

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 5/4/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

904A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
April 15, 2015

SUBJECT: Cooperative Agreement for Southwest Riverside-Sweet Avenue Storm Drain, Stage 1; Southwest Riverside-Minneola Avenue Storm Drain, Stage 1; Southwest Riverside-Shade Leaf Storm Drain, Stage 1 (Tract 36390); Project Nos. 2-0-00211, 2-0-00212, and 2-0-00213. District 1; [\$0]

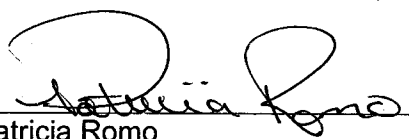
RECOMMENDED MOTION: That the Board of Supervisors:

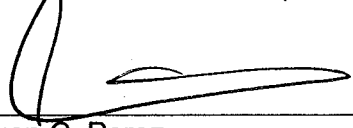
1. Approve the Cooperative Agreement between the County of Riverside, Flood Control and Water Conservation District, and Lennar Homes of California, Inc.; and
2. Authorize the Chairman of the Board to execute the Cooperative Agreement documents on behalf of the County of Riverside.

BACKGROUND:

Summary

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain Flood Control facilities, required as a condition of approval for Tract 36390, are to be constructed by the developer and inspected, operated, and maintained by the Flood Control and Water Conservation District (District), County of Riverside (County), and Lennar Homes of California, Inc. (Developer).


Patricia Romo
Assistant Director of Transportation

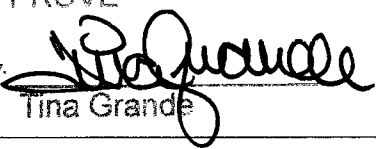

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs. There are no General Funds used in this project.

Budget Adjustment:
For Fiscal Year:


C.E.O. RECOMMENDATION: APPROVE

BY: 
Tina Grande
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: May 19, 2015
xc: Transp., Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

(Comp. Item 11-2)

Prev. Agn. Ref.: _____ District: 1st Agenda Number: _____

3-28

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement for Southwest Riverside-Sweet Avenue Storm Drain, Stage 1; Southwest Riverside-Minneola Avenue Storm Drain, Stage 1; Southwest Riverside-Shade Leaf Storm Drain, Stage 1 (Tract 36390); Project Nos. 2-0-00211, 2-0-00212, and 2-0-00213. District 1; [\$0]
DATE: April 15, 2015
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

This Agreement is necessary to formalize the transfer of necessary rights-of-way and to provide for District construction inspection and subsequent operation and maintenance of the referenced storm drain facilities. Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems and a maintenance access road. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, outlets, inlets, laterals, and connector pipes that are 36 inches or less in diameter located within County rights-of-way. The Developer, and ultimately the Homeowners Association, will retain ownership and assume operation and maintenance responsibility for two (2) shared access roads and a certain access road culvert.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the District's agenda this same date.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 36390. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

SUPPLEMENTAL:

Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the facilities within County rights-of-way will accrue to the Transportation Department.

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COOPERATIVE AGREEMENT
Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213
Tract No. 36390

The Riverside County Flood Control and Water Conservation District,
hereinafter called "DISTRICT", the County of Riverside, hereinafter called "COUNTY", 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. 36390 located in an
unincorporated area of western Riverside County. As a condition of approval for Tract No.
36390, DEVELOPER must construct certain flood control facilities in order to provide flood
protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 36390 is provided in Exhibit "A"
attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, all as
shown on District Drawing No. 2-0461, include:

- i) Approximately 623 lineal feet of 66-inch reinforced concrete pipe and associated 20-foot wide maintenance access road with turnaround, gates, and chain link fence, concrete wingwalls, and a riprap inlet structure, hereinafter called "LINE F", as shown in concept in orange on Exhibit "B" attached hereto and made a part hereof;
- ii) Approximately 630 lineal feet of 60-inch reinforced concrete pipe; approximately 606 lineal feet of 54-inch reinforced concrete pipe and

1 approximately 506 lineal feet of 48-inch reinforced concrete pipe and a
2 riprap energy dissipater, hereinafter called "LINE G", as shown in concept
3 in blue on Exhibit "B";

4 iii) Approximately 49 lineal feet of 42-inch reinforced concrete pipe,
5 hereinafter called "LINE K", as shown in concept in yellow on Exhibit "B".
6 Altogether LINE F, LINE G and LINE K are hereinafter called "ONSITE
7 STORM DRAINS";
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9 iv) Approximately 82 lineal feet of 66-inch reinforced concrete pipe and a
10 riprap energy dissipater, hereinafter called "OFFSITE STORM DRAIN", as
11 shown in concept in green on Exhibit "B";

