

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



ITEM: 11.2  
(ID # 10903)

**MEETING DATE:**

Tuesday, March 10, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2020-04 Considering an Environmental Impact Report and Addendum for Tract 36687R1, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA), and Issuing Certain Limited Approvals for the Cooperative Agreement, Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside on behalf of its Transportation Department, and Forestar (USA) Real Estate Group Inc. for Warm Springs Valley – Koon Street Channel, Stage 1 (Tract No. 36687R1), Project No. 7-0-00229, District 3. [\$0] (Companion Item to MT Item No. 11953) (Clerk to File Notice)

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

1. Adopt Resolution No. F2020-04 Considering an Environmental Impact Report and 2015 Addendum for Tract 36687R1, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, and Issuing Certain Limited Approvals for the Cooperative Agreement;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County) on behalf of its Transportation Department (Transportation Department), and Forestar (USA) Real Estate Group Inc. (Developer);

**ACTION: Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/21/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 10, 2020  
xc: Flood

Kecia R. 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**

3. Authorize the Chairwoman of the Board to execute the Cooperative Agreement 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 Transportation Department; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> The Developer is funding all construction and construction inspection costs (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 - 20/21	

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

**BACKGROUND:**

**Summary**

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract No. 36687R1 are to be constructed by Developer and inspected, operated and maintained by the District, the Transportation Department and the Developer.

The Cooperative Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of the referenced flood control facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of (i) Approximately 116 lineal feet of concrete trapezoidal channel and the associated joint use access road; (ii) approximately 124 lineal feet of concrete rectangular channel, concrete wingwalls and riprap energy dissipater; and (iii) all necessary safety devices, including but not limited to concrete pads, slope protection barriers, protective fencing around District structures and signage. The District will also assume responsibility for the removal of sediment and debris from the triple cell culvert located at Solstice Street.

The Transportation Department will assume ownership and responsibility for the operation and maintenance of the associated lateral storm drains that are thirty-six inches (36") or less in diameter located within County held rights of way. In addition, the Transportation Department will also assume ownership and responsibility for the structural integrity and maintenance of the triple cell 4' x 5' reinforced concrete culvert located within County held rights of way.



**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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The Developer will retain ownership and responsibility for the operation and maintenance of the common property line walls/fences, tubular steel fences, tubular steel gates and channel swale, which will be located within privately held easements or rights of way.

County Counsel has approved the Cooperative Agreement as to legal form. The Developer has executed the Agreement. A companion item from the Transportation Department appears on the County agenda this same date.

**Environmental Findings**

Pursuant to CEQA, the County's Environmental Impact Report (EIR) and 2015 Addendum were reviewed. The District, in its limited capacity as a responsible agency, finds that: the County's EIR and Addendum adequately cover the construction and maintenance of the referenced flood control facilities and no impacts will result from execution of the Cooperative Agreement or the operation and maintenance of the flood control facilities. Therefore, no further action under CEQA is required. Upon approval by this Board of Supervisors, the Clerk of the Board will file the attached Notice of Determination with the County Clerk within five working days.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 36687R1. 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 flood control facilities will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement
3. Resolution No. F2020-04
4. Notice of Determination
5. Authorization to Bill
6. CEQA Fee Receipt

RKM:blm  
P8/229244

  
\_\_\_\_\_  
Jason Farin, Senior Management Analyst

3/4/2020

  
\_\_\_\_\_  
Gregory B. Priantos, Director County Counsel

3/4/2020

RESOLUTION NO. F2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH# 1990021265) FOR THE  
WINCHESTER 1800 SPECIFIC PLAN NO 286, MAKING RESPONSIBLE AGENCY FINDINGS  
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ISSUING CERTAIN  
LIMITED APPROVALS FOR THE PROJECT

**WHEREAS**, the Riverside County Flood Control and Water Conservation District ("District") has been designated as the agency responsible for the acceptance, operation and maintenance of certain flood control improvements that are required to be installed as a part of implementing the Winchester Hills Specific Plan No. 286 (the "Project") as long as facilities are designed to the District's standards; and

**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") an Environmental Impact Report ("EIR") for the Project was previously prepared and certified by the County of Riverside, as the CEQA lead agency, on April 29, 1997 (State Clearinghouse No. 1990021265); and

