

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

505B



FORM APPROVED COUNTY COUNSEL 2/17/15
DATE
BY: GREGORY P. PRIAMOS

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
APRIL 7, 2015

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the County of Riverside (County) and Ponderosa Lane Estates, LLC (Developer); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) 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 Developer and inspected, operated and maintained by the District and County.

Continued on Page 2

LDA:blm

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: N/A
For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 1st

Agenda Number:

11-3

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
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, 1st District, [\$0]

DATE: April 7, 2015

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 the District 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 Riverside County Transportation Department's agenda this same date.

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

Future O&M costs associated with the mainline storm drains that are greater than 36-inches in diameter, a segment of slope revetment and access road will accrue to the District.

ATTACHMENTS:

1. Cooperative Agreement

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 "REVTMENT AND ACCESS ROAD", as shown together in concept in blue on Exhibit "B". Together, VIA LOS CABALLEROS STORM DRAIN and REVTMENT 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 E. Also associated with the construction of DISTRICT FACILITIES is the
4 construction of certain laterals, connector pipes, inlet, and an emergency spillway, hereinafter
5 called "DEVELOPER FACILITIES", that are to be located within privately held easements or
6 rights of way and which are to be initially maintained by DEVELOPER and, subsequently,
7 maintained by the Home Owners' Association for Tract No. 30238. Together, DISTRICT
8 FACILITIES, APPURTENANCES, and DEVELOPER FACILITIES are hereinafter called
9 "PROJECT"; and

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

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

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

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

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

23 NOW, THEREFORE, the parties hereto mutually agree as follows:
24

25 SECTION I
26

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

9 3. Deposit with DISTRICT (Attention: Business Office – Accounts
10 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
11 construction as set forth in Section I.8., the estimated cost of providing construction inspection
12 for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in
13 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
14 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time
15 the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with
16 DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably
17 necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after
18 receipt of billing from DISTRICT.
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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.
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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.
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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.
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19 7. [THIS SECTION INTENTIONALLY LEFT BLANK]
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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 10. Obtain and provide DISTRICT, at the time of providing written notice to
5 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., or not less than
6 twenty (20) days prior to recordation of the final map for Tract No. 30238 or any phase thereof,
7 whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the public for
8 flood control and drainage purposes, including ingress and egress, for the rights of way deemed
9 necessary by DISTRICT for the construction, inspection, operation and maintenance of
10 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved
11 by DISTRICT and shall be executed by all legal and equitable owners of the property described
12 in the offer(s).
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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 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
20 the start of construction as set forth in Section I.8., with a complete list of all contractors and
21 subcontractors to be performing work on PROJECT, including the corresponding license
22 number and license classification of each. At such time, DEVELOPER shall further identify in
23 writing its designated superintendent for PROJECT construction.
24

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

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

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

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

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

19 18. During the construction period of PROJECT, provide Workers'
20 Compensation Insurance in an amount required by law. A certificate of said insurance policy
21 shall be provided to DISTRICT and COUNTY at the time of providing written notice pursuant
22 to Section I.8.

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:

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

16 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s), who
17 shall be authorized by the California Department of Insurance to transact
18 the business of insurance in the State of California, to furnish DISTRICT
19 and COUNTY at the time of providing written notice to DISTRICT of the
20 start of construction as set forth in Section I.8., with certificate(s) of
21 insurance and applicable policy endorsements showing that such insurance
22 is in full force and effect and that DISTRICT and COUNTY are named as
23 additional insureds with respect to this Agreement and the obligations of
24 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.
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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.
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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.
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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 23. At the time of recordation of the conveyance document(s) as set forth in
4 Section I.22.(i), furnish DISTRICT with policies of title insurance, each in the amount of not
5 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
6 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
7 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
8 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
9 deemed acceptable.
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11 24. At the time of recordation of the conveyance document(s) as set forth in
12 Section I.22.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not
13 less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT,
14 for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said
15 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
16 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
17 deemed acceptable.
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19 25. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
21 and maintenance of STAGE 1 and DISTRICT FACILITIES, COUNTY accepts ownership and
22 responsibility for operation and maintenance of APPURTENANCES, and the Home Owners'
23 Association for Tract No. 30238 accepts ownership and responsibility for operation and
24 maintenance of DEVELOPER FACILITIES. Further, it is mutually understood by the parties
25 hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and
26 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.

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

25 DISTRICT shall:

26 1. Review and approve IMPROVEMENT PLANS prior to the start of
27 PROJECT construction.
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2. Provide COUNTY with an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.

