

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



ITEM
11.1
(ID # 3716)

MEETING DATE:
Tuesday, May 9, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Moreno
MDP - Quincy Street Channel, Stage 3 and Quincy Street Channel Line G-10
(Tract No. 36436), Project Nos. 4-0-00143-03 and 4-0-00401-01; District 5; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

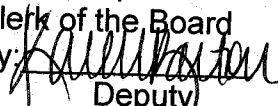
1. Approve the Cooperative Agreement between the District, the City of Moreno Valley (City) and KB Home California, LLC (Developer); and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: May 9, 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 COUNTY 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. 36436 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 construction, inspection and subsequent operation and maintenance of the referenced drainage facility. Upon completion of the drainage facility construction, the District will assume ownership, operation and maintenance in accordance with the terms and conditions as set forth in the Agreement. The City will assume ownership, operation and maintenance of a five-cell box culvert, a segment of rectangular channel, an access road and trail and the project's associated catch basins, connector pipes and laterals that are 36 inches or less in diameter located within City rights of way.

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

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 36436. 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:

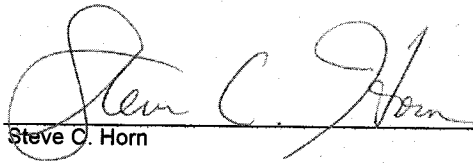
Additional Fiscal Information

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

ATTACHMENTS:

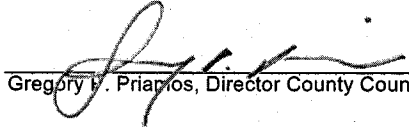
- Attachment 1: Vicinity Map
- Attachment 2: Agreement

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



Steve C. Horn

5/1/2017



Gregory H. Priapos, Director County Counsel

4/26/2017

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COOPERATIVE AGREEMENT
Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Quincy Street Channel – Line G-10
Project Nos. 4-0-00143-03, 4-0-00401-01
Tract No. 36436

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and KB HOME CALIFORNIA LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 36436 located in the City of Moreno Valley. As a condition of approval for Tract No. 36436, 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. 36436 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. 4-996, include construction of:

1. Approximately 1,250 lineal feet of channel system, including an associated access road and access ramp on the channel's east side, hereinafter known as "QUINCY STREET CHANNEL STAGE 3" as shown in concept in red on Exhibit "B" attached hereto and made a part hereof; and

2. Approximately 600 lineal feet of underground storm drain system, hereinafter known as "LINE G-10" as shown in concept in blue on Exhibit "B".

Together, QUINCY STREET CHANNEL STAGE 3 and LINE G-10 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

MAY 09 2017 11.1

1 D. QUINCY STREET CHANNEL STAGE 3 includes a segment of
2 DISTRICT'S Moreno MDP Line G, hereinafter called "ADP FACILITY", which is an identified
3 segment of CITY'S Moreno Area Drainage Plan (ADP); and
4

5 E. The ADP Fee obligation for Tract No. 36436, hereinafter called
6 "OBLIGATION", is two hundred seventy thousand eight hundred fifteen dollars and ninety-five
7 cents (\$270,815.95); and

8 F. DISTRICT has estimated that upon constructing QUINCY STREET
9 CHANNEL STAGE 3, DEVELOPER would earn ADP Fee credit, hereinafter called "CREDIT",
10 in the amount of six hundred four thousand five hundred dollars (\$604,500); and
11

12 G. DISTRICT has estimated that the difference between OBLIGATION and
13 CREDIT will result in an excess ADP Fee credit, hereinafter called "EXCESS CREDIT", in the
14 amount of three hundred thirty-three thousand six hundred eighty-four dollars and five cents
15 (\$333,684.05); and

16 H. Pursuant to Section IV.b.1 of the "Rules and Regulations for Administration
17 of Area Drainage Plans", dated June 10, 1980, as amended, hereinafter called "RULES", and the
18 provisions of this Agreement, CREDIT earned by DEVELOPER for the construction of ADP
19 FACILITY may be used to satisfy OBLIGATION; and
20

21 I. Pursuant to RULES and this Agreement, EXCESS CREDIT may be used to
22 satisfy the requirement to pay ADP Fees for certain properties located within the boundaries of
23 the Moreno ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

24 J. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may
25 desire to transfer some or all of DEVELOPER'S EXCESS CREDIT to ELIGIBLE PROPERTIES.
26 In such event, DEVELOPER and owner(s) will enter into (a) separate agreement(s) concerning
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1 the transfer of DEVELOPER'S EXCESS CREDIT from DEVELOPER to said owner(s) as set
2 forth herein; and

3
4 K. Associated with the construction of DISTRICT DRAINAGE FACILITIES
5 is the construction of an access road and trail on the west side of QUINCY STREET CHANNEL
6 STAGE 3, hereinafter called "CITY ACCESS ROAD AND TRAIL", as shown in concept in
7 purple on Exhibit "B". CITY ACCESS ROAD AND TRAIL is located within DISTRICT'S
8 QUINCY STREET CHANNEL STAGE 3 right of way. DISTRICT's QUINCY STREET
9 CHANNEL STAGE 3 right of way is hereinafter called "RIGHT OF WAY"; and

10
11 L. Also associated with the construction of DISTRICT DRAINAGE
12 FACILITIES is the construction of the following within CITY-held easements or rights of way:

