

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



ITEM: 11.2
(ID # 14391)

MEETING DATE:

Tuesday, March 09, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Jurupa Valley and Lennar Homes of California, Inc. for Paramount Estates MDP - Lines A and A-2, Stage 2; Winter Park Avenue Storm Drain, Stage 1; and Paramount Estates MDP Line B, Stage 1 (Tract Map No. 31894), Project Nos. 1-0-00265-02, 1-0-00097-01 and 1-0-00267, Nothing Further Required Under CEQA, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed and considered in the Highland Park Project Final Environmental Impact Report (SCH NO. 2014081029), adopted by the Lead Agency (City of Jurupa Valley) on March 9, 2016;
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Jurupa Valley (City) and Lennar Homes of California, Inc. (Developer);
3. Authorize the Chair to execute the Agreement documents on behalf of the District;

Continued on Page 2

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/23/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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 9, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
5. Direct the Clerk of the Board to return five (5) copies of the executed agreement to the District.

Continued on Page 3

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

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 Agreement sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 31894 are to be constructed by Developer and inspected, operated and maintained by the District and City.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of the Paramount Estates MDP - Lines A and A-2, Stage 2; Winter Park Avenue Storm Drain, Stage 1; and Paramount Estates MDP Line B, Stage 1 facilities within the Paramount Estates Master Drainage Plan Master Drainage Plan.

Upon completion of the drainage facilities' construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems that are greater than 36 inches in diameter, concrete pads, slope protection barriers, signage and fencing. The City will assume ownership and responsibility for certain street inlets, connector pipe, curb and gutter, and lateral storm drains 36 inches or less in diameter that are located within City held easements or rights of way.

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

Environmental Findings

As Lead Agency, the City of Jurupa Valley prepared the Highland Park Project Final Environmental Impact Report (SCH NO. 2014081029) which analyzed impacts associated with Tract Map No. 31894. Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the Highland Park Project Final Environmental Impact Report and independently finds that potential environmental impacts related to construction inspection, operation and maintenance of the facilities, which are the subject of the Agreement, were adequately addressed. Furthermore, the District finds that no significant impacts will occur from approving the Agreement as the Agreement will merely formalize the transfer of rights of way and memorialize the District's construction inspection,

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

operation and maintenance responsibilities over the facilities. As such, nothing further is required under CEQA.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract Map No. 31894. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Additional Fiscal Information

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

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:blm
P8/236494



Jason Farin, Principal Management Analyst

3/2/2021



Gregory T. Priamos, Director County Counsel

2/25/2021

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
 Winter Park Avenue Storm Drain, Stage 1
 Paramount Estates MDP Line B, Stage 1
 Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
 Tract Map No. 31894

This Cooperative Agreement ("Agreement"), dated as of March 9,

2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), City of Jurupa Valley, a municipal corporation of the State of California ("CITY"), and Lennar Homes of California, Inc. a California corporation ("DEVELOPER"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract Map No. 31894 located in the city of Jurupa Valley. As a condition of approval for Tract Map No. 31894, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Tract Map No. 31894 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, are identified in DISTRICT's Paramount Estates Master Drainage Plan ("MDP"), as shown on DISTRICT's Drawing No. 1-0742, and as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof and includes the construction of:

- i. Paramount Estates MDP - Lines A and A-2, Stage 2 ("LINES A & A-2, STAGE 2"), which is comprised of approximately 1,760 lineal feet of underground storm drain system. At its

- downstream terminus, LINES A & A-2, STAGE 2 will discharge to the DISTRICT's Paramount Estates MDP Lines A and A-2 channel facility as shown on DISTRICT's Drawing No. 1-0471;
- ii. Winter Park Avenue Storm Drain, Stage 1 ("WINTER PARK STORM DRAIN"), which is comprised of approximately 1,700 lineal feet of underground storm drain system. At its downstream terminus, WINTER PARK STORM DRAIN will drain to DISTRICT's Sunnyslope Channel, Stage 7 facility as shown on DISTRICT's Drawing No. 1-0517;
 - iii. Paramount Estates MDP Line B, Stage 1 ("PARAMOUNT LINE B"), which is comprised of approximately 3,200 lineal feet of underground storm drain system and associated outlet structure. At its downstream terminus, LINE B STAGE 1 will connect to the existing 10'W x 7.5'H transition structure that connects to DISTRICT's Sunnyslope Channel, Stage 7 facility as shown as DISTRICT's Drawing No. 1-0517;
 - iv. All safety devices requested by DISTRICT staff during PROJECT construction and during any final field inspections, 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 DISTRICT's inspection and approval. Together, LINES A & A-2, STAGE 2, WINTER

PARK STORM DRAIN, PARAMOUNT LINE B and SAFETY DEVICES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain street inlets, connector pipe, curb and gutter, drainage and collection basins, outlet structures and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way ("APPURTENANCES"); and

E. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

F. On or about July 27, 2020, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT DRAINAGE FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced construction of DISTRICT DRAINAGE FACILITIES; and

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

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

I. DISTRICT is willing to: (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, 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 DRAINAGE FACILITIES as set forth herein; and

J. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE FACILITIES and APPURTENANCES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY 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 CITY.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called

"IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY, within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of right of way and conveyance documents, and iii) the processing and administration of this Agreement.

3. Grant DISTRICT and CITY, by execution of this 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.

4. Provide CITY, upon execution of this Agreement, or not less than twenty (20) days prior to recordation of the final map for Tract Map No. 31894 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY's municipal code ordinance for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of APPURTENANCES as determined by CITY. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE

FACILITIES are accepted by DISTRICT and CITY as complete.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, upon DISTRICT approval of IMPROVEMENT PLANS, 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 DRAINAGE FACILITIES.

6. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with 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, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY have 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. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in EXHIBIT "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. 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 (Attention: Real Estate Services Section) and CITY, upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) days prior to recordation of the final map for Tract Map No. 31894 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,

permits and rights of entry, as determined and approved by DISTRICT and CITY.

11. Obtain and provide DISTRICT (Attention: Real Estate Services Section), upon DISTRICT approval of IMPROVEMENT PLANS, 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 DRAINAGE 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).

12. Furnish DISTRICT (Attention: Real Estate Services Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., 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.

13. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

14. Notify DISTRICT in writing (Attention: Construction Management Section) after receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.4 through I.13, with twenty (20) days written notice of intent to start of construction of PROJECT, and include the PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to

Proceed authorizing DEVELOPER to commence construction of PROJECT.

15. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY 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").

16. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

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

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

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of PROJECT.

20. Upon completion of PROJECT construction, and upon acceptance

by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to CITY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in red on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20., furnish DISTRICT (Attention: Real Estate Services Section) 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.

22. 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 DRAINAGE FACILITIES, and (ii) CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES.

23. Upon completion of PROJECT construction but prior to

DISTRICT's acceptance of DISTRICT DRAINAGE 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 (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, and (iii) 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 DISTRICT DRAINAGE FACILITIES plans "record drawings".

24. 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.

25. 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.

SECTION II

DISTRICT shall:

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

DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.20.

5. Inspect construction of DISTRICT DRAINAGE 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 DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.5., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

8. Provide CITY with a reproducible duplicate copy of "record drawings" of DISTRICT DRAINAGE FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT DRAINAGE FACILITIES plans as set forth in Section I.23.

9. Accept ownership and sole responsibility for the operation and

maintenance of DISTRICT DRAINAGE FACILITIES upon; (i) DISTRICT inspection of DISTRICT DRAINAGE 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.23., (iv) recordation of all conveyance documents described in Section I.20., (v) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance, (vi) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vii) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

10. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE 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 DRAINAGE FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

11. Provide CITY with a reproducible duplicate copy of "Record Drawings" of DISTRICT DRAINAGE FACILITIES plans upon; (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT DRAINAGE FACILITIES plans as set forth in Section I.23.

SECTION III

CITY shall:

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

PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.4., 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 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

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

7. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s) including ingress and egress, to the rights of way as shown on Exhibit "D".

8. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance.

9. Upon DISTRICT and CITY acceptance of PROJECT construction as

being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE 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 construction work involved with PROJECT shall be inspected by DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
2. CITY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT DRAINAGE 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. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within eight (8) months after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs

incurred.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. 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 DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. 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.14.; 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 DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. 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.

6. 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.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, 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, contractors, 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 arising from the performance of DEVELOPER, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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), the Indemnitees in any claim, proceeding or action for which indemnification is required.

With respect to any action or claim subject to indemnification herein by DEVELOPER, 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, the County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to Indemnitees as set forth herein; and provided further, however, that any such adjustment, settlement or compromise in no manner whatsoever imposes upon DISTRICT or CITY any additional maintenance or construction responsibilities or any payments not specifically set forth in this Agreement.

DEVELOPER's indemnification obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, the

County of Riverside or CITY 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 the Indemnitees herein 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 the Indemnitees to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, County of Riverside and CITY (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 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 CITY, 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 PROJECT, after the acceptance of PROJECT by CITY.

9. Any waiver by any party hereto 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 any party hereto 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 stopping such party from enforcement hereof.

10. 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:

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

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Paul Toor, P.E.
City Engineer

LENNAR HOMES OF CALIFORNIA, INC.
980 Montecito Drive, Suite 302
Corona, CA 92879
Attn: Geoffrey Smith

LENNAR HOMES OF CALIFORNIA, INC.
15131 Alton Parkway, Suite 345
Irvine, CA 92618
Attn: Julie Holley

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 without being impaired or invalidated in any way.

12. 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.

13. 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

importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

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

15. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the unanimous 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.

In the event DEVELOPER sells Tract Map No. 31894, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing. 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 until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 31894 fully execute a separate agreement (e.g., an assignment and assumption agreement) that transfers DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 31894.

16. 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.

17. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matters 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.

18. This 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 Agreement on


March 9, 2021

(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

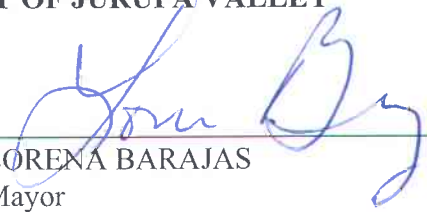
(SEAL)

Cooperative Agreement: with City of Jurupa Valley and Lennar Homes of California, Inc.
Paramount Estates MDP – Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01 and 1-0-00267
Tract Map No. 31894
AMR:blm
11/23/2020

RECOMMENDED FOR APPROVAL:


CITY OF JURUPA VALLEY

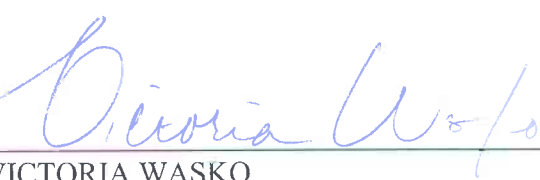
By 
PAUL TOOR
Public Works Director/City Engineer

By 
LORENA BARAJAS
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
PETER M. THORSON
City Attorney

By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement: with City of Jurupa Valley and Lennar Homes of California, Inc.
Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
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Project Nos. 1-0-00265-02, 1-0-00097-01 and 1-0-00267
Tract Map No. 31894
AMR:blm
11/23/2020

