

FORM APPROVED COUNTY COUNSEL 3/3/15  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

525 A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 February 19, 2015

**SUBJECT:** Cooperative Agreement for Woodcrest - Via Los Caballeros Storm Drain, Stage 2 Project (Tract No. 30238), Project No. 2-0-00286. 1<sup>st</sup> District; [\$0]

- RECOMMENDED MOTION:** That the Board of Supervisors:
1. Approve the Cooperative Agreement between the County of Riverside, Flood Control and Water Conservation District, and Ponderosa Lane Estates, LLC; and
  2. Authorize the Chairman of the Board to execute the Cooperative Agreement documents on behalf of the County of Riverside.

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), and Ponderosa Lane Estates, LLC, (Developer), sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 30238, are to be constructed by the Developer and inspected by the District and the County.

*Patricia Romo*

Patricia Romo  
 Assistant Director of Transportation

*Juan C. Perez*

Juan C. Perez  
 Director of Transportation and Land Management

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 checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Developer is funding all construction and construction inspection costs. There are not General Funds used in this project

**Budget Adjustment:** No  
**For Fiscal Year:** N/A

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

APPROVE

BY: *Tina Grande*  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: | District: 1 | Agenda Number:

3-28

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Cooperative Agreement for Woodcrest - Via Los Caballeros Storm Drain, Stage 2 Project (Tract No. 30238), Project No. 2-0-00286. 1<sup>st</sup> District; [\$0]**

**DATE:** February 19, 2015

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

The Agreement is needed to formalize the transfer of necessary rights-of-way and to provide for the District and County construction inspection of the referenced drainage facilities. Upon completion of the facilities' construction, the District will assume ownership, operation, and maintenance of the mainline storm drains that are greater than 36 inches in diameter, a segment of slope revetment and its associated access road. The County will assume ownership and maintenance of storm drain facilities that are 36 inches or less in diameter, along with associated appurtenances such as catch basins, inlets, etc. located within the County's right-of-way boundaries.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Flood Control and Water Conservation District's agenda this same date.

**Impact on Residents and Businesses**

The future residents will benefit from the storm drain facilities that will provide flood protection.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

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COOPERATIVE AGREEMENT  
Woodcrest – Via Los Caballeros Storm Drain, Stage 2  
Project No. 2-0-00286  
Tract No. 30238

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the County of Riverside, hereinafter called "COUNTY", and Ponderosa Lane Estates, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 30238 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 30238, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 30238 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities include construction of: (i) approximately 1,700 lineal feet of underground storm drain system, hereinafter called "VIA LOS CABALLEROS STORM DRAIN", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof; and (ii) approximately 1,300 lineal feet of slope revetment and associated access road, hereinafter called "REVETMENT AND ACCESS ROAD", as shown together in concept in blue on Exhibit "B". Together, VIA LOS CABALLEROS STORM DRAIN and REVETMENT AND ACCESS ROAD are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of certain underground storm drain laterals that are 36-inches or less in diameter,

1 inlets, catch basins and connector pipes located within COUNTY held easements or rights of  
2 way, hereinafter called "APPURTENANCES"; and

3  
4 E. Also associated with the construction of DISTRICT FACILITIES is the  
5 construction of certain laterals, connector pipes, inlet, and an emergency spillway, hereinafter  
6 called "DEVELOPER FACILITIES", that are to be located within privately held easements or  
7 rights of way and which are to be initially maintained by DEVELOPER and, subsequently,  
8 maintained by the Home Owners' Association for Tract No. 30238. Together, DISTRICT  
9 FACILITIES, APPURTENANCES, and DEVELOPER FACILITIES are hereinafter called  
10 "PROJECT"; and

11  
12 F. At its upstream terminus, VIA LOS CABALLEROS STORM DRAIN will  
13 connect to the Woodcrest – Via Los Caballeros Storm Drain, Stage 1 (Tract No. 27887),  
14 hereinafter called "STAGE 1", which is to be constructed pursuant to a separate Cooperative  
15 Agreement between DISTRICT, COUNTY, and Gallery Ranch Partners, LLC, a California  
16 limited liability company. Said Cooperative Agreement, hereinafter called the "GALLERY  
17 RANCH PARTNERS AGREEMENT" is recorded as Document No. 2007-0569361 of the  
18 Official Records of the County of Riverside; and

