

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



ITEM  
3.114  
(ID # 4827)

**MEETING DATE:**

Tuesday, August 29, 2017


**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval of the Cooperative Agreement between the County of Riverside, Flood Control and Water Conservation District, and Starfield Sycamore Investors, LLC for Temescal Canyon – Santiago Canyon Road Storm Drain (Tract No. 36317 and 36317-1), Project No. 2-0-00266; 1st District [\$0]

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

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

**ACTION:** Policy




Patricia Romo, Director of Transportation 7/28/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: August 29, 2017  
xc: TLMA-Transp.

Kecja Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A. No General funds will be used for this project.			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

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

**SUMMARY:**

This Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 36317 and 36317-1, are to be constructed, inspected, operated and maintained by the Riverside County Flood Control and Water Conservation District and the County Transportation Department (Transportation Department). The Tracts are located in Temescal Canyon, west of Santiago Canyon Road.

This Agreement is necessary for the Transportation Department to provide construction inspection, and subsequent operation and maintenance of the referenced storm drain appurtenances.

Upon completion of construction, the Riverside County Flood Control and Water Conservation District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems, outlet structure and two inlet structures together with one debris basin. The Transportation Department will assume ownership and responsibility for the operation and maintenance of the storm drain appurtenances located within the County right of way, including associated catch basins and laterals that are 36 inches or less in diameter.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Flood Control and Water Conservation District Agenda this same date.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 36317 and 36317-1. The principal beneficiaries are the future residents of the tracts. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

**Additional Fiscal Information**

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the mainline storm drain system will accrue to the District. Future operation and maintenance costs of the storm drain appurtenances located within the County right of way will accrue to Transportation Department and will be absorbed into the existing operational budget.

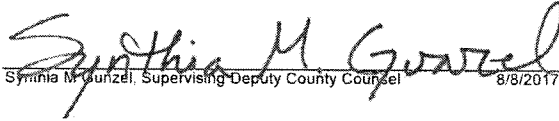
**Contract History and Price Reasonableness:**


N/A


**ATTACHMENTS:**

- Vicinity Map
- Cooperative Agreement

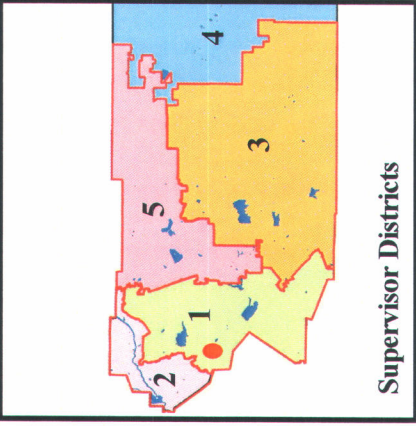
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Cynthia M. Gouzel, Supervising Deputy County Counsel 8/8/2017

  
Tina Grande, Principal Management Analyst 8/10/2017

  
Gregory V. Priapos, Director County Counsel 8/8/2017





Supervisor Districts

**LEGEND:**

-  Project Vicinity
-  Supervisorial District

**DESCRIPTION:**

Temescal Canyon-Santiago Canyon Rd.  
Storm Drain





COPY

COOPERATIVE AGREEMENT  
Temescal Canyon – Santiago Canyon  
Road Storm Drain  
Project No. 2-0-00266  
Tract Nos. 36317 and  
36317-1

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), County of Riverside, a political subdivision of the State of California ("COUNTY"), and Starfield Sycamore Investors, LLC a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Tract Nos. 36317 and 36317-1, located within the County of Riverside. DEVELOPER has submitted for approval Tract Nos. 36317 and 36317-1 located in an unincorporated area of the County of Riverside. As a condition of approval for Tract Nos. 36317 and 36317-1, DEVELOPER must construct certain stormwater management facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Tract Nos. 36317 and 36317-1 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on Exhibit "B" attached here to and made a part hereof, and District Drawing No. 2-0470, include construction of:

1. Approximately 2,820 lineal feet of underground storm drain system that ties together an outlet structure near Quince Court and inlet structure near Pawpaw Court hereinafter known as "LINE A" as shown in concept in red; and

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- 2. Approximately 220 lineal feet of concrete lined channel and headwall, hereinafter known as "LINE A - INLET", located adjacent to Pawpaw Court, within Open Space Lot 94, as shown in concept in yellow; and
- 3. Riprap lined outlet and outlet structure, located near Quince Court within Open Space Lot 87, hereinafter known as "LINE A-OUTLET" as shown in concept in blue; and
- 4. Approximately 220 lineal feet of 48-inch reinforced concrete pipe, that connects downstream to LINE A and upstream at an inlet structure, hereinafter known as "LATERAL A-2", as shown in concept in orange; and
- 5. Inlet debris basin and headwall located near Marang Court within Open Space Lot 93, hereinafter known as "LATERAL A-2 INLET" as shown in concept in purple; and

Together LINE A, LINE A-INLET, LINE A-OUTLET, LATERAL A-2 and LATERAL A-2 INLET are hereinafter called "DISTRICT DRAINAGE FACILITIES".

