

**AGREEMENT TO CONSTRUCT AND MAINTAIN AN INTERIM STORM DRAIN  
PERCOLATION BASIN FOR CERRI SUBDIVISION**

THIS AGREEMENT, entered into in the City of Manteca, County of San Joaquin, State of California, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Manteca, a Municipal Corporation, hereinafter called "City" and Meritage Homes of California, a California Corporation, hereinafter called "Owner".

WHEREAS, Owner is owner of real property in the City of Manteca, County of San Joaquin, State of California, as described in Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, the City does not have any storm drainage facilities in the immediate area, and

WHEREAS, Owner, as a condition of Tentative Subdivision Map TSM 16-10, is required to construct, an interim on-site storm drain percolation basin in accordance with the City's "Interim Percolation Basin Standards" attached hereto and incorporated herein, and

WHEREAS, pursuant to the Interim Percolation Basin Standards, Owner shall execute and file an Agreement with the City relating to the construction and maintenance of the interim percolation basin on said real property, and

WHEREAS, the location of the basin on said real property is described in Exhibit "A" and shown on Exhibit "B", and

WHEREAS, this Agreement is prepared and executed in compliance with the provisions of said Site Plan conditions and Interim Percolation Basin Standards.

NOW, THEREFORE, IT IS AGREED between City and Owner as follows:

1. Owner shall design the interim percolation basin in accordance with City of Manteca Interim Percolation Basin Standards attached hereto and incorporated herein. Improvement plans and storm drain calculations, stamped and signed by a registered Civil Engineer, shall be submitted to the City Engineer for review and approval.

2. A six (6) foot high fence shall be constructed around the entire basin to restrict public access.
3. The fenced area shall not be used for storage.
4. The basin shall be maintained in a clean state, free from weeds, high grass, and debris at all times.
5. The City is hereby given the right to enter onto the property of Owner to inspect the basin area for compliance with the Master Storm Drain Plan and Interim Percolation Basin Standards.
6. Owner, upon receipt of written notice from City, shall make corrections to the basin within ten (10) days from the date of the notice.
7. Upon receipt of written notice from City that City drainage facilities are available to serve Owner's property, Owner shall within 90 days from the date of the notice submit a plan to City for conversion of the percolation basin to a storm drain detention basin and connection to City drainage facilities. Connection shall be made via telemetry controlled pumped discharge. Following receipt of written approval of said plan, Owner shall within 60 days from the date of the approval complete the conversion of the basin and connect to City drainage facilities. Owner shall pay all costs associated with converting the percolation basin to a detention basin and connecting to City drainage facilities.

### AGREEMENT OF INDEMNITY:

"Owner", his heirs, executors, administrators, successors, and assignees, jointly and severally do hereby at all times indemnify and keep indemnified the City harmless from and against any and all actions, or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including counsel or attorney fees, whether incurred under retainer or salary or otherwise, which the City shall or may at any time sustain or incur by reason of, or in construction of subdivision improvements by Owner, his agent, his employee, his contractor and subcontractors on public right of way, or which the City may sustain or incur in connection with any litigation, investigation or other expenditures incident thereto, including any suit instituted to enforce the obligations of this agreement of indemnity.

### JOINT AND SEVERAL LIABILITY:

The parties designated herein as Owner is jointly and severally liable for the performance of all obligations contained herein.

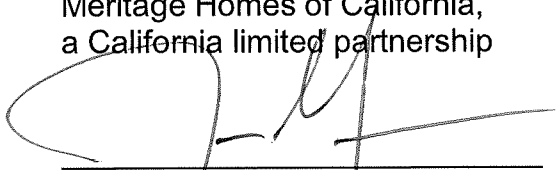
HEIRS, ETC:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

"Owner"

Meritage Homes of California,  
a California limited partnership

  
\_\_\_\_\_  
Signature

*Jeremy Goulart, Vice President*  
\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

"City"

City of Manteca,  
a Municipal Corporation

\_\_\_\_\_  
Benjamin Cantu, Mayor

ATTEST:

\_\_\_\_\_  
Cassandra Candini-Titon,  
City Clerk

*(Notary Attachment Required)*

APPROVED AS TO FORM:

\_\_\_\_\_  
David Nefouse, City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

