

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



ITEM
11.2
(ID # 8330)

MEETING DATE:
Tuesday, November 6, 2018

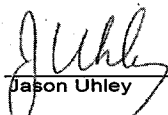
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Menifee and KB Home Coastal, Inc. for Romoland MDP Line A-17, Stage 1, Romoland MDP Line A-18, Stage 1 and Romoland – Calle Celia Storm Drain, Stage 1 (Tract No. 29777), Project Nos. 4-0-00433 and 4-0-00434, District 5. [\$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 (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Menifee (City) and KB Home Coastal, Inc. (Developer);
3. Authorize the Chairman to execute the 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

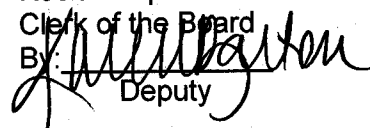

Jason Uhley

10/29/2018

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

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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: The Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract No. 29777 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 construction inspection and subsequent operation and maintenance of the referenced storm drain facilities within the Romoland Master Drainage Plan.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of Romoland MDP Line A-17, Stage 1, Romoland MDP Line A-18, Stage 1 and Romoland – Calle Celia Storm Drain, Stage 1. The City will assume ownership and responsibility for the project's associated underground storm drain laterals that are 36 inches or less in diameter, outlets, catch basins and connector pipes located within City-held easements or rights of way.

County Counsel has approved the Agreement as to legal form, the City will execute concurrently and the Developer has 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 County and independently finds that the MND adequately covers the District's plan check, inspection and the operation and future maintenance of the flood control facilities that are the subject of the Agreement. Furthermore, the District finds that no significant adverse 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, the Clerk of the Board will file the attached NOD with the County Clerk within five working days of approval by the Board.

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Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 29777. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Additional Fiscal Information

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

ATTACHMENTS:

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

TRI:blm

P8/222313



Gregory V. Priamos, Director County Counsel 10/30/2018

NOTICE OF DETERMINATION

To: Office of Planning and Research
 P.O. Box 3044, 1400 Tenth Street, Room 222
 Sacramento, CA 95812-3044

Responsible Agency: **Riverside County Flood Control and Water Conservation District**
 1995 Market Street
 Riverside, CA 92501
 Contact: Randy Sheppard
 951-955-1306

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

Lead Agency: **City of Menifee**
 29714 Haun Rd.
 Menifee, CA 92586

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

State Clearinghouse Number: N/A

Project Title: Romoland MDP Line A-17, Stage 1, Romoland MDP Line A-18, Stage 1, and Romoland - Calle Celia Storm Drain, Stage 1 – Cooperative Agreement.

Project Location: The project site is located within the city of Menifee which is situated in southwest Riverside County. More specifically, the project is generally bounded by Dawson Rd. on the west, Antelope Rd. on the east, Rouse Rd. on the south and the existing Romoland Line A channel on the north. The site encompasses portions of Assessor's Parcel Numbers (APNs) 331-150-031, 331-170-017, 331-140-023, 331-350-008, 331-170-018, 331-170-019, 331-350-009, 331-200-022, 331-200-023 and 331-200-024.

Project Description: The project proponent proposes to develop the previously approved Tentative Tract Map No. 29777 (TR29777) as described in the County of Riverside Planning Department's (County) Mitigated Negative Declaration (MND) and the City of Menifee's (City) Notice of Determination (NOD) for the Tentative Tract Map Minor Change No. 2015-059. The City of Menifee has assumed responsibility 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. The District will accept ownership and maintenance responsibility of approximately 2,010 lineal feet of underground reinforced concrete box, a rip rap inlet structure, and associated maintenance access road, and approximately 474 lineal feet of underground reinforced concrete pipe. Acceptance of the associated right of way and operations and maintenance of said facilities and will not result in significant adverse impacts.

