

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



ITEM
3.64
(ID # 7424)

MEETING DATE:

Tuesday, July 31, 2018

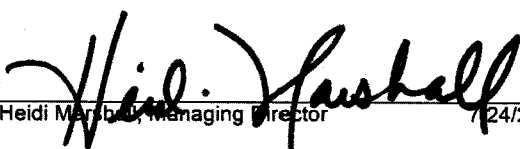
FROM : TLMA-TRANSPORTATION AND Economic Development Agency :

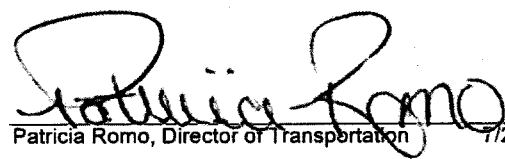
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION and ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of the Cooperative Agreement between the County of Riverside on behalf of its Transportation Department, Riverside County Flood Control and Water Conservation District, the County of Riverside on behalf of its County Services Area 152, Valley-Wide Recreation and Park District, Western Pacific Housing, Inc. dba D.R. Horton America's Builder, and Strata Mountain Gate LLC for Salt Creek - Mountaingate Street Storm Drain, Stages 2 and 3, Salt Creek - Emperor Road Storm Drain, Stage 1, Project Nos. 4-0-00156 and 4-0-00187 (Tract No. 36430-1), District 3. [\$0] (Companion Item to MT Item 7595)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Cooperative Agreement between the County of Riverside (County) on behalf of its Transportation Department (Transportation Department), the Riverside Flood Control and Water Conservation District (District), the County of Riverside on behalf of its County Services Area 152 (CSA 152), Valley-Wide Recreation and Park District (Valley-Wide), Western Pacific Housing, Inc. dba D.R. Horton America's Builder (Developer) and Strata Mountain Gate LLC (Strata).

ACTION: Policy

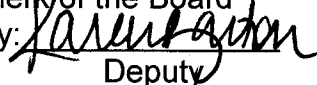

Heidi Marshall, Managing Director 7/24/2018


Patricia Romo, Director of Transportation 7/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: TLMA-Transp., EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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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%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 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. 36430-1, are to be constructed by Developer and inspected, operated and maintained by the Riverside County Flood Control and Water Conservation District (District), County Transportation Department (Transportation Department), Valley-Wide Recreation and Park District (Valley-Wide), and County Service Area 152 (CSA 152).

Upon completion of construction, the Transportation Department will assume ownership and responsibility for the operation and maintenance of the project's storm drains that are 36 inches or less in diameter, catch basins, inlets, outlets, connector pipes and concrete v-ditch that are located within County road right of way.

The 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, trapezoidal channel and outlet structures with concrete wingwalls for the mainline storm drain systems. The District will also assume responsibility for the interim operation and maintenance of a certain detention basin and its associated appurtenances, which are to be located in a proposed future park site owned by Strata.

CSA 152 will assume operation and maintenance responsibility for a certain water quality basin also located in the proposed future park site. CSA 152 will also assume ownership and responsibility for the operation and maintenance of the water quality basin's associated outlet pipe that is 36 inches or less in diameter that is located within CSA 152 held easements or rights of way. Valley-Wide will assume responsibility for the operation and maintenance of certain surface treatments and landscape features for the water quality basin.

Once the park is constructed and accepted by Valley-Wide, Valley-Wide will assume ownership and responsibility for the operation and maintenance of the detention basin and ownership of the water quality basin.

County Counsel has approved the Cooperative Agreement as to legal form. Valley-Wide, CSA 152, the Developer, and Strata have executed the Cooperative Agreement. A companion item

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appears on the Riverside County Flood Control and Water Conservation District Agenda this same date.

Impact on Residents and Businesses

Construction of these drainage improvements is a requirement for the development of Tract No. 36430-1. The principal beneficiaries are the future residents of the tracts. Ancillary benefits will accrue to citizens who will utilize the tract's roadways and will have use of the future park site.

Additional Fiscal Information

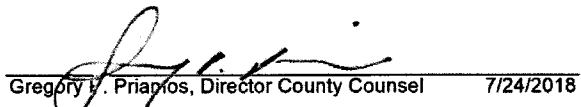
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of District maintained storm drain system will accrue to the District. Future operation and maintenance costs of the Transportation Department maintained storm drain facilities located within the County road right of way will accrue to the Transportation Department.

ATTACHMENTS:

Cooperative Agreement
Vicinity Map



Scott Bruckner 7/25/2018



Gregory V. Priapros, Director County Counsel 7/24/2018

COOPERATIVE AGREEMENT
 Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
 Salt Creek – Emperor Road Storm Drain, Stage 1
 Project Nos. 4-0-00156 and 4-0-00187
 Tract No. 36430-1

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); the County of Riverside, a political subdivision of the State of California ("COUNTY") on behalf of its Transportation Department ("TRANSPORTATION"), and also on behalf of its County Service Area 152 ("CSA 152"); Valley-Wide Recreation and Park District, a political subdivision of the State of California ("VALLEY-WIDE"); Western Pacific Housing, Inc. dba D.R. Horton America's Builder, a Delaware corporation ("DEVELOPER"); and Strata Mountain Gate LLC, a California limited liability company ("STRATA") hereby enter into this Cooperative Agreement ("Agreement") and agree as follows:

RECITALS

A. DEVELOPER is a legal part owner of record of certain real property, including Tract No. 36430-1, located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 36430-1 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 36430-1, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. STRATA is a legal part owner of record of Tract No. 36430-1 subject to this Agreement; and

C. The legal description of Tract No. 36430-1 is provided in Exhibit "A" attached hereto and made a part hereof; and

D. The required flood control facilities and drainage improvements, all as shown on District Drawing No. 4-1125, include construction of:

i) Line B ("MOUNTAINGATE STAGE 2")

Approximately 480 lineal feet of 48-inch reinforced concrete pipe, approximately 75 lineal feet of trapezoidal channel and concrete wingwalls with rip rap outlet structure, as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof; and

ii) Line A ("MOUNTAINGATE STAGE 3")

Approximately 30 lineal feet of 60-inch reinforced concrete pipe and outlet structure with concrete wingwalls, as shown in concept in green on Exhibit "B"; and

iii) Line F ("EMPEROR ROAD STAGE 1")

Approximately 1,500 lineal feet of 54-inch and 48-inch reinforced concrete pipe and outlet structure with concrete wingwalls, as shown in concept in red on Exhibit "B"; and

E. Together, MOUNTAINGATE STAGE 2, MOUNTAINGATE STAGE 3 and EMPEROR ROAD STAGE 1 are hereinafter called "DISTRICT FACILITIES"; and

F. As a condition of approval for Tract No. 36430-1, DEVELOPER must remove certain portions of DISTRICT's existing Salt Creek – Mountaingate Stage 1 facilities constructed with Tract No. 28801-2, as shown on District Drawing No. 4-0778; and

G. Associated with the construction of DISTRICT FACILITIES is the construction of a certain detention basin within a proposed future park site ("PARK BASIN"), as shown in concept in pink on Exhibit "B", including the associated maintenance access road, riprap structures, spillway and detention basin outlet. PARK BASIN is to initially be located within DISTRICT and privately held easements or rights of way and will ultimately be located within public easements or rights of way. PARK BASIN is to be initially owned by STRATA and

maintained by DISTRICT and subsequently owned and maintained by VALLEY-WIDE. STRATA, DISTRICT and VALLEY-WIDE intend to enter into a separate agreement setting forth the ownership and maintenance responsibilities for PARK BASIN; and

H. Together, DISTRICT FACILITIES and PARK BASIN are hereinafter called "STORM DRAIN FACILITIES"; and

I. Associated with the construction of STORM DRAIN FACILITIES is the construction of certain curbs and gutters, a concrete v-ditch, catch basins, inlets, outlets, connector pipes and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within TRANSPORTATION held easements or rights of way ("TRANSPORTATION APPURTENANCES"); and

J. Also associated with the construction of STORM DRAIN FACILITIES is the construction of:

- i) A certain water quality bioretention basin, including the associated 2-foot bench, a certain riprap structure located at the downstream terminus of Line D, inlets, outlets and connector pipes, that is to be located within CSA 152 held easements or rights of way ("BIORETENTION BASIN"). BIORETENTION BASIN is to be initially owned by STRATA and maintained by the CSA 152 and subsequently owned by VALLEY-WIDE and maintained by CSA 152; and
- ii) A certain outlet pipe that is thirty-six inches (36") or less in diameter ("LINE C") that is located within CSA 152 held easements or rights of way ("CSA APPURTENANCES"); and

iii) Together, BIORETENTION BASIN and CSA APPURTENANCES are hereinafter called "CSA FACILITIES"; and