19  
20 G. STAGE 1 has not been accepted by DISTRICT for ownership, operation  
21 and maintenance in accordance with the provisions of GALLERY RANCH PARTNERS  
22 AGREEMENT; and

23  
24 H. DEVELOPER and COUNTY desire DISTRICT to accept ownership and  
25 responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore,  
26 DISTRICT must review and approve DEVELOPER'S plans and specifications for PROJECT  
27 and subsequently inspect the construction of DISTRICT FACILITIES; and

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1 I. DEVELOPER and DISTRICT desire COUNTY to accept ownership and  
2 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY  
3 must review and approve DEVELOPER'S plans and specifications for PROJECT and  
4 subsequently inspect the construction of APPURTENANCES; and

5  
6 J. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
7 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii)  
8 accept ownership and responsibility for the operation and maintenance of DISTRICT  
9 FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs  
10 PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, (c)  
11 obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation and  
12 maintenance of DISTRICT FACILITIES as set forth herein, and (d) accepts ownership and  
13 responsibility for the operation and maintenance of PROJECT following completion of  
14 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for  
15 the operation and maintenance of DISTRICT FACILITIES and STAGE 1; and

16  
17 K. COUNTY is willing to (i) review and approve DEVELOPER'S plans and  
18 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold  
19 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
20 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT  
21 FACILITIES within COUNTY rights of way, and (v) accept ownership and responsibility for  
22 the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in  
23 accordance with plans and specifications approved by DISTRICT and COUNTY.  
24

25  
26 NOW, THEREFORE, the parties hereto mutually agree as follows:

27 SECTION I

28 DEVELOPER shall:

1           1. Prepare PROJECT plans and specifications, hereinafter called  
2 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY  
3 standards, and submit to DISTRICT and COUNTY for their respective review and approval.  
4

5           2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
6 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by  
7 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT  
8 PLANS, review and approval of rights of way and conveyance documents, and with the  
9 processing and administration of this Agreement.  
10

11           3. Deposit with DISTRICT (Attention: Business Office - Accounts  
12 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
13 construction as set forth in Section I.8., the estimated cost of providing construction inspection  
14 for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in  
15 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any  
16 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time  
17 the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with  
18 DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably  
19 necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after  
20 receipt of billing from DISTRICT.  
21

22           4. Secure, at its sole cost and expense, all necessary licenses, agreements,  
23 permits and rights of entry as may be needed for the construction, inspection, operation and  
24 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing  
25 written notice to DISTRICT of the start of construction as set forth in Section I.8., with  
26 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,  
27 permits and rights of entry, as determined and approved by DISTRICT.  
28

1           5.    Furnish DISTRICT with copies of all permits, approvals or agreements  
2 required by any Federal, State or local resource and/or regulatory agency for the construction,  
3 operation and maintenance of DISTRICT FACILITIES. Such documents include but are not  
4 limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality  
5 Control Board, California State Department of Fish and Wildlife, State Water Resources  
6 Control Board, and Western Riverside County Regional Conservation Authority.  
7

8           6.    Provide COUNTY, prior to providing written notice to DISTRICT of the  
9 start of construction as set forth in Section I.8., or not less than twenty (20) days prior to  
10 recordation of the final map for Tract No. 30238 or any phase thereof, whichever occurs first,  
11 with faithful performance and payment bonds, each in the amount of one hundred percent  
12 (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by  
13 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of  
14 DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT  
15 FACILITIES are accepted by DISTRICT as complete, at which time the bond amount may be  
16 reduced to five percent (5%) for a period of one year to guarantee against any defective work,  
17 labor or materials.  
18

19           7.    [THIS SECTION INTENTIONALLY LEFT BLANK]  
20

21           8.    Notify DISTRICT in writing (Attention: Administrative Services Section),  
22 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not  
23 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to  
24 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence  
25 construction of PROJECT.  
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1           9. Grant DISTRICT, by execution of this Agreement, the right to enter upon  
2 DEVELOPER'S property where necessary and convenient for the purpose of gaining access to,  
3 and performing inspection service for, the construction of PROJECT as set forth herein.  
4

