

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 9/21/15

Departmental Concurrence

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

403A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 August 31, 2015

SUBJECT: Approval of the Cooperative Agreement for Temecula Creek – Monte Verde Road Storm Drain, Temecula Creek – Barmetta Lane Storm Drain and Morgan Valley Wash, Stage 2 (Tract No. 31597. District 3; [\$0])

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), and LS Terracina, LLC (Developer); and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

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

Budget Adjustment: No
For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: October 20, 2015
 xc: Transp., Flood

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

(Companion Item 11-3)

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

Prev. Agn. Ref.:

District: 3

Agenda Number:

3-32

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Cooperative Agreement for Temecula Creek – Monte Verde Road Storm Drain, Temecula Creek – Barmetta Lane Storm Drain and Morgan Valley Wash, Stage 2 (Tract No. 31597. District 3; [\$0]

DATE: August 31, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 31597, are to be constructed by the Developer and inspected, operated, and maintained by the District and the County.

The 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, riprap outlet structure, and three maintenance access roads. The County of Riverside Transportation Department (Transportation Department) will assume ownership and responsibility for the operation and maintenance of 1) a 48-inch storm drain culvert and two 7' by 10' reinforced concrete boxes and 2) the project's associated catch basins, inlets, laterals, and connector pipes that are 36 inches or less in diameter located within Transportation Department rights-of-way. County Service Area 143 (CSA 143), under the County of Riverside Economic Development Agency's management, will assume ownership and responsibility for the operation and maintenance of 1) the channel, emergency spillways, and four detention basins and 2) the project's associated catch basins, inlets, laterals, and connector pipes that are 36 inches or less in diameter located within CSA 143 rights-of-way. The Developer will retain ownership and assume operation and maintenance responsibility for a certain storm drain system located within privately held rights-of-way.

County Counsel has approved the Agreement as to legal form. Companion items appear on the Board Agenda (District and EDA) this same date.

Impact on Residents and Businesses

Construction of these drainage improvements will provide flood protection and drainage improvements for the future residents of Tract No. 31597. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

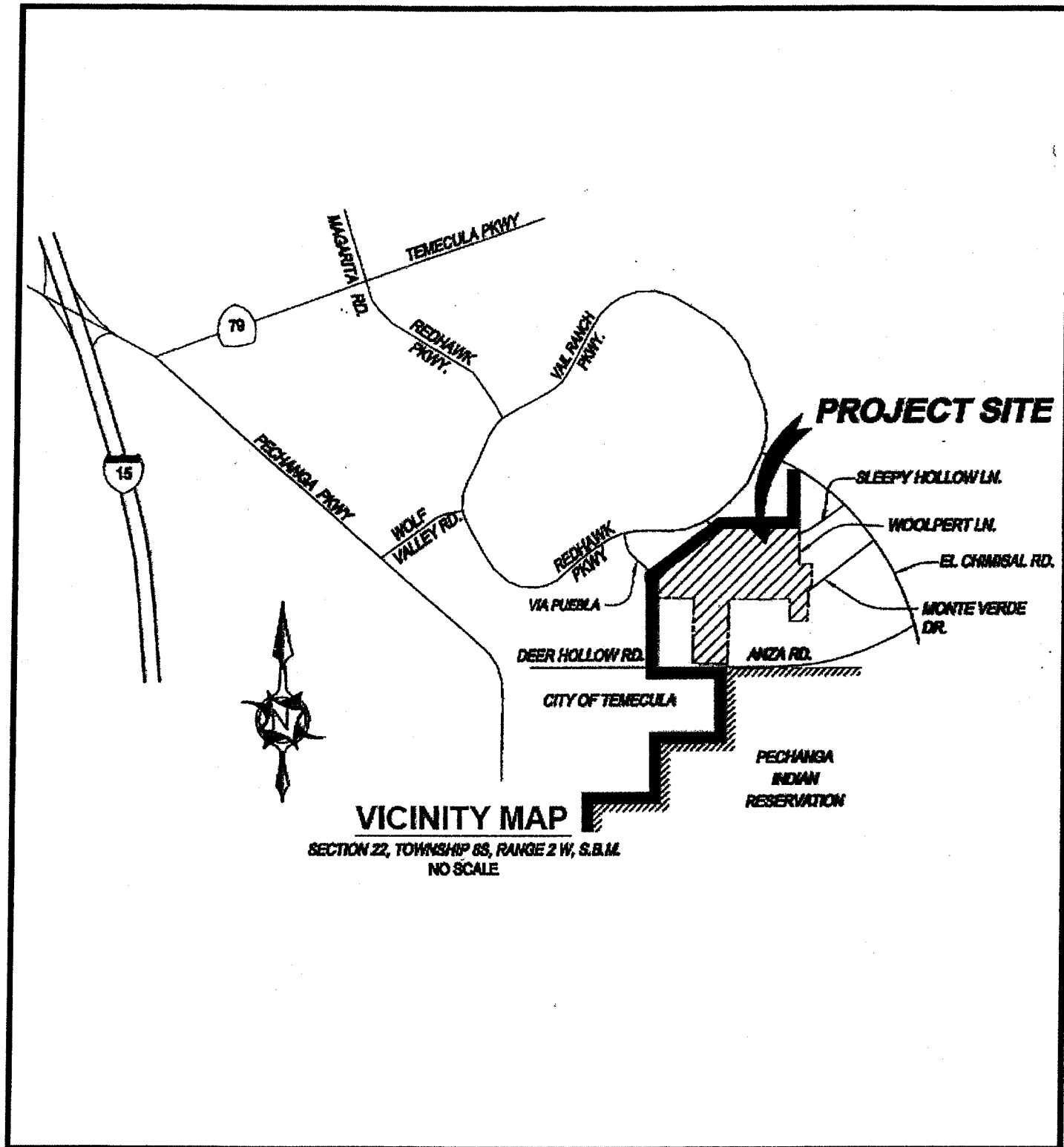
SUPPLEMENTAL:

Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the facilities within Transportation Department rights-of-way will accrue to the Transportation Department. Future operation and maintenance costs of District flood control facilities will accrue to the District. Future operation and maintenance costs of County Service Area (CSA 143) facilities will accrue to CSA 143.

ATTACHMENTS:

Vicinity Map
Cooperative Agreement with Exhibits A, B, & C



COOPERATIVE AGREEMENT

Temecula Creek – Monte Verde Road Storm Drain

Temecula Creek – Barmetta Lane Storm Drain

Morgan Valley Wash, Stage 2

Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059

Tract No. 31597

Page 1 of 1

COPY

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COOPERATIVE AGREEMENT
Temecula Creek – Monte Verde Road Storm Drain
Temecula Creek – Barmetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
Tract No. 31597

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the County of Riverside, hereinafter called "COUNTY", on behalf of its Transportation Department, hereinafter called "TRANSPORTATION", and also acting by and through its County Services Area 143, hereinafter called "CSA 143", and LS Terracina, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 31597, located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 31597, 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. 31597 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 Nos. 7-0534 and 7-0535, include:

1. Approximately 345 lineal feet of 54-inch reinforced concrete pipe, approximately 275 lineal feet of 48-inch reinforced concrete pipe, and approximately 176 lineal feet of 42-inch reinforced concrete pipe and a riprap energy dissipater, hereinafter called "LINE A";

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- 2. Approximately 455 lineal feet of 42-inch reinforced concrete pipe, hereinafter called "LINE G";
- 3. A 12-foot-wide maintenance access road with turnaround and concrete apron at approximate Station 10+13.06 to Station 10+93.14, a 12-foot-wide maintenance access road with turnaround at approximate Station 18+46.49 to Station 19+25.32, and a 12-foot-wide maintenance access road with turnaround, concrete apron, wing walls, and a riprap outlet structure at approximate Station 35+74.32 to Station 37+29.32 as shown on District Drawing No. 7-0535, hereinafter collectively called "DISTRICT'S ACCESS ROADS" and shown in concept in red on Exhibit "B". Together LINE A, LINE G, and DISTRICT'S ACCESS ROADS are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of (i) approximately 569 lineal feet of 48-inch reinforced concrete pipe, 90 lineal feet of 7' by 10 feet reinforced concrete box, and 121 lineal feet of 7 feet by 10 feet reinforced concrete box located within street right of way, hereinafter called "DRAINAGE FACILITY"; and (ii) certain catch basins, inlets, laterals, and connector pipes that are 36 inches or less in diameter located within TRANSPORTATION held rights of way, hereinafter called "APPURTENANCES". Together DRAINAGE FACILITY and APPURTENANCES are hereinafter called "TRANSPORTATION FACILITIES"; and

E. Also associated with the construction of DISTRICT FACILITIES is the construction of (i) approximately 231 lineal feet of 18-inch reinforced concrete pipe, approximately 26 lineal feet of 24-inch reinforced concrete pipe, approximately 231 lineal feet

1 of 30-inch reinforced concrete pipe, and approximately 200 lineal feet of 36-inch reinforced
2 concrete pipe and its associated riprap energy dissipaters, emergency spillways, and four (4)
3 detention basins, hereinafter called "CSA 143 DRAINAGE FACILITIES"; (ii) approximately
4 2,430 lineal feet of unlined trap channel, hereinafter called "CHANNEL"; and (iii) certain catch
5 basins, inlets, laterals and connector pipes that are 36 inches or less in diameter located within
6 CSA 143 held rights of way, hereinafter called "CSA 143 APPURTENANCES". Together
7 CSA 143 DRAINAGE FACILITIES, CHANNEL and CSA 143 APPURTENANCES are
8 hereinafter called "CSA 143 FACILITIES". At its downstream terminus, CHANNEL connects
9 to TRANSPORTATION'S existing 5 feet by 10 feet reinforced concrete box; and
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11 F. Also associated with the construction of DISTRICT FACILITIES is the
12 construction of approximately 32 lineal feet of reinforced concrete pipe located underneath a
13 private driveway, hereinafter called "PRIVATELY OWNED/MAINTAINED FACILITY"; and
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15 G. Altogether, DISTRICT FACILITIES, TRANSPORTATION FACILITIES,
16 CSA 143 FACILITIES and PRIVATELY OWNED/MAINTAINED FACILITY are hereinafter
17 called "PROJECT"; and
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19 H. On or about March 4, 2015, DISTRICT and DEVELOPER entered into a
20 Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct LINE G.
21 Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced
22 construction of LINE G, which consists of approximately 455 lineal feet of 42-inch reinforced
23 concrete pipe; and

