

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

915B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 8, 2014

SUBJECT: Cooperative Agreement
Day Creek – Horse Chestnut Street Storm Drain (Tract No. 31778-1)
Project No. 1-0-00283, District 2/District 2 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Jurupa Valley (City) and CDCG Group Holdings, LP (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 31778-1, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs.				Budget Adjustment: N/A	
				For Fiscal Year: N/A	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 8, 2014
xc: Flood/15: 15

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2nd/2nd

Agenda Number:

11 - 2

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS DATE: 3/18/14
Departmental Concurrence

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

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

FORM 11: Cooperative Agreement
Day Creek – Horse Chestnut Street Storm Drain (Tract No. 31778-1)
Project No. 1-0-00283; District 2/District 2 [\$0]

DATE: April 8, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced 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. City will assume ownership and maintenance of the basin, 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 the City and the Developer have executed the Agreement.

Impact on Citizens 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

Future O&M costs associated with the mainline storm drains that are greater than 36 inches in diameter will accrue to the District.

TT:LMD:blj

COOPERATIVE AGREEMENT

Day Creek – Horse Chestnut Street Storm Drain
 Project No. 1-0-00283
 Tract No. 31778-1

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF JURUPA VALLEY, hereinafter called "CITY", and CDCG GROUP HOLDINGS, LP, a Delaware limited partnership, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 31778-1 located within City of Jurupa Valley. As a condition of approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. Legal description of Tract No. 31778-1 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown in District Drawing No. 1-663, include the construction of (i) approximately 1,700 lineal feet of underground storm drain and its associated outlet structure, hereinafter called "HORSE CHESTNUT STREET S.D.", as shown in concept in yellow on Exhibit "B" attached hereto and made a part hereof; and (ii) approximately 87 lineal feet of underground lateral storm drain with its associated inlet, hereinafter called "LATERAL S.D.", as shown in concept in green on Exhibit "B". Together, HORSE CHESTNUT STREET S.D. and LATERAL S.D. are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

D. At its downstream terminus, LATERAL S.D. connects to an existing storm drain facility identified as LAT E-1 on District Drawing No. 1-0639 (Sheet No. 18). LAT E-1 was constructed by the now-defunct Redevelopment Agency for the County of Riverside and inspected by DISTRICT under the terms and conditions of a separate cooperative agreement executed on May 24, 2005 between DISTRICT, County of Riverside Transportation

1 Department, and Redevelopment Agency for the County of Riverside. However, LAT E-1 has
 2 not yet been accepted by DISTRICT for ownership, operation and maintenance responsibilities
 3 pursuant to the terms and conditions of said separate cooperative agreement; and

4 E. Associated with the construction of DISTRICT DRAINAGE FACILITIES
 5 are various catch basins, inlets, connector pipes, lateral storm drains that are thirty-six inches
 6 (36") or less in diameter, and basin located within CITY held rights of way or easements,
 7 hereinafter called "CITY APPURTENANCES"; and

8 F. Together, DISTRICT DRAINAGE FACILITIES and CITY
 9 APPURTENANCES are hereinafter called "PROJECT"; and

10 G. DEVELOPER and CITY desire DISTRICT to accept ownership and
 11 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
 12 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
 13 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
 14 and

15 H. DEVELOPER and DISTRICT desire CITY to accept ownership and
 16 responsibility for the operation and maintenance of CITY APPURTENANCES. Therefore,
 17 CITY must review and approve DEVELOPER'S plans and specifications for PROJECT and
 18 subsequently inspect the construction of CITY APPURTENANCES.

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

20 SECTION I

21 DEVELOPER shall:

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

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

1 processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY,
 2 within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as
 3 are deemed reasonably necessary by CITY to cover CITY'S costs associated with: i) the review
 4 of IMPROVEMENT PLANS; ii) the review and approval of right of way and conveyance
 5 documents; and, iii) the processing and administration of this Agreement.

6 3. Deposit with DISTRICT (Attention: Business Office – Accounts
 7 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT
 8 DRAINAGE FACILITIES construction as set forth in Section I.8. herein, the estimated cost of
 9 providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as
 10 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the
 11 County of Riverside, including any amendments thereto, based upon the bonded value of
 12 DISTRICT DRAINAGE FACILITIES. Additionally, DEVELOPER shall deposit with CITY,
 13 at the time of providing written notice to DISTRICT of the start of PROJECT construction as
 14 set forth in Section I.8. herein, the estimated cost of providing construction inspection in an
 15 amount as determined and approved by CITY in accordance with Ordinance Nos. 671 and 749
 16 of the County of Riverside, including any amendments thereto, as adopted by CITY pursuant to
 17 Chapter 1.35 of the Jurupa Valley Municipal Code and based upon the bonded value of CITY
 18 APPURTENANCES.