**WHEREAS**, the lead agency, at a noticed public meeting, reviewed and considered the Final EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written comments received, and certified the EIR and made written findings, adopted a Mitigation Monitoring and Reporting Program, and approved the Specific Plan No. 286; and

**WHEREAS**, the District has been asked to make certain limited approvals for the Project, specifically including the approval of a certain cooperative agreement with the project applicant and the County of Riverside for implementing a certain development known as Tract 36687R1; and

**WHEREAS**, Tract No. 36687R1 ("Tract") is an implementing project of the Project and will require the project applicant to enter into a cooperative agreement with the District which includes certain terms, conditions and obligations imposed upon said project applicants for the design, installation, construction and transfer of certain flood control improvements (the "Facilities"); and

**WHEREAS**, the County of Riverside, as lead agency, prepared an addendum to the EIR which

FORM APPROVED COUNTY COUNSEL  
BY:  2/27/20  
LEILA J. MOSHREF-DANESH DATE



analyzed the potential for environmental impacts associated with implementation of Tract 36687R1 and adopted the addendum on December 15, 2015 pursuant to the requirements of CEQA; and

**WHEREAS**, the District has reviewed the Facilities associated with Tract 36687R1 and has determined that all flood control improvements referenced as the Facilities have been designed to the District's standards and are consistent with what was evaluated in the EIR and associated addendum for the Project; and

**WHEREAS**, the District has limited approval and implementing authority over the Winchester 1800 Specific Plan No. 286 and thus serves only as a responsible agency for the Winchester 1800 Specific Plan No 286 pursuant to the requirements of CEQA; and

**WHEREAS**, the District, in its limited capacity as a responsible agency, has determined that the certified Final EIR and 2015 addendum adequately analyze the potential environmental impacts associated with the District's approval of a certain cooperative agreement required for implementation of the Project; 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 March 10, 2020, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> 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 EIR as it relates to the Specific Plan No. 286, that:

**SECTION 1. CEQA Actions.**

(a) Consideration of the EIR 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 Environmental Impact Report for the Winchester 1800 Specific Plan, all comment letters and other related documents. 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 EIR and

addendum for the Specific Plan No. 286 contain a complete, objective, and accurate reporting of those 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 EIR and addendum that was prepared by the lead agency and independently finds that the EIR and addendum adequately cover the District's plan check, inspection, and the operation and future maintenance of the Specific Plan flood control facilities. Furthermore, the District finds that no significant adverse impacts will occur as a result of the inspection, operation, and future maintenance of the Specific Plan flood control facilities and no further analysis under CEQA is required.

(c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation measures were made a condition of approval for the construction and operation of the Specific Plan, and a mitigation monitoring plan/program was adopted by the lead agency, however, the District finds that none of the mitigation measures are required for the operation and maintenance of the proposed flood control improvements.

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

**SECTION 3.** 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(s).

**SECTION 4.** 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, 1<sup>st</sup> Floor, Riverside, CA 92501 and the District Office, 1995 Market Street, Riverside, CA 92501.

**SECTION 5.** 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.



2  
3 **RESOLUTION NO. F2020-04**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE**  
5 **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
6 **CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH# 1990021265) FOR THE**  
7 **WINCHESTER 1800 SPECIFIC PLAN NO. 286, MAKING RESPONSIBLE AGENCY FINDINGS**  
8 **PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ISSUING**  
9 **CERTAIN LIMITED APPROVALS FOR THE PROJECT**

10 ADOPTED by Riverside County Board of Supervisors on March 10, 2020

11 **ROLL CALL:**

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13  
14 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
15 Nays: None  
16 Absent: None

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

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By:   
Deputy



03.10.2020 11.2

**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.

Lead Agency: **Riverside County Planning Department**  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA 92502

2/18/2020      KCB  
Date                                  Initial

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

**State Clearinghouse Number:** 1990021265

**Project Title:** Warm Springs Valley – Koon Street Channel, Stage 1, Agreement relating to implementation of Winchester 1800 Specific Plan (SP No. 286) for Tract No. 36687R1

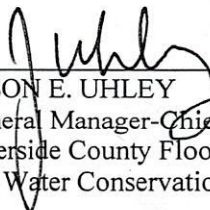
**Project Location:** The project site is in the unincorporated community of Winchester which is situated in southwest Riverside County. More specifically, the project is located within the Winchester 1800 Specific Plan which encompasses the area around the intersection of Highway 79 and Abelia Street. The project area is in Township 6 South, Range 2 West, Section 28 of the Winchester 7.5 Series USGS Topographic Quadrangle map. The site is centered at approximately 33°37'11.84"N by 117° 5'35.22"W (latitude, longitude).

