

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

108B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

January 28, 2014

**SUBJECT:** Perris Valley Channel Stage 5, Perris Valley Master Drainage Plan Line D and Lateral D-3; Project Nos. 4-0-0001-, 4-0-00493 and 4-0-00494; MS 99 and MS 149 Cooperative Agreement; [\$0]; District 5/District 5

**RECOMMENDED MOTION:** That the Board of Supervisors: Approve the Cooperative Agreement between the District, the City of Perris and Stratford Ranch, LLC (Developer); and authorize the Chairman to execute the Agreement Documents on behalf of the District.

**BACKGROUND:**

**Summary**

The Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition for approval of MS 99 and MS 149, are to be constructed by the Developer and inspected, operated and maintained by the District and City.

Continued on page 2

WARREN D. WILLIAMS  
General Manager-Chief Engineer

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> N/A				<b>Budget Adjustment:</b> No	
				For Fiscal Year: N/A	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Steven C. Horn, MPA

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

JAN 28 2014 5:11 PM  
COUNTY OF RIVERSIDE

Prev. Agn. Ref.:

District: 5<sup>th</sup>

Agenda Number:

11-4

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 1/16/14  
 Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Perris Valley Channel Stage 5, Perris Valley Master Drainage Plan Line D  
and Lateral D-3; Project Nos. 4-0-0001-, 4-0-00493 and 4-0-00494; MS 99 and MS 149  
Cooperative Agreement; [\$0]; District 5/District 5

**DATE:** January 28, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced facilities associated with MS 99 and MS 149. Upon completion of the project construction, the District will assume ownership, operation and maintenance of the mainline facilities. The City will assume ownership, operation and maintenance of catch basins, inlets, connector pipes and various lateral storm drains that are thirty-six inches (36") or less in diameter and located within City rights of way.

County Counsel has approved the Agreement as to legal form and both the City and the Developer have executed the Agreement.

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs will accrue to the District.

**Impact on Citizens and Businesses**

Developer's planned development will benefit from the storm drain facilities that are to be constructed by the Developer.

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COOPERATIVE AGREEMENT  
Perris Valley Channel - Stage 5 (MS 99)  
Perris Valley Master Drainage Plan - Line D and Lateral D-3 (MS 149)  
Project Nos. 4-0-00010, 4-0-00493 and 4-0-00494

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Perris, hereinafter called "CITY", and Stratford Ranch, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DISTRICT owns fee simple interests in certain real property located in the City of Perris, including District Parcel Nos. 4010-21A, 4010-23 and 4010-24. These referenced parcels are part of DISTRICT'S existing Perris Valley Channel and Lateral B right of way; and

B. DEVELOPER has submitted for approval MS 99 and MS 149 located within the City of Perris. As a condition of approval for MS 99 and MS 149, DEVELOPER must construct i) certain flood control facilities, and ii) certain improvements to the DISTRICT'S existing Perris Valley Channel in order to provide flood protection and drainage for DEVELOPER'S planned development; and

C. Legal descriptions of MS 99 and MS 149 are provided in Exhibit "A" attached hereto and made a part hereof; and

D. The required flood control facilities, all as shown in District Drawing Nos. 4-1066 and 4-1067, include the construction of (i) approximately 1,500 lineal feet of interim earthen channel from north of Ramona Expressway, hereinafter called "INTERIM PERRIS VALLEY CHANNEL", as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof; (ii) approximately 3,600 lineal feet of earthen channel and a drop

1 structure from the upstream of INTERIM PERRIS VALLEY CHANNEL to the downstream  
2 of DISTRICT'S existing Perris Valley Channel - Lateral B, hereinafter called "ULTIMATE  
3 PERRIS VALLEY CHANNEL", as shown in concept in yellow on Exhibit "B"; (iii)  
4 approximately 3,500 lineal feet of a combination of open channel and underground storm drain  
5 system, hereinafter called "LINE D", as shown in concept in orange on Exhibit "B"; and (iv)  
6 approximately 2,000 lineal feet of underground storm drain system, hereinafter called  
7 "LATERAL D-3", as shown in concept in green on Exhibit "B". Together, INTERIM PERRIS  
8 VALLEY CHANNEL and ULTIMATE PERRIS VALLEY CHANNEL are hereinafter called  
9 "PERRIS VALLEY CHANNEL - STAGE 5"; and  
10

11 E. Associated with the construction of PERRIS VALLEY CHANNEL-  
12 STAGE 5, LINE D and LATERAL D-3 is the construction of certain inlets and lateral storm  
13 drains that are located within DISTRICT held easements or rights of way, hereinafter called  
14 "DISTRICT APPURTENANCES"; and  
15

16 F. Also associated with the construction of PERRIS VALLEY CHANNEL-  
17 STAGE 5, LINE D and LATERAL D-3 is the construction of certain catch basins, inlets,  
18 connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in  
19 diameter that are located within CITY held easements or rights of way, hereinafter called  
20 "CITY APPURTENANCES"; and  
21

22 G. Together, PERRIS VALLEY CHANNEL - STAGE 5, LINE D,  
23 LATERAL D-3 and DISTRICT APPURTENANCES are hereinafter called "DISTRICT  
24 DRAINAGE FACILITIES". Altogether, DISTRICT DRAINAGE FACILITIES and CITY  
25 APPURTENANCES are hereinafter called "PROJECT"; and  
26

27 H. DEVELOPER and CITY desire DISTRICT to accept ownership and  
28 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.

1 Therefore, DISTRICT must review and approve PROJECT plans and specifications and  
2 subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

3 I. DEVELOPER and DISTRICT desire CITY to accept ownership and  
4 responsibility for the operation and maintenance of CITY APPURTENANCES. Therefore,  
5 CITY must review and approve PROJECT plans and specifications and subsequently inspect  
6 the construction of CITY APPURTENANCES.  
7

8 NOW, THEREFORE, the parties hereto mutually agree as follows:

9 SECTION I

10 DEVELOPER shall:

11 1. Prepare PROJECT plans and specifications, hereinafter called  
12 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards,  
13 and submit to DISTRICT and CITY for their review and approval.  
14

15 2. Continue to pay DISTRICT, within thirty (30) days after receipt of  
16 periodic billings from DISTRICT, any and all such amounts as are deemed reasonably  
17 necessary by DISTRICT to cover DISTRICT'S costs associated with the review of  
18 IMPROVEMENT PLANS, review and approval of right of way and conveyance documents,  
19 and with the processing and administration of this Agreement.  
20

21 3. Deposit with DISTRICT (Attention: Business Office - Accounts  
22 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
23 construction as set forth in Section I.8. herein, the estimated cost of providing construction  
24 inspection for PROJECT, in an amount as determined and approved by DISTRICT in  
25 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any  
26 amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.  
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1           4. Grant DISTRICT and CITY, by execution of this Agreement, the right to  
2 enter upon DEVELOPER'S property where necessary and convenient for the purpose of  
3 gaining access to and performing inspection service for the construction of PROJECT as set  
4 forth herein.

5           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
6 permits, approvals, rights of way, rights of entry and temporary construction easements as may  
7 be needed for the construction, inspection, operation and maintenance of DISTRICT  
8 DRAINAGE FACILITIES. DEVELOPER shall furnish DISTRICT, at the time of providing  
9 written notice to DISTRICT of the start of construction as set forth in Section I.8., with  
10 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,  
11 permits, approvals, rights of way, rights of entry and temporary construction easements as  
12 determined and approved by DISTRICT.

13           6. Furnish DISTRICT with copies of all permits, approvals or agreements  
14 required by any Federal, State or local resource and/or regulatory agency for the construction,  
15 operation and maintenance of PROJECT. Such documents include but are not limited to those  
16 issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control  
17 Board, California State Department of Fish and Wildlife and State Water Resources Control  
18 Board.

19           7. Provide CITY, at the time of providing written notice to DISTRICT of the  
20 start of construction as set forth in Section I.8., with faithful performance and payment bonds,  
21 each in the amount of one hundred percent (100%) of the estimated cost for construction of  
22 DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and  
23 form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall  
24 remain in full force and effect until DISTRICT DRAINAGE FACILITIES is accepted by  
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1 DISTRICT as complete; at which time the bond amount may be reduced to ten percent (10%)  
2 for a period of one year to guarantee against any defective work, labor or materials.

3           8. Notify DISTRICT in writing (Attention: Administrative Services Section)  
4 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not  
5 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to  
6 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence  
7 construction of PROJECT.  
8

9           9. [This Section Intentionally Left Blank.]

10           10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition  
11 Section), at the time of providing written notice to DISTRICT of the start of construction as set  
12 forth in Section I.8., with duly executed Irrevocable Offers(s) of Dedication to the public for  
13 flood control and drainage purposes, including ingress and egress, for the rights of way  
14 deemed necessary by DISTRICT for the construction, inspection, operation and maintenance  
15 of DISTRICT DRAINAGE FACILITIES, as shown in concept in green on Exhibit "C". The  
16 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be  
17 executed by all legal and equitable owners of the property described in the offer(s).  
18

19           11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of  
20 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than  
21 thirty (30) days prior to date of submission of all the property described in the Irrevocable  
22 Offer(s) of Dedication.  
23

24           12. Furnish DISTRICT, at the time of providing written notice to DISTRICT  
25 of the start of construction as set forth in Section I.8., with a complete list of all contractors  
26 and subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES,  
27 including the corresponding license number and license classification of each. At such time,  
28

1 DEVELOPER shall further identify in writing its designated superintendent for DISTRICT  
2 DRAINAGE FACILITIES construction.

3           13. Furnish DISTRICT, at the time of providing written notice to DISTRICT  
4 of the start of construction as set forth in Section I.8., a construction schedule which shall  
5 show the order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to  
6 carry on the various parts of work, including estimated start and completion dates. As  
7 construction of DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update  
8 said construction schedule as requested by DISTRICT.  
9

10           14. Furnish DISTRICT with final mylar plans for DISTRICT DRAINAGE  
11 FACILITIES and assign their ownership to DISTRICT prior to the start of DISTRICT  
12 DRAINAGE FACILITIES construction.  
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14           15. Not permit any change to, or modification of, DISTRICT and CITY  
15 approved IMPROVEMENT PLANS without the prior written permission and consent of  
16 DISTRICT and CITY.  
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18           16. Comply with all Cal/OSHA safety regulations including regulations  
19 concerning confined space and maintain a safe working environment for DEVELOPER,  
20 DISTRICT and CITY employees on the site.

