

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



ITEM
11.3
(ID # 5469)

MEETING DATE:

Tuesday, October 17, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Warm Springs Valley – Spencers Crossing Parkway, Stage 1; Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1 (Tract No. 32290-1), Project Nos. 7-0-00238-01 and 7-0-00239-01; 3rd District [\$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; and
3. Direct the Clerk of the Board to return three (3) copies of the executed Cooperative Agreement to the District.

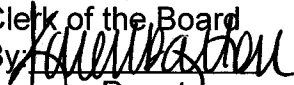
ACTION:


Bob Cullen, Assistant Chief Engineer 10/27/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione 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 17, 2017
xc: Flood, Transp.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

(Companion Item 3.29)

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities 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 District will assume ownership, operation and maintenance of the mainline storm drain system. 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, riprap slope protection and a water quality basin 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 the 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. 32290-1. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

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:rlp
P8\215079



Gregory V. Priapros, Director County Counsel 10/4/2017

Warm Springs Valley – Spencers Crossing Parkway, Stage 1
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1
Project Nos. 7-0-00238 and 7-0-00239
Tract No. 32290-1

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:

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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. 32290-1 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 32290-1, 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. 32290-1 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, as shown on District Drawing No. 7-0542, includes: (i) approximately 1,285 lineal feet of underground storm drain system ("LINE A"); and (ii) approximately 680 lineal feet of underground storm drain system, riprap outlet structure and an associated maintenance access road ("LINE K"), as shown in concept on Exhibit "B", attached hereto and made a part hereof. Together, LINE A and LINE K are called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of certain catch basins, connector pipes, inlets, maintenance access road and various

1 lateral storm drains that are thirty-six inches (36") or less in diameter that are located within
2 COUNTY held easements or rights of way ("APPURTENANCES"); and

3 E. Also associated with the construction of DISTRICT FACILITIES is the
4 construction of temporary swales and riprap slope protection ("DEVELOPER FACILITIES").
5 DEVELOPER FACILITIES are to be located within privately held easements or rights of way,
6 and are to be initially owned and maintained by DEVELOPER and subsequently owned and
7 maintained by the Homeowner's Association for Tract No. 32290-1; and
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9 F. Also associated with the construction of DISTRICT FACILITIES is the
10 construction of a water quality facility ("BASIN"). BASIN is to be located within privately held
11 easements or rights of way, and is to be initially owned and maintained by DEVELOPER and
12 subsequently owned by the Homeowner's Association for Tract No. 32290-1 and maintained by
13 the County Services Area 152 ("CSA 152"). DEVELOPER will enter into a separate agreement
14 with CSA 152 setting forth the maintenance responsibilities for BASIN; and
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16 G. Together, DISTRICT FACILITIES, APPURTENANCES, DEVELOPER
17 FACILITIES and BASIN are hereinafter called "PROJECT"; and

18 H. On or about September 13, 2016, DISTRICT and DEVELOPER entered
19 into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct
20 DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement,
21 DEVELOPER has commenced construction of DISTRICT FACILITIES; and
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23 I. DEVELOPER and COUNTY desire DISTRICT to accept ownership and
24 responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore,
25 DISTRICT must review and approve DEVELOPER'S plans and specifications for PROJECT
26 and subsequently inspect the construction of DISTRICT FACILITIES; and
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1 J. DEVELOPER and DISTRICT desire COUNTY to accept ownership and
2 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY
3 must review and approve DEVELOPER'S plans and specifications for PROJECT and
4 subsequently inspect and approve the construction of APPURTENANCES; and

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

16 L. COUNTY is willing to: (i) review and approve DEVELOPER'S plans and
17 specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold
18 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
19 FACILITIES and APPURTENANCES; (iv) grant DISTRICT the right to inspect, operate and
20 maintain DISTRICT FACILITIES within COUNTY rights of way; and (v) accept ownership and
21 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is
22 constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

23 NOW, THEREFORE, the parties hereto mutually agree as follows:
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SECTION I

DEVELOPER shall:

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

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

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

4. [INTENTIONALLY DELETED]