19 4. [THIS SECTION IS INTENTIONALLY LEFT BLANK.]

20 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
 21 permits and rights of entry as may be needed for the construction, inspection, operation and
 22 maintenance of DISTRICT DRAINAGE FACILITIES and CITY APPURTENANCES.
 23 DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to
 24 DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20)
 25 days prior to recordation of the final map for Tract No. 31778-1, whichever occurs first, with
 26 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,
 27 permits and rights of entry, as determined and approved by DISTRICT and/or CITY, as
 28 appropriate.

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

7 7. Provide CITY, at the time of providing written notice to DISTRICT of the
8 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
9 recordation of the final map for Tract No. 31778-1, whichever occurs first, with faithful
10 performance and payment bonds, each in the amount of one hundred percent (100%) of the
11 estimated cost for construction of: (a) DISTRICT DRAINAGE FACILITIES as determined by
12 DISTRICT; and, (b) CITY APPURTENANCES as determined by CITY. The surety, amount
13 and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds
14 shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES and CITY
15 APPURTENANCES are accepted by DISTRICT and CITY, respectively, as complete; at which
16 time the bond amounts may be reduced to ten percent (10%) for a period of one year to
17 guarantee against any defective work, labor or materials.

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

23 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
24 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
25 access to, and performing inspection service for, the construction of DISTRICT DRAINAGE
26 FACILITIES and CITY APPURTENANCES as set forth herein.

27 10. Obtain and provide DISTRICT, at the time of providing written notice to
28 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than

1 twenty (20) days prior to the recordation of the final map for Tract No. 31778-1, whichever
2 occurs first, with duly executed Irrevocable Offers(s) of Dedication to the public for flood
3 control and drainage purposes, including ingress and egress, for the rights of way deemed
4 necessary by DISTRICT for the construction, inspection, operation and maintenance of
5 DISTRICT DRAINAGE FACILITIES, as shown in concept in yellow and in green on Exhibit
6 "B". The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and
7 shall be executed by all legal and equitable owners of the property described in the offer(s).

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

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

19 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT
20 of the start of construction as set forth in Section I.8., a construction schedule which shall show
21 the order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out
22 the various parts of work, including estimated start and completion dates. As construction of
23 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
24 DISTRICT.

25 14. Furnish DISTRICT with the final mylar DISTRICT DRAINAGE
26 FACILITIES plans and assign its ownership to DISTRICT prior to the start of DISTRICT
27 DRAINAGE FACILITIES construction.
28

1 15. Not permit any change to, or modification of, DISTRICT and CITY
2 approved IMPROVEMENT PLANS without the prior written permission and consent of
3 DISTRICT and CITY.

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

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

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

16 19. Commencing on the date notice is given pursuant to Section I.8. and
17 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for ownership,
18 operation and maintenance and CITY accepts CITY APPURTENANCES for ownership,
19 operation and maintenance:

- 20 (a) Provide and maintain or cause its contractor(s) to provide and
21 maintain comprehensive liability insurance coverage which shall
22 protect DEVELOPER from claims from damages for personal
23 injury, including accidental and wrongful death, as well as from
24 claims for property damage which may arise from DEVELOPER'S
25 construction of PROJECT or the performance of its obligations
26 hereunder, whether such construction or performance be by
27 DEVELOPER, by any of its contractors, subcontractors, or by
28 anyone employed directly or indirectly by any of them. Such

1 insurance shall name DISTRICT, County of Riverside and CITY as
2 additional insureds with respect to this Agreement and the
3 obligations of DEVELOPER hereunder. Such insurance shall
4 provide for limits of not less than two million dollars (\$2,000,000)
5 per occurrence.

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

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

1 20. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole
2 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT
3 PLANS.

4 21. Within two (2) weeks of completing PROJECT construction, provide
5 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that
6 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
7 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
8 CITY APPURTENANCES.

