

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



ITEM  
3.40  
(ID # 3099)

**MEETING DATE:**

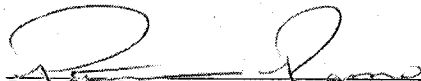
Tuesday, January 17, 2017

**FROM:** TLMA-TRANSPORTATION:

**SUBJECT:** TLMA/TRANSPORTATION: Approval of the Cooperative Agreement between the County of Riverside, Riverside County Flood Control and Water Conservation District, and Pardee Homes a California Corporation, for the Warm Springs Valley - Tierra Del Rey Storm Drain- Stage 1, the Warm Springs Valley - Calle Caprica Storm Drain- Stage 1, and the Warm Springs Valley - Thompson Road Storm Drain- Stage 4 Project Nos. 7-0-00228, 7-0-00227 and 7-0-00154 Tract No. 36536. 3rd District; [\$0]

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

1. Approve the Cooperative Agreement (Agreement) between the County of Riverside (County), Riverside County Flood Control and Water Conservation District (District), and Pardee Homes, a California Corporation (Developer) for the Warm Springs Valley - Tierra Del Rey Storm Drain- Stage 1, the Warm Springs Valley - Calle Caprica Storm Drain- Stage 1, and the Warm Springs Valley - Thompson Road Storm Drain- Stage 4 Project Nos. 7-0-00228, 7-0-00227 and 7-0-00154 Tract No. 36536; and
2. Authorize the Chairman of the Board to execute the Cooperative Agreement documents on behalf of the County of Riverside.

  
Patricia Romo, Director of Transportation 12/14/2016

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Developer Funded (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	N/A


**C.E.O. RECOMMENDATION:** Approve

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** January 17, 2017  
**xc:** Transp.

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy  
**3.40**

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

**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 Map 36536, are to be constructed by the Developer and inspected, operated and maintained by the County and District. This Agreement is necessary to formalize the transfer of necessary rights of way and to provide for the District construction and inspection of the referenced drainage facilities. Upon completion of the facility's construction, the District will assume ownership, operation and maintenance of the mainline storm drains that are over 36 inches in diameter. The County will assume ownership and responsibility for operation and maintenance of storm drain facilities that are 36 inches or less in diameter and the project's associated appurtenances, such as catch basins and connector pipes located within County right of way boundaries.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Flood Control and Water Conservation District (District) Board agenda this same date.

**Impact on Residents and Businesses**

The construction of these drainage improvements is a requirement of the development of Tract 36536. The principal beneficiaries are the future residents of the tract as well as the surrounding properties. Ancillary benefits will accrue to citizens who will utilize the tract and local roadways.

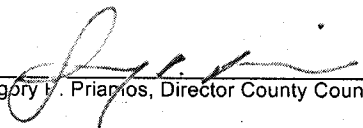
**SUPPLEMENTA:**

**Additional Fiscal Information**

The future operation and maintenance costs associated with the mainline storm drains that are greater than 36 inches in diameter will accrue to the District, and storm drain facilities that are 36 inches or less in diameter and associated appurtenances will accrue to the County. Developer is funding all construction and construction inspection costs.