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY, at the time

1 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.
2 or not less than twenty (20) days prior to recordation of the final map for Tract No. 32290-1 or
3 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having
4 secured such necessary licenses, agreements, permits and rights of entry, as determined and
5 approved by DISTRICT and COUNTY.
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7 6. Prior to commencing construction, furnish DISTRICT and COUNTY with
8 copies of all permits, approvals or agreements required by any federal, state or local resource
9 and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such
10 documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers,
11 California Regional Water Quality Control Board, California State Department of Fish and
12 Wildlife, State Water Resources Control Board and Western Riverside County Regional
13 Conservation Authority ("REGULATORY PERMITS").
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15 7. Provide COUNTY, at the time of providing written notice to DISTRICT of
16 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
17 recordation of the final map for Tract No. 32290-1 or any phase thereof, whichever occurs first,
18 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)
19 of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT
20 and of the APPURTENANCES as determined by the COUNTY. The surety, amount and form
21 of the bonds shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain
22 in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY
23 as complete. At which time, the bond amount may be reduced to five percent (5%) for a period
24 of one (1) year to guarantee against any defective work, labor or materials.
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26 8. Notify DISTRICT in writing (Attention: Contract Services Section) at least
27 twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on
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1 any element of PROJECT, for any reason whatsoever, until DISTRICT and COUNTY have
2 issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
3 construction of PROJECT.

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

9 10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
10 Section), at the time of providing written notice to DISTRICT of the start of construction as set
11 forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map for
12 Tract No. 32290-1, with duly executed Irrevocable Offers(s) of Dedication to the public for flood
13 control and drainage purposes, including ingress and egress, for the rights of way deemed
14 necessary by DISTRICT for the construction, inspection, operation and maintenance of
15 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved
16 by DISTRICT and shall be executed by all legal and equitable owners of the property described
17 in the offer(s).
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19 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
20 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30)
21 days prior to date of submission of all the property described in the Irrevocable Offer(s) of
22 Dedication.
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24 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT
25 and COUNTY of the start of construction as set forth in Section I.8., with a complete list of all
26 contractors and subcontractors to be performing work on PROJECT, including the corresponding
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1 license number and license classification of each. At such time, DEVELOPER shall further
2 identify in writing its designated superintendent for PROJECT construction.

3 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT
4 and COUNTY of the start of construction as set forth in Section I.8., a construction schedule
5 which shall show the order and dates in which DEVELOPER or DEVELOPER'S contractor
6 proposes to carry out the various parts of work, including estimated start and completion dates.
7 As construction of PROJECT progresses, DEVELOPER shall update said construction schedule
8 as requested by DISTRICT and/or COUNTY.
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10 14. Furnish DISTRICT with final mylar plans for DISTRICT FACILITIES, and
11 assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.
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13 15. Not permit any change to or modification of DISTRICT and COUNTY
14 approved IMPROVEMENT PLANS without the prior written permission and consent of
15 DISTRICT and COUNTY.

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

19 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
20 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
21 PROJECT. The procedure shall comply with requirements contained in California Code of
22 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
23 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure
24 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
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26 18. DEVELOPER shall not commence operations until DISTRICT and
27 COUNTY have been furnished with original certificate(s) of insurance and original certified
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1 copies of endorsements and if requested, certified original policies of insurance including all
2 endorsements and any and all other attachments as required in this section.

3 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
4 hold DISTRICT or COUNTY harmless, DEVELOPER shall procure and maintain or cause to
5 be maintained, at its sole cost and expense, the following insurance coverages during the term of
6 this Agreement:
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8 A. Workers' Compensation:

9 If DEVELOPER has employees as defined by the State of California,
10 DEVELOPER shall maintain statutory Workers' Compensation
11 Insurance (Coverage A) as prescribed by the laws of the State of
12 California. Policy shall include Employers' Liability (Coverage B)
13 including Occupational Disease with limits not less than \$1,000,000
14 per person per accident. Policy shall be endorsed to waive subrogation
15 in favor of DISTRICT and COUNTY.
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17 B. Commercial General Liability:

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

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

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

- 17 i. Any insurance carrier providing insurance coverage hereunder
18 shall be admitted to the State of California and have an A.M. BEST
19 rating of not less than an A: VIII (A: 8) unless such requirements
20 are waived, in writing, by the County Risk Manager. If the County
21 Risk Manager waives a requirement for a particular insurer such
22 waiver is only valid for that specific insurer and only for one policy
23 term.
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25 ii. DEVELOPER must declare its insurance self-insured retention for
26 each coverage required herein. If any such self-insured retention
27 exceeds \$500,000 per occurrence each such retention shall have
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1 the prior written consent of the County Risk Manager before the
2 commencement of operations under this Agreement. Upon
3 notification of self-insured retention deemed unacceptable to the
4 DISTRICT, and at the election of the County Risk Manager,
5 DEVELOPER'S carriers shall either: 1) reduce or eliminate such
6 self-insured retention with respect to this Agreement with
7 DISTRICT; or 2) procure a bond which guarantees payment of
8 losses and related investigations, claims administration, and
9 defense costs and expenses.
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- 11 iii. DEVELOPER shall cause their insurance carrier(s) or its
12 contractor's insurance carrier(s), to furnish DISTRICT with: 1) a
13 properly executed original certificate(s) of insurance and certified
14 original copies of endorsements effecting coverage as required
15 herein; and 2) if requested to do so orally or in writing by the
16 County Risk Manager, provide original certified copies of policies
17 including all endorsements and all attachments thereto, showing
18 such insurance is in full force and effect. Further, said
19 certificate(s) and policies of insurance shall contain the covenant
20 of the insurance carrier(s) that a minimum of sixty (60) days
21 written notice shall be given to the DISTRICT prior to any material
22 modification, cancellation, expiration or reduction in coverage of
23 such insurance. If DEVELOPER insurance carrier(s) policies does
24 not meet the minimum notice requirement found herein,
25 DEVELOPER shall cause DEVELOPER'S insurance carrier(s) to
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1 furnish a 60 day Notice of Cancellation Endorsement. In the event
2 of a material modification, cancellation, expiration or reduction in
3 coverage, this Agreement shall terminate forthwith, unless
4 DISTRICT receives, prior to such effective date, another properly
5 executed original certificate of insurance and original copies of
6 endorsements or certified original policies, including all
7 endorsements and attachments thereto, evidencing coverages set
8 forth herein and the insurance required herein is in full force and
9 effect. An individual authorized by the insurance carrier to do so
10 on its behalf shall sign the original endorsements for each policy
11 and the certificate of insurance.
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14 iv. It is understood and agreed by the parties hereto that
15 DEVELOPER'S insurance shall be construed as primary
16 insurance, and DISTRICT'S insurance and/or deductibles and/or
17 self-insured retentions or self-insured programs shall not be
18 construed as contributory.

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

- 4
5 vi. DEVELOPER shall pass down the insurance obligations contained
6 herein to all tiers of subcontractors working under this Agreement.
7 vii. The insurance requirements contained in this Agreement may be
8 met with a program(s) of self-insurance acceptable to DISTRICT.
9 viii. DEVELOPER agrees to notify DISTRICT of any claim by a third
10 party or any incident or event that may give rise to a claim arising
11 from the performance of this Agreement.
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13 Failure to maintain the insurance required by this paragraph shall be deemed a
14 material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at
15 its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to
16 perform its obligations hereunder, nor to accept responsibility for ownership, operation and
17 maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this
18 Agreement.
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20 19. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole cost
21 and expense in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

22 20. Within two (2) weeks of completing PROJECT construction, provide
23 DISTRICT (Attention: Construction Management Section) and COUNTY with written notice
24 that PROJECT construction is substantially complete and requesting that DISTRICT conduct a
25 final inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of
26 APPURTENANCES. It is mutually understood that, prior to DISTRICT acceptance of
27 ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES,
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1 DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined
2 by DISTRICT.