21           17. Furnish DISTRICT, at the time of providing written notice to DISTRICT  
22 of the start of construction as set forth in Section I.8., a confined space entry procedure  
23 specific to DISTRICT DRAINAGE FACILITIES. The procedure shall comply with  
24 requirements contained in California Code of Regulations, Title 8 Section 5158, Other  
25 Confined Space Operations, Section 5157, Permit Required Confined Space and District  
26 Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by  
27 DISTRICT prior to the issuance of a Notice to Proceed.  
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1           18. During the construction period of DISTRICT DRAINAGE FACILITIES,  
2 provide Workers' Compensation Insurance in an amount required by law. A certificate of said  
3 insurance policy shall be provided to DISTRICT and CITY at the time of providing written  
4 notice pursuant to Section I.8.

5           19. Commencing on the date notice is given pursuant to Section I.8. and  
6 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and  
7 maintenance:  
8

9           (a) Provide and maintain or cause its contractor(s) to provide and  
10 maintain comprehensive liability insurance coverage which shall  
11 protect DEVELOPER from claim from damages for personal  
12 injury, including accidental and wrongful death, as well as from  
13 claims for property damage which may arise from DEVELOPER'S  
14 construction of PROJECT or the performance of its obligations  
15 hereunder, whether such construction or performance be by  
16 DEVELOPER, by any of its contractors, subcontractors, or by  
17 anyone employed directly or indirectly by any of them. Such  
18 insurance shall name DISTRICT, County of Riverside and CITY as  
19 additional insureds with respect to this Agreement and the  
20 obligations of DEVELOPER hereunder. Such insurance shall  
21 provide for limits of not less than two million dollars (\$2,000,000)  
22 per occurrence.

23           (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),  
24 who shall be authorized by the California Department of Insurance  
25 to transact the business of insurance in the State of California, to  
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1 furnish DISTRICT and CITY at the time of providing written  
2 notice to DISTRICT of the start of construction as set forth in  
3 Section I.8., with certificate(s) of insurance and applicable policy  
4 endorsements showing that such insurance is in full force and effect  
5 and that DISTRICT, County of Riverside and CITY are named as  
6 additional insureds with respect to this Agreement and the  
7 obligations of DEVELOPER hereunder. Further, said certificate(s)  
8 shall state that the issuing company shall give DISTRICT and  
9 CITY sixty (60) days written notice in the event of any  
10 cancellation, termination, non-renewal or reduction in coverage of  
11 the policies evidenced by the certificate(s). In the event of any  
12 such cancellation, termination, non-renewal or reduction in  
13 coverage, DEVELOPER shall, forthwith, secure replacement  
14 insurance meeting the provisions of this paragraph.  
15

16  
17 Failure to maintain the insurance required by this paragraph shall be  
18 deemed a material breach of this Agreement and shall authorize and constitute authority for  
19 DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is  
20 unable to perform its obligations hereunder, nor to accept responsibility for ownership,  
21 operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in  
22 part, to said breach of this Agreement.  
23

24 20. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole  
25 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT  
26 PLANS.  
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1           21. Within two (2) weeks of completing PROJECT construction, provide  
2 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that  
3 PROJECT construction is substantially complete and request that DISTRICT conduct a final  
4 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of  
5 CITY APPURTENANCES.

6           22. Upon completion of PROJECT construction, and upon acceptance by  
7 CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation  
8 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE  
9 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to  
10 DISTRICT the flood control easement(s) or grant deed(s) of fee title where appropriate,  
11 including ingress and egress, for the rights of way, as shown in concept cross-hatched in red  
12 on Exhibit "D". The easement(s) or grant deed(s) shall be in a form approved by DISTRICT  
13 and shall be executed by all legal and equitable owners of the property described in the  
14 easement(s) or grant deed(s).  
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16           23. At the time of recordation of the conveyance document(s), as set forth in  
17 Section I.22., furnish DISTRICT with policies of title insurance, each in the amount of not less  
18 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
19 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the  
20 estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to  
21 DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all  
22 liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded),  
23 except those which, in the sole discretion of DISTRICT, are deemed acceptable.  
24

25           24. Accept ownership and sole responsibility for the operation and  
26 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility  
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1 for operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts  
2 ownership and responsibility for operation and maintenance of CITY APPURTENANCES.

3           25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
4 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable  
5 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and  
6 fees shall be computed as costs and included in any judgment rendered.  
7

8           26. Upon completion of PROJECT construction, but prior to DISTRICT  
9 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and  
10 maintenance, provide or cause its civil engineer of record or construction civil engineer of  
11 record, duly registered in the State of California, to provide DISTRICT with a redlined "record  
12 drawings" copy of engineering plans for DISTRICT DRAINAGE FACILITIES. After  
13 DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer shall  
14 schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original  
15 mylars at DISTRICT'S office, after which the DEVELOPER'S engineer shall review, stamp  
16 and sign the original DISTRICT DRAINAGE FACILITIES engineering plans "record  
17 drawings".  
18

19           27. Ensure that all work performed pursuant to this Agreement by  
20 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and  
21 regulations, including but not limited to all applicable provisions of the Labor Code, Business  
22 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs  
23 associated with compliance with applicable laws and regulations.  
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SECTION II

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DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of DISTRICT DRAINAGE FACILITIES construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.
3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication, easement(s), or grant deed(s) provided by DEVELOPER pursuant to Sections I.10 and I. 22.
5. Inspect construction of DISTRICT DRAINAGE FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
7. [This Section Intentionally Left Blank.]
8. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection

1 of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from  
2 DISTRICT.

3           9. Accept ownership and sole responsibility for the operation and  
4 maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of  
5 DISTRICT DRAINAGE FACILITIES in accordance with Section I.21., (ii) DISTRICT  
6 acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, (iii)  
7 CITY acceptance of CITY APPURTENANCES construction as being complete, (iv)  
8 DISTRICT receipt of stamped and signed "record drawings" of DISTRICT DRAINAGE  
9 FACILITIES plans, as set forth in Section I.26., (v) recordation of all conveyance documents  
10 described in Section I.22., (vi) acceptance by CITY of all necessary street rights of way as  
11 deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT,  
12 (vii) CITY acceptance of CITY APPURTENANCES for ownership, operation and  
13 maintenance, and (viii) DISTRICT'S sole determination that DISTRICT DRAINAGE  
14 FACILITIES are in a satisfactorily maintained condition.

15           10. Provide CITY with reproducible duplicate copies of "record drawings"  
16 DISTRICT DRAINAGE FACILITIES plans upon DISTRICT acceptance of DISTRICT  
17 DRAINAGE FACILITIES as being complete.

### 18 SECTION III

19 CITY shall:

20           1. Review and approve IMPROVEMENT PLANS prior to the start of  
21 PROJECT construction.

22           2. Accept CITY and DISTRICT approved faithful performance and payment  
23 bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided  
24 herein.

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3. Inspect construction of CITY APPURTENANCES.

4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication, as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES.

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

7. Accept ownership and sole responsibility for the operation and maintenance of CITY APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

8. [This Section Intentionally Left Blank.]

9. [This Section Intentionally Left Blank.]

10. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. Prior to DISTRICT'S acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT

1 DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely  
2 determined by DISTRICT.

3           2. All work involved with DISTRICT DRAINAGE FACILITIES shall be  
4 inspected by DISTRICT and shall not be deemed complete until approved and accepted in  
5 writing as complete by DISTRICT.

6           3. CITY and DEVELOPER personnel may observe and inspect all work  
7 being done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to  
8 DISTRICT personnel who shall be solely responsible for all quality control communications  
9 with DEVELOPER'S contractor(s) during the construction of PROJECT.

10           4. DEVELOPER shall complete construction of DISTRICT DRAINAGE  
11 FACILITIES within twelve (12) consecutive months after execution of this Agreement and  
12 within two hundred fifty (250) consecutive calendar days after commencing work on  
13 DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the  
14 essence in this Agreement, failure of DEVELOPER to perform the work within the agreed  
15 upon time shall constitute authority for DISTRICT to perform the remaining work and require  
16 DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case,  
17 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

18           5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed  
19 within twenty (20) days of receipt of DEVELOPER'S complete written notice, as set forth in  
20 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the  
21 issuance of a Notice to Proceed is subject to staff availability.

22           In the event DEVELOPER wishes to expedite issuance of a Notice to  
23 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at  
24 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate  
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1 documentation of the individual's credentials and experience to DISTRICT for review and, if  
2 appropriate, approval. DISTRICT shall review the individual's qualifications and experience  
3 and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall  
4 be authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES  
5 construction and quality control matters. If DEVELOPER'S initial construction inspection  
6 deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT  
7 shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection  
8 deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR;  
9 however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

11           6. DISTRICT DRAINAGE FACILITIES construction work shall be on a  
12 five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT  
13 designated legal holidays, unless otherwise approved in writing by DISTRICT. If  
14 DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or  
15 on holidays, DEVELOPER shall make a written request for permission from DISTRICT to  
16 work the additional hours. The request shall be submitted to DISTRICT at least seventy-two  
17 (72) hours prior to the requested additional work hours and state the reasons for the overtime  
18 and the specific time frames required. The decision of granting permission for overtime work  
19 shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted  
20 by DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for  
21 additional inspection time required in connection with the overtime work in accordance with  
22 Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

25           7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of  
26 Riverside and CITY (including their respective directors, officers, Board of Supervisors,  
27 elected and appointed officials, employees, agents and representatives) from any liability,  
28

1 claim, damage, proceeding or action, present or future, based upon, arising out of or in any  
2 way relating to DEVELOPER'S (including its officers, employees, subcontractors and agents)  
3 actual or alleged acts or omissions related to this Agreement, performance under this  
4 Agreement, or failure to comply with the requirements of this Agreement, including but not  
5 limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to  
6 Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States  
7 Constitution or any other law, ordinance or regulation caused by the diversion of waters from  
8 the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any  
9 other element of any kind or nature whatsoever.  
10

11           DEVELOPER shall defend, at its sole expense, including all costs and  
12 fees (including but not limited to attorney fees, cost of investigation, defense and settlements  
13 or awards), DISTRICT, County of Riverside and CITY (including their respective directors,  
14 officers, Board of Supervisors, elected and appointed officials, employees, agents and  
15 representatives) in any claim, proceeding or action for which indemnification is required.  
16

17           With respect to any of DEVELOPER'S indemnification requirements,  
18 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall  
19 have the right to adjust, settle, or compromise any such claim, proceeding or action without the  
20 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such  
21 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
22 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside or CITY.  
23

24           DEVELOPER'S indemnification obligations shall be satisfied when  
25 DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate  
26 form of dismissal (or similar document) relieving DISTRICT, County of Riverside or CITY  
27 from any liability for the claim, proceeding or action involved.  
28

1           The specified insurance limits required in this Agreement shall in no way  
2 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT,  
3 County of Riverside and CITY from third party claims.