LENNAR HOMES OF CALIFORNIA, INC.
a California corporation

By 
GEOFFREY SMITH
Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement: with City of Jurupa Valley and Lennar Homes of California, Inc.
Paramount Estates MDP – Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01 and 1-0-00267
Tract Map No. 31894
AMR:blm
11/23/2020

California All-Purpose Certificate of Acknowledgment

CIVIL CODE 1189

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

State of California)
County of Riverside)

On January 10, 2021 before me, Beth Bruley, Notary Public,
personally appeared Geoffrey Smith

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 Beth Bruley



(Seal)

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 177-030-006-0)

THAT PORTION OF TRACT 7, A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 5, TRACT 7, A. C. ARMSTRONG ESTATE; THENCE SOUTH 56° 07' EAST, 308.8 FEET; THENCE SOUTH 31° 18' WEST, 1180.6 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE NORTH 38° 03' WEST, 69.2 FEET ALONG THE RIGHT OF WAY LINE OF SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE NORTH 32° 00' WEST, 100 FEET ALONG THE RIGHT OF WAY LINE OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE NORTH 28° 18' WEST, 130 FEET ALONG THE RIGHT OF WAY LINE OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE NORTH 31° 54' WEST, 100 FEET ALONG THE RIGHT OF WAY LINE OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE NORTH 41° 29' WEST, 100 FEET ON THE NORTHERLY RIGHT OF WAY LINE OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE NORTH 50° 59' WEST, 100 FEET ON THE NORTHERLY RIGHT OF WAY LINE OF THE SAN PEDRO, LOS ANGELES, AND SALT LAKE RAILROAD COMPANY TO THE CENTER LINE OF PACIFIC AVENUE, EXTENDED WHICH POINT IS MARKED BY A ONE INCH IRON BOLT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF PARCEL 1 DESCRIBED IN DEED TO HAUSER CONSTRUCTION CO., RECORDED IN BOOK 783, PAGE 385 OF DEEDS RECORDS OF SAID COUNTY; THENCE NORTHERLY ON THE WESTERLY LINE OF SAID TRACT 7, 1064.4 TO THE NORTHERLY CORNER OF SAID TRACT 7; THENCE SOUTH 71° 55' EAST, 201.6 FEET TO STATION 4, A. C. ARMSTRONG TRACT 7; THENCE SOUTH 40° 57' EAST, 340 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERLY 40 FEET.

PARCEL 2: (APN: 177-110-006-7, 177-110-007-8 AND 177-110-008-9)

THAT PORTION OF TRACT 1, A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 24, TRACT 7, A. C. ARMSTRONG ESTATE; THENCE NORTH 65° WEST, 14.8 FEET; THENCE NORTH 16° 10' EAST ON THE EASTERLY LINE OF SAID TRACT 1, 42.5 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES, AND SALT LAKE RAILROAD COMPANY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 16° 10' EAST ON THE SAID EASTERLY LINE OF TRACT 1, 1007.3 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE PROPERTY CONVEYED TO D. ORMAND, BY DEED RECORDED IN BOOK 292, PAGE 242 OF DEEDS, RECORDS OF SAID COUNTY; THENCE NORTH 58° 28' WEST, 310 FEET; THENCE SOUTH 31° 32' WEST, 1180.15 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY; THENCE SOUTH 85° 25' EAST, 325 FEET, MORE OR LESS, TO THE BEGINNING OF A 10° CURVE TO THE RIGHT IN SAID RIGHT OF WAY; THENCE EASTERLY ON A 10° CURVE TO THE RIGHT, 322 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 1 of 7

Exhibit A

EXCEPTING THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH BEARS NORTH 56° 30' 45" WEST, 240.18 FEET FROM THE SOUTHEASTERLY CORNER OF THE 80 ACRE TRACT DEED TO DAVID ORMAND AND RECORDED IN BOOK 292, PAGE 242 OF DEEDS, RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING BEING IN THE NORTHERLY RIGHT OF WAY OF THE SPUR TRACK OF SAID SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD; THENCE NORTH 4° 5' EAST, 206.3 FEET;
THENCE NORTH 85° 25' WEST, 200 FEET; THENCE SOUTH 4° 35' WEST, 200 FEET TO SAID RIGHT OF WAY LINE; THENCE SOUTH 85° 25' EAST ON SAID RIGHT OF WAY LINE AND PARALLEL TO THE CENTERLINE OF SAID RAILROAD, 117.1 FEET; THENCE EASTERLY ON SAID RIGHT OF WAY LINE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 603.69 FEET, 83.2 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL THAT PORTION THEREOF CONVEYED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY BY DEED RECORDED MAY 28, 1925 IN BOOK 643, PAGE 74 OF DEEDS, RECORDS OF SAID COUNTY.

