

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 DEVELOPER from indemnifying DISTRICT and 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

WINCHESTER MEADOWS, LLC
1064 Pescador Drive
Newport Beach, CA 92660
Attn: Robert W. Love

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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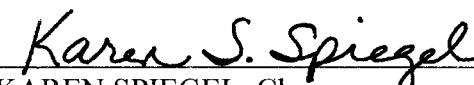
IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative

Agreement on AUG 06 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

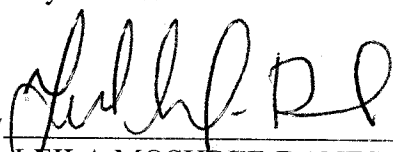
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

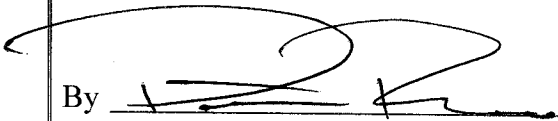
By 
Deputy


(SEAL)

Cooperative Agreement:
Winchester Hills – Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:mcv
06/24/19

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Director of Transportation

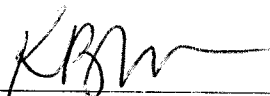
By 
KEVIN JEFFRIES, Chairman
Board of Supervisors

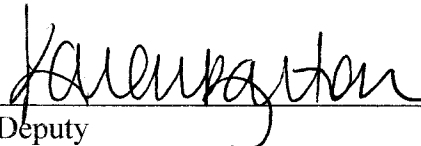
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

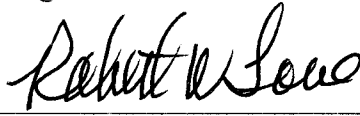
By 
Deputy

(SEAL)

Cooperative Agreement:
Winchester Hills - Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:mcv
06/24/19

WINCHESTER MEADOWS, LLC
a California limited liability company

By: R.K.E. Companies, Inc.,
a California corporation
Its Manager

By 

ROBERT W. LOVE
President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Notary Certificate attached pursuant
☒ CA Civil Code § 1189
☐ CA Government Code § 8202

Cooperative Agreement:
Winchester Hills - Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:mcv
06/24/19

CALIFORNIA ACKNOWLEDGMENT

California 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

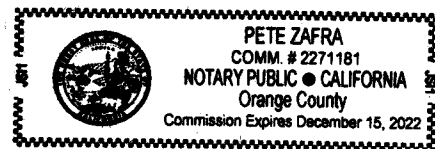
County of Orange

On June 28, 2019 before me, Pete Zafra, Notary Public,
personally appeared Robert W. Love,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/
she/they executed the same in his/her/their authorized capacity(ies), and that by his/
her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Pete Zafra (Seal)



OPTIONAL

Additional information provided in this section is not required however may deter fraudulent attachment of this certificate to a document other than originally intended.

Description of Attached Document:

Title or Type of Document: Cooperative Agreement
Document Date: June 28, 2019
Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name: Robert W. Love

Capacity Claimed:

- ☒ Individual ☐ Trustee ☐ Attorney-in-Fact
☐ Guardian or Conservator
☐ Corporate Officer - Title(s) _____
☐ Other _____

Signer is Representing: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name: _____

Capacity Claimed:

- ☐ Individual ☐ Trustee ☐ Attorney-in-Fact
☐ Guardian or Conservator
☐ Corporate Officer - Title(s) _____
☐ Other _____

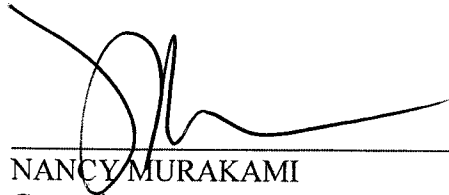
Signer is Representing: _____

CONSENT TO COOPERATIVE AGREEMENT

Ranchos Property, a California general partnership ("RANCHOS"), hereby consents to the foregoing Cooperative Agreement ("Agreement") by and between the Riverside County Flood Control and Water Conservation District, a body politic, the County of Riverside, a political subdivision of the State of California, and Winchester Meadows, LLC, a California limited liability company. The Agreement sets forth each party's rights and obligations for the construction, operation and maintenance of certain flood control facilities required as a Condition of Approval for Tract No. 36417. RANCHOS' consent, including with respect to any future developments thereunder, is not and will not be deemed or construed to modify, waive or affect any of the provisions, covenants or conditions of the Agreement, waive any breach of the Agreement or any rights of RANCHOS, or enlarge or increase RANCHOS' obligations under the Agreement.

