

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS DATE 3/2/15
 Departmental Concurrence

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

713B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 April 28, 2015

SUBJECT: Approval of Cooperative Agreement for Wildomar Master Drainage Plan Channel Stage 7, Wildomar Master Drainage Plan Lateral E (Tract No. 25122), Project Nos. 7-0-00070, 7-0-00077, 1st District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:
 1. Approve the Cooperative Agreement between the District, the City of Wildomar (City) and Rancho Fortunado Inv., 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. 25122, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

LMD:blm:rlp
 P8/166235

[Signature]
 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: *[Signature]*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: _____ District: 1st Agenda Number: **11-4**

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

FORM 11: Approval of Cooperative Agreement for Wildomar Master Drainage Plan Channel Stage 7,
Wildomar Master Drainage Plan Lateral E (Tract No. 25122), Project Nos. 7-0-00070,
7-0-00077, 1st District [\$0]

DATE: April 28, 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 District construction inspection of the referenced drainage facilities. Upon completion of the facilities' construction, District will assume ownership, operation and maintenance of mainline storm drains, as well as a segment of storm drain that is 18-inches in diameter and is located within District's right of way boundaries. City will assume ownership and maintenance of all storm drain facilities that are 36 inches or less in diameter and drainage facilities' associated appurtenances such as catch basins, inlets, etc., located within city's right of way boundaries.

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

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

Developer is funding all construction and construction inspection costs. After ten (10) years, the operation and maintenance costs of mainline storm drains and a certain segment of 18-inch diameter storm drain will accrue to District.

However, Developer is making a one-time payment to the District's Zone 7 Maintenance Trust Fund to defray District's estimated future operation and maintenance costs for these drainage facilities for a period of ten (10) years.

ATTACHMENTS:

1. Cooperative Agreement

LMD:blm:rlp
P8/166235

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COOPERATIVE AGREEMENT
Wildomar Master Drainage Plan Channel Stage 7,
Wildomar Master Drainage Plan Lateral E
Project Nos. 7-0-00070, 7-0-00077
Tract No. 25122

The Riverside County Flood Control and Water Conservation District,
hereinafter called "DISTRICT", the City of Wildomar, hereinafter called "CITY", and Rancho
Fortunado Inv., LLC, a Delaware limited liability company, hereinafter called "DEVELOPER",
hereby agree as follows:

RECITALS

A. DISTRICT owns, operates, and maintains the existing Wildomar Master
Drainage Plan Channel as well as the existing Wildomar Master Drainage Plan Lateral E,
hereinafter called "EXISTING WILDOMAR CHANNEL" and "EXISTING LATERAL E",
respectively; and

B. DEVELOPER has submitted for approval Tract No. 25122 located in the
city of Wildomar. As a condition of approval for Tract No. 25122, DEVELOPER must
construct certain flood control facilities and drainage improvements in order to provide flood
protection and drainage for DEVELOPER'S planned development; and

C. The legal description of Tract No. 25122 is provided in Exhibit "A"
attached hereto and made a part hereof; and

D. The required flood control facilities and drainage improvements, all as
shown on District Drawing No. 7-0425, include:

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
- i) Portions of four (4) small underground storm drains and associated outlet structures, hereinafter called "SMALL STORM DRAINS". Included among SMALL STORM DRAINS are:
 - (a) a segment of approximately 15 lineal feet of 18-inch reinforced concrete pipe and associated outlet structure, hereinafter called "CONNECTOR PIPE – LINE B", as shown in concept in purple on Exhibit "B" attached hereto and made a part hereof,
 - (b) a segment of approximately 45 lineal feet of 36-inch reinforced concrete pipe identified as "LINE D" and shown in concept in yellow on Exhibit "B",
 - (c) a segment of approximately 35 lineal feet of 36-inch reinforced concrete pipe identified as "LINE E" and shown in concept in green on Exhibit "B",
 - (d) a segment of approximately 65 lineal feet of 36-inch reinforced concrete pipe identified as "LINE I" and shown in concept in orange on Exhibit "B";
 - ii) Approximately 3,000 lineal feet of channel widening of EXISTING WILDOMAR CHANNEL and associated 15-foot wide maintenance access road with turnaround, hereinafter called "STAGE 7", as shown in concept in blue on Exhibit "B"; and
 - iii) One (1) side emergency spillway structure and three (3) concrete drainage aprons, hereinafter called "STAGE 7 APPURTENANCES", as shown in concept in red on Exhibit "B".

1 Together, SMALL STORM DRAINS, STAGE 7 and STAGE 7
2 APPURTENANCES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

3 E. Associated with the construction of DISTRICT DRAINAGE FACILITIES
4 is the construction of certain underground storm drain laterals that are 36 inches or less in
5 diameter, and the remainder segment of CONNECTOR PIPE – LINE B and its associated catch
6 basin located within CITY held easements or rights of way, hereinafter collectively called
7 "APPURTENANCES"; and

8 F. Also associated with the construction of DISTRICT DRAINAGE
9 FACILITIES is the construction of (i) the remainder segment of LINE D and its associated inlet,
10 (ii) the remainder segment of LINE E and its associated inlet, (iii) the remainder segment of
11 LINE I and its associated inlet, and (iv) three (3) detention basins that are to be located within
12 privately held easements or rights of way, hereinafter collectively called "DEVELOPER
13 DRAINAGE FACILITIES". DEVELOPER DRAINAGE FACILITIES are to be initially
14 owned and maintained by DEVELOPER, and subsequently owned and maintained by the Home
15 Owners' Association for Tract No. 25122; and

16 G. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and
17 DEVELOPER DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

