

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050183

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Addendum to Cooperative Agreement between the East County Water Control District and Lee County Regarding Culvert and Roadway Responsibility.

WHY ACTION IS NECESSARY: Board must approve cooperative Agreements with other entities.

WHAT ACTION ACCOMPLISHES: Further clarifies the Parties respective maintenance responsibilities relative to canal crossing improvements at public roadways.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C12a

3. MEETING DATE:

02-22-2005

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Andrea R. Fraser Laster, Acting
Chief Assistant County Attorney

7. BACKGROUND:

East County Water Control District & Lee County entered into a Cooperative Agreement on May 21, 2002, formalizing each Parties responsibilities for maintenance responsibilities for canal crossings.

The Parties have been discussing an Addendum to the May 21, 2002, Agreement regarding the respective maintenance responsibilities for canal crossings and have agreed to enter into an Addendum to that Agreement that further formalizes each of their responsibilities.

ATTACHMENTS: (3) Executed Originals - Addendum to Cooperative Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | | | | G County Manager |
|-----------------------------|------------------------------------|-------------------------|------------|--------------------------|----------------------|----------------------|------------------------|----------------------|---------------------|
| <i>for SG</i> | | | | <i>Andrea Fraser</i> | OA <i>2/19/05</i> | OM <i>2/19/05</i> | RISK <i>2/19/05</i> | GC <i>2/19/05</i> | <i>2-10-05</i> |

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
2/19/05

| |
|---|
| RECEIVED BY COUNTY ADMIN: <i>JK</i> |
| <i>2/18/05</i> |
| <i>4:25 pm 307</i> |
| COUNTY ADMIN FORWARDED TO: <i>JK</i> |
| <i>2/11/05</i> |
| <i>4/10/05</i> |

ADDENDUM TO COOPERATIVE AGREEMENT
BETWEEN THE
EAST COUNTY WATER CONTROL DISTRICT & LEE COUNTY
REGARDING CULVERT & ROADWAY RESPONSIBILITY

THIS AMENDMENT to the Cooperative Agreement “Agreement” entered into on May 21, 2002 is made and entered into this ____ day of _____, 2005, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida (“County”), and the **EAST COUNTY WATER CONTROL DISTRICT**, a Florida Special Drainage District (“District”), collectively the “Parties”, hereto.

RECITALS

WHEREAS, the District and the County entered into this Agreement regarding their respective duties and responsibilities relative to canal crossing improvements at public roadways; and,

WHEREAS, it is in the public’s interest for the County to amend the Agreement dated May 21, 2002; and,

WHEREAS, the District and the County desire to amend the Agreement dated May 21, 2002, attached hereto as composite Exhibit “A” which includes Exhibit “B”, to add the next group of culverts needing replacement.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the District and the County hereby agree to amend the Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. **Section 5. of the Agreement is hereby amended as follows, with underlined** language being the amendment to previously added text:

5. The District intends to conduct a culvert replacement project, the “Project”, which shall initially consist of replacing twenty-seven (27) critical culverts, the locations of which are provided in Exhibit “B”. Thereafter, the District shall continue the Project, replacing thirty-two (32) critical culverts, as listed in Exhibit “C”, and the locations of which are provided in Exhibit “D”. The Parties agree that the County shall be responsible for thirty-three percent (33%) of the entire culvert replacement costs and that the District shall be responsible for sixty-seven percent (67%) of the entire culvert replacement costs.

3. **Section 6. of the Agreement is hereby amended as follows, with underlined** language being the amendment to previously added text:

6. The District shall provide the County with engineering design for the initial replacement of twenty-seven (27) culverts subject to this Agreement, as well as an additional thirty-two (32) culverts subject to this Agreement. The construction contract relative to the culvert replacement project will be administered by the District. The County shall have the right to review and approve culvert replacement construction contracts and design prior to letting the subject construction contract.

3. All of the remaining terms of this Agreement dated May 21, 2002, attached hereto as Exhibit “A”, remain the same.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first above written.

