

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



713B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

April 28, 2015

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Wildomar (City) and Rancho Fortunado Inv., LLC (Developer); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 25122, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

LMD:blm:rlp  
P8/166235

*Warren D. Williams*  
\_\_\_\_\_  
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

County Executive Office Signature

BY: *Steven C. Horn*  
Steven C. Horn

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: Benoit  
Date: April 28, 2015  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: 1<sup>st</sup>

Agenda Number:

**11-4**

FORM APPROVED COUNTY COUNSEL  
BY: *GREGORY P. PRIAMOS* DATE: 3/2/15  
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:** Approval of Cooperative Agreement for Wildomar Master Drainage Plan Channel Stage 7,  
Wildomar Master Drainage Plan Lateral E (Tract No. 25122), Project Nos. 7-0-00070,  
7-0-00077, 1st District [\$0]

**DATE:** April 28, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

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

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

**Impact on Residents and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

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

**ATTACHMENTS:**

1. Cooperative Agreement

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

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

10 RECITALS

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

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

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

21 D. The required flood control facilities and drainage improvements, all as  
22 shown on District Drawing No. 7-0425, include:  
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- i) Portions of four (4) small underground storm drains and associated outlet structures, hereinafter called "SMALL STORM DRAINS". Included among SMALL STORM DRAINS are:
  - (a) a segment of approximately 15 lineal feet of 18-inch reinforced concrete pipe and associated outlet structure, hereinafter called "CONNECTOR PIPE – LINE B", as shown in concept in purple on Exhibit "B" attached hereto and made a part hereof,
  - (b) a segment of approximately 45 lineal feet of 36-inch reinforced concrete pipe identified as "LINE D" and shown in concept in yellow on Exhibit "B",
  - (c) a segment of approximately 35 lineal feet of 36-inch reinforced concrete pipe identified as "LINE E" and shown in concept in green on Exhibit "B",
  - (d) a segment of approximately 65 lineal feet of 36-inch reinforced concrete pipe identified as "LINE I" and shown in concept in orange on Exhibit "B";
- ii) Approximately 3,000 lineal feet of channel widening of EXISTING WILDOMAR CHANNEL and associated 15-foot wide maintenance access road with turnaround, hereinafter called "STAGE 7", as shown in concept in blue on Exhibit "B"; and
- iii) One (1) side emergency spillway structure and three (3) concrete drainage aprons, hereinafter called "STAGE 7 APPURTENANCES", as shown in concept in red on Exhibit "B".

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

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

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

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

21 H. At its downstream terminus, STAGE 7 will connect to EXISTING  
22 WILDOMAR CHANNEL and its new north embankment. This new embankment, hereinafter  
23 called "TRACT NO. 32078 ONSITE EMBANKMENT", will be constructed in conjunction  
24 with Tract No. 32078 pursuant to a separate Cooperative Agreement between DISTRICT, CITY  
25 and DEVELOPER. Said Cooperative Agreement is hereinafter called "MURRIETA VALLEY  
26 – GREYHAWK ROAD STORM DRAIN STAGE 2 AGREEMENT"; and  
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1 I. DEVELOPER and CITY desire DISTRICT to accept ownership and  
2 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.  
3 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for  
4 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;  
5 and  
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7 J. DEVELOPER and DISTRICT desire CITY to accept ownership and  
8 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY  
9 must review and approve DEVELOPER'S plans and specifications for PROJECT and  
10 subsequently inspect the construction of APPURTENANCES; and  
11

12 K. DISTRICT is willing to (i) review and approve DEVELOPER's plans and  
13 specifications for DISTRICT DRAINAGE FACILITIES, (ii) inspect the construction of  
14 DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the  
15 operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER  
16 (i) complies with this Cooperative Agreement, (ii) pays DISTRICT the amount specified herein  
17 to cover DISTRICT'S plan review and construction inspection costs, (iii) pays DISTRICT the  
18 amount specified herein to cover DISTRICT'S estimated cost to operate and maintain  
19 DISTRICT DRAINAGE FACILITIES for a period of ten (10) years commencing upon  
20 DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership,  
21 operation and maintenance, (iv) constructs PROJECT in accordance with DISTRICT and CITY  
22 approved plans and specifications, (v) obtains and conveys to DISTRICT the necessary rights of  
23 way for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth  
24 herein, (vi) accepts ownership and responsibility for the operation and maintenance of  
25 PROJECT following completion of PROJECT construction until such time as DISTRICT  
26 accepts ownership and responsibility for the operation and maintenance of TRACT NO. 32078  
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1 ONSITE EMBANKMENT pursuant to the terms and conditions as set forth in the MURRIETA  
2 VALLEY – GREYHAWK ROAD STORM DRAIN STAGE 2 AGREEMENT; and

