

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



ITEM: 11.1
(ID # 14563)

MEETING DATE:

Tuesday, March 30, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, County of Riverside, on behalf of its Transportation Department, Valley-Wide Recreation and Park District and Beazer Homes Holdings, LLC for Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 2; Warm Springs Valley – Ruft Road Lateral, Stage 1; and Warm Springs Valley – Briar Rose Drive Lateral, Stage 1, Project Nos. 7-0-00221-02, 7-0-00242-01 and 7-0-00243-01, Tract Map No. 32185, Nothing Further is Required Pursuant to CEQA, District 3. [\$0] (Companion Item to MT Item No. 14723)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act, because any potentially significant environmental effects have been adequately analyzed by the certified Environmental Impact Report (EIR) (SCH Number 2004031033) adopted by the Lead Agency (Riverside County Planning Department);
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), County of Riverside, on behalf of its Transportation Department (County), Valley-Wide Recreation and Parks District (Valley-Wide) and Beazer Home Holdings, LLC (Developer);

Continued on Page 2

ACTION: Policy

Handwritten signature of Jason Uhley in blue ink.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 3/18/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 30, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By: Handwritten signature of Kecia R. Harper in blue ink.
Deputy

(Companion item 3.20)

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take necessary steps to implement the Cooperative Agreement including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel; and
5. Direct the Clerk of the Board to return six (6) copies of the executed Cooperative Agreement to the District.

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**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 32185 are to be constructed by Developer and will be inspected, operated and maintained by the District, County, and Valley-Wide.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of Warm Springs Valley – Velvetleaf Street Storm Drain, Stage 2; Warm Springs Valley – Ruft Road Lateral, Stage 1; Warm Springs Valley – Briar Rose Dr Lateral, Stage 1; and Tract Map No. 32185 storm drain facilities. This additionally includes the District's interim maintenance of a certain 18-inch storm drain shown on the plans as Line D-2 and a certain swale ("Interim Facilities") until the street improvements at Ruft Road are completed and accepted for ownership by the County for County maintenance.

Upon construction completion of the drainage facilities, the District will assume ownership, operation and maintenance of major storm drain systems greater than 36 inches in diameter and certain safety devices, concrete v-ditch, maintenance access road, basin invert and side slope, and the Interim Facilities.

The County will assume ownership, operation and maintenance of the project's lateral downstream portion of the minor storm drain systems of 36 inches or less in diameter and certain associated features located within the County rights of way within the boundary of Tract Map No. 32185. Additionally, upon acceptance of Ruft Road into the County's roadway system, the County will accept ownership and sole responsibility for the operation and maintenance of Interim Facilities.

Valley-Wide will assume operation and maintenance of the project's landscape features within the boundary of Tract Map No. 32185.

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

Environmental Findings

Pursuant to Section 15096 of the State CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the Environmental Impact Report (EIR) that was prepared for the Developer's project by the Lead Agency and independently finds that the EIR adequately covers the District's plan check, inspection, operation and future maintenance of the facilities subject to the Agreement. Furthermore, the District finds that no significant adverse impacts will occur as a result of the plan check, inspection, acceptance, operation and future maintenance of the proposed flood control facilities. No further analysis is required pursuant to CEQA.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract Map No. 32185. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

SUPPLEMENTAL:

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

AK:bad
P8/236674

 _____ Jason Farin, Principal Management Analyst	3/23/2021	 _____ Gregory L. Priamos, Director County Counsel	3/18/2021
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COOPERATIVE AGREEMENT

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 2
Warm Springs Valley - Ruft Road Lateral, Stage 1
Warm Springs Valley - Briar Rose Dr Lateral, Stage 1
Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01
Tract Map No. 32185

