

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



ITEM  
11.1  
(ID # 8279)

**MEETING DATE:**

Tuesday, November 6, 2018

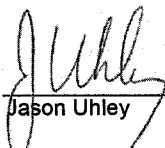
**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Lake Elsinore and Mission Trail LE LP for Lake Elsinore - Mission Trail Storm Drain, Stage 1 and Lake Elsinore - Mission Trail Lateral, Stage 1 (MS 174), Project Nos. 3-0-00053 and 3-0-00054, CEQA Nothing Further Required, District 1. [\$0]

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

1. Find that Nothing Further is Required for this Cooperative Agreement under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration (MND) and have been avoided or mitigated pursuant to that earlier MND;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Lake Elsinore (City) and Mission Trail LE LP (Developer);
3. Authorize the Chairman to execute the Cooperative Agreement (Agreement) documents on behalf of the District;
4. Direct the Clerk of the Board to return five (5) executed Agreements to the District; and
5. Direct the Clerk of the Board to file the Notice of Determination (NOD) with the County Clerk within five days of approval by the Board.

**ACTION:** Policy

  
Jason Uhley

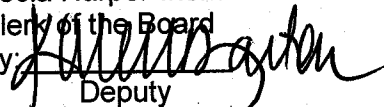
10/23/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries 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: November 6, 2018  
xc: Flood, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Developer is funding all construction and construction inspection costs (100%)			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

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

**BACKGROUND:**

**Summary**

The Agreement sets forth the terms and conditions by which certain flood control facilities are to be constructed by Developer and inspected, operated and maintained by the District, City and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District inspection and subsequent operation and maintenance of Mission Trails Storm Drain, Stage 1 and Mission Trails Laterals, Stage 1.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the main storm drain line consisting of approximately 805 lineal feet of various size reinforced concrete pipe (RCP) greater than thirty-six inches (36") in diameter and two laterals, each fifty-four inches (54") in diameter RCP.

The City will assume ownership and responsibility for the operation and maintenance of certain offsite catch basins, the project's associated catch basins, outlets, inlets, connector pipes and various lateral storm drains that are thirty-six inches (36") or less in diameter located within City held easements rights of way.

The Developer will retain ownership and assume operation and maintenance responsibility for the detention basin, concrete apron, rip rap and concrete weir located within privately held rights of way.

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

**California Environmental Quality Act (CEQA) Findings**

Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a responsible agency, considered the Mitigated Negative Declaration (MND) that was prepared for the project by the lead agency and independently finds that the MND adequately covers the District's plan check, inspection, and the operation and future

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

maintenance of the flood control facilities that are the subject of the Agreement. Furthermore, the District finds that no significant impacts will occur as a result of the plan check, inspection, operations and future maintenance of the proposed flood control facilities that are the subject of the Agreement and no further analysis under CEQA is required. Therefore, Clerk of the Board will file the attached NOD with the County Clerk within five working days of approval by the Board.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of MS 174. The principal beneficiaries are the future residents in the area. Ancillary benefits will accrue to the public who will use Mission Trail.

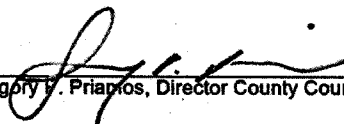
**Additional Fiscal Information**

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

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement
3. Notice of Determination/Authorization to Bill/CEQA Fee Receipt

TRl:blm  
P8/222466

  
\_\_\_\_\_  
Gregory V. Priapros, Director County Counsel      10/30/2018

**NOTICE OF DETERMINATION**

To:  County Clerk  
 County of Riverside  
 2724 Gateway Drive  
 Riverside, CA 92507

Responsible Agency: **Riverside County Flood Control  
 and Water Conservation District**  
 1995 Market Street  
 Riverside, CA 92501  
 Contact: Bailey Bingham, 951.955.3134

Original Negative Declaration/Notice of  
 Determination was returned to County  
 Clerks for pasting on.