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

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

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

17 SECTION I

18 DEVELOPER shall:

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

23 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
24 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by  
25 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT  
26 PLANS, review and approval of rights of way and conveyance documents, and with the  
27 processing and administration of this Cooperative Agreement.  
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1           3. Deposit with DISTRICT (Attention: Business Office – Accounts  
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
3 construction as set forth in Section I.8. herein, the estimated cost of providing construction  
4 inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved  
5 by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,  
6 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE  
7 FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to  
8 exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as  
9 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE  
10 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.  
11

12           4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-  
13 time cash sum of sixty-nine thousand dollars (\$69,000), the amount agreed upon to cover  
14 DISTRICT'S estimated cost to operate and maintain DISTRICT DRAINAGE FACILITIES for  
15 a period of ten (10) years (Zone 7 - Maintenance Trust Fund) commencing upon DISTRICT'S  
16 acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership, operation and  
17 maintenance.  
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19           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
20 permits and rights of entry as may be needed for the construction, inspection, operation and  
21 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPER shall furnish  
22 DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as  
23 set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map  
24 for Tract No. 25122 or any phase thereof, whichever occurs first, with sufficient evidence of  
25 DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry,  
26 as determined and approved by DISTRICT.  
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1           6.    Furnish DISTRICT with copies of all permits, approvals or agreements  
2 required by any federal, state or local resource and/or regulatory agency for the construction,  
3 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include  
4 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional  
5 Water Quality Control Board, California State Department of Fish and Wildlife, State Water  
6 Resources Control Board, and Western Riverside County Regional Conservation Authority.  
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8           7.    Provide CITY, at the time of providing written notice to DISTRICT of the  
9 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to  
10 recordation of the final map for Tract No. 25122 or any phase thereof, whichever occurs first,  
11 with faithful performance and payment bonds, each in the amount of one hundred percent  
12 (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as  
13 determined by DISTRICT. The surety, amount and form of the bonds, shall be subject to  
14 approval of DISTRICT and CITY. The bonds shall remain in full force and effect until  
15 DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time  
16 the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee  
17 against any defective work, labor or materials.  
18

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

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

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

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

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

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

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

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

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

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

21 19. Commencing on the date notice is given pursuant to Section I.8., and  
22 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES and CITY accepts  
23 APPURTENANCES for ownership, operation and maintenance:  
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(a) Provide and maintain or cause its contractor(s) to provide and maintain comprehensive liability insurance coverage which shall protect DEVELOPER from claims from damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from DEVELOPER'S construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by DEVELOPER, by any of its contractors, subcontractors, or by anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT, the County of Riverside and CITY as additional insureds with respect to this Cooperative Agreement and the obligations of DEVELOPER hereunder. Such insurance shall provide for limits of not less than two million dollars (\$2,000,000) per occurrence.

(b) Cause its insurance carrier(s) or its contractor's insurance carrier(s), who shall be authorized by the California Department of Insurance to transact the business of insurance in the State of California, to 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 certificate(s) of insurance and applicable policy endorsements showing that such insurance is in full force and effect and that DISTRICT, the County of Riverside and CITY are named as additional insureds with respect to this Cooperative Agreement and the obligations of DEVELOPER hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT, the County

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

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

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

16 21. Within two (2) weeks of completing PROJECT construction, provide  
17 DISTRICT and CITY with written notice (Attention: Development Review Section) that  
18 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final  
19 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of  
20 PROJECT.  
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22 22. Upon completion of PROJECT construction, and upon acceptance by CITY  
23 of all rights of way deemed necessary by DISTRICT and CITY for the operation and  
24 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE  
25 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to  
26 DISTRICT (i) the flood control easement(s) including ingress and egress, in a form approved by  
27 DISTRICT, to the rights of way as shown in concept cross-hatched in pink on Exhibit "C", and  
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1 (ii) fee simple title, in a form approved by DISTRICT, to the rights of way as shown in concept  
2 in solid pink on Exhibit "C".

