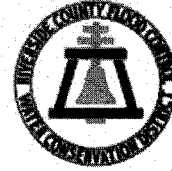


**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
11.1  
(ID # 8610)

**MEETING DATE:**

Tuesday, January 8, 2019

**FROM : FLOOD CONTROL DISTRICT:**

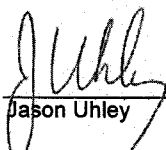
**SUBJECT: FLOOD CONTROL DISTRICT:** Adoption of Resolution No. F2019-01 Considering an Environmental Impact Report (SCH#2002011078) for Development of Tentative Tract Numbers 30386 and 30387, Making Responsible Agency Findings Approvals for the Project Pursuant to the Provisions of the California Environmental Quality Act (CEQA), and Issuing Certain Limited Approvals as a Responsible Agency for the Calimesa – Garden Air Way Storm Drain (Tract No. 30386); Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Calimesa, on behalf of its Community Facilities District 2013-1 (JP Ranch) (CFD), and Western Pacific Housing, Inc. for Calimesa – Garden Air Way Storm Drain, Stage 1, Project No. 5-0-00167 (Tract No. 30386), CEQA Nothing Further is Required, District 5. [\$0]

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

1. Adopt Resolution No. F2019-01, Considering an Environmental Impact Report (EIR) (SCH#2002011078) for Development of Tentative Tract Numbers 30386 and 30387, Making Responsible Agency Findings Pursuant to the Provisions of the California Environmental Quality Act (CEQA), and Issuing Certain Limited Approvals as a Responsible Agency for the Calimesa – Garden Air Way Storm Drain (Tract No. 30386);

Continued on page 2

**ACTION: Policy**

  
Jason Uhley

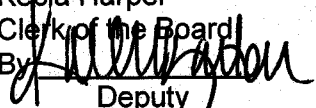
12/20/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 8, 2019  
xc: Flood, Recorder

Kecia Harper  
Clerk of the Board  
By   
Deputy

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

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

1. Find that nothing further is required under CEQA because all potentially significant effects have been adequately analyzed in an earlier certified EIR and have been avoided or mitigated pursuant to that earlier EIR;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Calimesa (City), on behalf of its Community Facilities District 2013-1 (JP Ranch) (CFD), and Western Pacific Housing, Inc. (Developer) and authorize the Chairman of the Board to execute the same on behalf of the District;
3. Direct the Clerk of the Board to return four (4) copies of the executed Cooperative Agreement to the District; and
2. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

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

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

**BACKGROUND:**

**Summary**

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 30386, are to be constructed by the Developer and inspected, operated and maintained by the District, City, and Developer.

The Cooperative 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.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of (i) approximately 1,025 lineal feet of underground storm drain system (Line G); (ii) approximately 22 lineal feet of 84-inch reinforced concrete pipe and drop inlet (Lateral G-14); (iii) approximately 26 lineal feet of 84-inch reinforced concrete pipe and drop inlet (Lateral G-15); (iv) certain riprap structures; and (v) certain portions of maintenance access roads.

The City will assume ownership and responsibility for the operation and maintenance for the following facilities that are located within City or CFD rights of way: (i) certain storm drain systems that are greater than 36 inches in diameter (Lateral G-1, Lateral G-3 and Line P); and (ii) the project's associated catch basins, inlets, outlets, grouted riprap, a portion of a certain maintenance access road, curbs and gutters, concrete v-drains, connector pipes, and various lateral storm drains that are 36 inches or less in diameter that are located within City and/or

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

CFD rights of way. The City will also assume responsibility for the maintenance of the onsite conservation area, pursuant to the City's adopted Habitat Mitigation and Monitoring Plan.

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

As detailed in the attached Resolution, pursuant to CEQA, the City's Environmental Impact Report (EIR) was reviewed. The District, in its limited capacity as a Responsible Agency, finds that the City's EIR adequately covered the Cooperative Agreement, and no significant impacts will result from the Cooperative Agreement or the District's operation and maintenance of flood control facilities. Although the City adopted a Mitigation Monitoring and Reporting Program and a Habitat Mitigation and Monitoring Plan (HMMP), no mitigation is required for the District's future operation and maintenance of flood control facilities, and the District is not responsible for any construction related mitigation for this project, including the onsite mitigation area required and described in the HMMP. Therefore, nothing further is required under CEQA. Upon Board approval, the Clerk of the Board will file the attached NOD with the County Clerk.

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

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 30386. The principle beneficiaries are the future residents of the tract. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

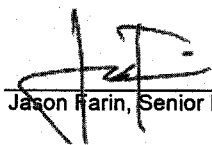
**Additional Fiscal Information**

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

**ATTACHMENTS:**

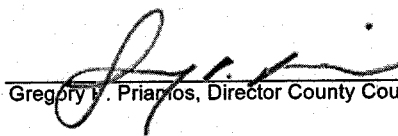
1. Vicinity Map
2. Cooperative Agreement
3. Notice of Determination and Authorization to Bill
4. Resolution No. F2019-01

RKM:blm  
P8/223846



Jason Farin, Senior Management Analyst

12/26/2018



Gregory V. Priamos, Director County Counsel

12/21/2018

Board of SupervisorsRiverside County Flood Control  
and Water Conservation DistrictRESOLUTION NO. F2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD  
CONTROL AND WATER CONSERVATION DISTRICT CONSIDERING AN ENVIRONMENTAL  
IMPACT REPORT FOR DEVELOPMENT OF TENTATIVE TRACT NUMBERS 30386 AND 30387,  
MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT, AND ISSUING CERTAIN LIMITED APPROVALS AS A  
RESPONSIBLE AGENCY FOR THE CALIMESA – GARDEN AIR WAY STORM DRAIN (TRACT  
NO. 30386)

**WHEREAS**, the Riverside County Flood Control and Water Conservation District ("District") has been asked to issue certain limited approvals for the Calimesa – Garden Air Way Storm Drain (Tract 30386), Stage 1 Cooperative Agreement. Specifically, the Cooperative Agreement will define the terms and conditions by which certain flood control facilities are to be inspected, accepted, operated, and maintained by the District. Following acceptance, the District will conduct ongoing maintenance of (i) approximately 1,025 lineal feet of underground storm drain system (Line G); (ii) approximately 22 lineal feet of 84-inch reinforced concrete pipe and drop inlet (Line G-14); (iii) approximately 26 lineal feet of 84-inch reinforced concrete pipe (G-15) and drop inlet; (iv) certain riprap structures; and (v) certain portions of maintenance access roads; and

**WHEREAS**, the "Project" is the approval and implementation of the cooperative agreement for the Calimesa – Garden Air Way Storm Drain (Tract No. 30386); and

**WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), an Environmental Impact Report ("EIR") for the development of tentative Tract Nos. 30386 and 30387 was previously prepared and certified by the City of Calimesa, as the CEQA Lead Agency on June 16, 2003 (State Clearinghouse No. 2002011078); and

**WHEREAS**, the City of Calimesa served as Lead Agency for the environmental review and analysis of Tentative Tract Map Nos. 30386 and 30387 ("TTM") pursuant to the requirements of CEQA; and

**WHEREAS**, the Lead Agency, at a noticed public meeting, reviewed and considered the EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the TTM, all oral and written comments received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and Reporting

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 12/20/18  
DATE: 12/20/18  
BY: CELIA J. MOSHREF-DANESH



1 Program, and approved the flood control facilities; and

2 **WHEREAS**, the District has limited approval and implementing authority over the Project and thus  
3 serves only as a Responsible Agency for the flood control facilities pursuant to the requirements of CEQA;  
4 and

5 **WHEREAS**, the District, as a Responsible Agency, has determined that the certified EIR adequately  
6 analyzes the potential environmental impacts associated with the District's limited role as a Responsible  
7 Agency related to the Project; and

8 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

9 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of  
10 Supervisors of the Riverside County Flood Control and Water Conservation District ("Board") assembled in  
11 regular session on January 8, 2019 in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor  
12 of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the evidence and  
13 testimony presented on the matter, both written and oral, including the EIR as it relates to the TTM, that:

14 **SECTION 1. CEQA Actions.**

15 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA Compliance. In the  
16 District's limited role as a Responsible Agency under CEQA, the District has received, reviewed,  
17 and considered the information contained in the Environmental Impact Report (EIR) for the  
18 development of tentative Tract Numbers 30386 and 30387, the Initial Study, all comment letters,  
19 and other related documents. Based on this review, the Board, as the decision-making body for  
20 the District, finds that as to those potential environmental impacts within the District's powers and  
21 authorities as responsible agency, the EIR for the TTM contains a complete, objective, and  
22 accurate reporting of those potential impacts and reflects the independent judgment and analysis  
23 of the Board.

24 (b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of the CEQA Statutes and  
25 Guidelines, the District, in its limited capacity as a Responsible Agency, considered the EIR that  
26 was prepared by the Lead Agency and independently finds that the EIR adequately covers the  
27 District's plan check, inspection, and the operation and future maintenance of the flood control  
28 facilities that are the subject of the Cooperative Agreement. Furthermore, the District finds that  
no significant impacts will occur as a result of the inspection, operation, and future maintenance

of the proposed flood control facilities that are the subject of the Cooperative Agreement and no further analysis under CEQA is required.

- (c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation measures were made a condition of approval for the construction and operation of the development and related infrastructure, including flood control facilities, and a mitigation monitoring plan/program was adopted by the Lead Agency; however, the District finds that no mitigation measures are required for the Project.

SECTION 3. Approval of the Project. As required by State CEQA Guidelines section 15096 and in its limited role as Responsible Agency under CEQA, the Board hereby approves the Project.

SECTION 4. Notice of Determination. The Board hereby directs staff to file a Notice of Determination with the Riverside County Clerk within five (5) working days of the approval of the Project.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings in which these findings are based are located at the offices of the Clerk of the Board of Supervisors for the District, 4080 Lemon Street, 1<sup>st</sup> Floor, Riverside, CA 92501 and the District Office, 1995 Market Street, Riverside, CA 92501.

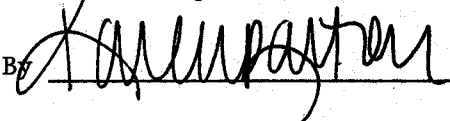
SECTION 6. Execution of Resolution and Agreement. The Clerk of the Board shall sign this Resolution, and the Clerk shall attest and certify to the passage and adoption thereof.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

Kecia R. Harper, Clerk of said Board

By  Deputy

**NOTICE OF DETERMINATION**

To: ☒ **Office of Planning and Research**  
 P.O. Box 3044  
 Sacramento, CA 95812-3044

**Responsible Agency: Riverside County Flood Control and Water Conservation District**  
 1995 Market Street  
 Riverside, CA 92501  
 Contact: Drew Marshall 951.955.4643

☒ **Riverside County Clerk**

2724 Gateway Drive  
 Riverside, CA 92501

**Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.**

**Lead Agency: City of Calimesa**  
 908 Park Avenue  
 Calimesa, CA 92320

1/10/19  
 Date

KB  
 Initial

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

**State Clearinghouse Number:** 2002011078

**Project Title:** Calimesa – Garden Air Way Storm Drain, Stage 1 Cooperative Agreement

**Project Location:** The project is located on private property in the city of Calimesa, north of Colonial Drive and west of Bryant Street. It lies in Township 2 South, Range 2 West, Section 13 of the El Casco USGS 7.5 Series Topographic Quadrangle map, Latitude/Longitude 33°59'47.89"N, 117° 2'8.04"W. The property's APN is 409-150-024.