4           In the event there is conflict between this section and California Civil  
5 Code Section 2782, this section shall be interpreted to comply with California Civil Code  
6 Section 2782. Such interpretation shall not relieve the DEVELOPER from indemnifying  
7 DISTRICT, County of Riverside or CITY to the fullest extent allowed by law.

8           8. DEVELOPER shall not request DISTRICT to accept any portion or  
9 portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions  
10 of CITY APPURTENANCES prior to the completion of PROJECT construction.

11           9. Any waiver by DISTRICT or by CITY of any breach of any one or more  
12 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
13 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
14 require exact, full and complete compliance with any terms of this Agreement shall not be  
15 construed as, in any manner, changing the terms hereof, or estopping DISTRICT or CITY  
16 from enforcement hereof.

17           10. This Agreement is to be construed in accordance with the laws of the  
18 State of California. If any provision in this Agreement is held by a court of competent  
19 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless  
20 continue in full force without being impaired or invalidated in any way.

21           11. Any and all notices sent or required to be sent to the parties of this  
22 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:  
23  
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1 RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
2 1995 Market Street  
3 Riverside, CA 92501

CITY OF PERRIS  
101 North "D" Street  
Perris, CA 92570

4 STRATFORD RANCH, LLC  
26632 Towne Centre Drive, Suite 320  
5 Foothill Ranch, CA 92610  
6 Attn: Alan Sharp

7 12. Any action at law or in equity brought by any of the parties hereto for the  
8 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court  
9 of competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
10 waive all provisions of law providing for a change of venue in such proceedings to any other  
11 county.

12 13. This Agreement is the result of negotiations between the parties hereto,  
13 and the advice and assistance of their respective counsel. The fact that this Agreement was  
14 prepared as a matter of convenience by DISTRICT shall have no import or significance. Any  
15 uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because  
16 DISTRICT prepared this Agreement in its final form.

17 14. The rights and obligations of DEVELOPER shall inure to and be binding  
18 upon all heirs, successors and assignees.

19 15. DEVELOPER shall not assign or otherwise transfer any of its rights,  
20 duties or obligations hereunder to any person or entity without the written consent of the other  
21 parties hereto being first obtained. In the event of any such transfer or assignment,  
22 DEVELOPER expressly understands and agrees that it shall remain liable with respect to any  
23 and all of the obligations and duties contained in this Agreement.

24 16. The individual(s) executing this Agreement on behalf of DEVELOPER  
25 hereby certify that they have the authority within their respective company(ies) to enter into  
26  
27  
28

1 and execute this Agreement, and have been authorized to do so by any and all boards of  
2 directors, legal counsel, and/or any other board, committee or other entity within their  
3 respective company(ies) which have the authority to authorize or deny entering this  
4 Agreement.

5           17. This Agreement is intended by the parties hereto as a final expression of  
6 their understanding with respect to the subject matter hereof and as a complete and exclusive  
7 statement of the terms and conditions thereof and supersedes any and all prior and  
8 contemporaneous agreements and understandings, oral or written, in connection therewith.

9 This Agreement may be changed or modified only upon the written consent of the parties  
10 hereto.

11 //


12 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 \_\_\_\_\_  
3 (to be filled in by Clerk of the Board)

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RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer


By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL KIPNIS  
Deputy County Counsel

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


(SEAL)

Cooperatve Agreement  
Perris Valley Channel, Stage 5 (MS 99)  
Perris Valley Master Drainage Plan - Line D and Lateral D-3 (MS 149)  
Project Nos. 4-0-00010, 4-0-00493, and 4-0-00494  
08/14/2013

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RECOMMENDED FOR APPROVAL:


CITY OF PERRIS

By   
HABIB MOTLAGH  
City Engineer

By   
DARYL R. BUSCH  
Mayor

APPROVED AS TO FORM:

ATTEST:

By   
ERIC DUNN  
City Attorney

By   
NANCY SALAZAR  
City Clerk

(SEAL)

Cooperative Agreement  
Perris Valley Channel, Stage 5 (MS 99)  
Perris Valley Master Drainage Plan - Line D and Lateral D-3 (MS 149)  
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08/14/2013

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**STRATFORD RANCH, LLC,**  
a Delaware limited liability company

By:   
DAVID R. BIRDWELL  
Manager

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement  
Perris Valley Channel, Stage 5 (MS 99)  
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08/14/2013



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ Georgia

County of Fulton

On October 14<sup>th</sup>, 2013 before me, Mona L. Hand  
(Here insert name and title of the officer)

personally appeared David R. Birdwell

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.

Mona L. Hand  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
 (Title or description of attached document)

\_\_\_\_\_  
 (Title or description of attached document continued)

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

\_\_\_\_\_  
 (Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
 (Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## Exhibit A

### **Legal Description for MS 99 and MS 149**

**Portions of Parcels A and E of Lot 4; all of Parcels A and B and portion of Parcel C of Lot 5; all of Parcels A and B and portion of Parcel C of Lot 10; portions of Parcel A of Lot 11; in Unit 1 of La Vina Land Co Tract Units 1 & 2 as shown by map on file in Book 14 of Maps at Pages 19 and 20, Records of Riverside County, California**

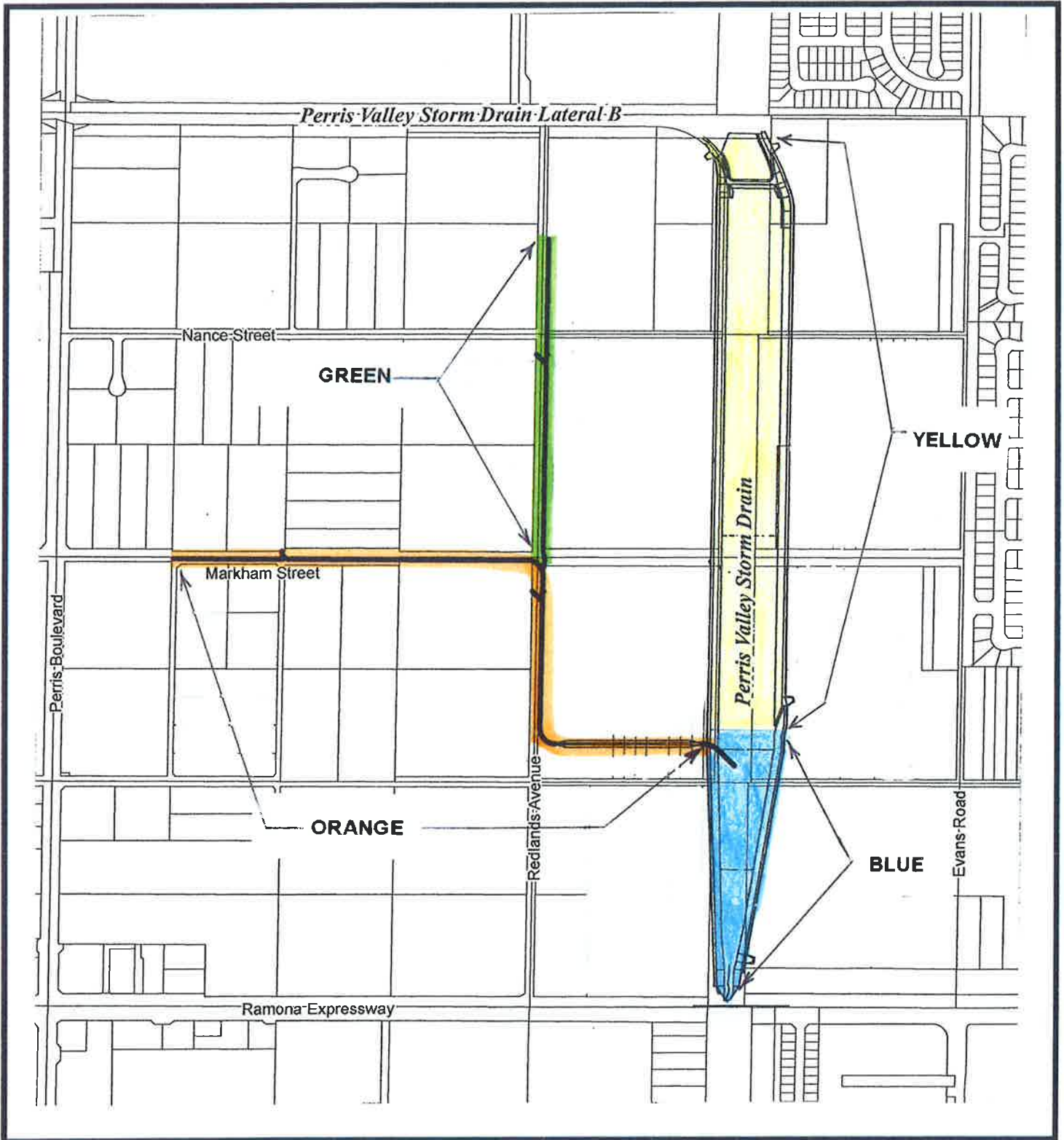
**Portions of Lots 11 through 14, inclusive, in Unit 1 of La Vina Land Co Tract Units 1 & 2 as shown by map on file in Book 14 of Maps at Pages 19 and 20, Records of Riverside County, being portion of Parcel 2 of Certificate of Compliance – LLA No. 12-07-0007 recorded December 3, 2012 as Document No. 2012-0584174 Official Records of said Riverside County, California**

**Portions of Parcel E of Lot 3; portion of Parcel A of Lot 4; all of Parcels A and B and portion of Parcel C of Lot 5; portion of Parcel A of Lot 11; all of Parcels A and B and portion of Parcel C of Lot 10; portion of Parcels A and E of Lot 18; all of Parcels A and B and portion of Parcel C of Lot 19; portion of Parcels A and E of Lot 25; all of Parcels A and B and portion of Parcel C of Lot 24; portion of Lot "B" (Nance Street); and portion of Lot "C" (La Vina Boulevard, now known as Markham Street); in Unit 2 of La Vina Land Co Tract Units 1 & 2 as shown by map on file in Book 14 of Maps at Pages 19 and 20, Records of Riverside County, California**

