

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



**ITEM**  
11.1  
(ID # 5337)

**MEETING DATE:**

Tuesday, October 3, 2017

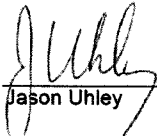
**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Warm Springs Valley – Spencers Crossing Parkway, Stage 2; Warm Springs Valley – Myoporium Lane Storm Drain, Stage 2 (Tract No. 37053-1), Project Nos. 7-0-00238 and 7-0-00239; [District 3] [\$0]

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

1. Approve the Cooperative Agreement between the District, the County of Riverside (County) and Riverside Mitland 03 LLC (Developer); and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

**ACTION:** Policy

  
Jason Uhley


9/20/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 3, 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**

<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 DISTRICT COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: N/A</b>	

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

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities are to be constructed by Developer and inspected, operated and maintained by the District, County 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 facilities. Upon completion of the drainage facilities' construction, the Developer will assume ownership, operation and maintenance of the mainline storm drains until such time the District assumes ownership, operation and maintenance in accordance the terms and conditions as set forth in the Agreement. The County will assume ownership, operation and maintenance of the project's associated catch basins, inlets, connector pipes and laterals that are 36 inches or less in diameter located within County rights of way. The Developer will also assume ownership, operation and maintenance of the temporary swales located within its rights of way.

County Counsel has approved the Agreement as to legal form, and the County and the Developer have executed the Agreement. A companion item appears on Riverside County Transportation Department's 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. 37053-1. 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:**

1. Vicinity Map
2. Cooperative Agreement

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

AMR:cw  
P8/215075



Tina Grande, Principal Management Analyst

9/26/2017



Gregory V. Priamos, Director County Counsel

9/20/2017



Supervisor Districts

**LEGEND:**

- Project Vicinity
- Supervisorial District

**DESCRIPTION:**

Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
 Warm Springs Valley – Myoporum Lane Storm Drain, Stage 2  
 Tract No. 37053-1



COOPERATIVE AGREEMENT

Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 2  
Project Nos. 7-0-00238 and 7-0-00239  
Tract No. 37053-1

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), and Riverside Mitland 03 LLC, a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 37053-1 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 37053-1, 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. 37053-1 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, as shown in concept in red on Exhibit "B", attached hereto and made a part hereof, and as shown on DISTRICT'S Drawing No. 7-0543, includes:

- (i) Approximately 410 lineal feet of underground storm drain system ("LINE B"). At its downstream terminus, LINE B will connect to the storm drain facility for Tract No. 32290-1;
- (ii) Approximately 740 lineal feet of underground storm drain system and headwall ("LINE C"). At its downstream terminus, LINE C will

1 connect to the storm drain facility for Tract No. 32290-1. Together,  
2 LINE B and LINE C are called "DISTRICT FACILITIES"; and

3 D. Associated with the construction of DISTRICT FACILITIES is the  
4 construction of certain catch basins, connector pipes, inlets, maintenance access road and various  
5 lateral storm drains that are thirty-six inches (36") or less in diameter that are located within  
6 COUNTY held easements or rights of way ("APPURTENANCES"); and

7  
8 E. Together, DISTRICT FACILITIES and APPURTENANCES are  
9 hereinafter called "PROJECT"; and

10 F. All parties recognize and acknowledge that DISTRICT FACILITIES will  
11 not be accepted for ownership, operation and maintenance responsibilities by DISTRICT until  
12 the Warm Springs Valley – Spencers Crossing Parkway, Stage 1 and Warm Springs Valley –  
13 Myoporum Lane Storm Drain, Stage 1 (Tract No. 32290-1), hereinafter called "STAGE 1  
14 FACILITIES" are accepted by DISTRICT; and

15  
16 G. DEVELOPER and COUNTY desire DISTRICT to ultimately accept  
17 ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES.  
18 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for  
19 PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

20  
21 H. DEVELOPER and DISTRICT desire COUNTY to accept ownership and  
22 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY  
23 must review and approve DEVELOPER'S plans and specifications for PROJECT and  
24 subsequently inspect and approve the construction of APPURTENANCES; and

25  
26 I. DEVELOPER is willing to assume ownership, operation and maintenance  
27 responsibilities of DISTRICT FACILITIES on an interim basis as set forth herein, with the  
28 recognition and understanding that the actual acceptance of DISTRICT FACILITIES for

