

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

160306



309B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 29, 2014

SUBJECT: Approve Cooperative Agreement with City of Jurupa Valley and Lennar Homes of California, Inc., for Day Creek Master Drainage Plan Lateral E-1 Stage 2, and Day Creek - Avenidas Del Ranchos Storm Drain Stage 1 (Tract No. 33461), Project Nos. 1-0-00279 & 1-0-00282; 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 Lennar Homes of California, Inc. (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 33461, 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: No	
				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 Stone, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 29, 2014
 xc: Flood

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: | District: 2nd/2nd | Agenda Number:

11-3

FORWARDED TO SUPERVISOR COUNTY CLERK DATE 5/1/14 BY: NEAL R. KIPNIS

Departmental Concurrence

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

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

FORM 11: Approve Cooperative Agreement with City of Jurupa Valley and Lennar Homes of California, Inc. for Day Creek Master Drainage Plan Lateral E-1 Stage 2, and Day Creek -- Avenidas Del Ranchos Storm Drain Stage 1 (Tract No. 33461), Project Nos. 1-0-00279 & 1-0-00282 District 2/District 2 [\$0]

DATE: April 29, 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, operation and maintenance of facilities' associated appurtenances such as catch basins, inlets, connector pipes, and various laterals that are 36 inches or less in diameter and are located within its rights of way.

County Counsel has approved the Agreement as to legal form, and the City and the 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

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:bad

P8/160306

COOPERATIVE AGREEMENT

Day Creek Master Drainage Plan Lateral E-1 Stage 2,
Day Creek – Avenidas Del Ranchos Storm Drain Stage 1
Tract No. 33461
Project Nos. 1-0-00279 & 1-0-00282

The Riverside County Flood Control and Water Conservation District,
hereinafter called "DISTRICT", the City of Jurupa Valley, hereinafter called "CITY", and
Lennar Homes of California, Inc., a California corporation, hereinafter called "DEVELOPER",
hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 33461, located within
the City of Jurupa Valley. As a condition of approval for Tract No. 33461, DEVELOPER must
construct certain flood control facilities in order to provide flood protection and drainage
improvements for DEVELOPER'S planned development; and

B. Legal descriptions of Tract No. 33461 are provided in Exhibit "A" attached
hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No.
1-0716, include construction of: (i) approximately 500 lineal feet of underground storm drain
and its associated outlet structure located primarily within street right of way, hereinafter called
"AVENIDAS DEL RANCHOS STORM DRAIN", as shown in concept in red on Exhibit "B"
attached hereto and made a part hereof; and (ii) approximately 1,500 lineal feet of underground
storm drain and associated inlet, hereinafter called "DAY CREEK MDP LATERAL E-1
STAGE 2", as shown in concept in blue on Exhibit "B". Together, AVENIDAS DEL
RANCHOS STORM DRAIN and DAY CREEK MDP LATERAL E-1 STAGE 2 are
hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

APR 29 2014 11-3

1 D. At its downstream terminus, DAY CREEK MDP LATERAL E-1 STAGE 2
2 will connect to DISTRICT'S existing Day Creek Master Drainage Plan Lateral E-1A Stage 1
3 (District As-built Drawing No. 1-0639), as shown on District Drawing No. 1-0716 (Sheet No.
4 3); and

