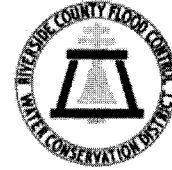


**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.2
(ID # 9308)

MEETING DATE:
Tuesday, April 9, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2019-08 Considering an Addendum to a Mitigated Negative Declaration for Tract 30837-1, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) and Issuing Certain Limited Approvals for the Cooperative Agreement, Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside and FVS Partners, LLC for Warm Springs Valley – Washington Street Storm Drain, Stage 1 and Warm Springs Valley – Yates Road Storm Drain, Stage 1 (Tract No. 30837-1), Project No. 7-0-00197 and 7-0-00198, District 3. [\$0] (Companion Item to MT Item No. 9197)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2019-08, Considering an Addendum to a Mitigated Negative Declaration for Tract No. 30837-1, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, and Issuing Certain Limited Approvals for the Cooperative Agreement;

Continued on page 2

ACTION: Policy

A handwritten signature in black ink, appearing to read "J. Uhley".

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: April 9, 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:

2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), and FVS Partners, LLC (Developer) for Warm Springs Valley – Washington Street Storm Drain, Stage 1 and Warm Springs Valley – Yates Road Storm Drain, Stage 1 (Tract No. 30837-1);
3. Authorize the Chairwoman to execute the Agreement documents on behalf of the District;
4. Direct the Clerk of the Board to return four (4) executed Cooperative Agreements to the District and one (1) executed Cooperative Agreement to the County; 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.

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 Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract No. 30837-1 are to be constructed by Developer and inspected, operated and maintained by the District, County 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 Warm Springs Valley – Washington Street Storm Drain, Stage 1 and Warm Springs Valley – Yates Road Storm Drain, Stage 1.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of approximately 4,451 lineal feet of underground storm drain system, including a riprap outlet structure and safety devices at inlet and outlet locations.

The Developer will assume ownership and responsibility for the operation and maintenance of a basin at the northeast corner of Washington Street and approximately 75 lineal feet of 42-inch reinforced concrete pipe along Abelia Street discharging to a District maintained facility.

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

The County will assume ownership and responsibility for the operation and maintenance of the project's associated curb inlets, outlet structures, curb and gutters, and lateral storm drains that are 36 inches or less in diameter located within County held easements or rights of way.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Transportation Department's agenda this same date.

Environmental Findings

Pursuant to Section 15096 of the State CEQA Guidelines, the District in its limited capacity as a Responsible Agency considered the Mitigated Negative Declaration (MND) that was prepared for Tentative Tract No. 30837 along with the February 2019 Addendum addressing the District facilities described above. District staff independently finds that the MND and Addendum adequately covers the District's plan check, inspection and future operation and maintenance of the District facilities that are the subject of the Agreement. No significant impacts will occur as a result of the plan check, inspection, operation 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 Notice of Determination (NOD) with the County Clerk within five working days of approval by the Board.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 30837-1. 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.

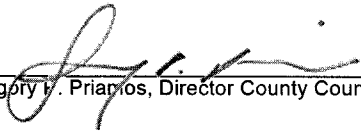
ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement
3. Resolution F2019-08
4. CEQA Addendum
5. Notice of Determination
6. Authorization to Bill

TRI:blm

P8/223973

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



Gregory V. Priamos, Director County Counsel 4/3/2019

Board of Supervisors

Riverside County Flood Control
and Water Conservation DistrictRESOLUTION NO. F2019-08A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT CONSIDERING AN ADDENDUM TO A MITIGATED NEGATIVE DECLARATION FOR TRACT 30837-1, MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ISSUING CERTAIN LIMITED APPROVALS FOR THE COOPERATIVE AGREEMENT

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") has been asked to issue certain limited approvals for the Warm Springs Valley – Washington Street and Yates Road Storm Drain, Stage 1 (TR 30837-1) Cooperative Agreement, specifically, the Cooperative Agreement will define the terms and conditions by which certain flood control facilities are to be plan checked, inspected, accepted, operated, and maintained by the District. Following acceptance, the District will conduct ongoing maintenance of approximately 4,409 lineal feet of underground 42-60 inch underground reinforced concrete pipe, Line A within Washington Street; approximately 42 lineal feet of 54-inch reinforced concrete pipe, Line B within Yates Road; and a replacement rip-rap outlet structure at the existing Benton Creek Channel;

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) ("CEQA"), a Mitigated Negative Declaration ("MND") for Change of Zone No. 6729 and Tentative Tract Map No. 30837 was previously prepared and adopted by the County of Riverside ("County") as the CEQA Lead Agency on July 29, 2004; and

WHEREAS, the County, as CEQA Lead Agency, adopted the MND, made mitigation measures a condition of approval, and adopted written environmental findings; and

WHEREAS, the District has more limited approval and implementing authority related to the acceptance of the above storm drain system associated with Tract 30837 for operation and maintenance, and thus serves only as a Responsible Agency pursuant to the requirements of CEQA; and

WHEREAS, a February 2019 Addendum ("Addendum") was prepared to address minor changes to the adopted MND; and

WHEREAS, the Addendum specifically addresses the changes to biological resources and hydrology related to the underground storm drains and the outfall replacement in the existing Benton Creek Channel,

FORM APPROVED COUNTY COUNSEL
BY: J. M. SHREFF-DANESH DATE: 04/13/19

and there are no new significant environmental effects that were not considered in the MND; and

WHEREAS, the District, as a Responsible Agency, has verified that the adopted MND and Addendum adequately analyzes the potential environmental impacts associated with the District's limited role as a Responsible Agency related to the District facilities included in the Cooperative Agreement; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("Board") assembled in regular session on April 9, 2019 in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the evidence and testimony presented on the matter, both written and oral, including the MND as it relates to the Cooperative Agreement, that:

SECTION 1. Incorporation of Recitals. The above recitations constitute findings of the Board with respect to the Cooperative Agreement and are incorporated herein;

SECTION 2. CEQA Actions.

(a) Consideration of the MND/Addendum and Adoption of Findings Regarding CEQA Compliance. As the decision-making body for the District, and in the District's limited role as a Responsible Agency under CEQA, the District has received, reviewed, and considered the information contained in the County of Riverside Mitigated Negative Declaration for Tentative Tract No. 30837 along with the Addendum. Based on this review, the Board finds that, as to those potential environmental impacts within the District's powers and authorities as Responsible Agency, that the MND/Addendum contains a complete, objective, and accurate reporting of the potential impacts and reflects the independent judgment and analysis of the Board.