13 1. One (1) five-cell box culvert under Cactus Avenue and two (2) double
14 box culverts under Brodiaea Avenue, hereinafter called "CITY CULVERTS";

15 2. A segment of rectangular channel upstream of QUINCY STREET
16 CHANNEL STAGE 3, hereinafter called "CITY CHANNEL"; and

17 3. Certain underground storm drain laterals that are 36 inches or less in
18 diameter, inlets, catch basins, connector pipes and riprap, hereinafter called
19 "APPURTENANCES".
20

21 Together, CITY CULVERTS, CITY CHANNEL and APPURTENANCES are hereinafter called
22 "CITY DRAINAGE FACILITIES"; and

23 M. Together, DISTRICT DRAINAGE FACILITIES, CITY ACCESS ROAD
24 AND TRAIL and CITY DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

25
26 N. DEVELOPER and CITY desire DISTRICT to accept ownership and
27 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
28 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for

1 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
2 and

3
4 O. DEVELOPER and DISTRICT desire CITY to accept ownership and
5 responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES and CITY
6 ACCESS ROAD AND TRAIL. Therefore, CITY must review and approve DEVELOPER'S
7 plans and specifications for PROJECT and subsequently inspect the construction of CITY
8 DRAINAGE FACILITIES and CITY ACCESS ROAD AND TRAIL; and

9
10 P. DEVELOPER and CITY wish to allow the public to access and utilize CITY
11 ACCESS ROAD AND TRAIL for recreational purposes; therefore, DISTRICT and CITY are willing to
12 divide maintenance responsibilities within DISTRICT'S RIGHT OF WAY as set forth herein.
13 Additionally, CITY is willing to indemnify and hold DISTRICT harmless from any claims arising from
14 public's use of DISTRICT'S RIGHT OF WAY as set forth herein; and

15
16 Q. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
17 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE
18 FACILITIES, (iii) accept ownership and responsibility for the operation and maintenance of
19 DISTRICT DRAINAGE FACILITIES and (iv) accept responsibility for the maintenance (not
20 including structural maintenance) of CITY CULVERTS, provided DEVELOPER (a) complies
21 with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved
22 plans and specifications and (c) obtains and conveys to DISTRICT the necessary rights of way
23 for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and
24 CITY CULVERTS as set forth herein; and

25
26 R. CITY is willing to (i) review and approve DEVELOPER'S plans and
27 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
28 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT

1 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain
2 DISTRICT DRAINAGE FACILITIES and CITY CULVERTS within CITY rights of way and
3 (v) accept ownership and responsibility for the operation and maintenance of CITY DRAINAGE
4 FACILITIES, including structural maintenance of CITY CULVERTS, as well as operation and
5 maintenance of CITY ACCESS ROAD AND TRAIL, provided PROJECT is constructed in
6 accordance with plans and specifications approved by DISTRICT and CITY.
7

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

9 SECTION I

10 DEVELOPER shall:

11 1. Prepare PROJECT plans and specifications, hereinafter called
12 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and
13 submit to DISTRICT and CITY for their respective review and approval.
14

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

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

28 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit

1 with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably
2 necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt
3 of billing from DISTRICT.
4

5 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
6 permits and rights of entry as may be needed for the construction, inspection, operation and
7 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
8 written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient
9 evidence of DEVELOPER having secured such necessary licenses, agreements, permits and
10 rights of entry, as determined and approved by DISTRICT.
11

12 5. Furnish DISTRICT with copies of all permits, approvals or agreements
13 required by any federal, state or local resource and/or regulatory agency for the construction,
14 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include
15 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional
16 Water Quality Control Board, California State Department of Fish and Wildlife, State Water
17 Resources Control Board and Western Riverside County Regional Conservation Authority.
18

19 6. Provide CITY, prior to providing written notice to DISTRICT of the start of
20 construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of
21 the final map for Tract No. 36487 or any phase thereof, whichever occurs first, with faithful
22 performance and payment bonds each in the amount of one hundred percent (100%) of the
23 estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by
24 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT
25 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE
26 FACILITIES are accepted by DISTRICT as complete, at which time the bond amount may be
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1 reduced to five percent (5%) for a period of one year to guarantee against any defective work,
2 labor or materials.

3 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

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

10 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
11 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
12 access to, and performing inspection service for, the construction of PROJECT as set forth herein.
13

14 10. Obtain and provide DISTRICT, at the time of providing written notice to
15 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly executed
16 Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes,
17 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the
18 construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as
19 shown in concept in orange on Exhibit "C" attached hereto and made a part hereof. The
20 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be
21 executed by all legal and equitable owners of the property described in the offer(s).
22

23 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
24 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days
25 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.
26

27 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
28 the start of construction as set forth in Section I.8., with a complete list of all contractors and

1 subcontractors to be performing work on PROJECT, including the corresponding license number
2 and license classification of each. At such time, DEVELOPER shall further identify in writing
3 its designated superintendent for PROJECT construction.
4

5 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
6 the start of construction as set forth in Section I.8., a construction schedule which shall show the
7 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
8 various parts of work, including estimated start and completion dates. As construction of
9 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
10 DISTRICT.
11

12 14. Furnish DISTRICT with final mylar PROJECT plans and assign their
13 ownership to DISTRICT prior to the start of PROJECT construction.