K. Also associated with the construction of STORM DRAIN FACILITIES is the construction of certain surface treatments and landscape features, including irrigation and landscaping for BIORETENTION BASIN, that are to be located within VALLEY-WIDE held easements or rights of way ("VALLEY-WIDE FEATURES"), as shown in concept in light blue on Exhibit "B". VALLEY-WIDE FEATURES are to be initially owned by STRATA and maintained by DEVELOPER and subsequently owned and maintained by VALLEY-WIDE; and

L. Altogether, DISTRICT FACILITIES, PARK BASIN, TRANSPORTATION APPURTENANCES, CSA FACILITIES and VALLEY-WIDE FEATURES are hereinafter called "PROJECT"; and

M. DEVELOPER, STRATA, TRANSPORTATION, CSA 152 and VALLEY-WIDE desire DISTRICT to accept (i) ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and (ii) responsibility for the interim operation and maintenance of PARK BASIN. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of STORM DRAIN FACILITIES; and

N. DEVELOPER, STRATA, DISTRICT, CSA 152, and VALLEY-WIDE desire TRANSPORTATION to accept ownership and responsibility for the operation and maintenance of TRANSPORTATION APPURTENANCES. Therefore, TRANSPORTATION must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of TRANSPORTATION APPURTENANCES; and

O. DEVELOPER, STRATA, DISTRICT, TRANSPORTATION, and VALLEY-WIDE desire CSA 152 to accept (i) responsibility for the operation and maintenance of BIORETENTION BASIN and (ii) ownership and responsibility for the operation and maintenance of CSA APPURTENANCES; and

P. DEVELOPER, STRATA, DISTRICT, TRANSPORTATION, and CSA 152 desire VALLEY-WIDE to accept ultimate ownership and responsibility for the operation and maintenance of VALLEY-WIDE FEATURES. Therefore, VALLEY-WIDE must review and approve DEVELOPER's plans and specifications for BIORETENTION BASIN and subsequently inspect the construction of VALLEY-WIDE FEATURES; and

Q. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT; (ii) inspect the construction of STORM DRAIN FACILITIES; (iii) assume responsibility for the interim operation and maintenance of PARK BASIN; and (iv) assume ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT, TRANSPORTATION, and VALLEY-WIDE approved plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of STORM DRAIN FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as (1) DISTRICT accepts (A) responsibility for the interim operation and maintenance of PARK BASIN and (B) ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, (2) TRANSPORTATION accepts ownership and responsibility for operation and maintenance of TRANSPORTATION APPURTENANCES, (3) CSA 152 accepts responsibility for the operation and maintenance of BIORETENTION BASIN, (4) CSA 152 accepts ownership and responsibility

for the operation and maintenance of CSA APPURTENANCES and (5) VALLEY-WIDE accepts ownership and responsibility for the operation and maintenance of VALLEY-WIDE FEATURES; and

R. TRANSPORTATION is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for STORM DRAIN FACILITIES and TRANSPORTATION APPURTENANCES; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within TRANSPORTATION rights of way; and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT, TRANSPORTATION, and VALLEY-WIDE; and

S. CSA 152 is willing to (i) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CSA 152 held easements or rights of way, (ii) accept responsibility for the operation and maintenance of BIORETENTION BASIN, and (iii) accept ownership and responsibility for the operation and maintenance of CSA APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT, TRANSPORTATION, and VALLEY-WIDE; and

T. VALLEY WIDE is willing to (i) review and approve DEVELOPER's plans and specifications for BIORETENTION BASIN, (ii) inspect the construction of VALLEY-WIDE FEATURES, and (iii) accept sole responsibility for operation and maintenance of VALLEY-WIDE FEATURES provided BIORETENTION BASIN is constructed in accordance with plans approved by DISTRICT, TRANSPORTATION, and VALLEY WIDE.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT, TRANSPORTATION and VALLEY-WIDE standards and submit to DISTRICT, TRANSPORTATION and VALLEY-WIDE for their respective review and approval.

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

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

4. [INTENTIONALLY DELETED]

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation, and

maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and TRANSPORTATION, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Tract No. 36430-1 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry as determined and approved by DISTRICT and TRANSPORTATION.

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

7. Provide TRANSPORTATION, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Tract No. 36430-1 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of STORM DRAIN FACILITIES as determined by DISTRICT and of the TRANSPORTATION APPURTENANCES as determined by TRANSPORTATION. The surety amount and form of the bonds shall be subject to approval of DISTRICT and TRANSPORTATION. The bonds shall remain in full force and effect until the PROJECT is accepted by DISTRICT and TRANSPORTATION as complete. At which time, the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work, labor, or materials.

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

9. By execution of this Agreement, grant DISTRICT, TRANSPORTATION, CSA 152, and VALLEY-WIDE the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map for Tract No. 36430-1, with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

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

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT, TRANSPORTATION and VALLEY-WIDE of the start of construction as set forth in Section I.8.

with a complete list of all contractors and subcontractors to be performing work on STORM DRAIN FACILITIES, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

13. Furnish DISTRICT, at the time of providing written notice to DISTRICT, TRANSPORTATION, CSA 152, and VALLEY-WIDE of the start of construction as set forth in Section I.8. a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

14. Furnish DISTRICT with final mylar PROJECT plans and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

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

16. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPER, STRATA, DISTRICT, TRANSPORTATION and VALLEY-WIDE employees on the site.

17. Furnish DISTRICT, at the time of providing written notice to DISTRICT, TRANSPORTATION and VALLEY-WIDE of the start of construction as set forth in Section I.8. a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space

Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

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

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

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District, the County of Riverside, and the Valley-Wide Recreation and Park District.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and

cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District; the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives; and the Valley-Wide Recreation and Park District as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District; the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives;

and the Valley-Wide Recreation and Park District as additional insureds.

D. Professional Liability:

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

E. General Insurance Provisions – All Lines:

- 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. The 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 the 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 by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said

certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s), or its contractor's insurance carrier(s), to furnish a 30 day Notice of Cancellation Endorsement.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vii. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for (i) ownership, operation and

maintenance of DISTRICT FACILITIES or (ii) interim operation and maintenance of PARK BASIN due, either in whole or in part, to said breach of this Agreement.

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

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section), TRANSPORTATION, and VALLEY-WIDE with written notice that PROJECT construction is substantially complete and requesting that (i) DISTRICT conduct a final inspection of STORM DRAIN FACILITIES; (ii) TRANSPORTATION conduct a final inspection of TRANSPORTATION APPURTENANCES; and (iii) VALLEY-WIDE conduct an inspection of VALLEY-WIDE FEATURES.

21. Upon completion of PROJECT construction, and upon acceptance by TRANSPORTATION of all rights of way deemed necessary by DISTRICT and TRANSPORTATION for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of (i) DISTRICT FACILITIES for ownership, operation, and maintenance and (ii) PARK BASIN for interim operation and maintenance, convey, or cause to be conveyed to DISTRICT (i) the interim flood control easement(s) for the rights of way as shown in concept in orange on Exhibit "C" attached hereto and made a part hereof and (ii) the flood control rights of way as shown in concept cross-hatched in purple on Exhibit "C". The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and TRANSPORTATION, and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21. furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT for each

easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded) and except those which, in the sole discretion of DISTRICT, are acceptable.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts (a) ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and (b) responsibility for interim operation and maintenance of PARK BASIN; (ii) TRANSPORTATION accepts ownership and responsibility for operation and maintenance of TRANSPORTATION APPURTENANCES; (iii) CSA 152 accepts responsibility for operation and maintenance of BIORETENTION BASIN; (iv) CSA 152 accepts ownership and responsibility for operation and maintenance of CSA APPURTENANCES; and (v) VALLEY-WIDE accepts ownership and responsibility for operation and maintenance of VALLEY-WIDE FEATURES. It is mutually understood that, prior to DISTRICT acceptance of (i) ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and (ii) responsibility for the interim operation and maintenance of PARK BASIN, STORM DRAIN FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, STORM DRAIN FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

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

25. Upon completion of PROJECT construction but prior to DISTRICT acceptance of (i) DISTRICT FACILITIES for ownership, operation and maintenance and (ii) PARK BASIN for operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office. After which, the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

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

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide TRANSPORTATION and VALLEY-WIDE an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

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

5. Inspect STORM DRAIN FACILITIES construction.

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

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

8. Accept (i) ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES and (ii) responsibility for the interim operation and maintenance of PARK BASIN from DEVELOPER upon (A) DISTRICT inspection of STORM DRAIN FACILITIES in accordance with Section I.20.; (B) DISTRICT acceptance of PROJECT construction as being complete; (C) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.25.; (D) recordation of all conveyance documents described in Section I.21.; (E) TRANSPORTATION acceptance of all rights of way as deemed necessary by DISTRICT, TRANSPORTATION and CSA 152 for the operation and maintenance of STORM DRAIN FACILITIES, TRANSPORTATION APPURTENANCES, and CSA FACILITIES; (F) TRANSPORTATION acceptance of TRANSPORTATION APPURTENANCES for ownership, operation and maintenance; (G) CSA 152 acceptance of BIORETENTION BASIN for operation and maintenance; (H) CSA 152 acceptance of CSA

APPURTENANCES for ownership, operation and maintenance; and (I) DISTRICT's sole determination that STORM DRAIN FACILITIES are in a satisfactorily maintained condition.