1 ownership, operation and maintenance responsibilities by DISTRICT is entirely dependent upon:  
2 (i) DISTRICT acceptance of ownership and responsibility for the operation and maintenance of  
3 STAGE 1 FACILITIES; (ii) DISTRICT FACILITIES being constructed in accordance with  
4 plans and specifications approved by DISTRICT and as set forth herein; (iii) DISTRICT'S sole  
5 determination that DISTRICT FACILITIES are in a satisfactorily maintained condition; and (iv)  
6 DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely  
7 determined by the DISTRICT; and

9 J. DISTRICT is willing to: (i) review and approve DEVELOPER'S plans and  
10 specifications for PROJECT; (ii) inspect the construction of DISTRICT FACILITIES; and (iii)  
11 ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT  
12 FACILITIES provided DEVELOPER: (a) complies with this Agreement; (b) constructs  
13 PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications; (c)  
14 obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and  
15 maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and  
16 responsibility for the operation and maintenance of PROJECT following completion of  
17 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for  
18 the operation and maintenance of DISTRICT FACILITIES and COUNTY accepts ownership  
19 and responsibility for operation and maintenance of APPURTENANCES; and

22 K. COUNTY is willing to: (i) review and approve DEVELOPER'S plans and  
23 specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold  
24 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
25 FACILITIES and APPURTENANCES; (iv) grant DISTRICT the right to inspect, operate and  
26 maintain DISTRICT FACILITIES within COUNTY rights of way; and (v) accept ownership and  
27 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is  
28

1 constructed in accordance with plans and specifications approved by DISTRICT and COUNTY;  
2 and

3 L. DEVELOPER shall grant DISTRICT a blanket Right of Entry Maintenance  
4 Agreement over Tract No. 37053-2 ("STAGE 3 FACILITY") that authorizes DISTRICT to  
5 operate and maintain the inlet structure as shown on Sheet 18 of DISTRICT'S Drawing Number  
6 7-0543 and all its appurtenant works including ingress and egress. The Right of Entry  
7 Maintenance Agreement shall remain in effect until such time as the Cooperative Agreement for  
8 the STAGE 3 FACILITY is fully executed.

9  
10 NOW, THEREFORE, the parties hereto mutually agree as follows:

11 SECTION I

12 DEVELOPER shall:

13  
14 1. Prepare PROJECT plans and specifications, hereinafter called  
15 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY  
16 standards, and submit to DISTRICT and COUNTY for their review and approval.

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

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



1 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time  
2 the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with  
3 DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary  
4 by DISTRICT to complete inspection of PROJECT within thirty (30) days after receipt of billing  
5 from DISTRICT.  
6

7 4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-  
8 time cash sum of twenty-two thousand dollars (\$22,000), the amount agreed upon to cover  
9 DISTRICT'S estimated cost to operate and maintain DISTRICT FACILITIES for a period of ten  
10 (10) years (Zone 7 - Maintenance Trust Fund) commencing upon DISTRICT'S acceptance of  
11 DISTRICT FACILITIES as complete for ownership, operation and maintenance.  
12

13 5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
14 permits and rights of entry as may be needed for the construction, inspection, operation and  
15 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY, at the time  
16 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.  
17 or not less than twenty (20) days prior to recordation of the final map for Tract No. 37053-1 or  
18 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having  
19 secured such necessary licenses, agreements, permits and rights of entry, as determined and  
20 approved by DISTRICT and COUNTY.  
21

22 6. Prior to commencing construction, furnish DISTRICT and COUNTY with  
23 copies of all permits, approvals or agreements required by any federal, state or local resource  
24 and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such  
25 documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers,  
26 California Regional Water Quality Control Board, California State Department of Fish and  
27  
28

1 Wildlife, State Water Resources Control Board and Western Riverside County Regional  
2 Conservation Authority ("REGULATORY PERMITS").

3           7. Provide COUNTY, at the time of providing written notice to DISTRICT of  
4 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to  
5 recordation of the final map for Tract No. 37053-1 or any phase thereof, whichever occurs first,  
6 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)  
7 of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT  
8 and of the APPURTENANCES as determined by the COUNTY. The surety, amount and form  
9 of the bonds shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain  
10 in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY  
11 as complete; at which time the bond amount may be reduced to five percent (5%) for a period of  
12 one (1) year to guarantee against any defective work, labor or materials.

