

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

904B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 1, 2015

SUBJECT: Approval of Amended and Restated Cooperative Agreement for Menifee – Hawthorne Avenue Storm Drain, Stage 2; Menifee Valley – Craig Avenue Storm Drain, Stage 2 (Tract No. 29636); Project Nos. 4-0-00163 and 4-0-00396; District 5 [\$/N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amended and Restated Cooperative Agreement between the District, the City of Menifee (City) and Capital Pacific Real Estate, Inc. (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Amended and Restated Cooperative Agreement (Agreement) revises the Cooperative Agreement previously approved by the Board of Supervisors on July 25, 2006 (Agenda Item No. 11.5), setting forth the terms and conditions by which certain flood control facilities, required as a condition for approval of Tract No. 29636, were to be constructed by Capital Pacific Holdings, LLC (Previous Developer) and inspected, operated and maintained by the District, County of Riverside (County) and Previous Developer.

Continued on Page 2

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P8/171952

Mark A. Wills
for **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:	Budget Adjustment: No
	For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

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

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Benoit 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: September 1, 2015
xc: Flood

Kesia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

11-3

FORM APPROVED COUNTY COUNSEL 7/15/15
DATE
BY: GREGORY P. PRIAMOS

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 Amended and Restated Cooperative Agreement for Menifee – Hawthorne Avenue Storm Drain, Stage 2; Menifee Valley – Craig Avenue Storm Drain, Stage 2 (Tract No. 29636); Project Nos. 4-0-00163 and 4-0-00396; District 5 [\$/N/A]

DATE: September 1, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

This Agreement transfers certain maintenance responsibilities to the City, incorporated on October 1, 2008, and officially relieves County of any responsibilities in the original Cooperative Agreement. This Agreement is also necessary (i) 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, and (ii) to provide for the transfers of rights and assumption of responsibilities for the construction of the drainage facilities from Previous Developer to Developer.

This revision reflects changes made in the original design and subsequent addition of the required facilities. Upon final acceptance of the facilities, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems and a maintenance access road. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, outlets, inlets, ripraps, laterals and connector pipes that are 36 inches or less in diameter located within City rights of way. The Developer will retain ownership and assume operation and maintenance responsibility for the detention basin.

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

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 29636. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

SUPPLEMENTAL:

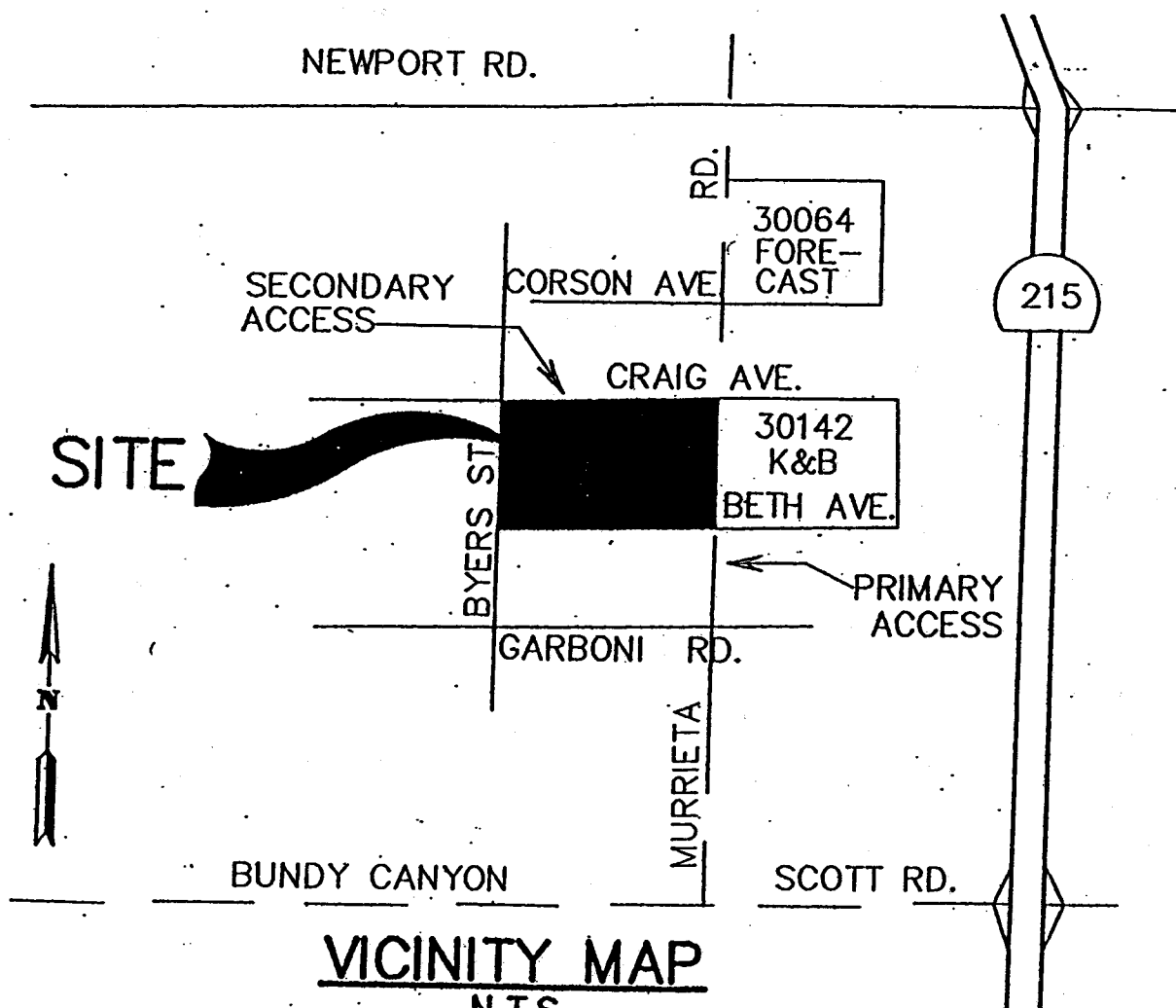
Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Amended and Restated Cooperative Agreement

