

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



ITEM
11.4
(ID # 6952)

MEETING DATE:
Tuesday, May 22, 2018

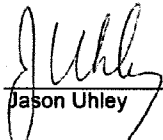
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Maintenance Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Beaumont and Pardee Homes for Highland Springs Channel, Project No. 5-0-00180 (Tract No. 31470), Encroachment Permit 3469, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Maintenance Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Beaumont (City) and Pardee Homes (Developer);
2. Authorize the Chairman to execute the Cooperative Maintenance Agreement on behalf of the District; and
3. Direct the Clerk of the Board to return five (5) copies of the executed Cooperative Maintenance Agreement to the District.

ACTION: Policy

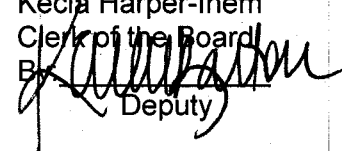

Jason Uhley

5/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

Deputy

**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

Pursuant to its authority under the District's Ordinance No. 19, the District issued Encroachment Permit No. 3469 for the Developer to replace a portion of existing flood control channel with a culvert to allow access to Tract No. 31470. This Cooperative Maintenance Agreement sets forth the terms and conditions by which the new flood control facilities will be now operated and maintained. The Cooperative Maintenance Agreement is necessary to formalize (i) the transfer of necessary rights of way, and (ii) the operation and maintenance roles of the referenced flood control facilities.

The City will assume ownership and responsibility for the operation and maintenance of (i) the culvert, (ii) the project's associated inlets, outlets, underground storm drain laterals that are 36 inches or less in diameter, a certain 4' wide by 2.5' high underground reinforced concrete box, curb and gutter, and guardrail located within public or privately held easements or rights of way, (iii) certain street improvements, and (iv) portions of two maintenance access road driveways that will be located within City-held easements or rights of way. The Developer will assume ownership and responsibility for the operation and maintenance of (i) certain surface features, and (ii) portions of two maintenance access road driveways, both of which will be located within privately held easements or rights of way. The District will assume responsibility for the removal of sediment and debris from the culvert.

County Counsel has approved the Cooperative Maintenance Agreement as to legal form. Both the Developer and the City have executed the Cooperative Maintenance Agreement.

Impact on Residents and Businesses

Upon construction completion, the project will provide surface improvements and ingress and egress to Tract No. 31470 from Highland Springs Avenue while continuing to deliver flood protection and drainage improvement to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

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

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the City-maintained flood control facilities will accrue to the City. Future costs related to the removal of sediment and debris from the culvert will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Maintenance Agreement

RKM:blm
P8/220644



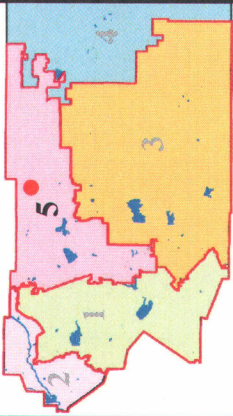
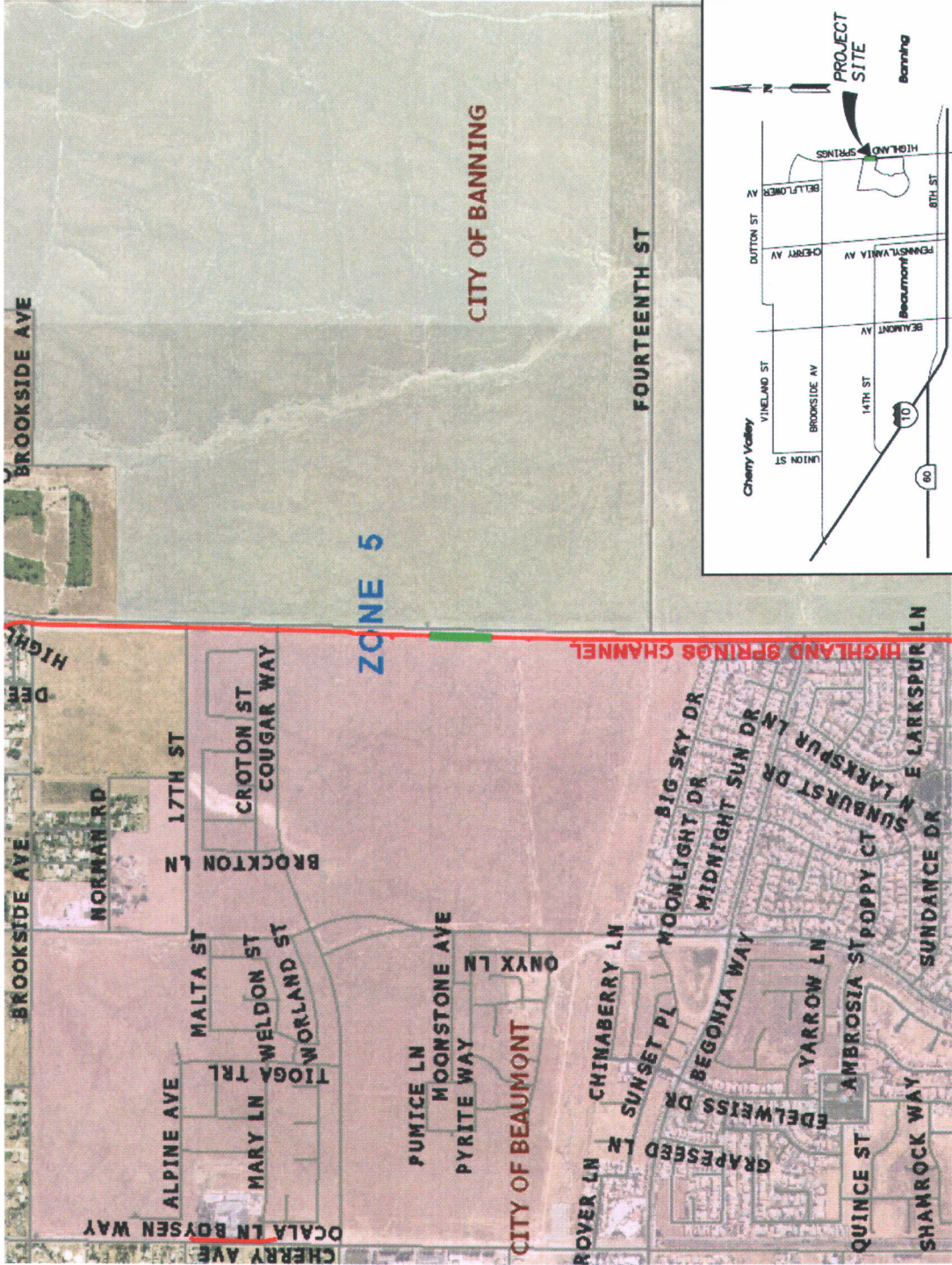
Jason Farin, Senior Management Analyst