Lead Agency: **The City of Lake Elsinore**  
 130 South Main Street  
 Lake Elsinore, CA 92530

11/14/18      VB  
 Date                      Initial

**Subject:** Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

**State Clearinghouse Number:** 2017041057

**Project Title:** Lake Elsinore - Mission Trail Storm Drain, Stage 1 and Lake Elsinore - Mission Trail Laterals, Stage 1 (MS 174) – Cooperative Agreement

**Project Location:** The project site is generally located on vacant land west of Mission Trail, approximately 500 feet south of Hidden Trail/Elberta Road in the city of Lake Elsinore, Riverside County, California. The site is bordered on the west by a single family housing development/neighborhood (Summerly), on the east by Mission Trail and residential and commercial land uses and on the south by vacant land. The project area is located within Assessor's Parcel Number (APN) 365-030-001.

**Project Description:** The project proponent proposes to build a housing community as described in the Mitigated Negative Declaration (MND) adopted by the City of Lake Elsinore as CEQA Lead Agency. The project referenced in this Notice of Determination is the discretionary approval by the Riverside County Flood Control and Water Conservation District (District) to enter into a Cooperative Agreement which defines the terms and conditions by which certain flood control facilities are to be plan checked, inspected, operated and maintained by the District, City and Developer. The Cooperative Agreement is necessary to provide for District plan check, inspection and the transfer of necessary rights of way for the subsequent operation and maintenance of the Mission Trails Storm Drain, Stage 1 and Mission Trails Laterals, Stage 1 underground storm drains. The District will conduct ongoing maintenance of approximately 805 lineal feet of various size underground reinforced concrete pipe (RCP) greater than thirty-six inches (36") in diameter and two laterals, each fifty-four inches (54") in diameter RCP, upon completion of construction. Acceptance of the associated right of way and operations and maintenance of said facilities will not result in significant adverse impacts.

**CEQA Determination:** This is to advise that the District approved the above Cooperative Agreement on 11/6/18 and, acting as a CEQA Responsible Agency, considered the Mitigated Negative Declaration (MND) adopted by the City of Lake Elsinore and has made the following determinations regarding the above-described project:

1. The Cooperative Agreement formalizing the District's plan check, inspection and acceptance of future operation and maintenance of the storm drain improvements is within the scope of the City's MND, and all environmental effects have been adequately addressed, therefore, no further CEQA review is required.
2. The Cooperative Agreement will not have a significant effect on the environment.
3. Mitigation measures were made a Condition of Approval for project, however, no mitigation measures are required for the Cooperative Agreement.
4. A Statement of Overriding Considerations was not adopted by the Lead Agency for this project.
5. Findings were made by the Lead Agency pursuant to the provisions of CEQA.

**Documents Available for Review:** This is to certify that the Mitigated Negative Declaration and records of this project's approval are available to the general public at: Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501.

**Public Agency Signature:**  **Title:** Clerk of the Board **Date:** 11/6/18

BNB:blm

NOV 06 2018

11.1

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/15/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - PCARC

ACCOUNTING STRING: ACCOUNT: 528410 / FUND: 40880 / DEPT ID: 847140 / PROGRAM:

AMOUNT: \$50.00 /

REF: CDFW CEQA Notice of Determination Pooling for Lake Elsinore - Mission Trail Storm Drain, Stage 1 and Lake Elsinore - Mission Trail Lateral; Stage 1 (MS 174) Pj No. 157-0-3-0223-00-00-0009-000

Please only bill flood for \$50.00. The MND fee was paid for this project. (SCH# 2017041057)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED. NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Karina Hissen Est 84330 PRESENTED BY: Sally Graham Est 85134 CONTACT: Randy Sheppard Est 81308

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

MS 174

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 17-206198

State Clearinghouse # (if applicable): 2017041057

Lead Agency: CITY OF LAKE ELSINORE Date: 06/29/2017

County Agency of Filing: RIVERSIDE Document No: E-201700808

Project Title: MISSION TRAIL APARTMENTS

Project Applicant Name: LAKE ELSINORE CCR, LLC Phone Number: (951) 674-3124

Project Applicant Address: C/O CITY OF LAKE ELSINORE, 130 S. MAIN STREET LAKE ELSINORE, CA 92530