**ATTACHMENTS:**

Vicinity Map  
Cooperative Agreement

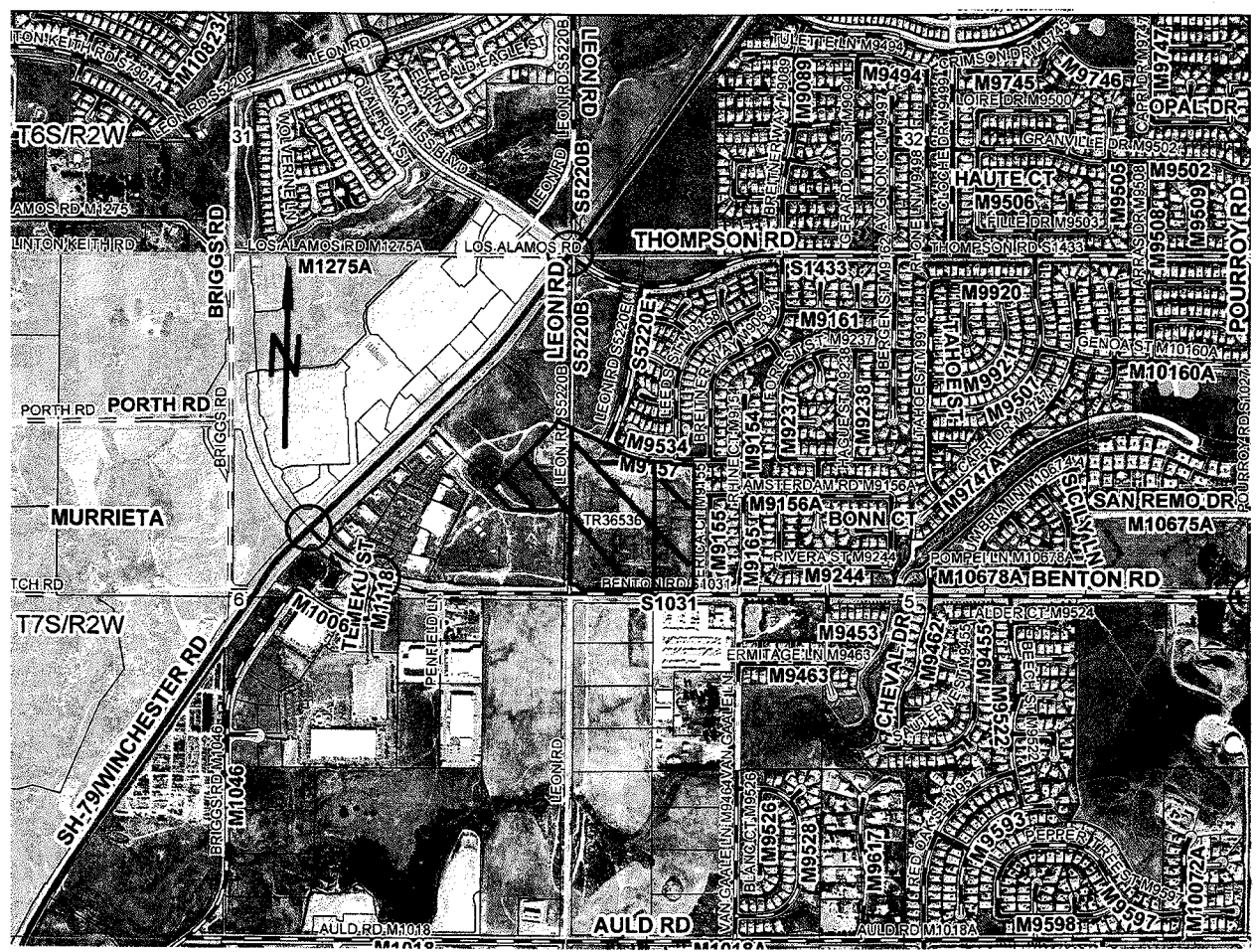
  
\_\_\_\_\_  
Gregory V. Priarios, Director County Counsel

12/19/2016

  
\_\_\_\_\_  
Marsha Victor

12/19/2016

# Vicinity Map



Cooperative Agreement  
 Warm Springs Valley – Tierra Del Rey Storm Drain  
 Warm Springs Valley – Calle Caprica Storm Drain  
 Warm Springs Valley – Thompson Road Storm Drain  
 Project Nos. 7-0-00228, 7-0-00227 and 7-0-00154  
 Tract No. 36536

COOPERATIVE AGREEMENT

Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
Project Nos. 7-0-00228, 7-0-00227, 7-0-00154  
Tract No. 36536

The Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), County of Riverside, a political subdivision of the State of California, ("COUNTY"), and Pardee Homes, a California corporation ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 36536 located in an unincorporated portion of Riverside County. As a condition of approval for Tract No. 36536, 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. 36536 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 7-0541, include construction of:

1. Approximately 45 lineal feet of reinforced concrete pipe storm drain system and associated energy dissipater outlet and concrete spillway ("TIERRA DEL REY STORM DRAIN"), as shown in concept in red on Exhibit "B" attached hereto and made a part hereof;
2. Approximately 1,100 lineal feet of reinforced concrete pipe storm drain system and associated riprap ("CALLE CAPRICA STORM DRAIN") as shown in concept in blue on Exhibit "B";
3. Approximately 400 lineal feet of parallel reinforced concrete pipe storm drain system ("THOMPSON ROAD STORM DRAIN"), as shown in concept in yellow on Exhibit "B";

1 Together, TIERRA DEL REY STORM DRAIN, CALLE CAPRICA  
2 STORM DRAIN, and THOMPSON ROAD STORM DRAIN are called "DISTRICT  
3 DRAINAGE FACILITIES"; and

4 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES  
5 is the construction of certain underground storm drain laterals that are 36 inches or less in  
6 diameter, inlets, catch basins, connector pipes and riprap located within COUNTY rights of way,  
7 called "APPURTENANCES"; and

8 E. Also associated with the construction of DISTRICT DRAINAGE  
9 FACILITIES is the construction of (i) a retention basin located within Lot 85 ("BASIN A"); and  
10 (ii) a detention basin located within Lot 86 ("BASIN B"). Together, BASIN A and BASIN B are  
11 called "DEVELOPER BASINS"; and

