

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



ITEM
11.1
(ID # 5533)

MEETING DATE:

Tuesday, January 9, 2018

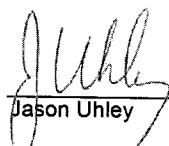
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement between the Flood Control and Water Conservation District, the Riverside County Regional Park and Open-Space District, the County of Riverside, and City Ventures Homebuilding, LLC for Southwest Riverside – Sweet Avenue Storm Drain, Stage 2; Southwest Riverside – Travertine Drive Storm Drain, Stage 1 (Tract No. 36475); Project Nos. 2-0-00211 and 2-0-00214; [District 1] [\$0] (Companion Item to MT 5679 and MT 5683)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the Riverside County Regional Park and Open-Space District (Parks), the County of Riverside (County), on behalf of its Transportation Department, and City Ventures Homebuilding, LLC (Developer); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return the copies of the executed Cooperative Agreement as follows: three (3) copies to the District, one (1) copy to Parks and one (1) copy to the County Transportation Department.

ACTION:

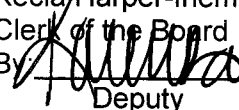

Jason Uhley

12/19/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

(Companion Item 3.31, Item 13.2)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs (100%).			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 36475, are to be constructed by Developer and inspected, operated and maintained by the District, County and Developer.

The Cooperative 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 storm drain facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of (i) the mainline storm drain systems that are greater than 36 inches in diameter, (ii) concrete wingwalls, (iii) a certain riprap structure, and (iv) a portion of a certain maintenance access road. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, outlets, inlets, laterals and connector pipes that are 36 inches or less in diameter located within County rights of way. The County will also assume responsibility for the operation and maintenance of certain water quality features located in portions of Line A within County right of way. The Developer will retain ownership and assume operation and maintenance responsibility for (i) the remaining shared portion of the maintenance access road, and (ii) a water quality basin, both of which will be located within private rights of way.

County Counsel has approved the Cooperative Agreement as to legal form and the Developer has executed the Cooperative Agreement. Companion items appear on the Riverside County Transportation Department's Agenda and the Riverside County Regional Park and Open-Space District'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. 36475. The principle beneficiaries are the future residents of the tract. Ancillary benefits will accrue to users of the tract's roadways.

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

SUPPLEMENTAL:

Additional Fiscal Information

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

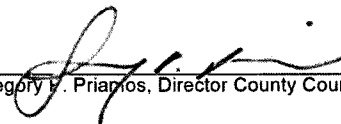
ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement



Scott Bruckner

1/2/2018



Gregory L. Priamos, Director County Counsel

12/19/2017

COOPERATIVE AGREEMENT
Southwest Riverside – Sweet Avenue Storm Drain, Stage 2
Southwest Riverside – Travertine Drive Storm Drain, Stage 1
Project Nos. 2-0-00211 and 2-0-00214
Tract No. 36475

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"), the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("PARKS"), and City Ventures Homebuilding, LLC, a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. PARKS is the legal owner of record of certain unimproved real property, located in the unincorporated area of the County of Riverside, State of California, identified as Assessor's Parcel No. 270-070-008, consisting of approximately 11.54 total acres of vacant land ("PARKS PROPERTY"); and

B. DEVELOPER is the legal owner of record of certain real property identified as Assessor's Parcel Nos. 270-070-004, 270-080-017, 270-090-001 and 270-090-002 ("Tract No. 36475"), which is located adjacent to PARKS' PROPERTY. DEVELOPER has submitted for approval Tract No. 36475 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 36475, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

C. The legal description of Tract No. 36475 is provided in Exhibit "A" attached hereto and made a part hereof; and

COPY

1 D. The required flood control facilities and drainage improvements, all as shown
2 on District Drawing No. 2-0478, include:

- 3 i) Approximately 755 lineal feet of 42-inch reinforced concrete pipe,
4 concrete wingwalls, and a portion of the associated 15-foot wide
5 maintenance access road with turnaround, altogether hereinafter
6 called "LINE A", as shown in concept in blue on Exhibit "B" attached
7 hereto and made a part hereof; and
8
9 ii) Approximately 41 lineal feet of riprap structure up to the property
10 line of Tract No. 36475 ("ONSITE RIPRAP"), as shown in concept
11 in orange on Exhibit "B"; and
12
13 iii) Approximately 29 lineal feet of riprap structure located on PARKS
14 PROPERTY ("OFFSITE RIPRAP"), as shown in concept in green on
15 Exhibit "B"; and
16
17 iv) Approximately 109 lineal feet of underground storm drain system
18 located in Compass Drive ("LINE B"), as shown in concept in red on
19 Exhibit "B". At its downstream terminus, LINE B will connect to the
20 proposed Southwest Riverside - Sweet Avenue Storm Drain facility
21 for Tract No. 36390, hereinafter called "PROPOSED SWEET
22 AVENUE, STAGE 1", as shown on District Drawing No. 2-0461;
23 and
24
25 v) Together, LINE A, ONSITE RIPRAP, OFFSITE RIPRAP, and LINE
26 B are hereinafter called "DISTRICT FACILITIES"; and

27 E. Associated with the construction of DISTRICT FACILITIES is the
28 construction of:

- i) Certain catch basins, outlets, inlets, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within COUNTY held easements or rights of way, hereinafter called "APPURTENANCES"; and
- ii) Certain water quality features located in portions of LINE A within COUNTY right of way ("WATER QUALITY FEATURES"); and
- iii) Together, APPURTENANCES and WATER QUALITY FEATURES are hereinafter called "COUNTY FACILITIES"; and

F. Also associated with the construction of DISTRICT FACILITIES is the construction of:

- i) A portion of a maintenance access road with gates in conjunction with LINE A ("SHARED ACCESS ROAD") that is to be located within privately held easements or rights of way; and
- ii) A certain water quality facility ("BASIN"). BASIN is to be located within privately held easements or rights of way; and
- iii) Together, SHARED ACCESS ROAD and BASIN are hereinafter called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER, and subsequently owned and maintained by the Home Owners' Association for Tract No. 36475 or via the anticipated formation of a maintenance Community Facilities District ("CFD"); and