ATTEST:

EAST COUNTY WATER CONTROL DISTRICT
BOARD OF SUPERVISORS

By: *Paula Ambriato*
Title: *Deputy Secretary*
Date: *1/26/05*

By: *[Signature]*
Title: *Chairman*

APPROVED AS TO FORM:

By: *[Signature]*
General Counsel for the District

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: *[Signature]*
Office of the County Attorney

COMPOSITE EXHIBIT "A"
WHICH INCLUDES EXHIBIT "B"

COOPERATIVE AGREEMENT
BETWEEN THE
EAST COUNTY WATER CONTROL DISTRICT
AND LEE COUNTY
REGARDING CULVERT AND ROADWAY RESPONSIBILITY

This is a COOPERATIVE AGREEMENT, "Agreement," entered into and effective on the last date affixed hereto, between "the Parties," EAST COUNTY WATER CONTROL DISTRICT, a Florida special drainage district, "the District," and LEE COUNTY, a political subdivision of the State of Florida, "the County."

WITNESSETH THAT:

WHEREAS, the County is a political subdivision of the State of Florida, governed by Chapter 125, Florida Statutes, and given those powers and responsibilities enumerated therein, including the power to enter into contracts with public agencies, private corporations or other persons for the benefit of the County; and

WHEREAS, the District, is a Florida special drainage district, governed by Chapter 298, Florida Statutes and special legislation pertaining to the District, given those powers enumerated therein, including the power to clean out and open up the flow of water in or out of the District as deemed necessary to preserve and maintain the works in or out of the District; and

WHEREAS, the Parties desire to clarify their respective maintenance responsibilities relative to canal crossing improvements at public roadways; and

WHEREAS, the Parties have reached an agreement regarding canal crossing improvements at public roadways based on the best interest of the public health, safety and welfare and desire this agreement to be in writing as set forth herein; and

WHEREAS, the Parties' governing boards have authorized entering into this Agreement,

NOW THEREFORE, the District and the County, in consideration of the mutual benefits and covenants flowing from each to the other, do hereby agree as follows:

1. All canal rights-of-way intersecting roadways owned by the County are deemed to be the property of the District. The District agrees to grant a perpetual easement to the County crossing the canal rights-of-way equal to the width of the street rights-of-way (Exhibit "A").
2. The County as owner of their roadways shall have the responsibility of maintaining all County roadways, including the pavement, sub-grade, base, signage, and shoulders. Maintenance of any swale, pipe, culvert, or other improvement necessary to convey road side drainage into the canal system or culvert of the District will be the responsibility of the County.
3. The District shall have responsibility for maintaining culverts, risers or control devices for

water level control attached to culverts and canals leading to and from the culverts. This maintenance responsibility includes the removal of debris and sediment from the culvert(s).

4. The Parties agree that in the event they conduct work that impacts the responsibility of the other Party, they will: (a) notify the other Party in writing; (b) provide engineering plans if necessary; and, (c) waive any applicable permit or development order fees to the Party conducting work.

5. The District intends to conduct a culvert replacement project, "the project," which shall initially consist of replacing 27 critical culverts, the locations of which are provided in Exhibit "B.". The Parties agree that the County shall be responsible for thirty-three percent (33%) of the culvert replacement costs and that the District shall be responsible for sixty-seven percent (67%) of the culvert replacement costs.

6. The District shall provide the County with engineering design for the initial replacement of twenty-seven (27) culverts subject to this agreement. The construction contract relative to the culvert replacement project will be administered by the District. The County shall have the right to review and approve culvert replacement construction contracts and design prior to letting the subject construction contract.

7. The District shall make monthly progress payments to the Contractor constructing the culvert replacements. The County shall reimburse the District for the County's thirty-three percent (33%) share of each invoice within sixty (60) days of receipt of the invoice from the District.

8. In the event a culvert may be eliminated and a road closed, the County agrees to provide the traffic control, signage, and detour equipment necessary to close the road. The District agrees to remove the culvert and establish the canal slopes and maintenance of the new canal section subsequent to the roadway removal all at the District's expense.