12 F. DEVELOPER BASINS are to be located within privately held easements or  
13 rights of way, and are to be initially owned and maintained by DEVELOPER and, subsequently,  
14 owned by the Home Owners' Association for Tract No. 36536 and maintained by the Home  
15 Owners' Association for Tract No. 36536 or via the anticipated formation of a maintenance  
16 Community Facilities District ("CFD"); and

17 G. Also associated with the construction of DISTRICT DRAINAGE  
18 FACILITIES is the construction of certain landscape features appurtenant to Lot 90  
19 ("DEVELOPER FEATURES") that are to be located within privately held easements or rights  
20 of way and which are to be initially owned and maintained by DEVELOPER and, subsequently,  
21 owned and maintained by the Home Owners' Association for Tract No. 36536; and

22 H. Altogether, DISTRICT DRAINAGE FACILITIES, APPURTENANCES,  
23 DEVELOPER BASINS and DEVELOPER FEATURES are called "PROJECT"; and

24 I. DEVELOPER and COUNTY desire DISTRICT to accept ownership and  
25 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.  
26 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for  
27 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;  
28 and

1 J. DEVELOPER and DISTRICT desire COUNTY to accept ownership and  
2 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY  
3 must review and approve DEVELOPER'S plans and specifications for PROJECT and  
4 subsequently inspect the construction of APPURTENANCES; and

5 K. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
6 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE  
7 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of  
8 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this  
9 Agreement, (b) pays DISTRICT the amount specified herein to cover DISTRICT'S plan review  
10 and construction inspection costs, (c) pays DISTRICT the amount specified herein to cover  
11 DISTRICT'S estimated cost to operate and maintain DISTRICT DRAINAGE FACILITIES for  
12 a period of ten (10) years commencing upon DISTRICT'S acceptance of DISTRICT  
13 DRAINAGE FACILITIES as complete for ownership, operation, and maintenance, (d)  
14 constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and  
15 specifications, (e) obtains and conveys to DISTRICT all rights of way necessary for the  
16 inspection, operation, and maintenance of DISTRICT DRAINAGE FACILITIES as set forth  
17 herein, and (f) accepts ownership and responsibility for the operation and maintenance of  
18 PROJECT following completion of PROJECT construction until such time as DISTRICT accepts  
19 ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE  
20 FACILITIES; and

21 L. COUNTY is willing to (i) review and approve DEVELOPER'S plans and  
22 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold  
23 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
24 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain  
25 DISTRICT DRAINAGE FACILITIES within COUNTY rights of way, (v) consent to the  
26 recordation and conveyance of the Irrevocable Offer(s) of Dedication furnished by  
27 DEVELOPER as provided herein, and (vi) accept ownership and responsibility for the operation  
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1 and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with  
2 plans and specifications approved by DISTRICT and COUNTY.

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

4 SECTION I

5 DEVELOPER shall:

6 1. Prepare PROJECT plans and specifications, hereinafter called  
7 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY  
8 standards, and submit to DISTRICT and COUNTY for their respective review and approval.

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

14 3. Deposit with DISTRICT (Attention: Business Office - Accounts  
15 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
16 construction as set forth in Section I.8. herein, the estimated cost of providing construction  
17 inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved  
18 by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,  
19 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE  
20 FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to  
21 exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as  
22 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE  
23 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

24 4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-  
25 time cash sum of fifteen thousand three hundred dollars (\$15,300), the amount agreed upon to  
26 cover DISTRICT'S estimated cost to operate and maintain DISTRICT DRAINAGE  
27 FACILITIES for a period of ten (10) years (Zone 7 - Maintenance Trust Fund) commencing upon  
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1 DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership,  
2 operation and maintenance.

3 5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
4 permits and rights of entry as may be needed for the construction, inspection, operation and  
5 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing  
6 written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less  
7 than twenty (20) days prior to recordation of the final map for Tract No. 36536 or any phase  
8 thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such  
9 necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary  
10 construction easements as determined and approved by DISTRICT.

11 6. Prior to commencing construction, furnish DISTRICT with copies of all  
12 permits, approvals or agreements required by any Federal, State or local resource and/or  
13 regulatory agency for the construction, operation and maintenance of DISTRICT DRAINAGE  
14 FACILITIES. Such documents include but are not limited to those issued by the U.S. Army  
15 Corps of Engineers, California Regional Water Quality Control Board, California State  
16 Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside  
17 County Regional Conservation Authority.