G. Together, DISTRICT FACILITIES, COUNTY FACILITIES, and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

1 H. All parties recognize and acknowledge that PROPOSED SWEET AVENUE,
2 STAGE 1 is to be constructed by Lennar Homes of California, Inc., a California corporation,
3 pursuant to a separate Cooperative Agreement between DISTRICT, COUNTY and Lennar Homes
4 of California, Inc. Said Cooperative Agreement is hereinafter called "SWEET AVENUE,
5 STAGE 1 AGREEMENT". DISTRICT will not accept DISTRICT FACILITIES for ownership,
6 operation and maintenance until PROPOSED SWEET AVENUE, STAGE 1 is completed
7 pursuant to SWEET AVENUE, STAGE 1 AGREEMENT and accepted for ownership, operation
8 and maintenance by DISTRICT; and
9

10 I. DEVELOPER and COUNTY desire DISTRICT to ultimately accept
11 ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES.
12 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
13 PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and
14

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

20 K. DEVELOPER is willing to assume ownership, operation and maintenance
21 responsibilities of DISTRICT FACILITIES on an interim basis as set forth herein, with the
22 recognition and understanding that the actual acceptance of DISTRICT FACILITIES for
23 ownership, operation and maintenance responsibilities by DISTRICT is entirely dependent upon:
24 (i) the construction of PROPOSED SWEET AVENUE STAGE 1 as being complete; (ii)
25 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
26 PROPOSED SWEET AVENUE, STAGE 1; (iii) DISTRICT FACILITIES being constructed in
27 accordance with plans and specifications approved by DISTRICT and as set forth herein; (iv)
28

1 DISTRICT'S sole determination that DISTRICT FACILITIES are in a satisfactorily maintained
2 condition, and (v) DISTRICT FACILITIES are fully functioning as a flood control drainage
3 system as solely determined by DISTRICT; and

4
5 L. 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 ultimately assume 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 PROJECT
13 construction until such time as DISTRICT accepts ownership and responsibility for the operation
14 and maintenance of DISTRICT FACILITIES and COUNTY accepts ownership and responsibility
15 for operation and maintenance of COUNTY FACILITIES; and

17 M. COUNTY is willing to (i) review and approve DEVELOPER'S plans and
18 specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold
19 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
20 FACILITIES; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
21 FACILITIES within COUNTY rights of way; and (v) accept ownership and responsibility for the
22 operation and maintenance of COUNTY FACILITIES, provided PROJECT is constructed in
23 accordance with plans and specifications approved by DISTRICT and COUNTY.
24

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

26
27 SECTION I

28 DEVELOPER shall:

1 1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS"),
2 in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and
3 COUNTY for their respective review and approval.

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

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

19 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
20 permits and rights of entry as may be needed for the construction, inspection, operation and
21 maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time of
22 providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or
23 not less than twenty (20) days prior to recordation of the final map for Tract No. 36475 or any
24 phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured
25
26
27
28

1 such necessary licenses, agreements, permits and rights of entry, as determined and approved by
2 DISTRICT.

3
4 5. Prior to commencing construction, furnish DISTRICT and COUNTY with
5 copies of all permits, approvals or agreements required by any federal, state or local resource
6 and/or regulatory agency for the construction, operation and maintenance of DISTRICT
7 FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps
8 of Engineers, California Regional Water Quality Control Board, California State Department of
9 Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional
10 Conservation Authority.

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

16
17 7. Provide COUNTY, at the time of providing written notice to DISTRICT of
18 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
19 recordation of the final map for Tract No. 36475 or any phase thereof, whichever occurs first,
20 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)
21 of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT.
22 The surety, amount and form of the bonds, shall be subject to approval of DISTRICT and
23 COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are
24 accepted by DISTRICT as complete; at which time the bond amount may be reduced to five
25 percent (5%) for a period of one (1) year to guarantee against any defective work, labor or
26 materials.
27
28

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

7 9. Obtain and provide DISTRICT, at the time of providing written notice to
8 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
9 twenty (20) days prior to the recordation of the final map for Tract No. 36475 or any phase thereof,
10 whichever occurs first, with duly executed Irrevocable Offer(s) of Dedication to the public for
11 flood control and drainage purposes, including ingress and egress, for the rights of way deemed
12 necessary by DISTRICT for the construction, inspection, operation and maintenance of
13 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by
14 DISTRICT and shall be executed by all legal and equitable owners of the property described in
15 the offer(s).
16

17 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
18 as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days
19 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.
20

21 11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
22 the start of construction as set forth in Section I.8., with a complete list of all contractors and
23 subcontractors to be performing work on DISTRICT FACILITIES, including the corresponding
24 license number and license classification of each. At such time, DEVELOPER shall further
25 identify in writing its designated superintendent for PROJECT construction.
26

27 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
28 the start of construction as set forth in Section I.8., a construction schedule which shall show the

1 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
2 various parts of work, including estimated start and completion dates. As construction of
3 DISTRICT FACILITIES progresses, DEVELOPER shall update said construction schedule as
4 requested by DISTRICT.
5

6 13. Furnish DISTRICT and COUNTY with final mylar PROJECT plans and
7 assign their ownership to DISTRICT and COUNTY prior to the start of PROJECT construction.

8 14. Not permit any change to or modification of DISTRICT and COUNTY
9 approved IMPROVEMENT PLANS without the prior written permission and consent of
10 DISTRICT and COUNTY.

