

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



ITEM
11.2
(ID # 9873)

MEETING DATE:
Tuesday, July 23, 2019

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside, and Forestar (USA) Real Estate Group Inc. for Salt Creek – Leon Road Storm Drain, Stage 2, Salt Creek – Leon Lateral Storm Drain, Stage 1 and Salt Creek – Fox Hollow Drive Storm Drain, Stage 1 Miscellaneous No. 3961 – Offsite Facilities for Tract No. 31892), Project Nos. 4-0-00176, 4-0-00183 and 4-0-00184, Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item to MT Item 10410)

RECOMMENDED MOTION: That the Board of Supervisors:


1. Adopt Resolution No. F2019-17, Considering an Environmental Impact Report (SCH#91082004) for the Winchester Hills Specific Plan No. 293, Making Responsible Agency Findings Pursuant to the Provisions of the California Environmental Quality Act (CEQA) and Issuing Certain Limited Approvals for Winchester Hills Specific Plan No. 293 Environmental Impact Report (EIR);
2. Find that nothing further is required under CEQA because all potentially significant effects have been adequately analyzed in an earlier certified EIR and have been avoided or mitigated pursuant to that earlier EIR;
3. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), and Forestar (USA) Real Estate Group Inc. (Developer);
4. Authorize the Chairwoman to execute the Agreement documents on behalf of the District;

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: July 23, 2019
xc: Flood (Comp. item 3.59)

Kecia R. Harper
Clerk of the Board

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 (Continued):

5. Direct the Clerk of the Board to return three (3) executed Agreements to the District and one (1) executed Agreement to the Riverside County Transportation Department; and
6. Direct the Clerk of the Board to file the Notice of Determination 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: N/A	

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 Miscellaneous No. 3961 (Offsite Facilities for Tract No. 31892) are to be constructed by Developer and inspected, operated and maintained by the District and County.

The Agreement is necessary to provide for District inspection and subsequent operation and maintenance of Salt Creek – Leon Road Storm Drain, Stage 2, Leon Lateral Storm Drain, Stage 1 and Fox Hollow Drive Storm Drain, Stage 1 facilities. Upon completion of the facilities construction, the District will assume ownership, operation and maintenance of the mainline storm drains greater than thirty-six inches in diameter, concrete pads, slope protection barriers, and signage, in accordance the terms and conditions as set forth in the Agreement. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets, outlets, connector pipes, curbs and gutters, and storm drains that are thirty-six inches or less in diameter located within County held 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 Board agenda this same date.

Environmental Findings

An Environmental Impact Report (EIR) was prepared for the Winchester Hills Specific Plan No. 293 by the Riverside County Planning Department and certified by the Board of Supervisors on October 28, 1997 (Item 3.25). Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a responsible agency, considered the EIR that was

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

prepared for the project and independently finds that the EIR adequately covers the construction, operation and ongoing maintenance of the flood control facilities associated with Tract Nos. 36417, 34677, 30989, 33145, Miscellaneous Nos. 4336, 4337 (Phase 2 for Tract No. 33145), 3961 (Offsite Facilities for Tract No. 31892), and Encroachment Permit Nos. 3740, 3746, that are the subject of the Agreements. Furthermore, the District finds that no significant impacts will occur as a result of the operations and ongoing maintenance of the proposed storm drain facilities and no further analysis under CEQA is required. Therefore, the District prepared the attached NOD, and requests that the Clerk of the Board file the 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 Miscellaneous No. 3961 (Offsite Facilities for Tract No. 31892). The principal beneficiaries are the future residents of the tract associated with this project. Ancillary benefits will accrue to the public who will utilize the roadways near the tract associated with this project.

