

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



ITEM
11.2
(ID # 3785)

MEETING DATE:

Tuesday, April 11, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Southwest Riverside MDP Line H, Stage 3 (Tract No. 36806), Project No. 1-0-00320, 1st District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Riverside (City) and Ayres D&C Construction, Inc. (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

ACTION: Policy

Handwritten signature of Jason Uhley in black ink.

Jason Uhley

3/30/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Washington
Date: April 11, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

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. 36806, are to be constructed by Developer and inspected, operated and maintained by the District, City, and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District inspection, and subsequent operation and maintenance of the referenced storm drain facilities within the Southwest Riverside Master Drainage Plan.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system. The City will assume ownership and responsibility for (i) a 60-inch reinforced concrete pipe and riprap outlet structure; and (ii) the project's associated catch basins, connector pipes, curbs and gutters and retention basin located within City rights of way.

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

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 36806. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

SUPPLEMENTAL:

Additional Fiscal Information


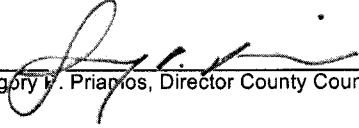
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District-maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

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

AMR:blm
P8/210856


Elizabeth Olson 4/3/2017  Gregory F. Priamos, Director County Counsel 3/16/2017

COOPERATIVE AGREEMENT
 Southwest Riverside MDP Line H, Stage 3
 Project No. 1-0-00320
 Tract No. 36806

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Riverside ("CITY"), and Ayres D&C Construction, Inc., a California corporation ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 36806 located in the city of Riverside. As a condition of approval, 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. 36806 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facility is identified in DISTRICT'S Southwest Riverside Master Drainage Plan ("MDP") and shown on District Drawing No. 1-0276 and consists of approximately 1,275 lineal feet of a reinforced concrete pipe ("DISTRICT DRAINAGE FACILITY"), as shown in concept on Exhibit "B" attached hereto and made a part hereof. At its upstream terminus, DISTRICT DRAINAGE FACILITY will connect to CITY'S existing facility; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of (i) approximately 76 lineal feet of 60-inch reinforced concrete pipe and riprap outlet structure ("STORM DRAIN"), and (ii) a catch basin, connector pipes, curbs and gutters, and a retention basin that are located within CITY held easements or rights of way ("APPURTENANCES"). Together, STORM DRAIN and APPURTENANCES are hereinafter

1 called "CITY FACILITIES"; and

2 E. Altogether, DISTRICT DRAINAGE FACILITY and CITY FACILITIES
3 are hereinafter called "PROJECT"; and

4 F. CITY is willing to assume ownership, operation and maintenance
5 responsibility of STORM DRAIN on an interim basis until the future extension of the reach is
6 completed; and

7 G. CITY and DEVELOPER desire DISTRICT to accept ownership and
8 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.
9 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
10 DISTRICT DRAINAGE FACILITY and subsequently inspect the construction of DISTRICT
11 DRAINAGE FACILITY; and
12

13 H. DISTRICT and DEVELOPER desire CITY to accept ownership and
14 responsibility for the operation and maintenance of CITY FACILITIES (except the landscaping
15 and fencing originally constructed by DEVELOPER on the retention basin on Lot B of Tract No.
16 36806, which shall be maintained by the Homeowners Association for DEVELOPER'S planned
17 development on Tract No. 36806). Therefore, CITY must review and approve DEVELOPER'S
18 plans and specifications for PROJECT and subsequently inspect the construction of PROJECT;
19
20 and

21 I. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
22 specifications for DISTRICT DRAINAGE FACILITY, (ii) inspect the construction of DISTRICT
23 DRAINAGE FACILITY, and (iii) accept ownership and responsibility for the operation and
24 maintenance of DISTRICT DRAINAGE FACILITY, provided that DEVELOPER (i) complies
25 with this Agreement, (ii) constructs PROJECT in accordance with DISTRICT and CITY
26 approved plans and specifications, (iii) obtains and conveys to DISTRICT the necessary rights of
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1 way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY; and
2 (iv) accepts ownership and responsibility for the operation and maintenance of PROJECT
3 following completion of PROJECT construction until such time as DISTRICT accepts ownership
4 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY; and