Project Applicant: PRIVATE ENTITY

**CHECK APPLICABLE FEES:**

Environmental Impact Report

Negative Declaration

Application Fee Water Diversion (State Water Resources Control Board Only)

Project Subject to Certified Regulatory Programs

County Administration Fee

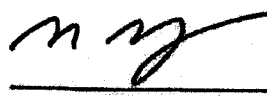
Project that is exempt from fees (DFG No Effect Determination (Form Attached))

Project that is exempt from fees (Notice of Exemption)

\_\_\_\_\_  
\$2,216.25  
\_\_\_\_\_  
\_\_\_\_\_  
\$50.00

Total Received \$2,266.25

Signature and title of person receiving payment:



Deputy

Notes:

**RECEIVED**  
JAN 31 2018

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
DEVELOPMENT REVIEW/PLAN CHECK

COOPERATIVE AGREEMENT

Lake Elsinore – Mission Trails SD, Stage 1  
 Lake Elsinore – Mission Trails Laterals, Stage 1  
 Project Nos. 3-0-00053 and 3-0-00054  
 (MS No. 174)

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Lake Elsinore, a municipal corporation ("CITY"), and Mission Trail LE LP, a California limited partnership ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval MS No. 174 located in the City of Lake Elsinore. As a condition of approval for MS No. 174, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of MS No. 174 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, as shown in District Drawing No. 3-0214, includes the construction of the following:

- a. Approximately 805 lineal feet of underground storm drain hereinafter called "LINE A". LINE A will capture runoff on Mission Trail between Hidden Trail and Sedco Boulevard and traverses westerly through the Mission Trail Apartment complex. Upstream LINE A will connect to the proposed catch basin as shown in concept in red on Exhibit "B" attached hereto and made a part hereof; and
- b. Approximately 51 lineal feet of 54-inch underground storm drain lateral that starts at Mission Trail and confluences on the southerly side

of LINE A ("LAT A-2"). LAT A-2 will connect to an existing CITY maintained 24" RCP as shown in concept in green on Exhibit "B" attached hereto and made a part hereof; and

- c. Approximately 28 lineal feet of 54-inch underground storm drain lateral that starts at Mission Trail and confluences on the northerly side of LINE A ("LAT A-3") as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof; and

Together, LINE A, LAT A-2 and LAT A-3 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain offsite catch basins, outlets, inlets, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way "APPURTENANCES"; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITIES and APPURTENANCES is the construction of a detention basin, concrete apron, riprap and concrete weir hereinafter called "DEVELOPER FACILITIES"; and

F. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

G. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

H. DEVELOPER and DISTRICT desire CITY to accept ownership and



responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect construction of APPURTENANCES; and

I. DISTRICT and CITY desire DEVELOPER to accept ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES. Therefore, DISTRICT and CITY must review and approve DEVELOPER's plans and specification for PROJECT and subsequently inspect construction of DEVEOPER FACILITIES.

J. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT DRAINAGE 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 DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and

K. CITY 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 DISTRICT DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES located within CITY rights of way, (v) convey to DISTRICT all rights of way necessary for the inspection, operation and maintenance of

DISTRICT DRAINAGE FACILITIES as set forth herein, (vi) assume ownership and responsibility for the operation and maintenance of APPURTENANCES upon completion of PROJECT construction, and (vii) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY 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: Finance 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 DISTRICT DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE 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 DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

4. Grant DISTRICT and CITY, by execution of this Agreement, 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.

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry, and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and CITY, 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 MS No. 174 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry, and temporary construction easements as determined and approved by DISTRICT and CITY.

6. Prior to commencing PROJECT construction, furnish DISTRICT and CITY 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 Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Provide CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of

DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and CITY 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) 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 has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. 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., with duly executed Irrevocable Offer(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 DRAINAGE 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).

10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.9., 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.

11. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT 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 PROJECT, 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.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT 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.

13. Furnish DISTRICT and CITY each with a set of final mylar plans for PROJECT and assign their ownership to DISTRICT and CITY, respectively, prior to the start on any portion of PROJECT construction.