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

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

22           10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition  
23 Section), at the time of providing written notice to DISTRICT of the start of construction as set  
24 forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map for  
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1 Tract No. 37053-1, with duly executed Irrevocable Offers(s) of Dedication to the public for flood  
2 control and drainage purposes, including ingress and egress, for the rights of way deemed  
3 necessary by DISTRICT for the construction, inspection, operation and maintenance of  
4 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved  
5 by DISTRICT and shall be executed by all legal and equitable owners of the property described  
6 in the offer(s).  
7

8 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication  
9 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30)  
10 days prior to date of submission of all the property described in the Irrevocable Offer(s) of  
11 Dedication.  
12

13 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT  
14 and COUNTY of the start of construction as set forth in Section I.8., with a complete list of all  
15 contractors and subcontractors to be performing work on PROJECT, including the corresponding  
16 license number and license classification of each. At such time, DEVELOPER shall further  
17 identify in writing its designated superintendent for PROJECT construction.  
18

19 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT  
20 and COUNTY of the start of construction as set forth in Section I.8., a construction schedule  
21 which shall show the order and dates in which DEVELOPER or DEVELOPER'S contractor  
22 proposes to carry out the various parts of work, including estimated start and completion dates.  
23 As construction of PROJECT progresses, DEVELOPER shall update said construction schedule  
24 as requested by DISTRICT and/or COUNTY.  
25

26 14. Furnish DISTRICT with final mylar plans for DISTRICT FACILITIES, and  
27 assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.  
28

1           15. Not permit any change to or modification of DISTRICT and COUNTY  
2 approved IMPROVEMENT PLANS without the prior written permission and consent of  
3 DISTRICT and COUNTY.

4           16. Comply with all Cal/OSHA safety regulations including, but not limited to,  
5 regulations concerning confined space and maintain a safe working environment for  
6 DEVELOPER, DISTRICT and COUNTY employees on the site.

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

13           18. DEVELOPER shall not commence operations until DISTRICT and  
14 COUNTY have been furnished with original certificate(s) of insurance and original certified  
15 copies of endorsements and, if requested, certified original policies of insurance including all  
16 endorsements and any and all other attachments as required in this section.

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

21           A. Workers' Compensation:

22                                 If DEVELOPER has employees as defined by the State of California,  
23 DEVELOPER shall maintain statutory Workers' Compensation  
24 Insurance (Coverage A) as prescribed by the laws of the State of  
25  
26  
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1 California. Policy shall include Employers' Liability (Coverage B)  
2 including Occupational Disease with limits not less than \$1,000,000  
3 per person per accident. Policy shall be endorsed to waive subrogation  
4 in favor of DISTRICT and COUNTY.  
5

6 B. Commercial General Liability:

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

23 C. Vehicle Liability:

24 If DEVELOPER'S vehicles or mobile equipment are used in the  
25 performance of the obligations under this Agreement, then  
26 DEVELOPER shall maintain liability insurance for all owned, non-  
27 owned or hired vehicles so used in an amount not less than \$1,000,000  
28

1 per occurrence combined single limit. If such insurance contains a  
2 general aggregate limit, it shall apply separately to this Agreement or  
3 be no less than two (2) times the occurrence limit. Policy shall name  
4 the Riverside County Flood Control and Water Conservation District  
5 and COUNTY, its agencies, districts, special districts, and  
6 departments, their respective directors, officers, Board of Supervisors,  
7 employees, elected or appointed officials, agents or representatives as  
8 additional insureds.  
9

10 D. Professional Liability:

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

5 E. General Insurance Provisions – All Lines:

- 6 i. Any insurance carrier providing insurance coverage hereunder shall  
7 be admitted to the State of California and have an A.M. BEST rating  
8 of not less than an A: VIII (A: 8) unless such requirements are waived,  
9 in writing, by the County Risk Manager. If the County Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid  
11 for that specific insurer and only for one policy term.  
12
- 13 ii. DEVELOPER must declare its insurance self-insured retention for  
14 each coverage required herein. If any such self-insured retention  
15 exceeds \$500,000 per occurrence each such retention shall have the  
16 prior written consent of the County Risk Manager before the  
17 commencement of operations under this Agreement. Upon  
18 notification of self-insured retention deemed unacceptable to the  
19 DISTRICT, and at the election of the County Risk Manager,  
20 DEVELOPER'S carriers shall either: 1) reduce or eliminate such self-  
21 insured retention with respect to this Agreement with DISTRICT; or  
22 2) procure a bond which guarantees payment of losses and related  
23 investigations, claims administration and defense costs and expenses.  
24
- 25 iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's  
26 insurance carrier(s), to furnish DISTRICT with: 1) a properly  
27 executed original certificate(s) of insurance and certified original  
28