12 v) A 15-foot wide maintenance access road with gates at Sweet Avenue,
13 hereinafter called "SWEET AVENUE ACCESS ROAD", as shown in
14 concept in purple on Exhibit "B"; and
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16 D. Together, ONSITE STORM DRAINS, OFFSITE STORM DRAIN and
17 SWEET AVENUE ACCESS ROAD are hereinafter called "DISTRICT FACILITIES"; and

18 E. Associated with the construction of DISTRICT FACILITIES is the
19 construction of certain catch basins, outlets, inlets, connector pipes, and various lateral storm
20 drains that are thirty-six inches (36") or less in diameter that are located within COUNTY held
21 easements or rights of way, hereinafter called "APPURTENANCES"; and
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23 F. Also associated with the construction of DISTRICT FACILITIES is the
24 construction of (i) a maintenance access road with turnaround and gates in conjunction with
25 LINE F, hereinafter called "LINE F SHARED ACCESS ROAD"; (ii) a maintenance access road
26 with turnaround, gates, and chain link fence in conjunction with LINE G, hereinafter called
27 "LINE G SHARED ACCESS ROAD"; and (iii) approximately 20 lineal feet of an access road
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1 culvert, hereinafter called "ACCESS ROAD CULVERT" that are to be located within public
2 and privately held easements or rights of way. Together, LINE F SHARED ACCESS ROAD,
3 LINE G SHARED ACCESS ROAD and ACCESS ROAD CULVERT are hereinafter
4 collectively called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be
5 initially owned and maintained by DEVELOPER, and subsequently owned and maintained by
6 the Home Owners' Association for Tract No. 36390; and
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8 G. Together, DISTRICT FACILITIES, APPURTENANCES and
9 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

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

15 I. DEVELOPER and DISTRICT desire COUNTY to accept ownership and
16 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY
17 must review and approve DEVELOPER'S plans and specifications for PROJECT and
18 subsequently inspect the construction of APPURTENANCES; and
19

20 J. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
21 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii)
22 accept ownership and responsibility for the operation and maintenance of DISTRICT
23 FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs
24 PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, (c)
25 obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and
26 maintenance of DISTRICT FACILITIES as set forth herein, and (d) accepts ownership and
27 responsibility for the operation and maintenance of PROJECT following completion of
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1 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for
2 the operation and maintenance of DISTRICT FACILITIES; and

3 K. COUNTY is willing to (i) review and approve DEVELOPER'S plans and
4 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
5 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
6 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
7 FACILITIES within COUNTY rights of way, and (v) accept ownership and responsibility for
8 the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in
9 accordance with plans and specifications approved by DISTRICT and COUNTY.
10

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

12 SECTION I

13 DEVELOPER shall:

14 1. Prepare PROJECT plans and specifications, hereinafter called
15 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY
16 standards, and submit to DISTRICT and COUNTY for their respective review and approval.
17

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

24 3. Deposit with DISTRICT (Attention: Business Office - Accounts
25 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
26 construction as set forth in Section I.8. herein, the estimated cost of providing construction
27 inspection for DISTRICT FACILITIES, in an amount as determined and approved by
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1 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
2 including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

3 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit
4 with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably
5 necessary by DISTRICT to complete inspection of DISTRICT FACILITIES, within thirty (30)
6 days after receipt of billing from DISTRICT.
7

8 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
9 permits and rights of entry as may be needed for the construction, inspection, operation and
10 maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time
11 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.,
12 or not less than twenty (20) days prior to recordation of the final map for Tract No. 36390 or
13 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having
14 secured such necessary licenses, agreements, permits and rights of entry, as determined and
15 approved by DISTRICT.
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17 5. Furnish DISTRICT with copies of all permits, approvals or agreements
18 required by any federal, state or local resource and/or regulatory agency for the construction,
19 operation and maintenance of DISTRICT FACILITIES. Such documents include but are not
20 limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality
21 Control Board, California State Department of Fish and Wildlife, State Water Resources
22 Control Board, and Western Riverside County Regional Conservation Authority.
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24 6. Grant DISTRICT and COUNTY, by execution of this Agreement, the right
25 to enter upon DEVELOPER'S property where necessary and convenient for the purpose of
26 gaining access to and performing inspection service for the construction of PROJECT as set
27 forth herein.
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1 7. Provide COUNTY, at the time of providing written notice to DISTRICT of
2 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
3 recordation of the final map for Tract No. 36390 or any phase thereof, whichever occurs first,
4 with faithful performance and payment bonds, each in the amount of one hundred percent
5 (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by
6 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of
7 DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT
8 DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the bond
9 amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against
10 any defective work, labor or materials.
11

12 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
13 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
14 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
15 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
16 construction of PROJECT.
17

18 9. Obtain and provide DISTRICT, at the time of providing written notice to
19 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
20 twenty (20) days prior to the recordation of the final map for Tract No. 36390 or any phase
21 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
22 public for flood control and drainage purposes, including ingress and egress, for the rights of
23 way deemed necessary by DISTRICT for the construction, inspection, operation and
24 maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a
25 form approved by DISTRICT and shall be executed by all legal and equitable owners of the
26 property described in the offer(s).
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1 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
2 Dedication as set forth in Section 1.9., with Preliminary Reports on Title dated not more than
3 thirty (30) days prior to date of submission of all the property described in the Irrevocable
4 Offer(s) of Dedication.