24 I. DEVELOPER, TRANSPORTATION and CSA 143 desire DISTRICT to
25 accept ownership and responsibility for the operation and maintenance of DISTRICT
26 FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER'S plans and
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1 specifications for PROJECT and subsequently inspect the construction of DISTRICT
2 FACILITIES; and

3 J. DEVELOPER, DISTRICT and CSA 143 desire TRANSPORTATION to
4 accept ownership and responsibility for the operation and maintenance of
5 TRANSPORTATION FACILITIES. Therefore, TRANSPORTATION must review and
6 approve DEVELOPER'S plans and specifications for PROJECT and subsequently inspect the
7 construction of TRANSPORTATION FACILITIES.
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9 K. DEVELOPER, DISTRICT and TRANSPORTATION desire CSA 143 to
10 accept ownership and responsibility for the operation and maintenance of CSA 143
11 FACILITIES. Therefore, CSA 143 must review and approve DEVELOPER'S plans and
12 specifications for PROJECT and subsequently inspect the construction of CSA 143
13 FACILITIES.
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15 L. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
16 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii)
17 accept ownership and responsibility for the operation and maintenance of DISTRICT
18 FACILITIES, provided DEVELOPER (i) complies with this Agreement, (ii) constructs
19 PROJECT in accordance with DISTRICT, TRANSPORTATION and CSA 143 approved plans
20 and specifications, (iii) obtains and conveys to DISTRICT all rights of way necessary for the
21 inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, and (iv)
22 accepts ownership and responsibility for the operation and maintenance of PROJECT following
23 completion of PROJECT construction until such time as DISTRICT accepts ownership and
24 responsibility for the operation and maintenance of DISTRICT FACILITIES; and
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26 M. TRANSPORTATION is willing to (i) review and approve DEVELOPER'S
27 plans and specifications for PROJECT, (ii) inspect the construction of TRANSPORTATION
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1 FACILITIES, (iii) accept and hold faithful performance and payment bonds submitted by
2 DEVELOPER for DISTRICT FACILITIES, iv) consent to the recordation and conveyance of
3 Irrevocable Offer(s) of Dedication furnished by DEVELOPER as provided herein, (v) grant
4 DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within
5 TRANSPORTATION rights of way, and (vi) accept ownership and responsibility for the
6 operation and maintenance of TRANSPORTATION FACILITIES, provided PROJECT is
7 constructed in accordance with plans and specifications approved by DISTRICT, CSA 143 and
8 TRANSPORTATION.
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10 N. CSA 143 is willing to (i) review and approve DEVELOPER'S plans and
11 specifications for PROJECT, (ii) inspect the construction of CSA 143 FACILITIES, (iii) grant
12 DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CSA 143
13 rights of way, and (iv) accept ownership and responsibility for the operation and maintenance
14 of CSA 143 FACILITIES, provided PROJECT is constructed in accordance with plans and
15 specifications approved by DISTRICT, TRANSPORTATION and CSA 143.
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17 NOW, THEREFORE, the parties hereto mutually agree as follows:

18 SECTION I

19 DEVELOPER shall:

20
21 1. Prepare PROJECT plans and specifications, hereinafter called
22 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT, TRANSPORTATION
23 and CSA 143 standards, and submit to DISTRICT, TRANSPORTATION and CSA 143 for
24 their review and approval.

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

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

9 4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-
10 time cash sum of twenty-eight thousand five hundred dollars (\$28,500), the amount agreed
11 upon to cover DISTRICT'S estimated cost to operate and maintain DISTRICT FACILITIES for
12 a period of ten (10) years (Zone 7 - Maintenance Trust Fund) commencing upon DISTRICT'S
13 acceptance of DISTRICT FACILITIES as complete for ownership, operation and maintenance.

14 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
15 permits and rights of entry as may be needed for the construction, inspection, operation and
16 maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time
17 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.
18 or not less than twenty (20) days prior to recordation of the final map for Tract No. 31597 or
19 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having
20 secured such necessary licenses, agreements, permits and rights of entry, as determined and
21 approved by DISTRICT.

22 6. Prior to commencing PROJECT construction, furnish DISTRICT with
23 copies of all permits, approvals or agreements required by any federal, state or local resource
24 and/or regulatory agency for the construction, operation and maintenance of DISTRICT
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1 FACILITIES. Such documents include but are not limited to those issued by the U.S. Army
2 Corps of Engineers, California Regional Water Quality Control Board, California State
3 Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside
4 County Regional Conservation Authority.
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6 7. Provide TRANSPORTATION, at the time of providing written notice to
7 DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20)
8 days prior to recordation of the final map for Tract No. 31597 or any phase thereof, whichever
9 occurs first, with faithful performance and payment bonds, each in the amount of one hundred
10 percent (100%) of the estimated cost for construction of DISTRICT FACILITIES as
11 determined by DISTRICT. The surety, amount and form of the bonds shall be subject to
12 approval of DISTRICT and TRANSPORTATION. The bonds shall remain in full force and
13 effect until DISTRICT FACILITIES are accepted by DISTRICT as complete, at which time the
14 bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee
15 against any defective work, labor or materials.
16