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

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

11 G. DEVELOPER and CITY desire DISTRICT to accept ownership and
12 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
13 Therefore, DISTRICT must review and approve PROJECT plans and specifications and
14 subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; 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 PROJECT plans and specifications and subsequently inspect the
18 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.
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1 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
 2 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
 3 DISTRICT to cover DISTRICT'S costs associated with: (i) the review of IMPROVEMENT
 4 PLANS; (ii) review and approval of right of way and conveyance documents; and (iii) the
 5 processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY,
 6 within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as
 7 are deemed reasonably necessary by CITY to cover CITY'S costs associated with: (i) the review
 8 of IMPROVEMENT PLANS; ii) the review and approval of right of way and conveyance
 9 documents; and iii) the processing and administration of this Agreement.
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11 3. Deposit with DISTRICT (Attention: Business Office - Accounts
 12 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT
 13 DRAINAGE FACILITIES construction as set forth in Section I.8. herein, the estimated cost of
 14 providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as
 15 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the
 16 County of Riverside, including any amendments thereto, based upon the bonded value of
 17 DISTRICT DRAINAGE FACILITIES. Additionally, DEVELOPER shall deposit with CITY,
 18 at the time of providing written notice to DISTRICT of the start of PROJECT construction as
 19 set forth in Section I.8. herein, the estimated cost of providing construction inspection in an
 20 amount as determined and approved by CITY in accordance with Ordinance Nos. 671 and 749
 21 of the County of Riverside, including any amendments thereto, as adopted by CITY pursuant to
 22 Chapter 1.35 of the Jurupa Valley Municipal Code and based upon the bonded value of CITY
 23 APPURTENANCES.
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25 4. [THIS SECTION IS INTENTIONALLY LEFT BLANK.]
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1 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
2 permits and rights of entry as may be needed for the construction, inspection, operation and
3 maintenance of DISTRICT DRAINAGE FACILITIES and CITY APPURTENANCES.
4 DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to
5 DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20)
6 days prior to recordation of the final map for Tract No. 33461 or any phase thereof, whichever
7 occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses,
8 agreements, permits and rights of entry, as determined and approved by DISTRICT and/or
9 CITY, as appropriate.
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11 6. Furnish DISTRICT and CITY with copies of all permits, approvals or
12 agreements required by any federal, state or local resource and/or regulatory agency for the
13 construction, operation and maintenance of PROJECT. Such documents include but are not
14 limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality
15 Control Board, California State Department of Fish and Wildlife and State Water Resources
16 Control Board.
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18 7. Provide CITY, at the time of providing written notice to DISTRICT of the
19 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
20 recordation of the final map for Tract No. 33461 or any phase thereof, whichever occurs first,
21 with faithful performance and payment bonds, each in the amount of one hundred percent
22 (100%) of the estimated cost for construction of: (a) DISTRICT DRAINAGE FACILITIES as
23 determined by DISTRICT; and (b) CITY APPURTENANCES as determined by CITY. The
24 surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY.
25 The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES and
26 CITY APPURTENANCES are accepted by DISTRICT and CITY, respectively, as complete; at
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1 which time the bond amounts may be reduced to ten percent (10%) for a period of one year to
2 guarantee against any defective work, labor or materials.

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

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

12 10. Obtain and provide DISTRICT, at the time of providing written notice to
13 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
14 twenty (20) days prior to the recordation of the final map for Tract No. 33461 or any phase
15 thereof, whichever occurs first, with duly executed Irrevocable Offer(s) of Dedication to the
16 public for flood control and drainage purposes, including ingress and egress, for the rights of
17 way deemed necessary by DISTRICT for the construction, inspection, operation and
18 maintenance of DISTRICT DRAINAGE FACILITIES, as shown in concept in yellow and in
19 green on Exhibit "B". The Irrevocable Offer(s) of Dedication shall be in a form approved by
20 DISTRICT and shall be executed by all legal and equitable owners of the property described in
21 the offer(s).

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

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

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

14. Furnish DISTRICT with final mylar plans for DISTRICT DRAINAGE FACILITIES and assign their ownership to DISTRICT prior to the start of DISTRICT DRAINAGE FACILITIES construction.