3           23. At the time of recordation of the conveyance document(s), as set forth in  
4 Section I.22.(i), furnish DISTRICT with policies of title insurance, each in the amount of not  
5 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
6 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said  
7 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
8 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are  
9 deemed acceptable.  
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11           24. At the time of recordation of the conveyance document(s), as set forth in  
12 Section I.22.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not  
13 less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT,  
14 for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said  
15 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
16 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are  
17 deemed acceptable.  
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19           25. Accept ownership and sole responsibility for the operation and maintenance  
20 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
21 and maintenance of TRACT NO. 32078 ONSITE EMBANKMENT and DISTRICT  
22 DRAINAGE FACILITIES, CITY accepts ownership and responsibility for operation and  
23 maintenance of APPURTENANCES, and the Home Owners' Association for Tract No. 25122  
24 accepts ownership and responsibility for operation and maintenance of DEVELOPER  
25 DRAINAGE FACILITIES. Further, it is mutually understood by the parties hereto that prior to  
26 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of  
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1 DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a  
2 satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the  
3 inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are  
4 not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.  
5

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

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

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

26 DISTRICT shall:  
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1           1. Review and approve IMPROVEMENT PLANS prior to the start of  
2 PROJECT construction.

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

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

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

10           5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

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

20           8. Accept ownership and sole responsibility for the operation and maintenance  
21 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT  
22 DRAINAGE FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of  
23 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed  
24 "record drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all  
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conveyance documents described in Section I.22., (v) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance, (vi) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition, (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system, and (viii) DISTRICT acceptance of TRACT NO. 32078 ONSITE EMBANKMENT for ownership, operation and maintenance.

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

SECTION III

CITY shall:

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

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

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

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey

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

3 6. [THIS SECTION INTENTIONALLY LEFT BLANK.]

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

8 SECTION IV

9 It is further mutually agreed:

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

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

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

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

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

15  
16           6. DEVELOPER and DISTRICT, knowingly and voluntarily, waive the  
17 provisions of Government Code Section 65913.8 relating to fees and charges. Such waiver is  
18 accomplished with the understanding that DISTRICT is voluntarily undertaking the obligation  
19 to accept ownership and responsibility for the operation and maintenance of DISTRICT  
20 DRAINAGE FACILITIES, and DEVELOPER is not required by DISTRICT to enter into this  
21 Cooperative Agreement.

22  
23           7. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed  
24 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in  
25 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the  
26 issuance of a Notice to Proceed is subject to staff availability.  
27  
28

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

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

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

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

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

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

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

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

15  
16 The specified insurance limits required in this Cooperative Agreement shall  
17 in no way limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless  
18 DISTRICT, County of Riverside and CITY from third party claims.

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

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

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

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

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

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

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

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

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

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

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

17 RANCHO FORTUNADO INV., LLC  
18 3121 Michelson Drive, Suite 150  
19 Irvine, CA 92612  
20 Attn: Adam Smith

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

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



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

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

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

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

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

25 //

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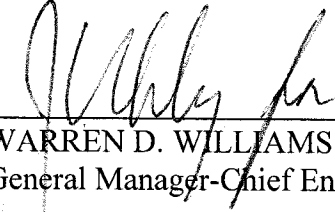
1 IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

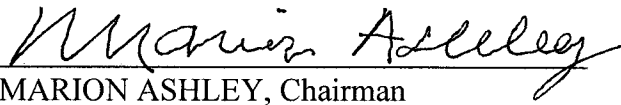
2 APR 28 2015

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

4 RECOMMENDED FOR APPROVAL:

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

5  
6 By   
7 WARREN D. WILLIAMS  
8 General Manager-Chief Engineer

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

9  
10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS  
12 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

13 By   
14 NEAL R. KIPNIS  
15 Deputy County Counsel

By   
Deputy


(SEAL)


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

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RECOMMENDED FOR APPROVAL:

CITY OF WILDOMAR


By   
DAN YORK  
Public Works Director/City Engineer


By   
GARY NORDQUIST  
City Manager

APPROVED AS TO FORM:

ATTEST:

DEBBIE A. LEE  
City Clerk

By   
THOMAS D. JEX  
City Attorney

By 

(SEAL)

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

**RANCHO FORTUNADO INV, LLC**  
a Delaware limited liability company

By Adam Smith  
ADAM SMITH  
Authorized Person

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of Orange }

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

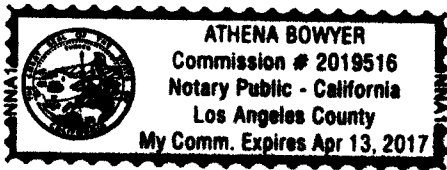
personally appeared Adam Smith  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Athena Bowyer  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