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

23 9. Grant DISTRICT, TRANSPORTATION and CSA 143, by execution of
24 this Agreement, the right to enter upon DEVELOPER'S property where necessary and
25 convenient for the purpose of gaining access to and performing inspection service for the
26 construction of PROJECT as set forth herein.
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1 10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
2 Section), at the time of providing written notice to DISTRICT of the start of construction as set
3 forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map
4 for Tract No. 31597, with duly executed Irrevocable Offers(s) of Dedication to the public for
5 flood control and drainage purposes, including ingress and egress, for the rights of way deemed
6 necessary by DISTRICT for the construction, inspection, operation and maintenance of
7 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved
8 by DISTRICT and shall be executed by all legal and equitable owners of the property described
9 in the offer(s).
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11 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
12 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than
13 thirty (30) days prior to date of submission of all the property described in the Irrevocable
14 Offer(s) of Dedication.
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16 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT
17 of the start of construction as set forth in Section I.8., with a complete list of all contractors and
18 subcontractors to be performing work on DISTRICT FACILITIES, including the
19 corresponding license number and license classification of each. At such time, DEVELOPER
20 shall further identify in writing its designated superintendent for DISTRICT FACILITIES
21 construction.
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23 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT
24 of the start of construction as set forth in Section I.8., a construction schedule which shall show
25 the order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out
26 the various parts of work, including estimated start and completion dates. As construction of
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1 DISTRICT FACILITIES progresses, DEVELOPER shall update said construction schedule as
2 requested by DISTRICT.

3 14. Furnish DISTRICT with final mylar plans for DISTRICT FACILITIES
4 and assign their ownership to DISTRICT prior to the start on any portion of PROJECT
5 construction.

6 15. Not permit any change to, or modification of, DISTRICT,
7 TRANSPORTATION and CSA 143 approved IMPROVEMENT PLANS without the prior
8 written permission and consent of DISTRICT, TRANSPORTATION and CSA 143.

9 16. Comply with all Cal/OSHA safety regulations including regulations
10 concerning confined space and maintain a safe working environment for DEVELOPER,
11 DISTRICT, TRANSPORTATION and CSA 143 employees on the site.

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

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

23 19. Commencing on the date notice is given pursuant to Section I.8., and
24 continuing until DISTRICT accepts DISTRICT FACILITIES for operation and maintenance:
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1 A. Provide and maintain or cause its contractor(s) to provide and
2 maintain comprehensive liability insurance coverage, which shall
3 protect DEVELOPER from claim from damages for personal injury,
4 including accidental and wrongful death, as well as from claims for
5 property damage that may arise from DEVELOPER'S construction
6 of PROJECT or the performance of its obligations hereunder,
7 whether such construction or performance be by DEVELOPER, by
8 any of its contractors, subcontractors, or by anyone employed
9 directly or indirectly by any of them. Such insurance shall name
10 DISTRICT and COUNTY as additional insureds with respect to this
11 Agreement and the obligations of DEVELOPER hereunder. Such
12 insurance shall provide for limits of not less than two million dollars
13 (\$2,000,000) per occurrence.

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16 B. Cause its insurance carrier(s) or its contractor's insurance carrier(s),
17 who shall be authorized by the California Department of Insurance
18 to transact the business of insurance in the State of California, to
19 furnish DISTRICT and COUNTY, at the time of providing written
20 notice to DISTRICT of the start of construction as set forth in
21 Section I.8., with certificate(s) of insurance and applicable policy
22 endorsements showing that such insurance is in full force and effect
23 and that DISTRICT and COUNTY are named as additional insureds
24 with respect to this Agreement and the obligations of DEVELOPER
25 hereunder. Further, said certificate(s) shall state that the issuing
26 company shall give DISTRICT and COUNTY sixty (60) days
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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 of any such cancellation, termination, non-renewal or reduction in 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 Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

20. Construct or cause to be constructed PROJECT at DEVELOPER'S sole cost and expense in accordance with DISTRICT, TRANSPORTATION and CSA 143 approved IMPROVEMENT PLANS.

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Development Review Section), TRANSPORTATION and CSA 143 with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT FACILITIES, TRANSPORTATION conduct a final inspection of TRANSPORTATION FACILITIES and CSA 143 conduct a final inspection of CSA 143 FACILITIES.

22. Upon completion of PROJECT construction, and upon acceptance by TRANSPORTATION of all street rights of way, and upon acceptance by CSA 143 of all rights of way deemed necessary by DISTRICT, TRANSPORTATION and CSA 143 for the operation