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P8/171952



VICINITY MAP
 N.T.S.
 SECTION 8, T.6S., R.3W

1 AMENDED AND RESTATED COOPERATIVE AGREEMENT
2 Menifee – Hawthorne Avenue Storm Drain, Stage 2
3 Menifee Valley – Craig Avenue Storm Drain, Stage 2
4 Project Nos. 4-0-00163 and 4-0-00396
(Tract No. 29636)

5 The Riverside County Flood Control and Water Conservation District,
6 hereinafter called "DISTRICT", the City of Menifee, hereinafter called "CITY", and Capital
7 Pacific Real Estate, Inc., hereinafter called "DEVELOPER", hereby agree as follows:

8 RECITALS

9 A. DISTRICT, the County of Riverside, hereinafter called "COUNTY", and
10 Capital Pacific Holdings, LLC, hereinafter called "PREVIOUS DEVELOPER", entered into
11 that certain Cooperative Agreement dated July 25, 2006, and recorded as Document No. 2006 –
12 0593182 in the Official Records of the County of Riverside, hereinafter referred to as
13 "PREVIOUS AGREEMENT", requiring PREVIOUS DEVELOPER, as a condition of approval
14 for Tract No. 29636, to construct Corson Avenue Storm Drain, Stage 2 and Craig Avenue Storm
15 Drain as defined in PREVIOUS AGREEMENT, as shown in concept on Exhibit "A" attached
16 hereto and made a part hereof; and

17
18 B. The legal description of Tract No. 29636 is provided in Exhibit "B"
19 attached hereto and made a part hereof; and

20
21 C. Pursuant to PREVIOUS AGREEMENT, PREVIOUS DEVELOPER
22 constructed Corson Avenue Storm Drain, Stage 2 consisting of approximately 2,600 lineal feet
23 of underground storm drain, hereinafter called "CONSTRUCTED STAGE 2", as shown in
24 concept in red on Exhibit "A"; and

25 D. CONSTRUCTED STAGE 2 has not been accepted by DISTRICT for
26 ownership, operation and maintenance; and
27
28

1 E. CITY incorporated on October 1, 2008 and, therefore, by operation of law,
2 became the successor of the obligations and commitments of COUNTY; and

3 F. On December 30, 2008, the Superior Court of the State of Arizona,
4 pursuant to Case No. CV2008-007215, issued "Order Directing and Authorizing Receiver to
5 Sell Real Property Free and Clear of Liens and Interests"; and on March 5, 2009, issued "Order
6 Approving Settlement Agreement". The Order provided for, among other things, the sale of
7 certain real property owned by PREVIOUS DEVELOPER to its assignee, all on the terms,
8 covenants and conditions set forth in the Sale Order. PREVIOUS DEVELOPER then named
9 DEVELOPER as its assignee and the party to which title to the Real Property was to be
10 conveyed; and
11

12 G. The flood control and drainage facilities required for final approval of Tract
13 29636 includes (i) removal of the existing concrete bulkhead and connecting to DISTRICT'S
14 existing Menifee-Hawthorne Avenue Storm Drain, Stage 1 at Sta. 10+77.80, (ii) constructing
15 approximately 946 lineal feet of 42-inch reinforced concrete pipe, as shown in concept in blue
16 on Exhibit "C" attached hereto and made a part hereof, (iii) removal of the interfering portions
17 of the existing DISTRICT'S storm drain facilities at approximately Sta. 50+22.00 and (iv) an
18 extension of DISTRICT'S existing Menifee-Hawthorne Avenue Storm Drain, Stage 1 consisting
19 of approximately 62 lineal feet of 66-inch reinforced concrete pipe, an associated 16-foot wide
20 maintenance access road with turnaround, gates, and a riprap inlet structure, as shown in
21 concept in green on Exhibit "C", hereinafter collectively called "DISTRICT FACILITIES" as
22 shown on District Drawing Number 4-1075; and
23
24