18 7. Grant DISTRICT and COUNTY, by execution of this Agreement, the right  
19 to enter upon DEVELOPER'S property where necessary and convenient for the purpose of  
20 gaining access to and performing inspection service for the construction of PROJECT as set forth  
21 herein.

22 8. Provide COUNTY, at the time of providing written notice to DISTRICT of  
23 the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to  
24 recordation of the final map for Tract No. 36536 or any phase thereof, whichever occurs first,  
25 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)  
26 of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by  
27 DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of  
28 DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT



1 DRAINAGE FACILITIES are accepted by DISTRICT and COUNTY as complete; at which time  
2 the bond amount may be reduced to five percent (5%) for a period of one year to guarantee  
3 against any defective work, labor or materials.

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

9 10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition  
10 Section), at the time of providing written notice to DISTRICT of the start of construction as set  
11 forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for  
12 Tract No. 36536 or any phase thereof, whichever occurs first, with duly executed Irrevocable  
13 Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress  
14 and egress, for the rights of way deemed necessary by DISTRICT for the construction,  
15 inspection, operation, and maintenance of DISTRICT DRAINAGE FACILITIES. The  
16 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be  
17 executed by all legal and equitable owners of the property described in the offer(s).

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

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

26 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
27 the start of construction as set forth in Section I.8., a construction schedule which shall show the  
28 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry on the

1 various parts of work, including estimated start and completion dates. As construction of  
2 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction  
3 schedule as requested by DISTRICT.

4 14. Furnish DISTRICT with a set of final Mylar plans for DISTRICT  
5 DRAINAGE FACILITIES and assign their ownership to DISTRICT prior to the start on any  
6 portion of PROJECT construction.

7 15. Not permit any change to or modification of DISTRICT and COUNTY  
8 approved IMPROVEMENT PLANS without the prior written permission and consent of  
9 DISTRICT and COUNTY.

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

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

20 18. DEVELOPER shall not commence operations until DISTRICT has been  
21 furnished with original certificate(s) of insurance and original certified copies of endorsements  
22 and if requested, certified original policies of insurance including all endorsements and any and  
23 all other attachments as required in this Section.

24 Without limiting or diminishing DEVELOPER'S obligation to indemnify or  
25 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,  
26 at its sole cost and expense, the following insurance coverage's during the term of this Agreement:  
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A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and COUNTY, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-

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owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

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

E. General Insurance Provisions – All Lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M.

1 BEST rating of not less than an A: VIII (A: 8) unless such  
2 requirements are waived, in writing, by the County Risk  
3 Manager. If the County Risk Manager waives a requirement for  
4 a particular insurer such waiver is only valid for that specific  
5 insurer and only for one policy term.

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

18 c. DEVELOPER shall cause their insurance carrier(s) to furnish  
19 DISTRICT with 1) a properly executed original certificate(s) of  
20 insurance and certified original copies of endorsements effecting  
21 coverage as required herein; and 2) if requested to do so orally  
22 or in writing by the County Risk Manager, provide original  
23 certified copies of policies including all endorsements and all  
24 attachments thereto, showing such insurance is in full force and  
25 effect. Further, said certificate(s) and policies of insurance shall  
26 contain the covenant of the insurance carrier(s) that a minimum  
27 of sixty (60) days written notice shall be given to the DISTRICT  
28 prior to any material modification, cancellation, expiration or

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reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- d. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. 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 of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits

1 of liability for the insurance coverages currently required herein,  
2 if, in the County Risk Manager's reasonable judgment, the  
3 amount or type of insurance carried by DEVELOPER has  
4 become inadequate.

5 f. DEVELOPER shall pass down the insurance obligations  
6 contained herein to all tiers of subcontractors working under this  
7 Agreement.

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

11 h. DEVELOPER agrees to notify DISTRICT of any claim by a  
12 third party or any incident or event that may give rise to a claim  
13 arising from the performance of this Agreement.

14 Failure to maintain the insurance required by this paragraph shall be deemed  
15 a material breach of this Agreement and shall authorize and constitute authority for DISTRICT,  
16 at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to  
17 perform its obligations hereunder, nor to accept responsibility for ownership, operation, and  
18 maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said  
19 breach of this Agreement.

20  
21 19. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole cost  
22 and expense, in accordance with DISTRICT and COUNTY approved IMPROVEMENT  
23 PLANS.

24 20. Within two (2) weeks of completing PROJECT construction, provide  
25 DISTRICT (Attention: Development Review Section) and COUNTY with written notice that  
26 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final  
27 inspection of DISTRICT DRAINAGE FACILITIES, COUNTY conduct a final inspection of  
28 PROJECT.