1 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES
2 for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the
3 flood control easement(s), including ingress and egress, for the rights of way as shown in
4 concept cross-hatched in blue on Exhibit "C" attached hereto and made a part hereof.
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6 23. At the time of recordation of the conveyance document(s), as set forth in
7 Section I.22., furnish DISTRICT with policies of title insurance, each in the amount of not less
8 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
9 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
10 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to
11 DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all
12 liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and
13 accept those which, in the sole discretion of DISTRICT, are acceptable.
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15 24. Accept ownership and sole responsibility for the operation and
16 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility
17 for operation and maintenance of DISTRICT FACILITIES; TRANSPORTATION accepts
18 ownership and responsibility for operation and maintenance of TRANSPORTATION
19 FACILITIES; and CSA 143 accepts ownership and responsibility for operation and
20 maintenance of CSA 143 FACILITIES. Further, it is mutually understood by the parties hereto
21 that prior to DISTRICT acceptance of ownership and responsibility for the operation and
22 maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily
23 maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and
24 in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable
25 condition, corrections shall be made at sole expense of DEVELOPER.
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1 25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
2 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
3 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees
4 shall be computed as costs and included in any judgment rendered.
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6 26. Upon completion of PROJECT construction but prior to DISTRICT
7 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or
8 cause its civil engineer of record or construction civil engineer of record, duly registered in the
9 State of California, to provide DISTRICT with a redlined "record drawings" copy of
10 engineering plans for DISTRICT FACILITIES. After DISTRICT approval of the redlined
11 "record drawings", DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer
12 the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the
13 DEVELOPER'S engineer shall review, stamp and sign the original DISTRICT FACILITIES
14 engineering plans "record drawings".
15

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

22 SECTION II

23 DISTRICT shall:

- 24 1. Review and approve IMPROVEMENT PLANS prior to the start of
25 PROJECT construction.
- 26 2. Provide TRANSPORTATION and CSA 143 an opportunity to review and
27 approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.
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3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

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

5. Inspect construction of DISTRICT FACILITIES.

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

7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) days after DISTRICT acceptance of DISTRICT 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 inspection of DISTRICT FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT FACILITIES plans, as set forth in Section I.26., (iv) recordation of all conveyance documents described in Section I.22., (v) TRANSPORTATION acceptance of TRANSPORTATION FACILITIES for ownership, operation, and maintenance, (vi) CSA 143 acceptance of CSA 143 FACILITIES for ownership, operation, and maintenance, and (vii) DISTRICT'S sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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9. Provide TRANSPORTATION and CSA 143 with a reproducible duplicate copy of "record drawings" DISTRICT FACILITIES plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

SECTION III

TRANSPORTATION shall:

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

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

3. Inspect TRANSPORTATION FACILITIES construction.

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

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

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

1 within CSA 143 rights of way which must be performed at such time(s) that the finished grade
2 along and above the underground portions of DISTRICT FACILITIES are improved, repaired,
3 replaced or changed. It being further understood and agreed that any such adjustments shall be
4 performed at no cost to DISTRICT.
5

6 SECTION V

7 It is further mutually agreed:

8 1. DISTRICT shall assume no responsibility, obligation or liability
9 whatsoever for (i) the design, construction, operation or maintenance of the CHANNEL; or (ii)
10 any damage caused by DISTRICT'S normal and customary operation and maintenance
11 activities to CHANNEL.
12

13 2. All work involved with DISTRICT FACILITIES shall be inspected by
14 DISTRICT and shall not be deemed complete until approved and accepted in writing as
15 complete by DISTRICT.

16 3. TRANSPORTATION, CSA 143 and DEVELOPER personnel may
17 observe and inspect all work being done on DISTRICT FACILITIES, but shall provide any
18 comments to DISTRICT personnel who shall be solely responsible for all quality control
19 communications with DEVELOPER'S contractor(s) during the construction of PROJECT.
20

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

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

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

17
18 In the event DEVELOPER wishes to expedite issuance of a Notice to
19 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
20 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
21 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
22 approval. DISTRICT shall review the individual's qualifications and experience and, upon
23 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be
24 authorized to act on DISTRICT'S behalf on all DISTRICT FACILITIES construction and
25 quality control matters. If DEVELOPER'S initial construction inspection deposit furnished
26 pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to
27 DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within
28

1 forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum
2 balance of ten thousand dollars (\$10,000) shall be retained on account.

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

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

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

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

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

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

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

1 9. DEVELOPER for itself, its successors and assigns hereby releases
2 DISTRICT, TRANSPORTATION and CSA 143, their respective officers, agents, and
3 employees from any and all claims, demands, actions or suits of any kind arising out of any
4 liability, known or unknown, present or future, including, but not limited to any claim or
5 liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the
6 Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks
7 to impose any other liability or damage whatsoever for damage caused by the discharge of
8 drainage within or from PROJECT. Nothing contained herein shall constitute a release by
9 DEVELOPER of DISTRICT, TRANSPORTATION or CSA 143, their officers, agents and
10 employees from any and all claims, demands, actions or suits of any kind arising out of any
11 liability, known or unknown, present or future, for the negligent maintenance of DISTRICT
12 FACILITIES, TRANSPORTATION FACILITIES and CSA 143 FACILITIES, after the
13 acceptance of DISTRICT FACILITIES, TRANSPORTATION FACILITIES and CSA 143
14 FACILITIES by DISTRICT, TRANSPORTATION and CSA 143, respectively.
15

16 10. Any waiver by DISTRICT, TRANSPORTATION or CSA 143 of any
17 breach of any one or more of the terms of this Agreement shall not be construed to be a waiver
18 of any subsequent or other breach of the same or of any other term hereof. Failure on the part
19 of DISTRICT, TRANSPORTATION or CSA 143 to require exact, full and complete
20 compliance with any terms of this Agreement shall not be construed as, in any manner,
21 changing the terms hereof or estopping DISTRICT, TRANSPORTATION or CSA 143 from
22 enforcement hereof.
23