**Project Description:** The project is a Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Calimesa (City) and Western Pacific Housing, Inc. (Developer). The Agreement defines responsibilities for ownership and maintenance of flood control facilities being constructed by the Developer. After construction, the District will take over ownership and maintenance responsibilities for specific facilities defined in the agreement including an underground storm drain system, culverts, riprap and access roads.

**CEQA Determination:** This is to advise that the Riverside County Flood Control and Water Conservation District, acting as a Responsible Agency by entering into a Cooperative Agreement for the future operation and maintenance of flood control facilities, has considered the Environmental Impact Report (EIR) adopted by the City of Calimesa in June 2003, and has made the following determinations regarding the project:

1. Accepting the flood control facilities as described in the Cooperative Agreement for future maintenance is within the scope of the City's EIR, and all environmental effects of the project have been adequately addressed, therefore, no further CEQA review is required.
2. Implementing the Cooperative Agreement will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for the project, and a mitigation monitoring plan/program was adopted by the Lead Agency. However, no mitigation measures are required related to the cooperative agreement and operation and maintenance of the flood control facilities.
4. A Statement of Overriding Considerations was adopted by the Lead Agency for this project. However, overriding considerations are not required for the operation and maintenance of the flood control facilities.
5. Findings were made pursuant to the provisions of CEQA.

**Documents Available for Review:** This is to certify that the 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.

**Responsible Agency Signature:**

Jason E. Uhley  
 Jason E. Uhley  
 General Manager-Chief Engineer  
 Riverside County Flood Control  
 and Water Conservation District

**Date:** 12/20/2018

JAN 08 2019 11.1

# RIVERSIDE COUNTY CLERK-RECORDER

## AUTHORIZATION TO BILL

### TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 11/7/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

#### ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660  
DEPT ID: 947140 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

#### REF:

CDFW Authorization to Bill for Calimesa - Garden Air Way SD Agreement (Tract No. 30386) - Proj. No. 137-3-90154-00-00-0000-000

EIR fee was previously paid on this project (SCH#2002011078). Therefore, please only bill Flood Control for the \$50 filing fee.

*See CDFW Receipt # 839419*

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:

Drew Marshall Ext 54643

CONTACT:

Joan Valle Ext 58856

### TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

06/19/2003 \*\* REPRINT \*\* 11:23AM

RECEIPT # 839419

Riverside County  
Clerk and Recorder  
2724 Gateway Drive  
Riverside, CA 92507

FROM : F&G 200300507  
BY : JETINENE

FISH FISH & GAME	850.00
FISH FISH & GAME	64.00
TOTAL FEE ----->	
	914.00
AMOUNT (Check) RECEIVED ----->	914.00
CHANGE ----->	
	0.00

1 Check Received  
Check #810264

\*\*\* RECEIPT \*\*\*

COOPERATIVE AGREEMENT  
Calimesa – Garden Air Way Storm Drain, Stage 1  
Project No. 5-0-00167  
Tract No. 30386

This Cooperative Agreement ("Agreement"), dated as of January 8, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Calimesa, a municipal corporation ("CITY"), on behalf of its Community Facilities District No. 2013-1 (JP Ranch), hereinafter called "CFD", and Western Pacific Housing, Inc. dba D.R. Horton America's Builder, a Delaware corporation.

RECITALS

A. DEVELOPER is the legal owner of record of certain real property identified as Assessor's Parcel Number 410-260-015 ("Tract No. 30386"), located within the city of Calimesa. DEVELOPER has submitted for approval Tract No. 30386. As a condition of approval for Tract No. 30386, 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. 30386 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, all as shown on District Drawing No. 5-0229, include construction of the following components of the Calimesa – Garden Air Way Storm Drain, Stage 1 (Project No. 5-0-00167):

(i) Line G ("LINE G")

Approximately 1,025 lineal feet of underground storm drain system, inlet structure with concrete wingwalls and an energy dissipator, as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof; and

(ii) Lateral G-14 ("LATERAL G-14")

Approximately 22 lineal feet of 84-inch reinforced concrete pipe and associated drop inlet, as shown in concept in purple on Exhibit "B"; and

(iii) Lateral G-15 ("LATERAL G-15")

Approximately 26 lineal feet of 84-inch reinforced concrete pipe and associated drop inlet, as shown in concept in red on Exhibit "B"; and

(iv) DISTRICT Riprap ("RCFC RIPRAP"), including the following segments, as shown in concept in aqua on Exhibit "B":

- a. Approximately 275 lineal feet of the riprap outlet structure located at the downstream terminus of Line G; and
- b. Grouted riprap located adjacent to the inlet structure for LINE G; and

(v) Maintenance Access Roads ("MAINTENANCE ACCESS ROADS")

The maintenance access roads with turnarounds and gates associated with LINE G, LATERAL G-14 and LATERAL G-15, including a portion of the maintenance access road located within Lot D, as shown in concept in green on Exhibit "B"; and

(vi) Altogether, LINE G, LATERAL G-14, LATERAL G-15, RCFC RIPRAP and MAINTENANCE ACCESS ROADS are hereinafter referred to as "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of:

(i) Lateral G-1 ("LATERAL G-1")

Approximately 84 lineal feet of underground storm drain system;  
and

(ii) Lateral G-3 ("LATERAL G-3")

Approximately 384 lineal feet of underground storm drain system;  
and

(iii) Line P ("LINE P")

Approximately 258 lineal feet of 54-inch reinforced concrete pipe  
and approximately 133 lineal feet of 36-inch reinforced concrete  
pipe; and

(iv) Appurtenances ("APPURTENANCES")

Certain catch basins, inlets, outlets, grouted riprap, except RCFC  
RIPRAP as otherwise shown on District Drawing No. 5-0229, a  
portion of the maintenance access road located within Lot D, curbs  
and gutters, concrete v-drains, connector pipes and various lateral  
storm drains that are thirty-six inches (36") or less in diameter that  
are located within CITY- or CFD-held easements or rights of way;  
and

(v) Together, LATERAL G-1, LATERAL G-3, LINE P and  
APPURTENANCES are called "CFD FACILITIES"; and

E. Altogether, DISTRICT FACILITIES and CFD FACILITIES are called  
"PROJECT"; and



F. Reference is made to a 2.92-acre portion of Lots C and D within DEVELOPER-held right of way, which has been called out for conservation ("CONSERVATION AREA"), pursuant to a California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement and as shown in concept cross-hatched in orange on Exhibit "C", attached hereto and made a part hereof. CONSERVATION AREA in no way impacts the construction, operation or maintenance of DISTRICT FACILITIES. It is anticipated that CONSERVATION AREA will be the subject of a future conservation easement in favor of a CDFW-approved entity; and

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

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

I. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT; (ii) inspect the construction of DISTRICT FACILITIES; and (iii) ultimately assume ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT 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 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 FACILITIES and CITY accepts ownership and responsibility for operation and maintenance of CFD FACILITIES; and

J. 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 FACILITIES and CFD FACILITIES; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY and CFD rights of way; and (v) accept ownership and responsibility for the operation and maintenance of CFD FACILITIES, 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 ("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: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8. herein, the estimated cost of providing construction

inspection for DISTRICT 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 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 FACILITIES within thirty (30) days after receipt of billing from DISTRICT.

4. [INTENTIONALLY DELETED]

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Tract No. 30386 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry as determined and approved by DISTRICT.

6. Prior to commencing construction, furnish DISTRICT 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 DISTRICT FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and the Western Riverside County Regional Conservation Authority.

7. Provide 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 Tract No. 30386 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 FACILITIES as determined by DISTRICT. 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 FACILITIES are accepted by DISTRICT and CITY as complete; at which time, the bond amount may be reduced to ten percent (10%) 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. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to the recordation of the final map for Tract No. 30386 or any phase thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

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

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT 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 DISTRICT FACILITIES, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with 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 DISTRICT FACILITIES progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

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

15. Not permit any change to or modification of DISTRICT 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 regulations concerning confined space and maintain a safe working environment for DEVELOPER, CITY and DISTRICT employees on the site.

17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

18. DEVELOPER shall not commence operations until DISTRICT 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 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, CITY and CFD.

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, CITY and CFD, 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 \$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 DISTRICT, the County of Riverside, CITY and

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



E. Pollution Liability:

DEVELOPER's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If DEVELOPER's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER's construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

F. 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 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 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, 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 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 30 day Notice of Cancellation Endorsement.

iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five

(5) years, DISTRICT 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 and CITY's Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

vii. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.

ix. 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, 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 FACILITIES due, either in whole or in part, to said breach of this Agreement.

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

20. 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 requesting that (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES; and (ii) CITY conduct a final inspection of CFD FACILITIES.

21. Install all safety devices requested by DISTRICT, including but not limited to slope protection barriers, signage and fencing ("SAFETY DEVICES") at inlet and outlet locations. SAFETY DEVICES shall be subject to DISTRICT's approval.

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 DISTRICT FACILITIES and CFD FACILITIES, but prior to DISTRICT acceptance of DISTRICT 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 FACILITIES as shown in concept in magenta on Exhibit "D", attached hereto and made a part hereof. 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 fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases

(recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

24. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT's acceptance of DISTRICT FACILITIES construction as being complete; and (ii) CITY accepts ownership and responsibility for the operation and maintenance of CFD FACILITIES.

25. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT FACILITIES and CFD FACILITIES until such time as (i) DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance; and (ii) CFD FACILITIES are formally accepted by CITY for ownership, operation and maintenance.

26. 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.

27. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES and CITY acceptance of CFD FACILITIES 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.

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

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide 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.10.
5. Inspect DISTRICT 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 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 FACILITIES as being complete.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES from DEVELOPER upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20.; (ii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.27.; (iv) recordation of all conveyance documents described in Section I.22.; (v) CITY acceptance of CFD FACILITIES for ownership, operation and maintenance; and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

### SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet City standards and are found acceptable to CITY 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 Cooperative 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 FACILITIES, and re-convey sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
7. Accept ownership and sole responsibility for the operation and maintenance of CFD FACILITIES from DEVELOPER upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.
8. Not grant any occupancy permits for any units within any portion of Tract No. 30386 or any phase thereof until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

#### SECTION IV

It is further mutually agreed:

1. All 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 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. It is mutually understood that prior to DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

4. It is mutually understood that prior to CITY's acceptance of ownership and responsibility for the operation and maintenance of CFD FACILITIES, CFD FACILITIES shall be in a satisfactorily maintained condition as solely determined by CITY. If, in the sole discretion of CITY, CFD FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

5. 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 costs incurred.