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

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

5. Inspect DISTRICT FACILITIES construction.

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

7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT acceptance of ownership and responsibility for the operation and maintenance of STAGE 1 pursuant to the terms and conditions of GALLERY RANCH PARTNERS AGREEMENT, (iv) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.27., (v) recordation of all conveyance documents described in Section I.22., (vi) COUNTY acceptance of all necessary street rights of way as

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

9 COUNTY shall:

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

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

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

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

12 It is further mutually agreed:

13 1. All construction work involved with PROJECT shall be inspected by
14 DISTRICT and COUNTY, and shall not be deemed complete until DISTRICT and COUNTY
15 mutually agree in writing that construction is completed in accordance with DISTRICT and
16 COUNTY approved IMPROVEMENT PLANS.

17 2. COUNTY and DEVELOPER personnel may observe and inspect all work
18 being done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be
19 solely responsible for all quality control communications with DEVELOPER'S contractor(s)
20 during the construction of PROJECT.
21

22 3. DEVELOPER shall complete construction of PROJECT within twelve (12)
23 consecutive months after execution of this Agreement and within two hundred forty (240)
24 consecutive calendar days after commencing work on PROJECT. It is expressly understood
25 that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work
26 within the agreed upon time shall constitute authority for DISTRICT to perform the remaining
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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 4. If DEVELOPER fails to commence construction of PROJECT within nine
5 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
6 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
7 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of
8 construction as set forth in Section I.8. In the event of a change in the existing site conditions
9 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain
10 DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
11 PLANS as deemed necessary by DISTRICT.

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

16 In the event DEVELOPER wishes to expedite issuance of a Notice to
17 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
18 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
19 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
20 approval. DISTRICT shall review the individual's qualifications and experience, and upon
21 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be
22 authorized to act on DISTRICT'S behalf on all PROJECT construction and quality control
23 matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to Section
24 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 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
5 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
6 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
7 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
8 written request for permission from DISTRICT to work the additional hours. The request shall
9 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
10 work hours and state the reasons for the overtime and the specific time frames required. The
11 decision of granting permission for overtime work shall be made by DISTRICT at its sole
12 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
13 charged the cost incurred at the overtime rates for additional inspection time required in
14 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
15 any amendments thereto, of the County of Riverside.

16 7. DEVELOPER shall indemnify and hold harmless DISTRICT and
17 COUNTY (including their agencies, districts, special districts and departments, their respective
18 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
19 representatives) from any liability, claim, damage, proceeding or action, present or future, based
20 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,
21 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
22 performance under this Agreement, or failure to comply with the requirements of this
23 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
24 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
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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 In the event there is conflict between this section and California Civil Code
27 Section 2782, this section shall be interpreted to comply with California Civil Code Section
28

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

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

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

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

15 RIVERSIDE COUNTY FLOOD CONTROL
16 AND WATER CONSERVATION DISTRICT
17 1995 Market Street
18 Riverside, CA 92501
19 Attn: Administrative Services Section

COUNTY OF RIVERSIDE
4080 Lemon St., 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section
Alan French

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

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

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.

26 //

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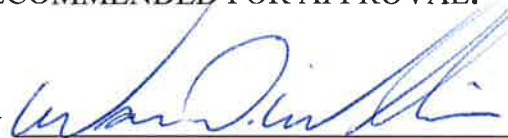
28

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

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

4
5 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

6
7 By 
8 WARREN D. WILLIAMS
General Manager-Chief Engineer


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

9
10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13
14 By 
15 NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

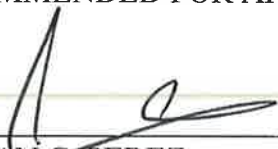
(SEAL)

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24 Cooperative Agreement:
25 Woodcrest – Via Los Caballeros Storm Drain, Stage 2
26 Project No. 2-0-00286
27 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)

On March 17, 2015 before me, Simone Basso, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