9 22. Upon completion of PROJECT construction, and upon acceptance by
10 CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation
11 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE
12 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to
13 DISTRICT: (i) flood control easement(s), including ingress and egress, in a form approved by
14 DISTRICT, for the rights of way as shown in concept cross-hatched in orange on Exhibit "C"
15 attached hereto and made a part hereof; and, (ii) an access easement, including ingress and
16 egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-
17 hatched in green on Exhibit "C".

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

25 24. [THIS SECTION IS INTENTIONALLY LEFT BLANK.]

26 25. Accept ownership and sole responsibility for the operation and
27 maintenance of PROJECT until such time as: i) DISTRICT accepts ownership and
28 responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES; ii)

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

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

5 5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

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

18 8. Accept ownership and sole responsibility for the operation and
19 maintenance of DISTRICT DRAINAGE FACILITIES upon: (i) DISTRICT inspection of
20 DISTRICT DRAINAGE FACILITIES in accordance with Section I.21; (ii) DISTRICT
21 acceptance of PROJECT construction as being complete; (iii) recordation of all conveyance
22 documents described in Section I.22; (iv) DISTRICT receipt of stamped and signed "record
23 drawings" of engineering plans for DISTRICT DRAINAGE FACILITIES as set forth in
24 Section I.27; (v) DISTRICT acceptance of ownership and responsibilities for operation and
25 maintenance of LAT E-1 pursuant to the provisions of said separate cooperative agreement; (vi)
26 CITY acceptance of CITY APPURTENANCES for ownership, operation and maintenance;
27 and, (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a
28 satisfactorily maintained condition.

1 FACILITIES are improved, repaired, replaced or changed. It being further understood and
2 agreed that any such adjustments shall be performed at no cost to DISTRICT.

3 9. Not grant any occupancy permits for any units within any portion of Tract
4 No. 31778-1, until construction of PROJECT is complete, unless otherwise approved in writing
5 by DISTRICT.

6 SECTION IV

7 It is further mutually agreed:

8 1. All work involved with DISTRICT DRAINAGE FACILITIES shall be
9 inspected by DISTRICT and shall not be deemed complete until approved and accepted in
10 writing as complete by DISTRICT. All work involved with CITY APPURTENANCES shall
11 be inspected by CITY and shall not be deemed complete until approved and accepted in writing
12 as complete by CITY.

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

18 3. DEVELOPER shall commence construction of PROJECT within twelve
19 (12) months after execution of this Agreement and shall complete construction of within six (6)
20 consecutive months after commencing work on PROJECT. It is expressly understood that since
21 time is of the essence in this Agreement, failure of DEVELOPER to perform the work within
22 the agreed upon time shall constitute authority for DISTRICT to perform the remaining work
23 and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In
24 which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

25 4. If DEVELOPER fails to commence construction of PROJECT within
26 twelve (12) months after execution of this Agreement, then DISTRICT reserves the right to
27 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
28 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of

1 construction as set forth in Section I.8. In the event of a change in the existing site conditions
2 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain
3 DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify
4 IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the
5 existing site conditions that materially affects PROJECT function or CITY'S ability to operate
6 and maintain CITY APPURTENANCES, CITY may require DEVELOPER to modify
7 IMPROVEMENT PLANS as deemed necessary by CITY.

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

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

25 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
26 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays,
27 unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to
28 work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall

1 make a written request for permission from DISTRICT to work the additional hours. The
2 request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested
3 additional work hours and shall state the reasons for the overtime and the specific time frames
4 required. The decision of granting permission for overtime work shall be made by DISTRICT
5 at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER
6 will be charged the cost incurred at the overtime rates for additional inspection time required in
7 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
8 any amendments thereto, of the County of Riverside.

9 7. 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 DEVELOPER'S (including its
14 officers, employees, subcontractors and agents) actual or alleged acts or omissions related to
15 this Agreement, performance under this Agreement, or failure to comply with the requirements
16 of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death;
17 (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
18 Amendment of the United States Constitution or any other law, ordinance or regulation caused
19 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
20 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

21 DEVELOPER shall defend, at its sole expense, including all costs and fees
22 (including but not limited to attorney fees, cost of investigation, defense and settlements or
23 awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special
24 districts and departments, their respective directors, officers, Board of Supervisors, elected and
25 appointed officials, employees, agents and representatives) in any claim, proceeding or action
26 for which indemnification is required.