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain catch basins, connector pipe, curb and gutter and a lateral storm drain that is thirty-six inches (36") or less in diameter that are located within COUNTY held easements or rights of way ("APPURTENANCES"); and

E. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

F. DEVELOPER and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

G. DEVELOPER and DISTRICT desire COUNTY to accept ownership

1 and responsibility for the operation and maintenance of APPURTENANCES.  
2 Therefore, COUNTY must review and approve DEVELOPER's plans and specifications  
3 for PROJECT and subsequently inspect the construction of APPURTENANCES; and  
4

5 H. DISTRICT is willing to (i) review and approve DEVELOPER's plans  
6 and specifications for PROJECT, (ii) inspect the construction of DISTRICT  
7 DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation  
8 and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a)  
9 complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT  
10 and COUNTY approved plans and specifications, (c) obtains and conveys to DISTRICT  
11 all rights of way necessary for the inspection, operation and maintenance of DISTRICT  
12 DRAINAGE FACILITIES as set forth herein and (d) accepts ownership and  
13 responsibility for the operation and maintenance of PROJECT following completion of  
14 PROJECT construction until such time as DISTRICT accepts ownership and  
15 responsibility for the operation and maintenance of DISTRICT DRAINAGE  
16 FACILITIES; and  
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18 I. COUNTY is willing to (i) review and approve DEVELOPER's plans  
19 and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept  
20 and hold faithful performance and payment bonds submitted by DEVELOPER for  
21 DISTRICT DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect,  
22 operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of  
23 way, (v) convey to DISTRICT all rights of way necessary for the inspection, operation and  
24 maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein, and (vi) accept  
25 ownership and responsibility for the operation and maintenance of APPURTENANCES,  
26 provided PROJECT is constructed in accordance with plans and specifications approved  
27 by DISTRICT and COUNTY.  
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1 NOW, THEREFORE, the parties hereto mutually agree as follows:

2 SECTION I

3 DEVELOPER shall:

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

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10 2. Continue to pay DISTRICT, within thirty (30) days after receipt of  
11 periodic billings from DISTRICT, any and all such amounts as are deemed reasonably  
12 necessary by DISTRICT to cover DISTRICT's costs associated with the review of  
13 IMPROVEMENT PLANS, review and approval of rights of way and conveyance  
14 documents, and with the processing and administration of this Cooperative Agreement.  
15 Additionally, DEVELOPER shall deposit with COUNTY any and all such amounts as  
16 are deemed reasonably necessary by COUNTY to cover COUNTY's costs associated  
17 with the review of IMPROVEMENT PLANS, the review and approval of all right of  
18 way and conveyance documents, and with the processing and administration of this  
19 Agreement.  
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21 3. Deposit with DISTRICT (Attention: Business Office – Accounts  
22 Receivable) at the time of providing written notice to DISTRICT of the start of  
23 PROJECT construction as set forth in Section I.8. herein, the estimated cost of  
24 providing construction inspection for DISTRICT DRAINAGE FACILITIES in an  
25 amount as determined and approved by DISTRICT in accordance with Ordinance Nos.  
26 671 and 749 of the County of Riverside, including any amendments thereto, based  
27 upon the bonded value of DISTRICT DRAINAGE FACILITIES. If at any time the  
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1 costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with  
2 DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably  
3 necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE  
4 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.  
5 Additionally, deposit with COUNTY (Attention: Public Works/Land Development), at  
6 the time of providing written notice to DISTRICT of the start of PROJECT construction  
7 as set forth in Section I.8., the estimated cost of providing construction inspection in an  
8 amount as determined and approved by COUNTY in accordance with the most recent  
9 COUNTY Code and Fee Resolution of COUNTY, including any amendments thereto.  
10

11 4. Grant DISTRICT and COUNTY, by execution of this Cooperative  
12 Agreement, the right to enter upon DEVELOPER's property where necessary and  
13 convenient for the purpose of gaining access to and performing inspection service for the  
14 construction of PROJECT as set forth herein.  
15

16 5. Secure, at its sole cost and expense, all necessary licenses,  
17 agreements, permits and rights of entry as may be needed for the construction,  
18 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES.  
19 DEVELOPER shall furnish DISTRICT, at the time of providing written notice to  
20 DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty  
21 (20) days prior to recordation of the final map for Tract Nos. 36317 and 36317-1 or any  
22 phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having  
23 secured such necessary licenses, agreements, permits and rights of entry, as determined  
24 and approved by DISTRICT.  
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26 6. Prior to commencing construction, furnish DISTRICT and COUNTY  
27 with copies of all permits, approvals or agreements required by any federal, state or  
28 local resource and/or regulatory agency for the construction, operation and maintenance

1 of DISTRICT DRAINAGE FACILITIES. Such documents include but are not limited  
2 to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality  
3 Control Board, California State Department of Fish and Wildlife, State Water Resources  
4 Control Board and Western Riverside County Regional Conservation Authority.