**Portions of Lots 18, 19, 24 and 25 of Map of Los Angeles Vineyard Association Tract 1 as shown by map on file in Book 10 of Maps at page 99, Records of Riverside County, California**

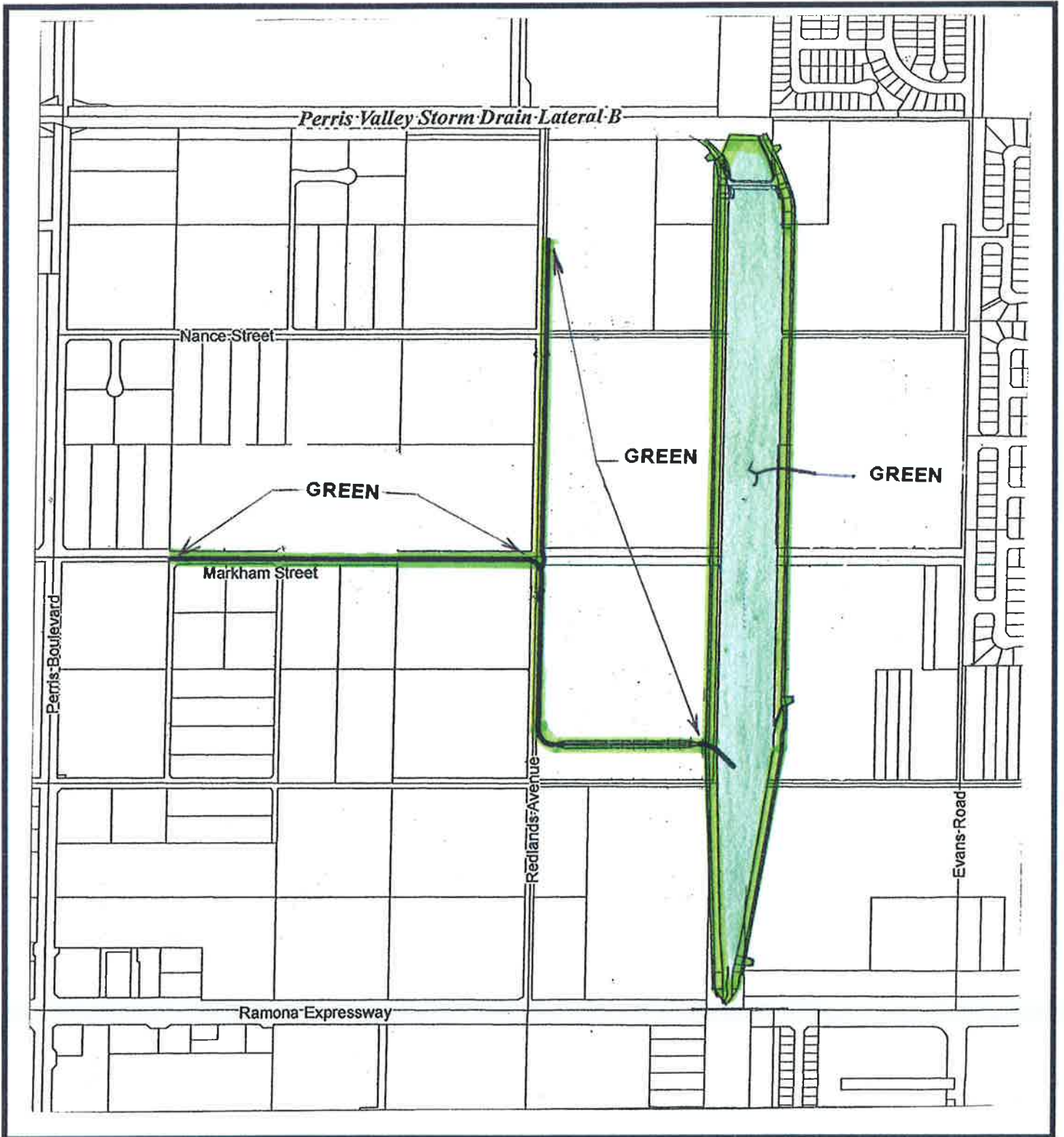
**APN's 302-140-003, -007, 302-150-001 through -007, -009, -010, 302-160-001, -003, -021, 302-170-003, -006, -008 and -009**

# EXHIBIT B



Cooperative Agreement  
Perris Valley Channel – Stage 5 (MS 99)  
Perris Valley MDP – Line D and Lateral D-3 (MS 149)  
Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
1 of 1

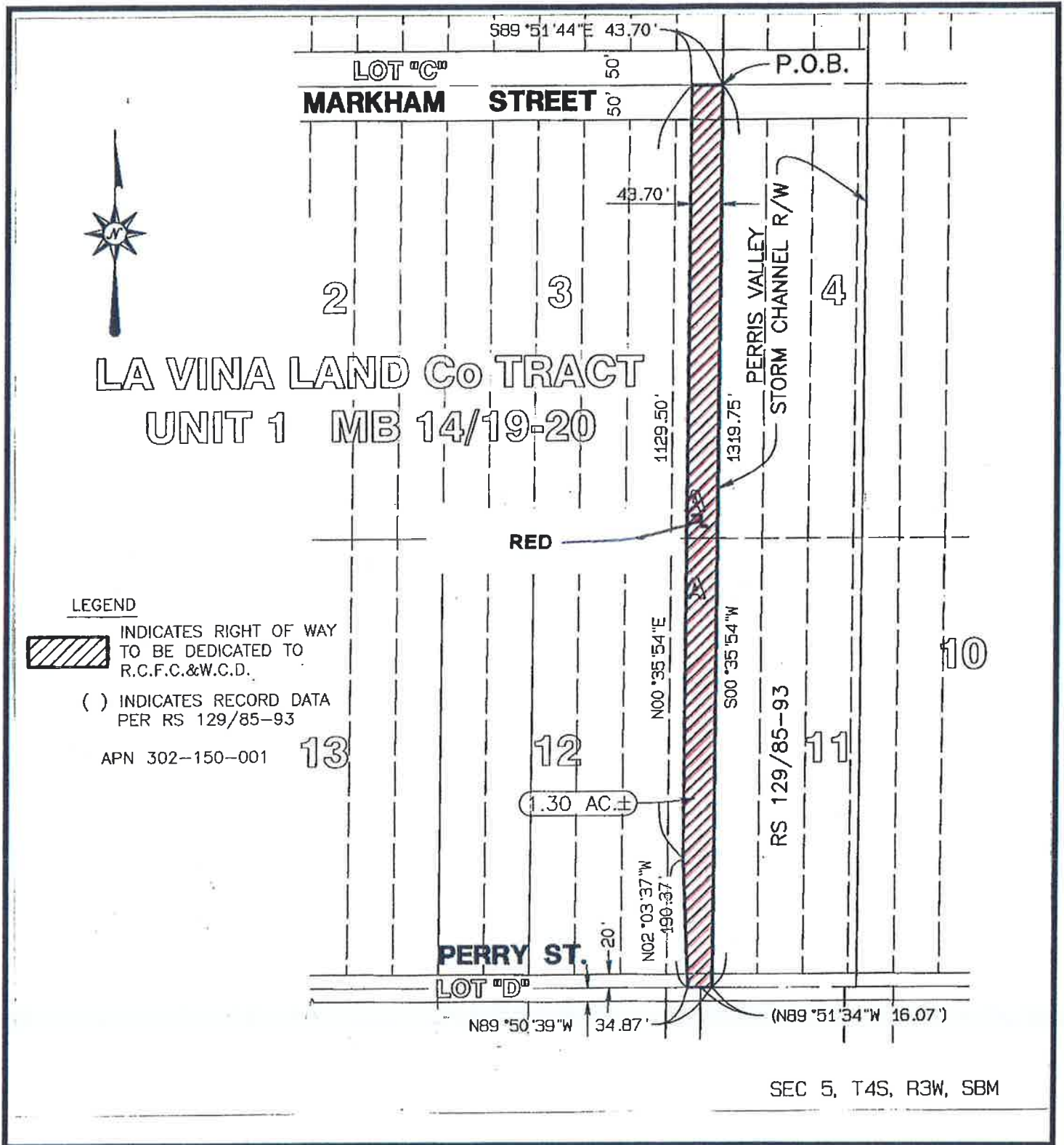
# EXHIBIT C



Cooperative Agreement  
Perris Valley Channel – Stage 5 (MS 99)  
Perris Valley MDP – Line D and Lateral D-3 (MS 149)  
Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
1 of 1