25 H. Associated with the construction of DISTRICT FACILITIES is the
26 construction of certain catch basins, inlets, outlets, r ripraps, laterals and connector pipes that are
27
28

1 thirty-six inches (36") or less in diameter located within CITY or public rights of way,
2 hereinafter called "APPURTENANCES"; and

3
4 I. Also associated with the construction of DISTRICT FACILITIES is the
5 construction of a detention basin located within DEVELOPER held rights of way or easements,
6 hereinafter called "DEVELOPER FACILITY". DEVELOPER FACILITY is to be initially
7 owned and maintained by DEVELOPER and subsequently owned and maintained by the Home
8 Owners' Association for Tract No. 29636; and

9 J. Together, DISTRICT FACILITIES, APPURTENANCES and
10 DEVELOPER FACILITY are hereinafter called "PROJECT"; and

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

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

20
21 M. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
22 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES and (iii)
23 accept ownership and responsibility for the operation and maintenance of DISTRICT
24 FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs
25 PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c)
26 obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and
27 maintenance of DISTRICT FACILITIES as set forth herein and (d) accepts ownership and
28

1 responsibility for the operation and maintenance of PROJECT following completion of
2 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for
3 the operation and maintenance of DISTRICT FACILITIES and CONSTRUCTED STAGE 2;
4 and
5

6 N. CITY is willing to (i) review and approve DEVELOPER'S plans and
7 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
8 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
9 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
10 FACILITIES within CITY rights of way, (v) consent to the recordation and conveyance of the
11 Irrevocable Offer(s) of Dedication furnished by DEVELOPER as provided herein and (vi)
12 accept ownership and responsibility for the operation and maintenance of APPURTENANCES,
13 provided PROJECT is constructed in accordance with plans and specifications approved by
14 DISTRICT and CITY.
15

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

17 SECTION I

18 DEVELOPER shall:

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

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

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

12 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
13 permits and rights of entry as may be needed for the construction, inspection, operation and
14 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
15 written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less
16 than twenty (20) days prior to recordation of the final map for Parcel Map No. 29636 or any
17 phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured
18 such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and
19 temporary construction easements as determined and approved by DISTRICT.
20

21 5. Prior to commencing PROJECT construction, furnish DISTRICT with
22 copies of all permits, approvals or agreements required by any federal, state or local resource
23 and/or regulatory agency for the construction, operation and maintenance of DISTRICT
24 FACILITIES. Such documents include, but are not limited to, those issued by the U.S. Army
25 Corps of Engineers, California Regional Water Quality Control Board, California State
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27
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1 Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside
2 County Regional Conservation Authority.

3 6. Grant DISTRICT and CITY, by execution of this Agreement, the right to
4 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
5 access to and performing inspection service for the construction of PROJECT as set forth
6 herein.

7
8 7. Provide CITY, at the time of providing written notice to DISTRICT of the
9 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
10 recordation of the final map for Tract No. 29636 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 FACILITIES as determined by
13 DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of
14 DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT
15 FACILITIES are accepted by DISTRICT and CITY as complete; at which time the bond
16 amount may be reduced to five percent (5%) for a period of one year to guarantee against any
17 defective work, labor or materials.

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

24
25 9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
26 Section), at the time of providing written notice to DISTRICT of the start of construction as set
27 forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map for
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1 Tract No. 29636 or any phase thereof, whichever occurs first, with duly executed Irrevocable
2 Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress
3 and egress, for the rights of way deemed necessary by DISTRICT for the construction,
4 inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of
5 Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and
6 equitable owners of the property described in the offer(s).
7

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

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

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

25 13. Furnish DISTRICT with a set of final mylar plans for DISTRICT
26 FACILITIES, and assign their ownership to DISTRICT prior to the start on any portion of
27 PROJECT construction.
28

1 14. Not permit any change to or modification of DISTRICT and CITY
2 approved IMPROVEMENT PLANS without the prior written permission and consent of
3 DISTRICT and CITY.
4

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

8 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
9 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
10 DISTRICT FACILITIES. The procedure shall comply with requirements contained in
11 California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations,
12 Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-
13

14 18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a
15 Notice to Proceed.