(b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the MND that was prepared by the Lead Agency and independently finds that the MND along with the Addendum adequately covers the District's plan check, inspection, and the operation and future maintenance of the District 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, operation, and future maintenance of the proposed flood control facilities that are the subject of the Agreement, and no further analysis under CEQA is required.

- (c) Mitigation Measures. Mitigation measures were made a condition of approval for Tract 30837, however, the District finds that no mitigation measures are required for the District facilities included in the Cooperative Agreement.

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

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 Agreement.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the offices of the Clerk of the Board of Supervisors for the District at 4080 Lemon Street, 1st 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.

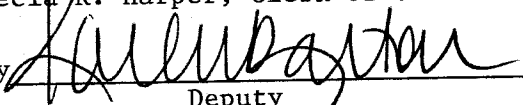
ROLL CALL:

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

**ADDENDUM TO THE
MITIGATED NEGATIVE DECLARATION FOR THE
COUNTY OF RIVERSIDE ENVIRONMENTAL ASSESSMENT 38835
(CHANGE OF ZONE NO. 6729 & TENTATIVE TRACT MAP NO. 30837)**

Prepared for:

Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, California 92501

Prepared by:

AECOM
401 West A Street, Suite 1200
San Diego, California 92101
Phone: (619) 610-7600
Contact: Alex Hardy

February 2019

1.0 INTRODUCTION AND PROJECT BACKGROUND

This addendum was prepared of behalf of the Riverside County Flood Control and Water Conservation District (District) to address minor changes to the *County of Riverside Mitigated Negative Declaration for Change of Zone No. 6729 and Tentative Tract Map No. 30837* (MND). The County of Riverside (County), as lead agency under the California Environmental Quality Act (CEQA), prepared and adopted the MND for Change of Zone No. 6729 and Tentative Tract Map No. 30837 (project) in November 2004 (SCH #2004119041) (County 2004). The MND describes and analyzes the environmental impacts of changing the zoning and subdividing 98.13 acres into a three-phased development consisting of 320 residential lots, a 6.3-acre park lot, and a regional trail, in compliance with CEQA. The County also prepared and adopted an additional MND in May 2014 to address changes related to the project's storm water drainage (County 2014). The Regional Water Quality Control Board issued a separate Notice of Determination.

The project includes a southerly storm drain extension in Washington Street to the Benton Creek Channel (channel) that is to be maintained by the District. This project feature was not analyzed in the MNDs. The District has prepared this addendum as a responsible agency pursuant to CEQA. In conformance with Sections 15162 and 15164 of the State CEQA Guidelines, this addendum discusses the storm drain extension and considers the environmental impacts of this change and how the change affects the mitigation measures presented in the MNDs. This addendum provides justification for concluding that the storm drain extension would not result in new significant environmental impacts that were not identified in the MNDs, nor would it substantially increase significant environmental impacts that were identified in the MNDs.

Since the only change to the project involves the storm drain system, the project description provided below in Section 2.0 of this addendum only includes a discussion of the storm drain system. No information is included regarding the larger development.

2.1 PROJECT DESCRIPTION

The project is located in the French Valley region of Riverside County, northwest of Lake Skinner, east of State Route 79, and west of Bachelor Mountain. The project site boundaries are Jean Nicholas Road to the north, Yates Road to the south, Washington Street to the west, and the California Aqueduct to the east.

2.2 Description of Approved Project

The project was originally proposed to drain to four separate outfall locations. Three of the locations had storm drains proposed in conjunction with adjacent tract map developments. An existing storm drain line in the northeast corner of the project site was to be used and an outlet on the property to the north was proposed. Two other storm drain lines were proposed in proposed streets to connect to the system proposed in Tract Map 30069 to the west and an outlet was proposed in Tract Map 30988 to the west. The original MND concluded that, if development of the proposed project proceeded before the downstream systems to the west were constructed, offsite easements would be required and outlets acceptable to the District would be constructed. The original MND further discussed that, if easements could not be obtained, the project would be required to be redesigned to include increased runoff basins.

In 2014, the County prepared an additional MND, which discussed project changes to construct a detention basin in the southwest corner of a 55.14-acre parcel within Specific Plan No. 382, to the east of the project site. The basin was proposed to control drainage flows affecting the proposed project.

2.3 Description of Changes to the Project

Subsequent project design changes have led to the project no longer being able to drain to the west as previously proposed. Instead, the project proposes a southerly storm drain extension in Washington Street to the channel. The newly proposed 60-inch reinforced concrete pipe would be installed within Washington Street and let out into the channel, replacing the existing 36-inch outfall. The revised project also includes a new concrete headwall and wing wall to accommodate the new 60-inch pipe. Existing rip rap at the outfall would also be replaced with new rip rap. The storm drain within Washington Street and the outfall into the channel would be maintained by the District. A conservation easement exists within the channel, and the project was designed to avoid temporary and permanent impacts on this easement.

3.1 IMPACT ANALYSIS

As discussed above, the revised project involves replacing an existing outfall and associated rip rap within a channel; therefore, only the biological resources and hydrology and water quality MND sections are evaluated in this addendum. The storm drain extension in Washington Street would entail trench-based installation of a pipe within an existing road, the impacts of which are generally similar to those previously analyzed in the MNDs for the original project. As such, the other issues areas would not be affected by the proposed changes to the project, and there would be no new or associated increase in the severity of any significant effects identified in the MNDs.

3.2 Biological Resources

In October 2013, a jurisdictional delineation was performed to issue new permits for the revised project (Helix 2013). The jurisdictional delineation determined the entire revised project would result in impacts to less than 0.01 acre of non-wetland waters of the U.S./State, and mitigation was prescribed. The revised project's permits adequately addressed the currently proposed storm drain alignment in Washington Street and outfall into the channel (see Attachment A for impacts to the channel). Permitted project design indicates there would be no temporary or permanent impacts on the conservation easement in the channel.