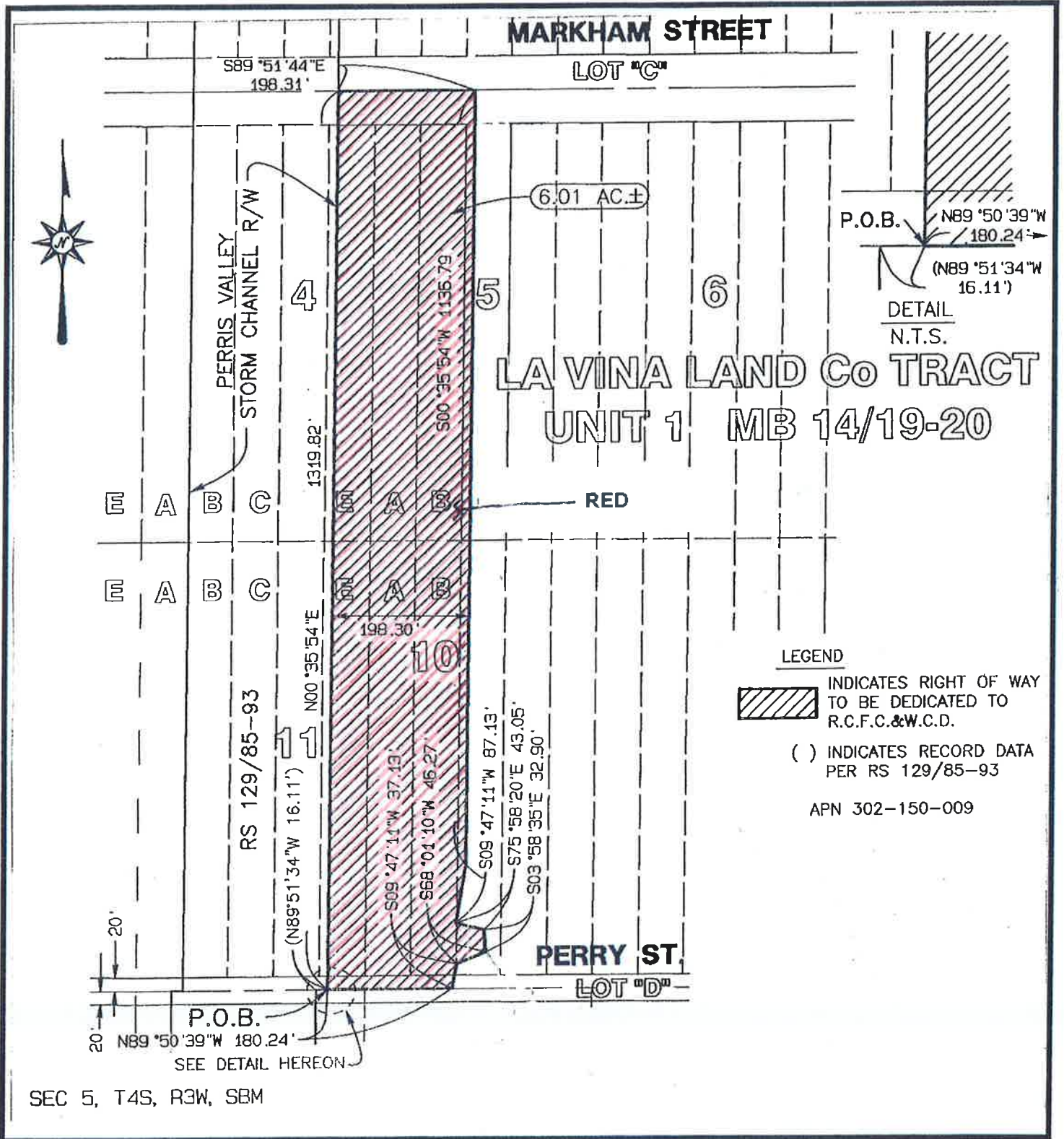


# EXHIBIT D



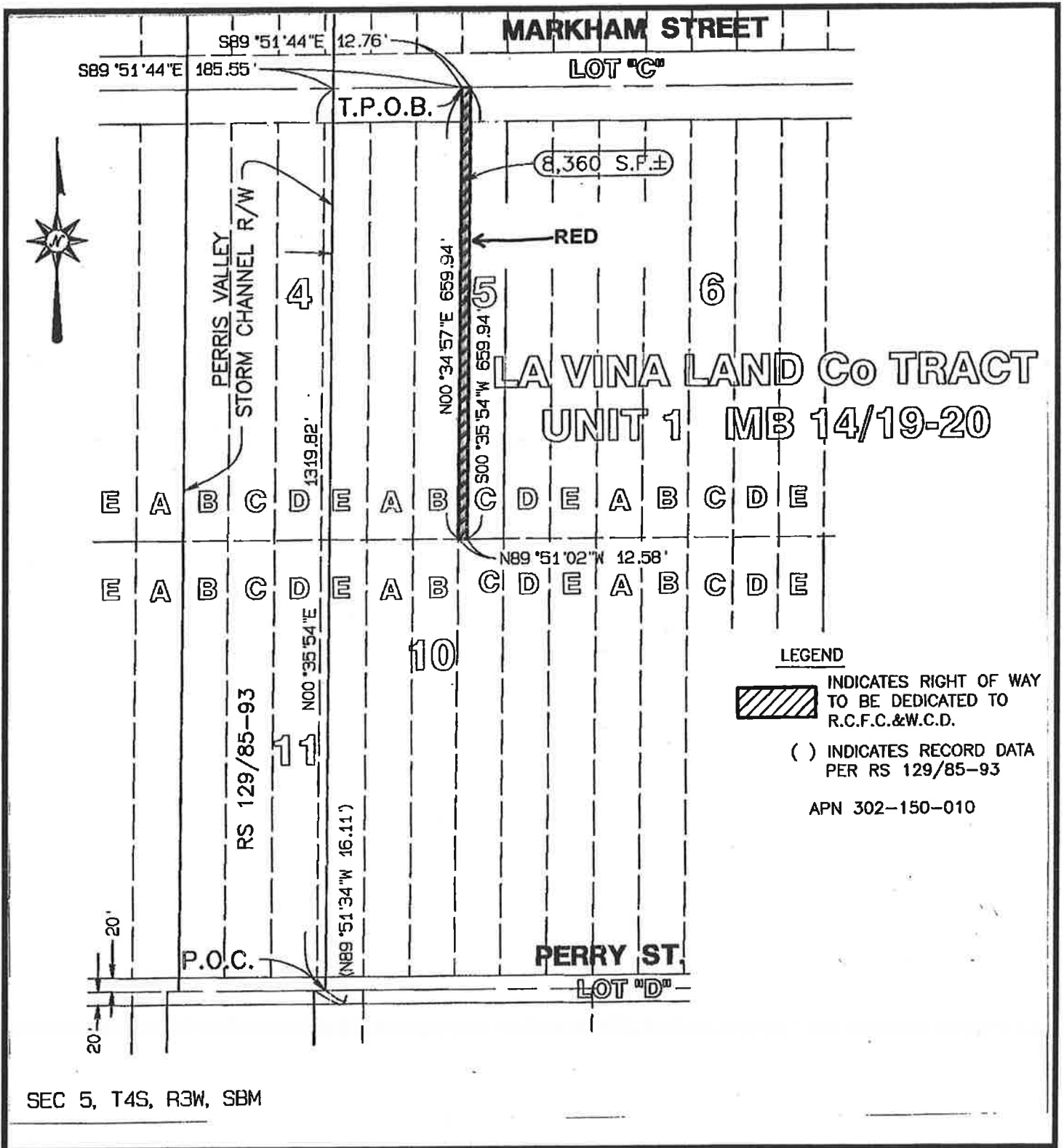
Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
 Perris Valley MDP – Line D and Lateral D-3 (MS 149)  
 Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
 1 of 12

# EXHIBIT D



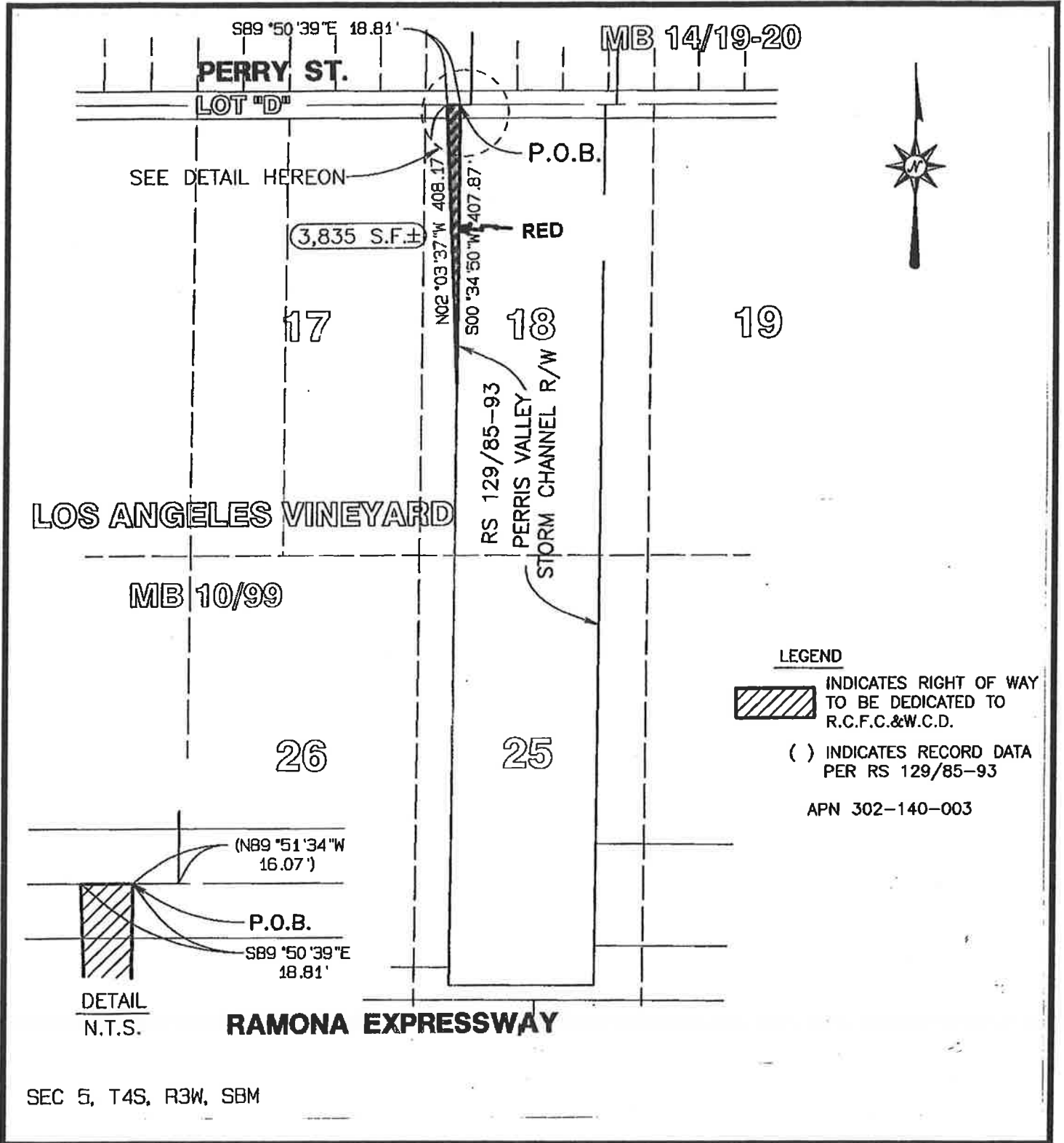
Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
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 2 of 12

# EXHIBIT D



Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
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 Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
 3 of 12