16 17. Without limiting or diminishing DEVELOPER'S obligation to indemnify or
17 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
18 at its sole cost and expense, the following insurance coverages during the term of this
19 Agreement. With respect to the insurance section only, DISTRICT herein refers to the County
20 of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
21 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
22 representatives as Additional Insureds.
23

24 DEVELOPER shall not commence operations until DISTRICT has been furnished with original
25 certificate(s) of insurance and original certified copies of endorsements and, if requested,
26 certified original policies of insurance including all endorsements and any and all other
27 attachments as required in this Section:
28

1 A. Workers' Compensation:

2 If DEVELOPER has employees, as defined by the State of California,
3 DEVELOPER shall maintain statutory Workers' Compensation
4 Insurance (Coverage A) as prescribed by the laws of the State of
5 California. Policy shall include Employers' Liability (Coverage B)
6 including Occupational Disease with limits not less than \$1,000,000
7 per person per accident. Policy shall be endorsed to waive
8 subrogation in favor of DISTRICT and CITY.
9

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, no less broad than
12 Insurance Services Office (ISO) form CG 00 01 including, but not
13 limited to, premises liability, unmodified contractual liability,
14 products and completed operations liability, personal and advertising
15 injury and cross liability coverage, covering claims which may arise
16 from or out of DEVELOPER'S performance of its obligations
17 hereunder. Policy shall name DISTRICT and CITY as additional
18 insureds. Policy's limit of liability shall not be less than \$2,000,000
19 per occurrence combined single limit. If such insurance contains a
20 general aggregate limit, it shall apply separately to this Agreement or
21 be no less than two (2) times the occurrence limit. If DEVELOPER
22 maintains higher limits than the specified minimum limits required,
23 the above entities shall be entitled to coverage for the higher limits
24 maintained by DEVELOPER.
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2 C. Vehicle Liability:

3 If DEVELOPER'S vehicles or mobile equipment are used in the
4 performance of the obligations under this Agreement, then
5 DEVELOPER shall maintain liability insurance for all owned, non-
6 owned or hired vehicles so used in an amount not less than
7 \$1,000,000 per occurrence combined single limit. If such insurance
8 contains a general aggregate limit, it shall apply separately to this
9 Agreement or be no less than two (2) times the occurrence limit.
10 Policy shall name District and CITY as additional insureds.
11

12
13 D. Professional Liability:

14 DEVELOPER shall maintain Professional Liability Insurance
15 providing coverage for DEVELOPER'S performance of work
16 included within this Agreement, with a limit of liability of not less
17 than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If
18 DEVELOPER'S Professional Liability Insurance is written on a
19 claims made basis rather than an occurrence basis, such insurance
20 shall continue through the term of this Agreement and DEVELOPER
21 shall purchase at his sole expense either 1) an Extended Reporting
22 Endorsement (also known as Tail Coverage), or 2) Prior Dates
23 Coverage from a new insurer with a retroactive date back to the date
24 of, or prior to, the inception of this Agreement, or 3) demonstrate
25 through Certificates of Insurance that DEVELOPER has maintained
26 continuous coverage with the same or original insurer. Coverage
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1 provided under items 1), 2) or 3) will continue as long as the law
2 allows.

3
4 E. General Insurance Provisions – All Lines:

5 1. Any insurance carrier providing insurance coverage hereunder
6 shall be admitted to the State of California and have an A.M.
7 BEST rating of not less than an A: VIII (A: 8) unless such
8 requirements are waived in writing by the County Risk
9 Manager. If the County Risk Manager waives a requirement for
10 a particular insurer, such waiver is only valid for that specific
11 insurer and only for one policy term.

12
13 2. DEVELOPER must declare its insurance self-insured retention
14 for each coverage required herein. If any such self-insured
15 retention exceeds \$500,000 per occurrence, each such retention
16 shall have the prior written consent of the County Risk Manager
17 before the commencement of operations under this Agreement.
18 Upon notification of self-insured retention deemed unacceptable
19 to DISTRICT, and at the election of the County Risk Manager,
20 DEVELOPER'S carriers shall either 1) reduce or eliminate such
21 self-insured retention with respect to this Agreement with
22 DISTRICT, or 2) procure a bond which guarantees payment of
23 losses and related investigations, claims administration and
24 defense costs and expenses.

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26
27 3. DEVELOPER shall cause their insurance carrier(s) to furnish
28 DISTRICT with 1) a properly executed original certificate(s) of

1 insurance and certified original copies of endorsements effecting
2 coverage as required herein, and 2) if requested to do so orally
3 or in writing by the County Risk Manager, provide original
4 certified copies of policies, including all endorsements and all
5 attachments thereto, showing such insurance is in full force and
6 effect. Further, said certificate(s) and policies of insurance shall
7 contain the covenant of the insurance carrier(s) that a minimum
8 of sixty (60) days written notice shall be given to DISTRICT
9 prior to any material modification, cancellation, expiration or
10 reduction in coverage of such insurance. If DEVELOPER
11 insurance carrier(s) policies do not meet the minimum notice
12 requirement found herein, DEVELOPER shall cause
13 DEVELOPER'S insurance carrier(s) to furnish a 60-day Notice
14 of Cancellation Endorsement. In the event of a material
15 modification, cancellation, expiration or reduction in coverage,
16 this Agreement shall terminate forthwith unless DISTRICT
17 receives, prior to such effective date, another properly executed
18 original certificate of insurance and original copies of
19 endorsements or certified original policies, including all
20 endorsements and attachments thereto, evidencing coverages set
21 forth herein and the insurance required herein is in full force and
22 effect. An individual authorized by the insurance carrier to do
23 so on its behalf shall sign the original endorsements for each
24 policy and the certificate of insurance.
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4. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and DISTRICT'S and CITY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 5. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01 or equivalent). DISTRICT and CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. DISTRICT and CITY shall continue to be an additional insured for completed operations for one (1) year after completion of the work.
 6. The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance
 7. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance

1 of the scope of work which will add additional exposures (such
2 as the use of aircraft, watercraft, cranes, etc.), or the term of this
3 Agreement, including any extensions thereof, exceeds five (5)
4 years, DISTRICT reserves the right to adjust the types of
5 insurance required under this Agreement and the monetary
6 limits of liability for the insurance coverages currently required
7 herein, if, in the County Risk Manager's reasonable judgment,
8 the amount or type of insurance carried by DEVELOPER has
9 become inadequate.

11 8. DEVELOPER shall pass down the insurance obligations
12 contained herein to all tiers of subcontractors working under this
13 Agreement.

15 9. The insurance requirements contained in this Agreement may be
16 met with a program(s) of self-insurance acceptable to
17 DISTRICT.

18 10. DEVELOPER agrees to notify DISTRICT of any claim by a
19 third party or any incident or event that may give rise to a claim
20 arising from the performance of this Agreement.

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

25 18. Construct or cause to be constructed PROJECT at DEVELOPER'S sole
26 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT
27 PLANS.
28

1 19. Within two (2) weeks of completing PROJECT construction, provide
2 DISTRICT (Attention: Development Review Section) and CITY with written notice that
3 PROJECT construction is substantially complete and request that DISTRICT conduct a final
4 inspection of DISTRICT FACILITIES and CITY conduct a final inspection of PROJECT.
5

6 20. Upon completion of PROJECT construction, and upon acceptance by CITY
7 of all rights of way deemed necessary by DISTRICT and CITY for the operation and
8 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for
9 ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT (i) the
10 flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to
11 the rights of way as shown in concept in magenta on Exhibit "D".
12

13 21. At the time of recordation of the conveyance document(s) as set forth in
14 Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less
15 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
16 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
17 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
18 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,
19 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except
20 those which, in the sole discretion of DISTRICT, are acceptable.
21

22 22. Accept ownership and sole responsibility for the operation and maintenance
23 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
24 and maintenance of DISTRICT FACILITIES and CONSTRUCTED STAGE 2 under the terms
25 of PREVIOUS AGREEMENT, CITY accepts ownership and responsibility for operation and
26 maintenance of APPURTENANCES and the Home Owners' Association for Tract No. 29636
27 accepts ownership and responsibility for operation and maintenance of DEVELOPER
28

1 FACILITY. Further, it is mutually understood by the parties hereto that prior to DISTRICT
2 acceptance of ownership and responsibility for the operation and maintenance of DISTRICT
3 FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as
4 solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of
5 DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be
6 made at the sole expense of DEVELOPER.
7

8 23. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
9 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
10 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees
11 shall be computed as costs and included in any judgment rendered.
12

13 24. Upon completion of PROJECT construction but prior to DISTRICT
14 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or
15 cause its civil engineer of record or construction civil engineer of record, duly registered in the
16 State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT
17 plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer
18 shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S
19 original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the
20 original PROJECT engineering plans "record drawings".
21

22 25. Ensure that all work performed pursuant to this Agreement by
23 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
24 regulations including, but not limited to, all applicable provisions of the Labor Code, Business
25 and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs
26 associated with compliance with applicable laws and regulations.
27
28

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.9.
5. Inspect DISTRICT FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete, (ii) DISTRICT receipt of stamped and signed "record drawing" of PROJECT plans as set forth in Section I. 24., (iii) recordation of all conveyance documents described in Section

1 I.20., (iv) CITY acceptance of all necessary street rights of way as deemed necessary by
2 DISTRICT and CITY for the operation and maintenance of PROJECT, (v) DISTRICT'S sole
3 determination that DISTRICT FACILITIES is in a satisfactorily maintained condition and (vi)
4 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
5 CONSTRUCTED STAGE 2 under the terms of PREVIOUS AGREEMENT.
6

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

11 SECTION III

12 CITY shall:

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

15 2. Accept CITY and DISTRICT approved faithful performance and payment
16 bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided
17 herein.
18

19 3. Inspect PROJECT construction.