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

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

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

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

11 COUNTY SERVICES AREA 143
12 Post Office Box 1180
13 Riverside, CA 92502-1180
14 Attn: Riverside County Economic Development Agency
15 Community Services Division
16 Bill Brown

LS TERRACINA, LLC
355 E. Rincon Street, Suite 300
Corona, CA 92876
Attn: Stephanie Fabbri Carter

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

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

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

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

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

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

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By WARREN D. WILLIAMS
General Manager-Chief Engineer

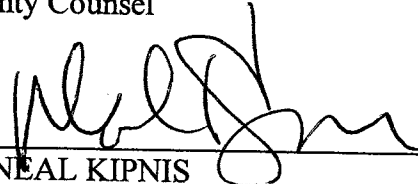
By MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy


(SEAL)

Cooperative Agreement for
Temecula Creek – Monte Verde Road Storm Drain
Temecula Creek – Barmetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Tract No. 31597
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
06/24/15
AMR:blm

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
JUAN C. PEREZ
Director of Transportation
and Land Management

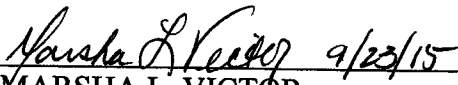
By _____
MARION ASHLEY, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
MARSHA L. VICTOR
Principal Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement for
Temecula Creek – Monte Verde Road Storm Drain
Temecula Creek – Barmetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Tract No. 31597
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
06/25/15
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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By _____
ROBERT FIELD
Assistant County Executive Officer
Economic Development Agency

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 *Marsha L. Victor 9/23/15*
MARSHA L. VICTOR
Principal Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement for
Temecula Creek – Monte Verde Road Storm Drain
Temecula Creek – Barmetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Tract No. 31597
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
06/25/15
AMR:blm

Exhibit A

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

PARCEL A: (917-310-033-9 AND 917-310-037-3)

PARCEL 1, TOGETHER WITH THE WEST 41.40 FEET OF PARCEL 2 OF PARCEL MAP NO. 18681, AS FILED IN BOOK 113, PAGE 78 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (917-310-004-03)

PARCEL 3 OF PARCEL MAP NO. 18681, AS FILED IN BOOK 113, PAGE 78 OR PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C: (917-310-036-2)

PARCEL 2 OF PARCEL MAP NO. 18681, AS FILED IN BOOK 113 AT PAGE 78 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE WEST 41.40 FEET.

PARCEL D: (917-310-0007-6)

PARCEL 2 OF PARCEL MAP NO. 17822, AS FILED IN BOOK 102, PAGE 36 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL E: (917-310-018-6, 917-310-019-7, 917-310-020-7 AND 917-310-021-8)

PARCELS 1 THROUGH 4 OR PARCEL MAP NO. 20856, AS FILED IN BOOK 132 PAGE 70 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

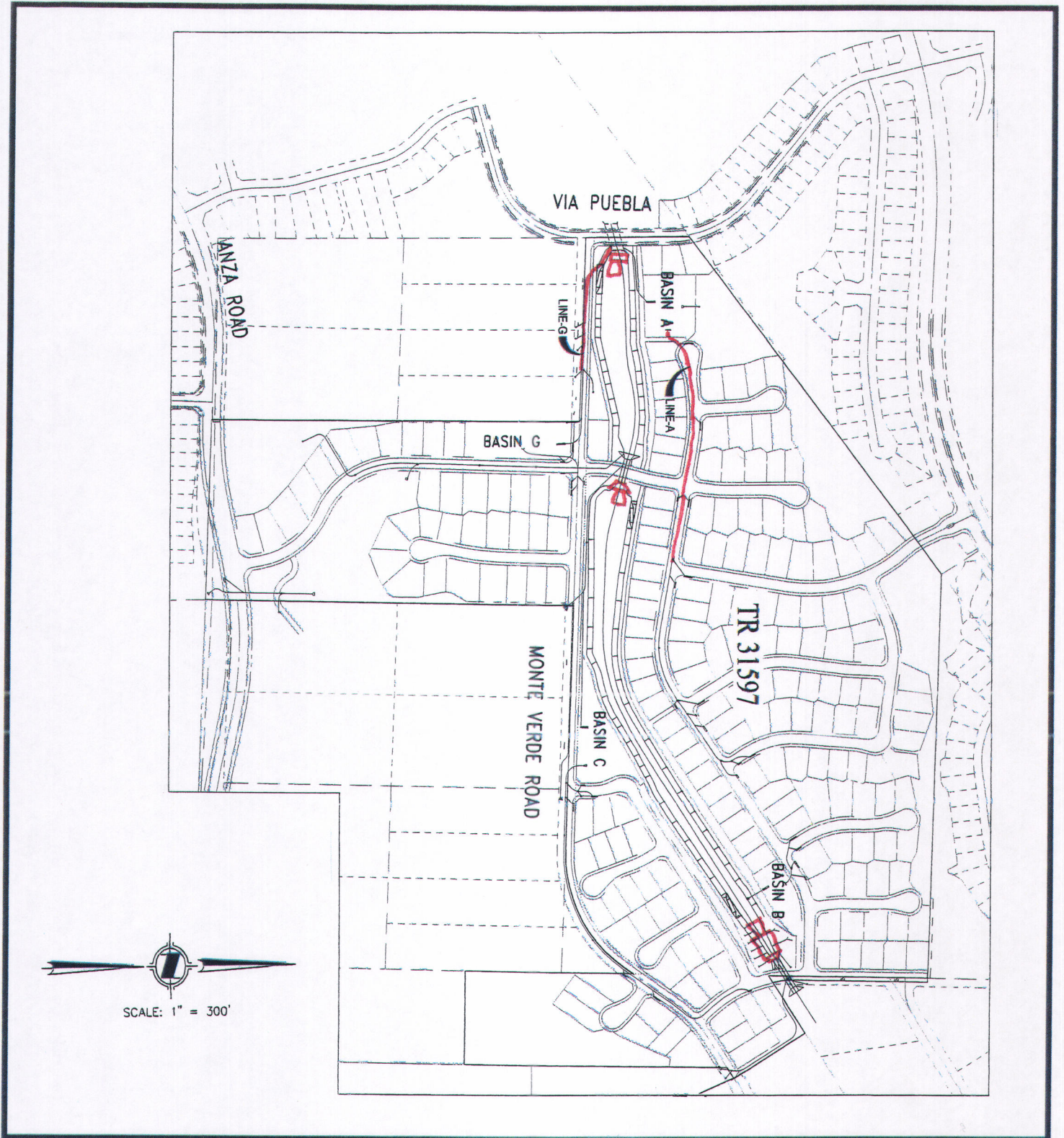
PARCEL F: (917-260-036-8 AND 917-260-040-1)