Prev Agn. Ref.: 3.25 of 10/28/97

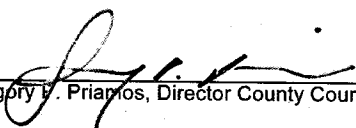
Additional Fiscal Information

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 No. F2019-17
4. Notice of Determination
5. Authorization to Bill
6. CEQA Fee Receipt

AMR:blm
P8/226328



Gregory V. Priamos, Director County Counsel 7/12/2019

1 **BOARD OF SUPERVISORS**

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

4 RESOLUTION NO. F2019-17

5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
6 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
7 CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH# 1991082004) FOR THE
8 WINCHESTER HILLS SPECIFIC PLAN NO. 293, MAKING RESPONSIBLE AGENCY FINDINGS
9 PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ISSUING
10 CERTAIN LIMITED APPROVALS FOR WINCHESTER HILLS SPECIFIC PLAN NO. 293
11 ENVIRONMENTAL IMPACT REPORT


12 **WHEREAS**, the Riverside County Flood Control and Water Conservation District
13 ("District") has been designated as the agency responsible for the acceptance and maintenance of all storm
14 drain improvements that are required to be installed as a part of implementing the Winchester Hills Specific
15 Plan No. 293 (the "Project") as long as facilities are designed to the District's standards; and

16 **WHEREAS**, certain developments known as Tract Nos. 36417, 34677, 30989, 33145,
17 Miscellaneous Nos. 4336, 4337 (Phase 2 for Tract No. 33145), 3961 (Offsite Facilities for Tract No. 31892),
18 and Encroachment Permit Nos. 3740, 3746 ("Tracts") are implementing projects of the Project and will
19 require the project applicants for the Tracts to enter into cooperative agreements with the District including
20 certain terms, conditions, and obligations imposed upon said project applicants for the design, installation,
21 construction, and transfer of all storm drain improvements (the "Facilities"); and

22 **WHEREAS**, the District will be asked to make certain limited approvals for the Project,
23 specifically, including the approval of certain cooperative agreements with project applicants for
24 implementing Tracts of the Project; and

25 **WHEREAS**, the District has reviewed the Facilities associated with the Tracts and has
26 determined that all storm drain improvements referenced as the Facilities have been designed to the
27 District's standards and consistent with what was evaluated in the Environmental Impact Report ("EIR")
28 for the Project; and

07.23.19 11.2

FORM APPROVED COUNTY COUNSEL
BY  7/15/19
LEILA J. MOSHREF-DANESH DATE

1 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") (Public
2 Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations
3 Section 15000 et seq.), an EIR for the Winchester Hills Specific Plan No. 293 was previously prepared and
4 certified by the County of Riverside, as the CEQA lead agency, on October 28, 1997 (State Clearinghouse
5 No. 1991082004) and as amended in Substantial Conformances Numbers 1-7; and

6 **WHEREAS**, the County of Riverside served as lead agency for the environmental review
7 and analysis of the Specific Plan No. 293, including Substantial Conformances Nos. 1-7, pursuant to the
8 requirements of CEQA; and

9 **WHEREAS**, the lead agency, at a noticed public meeting, reviewed and considered the Final
10 EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written
11 comments received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and
12 Reporting Program, and approved the Specific Plan No. 293; and

13 **WHEREAS**, the District has limited approval and implementing authority over the Specific
14 Plan No. 293 and thus serves only as a responsible agency for the Specific Plan No. 293 pursuant to the
15 requirements of CEQA; and

16 **WHEREAS**, the District, as a responsible agency, has determined that the certified Final
17 EIR adequately analyzes the potential environmental impacts associated with the District's limited role as a
18 responsible agency related to any cooperative agreements ("Agreements") for implementation of the
19 Project; and

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

21 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
22 Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("Board")
23 assembled in regular session on July 23, 2019, in the meeting room of the Board of Supervisors located on
24 the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the
25 evidence and testimony presented on the matter, both written and oral, including the EIR as it relates to the
26 Specific Plan No. 293, that:

27 **SECTION 1. CEQA Actions.**
28

- 1 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA
2 Compliance. As the decision-making body for the District and in the
3 District's limited role as a responsible agency under CEQA, the District has
4 received, reviewed, and considered the information contained in the
5 Environmental Impact Report for the Winchester Hills Specific Plan, all
6 comment letters, and other related documents. Based on this review, the
7 Board finds that, as to those potential environmental impacts within the
8 District's powers and authorities as responsible agency, the EIR for the
9 Specific Plan No. 293 contains a complete, objective, and accurate reporting
10 of those potential impacts and reflects the independent judgment and analysis
11 of the Board.
- 12 (b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of
13 the CEQA Statutes and Guidelines, the District, in its limited capacity as a
14 responsible agency, considered the EIR that was prepared by the lead agency
15 and independently finds that the EIR adequately covers the District's plan
16 check, inspection, and the operation and future maintenance of the Specific
17 Plan flood control facilities. Furthermore, the District finds that no
18 significant adverse impacts will occur as a result of the inspection, operation,
19 and future maintenance of the Specific Plan flood control facilities, and no
20 further analysis under CEQA is required.
- 21 (c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation
22 measures were made a condition of approval for the construction and
23 operation of the Specific Plan, and a mitigation monitoring plan/program was
24 adopted by the lead agency, however, the District finds that none of the
25 mitigation measures are required for the operation and maintenance of the
26 proposed storm drain improvements.
27
28

1 **SECTION 2.** Approval of the Project. As required by State CEQA Guidelines Section
2 15096 and in its limited role as responsible agency under CEQA, the Board hereby approves the Project as
3 it relates to the Agreements.

4 **SECTION 3.** Notice of Determination. The Board hereby directs staff to file a Notice of
5 Determination with the Riverside County Clerk within five (5) working days of the approval of the
6 Agreements.

7 **SECTION 4.** Custodian of Records. The documents and materials that constitute the record
8 of proceedings on which these findings are based are located at the offices of the Clerk of the Board of
9 Supervisors for the District at 4080 Lemon Street, 1st Floor, Riverside, CA 92501 and the District Office,
10 1995 Market Street, Riverside, CA 92501.


11 **SECTION 5.** Execution of Resolution and Agreements. The Clerk of the Board shall sign
12 this Resolution and the Clerk shall attest and certify to the passage and adoption thereof.

13
14
15 ROLL CALL:

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

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

21 Kecia R. Harper, Clerk of said Board

22 By 
23 Deputy

NOTICE OF DETERMINATION

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

Responsible Agency:

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

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

7/25/19
Date

WR
Lead Agency:
Initial

Riverside County Planning Department
4080 Lemon Street, 12th Floor
Riverside, CA 92502

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

State Clearinghouse Number: 1991082004

Project Title: Agreements relating to implementation of Winchester Hills Specific Plan No. 293

Project Location: The project site is located in the unincorporated community of Winchester, which is situated in southwest Riverside County. More specifically, the project is located within the Winchester Hills Specific Plan, which is bounded by Case Road, Holland Road, Highway 79, and Briggs Road on the north, south, east, and west, respectively. The project area is located in Township 5 South, Range 2 West, Sections 9, 30, 31, 32, and 33 and in Township 6 South, Range 2 West, Sections 4 and 5 of the Winchester 7.5 Series USGS Topographic Quadrangle map. The site is centered at approximately 33° 41' 33.27" N, 117° 6' 50.71" W (latitude, longitude).

Project Description: The Winchester Hills Specific Plan No. 293 (SP) and Environmental Impact Report (EIR) were prepared and certified by the Riverside County Board of Supervisors ("County") on October 28, 1997. The SP included a mix of land uses on a 2,065 acre project site. Since adoption, the SP has been amended several times to allow minor modifications from the adopted SP. The last amendment modified the minimum lot sizes in several planning areas in order to provide a finer-grained mix of residential products to create a more amenitized and pedestrian-oriented community by providing more active and passive open space dispersed throughout the community. The Conditions of Approval (COA) that were adopted for the SP in 1997 are still applicable to the current plan for Tract Nos. 36417, 34677, 30989, 33145, Miscellaneous Nos. 4336, 4337 (Phase 2 for Tract No. 33145), 3961 (Offsite Facilities for Tract No. 31892), and Encroachment Permit Nos. 3740, 3746. Pursuant to the SP's EIR and COA, all development within the SP must design and construct drainage improvements that have been approved by the Riverside County Flood Control and Water Conservation District (District) prior to developing the site, and the District shall bear the responsibility of operating and maintaining said facilities upon completion of construction. As such, the project referenced in this Notice of Determination is the limited discretionary approval by the District, as a Responsible Agency for purposes of CEQA, to enter into cooperative agreements with developers within the SP to accept the drainage improvements as prescribed in the EIR. Acceptance of said facilities may require right of way (ROW) associated with these facilities to be conveyed to the District. Operations and maintenance of said facilities and acquisition of associated ROW will not result in significant adverse impacts.