5/14/2018



Gregory Y. Priamos, Director County Counsel

5/9/2018



Supervisor Districts

LEGEND:

- █ Project Vicinity
- █ Existing District Facilities
- Supervisorial District

DESCRIPTION:

Highland Springs Channel
 Project No. 5-0-00180
 Tract No. 31470
 Encroachment Permit No. 3469



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COOPERATIVE MAINTENANCE AGREEMENT
Highland Springs Channel
Project No. 5-0-00180
Tract No. 31470
Encroachment Permit No. 3469

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Beaumont, a municipal corporation ("CITY"), and Pardee Homes, a California corporation ("DEVELOPER"), hereby enter into this Cooperative Maintenance Agreement ("Agreement") and agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains the Highland Springs Channel (Project No. 5-0-00180), hereinafter called "CHANNEL", located adjacent to Highland Springs Avenue in the city of Beaumont. CHANNEL was constructed for the purpose of providing flood protection and drainage improvements to the area; and

B. DEVELOPER is the owner of Tract No. 31470, located in the city of Beaumont; and

C. The legal description of Tract No. 31470 is provided in Exhibit "A" attached hereto and made a part hereof; and

D. Pursuant to Encroachment Permit No. 3469, DEVELOPER constructed or caused to be constructed the conversion of certain portions of DISTRICT's existing concrete trapezoidal CHANNEL to underground storm drain facilities by (i) removing approximately 488 lineal feet of CHANNEL, as shown on District Drawing No. 5-0138, which is incorporated herein by this reference, and (ii) constructing approximately 325 lineal feet of 10' wide by 4' high underground reinforced concrete box and approximately 163 lineal feet of associated transition structures, altogether hereinafter called "CITY CULVERT", as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof; and

MAY 22 2018 11:4

1 E. Associated with the construction of CITY CULVERT, DEVELOPER
2 constructed or caused to be constructed:

3 i. Certain inlets, outlets, underground storm drain laterals that are 36
4 inches or less in diameter, a certain 4 feet wide by 2.5 feet high
5 underground reinforced concrete box, curb and gutter, and guardrail
6 located within public or privately-held easements or rights of way
7 ("APPURTENANCES"); and

8 ii. Certain street improvements that are to be constructed within CITY-
9 held or public easements or rights of way ("CITY STREET"), as
10 shown in concept in purple on Exhibit "B"; and

11 iii. Certain surface features ("CITY FEATURES") to provide sidewalks,
12 curb, and gutter that are to be constructed within CITY-held or public
13 easements or rights of way, as shown in concept in brown on Exhibit
14 "B"; and

15 iv. Portions of two maintenance access road driveways that are to be
16 located within CITY held easements or rights of way, hereinafter
17 called "CITY DRIVEWAYS", as shown in concept in green on
18 Exhibit "B"; and

19 F. Together, CITY CULVERT, APPURTENANCES, CITY STREET, CITY
20 FEATURES, and CITY DRIVEWAYS are hereinafter called "CITY FACILITIES"; and

21 G. Also associated with the construction of CITY CULVERT, DEVELOPER
22 constructed or caused to be constructed:

23 i. Certain surface features ("DEVELOPER FEATURES") to provide
24 sidewalks and landscaping for Tract No. 31470. DEVELOPER

1 FEATURES are located within privately held easements or rights of
2 way; and

3 ii. Also associated with the construction of CITY CULVERT,
4 DEVELOPER constructed or caused to be constructed portions of
5 two maintenance access roads ("DEVELOPER DRIVEWAYS"), as
6 shown in concept in red on Exhibit "B", that are located within
7 privately-held easements or rights of way; and

8 iii. Together, DEVELOPER FEATURES, and DEVELOPER
9 DRIVEWAYS are hereinafter called "DEVELOPER FACILITIES";
10 and

11 iv. DEVELOPER FACILITIES are to be initially owned and maintained
12 by DEVELOPER and, subsequently, owned and maintained by the
13 Home Owners' Association for Tract No. 31470; and

14 H. Altogether, CITY FACILITIES and DEVELOPER FACILITIES are
15 hereinafter called "PROJECT"; and

16 I. In order to facilitate operation and maintenance of PROJECT,
17 DEVELOPER is willing to acquire from DISTRICT in fee a certain portion of DISTRICT's
18 existing CHANNEL right of way and subsequently convey an easement to CITY for
19 incorporation into the public right of way. Said parcel, hereinafter called "TRANSFER
20 PARCEL", is shown in concept in orange on Exhibit "C" attached hereto and made part hereof;
21 and