CEQA Determination: This is to advise that the Riverside County Flood Control and Water Conservation District approved the above Cooperative Agreement on 11/6/18 and acting as a CEQA responsible agency, considered the MND adopted by the County and the NOD adopted from the City, and has made the following determinations regarding the above-described project:

1. The Cooperative Agreement is within the scope of the lead agency's CEQA document, 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 TR29777, 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

GCJ:

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

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

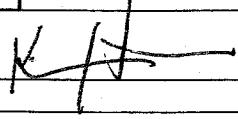
ACCOUNTING STRING:
ACCOUNT: 528410 / FUND: 40660 /
DEPT ID: 947140 / PROGRAM: _____

AMOUNT: \$50.00 /

REF: CDFW CEQA Notice of Determination Posting for Romoland MDP Line A-17, Stage 1, Romoland MDP Line A-18, Stage 1, and Romoland - Calle Celia Storm Drain Stage 1 Proj No. 137-0-3-90152-00-00-0000-000 /

Please only bill flood for \$50.00. The MND Fee was paid for this project. See attached Receipt.
THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Karinne Hansen Ext 54330 
PRESENTED BY: Gene Jennings Ext 58377
CONTACT: Randy Sheppard Ext 51306

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

COOPERATIVE AGREEMENT

Romoland MDP Line A-17, Stage 1
Romoland MDP Line A-18, Stage 1
Romoland - Calle Celia Storm Drain, Stage 1
Project Nos. 4-0-00433, 4-0-00434 and 4-0-00435
Tract No. 29777

The Riverside County Flood Control and Water Conservation District, a body politic, hereinafter called "DISTRICT", the City of Menifee, a municipal corporation, hereinafter called "CITY", and KB Home Construction, Inc, a California corporation, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 29777 located in the city of Menifee. As a condition of approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Tract No. 29777 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 4-1105, include construction of:

1. Approximately 970 lineal feet of reinforced concrete box called "ROMOLAND MDP LINE A-17, STAGE 1", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof. At its downstream terminus, ROMOLAND MDP LINE A-17, STAGE 1 will connect to DISTRICT's Romoland MDP Line A, Stage 4, . At its upstream terminus, ROMOLAND MDP LINE A-17, STAGE 1 will connect to a proposed 36" reinforced concrete pipe to

be maintained by CITY located within a drainage easement between Calle Castillo and Dawson Road as shown on District Drawing No 4-0846; and

2. Approximately 1,058 lineal feet of reinforced concrete box, riprap inlet structure and associated maintenance access road called "ROMOLAND MDP LINE A-18, STAGE 1", as shown in concept in blue on Exhibit "B". At its downstream terminus, ROMOLAND MDP LINE A-18, STAGE 1 will connect to DISTRICT's Romoland MDP Line A, Stage 4 and its upstream terminus storm drain starts at rip rap inlet structure shown on District Drawing No. 4-0846; and

3. Approximately 474 lineal feet of reinforced concrete pipe called "ROMOLAND - CALLE CELIA STORM DRAIN, STAGE 1", as shown in concept in green on Exhibit "B". At its downstream terminus, ROMOLAND - CALLE CELIA STORM DRAIN, STAGE 1 will connect to proposed ROMOLAND MDP LINE A-18, STAGE 1, and its upstream terminus will connect to the proposed CITY-maintained thirty inch (30") reinforced concrete pipe within Calle Talavera per Tract No. 29777.

Together, ROMOLAND MDP LINE A-17, STAGE 1, ROMOLAND MDP LINE A-18, STAGE 1 and ROMOLAND - CALLE CELIA STORM DRAIN, STAGE 1 are called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain underground storm drain laterals that are 36 inches or less in diameter, outlets, catch basins and connector pipes located within CITY-held easements or rights of way, hereinafter called "APPURTENANCES"; and

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

F. 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

G. 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 and approve the construction of APPURTENANCES; and

H. 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 and (c) obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein; and

I. 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 within CITY rights of way and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided

DEVELOPER (a) complies with this Agreement and (b) constructs PROJECT in accordance with DISTRICT- and CITY-approved plans and specifications.

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 and CITY, within thirty (30) days after receipt of periodic billings from DISTRICT and CITY, any and all such amounts as are deemed reasonably necessary by DISTRICT and CITY to cover DISTRICT's and CITY'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., 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 PROJECT within thirty (30) days after receipt of billing from DISTRICT. Additionally, deposit with CITY any required inspection deposit or similar fee required by CITY's Municipal Code or other local regulations.

4. 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 CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and CITY.

5. 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 State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

6. Provide CITY, prior to 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. 29777 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 DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and CITY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete and APPURTENANCES are accepted by CITY as complete. At which time, the bond amount may be reduced to five percent (5%) for a period of one year to guarantee against any defective work, labor or materials.

7. [THIS SECTION INTENTIONALLY LEFT BLANK]

8. Notify DISTRICT and CITY in writing 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 CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. 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.

10. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]

11. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]

12. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT and CITY 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 such contractor or subcontractor. At that same time, DEVELOPER shall also further identify in writing its designated superintendent for PROJECT construction.

13. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT and CITY 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 and/or CITY.

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

15. 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.

16. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

17. 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 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 and CITY prior to the issuance of a Notice to Proceed which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval of the procedure. The Notice to Proceed will not be effective unless both DISTRICT and CITY have approved of the procedure.

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

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT or CITY 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 DISTRICT, the County of Riverside ("COUNTY") and CITY, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

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. Additionally, Commercial General Liability insurance no less broad than ISO form CG 00 01. Policy shall name DISTRICT, COUNTY and CITY and their 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 \$5,000,000 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. DISTRICT, COUNTY and CITY must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of DEVELOPER. DISTRICT, COUNTY and CITY shall continue to be an additional insured for completed operations for two years after completion of the work. If DEVELOPER maintains higher limits than the specified minimum limits, DISTRICT, COUNTY and CITY requires and shall be entitled to coverage for the higher limits maintained by DEVELOPER.

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 DISTRICT, COUNTY and CITY, and their 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 maintain Professional Liability Insurance providing coverage for DEVELOPER's performance of 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. If DEVELOPER's 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 DEVELOPER shall purchase at his 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 DEVELOPER 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 and CITY. If the County Risk Manager and CITY waive 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 and CITY, before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT or CITY, and at the election of the County Risk Manager or CITY, 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) to furnish DISTRICT and CITY 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 or CITY, 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 sixty (60) days written notice shall be given to DISTRICT and CITY 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 60 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 and CITY receive, 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 and CITY 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 and CITY reserve 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 or CITY'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 and CITY.
- viii. DEVELOPER agrees to notify DISTRICT and CITY 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 or CITY, at their sole discretion, to provide written notice to DEVELOPER that neither DISTRICT or CITY are able to perform their obligations hereunder, nor to accept responsibility for

ownership, operation and maintenance of PROJECT due, either in whole or in part, to said breach of this Agreement.

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

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice 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.

22. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK].

23. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK].

24. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK].

25. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the 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, PROJECT 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. Likewise, it is mutually understood by the parties hereto that prior to CITY acceptance of ownership and responsibility for the operation and maintenance of APPURTENANCES, PROJECT shall be in a satisfactorily maintained condition as solely

determined by CITY. If, subsequent to the inspection and, in the sole discretion of CITY, APPURTENANCES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

26. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK].

27. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance and CITY acceptance of APPURTENANCES for ownership, 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 and CITY with a redlined "record drawings" copy of PROJECT plans. After DISTRICT and CITY 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".

28. 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 with an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval. DISTRICT shall not approve IMPROVEMENT PLANS without first acquiring CITY's approval of IMPROVEMENT PLANS.
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. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]
5. Inspect DISTRICT DRAINAGE 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 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.
8. 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.21., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.27., (iv) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance and (v) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactory condition.

9. Provide CITY with a reproducible duplicate copy of the "record drawings" of PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

10. Upon acceptance of DISTRICT DRAINAGE FACILITIES, DISTRICT shall accept sole responsibility for keeping in safe condition all property specifically granted to DISTRICT per the terms of this Agreement including, but not limited to, removal of trash and debris, performing graffiti removal and vegetation control including any necessary mowing, cutting and weed abatement associated therewith. However, under the current agreement, there is no real property specifically granted to DISTRICT.

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.6., and hold said bonds as provided herein.
3. Inspect PROJECT construction.
4. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK].
5. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK].
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way subject to CITY's reasonable regulations as found in CITY's Municipal Code, as it may be amended from time to time.

7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, accept sole responsibility for keeping in safe condition all public trails, pathways and access roads associated therewith including, but not limited to, removal of trash and debris, performing graffiti removal and vegetation control including any necessary mowing, cutting and weed abatement associated therewith. Notwithstanding the above, DISTRICT shall be responsible for any damage caused to CITY's property, associated with DISTRICT DRAINAGE FACILITIES that is caused by DISTRICT's ownership and/or operation of DISTRICT DRAINAGE FACILITIES.

8. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES, upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership and responsibility for operation and maintenance, subject to the terms and conditions set forth below. Prior to accepting ownership of APPURTENANCES, PROJECT shall be in a satisfactorily maintained condition as solely determined by CITY. If subsequent to the inspection and in the sole discretion of CITY APPURTENANCES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

9. Upon DISTRICT and CITY acceptance of PROJECT 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 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

It is further mutually agreed:

1. All construction work involved with PROJECT shall be inspected by DISTRICT and CITY, and 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 PROJECT, 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 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 CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT's costs incurred, less any costs incurred by CITY in enforcing the bonds.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of 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. However, no such amendment shall be effective, unless CITY agrees to modify the IMPROVEMENT PLANS in writing.

5. DISTRICT and CITY 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 and CITY'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 and CITY for review and, if appropriate, approval by both parties. DISTRICT and CITY 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 and CITY's behalf on all PROJECT 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 and CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. 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 CITY to work

the additional hours. The request shall be submitted to DISTRICT and CITY 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 to approve overtime work shall only be made by the mutual consent of both DISTRICT and CITY in their respective discretion, and shall be final. If permission is granted by DISTRICT and CITY, 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 and CITY (including their governing bodies, 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 and CITY (including their governing bodies, respective directors, officers elected and appointed officials, employees, agents and representatives) with legal counsel

reasonably satisfactory to CITY and DISTRICT in any claim proceeding or action for which indemnification is required. If DEVELOPER fails to meet its indemnification obligation, CITY and DISTRICT shall have the right but not the obligation to do so with counsel of their own choosing, with no right of approval by DEVELOPER and, if they do, DEVELOPER shall promptly pay CITY and DISTRICT's full cost thereof, with payments made at least on a monthly basis.

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 and CITY from any liability for the claim, proceeding or action involved, and DISTRICT and CITY determine that the form of dismissal is adequate in their sole and absolute discretion. Notwithstanding the foregoing, DEVELOPER shall enter into no settlement agreement or final resolution of any pending claim covered under this section, without CITY's and DISTRICT's prior written approval.

Should DISTRICT and CITY fail to agree with the implementation of this section, or if a pending claim pertains to only one of the two parties, DEVELOPER shall be required to comply with this section as to DISTRICT and CITY individually.

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 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 or CITY to the fullest extent allowed by law.

8. 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.

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

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: Administrative Services Section

CITY OF MENIFEE
29714 Haun Road
Menifee, CA 92586
Attn: Public Works Manager

KB HOME COASTAL, INC.
36310 Inland Valley Drive
Wildomar, CA 92595
Attn: Scott Hansen

11. 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.

12. 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.

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

14. 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.

15. The individual(s) executing this Agreement on behalf of DEVELOPER 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.

16. 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

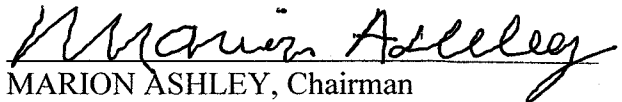
NOV 06 2018

(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

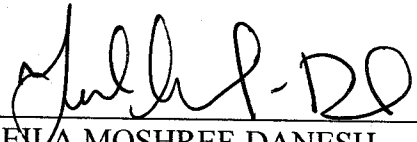
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

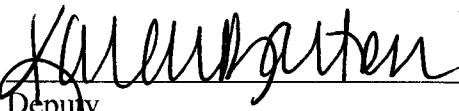
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LELA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

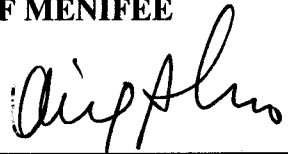
(SEAL)

Romoland MDP Line A -17, Stage 1
Romoland MDP Line A -18, Stage 1
Romoland Calle Celia Storm Drain, Stage 1
Project Nos. 4-0-00433, 4-0-00434 and 4-0-00435
Tract No. 29777
TRI:blm
10/23/18

RECOMMENDED FOR APPROVAL:

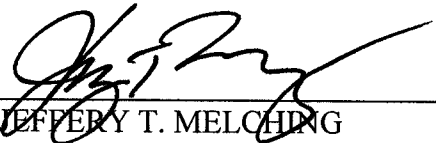
CITY OF MENIFEE

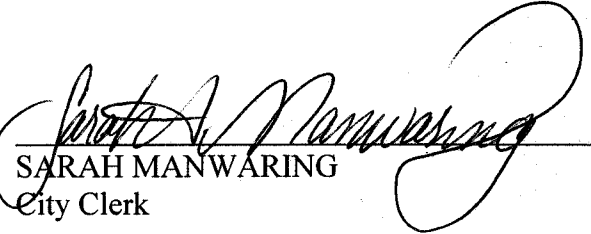
By 
JONATHAN SMITH
Public Works Director