11 15. Comply with all Cal/OSHA safety regulations including regulations
12 concerning confined space and maintain a safe working environment for DEVELOPER,
13 COUNTY and DISTRICT employees on the site.
14

15 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
16 the start of construction as set forth in Section 1.8., a confined space entry procedure specific to
17 PROJECT. The procedure shall comply with requirements contained in California Code of
18 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
19 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall
20 be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
21

22 17. DEVELOPER shall not commence operations until DISTRICT has been
23 furnished with original certificate(s) of insurance and original certified copies of endorsements
24 and if requested, certified original policies of insurance including all endorsements and any and
25 all other attachments as required in this Section.
26
27
28

1 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
2 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
3 at its sole cost and expense, the following insurance coverage's during the term of this Agreement:
4

5 A. Workers' Compensation:

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

14 B. Commercial General Liability:

15 Commercial General Liability insurance coverage, including but not
16 limited to, premises liability, unmodified contractual liability, products
17 and completed operations liability, personal and advertising injury, and
18 cross liability coverage, covering claims which may arise from or out
19 of DEVELOPER'S performance of its obligations hereunder. Policy
20 shall name the Riverside County Flood Control and Water
21 Conservation District, Riverside County Regional Park and Open-
22 Space District and the County of Riverside, its agencies, districts,
23 special districts, and departments, their respective directors, officers,
24 Board of Supervisors, Board of Directors, employees, elected or
25 appointed officials, agents or representatives as additional insureds.
26 Policy's limit of liability shall not be less than \$2,000,000 per
27
28

1 occurrence combined single limit. If such insurance contains a general
2 aggregate limit, it shall apply separately to this Agreement or be no less
3 than two (2) times the occurrence limit.
4

5 C. Vehicle Liability:

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

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, with
26 a limit of liability of not less than \$2,000,000 per occurrence and
27 \$4,000,000 annual aggregate. DEVELOPER shall require that, if such
28

1 Professional Liability Insurance is written on a claims-made basis
2 rather than an occurrence basis, such insurance shall continue through
3 the term of this Agreement and that such architect or engineer shall
4 purchase at such architect or engineer's sole expense either 1) an
5 Extended Reporting Endorsement (also known as Tail Coverage); or 2)
6 Prior Dates Coverage from a new insurer with a retroactive date back
7 to the date of, or prior to, the inception of this Agreement; or 3)
8 demonstrate through Certificates of Insurance that such architect or
9 engineer has maintained continuous coverage with the same or original
10 insurer. Coverage provided under items: 1), 2) or 3) shall continue for
11 the term specified in the insurance policy, which shall be reasonably
12 acceptable to DISTRICT and COUNTY.
13

14
15 E. General Insurance Provisions – All Lines:

- 16 i. Any insurance carrier providing insurance coverage
17 hereunder shall be admitted to the State of California and have
18 an A.M. BEST rating of not less than an A: VIII (A: 8) unless
19 such requirements are waived, in writing, by the County Risk
20 Manager. If the County Risk Manager waives a requirement
21 for a particular insurer such waiver is only valid for that
22 specific insurer and only for one policy term.
23
24 ii. DEVELOPER must declare its insurance self-insured
25 retention for each coverage required herein. If any such self-
26 insured retention exceeds \$500,000 per occurrence each such
27 retention shall have the prior written consent of the County
28

1 Risk Manager before the commencement of operations under
2 this Agreement. Upon notification of self-insured retention
3 deemed unacceptable to DISTRICT, and at the election of the
4 County Risk Manager, DEVELOPER'S carriers shall either:
5 1) reduce or eliminate such self-insured retention with respect
6 to this Agreement with DISTRICT, or 2) procure a bond
7 which guarantees payment of losses and related
8 investigations, claims administration, and defense costs and
9 expenses.
10

- 11
12 iii. DEVELOPER shall cause their insurance carrier(s) or its
13 contractor's insurance carrier(s), to furnish DISTRICT with 1)
14 a properly executed original certificate(s) of insurance and
15 certified original copies of endorsements effecting coverage
16 as required herein; and 2) if requested to do so orally or in
17 writing by the County Risk Manager, provide original
18 certified copies of policies including all endorsements and all
19 attachments thereto, showing such insurance is in full force
20 and effect. Further, said certificate(s) and policies of
21 insurance shall contain the covenant of the insurance
22 carrier(s) that a minimum of sixty (60) days written notice
23 shall be given to DISTRICT prior to any material
24 modification, cancellation, expiration or reduction in
25 coverage of such insurance. If DEVELOPER insurance
26 carrier(s) policies does not meet the minimum notice
27
28

1 requirement found herein, DEVELOPER shall cause
2 DEVELOPER'S insurance carrier(s) to furnish a 60 day
3 Notice of Cancellation Endorsement. In the event of a
4 material modification, cancellation, expiration or reduction in
5 coverage, this Agreement shall terminate forthwith, unless
6 DISTRICT receives, prior to such effective date, another
7 properly executed original certificate of insurance and
8 original copies of endorsements or certified original policies,
9 including all endorsements and attachments thereto,
10 evidencing coverages set forth herein and the insurance
11 required herein is in full force and effect. An individual
12 authorized by the insurance carrier to do so on its behalf shall
13 sign the original endorsements for each policy and the
14 certificate of insurance.
15
16

17 iv. It is understood and agreed by the parties hereto that
18 DEVELOPER'S insurance shall be construed as primary
19 insurance, and DISTRICT'S, PARKS' and COUNTY'S
20 insurance and/or deductibles and/or self-insured retentions or
21 self-insured programs shall not be construed as contributory.
22

23 v. If, during the term of this Agreement or any extension thereof,
24 there is a material change in the scope of services; or there is
25 a material change in the equipment to be used in the
26 performance of the scope of work which will add additional
27 exposures (such as the use of aircraft, watercraft, cranes, etc.);
28

1 or the term of this Agreement, including any extensions
2 thereof, exceeds five (5) years, DISTRICT, PARKS and
3 COUNTY reserve the right to adjust the types of insurance
4 required under this Agreement and the monetary limits of
5 liability for the insurance coverages currently required herein,
6 if, in the County Risk Manager's reasonable judgment, the
7 amount or type of insurance carried by DEVELOPER has
8 become inadequate.

9
10 vi. DEVELOPER shall pass down the insurance obligations
11 contained herein to all tiers of subcontractors working under
12 this Agreement.

13
14 vii. The insurance requirements contained in this Agreement may
15 be met with a program(s) of self-insurance acceptable to
16 DISTRICT, PARKS and COUNTY.

