

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



ITEM  
3.53  
(ID # 6196)

**MEETING DATE:**

Tuesday, February 27, 2018

**FROM :** TLMA-TRANSPORTATION:

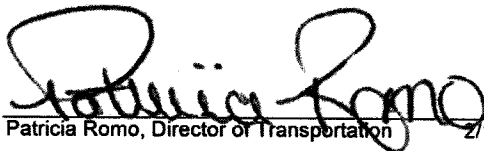
**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Cooperative Agreement between the County of Riverside, Riverside County Flood Control and Water Conservation District, Valley-Wide Recreation and Park District and Beazer Homes Holdings, LLC for Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1; Whisper Heights Way Storm Drain, Stage 1; Whisper Heights Way Lateral, Stage 1, (Tract No. 32185-5), Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223; 3rd District [\$0] (Companion to MT 6367 RCFCWCD)

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

1. Approve the Cooperative Agreement between the County of Riverside (County), Riverside County Flood Control and Water Conservation District (District), Valley-Wide Recreation and Park District (Valley-Wide) and Beazer Homes Holdings, LLC (Developer) for storm drain improvements associated with Tract No. 32185-5; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:** Policy

  
Patricia Romo, Director of Transportation 2/14/2018

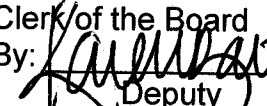
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: February 27, 2018  
xc: Transp., Flood

(Companion Item 11.3)

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

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

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

**BACKGROUND:**

**Summary**

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 32185-5, are to be constructed by Developer and inspected, operated and maintained by the Riverside County Flood Control and Water Conservation District, the County Transportation Department (Transportation Department) and Valley-Wide Recreation and Park District. The Tract is located in French Valley area along the east side of Leon Road and north of Jean Nicholas Road.

The Cooperative Agreement is necessary for the District, the Transportation Department and Valley-Wide to provide construction inspection and subsequent operation and maintenance of the referenced storm drains and appurtenances.

Upon completion of construction and acceptance, Riverside County Flood Control and Water Conservation District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems that are greater than 36-inches in diameter, concrete headwall and wingwall, a riprap structure, and a portion of a maintenance access road.

The Transportation Department 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 for a portion of Line M, including a headwall and riprap structure within County held easements or right of way.

Valley-Wide will assume ownership and responsibility for the operation and maintenance of certain catch basins, inlets, laterals and connector pipes that are 36 inches or less in diameter located within Valley-Wide held easements.

The Developer will retain ownership and assume operation and maintenance responsibility for a Park Basin, located within private right of way.

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

**Impact on Residents and Businesses**

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

Construction of the referenced drainage improvements is a requirement for the development of Tract No. 32185-5. The principal beneficiaries are the future residents of the Tract. Ancillary benefits will accrue to citizens who will utilize the Tract's roadways.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**ATTACHMENTS:**

Vicinity Map

Cooperative Agreement

  
\_\_\_\_\_  
Gregory J. Priamos, Director County Counsel      2/15/2018

COOPERATIVE AGREEMENT

Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223  
Tract No. 32185-5

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 Valley-Wide Recreation and Park District, a political subdivision of the State of California, ("VALLEY WIDE"), and Beazer Homes Holdings, LLC, a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 32185-5 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 32185-5, 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. 32185-5 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, as shown in concept on Exhibit "B", attached hereto and made a part hereof, and as shown on DISTRICT's Drawing No. 7-0417, includes:

- (i) Approximately 1,745 lineal feet of underground storm drain system, wingwall, headwall and an associated maintenance access road ("LINE A"). At its upstream terminus, LINE A will connect to the

COPY

1 COUNTY's proposed storm drain facility in future Tract No. 32185-  
2 6;

3 (ii) Approximately 520 lineal feet of underground storm drain system  
4 ("LINE C");

5  
6 (iii) Approximately 2,010 lineal feet of underground storm drain system,  
7 riprap structure and its associated maintenance access road ("LINE  
8 M"). Together, LINE A, LINE C and LINE M are called "DISTRICT  
9 FACILITIES"; and

10 D. Associated with the construction of DISTRICT FACILITIES is the  
11 construction of (i) approximately 312 lineal feet of 14' x 4' reinforced concrete box culvert (a  
12 portion of LINE M), and riprap structure; and (ii) certain catch basins, connector pipes, inlets,  
13 outlets, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are  
14 located within COUNTY held easements or rights of way ("APPURTENANCES"); and

15  
16 E. Also associated with the construction of DISTRICT FACILITIES is the  
17 construction of certain catch basins, 24" x 24" brooks boxes, connector pipes and various lateral  
18 storm drains that are thirty-six inches (36") or less in diameter that are located within VALLEY  
19 WIDE held easements or rights of way ("VALLEY WIDE APPURTENANCES"); and

20  
21 F. Also associated with the construction of DISTRICT FACILITIES is the  
22 construction of a detention basin within a future park site ("PARK BASIN"). PARK BASIN is  
23 to be located within privately held easements or rights of way, and is to be initially owned and  
24 maintained by DEVELOPER and subsequently owned and maintained by VALLEY WIDE; and