14 15. Not permit any change to or modification of the DISTRICT and CITY
15 approved IMPROVEMENT PLANS without the prior written permission and consent of
16 DISTRICT and CITY.
17

18 16. Comply with all Cal/OSHA safety regulations including regulations
19 concerning confined space and maintain a safe working environment for DEVELOPER, CITY
20 and DISTRICT employees on the site.

21 17. 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 confined space entry procedure specific
23 to PROJECT. The procedure shall comply with requirements contained in California Code of
24 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
25 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall
26 be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
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18. DEVELOPER shall not commence operations until DISTRICT and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPER'S obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

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 CITY, 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 City of Moreno Valley, the Riverside County Flood

1 Control and Water Conservation District and County, its agencies,
2 districts, special districts and departments, their respective directors,
3 officers, Board of Supervisors, employees, elected or appointed
4 officials, agents or representatives as additional insureds. Policy's limit
5 of liability shall not be less than \$2,000,000 per occurrence combined
6 single limit. If such insurance contains a general aggregate limit, it
7 shall apply separately to this Agreement or be no less than two (2) times
8 the occurrence limit.
9

10 C. Vehicle Liability:

11 If DEVELOPER'S vehicles or mobile equipment are used in the
12 performance of the obligations under this Agreement, then
13 DEVELOPER shall maintain liability insurance for all owned, non-
14 owned or hired vehicles so used in an amount not less than \$1,000,000
15 per occurrence combined single limit. If such insurance contains a
16 general aggregate limit, it shall apply separately to this Agreement or
17 be no less than two (2) times the occurrence limit. Policy shall name
18 the City of Moreno Valley, the Riverside County Flood Control and
19 Water Conservation District and County, its agencies, districts, special
20 districts and departments, their respective directors, officers, Board of
21 Supervisors, employees, elected or appointed officials, agents or
22 representatives as additional insureds.
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24 D. Professional Liability:

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

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15 E. General Insurance Provisions - All Lines:

- 16 i. Any insurance carrier providing insurance coverage hereunder
17 shall be admitted to the State of California and have an A.M.
18 BEST rating of not less than an A: VIII (A: 8) unless such
19 requirements are waived, in writing, by the County Risk
20 Manager. If the County Risk Manager waives a requirement for
21 a particular insurer such waiver is only valid for that specific
22 insurer and only for one policy term.
- 23
24 ii. DEVELOPER must declare its insurance self-insured retention
25 for each coverage required herein. If any such self-insured
26 retention exceeds \$500,000 per occurrence each such retention
27 shall have the prior written consent of the County Risk Manager
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1 before the commencement of operations under this Agreement.
2 Upon notification of self-insured retention deemed unacceptable
3 to DISTRICT, and at the election of CITY and the County Risk
4 Manager, DEVELOPER'S carriers shall either 1) reduce or
5 eliminate such self-insured retention with respect to this
6 Agreement with DISTRICT, or 2) procure a bond which
7 guarantees payment of losses and related investigations, claims
8 administration and defense costs and expenses.
9

10 iii. DEVELOPER shall cause their insurance carrier(s) to furnish
11 CITY and DISTRICT with 1) a properly executed original
12 certificate(s) of insurance and certified original copies of
13 endorsements effecting coverage as required herein, and 2) if
14 requested to do so orally or in writing by CITY or the County
15 Risk Manager, provide original certified copies of policies,
16 including all endorsements and all attachments thereto, showing
17 such insurance is in full force and effect. Further, said
18 certificate(s) and policies of insurance shall contain the covenant
19 of the insurance carrier(s) that a minimum of sixty (60) days
20 written notice shall be given to CITY and DISTRICT prior to any
21 material modification, cancellation, expiration or reduction in
22 coverage of such insurance. If DEVELOPER insurance carrier(s)
23 policies does not meet the minimum notice requirement found
24 herein, DEVELOPER shall cause DEVELOPER'S insurance
25 carrier(s) to furnish a 60 day Notice of Cancellation Endorsement.
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In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith unless DISTRICT and CITY receive, 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.

iv. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and CITY and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

v. 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 and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary

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

vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to CITY and DISTRICT.

viii. DEVELOPER agrees to notify CITY and DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

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

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Development Review Section) and CITY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final

1 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
2 PROJECT.

3
4 22. Upon completion of PROJECT construction, and upon acceptance by CITY
5 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
6 maintenance of DISTRICT DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES, but
7 prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership,
8 operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control
9 easement(s) and/or fee parcel(s), including ingress and egress, for the rights of way deemed
10 necessary by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE
11 FACILITIES, in a form approved by DISTRICT, for the rights of way as shown in concept in
12 orange on Exhibit "C".
13

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

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

3
4 25. Accept ownership and sole responsibility for the operation and maintenance
5 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
6 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and
7 responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES. Further, it
8 is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and
9 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
10 PROJECT and shall be in a satisfactorily maintained condition as solely determined by
11 DISTRICT. If subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT
12 DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole
13 expense of DEVELOPER.
14

15 26. [THIS SECTION INTENTIONALLY LEFT BLANK]

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

25 28. Ensure that all work performed pursuant to this Agreement by
26 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
27 regulations, including but not limited to all applicable provisions of the Labor Code, Business and
28

1 Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs
2 associated with compliance with applicable laws and regulations.

