

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

513B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

May 20, 2014

SUBJECT: Approve Cooperative Agreement with City of Riverside and Tri Pointe Homes for Arizona Channel Lines C-1 and C-2, Stage 2 (Tract No. 32772); Project No. 1-0-00171; District 1/District 1; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Riverside (City) and Tri Pointe Homes, Inc. (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which the Developer must construct, as a condition of approval, certain road improvements by replacing certain portions of the District's Arizona Channel Lines C-1 and C-2 with underground storm drain facilities in order to provide adequate access to Developer's planned development. Said road improvements and underground storm drain facilities are to be constructed by Developer and inspected, operated and maintained by the City and District, respectively.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-------------------|----------------------|-------------------|-------------|---------------|--|
| COST | \$ N/A | \$ N/A | \$ N/A | \$ N/A | Consent <input type="checkbox"/> Policy <input type="checkbox"/> |
| NET DISTRICT COST | \$ N/A | \$ N/A | \$ N/A | \$ N/A | |

SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs.

Budget Adjustment: No
For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 5/18/14
Departmental Concurrences

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

Prev. Agn. Ref.:

District: 1st/1st

Agenda Number:

11-6

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

FORM 11: Approve Cooperative Agreement with City of Riverside and Tri Pointe Homes for Arizona Channel Lines C-1 and C-2, Stage 2 (Tract No. 32772)
Project No. 1-0-00171; District 1/District 1 [\$0]

DATE: May 20, 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 underground storm drain facilities. Upon completion of the project construction, the District will assume ownership, operation and maintenance of the storm drain facilities. City will assume ownership and maintenance of the portion of road improvements located within its rights of way.

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

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

Future O&M costs associated with the storm drain facilities will accrue to the District.

TT:bad

COOPERATIVE AGREEMENT
ARIZONA CHANNEL LINES C-1 and C-2, STAGE 2
Tract No. 32772

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3 The Riverside County Flood Control and Water Conservation District,
4 hereinafter called "DISTRICT", the City of Riverside, hereinafter called "CITY", and Tri Pointe
5 Homes, Inc., a Delaware corporation, hereinafter called "DEVELOPER", hereby agree as
6 follows:

RECITALS

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9 A. Forestar Riverside, LLC, a Delaware limited liability company,
10 hereinafter called "FORESTAR", acquired an interest in certain real property located adjacent to
11 DISTRICT'S Arizona Channel Lines C-1 and C-2, Stage 2 right of way; and

12 B. FORESTAR has submitted for approval Tract No. 32772 in the City of
13 Riverside. As a condition of approval, FORESTAR must construct certain road improvements
14 by replacing certain portions of DISTRICT'S existing Arizona Channel Lines C-1 and C-2,
15 Stage 2, hereinafter called "OPEN CHANNELS", with underground storm drain facilities to
16 provide adequate access to FORESTAR'S planned development; and

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18 C. The legal description of Tract No. 32772 is provided in Exhibit "A"
19 attached hereto and made a part hereof; and

20 D. DISTRICT and FORESTAR previously entered into that certain
21 agreement entitled "Agreement For Sale and Purchase of Real Property" executed on July 30,
22 2012, hereinafter called "SALE AND PURCHASE AGREEMENT", which set forth the terms
23 and conditions under which DISTRICT will convey to FORESTAR in fee simple title certain
24 portions of DISTRICT'S OPEN CHANNELS right of way, hereinafter called "PROPERTY", as
25 further described in Exhibit "B", attached hereto and made a part hereof. The SALE AND
26 PURCHASE AGREEMENT also contains provisions that include, but are not limited to, the
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1 reservation of certain easements for flood control purposes; and

2 E. Subsequent to the execution of said SALE AND PURCHASE
3 AGREEMENT, DEVELOPER has acquired fee title to the PROPERTY; and

4 F. DEVELOPER proposes to convert certain portions of DISTRICT'S
5 OPEN CHANNELS into underground storm drain facilities by i) removing approximately 170
6 lineal feet of existing Arizona Channel Line C-1, Stage 2 as shown on District Drawing No. 1-
7 457 (Sheet 5, Sta. 32+00 to Sta. 33+70), ii) removing approximately 250 lineal feet of existing
8 Arizona Channel Line C-2, Stage 2 as shown on District Drawing No. 1-457 (Sheet 7, Sta.
9 106+70 to Sta. 109+20), iii) constructing approximately 110 lineal feet of underground
10 reinforced concrete pipe and its associated 60 lineal feet of transition structure, hereinafter
11 called "NEW C-1", as shown on District Drawing No. 1-0717, and iv) constructing
12 approximately 190 lineal feet of underground reinforced concrete box and its associated 60
13 lineal feet of transition structure, hereinafter called "NEW C-2", as shown on District Drawing
14 No. 1-0717. The 60 lineal feet of transition structures, hereinafter called "TRANSITION
15 STRUCTURES", associated with NEW C-1 and NEW C-2 are to be constructed within
16 DISTRICT owned fee rights of way. Together, NEW C-1 and NEW C-2 are hereinafter called
17 "DISTRICT DRAINAGE FACILITIES"; and