9. In the event a culvert may be eliminated, the District agrees to fill the existing culverts with flowable fill and enclose the ends parallel to the roadway slope at District expense. Thereafter, the County agrees to maintain the roadway at County expense.

10. The County agrees to provide traffic control signage and detour layouts for culvert replacements at the County's cost which shall be in addition to the agreed upon cost percentages outlined herein. In the event active traffic control, such as flag personnel is necessary, the District will hold the Contractor responsible for coordinating said flag personnel and the cost thereof shall be borne at the same rate as provided in paragraph 5 above, thirty-three percent (33%) to the County and sixty-seven (67%) to the District.

11. The County acknowledges that any failure to make timely payment of consideration to the District, as required under the terms of this Agreement, shall constitute a material default of this Agreement for which the District may exercise such rights, including termination of the Agreement, as provided herein.

12. The Project Manager for the District is Aim Engineering & Surveying, Inc., at 5300 Lee for the County is Department of Transportation Director, P.O. Box 398, Fort Myers, FL 33902. The parties shall direct all matters arising in connection with the performance of this Agreement, invoices and notices, to the attention of the Project managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

13. All notices, demands, or other communications to the District shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to: The Project Manager, East County Water Control District, 601 East County Lane, Lehigh Acres, FL 33936.

All notices to the County under this Agreement shall be in writing and sent by certified mail, return receipt requested, to: Lee County, Florida P.O. Box 398, Fort Myers, FL 33902-0398.

The County shall also provide a copy of all notices to the District's Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall be promptly sent to the other party.

14. The Parties assume any and all risks of personal injury, bodily injury and property damage, including expenses, costs, and attorney's fees, attributable to the negligent acts or omissions of the respective parties and the officers, employees, servants, and agents thereof. The Parties warrant and represent that they are self-funded for liability insurance, or have liability insurance, both public and property, with such protection being applicable to the Parties respective officers, employees, servants and agents while acting within the scope of their employment with the Parties. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the Laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued.

15. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) day time period.

16. If either party initiates legal action, including appeals, to enforce this Agreement the prevailing party shall be entitled to recover reasonable attorneys' fee and costs associated with bringing legal action.

17. The District shall maintain records and the County shall have inspection and audit rights as follows:

A. Maintenance of Records. The District shall maintain all financial and nonfinancial records and reports directly or indirectly related to the negotiation or the performance of this Agreement,

including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Agreement.

B. Examination of Records. The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five years from the date of final payment under this Agreement and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the County should become involved in a legal dispute with a third party arising from performance under this Agreement, the District shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the County.

18. The Parties, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.

19. The Parties hereby assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Parties shall take all measures necessary to effectuate these assurances.

20. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Twentieth Judicial Circuit for claims under State Law and in the Middle District to Florida for any claims which are justiciable in federal court.

21. The parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

22. The County and the District shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void; provided however, the parties acknowledge their respective rights to subcontract with contractors with regard to the performance of work necessary to complete this agreement.

23. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the

control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.

24 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

25. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

26 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

27. This Agreement may be amended only with the written approval of the parties hereto.

28. This Agreement states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The County recognizes that any representations, statements or negotiations made by the District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representative hereby execute this Agreement.

APPROVED AS TO FORM:

By: Andrea B. Jax
Lee County Attorney's Office

ATTEST:
Date: 05/22/2002

By: Doris L. ...
Title: Deputy Clerk

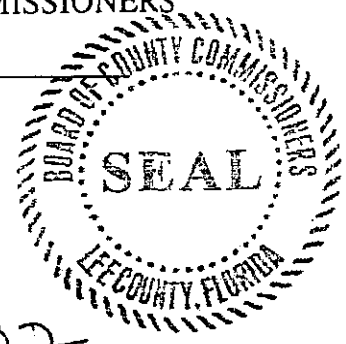
Approved as to form:
Date: May 1, 2002

By: Angela B. Hill
General Counsel for the District

ATTEST:
Date: May 2002
By: Paula Hingsh
Title: Deputy Secretary

By: [Signature]
Title: Chairman
LEE COUNTY, FLORIDA, BY ITS BY
BOARD OF COUNTY COMMISSIONERS