17 viii. DEVELOPER agrees to notify DISTRICT, PARKS and
18 COUNTY of any claim by a third party or any incident or
19 event that may give rise to a claim arising from the
20 performance of this Agreement.
21

22 Failure to maintain the insurance required by this paragraph shall be deemed
23 a material breach of this Agreement and shall authorize and constitute authority for DISTRICT,
24 at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to
25 perform its obligations hereunder, nor to accept responsibility for ownership, operation and
26 maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this
27 Agreement.
28

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

3 19. Within two (2) weeks of completing PROJECT construction, provide
4 DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that
5 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
6 inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of COUNTY
7 FACILITIES. It is mutually understood that, prior to DISTRICT acceptance of ownership and
8 responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT
9 FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT
10 and PROPOSED SWEET AVENUE, STAGE 1 shall have been accepted by DISTRICT for
11 ownership, operation and maintenance.
12

13 20. Upon completion of PROJECT construction, and upon acceptance by
14 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation
15 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES
16 for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT (i) the
17 ingress and egress easement(s), in a form approved by DISTRICT, for the rights of way as shown
18 in concept in yellow on Exhibit "C" attached hereto and made a part hereof, and (ii) the flood
19 control easement(s) including ingress and egress, in a form approved by DISTRICT, for the rights
20 of way as shown in concept outlined by a dotted line on Exhibit "C".
21

22 21. At the time of recordation of the conveyance document(s), as set forth in
23 Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less
24 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
25 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated
26 value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
27
28

1 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,
2 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except
3 those which, in the sole discretion of DISTRICT, are acceptable.
4

5 22. Accept ownership and sole responsibility for the operation and maintenance
6 of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation
7 and maintenance of DISTRICT FACILITIES and PROPOSED SWEET AVENUE, STAGE 1;
8 and (ii) COUNTY accepts ownership and responsibility for operation and maintenance of
9 COUNTY FACILITIES. Further, it is mutually understood by the parties hereto that prior to
10 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
11 DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained
12 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole
13 discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections
14 shall be made at sole expense of DEVELOPER.
15

16 23. Accept all liability whatsoever associated with the ownership, operation and
17 maintenance of DISTRICT FACILITIES until such time as DISTRICT FACILITIES are formally
18 accepted by DISTRICT for ownership, operation and maintenance.
19

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

25 25. Upon completion of PROJECT construction, but prior to DISTRICT
26 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or
27 cause its civil engineer of record or construction civil engineer of record, duly registered in the
28 State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT

1 plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer
2 shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original
3 mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original
4 PROJECT engineering plans "record drawings".
5

6 26. Ensure that all work performed pursuant to this Cooperative Agreement by
7 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
8 regulations, including but not limited to all applicable provisions of the Labor Code, Business and
9 Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs
10 associated with compliance with applicable laws and regulations.
11

12 27. Reimburse and pay to PARKS, within thirty (30) days after receipt of
13 periodic billings from PARKS, any and all such amounts as are deemed reasonably necessary by
14 PARKS to cover PARK'S costs associated with the review of all necessary documents associated
15 with this Project, including without limitation IMPROVEMENT PLANS, review and approval of
16 rights of way and conveyance documents, and with the processing and administration of this
17 Cooperative Agreement.
18

19 28. Reimburse and pay to COUNTY, within thirty (30) days after receipt of
20 periodic billings from COUNTY, any and all such amounts as are deemed reasonably necessary
21 by COUNTY to cover COUNTY'S costs associated with the review of all necessary documents
22 associated with this Project, including without limitation the IMPROVEMENT PLANS, review
23 and approval of rights of way and conveyance documents, and with the processing and
24 administration of this Cooperative Agreement.
25

26 SECTION II

27 DISTRICT shall:
28

1 1. Review IMPROVEMENT PLANS and approve when DISTRICT has
2 determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT
3 prior to the start of PROJECT construction.

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

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

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

11 5. Inspect DISTRICT FACILITIES construction.

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

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

20 8. Accept ownership and sole responsibility for the operation and maintenance
21 of DISTRICT FACILITIES upon (i) completion of PROPOSED SWEET AVENUE, STAGE 1
22 construction, (ii) DISTRICT acceptance of PROPOSED SWEET AVENUE, STAGE 1 for
23 ownership, operation and maintenance, (iii) DISTRICT inspection of DISTRICT FACILITIES in
24 accordance with Section I.19., (iv) DISTRICT acceptance of PROJECT construction as being
25
26
27
28

1 complete, (v) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as
2 set forth in Section I.25., (vi) recordation of all conveyance documents described in Section I.20.,
3 (vii) COUNTY acceptance of COUNTY FACILITIES for ownership, operation, and
4 maintenance, and (viii) DISTRICT'S sole determination that DISTRICT FACILITIES are in a
5 satisfactorily maintained condition.
6

7 9. Provide COUNTY with a reproducible duplicate copy of "record drawings"
8 PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

9 SECTION III

10 COUNTY shall:

11 1. Review IMPROVEMENT PLANS and approve when COUNTY has
12 determined that such plans meet County standards and are found acceptable to COUNTY prior to
13 the start of PROJECT construction.
14

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

19 3. Inspect PROJECT construction.

20 4. Consent, by execution of this Cooperative Agreement, to the recording of
21 any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative
22 Agreement.

23 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as
24 set forth herein and any other outstanding offers of dedication necessary for the construction,
25 inspection, operation and maintenance of DISTRICT FACILITIES, and convey sufficient rights
26 of way to DISTRICT to allow DISTRICT to inspect, operate and maintain DISTRICT
27 FACILITIES.
28

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

7. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES from DEVELOPER upon (i) the completion of COUNTY FACILITIES and DISTRICT FACILITIES, and (ii) COUNTY acceptance of PROJECT construction as being complete.

8. Not grant any occupancy permits for any units within any portion of Tract No. 36475, or any phase thereof, until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

9. Upon DISTRICT 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

PARKS shall:

1. Grant DEVELOPER, by execution of this Agreement, the temporary right to enter onto PARKS PROPERTY for the purpose of completing the placement of OFFSITE RIPRAP.

2. Convey, or cause to be conveyed to DISTRICT the flood control easement(s) including drainage purposes, in a form approved by DISTRICT, for the rights of way as shown in concept in magenta on Exhibit "C" when requested by DISTRICT within the time agreed upon between DISTRICT and PARKS.