CEQA Determination: This is to advise that the District, in its limited capacity as a Responsible Agency for the project, has considered County's EIR certified on October 28, 1997 and has made the following determinations:

1. Accepting and maintaining the future flood control facilities is within the scope of the County's EIR for the SP, and the environmental effects of the SP project have been adequately addressed, therefore, no further CEQA review is required.
2. The District's project will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for the SP, and a mitigation monitoring plan/program was certified by the Lead Agency for the SP project, however, no mitigation measures are required for the District's project.
4. A Statement of Overriding Considerations was adopted by the Lead Agency for this project, however, overriding considerations are not required for the District's project.
5. Findings were made pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that the records of this project's approval are available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 12th Floor, Riverside, CA 92501.

Responsible Agency Signature: Edwin Uhley **Date:** 7/9/19
for JASON E. UHLEY
General Manager-Chief Engineer
Riverside County Flood Control and Water Conservation District

ARM:mcv
P8\226275

JUL 23 2019 11.2

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 6/20/2019 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660
DEPT ID: 947140 PROGRAM: _____

AMOUNT: \$50.00

REF:

CEQA NOTICE OF DETERMINATION POSTING FOR WINCHESTER HILL SPECIFIC PLAN NO 293 (137-0-3-75263-00-00-0000-00)

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

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: Irene Sibley Ext 51261
PRESENTED BY: Joan Valle Ext 58856
CONTACT: Drew Marshall Ext 58082 or Kevin Cunningham Ext 51526

TO BE FILLED OUT BY COUNTY CLERK

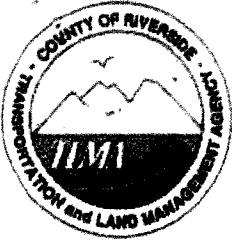
ACCEPTED BY:

Irene Sibley

DATE:

06-25-19

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



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY

NOTICE OF DETERMINATION

TO:
 Office of Planning and Research (OPR)
1400 Tenth Street, Room 121
Sacramento, CA 95814
 County Clerk
County of Riverside

FROM:
Riverside County Planning Department
 4080 Lemon Street, 9th Floor
P. O. Box 1409
Riverside, CA 92502-1409
 82-675 Highway 111, 2nd Floor
Indio, CA 92201

Riverside County Transportation Department
 4080 Lemon Street, 8th Floor
P. O. Box 1090
Riverside, CA 92502-1090

FILED
RIVERSIDE COUNTY

SUBJECT: Filing of Notice of Determination in Compliance with Section 21152 of the California Public Resources Code

OCT 08 2004

EA 38476 Change of Zone No. 6715/Tentative Tract Map No. 30322
Project Title Case Numbers

State Clearinghouse Number Contact Person Area Code/No /Ex/By
GARY L. ORSO
C. Kohler Deputy

Rancho Winchester Valley 63 LLC, 27740 Jefferson Avenue, Ste. 200, Temecula, CA 92590
Project Applicant/Property Owner and Address

Located south of Adams Street, north of Beeler Road, east of Olive Avenue, and west of Newport Road.
Project Location

Change of Zone 6715 requests to change A-1 to SP zone within Planning Area 29 of Specific Plan No. 293 and Tentative Tract Map 30322 proposes to subdivide 64.82 acres into 272 residential lots and 10 open space lots.