27 With respect to any of DEVELOPER'S indemnification requirements,
28 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall

1 have the limited right to adjust, settle, or compromise any such claim, proceeding or action
2 without the prior consent of DISTRICT, County of Riverside and CITY; provided, however,
3 that any such adjustment, settlement or compromise in no manner whatsoever limits or
4 circumscribes DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside
5 or CITY.

6 Developer shall have the right to adjust, settle, or compromise any claim
7 for personal injuries or property damages where the plaintiff only receives monetary damages
8 and there is no statement or recognition of DISTRICT, County of Riverside or CITY liability
9 for said damages. DISTRICT, County of Riverside, or CITY, as respects the claims against
10 them, shall be entitled to consent to any adjustment, settlement or compromise of any claim
11 relating to liability or damage pursuant to Article I, Section 19 of the California Constitution,
12 the Fifth Amendment of the United States Constitution or any other law, ordinance or
13 regulation caused by the diversion of waters from natural drainage patterns or the discharge of
14 drainage within or from PROJECT or any adjustment, settlement or compromise involving
15 obligations by DISTRICT, County of Riverside or CITY for future maintenance, reconstruction
16 or actions by DISTRICT or CITY.

17 DEVELOPER'S indemnification obligations shall be satisfied when
18 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal
19 relieving DISTRICT, County of Riverside, or CITY from any liability for the claim, proceeding
20 or action involved.

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

24 In the event there is conflict between this section and California Civil Code
25 Section 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such
26 interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of
27 Riverside, or CITY to the fullest extent allowed by law.
28

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

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

17 10. This Agreement is to be construed in accordance with the laws of the State
18 of California.

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

21 RIVERSIDE COUNTY FLOOD CONTROL
22 AND WATER CONSERVATION DISTRICT
23 1995 Market Street
24 Riverside, CA 92501
25 Attn: Administrative Services Section

CITY OF JURUPA VALLEY
8304 Limonite Avenue, Suite "M"
Jurupa Valley, CA 92509
Attn: Roy Stephenson

26 CDCG GROUP HOLDINGS LP
27 2990 N. Litchfield Road, #104
28 Goodyear, AZ 85395
Attn: Donna Ransom

WILLIAM LYON HOMES, INC.
4695 MacArthur Court, 8th Floor
Newport Beach, CA 92660
Attn: Bryan Bergeron

12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of

1 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
2 waive all provisions of law providing for a change of venue in such proceedings to any other
3 county.

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

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

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

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

21 17. 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.
25 This Agreement may be changed or modified only upon the written consent of the parties
26 hereto.

27 //
28 //

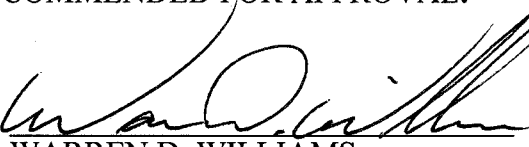
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

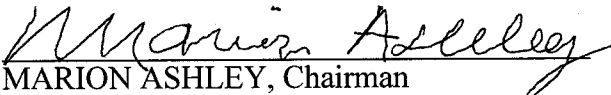
APR 08 2014

(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

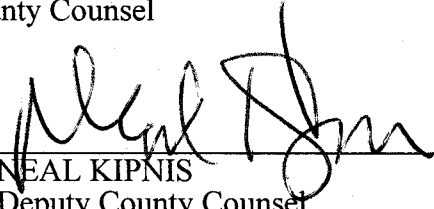
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

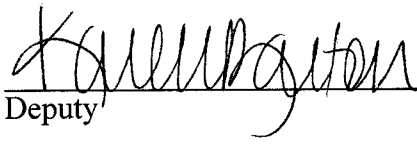
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

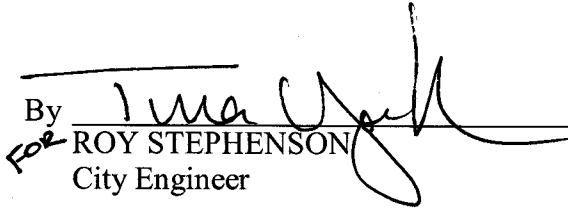
By 
NEAL KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement for
Day Creek – Horse Chestnut Street Storm Drain
Project No. 1-0-00283
Tract No. 31778-1
03/13/14
TT:LMD:bjj

RECOMMENDED FOR APPROVAL:

By 
for ROY STEPHENSON
City Engineer

CITY OF JURUPA VALLEY

By 
FRANK JOHNSTON
Mayor

APPROVED AS TO FORM:

By _____
PETER M. THORSON
City Attorney

ATTEST:

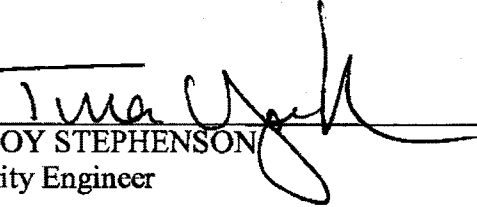
By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement for
Day Creek – Horse Chestnut Street Storm Drain
Project No. 1-0-00283
Tract No. 31778-1
3/5/14
TT:LMD:blj

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By 
for ROY STEPHENSON
City Engineer

By _____
FRANK JOHNSTON
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
PETER M. THORSON
City Attorney


By _____
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement for
Day Creek – Horse Chestnut Street Storm Drain
Project No. 1-0-00283
Tract No. 31778-1
3/5/14
TT:LMD:blj

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CDCG GROUP HOLDINGS LP
a Delaware limited partnership

By 

STEVEN S. BENSON
The Manager of CDCG Asset Management,
LLC, an Arizona limited liability company,
the Authorized Agent of CDCG Group
Holdings LP

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement for
Day Creek – Horse Chestnut Street Storm Drain
Project No. 1-0-00283
Tract No. 31778-1
03/13/14
TT:LMD:blj

Cooperative Agreement for Day Creek -
Horse Chestnut Creek Sorm Drain
(Track No. 31778-1) Project No. 1-0-00283

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 24th day of March 2013, by Steven S. Benson, the manager of CDCG Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of CDCG Group Holdings LP, a Delaware limited partnership, for and on behalf thereof.

Donna Ransom

Notary Public

9/24/16
My commission expires

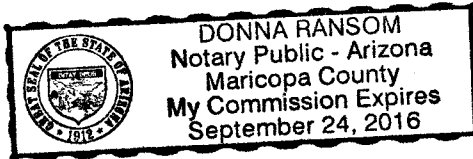


Exhibit A

LEGAL DESCRIPTION

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

PARCEL B OF LOT LINE ADJUSTMENT NO. 5407 RECORDED APRIL 21, 2011 AS INSTRUMENT NO. 2011-0177261 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA AND FURTHER DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 1 AND 3 OF PARCEL MAP 6969, AS SHOWN BY MAP ON FILE IN BOOK 24 OF PARCEL MAPS AT PAGES 25 AND 26, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA TOGETHER WITH A PORTION OF THE WEST HALF OF FRACTIONAL SECTION 17, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN BEING A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 5062, RECORDED DECEMBER 7, 2007 AS DOCUMENT NO. 2007-0734784, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF WINEVILLE AVENUE AS VACATED BY RESOLUTION NO. 2010-080 RECORDED APRIL 21, 2010 AS DOCUMENT NO. 2010-0183545, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL B OF LOT LINE ADJUSTMENT NO. 4726, RECORDED AUGUST 5, 2004 AS DOCUMENT NO. 2004-0612404, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID CORNER BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID WINEVILLE AVENUE (30.00 FEET IN HALF WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 89°44'52" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL B, A DISTANCE OF 415.91 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 00°15'08" WEST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 141.58 FEET TO AN ANGLE POINT ON THE BOUNDARY LINE OF SAID PARCEL 1 OF LOT LINE ADJUSTMENT NO. 5062;

THENCE SOUTH 89°44'52" EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 332.66 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 23°08'12" EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 117.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID BOUNDARY LINE OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 5062 THE FOLLOWING NINETEEN(19) COURSES AND DISTANCES;

1)SOUTH 13°08'29" EAST, A DISTANCE OF 66.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 438.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 13°08'29" EAST;

2)EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°02'06", AN ARC DISTANCE OF 114.94 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 262.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 28°10'35" WEST;

3)NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT,

COOPERATIVE AGREEMENT

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Tract No. 31778-1

Project No. 1-0-00283

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Exhibit A

THROUGH A CENTRAL ANGLE OF 60°24'44", AN ARC DISTANCE OF 276.25 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 918.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 32°14'09" WEST;

4)SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°35'15", AN ARC DISTANCE OF 25.43 FEET TO A POINT OF CUSP;