5           10. Obtain and provide DISTRICT, at the time of providing written notice to  
6 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., or not less than  
7 twenty (20) days prior to recordation of the final map for Tract No. 30238 or any phase thereof,  
8 whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the public for  
9 flood control and drainage purposes, including ingress and egress, for the rights of way deemed  
10 necessary by DISTRICT for the construction, inspection, operation and maintenance of  
11 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved  
12 by DISTRICT and shall be executed by all legal and equitable owners of the property described  
13 in the offer(s).  
14

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

20           12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
21 the start of construction as set forth in Section I.8., with a complete list of all contractors and  
22 subcontractors to be performing work on PROJECT, including the corresponding license  
23 number and license classification of each. At such time, DEVELOPER shall further identify in  
24 writing its designated superintendent for PROJECT construction.  
25

26           13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
27 the start of construction as set forth in Section I.8., a construction schedule which shall show the  
28 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the



1 various parts of work, including estimated start and completion dates. As construction of  
2 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by  
3 DISTRICT.

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5 14. Furnish DISTRICT with final mylar PROJECT plans and assign their  
6 ownership to DISTRICT prior to the start of PROJECT construction.

7 15. Not permit any change to or modification of DISTRICT and COUNTY  
8 approved IMPROVEMENT PLANS without the prior written permission and consent of  
9 DISTRICT and COUNTY.

10 16. Comply with all Cal/OSHA safety regulations including regulations  
11 concerning confined space and maintain a safe working environment for DEVELOPER,  
12 COUNTY and DISTRICT employees on the site.

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14 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
15 the start of construction as set forth in Section I.8., with a confined space entry procedure  
16 specific to PROJECT. The procedure shall comply with requirements contained in California  
17 Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157,  
18 Permit Required Confined Space and District Confined Space Procedures, SOM-18. The  
19 procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to  
20 Proceed.

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22 18. During the construction period of PROJECT, provide Workers'  
23 Compensation Insurance in an amount required by law. A certificate of said insurance policy  
24 shall be provided to DISTRICT and COUNTY at the time of providing written notice pursuant  
25 to Section I.8.  
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1           19. Commencing on the date notice is given pursuant to Section I.8., and  
2 continuing until DISTRICT accepts DISTRICT FACILITIES and COUNTY accepts  
3 APPURTENANCES for operation and maintenance:  
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5           (a) Provide and maintain or cause its contractor(s) to provide and maintain  
6 comprehensive liability insurance coverage which shall protect  
7 DEVELOPER from claims for damages for personal injury, including  
8 accidental and wrongful death, as well as from claims for property damage  
9 which may arise from DEVELOPER'S construction of PROJECT or the  
10 performance of its obligations hereunder, whether such construction or  
11 performance be by DEVELOPER, by any of its contractors, subcontractors,  
12 or by anyone employed directly or indirectly by any of them. Such  
13 insurance shall name DISTRICT and COUNTY as additional insureds with  
14 respect to this Agreement and the obligations of DEVELOPER hereunder.  
15 Such insurance shall provide for limits of not less than two million dollars  
16 (\$2,000,000) per occurrence.  
17

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

8 Failure to maintain the insurance required by this paragraph shall be  
9 deemed a material breach of this Agreement and shall authorize and  
10 constitute authority for DISTRICT, at its sole discretion, to proceed to  
11 perform the remaining work pursuant to Section IV.3.  
12

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

16 21. Within two (2) weeks of completing PROJECT construction, provide  
17 DISTRICT (Attention: Development Review Section) and COUNTY with written notice that  
18 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final  
19 inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of PROJECT.  
20

21 22. Upon completion of PROJECT construction, and upon acceptance by  
22 COUNTY of all street rights of way deemed necessary by DISTRICT and COUNTY for the  
23 operation and maintenance of DISTRICT FACILITIES and APPURTENANCES, but prior to  
24 DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance,  
25 convey, or cause to be conveyed to DISTRICT: (i) flood control easement(s), including ingress  
26 and egress, in a form approved by DISTRICT, for the rights of way as shown in concept in  
27 green stripe on Exhibit "C", attached hereto and made a part hereof, and (ii) fee simple title, in a  
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1 form approved by DISTRICT, to the rights of way as shown in concept in solid green on Exhibit  
2 "C".  
3