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6 7. Provide COUNTY, at the time of providing written notice to  
7 DISTRICT of the start of construction as set forth in Section I.8. or not less than  
8 twenty (20) days prior to recordation of the final map for Tract Nos. 36317 and 36317-  
9 1 or any phase thereof, whichever occurs first, with faithful performance and payment  
10 bonds, each in the amount of one hundred percent (100%) of the estimated cost for  
11 construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT.  
12 The surety, amount and form of the bonds, shall be subject to approval of DISTRICT  
13 and COUNTY. The bonds shall remain in full force and effect until DISTRICT  
14 DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the  
15 bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee  
16 against any defective work, labor or materials.

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

23  
24 9. Obtain and provide DISTRICT, at the time of providing written  
25 notice to DISTRICT of the start of construction of PROJECT as set forth in Section I.8.  
26 or not less than twenty (20) days prior to the recordation of the final map for Tract  
27 Nos. 36317 and 36317-1 or any phase thereof, whichever occurs first, with duly executed  
28 Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes,

1 including ingress and egress, for the rights of way deemed necessary by DISTRICT  
2 for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE  
3 FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by  
4 DISTRICT and shall be executed by all legal and equitable owners of the property  
5 described in the offer(s).  
6

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

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

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

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

14. Not permit any change to or modification of DISTRICT and

1 COUNTY approved IMPROVEMENT PLANS without the prior written permission and  
2 consent of DISTRICT and COUNTY.

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

7 16. Furnish DISTRICT, at the time of providing written notice to  
8 DISTRICT of the start of construction as set forth in Section I.8., a confined space entry  
9 procedure specific to PROJECT. The procedure shall comply with requirements  
10 contained in California Code of Regulations, Title 8, Section 5158, Other Confined  
11 Space Operations, Section 5157, Permit Required Confined Space and District Confined  
12 Space Procedures, SOM-18. The procedure shall be reviewed and approved by  
13 DISTRICT prior to the issuance of a Notice to Proceed.  
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15 17. DEVELOPER shall not commence operations until DISTRICT has  
16 been furnished with original certificate(s) of insurance and original certified copies of  
17 endorsements and if requested, certified original policies of insurance including all  
18 endorsements and any and all other attachments as required in this Section. Without  
19 limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT  
20 harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its  
21 sole cost and expense, the following insurance coverage's during the term of this  
22 Agreement:  
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24 A. Workers' Compensation:

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26 If DEVELOPER has employees as defined by the State of  
27 California, DEVELOPER shall maintain statutory Workers'  
28 Compensation Insurance (Coverage A) as prescribed by the

1 laws of the State of California. Policy shall include  
2 Employers' Liability (Coverage B) including Occupational  
3 Disease with limits not less than \$1,000,000 per person per  
4 accident. Policy shall be endorsed to waive subrogation in  
5 favor of DISTRICT, the County of Riverside and COUNTY.  
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7 B. Commercial General Liability:

8 Commercial General Liability insurance coverage, including  
9 but not limited to, premises liability, unmodified contractual  
10 liability, products and completed operations liability, personal  
11 and advertising injury, and cross liability coverage, covering  
12 claims which may arise from or out of DEVELOPER's  
13 performance of its obligations hereunder. Policy shall name  
14 DISTRICT, the County of Riverside and COUNTY, its  
15 agencies, districts, special districts, and departments, their  
16 respective directors, officers, Board of Supervisors, employees,  
17 elected or appointed officials, agents or representatives as  
18 additional insureds. Policy's limit of liability shall not be less  
19 than \$2,000,000 per occurrence combined single limit. If such  
20 insurance contains a general aggregate limit, it shall apply  
21 separately to this Agreement or be no less than two (2) times the  
22 occurrence limit.  
23  
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25 C. Vehicle Liability:

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27 If DEVELOPER's vehicles or mobile equipment are used in  
28 the performance of the obligations under this Agreement, then



1 DEVELOPER shall maintain liability insurance for all owned,  
2 non- owned or hired vehicles so used in an amount not less  
3 than \$1,000,000 per occurrence combined single limit. If such  
4 insurance contains a general aggregate limit, it shall apply  
5 separately to this Agreement or be no less than two (2) times  
6 the occurrence limit. Policy shall name DISTRICT, the County  
7 of Riverside and COUNTY, its agencies, districts, special  
8 districts, and departments, their respective directors, officers,  
9 Board of Supervisors, employees, elected or appointed  
10 officials, agents or representatives as additional insureds.  
11