25  
26 G. Together, DISTRICT FACILITIES, APPURTENANCES, VALLEY  
27 WIDE APPURTENANCES and PARK BASIN are hereinafter called "PROJECT"; and

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1 H. All parties recognize and acknowledge that DEVELOPER will accept sole  
2 ownership and responsibility for the operation and maintenance of the offsite interim channel for  
3 the future Tract No. 32185-6 located within privately held easements or rights of way; and  
4

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

9 J. DEVELOPER and DISTRICT desire COUNTY to accept ownership and  
10 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY  
11 must review and approve DEVELOPER's plans and specifications for PROJECT and  
12 subsequently inspect and approve the construction of APPURTENANCES; and  
13

14 K. DISTRICT is willing to (i) review and approve DEVELOPER's plans and  
15 specifications for PROJECT; (ii) inspect the construction of DISTRICT FACILITIES; and (iii)  
16 accept ownership and responsibility for the operation and maintenance of DISTRICT  
17 FACILITIES, provided DEVELOPER (a) complies with this Agreement; (b) constructs  
18 PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications; and  
19 (c) accepts ownership and responsibility for the operation and maintenance of PROJECT  
20 following completion of PROJECT construction until such time as DISTRICT accepts ownership  
21 and responsibility for the operation and maintenance of DISTRICT FACILITIES; and  
22

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

1 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is  
2 constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

3 NOW, THEREFORE, the parties hereto mutually agree as follows:  
4

5 SECTION I

6 DEVELOPER shall:

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

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

17 3. Deposit with DISTRICT (Attention: Business Office - Accounts  
18 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
19 construction as set forth in Section I.8., the estimated cost of providing construction inspection  
20 for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in  
21 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any  
22 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time  
23 the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with  
24 DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary  
25 by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt of billing  
26 from DISTRICT.  
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1           4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-  
2 time cash sum of fifty seven thousand three hundred dollars (\$57,300), the amount agreed upon  
3 to cover DISTRICT's estimated cost to operate and maintain DISTRICT FACILITIES for a  
4 period of ten (10) years (Zone 7 - Maintenance Trust Fund) commencing upon DISTRICT's  
5 acceptance of DISTRICT FACILITIES as complete for ownership, operation and maintenance.  
6

7           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
8 permits and rights of entry as may be needed for the construction, inspection, operation and  
9 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY, at the time  
10 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.,  
11 or not less than twenty (20) days prior to recordation of the final map for Tract No. 32185-5 or  
12 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having  
13 secured such necessary licenses, agreements, permits and rights of entry, as determined and  
14 approved by DISTRICT and COUNTY.  
15

16           6. Prior to commencing construction, furnish DISTRICT and COUNTY with  
17 copies of all permits, approvals or agreements required by any Federal, State or local resource  
18 and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such  
19 documents include but are not limited to those issued by the U.S. Army Corps of Engineers,  
20 California Regional Water Quality Control Board, California State Department of Fish and  
21 Wildlife, State Water Resources Control Board, and Western Riverside County Regional  
22 Conservation Authority ("REGULATORY PERMITS").  
23

24           7. Provide COUNTY, at the time of providing written notice to DISTRICT of  
25 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to  
26 recordation of the final map for Tract No. 32185-5 or any phase thereof, whichever occurs first,  
27 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)  
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1 of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT  
2 and of the APPURTENANCES as determined by COUNTY. The surety, amount and form of  
3 the bonds, shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain in  
4 full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY as  
5 complete. At which time, the bond amount may be reduced to five percent (5%) for a period of  
6 one (1) year to guarantee against any defective work, labor or materials.  
7

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

14           9. Grant DISTRICT, COUNTY and VALLEY WIDE, by execution of this  
15 Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for  
16 the purpose of gaining access to and performing inspection service for the construction of  
17 PROJECT as set forth herein.  
18

19           10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition  
20 Section), at the time of providing written notice to DISTRICT of the start of construction as set  
21 forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for  
22 Tract No. 32185-5, with duly executed Irrevocable Offers(s) of Dedication to the public for flood  
23 control and drainage purposes, including ingress and egress, for the rights of way deemed  
24 necessary by DISTRICT for the construction, inspection, operation and maintenance of  
25 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved  
26 by DISTRICT and shall be executed by all legal and equitable owners of the property described  
27 in the offer(s).  
28

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

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

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12           13.    Furnish DISTRICT, at the time of providing written notice to DISTRICT  
13 and COUNTY of the start of construction as set forth in Section I.8., a construction schedule  
14 which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor  
15 proposes to carry out the various parts of work, including estimated start and completion dates.  
16 As construction of PROJECT progresses, DEVELOPER shall update said construction schedule  
17 as requested by DISTRICT and/or COUNTY.

18  
19           14.    Furnish DISTRICT with final mylar plans for DISTRICT FACILITIES, and  
20 assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

21           15.    Not permit any change to or modification of DISTRICT, COUNTY and  
22 VALLEY WIDE approved IMPROVEMENT PLANS without the prior written permission and  
23 consent of DISTRICT, COUNTY and VALLEY WIDE.