PARCEL 3: (APN: 175-080-011-5, 177-030-001-5 AND 177-030-002-6)

ALL THAT ALL THAT PORTION OF TRACT 1, A. C. ARMSTRONG ESTATE, MAP OF RESUBDIVISION OF A PORTION OF LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DESIGNATED ON SAID MAP AS STATION 8, SITUATED ON THE EASTERLY BOUNDARY OF SAID TRACT 1;
THENCE SOUTH 6° 54' EAST, 400.2 FEET TO STATION 9;
THENCE SOUTH 77° 50' WEST, 500.2 FEET TO STATION 10;
THENCE SOUTH 44° 44' WEST, 899.3 FEET TO STATION 11;
THENCE SOUTH 59° 57' EAST, 245 FEET TO STATION 2;
THENCE SOUTH 4° 28' WEST, 910 FEET TO STATION 3;
THENCE SOUTH 4° 57' EAST, 1230 FEET TO STATION 4;
THENCE NORTH 71° 55' WEST, 201.6 FEET TO STATION 5;
THENCE SOUTH 16° 10' WEST, 55.4 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN 80 ACRE TRACT OF LAND CONVEYED TO DAVID ORMAND BY DEED RECORDED OCTOBER 29, 1909, IN BOOK 292, PAGE 242 OF DEEDS, RECORDS OF SAID COUNTY; THENCE NORTH 58° 28' WEST ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY, 375.37 FEET; THENCE NORTH 3,370.47 FEET; THENCE EAST 1326.10 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 1; THENCE SOUTH 56° 38' EAST ON THE EASTERLY LINE OF SAID TRACT, 333.10 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION THEREOF CONVEYED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY, BY DEED RECORDED MAY 28, 1925 IN BOOK 643, PAGE 74 OF DEEDS, RECORDS OF SAID COUNTY.

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 2 of 7

Exhibit A

PARCEL 4: (APN: 177-030-004-8)

THAT PORTION OF BLOCK 1, LOMA ALTA TRACT, BOOK 6, PAGE 8 OF MAPS, AND RECORDS OF SURVEY, BOOK 7, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 1, SAID NORTHWEST CORNER BEING ALSO DESIGNATED ON SAID MAP AS STATION 1; THENCE SOUTH 59° 57' EAST, 244.8 FEET; THENCE SOUTH 4° 27' WEST, 910.5 FEET; THENCE SOUTH 4° 57' EAST, 1231.9 FEET; THENCE SOUTH 40° 58' EAST, 340.2 FEET; THENCE SOUTH 56° 8' EAST, 730.2 FEET TO THE STATION 6, AS SHOWN BY SAID MAP AND RECORD OF SURVEY; THENCE NORTH 0° 16' EAST, 2200 FEET; THENCE NORTH 89° 41' WEST, 240 FEET; THENCE NORTH 0° 16' EAST, 700 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID BLOCK 1; THENCE NORTH 89° 44' WEST ON SAID NORTHERLY LINE, 850 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 5: (PORTION APN: 177-030-016-9)

THAT PORTION OF TRACT 7, AS SHOWN ON A MAP OF RESUBDIVISION OF THE A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID TRACT 7, WHICH BEARS NORTH 56° 07' WEST, 30.6 FEET FROM CORNER NO. 6 OF SAID TRACT 7; THENCE SOUTH 31° 16' WEST, 1241.8 FEET; THENCE NORTH 48° 00' WEST, 403.48 FEET; THENCE NORTH 31° 16' EAST, 1181 FEET TO THE NORTHERLY LINE OF SAID TRACT 7; THENCE SOUTH 56° 07' EAST ON THE NORTHERLY LINE OF SAID TRACT 7, 397.26 FEET TO THE POINT OF BEGINNING, MORE PARTICULARLY SHOWN ON ASSESSORS MAP NO. 34, BOOK 1, PAGE 5 OF ASSESSORS MAPS, RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE SOUTHWESTERLY 40 FEET.

PARCEL 6: (PORTION APN: 177-030-016-9)

THAT PORTION OF TRACT 7, AS SHOWN ON THE MAP OF RESUBDIVISION OF THE A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 6, OF SAID TRACT 7; THENCE SOUTH 73° 29' EAST, 373.5 FEET; THENCE SOUTH 31° 16' WEST, 498.39 FEET TO A POINT 10 FEET NORTHERLY OF A CONCRETE PIPELINE; THENCE NORTH 66° 07' 30" WEST AND PARALLEL WITH SAID CONCRETE PIPELINES, 395.11 FEET; THENCE NORTH 31° 16' EAST, 455.39 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID TRACT 7; THENCE SOUTH 56° 06' EAST, 30.6 FEET TO THE POINT OF BEGINNING AND MORE PARTICULARLY SHOWN ON ASSESSORS MAP NO. 34 ON FILE IN BOOK 1, PAGE 5 OF ASSESSORS MAPS, RECORDS OF SAID COUNTY.

PARCEL 7: (PORTION APN: 177-030-016-9)

THAT PORTION OF TRACT 7, AS SHOWN ON A MAP OF RESUBDIVISION OF THE A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 3 of 7

Exhibit A

BEGINNING AT CORNER NO. 7 OF SAID TRACT 7; THENCE SOUTH 31° 08' WEST, 769.09 FEET TO A POINT 10 FEET NORTHERLY OF A CONCRETE PIPELINE; THENCE NORTH 55° 04' WEST AND PARALLEL WITH SAID CONCRETE PIPELINE, 431.87 FEET; THENCE NORTH 31° 16' EAST, 744.39 FEET TO THE NORTHERLY LINE OF SAID TRACT 7; THENCE NORTH 77° 83' EAST ON THE NORTHERLY LINE OF SAID TRACT 7, 203.2 FEET TO THE POINT OF BEGINNING AND IS SHOWN MORE PARTICULARLY ON ASSESSORS MAP NO. 34 OF FILE IN BOOK 1, PAGE 5 OF ASSESSORS MAPS, RECORDS OF SAID COUNTY. HENCE SOUTH 31° 51' EAST ON THE NORTHEASTERLY LINE OF SAID TRACT 7, 315.4 FEET; THENCE SOUTH 31° 08' WEST, 769.09 FEET TO A POINT 10 FEET NORTHERLY OF A CONCRETE PIPELINE; THENCE NORTH 55° 04' WEST AND PARALLEL WITH SAID CONCRETE PIPELINE, 431.87 FEET; THENCE NORTH 31° 16' EAST, 744.39 FEET TO THE NORTHERLY LINE OF SAID TRACT 7; THENCE NORTH 77° 53' EAST ON THE NORTHERLY LINE OF SAID TRACT 7, 203.2 FEET TO THE POINT OF BEGINNING AND IS SHOWN MORE PARTICULARLY ON ASSESSORS MAP NO. 34 OF FILE IN BOOK 1, PAGE 5 OF ASSESSORS MAPS, RECORDS OF SAID COUNTY.