20 G. Associated with the construction of DISTRICT DRAINAGE
21 FACILITIES is the construction of certain road improvements that are to be constructed within
22 DEVELOPER held rights of way or CITY held rights of way, hereinafter called "ROAD
23 IMPROVEMENTS"; and

24 H. Those ROAD IMPROVEMENTS that are to be located within
25 DEVELOPER held rights of way and which are to be initially owned and maintained by
26 DEVELOPER and, subsequently, owned and maintained by the Home Owners' Association for
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1 Tract No. 32772 are hereinafter called "PRIVATE ROADS". Those ROAD IMPROVEMENTS
2 that are to be located within CITY held rights of way and which are to be owned and maintained
3 by CITY are hereinafter called "CITY ROAD"; and

4 I. Together, DISTRICT DRAINAGE FACILITIES and ROAD
5 IMPROVEMENTS are hereinafter called "PROJECT"; and

6 J. CITY and DEVELOPER desire DISTRICT to accept ownership and
7 responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES,
8 therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
9 DISTRICT DRAINAGE FACILITIES and subsequently inspect the construction of DISTRICT
10 DRAINAGE FACILITIES; and

11 K. DISTRICT and DEVELOPER desire CITY to accept ownership and
12 responsibility for operation and maintenance of CITY ROAD, therefore, CITY must review and
13 approve DEVELOPER'S plans and specifications for ROAD IMPROVEMENTS and
14 subsequently inspect the construction of ROAD IMPROVEMENTS; and

15 L. DISTRICT is willing to i) review and approve DEVELOPER'S
16 DISTRICT DRAINAGE FACILITIES plans and specifications, ii) inspect the construction of
17 DISTRICT DRAINAGE FACILITIES, and iii) assume ownership and responsibility for the
18 operation and maintenance of DISTRICT DRAINAGE FACILITIES upon completion of
19 PROJECT construction, provided that DEVELOPER i) complies with this Agreement, ii) pays
20 DISTRICT the amounts specified herein to cover DISTRICT'S plan check review and
21 construction inspection costs, iii) constructs PROJECT in accordance with DISTRICT and
22 CITY approved plans and specifications, iv) accepts ownership and responsibility for the
23 operation and maintenance of PROJECT following completion of PROJECT construction until
24 such time as DISTRICT accepts ownership and responsibility for the operation and maintenance
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1 of DISTRICT DRAINAGE FACILITIES, v) obtains and conveys to DISTRICT the necessary
2 rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE
3 FACILITIES as set forth herein, and vi) indemnifies and holds DISTRICT harmless against any
4 claims from the public's use of ROAD IMPROVEMENTS; and

5 M. CITY is willing to i) review and approve PROJECT plans and
6 specifications, ii) inspect the construction of ROAD IMPROVEMENTS, iii) accept and hold
7 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
8 DRAINAGE FACILITIES, iv) assume ownership and responsibility for the operation and
9 maintenance of CITY ROAD upon completion of PROJECT construction, and v) consent to the
10 recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPER
11 as provided herein.
12

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

14 SECTION I

15 DEVELOPER shall:

16 1. Prepare PROJECT plans and specifications, hereinafter called
17 "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT
18 DRAINAGE FACILITIES, in accordance with applicable DISTRICT and CITY standards, and
19 submit to DISTRICT and CITY for their review and approval.
20

21 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
22 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
23 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT
24 PLANS, review and approval of right of way and conveyance documents, and with the
25 processing and administration of this Agreement.
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1 3. Deposit with DISTRICT (Attention: Business Office - Accounts
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
3 construction as set forth in Section I.8. herein, the estimated cost of providing construction
4 inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved
5 by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
6 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE
7 FACILITIES.

8 4. Obtain all necessary licenses, agreements, approvals, rights of way, rights
9 of entry and temporary construction easements as may be necessary to construct, operate and
10 maintain PROJECT.

11 5. Furnish DISTRICT with copies of all permits, approvals, licenses or
12 agreements as may be required by any Federal, State or local resource and/or regulatory
13 agencies pertaining to the construction, operation and maintenance of DISTRICT DRAINAGE
14 FACILITIES. Such documents, hereinafter called "REGULATORY PERMITS", may include,
15 but are not limited to, those permits issued by the U.S. Army Corps of Engineers, California
16 Regional Water Quality Control Board (CRWQCB), California State Department of Fish and
17 Wildlife, State Water Resources Control Board, and Western Riverside County Regional
18 Conservation Authority.