24           16.    Comply with all Cal/OSHA safety regulations including, but not limited to,  
25 regulations concerning confined space and maintain a safe working environment for  
26 DEVELOPER, DISTRICT and COUNTY employees on the site.  
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1           17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
2 the start of construction as set forth in Section I.8., a confined space entry procedure specific to  
3 PROJECT. The procedure shall comply with requirements contained in California Code of  
4 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit  
5 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure  
6 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.  
7

8           18. DEVELOPER shall not commence operations until DISTRICT and  
9 COUNTY have been furnished with original certificate(s) of insurance and original certified  
10 copies of endorsements and if requested, certified original policies of insurance including all  
11 endorsements and any and all other attachments as required in this section.  
12

13           Without limiting or diminishing DEVELOPER's obligation to indemnify or  
14 hold DISTRICT, COUNTY or VALLEY WIDE harmless, DEVELOPER shall procure and  
15 maintain or cause to be maintained, at its sole cost and expense, the following insurance  
16 coverages during the term of this Agreement:

17           A. Workers' Compensation:

18           If DEVELOPER has employees as defined by the State of California,  
19 DEVELOPER shall maintain statutory Workers' Compensation  
20 Insurance (Coverage A) as prescribed by the laws of the State of  
21 California. Policy shall include Employers' Liability (Coverage B)  
22 including Occupational Disease with limits not less than \$1,000,000  
23 per person per accident. Policy shall be endorsed to waive subrogation  
24 in favor of DISTRICT, COUNTY and VALLEY WIDE.  
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26           B. Commercial General Liability:  
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1 Commercial General Liability insurance coverage, including but not  
2 limited to, premises liability, unmodified contractual liability,  
3 products and completed operations liability, personal and advertising  
4 injury, and cross liability coverage, covering claims which may arise  
5 from or out of DEVELOPER's performance of its obligations  
6 hereunder. Policy shall name DISTRICT, COUNTY and VALLEY  
7 WIDE, its agencies, districts, special districts, and departments, their  
8 respective directors, officers, Board of Supervisors, employees,  
9 elected or appointed officials, agents or representatives as additional  
10 insureds. Policy's limit of liability shall not be less than \$2,000,000 per  
11 occurrence combined single limit. If such insurance contains a general  
12 aggregate limit, it shall apply separately to this Agreement or be no  
13 less than two (2) times the occurrence limit.

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16 C. Vehicle Liability:

17 If DEVELOPER's vehicles or mobile equipment are used in the  
18 performance of the obligations under this Agreement, then  
19 DEVELOPER shall maintain liability insurance for all owned, non-  
20 owned or hired vehicles so used in an amount not less than \$1,000,000  
21 per occurrence combined single limit. If such insurance contains a  
22 general aggregate limit, it shall apply separately to this Agreement or  
23 be no less than two (2) times the occurrence limit. Policy shall name  
24 DISTRICT, COUNTY and VALLEY WIDE, its agencies, districts,  
25 special districts, and departments, their respective directors, officers,  
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1 Board of Supervisors, employees, elected or appointed officials,  
2 agents or representatives as additional insureds.

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4 D. Professional Liability:

5 DEVELOPER shall cause any architect or engineer retained by  
6 DEVELOPER in connection with the performance of DEVELOPER's  
7 obligations under this Agreement to maintain Professional Liability  
8 Insurance providing coverage for the performance of their work  
9 included within this Agreement, with a limit of liability of not less than  
10 \$2,000,000 per occurrence and \$4,000,000 annual aggregate.  
11 DEVELOPER shall require that, if such Professional Liability  
12 Insurance is written on a claims made basis rather than an occurrence  
13 basis, such insurance shall continue through the term of this  
14 Agreement and that such architect or engineer shall purchase at such  
15 architect or engineer's sole expense either 1) an Extended Reporting  
16 Endorsement (also known as Tail Coverage); or 2) Prior Dates  
17 Coverage from a new insurer with a retroactive date back to the date  
18 of, or prior to, the inception of this Agreement; or 3) demonstrate  
19 through Certificates of Insurance that such architect or engineer has  
20 maintained continuous coverage with the same or original insurer.  
21 Coverage provided under items 1), 2) or 3) shall continue for the term  
22 specified in the insurance policy as long as the law allows.  
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26 E. General Insurance Provisions – All Lines:  
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- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
  - ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, DEVELOPER's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
  - iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing

1 by the County Risk Manager, provide original certified copies of  
2 policies including all endorsements and all attachments thereto,  
3 showing such insurance is in full force and effect. Further, said  
4 certificate(s) and policies of insurance shall contain the covenant  
5 of the insurance carrier(s) that a minimum of thirty (30) days  
6 written notice shall be given to DISTRICT prior to any material  
7 modification, cancellation, expiration or reduction in coverage  
8 of such insurance. If DEVELOPER insurance carrier(s) policies  
9 does not meet the minimum notice requirement found herein,  
10 DEVELOPER shall cause DEVELOPER's insurance carrier(s)  
11 to furnish a 30 day Notice of Cancellation Endorsement. In the  
12 event of a material modification, cancellation, expiration or  
13 reduction in coverage, this Agreement shall terminate forthwith,  
14 unless DISTRICT receives, prior to such effective date, another  
15 properly executed original certificate of insurance and original  
16 copies of endorsements or certified original policies, including  
17 all endorsements and attachments thereto, evidencing coverages  
18 set forth herein and the insurance required herein is in full force  
19 and effect. An individual authorized by the insurance carrier to  
20 do so on its behalf shall sign the original endorsements for each  
21 policy and the certificate of insurance.  
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- 25 iv. It is understood and agreed by the parties hereto that  
26 DEVELOPER's insurance shall be construed as primary  
27 insurance, and DISTRICT's insurance and/or deductibles and/or  
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1 self-insured retentions or self-insured programs shall not be  
2 construed as contributory.

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

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

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

21 viii. DEVELOPER agrees to notify DISTRICT of any claim by a  
22 third party or any incident or event that may give rise to a claim  
23 arising from the performance of this Agreement.  
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1 Failure to maintain the insurance required by this paragraph shall be deemed a  
 2 material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at  
 3 its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to  
 4 perform its obligations hereunder, nor to accept responsibility for ownership, operation and  
 5 maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this  
 6 Agreement.  
 7

8 19. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost  
 9 and expense in accordance with DISTRICT, COUNTY and VALLEY WIDE approved  
 10 IMPROVEMENT PLANS.

11 20. Within two (2) weeks of completing PROJECT construction, provide  
 12 DISTRICT (Attention: Construction Management Section), COUNTY and VALLEY WIDE  
 13 with written notice that PROJECT construction is substantially complete and requesting that  
 14 DISTRICT conduct a final inspection of DISTRICT FACILITIES, COUNTY conduct a final  
 15 inspection of APPURTENANCES, and VALLEY WIDE conduct a final inspection of VALLEY  
 16 WIDE APPURTENANCES and PARK BASIN.  
 17

18 21. Upon completion of PROJECT construction, and upon acceptance by  
 19 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation  
 20 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES  
 21 for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the  
 22 flood control easement(s), or grant deed(s) of fee title where appropriate. The easement(s) or  
 23 grant deed(s) shall be in a form approved by both DISTRICT and COUNTY, to the rights of way  
 24 as shown in concept shaded in blue on Exhibit "C", and shall be executed by all legal and  
 25 equitable owners of the property described in the easement(s) or grant deed(s).  
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1           22. At the time of recordation of the conveyance document(s) as set forth in  
2 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less  
3 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
4 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the  
5 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,  
6 guaranteeing DISTRICT's interest in said property as being free and clear of all liens,  
7 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except  
8 those which, in the sole discretion of DISTRICT, are acceptable.  
9

10           23. Accept ownership and sole responsibility for the operation and maintenance  
11 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
12 and maintenance of DISTRICT FACILITIES; COUNTY accepts ownership and responsibility  
13 for operation and maintenance of APPURTENANCES; VALLEY WIDE accepts ownership and  
14 responsibility for operation and maintenance of VALLEY WIDE APPURTENANCES and  
15 PARK BASIN. It is mutually understood that, prior to DISTRICT acceptance of ownership and  
16 responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT  
17 FACILITIES shall be in a satisfactorily maintained condition as solely determined by  
18 DISTRICT.  
19  
20

21           24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
22 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable  
23 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees  
24 shall be computed as costs and included in any judgment rendered.  
25

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

1 State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT  
2 plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer  
3 shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original  
4 mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original  
5 PROJECT engineering plans "record drawings".  
6

7 26. Ensure that all work performed pursuant to this Agreement by  
8 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and  
9 regulations, including but not limited to all applicable provisions of the Labor Code, Business  
10 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs  
11 associated with compliance with applicable laws and regulations.  
12

## 13 SECTION II

14 DISTRICT shall:

- 15 1. Review IMPROVEMENT PLANS and approve when DISTRICT has  
16 determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT  
17 prior to the start of PROJECT construction.
- 18 2. Provide COUNTY and VALLEY WIDE an opportunity to review and  
19 approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
- 20 3. Upon execution of this Agreement, record or cause to be recorded, a copy  
21 of this Agreement in the Official Records of the Riverside County Recorder.
- 22 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication  
23 provided by DEVELOPER pursuant to Section I.10.
- 24 5. Inspect construction of DISTRICT FACILITIES.  
25  
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28

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

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  
9 sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.  
10

11           8.    Accept ownership and sole responsibility for the operation and maintenance  
12 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in  
13 accordance with Section I.20.; (ii) DISTRICT acceptance of PROJECT construction as being  
14 complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans,  
15 as set forth in Section I.25.; (iv) recordation of all conveyance documents described in Section  
16 I.21.; (v) COUNTY acceptance of all necessary street rights of way as deemed necessary by  
17 DISTRICT and COUNTY for the ownership, operation, and maintenance of DISTRICT  
18 FACILITIES and APPURTENANCES; (vi) COUNTY acceptance of APPURTENANCES for  
19 ownership, operation, and maintenance; (vii) VALLEY WIDE acceptance of VALLEY WIDE  
20 APPURTENANCES and PARK BASIN for ownership, operation, and maintenance; and (viii)  
21 DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained  
22 condition.  
23

24           9.    Provide COUNTY and VALLEY WIDE with a reproducible duplicate copy  
25 of the "record drawings" of PROJECT plans upon DISTRICT acceptance of DISTRICT  
26 FACILITIES as being complete.  
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SECTION III

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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 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 COUNTY acceptance of PROJECT construction as being complete.