22 J. In order to proceed with its development plans, DEVELOPER is willing to
23 pay DISTRICT the fair market value, based on an independent appraisal performed by a qualified

1 real estate appraiser approved by DISTRICT, to acquire TRANSFER PARCEL from DISTRICT;
2 and

3 K. Concurrently with the execution of this Agreement, DEVELOPER and
4 DISTRICT anticipate entering into a separate agreement entitled "Agreement of Purchase and
5 Sale" ("ACQUISITION AGREEMENT") to address the terms of the transfer of fee title to
6 DEVELOPER; and

7 L. DISTRICT is willing to (i) transfer ownership of TRANSFER PARCEL to
8 DEVELOPER in accordance with ACQUISITION AGREEMENT and (ii) accept responsibility
9 for the removal of sediment and debris from CITY CULVERT; and

10 M. CITY is willing to accept ownership and responsibility for the operation and
11 maintenance of CITY FACILITIES as provided herein, provided PROJECT is constructed in
12 accordance with plans and specifications approved by DISTRICT and CITY.

13 NOW, THEREFORE, the forgoing recitals being incorporated herein by
14 reference, the parties hereto mutually agree as follows:

15 SECTION I

16 DEVELOPER shall:

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

23 2. Upon request, furnish DISTRICT and CITY with copies of all licenses,
24 permits, approvals or agreements required by any federal, state or local resource and/or
25 regulatory agency for the operation and maintenance of PROJECT. Such documents include but

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

4 3. Furnish CITY and DISTRICT with final mylar IMPROVEMENT PLANS
5 and assign their ownership to CITY.

6 4. Not permit any change to or modification of DISTRICT and CITY approved
7 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and
8 CITY.

9 5. Convey, or cause to be conveyed to DISTRICT the easement(s), including
10 ingress and egress, in a form approved by DISTRICT, to the rights of way deemed necessary by
11 DISTRICT for the operation and maintenance of CHANNEL and for the removal of sediment
12 and debris from CITY CULVERT, as shown in concept in pink on Exhibit "D" attached hereto
13 and made a part hereof.

14 6. Convey, or cause to be conveyed to CITY the easement(s), including ingress
15 and egress, in a form approved by CITY, to the rights of way deemed necessary by CITY for the
16 operation and maintenance of CITY FACILITIES, as shown in concept in yellow on Exhibit "D"
17 attached hereto and made a part hereof.

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

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

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SECTION II

DISTRICT shall:

1. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.
2. Transfer ownership of TRANSFER PARCEL to DEVELOPER in accordance with ACQUISITION AGREEMENT and reserve the necessary rights within the transfer of fee title to the Developer to operate and maintain CHANNEL and to remove sediment and debris from CITY CULVERT.
3. Keep an accurate accounting of all DISTRICT costs associated with the review of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
4. Assume sole responsibility for the removal of sediment and debris from CITY CULVERT upon (i) CITY acceptance of PROJECT construction as being complete, and (ii) CITY acceptance of CITY FACILITIES for ownership, operation, and maintenance.

SECTION III

CITY shall:

1. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES, as determined by CITY in its sole discretion.
2. Keep an accurate accounting of all CITY costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.

SECTION IV

It is further mutually agreed:

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

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

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

25 DEVELOPER's indemnification obligations shall be satisfied when
26 DEVELOPER has provided to DISTRICT, the County of Riverside and CITY the appropriate

1 form of dismissal (or similar document) relieving DISTRICT, the County of Riverside or CITY
2 from any liability for the claim, proceeding or action involved.

3 The specified insurance limits required in this Agreement shall in no way
4 limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT,
5 County of Riverside and CITY from third party claims.

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

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

22 3. CITY and DISTRICT agree to indemnify each other as follows:

23 A. CITY shall indemnify, defend, save and hold harmless DISTRICT
24 and County of Riverside (including its agencies, districts, special
25 districts and departments, their respective directors, officers, Board
26 of Supervisors, elected and appointed officials, employees, agents,
27 representatives, independent contractors and subcontractors) from

1 any liabilities, claim, damage, proceeding or action, present or future,
2 based upon, arising out of or in any way relating to CITY's (including
3 its officers, employees, agents, representatives, independent
4 contractors and subcontractors) actual or alleged acts or omissions
5 related to this Agreement, performance under this Agreement or
6 failure to comply with the requirements of this Agreement including,
7 but not limited to (a) property damage, (b) bodily injury or death, (c)
8 payment of reasonable attorney's fees or (d) any other element of any
9 kind or nature whatsoever.

10 B. DISTRICT shall indemnify, defend, save and hold harmless CITY
11 (including its departments, their respective directors, officers, City
12 Council, elected and appointed officials, employees, agents,
13 representatives, independent contractors and subcontractors) from
14 any liabilities, claim, damage, proceeding or action, present or future,
15 based upon, arising out of or in any way relating to DISTRICT's
16 (including its officers, employees, agents, representatives,
17 independent contractors and subcontractors) negligent acts or
18 omissions related to this Agreement, performance under this
19 Agreement or failure to comply with the requirements of this
20 Agreement including, but not limited to (a) property damage, (b)
21 bodily injury or death, (c) payment of reasonable attorney's fees or
22 (d) any other element of any kind or nature whatsoever.