DATE: 5/21/02

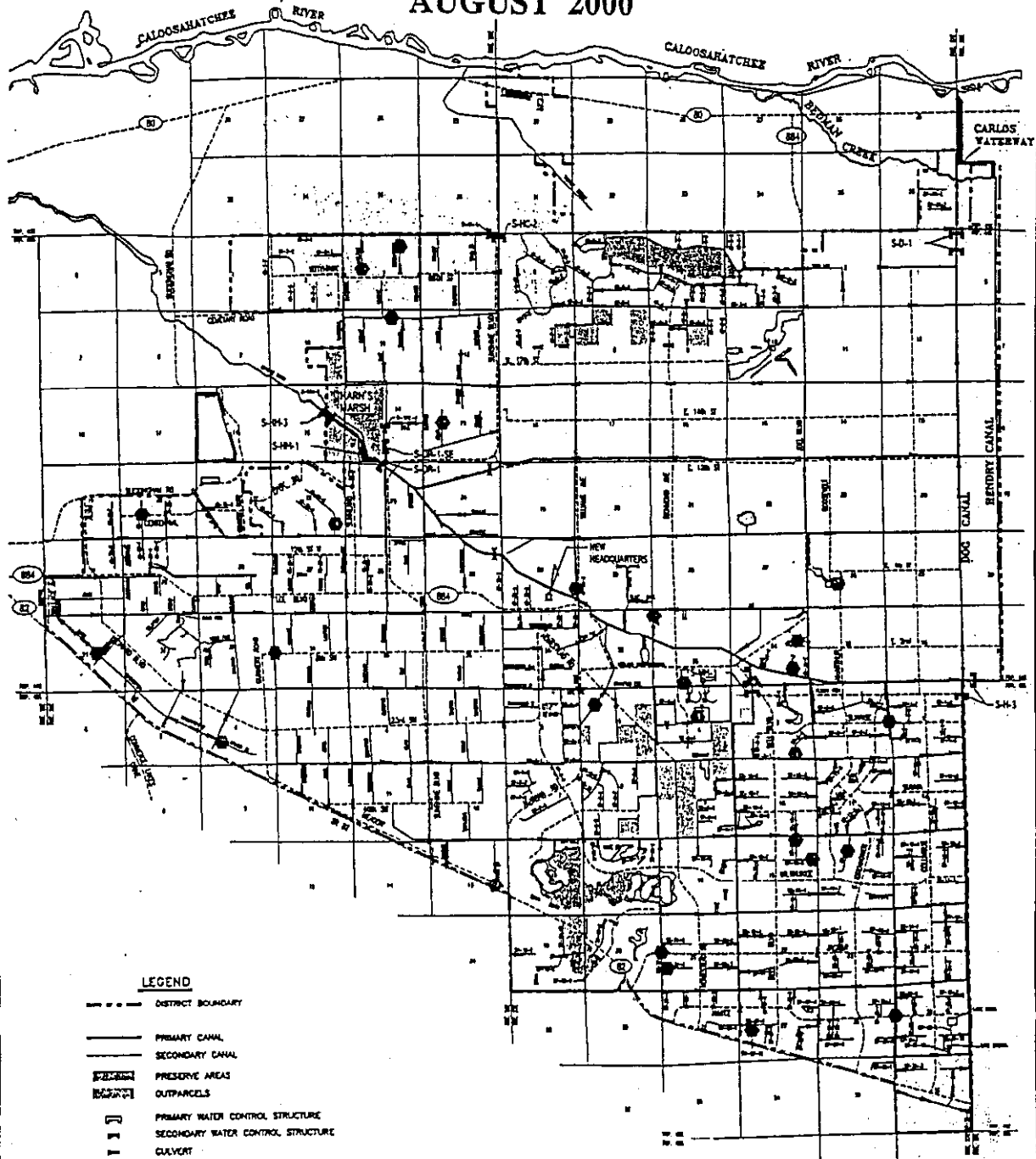


Date: May 1, 2002

By: J. Nathan Stout J. NATHAN STOUT
Title: CHAIRMAN
EAST COUNTY WATER CONTROL DISTRICT
BOARD OF SUPERVISORS

| Exhibit A | | | | | | | | | |
|------------------------------------|----------|----------|-----|------------|-------|-------------------------------|------|-------|-------|
| East County Water Control District | | | | | | | | | |
| Condition 5 Culverts | | | | | | | | | |
| SITE | RD WIDTH | PIPE LGT | NUM | HT/D IA | WIDTH | CANAL NAME | SEC. | TOWN. | RANGE |
| 1 | 18 | 74 | 2 | 36 | | MULTON @ 68TH ST. W. | 2 | 44S | 26E |
| 2 | 0 | 74 | 1 | 24 | | RED SNAPPER @ 73RD ST. W. | 2 | 44S | 26E |
| 3 | 18 | 75 | 3 | 42 | 54 | JACKFISH @ QUEEN | 11 | 44S | 28E |
| 4 | 19 | 86 | 2 | 42 | | 38TH ST. @ PILOT | 13 | 44S | 28E |
| 5 | 20 | 116 | 1 | 50 | 60 | CENTENNIAL @ 46-20-1 | 20 | 44S | 26E |
| 6 | 20 | 106 | 2 | 60 | | SUNSET @ 46-22-1 | 22 | 44S | 26E |
| 7 | 20 | 59 | 2 | 48 | | 8TH ST. SW. @ FLOUNDER | 33 | 44S | 26E |
| 8 | 20 | 99 | 1 | 24 | | SUNRISE BLVD. @ 57-2-1 | 2 | 45S | 27E |
| 9 | 18 | 90 | 2 | 36 | | ASHLAND ST. @ 57-3-5 | 3 | 45S | 27E |
| 10 | 35 | 80 | 1 | 36 | | PARKSIDE @ 57-4-4 | 4 | 45S | 27E |