# EXHIBIT D

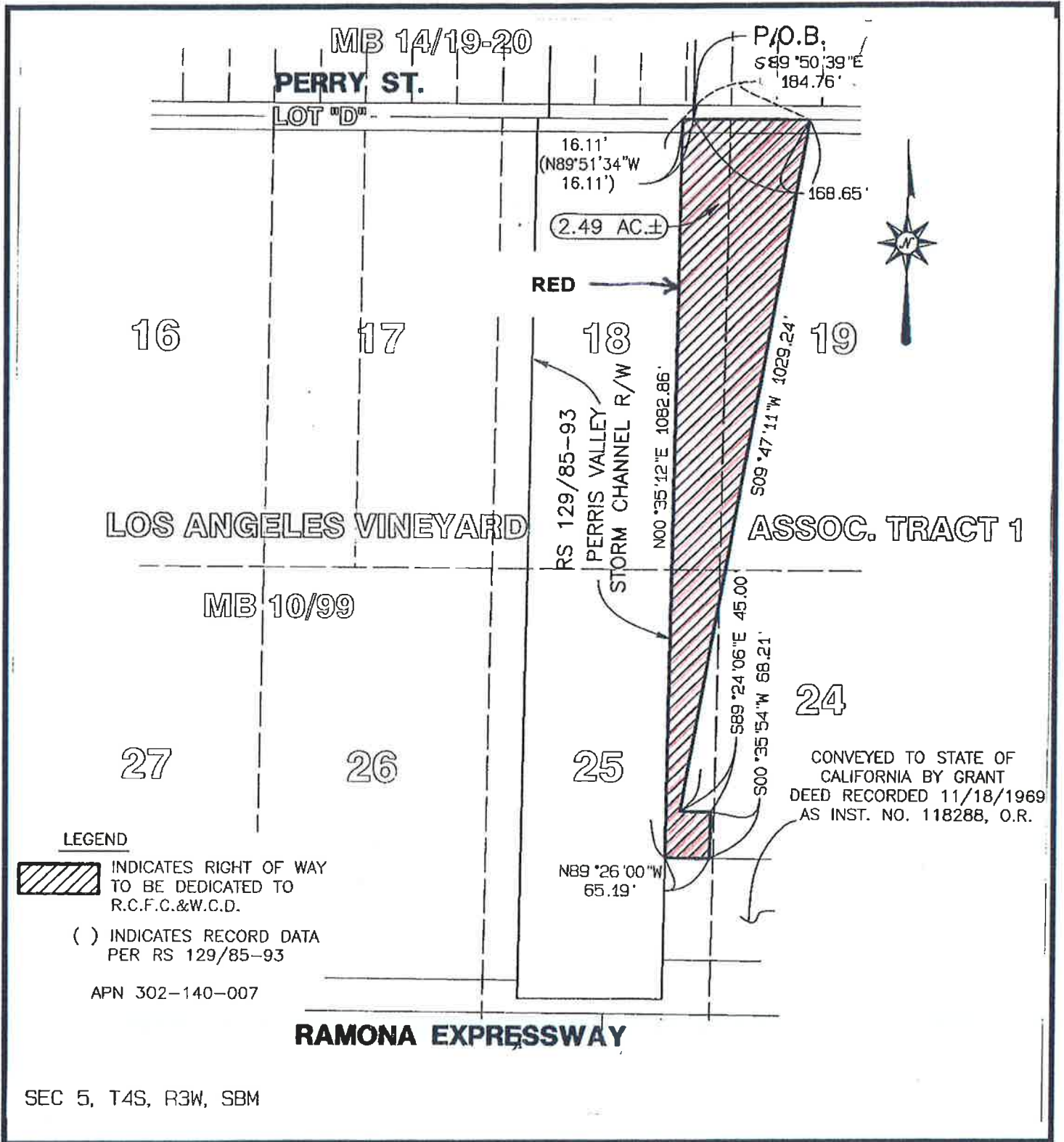


SEC 5, T4S, R3W, SBM

Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
 Perris Valley MDP – Line D and Lateral D-3 (MS 149)  
 Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
 4 of 12

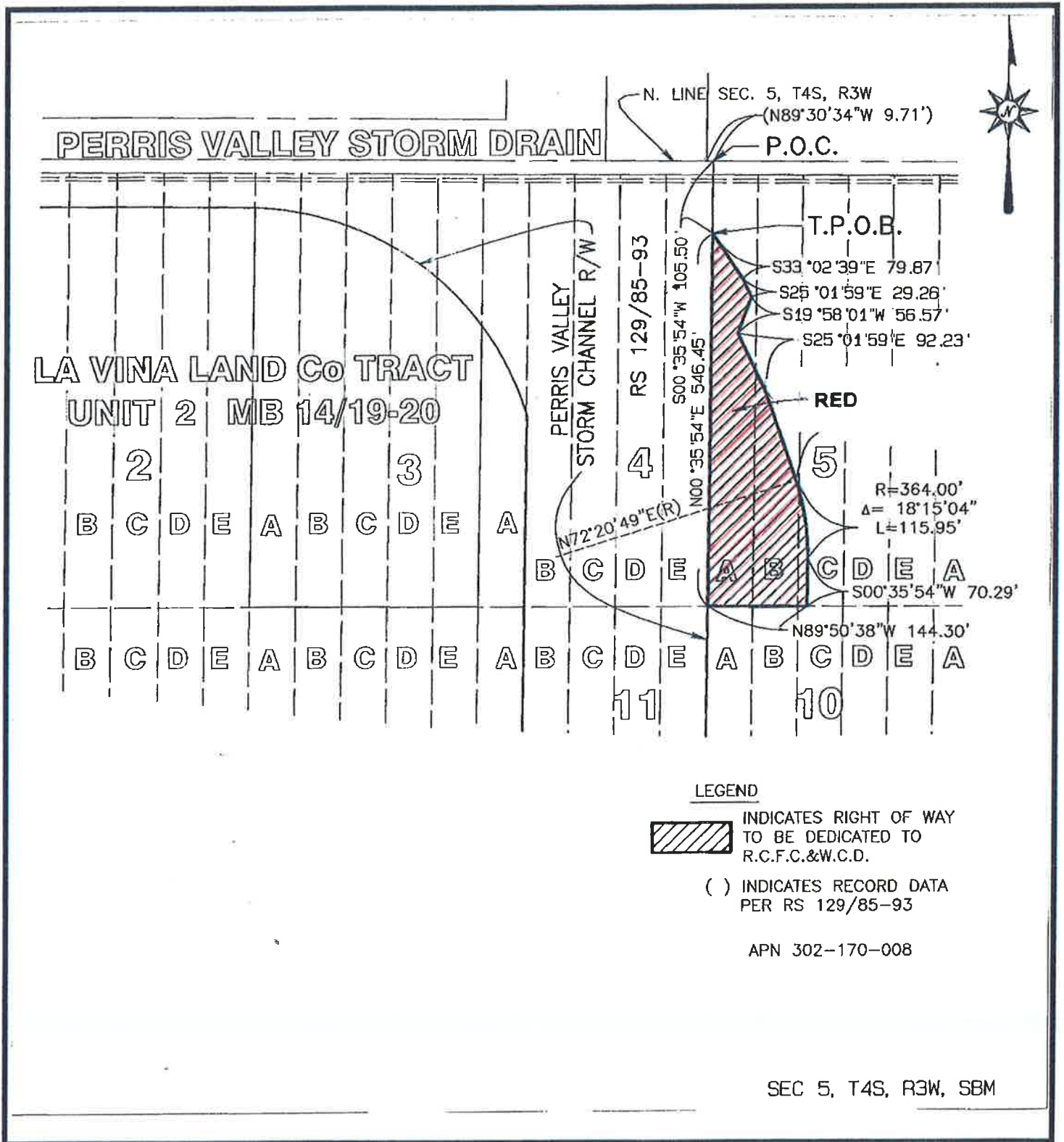


# EXHIBIT D



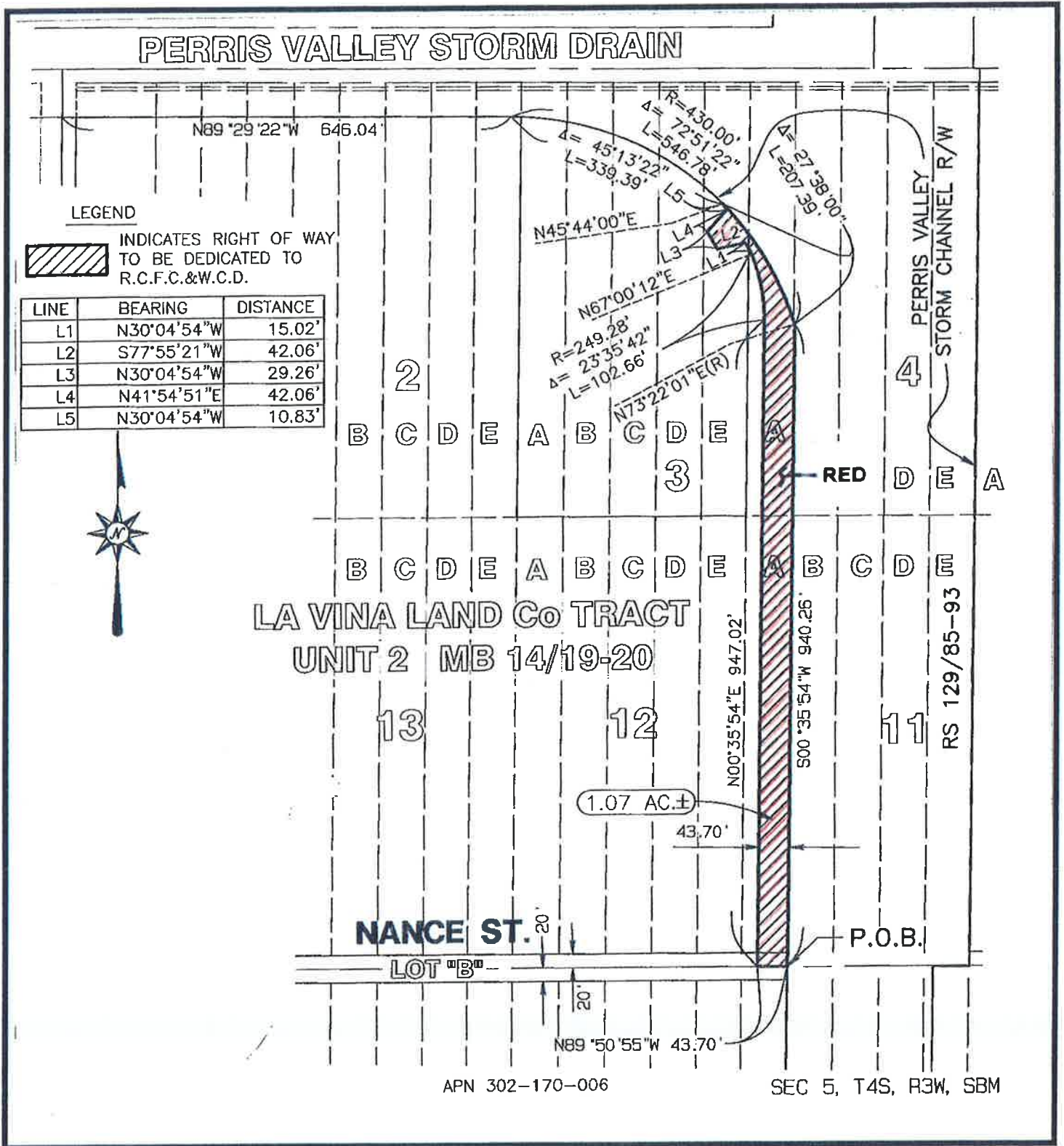
Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
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 5 of 12