9. Provide TRANSPORTATION and VALLEY-WIDE with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of PROJECT as being complete.

SECTION III

TRANSPORTATION shall:

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

2. Accept TRANSPORTATION 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 TRANSPORTATION APPURTENANCES 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 STORM DRAIN FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain STORM DRAIN FACILITIES.

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

7. Accept ownership and sole responsibility for the operation and maintenance of TRANSPORTATION APPURTENANCES from DEVELOPER upon TRANSPORTATION acceptance of PROJECT construction as being complete.

8. Not grant any occupancy permits for any units within any portion of Tract No. 36430-1 or any phase thereof until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

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

SECTION IV

CSA 152 shall:

1. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain STORM DRAIN FACILITIES within CSA 152 held easements or rights of way.

2. Accept (i) responsibility for the operation and maintenance of BIORETENTION BASIN and (ii) ownership and sole responsibility for the operation and maintenance of CSA APPURTENANCES upon DISTRICT and TRANSPORTATION acceptance of PROJECT construction as being complete.

SECTION V

VALLEY-WIDE shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Grant DISTRICT, TRANSPORTATION and CSA 152, by execution of this Agreement, the right to construct, inspect, operate and maintain STORM DRAIN FACILITIES, TRANSPORTATION APPURTENANCES and CSA FACILITIES within VALLEY-WIDE rights of way.
3. Inspect construction of BIORETENTION BASIN and VALLEY-WIDE FEATURES.
4. Accept sole responsibility for the maintenance of VALLEY-WIDE FEATURES, upon (i) establishment of sufficient funding to maintain VALLEY-WIDE FEATURES and (ii) VALLEY-WIDE's sole determination that VALLEY-WIDE FEATURES are in a satisfactorily maintained condition.
5. Agree to accept ultimate ownership and sole responsibility for operation and maintenance of PARK BASIN upon the completion of the proposed future park's construction, as shown concept in Exhibit "D".
6. Enter into a separate agreement with STRATA and DISTRICT that sets forth the ultimate ownership and maintenance responsibilities for PARK BASIN.

SECTION VI

STRATA shall:

1. By execution of this Agreement, grant the following within STRATA rights of way: (i) the right to inspect, operate and maintain STORM DRAIN FACILITIES to DISTRICT; (ii) the right to inspect, operate and maintain TRANSPORTATION

APPURTENANCES to TRANSPORTATION; (iii) the right to inspect, operate and maintain CSA FACILITIES to CSA 152; (iv) the right to operate and maintain VALLEY-WIDE FEATURES to DEVELOPER until VALLEY-WIDE accepts responsibility for operation and maintenance of VALLEY-WIDE FEATURES; and (v) and the right to inspect, operate and maintain VALLEY-WIDE FEATURES to VALLEY-WIDE.

2. Enter into a separate agreement with DISTRICT and VALLEY-WIDE that sets forth the ultimate ownership and maintenance responsibilities for PARK BASIN.

SECTION VII

It is further mutually agreed:

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

2. TRANSPORTATION, VALLEY-WIDE, STRATA and DEVELOPER personnel may observe and inspect all work being done on STORM DRAIN FACILITIES, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of STORM DRAIN FACILITIES.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and

require DEVELOPER's surety to pay to TRANSPORTATION the penal sum of any and all bonds. In which case, TRANSPORTATION shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.8. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain STORM DRAIN FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

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

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty

percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and COUNTY to work the additional hours. The request shall be submitted to DISTRICT and COUNTY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and COUNTY at their sole discretion and shall be final. If permission is granted by DISTRICT and COUNTY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, COUNTY, and VALLEY-WIDE (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth

Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

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

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

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

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

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, COUNTY, or VALLEY-WIDE to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, TRANSPORTATION, CSA 152, and VALLEY-WIDE, their respective officers, agents, and employees, from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage whatsoever for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, TRANSPORTATION, CSA 152, or VALLEY-WIDE, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of STORM DRAIN FACILITIES, TRANSPORTATION APPURTENANCES, CSA FACILITIES and VALLEY-WIDE FEATURES after the acceptance of STORM DRAIN FACILITIES, TRANSPORTATION APPURTENANCES, CSA FACILITIES and VALLEY-WIDE FEATURES by DISTRICT, COUNTY, CSA 152 and VALLEY-WIDE, respectively.

9. Any waiver by DISTRICT, TRANSPORTATION, CSA 152, or VALLEY-WIDE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT, TRANSPORTATION, CSA 152, or VALLEY-WIDE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT, TRANSPORTATION, CSA 152 or VALLEY-WIDE from enforcement hereof.

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

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

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

COUNTY SERVICES AREA 152
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Riverside County Economic Development Agency
Community & Cultural Services Division
Amber Jacobson, Deputy Director for CCSD

VALLEY-WIDE RECREATION
AND PARK DISTRICT
Post Office Box 907
San Jacinto, CA 92581
Attn: General Manager

WESTERN PACIFIC HOUSING, INC., dba
D.R. HORTON AMERICA'S BUILDER
2280 Wardlow Circle, #100
Corona, CA 92880
Attn: Todd Funk, Assistant Vice President

STRATA MOUNTAIN GATE LLC
4370 La Jolla Village Drive #960
San Diego, CA 92122
Attn: Eric Flodine

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

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

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

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

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

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

17. STRATA shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, STRATA expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement until such time as an amended Agreement is executed by its successor or assignee and all parties hereto.

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

19. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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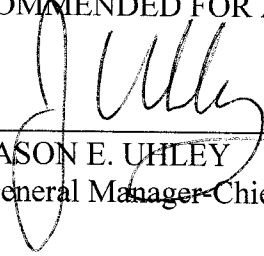
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

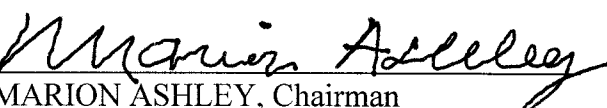
JUL 31 2018

(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

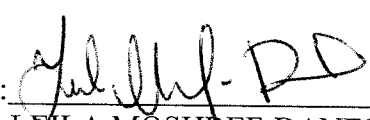
By: 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

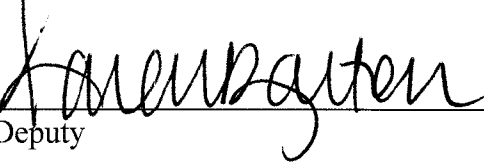
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 
LEILA MOSHREF-DANESH
Deputy County Counsel

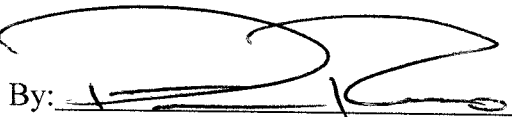
By: 
Deputy

(SEAL)

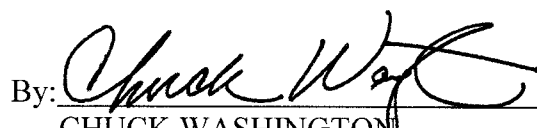
Cooperative Agreement
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00187
Tract No. 36430-1
07/09/18
RKM:se

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE, on behalf of its
Transportation Department

By: 

PATRICIA ROMO
Director of Transportation

By: 

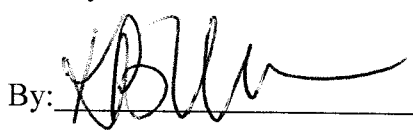
CHUCK WASHINGTON
Chairman, Board of Supervisors