18 H. At its downstream terminus, STAGE 7 will connect to EXISTING
19 WILDOMAR CHANNEL and its new north embankment. This new embankment, hereinafter
20 called "TRACT NO. 32078 ONSITE EMBANKMENT", will be constructed in conjunction
21 with Tract No. 32078 pursuant to a separate Cooperative Agreement between DISTRICT, CITY
22 and DEVELOPER. Said Cooperative Agreement is hereinafter called "MURRIETA VALLEY
23 – GREYHAWK ROAD STORM DRAIN STAGE 2 AGREEMENT"; and

1 I. DEVELOPER and CITY desire DISTRICT to accept ownership and
2 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
3 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
4 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
5 and
6

7 J. DEVELOPER and DISTRICT desire CITY to accept ownership and
8 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY
9 must review and approve DEVELOPER'S plans and specifications for PROJECT and
10 subsequently inspect the construction of APPURTENANCES; and
11

12 K. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
13 specifications for DISTRICT DRAINAGE FACILITIES, (ii) inspect the construction of
14 DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the
15 operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER
16 (i) complies with this Cooperative Agreement, (ii) pays DISTRICT the amount specified herein
17 to cover DISTRICT'S plan review and construction inspection costs, (iii) pays DISTRICT the
18 amount specified herein to cover DISTRICT'S estimated cost to operate and maintain
19 DISTRICT DRAINAGE FACILITIES for a period of ten (10) years commencing upon
20 DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership,
21 operation and maintenance, (iv) constructs PROJECT in accordance with DISTRICT and CITY
22 approved plans and specifications, (v) obtains and conveys to DISTRICT the necessary rights of
23 way for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth
24 herein, (vi) accepts ownership and responsibility for the operation and maintenance of
25 PROJECT following completion of PROJECT construction until such time as DISTRICT
26 accepts ownership and responsibility for the operation and maintenance of TRACT NO. 32078
27
28

1 ONSITE EMBANKMENT pursuant to the terms and conditions as set forth in the MURRIETA
2 VALLEY – GREYHAWK ROAD STORM DRAIN STAGE 2 AGREEMENT; and

3 L. CITY is willing to (i) review and approve DEVELOPER'S plans and
4 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
5 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
6 DRAINAGE FACILITIES, (iv) consent to the recordation and conveyance of the Irrevocable
7 Offer(s) of Dedication furnished by DEVELOPER as provided herein, and (v) accept ownership
8 and responsibility for the operation and maintenance of APPURTENANCES provided
9 PROJECT is constructed in accordance with DISTRICT and CITY approved plans and
10 specifications; and
11

12 M. Multiple legal actions, hereinafter called "LITIGATION", have been filed
13 relating to CITY'S environmental review of Tract No. 25122. LITIGATION requests a writ of
14 mandate requiring CITY to set aside its approvals.
15

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

17 SECTION I

18 DEVELOPER shall:

19 1. Prepare PROJECT plans and specifications, hereinafter called
20 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards,
21 and submit to DISTRICT and CITY for their respective review and approval.
22

23 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
24 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
25 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT
26 PLANS, review and approval of rights of way and conveyance documents, and with the
27 processing and administration of this Cooperative Agreement.
28

1 3. Deposit with DISTRICT (Attention: Business Office – Accounts
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
3 construction as set forth in Section I.8. herein, the estimated cost of providing construction
4 inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved
5 by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
6 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE
7 FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to
8 exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as
9 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
10 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.
11

12 4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-
13 time cash sum of sixty-nine thousand dollars (\$69,000), the amount agreed upon to cover
14 DISTRICT'S estimated cost to operate and maintain DISTRICT DRAINAGE FACILITIES for
15 a period of ten (10) years (Zone 7 - Maintenance Trust Fund) commencing upon DISTRICT'S
16 acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership, operation and
17 maintenance.
18

19 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
20 permits and rights of entry as may be needed for the construction, inspection, operation and
21 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPER shall furnish
22 DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as
23 set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map
24 for Tract No. 25122 or any phase thereof, whichever occurs first, with sufficient evidence of
25 DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry,
26 as determined and approved by DISTRICT.
27
28

1 6. 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 DRAINAGE FACILITIES. Such documents include
4 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional
5 Water Quality Control Board, California State Department of Fish and Wildlife, State Water
6 Resources Control Board, and Western Riverside County Regional Conservation Authority.
7

8 7. Provide CITY, at the time of 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. 25122 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 DRAINAGE FACILITIES as
13 determined by DISTRICT. The surety, amount and form of the bonds, shall be subject to
14 approval of DISTRICT and CITY. The bonds shall remain in full force and effect until
15 DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time
16 the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee
17 against any defective work, labor or materials.
18

19 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
20 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
21 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
22 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
23 construction of PROJECT.
24

25 9. Grant DISTRICT and CITY, by execution of this Cooperative Agreement,
26 the right to enter upon DEVELOPER'S property where necessary and convenient for the
27
28

1 purpose of gaining access to, and performing inspection service for, the construction of
2 PROJECT as set forth herein.

3 10. Obtain and provide DISTRICT, at the time of providing written notice to
4 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
5 twenty (20) days prior to the recordation of the final map for Tract No. 25122 or any phase
6 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
7 public for flood control and drainage purposes, including ingress and egress, for the rights of
8 way deemed necessary by DISTRICT for the construction, inspection, operation and
9 maintenance of DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication
10 shall be in a form approved by DISTRICT and shall be executed by all legal and equitable
11 owners of the property described in the offer(s).
12

13
14 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
15 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than
16 thirty (30) days prior to date of submission of all the property described in the Irrevocable
17 Offer(s) of Dedication.

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

23
24 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
25 the start of construction as set forth in Section I.8., a construction schedule which shall show the
26 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
27 various parts of work, including estimated start and completion dates. As construction of
28

1 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction
2 schedule as requested by DISTRICT.