PARCEL 8: (APN: 177-020-004-7, 177-020-016-8 AND 177-020-017-9)

THAT PORTION OF TRACT 1, A. C. ARMSTRONG ESTATE, BOOK 6, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF FOURTEENTH STREET, WHICH BEARS SOUTH 58° 28' EAST, 2697.10 FEET FROM THE INTERSECTION OF THE CENTERLINE OF ARMSTRONG ROAD AND FOURTEENTH STREET; THENCE NORTH 00° 01' 30" EAST, 35.19 FEET TO A POINT ON THE NORTHEASTERLY LINE OF FOURTEENTH STREET, BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; SAID POINT OF BEGINNING BEING ON THE EAST LINE OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN; THENCE NORTH 00° 01' 30" EAST ALONG THE EASTERLY LINE OF SECTIONS 8 AND 5, A DISTANCE OF 3013.94 FEET; THENCE NORTH 89° 59' WEST, A DISTANCE OF 100 FEET; THENCE SOUTH 00° 01' 30" WEST AND PARALLEL WITH THE EAST LINE OF SECTIONS 5 AND 8, A DISTANCE OF 2952.11 FEET TO THE NORTHERLY LINE OF FOURTEENTH STREET; THENCE SOUTH 58° 28' EAST ALONG THE NORTHERLY LINE OF FOURTEENTH STREET, 117.3 FEET TO THE POINT OF BEGINNING.

PARCEL 9: (APN: 177-030-010-3)

THAT PORTION OF TRACT NO. 7, AS SHOWN ON A MAP OF RESUBDIVISION OF THE A. C. ARMSTRONG ESTATE, ON FILE IN MAP BOOK 6, AT PAGE 31 THEREOF, RECORDS OF THE RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 6, OF SAID TRACT NO. 7; THENCE NORTH 77° 53' EAST, ALONG THE NORTHERLY LINE OF SAID TRACT NO. 7, A DISTANCE OF 496.8 FEET; THENCE SOUTH 31° 16' WEST, A DISTANCE OF 246 FEET; THENCE NORTH 73° 29' WEST, A DISTANCE OF 373.5 FEET, TO THE POINT OF BEGINNING.

PARCEL 10: (APN: 177-110-020-9)

A PARCEL OF LAND SITUATE IN TRACT NO. ONE OF LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, WEST RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA, AND DESCRIBED AS FOLLOWS:

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 4 of 7

Exhibit A

BEGINNING AT A POINT WHICH BEARS NORTH 56° 30' 45" WEST TWO HUNDRED FORTY AND EIGHTEEN HUNDREDTHS (240.18) FEET FROM THE SOUTHEASTERLY CORNER OF THE 80-ACRE TRACT, DEEDED TO DAVID ORMAND AND RECORDED IN BOOK 292 OF DEEDS, PAGE 242, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE SPUR TRACK OF THE SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD; THENCE NORTH 4° 35' EAST TWO HUNDRED SIX AND THREE TENTHS (206.3) FEET; THENCE NORTH 85° 25' WEST TWO HUNDRED FEET (200'); THENCE SOUTH 4° 35' WEST TWO HUNDRED (200) FEET TO SAID RIGHT-OF-WAY LINE; THENCE SOUTH 85° 25' EAST ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL TO THE CENTERLINE OF SAID RAILROAD ONE HUNDRED SEVENTEEN AND ONE TENTH (117.1) FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF SIX HUNDRED THREE AND SIXTY-NINE HUNDREDTHS (603.69) FEET, EIGHTY-THREE AND TWO TENTHS (83.2) FEET TO THE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION THEREOF CONVEYED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY BY DEED RECORDED MAY 28, 1925 IN BOOK 643, PAGE 74 OF DEEDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL COAL, OIL, GAS, AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO UNION PACIFIC LAND RESOURCES CORPORATION, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH A MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, AS RESERVED IN QUITCLAIM DEED FROM UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION RECORDED SEPTEMBER 26, 2014 AS INSTRUMENT NO. 2014-0366469 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 11: (APN: 177-110-021-0)

THOSE PORTIONS OF TRACT NO. 1 OF THE A. C. ARMSTRONG ESTATE, AS PER MAP RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT STATION 24 OF TRACT NO. 7 OF SAID A. C. ARMSTRONG ESTATE; THENCE N. 65° 00' W. 14.8 FEET; THENCE N. 16° 10' E. 42.5 FEET TO A POINT ON THE NORTHERLY LINE OF RIGHT-OF-WAY OF THE LOS ANGELES & SALT LAKE RAILROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 604.69 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE, 322.0 FEET TO THE END OF SAID CURVE; THENCE TANGENT TO SAID CURVE, N. 85° 25' W., 191.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N. 85° 25' W. 120.02 FEET; THENCE N. 31° 38' 30" E. 19.23 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 434.28 FEET, THE RADIAL LINE AT SAID POINT BEARING N. 6° 32' 56" W; THENCE NORTHEASTERLY, ALONG SAID CURVE, 206.27