APPROVED AS TO FORM:

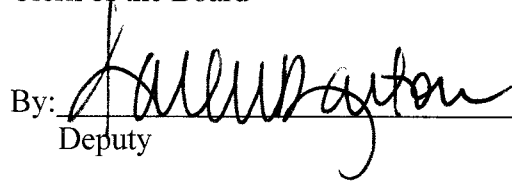
ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 

Deputy County Counsel

By: 

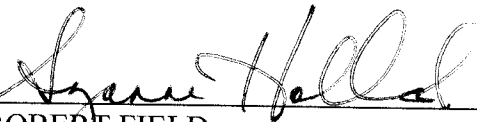
Deputy


(SEAL)

Cooperative Agreement
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00187
Tract No. 36430-1
07/09/18
RKM:se

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE, on behalf of
County Service Area No. 152

By: 
for ROBERT FIELD
Assistant County Executive Officer
Economic and Community Development


By: 
CHUCK WASHINGTON
Chairman, Board of Supervisors

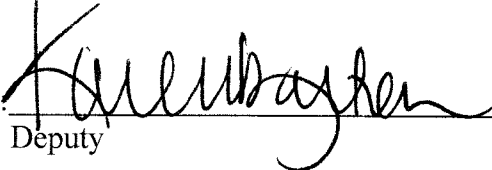
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board


By: 
MICHAEL THOMAS
Deputy County Counsel

By: 
Deputy

(SEAL)

Cooperative Agreement
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00187
Tract No. 36430-1
07/09/18
RKM:se

**WESTERN PACIFIC HOUSING, INC., dba
D.R. HORTON AMERICA'S BUILDER**
a Delaware corporation

By: 
TODD FUNK
Assistant Vice President

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

Cooperative Agreement
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00187
Tract No. 36430-1
07/09/18
RKM:se

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 7/18/2018 before me, Alyssa Marie Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Todd Funk,
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  (Seal)

STRATA MOUNTAIN GATE LLC
a California limited liability company

By: Strata Equity RES, LLC
a California limited liability company
Its Manager

By: 

DAVID C. MICHAN
Its Manager

(ATTACH NOTARY ACKNOWLEDGMENT
WITH CAPACITY STATEMENT)

Cooperatve Agreement
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00187
Tract No. 36430-1
07/09/18
RKM:se

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 San Diego)

On July 18, 2018 before me, Denise Rogelia Davila, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared David C. Michen
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 Denise Davila
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

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

PARCEL A:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 05562, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 2, 2016 AS INSTRUMENT NO. 2016-0485376 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCELS 3A OF LOT LINE ADJUSTMENT NO. 05548 RECORDED ON SEPTEMBER 16, 2016, AS INSTRUMENT NO. 2016-0404388, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF CENTERLINE ROUSE ROAD (60 FEET WIDE) WITH CENTERLINE OF EMPEROR ROAD (60 FEET WIDE) AS SHOWN ON ROMOLA FARMS NO. 15 MAP ON FILE IN BOOK 15, PAGES 98 THROUGH 100, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 09°30'27" EAST ALONG SAID CENTERLINE OF EMPEROR ROAD, A DISTANCE OF 745.38 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT NO. 28801-2 AS SHOWN BY MAP ON FILE IN BOOK 404, PAGES 25 THROUGH 30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THE FOLLOWING (7) SEVEN COURSES ALONG THE SOUTHERLY LINE OF SAID TRACT:

- 1) THENCE NORTH 80°29'33" WEST, A DISTANCE OF 33.00 FEET;
- 2) THENCE NORTH 33°31'03" WEST, A DISTANCE OF 20.52 FEET;
- 3) THENCE NORTH 80°29'33" WEST, A DISTANCE OF 192.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 270.00 FEET;
- 4) THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 9°57'52", AN ARC DISTANCE OF 46.96 FEET;
- 5) THENCE SOUTH 89°32'35" WEST TANGENT TO SAID CURVE, A DISTANCE OF 716.80 FEET;
- 6) THENCE SOUTH 44°43'26" WEST, A DISTANCE OF 21.15 FEET;
- 7) THENCE SOUTH 89°54'17" WEST, A DISTANCE OF 2.00 FEET TO THE WESTERLY LINE OF SAID PARCEL 3A;

THE FOLLOWING (12) TWELVE COURSES ALONG SAID PARCEL 3A:

- 1) THENCE SOUTH 00°05'43" EAST, A DISTANCE OF 609.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 100.00 FEET;

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Exhibit A Legal Description

- 2) THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'41", AN ARC DISTANCE OF 28.47 FEET;
 - 3) THENCE SOUTH 16°24'24" EAST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 48.00 FEET;
 - 4) THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°08'31", AN ARC DISTANCE OF 56.25 FEET;
 - 5) THENCE SOUTH 51°12'15" EAST, A DISTANCE OF 36.29 FEET;
 - 6) THENCE NORTH 89°54'17" EAST, A DISTANCE OF 209.52 FEET;
 - 7) THENCE SOUTH 10°12'06" WEST, A DISTANCE OF 16.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 66.00 FEET;
 - 8) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°06'26", AN ARC DISTANCE OF 60.02 FEET;
 - 9) THENCE SOUTH 57°21'49" WEST, A DISTANCE OF 22.31 FEET;
 - 10) THENCE SOUTH 00°05'43" EAST, A DISTANCE OF 120.00 FEET;
 - 11) THENCE NORTH 89°54'17" EAST, A DISTANCE OF 265.50 FEET;
 - 12) THENCE SOUTH 80°29'33" EAST, A DISTANCE OF 390.48 FEET;
- THENCE NORTH 09°30'27" EAST, A DISTANCE OF 258.07 FEET TO A POINT ON CENTERLINE ROUSE ROAD;
- THENCE SOUTH 89°56'00" WEST ALONG SAID CENTERLINE OF ROUSE ROAD, A DISTANCE OF 37.53 FEET TO THE INTERSECTION WITH CENTERLINE OF EMPEROR ROAD AND THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY AND ALL (I) OIL RIGHTS, (II) MINERAL RIGHTS, (III) NATURAL GAS RIGHTS, (IV) RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, (V) GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, (VI) WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND (VII) ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES") LOCATED IN OR UNDER THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"), TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED AS CONVEYED TO DRH ENERGY, INC., A COLORADO CORPORATION IN THE GRANT DEED RECORDED JUNE 06, 2017 AS INSTRUMENT NO. 2017-0224931 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND

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Exhibit A
Legal Description

SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY AS CONVEYED TO DRH ENERGY, INC., A COLORADO CORPORATION IN THE GRANT DEED RECORDED JUNE 06, 2017 AS INSTRUMENT NO. 2017-0224931 OF OFFICIAL RECORDS.

PARCEL B:

PARCEL 1 OF LOT LINE ADJUSTMENT NO. 05573 RECORDED JANUARY 31, 2017 AS INSTRUMENT NO. 2017-0041839 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2A OF LOT LINE ADJUSTMENT NO. 05548, RECORDED ON SEPTEMBER 16, 2016 AS INSTRUMENT NO. 2016-0404388, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CENTERLINE BRIGGS ROAD (60 FEET WIDE) WITH CENTERLINE ROUSE ROAD (60 FEET WIDE) AS SHOWN ON ROMOLA FARMS NO. 15 MAP ON FILE IN BOOK 15, PAGES 98 THROUGH 100, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89°56'00" EAST ALONG SAID CENTERLINE OF ROUSE ROAD, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°05'43" WEST, A DISTANCE OF 48.13 FEET, TO THE NORTHERLY LINE OF SAID PARCEL 2A;

THE FOLLOWING (10) TEN COURSES ALONG SAID PARCEL 2A:

- 1) THENCE ALONG SAID NORTHERLY LINE NORTH 89°54'17" EAST, A DISTANCE OF 29.00 FEET;
- 2) THENCE NORTH 84°13'57" EAST, A DISTANCE OF 162.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 48.00 FEET, THE RADIAL LINE TO SAID POINT BEARS SOUTH 76°45'11" WEST;
- 3) THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 116°01'05", AN ARC DISTANCE OF 97.19 FEET;
- 4) THENCE SOUTH 51 °12'15" EAST, A DISTANCE OF 36.29 FEET;
- 5) THENCE NORTH 89°54'17" EAST, A DISTANCE OF 209.52 FEET;
- 6) THENCE SOUTH 10°12'06" WEST, A DISTANCE OF 16.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 66.00 FEET;
- 7) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°06'26", AN ARC DISTANCE OF 60.02 FEET;