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

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

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

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

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

21 19. Commencing on the date notice is given pursuant to Section I.8., and
22 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES and CITY accepts
23 APPURTENANCES for ownership, operation and maintenance:
24
25
26
27
28

- 1 (a) Provide and maintain or cause its contractor(s) to provide and
2 maintain comprehensive liability insurance coverage which shall
3 protect DEVELOPER from claims from damages for personal injury,
4 including accidental and wrongful death, as well as from claims for
5 property damage which may arise from DEVELOPER'S construction
6 of PROJECT or the performance of its obligations hereunder, whether
7 such construction or performance be by DEVELOPER, by any of its
8 contractors, subcontractors, or by anyone employed directly or
9 indirectly by any of them. Such insurance shall name DISTRICT, the
10 County of Riverside and CITY as additional insureds with respect to
11 this Cooperative Agreement and the obligations of DEVELOPER
12 hereunder. Such insurance shall provide for limits of not less than two
13 million dollars (\$2,000,000) per occurrence.
- 14 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),
15 who shall be authorized by the California Department of Insurance to
16 transact the business of insurance in the State of California, to furnish
17 DISTRICT and CITY at the time of providing written notice to
18 DISTRICT of the start of construction as set forth in Section I.8., with
19 certificate(s) of insurance and applicable policy endorsements
20 showing that such insurance is in full force and effect and that
21 DISTRICT, the County of Riverside and CITY are named as
22 additional insureds with respect to this Cooperative Agreement and
23 the obligations of DEVELOPER hereunder. Further, said certificate(s)
24 shall state that the issuing company shall give DISTRICT, the County
25
26
27
28

1 of Riverside and CITY sixty (60) days written notice in the event of
2 any cancellation, termination, non-renewal or reduction in coverage
3 of the policies evidenced by the certificate(s). In the event
4 cancellation, termination, non-renewal or reduction of coverage,
5 DEVELOPER shall forthwith, secure replacement insurance meeting
6 the provisions of this paragraph.
7

8 Failure to maintain the insurance required by this paragraph shall be
9 deemed a material breach of this Cooperative Agreement and shall
10 authorize and constitute authority for DISTRICT, at its sole discretion, to
11 proceed to 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 CITY approved IMPROVEMENT
15 PLANS.

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

22 22. Upon completion of PROJECT construction, and upon acceptance by CITY
23 of all rights of way deemed necessary by DISTRICT and CITY for the operation and
24 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE
25 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to
26 DISTRICT (i) the flood control easement(s) including ingress and egress, in a form approved by
27 DISTRICT, to the rights of way as shown in concept cross-hatched in pink on Exhibit "C", and
28

1 (ii) fee simple title, in a form approved by DISTRICT, to the rights of way as shown in concept
2 in solid pink on Exhibit "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.
10

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.
18

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 TRACT NO. 32078 ONSITE EMBANKMENT and DISTRICT
22 DRAINAGE FACILITIES, CITY accepts ownership and responsibility for operation and
23 maintenance of APPURTENANCES, and the Home Owners' Association for Tract No. 25122
24 accepts ownership and responsibility for operation and maintenance of DEVELOPER
25 DRAINAGE FACILITIES. Further, it is mutually understood by the parties hereto that prior to
26 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
27
28

1 DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a
2 satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the
3 inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are
4 not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.
5

6 26. Pay, if suit is brought upon this Cooperative Agreement or any bond
7 guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including
8 reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs,
9 expenses and fees shall be computed as costs and included in any judgment rendered.
10

11 27. Upon completion of PROJECT construction, but prior to DISTRICT
12 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
13 provide or cause its civil engineer of record or construction civil engineer of record, duly
14 registered in the State of California, to provide DISTRICT with a redlined "record drawings"
15 copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings",
16 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes
17 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,
18 stamp and sign the original PROJECT engineering plans "record drawings".
19

20 28. Ensure that all work performed pursuant to this Cooperative Agreement by
21 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
22 regulations, including but not limited to all applicable provisions of the Labor Code, Business
23 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs
24 associated with compliance with applicable laws and regulations.
25

26 SECTION II

27 DISTRICT shall:
28

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

3 2. Provide CITY an opportunity to review and approve IMPROVEMENT
4 PLANS prior to DISTRICT'S final approval.

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

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

10 5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

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

20 8. Accept ownership and sole responsibility for the operation and maintenance
21 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
22 DRAINAGE FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of
23 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed
24 "record drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all
25
26
27
28

1 conveyance documents described in Section I.22., (v) CITY acceptance of APPURTENANCES
2 for ownership, operation, and maintenance, (vi) DISTRICT'S sole determination that DISTRICT
3 DRAINAGE FACILITIES are in a satisfactorily maintained condition, (vii) DISTRICT'S sole
4 determination that DISTRICT DRAINAGE FACILITIES are fully functioning as a flood
5 control drainage system, and (viii) DISTRICT acceptance of TRACT NO. 32078 ONSITE
6 EMBANKMENT for ownership, operation and maintenance.
7

8 9. Provide CITY with a reproducible duplicate copy of "record drawings"
9 PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being
10 complete.
11

12 SECTION III

13 CITY shall:

- 14 1. Review and approve IMPROVEMENT PLANS prior to the start of
15 PROJECT construction.
- 16 2. Accept CITY and DISTRICT approved faithful performance and payment
17 bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided
18 herein.
- 19 3. Inspect PROJECT construction.
- 20 4. Consent, by execution of this Cooperative Agreement, to the recording of
21 any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative
22 Agreement.
23
- 24 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication
25 as set forth herein, and any other outstanding offers of dedication necessary for the construction,
26 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey
27
28

1 sufficient rights of way to DISTRICT to allow DISTRICT to re-construct, inspect, operate and
2 maintain DISTRICT DRAINAGE FACILITIES.