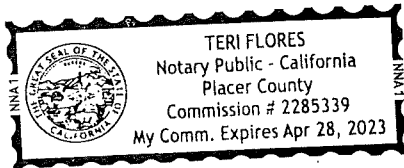
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Xolo )  
 On 8/16/2021 before me, Teri Flores, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Jeremy Goulart  
 Name(s) of Signer(s)

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 [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## ATTACHMENT 2

### EXHIBIT "A"

#### LEGAL DESCRIPTION

#### INTERIM RETENTION BASIN

Being a portion of Lots B and C as shown on that certain final map entitled "Cerri Unit No. 3" recorded in Book 43 of Maps and Plats, at Page 176, San Joaquin County Records, situate in a portion of the East One-Half of the Southeast Quarter of Section 11, Township 2 South, Range 6 East, Mount Diablo Meridian, City of Manteca, San Joaquin County, California, said property also being more particularly described as follows:

**BEGINNING** at the Southwest corner of said Lot C, said Point of Beginning being also the Southwest corner of said East One-Half of the Southeast Quarter of Section 11; thence

Along the East line of said Lot C, being also the West line of said East One-Half of the Southeast Quarter of Section 11, North 00°19'34" West 691.00 feet to the Northwest corner of said Lot C; thence

North 89°43'53" East 146.55 feet; thence

North 00°16'07" West 8.07 feet; thence

South 89°20'53" East 59.00 feet; thence

South 82°49'57" East 53.12 feet; thence

South 75°37'59" East 53.12 feet; thence

South 68°26'01" East 53.12 feet; thence

South 61°35'15" East 53.72 feet; thence

South 59°56'52" East 110.00 feet; thence

South 60°21'29" East 56.78 feet; thence

South 64°32'57" East 61.28 feet; thence

South 69°46'06" East 61.28 feet; thence

South 75°42'37" East 78.24 feet to a point on the East line of said Lot C; thence

Along said East line, South 00°16'07" East 380.72 feet to the Southwest corner of Shoreline Drive as shown on said final map; thence

Along the South line of said Shoreline Drive, North 89°43'53" East 47.15 feet; thence

South 00°16'07" East 100.00 feet to a point on the South line of said Lot C, being also the South line of the Southeast Quarter of Section 11; thence

Along said South lines, South 89°43'53" West 785.00 feet to the point of beginning.

Containing 10.63 Acres more or less

This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.

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Nicole Cannella, P.L.S. 9099



## EXHIBIT "B"

## LINE TABLE

<i>LINE</i>	<i>BEARING</i>	<i>LENGTH</i>
<i>L1</i>	<i>N89°43'53"E</i>	<i>146.55'</i>
<i>L2</i>	<i>N00°16'07"W</i>	<i>8.07'</i>
<i>L3</i>	<i>S89°20'53"E</i>	<i>59.00'</i>
<i>L4</i>	<i>S82°49'57"E</i>	<i>53.12'</i>
<i>L5</i>	<i>S75°37'59"E</i>	<i>53.12'</i>
<i>L6</i>	<i>S68°26'01"E</i>	<i>53.12'</i>
<i>L7</i>	<i>S61°35'15"E</i>	<i>53.72'</i>
<i>L8</i>	<i>S59°56'52"E</i>	<i>110.00'</i>
<i>L9</i>	<i>S60°21'29"E</i>	<i>56.78'</i>
<i>L10</i>	<i>S64°32'57"E</i>	<i>61.28'</i>
<i>L11</i>	<i>S69°46'06"E</i>	<i>61.28'</i>
<i>L12</i>	<i>S75°42'37"E</i>	<i>78.24'</i>
<i>L13</i>	<i>S00°16'07"E</i>	<i>380.72'</i>
<i>L14</i>	<i>N89°43'53"E</i>	<i>47.15'</i>
<i>L15</i>	<i>S00°16'07"E</i>	<i>100.00'</i>



LOT B

CERRI UNIT NO. 3  
43 - M&P - 176

## ***INTERIM RETENTION BASIN***

10.63 ACRES

LOT C

***N00°19'34"W 691.00'***

WEST LINE OF THE EAST ONE-HALF OF  
THE SOUTHEAST QUARTER OF SECTION 11

**POINT OF  
BEGINNING**

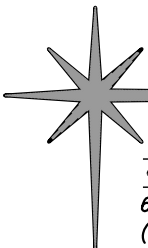
**- SECTION LINE**

***S89°43'53"W 785.00'***

- EXISTING  
LOT LINE

**SHORELINE  
DRIVE**

**L14**



*North Star*

**Engineering Group, Inc.**

• CIVIL ENGINEERING • SURVEYING • PLANNING •  
620 12th Street Modesto, CA 95354  
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY**  
**LEGAL DESCRIPTION**

LYING IN A PORTION OF THE  
EAST ONE-HALF OF THE SOUTHEAST 1/4 OF  
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 EAST,  
MOUNT DIABLO MERIDIAN.