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

- 27 iv. It is understood and agreed by the parties hereto that DEVELOPER'S  
28 insurance shall be construed as primary insurance, and DISTRICT'S



1 insurance and/or deductibles and/or self-insured retentions or self-  
2 insured programs shall not be construed as contributory.

3 v. If, during the term of this Agreement or any extension thereof, there  
4 is a material change in the scope of services or there is a material  
5 change in the equipment to be used in the performance of the scope  
6 of work which will add additional exposures (such as the use of  
7 aircraft, watercraft, cranes, etc.), or the term of this Agreement,  
8 including any extensions thereof, exceeds five (5) years, DISTRICT  
9 reserves the right to adjust the types of insurance required under this  
10 Agreement and the monetary limits of liability for the insurance  
11 coverages currently required herein, if, in the County Risk Manager's  
12 reasonable judgment, the amount or type of insurance carried by  
13 DEVELOPER has become inadequate.

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

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

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

21 Failure to maintain the insurance required by this paragraph shall be deemed a  
22 material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at  
23 its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to  
24 perform its obligations hereunder, nor to accept responsibility for ownership, operation and  
25  
26  
27  
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1 maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this  
2 Agreement.

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

5           20. Within two (2) weeks of completing PROJECT construction, provide  
6 DISTRICT (Attention: Construction Management Section) and COUNTY with written notice  
7 that PROJECT construction is substantially complete and requesting that DISTRICT conduct a  
8 final inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of  
9 APPURTENANCES. It is mutually understood that, prior to DISTRICT acceptance of  
10 ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES,  
11 DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined  
12 by DISTRICT.  
13

14           21. Upon completion of PROJECT construction, and upon acceptance by  
15 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation  
16 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES  
17 for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the  
18 flood control easement(s), including ingress and egress, for the rights of way.  
19

20           22. At the time of recordation of the conveyance document(s) as set forth in  
21 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less  
22 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
23 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the  
24 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,  
25 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,  
26  
27  
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1 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except  
2 those which, in the sole discretion of DISTRICT, are acceptable.

3           23. Accept ownership and sole responsibility for the operation and maintenance  
4 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
5 and maintenance of DISTRICT FACILITIES and STAGE 1 FACILITIES and COUNTY accepts  
6 ownership and responsibility for operation and maintenance of APPURTENANCES.  
7

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

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

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

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT 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 Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.10.
5. Inspect construction of DISTRICT FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) the completion of DISTRICT FACILITIES construction; (ii) DISTRICT acceptance of STAGE 1 FACILITIES for ownership, operation and maintenance; (iii) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20.; (iv)

1 DISTRICT acceptance of PROJECT construction as being complete; (v) DISTRICT receipt of  
2 stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.25.; (vi)  
3 recordation of all conveyance documents described in Section I.21.; (vii) COUNTY acceptance  
4 of all necessary street rights of way as deemed necessary by DISTRICT and COUNTY for the  
5 ownership, operation and maintenance of DISTRICT FACILITIES and APPURTENANCES;  
6 (viii) COUNTY acceptance of APPURTENANCES for ownership, operation, and maintenance;  
7 and (ix) DISTRICT'S sole determination that DISTRICT FACILITIES are in a satisfactorily  
8 maintained condition.  
9

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

14  
15 SECTION III

16 COUNTY shall:

17 1. Review IMPROVEMENT PLANS and approve when COUNTY has  
18 determined that such plans meet County standards and are found acceptable to COUNTY prior  
19 to the start of PROJECT construction.  
20

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

24 3. Inspect PROJECT construction.

25 4. Consent, by execution of this Cooperative Agreement, to the recording of  
26 any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative  
27 Agreement.  
28

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

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

9           7. Accept ownership and sole responsibility for the operation and maintenance  
10 of APPURTENANCES upon COUNTY acceptance of PROJECT construction as being  
11 complete.  
12

13           8. Not grant any occupancy permits for any units within any portion of Tract  
14 No. 37053-1 or any phase thereof until construction of PROJECT is complete, unless otherwise  
15 approved in writing by DISTRICT.