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

22 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication
23 as set forth herein and any other outstanding offers of dedication necessary for the construction,
24 inspection, operation and maintenance of DISTRICT FACILITIES, and convey sufficient rights
25 of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT
26 FACILITIES.
27
28

1 is of the essence in this Agreement, failure of DEVELOPER to perform the work within the
2 agreed upon time shall constitute authority for DISTRICT to perform the remaining work and
3 require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which
4 case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.
5

6 4. If DEVELOPER fails to commence construction of PROJECT within nine
7 (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold
8 issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at
9 the time DEVELOPER provides written notification to DISTRICT of the start of construction as
10 set forth in Section I.8. In the event of a change in the existing site conditions that materially
11 affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
12 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as
13 deemed necessary by DISTRICT.
14

15 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
16 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
17 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
18 issuance of a Notice to Proceed is subject to staff availability.
19

20 In the event DEVELOPER wishes to expedite issuance of a Notice to
21 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
22 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
23 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
24 approval. DISTRICT shall review the individual's qualifications and experience and upon
25 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be
26 authorized to act on DISTRICT'S behalf on all DISTRICT FACILITIES construction and
27 quality control matters. If DEVELOPER'S initial construction inspection deposit furnished
28

1 pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to
2 DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within
3 forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum
4 balance of ten thousand dollars (\$10,000) shall be retained on account.
5

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

20 7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
21 Riverside, and CITY (including their agencies, districts, special districts and departments, their
22 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
23 agents and representatives) from any liability, claim, damage, proceeding or action, present or
24 future, based upon, arising out of or in any way relating to this Agreement including, but not
25 limited to, DEVELOPER'S (including its officers, employees, subcontractors and agents) actual
26 or alleged acts or omissions related to this Agreement, performance under this Agreement or
27 failure to comply with the requirements of this Agreement and including, but not limited to, (a)
28

1 property damage, (b) bodily injury or death, (c) liability or damage pursuant to Article I, Section
2 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any
3 other law, ordinance or regulation caused by the diversion of waters from the natural drainage
4 patterns or the discharge of drainage within or from PROJECT or (d) any other element of any
5 kind or nature whatsoever.
6

7 DEVELOPER shall defend, at its sole expense, including all costs and fees
8 (including, but not limited to, attorney fees, cost of investigation, defense and settlements or
9 awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special
10 districts and departments, their respective directors, officers, Board of Supervisors, elected and
11 appointed officials, employees, agents and representatives) in any claim proceeding or action for
12 which indemnification is required.
13

14 With respect to any of DEVELOPER'S indemnification requirements,
15 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
16 have the right to adjust, settle, compromise any such claim, proceeding or action without the
17 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
18 adjustment, settlement or compromise, in no manner whatsoever, limits or circumscribes
19 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside or CITY.
20

21 DEVELOPER'S indemnification obligations shall be satisfied when
22 DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form
23 of dismissal (or similar document) relieving DISTRICT, County of Riverside or CITY from any
24 liability for the claim, proceeding or action involved.
25

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

1 In the event there is conflict between this section and California Civil Code
2 Section 2782, this section shall be interpreted to comply with California Civil Code Section
3 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT,
4 County of Riverside or CITY to the fullest extent allowed by law.
5

6 8. DEVELOPER for itself, its successors and assigns hereby releases
7 DISTRICT and CITY, their respective officers, agents and employees from any and all claims,
8 demands, actions or suits of any kind arising out of any liability, known or unknown, present or
9 future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article
10 I, Section 19 of the California Constitution, the Fifth Amendment of the United States
11 Constitution or any other law or ordinance which seeks to impose any other liability or damage
12 whatsoever for damage caused by the discharge of drainage within or from PROJECT. Nothing
13 contained herein shall constitute a release by DEVELOPER of DISTRICT or CITY, their
14 officers, agents and employees from any and all claims, demands, actions or suits of any kind
15 arising out of any liability, known or unknown, present or future, for the negligent maintenance
16 of DISTRICT FACILITIES and APPURTENANCES, after the acceptance of DISTRICT
17 FACILITIES and APPURTENANCES by DISTRICT and CITY, respectively.
18
19

20 9. DEVELOPER shall not request DISTRICT to accept any portion or
21 portions of DISTRICT FACILITIES prior to (i) the completion of PROJECT construction as
22 solely determined by DISTRICT, and (ii) DISTRICT acceptance of ownership and
23 responsibility for the operation and maintenance of CONSTRUCTED STAGE 2 under the terms
24 of PREVIOUS AGREEMENT.
25

26 10. Any waiver by DISTRICT or by CITY of any breach of any one or more of
27 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
28 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to

1 require exact, full and complete compliance with any terms of this Agreement shall not be
2 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
3 enforcement hereof.
4

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

7 RIVERSIDE COUNTY FLOOD CONTROL
8 AND WATER CONSERVATION DISTRICT
9 1995 Market Street
10 Riverside, CA 92501
11 Attn: Administrative Services Section

CITY OF MENIFEE
29714 Haun Road
Menifee, CA 92586
Attn: Jennifer Trujillo

11 CAPITAL PACIFIC REAL ESTATE, INC.
12 4100 MacArthur Blvd., Suite 300
13 Newport Beach, CA 92660
14 Attn: Mark Mullin

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

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

24 14. This Agreement is the result of negotiations between the parties hereto and
25 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
26 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
27
28

1 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
2 prepared this Agreement in its final form.