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

4 E. General Insurance Provisions – All Lines:

- 5  
6 i. Any insurance carrier providing insurance coverage  
7 hereunder shall be admitted to the State of California  
8 and have an A.M. BEST rating of not less than an  
9 A: VIII (A: 8) unless such requirements are waived,  
10 in writing, by the County and COUNTY Risk  
11 Managers. If the Risk Managers waives a requirement  
12 for a particular insurer such waiver is only valid for  
13 that specific insurer and only for one policy term.
- 14  
15 ii. DEVELOPER must declare its insurance self-insured  
16 retention for each coverage required herein. If any such  
17 self-insured retention exceeds \$500,000 per occurrence  
18 each such retention shall have the prior written consent  
19 of the County and COUNTY Risk Managers before  
20 the commencement of operations under this  
21 Agreement. Upon notification of self-insured retention  
22 deemed unacceptable to DISTRICT, and at the election  
23 of the Risk Managers, DEVELOPER's carriers shall  
24 either: 1) reduce or eliminate such self-insured retention  
25 with respect to this Agreement with DISTRICT, or 2)  
26 procure a bond which guarantees payment of losses and  
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related investigations, claims administration, and defense costs and expenses.

iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County and COUNTY Risk Managers, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of sixty (60) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) or its contractor's insurance carrier(s), to furnish a 60-day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives,

1 prior to such effective date, another properly executed  
2 original certificate of insurance and original copies of  
3 endorsements or certified original policies, including all  
4 endorsements and attachments thereto, evidencing  
5 coverages set forth herein and the insurance required  
6 herein is in full force and effect. An individual  
7 authorized by the insurance carrier to do so on its behalf  
8 shall sign the original endorsements for each policy and  
9 the certificate of insurance.  
10

11 iv. It is understood and agreed by the parties hereto that  
12 DEVELOPER's insurance shall be construed as  
13 primary insurance, and DISTRICT's and COUNTY's  
14 insurance and/or deductibles and/or self-insured  
15 retentions or self-insured programs shall not be  
16 construed as contributory.  
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18 v. If, during the term of this Agreement or any extension  
19 thereof, there is a material change in the scope of  
20 services or there is a material change in the equipment  
21 to be used in the performance of the scope of work  
22 which will add additional exposures (such as the use of  
23 aircraft, watercraft, cranes, etc.); or the term of this  
24 Agreement, including any extensions thereof, exceeds  
25 five (5) years, DISTRICT and COUNTY reserve the  
26 right to adjust the types of insurance required under this  
27 Agreement and the monetary limits of liability for the  
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insurance coverages currently required herein, if, in the County or 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 DISTRICT and COUNTY.
- viii. DEVELOPER agrees to notify DISTRICT and COUNTY 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 DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

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

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Development Review Section) and COUNTY with



1 written notice that PROJECT construction is substantially complete and requesting that  
2 DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and  
3 COUNTY conduct a final inspection of APPURTENANCES.

4 20. Upon completion of PROJECT construction and upon acceptance by  
5 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the  
6 operation and maintenance of PROJECT but prior to DISTRICT acceptance of  
7 DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
8 convey or cause to be conveyed to DISTRICT the flood control easement(s) including  
9 ingress and egress, in a form approved by DISTRICT to the rights of way as shown in  
10 concept cross-hatched in red on Exhibit "C", attached hereto and made a part hereof.  
11

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

22 22. Accept ownership and sole responsibility for the operation and  
23 maintenance of PROJECT until such time as DISTRICT accepts ownership and  
24 responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES  
25 and COUNTY accepts ownership and responsibility for operation and maintenance of  
26 APPURTENANCES. Further, it is mutually understood by the parties hereto that prior  
27 to DISTRICT acceptance of ownership and responsibility for the operation and  
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1 maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE  
2 FACILITIES shall be in a satisfactorily maintained condition as solely determined by  
3 DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT,  
4 DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall  
5 be made at sole expense of DEVELOPER.  
6

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

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

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

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Cooperative Agreement, record or cause to be recorded a copy of this Cooperative Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.10.
5. Inspect DISTRICT DRAINAGE FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Cooperative Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.
8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of

1 DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT  
 2 acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of  
 3 stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.24.,  
 4 (iv) recordation of all conveyance documents described in Section I.20., (v) COUNTY  
 5 acceptance of APPURTENANCES for ownership, operation, and maintenance, and (vi)  
 6 DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a  
 7 satisfactorily maintained condition.  
 8

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

13 COUNTY shall:

14 SECTION III

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

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

22 3. Inspect PROJECT construction.  
 23

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

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

1 FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to  
2 construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

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

6 7. Upon completion of PROJECT construction, but prior to DISTRICT  
7 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and  
8 maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s)  
9 including ingress and egress, to the rights of way as shown in concept crossed-hatched in  
10 red on Exhibit "C".