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 5 of 7

Exhibit A

FEET TO A POINT ON THE WESTERLY LINE OF LOT NO. 2 AS CONVEYED TO THE SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY BY DEED RECORDED IN BOOK 342, PAGE 367 OF DEEDS, RECORDS OF SAID COUNTY; THENCE S. 4° 35' W. 61.86 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS 484.28 FEET, THE RADIAL LINE AT SAID POINT BEARING N. 29° 16' 17" W.; THENCE SOUTHWESTERLY, ALONG SAID CURVE, 85.17 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL AND MINERAL RIGHTS WITH THE RIGHT OF ENTRY TO DEVELOP SAME RESERVED IN DEED FROM RALPH W. E. COLE, ET UX. RECORDED MAY 28, 1925 IN BOOK 643, PAGE 74 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL COAL, OIL, GAS, AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO UNION PACIFIC LAND RESOURCES CORPORATION, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LAND, IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE THEREOF HEREBY EXCEPTED OR TO INTERFERE WITH THE USE THEREOF BY THE OWNER, AS CONVEYED FROM LOS ANGELES & SALT LAKE RAILROAD COMPANY TO UNION PACIFIC RAILROAD COMPANY BY MINERAL DEED DATED MARCH 31, 1971, AND AS FURTHER CONVEYED FROM UNION PACIFIC RAILROAD COMPANY TO UNION PACIFIC LAND RESOURCES CORPORATION BY MINERAL DEED DATED APRIL 1, 1971, AS RESERVED IN QUITCLAIM DEED FROM UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION RECORDED FEBRUARY 6, 2003 AS INSTRUMENT NO. 2003-089450 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 12: (APN: 175-080-012-6, 177-030-003-7 AND 177-110-022-1)

A STRIP OF LAND 50 FEET WIDE, BEING 25 FEET ON EACH SIDE OF, MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS N. 4° 35' E. 184.95 FEET FROM A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF THE LOS ANGELES & SALT LAKE RAILROAD, SAID LAST NAMED POINT BEING S. 85° 25' E. 185.36 FEET FROM THE TRUE POINT OF BEGINNING OF PARCEL 11 ABOVE DESCRIBED; THENCE N. 41° 35' E. 143.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 1146.28 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, 837.27 FEET; THENCE, TANGENT TO SAID CURVE, N. 0° 16' W. 1733.03 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 1146.28 FEET; THENCE NORTHERLY, ALONG SAID CURVE 399.80 FEET; THENCE TANGENT TO SAID CURVE, N. 19° 43' E. 273.28 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 461.73 FEET; THENCE NORTHERLY, ALONG SAID CURVE, 274.00 FEET; THENCE, TANGENT TO SAID CURVE, N. 14° 17' W. 550.55 FEET TO A POINT WHICH IS EAST 149.41 FEET FROM A POINT ON THE WESTERLY LINE OF SECTION 4, T. 2 S., R. 5 W., S.B.B. & M., SAID LAST NAMED POINT BEING 1132.0 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF SAID SECTION 4.

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 6 of 7

Exhibit A

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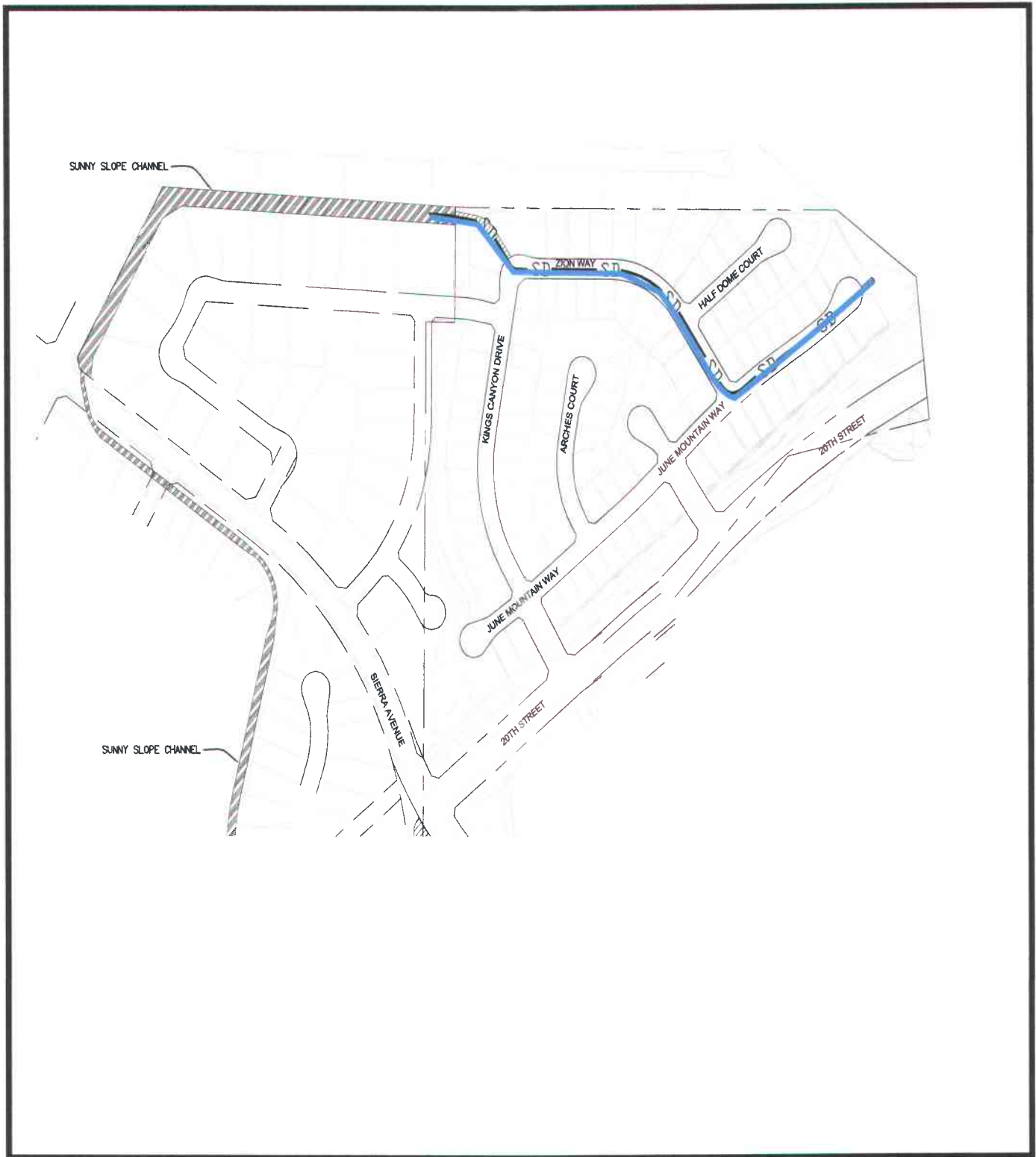
ALSO EXCEPTING ALL MINERALS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER, NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL COAL, OIL, GAS, AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE, AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO UNION PACIFIC LAND RESOURCES CORPORATION, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LAND, IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE THEREOF HEREBY EXCEPTED OR TO INTERFERE WITH THE USE THEREOF BY THE OWNER, AS CONVEYED FROM LOS ANGELES & SALT LAKE RAILROAD COMPANY TO UNION PACIFIC RAILROAD COMPANY BY MINERAL DEED DATED MARCH 31, 1971, AND AS FURTHER CONVEYED FROM UNION PACIFIC RAILROAD COMPANY TO UNION PACIFIC LAND RESOURCES CORPORATION BY MINERAL DEED DATED APRIL 1, 1971, AS RESERVED IN QUITCLAIM DEED FROM UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION RECORDED FEBRUARY 6, 2003 AS INSTRUMENT NO. 2003-089450 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 177-030-006-0, 177-110-006-7, 177-110-007-8, 177-110-008-9, 175-080-011-5, 177-030-001-5, 177-030-002-6, 177-030-004-8, 177-030-016-9, 177-020-004-7, 177-020-016-8, 177-020-017-9, 177-030-010-3, 177-110-020-9, 177-110-021-0, 175-080-012-6, 177-030-003-7 and 177-110-022-1