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

5 16. 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 Agreement.
10

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

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

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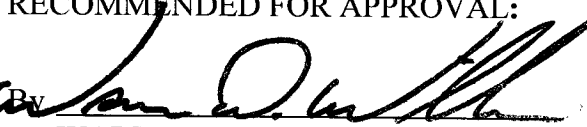
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

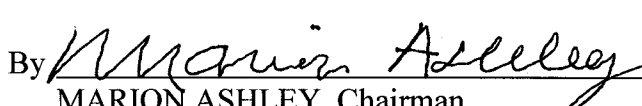
2 SEP 01 2015

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

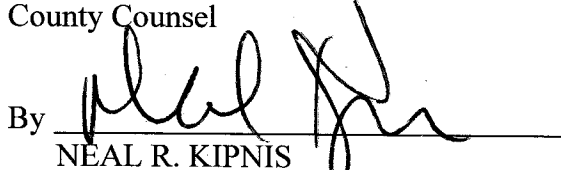
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

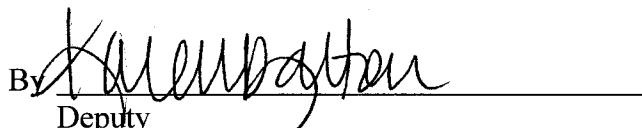
9 APPROVED AS TO FORM:

ATTEST:

10 GREGORY P. PRIAMOS
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

12 By 
13 NEAL R. KIPNIS
14 Deputy County Counsel

By 
Deputy

(SEAL)


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25 Amended and Restated Cooperative Agreement
26 Menifee – Hawthorne Avenue Storm Drain, Stage 2
27 Menifee Valley – Craig Avenue Storm Drain, Stage 2
28 Project Nos. 4-0-00163 and 4-0-00396
(Tract No. 29636)
08/10/15
AMR:blm

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RECOMMENDED FOR APPROVAL:


CITY OF MENIFEE

By 
JONATHAN SMITH
Public Works Director/Engineer

By 
SCOTT MANN
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
JEFFREY T. MELCHING
City Attorney

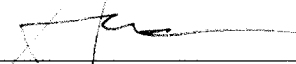
By 
KATHY BENNETT
City Clerk

(SEAL)


Amended and Restated Cooperative Agreement
Menifee – Hawthorne Avenue Storm Drain, Stage 2
Menifee Valley – Craig Avenue Storm Drain, Stage 2
Project Nos. 4-0-00163 and 4-0-00396
(Tract No. 29636)
08/10/15
AMR:blm

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CAPITAL PACIFIC REAL ESTATE, INC.
a Delaware corporation

By 
SCOTT COLER
President

(NOTARY)

By 
MARK MULLIN
Vice President

(NOTARY)

Amended and Restated Cooperative Agreement
Menifee – Hawthorne Avenue Storm Drain, Stage 2
Menifee Valley – Craig Avenue Storm Drain, Stage 2
Project Nos. 4-0-00163 and 4-0-00396
08/10/15
AMR:blm

CALIFORNIA ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

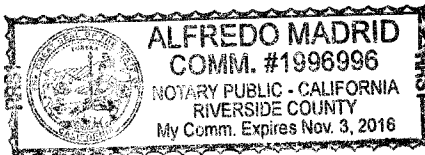
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On 8 10 2015 before me, Alfredo Madrid NOTARY PUBLIC.
Month / Date / Year (insert name and title of the officer)

personally appeared Scott Coler & Mark Mullin,
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 Alfredo Madrid (Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in the California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not required the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- State of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgement is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Page 28