PARCEL 1 OF PARCEL MAP NO. 17332, AS FILED IN BOOK 103, PAGE 18 OR PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL G: (917-260-041-2)

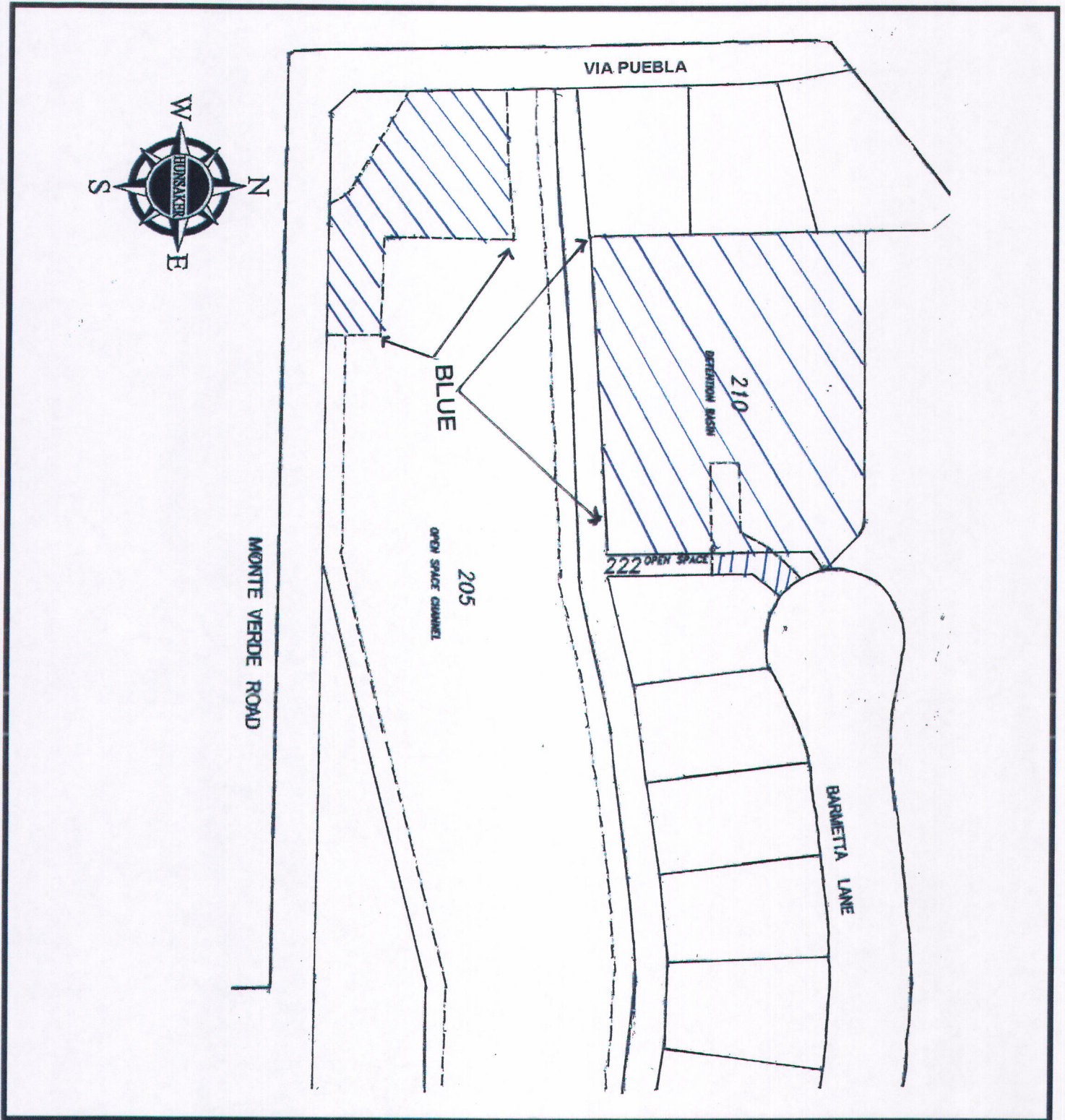
PARCEL 1 OF PARCEL MAP 14825, AS SHOWN BY MAP ON FILE IN BOOK 78 PAGE(S) 25, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Exhibit B