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Exhibit A
Legal Description

8) THENCE SOUTH 57°21'49" WEST, A DISTANCE OF 22.31 FEET;

9) THENCE SOUTH 00°05'43" EAST, A DISTANCE OF 120.00 FEET;

10) THENCE SOUTH 00°04'00" EAST, A DISTANCE OF 739.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1850.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 06°56'43" EAST;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°02'26", AN ARC DISTANCE OF 227.33 FEET;

THENCE SOUTH 89°54'17" WEST, A DISTANCE OF 272.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BRIGGS ROAD;

THENCE NORTH 00°04'00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 914.85 FEET; TO THE TRUE POINT OF BEGINNING;

APN: 461-020-025-4 and 461-020-026-5

COOPERATIVE AGREEMENT

Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3

Salt Creek – Emperor Road Storm Drain, Stage 1

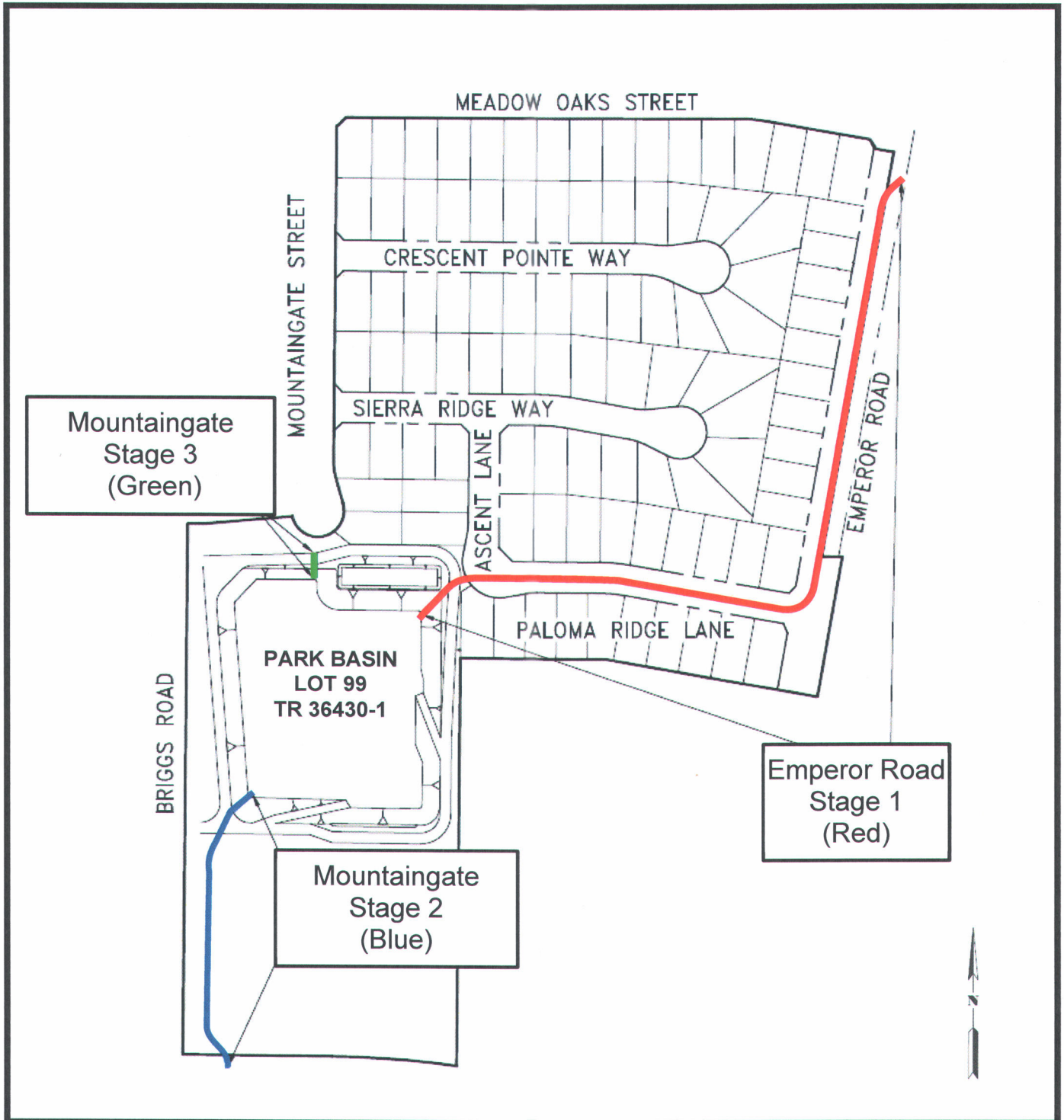
Project Nos. 4-0-00156 and 4-0-00188

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Exhibit B

Storm Drain Facilities - District Facilities



COOPERATIVE AGREEMENT

Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3

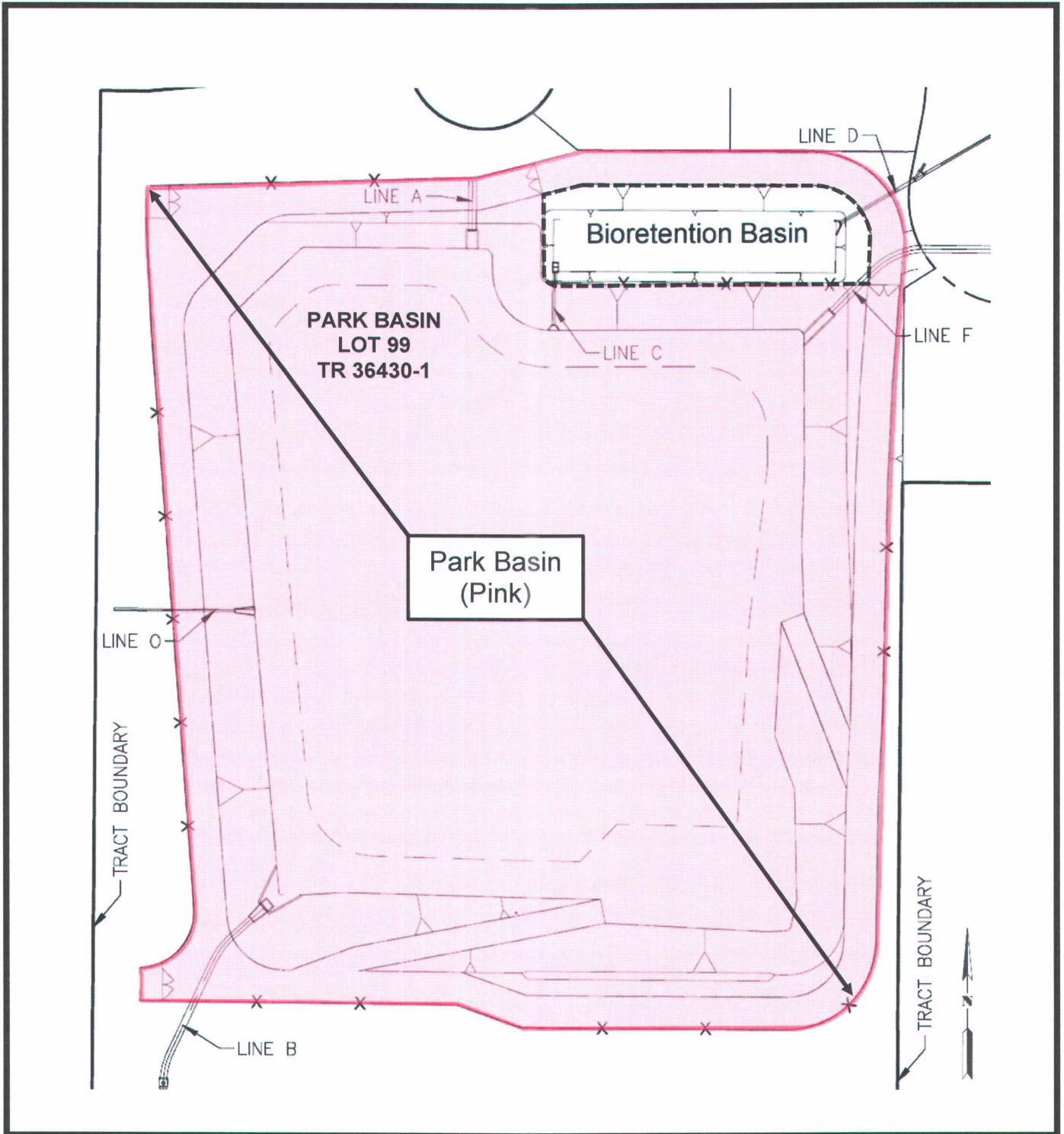
Salt Creek – Emperor Road Storm Drain, Stage 1