11 8. Accept ownership and sole responsibility for the operation and  
12 maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT  
13 DRAINAGE FACILITIES for ownership, operation and maintenance.

14 9. Not grant any occupancy permits for any units within any portion of  
15 Tract Nos. 36317 and 36317-1, or any phase thereof, until construction of PROJECT is  
16 complete, unless otherwise approved in writing by DISTRICT.

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

24 SECTION IV



1 It is further mutually agreed:

2 1. All work involved with PROJECT shall be inspected by DISTRICT  
3 and COUNTY but shall not be deemed complete until DISTRICT and COUNTY  
4 mutually agree in writing that construction is completed in accordance with DISTRICT  
5 and COUNTY approved IMPROVEMENT PLANS.

6  
7 2. COUNTY and DEVELOPER personnel may observe and inspect  
8 all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any  
9 comments to DISTRICT personnel who shall be solely responsible for all quality  
10 control communications with DEVELOPER's contractor(s) during the construction of  
11 PROJECT.

12  
13 3. DEVELOPER shall complete construction of PROJECT within  
14 twelve (12) consecutive months after execution of this Cooperative Agreement and within  
15 one hundred twenty (120) consecutive calendar days after commencing work on  
16 PROJECT. It is expressly understood that since time is of the essence in this  
17 Cooperative Agreement, failure of DEVELOPER to perform the work within the agreed  
18 upon time shall constitute authority for DISTRICT to perform the remaining work and  
19 require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds.  
20 In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs  
21 incurred.  
22  
23

24 4. If DEVELOPER fails to commence construction of PROJECT  
25 within nine (9) months after execution of this Cooperative Agreement, then DISTRICT  
26 reserves the right to withhold issuance of the Notice to Proceed pending a review of the  
27 existing site conditions as they exist at the time DEVELOPER provides written  
28 notification to DISTRICT of the start of construction as set forth in Section I.8. In the

1 event of a change in the existing site conditions that materially affects PROJECT  
2 function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE  
3 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT  
4 PLANS as deemed necessary by DISTRICT.

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

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

23  
24  
25 6. PROJECT construction work shall be on a five (5) day, forty (40)  
26 hour work week with no work on Saturdays, Sundays or DISTRICT designated legal  
27 holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it  
28 is necessary to work more than the normal forty (40) hour work week or on holidays,

1 DEVELOPER shall make a written request for permission from DISTRICT to work  
2 the additional hours. The request shall be submitted to DISTRICT at least seventy-two  
3 (72) hours prior to the requested additional work hours and state the reasons for the  
4 overtime and the specific time frames required. The decision of granting permission  
5 for overtime work shall be made by DISTRICT at its sole discretion and shall be final.  
6 If permission is granted by DISTRICT, DEVELOPER will be charged the cost incurred  
7 at the overtime rates for additional inspection time required in connection with the  
8 overtime work in accordance with Ordinance Nos. 671 and 749, including any  
9 amendments thereto, of the County of Riverside.  
10

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

25 DEVELOPER shall defend, at its sole expense, including all costs and  
26 fees (including but not limited to attorney fees, cost of investigation, defense and  
27 settlements or awards), DISTRICT and County of Riverside (including their agencies,  
28

1 districts, special districts and departments, their respective directors, officers, Board of  
2 Supervisors, elected and appointed officials, employees, agents and representatives) in  
3 any claim, proceeding or action for which indemnification is required.

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

11 DEVELOPER's indemnification obligations shall be satisfied when  
12 DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of  
13 dismissal (or similar document) relieving DISTRICT or COUNTY from any liability for  
14 the claim, proceeding or action involved.  
15

16 The specified insurance limits required in this Cooperative  
17 Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify  
18 and hold harmless DISTRICT and COUNTY from third party claims.  
19

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

24 8. DEVELOPER for itself, its successors and assigns hereby releases  
25 DISTRICT and County of Riverside, their respective officers, agents, and employees  
26 from any and all claims, demands, actions, or suits of any kind arising out of any  
27 liability, known or unknown, present or future, including but not limited to any claim or  
28 liability, based or asserted, pursuant to Article I, Section 19 of the California

1 Constitution, the Fifth Amendment of the United States Constitution, or any other law  
 2 or ordinance which seeks to impose any other liability or damage, whatsoever, for  
 3 damage caused by the discharge of drainage within or from PROJECT. Nothing  
 4 contained herein shall constitute a release by DEVELOPER of DISTRICT or COUNTY,  
 5 their officers, agents and employees from any and all claims, demands, actions or suits  
 6 of any kind arising out of any liability, known or unknown, present or future, for the  
 7 negligent maintenance of DISTRICT DRAINAGE FACILITIES and  
 8 APPURTENANCES, after the acceptance of DISTRICT DRAINAGE FACILITIES and  
 9 APPURTENANCES by DISTRICT and COUNTY, respectively.  
 10