CONSENTING PROPERTY OWNER

RANCHOS PROPERTY,
a California general partnership



NANCY MURAKAMI
General Partner

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Winchester Hills - Line C, Stage 3
Project No. 4-0-00580
Tract No. 36417
AMR:mcv
06/24/19

ACKNOWLEDGMENT

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

State of California

County of Los Angeles)

On 6/27/2019 before me, Eun Young Lee, Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



Exhibit A

LEGAL DESCRIPTION

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

PARCEL 1 OF AMENDED PARCEL MAP NO. 13711, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114 PAGE 35 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, PARCEL 4110-6 AS SHOWN ON RECORD OF SURVEY RECORDED JULY 23, 1983 IN BOOK 70, PAGES 26 THROUGH 33 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, ANY PORTION LYING WITHIN AMENDED TRACT NO. 30266-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 431 PAGES 19 THROUGH 26, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 461-160-029-1

COOPERATIVE AGREEMENT

Winchester Hills - Line C, Stage 3

Project No. 4-0-00580

Tract Map No. 36417

Page 1 of 1

Exhibit B

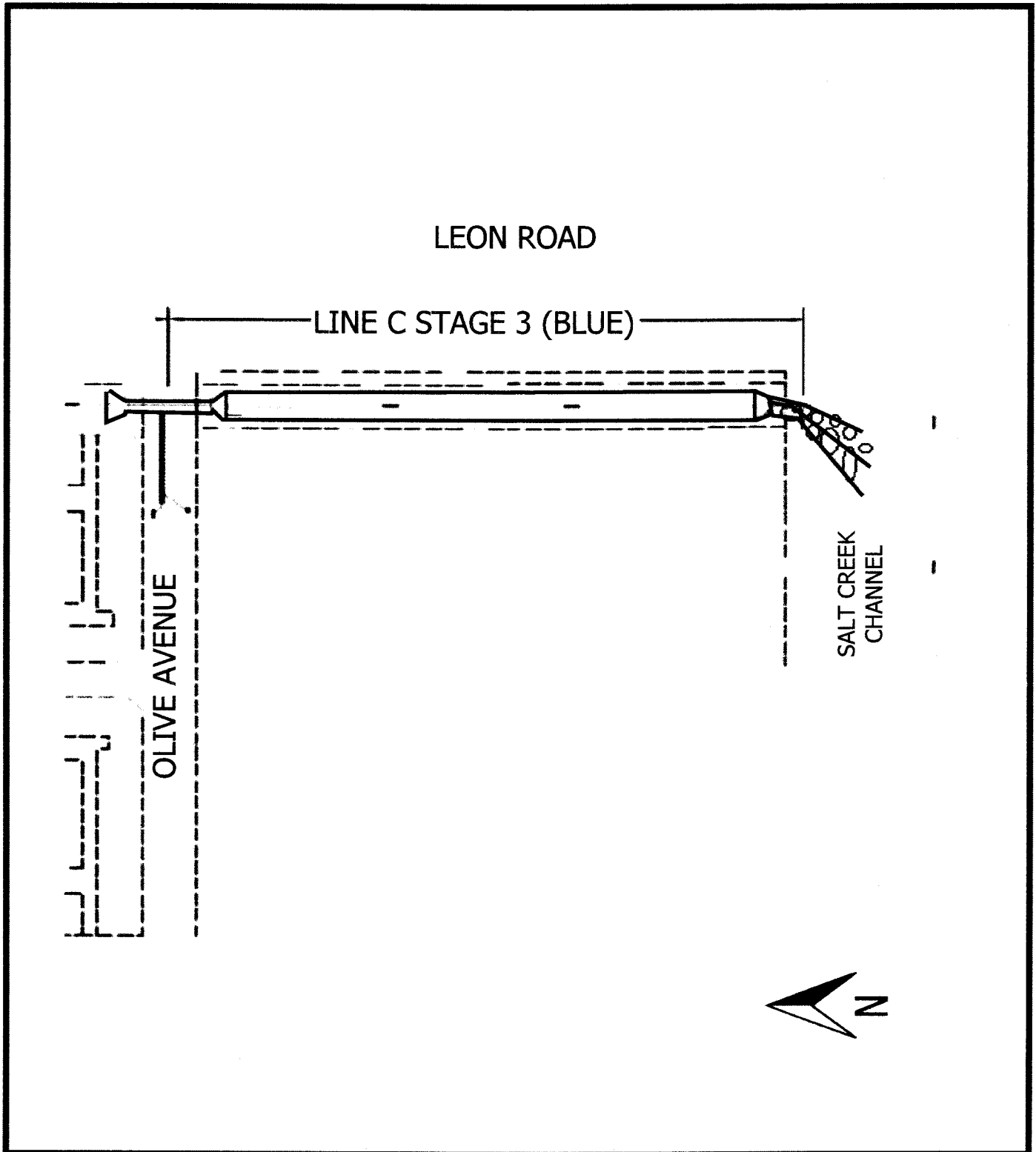


EXHIBIT C

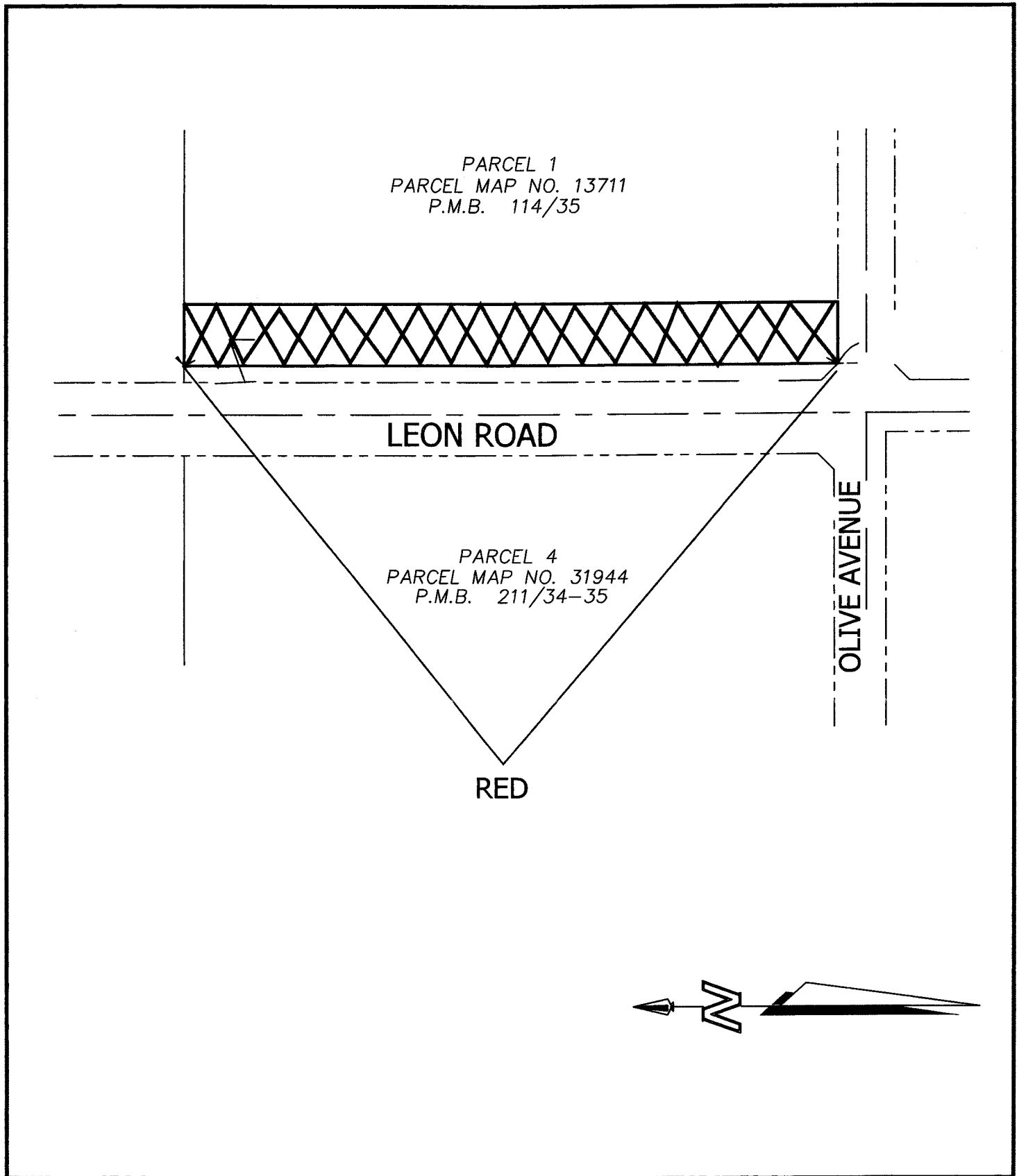


EXHIBIT C