5
6 11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
7 the start of construction as set forth in Section 1.8., with a complete list of all contractors and
8 subcontractors to be performing work on DISTRICT FACILITIES, including the corresponding
9 license number and license classification of each. At such time, DEVELOPER shall further
10 identify in writing its designated superintendent for PROJECT construction.

11
12 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
13 the start of construction as set forth in Section 1.8., a construction schedule which shall show the
14 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
15 various parts of work, including estimated start and completion dates. As construction of
16 DISTRICT FACILITIES progresses, DEVELOPER shall update said construction schedule as
17 requested by DISTRICT.

18
19 13. Furnish DISTRICT with final mylar PROJECT plans and assign their
20 ownership to DISTRICT prior to the start of PROJECT construction.

21 14. Not permit any change to or modification of DISTRICT and COUNTY
22 approved IMPROVEMENT PLANS without the prior written permission and consent of
23 DISTRICT and COUNTY.

24 15. Comply with all Cal/OSHA safety regulations including regulations
25 concerning confined space and maintain a safe working environment for DEVELOPER,
26 COUNTY and DISTRICT employees on the site.

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1 16. 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.
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8 17. During the construction period of PROJECT, provide Workers'
9 Compensation Insurance in an amount required by law. A certificate of said insurance policy
10 shall be provided to DISTRICT and COUNTY at the time of providing written notice pursuant
11 to Section I.8.
12

13 18. Commencing on the date notice is given pursuant to Section I.8., and
14 continuing until DISTRICT accepts DISTRICT FACILITIES and COUNTY accepts
15 APPURTENANCES for ownership, operation and maintenance:

- 16 (a) Provide and maintain or cause its contractor(s) to provide and
17 maintain comprehensive liability insurance coverage which shall
18 protect DEVELOPER from claims from damages for personal injury,
19 including accidental and wrongful death, as well as from claims for
20 property damage which may arise from DEVELOPER'S construction
21 of PROJECT or the performance of its obligations hereunder, whether
22 such construction or performance be by DEVELOPER, by any of its
23 contractors, subcontractors, or by anyone employed directly or
24 indirectly by any of them. Such insurance shall name DISTRICT and
25 COUNTY as additional insureds with respect to this Cooperative
26 Agreement and the obligations of DEVELOPER hereunder. Such
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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 COUNTY 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 and COUNTY 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 and COUNTY sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event cancellation, termination, non-renewal or reduction of coverage, DEVELOPER shall forthwith, secure replacement insurance meeting the provisions of this paragraph.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Cooperative Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section IV.4.

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

4 20. Within two (2) weeks of completing PROJECT construction, provide
5 DISTRICT (Attention: Development Review Section) and COUNTY with written notice that
6 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
7 inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of PROJECT.
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9 21. Upon completion of PROJECT construction, and upon acceptance by
10 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation
11 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES
12 for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the
13 flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the
14 rights of way as shown in concept in pink on Exhibit "C" attached hereto and made a part
15 hereof.
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17 22. At the time of recordation of the conveyance document(s), as set forth in
18 Section I.21.(i), furnish DISTRICT with policies of title insurance, each in the amount of not
19 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
20 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
21 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
22 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
23 deemed acceptable.
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25 23. At the time of recordation of the conveyance document(s), as set forth in
26 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
27 than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for
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1 each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
2 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
3 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
4 deemed acceptable.

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6 24. Accept ownership and sole responsibility for the operation and maintenance
7 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
8 and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility
9 for operation and maintenance of APPURTENANCES, and the Home Owners' Association for
10 Tract No. 36390 accepts ownership and responsibility for operation and maintenance of
11 DEVELOPER FACILITIES. Further, it is mutually understood by the parties hereto that prior
12 to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
13 DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained
14 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole
15 discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition,
16 corrections shall be made at sole expense of DEVELOPER.
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19 25. Pay, if suit is brought upon this Cooperative Agreement or any bond
20 guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including
21 reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs,
22 expenses and fees shall be computed as costs and included in any judgment rendered.