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 7 of 7

Exhibit B



COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 1 of 1

EXHIBIT C

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

E. General Insurance Provisions – All Lines:

- a. 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.
- b. 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 related investigations, claims administration, and defense costs and expenses.
- c. 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

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
| Page 2 of 4

EXHIBIT C

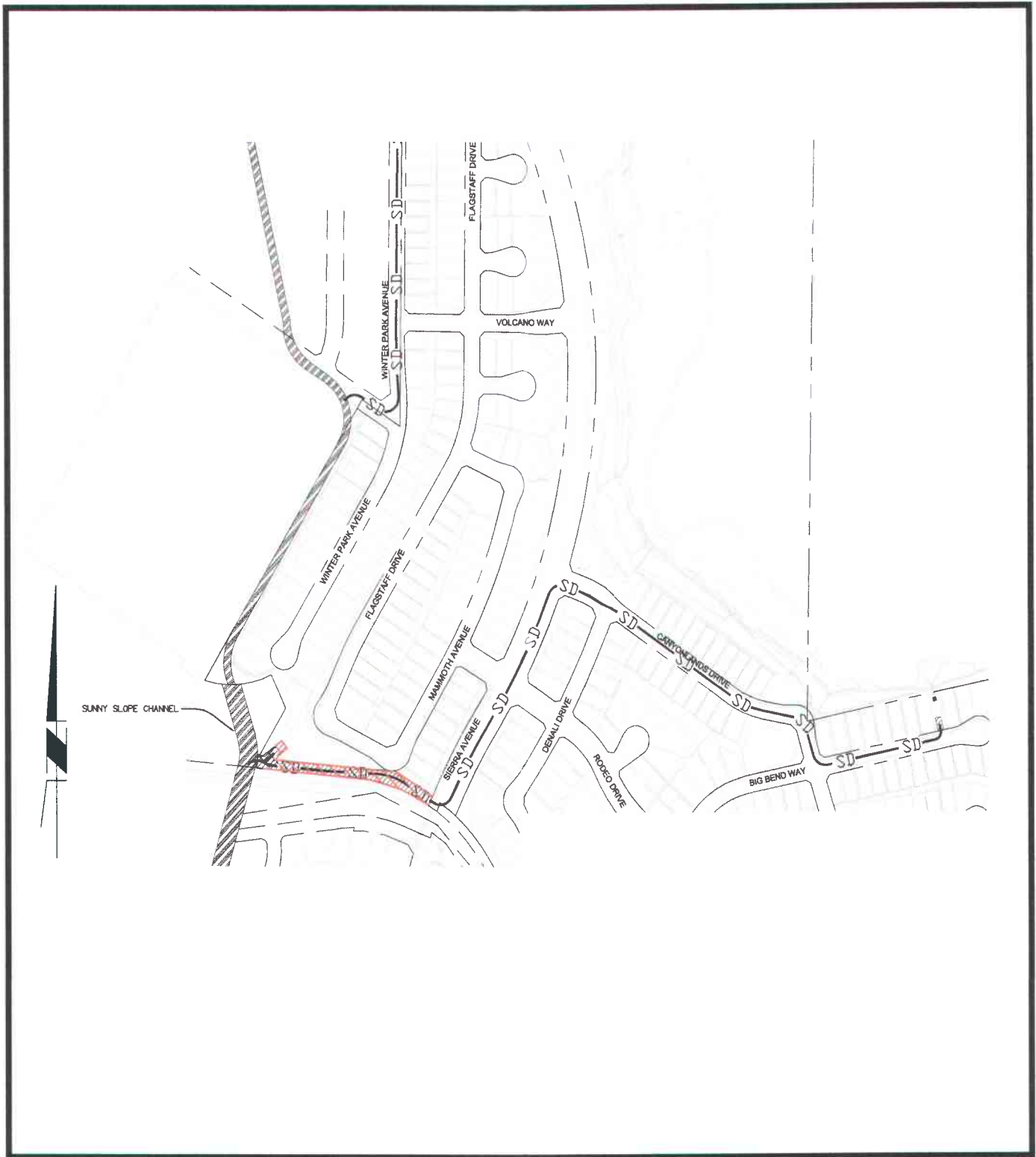
certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance 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.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. 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.
- f. 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.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
| Page 3 of 4