1                   21. Upon completion of PROJECT construction, and upon acceptance by  
2 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation  
3 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE  
4 FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to  
5 DISTRICT (i) the flood control easement(s) including ingress and egress, in a form approved by  
6 DISTRICT, to the rights of way as shown in concept in orange on Exhibit "C".

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

15                   23. Accept ownership and sole responsibility for the operation and maintenance  
16 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
17 and maintenance of DISTRICT DRAINAGE FACILITIES, COUNTY accepts ownership and  
18 responsibility for operation and maintenance of APPURTENANCES, the Home Owners'  
19 Association for Tract No. 36536 accepts ownership and responsibility for the operation and  
20 maintenance of DEVELOPER FEATURES, and the Home Owners' Association for Tract No.  
21 36536 or a future anticipated maintenance CFD accepts responsibility for the operation and  
22 maintenance of DEVELOPER BASINS. Further, it is mutually understood by the parties hereto  
23 that prior to DISTRICT acceptance of ownership and responsibility for the operation and  
24 maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES  
25 shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If,  
26 subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE  
27 FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of  
28 DEVELOPER.



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2           24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
3 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable  
4 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees  
5 shall be computed as costs and included in any judgment rendered.

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

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

19                               SECTION II

20           DISTRICT shall:

- 21           1. Review and approve IMPROVEMENT PLANS prior to the start of  
22 PROJECT construction.
- 23           2. Provide COUNTY an opportunity to review and approve IMPROVEMENT  
24 PLANS prior to DISTRICT'S final approval.
- 25           3. Upon execution of this Agreement, record or cause to be recorded, a copy  
26 of this Agreement in the Official Records of the Riverside County Recorder.
- 27           4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication  
28 provided by DEVELOPER pursuant to Section I.9.
5. Inspect DISTRICT DRAINAGE FACILITIES construction.

1  
2 6. Keep an accurate accounting of all DISTRICT costs associated with review  
3 and approval of IMPROVEMENT PLANS, the review and approval of right of way and  
4 conveyance documents and the processing and administration of this Agreement.

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

11 8. Accept ownership and sole responsibility for the operation and maintenance  
12 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT  
13 DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of  
14 DISTRICT DRAINAGE FACILITIES construction as being complete, (iii) DISTRICT receipt  
15 of stamped and signed "record drawings" of DISTRICT DRAINAGE FACILITIES plans, as set  
16 forth in Section I.24., (iv) recordation of all conveyance documents described in Section I.20.,  
17 (v) COUNTY acceptance of APPURTENANCES for ownership, operation, and maintenance,  
18 (and (vi) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a  
19 satisfactorily maintained condition.

20 9. Provide COUNTY with a reproducible duplicate copy of "record drawings"  
21 of DISTRICT DRAINAGE FACILITIES plans upon DISTRICT acceptance of PROJECT  
22 construction as being complete.

23 SECTION III

24 COUNTY shall:

25 1. Review IMPROVEMENT PLANS and approve when COUNTY has  
26 determined that such plans meet County standards and are found acceptable to COUNTY prior  
27 to the start of PROJECT construction.

28

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

4                   3.    Inspect PROJECT construction.

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

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

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

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

18                   8.    Not grant any occupancy permits for any units within any portion of Tract  
19 No. 36536 or any phase thereof, until construction of PROJECT is complete, unless otherwise  
20 approved in writing by DISTRICT.

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

It is further mutually agreed:

1. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

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

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within two hundred (200) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

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

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

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

25                   7. DEVELOPER shall indemnify and hold harmless DISTRICT and  
26 COUNTY (including their agencies, districts, special districts and departments, their respective  
27 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and  
28 representatives) from any liability, claim, damage, proceeding or action, present or future, based

1 upon, arising out of or in any way relating to this Agreement, including but not limited to  
2 DEVELOPER'S (including its officers, employees, subcontractors, and agents) actual or alleged  
3 acts or omissions related to this Agreement, performance under this Agreement, or failure to  
4 comply with the requirements of this Agreement, and including but not limited to: (a) property  
5 damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the  
6 California Constitution, the Fifth Amendment of the United States Constitution or any other law,  
7 ordinance or regulation caused by the diversion of waters from the natural drainage patterns or  
8 the discharge of drainage within or from PROJECT; or (d) any other element of any kind or  
9 nature whatsoever.

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

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

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

26 The specified insurance limits required in this Agreement shall in no way  
27 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT  
28 and COUNTY 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 2782.  
3 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or COUNTY  
4 to the fullest extent allowed by law.