19 6. Grant DISTRICT and CITY, by execution of this Agreement, the right to
20 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
21 access to and performing inspection service for the construction of PROJECT as set forth
22 herein.

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

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

13 9. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
14 the start of construction as set forth in Section I.8., with a complete list of all contractors and
15 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the
16 corresponding license number and license classification of each. At such time, DEVELOPER
17 shall further identify in writing its designated superintendent for DISTRICT DRAINAGE
18 FACILITIES construction.

19
20 10. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
21 the start of construction as set forth in Section I.8., a construction schedule which shall show the
22 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
23 various parts of work, including estimated start and completion dates. As construction of
24 DISTRICT DRAINAGE FACILITIES progress, DEVELOPER shall update said construction
25 schedule as requested by DISTRICT.
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1 11. Furnish DISTRICT with final mylar plans for DISTRICT DRAINAGE
2 FACILITIES, and assign their ownership to DISTRICT prior to the start of DISTRICT
3 DRAINAGE FACILITIES construction.

4 12. Not permit any change to, or modification of, DISTRICT and CITY
5 approved IMPROVEMENT PLANS without the prior written permission and consent of
6 DISTRICT and CITY.

7 13. Comply with all Cal/OSHA safety regulations including regulations
8 concerning confined space and maintain a safe working environment for DEVELOPER,
9 DISTRICT and CITY employees on the site.

10 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
11 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
12 DISTRICT DRAINAGE FACILITIES. The procedure shall comply with requirements
13 contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space
14 Operations, Section 5157, Permit Required Confined Space and District Confined Space
15 Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the
16 issuance of a Notice to Proceed.
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18 15. During the construction period of DISTRICT DRAINAGE FACILITIES,
19 provide Workers' Compensation Insurance in an amount required by law. A certificate of said
20 insurance policy shall be provided to DISTRICT and CITY at the time of providing written
21 notice pursuant to Section I.8.
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23 16. Commencing on the date notice is given pursuant to Section I.8., and
24 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for ownership,
25 operation and maintenance and CITY accepts CITY ROAD for ownership, operation and
26 maintenance:
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- 1 (a) Provide and maintain or cause its contractor(s) to provide and
2 maintain comprehensive liability insurance coverage, which shall
3 protect DEVELOPER from claim from damages for personal injury,
4 including accidental and wrongful death, as well as from claims for
5 property damage that may arise from DEVELOPER'S construction
6 of PROJECT or the performance of its obligations hereunder,
7 whether such construction or performance be by DEVELOPER, by
8 any of its contractors, subcontractors, or by anyone employed
9 directly or indirectly by any of them. Such insurance shall name
10 DISTRICT, County of Riverside and CITY as additional insureds
11 with respect to this Agreement and the obligations of DEVELOPER
12 hereunder. Such insurance shall provide for limits of not less than
13 two million dollars (\$2,000,000) per occurrence.
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15 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),
16 who shall be authorized by the California Department of Insurance
17 to transact the business of insurance in the State of California, to
18 furnish DISTRICT and CITY at the time of providing written notice
19 to DISTRICT of the start of construction as set forth in Section I.8.,
20 with certificate(s) of insurance and applicable policy endorsements
21 showing that such insurance is in full force and effect and that
22 DISTRICT, County of Riverside and CITY are named as additional
23 insureds with respect to this Agreement and the obligations of
24 DEVELOPER hereunder. Further, said certificate(s) shall state that
25 the issuing company shall give DISTRICT and CITY sixty (60)
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1 days written notice in the event of any cancellation, termination,
2 non-renewal or reduction in coverage of the policies evidenced by
3 the certificate(s). In the event of any such cancellation, termination,
4 non-renewal or reduction in coverage, DEVELOPER shall,
5 forthwith, secure replacement insurance meeting the provisions of
6 this paragraph.

7 Failure to maintain the insurance required by this paragraph shall be
8 deemed a material breach of this Agreement and shall authorize and
9 constitute authority for DISTRICT, at its sole discretion, to proceed
10 to perform the remaining work pursuant to Section IV.3.

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12 17. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole
13 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT
14 PLANS.

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16 18. Within two (2) weeks of completing PROJECT construction, provide
17 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that
18 PROJECT construction is substantially complete and request that DISTRICT conduct a final
19 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
20 ROAD IMPROVEMENTS.

21 19. Accept ownership and sole responsibility for the operation and maintenance
22 of PROJECT until such time as: (i) DISTRICT accepts ownership and responsibility for the
23 operation and maintenance of DISTRICT DRAINAGE FACILITIES, (ii) CITY accepts
24 ownership and responsibility for the operation and maintenance of CITY ROAD, and (iii) the
25 Home Owners' Association for Tract No. 32772 accepts ownership and responsibility for the
26 operation and maintenance of PRIVATE ROADS.