Project Description
is to advise that the Riverside County Board of Supervisors has approved the above-referenced project on 9/28/04, and has made the following determinations regarding that project

- The project will, will not have a significant effect on the environment.
- An Environmental Impact Report was prepared for the project and certified pursuant to the provisions of the California Environmental Quality Act (\$914 fee)
 An Addendum to a Environmental Impact Report No. 380 was prepared for the project and certified pursuant to the provisions of the California Environmental Quality Act (\$64 fee + evidence of prior EIR fee)
 A Negative Declaration was prepared for the project pursuant to the provisions of the California Environmental Quality Act. (\$1,314 fee)
 A Negative Declaration with a de minimus finding was prepared for the project pursuant to the provisions of the California Environmental Quality Act. (\$64 fee)
 The project was undertaken pursuant to and in conformity with Specific Plan No. ?? (??) for which an Environmental Impact Report was certified or a Negative Declaration adopted. All potentially significant effects or the project were adequately analyzed in the earlier EIR or Negative Declaration and were avoided or mitigated pursuant to that earlier EIR or Negative Declaration. NO FURTHER ENVIRONMENTAL DOCUMENTATION IS REQUIRED. (\$64 fee + evidence of fish and game fee paid)
- Mitigation Measures were, were not made a condition of the approval of the project.
- Findings were made in accordance with Section 21081 of the California Public Resources Code
- A statement of Overriding Considerations , was, was not adopted for the project.
- A de minimus finding was, was not made for the project in accordance with Section 711.4 of the California Fish and Game Code.

This is to certify that the Negative Declaration or Final EIR, with comments, responses and record of project approval is available to the general public at
 Riverside County Planning Department, 4080 Lemon Street, 9th Floor; Riverside, CA 92501
 Riverside County Planning Department, 82-675 Highway 111, Room 209, Indio, CA 92201
 Riverside County Transportation Department, 4080 Lemon Street, 9th Floor, Riverside, CA 92501

Corinne Daly Deputy Clerk of the Board Date 9/28/04
Signature Title Date
Y:\files\EA38476.nod.wpd
COUNTY CLERK
Neg. Declaration/Ntc Determination
Filed per P.R.C. 21152
POSTED

TO BE COMPLETED BY OPR Date Received for Filing and Posting at OPR:	FOR COUNTY CLERK'S USE ONLY OCT 08 2004 Removed: _____ Please charge deposit fee case #: ZEA38476 By: _____ Dept County of Riverside, State of California
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9/28/04 3.46

COUNTY OF RIVERSIDE
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

R0112333

080 Lemon Street
Second Floor
Riverside, CA 92502
(909) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(909) 694-5242

82675 Highway 111
Room 209
Indio, CA 92201
(760) 863-8271

Received from: ALBERT A WEBB ASSOCIATES \$78.00
paid by: CK 11409
paid towards: CFG01827 CALIF FISH & GAME: DOC FEE
EA38476
at parcel #:
appl type: CFG3

By *NMAZIK* Oct 23, 2001 10:08
NMAZIK posting date Oct 23, 2001

Account Code	Description	Amount
5703-322-490-9923	CF&G TRUST: RECORD FEES	\$78.00

Overpayments of less than \$5.00 will not be refunded!

Additional info at www.tlma.co.riverside.ca.us/lms/lms.htm

COUNTY OF RIVERSIDE
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

REPRINTED * 0015391

4080 Lemon Street
Second Floor
Riverside, CA 92502
(909) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(909) 600-6100

82675 Highway 111
Room 209
Indio, CA 92201
(760) 863-8271

Received from: HILLS PARTNERSHIP MENIFEE \$928.00
paid by: CK 1009 16-66
paid towards: CFG00767
at parcel #:
appl type: XCFG

By _____ Mar 24, 1994 13:44
RIV posting date Mar 24, 1994

Account Code	Description	Amount
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Overpayments of less than \$5.00 will not be refunded!