11 9. Any waiver by DISTRICT or by COUNTY of any breach of any  
 12 one or more of the terms of this Cooperative Agreement shall not be construed to be  
 13 a waiver of any subsequent or other breach of the same or of any other term hereof.  
 14 Failure on the part of DISTRICT or COUNTY to require exact, full and complete  
 15 compliance with any terms of this Cooperative Agreement shall not be construed as in  
 16 any manner changing the terms hereof, or estopping DISTRICT or COUNTY from  
 17 enforcement hereof.  
 18

19 10. Any and all notices sent or required to be sent to the parties of this  
 20 Cooperative Agreement will be mailed by first class mail, postage prepaid, to the  
 21 following addresses:  
 22

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

COUNTY OF RIVERSIDE  
 TRANSPORTATION DEPT.  
 4080 Lemon Street, 8<sup>th</sup> Floor  
 Riverside, CA 92501  
 Attn: Michael Muetting  
 Development Plan Check

27 STARFIELD SYCAMORE INVESTORS, LLC  
 28 4590 MacArthur Boulevard, Suite 600  
 Newport, CA 92660  
 Attn: Brian Woods

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

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

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

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

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

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

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

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

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

RECOMMENDED FOR APPROVAL:

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

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

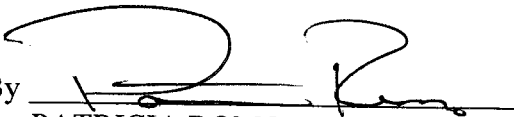
(SEAL)

Cooperative Agreement:  
Temescal Canyon – Santiago Canyon Road Storm Drain  
Project No. 2-0-00266  
Tract Nos. 36317 and 36317-1  
TRI:blm  
06/19/17



1 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

2  
3 By   
4 PATRICIA ROMO  
Director of Transportation

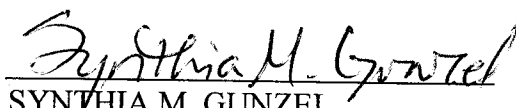
By \_\_\_\_\_  
JOHN TAVAGLIONE, Chairman  
County of Riverside Board of  
Supervisors

6  
7 APPROVED AS TO FORM:

ATTEST:

8 GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

9  
10 By   
11 SYNTHIA M. GUNZEL  
12 Supervising Deputy Counsel

By \_\_\_\_\_

(SEAL)

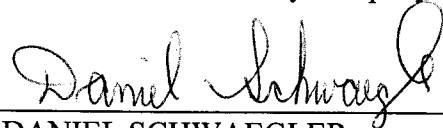
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23 Cooperative Agreement:  
24 Temescal Canyon – Santiago Canyon Road Stom Drain  
25 Project No. 2-0-00266  
26 Tract No. 36317 and 36317-1  
TRI:blm  
06/19/17

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**STARFIELD SYCAMORE INVESTORS,  
LLC**

a Delaware limited liability company

By   
DANIEL SCHWAEGLER  
Vice President

Cooperative Agreement:  
Temescal Canyon – Santiago Canyon Road Storm Drain  
Project No. 2-0-00266  
Tract No. 36317 and 36317-1  
TRI:blm  
06/19/17

## Exhibit A

### **LEGAL DESCRIPTION**

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

PARCEL A: (APN'S: 290-660-017 AND 290-660-016)

PARCEL 1 OF PARCEL MAP NO. 34609, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 224 PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY. TOGETHER WITH THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JANUARY 3, 2017 AS INSTRUMENT NO. 2017-0000407 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 1 AS CONVEYED TO LEE LAKE WATER DISTRICT BY A GRANT DEED RECORDED OCTOBER 28, 2009 AS INSTRUMENT NO. 2009-0555848 OF OFFICIAL RECORDS, RIVERSIDE COUNTY CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY A GRANT DEED RECORDED SEPTEMBER 05, 2014 AS INSTRUMENT NO. 2014-0337547 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT BY A GRANT DEED RECORDED AUGUST 6, 2015 AS INSTRUMENT NO. 2015-0349324 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN'S: PORTION OF 290-660-023)

PARCEL "D" AS SHOWN AND DESCRIBED ON NOTICE OF LOT LINE ADJUSTMENT NO. 4944 RECORDED NOVEMBER 28, 2005 AS INSTRUMENT NO. 2005-0978074 OF OFFICIAL RECORDS, BEING PORTIONS OF SECTIONS 12 AND 13, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO LEE LAKE WATER DISTRICT BY DEED RECORDED JANUARY 8, 2004 AS INSTRUMENT NO. 2004-0011723 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION, ON BEHALF OF COUNTY SERVICE AREA NO. 134 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL MAP 34609 RECORDED FEBRUARY 5, 2008 AS INSTRUMENT NO. 2008-0056278 OF OFFICIAL RECORDS.