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

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10 22. At the time of recordation of the conveyance document(s) as set forth in
11 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
12 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
13 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
14 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
15 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,
16 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except
17 those which, in the sole discretion of DISTRICT, are acceptable..
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19 23. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
21 and maintenance of DISTRICT FACILITIES and COUNTY accepts ownership and
22 responsibility for operation and maintenance of APPURTENANCES.
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24 24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
25 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
26 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees
27 shall be computed as costs and included in any judgment rendered.
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25. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

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

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.

1 5. Inspect construction of DISTRICT FACILITIES.

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

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

10 8. Accept ownership and sole responsibility for the operation and maintenance
11 of DISTRICT FACILITIES upon: (i) the completion of DISTRICT FACILITIES construction;
12 (ii) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20.; (iii)
13 DISTRICT acceptance of PROJECT construction as being complete; (iv) DISTRICT receipt of
14 stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.25.; (v)
15 recordation of all conveyance documents described in Section I.21.; (vi) COUNTY acceptance
16 of all necessary street rights of way as deemed necessary by DISTRICT and COUNTY for the
17 ownership, operation, and maintenance of DISTRICT FACILITIES and APPURTENANCES;
18 (vii) COUNTY acceptance of APPURTENANCES for ownership, operation and maintenance;
19 and (viii) DISTRICT'S sole determination that DISTRICT FACILITIES are in a satisfactorily
20 maintained condition.

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

SECTION III

COUNTY shall:

1. Review IMPROVEMENT PLANS and approve when COUNTY has determined that such plans meet COUNTY standards and are found acceptable to COUNTY prior to the start of PROJECT construction.
2. Accept the COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.
3. Inspect PROJECT construction.
4. Consent, by execution of this Cooperative Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative Agreement.
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 FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.
7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.

8. Not grant any occupancy permits for any units within any portion of Tract No. 32290-1 or any phase thereof until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

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

SECTION IV

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

1 DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be
2 made at sole expense of DEVELOPER.

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

11 5. If DEVELOPER fails to commence construction of PROJECT within nine
12 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
13 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
14 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of
15 construction as set forth in Section I.8. In the event of a change in the existing site conditions
16 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain
17 DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
18 PLANS as deemed necessary by DISTRICT.
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21 6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
22 within twenty (20) days of receipt of DEVELOPER'S complete written notice, as set forth in
23 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
24 issuance of a Notice to Proceed is subject to staff availability.

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

11 7. PROJECT construction work shall be on a five (5) day, forty (40) hour work
12 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
13 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
14 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
15 request for permission from DISTRICT and COUNTY to work the additional hours. The request
16 shall be submitted to DISTRICT and COUNTY at least seventy-two (72) hours prior to the
17 requested additional work hours and state the reasons for the overtime and the specific time
18 frames required. The decision of granting permission for overtime work shall be made by
19 DISTRICT at its sole discretion and shall be final. If permission is granted by DISTRICT,
20 DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection
21 time required in connection with the overtime work in accordance with Ordinance Nos. 671 and
22 749, including any amendments thereto, of the County of Riverside.
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25 8. DEVELOPER shall indemnify and hold harmless DISTRICT and
26 COUNTY (including their agencies, districts, special districts and departments, their respective
27 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
28

1 representatives) from any liability, claim, damage, proceeding or action, present or future, based
2 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,
3 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
4 performance under this Agreement, or failure to comply with the requirements of this Agreement,
5 including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or
6 damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of
7 the United States Constitution or any other law, ordinance or regulation caused by the diversion
8 of waters from the natural drainage patterns or the discharge of drainage within or from
9 PROJECT; or (d) any other element of any kind or nature whatsoever.
10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

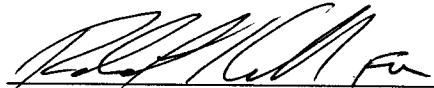
OCT 17 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

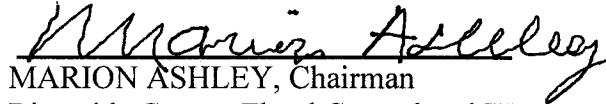
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

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

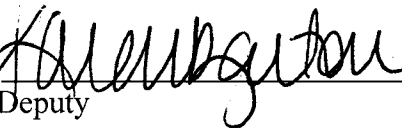
KECIA HARPER-IHEM
Clerk of the Board

By



LEILA MOSHREF-DANESH
Deputy County Counsel

By



Deputy

(SEAL)