This Cooperative Agreement ("Agreement"), dated as of MAR 30 2021,

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, on behalf of its Transportation Department ("COUNTY"), Valley-Wide Recreation and Park District, a special district created pursuant to the California Public Resources Code Section 5780 et seq. ("VALLEY-WIDE") and Beazer Homes Holdings, LLC, a Delaware Limited Liability Company ("DEVELOPER"). DISTRICT, COUNTY, VALLEY-WIDE and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". The parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. The legal description of Tract No. 32185 is provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract No. 32185, located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for the proposed development Tract No. 32185, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. Tract No. 32185 is also located within the jurisdictional boundaries of VALLEY-WIDE. COUNTY and VALLEY-WIDE executed a Memorandum of Understanding

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

("MOU") effective December 17, 2019 to identify the operation and maintenance responsibilities between COUNTY and VALLEY-WIDE within such jurisdictional boundaries; and

D. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 7-0533, include the construction of:

- i. Approximately 2,400 lineal feet of underground storm drain as shown on the plans as Line D, as shown in concept in "blue" on Exhibit "B", attached hereto and made a part hereof, hereinafter called "LINE D STAGE 2", discharging into existing Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1 (DISTRICT Drawing No. 7-0417) and its associated inlet structure comprising of headwall, wingwall, concrete apron, cut off wall, rip-rap, trash rack, maintenance access road, basin invert and side slope as shown in concept in "green polygon" on Exhibit "B", hereinafter called "LINE D STAGE 2 SURFACE FEATURES"; and
- ii. Approximately 500 lineal feet of concrete surface over LINE D STAGE 2, as shown in concept in "orange polygon" on Exhibit "B", hereinafter called "CONCRETE FEATURES"; and
- iii. Approximately 20 lineal feet of underground storm drain as shown on the plans as Line D-3, as shown in concept in "red" on Exhibit "B" hereinafter called "LINE D3 STAGE 1", and its associated inlet structure comprising of headwall, wingwall, concrete apron, cut off wall, rip-rap, trash rack, basin invert and side slope as shown in concept in "grey polygon" on Exhibit "B", hereinafter called "LINE D3 STAGE 1 SURFACE FEATURES"; and

- iv. Approximately 110 lineal feet of underground storm drain as shown on plans as Line D-1, as shown in concept in "cyan" on Exhibit "B", hereinafter called "LINE D1 STAGE 1", and its associated inlet structure comprising of headwall, wingwall, concrete apron, cut off wall, rip-rap, trash rack, concrete spillway and associated access ramp as shown in concept in "purple polygon" on Exhibit "B", hereinafter called "LINE D1 STAGE 1 CONCRETE FEATURES";
and
 - v. A concrete v-ditch as shown on plans behind Lots 12-18, as shown in concept in "magenta" on Exhibit "B", hereinafter called "V-DITCH";
and
 - vi. All safety devices requested by DISTRICT staff during the course of 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 are subject to DISTRICT's inspection and approval. Together, LINE D STAGE 2, LINE D STAGE 2 SURFACE FEATURES, CONCRETE FEATURES, LINE D3 STAGE 1, LINE D3 STAGE 1 SURFACE FEATURES, LINE D1 STAGE 1, LINE D1 STAGE 1 CONCRETE FEATURES, V-DITCH and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and
- E. The construction of DISTRICT FACILITIES includes the construction of:

- i. Approximately 219 lineal feet of reinforced concrete pipe storm drain as shown on DISTRICT's Drawing No. 7-0553 plans as Line B are hereinafter called "LINE B STAGE 2" and will discharge into existing Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1 (DISTRICT Drawing No. 7-0417), along with various lateral storm drains that are thirty-six inches (36") or less in diameter and its associated inlet and junction structures, pipe bedding, concrete collar, catch basins and manholes, hereinafter called "LINE B STAGE 2 FEATURES"; and
- ii. Approximately 760 lineal feet of reinforced concrete pipe storm drain as shown on the DISTRICT's Drawing No. 7-0553 plans as Line A are hereinafter called "LINE A STAGE 2" and will discharge into existing Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 1 (DISTRICT Drawing No. 7-0417), along with various lateral storm drains that are thirty-six inches (36") or less in diameter and its associated inlet and junction structures, pipe bedding, concrete collar, catch basins and manholes, hereinafter called "LINE A STAGE 2 FEATURES". Together, LINE A STAGE 2, LINE A STAGE 2 FEATURES, LINE B STAGE 2 and LINE B STAGE 2 FEATURES are hereinafter called "COUNTY's FACILITIES": and