By 
ARMANDO G. VILLA
City Manager

APPROVED AS TO FORM:

ATTEST:

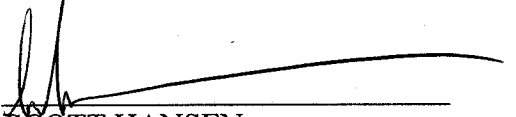
By 
JEFFERY T. MELCHING
City Attorney

By 
SARAH MANWARING
City Clerk

(SEAL)

Romoland MDP Line A -17, Stage 1
Romoland MDP Line A -18, Stage 1
Romoland Calle Celia Storm Drain, Stage 1
Project Nos. 4-0-00433, 4-0-00434 and 4-0-00435
Tract No. 29777
TRI:blm
10/23/18

KB HOME COASTAL, INC.
a California corporation

By 

SCOTT HANSEN

Its: Vice President of Forward Planning
and Development

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Romoland MDP Line A -17, Stage 1
Romoland MDP Line A -18, Stage 1
Romoland Calle Celia Storm Drain, Stage 1
Project Nos. 4-0-00433, 4-0-00434
Tract No. 29777
TRI:blm
10/23/18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

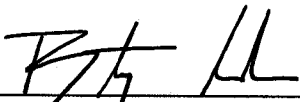
State of California }

County of Riverside }

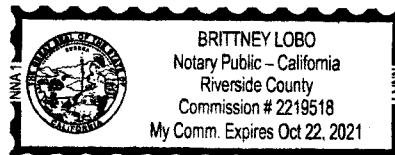
On October 24, 2018 before me, Brittney Lobo, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their 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.



Brittney Lobo



(SEAL)

Exhibit A

PRELIMINARY REPORT
YOUR REFERENCE: TR 29777

Chicago Title Company
ORDER NO.: 12206231-996-SD1

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A: APN 331-170-028

THE NORTH 3.43 ACRES OF LOT 114; LOTS 115, 116 AND 117 OF TRUMBLE FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL B: APN 331-170-022

THE SOUTH 2.99 ACRES OF LOT 108, LOTS 109 AND 110, ALL IN TRUMBLE FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL C: APN 331-170-021

THE NORTH 132 FEET OF LOT 108 OF TRUMBLE FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: APN 331-170-027

LOT 107 AND LOT 118 ALL IN TRUMBLE FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL E: APN 331-170-026

LOT 119 OF TRUMBLE FARMS SUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL F: APN 331-170-023

LOT 111 OF TRUMBLE FARMS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF LOT 111, LYING SOUTHERLY OF A LINE PARALLEL WITH AND 390 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN AS GRANTED TO MONO POWER COMPANY, A CALIFORNIA CORPORATION BY DEED RECORDED MAY 28, 1970 AS INSTRUMENT NO. 49926.

PARCEL G: APN 331-170-029

LOTS 111 THROUGH 114 INCLUSIVE, AND THE EAST ONE HALF OF DAWSON ROAD, FORTY (40.00 FEET WIDE; AND THE NORTH ONE HALF OF ROUSE ROAD, SIXTY (60.00) FEET WIDE; AND THE WEST ONE HALF OF ANTELOPE ROAD, SIXTY (60.00) FEET WIDE; ALL IN TRUMBLE FARMS, A SHOWN ON THE MAP ON FILE IN BOOK 11, PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF A LINE PARALLEL WITH AND 390.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

COOPERATIVE AGREEMENT

Romoland MDP Line A-17, Stage 1
Romoland MDP Line A-18, Stage 1
Romoland - Calle Celia Storm Drain

TR 29777

Project Nos. 4-0-00433, 4-0-00434 and 4-0-00435

Page 1 of 2

Exhibit A

PRELIMINARY REPORT
YOUR REFERENCE: TR 29777

Chicago Title Company
ORDER NO.: 12206231-996-SD1

EXHIBIT A (Continued)

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY AND SOUTHERLY OF THE EASTERLY AND SOUTHERLY LINES OF SAID SECTION 15.