| 11 | 20 | 107 | 2 | 40 | 57 | PALM BLVD. @ "A" | 5 | 45S | 27E |
| 12 | 18 | 94 | 1 | 37 | | HAWTHORNE AVE.S. @ 57-15-5 | 15 | 45S | 27E |
| 13 | 18 | 105 | 1 | 42 | | THEODORE VAIL ST.E. @ 57-15-6 | 15 | 45S | 27E |
| 14 | 17 | 295 | 2 | 42 | 48 | ALETHA AVE. @ 57-21-3 | 21 | 45S | 27E |
| 15 | 27 | 100 | 3 | 42 | 64 | JAGUAR BLVD. @ 57-21-4 | 21 | 45S | 27E |
| 16 | 18 | 110 | 1 | 24 | | NIMITZ BLVD. @ 57-25-1 | 25 | 45S | 27E |
| 17 | 18 | 80 | 2 | 24 | | ALDEN ST. E. @ 57-27-10 | 27 | 45S | 27E |
| 18 | 18 | 82 | 2 | 36 | 48 | OWEN AVE. @ GUITA | 31 | 44S | 26E |
| 19 | 18 | 180 | 1 | 18 | | CAUSEWAY @ LK. DENISE | 26 | 44S | 27E |
| 20 | 18 | 72 | 1 | 72 | | W 5TH ST. @ 47-30-2 | 30 | 44S | 27E |
| 21 | 20 | 92 | 2 | 42 | 68 | LINCOLN BLVD. @ JIG | 33 | 44S | 27E |
| 22 | 20 | 95 | 1 | 32 | | BEAR ST @ BEAR LK. | 33 | 44S | 27E |
| 23 | 29 | 122 | 2 | 36 | 52 | COUNTRY CLUB PKWY @ 47-34-2 | 34 | 44S | 27E |
| 24 | 20 | 89 | 2 | 36 | | ARCHER ST. @ 47-34-3 | 34 | 44S | 27E |
| 25 | 18 | 85 | 2 | 30 | 42 | HAVILAND AVE @ WAHOO | 4 | 45S | 26E |
| 26 | 18 | 80 | 1 | 30 | | MEADOW RD. @ WAHOO | 13 | 45S | 26E |
| 27 | 18 | 75 | 1 | 18 | | HANSEN ST.E. @ 57-14-6 | 14 | 45S | 27E |