F. Associated with the construction of DISTRICT FACILITIES and COUNTY's FACILITIES include the construction of:

- i. Earthen landscape on top of LINE D1 STAGE 1 CONCRETE FEATURES ("LANDSCAPE FEATURES") as shown in concept in

"purple polygon" on Exhibit "E", attached hereto and made a part hereof; and

- ii. Earthen landscape on top of the CONCRETE FEATURES ("LINE D1 STAGE 1 LANDSCAPE FEATURES") as shown in concept in "orange polygon" on Exhibit "E". Together, LANDSCAPE FEATURES and LINE D1 STAGE 1 LANDSCAPE FEATURES are hereinafter called "VALLEY-WIDE APPURTENANCES".

G. Associated with construction of DISTRICT FACILITIES, COUNTY'S FACILITIES and VALLEY-WIDE APPURTENANCES includes the construction of:

- i. Approximately 4 lineal feet of an eighteen-inch (18") diameter underground storm drain, as shown on the plans as Line D-2 and as shown in concept as "black line" on Exhibit "B", and will connect to LINE D STAGE 2 at approximately station 48+70, hereinafter called "LINE D-2"; and
- ii. Approximately 700 lineal feet of earthen drainage swale as shown in concept in "yellow polygon" on Exhibit "B", hereinafter called "SWALE"; and

H. Together, DISTRICT FACILITIES, COUNTY'S FACILITIES, VALLEY-WIDE APPURTENANCES, LINE D-2 and SWALE are hereinafter called "PROJECT"; and

I. On or about September 17, 2020, 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

J. DEVELOPER, COUNTY and VALLEY-WIDE desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

K. Parties desire for DISTRICT to operate and maintain LINE D-2 and SWALE until the street improvements at Ruft Road are completed and accepted for ownership by COUNTY for COUNTY maintenance; and

L. DEVELOPER, DISTRICT and VALLEY-WIDE desire COUNTY to accept ownership and responsibility for the operation and maintenance of COUNTY's FACILITIES; and

M. Upon the development and completion of Ruft Road per COUNTY's ultimate roadway improvement plans, the Parties desire for COUNTY to accept ownership and responsibility for the operation and maintenance of LINE D-2 and SWALE; and

N. DEVELOPER, DISTRICT and COUNTY desire VALLEY-WIDE to accept ownership and responsibility for the operation and maintenance of VALLEY-WIDE APPURTENANCES; and

O. DISTRICT is willing to (i) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, COUNTY accepts

ownership and responsibility for the operation and maintenance of COUNTY's FACILITIES as set forth herein; and

P. 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; and (iii) accept ownership and responsibility for the operation and maintenance of COUNTY's FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

Q. In accordance with the MOU, VALLEY-WIDE is willing to (i) accept ownership and responsibility for the operation and maintenance of VALLEY-WIDE APPURTENANCES, provided VALLEY-WIDE APPURTENANCES are constructed in accordance with plans and specifications approved by VALLEY-WIDE.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and COUNTY for their respective review and approval.

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

such amounts as are deemed reasonably necessary by COUNTY to cover COUNTY '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. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.10., the estimated cost of providing construction inspection for DISTRICT FACILITIES, LINE D-2 and SWALE in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

4. Pay DISTRICT, upon execution of this Agreement, the one-time cash sum of Eighteen Thousand Three Hundred Forty-Two Dollars and Twenty-One Cents (\$18,342.21), the amount agreed upon to cover DISTRICT's estimated cost to operate and maintain DISTRICT FACILITIES, LINE D-2 and SWALE 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. Grant DISTRICT and COUNTY, 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.