3 6. [THIS SECTION INTENTIONALLY LEFT BLANK.]

4 7. Accept ownership and sole responsibility for the operation and maintenance
5 of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES
6 for ownership, operation and maintenance.
7

8 SECTION IV

9 It is further mutually agreed:

10 1. All work involved with PROJECT shall be inspected by CITY but shall not
11 be deemed complete until DISTRICT and CITY mutually agree in writing that construction is
12 completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
13

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

19 3. DEVELOPER shall complete construction of PROJECT within twelve (12)
20 consecutive months after execution of this Cooperative Agreement and within one hundred
21 twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly
22 understood that since time is of the essence in this Cooperative Agreement, failure of
23 DEVELOPER to perform the work within the agreed upon time shall constitute authority for
24 DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY
25 the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse
26 DISTRICT for DISTRICT costs incurred.
27
28

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

10 5. Prior to DISTRICT'S acceptance of ownership and responsibility for the
11 operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE
12 FACILITIES shall be in a satisfactorily maintained condition as solely determined by
13 DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are
14 not in acceptable condition, corrections shall be made at DEVELOPER'S sole expense.
15

16 6. DEVELOPER and DISTRICT, knowingly and voluntarily, waive the
17 provisions of Government Code Section 65913.8 relating to fees and charges. Such waiver is
18 accomplished with the understanding that DISTRICT is voluntarily undertaking the obligation
19 to accept ownership and responsibility for the operation and maintenance of DISTRICT
20 DRAINAGE FACILITIES, and DEVELOPER is not required by DISTRICT to enter into this
21 Cooperative Agreement.
22

23 7. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
24 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
25 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
26 issuance of a Notice to Proceed is subject to staff availability.
27
28

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

14 8. PROJECT construction work shall be on a five (5) day, forty (40) hour
15 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
16 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
17 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
18 written request for permission from DISTRICT to work the additional hours. The request shall
19 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
20 work hours and state the reasons for the overtime and the specific time frames required. The
21 decision of granting permission for overtime work shall be made by DISTRICT at its sole
22 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
23 charged the cost incurred at the overtime rates for additional inspection time required in
24 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
25 any amendments thereto, of the County of Riverside.
26
27
28

1 9. In the event that any claim or legal action is brought against DISTRICT in
2 connection with this Cooperative Agreement because of the actual or alleged acts or omissions
3 by DEVELOPER, including but not limited to design, construction or failure of PROJECT,
4 DEVELOPER shall defend, indemnify and hold DISTRICT harmless therefrom, without cost to
5 DISTRICT. Upon DEVELOPER'S failure to do so, DISTRICT shall be entitled to recover from
6 DEVELOPER all of its costs and expenses, including, but not limited to, reasonable attorneys'
7 fees.
8

9 10. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
10 Riverside, and CITY (including their agencies, districts, special districts and departments, their
11 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
12 agents and representatives) from any liability, claim, damage, proceeding or action, present or
13 future, based upon, arising out of or in any way relating to this Cooperative Agreement,
14 including but not limited to DEVELOPER'S (including its officers, employees, subcontractors
15 and agents) actual or alleged acts or omissions related to this Cooperative Agreement,
16 performance under this Cooperative Agreement, or failure to comply with the requirements of
17 this Cooperative Agreement, and including but not limited to: (a) property damage; (b) bodily
18 injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California
19 Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance
20 or regulation caused by the diversion of waters from the natural drainage patterns or the
21 discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature
22 whatsoever.
23
24

25 DEVELOPER shall defend, at its sole expense, including all costs and fees
26 (including but not limited to attorney fees, cost of investigation, defense and settlements or
27 awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special
28

1 districts and departments, their respective directors, officers, Board of Supervisors, elected and
2 appointed officials, employees, agents and representatives) in any claim, proceeding or action
3 for which indemnification is required.

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

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

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

19 In the event there is conflict between this section and California Civil Code
20 Section 2782, this section shall be interpreted to comply with California Civil Code Section
21 2782. Such interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT,
22 County of Riverside or CITY to the fullest extent allowed by law.
23

24 11. DEVELOPER for itself, its successors and assigns hereby releases
25 DISTRICT and CITY, their respective officers, agents, and employees from any and all claims,
26 demands, actions, or suits of any kind arising out of any liability, known or unknown, present or
27 future, including, but not limited to any claim or liability, based or asserted, pursuant to Article
28

1 I, Section 19 of the California Constitution, the Fifth Amendment of the United States
2 Constitution, or any other law or ordinance which seeks to impose any other liability or damage,
3 whatsoever, for damage caused by the discharge of drainage within or from PROJECT.
4 Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or CITY,
5 their officers, agents and employees from any and all claims, demands, actions or suits of any
6 kind arising out of any liability, known or unknown, present or future, for the negligent
7 maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, after the
8 acceptance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES by DISTRICT
9 and CITY, respectively.
10

11 12. This Cooperative Agreement shall be null and void in the event the
12 LITIGATION results in (i) the issuance of a writ of mandate setting aside the CITY'S approvals
13 relating to Tract No. 25122, or (ii) court-ordered modifications of the project at issue in the
14 LITIGATION that would affect DISTRICT DRAINAGE FACILITIES, APPURTENANCES,
15 or DEVELOPER DRAINAGE FACILITIES.
16

17 13. Any waiver by DISTRICT or by CITY of any breach of any one or more of
18 the terms of this Cooperative Agreement shall not be construed to be a waiver of any subsequent
19 or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
20 CITY to require exact, full and complete compliance with any terms of this Cooperative
21 Agreement shall not be construed as in any manner changing the terms hereof, or estopping
22 DISTRICT or CITY from enforcement hereof.
23

24 14. If any provision in this Cooperative Agreement (with the exception of
25 Section IV.6.) is held by a court of competent jurisdiction to be invalid, void, or unenforceable,
26 the remaining provisions will nevertheless continue in full force without being impaired or
27 invalidated in any way. Should it be held by a court of competent jurisdiction that any portion
28

1 of Section IV.6. is invalid, void, or unenforceable, the provisions of Government Code
2 65913.8(b) shall apply. It shall, therefore, be determined that this fee is extended for a period of
3 ten years, commencing upon DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES
4 for ownership, operation and maintenance.