It is further mutually agreed:

2. COUNTY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT FACILITIES, 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.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of

1 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
2 materially affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
3 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as
4 deemed necessary by DISTRICT.

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

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

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

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

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

23 DEVELOPER shall defend, at its sole expense, including all costs and fees
24 (including but not limited to attorney fees, cost of investigation, defense and settlements or
25 awards), DISTRICT, PARKS and COUNTY (including its agencies, districts, special districts and
26 departments, their respective directors, officers, Board of Supervisors, Board of Directors, elected
27
28

1 and appointed officials, employees, agents and representatives) in any claim, proceeding or action
2 for which indemnification is required.

3
4 With respect to any of DEVELOPER'S indemnification requirements,
5 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
6 have the right to adjust, settle or, compromise any such claim, proceeding or action without the
7 prior consent of DISTRICT, PARKS and COUNTY; provided, however, that any such
8 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
9 DEVELOPER'S indemnification obligations to DISTRICT, PARKS or COUNTY.

10
11 DEVELOPER'S indemnification obligations shall be satisfied when
12 DEVELOPER has provided to DISTRICT, PARKS and COUNTY the appropriate form of
13 dismissal (or similar document) relieving DISTRICT, PARKS or COUNTY from any liability for
14 the claim, proceeding or action involved.

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

18
19 In the event there is conflict between this section and California Civil Code
20 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.
21 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, PARKS or
22 COUNTY to the fullest extent allowed by law.

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

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

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

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

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

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

24 City Ventures Homebuilding, LLC
 25 3121 Michaelson Drive, Suite 150
 26 Irvine, CA 92612
 27 Attn: Michael J. White

RIVERSIDE COUNTY REGIONAL PARK
 & OPEN-SPACE DISTRICT
 4600 Crestmore Road
 Jurupa Valley, CA 92509-6858
 Attn: General Manager

1 11. This Agreement is to be construed in accordance with the laws of the State
2 of California. If any provision of this Agreement is held by a court of competent jurisdiction to
3 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force
4 without being impaired or invalidated in any way.
5

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

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

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

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

26 16. The individual(s) executing this Cooperative Agreement on behalf of
27 DEVELOPER certify that they have the authority within their respective company(ies) to enter
28 into and execute this Cooperative Agreement, and have been authorized to do so by all boards of

1 directors, legal counsel, and/or any other board, committee or other entity within their respective
2 company(ies) which have the authority to authorize or deny entering into this Cooperative
3 Agreement.
4

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

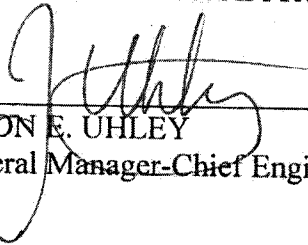
11 //

12 //

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

2
3 (to be filled in by Clerk of the Board)

4
5 RECOMMENDED FOR APPROVAL:

6 By 
7 JASON E. UHLEY
8 General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

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

9
10 APPROVED AS TO FORM:

11 GREGORY P. PRIAMOS
12 County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

13
14 By 
15 NAZIK N. HASAN
Deputy County Counsel

By _____
Deputy

16 (SEAL)

17
18
19
20
21
22
23
24 Cooperative Agreement
25 Southwest Riverside – Sweet Avenue Storm Drain, Stage 2
26 Southwest Riverside – Travertine Drive Storm Drain, Stage 1
27 Project Nos. 2-0-00211 and 2-0-00214
28 Tract No. 36475
RKM:blm
11/09/17

1
2 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

3 By 

4 PATRICIA ROMO
5 Director of Transportation

By _____

JOHN F. TAVAGLIONE
Chairman, Board of Supervisors

6 APPROVED AS TO FORM:

ATTEST:

7 GREGORY P. PRIAMOS
8 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

9 By 

10 Deputy County Counsel

By _____

Deputy

11
12 (SEAL)
13
14
15
16
17
18
19
20
21
22

23 Cooperative Agreement

24 Southwest Riverside – Sweet Avenue Storm Drain, Stage 2

25 Southwest Riverside – Travertine Drive Storm Drain, Stage 1

26 Project Nos. 2-0-00211 and 2-0-00214

27 Tract No. 36475

RKM:blm

11/09/17

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY REGIONAL PARK &
OPEN-SPACE DISTRICT

By


SCOTT BANGLE
General Manager

By

KEVIN JEFFRIES
Chairman, Board of Directors


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

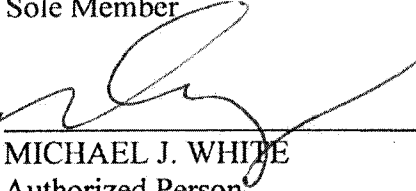
(SEAL)

Cooperative Agreement
Southwest Riverside – Sweet Avenue Storm Drain, Stage 2
Southwest Riverside – Travertine Drive Storm Drain, Stage 1
Project Nos. 2-0-00211 and 2-0-00214
Tract No. 36475
RKM:blm
11/09/17

1
2 **CITY VENTURES HOMEBUILDING, LLC**
3 a Delaware limited liability company

4 By City Ventures Communities, LLC
5 a Delaware limited liability company
6 its Sole Member

7 By City Ventures, LLC
8 a Delaware limited liability company
9 its Sole Member

10 By 
11 MICHAEL J. WHITE
12 Authorized Person

13 (ATTACH NOTARY WITH CAPACITY
14 STATEMENT)

15
16
17
18
19
20
21
22
23
24 Cooperative Agreement
25 Southwest Riverside – Sweet Avenue Storm Drain, Stage 2
26 Southwest Riverside – Travertine Drive Storm Drain, Stage 1
27 Project Nos. 2-0-00211 and 2-0-00214
28 Tract No. 36475
RKM:blm
11/09/17

ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF ORANGE }

ON November 13, 2017, before me Tina Marie Hickoff, Notary Public, personally appeared _____
Michael J. White

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Tina Hickoff (seal)