23
24 26. Upon completion of PROJECT construction, but prior to DISTRICT
25 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or
26 cause its civil engineer of record or construction civil engineer of record, duly registered in the
27 State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT
28 plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer

1 shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S
2 original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the
3 original PROJECT engineering plans "record drawings".
4

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

10 28. At all times during construction of the improvements associated with Tract
11 No. 36390, DEVELOPER and its contractors shall not obstruct nor unreasonably interfere with
12 DISTRICT'S existing legal and physical access from McAllister Street to Harrison Dam until
13 the recordation of the conveyance document(s), as set forth in Section I.21.
14

15 SECTION II

16 DISTRICT shall:

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

19 2. Provide COUNTY an opportunity to review and approve IMPROVEMENT
20 PLANS prior to DISTRICT'S final approval.

21 3. Upon execution of this Cooperative Agreement, record or cause to be
22 recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County
23 Recorder.
24

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

27 5. Inspect DISTRICT FACILITIES construction.
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1 2. Accept COUNTY and DISTRICT approved faithful performance and
2 payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as
3 provided herein.

4 3. Inspect PROJECT construction.

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

8 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication
9 as set forth herein, and any other outstanding offers of dedication necessary for the construction,
10 inspection, operation and maintenance of DISTRICT FACILITIES, and, convey sufficient rights
11 of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT
12 FACILITIES.

13 6. Grant DISTRICT, by execution of this Agreement, the right to construct,
14 inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.

15 7. Accept ownership and sole responsibility for the operation and maintenance
16 of APPURTENANCES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership,
17 operation and maintenance.

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

It is further mutually agreed:

1. By executing this agreement, DISTRICT does not assume any obligation to maintain ACCESS ROAD CULVERT, nor accept responsibility for any damage to ACCESS ROAD CULVERT, including but not limited to, repairing and/or replacing pathways, access roads, irrigation works, landscape maintenance, asphalt and the routine removal of accumulated litter, trash and debris associated with performing "routine" day to day maintenance activities.

2. All work involved with PROJECT shall be inspected by DISTRICT and COUNTY but shall not be deemed complete until DISTRICT and COUNTY mutually agree in writing that construction is completed in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

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

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

1 5. 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 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
8 PLANS as deemed necessary by DISTRICT.

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

14
15 In the event DEVELOPER wishes to expedite issuance of a Notice to
16 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
17 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
18 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
19 approval. DISTRICT shall review the individual's qualifications and experience, upon approval
20 thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act
21 on DISTRICT'S behalf on all DISTRICT FACILITIES construction and quality control matters.
22 If DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3.
23 exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty
24 percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of
25 DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
26 thousand dollars (\$10,000) shall be retained on account.
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1 7. 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 state the reasons for the overtime and the specific time frames required. The
8 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.
13
14

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

8 With respect to any of DEVELOPER'S indemnification requirements,
9 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
10 have the right to adjust, settle, compromise any such claim, proceeding or action without the
11 prior consent of DISTRICT and COUNTY; provided, however, that any such adjustment,
12 settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S
13 indemnification obligations to DISTRICT or COUNTY.
14

15 DEVELOPER'S indemnification obligations shall be satisfied when
16 DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal (or
17 similar document) relieving DISTRICT or COUNTY from any liability for the claim,
18 proceeding or action involved.
19

20 The specified insurance limits required in this Cooperative Agreement shall
21 in no way limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless
22 DISTRICT and COUNTY from third party claims.

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

1 9. DEVELOPER for itself, its successors and assigns hereby releases
2 DISTRICT and COUNTY, their respective officers, agents, and employees from any and all
3 claims, demands, actions, or suits of any kind arising out of any liability, known or unknown,
4 present or future, including, but not limited to any claim or liability, based or asserted, pursuant
5 to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States
6 Constitution, or any other law or ordinance which seeks to impose any other liability or damage,
7 whatsoever, for damage caused by the discharge of drainage within or from PROJECT.
8 Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or
9 COUNTY, their officers, agents and employees from any and all claims, demands, actions or
10 suits of any kind arising out of any liability, known or unknown, present or future, for the
11 negligent maintenance of DISTRICT FACILITIES and APPURTENANCES, after the
12 acceptance of DISTRICT FACILITIES and APPURTENANCES by DISTRICT and COUNTY,
13 respectively.
14
15

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

23 11. Any and all notices sent or required to be sent to the parties of this
24 Cooperative Agreement will be mailed by first class mail, postage prepaid, to the following
25 addresses:
26
27
28

1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Administrative Services Section

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

6 LENNAR HOMES OF CALIFORNIA, INC.
7 980 Montecito Drive, Suite 300
8 Corona, CA 92879
9 Attn: Ryan Woosley

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

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

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

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

27 16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
28 or obligations hereunder to any person or entity without the written consent of the other parties

1 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
2 expressly understands and agrees that it shall remain liable with respect to any and all of the
3 obligations and duties contained in this Cooperative Agreement.
4

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

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

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

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

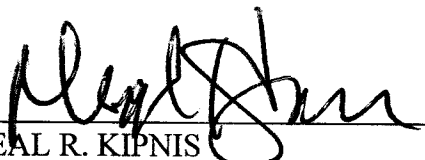
4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL**
5 **AND WATER CONSERVATION DISTRICT**