5
6 15. This Cooperative Agreement is to be construed in accordance with the laws
7 of the State of California.

8
9 16. Any and all notices sent or required to be sent to the parties of this
10 Cooperative Agreement will be mailed by first class mail, postage prepaid, to the following
11 addresses:

11 RIVERSIDE COUNTY FLOOD CONTROL
12 AND WATER CONSERVATION DISTRICT
13 1995 Market Street
14 Riverside, CA 92501
15 Attn: Administrative Services Section

CITY OF WILDOMAR
23873 Clinton Keith Road
Wildomar, CA 92595
Attn: Public Works Director

14 RANCHO FORTUNADO INV., LLC
15 3121 Michelson Drive, Suite 150
16 Irvine, CA 92612
17 Attn: Adam Smith

18 16. Any action at law or in equity brought by any of the parties hereto for the
19 purpose of enforcing a right or rights provided for by the Cooperative Agreement, shall be tried
20 in a court of competent jurisdiction in the County of Riverside, State of California, and the
21 parties hereto waive all provisions of law providing for a change of venue in such proceedings
22 to any other county.

23 17. This Cooperative Agreement is the result of negotiations between the
24 parties hereto, and the advice and assistance of their respective counsel. The fact that this
25 Cooperative Agreement was prepared as a matter of convenience by DISTRICT shall have no
26 import or significance. Any uncertainty or ambiguity in this Cooperative Agreement shall not
27
28

1 be construed against DISTRICT because DISTRICT prepared this Cooperative Agreement in its
2 final form.

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

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

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

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

25 //

26 //

27

28

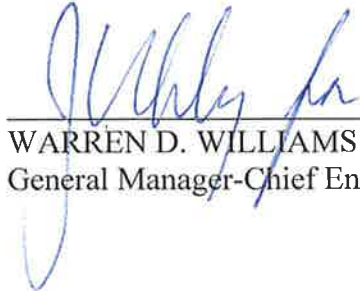
1 IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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:
Wildomar MDP Channel Stage 7,
Wildomar MDP Lateral E
Project Nos. 7-0-00070, 7-0-00077
Tract No. 25122
TT/LMD:blm:rlp
2/24/15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECOMMENDED FOR APPROVAL:

CITY OF WILDOMAR

By 

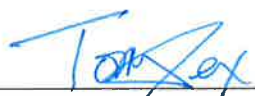
DAN YORK
Public Works Director/City Engineer

By 

GARY NORDQUIST
City Manager


APPROVED AS TO FORM:

ATTEST:

By 

THOMAS D. JEX
City Attorney

DEBBIE A. LEE
City Clerk

By 

(SEAL)

Cooperative Agreement:
Wildomar MDP Channel Stage 7,
Wildomar MDP Lateral E
Project Nos. 7-0-00070, 7-0-00077
Tract No. 25122
TT/LMD:blm:rlp
2/24/15

RANCHO FORTUNADO INV, LLC
a Delaware limited liability company

By Adam Smith
ADAM SMITH
Authorized Person

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Cooperative Agreement:
Wildomar MDP Channel Stage 7,
Wildomar MDP Lateral E
Project Nos. 7-0-00070, 7-0-00077
Tract No. 25122
TT/LMD:blm:rlp
2/24/14

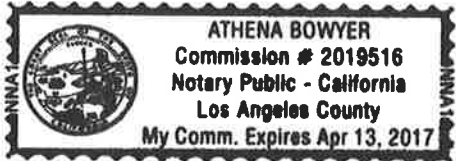
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange }

On March 2, 2015 before me, Athena Bowyer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Adam Smith
Name(s) of Signer(s)



Place Notary Seal Above

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: Athena Bowyer
Signature of Notary Public

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

Signer Is Representing: _____

Signer Is Representing: _____

Exhibit A

LEGAL DESCRIPTION

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

PARCEL 1: (APN: 380-080-012-6)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND A PORTION OF LOT "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 15" WEST, A DISTANCE OF 62.65 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 14.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B" AS SHOWN ON PARCEL MAP NO. 8725;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, NORTH 37° 07' 15" EAST, A DISTANCE OF 260.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID LOT "B" OF PARCEL MAP NO. 8725, SOUTH 52° 34' 35" EAST, A DISTANCE OF 133.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET HAVING A RADIAL BEARING OF NORTH 61° 06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE SOUTH 70° 28' 46" EAST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A POINT WITH A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7
Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 1 of 5

Exhibit A

THENCE SOUTH 53° 06' 05" EAST, A DISTANCE OF 160.45 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SAID POINT ON A NON-TANGENT CURVE WITH A RADIUS OF 341.00 FEET AND A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 7077-1A THROUGH A CENTRAL ANGLE OF 38° 30' 09", A DISTANCE OF 229.15 FEET TO A POINT WITH A RADIAL BEARING NORTH 83° 36' 12" EAST;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, SOUTH 40° 46' 46" WEST, A DISTANCE OF 42.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103/13-15;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 7070-31 OF SAID RECORD OF SURVEY FILED IN BOOK 103/13-15, NORTH 49° 16' 18" WEST, A DISTANCE OF 582.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 380-080-013-7)

PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 1, PARCEL 2, AND PARCEL 3 AND PORTIONS OF LOTS "A" AND "B" OF PARCEL MAP 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "A" AND PARALLEL WITH SAID PALOMAR STREET CENTERLINE, SOUTH 49° 19' 30" EAST, A DISTANCE OF 502.42 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A", SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 7077-900A OF RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID NORTHWESTERLY LINE OF PARCEL 7077-900A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 573.65 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 37° 07' 24" WEST A DISTANCE OF 336.24 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 341.00 FEET;

COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 2 of 5

Exhibit A

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 01' 03", A DISTANCE OF 29.86 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15 WITH A RADIAL BEARING OF NORTH 57° 53' 39" WEST;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 53° 06' 05" WEST, A DISTANCE OF 160.45 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 70.00 FEET AND A RADIAL BEARING OF NORTH 00° 01' 24" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61° 58' 33", A DISTANCE OF 75.72 FEET TO A REVERSE CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF NORTH 61° 57' 09" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 25' 55", A DISTANCE OF 74.06 FEET;

THENCE NORTH 70° 28' 46" WEST, A DISTANCE OF 35.84 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 61° 06' 29" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 35' 15", A DISTANCE OF 34.11 FEET;

THENCE NORTH 52° 34' 35" WEST, A DISTANCE OF 133.89 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "B" OF SAID PARCEL MAP NO. 8725;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID LOT "B", NORTH 37° 07' 15" EAST A DISTANCE OF 982.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 360-080-014-8)

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 AND A PORTION OF LOT "A" OF PARCEL MAP 8725 RECORDED IN BOOK 38 PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "A" AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING 30.00 FEET SOUTHWESTERLY AND PARALLEL TO THE CENTERLINE OF PALOMAR STREET AS SHOWN ON SAID PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE INTERSECTION OF SAID NORTHERLY LINE OF SAID LOT "A" AND THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 4, SOUTH 37° 06' 08" WEST, A DISTANCE OF 825.70 FEET;

THENCE SOUTH 49° 17' 46" EAST, A DISTANCE OF 562.67 FEET;

THENCE SOUTH 37° 05' 22" WEST, A DISTANCE OF 208.73 FEET TO A POINT ON THE

COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 3 of 5

Exhibit A

SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 36° 34' 13" WEST, A DISTANCE OF 670.00 FEET;

THENCE NORTH 40° 10' 10" WEST, A DISTANCE OF 189.64 FEET;

THENCE NORTH 52° 18' 39" WEST, A DISTANCE OF 568.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 314.61 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF PARCEL 7077-1A OF SAID RECORD OF SURVEY 103/13-15, SOUTH 52° 52' 36" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 37° 07' 24" EAST, A DISTANCE OF 543.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725 AND THE PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 7077-1A ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LOT "A" OF PARCEL MAP NO. 8725, SOUTH 49° 19' 30" EAST, A DISTANCE OF 858.24 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (APN: 380-080-015-9)

PARCEL "D" AS SHOWN ON LOT LINE ADJUSTMENT LLA NO. 4497, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 13, 2002 AS INSTRUMENT NO. 2002-510013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 3 AND PARCEL 4 OF PARCEL MAP NO. 8725 RECORDED IN BOOK 38, PAGES 58 AND 59 OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP NO. 8725;

THENCE NORTH 49° 16' 18" WEST, A DISTANCE OF 32.96 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SOUTH 37° 14' 26" WEST, A DISTANCE OF 3.02 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF PARCEL 7070-31 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 103 ON PAGES 13 THROUGH 15 IN THE OFFICE OF RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 49° 16' 18" WEST, A DISTANCE OF 868.97 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH RADIUS OF 1952.82 FEET;

COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 4 of 5

Exhibit A

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 09' 05", A DISTANCE OF 73.33 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, NORTH 47° 07' 13" WEST, A DISTANCE OF 213.28 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL 7077-1B AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 7077-1B OF SAID RECORD OF SURVEY 103/13-15, NORTH 18° 49' 17" WEST, A DISTANCE OF 147.60 FEET TO CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 259.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 7077-1B THROUGH A CENTRAL ANGLE OF 55° 56' 41", A DISTANCE OF 252.89 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 7077-1A AS SHOWN ON SAID RECORD OF SURVEY 103/13-15;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, NORTH 37° 07' 24" EAST, A DISTANCE OF 21.63 FEET;

THENCE LEAVING SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, SOUTH 52° 18' 39" EAST, A DISTANCE OF 513.73 FEET;

THENCE SOUTH 40° 10' 10" EAST, A DISTANCE OF 189.64 FEET;

THENCE SOUTH 36° 34' 13" EAST, A DISTANCE OF 670.00 FEET;

THENCE SOUTH 49° 16' 18" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 4, SOUTH 37° 05' 22" WEST, A DISTANCE OF 160.00 FEET POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES AS RESERVED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 12, 1997 AS INSTRUMENT NO. 333580 OF OFFICIAL RECORDS.

COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

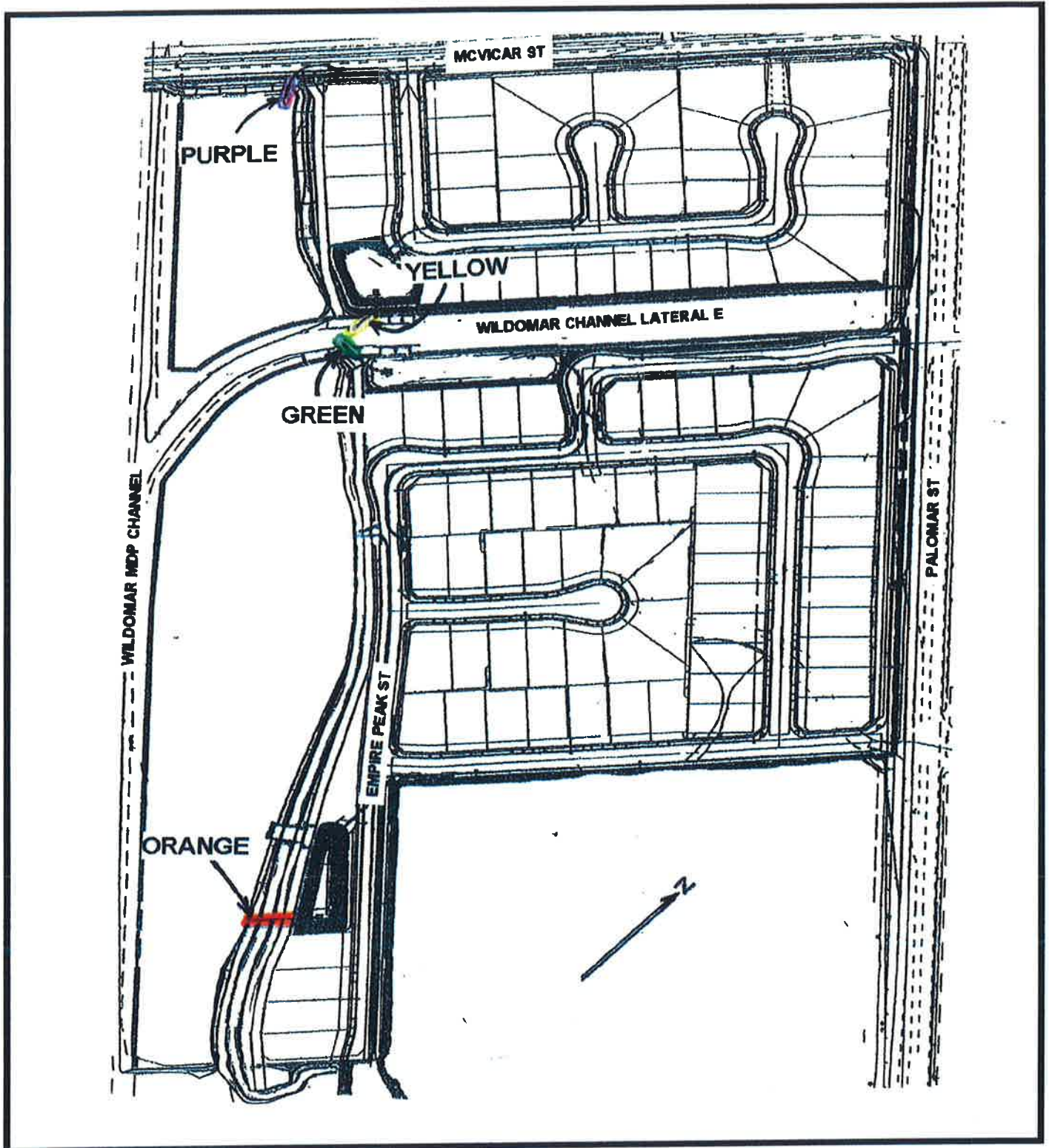
Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 5 of 5

Exhibit B



COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

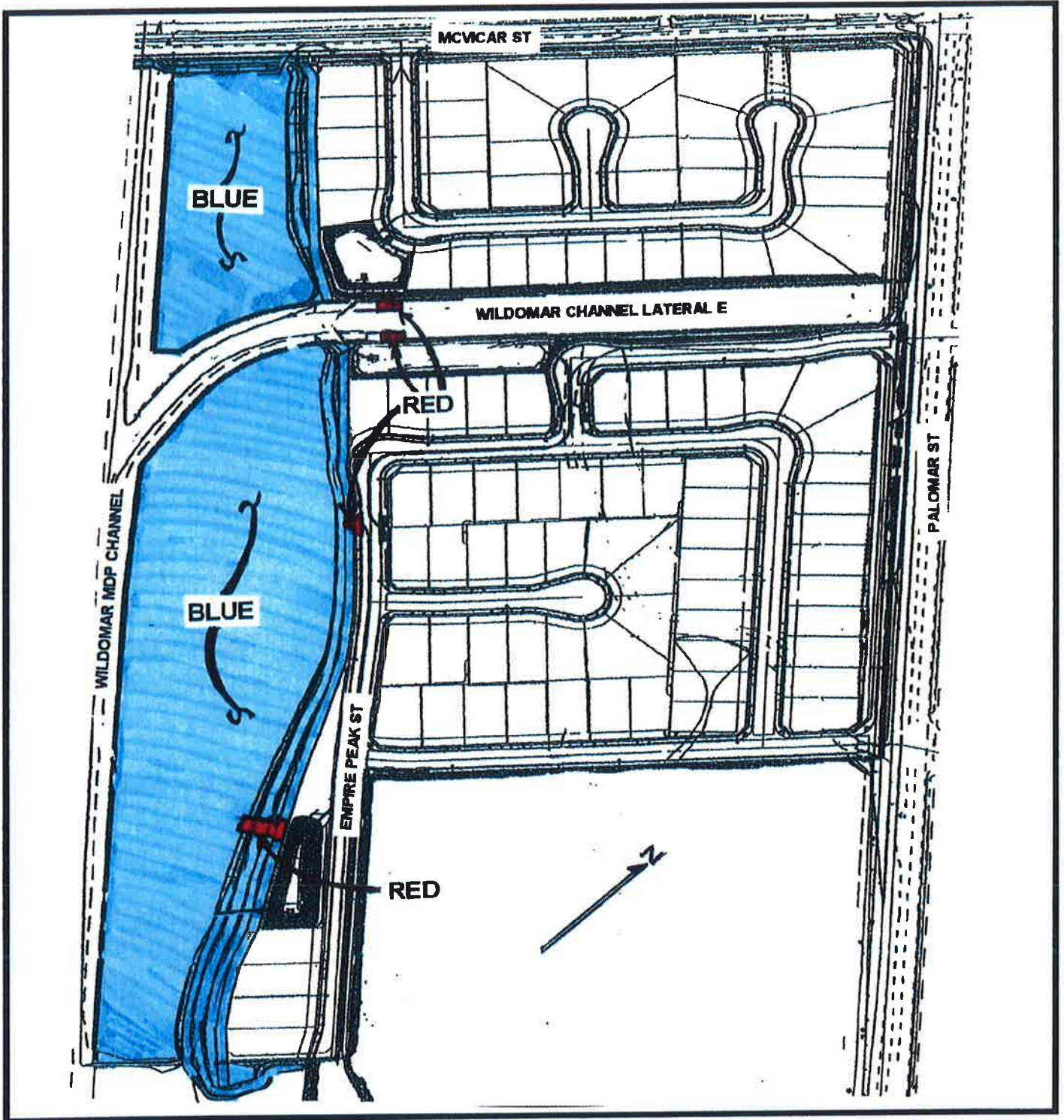
Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 1 of 2