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Exhibit B
Storm Drain Facilities - Park Basin



COOPERATIVE AGREEMENT

Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3

Salt Creek – Emperor Road Storm Drain, Stage 1

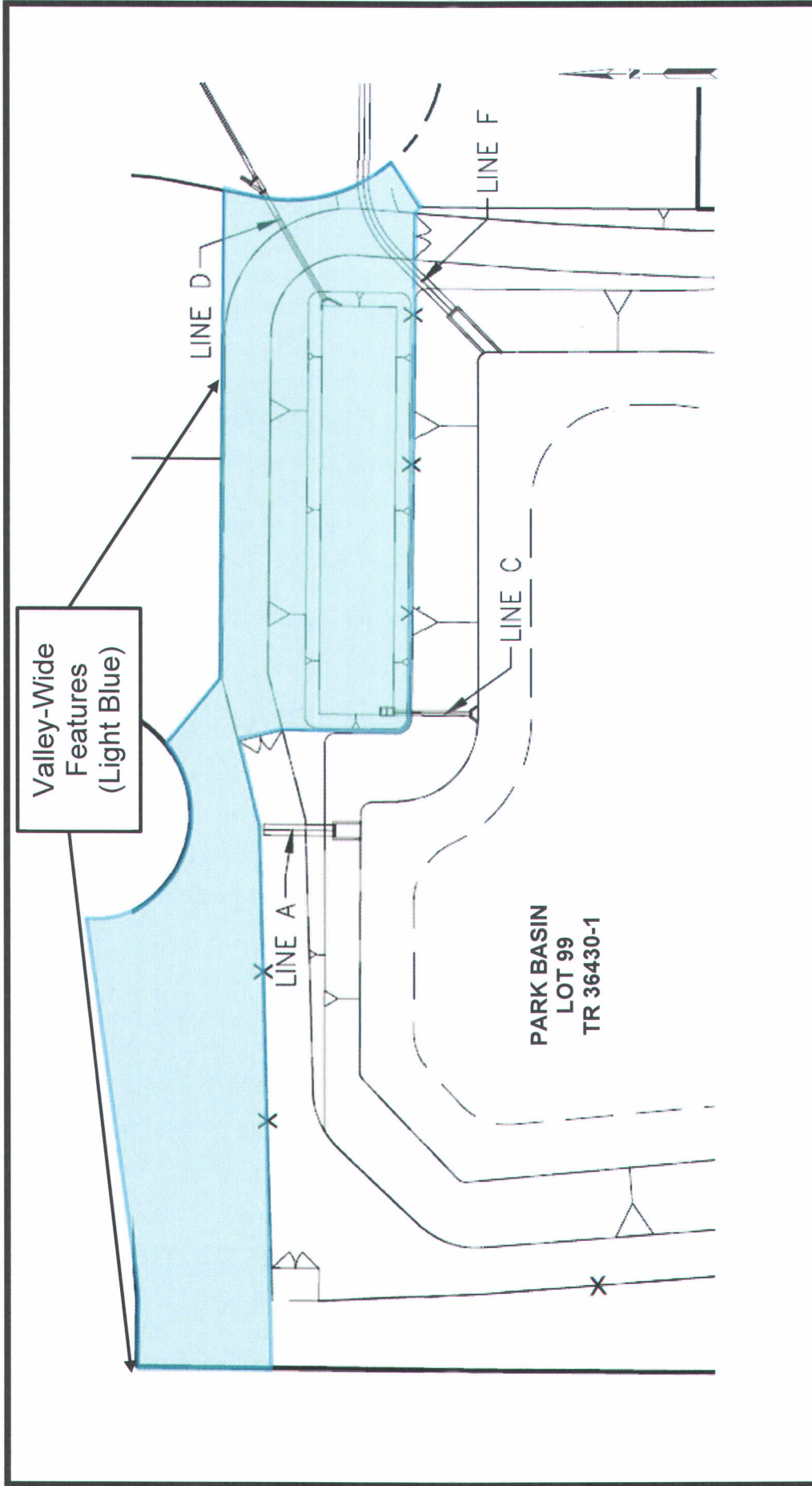
Project Nos. 4-0-00156 and 4-0-00188

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Exhibit B

Valley-Wide Features



COOPERATIVE AGREEMENT

Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3

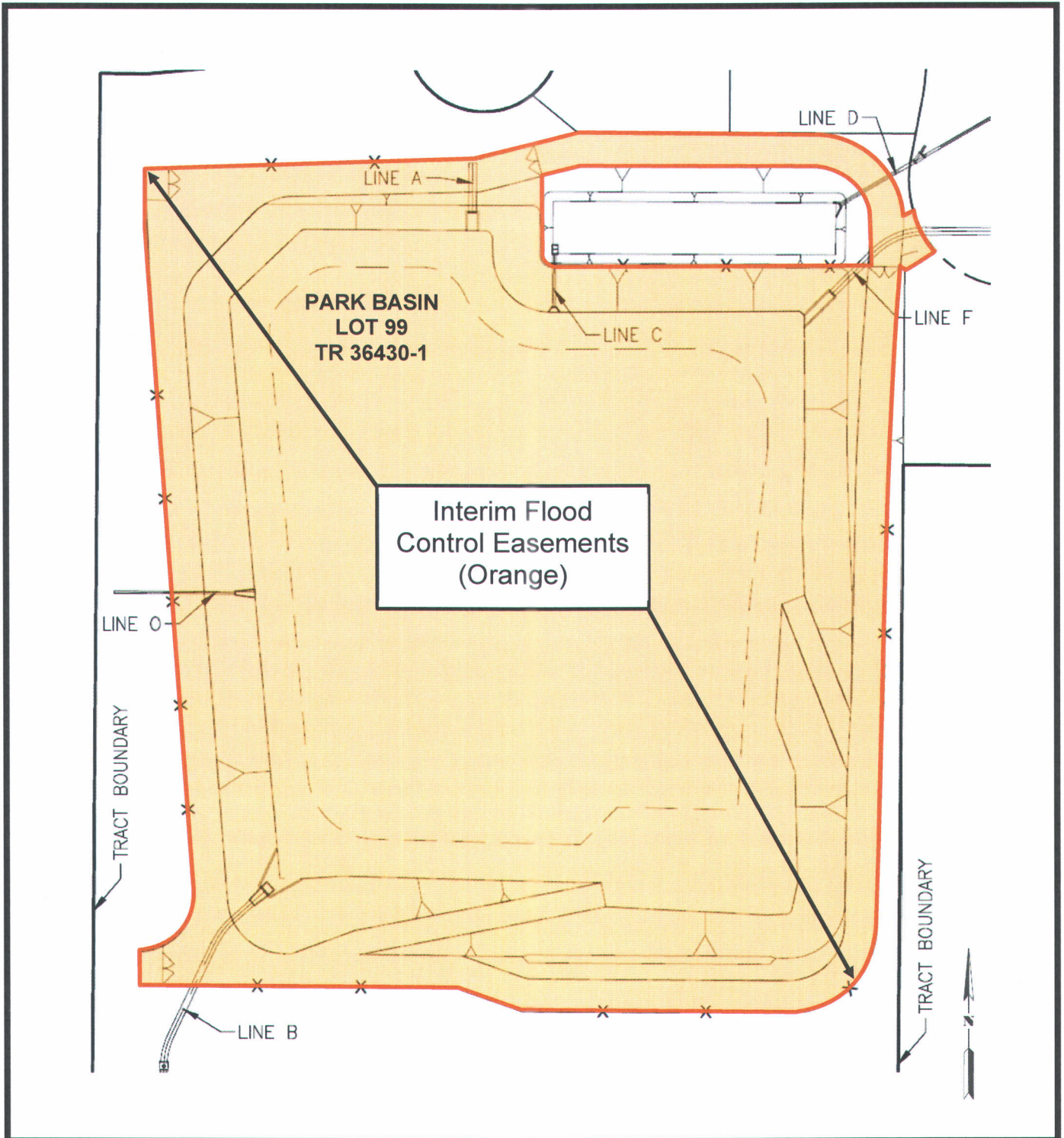
Salt Creek – Emperor Road Storm Drain, Stage 1