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

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

16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with 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.

17. DEVELOPER shall not commence operations until DISTRICT has 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 any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT and CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's 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 DISTRICT, the County of Riverside, and CITY.

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 DISTRICT, the County of Riverside, and CITY, its agencies, districts, special districts and departments, their respective

directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives 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 DISTRICT, the County of Riverside, and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives 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, with a limit of liability of not less than \$1,000,000 per occurrence and

\$2,000,000 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) shall 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. 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 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) to furnish a 30-day Notice of Cancellation Endorsement. 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.

- iv. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. 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.

- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- viii. 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 ownership, operation, and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

18. Construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Construction Management Section) and CITY that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of PROJECT.

20. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE 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, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

21. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, 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 redlined "record drawings" of DISTRICT DRAINAGE FACILITIES 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 DISTRICT DRAINAGE FACILITIES plans "record drawings".

22. Upon completion of PROJECT construction and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation, and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s) or grant deed(s) of fee title, where appropriate, for the rights of way as shown

in concept in red on Exhibit "C". The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

23. At the time of recordation of the conveyance document(s) as set forth in Section I.22., 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 and CITY, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT and CITY, for each fee parcel to be conveyed to CITY, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes, and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT and CITY, are deemed acceptable.

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. 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 and approve, IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Provide CITY 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.9.
5. Inspect construction of DISTRICT DRAINAGE FACILITIES.
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 DISTRICT DRAINAGE 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 DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.
8. Provide CITY with a reproducible duplicate copy of "record drawings" of PROJECT plans upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.21.
9. Accept ownership and sole responsibility for the operation and maintenance

of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete, (iii) recordation of all conveyance documents described in Section I.22., (iv) CITY acceptance of APPURTENANCES for ownership, operation and maintenance, (v) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vi) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

### SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided herein.
3. Inspect PROJECT construction.
4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation, and maintenance of DISTRICT DRAINAGE FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate, and maintain DISTRICT DRAINAGE FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct,

inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

7. Upon completion of PROJECT construction and upon acceptance by DISTRICT and CITY for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURANTENCE, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, for the rights of way deemed necessary by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

8. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operations and maintenance.

9. Not grant any occupancy permits for any units within any portion of MS 174 or any phase thereof, until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

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

#### SECTION IV

It is further mutually agreed:



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

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

3. DEVELOPER shall commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and shall complete construction 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 CITY the penal sum of any and all bonds. In which case, CITY 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 DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site

conditions that materially affects PROJECT function or CITY's ability to operate and maintain APPURTENANCES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY.

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, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE 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 to work the additional hours. The request shall be

submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and shall 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 at its sole discretion and shall be final. If permission is granted by DISTRICT, 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 for itself, its successors, and assigns hereby releases DISTRICT, the County of Riverside, and CITY (including their agencies, districts, special districts and departments, their respective directors, officer, Board of Supervisors, elected and appointed officials, employees, agents, and representatives) 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 or CITY, 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 DISTRICT DRAINAGE FACILITIES and APPURTENANCES, after the acceptance of ownership, operation, and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES by DISTRICT and CITY respectively.

8. DEVELOPER shall indemnify and hold harmless DISTRICT, County of Riverside and CITY (including their respective 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 of Riverside and CITY (including their respective 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 limited right to adjust, settle or compromise any such claim, proceeding, or action without the prior consent of DISTRICT, County of Riverside, and CITY provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, County of Riverside, or CITY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal (or similar

document) relieving DISTRICT, County of Riverside, or CITY 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, County of Riverside, and CITY 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 of Riverside, or CITY to the fullest extent allowed by law.