ATHERA BOWYER  
Commission # 5019816  
Notary Public - California  
Los Angeles County  
My Comm. Expires April 13, 2017



# Exhibit A

## LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

## COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

Wildomar Master Drainage Plan Lateral E

TR 25122

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

Page 1 of 5

# Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

## COOPERATIVE AGREEMENT

Wildomar Master Drainage Plan Channel Stage 7

Wildomar Master Drainage Plan Lateral E

TR 25122

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

Page 2 of 5



# Exhibit A

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

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

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

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

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

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

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

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

PARCEL 3: (APN: 380-080-014-8)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $2^{\circ} 09' 05''$ , A DISTANCE OF 73.33 FEET;

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

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

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

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, NORTH  $37^{\circ} 07' 24''$  EAST, A DISTANCE OF 21.63 FEET;

THENCE LEAVING SAID PARCEL 7077-1A OF RECORD OF SURVEY 103/13-15, SOUTH  $52^{\circ} 18' 39''$  EAST, A DISTANCE OF 513.73 FEET;

THENCE SOUTH  $40^{\circ} 10' 10''$  EAST, A DISTANCE OF 189.64 FEET;

THENCE SOUTH  $36^{\circ} 34' 13''$  EAST, A DISTANCE OF 670.00 FEET;

THENCE SOUTH  $49^{\circ} 16' 18''$  EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 4 OF PARCEL MAP NO. 8725;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 4, SOUTH  $37^{\circ} 05' 22''$  WEST, A DISTANCE OF 160.00 FEET POINT OF BEGINNING.

PARCEL 5:

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

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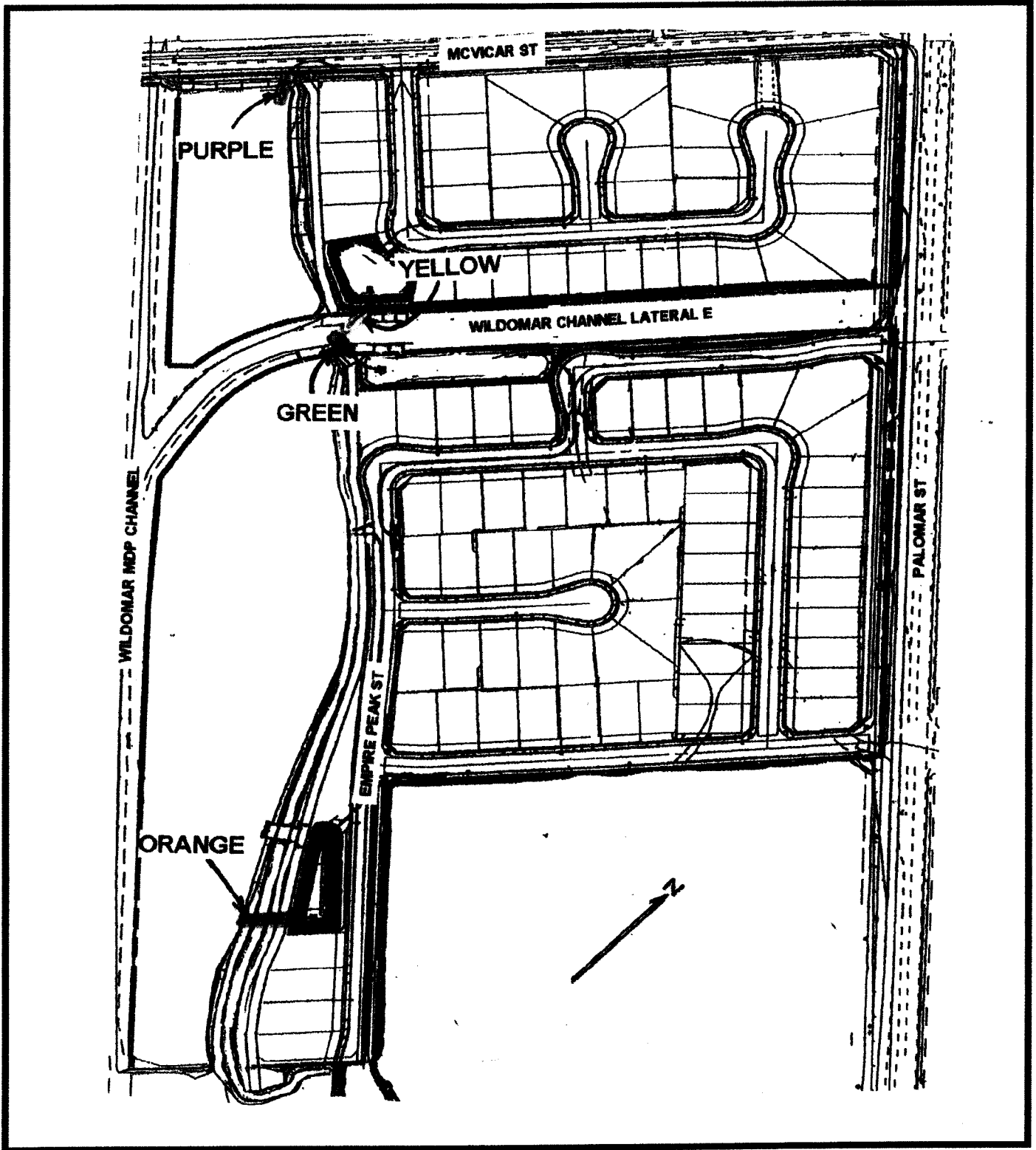
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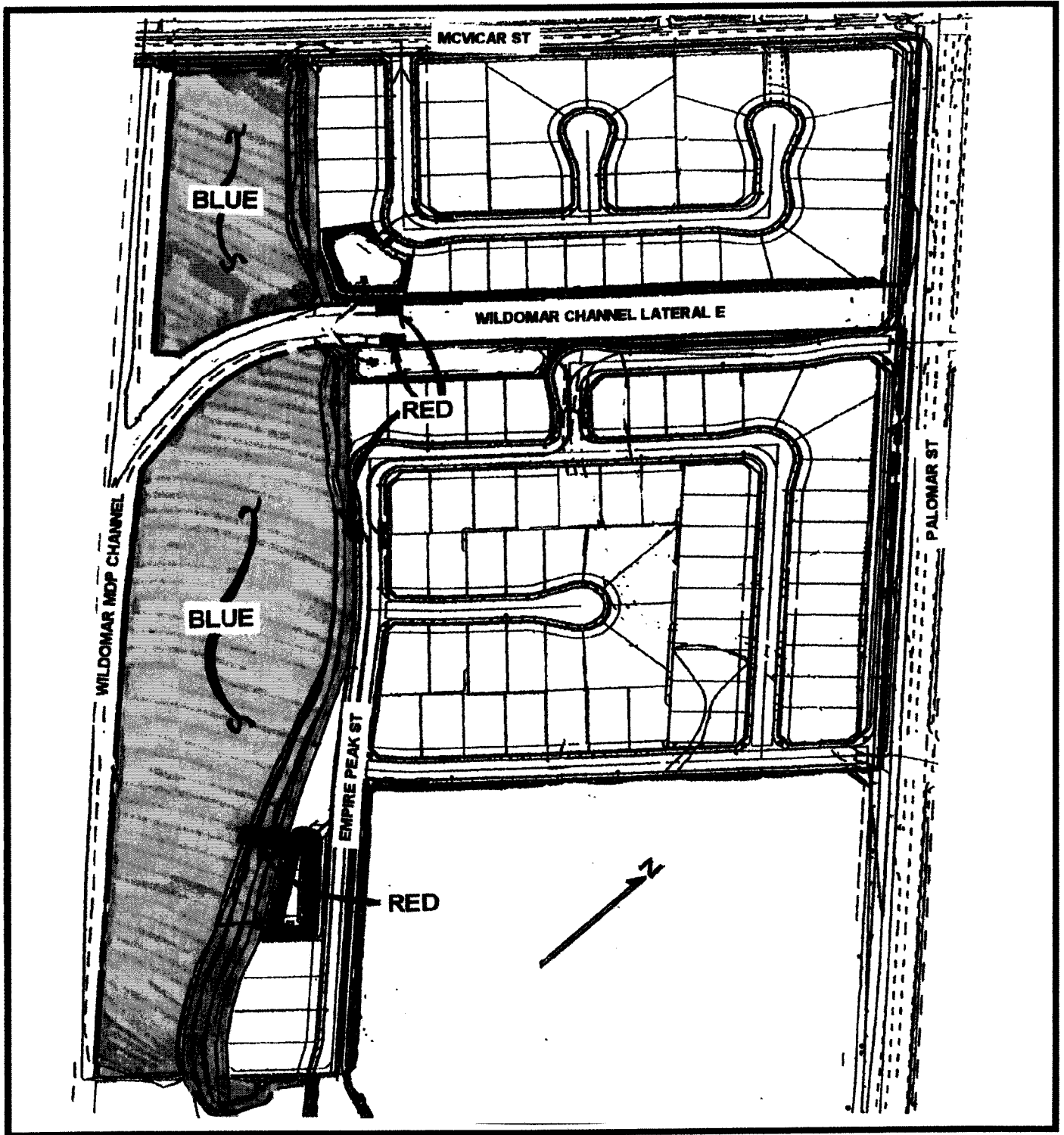
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# Exhibit B