Project Nos. 4-0-00156 and 4-0-00188

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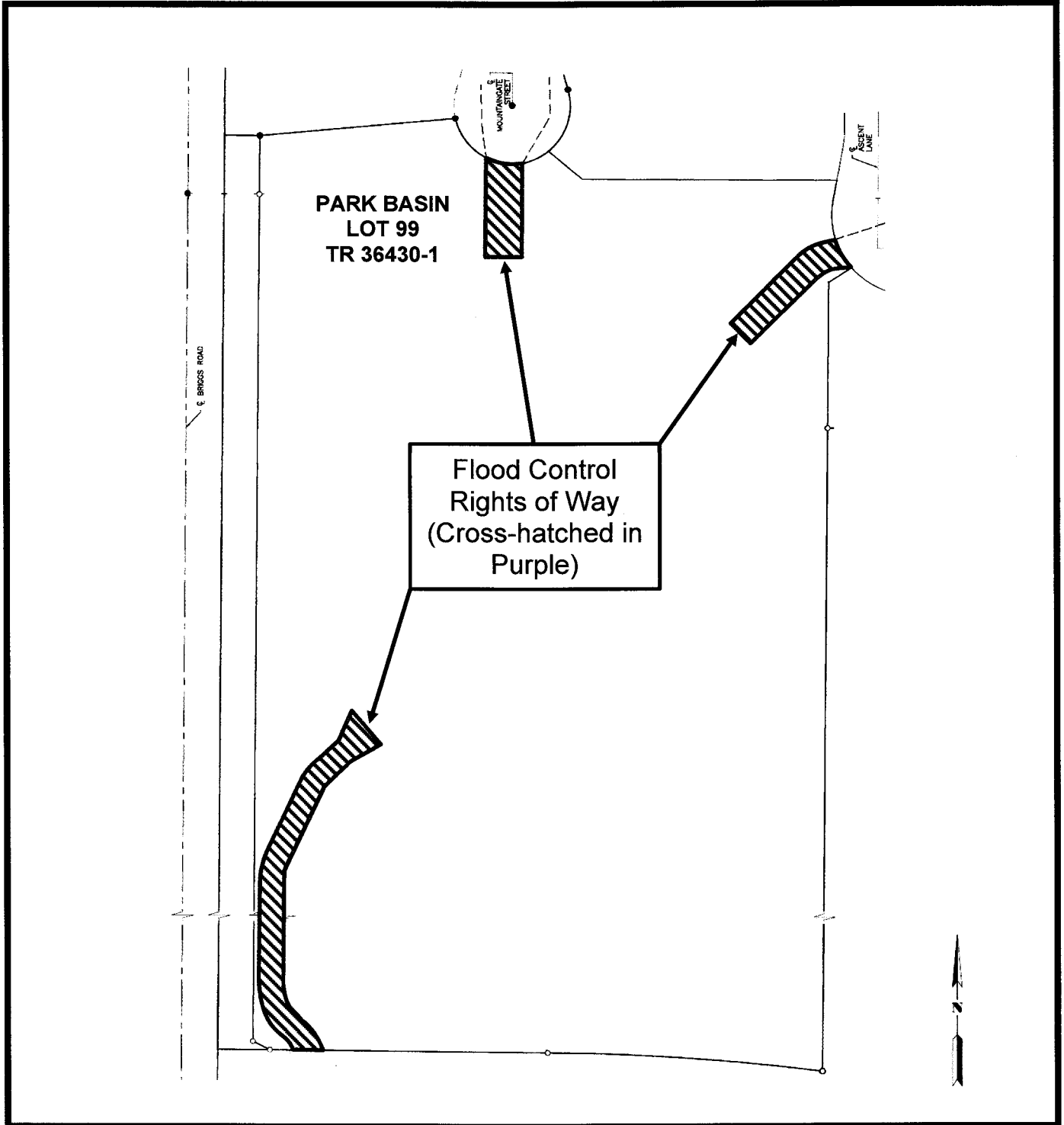
Exhibit C
Interim Flood Control Easements



COOPERATIVE AGREEMENT

Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00188
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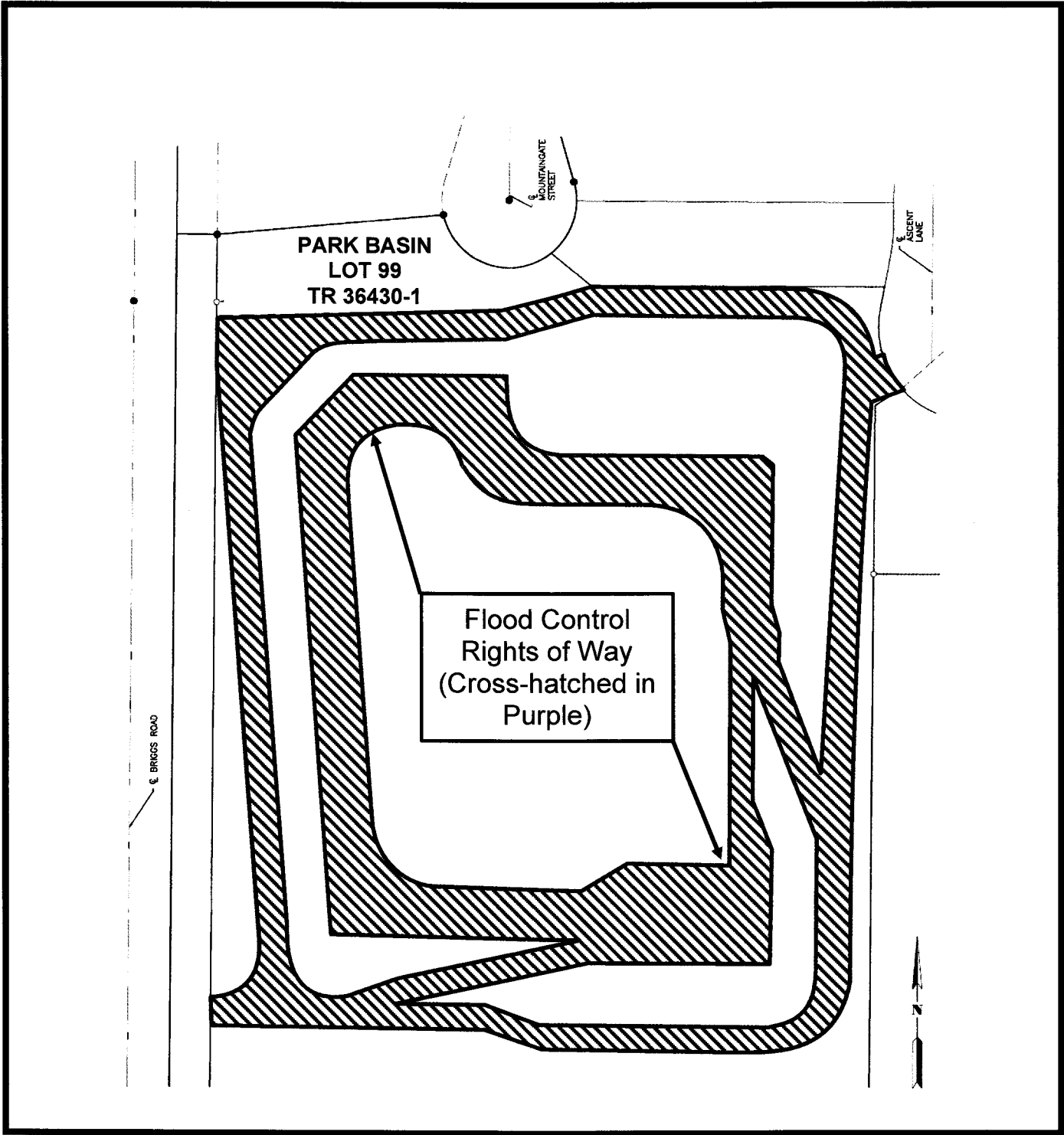
Exhibit C
Flood Control Easements