5 J. CITY is willing to (i) review and approve PROJECT plans and
6 specifications, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful
7 performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE
8 FACILITY, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
9 DRAINAGE FACILITY located within CITY rights of way, (v) accept ownership and
10 responsibility for the operation and maintenance of CITY FACILITIES (except the landscaping
11 and fencing originally constructed by DEVELOPER on the retention basin on Lot B of Tract No.
12 36806, which shall be maintained by the Homeowners Association for DEVELOPER'S planned
13 development on Tract No. 36806), provided PROJECT is constructed in accordance with plans
14 and specifications approved by DISTRICT and CITY.
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16
17 NOW, THEREFORE, the parties hereto mutually agree as follows:

18 SECTION I

19 DEVELOPER shall:

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

24
25 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
26 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
27 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS,
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1 review and approval of right of way and conveyance documents, and with the processing and
2 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 DRAINAGE FACILITY, in an amount as determined and approved by
7 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including
8 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITY.
9

10 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
11 permits, approvals, rights of way, rights of entry and temporary construction easements as may
12 be needed for the construction, inspection, operation and maintenance of PROJECT.
13 DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of
14 the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to
15 recordation of the final map for Tract No. 36806 or any phase thereof, whichever occurs first,
16 with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,
17 permits, approvals, rights of way, rights of entry and temporary construction easements as
18 determined and approved by DISTRICT and CITY.
19

20 5. Prior to commencing construction, furnish DISTRICT and CITY with copies
21 of all permits, approvals or agreements required by any federal, state or local resource and/or
22 regulatory agency for the construction, operation and maintenance of PROJECT. Such documents
23 include but are not limited to those issued by the U.S. Army Corps of Engineers, California
24 Regional Water Quality Control Board, California State Department of Fish and Wildlife, State
25 Water Resources Control Board and Western Riverside County Regional Conservation Authority.
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1 6. Grant DISTRICT and CITY, by execution of this Agreement, the right to
2 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
3 access to and performing inspection service for the construction of PROJECT as set forth herein.

4 7. Provide CITY, at the time of providing written notice to DISTRICT of the
5 start of construction as set forth in Section I.8., or not less than twenty (20) days prior to
6 recordation of the final map for Tract No. 36806 or any phase thereof, whichever occurs first,
7 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)
8 of the estimated cost for construction of DISTRICT DRAINAGE FACILITY as determined by
9 DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of
10 DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT
11 DRAINAGE FACILITY is accepted by DISTRICT and CITY as complete; at which time the
12 bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against
13 any defective work, labor or materials.
14

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

21 9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
22 Section), at the time of providing written notice to DISTRICT of the start of construction as set
23 forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for
24 Tract No. 36806 or any phase thereof, whichever occurs first, with duly executed Irrevocable
25 Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress
26 and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection,
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1 operation and maintenance of DISTRICT DRAINAGE FACILITY. The Irrevocable Offer(s) of
2 Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and
3 equitable owners of the property described in the offer(s).

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

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

12 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
13 the start of construction as set forth in Section I.8., with a construction schedule which shall show
14 the order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out
15 the various parts of work, including estimated start and completion dates. As construction of
16 PROJECT progress, DEVELOPER shall update said construction schedule as requested by
17 DISTRICT.

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

20 14. Not permit any change to, or modification of, DISTRICT and CITY
21 approved IMPROVEMENT PLANS without the prior written permission and consent of
22 DISTRICT and CITY.
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1 15. Comply with all Cal/OSHA safety regulations including regulations
2 concerning confined space and maintain a safe working environment for DEVELOPER,
3 DISTRICT and CITY employees on the site.

4 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
5 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
6 DISTRICT DRAINAGE FACILITY. The procedure shall comply with requirements contained
7 in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations,
8 Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-
9
10 18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice
11 to Proceed.