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

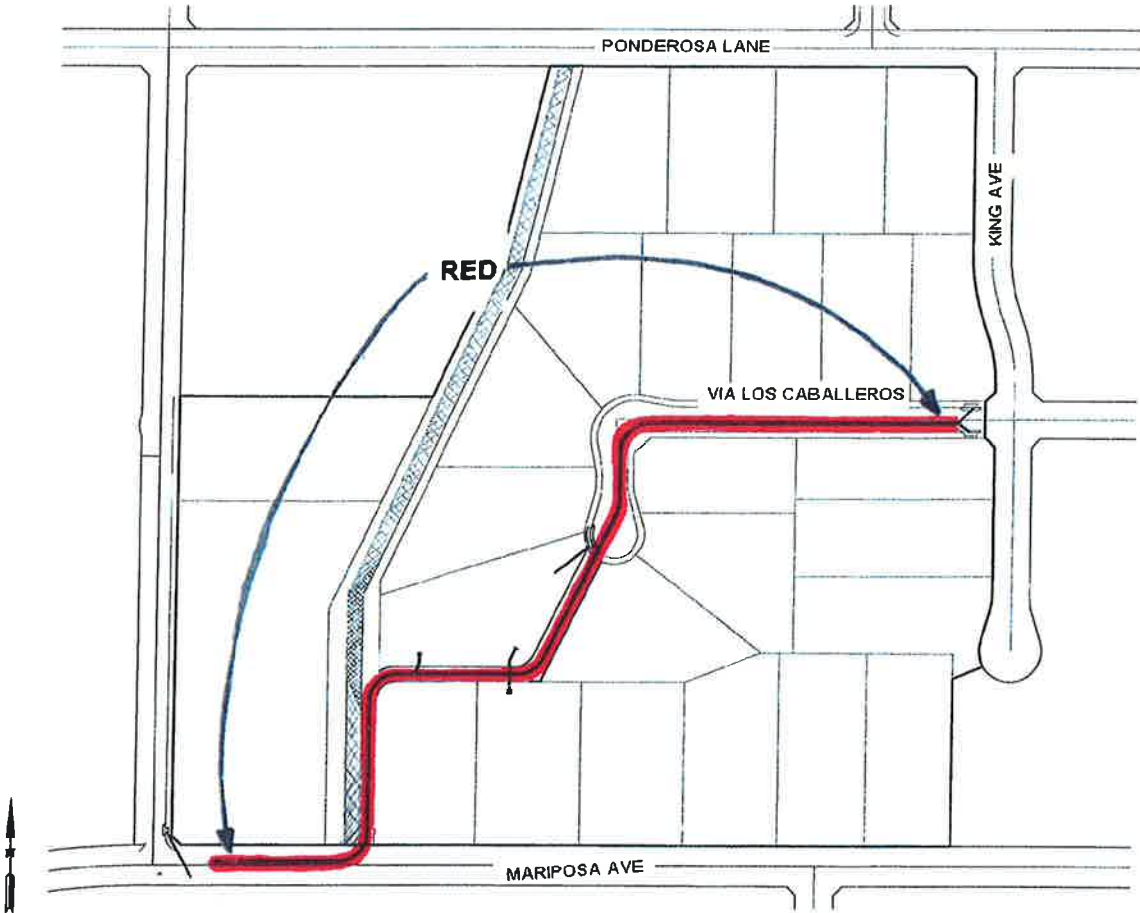
Woodcrest – Via Los Caballeros Storm Drain, Stage 2

TR 30238

Project No. 2-0-00286

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Exhibit B



COOPERATIVE AGREEMENT

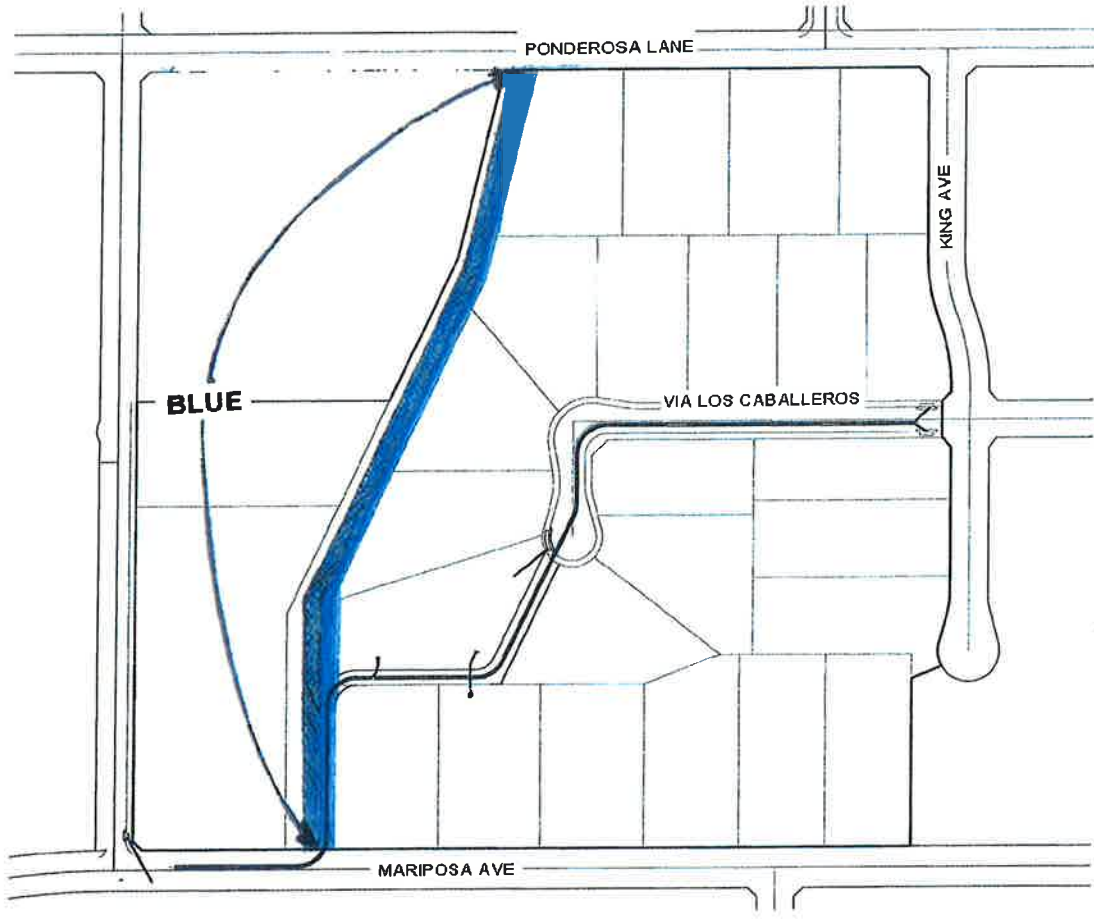
Woodcrest – Via Los Caballeros Storm Drain, Stage 2