**Project Description:** The Riverside County Flood Control and Water Conservation District (herein referred to as "District") proposes to enter into a cooperative agreement with a Forestar Real Estate Group USA (herein referred to as "Developer") and the County of Riverside (herein referred to as "County") to accept, operate and maintain Warm Springs Valley – Koon Street Channel, Stage 1 (herein referred to as "drainage facility"). The cooperative agreement defines the terms in which the District will accept, operate and maintain the drainage facility. Execution of this cooperative agreement constitutes the "project" pursuant to Section 15378 of the State CEQA Guidelines. Construction and operational impacts of the project have been analyzed and disclosed as part of the certification of Environmental Impact Report (EIR 374) and all subsequent addendums (collectively referred to as "EIR") that have been prepared for the Winchester 1800 Specific Plan (SP No. 286). The project may require right of way (ROW) associated with these facilities to be conveyed to the District. Acceptance, operation and maintenance of the drainage facility that is the subject of this cooperative agreement 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 the EIR which was certified by the County of Riverside on April 29, 1997 and has made the following determinations:

1. Accepting, operating and maintaining the drainage facilities that are the subject of the cooperative agreement is within the scope of the County's EIR for SP No. 286 and the environmental effects of SP No. 286 have been adequately addressed, therefore no further CEQA review is required.
2. Accepting, operating and maintaining the drainage facilities that are the subject of the cooperative agreement will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for SP No. 286, and a mitigation monitoring plan/program was adopted by the Lead Agency, however, no mitigation measures are required for the District's project.
4. A Statement of Overriding Considerations was adopted by the Lead Agency for the EIR, 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, 12<sup>th</sup> Floor, Riverside, CA 92501.

**Responsible Agency Signature:**       **Date:** 2/15/2020  
JASON E. UHLEY  
General Manager-Chief Engineer  
Riverside County Flood Control  
and Water Conservation District

RKM:blm  
P8/229246

MAR 10 2020      11.2



RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 11/21/2019 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

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

AMOUNT: \$50.00

REF:

CEQA NOTICE OF DETERMATION POSTING FOR WINCHESTER 1800 SPECIFIC PLAN NO 286 AGRMTS FOR TR 36687R1 (44101-137-0-3-75309) THE CDFW FILING FEE FOR THE PROJECT CEQA DOCUMENT HAS ALREADY BEEN PAID. THIS AUTHORIZATION TO BILL IS ONLY FOR FILING A NOTICE OF DETERMINATION BASED ON THE PREVIOUSLY FILED DOCUMENT. PLEASE SEE THE ATTACHED FILING RECEIPT.

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: DREW MARSHALL Ext 54843

CONTACT: KEVIN CUNNINGHAM Ext 51526

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: [Signature of Irene Sibley]

DATE: 11-27-19

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

COUNTY OF RIVERSIDE  
SPECIALIZED DEPARTMENT RECEIPT  
Permit Assistance Center

\* REPRINTED \* R1612222

4080 Lemon Street  
Second Floor  
Riverside, CA 92502  
(951) 955-3200

39493 Los Alamos Road  
Suite A  
Murrieta, CA 92563  
(951) 600-6100

38686 El Cerrito Road  
Palm Desert, CA 92211  
(760) 863-8277

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\*\*\*\*\*

Received from: HIGHPOINTE WASH ST \$50.00  
paid by: CK 128  
paid towards: CFG06326 CALIF FISH & GAME: DOC FEE  
EA42955  
at parcel #: 34491 WASHINGTON AVE WINC  
appl type: CFG3

By \_\_\_\_\_ Oct 11, 2016 12:46  
MGARDNER posting date Oct 11, 2016

\*\*\*\*\*  
\*\*\*\*\*

Account Code	Description	Amount
658353120100208100	CF&G TRUST: RECORD FEES	\$50.00