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

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

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

8. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and 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 of granting permission for overtime work shall be only made by the mutual consent 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 (i) Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside; and (ii) the Calimesa Municipal Code.

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

the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

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

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

Developer shall have the right to adjust, settle or compromise any claim for personal injuries or property damages where the plaintiff only receives monetary damages and there is no statement or recognition of DISTRICT, the County of Riverside, CITY or CFD liability for said damages. DISTRICT, the County of Riverside, CITY or CFD, as respects the claims against them, shall be entitled to consent to any adjustment, settlement or compromise of any claim relating to 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 natural drainage patterns or the discharge of drainage within or from PROJECT or any adjustment, settlement or compromise involving

obligations by DISTRICT, the County of Riverside, CITY or CFD for future maintenance, reconstruction or actions by DISTRICT, CITY or CFD.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT, the County of Riverside, CITY and CFD the appropriate form of dismissal (or similar document) relieving DISTRICT, the County of Riverside, CITY or CFD 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, the County of Riverside, CITY and CFD 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, the County of Riverside, CITY or CFD to the fullest extent allowed by law.

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

FACILITIES after the acceptance of DISTRICT FACILITIES and CFD FACILITIES by DISTRICT and CITY, respectively.

11. Any waiver by DISTRICT, the County of Riverside, CITY or CFD 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, the County of Riverside, CITY or CFD 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, the County of Riverside, CITY or CFD from enforcement hereof.

12. 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:

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

To CITY/CFD: CITY OF CALIMESA  
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (JP RANCH)  
c/o City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
Attn: City Manager

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

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

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



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

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

JAN 08 2019

(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 Karen Spiegel  
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  
Calimesa – Garden Air Way Storm Drain, Stage 1  
Project No. 5-0-00167  
Tract No. 30386  
11/27/18  
RKM:blm

**CITY OF CALIMESA, on behalf of its  
Community Facilities District No. 2013-1  
(JP Ranch)**

By: Jeffrey Hewitt  
JEFFREY HEWITT  
Mayor

APPROVED AS TO FORM:

By: Kevin G. Ennis  
KEVIN G. ENNIS  
City Attorney


ATTEST:

By: Darlene Gerdes  
DARLENE GERDES  
City Clerk

(SEAL)

Cooperative Agreement  
Calimesa – Garden Air Way Storm Drain, Stage 1  
Project No. 5-0-00167  
Tract No. 30386  
11/27/18  
RKM:blm

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

By:   
TODD FUNK  
Assistant Vice President

(ATTACH NOTARY ACKNOWLEDGEMENT  
WITH CAPACITY STATEMENT)

Cooperative Agreement  
Calimesa – Garden Air Way Storm Drain, Stage 1  
Project No. 5-0-00167  
Tract No. 30386  
11/27/18  
RKM:blm

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA                    )  
  ) SS.  
COUNTY OF RIVERSIDE                )

On December 19, 2018 before me, Megan Kay Whieldon, Notary Public, personally appeared Todd Funk who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person 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

*Megan Kay Whieldon*  
Megan Kay Whieldon, Notary Public



(Seal)

**Exhibit A**  
**Legal Description**

APN NO: 410-260-015-5

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY THEREOF.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO HARRY V. SLACK AND RUBY B. SLACK IN DEED RECORDED OCTOBER 26, 1960, IN BOOK 2789, PAGE 414, AS INSTRUMENT NO. 92412 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SAN GORGONIO PASS WATER AGENCY, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER CALLED SGPWA, REFERRED TO AS "SGP-114 (UNIT A)" AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 11, 2003 AS INSTRUMENT NO. 2003-100002 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 69 AND "A" THROUGH "P", OF TRACT NO. 30386-1, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP ON FILE IN BOOK 419, PAGES 48 THROUGH 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 108 AND "A" THROUGH "L", OF TRACT NO. 30386-2, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY A MAP ON FILE IN BOOK 419, PAGES 59 THROUGH 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 13; THENCE ALONG THE SOUTHERLY LINE OF SAID FRACTIONAL SECTION 13 SOUTH  $86^{\circ}42'48''$  WEST 427.37 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT NO. 30386-1; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY OF SAID TRACT NO. 30386-1 THE FOLLOWING COURSES: NORTH  $16^{\circ}00'06''$  EAST 0.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2460.00 FEET; THENCE ALONG SAID CURVE NORTHEASTERLY 254.04 FEET THROUGH A CENTRAL ANGLE OF  $05^{\circ}55'01''$  TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2540.00 FEET; THENCE ALONG SAID CURVE NORTHEASTERLY 367.32 FEET THROUGH A CENTRAL ANGLE OF  $08^{\circ}17'09''$ ; THENCE NON-TANGENT FROM SAID CURVE NORTH  $62^{\circ}53'05''$  EAST 35.23 FEET; THENCE NORTH  $12^{\circ}51'49''$  EAST 37.00 FEET; THENCE SOUTH  $77^{\circ}08'11''$  EAST 0.21 FEET; THENCE NORTH  $12^{\circ}51'49''$  EAST 37.00 FEET; THENCE NORTH  $36^{\circ}43'02''$  WEST 35.46 FEET; THENCE NORTH  $12^{\circ}51'06''$  EAST 745.12 FEET TO THE BEGINNING OF A TANGENT CURVE

## Exhibit A

### Legal Description

CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2640.00 FEET; THENCE ALONG SAID CURVE NORTHERLY 147.62 FEET THROUGH A CENTRAL ANGLE OF 03°12'14"; THENCE NON-TANGENT FROM SAID CURVE NORTH 59°15'23" EAST 3.50 FEET TO THE EASTERLY LINE OF SAID FRACTIONAL SECTION 13; THENCE LEAVING SAID EASTERLY BOUNDARY OF TRACT NO. 30386-1 ALONG SAID EASTERLY LINE SOUTH 00°17'04" EAST 698.66 FEET TO A POINT ON THE NORTHERLY LINE OF THE LAND CONVEYED TO THE SAN GORGONIO PASS WATER AGENCY, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER CALLED SGPWA, REFERRED TO AS "SGP-114 (UNIT A)" AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 11, 2003 AS INSTRUMENT NO. 2003-100002 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER OF RIVERSIDE COUNTY; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID SGPWA LAND THE FOLLOWING COURSES: NORTH 78°52'06" WEST 60.40 FEET; THENCE SOUTH 31°23'15" WEST 70.49 FEET; THENCE SOUTH 05°37'129" WEST 181.63 FEET; THENCE NORTH 73°37'17" EAST 119.60 FEET TO A POINT ON SAID EASTERLY LINE OF FRACTIONAL SECTION 13; THENCE LEAVING SAID SGPWA LINE ALONG SAID EASTERLY LINE SOUTH 00°17'04" WEST 660.59 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH PARCEL 2 OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED TO JP RANCH LIMITED PARTNERSHIP, RECORDED FEBRUARY 2, 2006 AS INSTRUMENT NO. 2006-0080848 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER LINE INTERSECTION OF CALIFORNIA STREET AND THE SOUTH LINE OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, AS PER PLAT RECORDED IN BOOK 9 OF MAPS, PAGE 77, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 87° 44'15" EAST, 25.02 FEET; THENCE SOUTH 6.89 FEET TO A TANGENT CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 175 FEET THROUGH A CENTRAL ANGLE OF 31°00'10" AN ARC DISTANCE OF 94.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 175 FEET THROUGH A CENTRAL ANGLE OF 25°44'25" AN ARC DISTANCE OF 78.62 FEET; THENCE SOUTH 33-14'25" EAST, 98.54 FEET; THENCE NORTH 138.61 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION INCLUDED IN MYRTLEWOOD DRIVE.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL AND MINERALS RIGHTS, AS RESERVED BY RALF GODDARD AND LALA D. GODDARD, HUSBAND AND WIFE, IN DEED FILED FOR RECORD AUGUST 8, 1944, IN BOOK 637, PAGE 261, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO TOGETHER WITH PARCEL 3 OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED TO JP RANCH LIMITED PARTNERSHIP, RECORDED FEBRUARY 2, 2006 AS INSTRUMENT NO. 2006-0080848 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

### COOPERATIVE AGREEMENT

Calimesa – Garden Air Way Storm Drain, Stage 1

Project No. 5-0-00167

TR 30386

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**Exhibit A**  
**Legal Description**

THAT PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CALIFORNIA STREET AND THE SOUTH LINE OF SUBDIVISION NO. 7 OF A PART OF YUCAIPA VALLEY, AS PER PLAT RECORDED IN BOOK 9 OF MAPS, PAGE 77, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 87°48'40" EAST, A DISTANCE OF 25.02 FEET; THENCE SOUTH 00°00'36" WEST, A DISTANCE OF 6.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 175.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°44'35", AN ARC LENGTH OF 173.31 FEET, TO A POINT ON A NON-TANGENT LINE FROM WHICH THE RADIUS POINT BEARS NORTH 33°14'47" WEST; THENCE SOUTH 33°14'47" EAST, A DISTANCE OF 98.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 33°14'47" EAST, A DISTANCE OF 34.16 FEET, TO A POINT ON THE EAST LINE OF SAID WEST 1/2; THENCE NORTH 0°05' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 209.56 FEET TO A POINT OF CUSP ON A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 175.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 74°09'27" WEST; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°10'15", A DISTANCE OF 46.34 FEET, TO A POINT ON A NON-TANGENT LINE FROM WHICH THE RADIUS POINT BEARS NORTH 58°59'12" WEST; THENCE SOUTH 0°00'26" WEST, A DISTANCE OF 138.60 FEET TO THE TRUE POINT OF BEGINNING.