Exhibit D



COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2

Winter Park Avenue Storm Drain, Stage 1

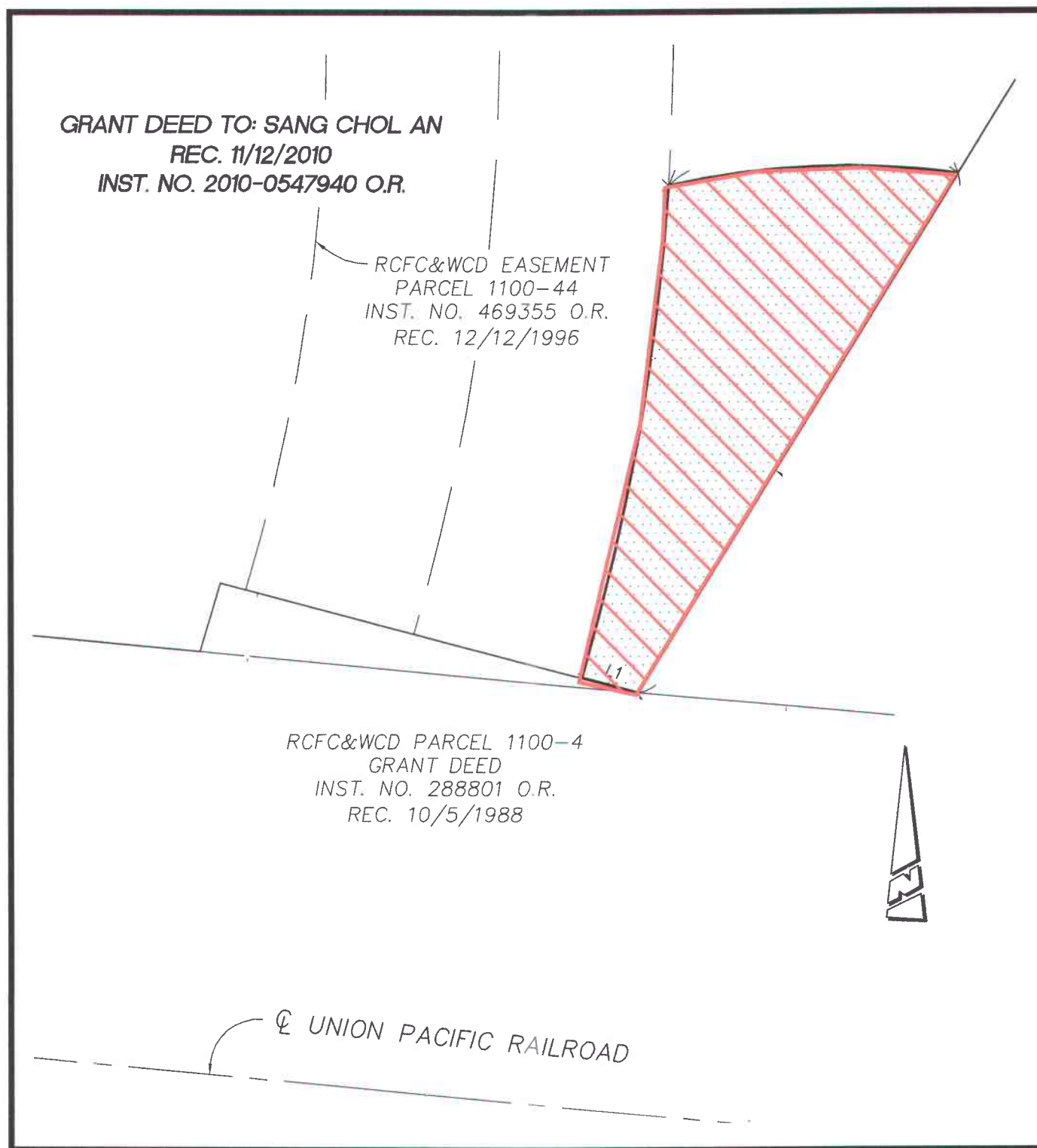
Paramount Estates MDP Line B, Stage 1

Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267

Tract Map No. 31894

Page 2 of 3

Exhibit D



COOPERATIVE AGREEMENT

Paramount Estates MDP - Lines A and A-2, Stage 2
Winter Park Avenue Storm Drain, Stage 1
Paramount Estates MDP Line B, Stage 1
Project Nos. 1-0-00265-02, 1-0-00097-01, and 1-0-00267
Tract Map No. 31894
Page 3 of 3