CITY OF MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA

JOB NO: J15-1658B

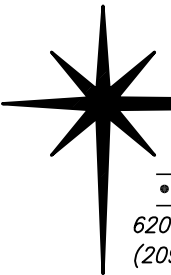
SCALE: 1" = 120'

DR BY: NC

FILE: 15-1658b cerri unit 5 -  
basin plat.dwg

DATE: July 26, 2021

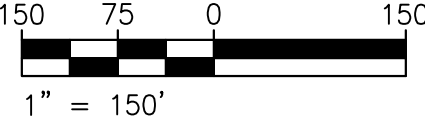
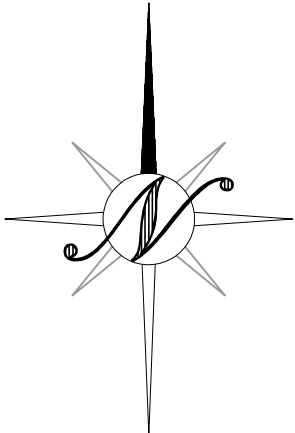
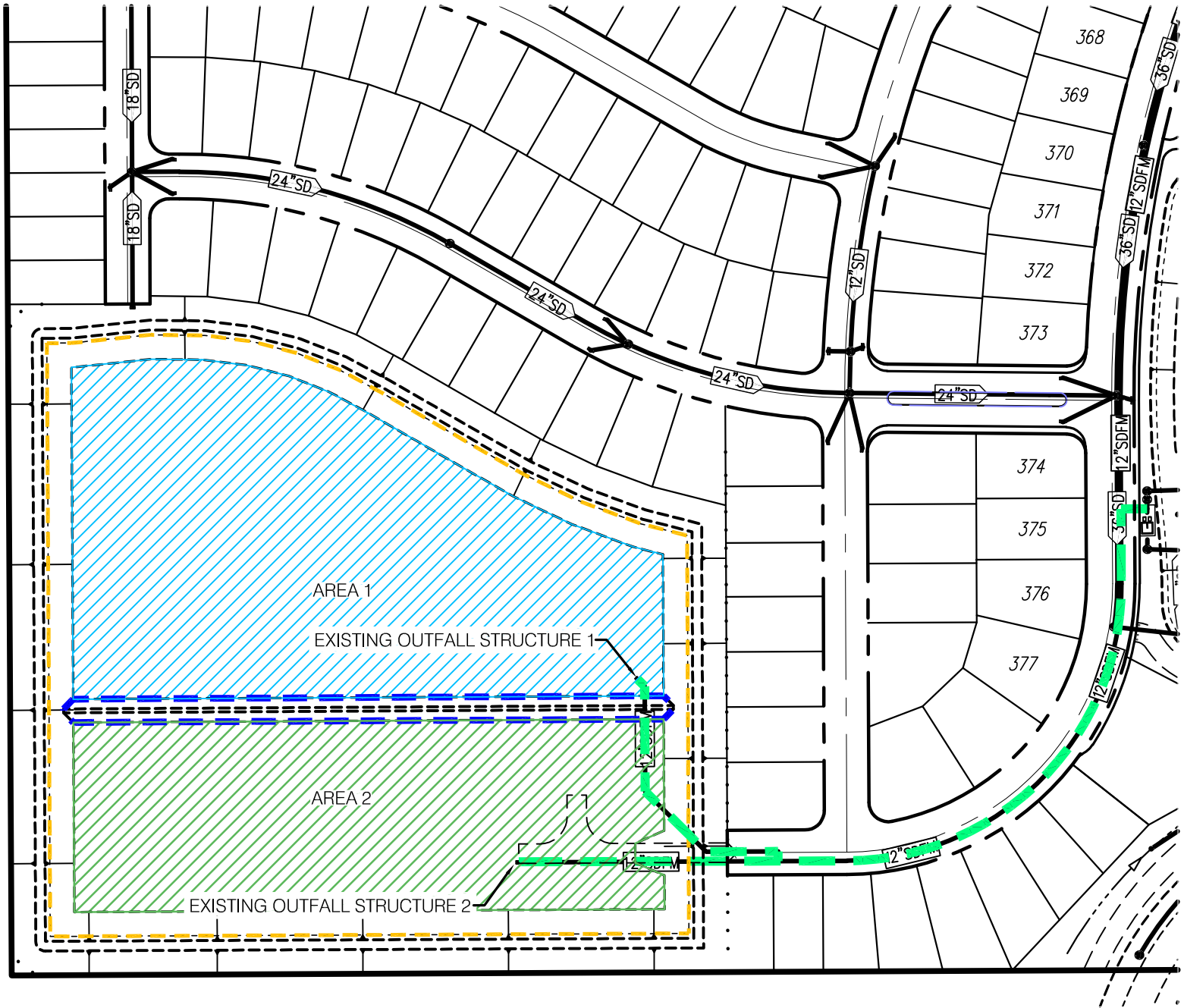
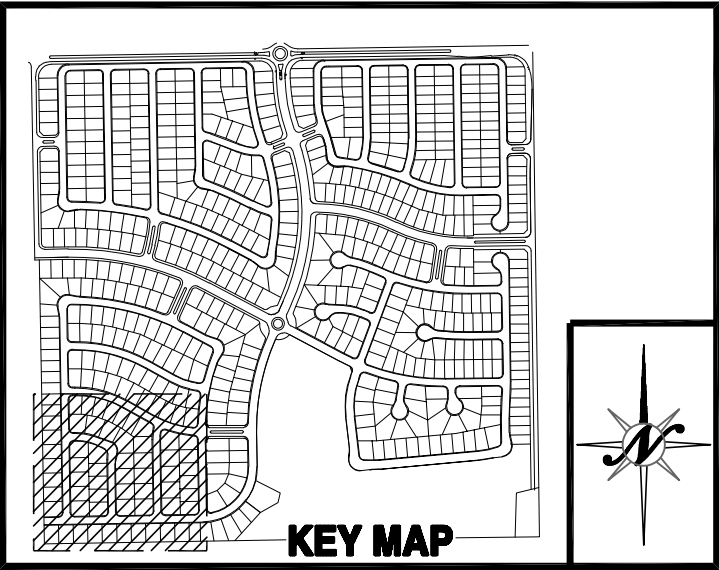
EXHIBIT B  
CERRI RESIDENTIAL SUBDIVISION  
INTERIM RETENTION BASIN EXHIBIT  
MANTECA, CALIFORNIA