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1 approval.

2 3. Upon execution of this Agreement, record or cause to be recorded, a copy
3 of this Agreement in the Official Records of the Riverside County Recorder.

4 4. Grant DEVELOPER, by execution of this Agreement, the right to
5 construct, operate and maintain TRANSITION STRUCTURES until such time as DISTRICT
6 accepts ownership and responsibility for the operation and maintenance of DISTRICT
7 DRAINAGE FACILITIES.

8 5. Inspect construction of DISTRICT DRAINAGE FACILITIES.

9 6. Keep an accurate accounting of all DISTRICT costs associated with the
10 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
11 conveyance documents, and the processing and administration of this Agreement.

12 7. Keep an accurate accounting of all DISTRICT construction inspection
13 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
14 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
15 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
16 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
17 FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated
18 by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as
19 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
20 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

21 8. Accept ownership and sole responsibility for the operation and maintenance
22 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
23 DRAINAGE FACILITIES in accordance with Section I.18., (ii) DISTRICT acceptance of
24 DISTRICT DRAINAGE FACILITIES construction as being complete, (iii) CITY acceptance of
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1 ROAD IMPROVEMENTS construction as being complete, (iv) DISTRICT receipt of stamped
2 and signed "record drawings" of DISTRICT DRAINAGE FACILITIES plans, as set forth in
3 Section I.21., (v) acceptance by CITY of all necessary street rights of way as deemed necessary
4 by DISTRICT and CITY for the operation and maintenance of PROJECT, and (vi) DISTRICT'S
5 sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained
6 condition.

7 SECTION III

8 CITY shall:

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10 1. Review and approve IMPROVEMENT PLANS prior to the start of
11 PROJECT construction.
- 12 2. Accept CITY and DISTRICT approved faithful performance and payment
13 bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided
14 herein.
- 15 3. Inspect construction of ROAD IMPROVEMENTS.
- 16 4. Consent, by execution of this Agreement, to the recording of any
17 Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
- 18 5. As requested by DISTRICT, accept the Irrevocable Offer (s) of Dedication,
19 as set forth herein, and any other outstanding offers of dedication necessary for the construction,
20 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES.
- 21 6. Grant DISTRICT, by execution of this Agreement, the right to inspect,
22 operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.
- 23 7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as
24 being complete, accept ownership and responsibility for the operation and maintenance of CITY
25 ROAD.
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1 reimburse DISTRICT for DISTRICT costs incurred.

2 4. DISTRICT shall assume no responsibility, obligation or liability
3 whatsoever for the design, construction, operation or maintenance of ROAD
4 IMPROVEMENTS. Furthermore, DEVELOPER, its successors and assigns, shall indemnify
5 and hold DISTRICT harmless against any claims, actions, liabilities or damages related to the
6 public's or a third party's use of ROAD IMPROVEMENTS.

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

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

23 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
24 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
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1 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
2 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
3 written request for permission from DISTRICT to work the additional hours. The request shall
4 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
5 work hours and shall state the reasons for the overtime and the specific time frames required.
6 The decision of granting permission for overtime work shall be made by DISTRICT at its sole
7 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
8 charged the cost incurred at the overtime rates for additional inspection time required in
9 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
10 any amendments thereto, of the County of Riverside.
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12 7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
13 Riverside and CITY, (including their respective agencies, districts, special districts and
14 departments, their respective directors, officers, Board of Supervisors, elected and appointed
15 officials, employees, agents and representatives) from any liability, claim, damage, proceeding
16 or action, present or future, based upon, arising out of or in any way relating to DEVELOPER'S
17 (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions
18 related to this Agreement, performance under this Agreement, or failure to comply with the
19 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily
20 injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California
21 Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance
22 or regulation caused by the diversion of waters from the natural drainage patterns or the
23 discharge of drainage within or from PROJECT; or, (d) any other element of any kind or nature
24 whatsoever.
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1 DEVELOPER shall defend, at its sole expense, including all costs and fees
2 (including but not limited to attorney fees, cost of investigation, defense and settlements or
3 awards), DISTRICT, County of Riverside and CITY (including their directors, officers, Board
4 of Supervisors, elected and appointed officials, employees, agents and representatives) in any
5 claim, proceeding or action for which indemnification is required.

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

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

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

19 In the event there is conflict between this section and California Civil Code
20 Section 2782, this section shall be interpreted to comply with California Civil Code Section
21 2782. Such interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT,
22 County of Riverside or CITY to the fullest extent allowed by law.

23 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of
24 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
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1 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
2 require exact, full and complete compliance with any terms of this Agreement shall not be
3 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
4 enforcement hereof.