9. Any waiver by DISTRICT or by CITY 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 or CITY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY 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

CITY OF LAKE ELSINORE  
130 South Main Street  
Lake Elsinore, CA 92350  
Attn: City Engineer

MISSION TRAIL LE LP  
14211 Yorba Street, Suite #200  
Tustin, CA 92780  
Attn: Todd Cottle

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

17. This Agreement is intended by the parties hereto as a final expression of their

understanding with respect to the subject matters 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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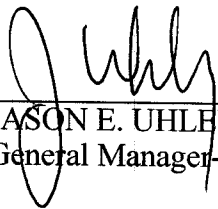
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

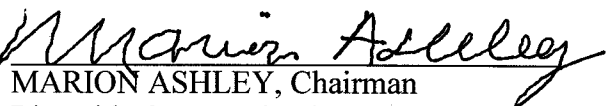
NOV 06 2018

(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

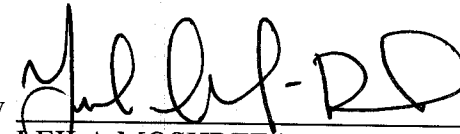
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

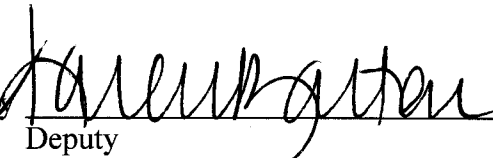
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
LEILA MOSHREF-DANESH  
Deputy County Counsel

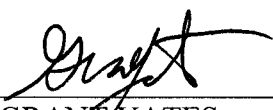
By   
Deputy

(SEAL)

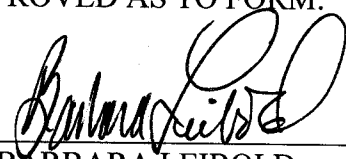
Cooperative Agreement with City of Lake Elsinore and Mission Trail LE LP  
Lake Elsinore – Mission Trails Storm Drain, Stage 1  
Lake Elsinore – Mission Trails Laterals Storm Drain, Stage 1  
Project Nos. 3-0-00053 and 3-0-00054  
MS No. 174  
09/05/18  
TRI:blm



CITY OF LAKE ELSINORE

By   
GRANT YATES  
City Manager

APPROVED AS TO FORM:

By   
BARBARA LEIBOLD  
City Attorney

ATTEST:

By   
SUSAN M. DOMEN  
City Clerk


(SEAL)

Cooperative Agreement with City of Lake Elsinore and Mission Trail LE LP  
Lake Elsinore – Mission Trails Storm Drain, Stage 1  
Lake Elsinore – Mission Trails Laterals Storm Drain, Stage 1  
Project Nos. 3-0-00053 and 3-0-00054  
MS No. 174  
09/05/18  
TRI:blm

**MISSION TRAIL LE LP**  
a California limited partnership

By: OHDC LAKE ELSINORE LLC,  
a California limited liability company,  
its managing general partner

By: Orange Housing Development Corporation  
a California nonprofit public benefit corporation  
its sole member and manager

By:   
EUNICE BOBERT  
Chief Executive Officer

Cooperative Agreement with City of Lake Elsinore and Mission Trail LE LP  
Lake Elsinore – Mission Trails Storm Drain, Stage 1  
Lake Elsinore – Mission Trails Laterals Storm Drain, Stage 1  
Project Nos. 3-0-00053 and 3-0-00054  
MS No. 174  
09/05/18  
TRI:blm

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

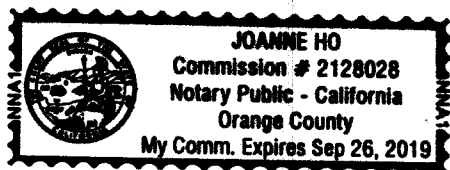
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On September 27, 2018 before me, Joanne Ho, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Eunice Robert  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

# Exhibit A

## LEGAL DESCRIPTION

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

### PARCEL A:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 12 IN BLOCK "G" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE NORTH 74° 45' EAST, 220 FEET;

THENCE NORTH 15° 15' WEST, 110 FEET;

THENCE NORTH 74° 45' EAST, 440 FEET;

THENCE NORTH 15° 15' WEST, 110 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 74° 45' WEST, TO A POINT ON THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 12 IN BLOCK "G" OF RANCHO LA LAGUNA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 17 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE NORTHEASTERLY ON SAID NORTHEASTERLY PROLONGATION OF NORTHWESTERLY LINE OF SAID LOT 12 IN BLOCK "G" TO THE WESTERLY LINE OF MISSION TRAIL HIGHWAY;

THENCE FOLLOWING ALONG THE WESTERLY LINE OF SAID MISSION TRAIL HIGHWAY IN A SOUTHEASTERLY DIRECTION, TO A POINT WHICH BEARS NORTH 74° 45' EAST FROM THE POINT OF BEGINNING;

THENCE SOUTH 74° 45' WEST, TO THE TRUE POINT OF BEGINNING.