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

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

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

7 18. During the PROJECT construction period, provide Workers' Compensation
8 Insurance in an amount required by law. A certificate of said insurance policy shall be provided
9 to DISTRICT and CITY at the time of providing written notice pursuant to Section I.8.
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11 19. Commencing on the date notice is given pursuant to Section I.8. and
12 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for ownership,
13 operation and maintenance and CITY accepts CITY APPURTENANCES for ownership,
14 operation and maintenance:

- 15 (a) Provide and maintain or cause its contractor(s) to provide and
16 maintain comprehensive liability insurance coverage which shall
17 protect DEVELOPER from claims from damages for personal injury,
18 including accidental and wrongful death, as well as from claims for
19 property damage which may arise from DEVELOPER'S construction
20 of PROJECT or the performance of its obligations hereunder,
21 whether such construction or performance be by DEVELOPER, by
22 any of its contractors, subcontractors, or by anyone employed
23 directly or indirectly by any of them. Such insurance shall name
24 DISTRICT, County of Riverside and CITY as additional insureds
25 with respect to this Agreement and the obligations of DEVELOPER
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1 hereunder. Such insurance shall provide for limits of not less than
2 two million dollars (\$2,000,000) per occurrence.

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

20 Failure to maintain the insurance required by this paragraph shall be
21 deemed a material breach of this Agreement and shall authorize and
22 constitute authority for DISTRICT, at its sole discretion, to provide
23 written notice to DEVELOPER that DISTRICT is unable to perform
24 its obligations hereunder, nor to accept responsibility for ownership,
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operation and maintenance of DISTRICT DRAINAGE FACILITIES

due, either in whole or in part, to said breach of this Agreement.

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

6 21. Within two (2) weeks of completing PROJECT construction, provide
7 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that
8 PROJECT construction is substantially complete and request that DISTRICT conduct a final
9 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
10 CITY APPURTENANCES.
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12 22. Upon completion of PROJECT construction, and upon acceptance by CITY
13 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
14 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE
15 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to
16 DISTRICT: (i) flood control easement(s), including ingress and egress, in a form approved by
17 DISTRICT, for the rights of way as shown in concept cross-hatched in orange on Exhibit "C"
18 attached hereto and made a part hereof; and (ii) an access easement, including ingress and
19 egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-
20 hatched in green on Exhibit "C".
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22 23. At the time of recordation of the conveyance document(s) as set forth in
23 Sections I.22.(i) and I.22.(ii), furnish DISTRICT with policies of title insurance, each in the
24 amount of not less than fifty percent (50%) of the estimated fee value, as determined by
25 DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S
26 interest in said property as being free and clear of all liens, encumbrances, assessments,
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1 easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion
2 of DISTRICT, are deemed acceptable.

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

4 25. Accept ownership and sole responsibility for the operation and maintenance
5 of PROJECT until such time as: (i) DISTRICT accepts ownership and responsibility for
6 operation and maintenance of DISTRICT DRAINAGE FACILITIES; and (ii) CITY accepts
7 ownership and responsibility for operation and maintenance of CITY APPURTENANCES.

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

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

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

SECTION II

DISTRICT shall:

1. Review and approve, as appropriate, IMPROVEMENT PLANS prior to the start of DISTRICT DRAINAGE FACILITIES construction.

2. Provide CITY an opportunity to review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT'S final approval.

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

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

5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

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

1 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
2 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

3 8. Accept ownership and sole responsibility for the operation and maintenance
4 of DISTRICT DRAINAGE FACILITIES upon: (i) DISTRICT inspection of DISTRICT
5 DRAINAGE FACILITIES in accordance with Section I.21; (ii) DISTRICT acceptance of
6 DISTRICT DRAINAGE FACILITIES construction as being complete; (iii) recordation of all
7 conveyance documents described in Section I.22; (iv) DISTRICT receipt of stamped and signed
8 "record drawings" of engineering plans for DISTRICT DRAINAGE FACILITIES as set forth in
9 Section I.27; (v) recordation of all conveyance documents described in Section I.22.; (vi)
10 acceptance by CITY of all necessary street rights of way as deemed necessary by DISTRICT
11 and CITY for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; (vii)
12 CITY acceptance of CITY APPURTENANCES for ownership, operation and maintenance; and
13 (viii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a
14 satisfactorily maintained condition.