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

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It is further mutually agreed:

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

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

3. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

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

1           5.     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  
4 they 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  
6 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain  
7 DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT  
8 PLANS as deemed necessary by DISTRICT.

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

14  
15           In the event DEVELOPER wishes to expedite issuance of a Notice to  
16 Proceed, 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  
21 authorized to act on DISTRICT'S behalf on all PROJECT construction and quality control  
22 matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to Section  
23 I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to  
24 eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of  
25 DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand  
26 dollars (\$10,000) shall be retained on account.



1           7. PROJECT construction work shall be on a five (5) day, forty (40) hour work  
2 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 and COUNTY to work the additional hours. The request  
6 shall be submitted to DISTRICT and COUNTY at least seventy-two (72) hours prior to the  
7 requested additional work hours and state the reasons for the overtime and the specific time  
8 frames required. The decision of granting permission for overtime work shall be made by  
9 DISTRICT at its sole discretion and shall be final. If permission is granted by DISTRICT,  
10 DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection  
11 time required in connection with the overtime work in accordance with Ordinance Nos. 671 and  
12 749, including any amendments thereto, of the County of Riverside.

15           8. DEVELOPER shall indemnify and hold harmless DISTRICT and  
16 COUNTY (including their agencies, districts, special districts and departments, their respective  
17 directors, 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  
23 damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of  
24 the United States Constitution or any other law, ordinance or regulation caused by the diversion  
25 of waters from the natural drainage patterns or the discharge of drainage within or from  
26 PROJECT; or (d) any other element of any kind or nature whatsoever.

1 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 COUNTY (including their 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 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, compromise any such claim, proceeding or action without the prior  
11 consent of DISTRICT and COUNTY; provided, however, that any such adjustment, settlement  
12 or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S  
13 indemnification obligations to DISTRICT or COUNTY.  
14

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

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

23 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  
26 COUNTY to the fullest extent allowed by law.  
27  
28

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

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

22           11. This Agreement is to be construed in accordance with the laws of the State  
23 of California. If any provision in this Agreement is held by a court of competent jurisdiction to  
24 be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect  
25 without being impaired or invalidated in any way.  
26

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

1 RIVERSIDE COUNTY FLOOD CONTROL  
2 AND WATER CONSERVATION DISTRICT  
3 1995 Market Street  
4 Riverside, CA 92501  
5 Attn: Contract Services Section

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

6 RIVERSIDE MITLAND 03 LLC  
7 3200 Park Center Drive, Suite 1000  
8 Costa Mesa, CA 92626  
9 Attn: David E. Bartlett

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

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

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

22 16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties  
23 or obligations hereunder to any person or entity without the written consent of the other parties  
24 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER  
25 expressly understands and agrees that it shall remain liable with respect to any and all of the  
26 obligations and duties contained in this Agreement.  
27  
28

1           17. The individual(s) executing this Agreement on behalf of DEVELOPER  
2 certify that they have the authority within their respective company(ies) to enter into and execute  
3 this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or  
4 any other board, committee or other entity within their respective company(ies) which have the  
5 authority to authorize or deny entering into this Agreement.  
6

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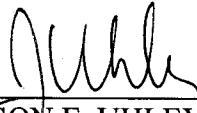
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

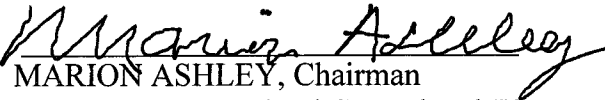
OCT 03 2017

(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

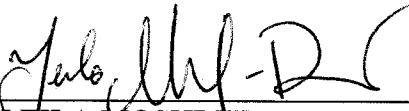
By   
\_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

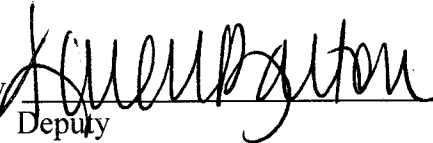
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
\_\_\_\_\_  
LEILA MOSHREF-DANESH  
Deputy County Counsel