5)SOUTH 30°53'54" WEST, A DISTANCE OF 67.64 FEET;

6)SOUTH 14°37'32" WEST, A DISTANCE OF 132.66 FEET;

7)SOUTH 11°10'06" WEST, A DISTANCE OF 130.00 FEET;

8)SOUTH 13°02'56" WEST, A DISTANCE OF 74.26 FEET;

9)SOUTH 19°01'51" WEST, A DISTANCE OF 77.14 FEET;

10)SOUTH 25°15'31" WEST, A DISTANCE OF 77.14 FEET;

11)SOUTH 31°29'11" WEST, A DISTANCE OF 77.14 FEET;

12)SOUTH 37°42'51" WEST, A DISTANCE OF 77.14 FEET;

13)SOUTH 43°56'31" WEST, A DISTANCE OF 77.14 FEET;

14)SOUTH 51°39'18" WEST, A DISTANCE OF 77.05 FEET;

15)SOUTH 36°42'59" EAST, A DISTANCE OF 142.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 850.00 FEET, THE RADIAL LINE TO SAID CURVE BEARS SOUTH 36°42'59" EAST;

16)SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°51'57", AN ARC DISTANCE OF 12.85 FEET;

17)SOUTH 35°51'01" EAST, A DISTANCE OF 38.00 FEET;

18)SOUTH 27°50'53" EAST, A DISTANCE OF 301.97 FEET;

19)SOUTH 20°48'55" EAST, A DISTANCE OF 152.04 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 3 OF FINAL ORDER OF CONDEMNATION NO. 34003 RECORDED JUNE 17, 1942 IN BOOK 549, PAGE 57 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID LINE BEING DISTANT 40.00 FEET NORTHWESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF BELLEGRAVE AVENUE;

THENCE SOUTH 69°11'05" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 415.71 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL MAP 6969;

THENCE NORTH 00°27'03" EAST ALONG THE EASTERLY LINE OF SAID PARCEL MAP, A DISTANCE OF 16.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 3 OF SAID PARCEL MAP 6969;

THENCE SOUTH 69°11'05" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 OF SAID PARCEL MAP, A DISTANCE OF

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Exhibit A

760.55 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1;

THENCE NORTH 56°55'08" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.14 FEET TO THE SOUTHEASTERLY CORNER OF SAID PORTION OF WINEVILLE AVENUE VACATED PER RESOLUTION NO. 2010-080;

THENCE SOUTH 69°11'05" WEST ALONG THE SOUTHEASTERLY LINE OF SAID VACATED PORTION OF WINEVILLE AVENUE, A DISTANCE OF 57.78 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 17;

THENCE NORTH 00°15'08" EAST ALONG SAID WEST LINE, A DISTANCE OF 386.20 FEET TO A POINT OF CUSP WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1221.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 77°43'00" WEST;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID VACATED PORTION OF WINEVILLE AVENUE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°20'15", AN ARC DISTANCE OF 71.12 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2477.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 74°22'45" WEST;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF SAID VACATED PORTION OF WINEVILLE AVENUE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°01'44", AN ARC DISTANCE OF 44.48 FEET TO A POINT OF CUSP, SAID POINT BEING ON THE EASTERLY LINE OF SAID PARCEL 1 OF LOT LINE ADJUSTMENT NO. 5062;

THENCE NORTH 00°15'08" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 1531.33 FEET TO A POINT THEREON;

THENCE LEAVING SAID EASTERLY LINE SOUTH 89°44'52" EAST, A DISTANCE OF 226.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 972.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 81°38'05" EAST;

THENCE NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°04'04", AN ARC DISTANCE OF 18.11 FEET;

THENCE SOUTH 82°42'09" EAST, A DISTANCE OF 56.00 FEET;

THENCE SOUTH 82°47'02" EAST, A DISTANCE OF 113.40 FEET;

THENCE NORTH 11°58'34" EAST, A DISTANCE OF 20.69 FEET;

THENCE SOUTH 71°42'35" EAST, A DISTANCE OF 101.94 FEET;

THENCE SOUTH 31°34'30" EAST, A DISTANCE OF 29.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 66.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 31°34'30" WEST;

THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°57'53", AN ARC DISTANCE OF 44.88 FEET;

THENCE SOUTH 82°36'36" EAST, A DISTANCE OF 40.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 100.00 FEET;

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Tract No. 31778-1

Project No. 1-0-00283

Exhibit A

THENCE EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°17'48", AN ARC DISTANCE OF 17.97 FEET;

THENCE NORTH 87°05'36" EAST, A DISTANCE OF 114.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 372.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°14'05", AN ARC DISTANCE OF 66.45 FEET TO THE TRUE POINT OF BEGINNING.