COOPERATIVE AGREEMENT

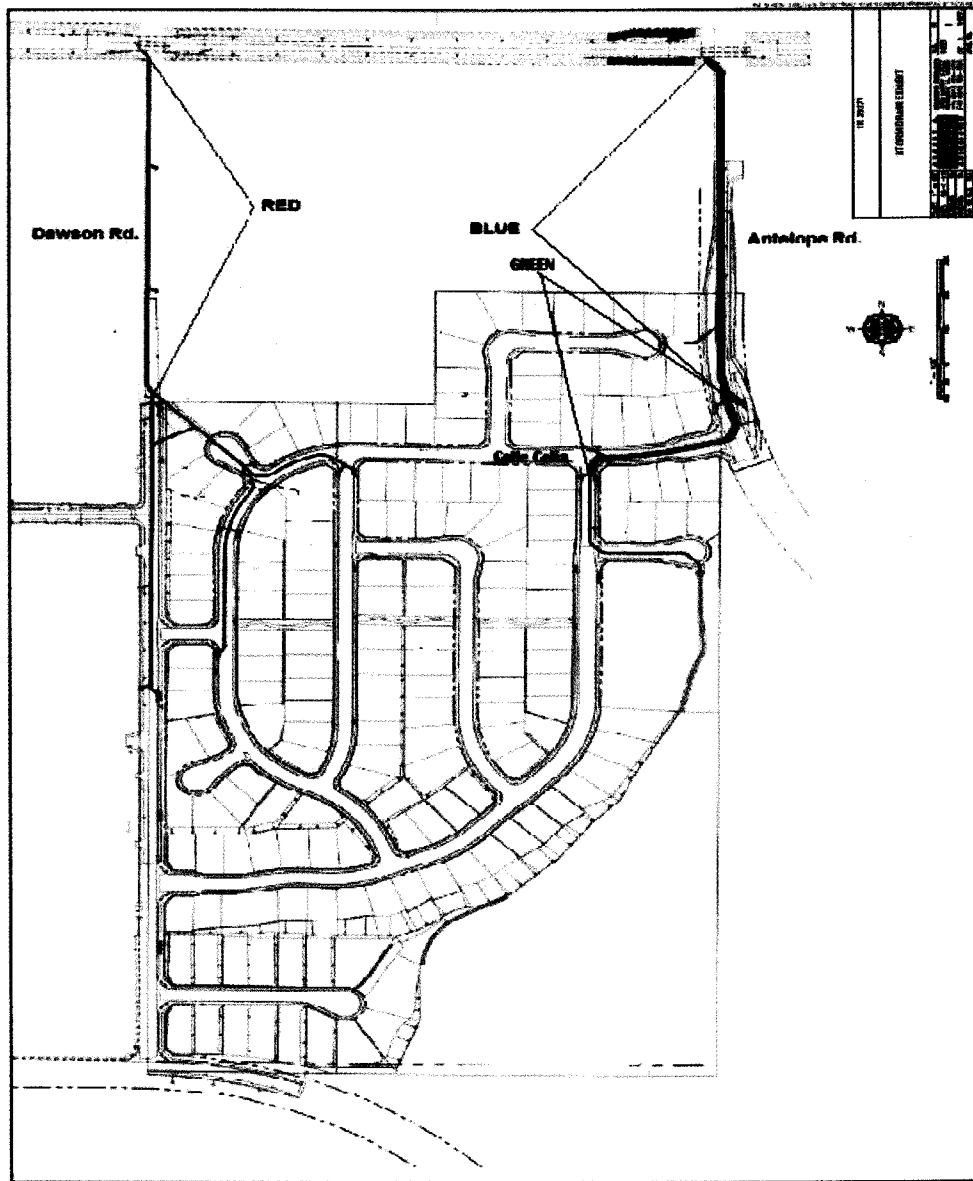
Romoland MDP Line A-17, Stage 1
Romoland MDP Line A-18, Stage 1
Romoland - Calle Celia Storm Drain

TR 29777

Project Nos. 4-0-00433, 4-0-00434 and 4-0-00435

Page 2 of 2

Exhibit B



COOPERATIVE AGREEMENT

Romoland MDP Line A-17, Stage 1
Romoland MDP Line A-18, Stage 1
Romoland - Calle Celia Storm Drain

TR 29777

Project Nos. 4-0-00433, 4-0-00434 and 4-0-00435

Page 1 of 1