Exhibit B



COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

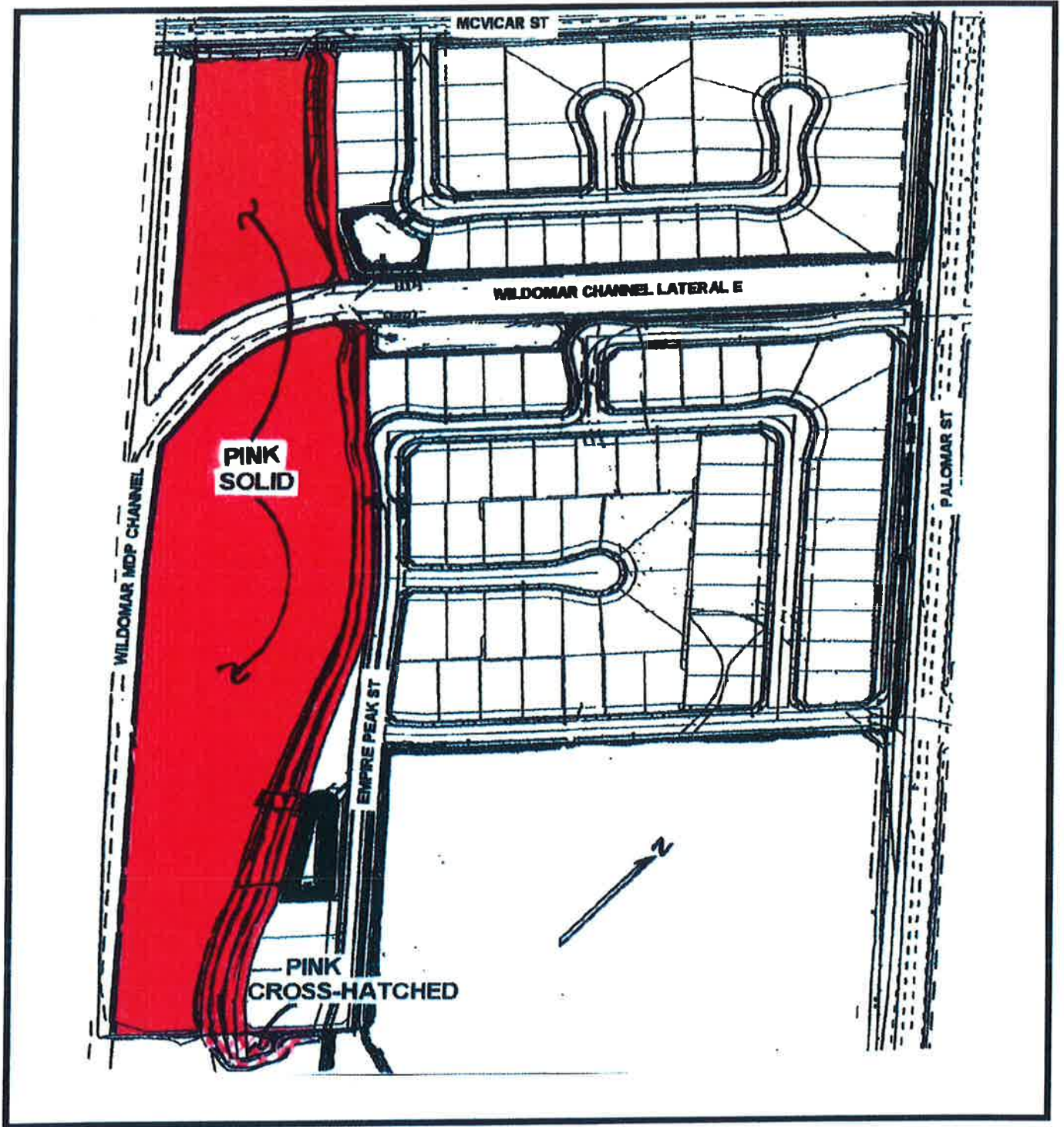
Wildomar Master Drainage Plan Lateral E

TR 25122

Project Nos. 7-0-00070, 7-0-00077

Page 2 of 2

Exhibit C



COOPERATIVE AGREEMENT
Wildomar Master Drainage Plan Channel Stage 7
Wildomar Master Drainage Plan Lateral E
TR 25122
Project Nos. 7-0-00070, 7-0-00077
Page 1 of 1