Tina Marie Hickoff

Commission Number: 2190441

Commission Expires: April 9, 2021

Cell Phone: (714) 475-9802



Exhibit A

LEGAL DESCRIPTION

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

PARCEL 1: (APN 270-070-004-4)

ALL THAT PORTION OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY SECTIONIZED SURVEYOR OF THE RANCHO DEL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 7 PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00° 15' EAST ALONG THE EAST LINE OF SAID SECTION 32, 2624.18 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89° 52' 45" WEST ALONG THE NORTH LINE OF SAID SECTION 32, 2638.69 FEET TO THE NORTH QUARTER CORNER THEREOF; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 32, SOUTH 89° 57' 45" WEST, 586.21 FEET TO A POINT THEREON; THENCE SOUTH 33° 37' 45" WEST, 81.20 FEET; THENCE SOUTH 87° 10' 45" WEST, 115.16 FEET; THENCE SOUTH 45° 32' 15" WEST, 144.50 FEET; THENCE SOUTH 15° 06' 45" EAST, 355.50 FEET; THENCE SOUTH 12° 23' 45" WEST 181.24 FEET; THENCE SOUTH 34° 13' 45" EAST, 426.60 FEET SOUTH 36° 38' 30" EAST, 199.36 FEET; THENCE SOUTH 08° 18' 45" EAST, 247.78 FEET; THENCE SOUTH 43° 38' 45" EAST, 280.70 FEET; THENCE NORTH 77° 21' 00" EAST, 558.40 FEET; THENCE SOUTH 85° 46' 00" EAST, 258.30 FEET; THENCE SOUTH 73° 30' 00" EAST, 446.36 FEET; THENCE SOUTH 48° 57' 45" EAST, 1202.10 FEET; THENCE NORTH 84° 22' 15" EAST, 263.78 FEET; THENCE SOUTH 20° 44' 00" EAST, 941.75 FEET; THENCE NORTH 61° 38' 00" EAST, 112.80 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID SECTION 32, DISTANT THEREON SOUTH 00° 10' WEST, 640.44 FEET FROM SAID EAST QUARTER CORNER THEREOF; THENCE NORTH 00° 10' EAST ALONG SAID LINE OF SAID SECTION 32, 640.44 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR ROADWAY PURPOSES, 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 2, PAGE 15 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 61° 38' WEST, A DISTANCE OF 95.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 24° 39' WEST, A DISTANCE OF 85.81 FEET; THENCE NORTH 64° 33' 30" WEST, A DISTANCE OF 288.56 FEET; THENCE NORTH 36° 02' 30" WEST, A DISTANCE OF 165.07 FEET; THENCE SOUTH 71° 25' 15" WEST, A DISTANCE OF 109.75 FEET; THENCE SOUTH 23° 21' 30" WEST, A DISTANCE OF 137.96 FEET; THENCE SOUTH 54° 08' WEST, A DISTANCE OF 168.92 FEET; THENCE NORTH 49° 03' 30" WEST, A DISTANCE OF 114.28 FEET; THENCE SOUTH 81° 01' WEST, DISTANCE OF 116.54 FEET; THENCE NORTH 32° 10' 30" WEST, A DISTANCE OF 162.18 FEET; THENCE SOUTH 59° 59' 45" WEST, A DISTANCE OF 141.30 FEET; THENCE NORTH 52° 27' 30" WEST, A DISTANCE OF 94.79 FEET; THENCE SOUTH 85° 52' 30" WEST, A DISTANCE OF 105.69 FEET; THENCE NORTH 69° 36' 45" WEST, A DISTANCE OF 204.63 FEET; THENCE SOUTH 54° 35' 45" WEST, A DISTANCE OF 169.25 FEET; THENCE NORTH 69° 13' 45" WEST, A DISTANCE OF 227.25 FEET; THENCE SOUTH 73° 51' 30" WEST, A DISTANCE OF 246.28 FEET; THENCE NORTH 45° 30' 30" WEST, A DISTANCE OF 535.46 FEET; THENCE NORTH 43° 59' WEST, A DISTANCE OF 325.929. FEET; THENCE NORTH 69° 17' WEST,

COOPERATIVE AGREEMENT

Southwest Riverside – Sweet Avenue Storm Drain, Stage 2; Southwest Riverside – Travertine Drive Storm Drain, Stage 1
Project Nos. 2-0-00211 and 2-0-00214

Tract No. 36475

Page 1 of 2

Exhibit A

A DISTANCE OF 1074.54 FEET; THENCE NORTH 34° 10' 45" WEST, A DISTANCE OF 548.92 FEET; THENCE NORTH 00° 05' 15" EAST, A DISTANCE OF 345.98 FEET; THENCE NORTH 58° 15' WEST, A DISTANCE OF 166.05 FEET; THENCE NORTH 52° 08' 15" WEST, A DISTANCE OF 277.05 FEET; THENCE NORTH 47° 50' 15" WEST, A DISTANCE OF 552.83 FEET; THENCE NORTH 66° 08' 30" WEST, A DISTANCE OF 251.09 FEET; THENCE NORTH 87° 59' 15" WEST, A DISTANCE OF 127.62 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 32, DISTANT THEREON SOUTH 01° 06' 30" WEST, A DISTANCE OF 649.70 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32.

PARCEL 3: (APN 270-090-002-4)

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF SAID RANCHO ON FILE IN BOOK 7 PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 4: (APN 270-090-001-3)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY SECTIONIZED SURVEYOR OF THE RANCHO DEL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 7 PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

PARCEL 5: (APN 270-080-017-7)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY SECTIONIZED SURVEYOR OF THE RANCHO DEL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 7 PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