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

Additional info at [www.rctlma.org](http://www.rctlma.org)



COOPERATIVE AGREEMENT  
 Warm Springs Valley – Koon Street Channel, Stage 1  
 Project No. 7-0-00229  
 Tract No. 36687R1

This Cooperative Agreement ("Agreement"), dated as of March 10, 2020, 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") on behalf of its Transportation Department and Forestar (USA) Real Estate Group Inc., a Delaware corporation ("DEVELOPER"), which are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Tract No. 36687R1, located within the County of Riverside. The legal description of Tract No. 36687R1 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract No. 36687R1 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 36687R1, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 7-0551, include the construction of:

- i. Channel ("KOON ST STAGE 1"), as shown in concept in red on Exhibit "B", attached hereto and made a part hereof, which includes the following segments:
  - a. Approximately 116 lineal feet of concrete trapezoidal channel and the associated joint use access road; and

- b. Approximately 124 lineal feet of concrete rectangular channel, ladders, concrete wingwalls and rip-rap energy dissipater; and
  - ii. Safety devices requested by DISTRICT, including but not limited to concrete pads, slope protection barriers, protective fencing around DISTRICT structures and signage ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER, and subject to DISTRICT's inspection and approval; and
- D. Together, KOON ST STAGE 1 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and
- E. Associated with the construction of DISTRICT FACILITIES is the construction of :
- (i) 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
  - (ii) A triple cell 4' x 5' reinforced concrete box culvert located within COUNTY-held easements or rights of way ("CULVERT"), as shown in concept in aqua on Exhibit "B". With regard to the ownership, operation and maintenance of CULVERT, DISTRICT is willing to keep CULVERT free and clear of sediment and debris and COUNTY is willing to accept ownership and responsibility for the structural integrity and maintenance of CULVERT; and



(iii) Tubular steel gates, common property line walls/fences, tubular steel fences and channel swale located within DEVELOPER-held easements or rights of way, hereinafter called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER, and subsequently owned and maintained by the Home Owners' Association for Tract No. 36687R1; and

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

G. On or about October 30, 2019, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorized DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has begun construction of the aforementioned facilities; and

H. DEVELOPER and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

I. DEVELOPER and DISTRICT desire COUNTY to (i) accept ownership and responsibility for the operation and maintenance of APPURTENANCES and (ii) accept ownership and responsibility for the structural integrity and maintenance of CULVERT; and

J. DISTRICT is willing to (i) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and (ii) keep CULVERT free and clear of sediment and debris, 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 COUNTY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES and CULVERT as set forth herein; and

K. COUNTY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER for on behalf of DISTRICT for DISTRICT FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way; (iii) accept ownership and responsibility for the operation and maintenance of APPURTENANCES; and (iv) accept ownership and responsibility for the structural integrity and maintenance of CULVERT, 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 Agreement.



3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), any amendment to 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, 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 Agreement, the one-time cash sum of forty-nine thousand two hundred ninety-five dollars even (\$49,295), 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 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. 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 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. Obtain and provide DISTRICT (Attention: Real Estate Services Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

9. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.8. with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

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



11. 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.

12. 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.

13. Continue to provide DISTRICT 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 and Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this section 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.

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

15. 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 request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of APPURTENANCES.

16. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s) or grant deed(s) of fee title where appropriate, as determined by DISTRICT. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT, to the rights of way as shown in concept in purple diagonal hatching on Exhibit "D", and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

17. At the time of recordation of the conveyance document(s) as set forth in Section I.16., 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.

18. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, (ii) COUNTY accepts (a) ownership and responsibility for operation and maintenance of APPURTENANCES and (b) ownership and responsibility for the structural integrity and maintenance of CULVERT and (iii) the Home Owners' Association for Tract No. 36687R1 accepts ownership and responsibility for operation and maintenance of DEVELOPER FACILITIES.



19. 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.

20. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

21. 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".

22. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

## SECTION II

DISTRICT shall:

1. Review 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 Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.8.
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 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 and provided the plan check account is sufficiently funded for post processing, 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.15.; (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.21.; (iv) recordation of all conveyance documents



described in Section I.16.; (v) COUNTY acceptance of APPURTENANCES for ownership, operation and maintenance; (vi) COUNTY acceptance of ownership and responsibility for the structural integrity and maintenance of CULVERT and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

9. Accept sole responsibility for keeping CULVERT free and clear of sediment and debris upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance and COUNTY acceptance of ownership and responsibility for the structural integrity and maintenance of CULVERT.

10. 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 IMPROVEMENT PLANS and approve when TRANSPORTATION has determined that such plans meet TRANSPORTATION standards and are found acceptable to TRANSPORTATION prior to the start of PROJECT construction.

2. Continue to hold the accepted 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. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction,

inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

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

7. Upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, (i) accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES and (ii) accept ownership and sole responsibility for the structural integrity and maintenance of CULVERT.

8. Release occupancy permits in accordance with the approved conditions of approval.

9. 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. 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. 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 Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to 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 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 provided written notification to DISTRICT of the start of construction. 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; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all 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 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 COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or 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 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

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

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

To DEVELOPER: FORESTAR (USA) REAL ESTATE GROUP INC.  
2221 E. Lamar Boulevard, Suite 790  
Arlington, TX 76006  
Attn: Thomas Burleson, Senior Vice President

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

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 Agreement.

17. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

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



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

19. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

//

//


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

MAR 10 2020  
(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 – Koon Street Channel  
Project No. 7-0-00229  
Tract No. 36687R1  
01/28/20  
RKM:blm



RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
PATRICIA ROMO  
Director of Transportation

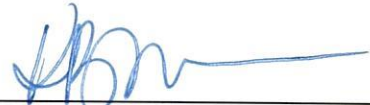
By   
V. MANUEL PEREZ, Chairman  
Board of Supervisors

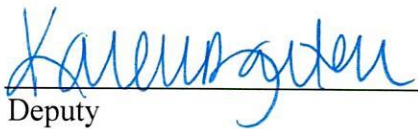
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

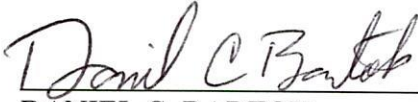
By   
Deputy

(SEAL)

Cooperative Agreement  
Warm Springs Valley – Koon Street Channel  
Project No. 7-0-00229  
Tract No. 36687R1  
01/28/20  
RKM:blm

**FORESTAR (USA) REAL ESTATE GROUP  
INC.**

a Delaware corporation

By   
DANIEL C. BARTOK  
Chief Executive Officer

By   
THOMAS H. BURLESON  
Senior Vice President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement  
Warm Springs Valley – Koon Street Channel  
Project No. 7-0-00229  
Tract No. 36687R1  
01/28/20  
RKM:blm



**Acknowledgement Form**

State of Texas

County of Tarrant

This instrument was acknowledged before me on January 30, 2020 by Daniel C. Bartok, Chief Executive Officer of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said corporation.



*Kristin Worthington*

Kristin Worthington, Notary Public

## Acknowledgement Form

State of Texas

County of Tarrant

This instrument was acknowledged before me on January 30, 2020 by Thomas H. Burleson, Senior Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said corporation.



A handwritten signature in blue ink, appearing to read "Kristin Worthington", written over a horizontal line.

Kristin Worthington, Notary Public

# Exhibit A

## **LEGAL DESCRIPTION**

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

PARCEL 3 OF PARCEL MAP NO. 15,090, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP, RECORDED IN [BOOK 93, PAGES 80, 81 AND 82](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 476-010-036-1