12 17. DEVELOPER shall not commence operations until DISTRICT has been
13 furnished with original certificate(s) of insurance and original certified copies of endorsements
14 and if requested, certified original policies of insurance including all endorsements and any and
15 all other attachments as required in this Section. Without limiting or diminishing DEVELOPER'S
16 obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain
17 or cause to be maintained, at its sole cost and expense, the following insurance coverage's during
18 the term of this Agreement:
19

20 A. Workers' Compensation:

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

3 B. Commercial General Liability:

4 Commercial General Liability insurance coverage, including but not
5 limited to, premises liability, unmodified contractual liability, products
6 and completed operations liability, personal and advertising injury, and
7 cross liability coverage, covering claims which may arise from or out
8 of DEVELOPER'S performance of its obligations hereunder. Policy
9 shall name DISTRICT, County of Riverside and CITY, its agencies,
10 districts, special districts, and departments, their respective directors,
11 officers, Board of Supervisors, employees, elected or appointed
12 officials, agents or representatives as additional insureds. Policy's limit
13 of liability shall not be less than \$2,000,000 per occurrence combined
14 single limit. If such insurance contains a general aggregate limit, it
15 shall apply separately to this Agreement or be no less than two (2) times
16 the occurrence limit.
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19 C. Vehicle Liability:

20 If DEVELOPER'S vehicles or mobile equipment are used in the
21 performance of the obligations under this Agreement, then
22 DEVELOPER shall maintain liability insurance for all owned, non-
23 owned or hired vehicles so used in an amount not less than \$1,000,000
24 per occurrence combined single limit. If such insurance contains a
25 general aggregate limit, it shall apply separately to this Agreement or be
26 no less than two (2) times the occurrence limit. Policy shall name
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1 DISTRICT, County of Riverside and CITY, its agencies, districts,
2 special districts, and departments, their respective directors, officers,
3 Board of Supervisors, employees, elected or appointed officials, agents
4 or representatives as additional insureds.

5 D. Professional Liability:

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

22 E. General Insurance Provisions – All Lines:

- 23
- 24 i. Any insurance carrier providing insurance coverage hereunder shall
25 be admitted to the State of California and have an A.M. BEST
26 rating of not less than an A: VIII (A: 8) unless such requirements
27 are waived, in writing, by the County Risk Manager. If the County
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1 Risk Manager waives a requirement for a particular insurer such
2 waiver is only valid for that specific insurer and only for one policy
3 term.

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

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18 iii. DEVELOPER shall cause their insurance carrier(s) or its
19 contractor's insurance carrier(s), to furnish DISTRICT with 1) a
20 properly executed original certificate(s) of insurance and certified
21 original copies of endorsements effecting coverage as required
22 herein; and 2) if requested to do so orally or in writing by the
23 County Risk Manager, provide original certified copies of policies
24 including all endorsements and all attachments thereto, showing
25 such insurance is in full force and effect. Further, said certificate(s)
26 and policies of insurance shall contain the covenant of the insurance
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1 carrier(s) that a minimum of sixty (60) days written notice shall be
2 given to DISTRICT prior to any material modification,
3 cancellation, expiration or reduction in coverage of such insurance.
4 If DEVELOPER insurance carrier(s) policies does not meet the
5 minimum notice requirement found herein, DEVELOPER shall
6 cause DEVELOPER'S insurance carrier(s) to furnish a sixty (60)
7 day Notice of Cancellation Endorsement. In the event of a material
8 modification, cancellation, expiration or reduction in coverage, this
9 Agreement shall terminate forthwith, unless DISTRICT receives,
10 prior to such effective date, another properly executed original
11 certificate of insurance and original copies of endorsements or
12 certified original policies, including all endorsements and
13 attachments thereto, evidencing coverages set forth herein and the
14 insurance required herein is in full force and effect. An individual
15 authorized by the insurance carrier to do so on its behalf shall sign
16 the original endorsements for each policy and the certificate of
17 insurance.
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19

- 20 iv. It is understood and agreed by the parties hereto that
21 DEVELOPER'S insurance shall be construed as primary insurance,
22 and DISTRICT'S insurance and/or deductibles and/or self-insured
23 retentions or self-insured programs shall not be construed as
24 contributory.
25
26 v. If, during the term of this Agreement or any extension thereof, there
27 is a material change in the scope of services or there is a material
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1 change in the equipment to be used in the performance of the scope
2 of work which will add additional exposures (such as the use of
3 aircraft, watercraft, cranes, etc.); or the term of this Agreement,
4 including any extensions thereof, exceeds five (5) years,
5 DISTRICT reserves the right to adjust the types of insurance
6 required under this Agreement and the monetary limits of liability
7 for the insurance coverages currently required herein, if, in the
8 County Risk Manager's reasonable judgment, the amount or type of
9 insurance carried by DEVELOPER has become inadequate.