1 and VALLEY WIDE mutually agree in writing that construction is completed in accordance with  
2 DISTRICT, COUNTY and VALLEY WIDE approved IMPROVEMENT PLANS.

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

7           3. DISTRICT acceptance of ownership and responsibility for the operation and  
8 maintenance of DISTRICT FACILITIES shall be in a satisfactorily maintained condition as  
9 solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of  
10 DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be  
11 made at sole expense of DEVELOPER.  
12

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

21           5. If DEVELOPER fails to commence construction of PROJECT within nine  
22 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to  
23 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as  
24 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of  
25 construction as set forth in Section I.8. In the event of a change in the existing site conditions  
26 that materially affects PROJECT function or DISTRICT's ability to operate and maintain  
27  
28

1 DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT  
2 PLANS as deemed necessary by DISTRICT.

3  
4 6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed  
5 within twenty (20) days of receipt of DEVELOPER's complete written notice, as set forth in  
6 Section I.8.; however, DISTRICT's construction inspection staff is limited and, therefore, the  
7 issuance of a Notice to Proceed is subject to staff availability.

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

21  
22 7. PROJECT construction work shall be on a five (5) day, forty (40) hour work  
23 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless  
24 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more  
25 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written  
26 request for permission from DISTRICT and COUNTY to work the additional hours. The request  
27 shall be submitted to DISTRICT and COUNTY at least seventy-two (72) hours prior to the  
28



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

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

22           DEVELOPER shall defend, at its sole expense, including all costs and fees  
23 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
24 awards), DISTRICT, COUNTY and VALLEY WIDE (including their agencies, districts, special  
25 districts and departments, their respective directors, officers, Board of Supervisors, elected and  
26 appointed officials, employees, agents and representatives) in any claim, proceeding or action  
27 for which indemnification is required.  
28

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

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

13 The specified insurance limits required in this Cooperative Agreement shall  
14 in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless  
15 DISTRICT, COUNTY and VALLEY WIDE from third party claims.

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

21 9. DEVELOPER for itself, its successors and assigns hereby releases  
22 DISTRICT, COUNTY and VALLEY WIDE, their respective officers, agents, and employees  
23 from any and all claims, demands, actions, or suits of any kind arising out of any liability, known  
24 or unknown, present or future, including, but not limited to any claim or liability, based or  
25 asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment  
26 of the United States Constitution, or any other law or ordinance which seeks to impose any other  
27 liability or damage, whatsoever, for damage caused by the discharge of drainage within or from  
28

1 PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT,  
2 COUNTY or VALLEY WIDE, their officers, agents and employees from any and all claims,  
3 demands, actions or suits of any kind arising out of any liability, known or unknown, present or  
4 future, for the negligent maintenance of DISTRICT FACILITIES, APPURTENANCES,  
5 VALLEY WIDE APPURTENANCES and PARK BASIN after the acceptance of DISTRICT  
6 FACILITIES, APPURTENANCES, VALLEY WIDE APPURTENANCES and PARK BASIN  
7 by DISTRICT, COUNTY and VALLEY WIDE, respectively.  
8

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

16 11. This Agreement is to be construed in accordance with the laws of the State  
17 of California. If any provision in this Agreement is held by a court of competent jurisdiction to  
18 be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect  
19 without being impaired or invalidated in any way.  
20

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

23 RIVERSIDE COUNTY FLOOD CONTROL  
24 AND WATER CONSERVATION DISTRICT  
25 1995 Market Street  
26 Riverside, CA 92501  
27 Attn: Contract Services Section  
28

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

1 VALLEY-WIDE RECREATION  
2 AND PARK DISTRICT  
3 Post Office Box 907  
4 San Jacinto, CA 92581  
5 Attn: Dean Wetter

BEAZER HOME HOLDINGS, LLC  
310 Commerce, Suite 150  
Irvine, CA 92602  
Attn: Lisa Cowderoy

6 13. 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 Agreement, shall be tried in a court of  
8 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
9 waive all provisions of law providing for a change of venue in such proceedings to any other  
10 county.

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

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

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

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

1 any other board, committee or other entity within their respective company(ies) which have the  
2 authority to authorize or deny entering into this Agreement.

3  
4 18. This Agreement is intended by the parties hereto as a final expression of  
5 their understanding with respect to the subject matter hereof and as a complete and exclusive  
6 statement of the terms and conditions thereof and supersedes any and all prior and  
7 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
8 Agreement may be changed or modified only upon the written consent of the parties hereto.