4 23. At the time of recordation of the conveyance document(s) as set forth in  
5 Section I.22.(i), furnish DISTRICT with policies of title insurance, each in the amount of not  
6 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
7 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said  
8 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
9 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are  
10 deemed acceptable.  
11

12 24. At the time of recordation of the conveyance document(s) as set forth in  
13 Section I.22.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not  
14 less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT,  
15 for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said  
16 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
17 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are  
18 deemed acceptable.  
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20 25. Accept ownership and sole responsibility for the operation and maintenance  
21 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
22 and maintenance of STAGE 1 and DISTRICT FACILITIES, COUNTY accepts ownership and  
23 responsibility for operation and maintenance of APPURTENANCES, and the Home Owners'  
24 Association for Tract No. 30238 accepts ownership and responsibility for operation and  
25 maintenance of DEVELOPER FACILITIES. Further, it is mutually understood by the parties  
26 hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and  
27 maintenance of DISTRICT FACILITIES, PROJECT shall be in a satisfactorily maintained  
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1 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole  
2 discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition,  
3 corrections shall be made at sole expense of DEVELOPER.  
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5 26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
6 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable  
7 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees  
8 shall be computed as costs and included in any judgment rendered.

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

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

## 24 SECTION II

25 DISTRICT shall:

26 1. Review and approve IMPROVEMENT PLANS prior to the start of  
27 PROJECT construction.  
28

1                   2. Provide COUNTY with an opportunity to review and approve  
2 IMPROVEMENT PLANS prior to DISTRICT'S final approval.

3                   3. Upon execution of this Agreement, record or cause to be recorded, a copy  
4 of this Agreement in the Official Records of the Riverside County Recorder.  
5

6                   4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication  
7 provided by DEVELOPER pursuant to Section I.10.

8                   5. Inspect DISTRICT FACILITIES construction.

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

13                   7. Keep an accurate accounting of all DISTRICT construction inspection  
14 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES  
15 as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in  
16 Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount  
17 within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being  
18 complete.  
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20                   8. Accept ownership and sole responsibility for the operation and maintenance  
21 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in  
22 accordance with Section I.21., (ii) DISTRICT acceptance of PROJECT construction as being  
23 complete, (iii) DISTRICT acceptance of ownership and responsibility for the operation and  
24 maintenance of STAGE 1 pursuant to the terms and conditions of GALLERY RANCH  
25 PARTNERS AGREEMENT, (iv) DISTRICT receipt of stamped and signed "record drawings"  
26 of PROJECT plans, as set forth in Section I.27., (v) recordation of all conveyance documents  
27 described in Section I.22., (vi) COUNTY acceptance of all necessary street rights of way as  
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1 deemed necessary by DISTRICT and COUNTY for the operation and maintenance of  
2 DISTRICT FACILITIES and APPURTENANCES, (vii) COUNTY acceptance of  
3 APPURTENANCES for ownership, operation, and maintenance, and (viii) DISTRICT'S sole  
4 determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.  
5

6 9. Provide COUNTY with a reproducible duplicate copy of "record drawings"  
7 PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

8 SECTION III

9 COUNTY shall:

10 1. Review and approve IMPROVEMENT PLANS prior to the start of  
11 PROJECT construction.  
12

13 2. Accept the COUNTY and DISTRICT approved faithful performance and  
14 payment bonds submitted by DEVELOPER as set forth in Section I.6., and hold said bonds as  
15 provided herein.

16 3. Inspect PROJECT construction.

17 4. Consent, by execution of this Agreement, to the recording of any  
18 Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.  
19

20 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication  
21 as set forth herein, and any other outstanding offers of dedication necessary for the construction,  
22 inspection, operation and maintenance of DISTRICT FACILITIES, and, convey sufficient rights  
23 of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT  
24 FACILITIES.  
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26 6. Grant DISTRICT, by execution of this Agreement, the right to construct,  
27 inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.  
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7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership and responsibility for operation and maintenance.

8. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT 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. All construction work involved with PROJECT shall be inspected by DISTRICT and COUNTY, and shall not be deemed complete until DISTRICT and COUNTY mutually agree in writing that construction is completed in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

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

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within two hundred forty (240) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining



1 work and require DEVELOPER'S surety to pay to COUNTY the penal sum of any and all  
2 bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs  
3 incurred.