SAID LAND BEING ALSO DESCRIBED AS ALL OF LOTS 1110, 1111, 1175, 1176, 1177, 1178, 1179, 1238, 1239, 1240, 1241, 1242 AND THE NORTHWESTERLY 1/2 OF LOT 1243, AS SHOWN ON ASSESSOR'S MAP NO. 48, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF THE ABANDONED RIGHTS OF WAY OF ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY, ADJACENT THERETO.

EXCEPTING THEREFROM, ALL RIGHTS TO WATER, INCLUDING SURFACE WATER AND GROUNDWATER RIGHTS OVER, UPON AND UNDER THE PROPERTY AND WHICH ARE APPURTENANT THERETO OR OTHERWISE ASSOCIATED WITH THE PROPERTY, AS CONVEYED IN THE DEED RECORDED JULY 3, 2018 AS INSTRUMENT NO. 2018-0267648 OF OFFICIAL RECORDS.

### PARCEL B:

A NONEXCLUSIVE IRREVOCABLE EASEMENT FOR THE PROPOSE OF DRAINING WATER, GATE, ACCESS AND MAINTENANCE OVER LOTS AH, AI AND AJ OF TRACT NO. 31920-1 AS PER MAP RECORDED AS BOOK 394, PAGE 41 THROUGH 51, INCLUSIVE, OF MAPS, AS SET FORTH IN THE DOCUMENT ENTITLED "WATER DRAINAGE AND GATE EASEMENT, ACCESS AND MAINTENANCE AGREEMENT" RECORDED MAY 25, 2018, AS INSTRUMENT NO. 2018-0212557, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### DRAINAGE EASEMENT:

THE EASTERLY 4 FEET OF LOT AH, AI AND AJ OF TRACT NO. 31920-1, AS SHOWN BY MAP ON FILE IN BOOK 394, PAGES 41 THROUGH 51, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

### GATE EASEMENT, ACCESS AND MAINTENANCE:

COOPERATIVE AGREEMENT  
Lake Elsinore - Mission Trails SD, Stage 1  
Lake Elsinore - Mission Trails Laterals, Stage 1  
Project Nos. 3-0-00053 and 3-0-00054

MS No. 174

Page 1 of 2

## Exhibit A

**GATE NO. 1 LOCATION:**

**BEGINNING AT THE SOUTHWEST CORNER OF LOT "AH" OF TRACT NO. 31920-1, FILED IN BOOK 394, PAGES 41 THROUGH 51, INCLUSIVE, OF MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 08°59'12" WEST 10.00 FEET.**

**GATE NO. 2 LOCATION:**

**BEGINNING AT A POINT ON THE SOUTHERLY LOT LINE OF LOT "AJ" AT A DISTANCE OF 67.40 FEET SOUTHWEST OF THE SOUTHEAST CORNER OF LOT "AJ" OF TRACT NO. 31920-1, FILED IN BOOK 394, PAGES 41 THROUGH 51, INCLUSIVE, OF MAPS, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 08°59'12" WEST 10.00 FEET.**