The revised project received a Nationwide Permit (SPL-2014-00594-PJB) from the U.S. Army Corps of Engineers for impacts to waters of the U.S., pursuant to Section 404 of the Clean Water Act. For channel work, the project's Nationwide Permit required the project to mitigate off-site for temporary impacts to 0.002 acre of non-wetland waters of the U.S. by funding enhancement of 0.10 acre of waters of the U.S. in the channel. The revised project received a Clean Water Act Section 401 Certification (No. R9-2014-0088) from the Regional Water Quality Control Board. For channel work, the project's 401 Certification required that the project mitigate for temporary impacts to 0.002 acre of waters of the U.S./State by restoring the site to pre-project contours and revegetating with native species. The revised project also received a Fish and Game Code Section 1602 Permit (No. 1600-2015-0106-R6) from the California Department of Fish and Wildlife. For channel work, the Section 1602 Permit required that the project mitigate for permanent impacts to approximately 0.02 acre of developed streambank and temporary

impacts to 0.07 acre of mulefat scrub, by funding the removal of non-native plant species within a portion of the channel. The regulatory agencies (U.S. Army Corps, Regional Water Quality Control Board, and California Department of Fish and Wildlife) issued permits based on the revised project's MNDs and jurisdictional delineation and did not require revision of the CEQA documents. The Regional Water Quality Control Board, as responsible agency under CEQA, issued a Notice of Determination referencing both MNDs (SCH #2015099012). As such, the District has prepared this addendum to formally document the project changes, pursuant to CEQA. No new significant impacts or increase in the severity of previously identified impacts related to biological resources would occur.

3.2 Hydrology and Water Quality

In July 2014, a Storm Drain Design and Hydrology and Water Quality CEQA Consistency Technical Memorandum was prepared to document the storm drain system change discussed in this addendum. The technical memorandum, included as Attachment B to this addendum, discussed the final storm drain plan and potential environment impacts compared to the design originally approved and determined the revised project complied with CEQA. Details regarding the revised project's outfall into the channel were included in the final storm drain plan and associated technical memorandum; however, no formal CEQA consideration was ever prepared by the County. As such, the District has prepared this addendum to formally document the project changes, pursuant to CEQA. No new significant impacts or increase in the severity of previously identified impacts related to hydrology and water quality would occur.

4.1 DETERMINATION

The County previously prepared and certified MNDs for this project, as described in Section 1.0 of this document. Based on a review of the revised project, the District determined, pursuant to CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15163, the following:

- a. There are no new significant environmental effects that were not considered in the Final MNDs or substantial increases in the severity of previously identified significant environmental effects as a result of the proposed changes to the project.
- b. No substantial changes have occurred with respect to the circumstances under which the project would be undertaken.
- c. There is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time that the Final MNDs were certified.

Therefore, in accordance with CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15164, a subsequent or supplemental environmental impact report (EIR) is not required, and this addendum, prepared pursuant to CEQA Guidelines Section 15164, provides adequate compliance with CEQA.

4.2 Result of the Addendum

The revised project will not alter the impact findings and mitigation measures for biological resources and hydrology and water quality presented in the MNDs. With implementation of the prescribed mitigation measures in the MNDs, where applicable, there will be no new significant impacts and no substantial increase in the severity of impacts regarding biological resources and hydrology and water quality resulting from the revised project compared to those impacts previously identified in the MNDs. No new mitigation measures are required.

Based on the above, this addendum is the appropriate CEQA document for the revised project pursuant to CEQA Guidelines Section 15164(b) because none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. This addendum has appropriately disclosed the potential impacts from the revised project and will be included as part of the CEQA record for the project. A Notice of Determination for this addendum will be filed with the County Clerk.

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

Date of Addendum

5.0 REFERENCES

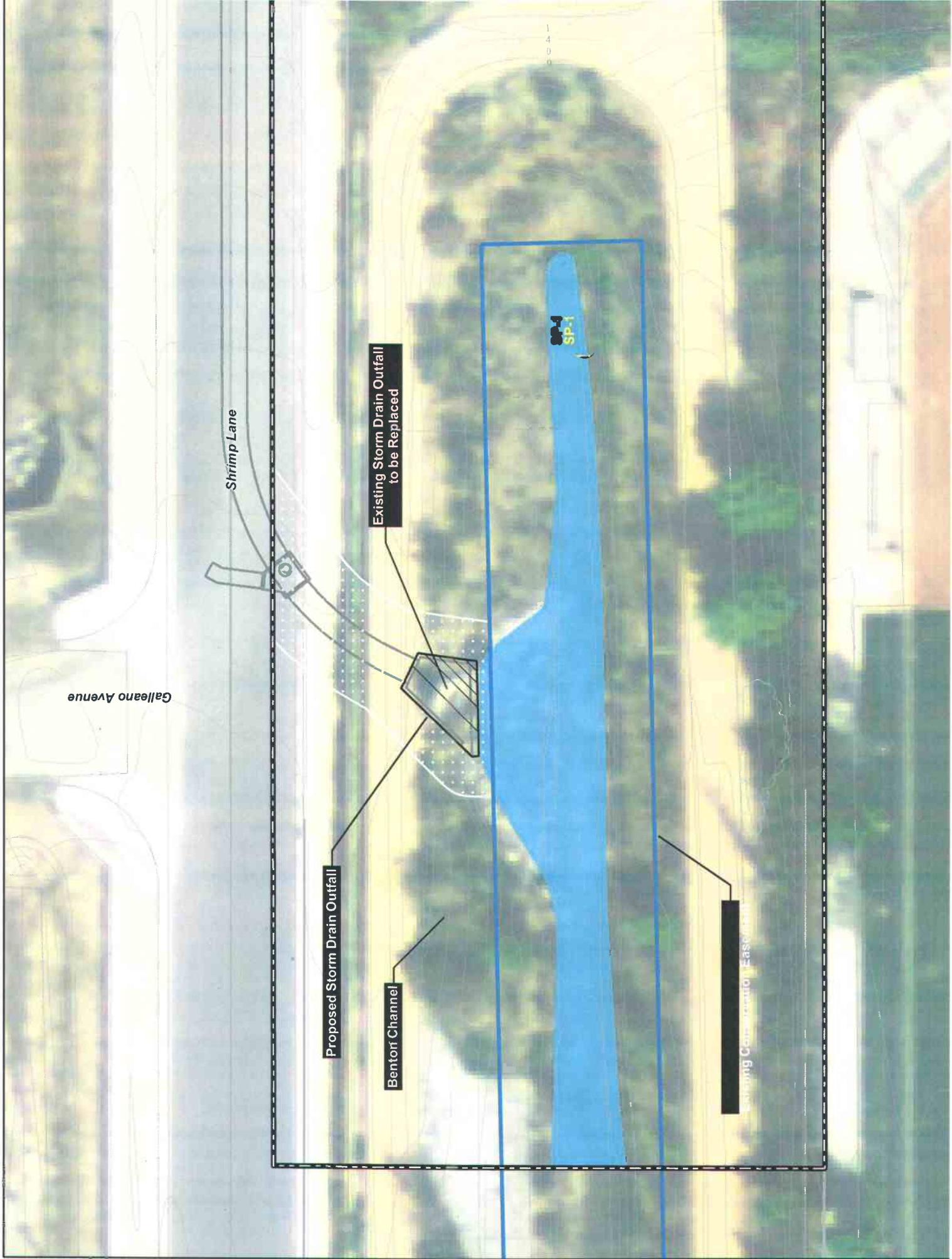
County of Riverside (County). 2004. *Mitigated Negative Declaration for CZ 6729/TR 30837 (Environmental Assessment 38835)*. November 16.