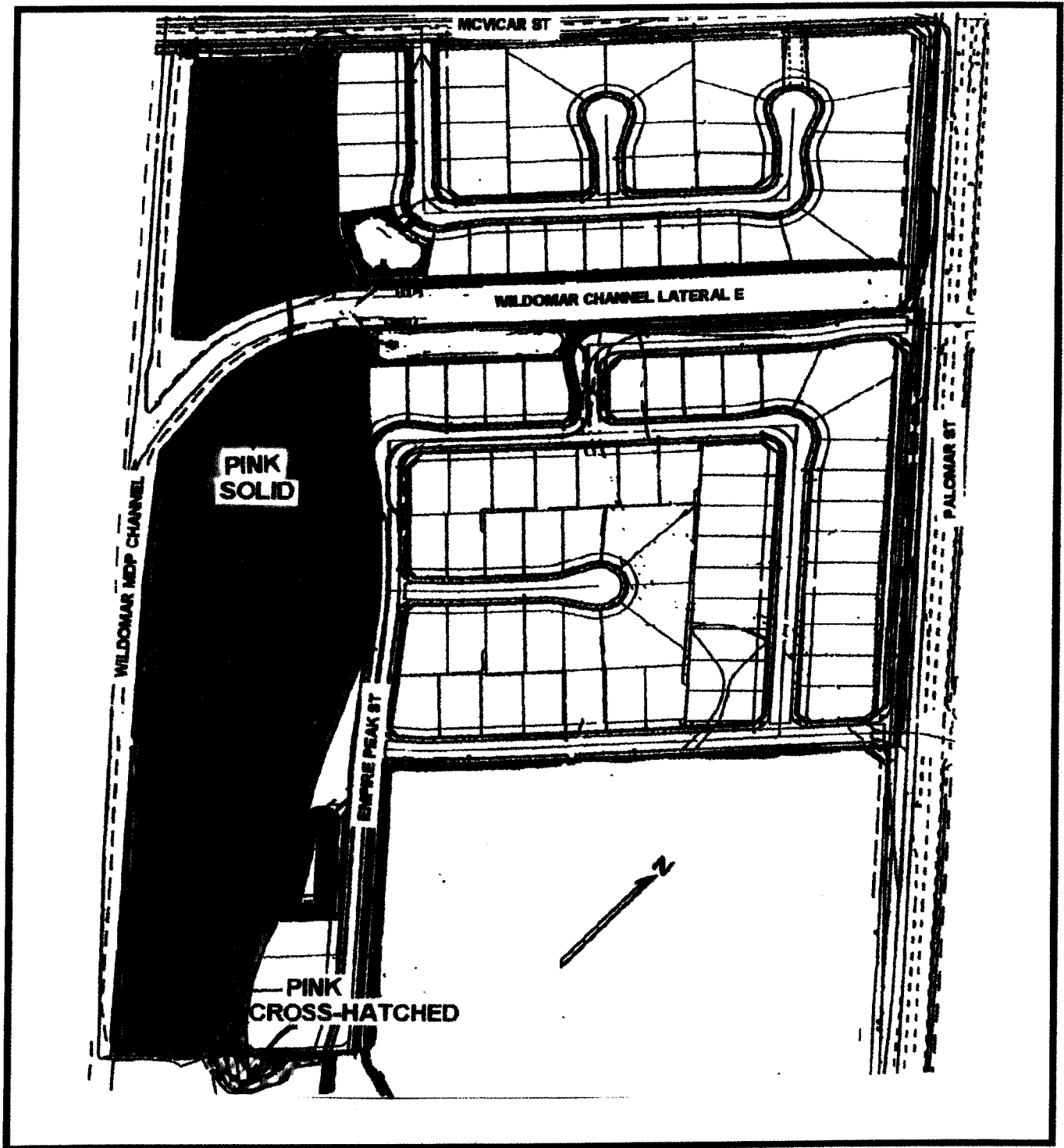
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