23 C. This indemnification provision shall survive termination or expiration
24 of this Agreement until such a time as the statute of limitations shall
25 run for any claims that may arise out of this Agreement.

26 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of
27 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other

1 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
2 require exact, full and complete compliance with any terms of this Agreement shall not be
3 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
4 enforcement hereof.

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

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

CITY OF BEAUMONT
550 E. Sixth Street
Beaumont, CA 92223-0158
Attn: Director of Public Works

PARDEE HOMES
1250 Corona Pointe Court, Suite 600
Corona, CA 92879
Attn: Michael Taylor
Division President

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

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

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

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

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

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

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

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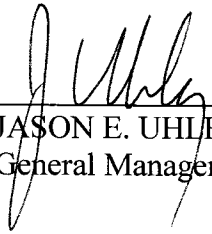
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

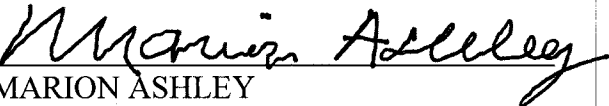
MAY 22 2018

(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

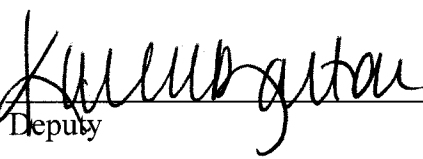
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NAZIK N. MASAN
Deputy County Counsel

By 
Deputy


(SEAL)

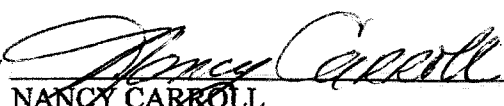
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Cooperative Maintenance Agreement
Highland Springs Channel
Project No. 5-0-00180
Tract No. 31470
Encroachment Permit No. 3469
02/26/18
RKM:blm

RECOMMENDED FOR APPROVAL:

CITY OF BEAUMONT

By 
AMER JAKHER
Director of Public Works

By 
NANCY CARROLL
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
JOHN O. PINKNEY
City Attorney

By 
ANDREANNA PFEIFFER
City Clerk

(SEAL)

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Cooperative Maintenance Agreement
 Highland Springs Channel
 Project No. 5-0-00180
 Tract No. 31470
 Encroachment Permit No. 3469
 02/26/18
 RKM:blm

PARDEE HOMES
a California corporation

By 
MICHAEL TAYLOR
Division President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

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Cooperative Maintenance Agreement
 Highland Springs Channel
 Project No. 5-0-00180
 Tract No. 31470
 Encroachment Permit No. 3469
 02/26/18
 RKM: blm

CALIFORNIA 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)
) ss.
County of Riverside)

On March 5, 2018, before me, Sonal Shah, Notary Public, personally appeared Michael Taylor

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.



(Seal)

Sonal Shah
Signature of Notary Public

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Beaumont, County of Riverside, State of California, described as follows:

PARCEL ONE: (APN: 408-090-015-3, 408-090-017-5, 408-090-018-6, 408-090-019-7)

LOTS 3, 5 THROUGH 7, INCLUSIVE AND LETTERED LOTS D AND E, OF TRACT 35574, AS SHOWN BY MAP ON FILE IN BOOK 427, PAGES 65 THROUGH 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO: (APN: 408-090-037-3)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. 14-LLA-001, AS EVIDENCED BY DOCUMENT RECORDED JUNE 27, 2014 AS INSTRUMENT NO. 2014-0238627 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 4 OF TRACT NO. 35574, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FIELD IN BOOK 427, PAGES 65 THROUGH 70, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, LYING WITHIN SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 01°09'10" EAST 220.54 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 947.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY 312.11 FEET THROUGH A CENTRAL ANGLE OF 18°53'01" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1053.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 69°57'49" EAST;

THENCE ALONG SAID CURVE NORTHWESTERLY 786.32 FEET THROUGH A CENTRAL ANGLE OF 42°47'06";

THENCE TANGENT FROM SAID CURVE, NORTH 22°44'55" WEST 14.23 FEET;

THENCE NORTH 17°42'26" EAST 30.22 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4;

THENCE ALONG SAID NORTHERLY LINE OF LOT 4, NORTH 66°16'52" EAST 270.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1706.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY 714.24 FEET THROUGH A CENTRAL ANGLE OF 23°59'16";

THENCE TANGENT FROM SAID CURVE NORTH 89°43'52" EAST 142.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

Project No. 5-0-00180

TR 31470

Encroachment Permit No. 3469

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Exhibit A

THENCE ALONG THE EAST LINE OF SAID LOT 4, SOUTH 00°16'08" WEST 1170.51 FEET;

THENCE SOUTH 21°53'34" EAST 35.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 303.50 FEET;

THENCE ALONG SAID CURVE SOUTHWESTERLY 486.80 FEET THROUGH A CENTRAL ANGLE OF
91°53'58" TO THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE ALONG THE SOUTH LINE OF SAID LOT 4, NORTH 88°50'50" WEST 975.15 FEET TO
THE POINT OF BEGINNING.

COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

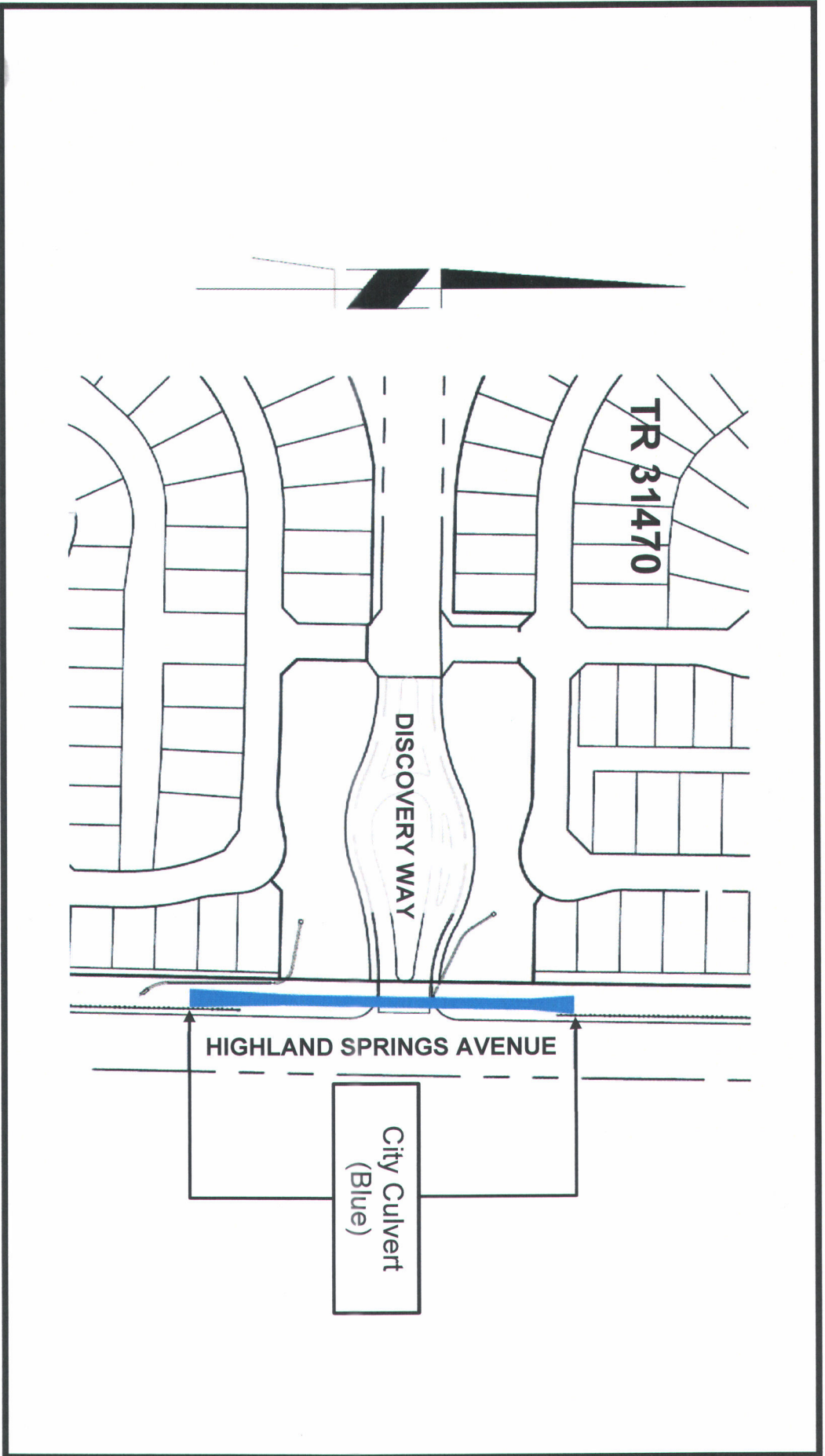
Project No. 5-0-00180

TR 31470

Encroachment Permit No. 3469

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Exhibit B



COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

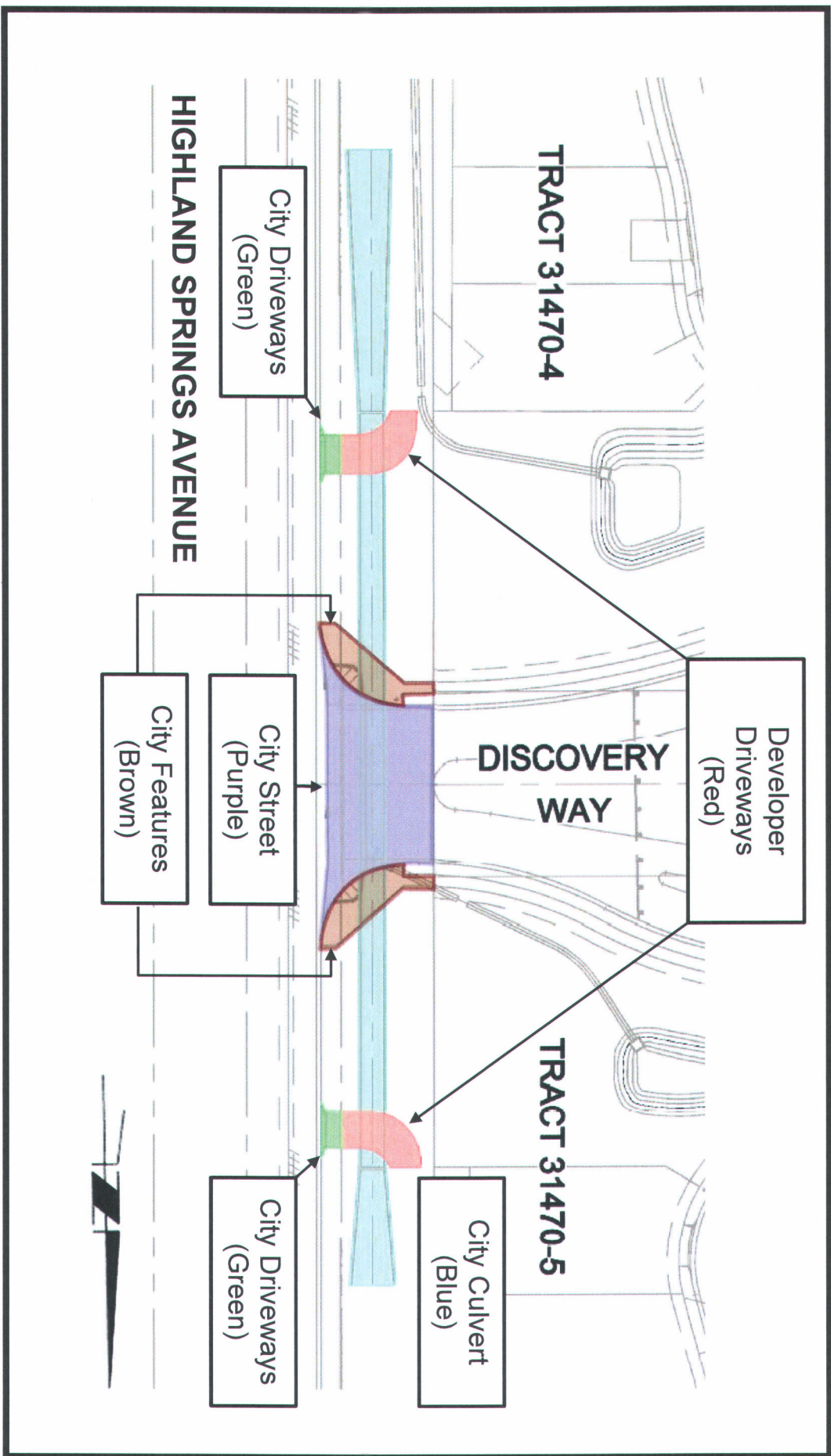
Project No. 5-0-00180

TR 31470

Encroachment Permit No. 3469

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Exhibit B



COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

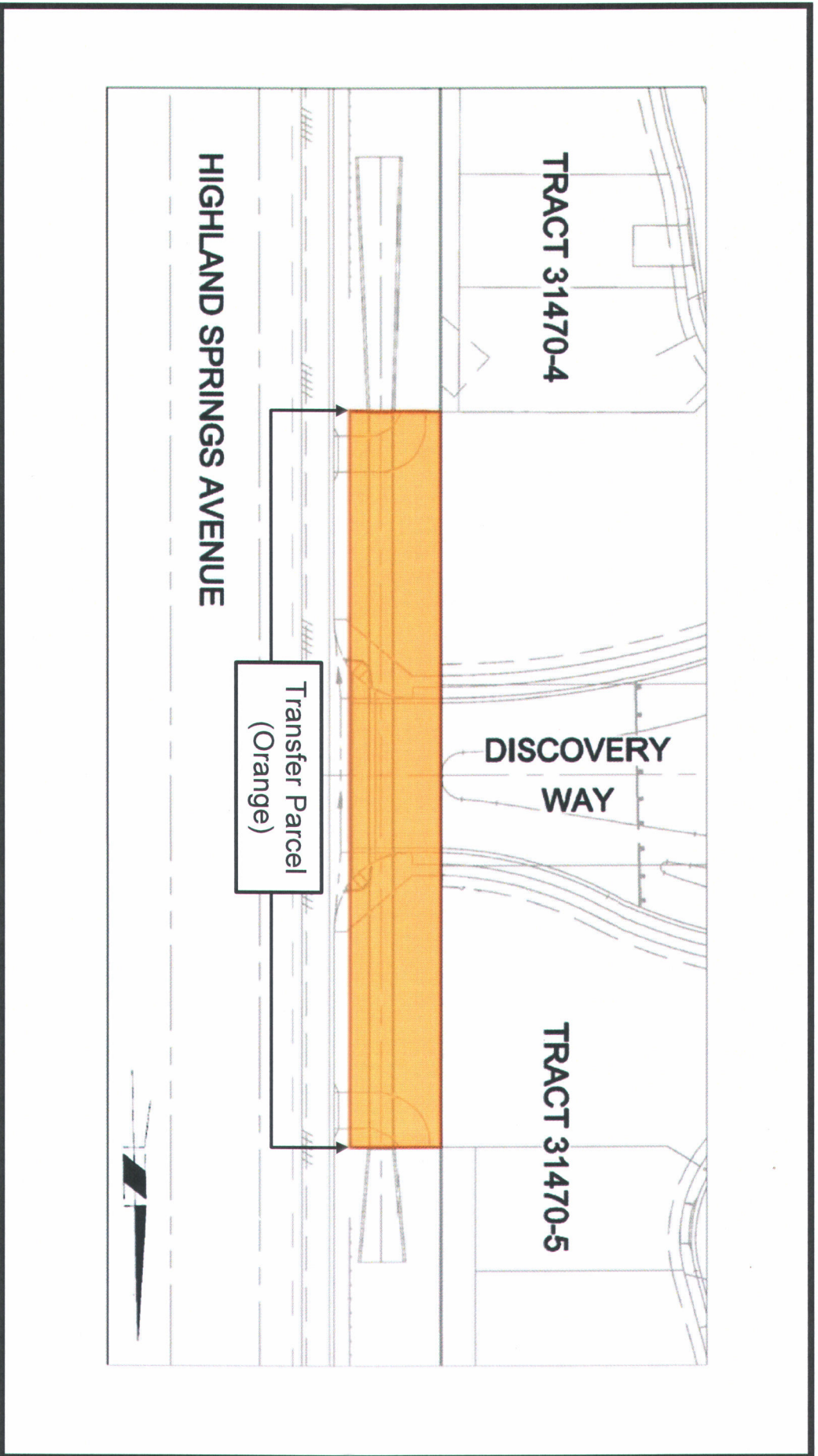
Project No. 5-0-00180

TR 31470

Encroachment Permit No. 3469