6. Prior to commencing construction, secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT.

7. Furnish DISTRICT and COUNTY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.10. or not less than twenty (20) days prior to recordation of the final map for Tract No. 32185 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and COUNTY.

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

9. Provide COUNTY, upon execution of this Agreement or not less than twenty (20) days prior to recordation of the final map for Tract No. 32185 as set forth in Section I.6. or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with COUNTY's municipal code ordinance for the estimated cost for construction of DISTRICT FACILITIES, LINE D-2 and SWALE as determined by DISTRICT and of COUNTY's FACILITIES as determined by COUNTY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY as complete.

10. Notify DISTRICT in writing (Attention: Construction Management Section) after receiving DISTRICT's clearance for PROJECT construction, 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 and 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 COUNTY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

11. Obtain and provide DISTRICT (Attention: Real Estate Services Section), after receiving DISTRICT's clearance for PROJECT construction as set forth in Section I.10., 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, LINE D-2 and SWALE. 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: 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.

14. 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.

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

16. 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.

17. 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.

18. 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 COUNTY's approval.

19. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and COUNTY 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 the 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 FACILITIES, LINE D-2 and SWALE due, either in whole or in part, to said breach of this Agreement.

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

21. 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, LINE D-2 and SWALE, and COUNTY conduct a final inspection of COUNTY FACILITIES.

22. 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, LINE D-2 and SWALE for ownership, operation and maintenance, convey or cause to be conveyed to COUNTY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in cross-hatched 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).

23. At the time of recordation of the conveyance document(s) as set forth in Section I.22., 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.

24. Accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, LINE D-2 and SWALE, (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY's FACILITIES, and (iii) VALLEY-WIDE accepts ownership and responsibility for operation and maintenance of VALLEY-WIDE APPURTENANCES.

25. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES, LINE D-2 and SWALE 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 IMPROVEMENT PLANS as "record drawings".

26. 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.

27. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT or the quality of the work, 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 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 County of Riverside Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Inspect construction of DISTRICT FACILITIES, LINE D-2 and SWALE.

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, LINE D-2 and SWALE as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

8. Provide DISTRICT with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.25.

9. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES, LINE D-2, and SWALE upon (i) DISTRICT inspection of DISTRICT FACILITIES, LINE D-2 and SWALE in accordance with Section I.21., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.25., (iv) recordation of all conveyance documents described in Section I.22., (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vi) DISTRICT's sole determination that DISTRICT FACILITIES, LINE D-2 and SWALE are in a satisfactorily maintained condition. DISTRICT shall accept responsibility for the operation and maintenance of LINE D-2 and SWALE in the interim until the street improvements at Ruft Road are completed and accepted for ownership by COUNTY for COUNTY maintenance.

10. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, LINE D-2 and SWALE, the DISTRICT FACILITIES, LINE D-2 and SWALE 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, LINE D-2 and SWALE are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

11. Provide COUNTY with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.25.

SECTION III

COUNTY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.9., 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 completion of PROJECT construction, 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) including ingress and egress, to the rights of way as shown in concept in "cross-hatched" on Exhibit "D".

8. Accept ownership and sole responsibility for the operation and maintenance of COUNTY's FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance. COUNTY shall accept ownership and sole responsibility for the operation and maintenance of LINE D-2 and SWALE upon the development and completion at Ruft Road for COUNTY maintenance.

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

VALLEY-WIDE shall:

1. Inspect construction of VALLEY-WIDE APPURTENANCES.
2. Accept ownership and sole responsibility for the operation and maintenance of VALLEY-WIDE APPURTENANCES, in accordance with the MOU.

SECTION V

It is further mutually agreed:

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

2. COUNTY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. DEVELOPER shall commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement. 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.

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.10. 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.