5 9. Any notices sent or required to be sent to either party shall be mailed to the
6 following addresses:

7 RIVERSIDE COUNTY FLOOD CONTROL
8 AND WATER CONSERVATION DISTRICT
9 1995 Market Street
10 Riverside, CA 92501
11 Attn: Administration Services Section

CITY OF RIVERSIDE
3900 Main Street, 4th Floor
Riverside, CA 92522
Attn: Public Works Department
Robert Van Zanten

11 TRI POINTE HOMES, INC.
12 19520 Jamboree Road, Suite 200
13 Irvine, CA 92612
14 Attn: Keith Frankel

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

18 11. Any action at law or in equity brought by any of the parties hereto for the
19 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
20 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
21 waive all provisions of law providing for a change of venue in such proceedings to any other
22 county.
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24 12. This Agreement is the result of negotiations between the parties hereto and
25 with the advice and assistance of their respective counsel. No provision contained herein shall
26 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
27 Agreement in final form.
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1 13. The rights and obligations of DEVELOPER shall inure to and be binding
2 upon all heirs, successors and assignees.

3 14. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
4 or obligations hereunder to any person or entity without the written consent of the other parties
5 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
6 expressly understands and agrees that it shall remain liable with respect to any and all of the
7 obligations and duties contained in this Agreement.
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9 15. The individual(s) executing this Agreement on behalf of DEVELOPER
10 hereby certify that they have the authority within their company to enter into and execute this
11 Agreement, and have been authorized to do so by any and all boards of directors, legal counsel,
12 and/or any other board, committee or other entity within their company which have the authority
13 to authorize or deny entering this Agreement.
14

15 16. This Agreement is intended by the parties hereto as their final expression
16 with respect to the matters herein, and is a complete and exclusive statement of the terms and
17 conditions thereof. This Agreement shall not be changed or modified except by the written
18 consent of the parties hereto.

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

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(to be filled in by Clerk of the Board)

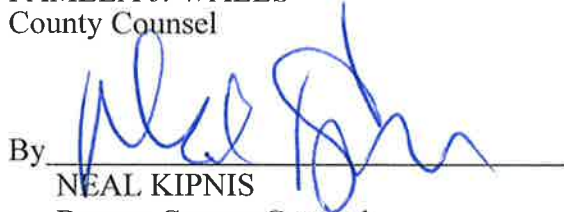
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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)

Cooperative Agreement w/ City of Riverside and Tri Pointe Homes:
Arizona Channel Lines C-1 and C-2, Stage 2
(Tract No. 32772)
03/24/2014
TT:bad

CITY OF RIVERSIDE

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By 
SCOTT BARBER ⁸⁶
City Manager

ATTEST:

By 
COLLEEN J. NICOL
City Clerk

(SEAL)

APPROVED AS TO FORM:

By 
ANTHONY BEAUMON
Deputy City Attorney

Cooperative Agreement w/ City of Riverside and Tri Pointe Homes:
Arizona Channel Lines C-1 and C-2, Stage 2
(Tract No. 32772)
03/24/2014
TT:bad

1 **TRI POINTE HOMES, INC.**
2 a Delaware corporation

3
4 By 
5 THOMAS J. MITCHELL
6 President

7
8 By 
9 MICHAEL A. MCMILLEN
10 Vice President

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24 Cooperative Agreement w/ City of Riverside and Tri Pointe Homes:
25 Arizona Channel Lines C-1 and C-2, Stage 2
26 (Tract No. 32772)
27 03/24/2014
28 TT:bad

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL A: (APN: 138-130-012-9, 138-130-016-3, 138-170-008-0, 138-170-009-1, 138-170-010-1 AND 138-170-011-2)

PARCEL 2 OF LOT LINE ADJUSTMENT NO. LL-P11-0301 RECORDED MARCH 13, 2012 AS INSTRUMENT NO. 2012-0115896 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOTS 16 AND 17, AND A PORTION OF LOT E OF THE MAP OF VALLEY VIEW FARMS, PER MAP RECORDED IN BOOK 11, PAGE 58 OF MAPS, RECORDS OF RIVERSIDE COUNTY, TOGETHER WITH A PORTION OF LOTS 9, 10, 11, 15, AND 16 OF BLOCK 38 OF THE PARCEL 2 OF LOT LINE ADJUSTMENT NO. LL-P11-0301 RECORDED MARCH 13, 2012 AS INSTRUMENT NO. 2012-0115896 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWSLANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, PER MAP RECORDED IN BOOK 1, PAGE 72 OF MAPS, (PREVIOUSLY SHOWN AS BOOK 1, PAGE 70 OF MAPS), RECORDS OF SAN BERNARDINO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 15;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, NORTH 56°20'49" EAST, A DISTANCE OF 348.89 FEET TO AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN DEED TO THE RIVERSIDE JUNIOR COLLEGE DISTRICT RECORDED MARCH 9, 1964 AS INSTRUMENT NO. 29325, OFFICIAL RECORDS AND SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 82, PAGES 7 TO 9 INCLUSIVE OF RECORD OF SURVEY, RECORD OF RIVERSIDE COUNTY;