- 10
- 11 vi. DEVELOPER shall pass down the insurance obligations contained
12 herein to all tiers of subcontractors working under this Agreement.
- 13 vii. The insurance requirements contained in this Agreement may be
14 met with a program(s) of self-insurance acceptable to DISTRICT.
- 15
- 16 viii. DEVELOPER agrees to notify DISTRICT of any claim by a third
17 party or any incident or event that may give rise to a claim arising
18 from the performance of this Agreement.

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

25

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

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

6 20. Upon completion of PROJECT construction, and upon acceptance by CITY
7 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
8 of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for
9 ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood
10 control easement(s) including ingress and egress, or grant deed(s) of fee title in a form approved
11 by DISTRICT. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT
12 and CITY and shall be executed by all legal and equitable owners of the property described in the
13 easement(s) or grant deed(s).
14

15 21. At the time of recordation of the conveyance document(s) as set forth in
16 Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less
17 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
18 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated
19 value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
20 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,
21 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except
22 those which, in the sole discretion of DISTRICT, are acceptable.
23
24

25 22. Accept ownership and sole responsibility for the operation and maintenance
26 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
27 and maintenance of DISTRICT DRAINAGE FACILITY and CITY accepts ownership and
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1 responsibility for the operation and maintenance of CITY FACILITIES (except the landscaping
2 and fencing originally constructed by DEVELOPER on the retention basin on Lot B of Tract No.
3 36806, which shall be maintained by the Homeowners Association for DEVELOPER'S planned
4 development on Tract No. 36806).

5 23. Accept all liability whatsoever associated with the ownership, operation and
6 maintenance of DISTRICT DRAINAGE FACILITY until such time as DISTRICT DRAINAGE
7 FACILITY are formally accepted by DISTRICT for ownership, operation and maintenance.
8

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

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

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

1
2 DISTRICT shall:

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

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

7 3. Upon execution of this Cooperative Agreement, record or cause to be
8 recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County
9 Recorder.
10

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

13 5. Inspect DISTRICT DRAINAGE FACILITY construction.

14 6. Keep an accurate accounting of all DISTRICT costs associated with the
15 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
16 conveyance documents, and the processing and administration of this Cooperative Agreement.
17

18 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
19 and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
20 FACILITY as being complete, submit a final cost statement to DEVELOPER. If the deposit, as
21 set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess
22 amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
23 FACILITY as being complete. If at any time the costs exceed the deposit or are anticipated by
24 DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed
25 reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
26 FACILITY, within thirty (30) days after receipt of billing from DISTRICT.
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1 8. Accept ownership and sole responsibility for the operation and maintenance
 2 of DISTRICT DRAINAGE FACILITY upon (i) DISTRICT inspection of DISTRICT
 3 DRAINAGE FACILITY in accordance with Section I.19., (ii) DISTRICT acceptance of
 4 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record
 5 drawings" of PROJECT plans, as set forth in Section I.25., (iv) recordation of all conveyance
 6 documents described in Section I.21., (v) CITY acceptance of CITY FACILITIES for ownership,
 7 operation, and maintenance, and (vi) DISTRICT'S sole determination that DISTRICT
 8 DRAINAGE FACILITY are in a satisfactorily maintained condition.
 9

10 9. Provide CITY with a reproducible duplicate copy of "record drawings"
 11 PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY as being
 12 complete.
 13

SECTION III

14 CITY shall:

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

18 2. Accept CITY and DISTRICT approved faithful performance and payment
 19 bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided
 20 herein.
 21

22 3. Inspect PROJECT construction.

23 4. Consent, by execution of this Cooperative Agreement, to the recording of
 24 any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative
 25 Agreement.
 26

27 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as
 28 set forth herein, and any other outstanding offers of dedication necessary for the construction,

1 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY, and convey
2 sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and
3 maintain DISTRICT DRAINAGE FACILITY.