COOPERATIVE AGREEMENT

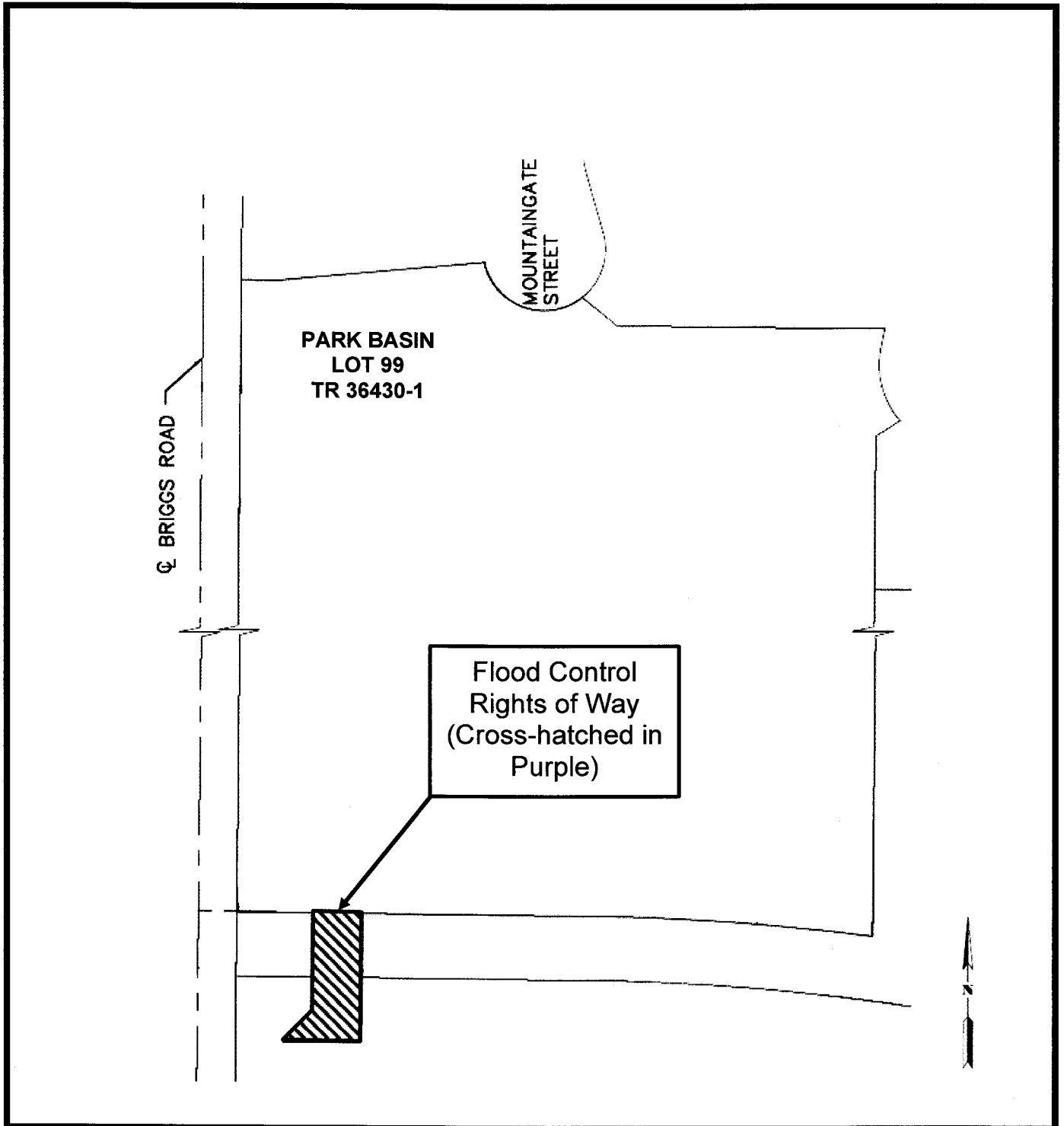
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
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Exhibit C
Flood Control Access Easements



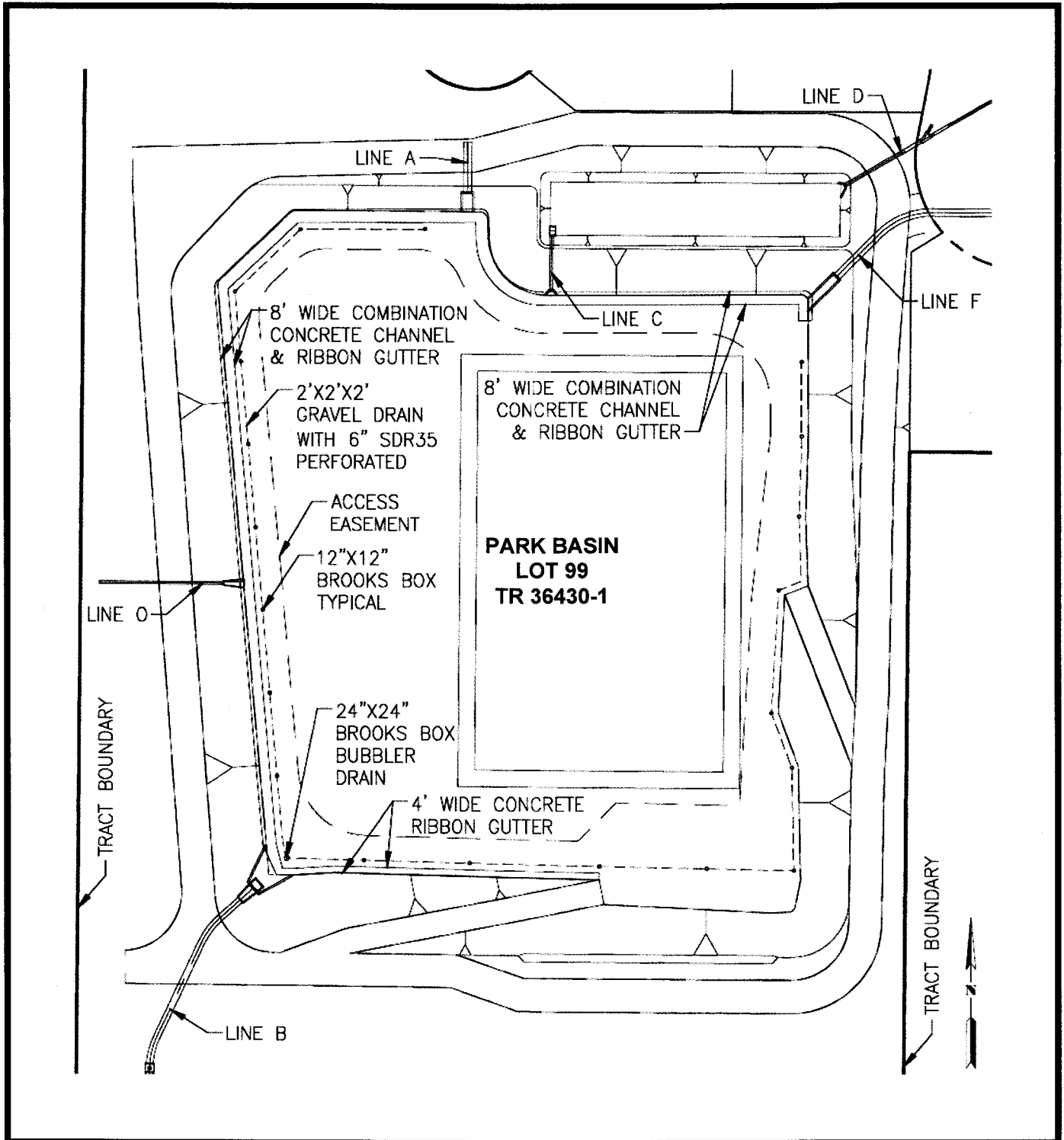
COOPERATIVE AGREEMENT
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
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Exhibit C
Flood Control Easements (Offsite)



COOPERATIVE AGREEMENT
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Exhibit D
Proposed Future Park – Conceptual Plan



COOPERATIVE AGREEMENT

Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3

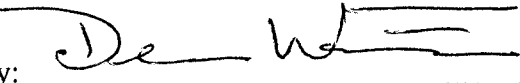
Salt Creek – Emperor Road Storm Drain, Stage 1

Project Nos. 4-0-00156 and 4-0-00188

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Page 1 of 1

**VALLEY-WIDE RECREATION AND PARK
DISTRICT**

By: 
DEAN WETTER
General Manager

(ATTACH NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

Cooperent Agreement
Salt Creek – Mountaingate Street Storm Drain, Stages 2 and 3
Salt Creek – Emperor Road Storm Drain, Stage 1
Project Nos. 4-0-00156 and 4-0-00187
Tract No. 36430-1
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

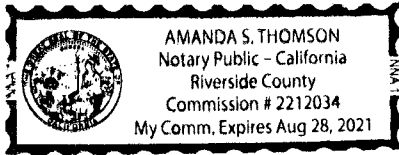
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On July 18, 2018 before me, Amanda Thomson, Notary Public,
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 Amanda S. Thomson
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: Cooperative Agreement
Document Date: 7.9.18 Number of Pages: 1
Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dean Wetter
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: N/A
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____