## COOPERATIVE AGREEMENT

Warm Springs Valley – Koon Street Channel, Stage 1

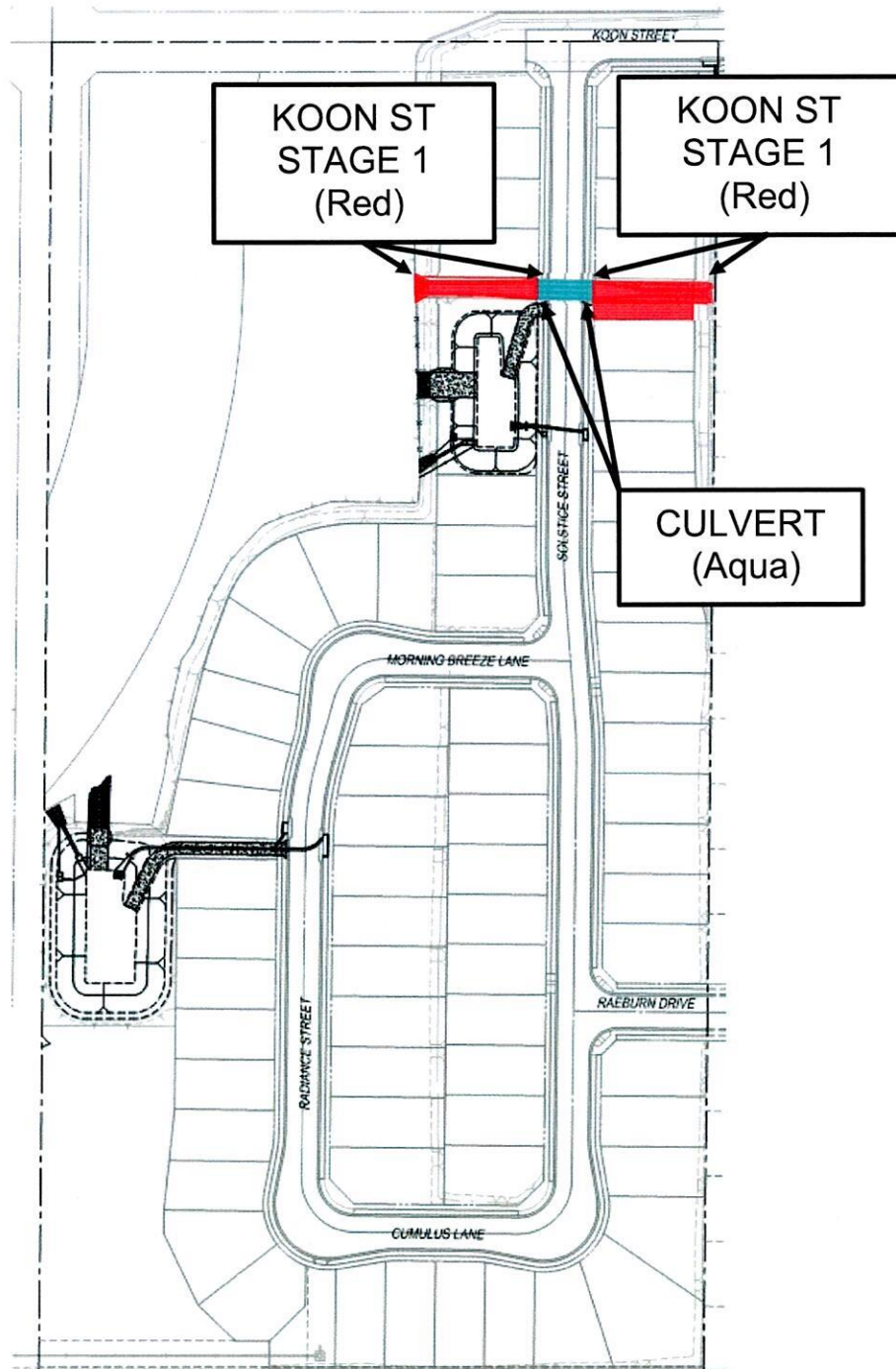
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# Exhibit B



## COOPERATIVE AGREEMENT

Warm Springs Valley – Koon Street Channel, Stage 1

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## Exhibit C

DISTRICT's Required Insurance is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, 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.

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 as Additional

### COOPERATIVE AGREEMENT

Warm Springs Valley – Koon Street Channel, Stage 1

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## Exhibit C

Insured. 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 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 DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such

### COOPERATIVE AGREEMENT

Warm Springs Valley – Koon Street Channel, Stage 1

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## Exhibit C

architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. Pollution 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. 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.