Cooperative Agreement for
Warm Springs Valley – Spencers Crossing Parkway, Stage 1
Warm Springs Valley – Myoporium Lane Storm Drain, Stage 1
Project Nos. 7-0-00238-01 and 7-0-00239-01
Tract No. 32290-1

08/21/17
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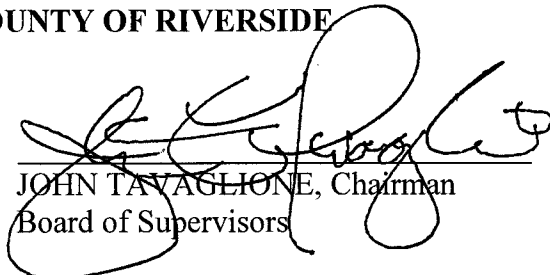
RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By


 PATRICIA ROMO
 Director of Transportation

By


 JOHN TAVAGLIONE, Chairman
 Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

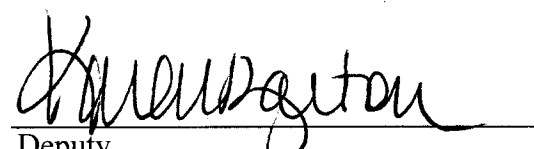
 GREGORY P. PRIAMOS
 County Counsel

 KECIA HARPER-IHEM
 Clerk of the Board

By


~~SYNTHIA M. GUNZEL~~ Marsha L. Victor
 Supervising Deputy County Counsel

By


 Deputy

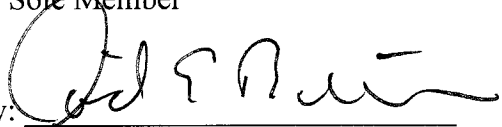
(SEAL)

Cooperative Agreement for
 Warm Springs Valley – Spencers Crossing Parkway, Stage 1
 Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1
 Project Nos. 7-0-00238-01 and 7-0-00239-01
 Tract No. 32290-1

08/21/17
 AMR:rlp

1 **RIVERSIDE MITLAND 03 LLC,**
2 a Delaware limited liability company

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

6 By: 
7 DAVID E. BARTLETT
8 Vice President

9 By: 
10 RICHARD T. WHITNEY
11 Chief Financial Officer

12 (ATTACH NOTARY WITH CAPACITY STATEMENT)
13
14
15
16
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23

24 Cooperative Agreement for
25 Warm Springs Valley – Spencers Crossing Parkway, Stage 1
26 Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1
27 Project Nos. 7-0-00238-01 and 7-0-00239-01
28 Tract No. 32290-1

08/21/17
AMR:rlp

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

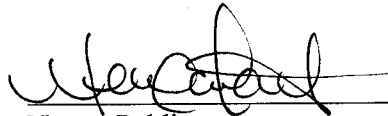
STATE OF CALIFORNIA)
)
COUNTY OF Orange) SS.

On August 29, 2017, before me, Meagan Knecht
_____, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~/executed the same in
~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.





Notary Public

Exhibit A

LEGAL DESCRIPTION

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

LOTS 212, 231 AND 232, ALONG WITH LETTERED LOTS "A", "R", "U" AND "V", ALL INCLUSIVE OF TRACT MAP NO. 32290-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 453, PAGES 10 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM TO RIVERSIDE MITLAND 03 LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION OF THE SAME, AS FOLLOWS:

A. ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND.

B. ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR; BUT WITHOUT, HOWEVER ANY RIGHT TO ENTER UPON THE SURFACE OF THE LAND OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS, ALL IN A DOCUMENT RECORDED DECEMBER 8, 2016 AS INSTRUMENT NO. 2016-0547451 OFFICIAL RECORDS.
(AFFECTS LOT 212 ONLY)