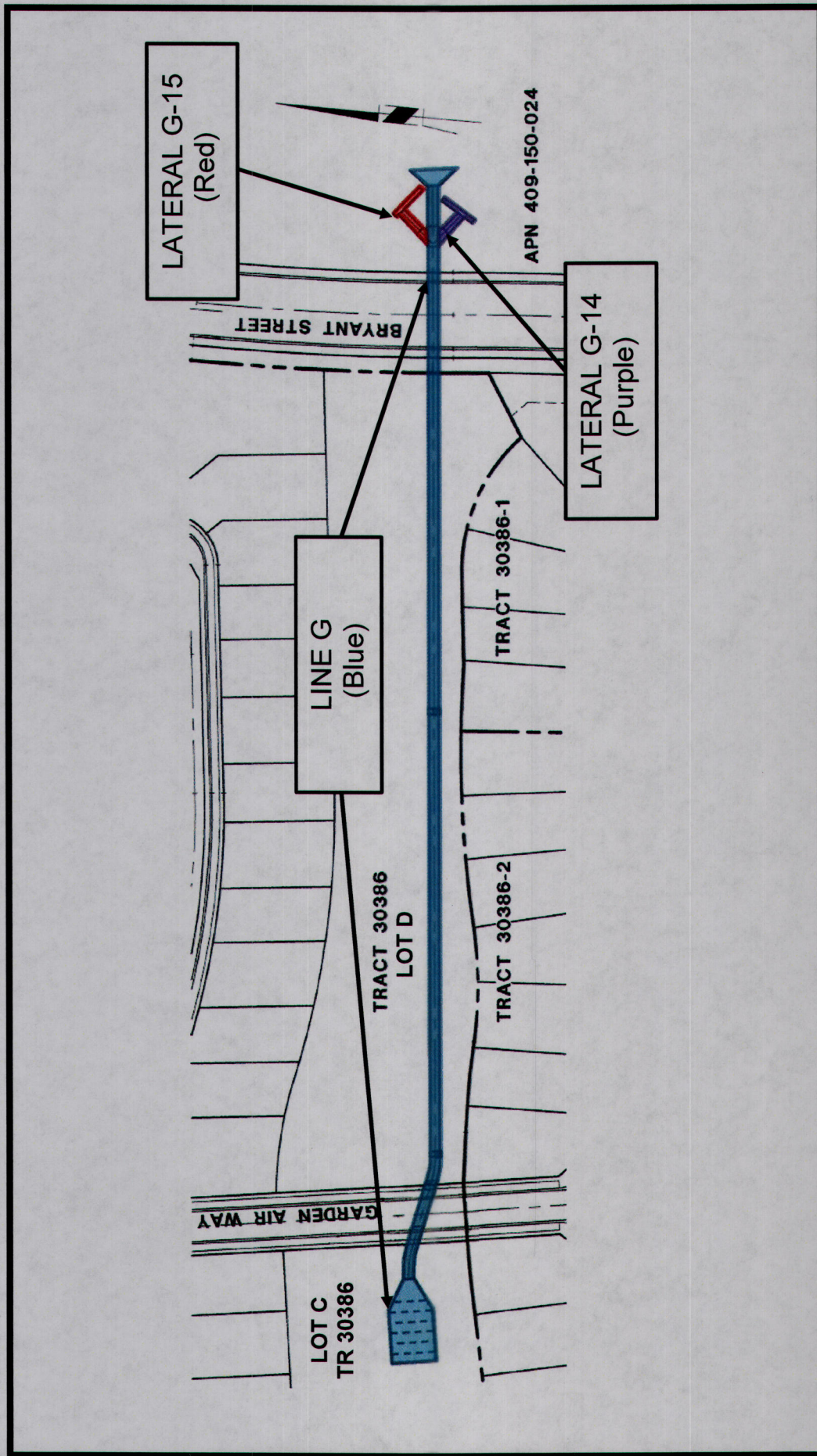
EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL AND MINERALS RIGHTS, AS RESERVED BY RALF GODDARD AND LALA D. GODDARD, HUSBAND AND WIFE, IN DEED FILED FOR RECORD AUGUST 8, 1944, IN BOOK 637, PAGE 261, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

BEING LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 1, 2011 AS FILE NO. 2011-0388150, OFFICIAL RECORDS.

EXCEPTING THAT PORTION THEREOF CONVEYED TO YUCAIPA VALLEY WATER DISTRICT IN GRANT DEED RECORDED MAY 15, 2014 AS INSTRUMENT NO. 2014-0177801, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

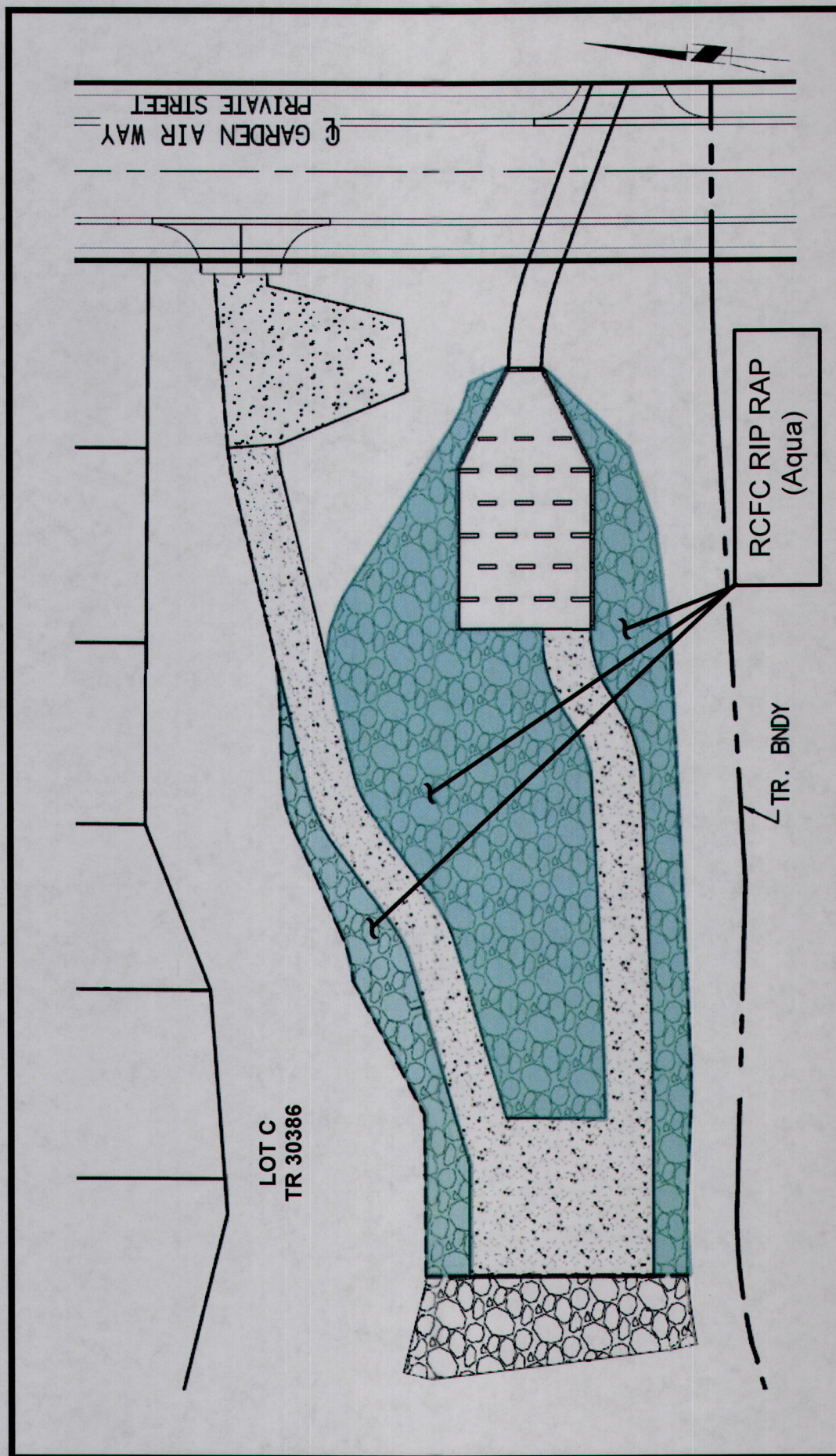


**Exhibit B**  
District Facilities



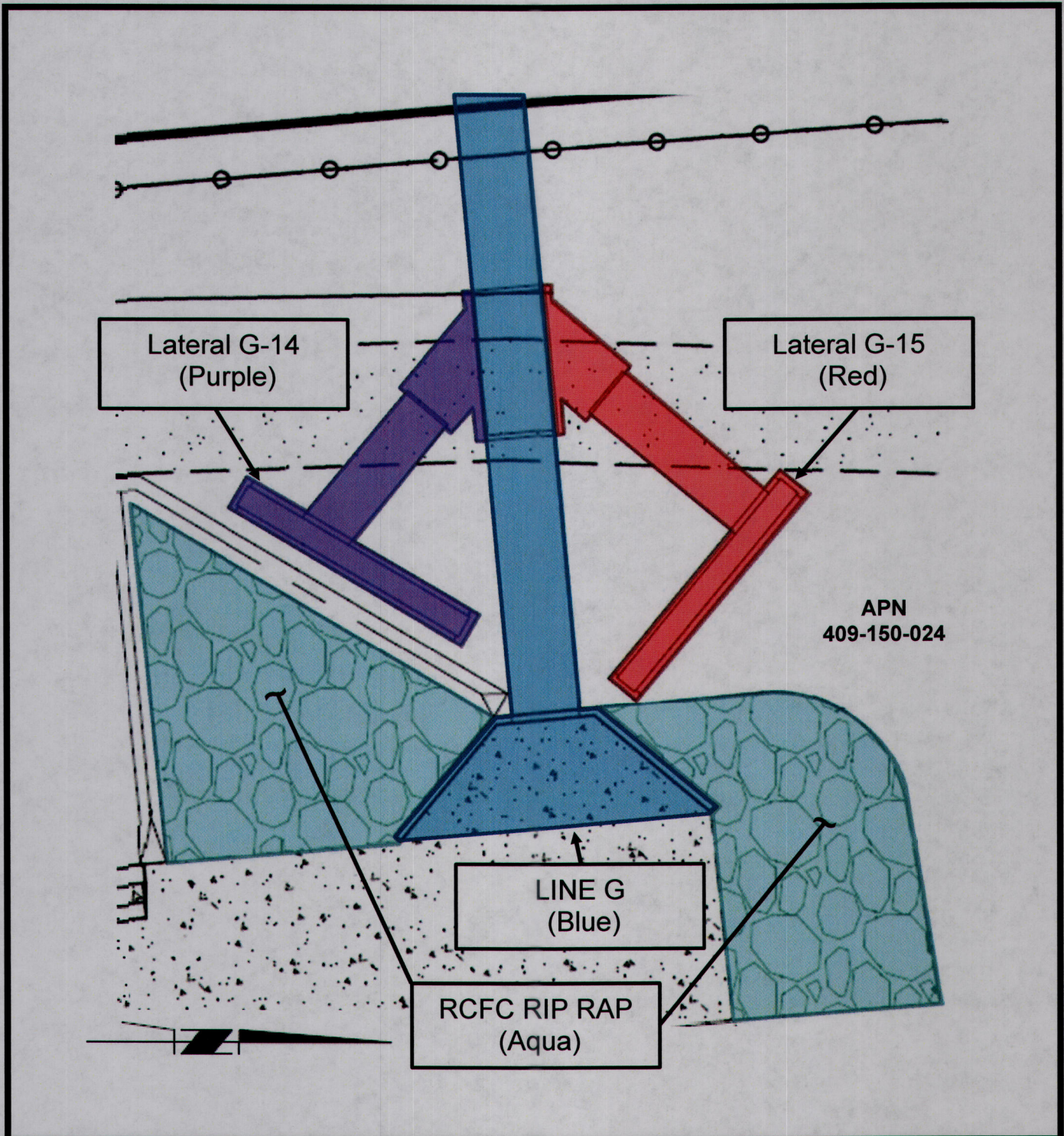


**Exhibit B**  
District Facilities





**Exhibit B**  
**District Facilities**





LOT C  
TR 30386

MAINTENANCE  
ACCESS ROADS  
(Green)