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Exhibit C



COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

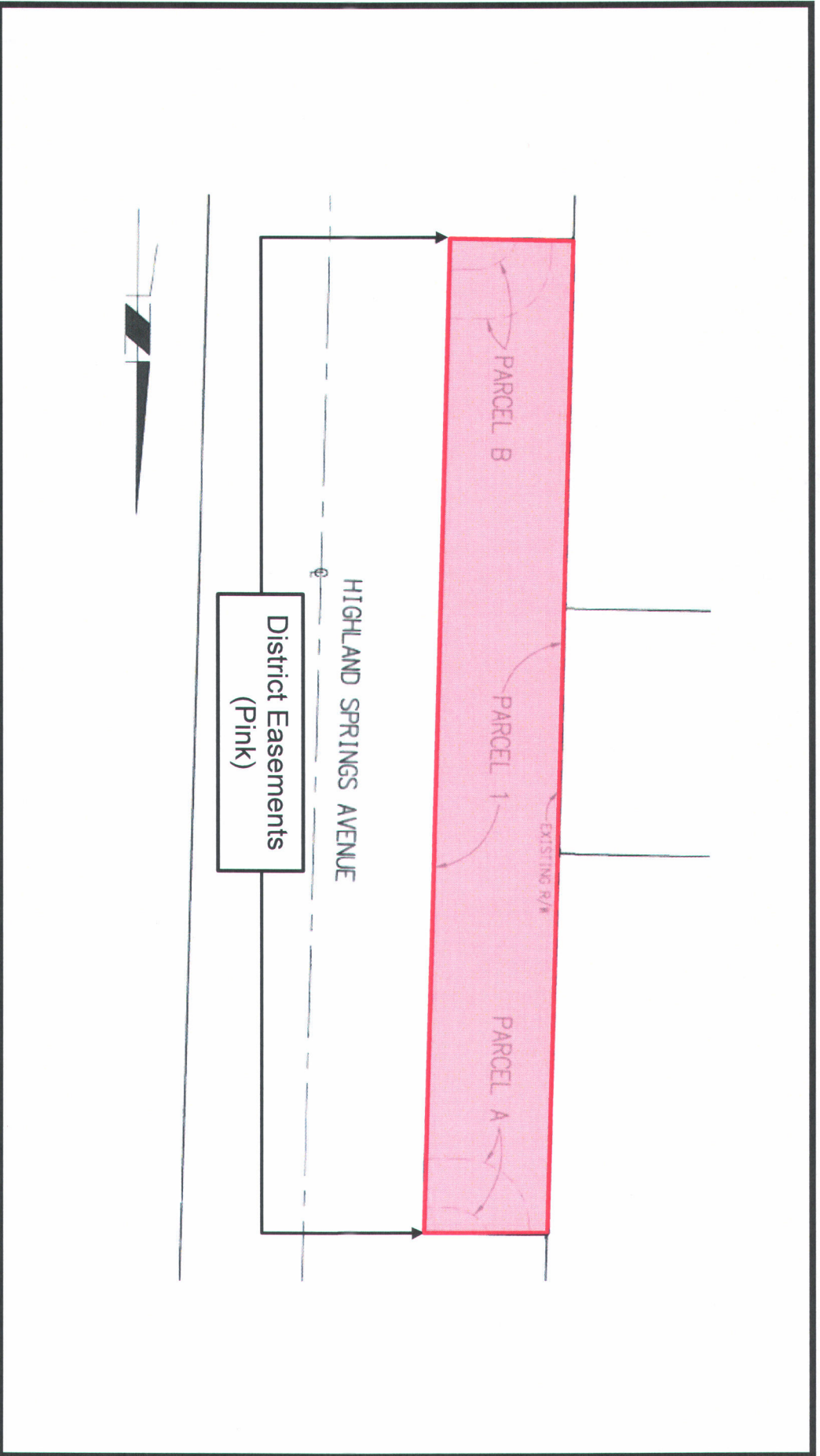
Project No. 5-0-00180

TR 31470

Encroachment Permit No. 3469

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Exhibit D



COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

Project No. 5-0-00180

TR 31470

Encroachment Permit No. 3469

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Exhibit D



COOPERATIVE MAINTENANCE AGREEMENT

Highland Springs Channel

Project No. 5-0-00180

TR 31470

Enerochment Permit No. 3469

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905 B



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

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
November 23, 2004

SUBJECT: Ordinance No. 19 Relating to Encroachment Permit Fees

RECOMMENDED MOTION:

At the conclusion of the public hearing, the Board of Supervisors adopt Ordinance No.19 .

BACKGROUND:

Implementation of Ordinance No.19 would result in fees paid for services rendered. The recommended fee schedule would require that fees be deposited in individual accounts upon submission of a permit application and expenses tracked specifically for each application.