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16 9. Provide CITY with a reproducible duplicate copy of "record drawings" of
17 DISTRICT DRAINAGE FACILITIES plans upon DISTRICT acceptance of DISTRICT
18 DRAINAGE FACILITIES as being complete.

20 SECTION III

21 CITY shall:

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

24 2. Accept CITY and DISTRICT approved faithful performance and payment
25 bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided
26 herein.
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1 3. Consent, by execution of this Agreement, to the recording of any
2 Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

3 4. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication
4 as set forth herein, and any other outstanding offers of dedication necessary for the construction,
5 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey
6 sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain
7 DISTRICT DRAINAGE FACILITIES.

8 5. Grant DISTRICT, by execution of this Agreement, the right to construct,
9 inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way
10 as set forth herein.

11 6. Inspect PROJECT construction.

12 7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as
13 being complete, accept ownership and sole responsibility for the operation and maintenance of
14 CITY APPURTENANCES.

15 8. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as
16 being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings
17 and covers located within CITY rights of way which must be performed at such time(s) that the
18 finished grade along and above the underground portions of DISTRICT DRAINAGE
19 FACILITIES are improved, repaired, replaced or changed. It being further understood and
20 agreed that any such adjustments shall be performed at no cost to DISTRICT.

21 9. Not grant any occupancy permits for any units within any portion of Tract
22 No. 33461, until construction of PROJECT is complete, unless otherwise approved in writing by
23 DISTRICT.
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SECTION IV

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2 It is further mutually agreed:

3 1. All work involved with DISTRICT DRAINAGE FACILITIES shall be
4 inspected by DISTRICT and shall not be deemed complete until approved and accepted in
5 writing as complete by DISTRICT. All work involved with CITY APPURTENANCES shall be
6 inspected by CITY and shall not be deemed complete until approved and accepted in writing as
7 complete by CITY.

8 2. CITY and DEVELOPER personnel may observe and inspect all work being
9 done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to DISTRICT
10 personnel who shall be solely responsible for all quality control communications with
11 DEVELOPER'S contractor(s) during the construction of DISTRICT DRAINAGE FACILITIES.
12

13 3. DEVELOPER shall commence construction of PROJECT within twelve
14 (12) months after execution of this Agreement and shall complete construction of DISTRICT
15 DRAINAGE FACILITIES within 90 consecutive calendar days after commencing work on
16 PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure
17 of DEVELOPER to perform the work within the agreed upon time shall constitute authority for
18 DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY
19 the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse
20 DISTRICT for DISTRICT costs incurred.
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22 4. If DEVELOPER fails to commence construction of PROJECT within
23 twelve (12) months after execution of this Agreement, then DISTRICT reserves the right to
24 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
25 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of
26 construction as set forth in Section I.8. In the event of a change in the existing site conditions
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1 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain
2 DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify
3 IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the
4 existing site conditions that materially affects PROJECT function or CITY'S ability to operate
5 and maintain CITY APPURTENANCES, CITY may require DEVELOPER to modify
6 IMPROVEMENT PLANS as deemed necessary by CITY.

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

12 In the event DEVELOPER wishes to expedite issuance of a Notice to
13 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
14 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
15 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
16 approval. DISTRICT shall review the individual's qualifications and experience and, upon
17 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be
18 authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES
19 construction and quality control matters. If DEVELOPER'S initial construction inspection
20 deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT
21 shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection
22 deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR;
23 however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.
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1 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
2 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
3 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
4 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
5 written request for permission from DISTRICT to work the additional hours. The request shall
6 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
7 work hours and shall state the reasons for the overtime and the specific time frames required.
8 The decision of granting permission for overtime work shall be made by DISTRICT at its sole
9 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
10 charged the cost incurred at the overtime rates for additional inspection time required in
11 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
12 any amendments thereto, of the County of Riverside.