COOPERATIVE AGREEMENT  
Temescal Canyon - Santiago Canyon Road  
Storm Drain

## Exhibit A

### **LEGAL DESCRIPTION**

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 7042, RECORDED MAY 29, 2013 AS INSTRUMENT NO. 2013-0252337 OF OFFICIAL RECORDS. SAID PROPERTY WAS CONVEYED TO SYCAMORE CREEK COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT BENEFIT CORPORATION BY DEED RECORDED JULY 5, 2013 AS INSTRUMENT NO. 2013-0325614 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT BY A GRANT DEED RECORDED AUGUST 6, 2015 AS INSTRUMENT NO. 2015-0349324 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C: (APN'S: PORTION OF 290-660-023)

PARCEL "L" AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 4416, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 20, 2001 AS INSTRUMENT NO. 2002-107682 BOTH OF OFFICIAL RECORDS,

BEING A PORTION OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

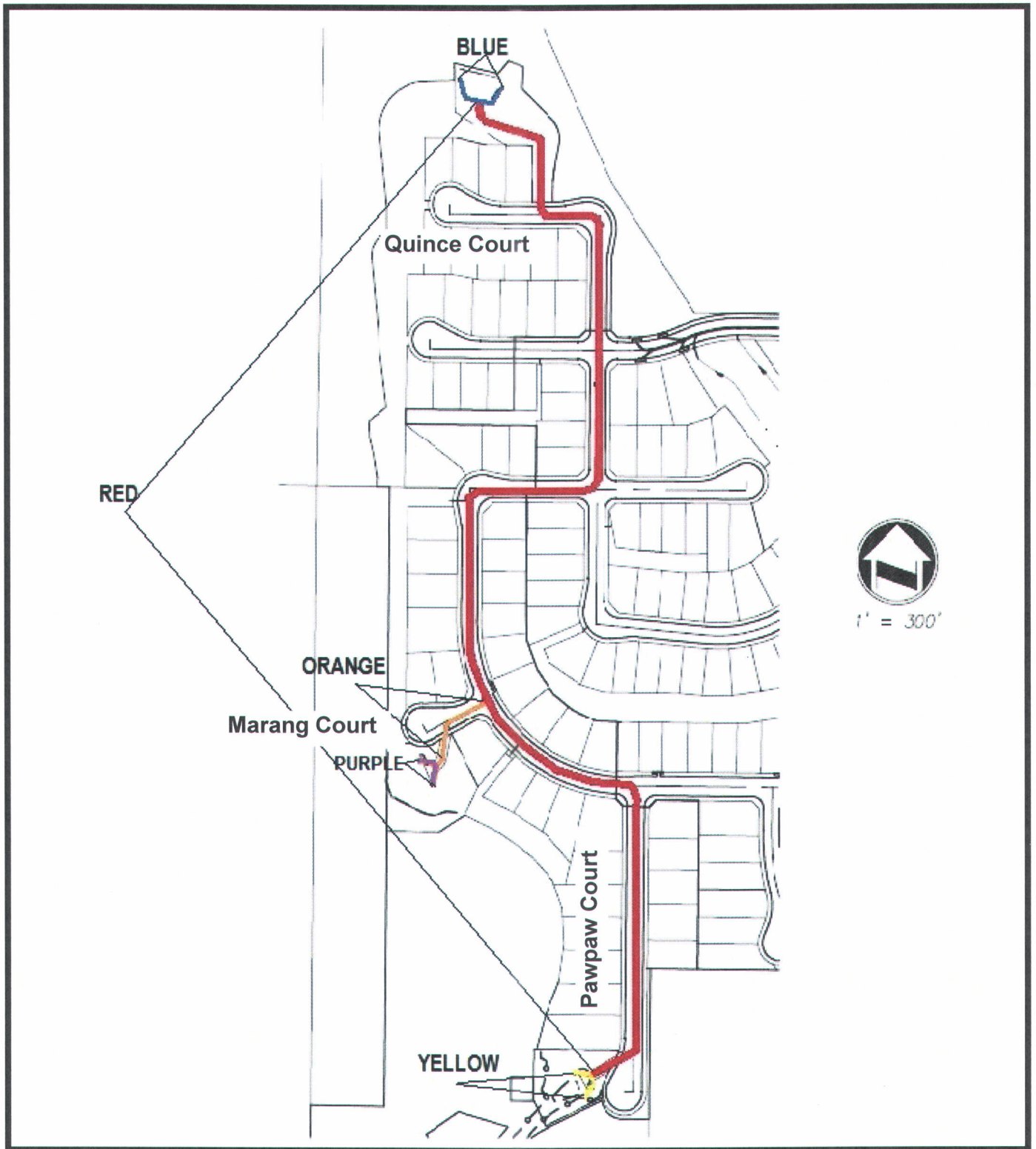
EXCEPT ALL OIL, GAS MALTHA, MINERAL, AND KINDRED SUBSTANCES BY DEED RECORDED DECEMBER 19, 1934 IN BOOK 203 PAGE 525 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITH PARCEL MAP 34609, AS PER MAP RECORDED IN BOOK 224 PAGES 45 THROUGH 49, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT BY A GRANT DEED RECORDED AUGUST 6, 2015 AS INSTRUMENT NO. 2015-0349324 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