4  
5 4. If DEVELOPER fails to commence construction of PROJECT within nine  
6 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to  
7 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as  
8 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of  
9 construction as set forth in Section I.8. In the event of a change in the existing site conditions  
10 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain  
11 DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT  
12 PLANS as deemed necessary by DISTRICT.

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

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

4  
5 6. PROJECT construction work shall be on a five (5) day, forty (40) hour  
6 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless  
7 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work  
8 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a  
9 written request for permission from DISTRICT to work the additional hours. The request shall  
10 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional  
11 work hours and state the reasons for the overtime and the specific time frames required. The  
12 decision of granting permission for overtime work shall be made by DISTRICT at its sole  
13 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be  
14 charged the cost incurred at the overtime rates for additional inspection time required in  
15 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including  
16 any amendments thereto, of the County of Riverside.

17  
18 7. DEVELOPER shall indemnify and hold harmless DISTRICT and  
19 COUNTY (including their agencies, districts, special districts and departments, their respective  
20 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and  
21 representatives) from any liability, claim, damage, proceeding or action, present or future, based  
22 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,  
23 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,  
24 performance under this Agreement, or failure to comply with the requirements of this  
25 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)  
26 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth  
27  
28

1 Amendment of the United States Constitution or any other law, ordinance or regulation caused  
2 by the diversion of waters from the natural drainage patterns or the discharge of drainage within  
3 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

4 DEVELOPER shall defend, at its sole expense, including all costs and fees  
5 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
6 awards), DISTRICT and COUNTY (including their respective agencies, districts, special  
7 districts and departments, their respective directors, officers, Board of Supervisors, elected and  
8 appointed officials, employees, agents and representatives) in any claim proceeding or action for  
9 which indemnification is required.  
10

11 With respect to any of DEVELOPER'S indemnification requirements,  
12 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall  
13 have the right to adjust, settle, or compromise any such claim, proceeding or action without the  
14 prior consent of DISTRICT and COUNTY; provided, however, that any such adjustment,  
15 settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S  
16 indemnification obligations to DISTRICT and COUNTY.  
17

18 DEVELOPER'S indemnification obligations shall be satisfied when  
19 DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal (or  
20 similar document) relieving DISTRICT and COUNTY from any liability for the claim,  
21 proceeding or action involved.  
22

23 The specified insurance limits required in this Agreement shall in no way  
24 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT  
25 and COUNTY from third party claims.  
26

27 In the event there is conflict between this section and California Civil Code  
28 Section 2782, this section shall be interpreted to comply with California Civil Code Section

1 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or  
2 COUNTY to the fullest extent allowed by law.

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

10  
11 9. This Agreement is to be construed in accordance with the laws of the State  
12 of California. If any provision in this Agreement is held by a court of competent jurisdiction to  
13 be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect  
14 without being impaired or invalidated in any way.

15  
16 10. Any and all notices sent or required to be sent to the parties of this  
17 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

18 RIVERSIDE COUNTY FLOOD CONTROL  
19 AND WATER CONSERVATION DISTRICT  
20 1995 Market Street  
Riverside, CA 92501  
Attn: Administrative Services Section

COUNTY OF RIVERSIDE  
4080 Lemon St., 2<sup>nd</sup> Floor  
Riverside, CA 92502-1090  
Attn: Transportation Department  
Plan Check Section  
Alan French

21 PONDEROSA LANE ESTATES, LLC  
22 10621 Civic Center Drive  
Rancho Cucamonga, CA 91730.  
23 Attn: Matthew A. Jordan

24  
25 11. Any action at law or in equity brought by any of the parties hereto for the  
26 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
27 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
28 waive all provisions of law providing for a change of venue in such proceedings to any other  
county.

1           12. This Agreement is the result of negotiations between the parties hereto, and  
2 the advice and assistance of their respective counsel. The fact that this Agreement was prepared  
3 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
4 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
5 prepared this Agreement in its final form.  
6

7           13. The rights and obligations of DEVELOPER shall inure to and be binding  
8 upon all heirs, successors and assignees.