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LEGEND

-  BASIN MAINTENANCE  
MAINTAIN BASIN EVERY 6 MONTHS, BEFORE AND AFTER RAINY SEASON TO CONTROL VEGETATION GROWTH. MAINTENANCE FREQUENCY MAY VARY BASED ON SITE CONDITIONS TO KEEP VEGETATION UNDER 12" IN HEIGHT. MAINTAIN VEGETATION BETWEEN BACK OF WALK AND CHAINLINK FENCE ON SAME SCHEDULE.
-  CLOSE AREA 1 OUTFALL STRUCTURE EVERY 6 MONTHS. ALLOW AREA 1 TO DRY OUT. ONCE AREA HAS DRIED OUT REMOVE VEGETATION, DISK/RIP/DISK THE BASIN ±3.8 ACRES 12"-16" DEEP.
-  CLOSE AREA 2 OUTFALL STRUCTURE EVERY 6 MONTHS. ALLOW AREA 2 TO DRY OUT. ONCE AREA HAS DRIED OUT REMOVE VEGETATION, DISK/RIP/DISK THE BASIN ±2.7 ACRES 12"-16" DEEP.
-  BERM TO BE MAINTAINED EVERY 6 MONTHS TO ENSURE PROPER SEPARATION BETWEEN AREA1 AND AREA 2.
-  OWNER SHALL MAINTAIN STORM DRAIN FORCE MAIN AND REPAIR/REPLACE AND LEAKS OR SIGNS OF WEAR AT THE OWNER'S EXPENSE.

PLOTTED: 8/19/2021 10:00 AM PLOTTED BY: Tdemelo  
DRAWING: F:\15-1658 Cerri - Engineering Services for Entitlements\Civil\Exhibits\Temporary Basin\2021\_08-19 Interim Retention Basin - NameChange\Exhibit B\_ Interim Basin (2021\_08-19).dwg

## Interim Percolation Basin Standards

Percolation basins are only to be used as an interim facility.