### COOPERATIVE AGREEMENT

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## Exhibit C

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 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 in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT 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

### COOPERATIVE AGREEMENT

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## Exhibit C

it has been rendered harmless, by written agreement of the DISTRICT 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 DISTRICT Risk Manager. If the DISTRICT's 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's 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

### COOPERATIVE AGREEMENT

Warm Springs Valley – Koon Street Channel, Stage 1

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## Exhibit C

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 DISTRICT 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.
- iv. 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,

### COOPERATIVE AGREEMENT

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## Exhibit C

evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

## Exhibit C

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

### COOPERATIVE AGREEMENT

Warm Springs Valley – Koon Street Channel, Stage 1

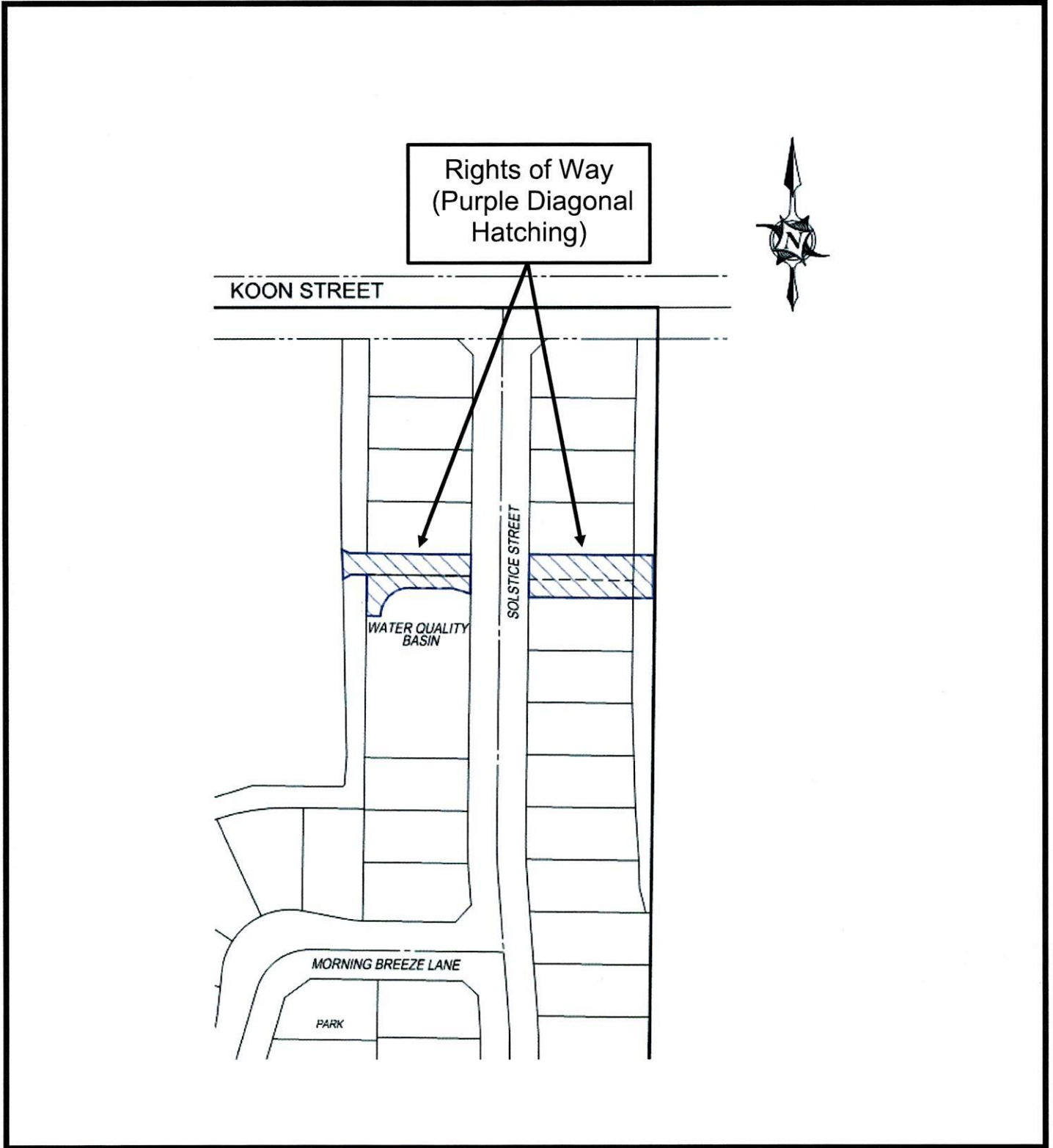
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# Exhibit D



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