4 6. Grant DISTRICT, by execution of this Agreement, the right to construct,
5 inspect, operate and maintain DISTRICT DRAINAGE FACILITY within CITY rights of way.

6 7. Accept ownership and sole responsibility for the operation and maintenance
7 of CITY FACILITIES (except the landscaping and fencing originally constructed by
8 DEVELOPER on the retention basin on Lot B of Tract No. 36806, which shall be maintained by
9 the Homeowners Association for DEVELOPER'S planned development on Tract No. 36806)
10 upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and
11 maintenance.
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13 8. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY
14 construction as being complete, accept sole responsibility for the adjustment of all PROJECT
15 manhole rings and covers located within CITY rights of way which must be performed at such
16 time(s) that the finished grade along and above the underground portions of DISTRICT
17 DRAINAGE FACILITY are improved, repaired, replaced or changed. It being further understood
18 and agreed that any such adjustments shall be performed at no cost to DISTRICT.
19

20 SECTION IV

21 It is further mutually agreed:

22 1. All work involved with PROJECT shall be inspected by DISTRICT and
23 CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that
24 construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT
25 PLANS.
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1 2. CITY and DEVELOPER personnel may observe and inspect all work being
2 done on DISTRICT DRAINAGE FACILITY, but shall provide any comments to DISTRICT
3 personnel who shall be solely responsible for all quality control communications with
4 DEVELOPER'S contractor(s) during the construction of PROJECT.

5 3. DISTRICT acceptance of ownership and responsibility for the operation and
6 maintenance of DISTRICT DRAINAGE FACILITY shall be in a satisfactorily maintained
7 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole
8 discretion of DISTRICT, DISTRICT DRAINAGE FACILITY is not in an acceptable condition,
9 corrections shall be made at sole expense of DEVELOPER.

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

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

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

9 In the event DEVELOPER wishes to expedite issuance of a Notice to
10 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
11 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
12 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
13 approval. DISTRICT shall review the individual's qualifications and experience and, upon
14 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
15 to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITY construction and quality
16 control matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to
17 Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up
18 to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days
19 of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
20 thousand dollars (\$10,000) shall be retained on account.
21
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23 7. PROJECT construction work shall be on a five (5) day, forty (40) hour work
24 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
25 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
26 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
27 request for permission from DISTRICT to work the additional hours. The request shall be
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1 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work
2 hours and shall state the reasons for the overtime and the specific time frames required. The
3 decision of granting permission for overtime work shall be made by DISTRICT at its sole
4 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
5 charged the cost incurred at the overtime rates for additional inspection time required in
6 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
7 any amendments thereto, of the County of Riverside.
8

9 8. DEVELOPER for itself, its successors and assigns hereby releases
10 DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts
11 and departments, their respective directors, officer, Board of Supervisors, elected and appointed
12 officials, employees, agents and representatives) from any and all claims, demands, actions, or
13 suits of any kind arising out of any liability, known or unknown, present or future, including but
14 not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the
15 California Constitution, the Fifth Amendment of the United States Constitution, or any other law
16 or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused
17 by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute
18 a release by DEVELOPER of DISTRICT, its officers, agents and employees from any and all
19 claims, demands, actions or suits of any kind arising out of any liability, known or unknown,
20 present or future, for the negligent maintenance of DISTRICT DRAINAGE FACILITY, after the
21 acceptance of ownership, operation and maintenance of DISTRICT DRAINAGE FACILITY by
22 DISTRICT.
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25 9. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
26 Riverside, and CITY (including their respective agencies, districts, special districts and
27 departments, their respective directors, officers, Board of Supervisors, elected and appointed
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1 officials, employees, agents and representatives) from any liability, claim, damage, proceeding or
2 action, present or future, based upon, arising out of or in any way relating to DEVELOPER'S
3 (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions
4 related to this Agreement, performance under this Agreement, or failure to comply with the
5 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily
6 injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California
7 Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance
8 or regulation caused by the diversion of waters from the natural drainage patterns or the discharge
9 of drainage within or from PROJECT; or, (d) any other element of any kind or nature whatsoever.
10