3
4 SECTION II

5 DISTRICT shall:

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

8 2. Provide CITY with an opportunity to review and approve IMPROVEMENT
9 PLANS prior to DISTRICT'S final approval.

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

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

14 5. Inspect DISTRICT DRAINAGE FACILITIES' construction.

15 6. Keep an accurate accounting of all DISTRICT costs associated with the
16 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
17 conveyance documents and the processing and administration of this Agreement.
18

19 7. Keep an accurate accounting of all DISTRICT construction inspection costs
20 and, within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
21 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
22 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
23 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
24 FACILITIES as being complete.
25

26 8. Accept ownership and sole responsibility for the operation and maintenance
27 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
28

1 DRAINAGE FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of
2 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record
3 drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all conveyance
4 documents described in Section I.22., (v) CITY acceptance of all necessary street rights of way
5 as deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT
6 DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES, (vi) CITY acceptance of CITY
7 DRAINAGE FACILITIES for ownership, operation, and maintenance and (vii) DISTRICT'S sole
8 determination that DISTRICT DRAINAGE FACILITIES are in a satisfactory condition.

9
10 9. Accept responsibility for the maintenance (not including structural
11 maintenance) of CITY CULVERTS.

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

16 SECTION III

17 CITY shall:

18 1. Review and approve IMPROVEMENT PLANS prior to the start of
19 PROJECT construction.
20

21 2. Accept the CITY and DISTRICT approved faithful performance and
22 payment bonds submitted by DEVELOPER, as set forth in Section I.6., and hold said bonds as
23 provided herein.

24 3. Inspect PROJECT construction.

25 4. Consent, by execution of this Agreement, to the recording of any Irrevocable
26 Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
27

1 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as
2 set forth herein and any other outstanding offers of dedication necessary for the construction,
3 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey
4 sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and
5 maintain DISTRICT DRAINAGE FACILITIES.
6

7 6. Grant DISTRICT, by execution of this Agreement, the right to construct,
8 inspect, operate and maintain DISTRICT DRAINAGE FACILITIES and CITY CULVERTS
9 within CITY rights of way.

10 7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as
11 being complete, accept sole responsibility for keeping in safe condition all public trails, pathways
12 and access roads associated therewith, including but not limited to, removal of trash and debris,
13 performing graffiti removal and vegetation control including any necessary mowing, cutting and
14 weed abatement associated therewith.
15

16 8. Prior to constructing any improvements or performing any physical
17 modifications within DISTRICT'S RIGHT OF WAY, obtain an encroachment permit from
18 DISTRICT, pursuant to its rules and regulations.
19

20 9. Remove any unauthorized structures or improvements or cease any
21 interfering use upon receipt of a written notification from DISTRICT in the event DISTRICT'S
22 General Manager-Chief Engineer determines that such structures or improvements or use of
23 DISTRICT'S RIGHT OF WAY in any way interfere with DISTRICT DRAINAGE FACILITIES'
24 primary purpose and function.

25 10. Assume all obligations to maintain any recreational amenities located within
26 DISTRICT'S RIGHT OF WAY, including but not limited to, repairing and/or replacing pathways,
27
28

1 access roads, irrigation works, landscape maintenance and the routine removal of accumulated
2 litter, trash and debris associated with public's use of DISTRICT'S RIGHT OF WAY.

3
4 11. Assume all liability in conjunction with the public's use of DISTRICT'S
5 RIGHT OF WAY including claims of third persons for injury or death or damage to property.
6 Said obligation shall not include any inverse condemnation liability of CITY by reason of location
7 of DISTRICT DRAINAGE FACILITIES or DISTRICT'S improvements thereto unless such
8 liability is the result of public's use of the property pursuant to CITY'S actual or tacit consent.

9
10 12. Be solely responsible for providing public security and safety in conjunction
11 with the public's use of DISTRICT'S RIGHT OF WAY.

12
13 13. Ensure the safety of all persons who may use DISTRICT'S RIGHT OF WAY
14 by conducting regular safety inspections and promptly repairing any damage to DISTRICT'S
15 RIGHT OF WAY that may be necessary.

16
17 14. Repair any damage to DISTRICT DRAINAGE FACILITIES or
18 DISTRICT'S RIGHT OF WAY resulting from CITY'S or the public's use thereof.

19
20 15. Accept ownership and sole responsibility for the operation and maintenance
21 of CITY DRAINAGE FACILITIES, as well as structural maintenance of CITY CULVERTS,
22 upon DISTRICT acceptance of DISTRICT 'DRAINAGE FACILITIES for ownership and
23 responsibility for operation and maintenance.

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

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SECTION IV

It is further mutually agreed:

1. Pursuant to the terms of this Agreement and RULES, the ADP Fee Credit ("CREDIT") may be used to offset the ADP fee obligation(s) for Tract No. 36436 and/or certain properties located within Moreno ADP ("ELIGIBLE PROPERTIES"). Once CREDIT is credited to DEVELOPER, DEVELOPER may transfer all or a part thereof to the owner(s) of the ELIGIBLE PROPERTIES and said owner(s) may use said credit(s) to offset its (their) ADP fee obligation(s) associated with any of the ELIGIBLE PROPERTIES. It is mutually understood and agreed that CREDIT earned by DEVELOPER pursuant to this Agreement may only be transferred to the ELIGIBLE PROPERTIES and no others. It is further mutually understood and agreed that DEVELOPER may divide its CREDIT among multiple ELIGIBLE PROPERTIES; however, each CREDIT transfer may occur only once.