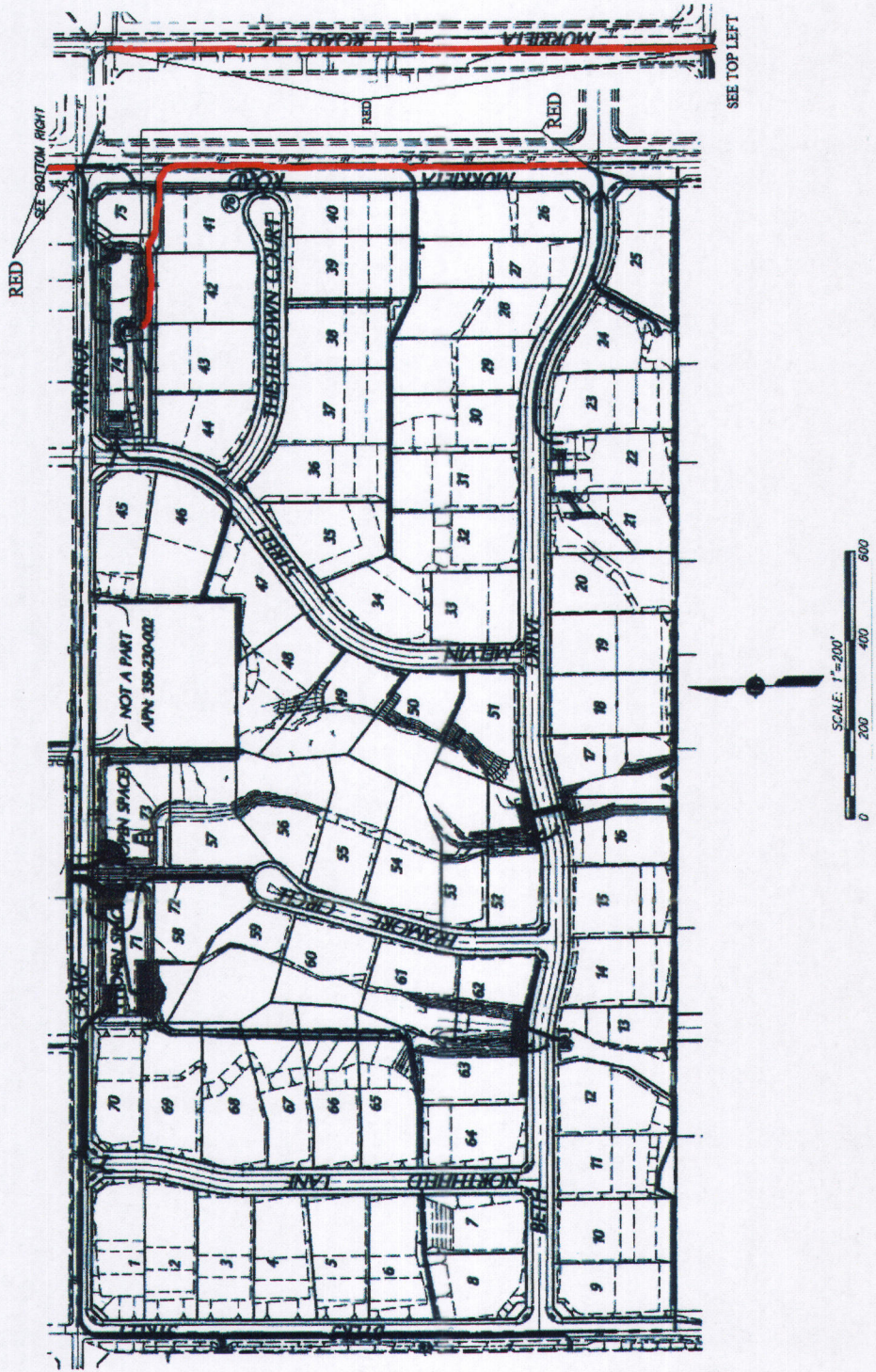
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

Exhibit A



AMENDED AND RESTATED COOPERATIVE AGREEMENT
Menifee – Hawthorne Avenue Storm Drain, Stage 2
Menifee Valley – Craig Avenue Storm Drain, Stage 2
Project Nos. 4-0-00163 and 4-0-00396
(Tract No. 29636)
Page 1 of 1

Exhibit B

LEGAL DESCRIPTION

PARCEL "A"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN LOT 71 OF TRACT MAP NO. 29636, FILED IN BOOK 423, PAGE 87 THROUGH 93, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, LYING WITHIN SECTION 8, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 72 IF SAID TRACT MAP AND THE SOUTHERLY RIGHT OF WAY LINE OF CRAIG AVENUE HAVING A SOUTHERLY HALF WIDTH OF 30.00 FEET, AS SHOWN ON SAID TRACT MAP, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 71;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89° 51' 43" WEST A DISTANCE OF 37.72 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE AND PARALLEL WITH SAID EASTERLY LINE SOUTH 00° 08' 17" WEST A DISTANCE OF 25.06 FEET;

THENCE SOUTH 88° 20 '47" EAST A DISTANCE OF 37.73 FEET, TO AFOREMENTIONED EASTERLY LINE OF LOT 71;

THENCE ALONG SAID EASTERY LINE NORTH 00° 08' 17" EAST A DISTANCE OF 26.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.0222 ACRES, 963.96 SQUARE FEET, MORE OR LESS

Exhibit C



AMENDED AND RESTATED COOPERATIVE AGREEMENT
Menifee – Hawthorne Avenue Storm Drain, Stage 2
Menifee Valley – Craig Avenue Storm Drain, Stage 2
Project Nos. 4-0-00163 and 4-0-00396
(Tract No. 29636)
Page 1 of 1

Exhibit D