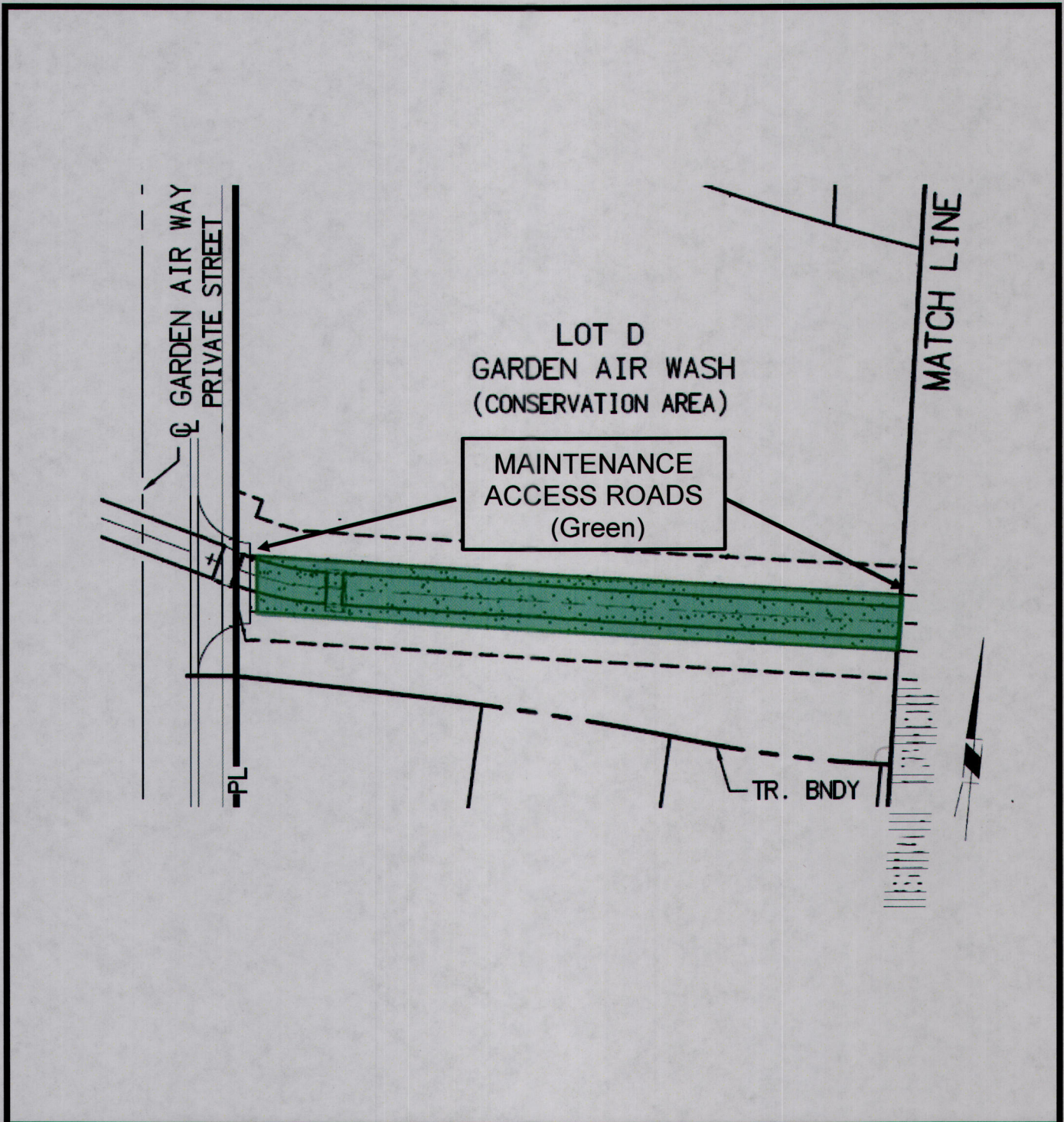
GARDEN AIR WAY  
PRIVATE STREET

TR. BNDY

**COOPERATIVE AGREEMENT**  
**Calimesa – Garden Air Way Storm Drain, Stage 1**  
 Project No. 5-0-00167  
 TR 30386  
 Page 4 of 8