9           14. DEVELOPER shall not assign or otherwise transfer any of its rights, duties  
10 or obligations hereunder to any person or entity without the written consent of the other parties  
11 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER  
12 expressly understands and agrees that it shall remain liable with respect to any and all of the  
13 obligations and duties contained in this Agreement.  
14

15           15. The individual(s) executing this Agreement on behalf of DEVELOPER  
16 certify that they have the authority within their respective company(ies) to enter into and  
17 execute this Agreement, and have been authorized to do so by all boards of directors, legal  
18 counsel, and / or any other board, committee or other entity within their respective company(ies)  
19 which have the authority to authorize or deny entering into this Agreement.  
20

21           16. This Agreement is intended by the parties hereto as a final expression of  
22 their understanding with respect to the subject matter hereof and as a complete and exclusive  
23 statement of the terms and conditions thereof and supersedes any and all prior and  
24 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
25 Agreement may be changed or modified only upon the written consent of the parties hereto.  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(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:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
NEAL R. KIPNIS  
Deputy County Counsel

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

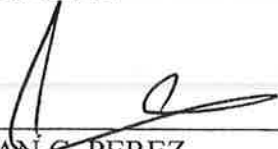
(SEAL)

Cooperative Agreement:  
Woodcrest – Via Los Caballeros Storm Drain, Stage 2  
Project No. 2-0-00286  
Tract No. 30238  
LMD:blm  
02/05/15

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
JUAN C. PEREZ  
Director of Transportation  
and Land Management


By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By  3/5/15  
MARSHA L. VICTOR  
Principal Deputy County Counsel

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

(SEAL)

Cooperative Agreement:  
Woodcrest – Via Los Caballeros Storm Drain, Stage 2  
Project No. 2-0-00286  
Tract No. 30238  
LMD:blm  
02/05/15

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**PONDEROSA LANE ESTATES, LLC**  
a Delaware limited liability company

By: Diversified Pacific Communities, LLC,  
a Delaware limited liability company

Its: Manager

By \_\_\_\_\_  
MATTHEW A. JORDAN  
Managing Member

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Woodcrest – Via Los Caballeros Storm Drain, Stage 2  
Project No. 2-0-00286  
Tract No. 30238  
LMD:blm  
02/05/15



# Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE MAP NO. TTM 30238 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

PARCEL A:

BEING A PORTION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP OF TRACT NO. 27887, PER MAP RECORDED IN BOOK 424, PAGES 78 THROUGH 81, INCLUSIVE OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID REMAINDER PARCEL DISTANT SOUTH 89°51'44" EAST, A DISTANCE OF 51.91 FEET FROM THE NORTHEASTERLY CORNER OF LOT 1 OF SAID TRACT NO. 27887; THENCE SOUTH 13°26'15" WEST, A DISTANCE OF 313.84 FEET; THENCE SOUTH 25°17'03" WEST, A DISTANCE OF 253.82 FEET TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 5 OF SAID TRACT NO. 27887; THENCE NORTH 89°44'53" WEST ALONG SAID EASTERLY PROLONGATION AND ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 402.86 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 5; THENCE ALONG THE VARIOUS LINES OF SAID REMAINDER PARCEL THE FOLLOWING NINETEEN (19) COURSES:

1. THENCE SOUTH 0°15'24" WEST, A DISTANCE OF 712.85 FEET;
2. THENCE SOUTH 46°46'30" EAST, A DISTANCE OF 20.54 FEET;
3. THENCE SOUTH 89°51'55" EAST, A DISTANCE OF 1232.07 FEET;
4. THENCE NORTH 0°08'05" EAST, A DISTANCE OF 270.47 FEET;
5. THENCE NORTH 67°43'01" EAST, A DISTANCE OF 52.46 FEET TO A POINT IN A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 60°07'47" WEST;
6. THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°16'03", AN ARC LENGTH OF 40.38 FEET;
7. THENCE TANGENT TO LAST SAID CURVE, NORTH 16°23'50" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET;
8. THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC LENGTH OF 28.38 FEET;
9. THENCE TANGENT TO LAST SAID CURVE, NORTH 0°08'13" EAST, A DISTANCE OF 239.99 FEET;
10. THENCE NORTH 40°46'54" WEST, A DISTANCE OF 19.85 FEET;
11. THENCE NORTH 89°52'13" WEST, A DISTANCE OF 1.99 FEET;
12. THENCE NORTH 0°07'47" EAST, A DISTANCE OF 60.00 FEET;
13. THENCE NORTH 45°08'00" EAST, A DISTANCE OF 21.22 FEET;
14. THENCE NORTH 0°08'13" EAST, A DISTANCE OF 11.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 270.00 FEET;
15. THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°46'02", AN ARC LENGTH OF 97.86 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 330.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 69°22'11" EAST;
16. THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°48'20", AN ARC LENGTH OF 119.83 FEET;
17. THENCE TANGENT TO LAST SAID CURVE, NORTH 0°10'31" EAST, A DISTANCE OF 286.32 FEET;
18. THENCE NORTH 44°50'36" WEST, A DISTANCE OF 21.22 FEET;
19. THENCE NORTH 89°51'44" WEST, A DISTANCE OF 670.64 FEET TO THE POINT OF BEGINNING.