**APN: 365-030-001**

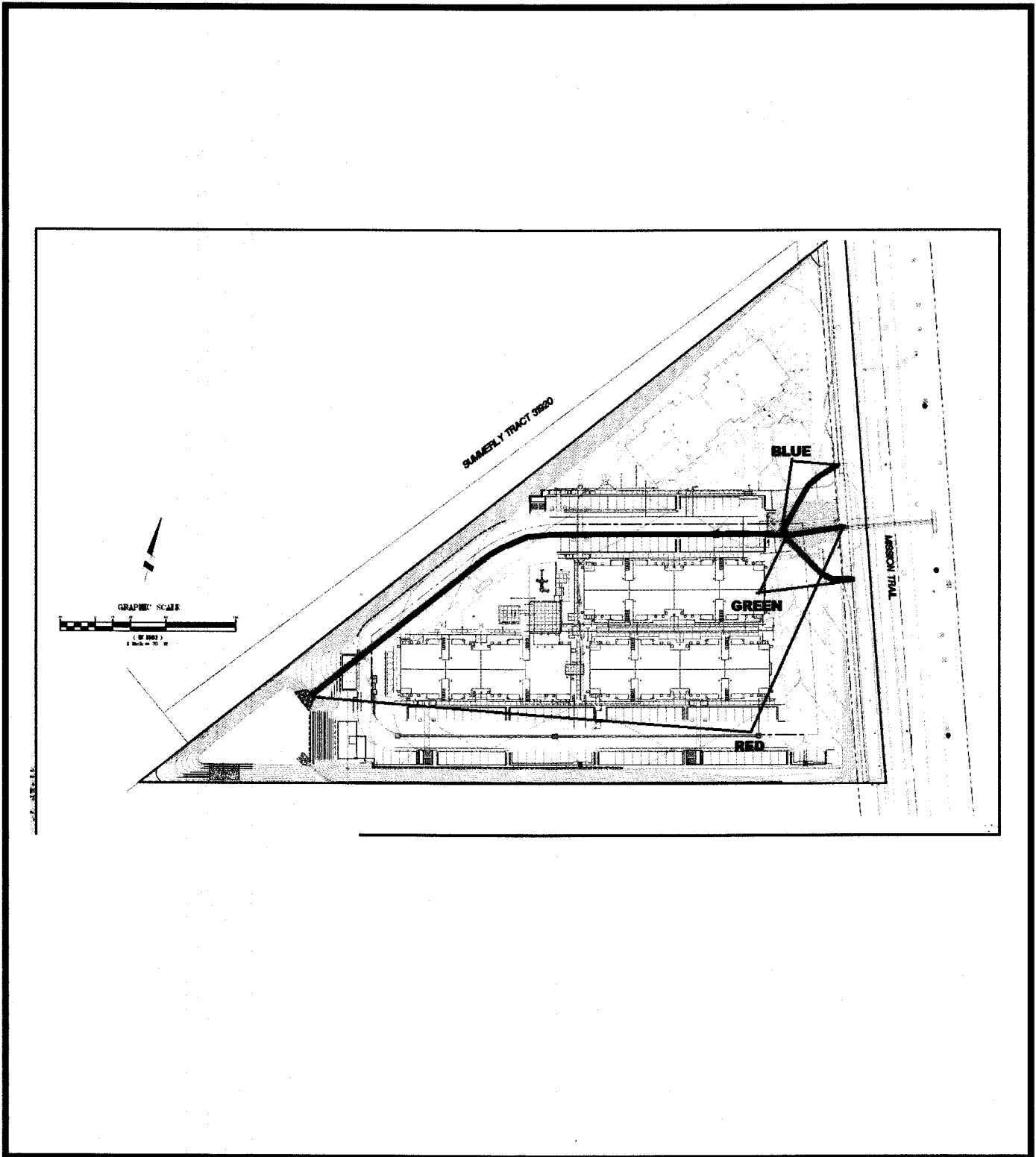
**COOPERATIVE AGREEMENT**

Lake Elsinore - Mission Trails SD, Stage 1  
Lake Elsinore - Mission Trails Laterals, Stage 1  
Project Nos. 3-0-00053 and 3-0-00054