11 DEVELOPER shall defend, at its sole expense, including all costs and fees
12 (including but not limited to attorney fees, cost of investigation, defense and settlements or
13 awards), DISTRICT, County of Riverside, and CITY (including their respective agencies,
14 districts, special districts and departments, their respective directors, officers, Board of
15 Supervisors, elected and appointed officials, employees, agents and representatives) in any claim,
16 proceeding or action for which indemnification is required.
17

18 With respect to any of DEVELOPER'S indemnification requirements,
19 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
20 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
21 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
22 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
23 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside, or CITY.
24

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

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

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

10
11 10. Any waiver by DISTRICT or by CITY of any breach of any one or more of
12 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
13 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
14 require exact, full and complete compliance with any terms of this Agreement shall not be
15 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
16 enforcement hereof.
17

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

20 RIVERSIDE COUNTY FLOOD CONTROL
21 AND WATER CONSERVATION DISTRICT
22 1995 Market Street
23 Riverside, CA 92501
Attn: Administration Services Section

CITY OF RIVERSIDE
3900 Main Street – 4th Floor
Riverside, CA 92522
Attn: Jeff Hart

24 AYRES D&C CONSTRUCTION, INC.
25 355 Bristol Street, Suite A
26 Costa Mesa, CA 92626
Attn: Chase Ayres

27 12. This Agreement is to be construed in accordance with the laws of the State
28 of California. If any provision of this Agreement is held by a court of competent jurisdiction to

1 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force
2 without being impaired or invalidated in any way.

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

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

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

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

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

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

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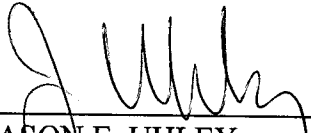
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

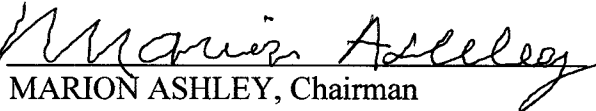
APR 11 2017.

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer


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

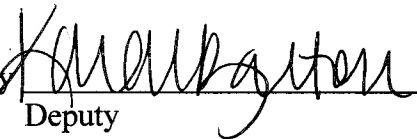
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

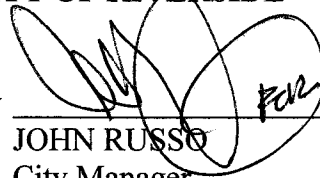
By 
Deputy

(SEAL)

Cooperative Agreement w/City of Riverside and Ayres D&C Construction, Inc.
Southwest Riverside MDP Line H, Stage 3
Project No. 1-0-00320
02/28/17
AMR:blm

CITY OF RIVERSIDE

By

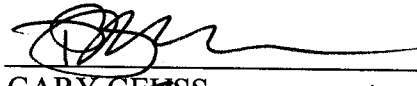
 For

JOHN RUSSO
City Manager

APPROVED AS TO FORM:

ATTEST:

By



GARY GEUSS
City Attorney

By



COLLEEN J. NICOL
City Clerk


A. Beaumont
Dep. City Atty

(SEAL)

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Cooperative Agreement w/City of Riverside and Ayres D&C Construction, Inc.
Southwest Riverside MDP Line H, Stage 3
Project No. 1-0-00320
02/28/17
AMR:blm

AYRES D&C CONSTRUCTION, INC.
a California Corporation

By: 
CHASE AYRES
Vice President

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Cooperative Agreement w/City of Riverside and Ayres D&C Construction, Inc.
Southwest Riverside MDP Line H, Stage 3
Project No. 1-0-00320
02/28/17
AMR:blm

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 Orange)

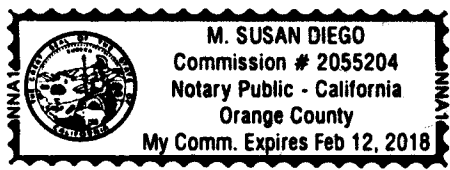
On March 1, 2017 before me, M. Susan Diego, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chase Ayres
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 M. Susan Diego
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: Cooperative Agreement Document Date: 2/28/17
Number of Pages: 27 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chase Ayres
 Corporate Officer — Title(s): Vice Pres
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Ayres DxC Construction, Inc