PURSUANT TO LOT LINE ADJUSTMENT NO. 5449, RECORDED JULY 31, 2013 AS INSTRUMENT NO. 2013-0369936 OFFICIAL RECORDS

APN: 273-200-049 (NEW)  
APN: 273-200-025 (UNDERLYING)

## COOPERATIVE AGREEMENT

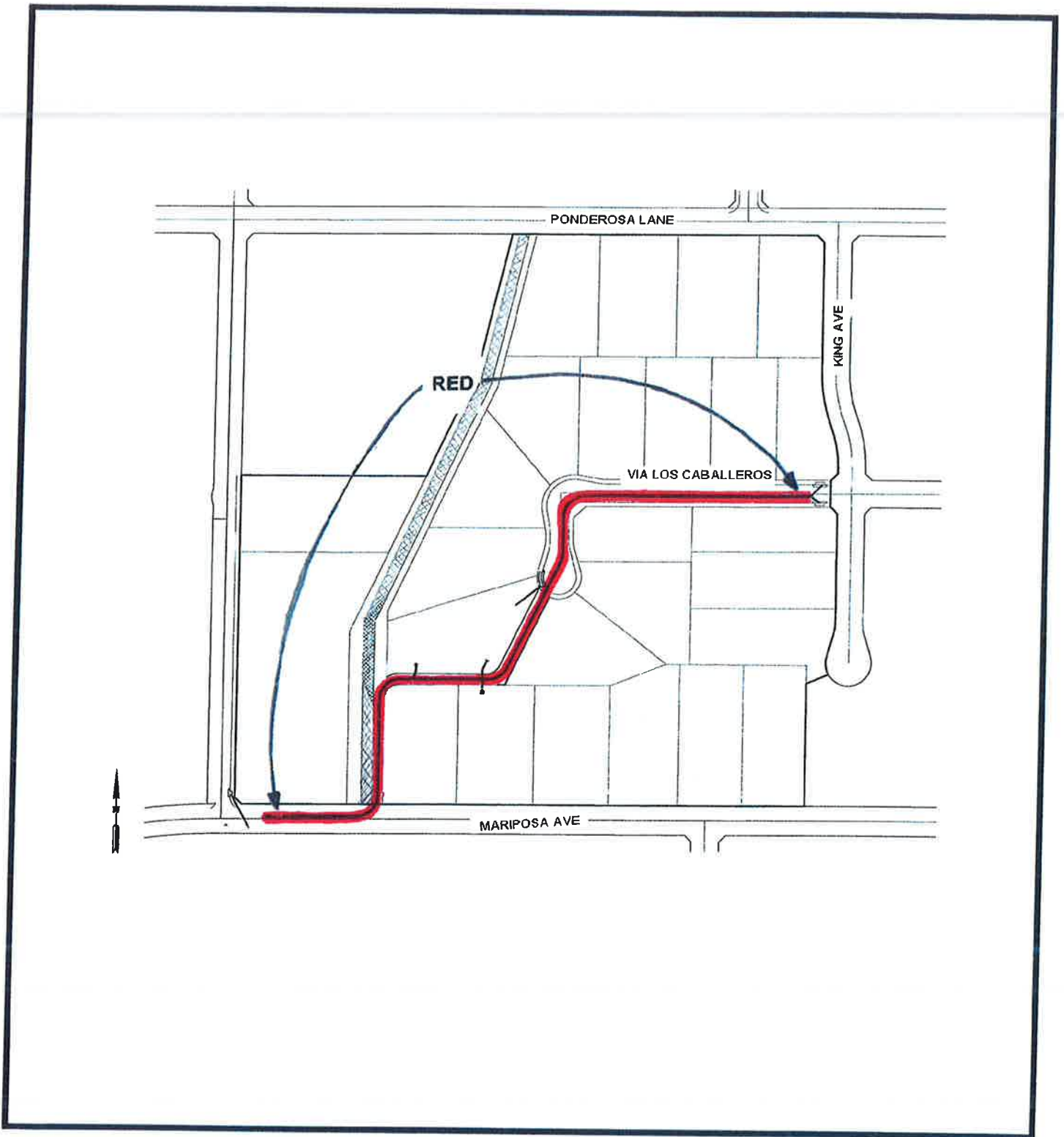
Woodcrest – Via Los Caballeros Storm Drain, Stage 2