Additional info at www.tlma.co.riverside.ca.us/lms/lms.htm

COOPERATIVE AGREEMENT

Salt Creek – Leon Road Storm Drain, Stage 2
 Salt Creek – Leon Lateral Storm Drain, Stage 1
 Salt Creek – Fox Hollow Drive Storm Drain, Stage 1
 Project Nos. 4-0-00176, 4-0-00183 and 4-0-00184
 Miscellaneous No. 3961 (Offsite Facilities for Tract No. 31892)

This Cooperative Agreement ("Cooperative Agreement"), dated as of July 23, 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 Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("DEVELOPER"), together, "the Parties". The Parties hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Miscellaneous No. 3961 (MS3961), located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 31892 located in an unincorporated area of western Riverside County. As a condition of approval for MS3961, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The required flood control facilities and drainage improvements, as shown in concept in blue on Exhibit "A" attached hereto and a part hereof and on District Drawing No. 4-1143, include construction of:

- (i) Line 1-C ("LEON ROAD STAGE 2") will be comprised of approximately 1,435 lineal feet of underground storm drain system structure. At its downstream terminus, LEON ROAD STAGE 2 will connect to the DISTRICT's existing Salt Creek – Leon Road Storm

Drain, Stage 1 facility, as shown on District Drawing No. 4-0827. At its upstream terminus, LEON ROAD STAGE 2 will terminate with a concrete bulkhead for future extension;

(ii) Lateral 3 ("LEON ROAD LATERAL") will be comprised of approximately 44 lineal feet of reinforced concrete pipe. At its upstream terminus, LEON ROAD LATERAL will terminate with a concrete bulkhead for future extension;

(iii) Lateral 4 ("FOX HOLLOW LATERAL") will be comprised of approximately 50 lineal feet of reinforced concrete pipe. At its upstream terminus, FOX HOLLOW LATERAL will terminate with a concrete bulkhead for future extension;

(iv) All safety devices requested by DISTRICT staff during the course of PROJECT construction, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER and subject to the DISTRICT's inspection and approval; and

C. Together, LEON ROAD STAGE 2, LEON ROAD LATERAL, FOX HOLLOW LATERAL and SAFETY DEVICES are called "DISTRICT FACILITIES"; and

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

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

F. 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

G. 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

H. 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 Cooperative Agreement, (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, and (c) 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

I. 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 and APPURTENANCES, (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 ("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. 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.

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

6. Prior to commencing construction, furnish DISTRICT with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of DISTRICT FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and 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., 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 the 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 the PROJECT is 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 has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. [INTENTIONALLY DELETED]

10. [INTENTIONALLY DELETED]

11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on DISTRICT FACILITIES, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

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

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

14. 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.

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

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

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

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

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 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 Cooperative 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 Cooperative 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 Cooperative Agreement or be no less than two (2) times the occurrence limit. Policy

shall name the 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 Cooperative Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Cooperative Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Cooperative Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of or prior to the inception of this Cooperative 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 and Asbestos Liability:

DEVELOPER or its construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering DEVELOPER's or its construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the DEVELOPER or its construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT and COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT and COUNTY for review and approval. If DEVELOPER or its construction contractor(s) maintains broader

coverage and/or higher limits than the minimums shown above, the 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 the DISTRICT.

In the event, DEVELOPER or its construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, DEVELOPER or its construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT and COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT, COUNTY and DEVELOPER, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT, COUNTY and DEVELOPER.

DEVELOPER or its construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

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. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Cooperative Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the County Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Cooperative Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified

original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Cooperative 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 Cooperative 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 Cooperative Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Cooperative 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 Cooperative Agreement.
- vii. The insurance requirements contained in this Cooperative 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 Cooperative Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Cooperative 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 Cooperative Agreement.

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

19. 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.

20. [INTENTIONALLY DELETED]

21. [INTENTIONALLY DELETED]

22. 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 and COUNTY accepts ownership and responsibility for operation and maintenance of APPURTENANCES.

23. 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.

24. 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.

25. 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".