APN: 160-060-058-8 and 160-060-060-9

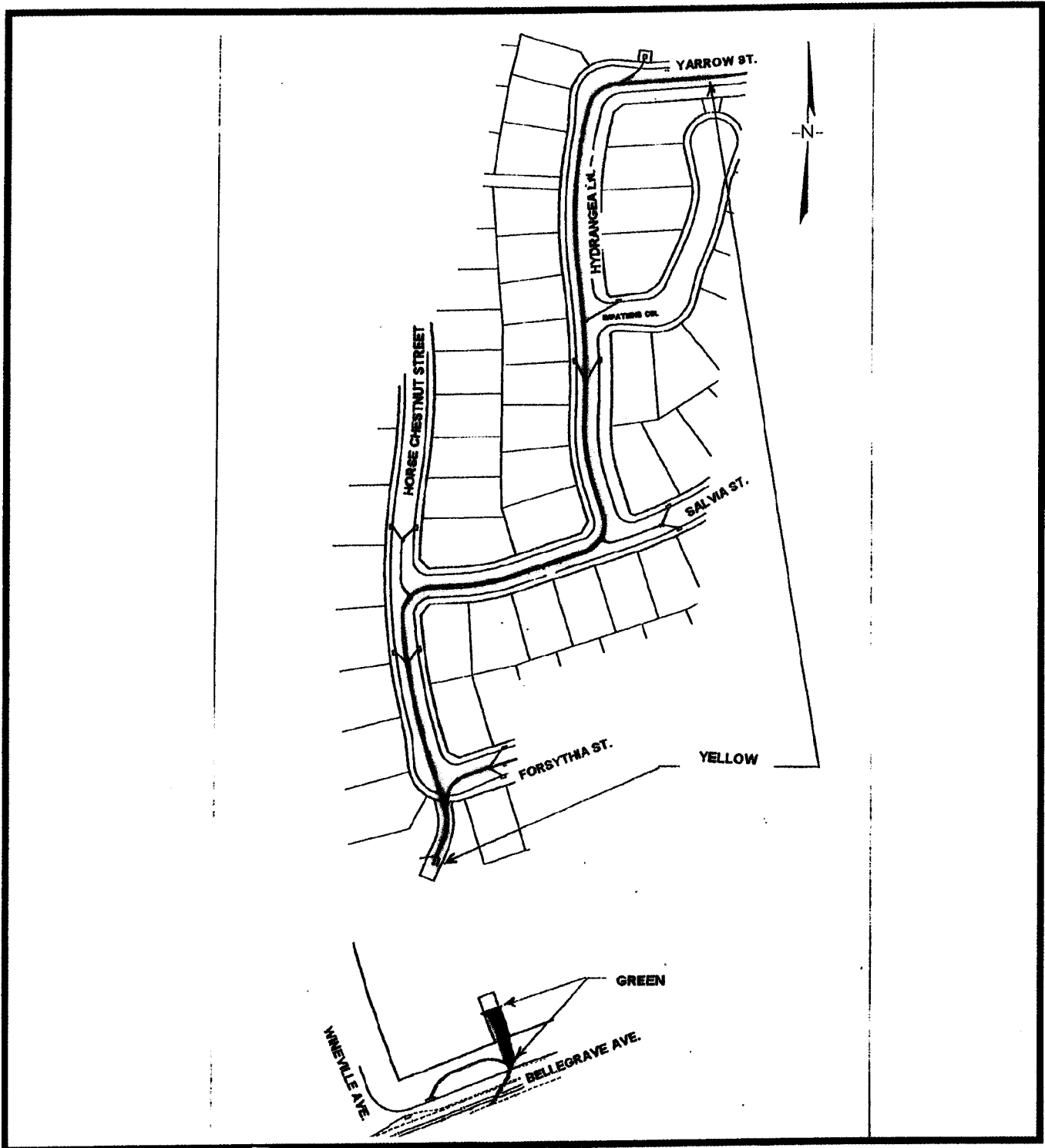
COOPERATIVE AGREEMENT

Day Creek – Horse Chestnut Street Storm Drain

Tract No. 31778-1

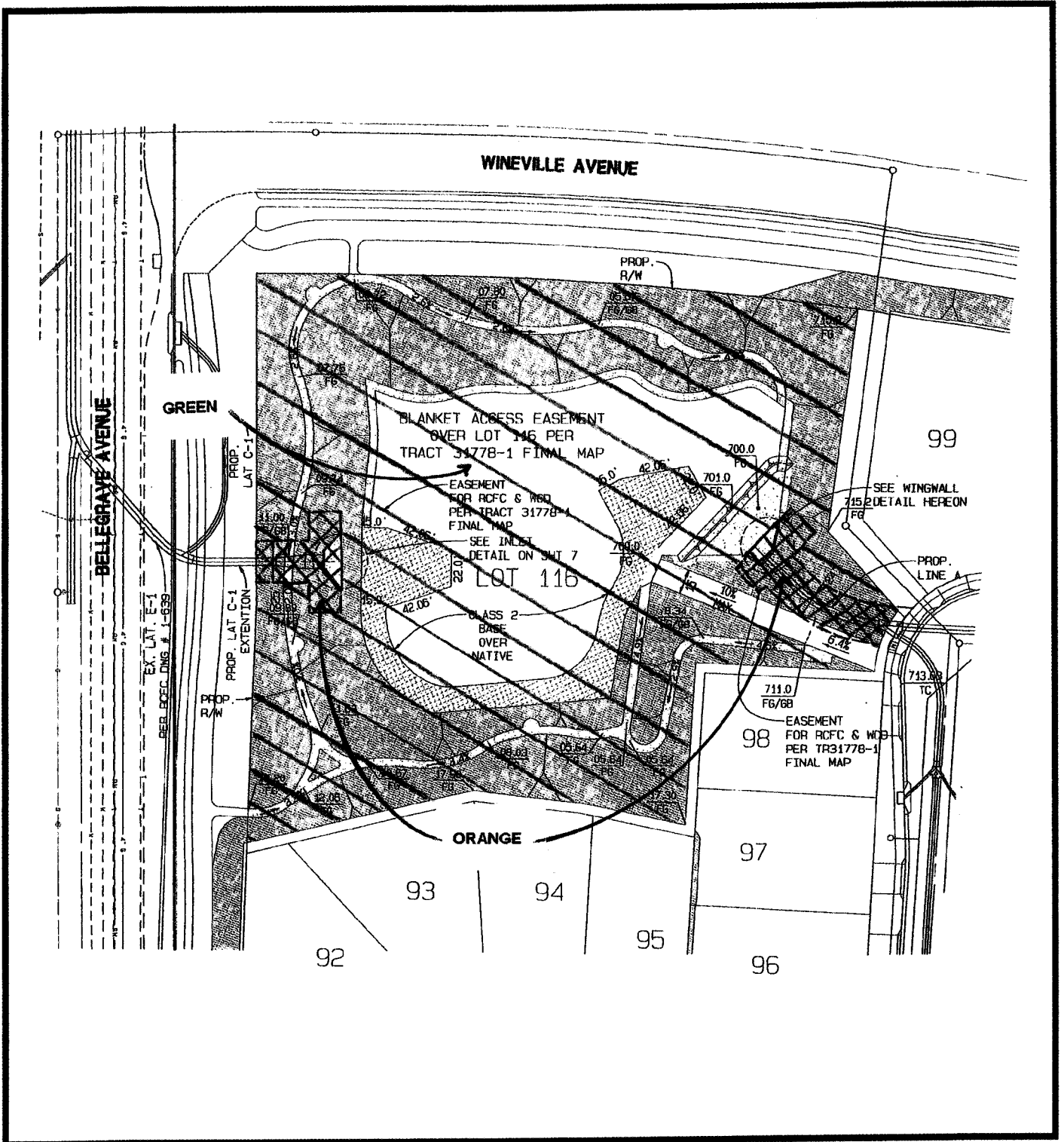
Project No. 1-0-00283

Exhibit B



COOPERATIVE AGREEMENT
Day Creek – Horse Chestnut Street Storm Drain
Tract No. 31778-1
Project No. 1-0-00283

Exhibit C



COOPERATIVE AGREEMENT

Day Creek – Horse Chestnut Street Storm Drain

Tract No. 31778-1

Project No. 1-0-00283