THENCE ALONG SAID SOUTHEASTERLY LINE AND ALONG THE EASTERLY AND NORTHEASTERLY LINES OF SAID DEED THE FOLLOWING THREE (3) COURSE; THENCE NORTH 24°24'49" EAST, A DISTANCE OF 518.00 FEET;

THENCE NORTH 12°15'11" WEST, A DISTANCE OF 115.85 FEET;

THENCE NORTH 52°18'11" WEST, A DISTANCE OF 395.73 FEET;

THENCE SOUTH 56°22'13" WEST; A DISTANCE OF 41.92 FEET;

THENCE NORTH 33°37'13" WEST; A DISTANCE OF 15.15 FEET;

THENCE SOUTH 81°25'04" WEST; A DISTANCE OF 103.24 FEET;

THENCE NORTH 54°54'06" WEST; A DISTANCE OF 27.38 FEET;

THENCE SOUTH 81°16'55" WEST, A DISTANCE OF 435.20 FEET;

THENCE NORTH 75°13'10" WEST, A DISTANCE OF 42.24 FEET TO A POINT IN A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 450.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 75°13'10" EAST;

Exhibit A

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°38'49", AN ARC LENGTH OF 52.20 FEET;

THENCE ON A LINE RADIAL TO SAID CURVE, NORTH 81°51'59" WEST, A DISTANCE OF 28.00 FEET TO A NON-TANGENT POINT OF INTERSECTION WITH A CURVE CONCENTRIC WITH LAST DESCRIBED CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 422.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 81°51'59" EAST;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°58'51", AN ARC LENGTH OF 272.38 FEET;

THENCE ON A LINE RADIAL TO LAST SAID CURVE SOUTH 44°53'08" EAST, A DISTANCE OF 56.00 FEET;

THENCE SOUTH 16°21'41" WEST, A DISTANCE OF 9.43 FEET;

THENCE SOUTH 55°27'58" EAST, A DISTANCE OF 104.19 FEET;

THENCE SOUTH 21°06'16" WEST, A DISTANCE OF 15.41 FEET;

THENCE NORTH 81°20'43" EAST, A DISTANCE OF 9.07 FEET;

THENCE SOUTH 8°39'17" EAST, A DISTANCE OF 2.75 FEET;

THENCE NORTH 81°25'04" EAST, A DISTANCE OF 309.23 FEET TO THE NORTHERLY LINE OF THAT CERTAIN RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCEL 1171-3G AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 80, PAGES 72 TO 77, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, AND BEING A POINT OF CUSP WITH A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 534.00 FEET;

THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE, FROM AN INITIAL RADIAL LINE BEARING NORTH 08°34'56" WEST, THROUGH A CENTRAL ANGLE OF 25°02'56", AN ARC LENGTH OF 233.46 FEET;

THENCE RADIAL TO LAST SAID CURVE SOUTH 33°37'52" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 56°22'08" WEST, A DISTANCE OF 10.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF LOT 10 OF SAID LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY;

THENCE SOUTH 33°38'37" EAST, ALONG SAID SOUTHWESTERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 721.43 FEET TO THE POINTE OF BEGINNING.

EXCEPTING THEREFROM, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PARCELS 1171-3C, 1171-3D, 1171-3E, 1171-3G, 1171-3H, 1171-3J, AND 1171-6 SHOWN ON SAID RECORD OF SURVEY RECORDED IN BOOK 80, PAGES 72 TO 77, INCLUSIVE OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

PARCEL B:

PARCEL 1

Exhibit A

PARCEL 1171-7 CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 30, 1987 AS INSTRUMENT NO. 338827 OF OFFICIAL RECORDS.

PARCEL 2

THAT PORTION OF PARCEL 1171-3D CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 25, 1987 AS INSTRUMENT NO. 337161 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 1171-3D AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 80, PAGES 72 THROUGH 77, INCLUSIVE OF RECORDS OF SURVEYS, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 56°20'49" EAST ALONG THE SOUTHEASTERLY LINE THEREOF, A DISTANCE OF 43.69 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 24°24'49" EAST CONTINUING ALONG THE SOUTHEASTERLY LINE, A DISTANCE OF 1.54 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 1171-3D;

THENCE NORTH 33°39'12" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 188.80 FEET;

THENCE PERPENDICULAR TO SAID NORTHEASTERLY LINE, SOUTH 56°20'48" WEST, A DISTANCE OF 45.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1171-3D;

THENCE SOUTH 33°39'12" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 189.62 FEET TO THE POINT OF BEGINNING.