# EXHIBIT D



Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
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 6 of 12

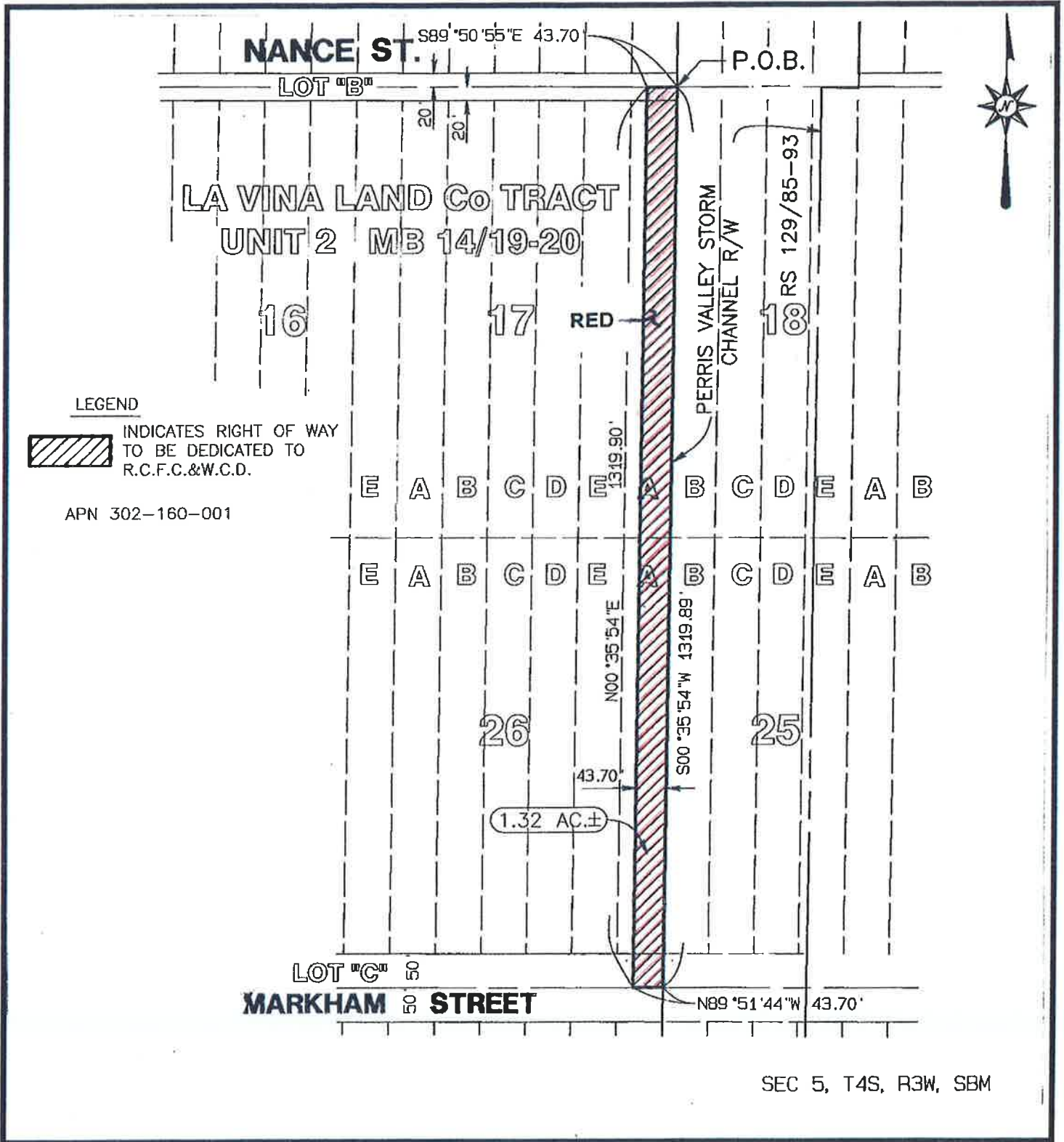
# EXHIBIT D



Cooperative Agreement  
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 Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
 7 of 12

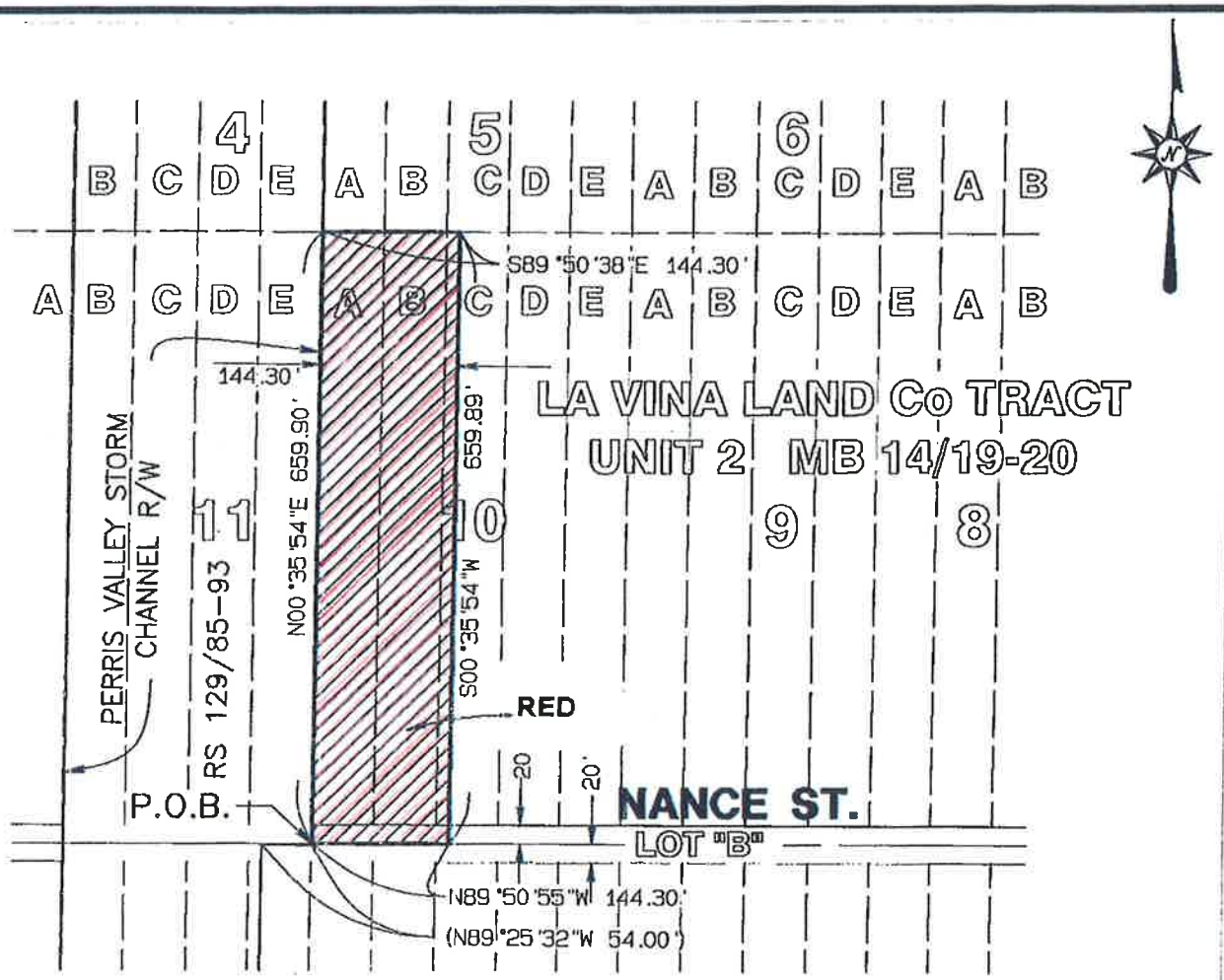


# EXHIBIT D



Cooperative Agreement  
 Perris Valley Channel – Stage 5 (MS 99)  
 Perris Valley MDP – Line D and Lateral D-3 (MS 149)  
 Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
 8 of 12