Signer's Name: NA
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE MAP NO. 36806 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHWESTERLY 130 FEET, (MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF GIBSON STREET 80 FEET WIDE) OF LOTS 3 AND 5 IN BLOCK 28 OF ARLINGTON HEIGHTS, AS SHOWN ON MAP RECORDED IN BOOK 11, PAGES 20 AND 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHERLY OF THE LINE DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 14, 1980 AS INSTRUMENT NO. 214241 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF GIBSON STREET (80 FEET WIDE) SAID POINT BEING NORTH 34° 01' 16" WEST, ALONG THE CENTER LINE OF GIBSON STREET, 1254.37 FEET, FROM THE INTERSECTION WITH THE CENTER LINE OF LINCOLN AVENUE (80 FEET WIDE); THENCE NORTH 55° 58' 44" EAST, 40.00 FEET, TO A POINT IN THE NORTHEASTERLY LINE OF SAID GIBSON STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 69° 48' 26" EAST, 24.65 FEET, TO A POINT IN A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 333 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 32° 19' 41" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 00' 51" AN ARC DISTANCE OF 133.76 FEET TO THE INTERSECTION OF A LINE PARALLEL WITH AND 130 FEET, SOUTHEASTERLY MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID GIBSON STREET SAID INTERSECTION BEING HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 34° 01' 16" EAST, ALONG SAID PARALLEL LINE 70.54 FEET, TO A POINT IN A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 333 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 15° 32' 36" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 09' 45" AN ARC DISTANCE OF 24.19 FEET, TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267 FEET, A RADIAL LINE TO THE BEGINNING OF SAID REVERSE CURVE BEARS NORTH 11° 22' 51" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 13' 13" AN ARC DISTANCE OF 94.23 FEET, TO A POINT, A RADIAL LINE TO SAID POINT BEARS NORTH 31° 36' 04" WEST; THENCE NON-TANGENT TO SAID CURVE SOUTH 04° 23' 38" WEST, 25.50 FEET, TO A POINT IN THE NORTHEASTERLY LINE OF SAID GIBSON STREET; THENCE NORTH 34° 01' 26" WEST, ALONG SAID NORTHEASTERLY LINE, 106.07 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM TRACT NO. 8716-1, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 116, PAGES 15 THROUGH 18, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit A

ALSO EXCEPTING THEREFROM TRACT NO. 8716-2, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 129, PAGES 65 THROUGH 69, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TRACT NO. 8716, IN THE CITY OF RIVERSIDE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 130, PAGES 67 TO 71, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF IN GRANT DEED TO THE CITY OF RIVERSIDE RECORDED MAY 21, 1992 AS INSTRUMENT NO. 186590, OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT 3 IN BLOCK 28 OF ARLINGTON HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 20 AND 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