PARCEL 3

PARCEL 1171-6 CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 25, 1987 AS INSTRUMENT NO. 337167 OF OFFICIAL RECORDS.

PARCEL 4

THAT PORTION OF PARCEL 1171-3E CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 25, 1987 AS INSTRUMENT NO. 337162 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 1171-3E, SAID CORNER BEING A POINT IN A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 483.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 6°55'37" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°39'19", AN ARC LENGTH OF 13.95 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 81°25'04" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1171-3E, A DISTANCE OF 145.47 FEET;

THENCE NORTH 8°34'56" WEST, A DISTANCE OF 34.50 FEET TO THE NORTHERLY LINE OF

Exhibit A

SAID PARCEL;

THENCE NORTH 81°25'04" EAST ALONG SAID NORTHERLY LINE, A DISTANCE 147.13 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL;

THENCE SOUTH 53°27'30" EAST, A DISTANCE OF 15.26 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 12°15'11" EAST ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 23.94 FEET TO THE POINT OF BEGINNING.

PARCEL 5

THAT PORTION OF PARCEL 1171-3J CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 25, 1987 AS INSTRUMENT NO. 337166 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1171-3J AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 80, PAGES 72 THROUGH 77, INCLUSIVE OF RECORDS OF SURVEYS, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 81°25'04" WEST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 130.70 FEET;

THENCE PERPENDICULAR TO SAID NORTHERLY LINE, SOUTH 8°34'56" EAST, A DISTANCE OF 16.50 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 1171-3J;

THENCE NORTH 81°25'04" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 147.13 FEET TO THE NORTHEASTERLY LINE THEREOF;

THENCE NORTH 53°27'30" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 23.28 FEET TO THE POINT OF BEGINNING.

APN:

Exhibit B

In the City of Riverside, County of Riverside, State of California;

Parcel 1171-7

Parcel 1171-7 conveyed to the Riverside County Flood Control and Water Conservation District per document recorded November 30, 1987 as Instrument No. 338827 of Official Records.

Containing less than one square foot.

Parcel 1171-3D1

That portion of Parcel 1171-3D conveyed to Riverside County Flood Control and Water Conservation District per document recorded November 25, 1987 as Instrument No. 337161 of Official Records described as follows:

Beginning at the most southerly corner of said Parcel 1171-3D as shown on Record of Survey recorded in Book 80, pages 72 through 77, inclusive of Records of Surveys, records of said Riverside County;

Thence North $56^{\circ}20'49''$ East along the southeasterly line thereof, a distance of 43.69 feet to an angle point therein;

Thence North $24^{\circ}24'49''$ East continuing along the southeasterly line, a distance of 1.54 feet to the northeasterly line of said Parcel 1171-3D;

Thence North $33^{\circ}39'12''$ West along said northeasterly line, a distance of 188.80 feet;

Thence perpendicular to said northeasterly line, South $56^{\circ}20'48''$ West, a distance of 45.00 feet to the southwesterly line of said Parcel 1171-3D;

Thence South $33^{\circ}39'12''$ East along said southwesterly line, a distance of 189.62 feet to the Point of Beginning.

Containing 8532 square feet, more or less.

Parcel 1171-6

Parcel 1171-6 conveyed to Riverside County Flood Control and Water Conservation District per document recorded November 25, 1987 as Instrument No. 337167 of Official Records.

Containing 221 square feet, more or less.

Exhibit B

Parcel 1171-3E1

That portion of Parcel 1171-3E conveyed to Riverside County Flood Control and Water Conservation District per document recorded November 25, 1987 as Instrument No. 337162 of Official Records described as follows:

Beginning at the southeasterly corner of said Parcel 1171-3E, said corner being a point in a curve, concave southerly and having a radius of 483.00 feet, a radial line to said point bears North 6°55'37" West;

Thence westerly along the arc of said curve through a central angle of 1°39'19", an arc length of 13.95 feet;

Thence tangent to last said curve, South 81°25'04" West along the southerly line of said Parcel 1171-3E, a distance of 145.47 feet;

Thence North 8°34'56" West, a distance of 34.50 feet to the northerly line of said Parcel;

Thence North 81°25'04" East along said northerly line, a distance 147.13 feet to the northeasterly line of said Parcel;

Thence South 53°27'30" East, a distance of 15.26 feet to an angle point therein;

Thence South 12°15'11" East along the easterly line of said Parcel, a distance of 23.94 feet to the Point of Beginning.

Containing 5408 square feet, more or less.