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

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

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

15 Developer shall have the right to adjust, settle, or compromise any claim for
16 personal injuries or property damages where the plaintiff only receives monetary damages and
17 there is no statement or recognition of DISTRICT, County of Riverside or CITY liability for
18 said damages. DISTRICT, County of Riverside, or CITY, as respects the claims against them,
19 shall be entitled to consent to any adjustment, settlement or compromise of any claim relating to
20 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
21 Amendment of the United States Constitution or any other law, ordinance or regulation caused
22 by the diversion of waters from natural drainage patterns or the discharge of drainage within or
23 from PROJECT or any adjustment, settlement or compromise involving obligations by the
24 DISTRICT, County of Riverside or CITY for future maintenance, reconstruction or actions by
25 the DISTRICT or CITY.
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DEVELOPER'S indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, County of Riverside, or CITY from any liability for the claim, proceeding or action involved.

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

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

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

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

maintained condition as solely determined by CITY. If, in the sole discretion of CITY, CITY APPURTENANCES are not in an acceptable condition, corrections will be made at the sole expense of DEVELOPER.

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

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

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

CITY OF JURUPA VALLEY
8304 Limonite Ave. Suite M
Jurupa Valley, CA 92509
Attn: Jim Smith

LENNAR HOMES OF CALIFORNIA, INC.
980 Montecito Dr., Suite 302
Corona, CA 92879
Attn: Jeffrey T. Clemens

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

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

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

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

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

11 17. This Agreement is intended by the parties hereto as a final expression of
12 their understanding with respect to the subject matter hereof and as a complete and exclusive
13 statement of the terms and conditions thereof and supersedes any and all prior and
14 contemporaneous agreements and understandings, oral or written, in connection therewith. This
15 Agreement may be changed or modified only upon the written consent of the parties hereto.

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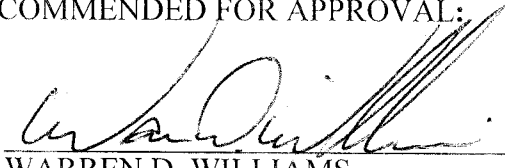
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

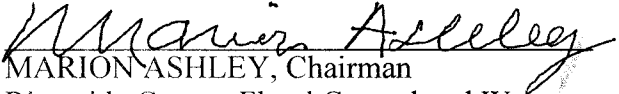
APR 29 2014

(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

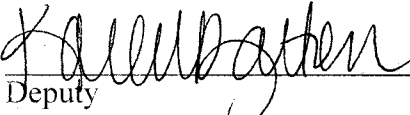
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

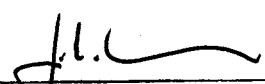
By 
Deputy

(SEAL)

Cooperative Agreement for
Day Creek MDP Lateral E-1, Stage 2
Day Creek – Avenidas Del Ranchos Storm Drain, Stage 1 (TR 33461)
Project Nos. 1-0-00279, 1-0-00282
04/07/14
TT:LMD:bad

1 RECOMMENDED FOR APPROVAL:


CITY OF JURUPA VALLEY

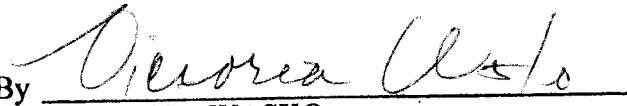
2
3 By 
4 JIM SMITH
City Engineer

By 
FRANK JOHNSTON
Mayor

6
7 APPROVED AS TO FORM:

ATTEST:

8
9 By 
10 PETER M. THORSON
City Attorney

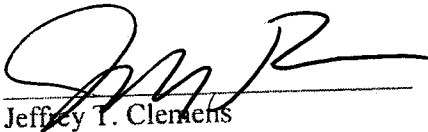
By 
VICTORIA WASKO
City Clerk

11 (SEAL)