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

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

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

26 RIVERSIDE COUNTY FLOOD CONTROL  
27 AND WATER CONSERVATION DISTRICT  
28 1995 Market Street  
Riverside, CA 92501  
Attn: Administrative Services Section

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

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PARDEE HOMES  
1250 Corona Pointe Court, Suite 600  
Corona, CA 92879  
Attn: Robert Skands

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

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

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

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

15. 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.

16. The individual(s) executing this Agreement on behalf of DEVELOPER 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 all boards of directors, legal counsel, and/or



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any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

17. 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.

//

//

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

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

4  
5 RECOMMENDED FOR APPROVAL:

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

6  
7 By \_\_\_\_\_  
8 JASON E. UHLEY  
9 General Manager-Chief Engineer


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

10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS  
12 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

13  
14 By  \_\_\_\_\_  
15 NEAL R. KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

16 Dated 10/2/16

(SEAL)

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22 COOPERATIVE AGREEMENT

23 Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
24 Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
25 Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
26 Project Nos. 7-0-00228, 7-0-00227, 7-0-00154  
27 Tract No. 36536  
10/18/16  
CS:cw  
P8/208144

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
PATRICIA ROMO  
Director of Transportation


By \_\_\_\_\_  
JOHN J. BENOIT Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
SYNTHIA M. GUNZEL  
Supervising Deputy County Counsel  
12/15/16

By \_\_\_\_\_  
Deputy


(SEAL)

COOPERATIVE AGREEMENT

Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
Project Nos. 7-0-00228, 7-0-00227, 7-0-00154  
Tract No. 36536  
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**PARDEE HOMES**  
a California corporation

By:   
**PATRICK EMANUEL**  
Vice President, Construction Operations

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

**COOPERATIVE AGREEMENT**  
Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
Project Nos. 7-0-00228, 7-0-00227, 7-0-00154  
Tract No. 36536  
10/18/16  
CScw  
P8/208144

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

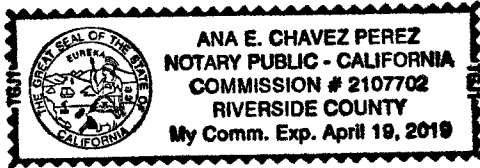
State of California )  
County of Riverside )

On November 8, 2016 before me, Ana E. Chavez Perez, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared \_\_\_\_\_  
*Patrick Emanuel*  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

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

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

## Exhibit A

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

PARCEL "1", AS SHOWN ON EXHIBIT "B" ATTACHED TO LOT LINE ADJUSTMENT LLA# 04068 RECORDED APRIL 5, 1999 AS INSTRUMENT NO. 143158 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 20445, AS SHOWN BY MAP ON FILE IN BOOK 132 PAGE(S) 93 AND 94 THEREOF OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN PORTION OF SECTIONS 5 AND 6 TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;  
THENCE SOUTH 89° 49' 20" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 520.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A LINE PARALLEL WITH AND DISTANCE WESTERLY 520.00 FEET, MEASURED AT A RIGHT ANGLE, FROM THE EAST LINE OF SAID PARCEL 2;  
THENCE NORTH 00° 10' 40" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 987.00 FEET TO A POINT THEREON;  
THENCE SOUTH 89° 49' 20" WEST, A DISTANCE OF 227.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, THE WESTERLY TERMINUS OF SAID CURVE BEING TANGENT TO THE NORTHEASTERLY LINE OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 3794 RECORDED OCTOBER 31, 1995 AS INSTRUMENT NO. 363645 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE WESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25° 19' 58", AN ARC DISTANCE OF 375.82 FEET TO A POINT OF TANGENT WITH SAID NORTHEASTERLY LINE OF PARCEL 1;  
THENCE NORTH 64° 50' 42" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 450.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 850.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 04' 00", AN ARC DISTANCE OF 60.33 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1, THE RADIAL LINE FROM SAID POINT BEARS NORTH 29° 13' 18" EAST;  
THENCE SOUTH 29° 13' 18" WEST ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 39.00 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 45° 45' 21" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 706.43 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 1 OF LOT LINE ADJUSTMENT NO. 3794, SAID CORNER ALSO BEING ON THE SOUTHWESTERLY LINE OF LOT "B" OF LOT LINE ADJUSTMENT NO. 3006 RECORDED AUGUST 3, 1990 AS INSTRUMENT NO. 288643 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTH 44° 14' 39" EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B", A DISTANCE OF 226.12 FEET TO AN ANGLE POINT THEREIN;  
THENCE SOUTH 89° 50' 42" EAST ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE SOUTH LINE OF SAID LOT "B" AND ALONG THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 466.63 FEET TO THE CENTERLINE OF LEON ROAD AS SHOWN ON SAID PARCEL MAP NO. 20445;  
THENCE SOUTH 00° 09' 18" WEST ALONG THE WEST LINE OF SAID PARCEL 1 AND ALONG SAID CENTERLINE, A DISTANCE OF 575.53 FEET;  
THENCE SOUTH 89° 50' 42" EAST, A DISTANCE OF 44.00 FEET TO AN ANGLE POINT IN THE BOUNDARY LINE OF SAID PARCEL 2;  
THENCE SOUTH 45° 00' 25" EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 32.62 FEET TO AN ANGLE POINT THEREON;  
THENCE NORTH 89° 49' 20" EAST ALONG SAID BOUNDARY LINE, A DISTANCE OF 891.78 FEET TO THE TRUE POINT OF BEGINNING.