COOPERATIVE AGREEMENT

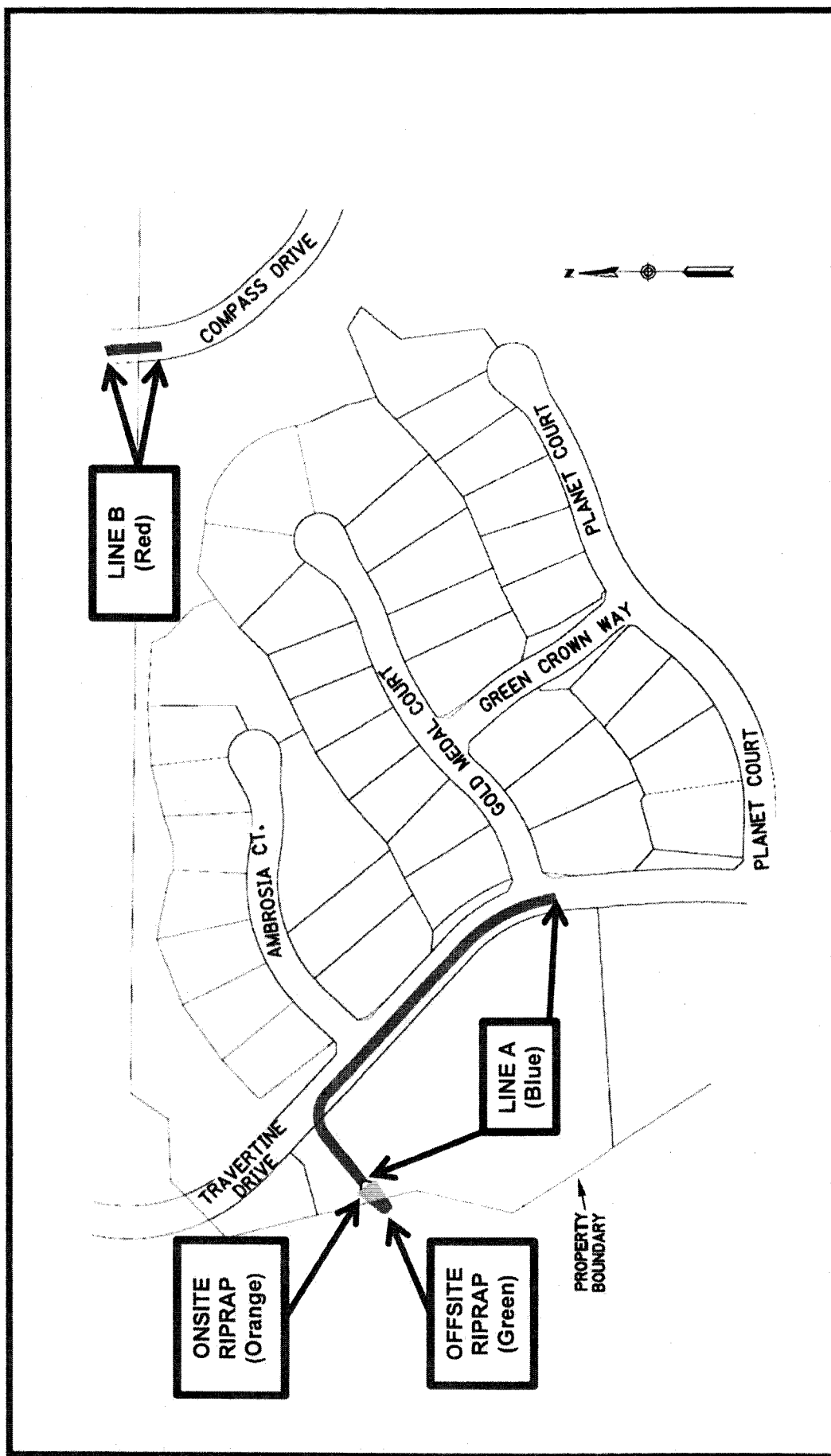
Southwest Riverside – Sweet Avenue Storm Drain, Stage 2; Southwest Riverside – Travertine Drive Storm Drain, Stage 1

Project Nos. 2-0-00211 and 2-0-00214

Tract No. 36475

Page 2 of 2

Exhibit B



COOPERATIVE AGREEMENT

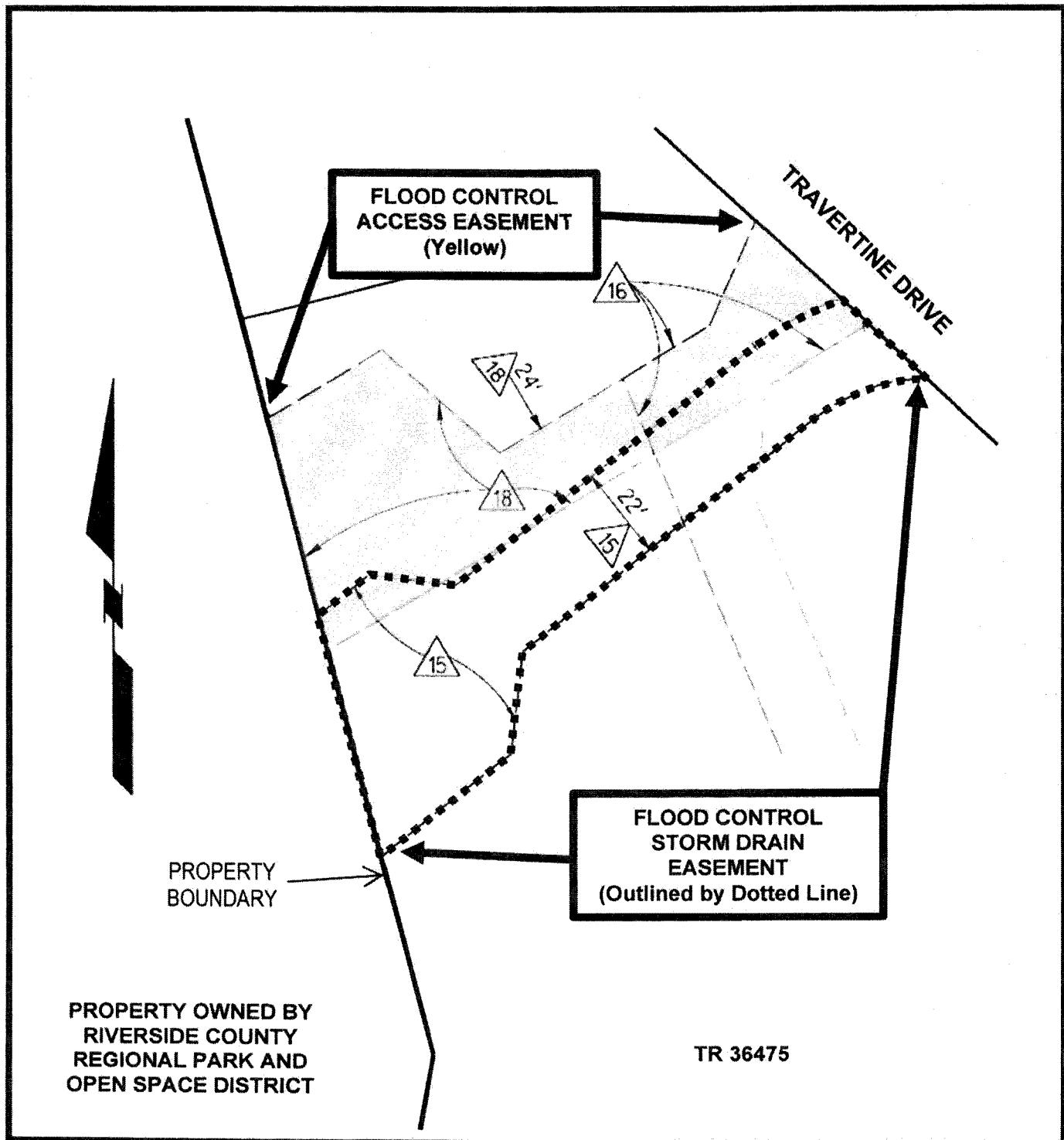
Southwest Riverside – Sweet Avenue Storm Drain, Stage 2; Southwest Riverside – Travertine Drive Storm Drain, Stage 1