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Cooperative Agreement for
Day Creek MDP Lateral E-1, Stage 2
Day Creek - Avenidas Del Ranchos Storm Drain, Stage 1 (TR 33461)
Project Nos. 1-0-00279, 1-0-00282
04/07/14
TT/LMD:bad

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By: 
Jeffrey T. Clemens
Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

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Cooperative Agreement for
Day Creek MDP Lateral E-1, Stage 2
Day Creek – Avenidas Del Ranchos Storm Drain, Stage 1 (TR 33461)
Project Nos. 1-0-00279, 1-0-00282
04/07/14
TT/LMD:bad

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On **April 14, 2014**, before me, **Christine A. Peters, a Notary Public**, personally appeared **Jeffrey T. Clemens**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 *Christine A. Peters* (Seal)

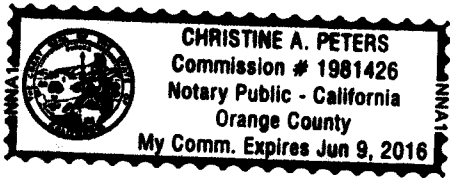


Exhibit A

LEGAL DESCRIPTION

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

PARCEL B AS SHOWN ON LOT LINE ADJUSTMENT NO. 3691, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 13, 1993 AS INSTRUMENT NO. 401013 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF FRACTIONAL SECTION 17, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT "B" (BELLEGRAVE AVENUE) OF PARCEL MAP 6969, AS SHOWN BY MAP ON FILE IN BOOK 24, PAGES 25 AND 26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 01° 10' 56" EAST ALONG THE EAST LINE OF SAID PARCEL MAP 6969, DISTANCE OF 3519.20 FEET TO THE NORTHEAST CORNER THEREOF, SAID CORNER BEING IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 20.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GALENA STREET (40.00 FEET IN WIDTH) AS SHOWN ON SAID PARCEL MAP 6969;

THENCE SOUTH 88° 18' 08" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 932.60 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01° 41' 52" WEST, A DISTANCE OF 3158.99 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID BELLEGRAVE AVENUE;

THENCE NORTH 69° 54' 47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1040.47 FEET TO A POINT IN THE CENTERLINE OF SAID FRACTIONAL SECTION 17;

THENCE NORTH 01° 00' 46" EAST ALONG SAID CENTERLINE, A DISTANCE OF 2773.05 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 20.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF GALENA STREET (40.00 FEET IN WIDTH);

THENCE NORTH 88° 18' 08" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 933.01 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA, OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITH THE RIGHT OF DEVELOPMENT, PRODUCTION, AND REMOVAL BY SLANT DRILLING AND OTHER METHODS NOT REQUIRING THE USE OF THE SURFACE OF SAID LAND AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED EXECUTED BY WESTERN FARM CREDIT BANK BY DEED RECORDED OCTOBER 13, 1993 AS INSTRUMENT NO. 401011, OFFICIAL RECORDS.