# EXHIBIT D



LEGEND



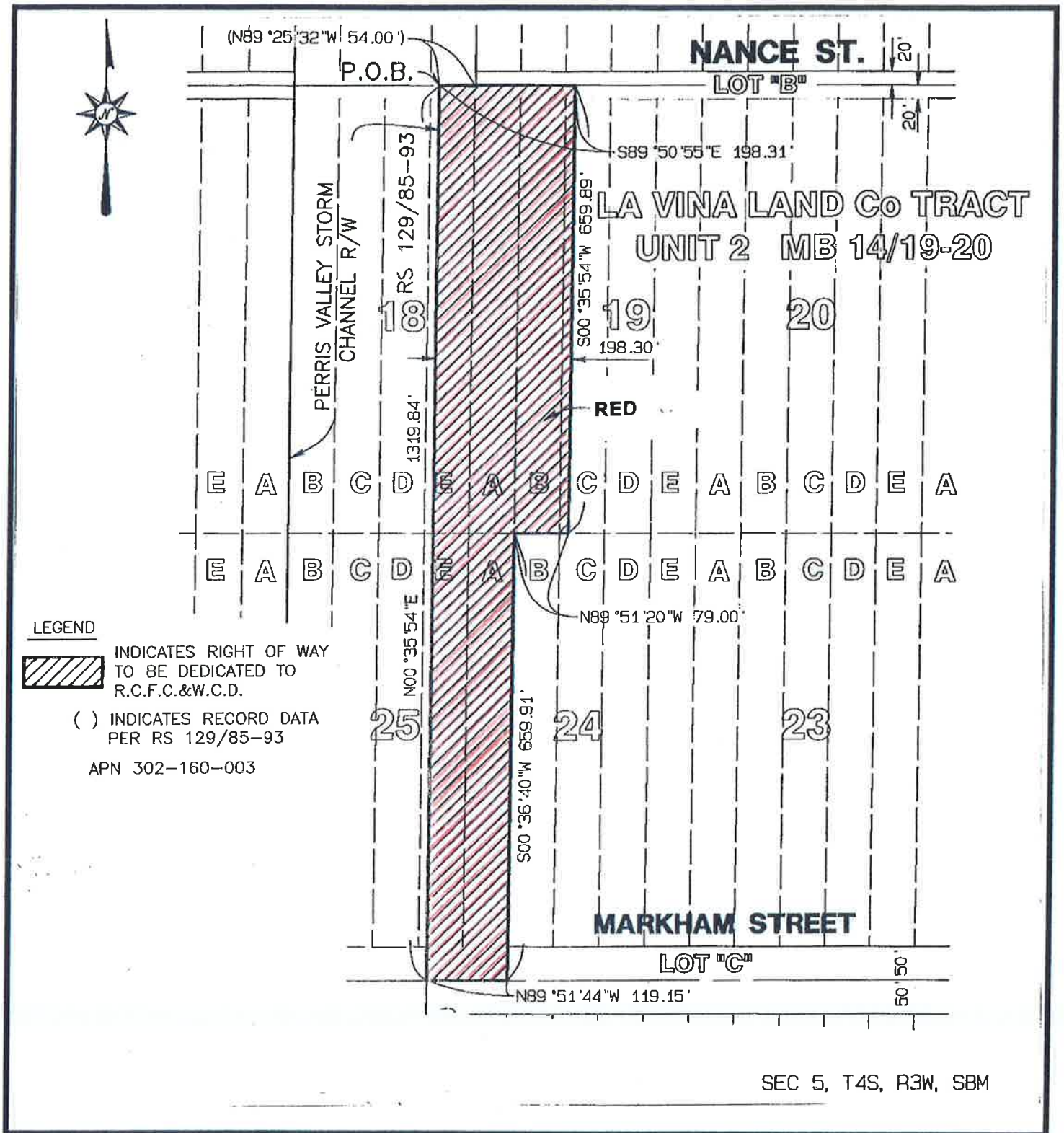
INDICATES RIGHT OF WAY  
TO BE DEDICATED TO  
R.C.F.C.&W.C.D.

( ) INDICATES RECORD DATA  
PER RS 129/85-93

APN 302-170-009

SEC 5, T4S, R3W, SBM

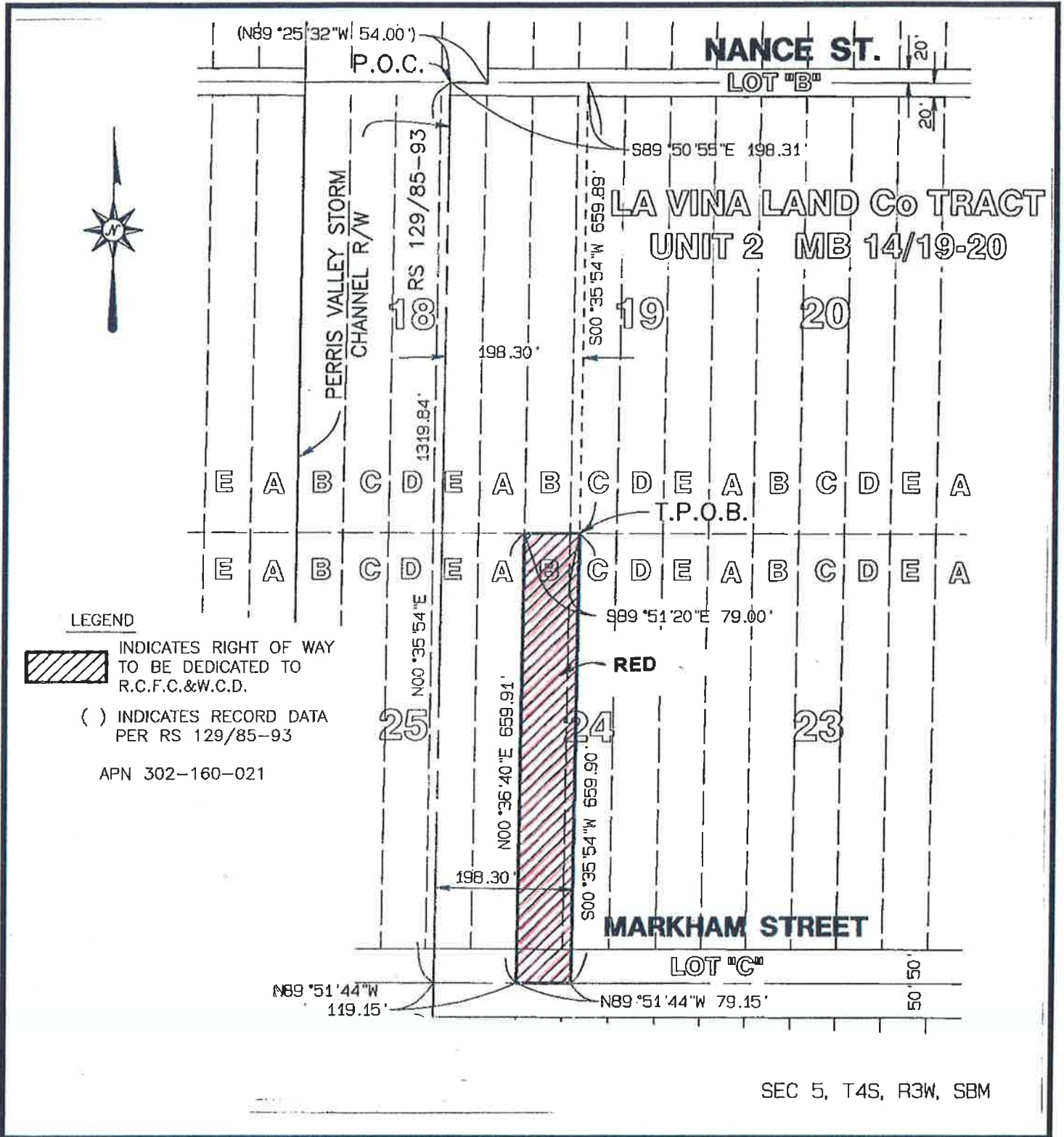
# EXHIBIT D



Cooperative Agreement  
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 Perris Valley MDP – Line D and Lateral D-3 (MS 149)  
 Project Nos.: 4-0-00010, 4-0-00493 and 4-0-00494  
 10 of 12

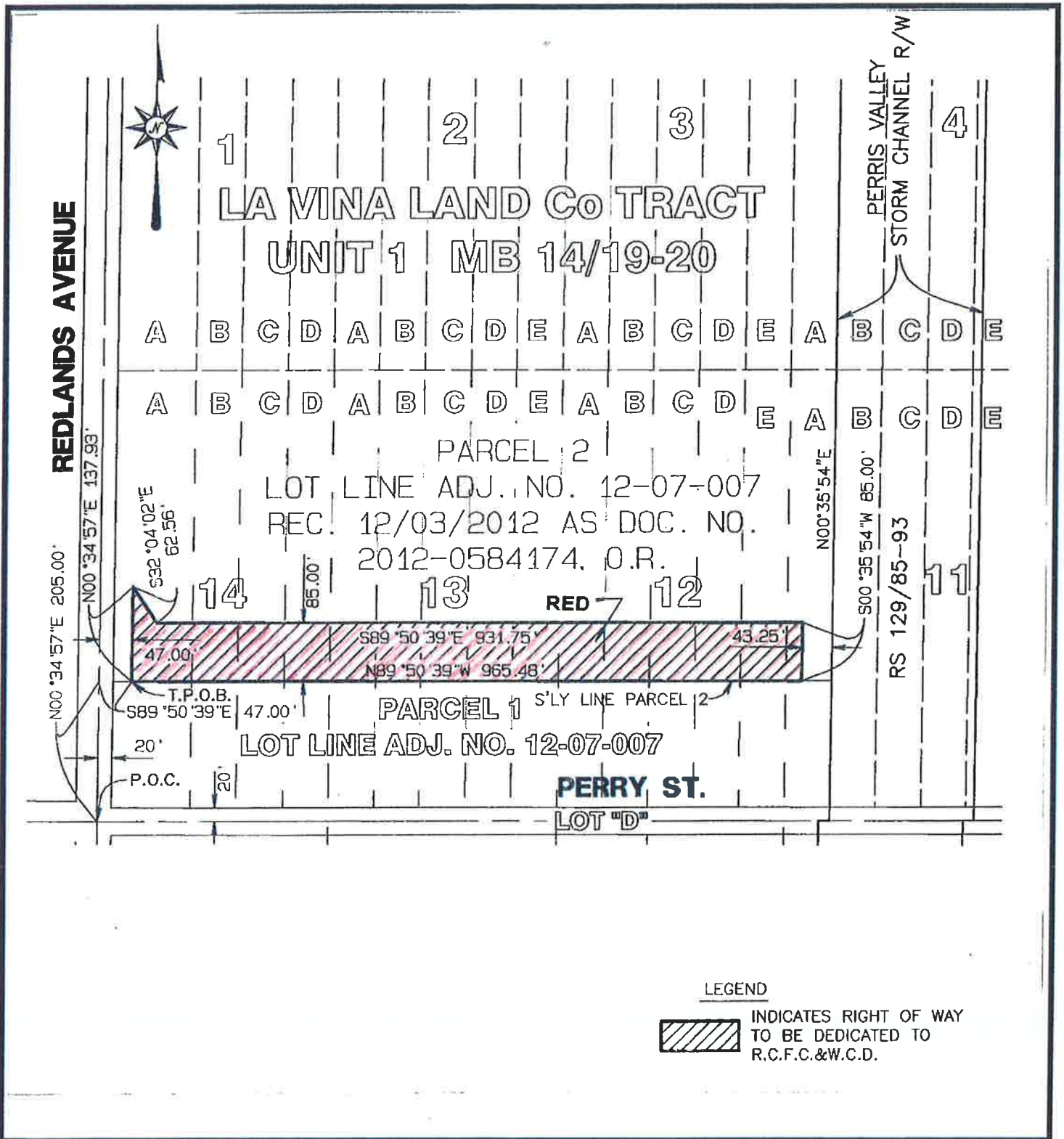


# EXHIBIT D



Cooperative Agreement  
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 11 of 12

# EXHIBIT D



Cooperative Agreement  
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 12 of 12