2. In order to transfer any ADP Fee Credits earned pursuant to Section IV.1. to the owner(s) of ELIGIBLE PROPERTIES, its (their) successors or assignees, an ADP Credits Transfer/Sale Agreement between DEVELOPER, its successors or assignees and the party that is to receive said ADP Fee Credit(s) must be executed prior to the payment of applicable ADP drainage fees on the property for which the credit transfer is proposed. DEVELOPER shall provide DISTRICT with an original copy of each agreement. The form of the ADP Credits Transfer/Sale Agreement shall be substantially the same as set forth in Exhibit "D", attached hereto and made a part hereof, and shall clearly specify the parcel map number and owner transferring ADP Fee Credits, the Assessor's Parcel Number ("APN") and ownership of the property that is to receive the ADP Fee Credits, the amount of the ADP Fee Credits being transferred, certification that the contents of the Transfer/Sales Agreement are correct, and bear

1 the properly notarized signatures of both the "Assignor" and the "Assignee". The foregoing
2 notwithstanding, no transfer of ADP Fee Credits shall become effective until an original copy of
3 the fully executed Transfer/Sales Agreement is provided to DISTRICT and countersigned by
4 DISTRICT'S Chief of Planning Division.
5

6 3. The distribution and transfer of ADP Fee Credits by and between
7 DEVELOPER and the owner(s) of ELIGIBLE PROPERTIES is strictly a private business
8 transaction between said parties and neither DISTRICT nor CITY shall play any role in
9 adjudicating or arbitrating such matters.
10

11 4. All construction work involved with PROJECT shall be inspected by
12 DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually
13 agree in writing that construction is completed in accordance with DISTRICT and CITY approved
14 IMPROVEMENT PLANS.

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

20 6. DEVELOPER shall complete construction of PROJECT within twelve (12)
21 consecutive months after execution of this Agreement and within one hundred twenty (120)
22 consecutive calendar days after commencing work on PROJECT. It is expressly understood that
23 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within
24 the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and
25 require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case,
26 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.
27
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1 7. If DEVELOPER fails to commence construction of PROJECT within nine
2 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
3 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they
4 exist at the time DEVELOPER provides written notification to DISTRICT of the start of
5 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
6 materially affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
7 DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
8 PLANS as deemed necessary by DISTRICT.

9
10 8. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
11 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.8.;
12 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
13 Notice to Proceed is subject to staff availability.

14
15 In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed,
16 DEVELOPER may elect to furnish an independent qualified construction inspector at
17 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
18 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
19 approval. DISTRICT shall review the individual's qualifications and experience, and upon
20 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
21 to act on DISTRICT'S behalf on all PROJECT construction and quality control matters. If
22 DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3. exceeds
23 ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent
24 (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S
25 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars
26 (\$10,000) shall be retained on account.
27
28

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

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

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

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

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

23 15. In the event there is conflict between this Section and California Civil Code
24 Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782.
25 Such interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT or CITY
26 to the fullest extent allowed by law.
27
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1 16. Any waiver by DISTRICT or by CITY of any breach of any one or more of
 2 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
 3 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
 4 require exact, full and complete compliance with any terms of this Agreement shall not be
 5 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
 6 enforcement hereof.
 7

8 17. This Agreement is to be construed in accordance with the laws of the State
 9 of California. If any provision in this Agreement is held by a court of competent jurisdiction to be
 10 invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect
 11 without being impaired or invalidated in any way.
 12

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

15 RIVERSIDE COUNTY FLOOD CONTROL
 16 AND WATER CONSERVATION DISTRICT
 17 1995 Market Street
 Riverside, CA 92501
 Attn: Administrative Services Section

CITY OF MORENO VALLEY
 14177 East Frederick Street
 Moreno Valley, CA 92552
 Attn: City Engineer

18 KB HOMES CALIFORNIA LLC
 19 36310 Inland Valley Drive
 Wildomar, CA 92595
 20 Attn: John Miles

21 19. Any action at law or in equity brought by any of the parties hereto for the
 22 purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of
 23 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive
 24 all provisions of law providing for a change of venue in such proceedings to any other county.
 25

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

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

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

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

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

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

20 //

21 //

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

MAY 09 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By [Signature]
JASON E. UHLEY
General Manager-Chief Engineer

By [Signature]
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 [Signature]
NEAL R. KIPNIS
Deputy County Counsel

By [Signature]
Deputy


(SEAL)

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Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Moreno Master Drainage Plan – Line G-10
Project No. 4-0-00143-03
Tract No. 36436
LMD:bad
10-27-16

1 RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

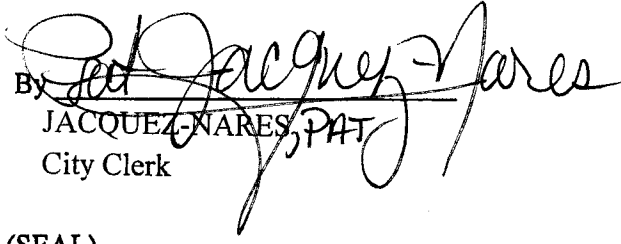
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3 By 
4 AHMAD R. ANSARI
Public Works Director/City Engineer