Parcel 1171-3J1

That portion of Parcel 1171-3J conveyed to Riverside County Flood Control and Water Conservation District per document recorded November 25, 1987 as Instrument No. 337166 of Official Records described as follows:

Beginning at the most northerly corner of said Parcel 1171-3J as shown on Record of Survey recorded in Book 80, pages 72 through 77, inclusive of Records of Surveys, records of said Riverside County;

Thence South 81°25'04" West along the northerly line thereof, a distance of 130.70 feet;

Thence perpendicular to said northerly line, South 8°34'56" East, a distance of 16.50 feet to the southerly line of said Parcel 1171-3J;

Exhibit B

Thence North 81°25'04" East along said southerly line, a distance of 147.13 feet to the northeasterly line thereof;

Thence North 53°27'30" West along said northeasterly line, a distance of 23.28 feet to the Point of Beginning.

Containing 2292 square feet, more or less.

Prepared by me or under my direction



Gordon D Edwards, PLS 6678
Expiration 6-30-2012



Exhibit B

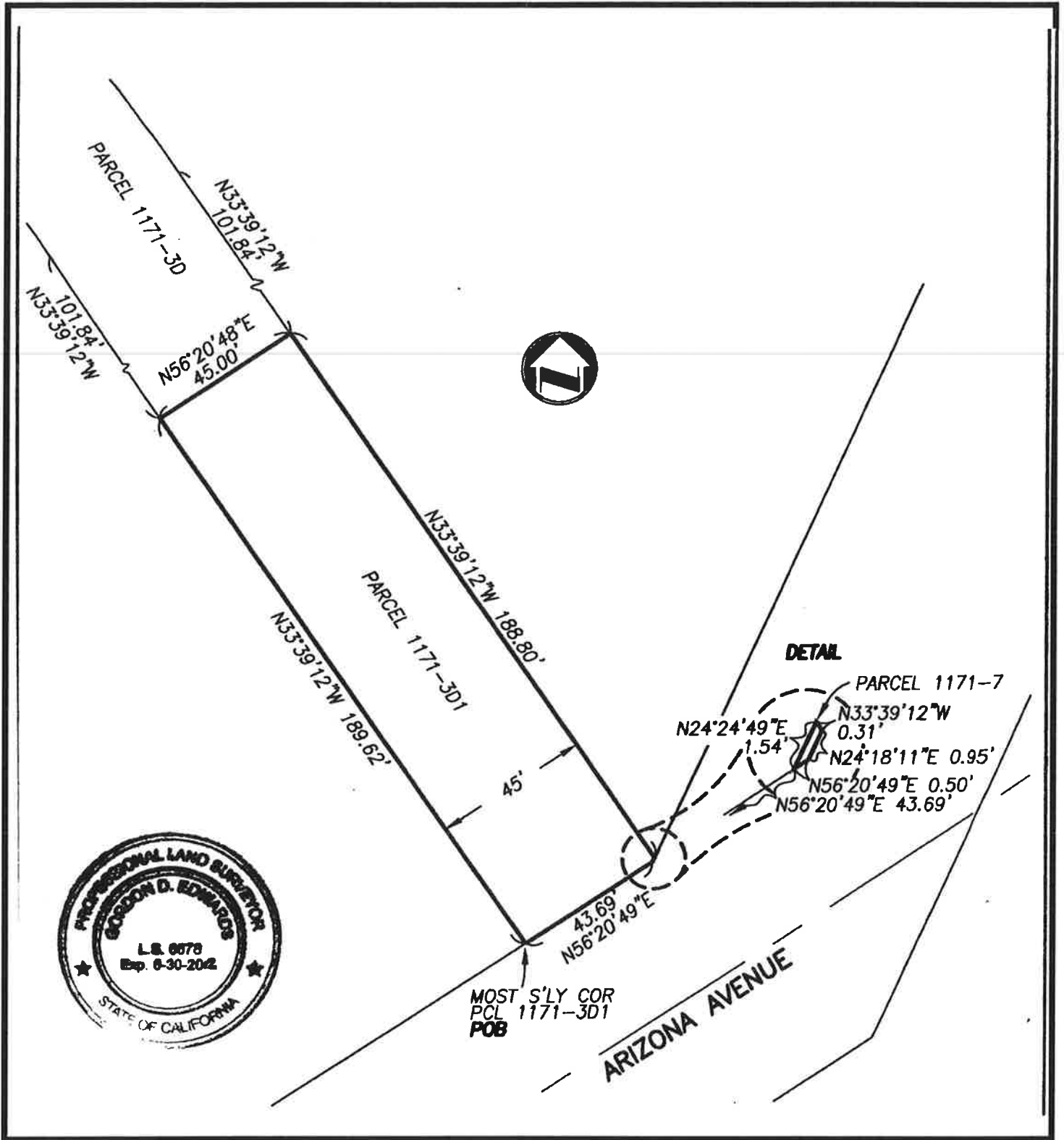


Exhibit B