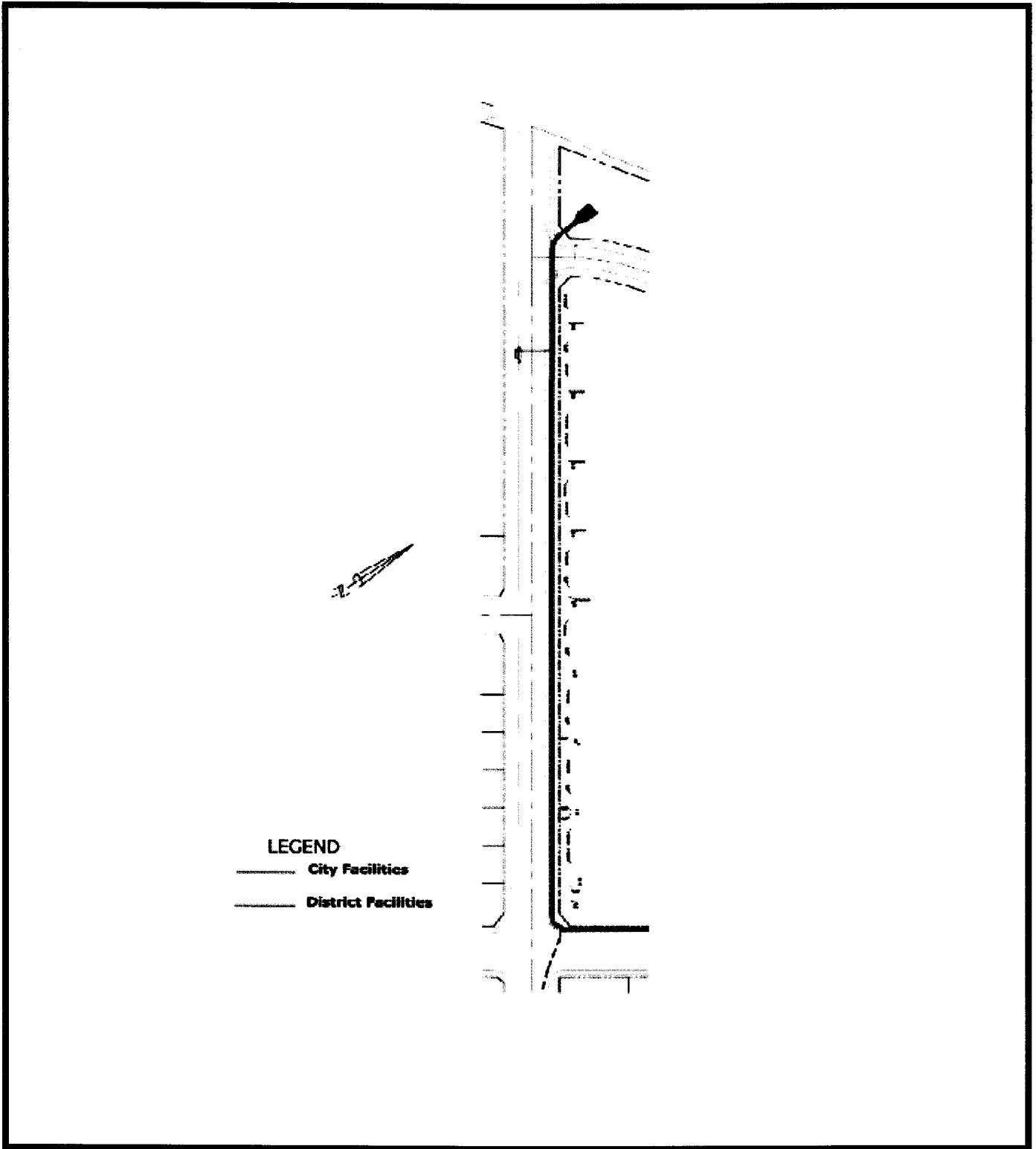
BEGINNING AT POINT "A" REFERRED TO IN THE DESCRIPTION OF THE LAND HEREINBEFORE DESCRIBED AND DESIGNATED AS PARCEL 1; THENCE NORTH 34° 01' 16" WEST, ALONG A LINE PARALLEL WITH AND 130 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID GIBSON STREET, 122.29 FEET, TO THE INTERSECTION WITH THAT CERTAIN TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 211.59 FEET, AS DESCRIBED IN THE QUITCLAIM DEED TO THE CITY OF RIVERSIDE RECORDED NOVEMBER 14, 1980 AS INSTRUMENT NO. 214241 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, A RADIAL LINE TO LAST MENTIONED INTERSECTION BEARS SOUTH 15° 03' 49" EAST; THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 17° 56' 42" AN ARC DISTANCE OF 66.27 FEET, TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 195 FEET, NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID GIBSON STREET; THENCE SOUTH 34° 01' 16" EAST, ALONG SAID PARALLEL LINE 129.47 FEET, TO THE INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 267.00 FEET; A RADIAL LINE TO LAST MENTIONED INTERSECTION BEARS SOUTH 25° 17' 16" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 64' 25" AN ARC DISTANCE OF 64.81 FEET, TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 333 FEET, A RADIAL LINE TO SAID REVERSE CURVE BEARS NORTH 11° 22' 51" WEST; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 00° 30' 49" AN ARC DISTANCE OF 2.98 FEET, TO SAID POINT "A".

EXCEPTING THEREFROM TRACT NO. 8716-2, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 129, PAGES 65 THROUGH 69, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TRACT NO. 8716, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 130, PAGES 67 THROUGH 71, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 233-313-017-5; 233-321-006-0; 233-323-012-1

Exhibit B



COOPERATIVE AGREEMENT

Southwest Riverside MDP Line H, Stage 3

TR 36806
Project No. 1-0-00320
Page 1 of 1