APN: 160-060-041-2

COOPERATIVE AGREEMENT

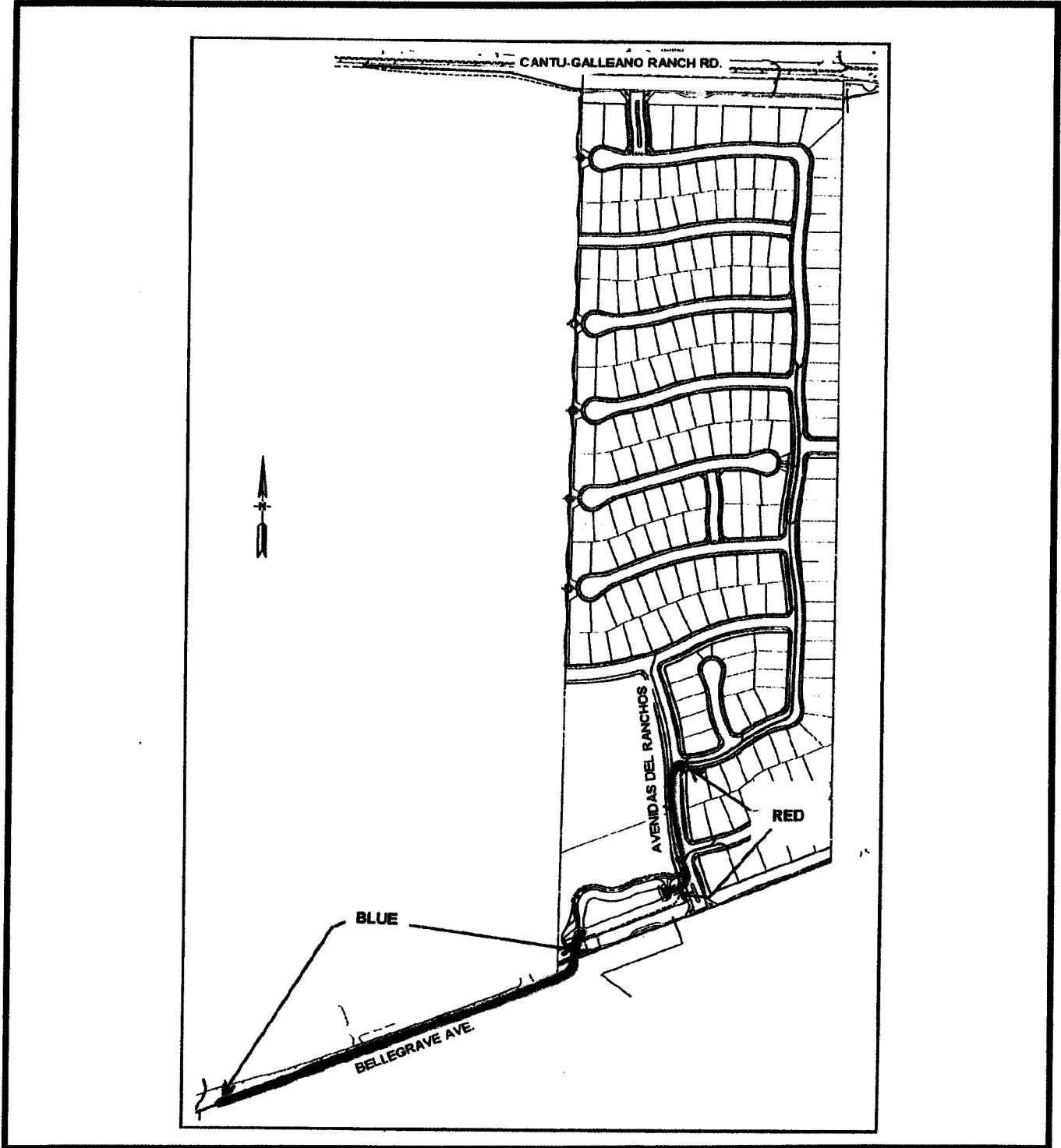
Day Creek MDP Lateral E-1 Stage 2,
Day Creek – Avenidas Del Ranchos Storm Drain Stage 1