TR 30238

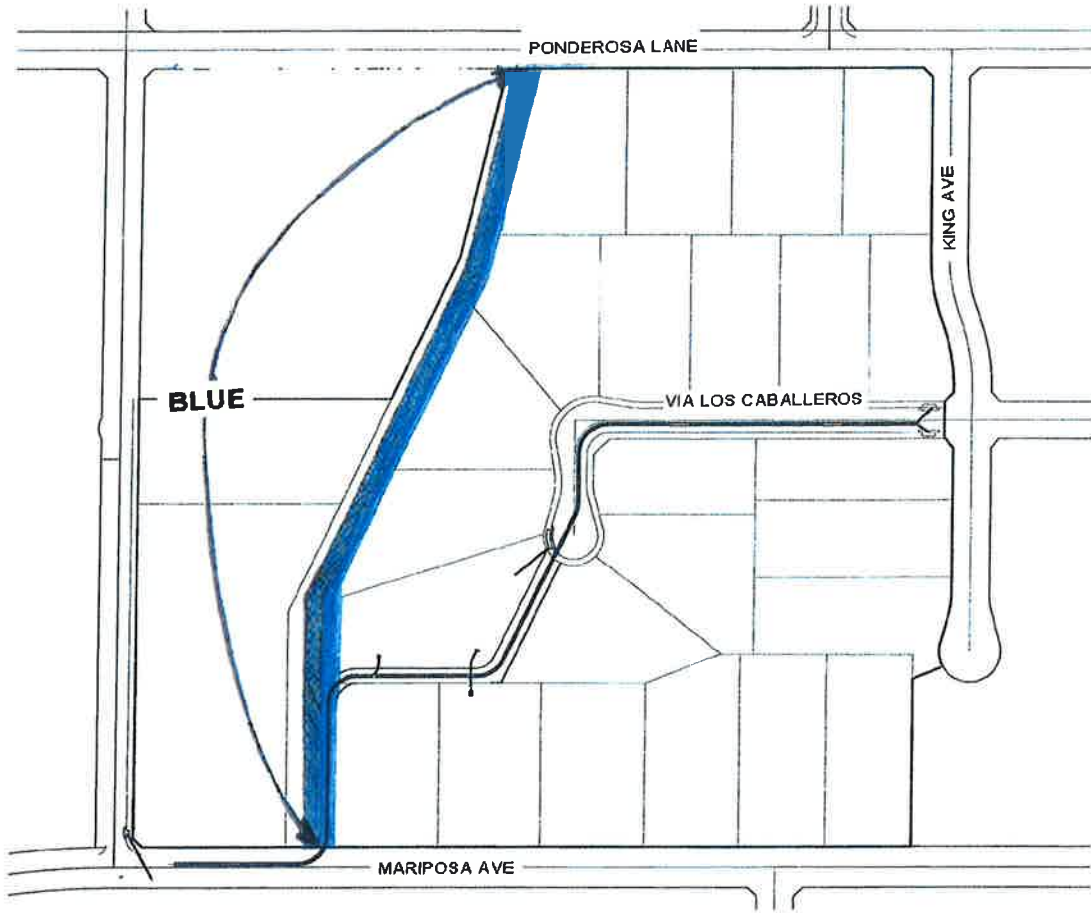
Project No. 2-0-00286

Page 1 of 1

# Exhibit B



# Exhibit B



## COOPERATIVE AGREEMENT

Woodcrest – Via Los Caballeros Storm Drain, Stage 2

TR 30238

Project No. 2-0-00286

**PAGE 2 OF 2**