Project Nos. 2-0-00211 and 2-0-00214

Tract No. 36475

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

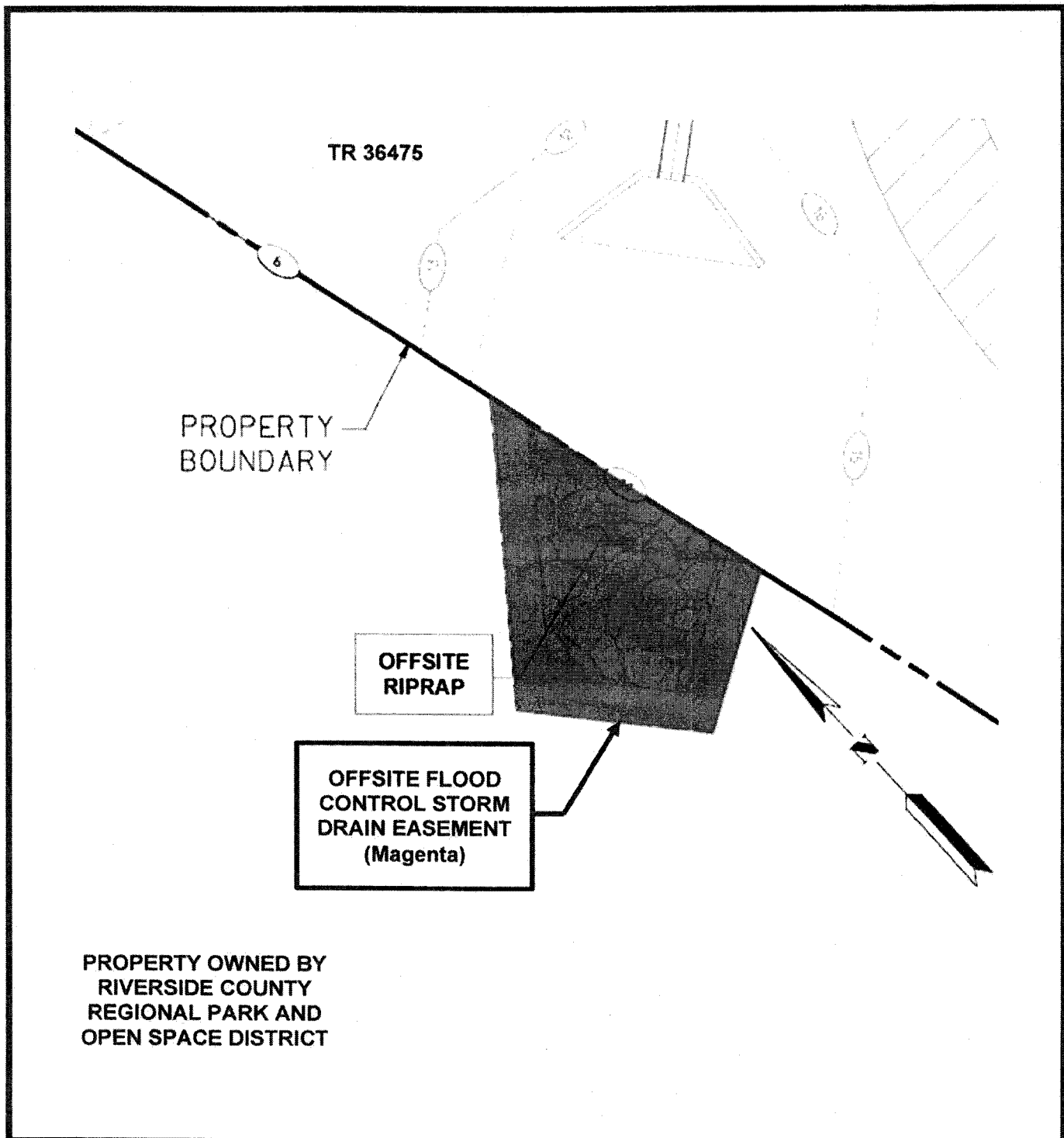
Southwest Riverside – Sweet Avenue Storm Drain, Stage 2; Southwest Riverside – Travertine Drive Storm Drain, Stage 1

Project Nos. 2-0-00211 and 2-0-00214

Tract No. 36475

Page 1 of 2

Exhibit C



COOPERATIVE AGREEMENT

Southwest Riverside – Sweet Avenue Storm Drain, Stage 2; Southwest Riverside – Travertine Drive Storm Drain, Stage 1

Project Nos. 2-0-00211 and 2-0-00214

Tract No. 36475

Page 2 of 2