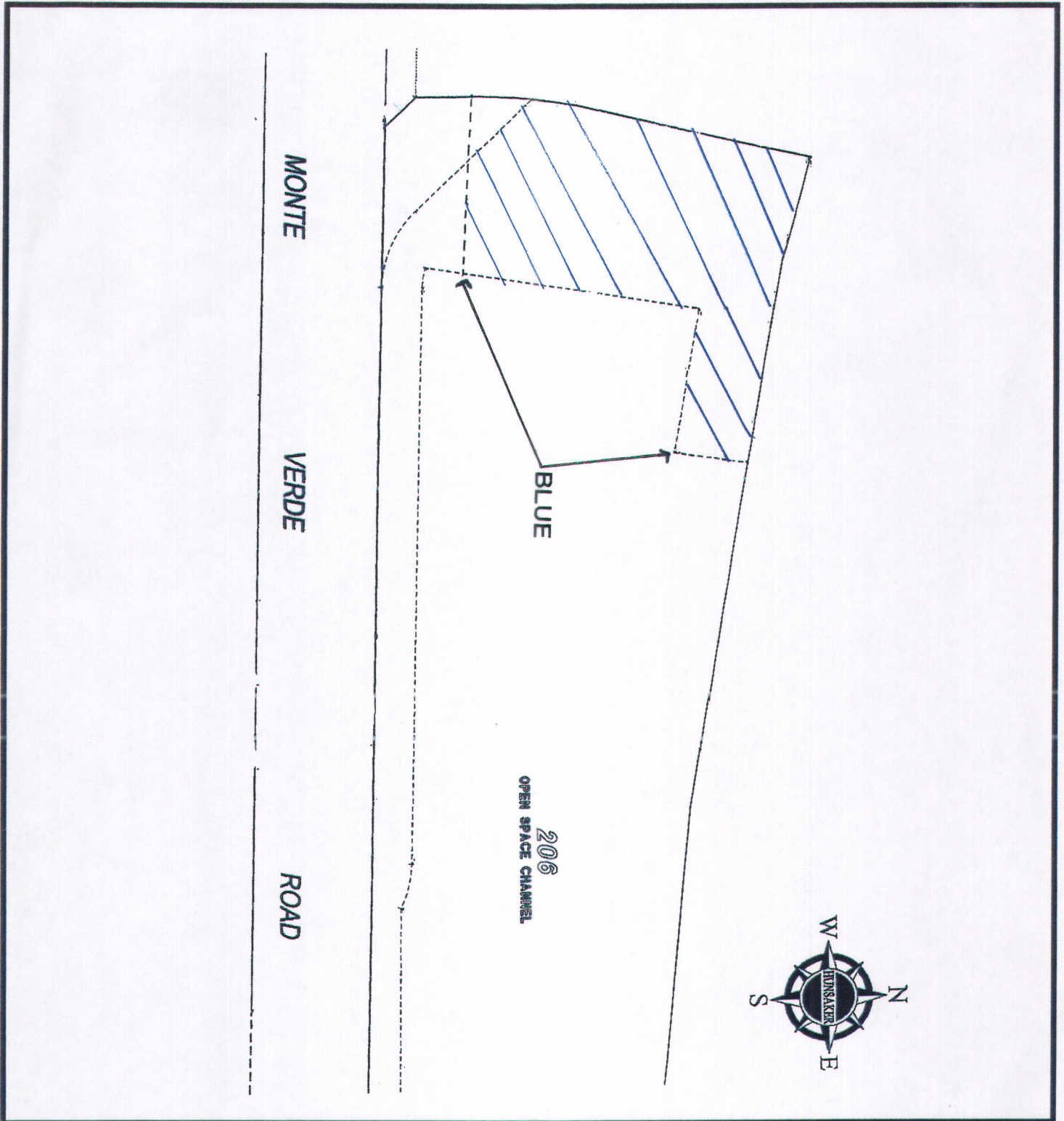
Cooperative Agreement
Temescal Creek - Monte Verde Road Storm Drain
Temecula Creek - Barmetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
Tract No. 31597
1 of 1

Exhibit C



Cooperative Agreement
Temecula Creek – Monte Verde Road Storm Drain
Temecula Creek – Barnetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
Tract No. 31597
1 of 2

Exhibit C



Cooperative Agreement
Temecula Creek – Monte Verde Road Storm Drain
Temecula Creek – Barmetta Lane Storm Drain
Morgan Valley Wash, Stage 2
Project Nos. 7-0-00417, 7-0-00418 and 7-0-00059
Tract No. 31597
2 of 2