_____. 2014. *Mitigated Negative Declaration for Building Grading No. 120114 (Environmental Assessment 42666)*. May 16.

Helix Environmental Planning, Inc. (Helix). 2013. *French Valley South Tract 30837 Jurisdictional Delineation Report*. October 14.

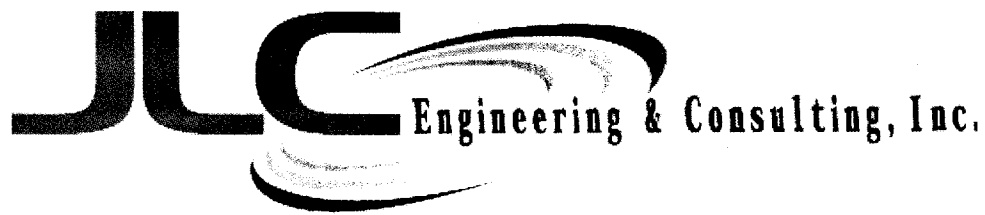
Attachment A

USACE/RWQCB Jurisdiction Impacts



Attachment B

Line A Storm Drain Design and Hydrology and Water Quality CEQA Consistency



**TRACT MAP No. 30387
Line A Storm Drain Design and Hydrology and
Water Quality CEQA Consistency**

July 14, 2014

**To: Steve Weiss
Planning Director
Riverside County Planning Department
4080 Lemon Street, 12th Floor
Riverside CA 92501**

From: Joseph Castaneda, P.E.

On behalf of Mission Pacific Land Company, JLC has been requested to provide a technical memorandum that discusses the "Hydrology and Water Quality Section" of the California Environmental Quality Act (CEQA) Checklist to ensure that the final storm drain implemented by Tract Map 30387 will not have adverse impacts as compared to the design that was originally approved as part of the Condition of Approval.

The Conditions of Approval for Tract Map 30387 initially proposed a solution that would discharge the offsite watershed east of the project and the developed site to an existing property used for agricultural purposes, west of Washington Street, See Exhibit A. In addition, the conditions of approval required the project to construct a storm drain system to collect and convey flows to the Benton Creek Channel, via a proposed storm drain located along Maddelena Road. The proposed system was to be sized for the 10 year storm event. During final engineering, coordination and negotiations took place in order to discharge concentrated runoff into parcels west of Washington Street. These negotiations were unsuccessful. As a result, Mission Pacific Land Company worked with RCFC&WCD to assess another potential alternative that would allow a storm drain to be constructed within existing road right-of-way and discharge runoff into a flood control facility owned and operated by RCFC&WCD. This resulted in the design of Line A which consist of a storm drain system which implements two detention basins and a subsurface storm drain that will be constructed within the Benton Creek Channel, which is owned and operated by RCFC&WCD. See Exhibit A.

It has been determined by RCFC&WCD and RCTD that the Line A design alternative is a far superior alternative when compared to the preliminary design discussed in the conditions of approval for the following reasons:

1. The proposed storm drain has been designed for the 100 year storm event and not the 10 year storm event which was required for the proposed system along

Maddelena Road. This will ensure that the level of flooding for the property owners southwest of Temecula Preparatory will benefit by having a reduced flooding condition. The following are improved flooding conditions:

- a. The flow rate west of Washington Street has been reduced to local flows emanating from the existing school. Flows emanating east of Washington Street have been reduced from 648.9 ft³/s to 0.
 - b. The existing flow rate at Maddelena Road and Thompson Road is 1,237 ft³/s for the 100 year storm event. These flows have been reduced to 464 ft³/s for the post project condition.
 - c. The proposed basins will also ensure that the flow rates at the culvert located at Pourroy Road will not be exceeded.
2. The storm drain facility will be constructed within the existing Washington Street road right-of-way and the Benton Creek Channel RCFC&WCD right-of-way. Please note that the project was required to obtain permits from the following agencies:
- a. California Fish and Wildlife
 - b. United States Army Corps of Engineers
 - c. California Regional Water Quality Board
3. The proposed system will convey the runoff from Tract Map 30387 and the offsite area to the Benton Creek Channel. Exhibit A provides data that shows the range of the approved design flow rates to the range of flow rates associated with the Line A storm drain system. RCFC&WCD required the project to analyze the Benton Creek Channel due to the flow be rerouted to the Benton Creek Channel. The hydraulic model approved by RCFC&WCD indicated the following:
- a. The proposed flows can be conveyed by the channel without having an impact to the existing downstream properties.
 - b. The velocities within the channel for the post-project were less than 6 ft/s which is a guideline used by RCFC&WCD to define erosive velocities.
 - c. The proposed condition runoff will be contained within the Benton Creek Channel that will be maintained and operated by RCFC&WCD.
4. The existing culvert at Pourroy Road was designed for a 100 year flow rate of 1,168 ft³/s. The post-project condition flow rate at Pourroy Road culvert is 1,230 ft³/s. Based on RCFC&WCD review, the difference in flow rate is acceptable since the percent difference is within the tolerance accepted by current engineering standards.

Based on our assessment, the Line A design will benefit the area without having major impacts to the surrounding areas. However, this memorandum evaluated the "Hydrology and Water Quality Section" of the CEQA Checklist to ensure compliance as follows:

- a. Will the project violate any water quality standards or waste discharge requirements?