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

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

10 APPROVED AS TO FORM:
11 GREGORY P. PRIAMOS
12 County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

13
14 By  _____
15 NEAL R. KIPNIS
16 Deputy County Counsel

By _____
Deputy
(SEAL)

17
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23 Cooperative Agreement:
24 Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
25 Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
26 Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
27 Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213
28 Tract No. 36390
AMR:blm
04/07/15

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By [Signature]
JUAN C. PEREZ
Director of Transportation
and Land Management

By _____
MARION ASHLEY, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By [Signature] 5-1-15
MARSHA L. VICTOR
Principal Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement:
Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213
Tract No. 36390
AMR:blm
04/07/15

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LENNAR HOMES OF CALIFORNIA, INC.
a California corporation

By _____
JEFFREY T. CLEMENS
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213
Tract No. 36390
AMR:blm
04/06/15

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SORBATE DE SAN JACINTO BY MAP RECORDED IN BOOK 1, PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION BY DEED RECORDED SEPTEMBER 30, 1976 AS INSTRUMENT NO. 146106, OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SORBANTE DE SAN JACINTO, RECORDED IN BOOK 1, PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOTS 8, 13, 14, 15, 16, 18, 21, 23 AND 28 OF EL SORBANTE LEMON TRACT NO. 1 AS PER MAP RECORDED IN BOOK 9, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST, QUARTER OF SAID SECTION; THENCE NORTH 0° 28' 59" WEST, 483 FEET MORE OR LESS AND ON THE WEST LINE OF SAID SECTION TO THE INTERSECTION WITH THE CENTER LINE OF HAZEL ROAD, SHOWN ON SAID MAP; THENCE NORTH 31° 25' EAST, ON SAID CENTER LINE TO AN ANGLE POINT THEREON; THENCE NORTH 42° 17' EAST, 531 FEET ON SAID CENTER LINE TO AN ANGLE POINT THEREON; THENCE NORTH 12° 28' EAST, 155 FEET ON SAID CENTER LINE TO AN ANGLE POINT THEREON; THENCE NORTH 12° 50' WEST ON SAID CENTER LINE TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89° 59' 21" EAST, 803 FEET MORE OR LESS, AND ON SAID NORTH LINE TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED SEPTEMBER 4, 1953 AS INSTRUMENT NO. 43598, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE SOUTH 0° 28' 59" EAST, 985 FEET ON THE WEST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER THEREOF;

Exhibit A

THENCE SOUTH 89° 59' 21" EAST, 880 FEET TO THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0° 28' 59" WEST 985 FEET ON THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER THEREOF, BEING A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89° 59' 21" EAST, 537.29 FEET ON SAID NORTH LINE TO THE CENTER QUARTER CORNER OF SAID SECTION; THENCE SOUTH 0° 19' 40" WEST, 1311.04 FEET ON THE EAST LINE OF THE SOUTHWEST QUARTER TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89° 59' 48" WEST, 2578.74 FEET ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION INCLUDED WITHIN HAZEL ROAD, SHOWN BY MAP ON SAID EL SOBRANTE LEMON TRACT NO. 1.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 4, 1988 AS INSTRUMENT NO. 30943, OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO MAP ON FILE IN BOOK 1 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOTS 1, 2, 5, 6, 7, 8 AND 9, OF EL SOBRANTE LEMON TRACT NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 13 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION AND THE NORTHERLY LINE OF LOT 3 OF SAID EL SOBRANTE LEMON TRACT NO. 1; THENCE NORTH 67 DEGREES 57' EAST, 38.29 FEET; THENCE SOUTH 89 DEGREES 52' EAST 87.2 FEET; THENCE NORTH 55 DEGREES 35' EAST, 73.5 FEET; THENCE NORTH 88 DEGREES 28' EAST, 160.9 FEET; THENCE SOUTH 70 DEGREES 06' EAST, 130.00 FEET; THENCE SOUTH 44 DEGREES 43' EAST, 296.4 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THE PRECEDING SIX COURSES ARE ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE NORTH 72 DEGREES 30' EAST, A DISTANCE OF 95.5 FEET; THENCE NORTH 46 DEGREES 44' EAST, A DISTANCE OF 398.76 FEET TO THE POINT OF BEGINNING; THE PRECEDING TWO COURSES ARE ALONG THE NORTHERLY LINE OF SAID LOT 2;