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

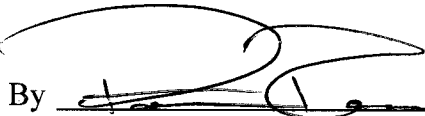
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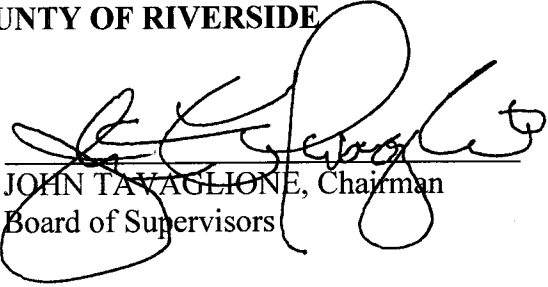
Cooperative Agreement for:  
Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 2  
Project Nos. 7-0-00238 and 7-0-00239  
Tract No. 37053-1  
08/21/17  
AMR:cw

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
PATRICIA ROMO  
Director of Transportation

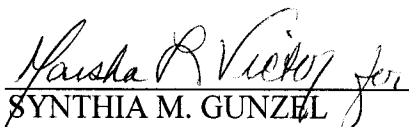
By   
JOHN TAVAGLIONE, Chairman  
Board of Supervisors

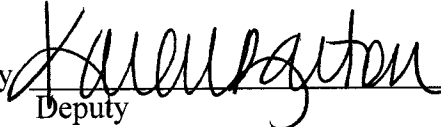
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
SYNTHIA M. GUNZEL  
Supervising Deputy County Counsel

By   
Deputy

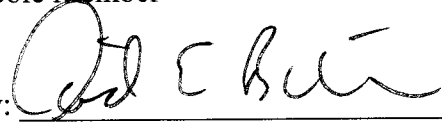
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Cooperative Agreement for:  
Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
Warm Springs Valley – Myoporium Lane Storm Drain, Stage 2  
Project Nos. 7-0-00238 and 7-0-00239  
Tract No. 37053-1  
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**RIVERSIDE MITLAND 03 LLC,**  
a Delaware limited liability company

By: Brookfield Southern California Land LLC,  
a Delaware limited liability company  
its Sole Member

By:   
\_\_\_\_\_  
DAVID E. BARTLETT  
Vice President

By:   
\_\_\_\_\_  
RICHARD T. WHITNEY  
Chief Financial Officer

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement for  
Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 2  
Project Nos. 7-0-00238 and 7-0-00239  
Tract No. 37053-1  
08/21/17  
AMR:cw





## Exhibit A

### LEGAL DESCRIPTION

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

**PARCEL A:**

PARCELS 2 TO 6 INCLUSIVE AND 8 TO 12 INCLUSIVE, OF PARCEL MAP NO. 14390, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP ON FILE IN BOOK 84, PAGES 39 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID PARCEL 3 THOSE PORTIONS DESCRIBED IN THE DEED TO EASTERN MUNICIPAL WATER DISTRICT RECORDED FEBRUARY 2, 1988 AS INSTRUMENT NO. 28226 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

ALSO EXCEPTING FROM PARCEL 6 THOSE PORTIONS LYING WITHIN THE BOUNDARIES OF TRACT NO. 30696-4, AS SHOWN ON A MAP RECORDED IN BOOK 422, PAGES 36 THROUGH 46, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID OF SAID COUNTY.

ALSO EXCEPTING FROM PARCELS 5 AND 6 THOSE PORTIONS LYING WITHIN THE BOUNDARIES OF TRACT NO. 30696, AS SHOWN ON A MAP RECORDED IN BOOK 436, PAGES 84 THROUGH 89, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID OF SAID COUNTY.

ALSO EXCEPT THEREFROM THOSE PORTIONS LYING WITHIN TRACT NO. 32290-1 AS MAP FILED IN BOOK 453, PAGES 10 THROUGH 24 INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY.