Response: Project has been condition to meet water quality and waste discharge standards as required by the Regional Water Quality Board. The design of Line A will not alter these requirements.

- b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net benefit in aquifer volume or a lowering of the local groundwater table level?

Response: Project is implementing detention basins that will collect the offsite runoff. These basin will promote groundwater infiltration. Additionally, project is implementing the use of water quality elements that promote groundwater infiltration.

- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site?

Response: Project alters the flow; however, flows are not diverted. Flows are perpetuated through the Benton Creek Channel in order to route flows back to original flow path. Alteration of flows will not result in erosion or sedimentation. Velocities are less than 6 ft/s within the Benton Creek Channel and are considered non-erosive based on RCFC&WCD guidelines.

- d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?

Response: The Line A storm drain system will reduce the flow rates tributary to an existing rural area southeast of the project. Therefore, the existing flooding within the rural area will be substantially reduced since flows rates have been by more than 50%.

- e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage system or provide a substantial additional sources of polluted runoff?

Response: Project prepared a study approved by RCFC&WCD that demonstrates and calculates the depth of flow of the existing Benton Creek Channel. The approved study proves that the existing channel has capacity based on the flow routed by the proposed Line A storm drain. Moreover, project has implemented water quality elements to treat pollutants that emanate from the project.

- f. Otherwise substantially degrade water quality?

Response: Project has implemented water quality elements to treat runoff and pollutants that emanate from the project. The project has been conditioned to meet the water quality and waste discharge standards as required by the Regional Water Quality Board

- g. Place housing within a 100 year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Response: Project is proposing storm drain infrastructure to collect and convey the 100 year storm runoff to the Benton Creek Channel. The Benton Creek Channel has been assessed and approved analyses demonstrates that the channel system has capacity to convey the project flow rates.

- h. Place within a 100 year flood hazard area structures that would impede or redirect flood flows?

Response: Project does not propose structures within the 100 year flood plain. The offsite and project flows will be redirected by the Line A Storm Drain system into Benton Creek Channel. Benton Creek Channel which has capacity to accept the flows.

- i. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?

Response: Project is proposing the Line A system which will reduce the flooding impacts downstream of the project.

- j. Inundation by seiche, tsunami, or mudflows?

Response: Project is not at risk of any Seiche or tsunamis. The open space adjacent to the project does not have any major canyons that would contribute or create mudflows.

Conclusions and Recommendations

Based on the project assessment and proposed storm drain improvements, the project has developed a solution that provides a permanent drainage solution that will more effectively resolve local flooding as compared to the original conditions of approval without introducing new impacts. In addition, using "Hydrology and Water Quality Section" of the CEQA Checklist response have been provided based on the project

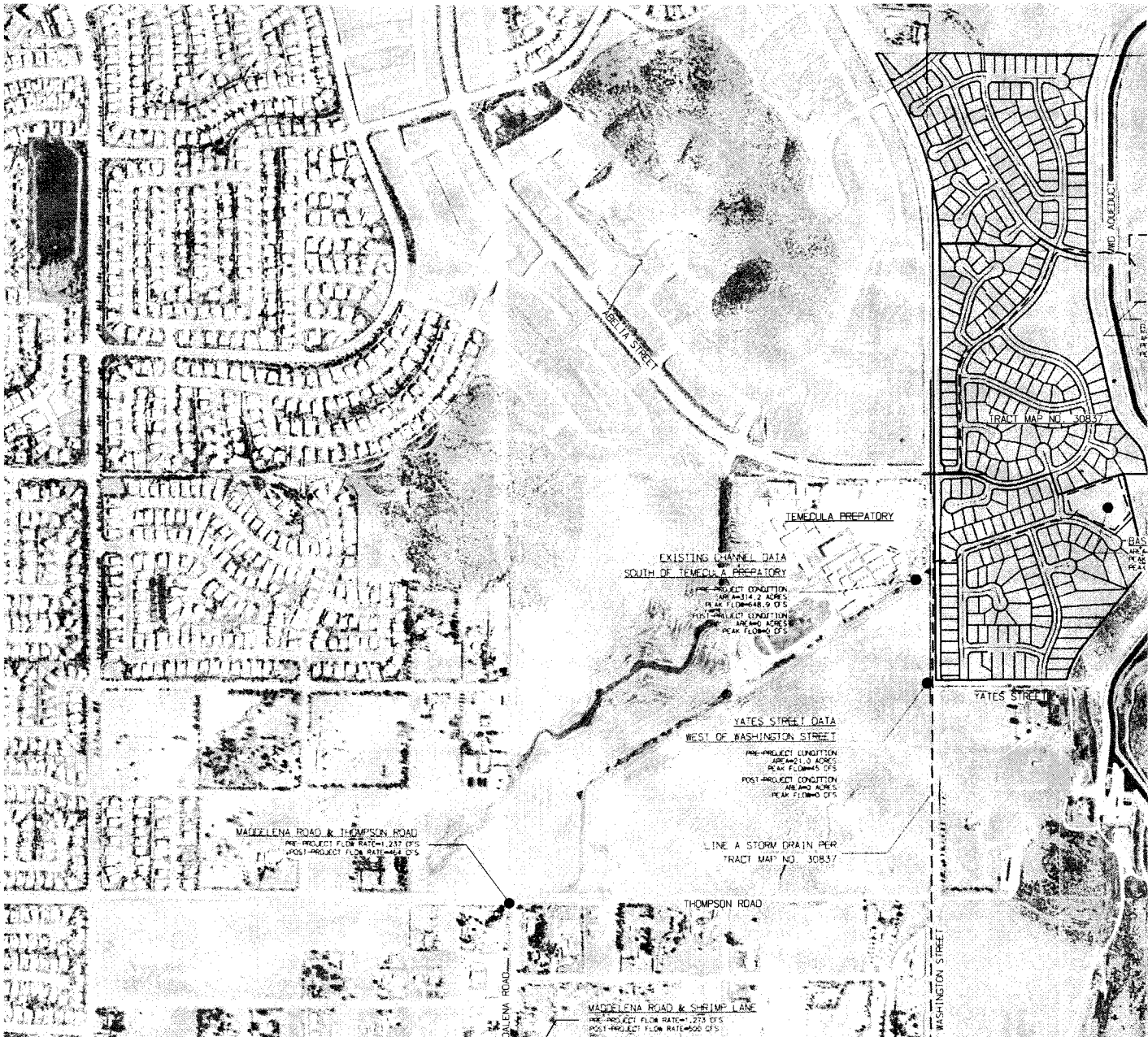
design. Therefore, we recommend that this technical memorandum be sufficient to demonstrate that the project complies with CEQA.