THENCE SOUTH 0 DEGREES 28' 59" EAST, PARALLEL WITH THE WESTERLY LINE OF THE

Exhibit A

NORTHWEST ONE-QUARTER OF SAID SECTION, 1901.58 FEET TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 59' 21" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1539.99 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION; THENCE NORTH 0 DEGREES 19' 40" EAST ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 2626.63 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55' 33" WEST ALONG THE NORTH LINE OF SAID SECTION 1334.41 FEET TO A POINT THAT BEARS NORTH 89 DEGREES 55' 33" EAST, A DISTANCE OF 1300.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RIVERSIDE TRUST COMPANY BY DEED RECORDED OCTOBER 22, 1898 IN BOOK 76 PAGE 18 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 0 DEGREES 04' 27" EAST ALONG THE EAST LINE OF SAID PARCEL, 185.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 89 DEGREES 55' 33" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 278.26 FEET TO A POINT THAT BEARS NORTH 89 DEGREES 55' 33" EAST, 82.22 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 23 DEGREES 57' EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2, 444.98 FEET TO A POINT ON THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 46 DEGREES 44' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND ITS NORTHEASTERLY PROLONGATION, 191.21 FEET TO THE POINT OF BEGINNING;

PARCEL 4:

THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONALIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO BY MAP RECORDED IN BOOK 1 PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION BY DEED RECORDED SEPTEMBER 30, 1976 AS INSTRUMENT NO. 146106, OFFICIAL RECORDS.

PARCEL 5:

EASEMENTS REASONABLY NECESSARY FOR INGRESS, EGRESS, AND UTILITIES UPON THE CONDITIONS CONTAINED THEREIN AS RESERVED BY VALLEY DRIVE-IN THEATER CORPORATION IN THE DEED RECORDED SEPTEMBER 30, 1976 AS INSTRUMENT NO. 146106 OFFICIAL RECORDS.

APN: 269-100-011-2, 269-100-012-3, 269-100-014-5, 269-100-015-6, 269-060-004-3, 269-060-005-4, 269-060-006-5, 269-100-009-1