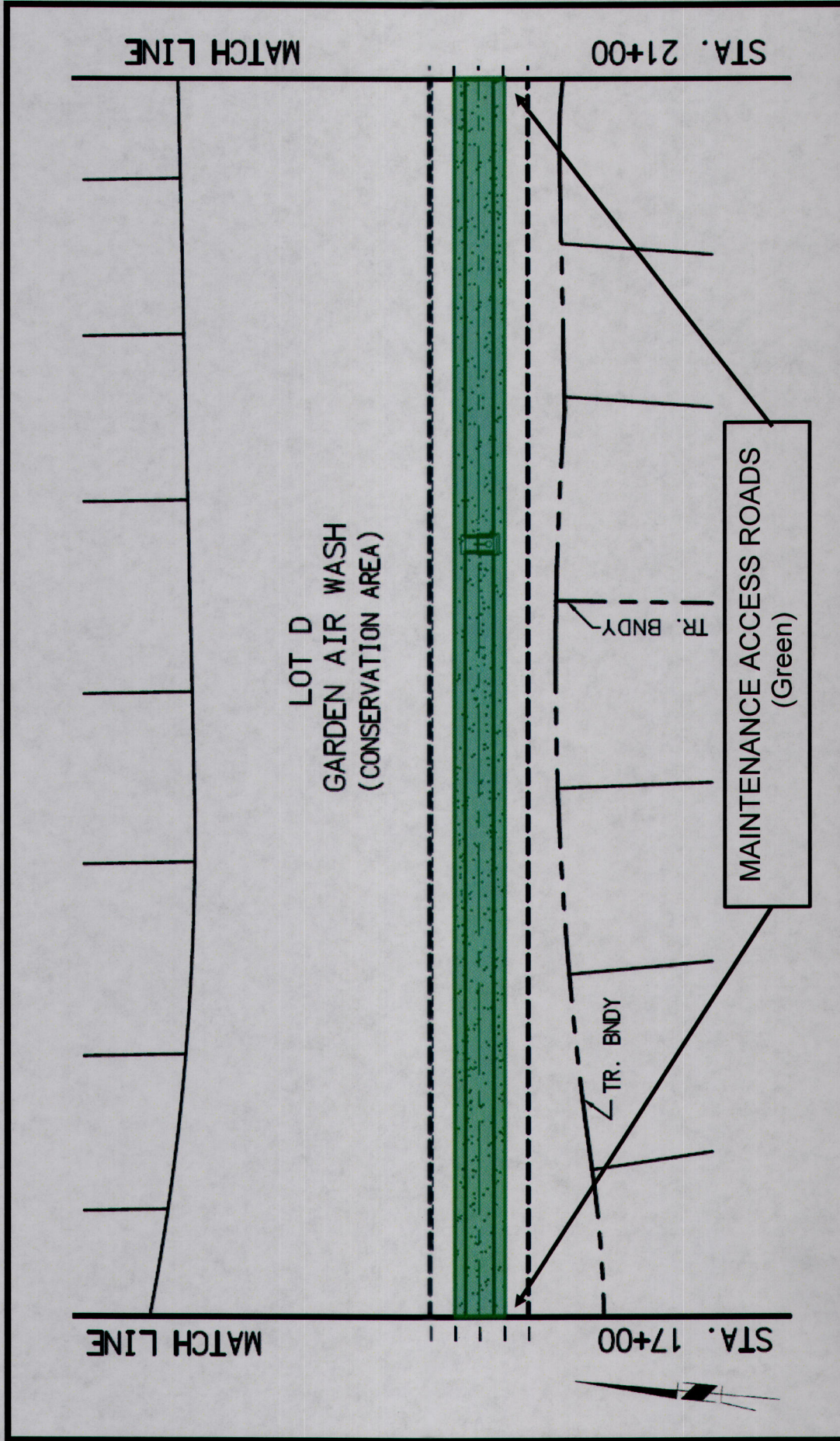


**Exhibit B**  
**District Facilities**



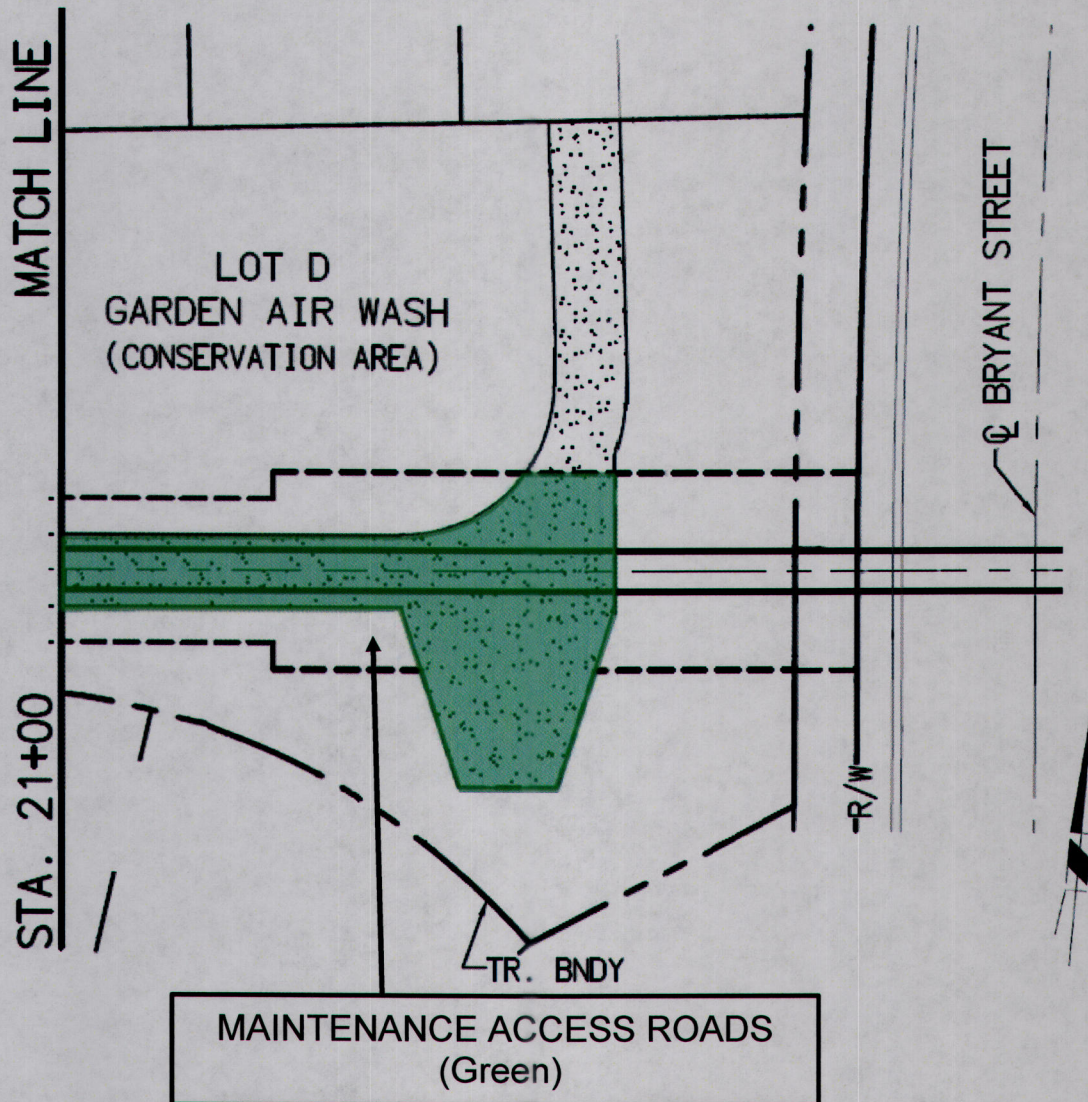


**Exhibit B**  
**District Facilities**



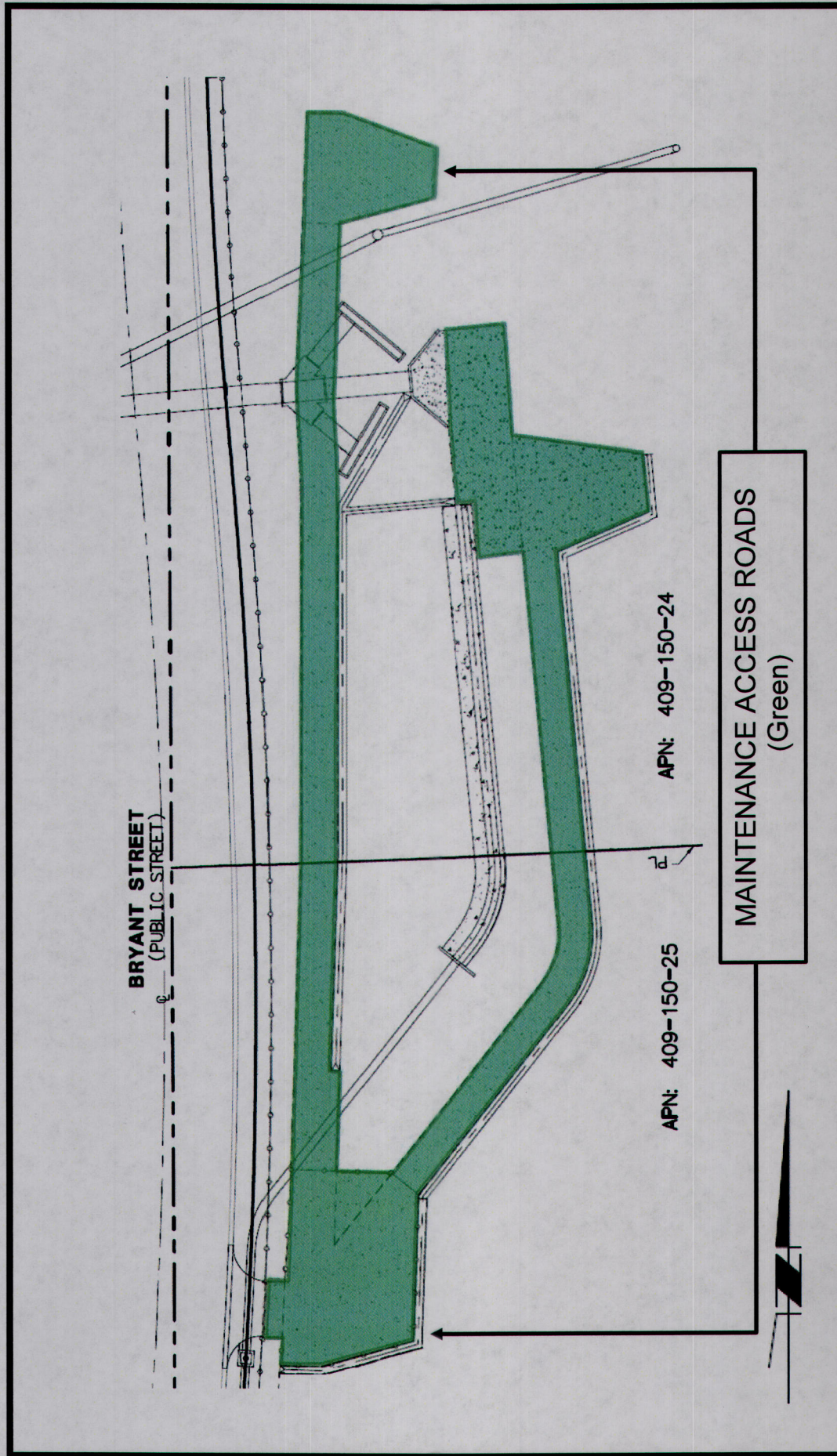


**Exhibit B**  
**District Facilities**



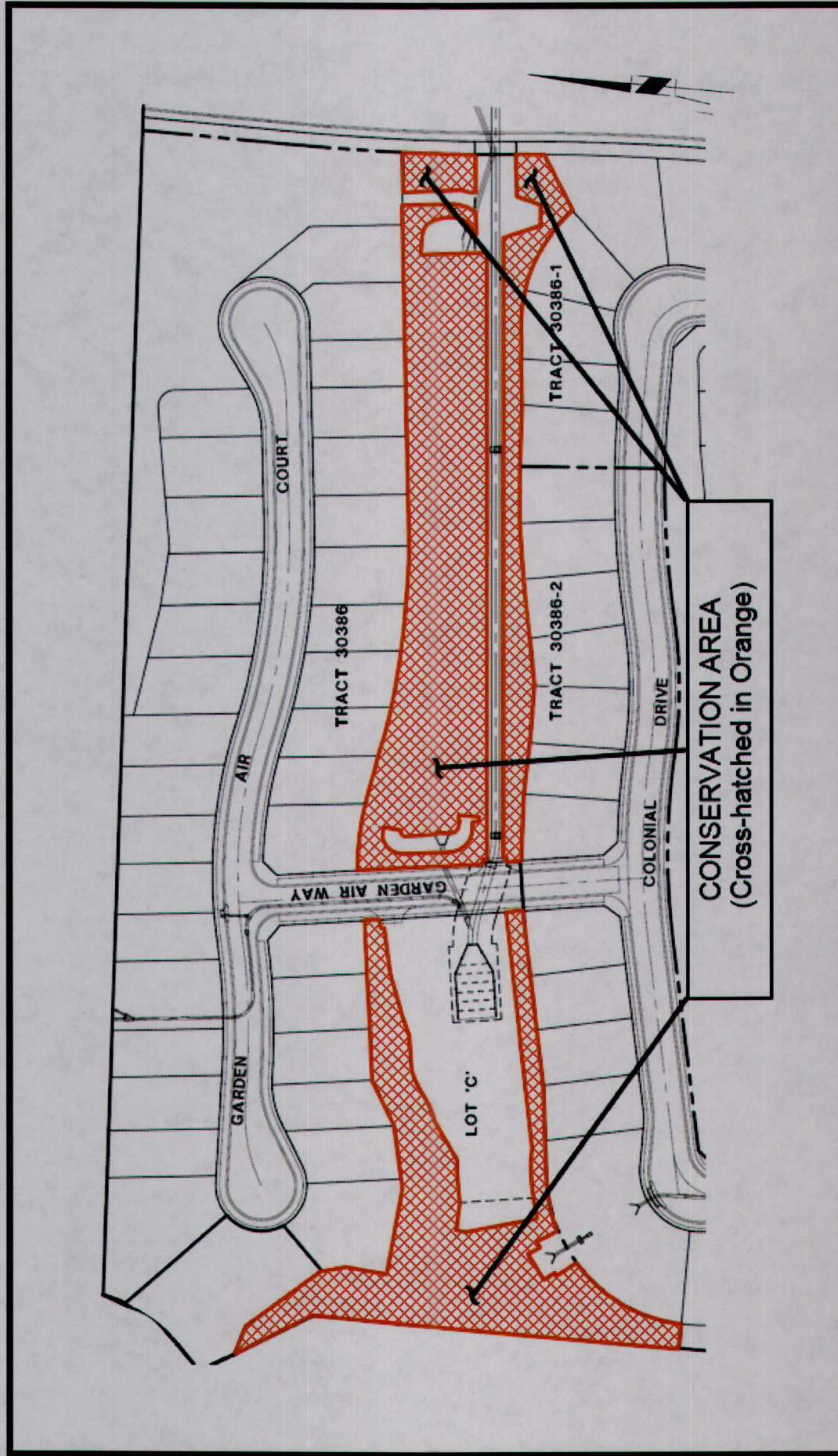