Please do not hesitate to call me at 951.304.9552 or e-mail (joe@jlcengineering.com) with any questions or if further clarification is needed.

Cc: Henry Olivo – RCFC&WCD
Jason Keller – MPLC

EXHIBIT A – PROPOSED DRAINAGE PLAN

TRACT MAP NO. 30837 - PROPOSED DRAINAGE PLAN



COOPERATIVE AGREEMENT

Warm Springs Valley – Washington Street Storm Drain, Stage 1

Warm Springs Valley – Yates Road Storm Drain, Stage 1

Project Nos. 7-0-00197 and 7-0-00198

Tract No. 30837-1 (MS 4132)

This Cooperative Agreement ("Agreement") dated as of April 9, 2019 is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), and FVS Partners, LLC, a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Tract No. 30837-1, located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 30837-1 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 30837-1, 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. 30837-1 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements as shown on DISTRICT's Drawing No. 7-0544 and as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, include the construction of:

(i) Approximately 4409 lineal feet of 60-inch (60") through 42-inch (42") reinforced concrete pipe, hereinafter called "LINE A". LINE A will run in Washington Street,

conveying flows from Abelia Street to the North, discharging to Benton Creek Channel at Shrimp Lane to the South; and

(ii) Approximately 42 lineal feet of 54-inch (54") reinforced concrete pipe, hereinafter called "LINE B". LINE B will run in Yates Road discharging to LINE A in Washington Street; and

(iii) Construct riprap outlet structure, hereinafter called "OUTLET STRUCTURE"; and

(iv) 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 purchased and installed by DEVELOPER and subject to the DISTRICT's inspection and approval; and

D. LINE A, LINE B, OUTLET STRUCTURE and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES is the construction of curb and gutter, catch basins, curb inlets and outlets, outlet structures, and lateral storm drains that are thirty-six inches (36") or less in diameter that are located within COUNTY held easements or rights of way, hereinafter called "APPURTENANCES"; and

F. Approximately 75 lineal feet of 42-inch (42") reinforced concrete pipe and a basin at the northeast corner of Washington Street and Abelia Street, hereinafter called "LINE A & BASIN". BASIN will discharge into LINE A in Abelia Street. LINE A & BASIN are hereinafter called "DEVELOPER FACILITIES"; and

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

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

I. DEVELOPER and COUNTY desire DISTRICT to 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

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

K. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii) accept 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 COUNTY 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

L. COUNTY 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, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way, and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

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 COUNTY standards, and submit to DISTRICT and COUNTY 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 Cooperative 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. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-time cash sum of fifty six thousand one hundred seventy three dollars (\$56,173), the amount agreed upon to cover DISTRICT's estimated cost to operate and maintain DISTRICT FACILITIES for a period of ten (10) years (Zone 7 – Maintenance Trust Fund) commencing upon DISTRICT's acceptance of DISTRICT FACILITIES as complete for ownership, operation and maintenance.

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY, 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. 30837-1 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and COUNTY.

6. Prior to commencing construction, furnish DISTRICT and COUNTY 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 ("REGULATORY PERMITS").

7. Provide COUNTY, 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. 30837-1 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of the APPURTENANCES as determined by COUNTY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY as complete; at which time the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work, labor or materials.

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

9. Grant DISTRICT and COUNTY, by execution of this Cooperative 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. INTENTIONALLY LEFT BLANK.

11. INTENTIONALLY LEFT BLANK.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT and COUNTY of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding

license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

13. Furnish DISTRICT, at the time of providing written notice to DISTRICT and COUNTY 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 COUNTY.

14. Furnish DISTRICT with final mylar plans for DISTRICT FACILITIES 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 COUNTY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and COUNTY.

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 COUNTY 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 or COUNTY has been furnished with original certificate(s) of insurance and original certified copies of

endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section.

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT and COUNTY 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 and COUNTY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or

representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for performance of their work included within this Agreement, with a limit of liability of not less than

\$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer 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 or its 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 or its 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 or its 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 with 1) a

properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

- viii. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of APPURTENANCES. It is mutually understood that, prior to DISTRICT 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.

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22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances,

assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility for operation and maintenance of APPURTENANCES and DEVELOPER accepts ownership and responsibility for operation and maintenance of DEVELOPER FACILITIES.

24. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT FACILITIES until such time as DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

25. Pay, if suit is brought upon this Cooperative 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.

26. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT 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 with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

27. Ensure that all work performed pursuant to this Cooperative 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 COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Cooperative Agreement, record or cause to be recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County Recorder.
4. INTENTIONALLY LEFT BLANK.
5. Inspect construction of DISTRICT FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Cooperative 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 upon (i) DISTRICT inspection of DISTRICT FACILITIES in

accordance with Section I.20., (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.25., (iv) recordation of all conveyance documents described in Section I.21., (v) COUNTY acceptance of APPURTENANCES for ownership, operation, and maintenance, and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

SECTION III

COUNTY shall:

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

2. Accept COUNTY 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.

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

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon COUNTY's acceptance of PROJECT CONSTRUCTION as being complete.

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

SECTION IV

It is further mutually agreed:

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

2. COUNTY 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. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

4. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Cooperative 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 Cooperative 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 COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

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

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all 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.

7. 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 and COUNTY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and COUNTY to work the additional hours. The request shall be submitted to DISTRICT and COUNTY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and COUNTY at their sole discretion and shall be final. If permission is granted by DISTRICT and COUNTY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

8. DEVELOPER shall indemnify and hold harmless DISTRICT and COUNTY (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 and COUNTY (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, compromise any such claim, proceeding or action without the prior consent of DISTRICT and COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT or COUNTY.

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

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

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

9. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY, 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 or COUNTY, 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 APPURTENANCES, after the acceptance of DISTRICT FACILITIES and APPURTENANCES by DISTRICT and COUNTY, respectively.

10. Any waiver by DISTRICT or by COUNTY of any breach of any one or more of the terms of this Cooperative 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 COUNTY to require exact, full and complete compliance with any terms of this Cooperative

Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or COUNTY from enforcement hereof.