EAST COUNTY WATER CONTROL DISTRICT PROPOSED FACILITIES FOR USDA LOAN AUGUST 2000



- LEGEND**
- DISTRICT BOUNDARY
 - PRIMARY CANAL
 - SECONDARY CANAL
 - ▨ PRESERVE AREAS
 - ▨ OUTPARCELS
 - PRIMARY WATER CONTROL STRUCTURE
 - SECONDARY WATER CONTROL STRUCTURE
 - CULVERT



CULVERTS
● 27 CONVENTION 5



FIGURE 4

MM PROJECT #00-7813 ACAD #000809-4

EXHIBIT "C"

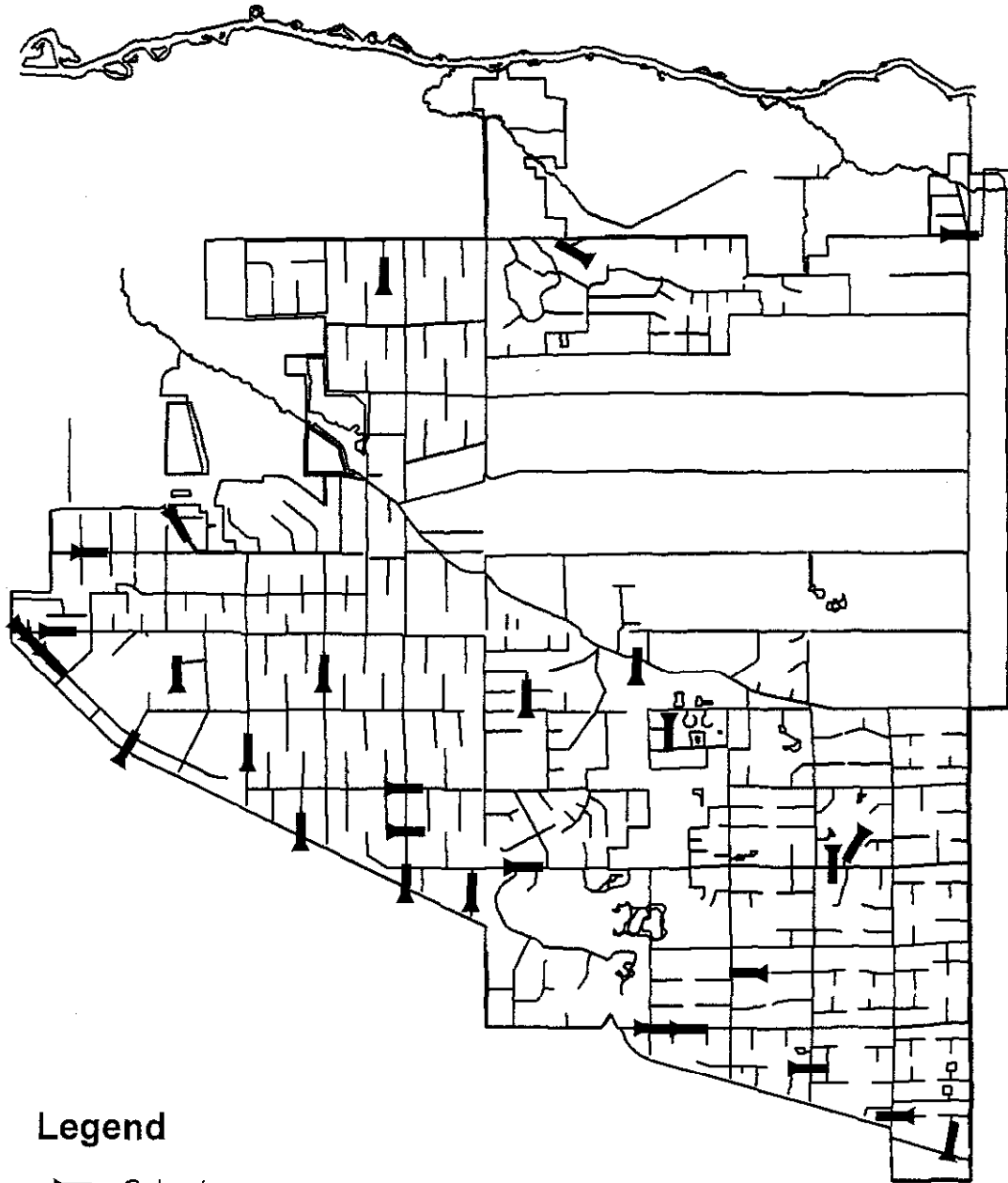
| FACILITY NAME | CANAL NAME | PIPE CONDITION | SORT NUMBER |
|---------------|--------------------------------|----------------|-------------|
| RC-24426-5 | 68th St. W. @ Redsnapper | 5 | 6 |
| RC-194426-2 | Abrams Blvd. @ 46-19-2 | 5 | 44 |
| RC-214426-3 | Centennial Blvd. @ 46-21-2 | 5 | 51 |
| RC-304426-3 | Leonard @ Blowfish | 5 | 99 |
| RC-314426-1 | Hawalaska @ Guita | 5 | 101 |
| RC-314426-2 | Todd Ave. @ Guita | 5 | 102 |
| RC-314426-3 | Robin @ Guita | 5 | 103 |
| RC-334426-5 | 7th St. SW. @ Tuna | 5 | 109 |
| RC-344426-1 | 8th St. SW. @ Ladyfish | 5 | 113 |
| RC-24526-2 | Sunshine Blvd. @ Blackdrum | 5 | 129 |
| RC-34526-1 | 23rd St. SW. @ Flounder | 5 | 131 |
| RC-54526-4 | Meadow Rd. @ Butterfly | 5 | 138 |