APN: 480-010-023; 480-010-025; 480-010-026; 480-020-009; 480-020-010; 480-020-011; 480-020-13; 480-020-014; 480-020-032; 480-020-035

**PARCEL B:**

LOT 519 AND 525 OF TRACT NO. 30433, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 438, AT PAGES 23 THROUGH 60, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

APN: 480-670-031, 480-661-16

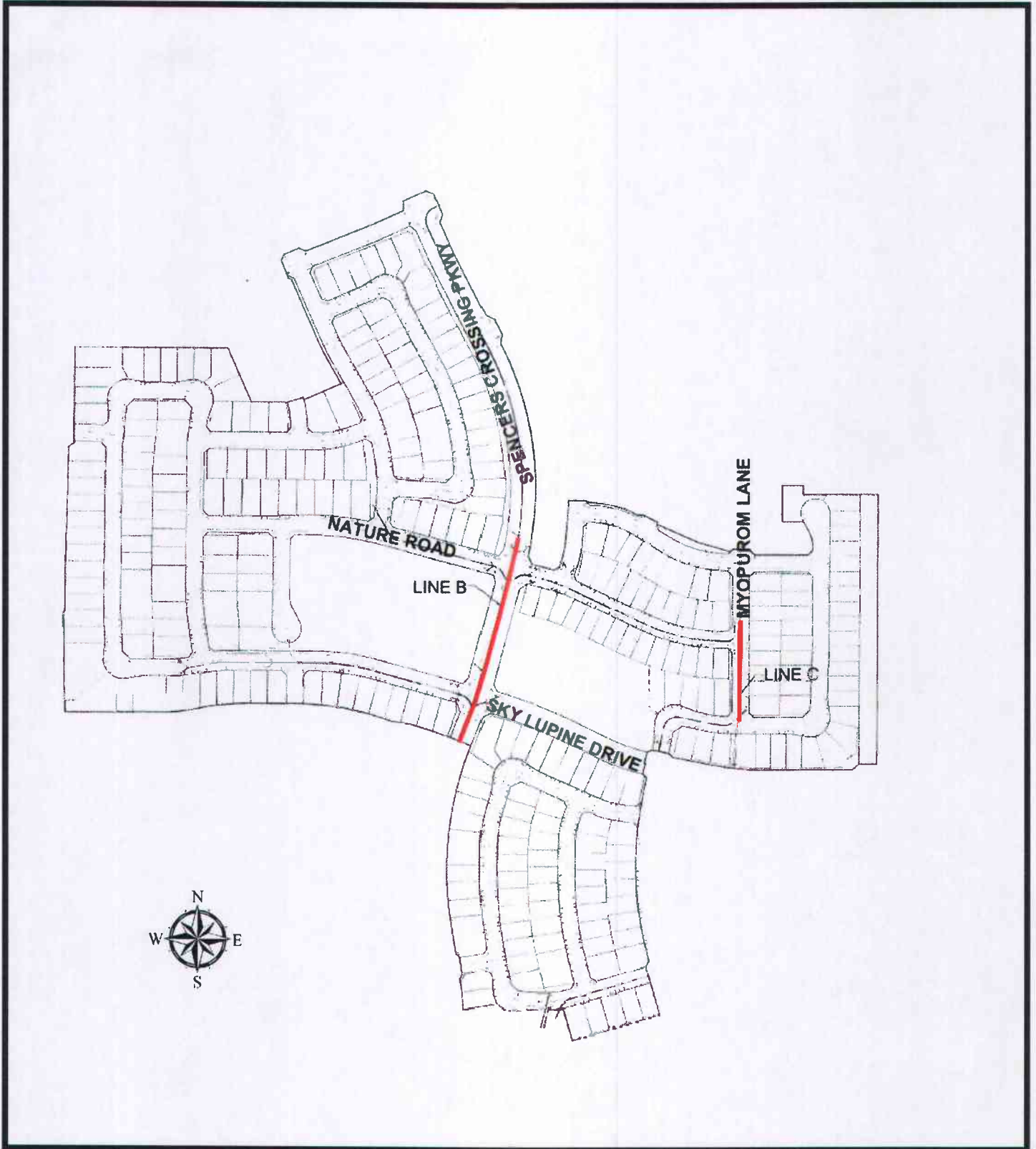
### COOPERATIVE AGREEMENT

Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 2  
Project Nos. 7-0-00238 and 7-0-00239

Tract No. 37053-1

Page 1 of 1

# Exhibit B



## COOPERATIVE AGREEMENT

Warm Springs Valley – Spencers Crossing Parkway, Stage 2  
Warm Springs Valley – Myoporom Lane Storm Drain, Stage 2  
Project Nos. 7-0-00238 and 7-0-00239

Tract No. 37053-1

Page 1 of 1