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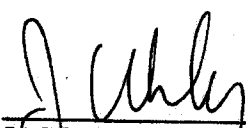
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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

RECOMMENDED FOR APPROVAL:

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

By   
\_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

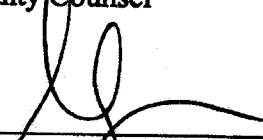
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
\_\_\_\_\_  
NAZIK HASAN  
Deputy County Counsel

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

(SEAL)

Cooperative Agreement for  
Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223  
Tract No. 32185-5  
01/02/18  
AMR:blm

1 RECOMMENDED FOR APPROVAL: COUNTY OF RIVERSIDE

2  
3 By *Patricia Romo*  
4 PATRICIA ROMO  
5 Director of Transportation

By \_\_\_\_\_  
CHUCK WASHINGTON, Chairman  
Board of Supervisors

6  
7 APPROVED AS TO FORM:

ATTEST:

8 GREGORY P. PRIAMOS  
9 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

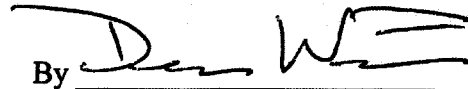
10 By *Kristine Bell-Valdez*  
11 KRISTINE BELL-VALDEZ  
12 Deputy County Counsel

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

(SEAL)

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22 Cooperative Agreement for  
23 Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1  
24 Warm Springs Valley – Whisper Heights Way Storm Drain, Stage 1  
25 Warm Springs Valley – Whisper Heights Way Lateral, Stage 1  
26 Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223  
27 Tract No. 32185-5  
28 01/02/18  
AMR:blm

**VALLEY-WIDE RECREATION AND  
PARK DISTRICT**

By 

DEAN WETTER  
General Manager

(ATTACH NOTARY ACKNOWLEDGEMENT  
WITH CAPACITY STATEMENT)

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Cooperative Agreement for  
Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223  
Tract No. 32185-5  
01/02/18  
AMR:blm



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

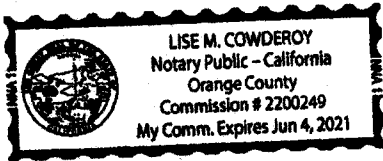
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of ORANGE )  
On January 31, 2018 before me, LISE M Cowderoy  
Date Here Insert Name and Title of the Officer  
personally appeared Dean WETTER  
Name(s) of Signer(s)

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.



Signature Lise M Cowderoy  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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**BEAZER HOMES HOLDINGS, LLC**  
a Delaware limited liability company,  
successor by conversion to Beazer Homes  
Holdings Corporation, a Delaware limited  
liability company

By: *Lise M. Cowderoy*  
**LISE M. COWDEROY**  
Authorized Signatory – West Region

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement for  
Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223  
Tract No. 32185-5  
01/02/18  
AMR:blm

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 )

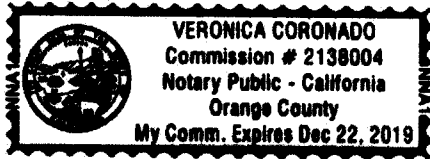
On January 11th, 2018 before me, Veronica Coronado, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Lise M. Cowderoy  
*Name(s) of Signer(s)*

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.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

EXHIBIT A

**LEGAL DESCRIPTION**

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

TENTATIVE TRACT MAP NO. 32185-5 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

**PARCEL A:**

PARCEL 5 OF PARCEL MAP NO. 9720, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGES 32 THROUGH 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-001-3

**PARCEL B:**

PARCEL 1 OF PARCEL MAP NO. 16236, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 107, PAGE 48 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-011-2

**PARCEL C:**

PARCEL 4 OF PARCEL MAP NO. 18975, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 119, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-002-4

**PARCEL D:**

PARCEL 1 OF PARCEL MAP NO. 18975, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 119, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-2, AS SHOWN BY MAP ON FILE IN BOOK 449, PAGES 65 THROUGH 69, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-0-040-070

**COOPERATIVE AGREEMENT**

Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley – Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223

Tract No. 32185-5

Page 1 of 3

EXHIBIT A

PARCEL E

PARCEL 3 OF PARCEL MAP NO. 18975, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 119, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-2, AS SHOWN BY MAP ON FILE IN BOOK 449, PAGES 65 THROUGH 69, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-066

PARCEL F:

PARCEL 1 OF PARCEL MAP NO. 14824, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112, PAGE 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-1, AS SHOWN BY MAP ON FILE IN BOOK 442, PAGES 1 THROUGH 6, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-065-1 (NEW APN: 480-040-074)

PARCEL G:

PARCEL 2 OF PARCEL MAP NO. 14824, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112, PAGE 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-1, AS SHOWN BY MAP ON FILE IN BOOK 442, PAGES 1 THROUGH 6, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-047-5

PARCEL H:

PARCEL 3, TOGETHER WITH LOT D, OF PARCEL MAP NO. 14824, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 112, PAGE 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COOPERATIVE AGREEMENT

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley - Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley - Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223