| RC-104526-3 | Meadow Rd. @ Jewel | 5 | 141 |
| RC-114526-1 | 40th St. SW. @ Sailfish | 5 | 143 |
| RC-134526-3 | Meadow Rd. @ Sailfish | 5 | 148 |
| RC-134526-7 | 52nd St. SW. @ Wahoo | 5 | 152 |
| RC-14427-1 | Fitch @ Mike | 5 | 157 |
| S-47-4-6 | Greenbriar Blvd. @ 47-4-6 | 5 | 172 |
| RC-54427-2 | Lakeridge Blvd. @ 47-5-2 | 5 | 176 |
| S-47-5-4 | Greenbriar Blvd. @ 47-5-4 | 5 | 177 |
| RC-314427-5 | Woodward Ct. @ Yellowtail Ext. | 5 | 223 |
| RC-324427-8 | Coolidge Ave. @ Lake Jasmine | 5 | 232 |
| RC-44527-3 | Ground Dove @ 57-4-2 | 5 | 294 |
| S-ML-3A | Grant Blvd. @ 57-7-3 | 5 | 305 |
| RC-114527-7 | Wickman Ave.S. @ 57-11-5 | 5 | 328 |
| RC-114527-11 | Lakeside Dr. @ Un-named canal | 5 | 332 |
| RC-224527-2 | Bahama Ave. S. @ 57-22-4 | 5 | 394 |
| RC-274527-13 | Joponica Ave.S. @ 57-27-7 | 5 | 434 |
| RC-284527-1 | Aletha Ave. @ 57-28-1 | 5 | 435 |
| RC-284527-2 | Homestead Rd. @ 57-28-1 | 5 | 436 |
| RC-364527-1 | Genoa Ave. @ 57-36-3 | 5 | 437 |
| RC-364527-4 | Meadow Rd. @ 57-36-7 | 5 | 440 |

EXHIBIT "D"




MAP:

EXHIBIT D

East County Water Control District 2004 Grade 5 Culverts



Legend

-  Culverts
-  District Boundaries
-  Canals