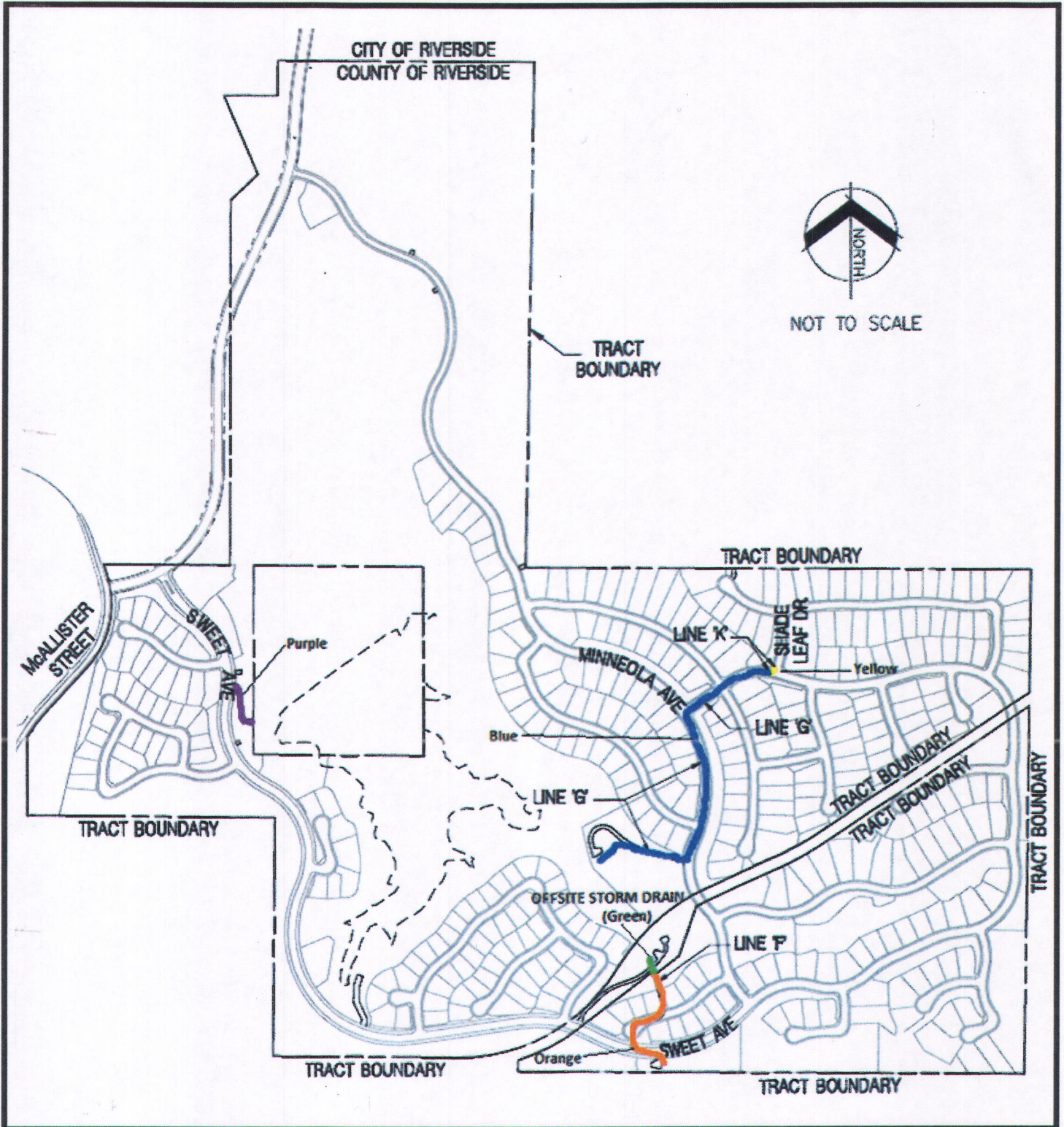
Cooperative Agreement

Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213

Tract No. 36390

Page 3 of 3

Exhibit B



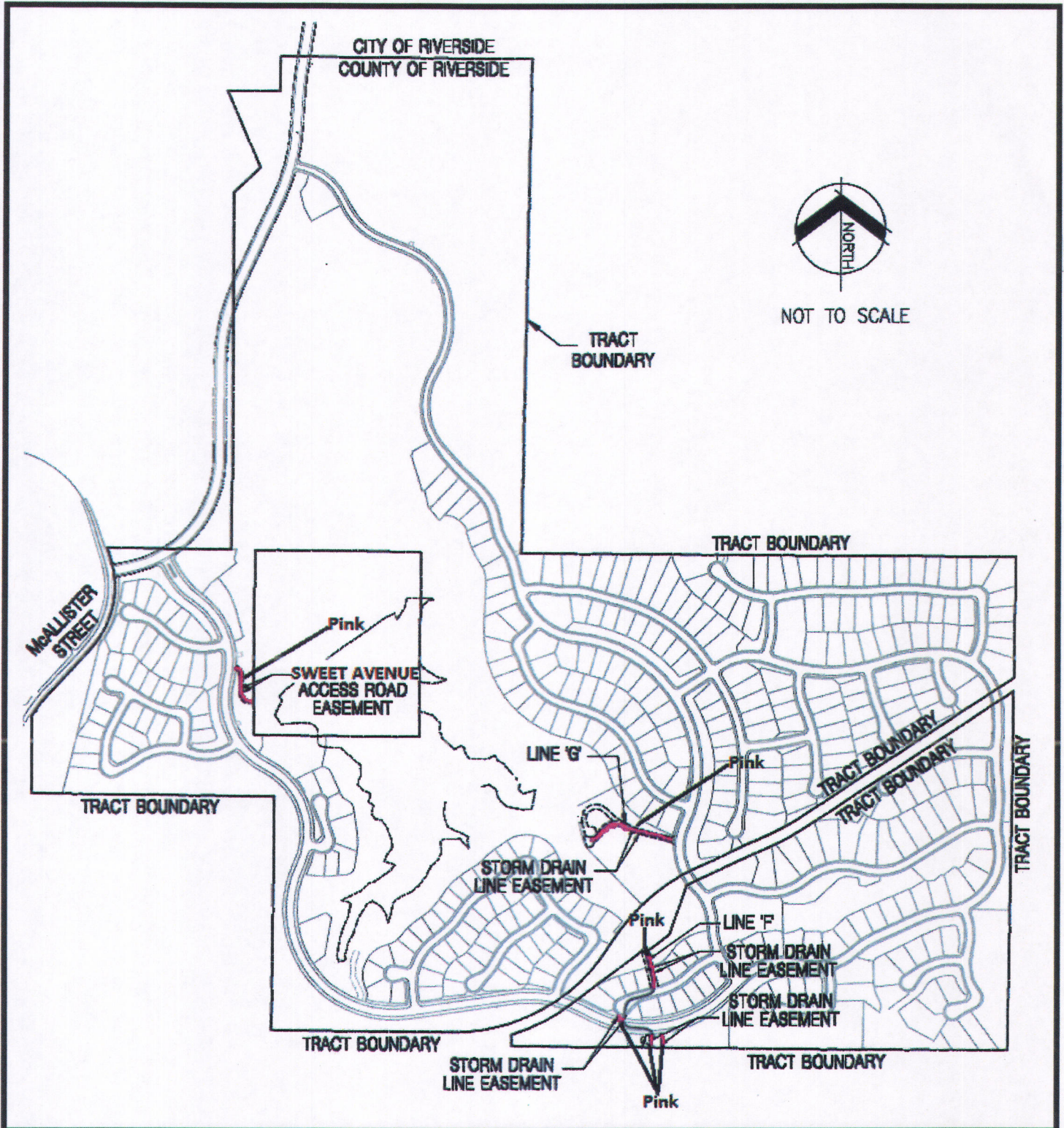
COOPERATIVE AGREEMENT

Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213

Tract No. 36390

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Exhibit C



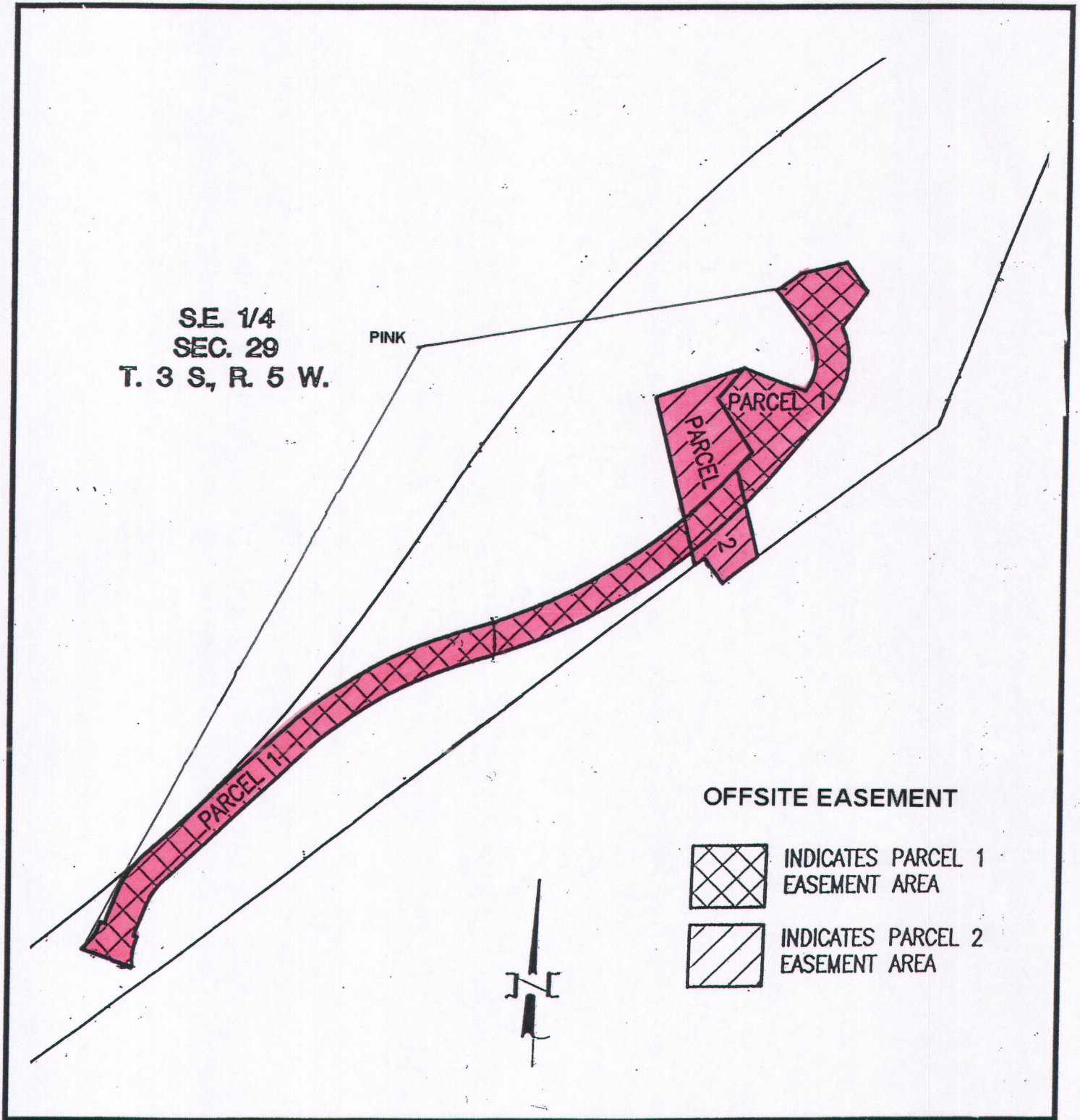
COOPERATIVE AGREEMENT

Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
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Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213

Tract No. 36390

Page 1 of 2



Exhibit C



SE 1/4
SEC. 29
T. 3 S., R. 5 W.

PINK

OFFSITE EASEMENT

-  INDICATES PARCEL 1 EASEMENT AREA
-  INDICATES PARCEL 2 EASEMENT AREA

COOPERATIVE AGREEMENT

Southwest Riverside – Sweet Avenue Storm Drain, Stage 1
Southwest Riverside – Minneola Avenue Storm Drain, Stage 1
Southwest Riverside – Shade Leaf Drive Storm Drain, Stage 1
Project Nos. 2-0-00211, 2-0-00212 and 2-0-00213

Tract No. 36390

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