Tract No. 32185-5

Page 2 of 3

EXHIBIT A

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-1, AS SHOWN BY MAP BY FILE IN BOOK 442, PAGES 1 THROUGH 6, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-0049-7

PARCEL I:

PARCEL 2 OF PARCEL MAP NO. 18975, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 119, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-1, AS SHOWN BY MAP ON FILE IN BOOK 442, PAGES 1 THROUGH 6, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-2, AS SHOWN BY MAP ON FILE IN BOOK 449, PAGES 65 THROUGH 69, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-072

PARCEL J:

PARCEL 4 OF PARCEL MAP NO. 18988, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 117, PAGES 83 AND 84 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN TRACT MAP NO. 32185-2, AS SHOWN BY MAP ON FILE IN BOOK 449, PAGES 65 THROUGH 69, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 480-040-006-8 (NEW APN: 480-040-068)

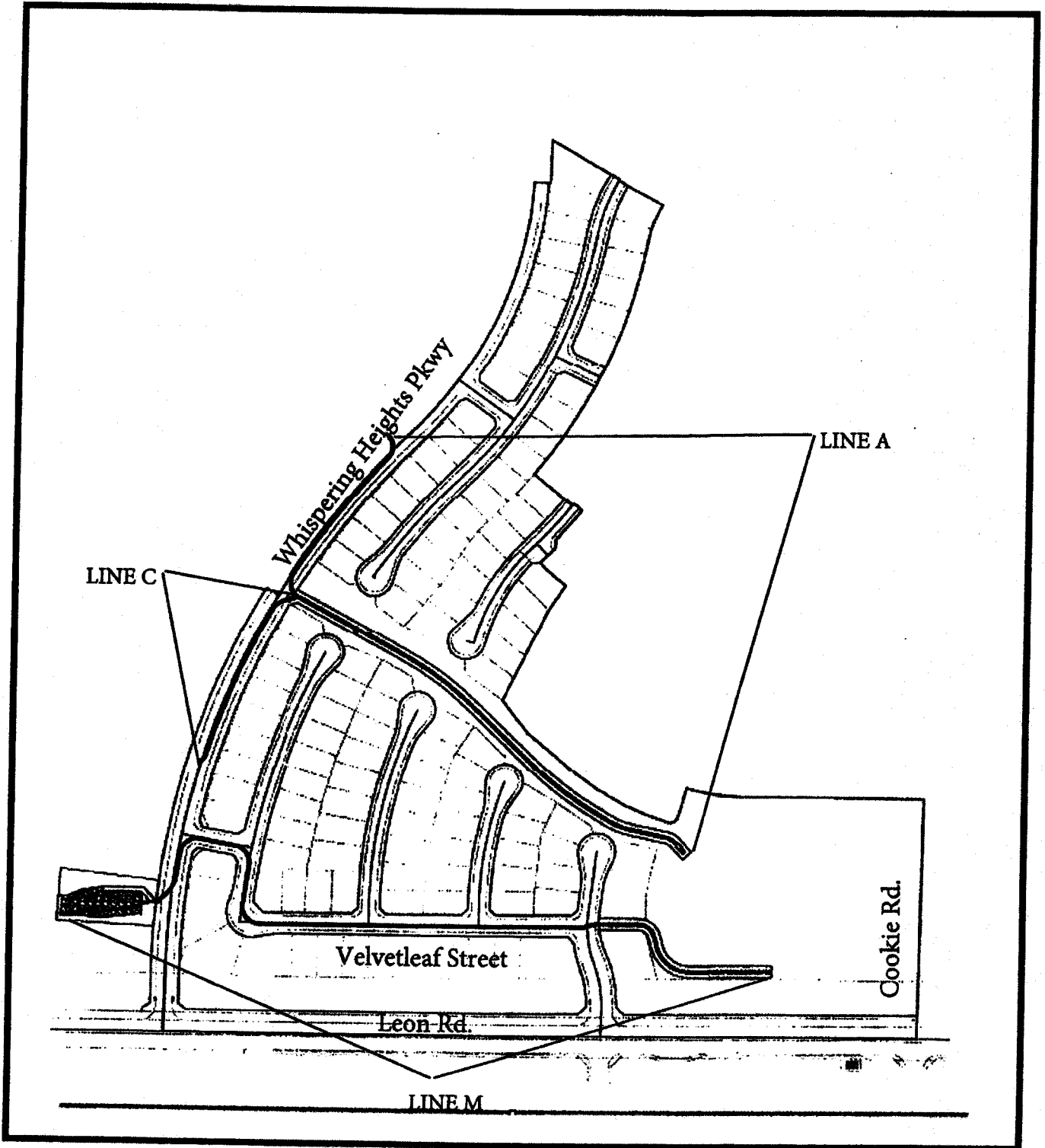
COOPERATIVE AGREEMENT

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1  
Warm Springs Valley - Whisper Heights Way Storm Drain, Stage 1  
Warm Springs Valley - Whisper Heights Way Lateral, Stage 1  
Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223