APN: 480-020-011-0, 480-020-014-3, 480-020-021-9, 480-020-032-9, 480-020-035-2

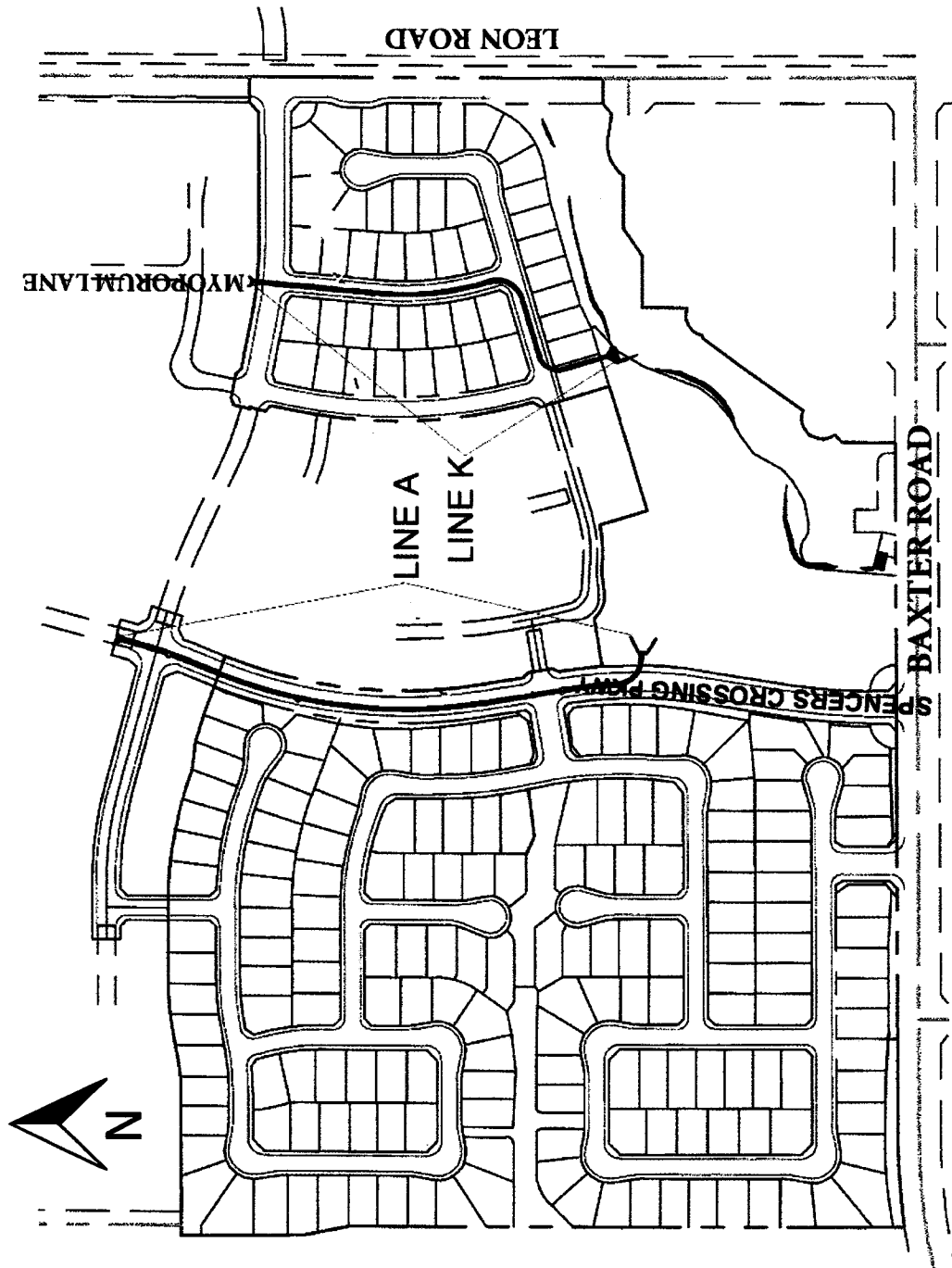
COOPERATIVE AGREEMENT

Warm Springs Valley – Spencers Crossing Parkway, Stage 1
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1
Project Nos. 7-0-00238 and 7-0-00239