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

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

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

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

FVS Partners, LLC
4100 Newport Beach Place
Suite 480
Newport Beach, CA 92691
Attn: Jason Keller

13. 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 Cooperative 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.

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

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

16. 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 Cooperative Agreement.

17. The individual(s) executing this Cooperative Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Cooperative 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 Cooperative Agreement.

18. This Cooperative 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 Cooperative Agreement may be changed or modified only upon the written consent of the parties hereto.

//

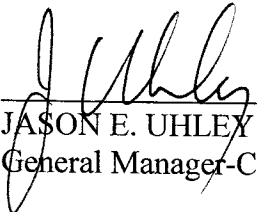
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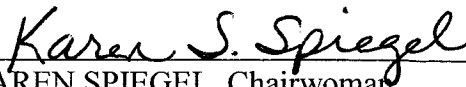
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

APR 09 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 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

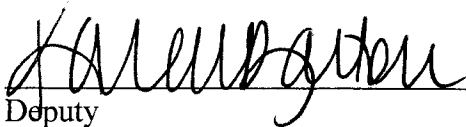
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel


By 
Deputy

(SEAL)

Cooperative Agreement: Warm Springs Valley – Washington Street Storm Drain, Stage 1 and
Yates Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1; MS 4132
TRI:blm
12/28/19

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Director of Transportation


By 
KEVIN JEFFRIES, Chairman
Board of Supervisors

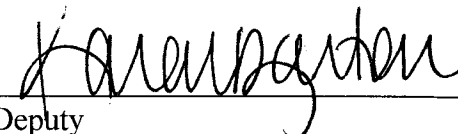
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

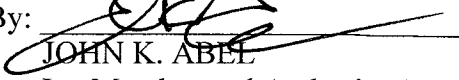
Cooperative Agreement: Warm Springs Valley – Washington Street Storm Drain, Stage 1 and
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Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1; MS 4132
TRI:blm
12/28/19

FVS Partners, LLC

a Delaware limited liability company

By: ESA Stratford Partners, L.P.
a California limited partnership,
Managing Member

By: ESA Partners, LLC
a Delaware limited liability company,
General Partner

By: 
JOHN K. ABEL
Its: Member and Authorized Signer

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement: Warm Springs Valley – Washington Street Storm Drain, Stage 1 and
Yates Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1; MS 4132
TRI:blm
12/28/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On March 4, 2019 before me, Maryellen LaCasto, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John K. Abel

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Maryellen LaCasto
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cooperative Agreement - Warm Springs Valley

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A

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

TENTATIVE TRACT 30837-1 BEING A SUBDIVISION OF THE FOLLOWING:

PARCEL 1: (APN: 476-020-013-1)

PARCEL C LOT LINE ADJUSTMENT NO. 3111 APPROVED BY THE RIVERSIDE COUNTY PLANNING DEPARTMENT ON DECEMBER 20, 1989 AND RECORDED ON DECEMBER 28, 1989 AS INSTRUMENT NO. 454172 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID PARCEL C BEING DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34 IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE FOR ROAD PURPOSES AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 WEST;

THENCE EAST 30 FEET;

THENCE SOUTH 00° 25' 30" EAST, A DISTANCE OF 1319.70 FEET;

THENCE WEST, A DISTANCE OF 33.94 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34;

THENCE NORTH 00° 16' 18" WEST, A DISTANCE OF 1319.65 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 13, 1929 IN BOOK 722 PAGE 424 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOW:

A STRIP OF LAND 30.00 FEET WIDE ON THE EASTERLY SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE NORTH 00° 26' 30" WEST, A DISTANCE OF 2078.35 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 172 FEET TO A POINT WHICH IS 30.00 FEET WESTERLY FROM WHERE THE EASTERLY LINE OF SAID 30.00 FOOT WIDE STRIP INTERSECTS THE WEST LINE OF SECTION 34;

EXCEPTING FROM THE ABOVE DESCRIPTION THE LAND IN SECTION 33, TOWNSHIP 6 SOUTH,

COOPERATIVE AGREEMENT

Warm Springs Valley - Washington Street Storm Drain, Stage 1

Warm Springs Valley - Yates Road Storm Drain, Stage 1

Project Nos. 7-0-00197 and 7-0-00198

Tract No. 30837-1

Exhibit A

RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE PROPERTY CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED AUGUST 5, 1959 AS INSTRUMENT NO. 67993 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THE SOUTH 40 FEET AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED AUGUST 5, 1959 AS INSTRUMENT NO. 67993 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO VALLEY WIDE RECREATION AND PARK DISTRICT BY GRANT DEED RECORD OCTOBER 20, 2014 AS INSTRUMENT NO. 2014-0397845 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

RESERVING THEREFROM ALL MINES AND MINERALS WITH POWER TO TAKE ALL USUAL, NECESSARY OR CONVENIENT MEANS FOR MINING, WORKING, GETTING, LAYING UP, MILLING, MAKING MERCHANTABLE AND TAKING AWAY SAID MINERALS (INCLUDING ROCKLIKE AND SIMILAR PRODUCTS) AND ALSO FOR THE ABOVE OR ANY OTHER PURPOSE WHATSOEVER TO MAKE AND REPAIR TUNNELS, EXCAVATIONS AND SHAFTS, AND TO LAY AND REPAIR PIPES FOR CONVEYANCE OF WATER TO AND FROM ANY AND ALL MINING OR OTHER BUILDINGS ON ALL THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 34; THENCE SOUTH, A DISTANCE OF 990 FEET ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 880.00 FEET;

THENCE NORTH, A DISTANCE OF 990.00 FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE EASTERLY ON THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 880.00 FEET TO THE POINT OF BEGINNING;