Tract No. 32185-5

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**Exhibit B**



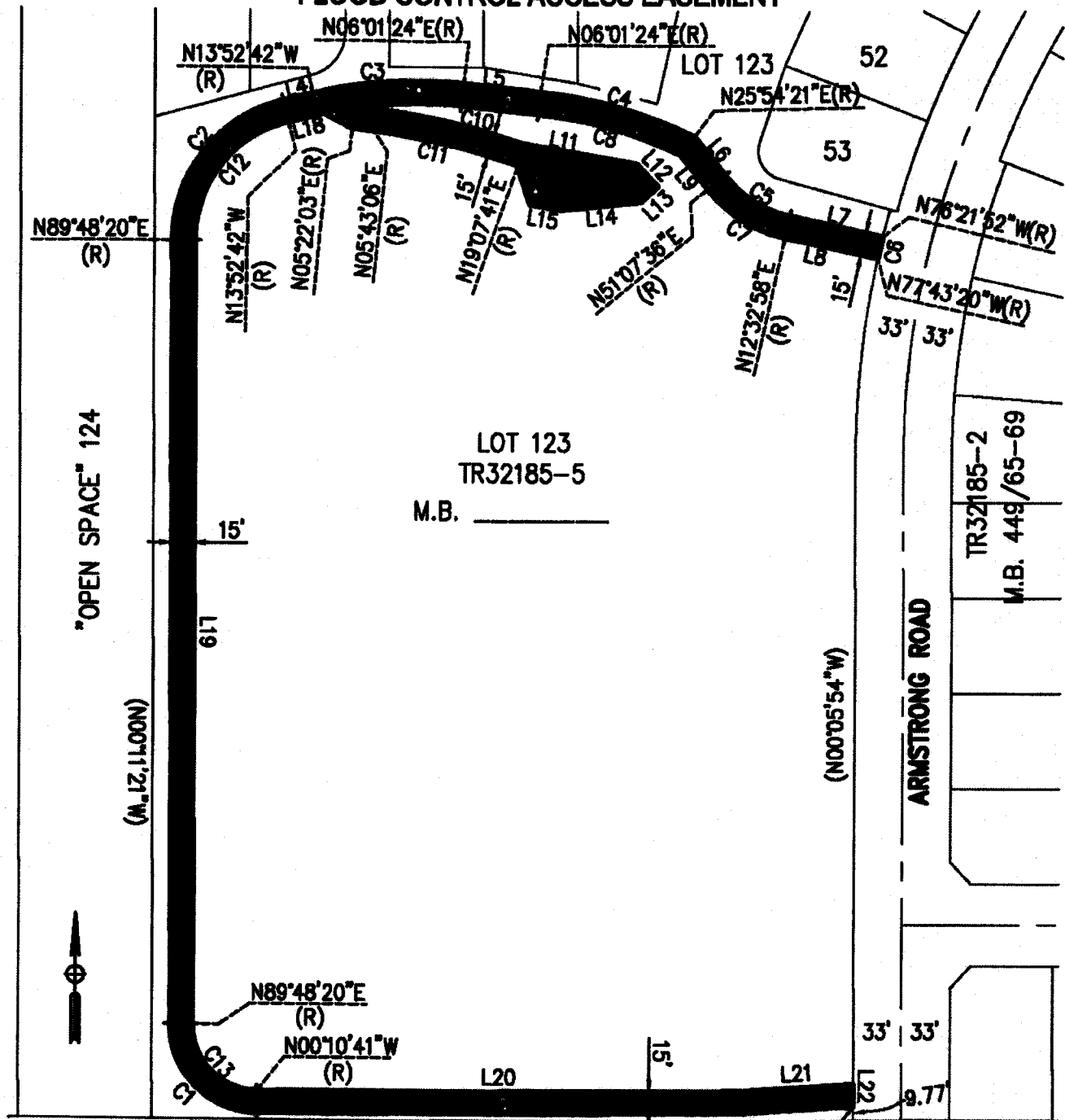
**COOPERATIVE AGREEMENT**

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1 Warm  
Springs Valley - whisper Heights Way Storm Drain, Stage 1 Warm Springs  
Valley - Whisper Heights Way Lateral, Stage 1 Project Nos. 7-0-00221,  
7-0-00222 and 7-0-00223

TR 32185-5  
Project No. 7-0-00221,  
7-0-00222 and 7-0-00223 Page  
2 of 3

# EXHIBIT C

## FLOOD CONTROL ACCESS EASEMENT



"OPEN SPACE" 124

(M. 12, 11, 00N)

LOT 123  
TR32185-5  
M.B. \_\_\_\_\_

ARMSTRONG ROAD

TR32185-2  
M.B. 449/65-69



**COOPERATIVE AGREEMENT**  
 Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1  
 Warm Springs Valley - Whisper Heights Way Storm Drain, Stage 1  
 Warm Springs Valley - Whisper Heights Way Lateral, Stage 1  
 Project Nos. 7-0-00221, 7-0-00222 and 7-0-00223  
 Tract No. 32185-5

**RIVERSIDE FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
**FLOOD CONTROL ACCESS EASEMENT**  
 DATE: 01-30-18 | Page 1 of 1