Tract No. 32290-1

Page 1 of 1

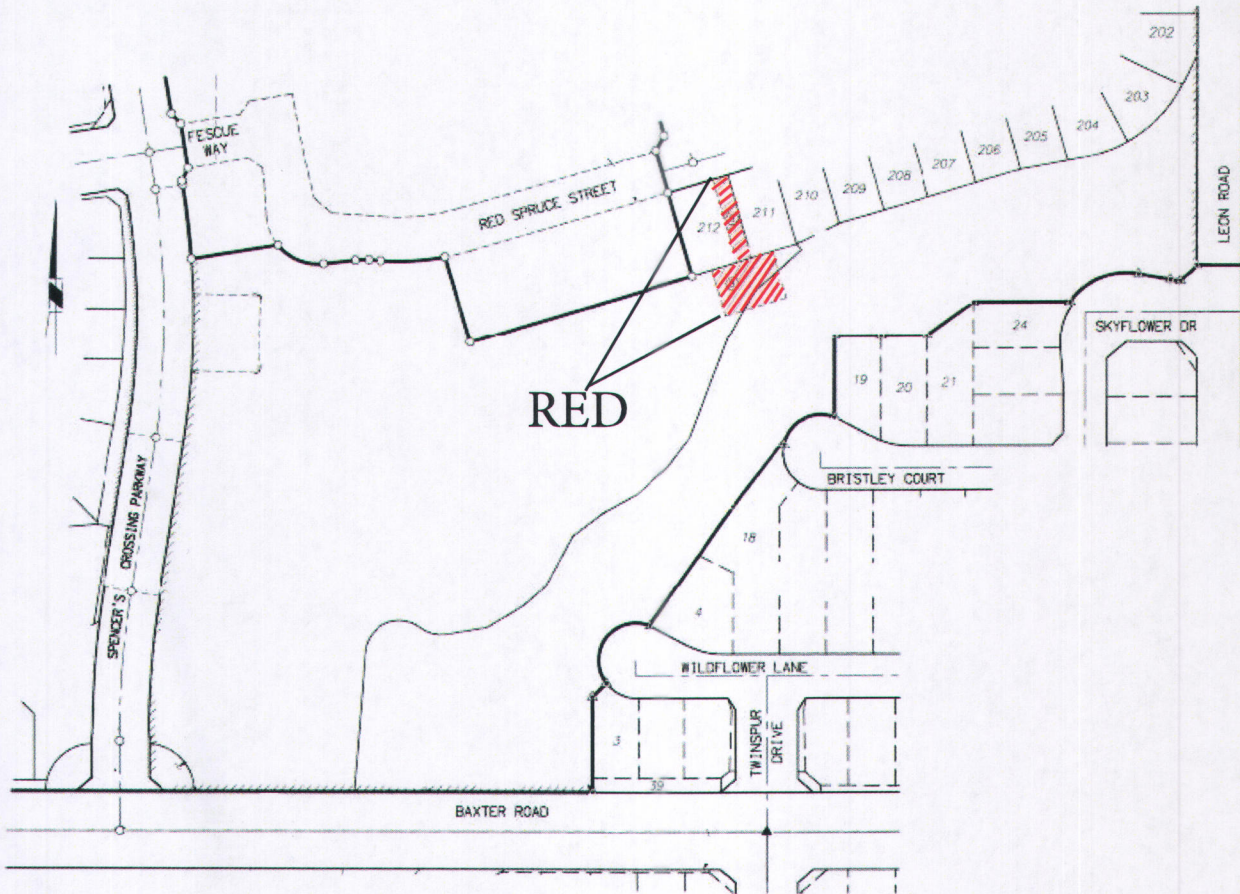
Exhibit B



COOPERATIVE AGREEMENT

Warm Springs Valley – Spencers Crossing Parkway, Stage 1
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1
Project Nos. 7-0-00238 and 7-0-00239
Tract No. 32290-1
Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Warm Springs Valley – Spencers Crossing Parkway, Stage 1
Warm Springs Valley – Myoporum Lane Storm Drain, Stage 1
Project Nos. 7-0-00238 and 7-0-00239

Tract No. 32290-1

Page 1 of 1