FINANCIAL:


N/A

FORM APPROVED
COUNTY COUNSEL

OCT 07 2004

ZS:ac

BY 
ASSISTANT COUNTY COUNSEL



WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA

Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

REVISED
12-03-04

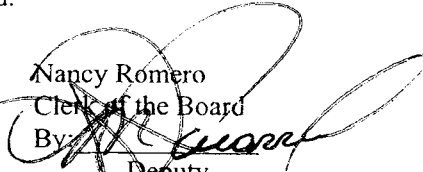
County Executive Office Signature



MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Venable and Ashley
Noes: None
Absent: Wilson
Date: November 23, 2004
xc: Flood, Co.Co., LMC, COB(2)

Nancy Romero
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11.2

- Dept Recomm.: Policy
- Per Exec. Ofc.: Policy
- Consent
- Consent

Departmental Concurrence

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ORDINANCE NO. 19

**AN ORDINANCE OF THE RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
RELATING TO ENCROACHMENT PERMITS**

The Board of Supervisors of the Riverside County Flood Control and Water Conservation District (District), State of California, does ordain as follows:

Section 1. GENERAL. Subject to the control of the Board of Supervisors, there is hereby delegated to the General Manager-Chief Engineer the administration of the use of District facilities, right of way and/or easements for excavation, connections and other types of encroachments, and the issuance, modification and revocation of permits for such uses, along with the establishment of a Deposit Based Fee (DBF) schedule for District Services.

Section 2. ENCROACHMENTS AND EXCAVATIONS. No person, including firms, corporations, public districts, public agencies or political subdivisions, shall make any excavation in, or construct, install or maintain any improvement, structure, utility or encroachment in, on, over or under any District facility, right of way or easement thereof, without first obtaining from the District General Manager-Chief Engineer a permit therefor, or maintain the same without such permit or in violation of the terms or conditions thereof. Such a permit shall be issued by the District General Manager-Chief Engineer only upon written application therefor, and payment of the required fee or fees. Such permit shall be issued only if the applicant is a public utility holding a current franchise from the County of Riverside, or a public district, public utility or public service agency having lawful authority for the purpose specified, or a developer whose development has been approved by the Flood Control District, County of Riverside, or City with jurisdiction, or the owner of an easement for such purpose within the District's right of way and/or easement, or if the General Manager-Chief Engineer is satisfied that the use proposed is in the public interest and that there will be no substantial injury to District facilities or impairment of its use as the result thereof, and that the use is reasonably necessary for the performance of the functions of the applicant. Every such permit shall be revocable and the uses and installations thereunder shall be subordinate to any prior right of the District to use the right of way and/or easement for public drainage purposes. Every such permit shall be subject to such conditions as the District General Manager-Chief Engineer determines are necessary to assure the safety of the public and the restoration of the right of way and/or easement. If any permittee shall fail to refill any excavation or to restore the District's right of way or easement to its same condition as prior to the permitted work, the District General Manager-Chief Engineer shall have the right to perform said work and collect in the name of the District the cost thereof.

Section 3. FEES. The filing fee for each of the permits subject to this Ordinance shall be \$500, with the exception of a permit for access to adjacent properties which shall be \$250. This fee, which is for the preparation of the permit and includes research and plan check, is nonrefundable and will be deducted from the initial Deposit. District shall draw against the remaining deposited funds for inspection and related services performed. If the initial deposit

1 should be depleted, the 2nd deposit shall be made prior to continuing work under the subject
2 permit.

3 **Section 4. DEPOSITS.** The Initial Deposit for Filing required by this Ordinance shall
4 be paid at the time the application is filed. Additional Deposits (if required) shall be paid prior to
5 continuing to work under the subject permit. Said deposits for permits shall be as follows:

<u>Type of Permit</u>	<u>Initial Deposit for Filing</u>	<u>Additional Deposit</u>
801 – Storm Drain Connections	\$2000	\$1000
802 – Access to Adjacent Properties	\$750	\$500
803 – Utility Crossing – Underground	\$2000	\$1000
804 – Utility Crossing – Aerial	\$2000	\$1000
805 – Parallel Utility – Underground	\$2000	\$1000
806 – Parallel Utility – Aerial	\$2000	\$1000
807 – Major Construction	\$3000*	\$1000*
808 – Surplus Material Removal	\$2000	\$1000
809 – Miscellaneous Encroachment	\$2000	\$1000
810 – Government	\$2000	\$1000

13 * Major Construction Encroachment Permits may be required to deposit a greater amount if it is
14 determined by the General Manager-Chief Engineer that the project is large enough and that the
15 standard \$3000 deposit will not be sufficient to complete the review of the project, compliance
16 with CEQA, issuance of the encroachment permit and inspection of work to be performed under
17 said encroachment permit.

18 **Section 5. PENALTIES.** Work commencing prior to obtaining permit authorization will
19 pay a \$1000 penalty (non-refundable) in addition to other fees which will be required as
20 stipulated herein. (No public entity applicant shall be liable for payment of the penalties set forth
21 herein.)

22 **Section 6. UNUSED FUNDS.** Once a project is finished and the final inspection is
23 completed, a Notice of Completion will be prepared and all unused funds in the applicant's
24 account will be refunded within 60 days.
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Section 7. DATE OF EFFECT. This Ordinance shall take effect thirty (30) days after the date of its adoption.

Adopted and approved this 23rd day of November 2004.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: *James A. Venable*
JAMES A. VENABLE, Chairman
Board of Supervisors
Riverside County Flood Control
and Water Conservation District

ATTEST:

Nancy Romero
Clerk to the Board

By: *Nancy Romero*
Deputy

(SEAL)

FORM APPROVED
COUNTY COUNSEL

DEC 01 2004

BY: *[Signature]*
ASSISTANT COUNTY COUNSEL

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE) ss.

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said county held on November 23, 2004, the foregoing ordinance consisting of 7 Sections was adopted by the following vote:

AYES: Buster, Tavaglione, Venable, and Ashley

NOES: None

ABSENT: Wilson

DATE: November 23, 2004

NANCY ROMERO
Clerk of the Board

BY: *Amy Alden*
Deputy

Seal