MS No. 174

Page 2 of 2

# Exhibit B



## COOPERATIVE AGREEMENT

Lake Elsinore - Mission Trails SD, Stage 1

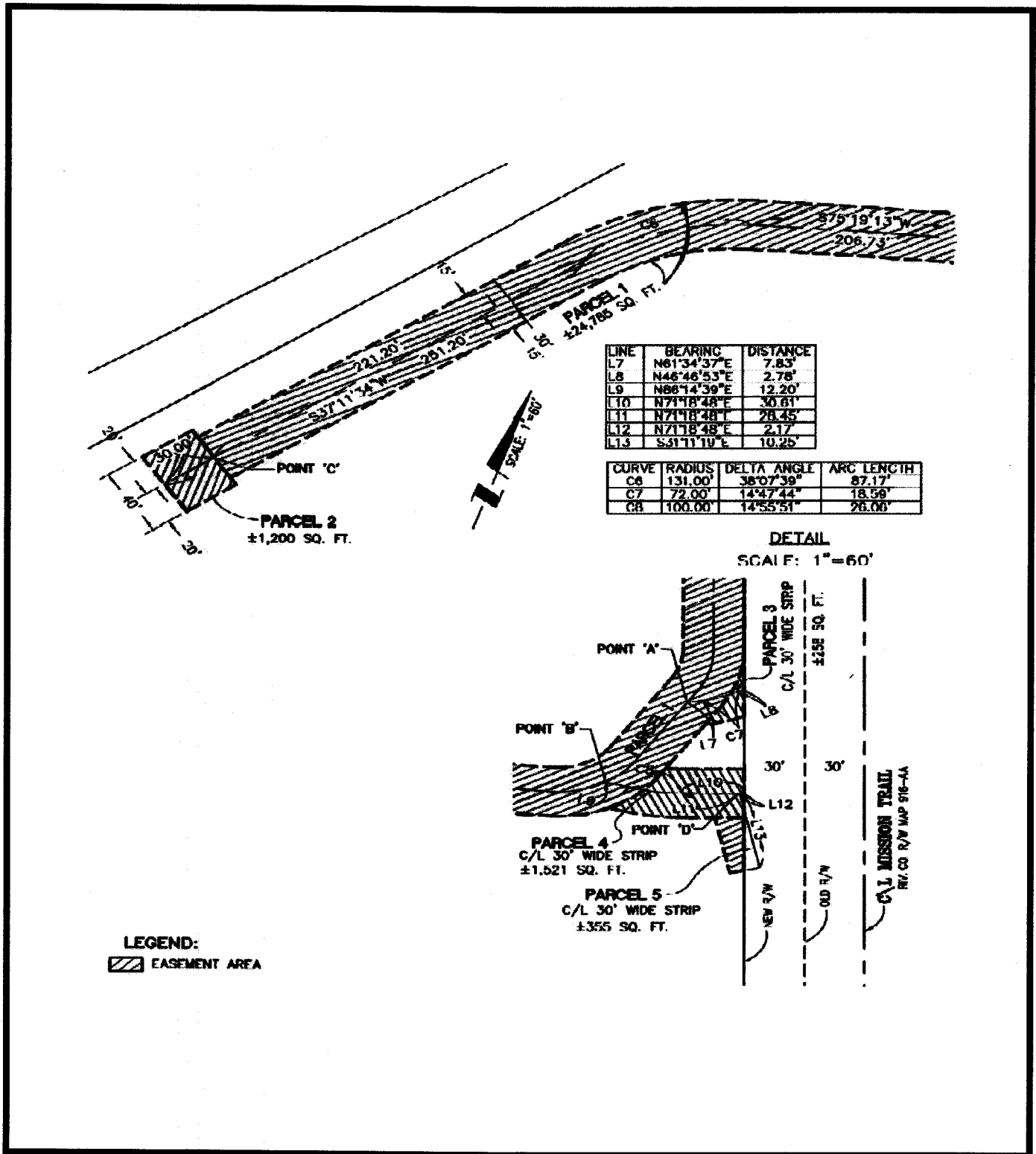
Lake Elsinore - Mission Trails Laterals, Stage 1

Project Nos. 3-0-00053 and 3-0-00054

MS No. 174

Page 1 of 1

# Exhibit C



**COOPERATIVE AGREEMENT**  
 Lake Elsinore - Mission Trails SD, Stage 1  
 Lake Elsinore - Mission Trails Laterals, Stage 1  
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