APN: 963-100-003-0 and 963-100-004-1, and 963-060-021-3

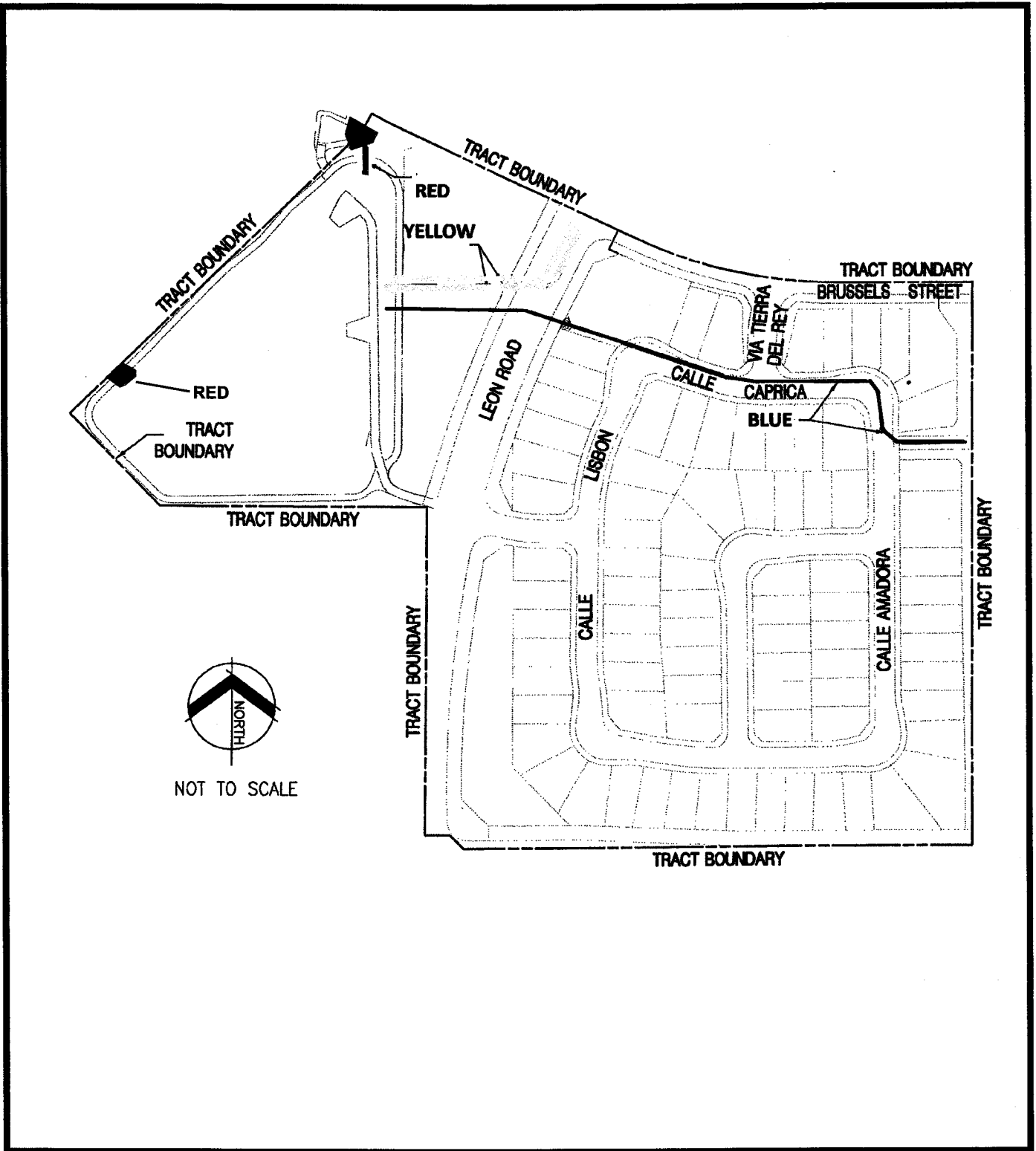
### COOPERATIVE AGREEMENT

Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
Project Nos. 7-0-00228, 7-0-00227, 7-0-00154