By 
MICHELLE DAWSON
City Manager

7 APPROVED AS TO FORM:
8 MARTIN D. KOCZANOWICZ
City Attorney

ATTEST:

9
10 By 
11 PAUL EARLY
Assistant City Attorney

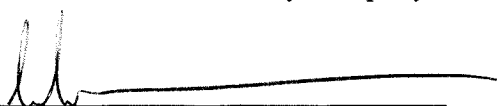
By 
JACQUEZ-NARES, PAT
City Clerk

(SEAL)

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25 Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
26 Moreno Master Drainage Plan – Line G-10
27 Project No. 4-0-00143-03
Tract No. 36436
LMD:bad
10-27-16

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KB HOMES CALIFORNIA, LLC
a Delaware limited liability company

By 
SCOTT HANSEN
Vice President, Forward Planning

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Moreno Master Drainage Plan – Line G-10
Project No. 4-0-00143-03
Tract No. 36436
LMD:bad
10-27-16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

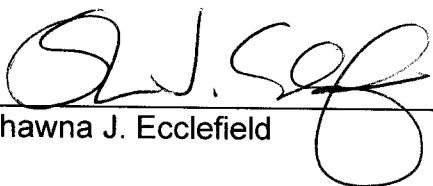
State of California }

County of Riverside }

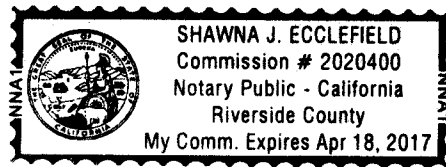
On January 30, 2017 before me, Shawna J. Ecclefield, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Shawna J. Ecclefield



(SEAL)

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EXHIBIT "D"

**SAMPLE:
ADP CREDITS Transfer/Sale Agreement**

Pursuant to an Agreement dated _____, 20____, between the Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and _____, hereinafter called "DEVELOPER", which is hereby incorporated herein by this reference and hereinafter called "AGREEMENT", and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. DEVELOPER, hereinafter called "ASSIGNOR", currently owns \$_____ of Moreno Area Drainage Plan Credits, hereinafter called "CREDITS", originally earned on _____ as evidenced by the attached CREDIT STATEMENT.

2. ASSIGNOR hereby transfers, sells, grants and conveys \$_____ of said CREDITS and all of the rights, title, interest, benefits and privileges of said CREDITS to _____, hereinafter called "ASSIGNEE", to satisfy the requirement to pay drainage fees for APN [List all applicable: _____] located within the Moreno Area Drainage Plan.

3. ASSIGNEE hereby accepts the foregoing transfer of CREDITS and certifies that the foregoing is correct and is aware of and understands the terms of AGREEMENT.

4. The transfer or sale of CREDITS provided for under this Transfer/Sale Agreement may be the subject of additional agreements between ASSIGNOR and ASSIGNEE. Notwithstanding any term, condition or provision of such additional agreements, the rights of DISTRICT arising under or from AGREEMENT, and this Transfer/Sale Agreement shall not be affected, diminished or defeated in any way; except upon the express written agreement of DISTRICT.

5. The transfer or sale of CREDITS provided for under this Transfer/Sale Agreement shall not be deemed effective until a fully executed original copy of this document is provided to DISTRICT and countersigned by DISTRICT'S Chief of Planning Division.

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EXHIBIT "D"

"ASSIGNOR"

By: _____
Name: _____
Title: _____
Dated: _____

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

"ASSIGNEE"

By: _____
Name: _____
Title: _____
Dated: _____

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

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

By: _____
CHIEF OF PLANNING DIVISION
Dated: _____

Exhibit A

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL A:

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

APN: 478-100-034-1

PARCEL B:

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

APN: 478-090-007-7

PARCEL C:

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY (EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06

COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

Page 1 of 2

Exhibit A

FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

APN: 478-090-036-3 AND 478-100-010-9

PARCEL D:

LOT 3, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

APN: 478-100-009-9

COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

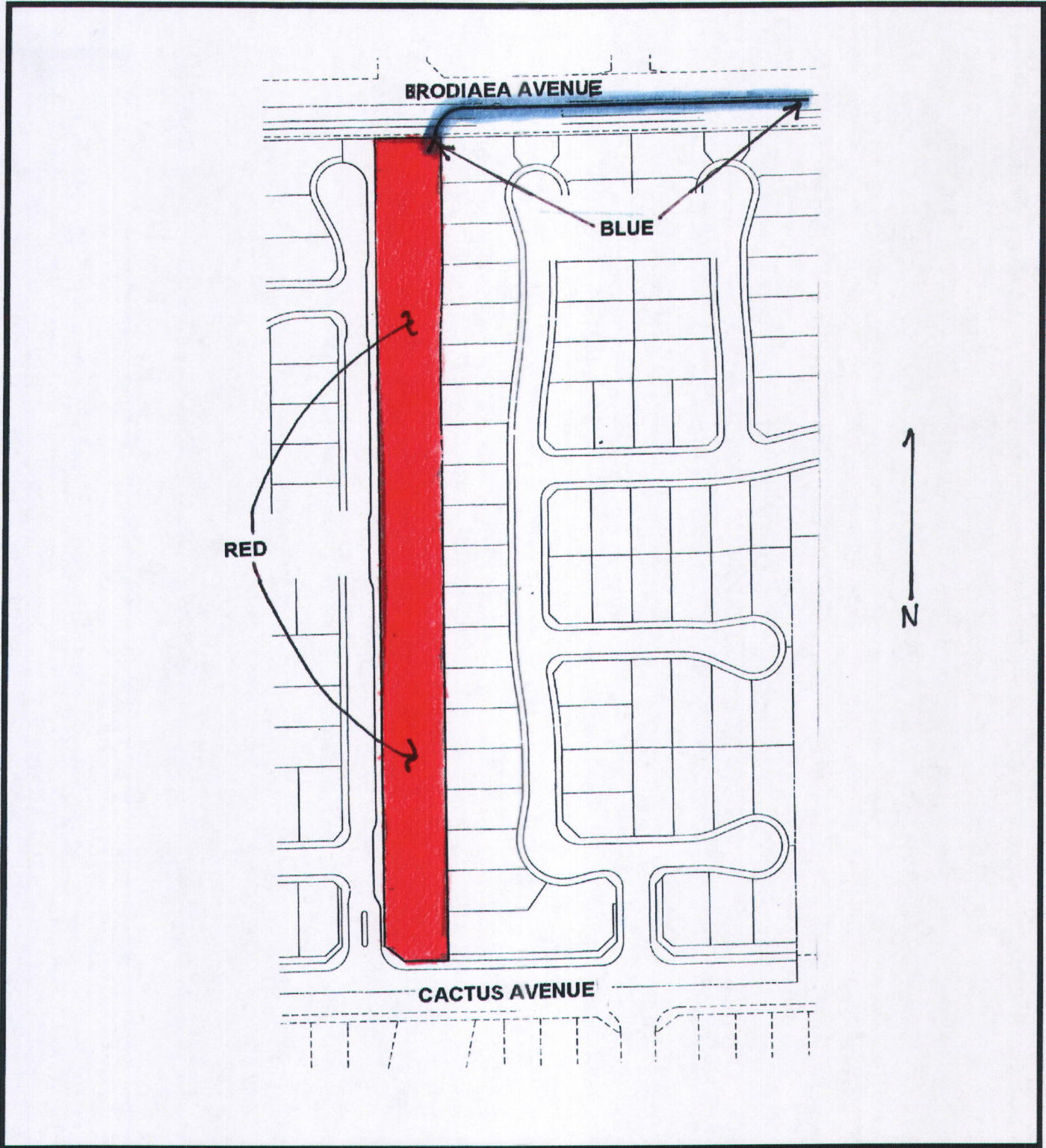
Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

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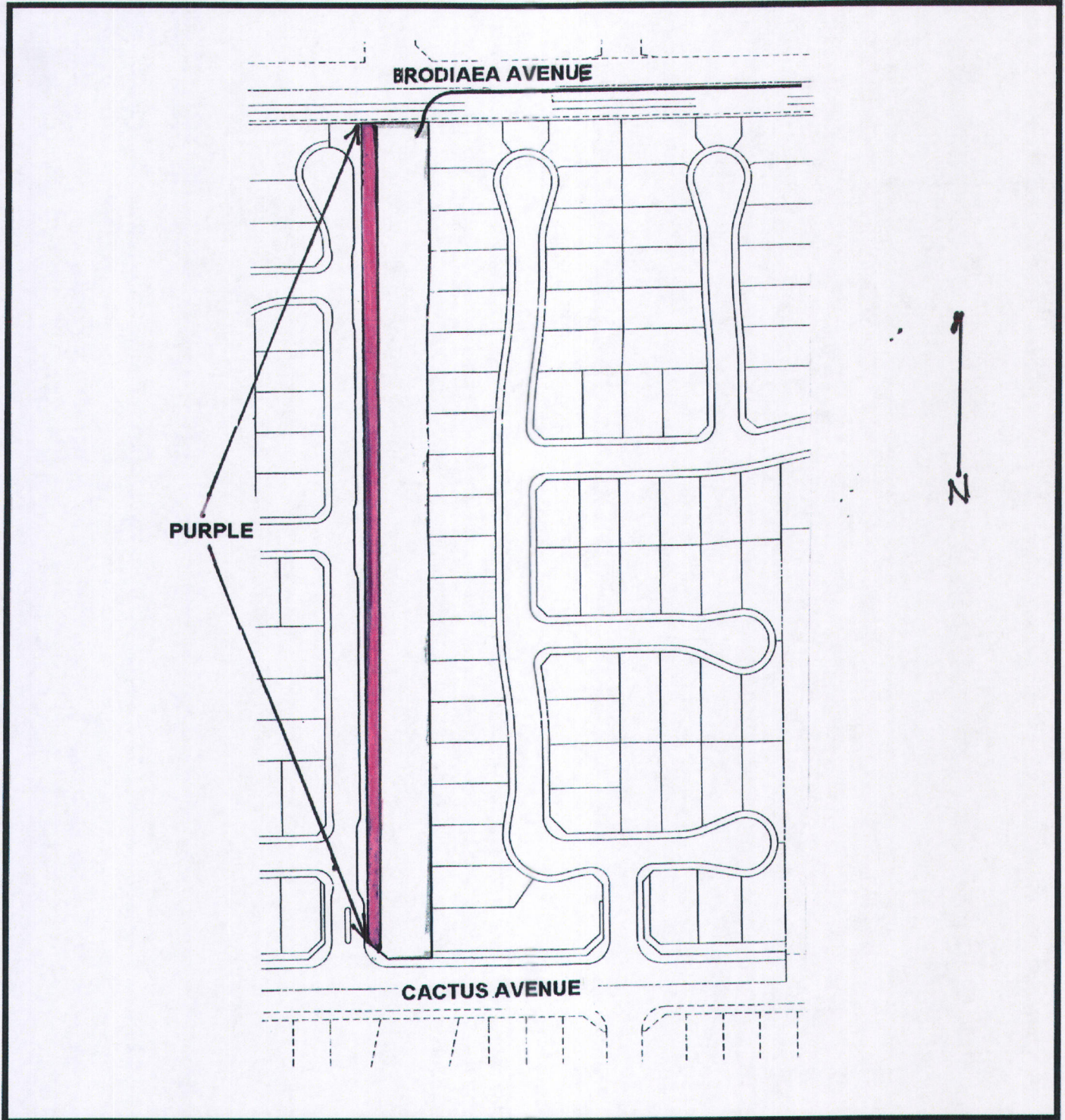
Exhibit B



COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Moreno Master Drainage Plan – Line G-10
Project No. 4-0-00143-03
Tract No. 36436
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Exhibit B



COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

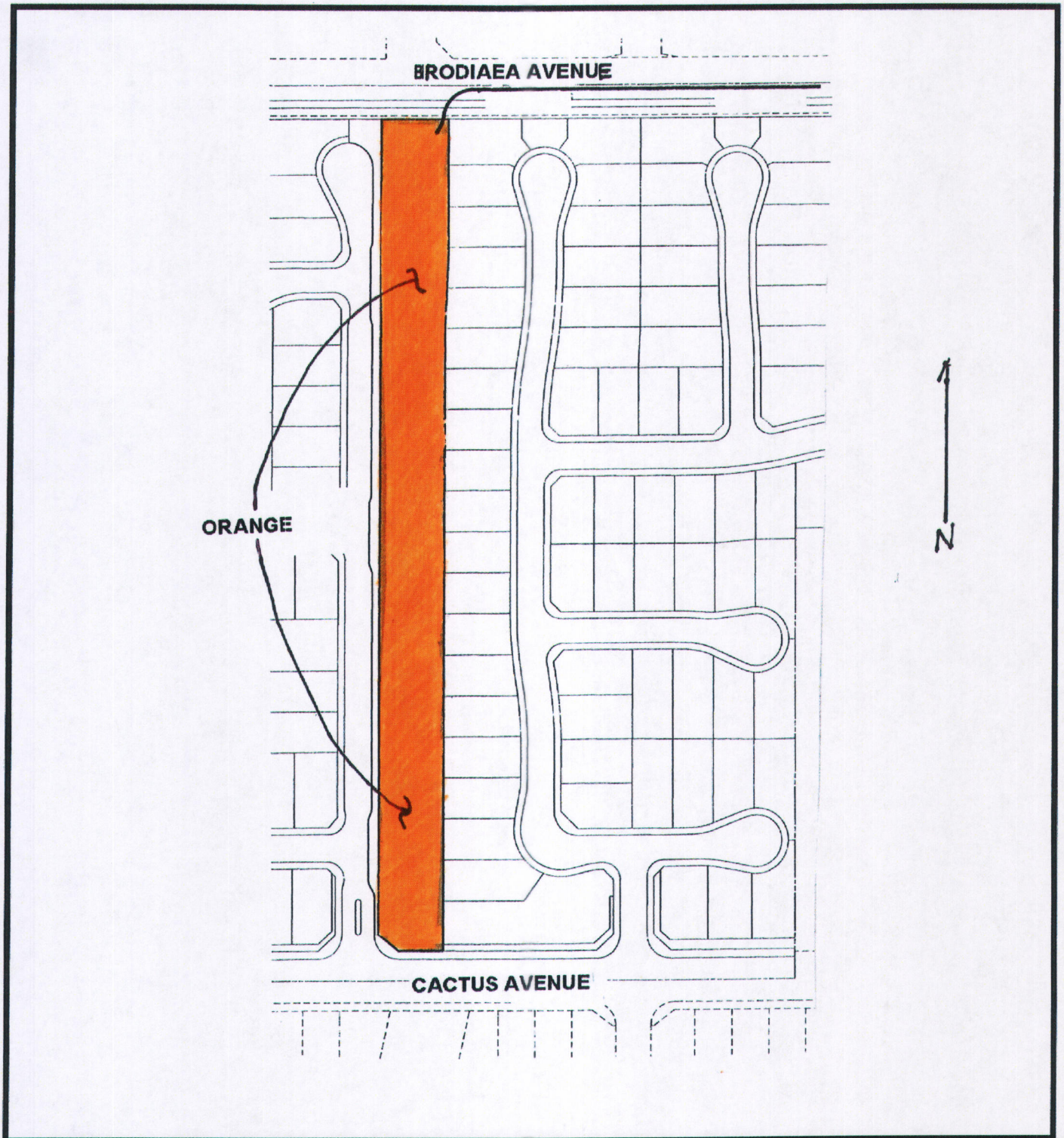
Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

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Exhibit C



COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

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