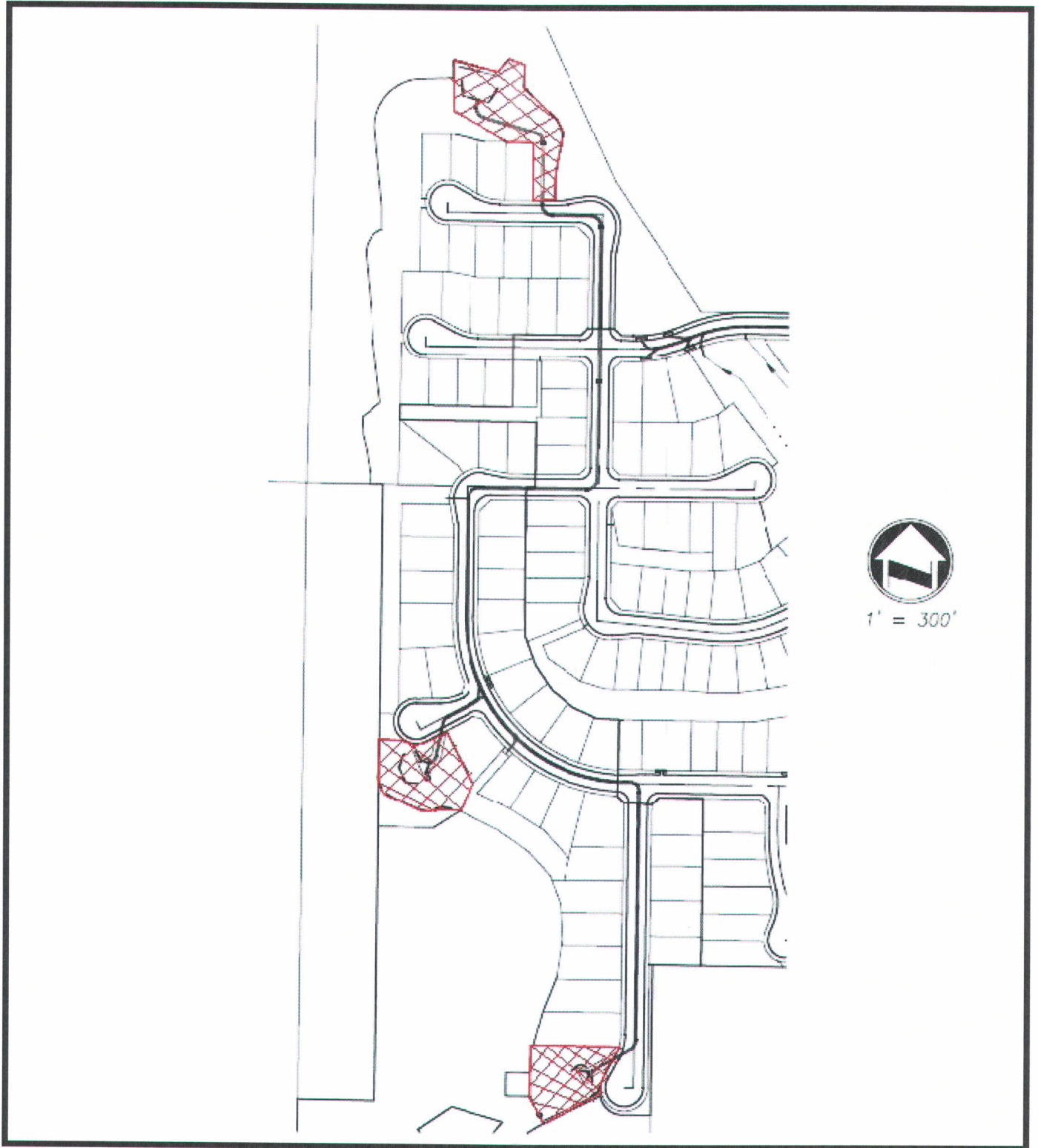
COOPERATIVE AGREEMENT  
Temescal Canyon - Santiago Canyon Road  
Storm Drain

# Exhibit B



COOPERATIVE AGREEMENT  
Temescal Canyon - Santiago Canyon Road  
Storm Drain

# Exhibit C



COOPERATIVE AGREEMENT  
Temescal Canyon - Santiago Canyon Road  
Storm Drain

Tract Nos. 36317 and 36317-1  
Project No. 2-0-00266  
Page 1 of 1