26. 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 IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide 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 DELETED]
5. Inspect DISTRICT FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this 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.19., (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) COUNTY acceptance of APPURTENANCES for ownership, operation, and maintenance, and (v) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

SECTION III

COUNTY shall:

1. Review IMPROVEMENT PLANS and approve when COUNTY has determined that such plans meet County standards and are found acceptable to COUNTY 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.

4. [INTENTIONALLY DELETED]

5. [INTENTIONALLY DELETED]

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 DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.

8. Not grant any occupancy permits for any units within any portion of Tract No. 31892 or any phase thereof until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

9. Upon DISTRICT 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 DISTRICT FACILITIES, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. 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 DISTRICT FACILITIES construction and quality control matters.

If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

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

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 Cooperative Agreement, performance under this Cooperative Agreement or failure to comply with the

requirements of this Cooperative 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 or 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 the 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. 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

FORESTAR (USA) REAL ESTATE GROUP, INC.
14755 Preston Road, Suite 130
Dallas, TX 75254
Attn: Thomas Burleson

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

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.

19. This Cooperative Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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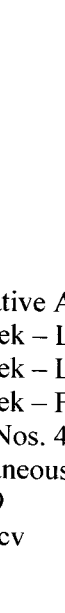
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on JUL 23 2019
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON 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

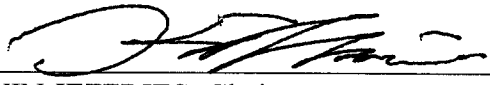
(SEAL)

Cooperative Agreement:
Salt Creek – Leon Road Storm Drain, Stage 2
Salt Creek – Leon Lateral Storm Drain, Stage 1
Salt Creek – Fox Hollow Drive Storm Drain, Stage 1
Project Nos. 4-0-00176, 4-0-00183 and 4-0-00184
Miscellaneous No. 3961
06/18/19
AMR:mcv

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Director of Transportation

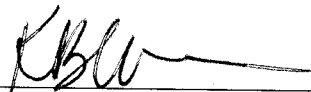
By 
KEVIN JEFFRIES, Chairman
Board of Supervisors

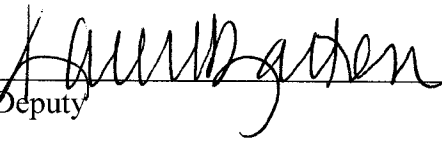
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

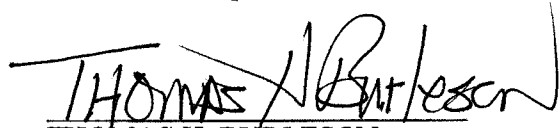
By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement:
Salt Creek – Leon Road Storm Drain, Stage 2
Salt Creek – Leon Lateral Storm Drain, Stage 1
Salt Creek – Fox Hollow Drive Storm Drain, Stage 1
Project Nos. 4-0-00176, 4-0-00183 and 4-0-00184
Miscellaneous No. 3961
06/18/19
AMR:mcv

**FORESTAR (USA) REAL ESTATE GROUP,
INC.,**
a Delaware corporation



THOMAS H. BURLESON
Senior Vice President and President West Region

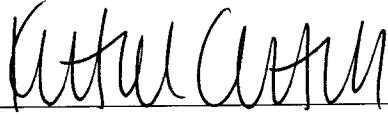
(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Salt Creek – Leon Road Storm Drain, Stage 2
Salt Creek – Leon Lateral Storm Drain, Stage 1
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Project Nos. 4-0-00176, 4-0-00183 and 4-0-00184
Miscellaneous No. 3961
06/18/19
AMR:mcv

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of June 2019, by Thomas H. Burlison, as Senior Vice President and President West Region of Forestar (USA) Real Estate Group Inc.