Tract No. 36536

Page 1 of 1

# Exhibit B



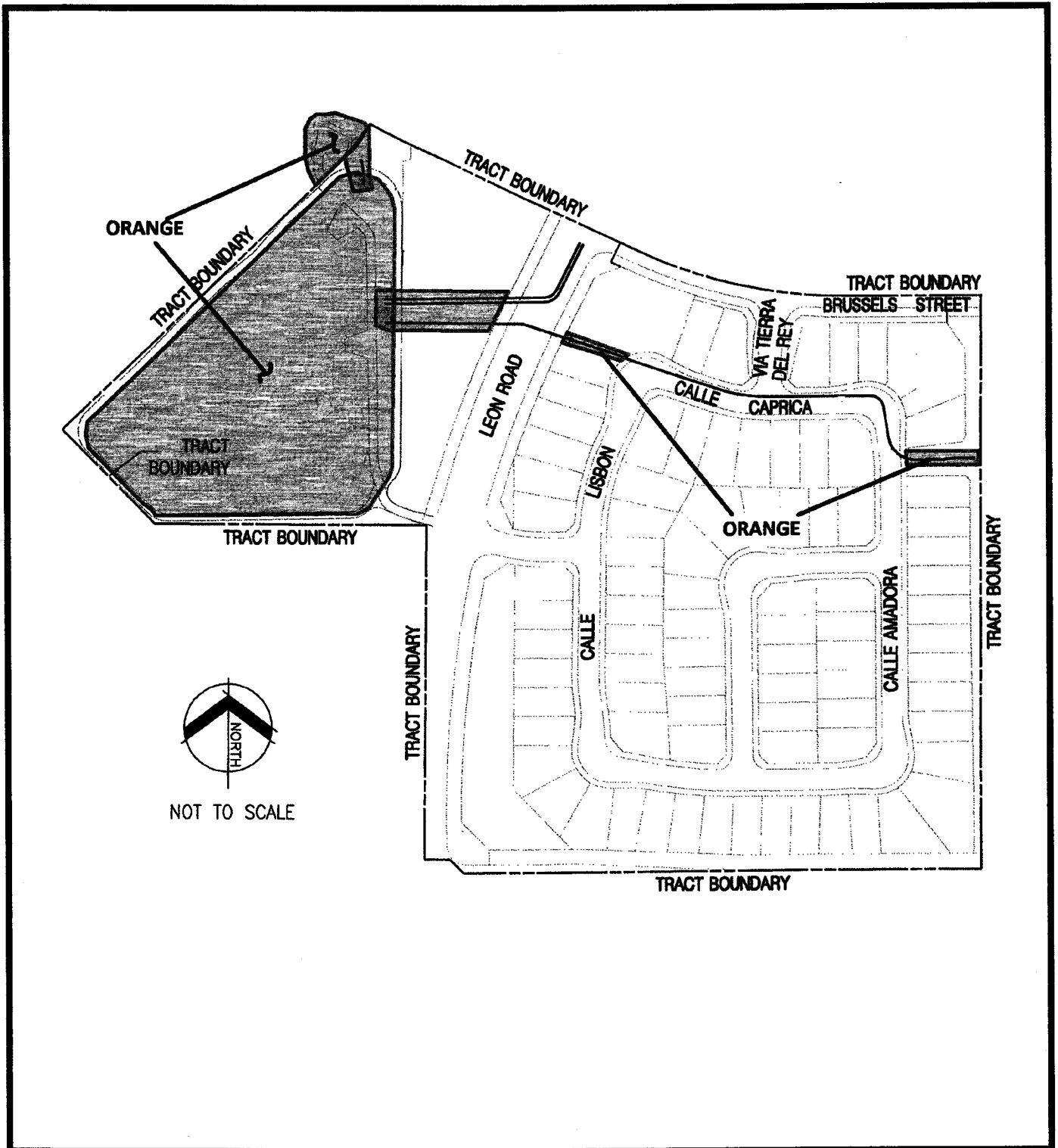
## COOPERATIVE AGREEMENT

Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
Project Nos. 7-0-00228, 7-0-00227, 7-0-00154

Tract No. 36536

Page 1 of 1

# Exhibit C



## COOPERATIVE AGREEMENT

Warm Springs Valley – Tierra Del Rey Storm Drain, Stage 1  
Warm Springs Valley – Calle Caprica Storm Drain, Stage 1  
Warm Springs Valley – Thompson Road Storm Drain, Stage 4  
Project Nos. 7-0-00228, 7-0-00227, 7-0-00154  
Tract No. 36536