TR 33461

Project No. 1-0-00279 & 1-0-00282

Page 1 of 1

Exhibit B



COOPERATIVE AGREEMENT

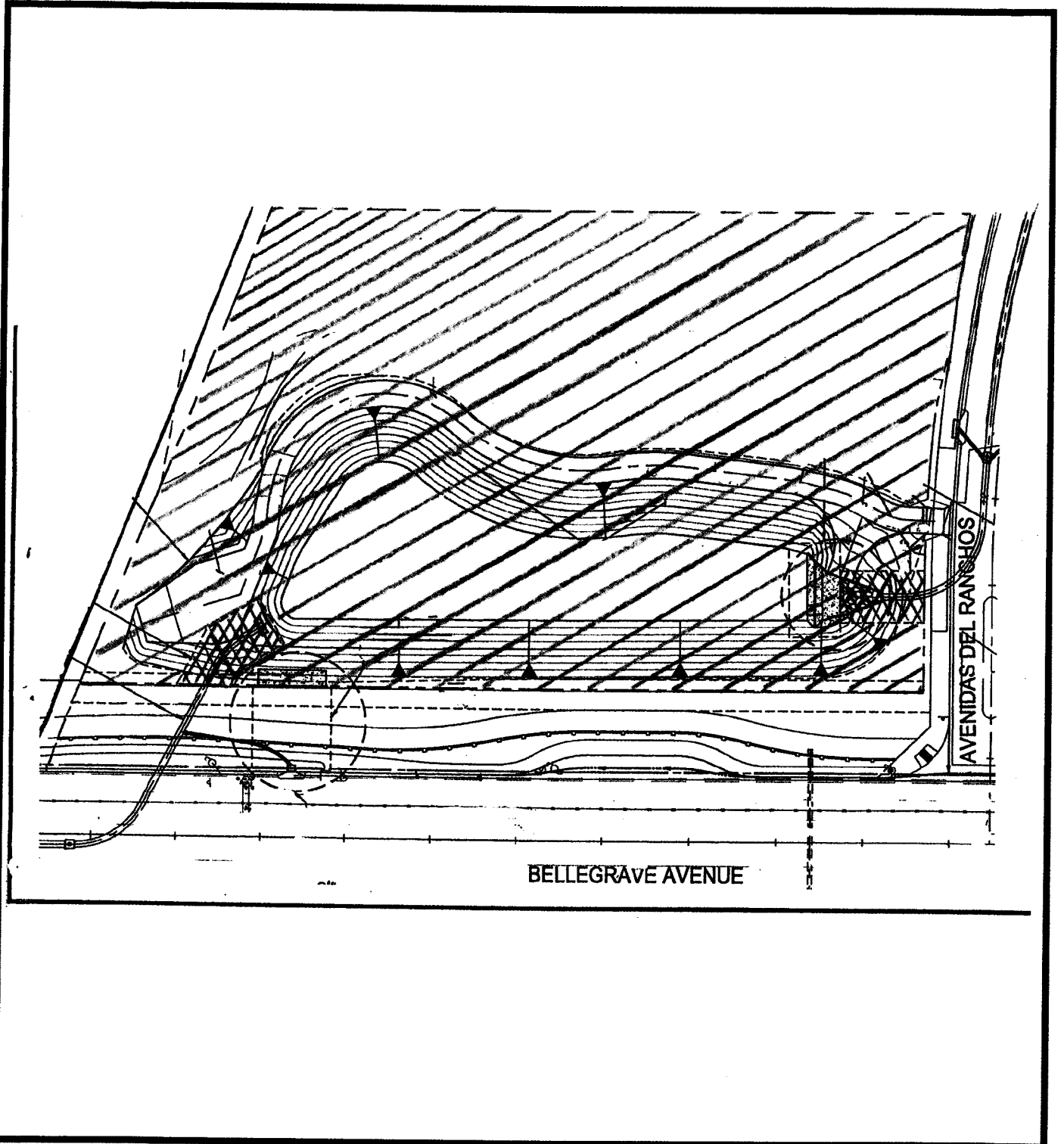
Day Creek MDP Lateral E-1 Stage 2,
Day Creek – Avenidas Del Ranchos Storm Drain Stage 1

TR 33461

Project No. 1-0-00279 & 1-0-00282

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Exhibit C



COOPERATIVE AGREEMENT
Day Creek MDP Lateral E-1 Stage 2,
Day Creek – Avenidas Del Ranchos Storm Drain Stage 1
TR 33461
Project Nos. 1-0-00279 & 1-0-00282
Page 1 of 1