In those areas that will not receive drainage service from a major drain with sufficient capacity for additional retention basin discharge by the time development occurs, percolation basins may be used as an interim measure for retention and disposal of urban storm waters.

When discharge capability to a major drain becomes possible, the basins should be exchanged for or converted to retention basins with discharge facilities. Therefore, percolation basins should be designed to facilitate this transition, as well as in accordance with the following recommended design criteria:

### (1) Design Criteria

- The basin should be designed to store the runoff volume from two (2) 10-year, 48-hour storms, using the storage volume formula of Section 3.8.1 (1). The volume of the basin should be calculated with no allowance for percolation or outlet facilities.
- The ground surface of the basin, defined as the area within the boundaries of the maximum water surface, must be able to percolate the design volume within 96 hours.
- The percolation rate should be determined by the procedure described below. At least one percolation test per acre of ground surface, equally spaced, but not less than three borings for any basin shall be conducted. The average percolation rate shall be calculated from the test results as described below.
- Where the distance from the bottom of the basin to groundwater is less than 10 feet, the length of time that a percolation basin is in use shall not exceed 10 years in commercial and industrial areas, and 15 years in residential areas, or, the stormwater shall be treated prior to entering the basin to reduce the possible containment load.
- If at any time the Director of Public Works determines that the stormwater discharge into the percolation basin is a threat to groundwater quality, a treatment system shall be installed upstream of the basin.
- The bottom of the basin should be turf.
- The hydraulic grade line in storm drains upstream of the detention basin resulting from a rainfall of 2.65 inches from duration of 15 hours shall be not less than six inches below any drain inlet in the drainage area as discussed in Chapter 3, Design of Conveyance Facilities. This criterion was based on a 10-year, 12-hour storm plus a 10-year, 6-hour storm as being representative of the water surface in the detention basin or interim percolation basin when peak flows occurred in the storm drains.
- Side slopes are to be designed to maintain stability under saturated conditions, but in no case shall the slopes be steeper than 5:1.
- For basins that are not intended to be used as parks, the entire basin shall be fenced to restrict public access, and the ground surface of the basin, defined as the area within the boundaries of the maximum water surface, shall be seeded with an annual-type ground cover.
- For private basins, maintenance of the basin is the responsibility of the owner. An agreement is required between the developer and the City that gives the City the authority to cause repairs or maintenance to be done on the basin in the event that the developer does not complete said work at the City's request. The developer will be responsible for the cost of any such work.



- Both personnel and vehicular access to the fenced areas is required for maintenance purposes.
- As this basin is temporary until such time as access to a positive drainage system becomes available, the developer shall either construct the pump station and appurtenances at the time of construction of this basin or set up the funding mechanism for future construction.
- When a positive drainage system to serve this basin becomes available, the basin shall be converted to a retention basin with discharge facilities designed in accordance with City Standards.
- If infiltration exceeds 2.4 inches per hour, pretreatment to protect groundwater is required.
- The basin bottom should be scarified by 12 inches (beyond the finish grades indicated on storm basin plans).
- The basin bottom should be deep-ripped at least 24 inches deep at no less than 36 inches O.C.
- Necessary piping and structures shall be installed in the basin bottom.
- An 85% relative compaction of engineered fill should be provided as indicated on subdivision improvement plans.
- Once engineered fill is created no further construction work, other than park improvements may be made in the basin bottom.

### (2) Percolation Testing

- The number of percolation tests to be performed should be determined as described above. Before any percolation test is made, the water table elevation shall be determined. Each test shall be conducted according to the following steps:
  - Each test shall be made in a one-foot diameter test hole terminating five feet above the water table and in undisturbed soil.
  - The test hole shall be refilled at least twice after dropping to five feet above the bottom of the pit and then allowed to soak overnight. Percolation rate measurements shall be taken on the day following the saturation process.
  - Water level readings shall be taken at 30-minute intervals from fifteen feet above the bottom to five feet above the bottom before refilling. Design shall be based on rates taken at seven feet from the bottom, and the test shall be repeated until successive rates do not vary more than twenty percent. The slowest rate measured within 6 inches of the seven-foot level shall be considered as the average rate of percolation for that test pit.