**Exhibit B**  
**District Facilities**



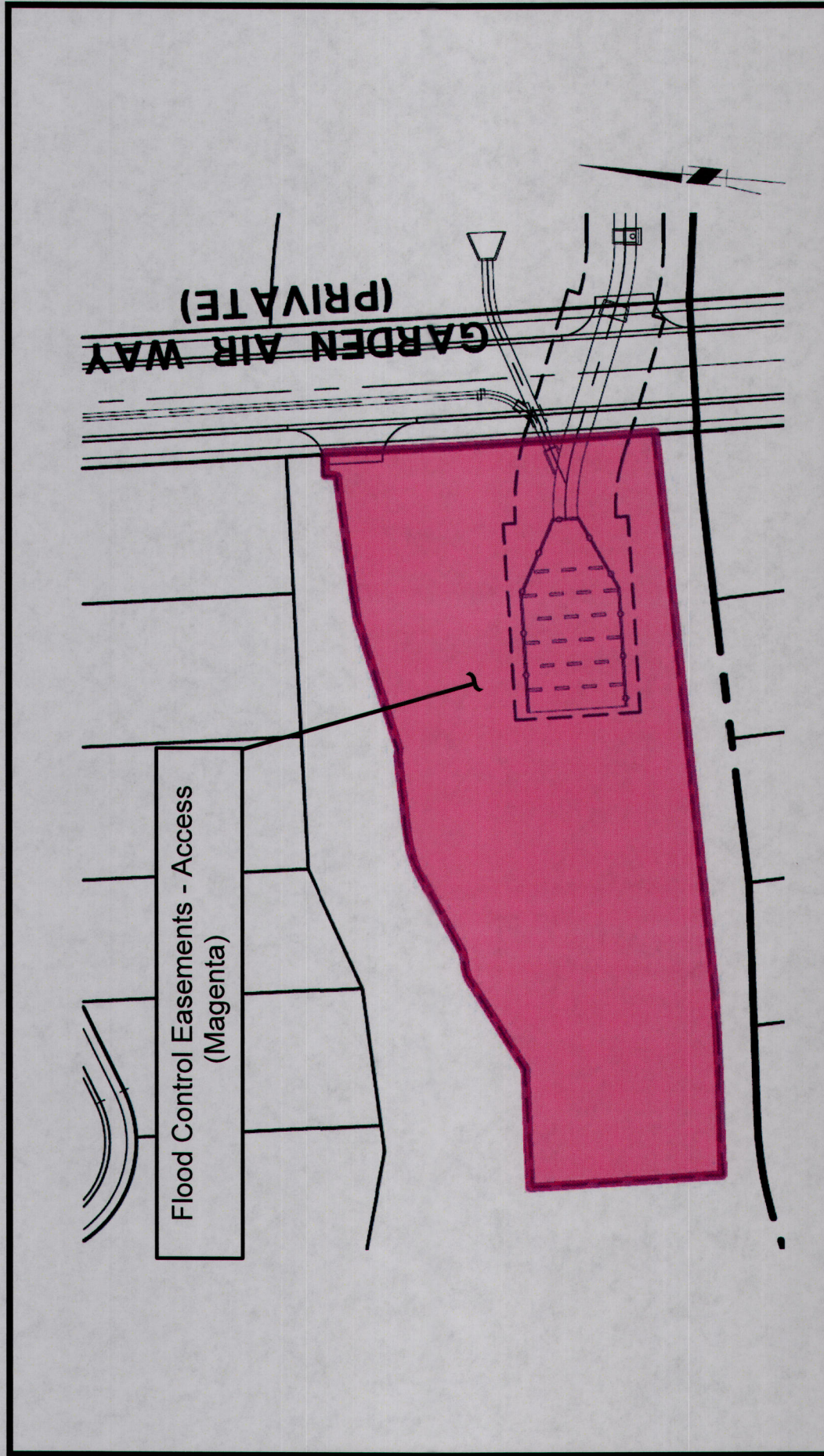


**Exhibit C**  
Conservation Area



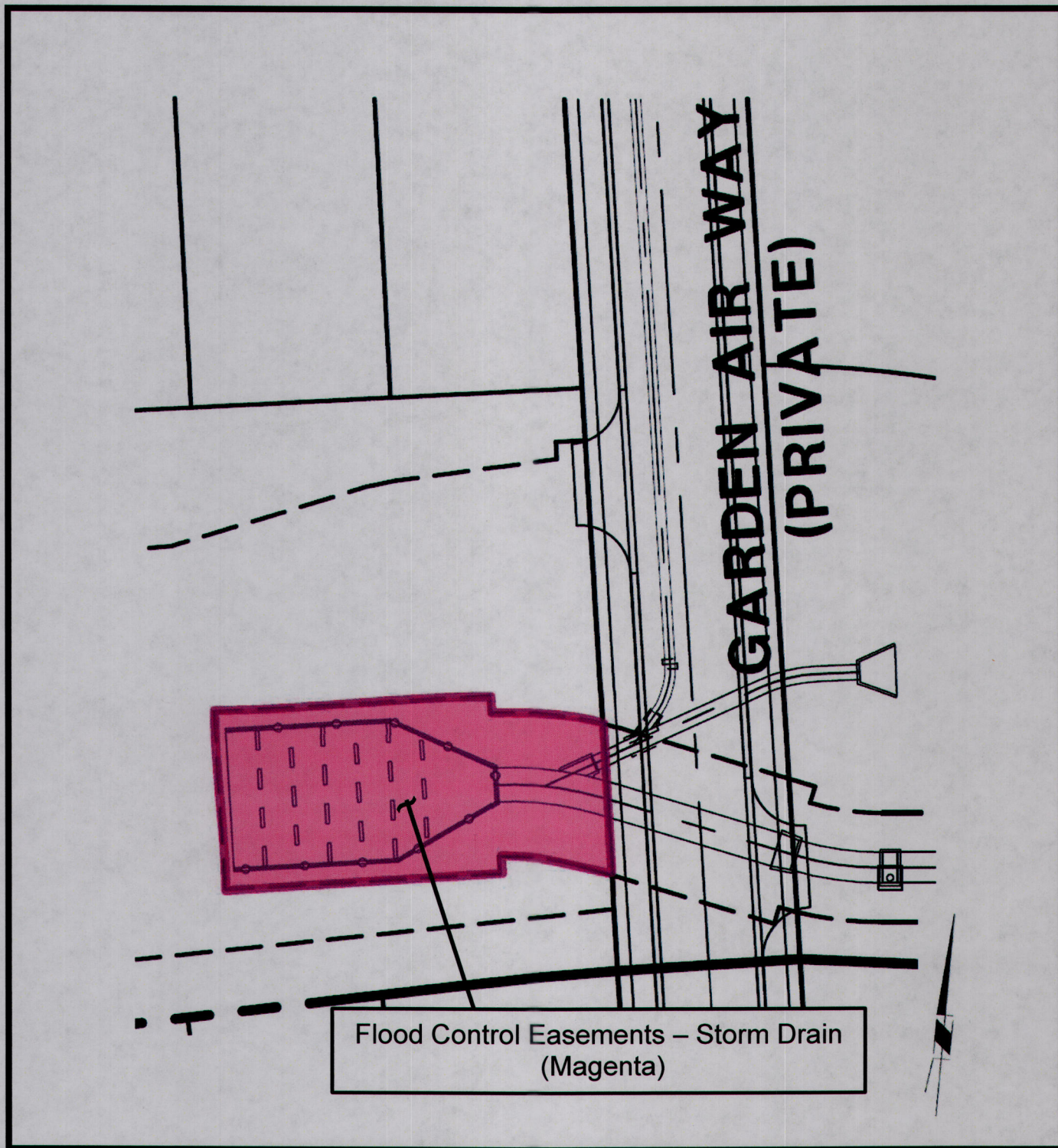


**Exhibit D**  
**Flood Control Easements**



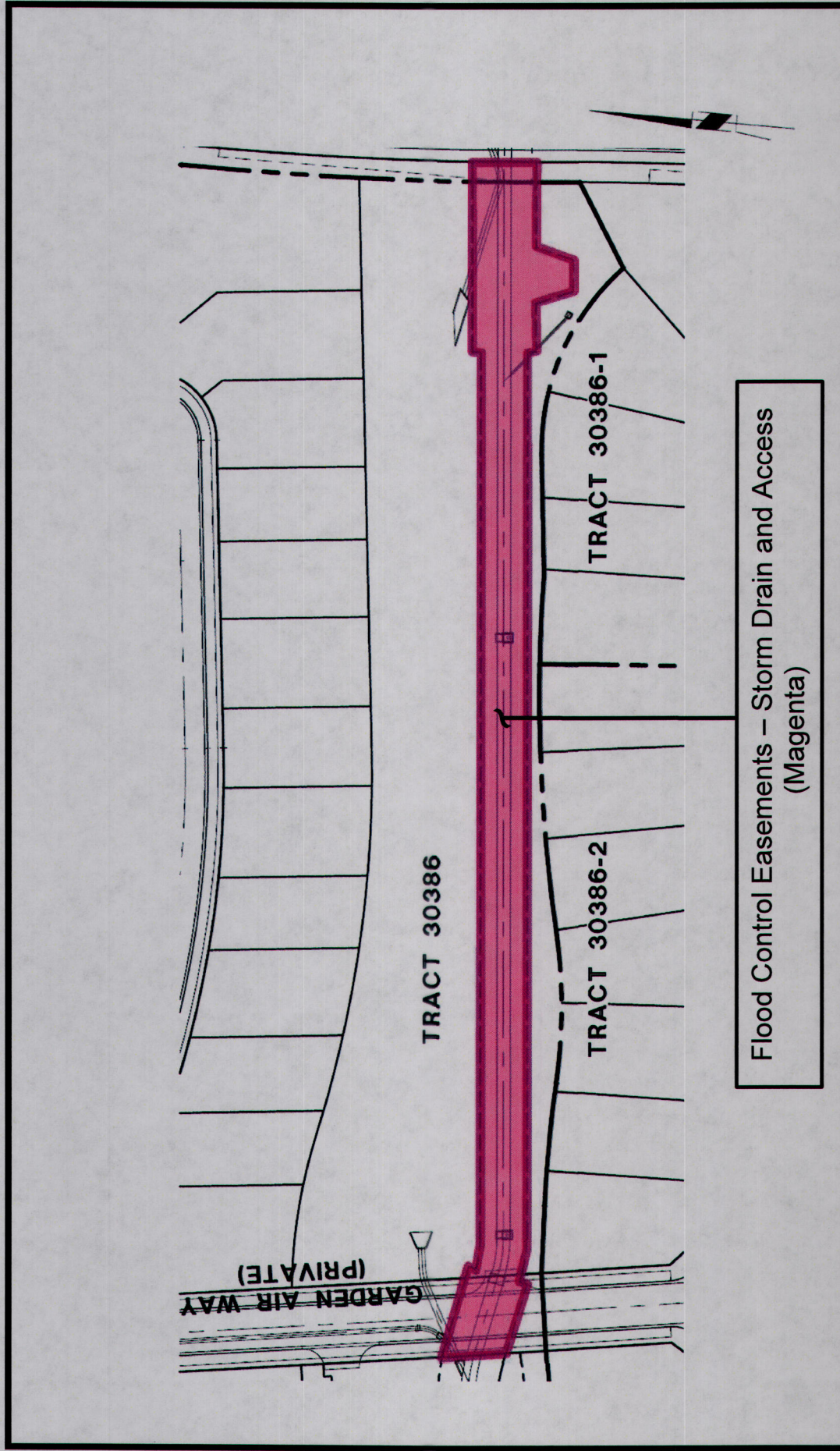


**Exhibit D**  
**Flood Control Easements**



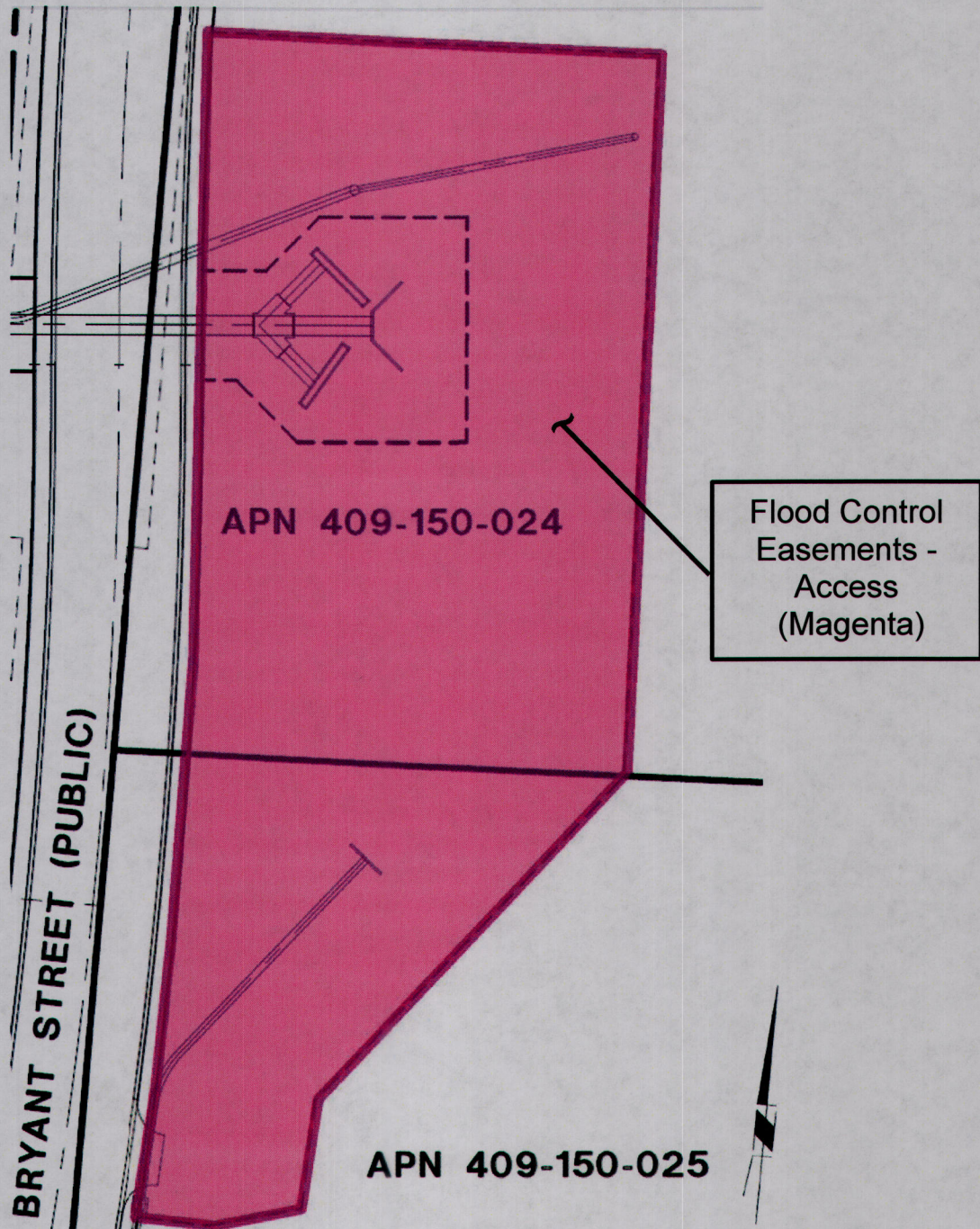