ALSO RESERVING ON THE ABOVE DESCRIBED 20 ACRE PARCEL AND THE LAND LAYING WEST OF SAID PARCEL, A RIGHT OF WAY FOR A NECESSARY, CONVENIENT AND SUITABLE ROAD TO ENTER UPON AND USE SAID 20 ACRES FOR MINING PURPOSES TO THE GRANTOR, HIS ASSIGNS OR SUCCESSORS IN INTEREST IF AND WHEN THEY USE SAID RIGHT OF WAY OR IF AND WHEN THEY ENTER UPON AND WORK UPON AND WORK OR MINE SAID 20 ACRES, THEY SHALL PAY TO THE GRANTEE, THEIR HEIRS AND ASSIGNS, FULL COMPENSATION FOR ALL CROPS DAMAGED AND WILL, FROM AND AFTER THE DATE THEY SHALL BEGIN MINING ON SAID 20 ACRES, PAY THE GRANTEE, THEIR HEIRS AND ASSIGNS \$5.00 PER ACRE, ANNUALLY, IN ADVANCE FOR EACH ACRE THEY USE FOR MINING PURPOSES AS EXECUTED AND RESERVED IN THE DEED FROM JAMES A. HALL, AS ADMINISTRATOR OF THE ESTATE OF MARTIN MEIER, DECEASED, TO PIERRE POURROY, JR. AND WIFE, DATED OCTOBER 18, 1938 AND RECORDED OCTOBER 24, 1938 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THAT PORTION OF THE NORTH HALF OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN LYING NORTHEASTERLY RIGHT OF WAY LINE OF WASHINGTON STREET AS SHOWN BY RIVERSIDE COUNTY ROAD AND SURVEY DEPARTMENT MAP. NO. 23-A-4.

PARCEL 2: (APN'S: 476-363-001-0 AND 476-363-002-1)

LOTS 105 AND 106 INCLUSIVE OF TRACT NO. 30069, IN THE COUNTY OF RIVERSIDE, STATE

COOPERATIVE AGREEMENT

Warm Springs Valley - Washington Street Storm Drain, Stage 1
Warm Springs Valley - Yates Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1

Exhibit A

OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 410, PAGES 74 THROUGH 85 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TOGETHER WITH THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON JUNE 6, 2018 AS INSTRUMENT NO. 2018-0229543 OF OFFICIAL RECORDS. TOGETHER WITH THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON JUNE 6, 2018 AS INSTRUMENT NO. 2018-0229568 OF OFFICIAL RECORDS.

APN: 476-020-005-4 and 476-363-001-0 and 476-363-002-1

COOPERATIVE AGREEMENT

Warm Springs Valley - Washington Street Storm Drain, Stage 1

Warm Springs Valley - Yates Road Storm Drain, Stage 1

Project Nos. 7-0-00197 and 7-0-00198

Tract No. 30837-1

Exhibit B



COOPERATIVE AGREEMENT

Warm Springs Valley - Washington Street Storm Drain, Stage 1

Warm Springs Valley - Yates Road Storm Drain, Stage 1

Project Nos. 7-0-00197 and 7-0-00198

Tract No. 30837-1

NOTICE OF DETERMINATION

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

Lead 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

Original Negative Declaration/Notice of
Determination was issued to County
Clerk for posting
4/11/19 Date
KB Initial

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

State Clearinghouse Number: 2004119041

Project Title: Warm Springs Valley – Washington Stream and Yates Rd Storm Drain, Stage 1 (TR 30837-1) Cooperative Agreement.

Project Location:

The project is located in the French Valley region of Riverside County, northwest of Lake Skinner, east of State Route 79, and west of Bachelor Mountain. More specifically, the project is located east of the intersection of Abelia Street and Washington Street extending south to the intersection of Shrimp Lane and Washington Street. The project site encompasses portions of Assessor's Parcel Numbers (APNs) 964-020-010, 964-030-007, 472-210-003, 472-210-002, and 476-020-013. See Attachment 1 Vicinity Map.

Project Description: 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 for the Warm Springs Valley – Washington Street and Yates Road Storm Drain, Stage 1 (TR 30837-1). 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 above storm drain facilities. Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of approximately 4,409 lineal feet of underground 42-60 inch reinforced concrete pipe, Line A; approximately 42 lineal feet of 54-inch reinforced concrete pipe, Line B; and a rip-rap outlet structure at the existing Benton Creek Channel. Upon acceptance, the District will conduct ongoing maintenance of the underground storm drain system and the rip-rap outlet structure. A February 2019 Addendum (Addendum) was prepared on behalf of the District to address minor changes to the County of Riverside Mitigated Negative Declaration for Change of Zone No. 6729 and Tentative Tract Map No. 30837 (MND). The County of Riverside (County), as lead agency under the California Environmental Quality Act (CEQA), prepared and adopted the above MND in November 2004 (SCH #2004119041). The southerly storm drain extension in Washington Street to the Benton Creek Channel that is to be maintained by the District was not analyzed in the MND. The revised project involves replacing an existing outfall and associated rip-rap within the Benton Creek Channel. Therefore, only the biological resources and hydrology/water quality MND sections are evaluated in the Addendum. The District prepared the Addendum as a responsible agency pursuant to CEQA. The Addendum provides justification for concluding that the storm drain extension would not result in new significant environmental impacts that were not identified in the MND, nor would it substantially increase potential significant environmental impacts that were identified in the MND. The Addendum specifically addresses the changes to the drainage pattern (originally to west, now draining to the south), the underground storm drain within Washington Street, and the outfall replacement in the existing Benton Creek Channel. In accordance with CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15164, a subsequent or supplemental IS/MND is not required. The Addendum complies with CEQA Guidelines Section 15164. Acceptance of the associated right of way and operations and maintenance of said facilities will not result in significant adverse impacts.

CEQA Determination: This is to advise that the District, as a Responsible Agency, has considered the MND along with the Addendum, and has made the following determinations:

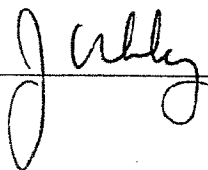
1. Accepting the flood control facilities as described in the Cooperative Agreement for future maintenance is within the scope of the MND/Addendum, and all environmental effects have been adequately addressed, therefore, no further CEQA review is required.
2. The Cooperative Agreement will not have a significant effect on the environment.

APR 09 2019 11.2

3. Mitigation measures were made a condition of approval for Tentative Tract Map No. 30837 by the lead agency, 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 pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that the MND/Addendum 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

Lead Agency Signature: _____



Title: General Manager-Chief Engineer Date: 3/26/19

GCJ:RS

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 3/11/2019 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 Warm Springs Valley - Washington Street and Yates Road Storm Drain, Stage 1 (Tract 30837-1)
Cooperative Agreement Proj. 137-0-3-75154
The full CEQA IS/MND fee was previously paid on this project by County of Riverside (SCH#2004119041). Therefore, please only bill Flood Control for the \$50 filing fee.

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): _____