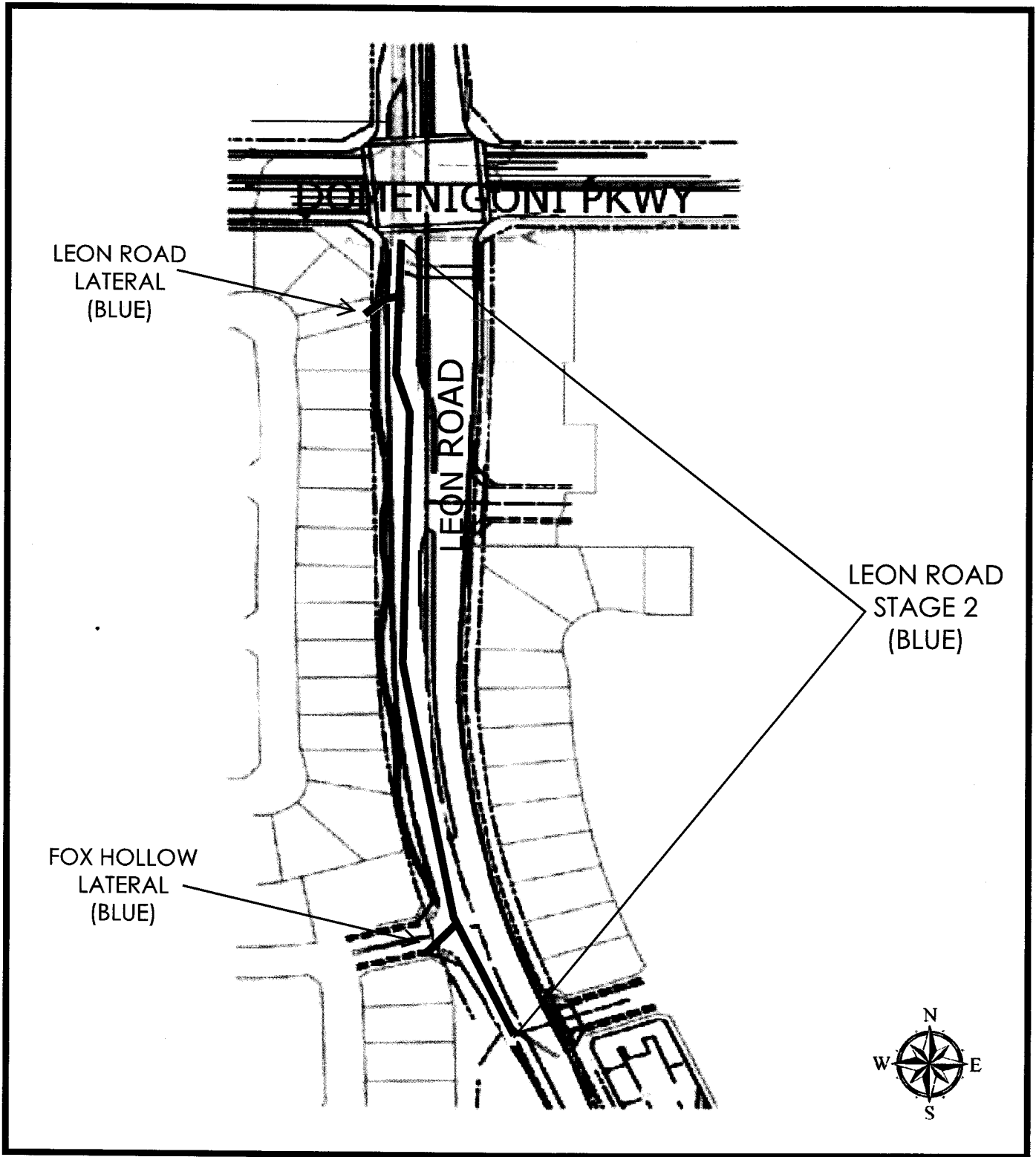


Notary Public

Printed Name: Kristen Carlstrom

My Commission Expires 7/6/2023

Exhibit A



COOPERATIVE AGREEMENT

Salt Creek – Leon Road Storm Drain, Stage 2

Salt Creek – Leon Lateral Storm Drain, Stage 1

Salt Creek – Fox Hollow Drive Storm Drain, Stage 1

Project Nos. 4-0-00176, 4-0-00183 and 4-0-00184

Miscellaneous No. 3961 (Offsite Facilities for Tract No. 31892)