**Exhibit D**  
**Flood Control Easements**



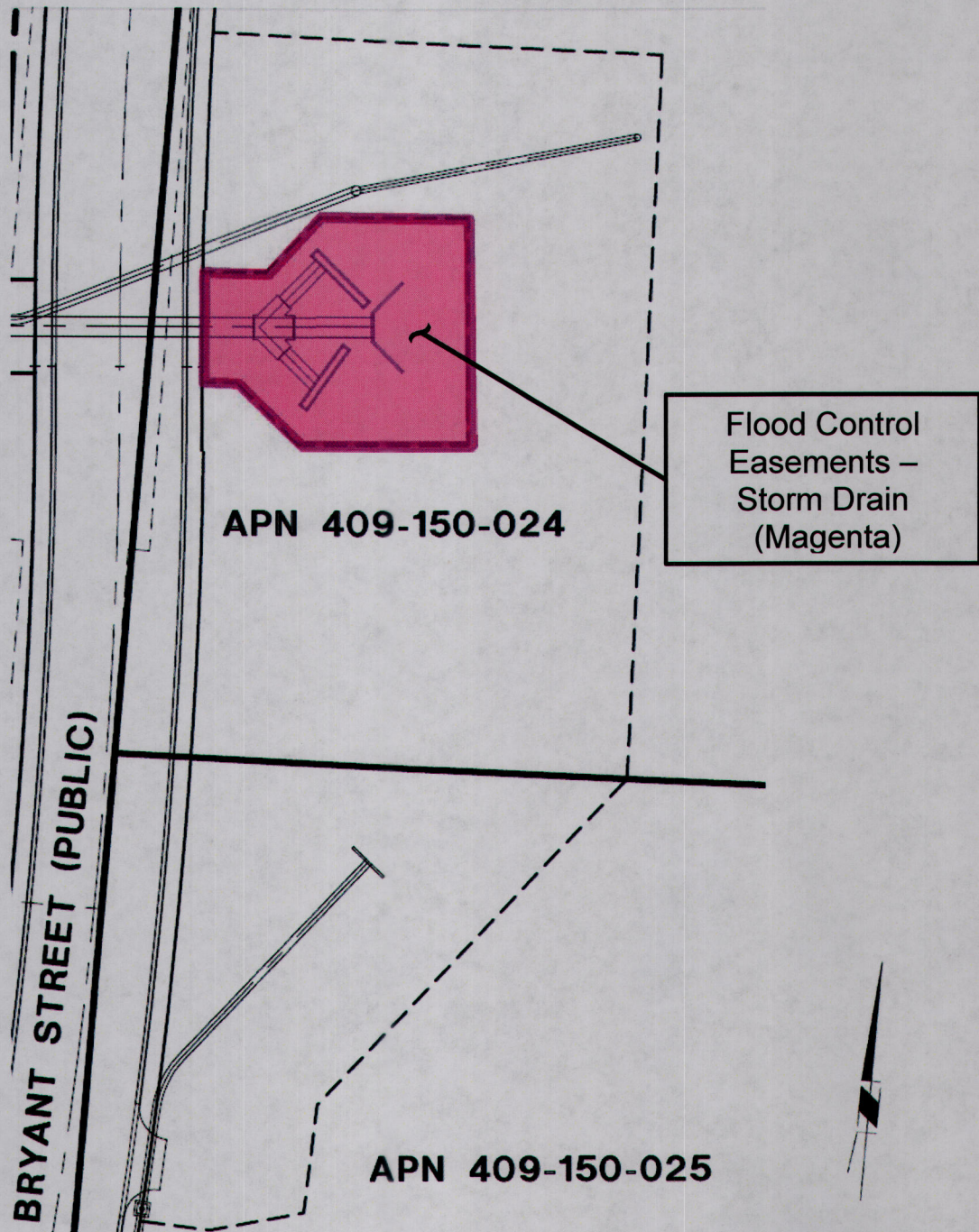


**Exhibit D**  
**Flood Control Easements**



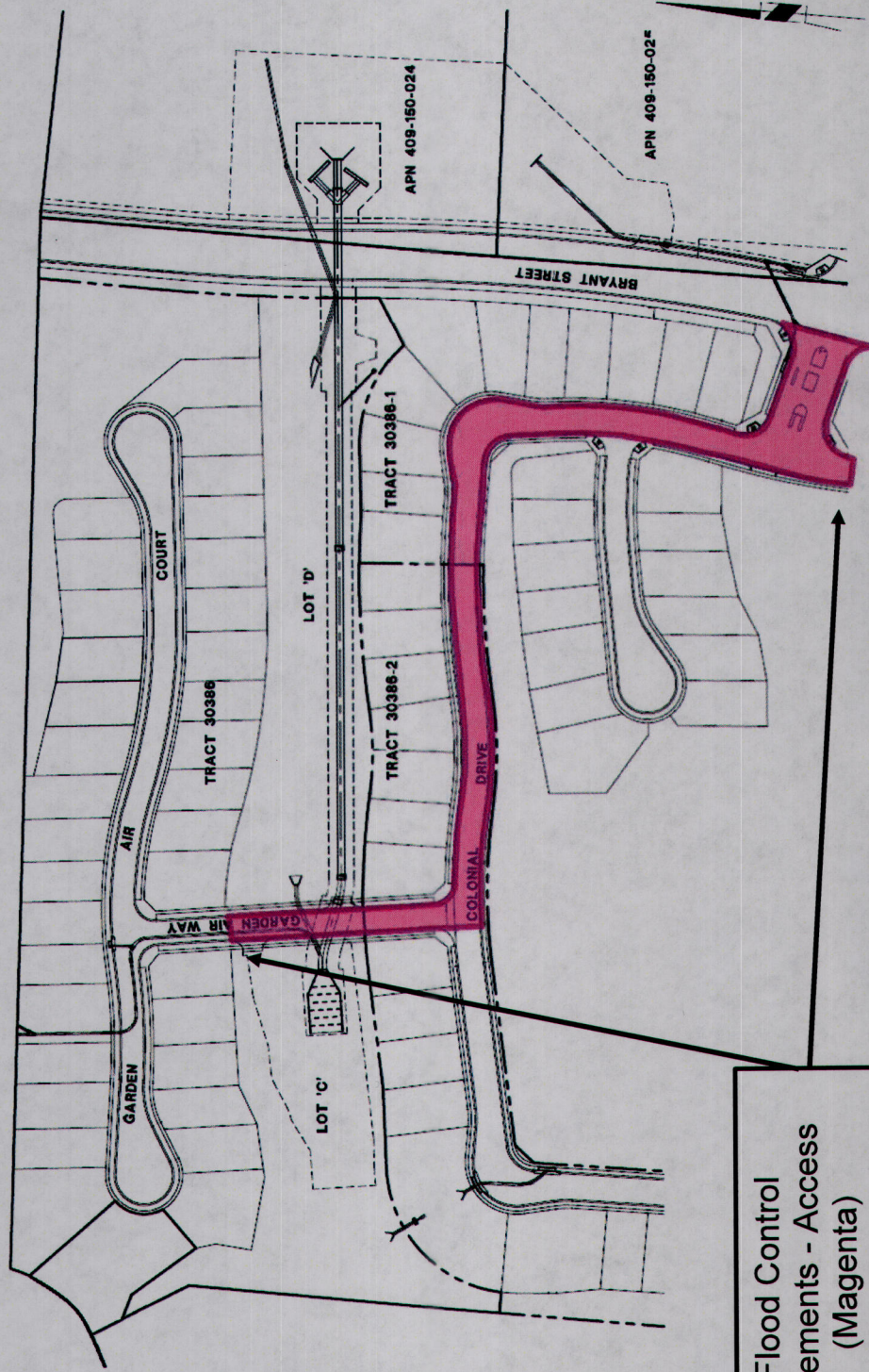


**Exhibit D**  
**Flood Control Easements**





**Exhibit D**  
**Flood Control Easements**



Flood Control  
Easements - Access  
(Magenta)