TR 30238

Project No. 2-0-00286

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Exhibit B



COOPERATIVE AGREEMENT

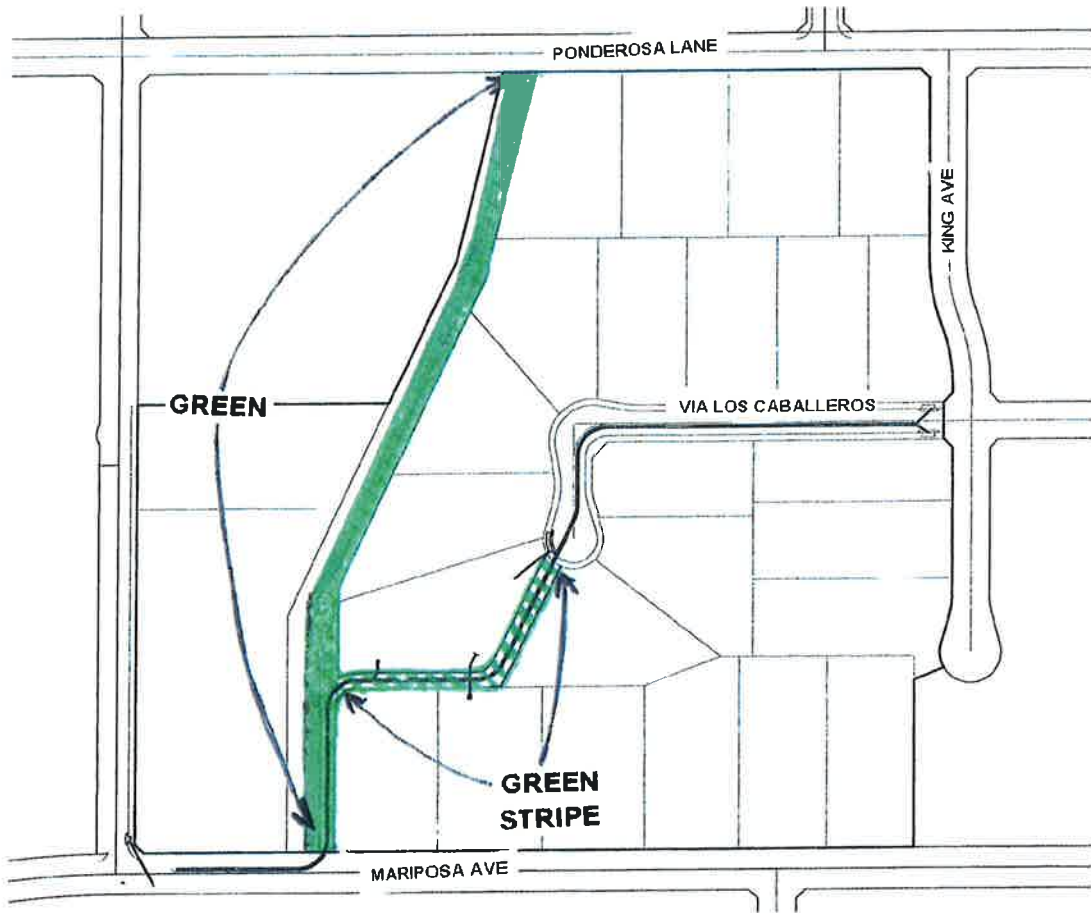
Woodcrest – Via Los Caballeros Storm Drain, Stage 2

TR 30238

Project No. 2-0-00286

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Exhibit C



COOPERATIVE AGREEMENT

Woodcrest – Via Los Caballeros Storm Drain, Stage 2

TR 30238

Project No. 2-0-00286

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