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.10.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds Ten Thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand dollars (\$10,000) shall be retained on account.

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 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.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, COUNTY, VALLEY-WIDE, 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, 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 or compromise any such claim, proceeding or action without the prior consent of DISTRICT, COUNTY and VALLEY-WIDE 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.

DEVELOPER's indemnification obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT, COUNTY and VALLEY-WIDE the appropriate form of dismissal (or similar document) relieving DISTRICT, COUNTY and VALLEY-WIDE 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.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, COUNTY and VALLEY-WIDE (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, COUNTY or VALLEY-WIDE 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 COUNTY.

9. Any waiver by any part 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 estopping such part 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:

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

To COUNTY: COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Transportation Department
Plan Check Section

To VALLEY-WIDE: VALLEY-WIDE RECREATION AND PARK DISTRICT
901 W. Esplanade Avenue
San Jacinto, CA 92582
Attn: Loretta Domenigoni

To DEVELOPER: BEAZER HOMES HOLDINGS, LLC
310 Commerce, Suite 150
Irvine, CA 92602
Attn: Chris Courtney

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 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. In the event DEVELOPER sells Tract No. 32185, DEVELOPER shall notify DISTRICT, COUNTY and VALLEY-WIDE of any such transfer or assignment in writing no later than 30 days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement

until DISTRICT, COUNTY, VALLEY-WIDE, DEVELOPER and the new owner(s) of Tract No. 32185 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract No. 32185.

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 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.

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.

//

//

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

March 30, 2021

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By J. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

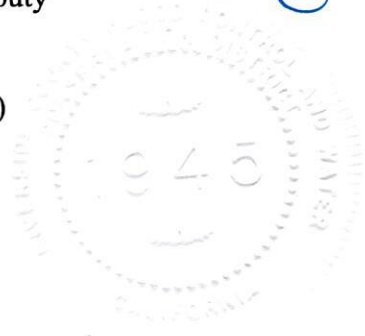
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By Leila Moshref-Danesh
LEILA MOSHREF-DANESH
Deputy County Counsel

By Michelle Passo
Deputy

(SEAL)



[Signed in Counterpart]

Cooperative Agreement:

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 2

Warm Springs Valley - Ruft Road Lateral, Stage 1

Warm Springs Valley - Briar Rose Dr Lateral, Stage 1

Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01

Tract No. 32185

AK:mc

02/10/21

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Mark Lancaster
MARK LANCASTER
Director of Transportation

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By Kristine Bell-Valdez
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By Priscilla Passo
Deputy

(SEAL)

Cooperative Agreement:

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 2
Warm Springs Valley - Ruft Road Lateral, Stage 1
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Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01
Tract No. 32185

AK:mc
02/10/21

**VALLEY-WIDE RECREATION AND PARK
DISTRICT**

By 

DEAN WETTER
General Manager

(ATTACHED NOTARY ACKNOWLEDGEMENT
WITH CAPACITY STATEMENT)

Cooperative Agreement:

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 2

Warm Springs Valley - Ruft Road Lateral, Stage 1

Warm Springs Valley - Briar Rose Dr Lateral, Stage 1

Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01

Tract No. 32185

AK:mc

02/10/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

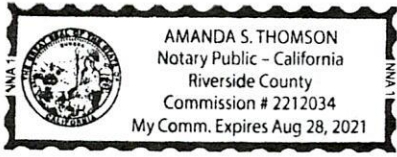
On March 18, 2021 before me, Amanda S. Thomson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dean Wetter
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Amanda S. Thomson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cooperative Agreement
Document Date: 2.10.21 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dean Wetter
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BEAZER HOMES HOLDINGS, LLC
a Delaware Limited Liability Company

x Cpe 2/12/21

Christopher P.

By



~~CHRIS~~ COURTNEY

Authorized Signatory – West Region

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:

Warm Springs Valley - Velvetleaf Street Storm Drain
Warm Springs Valley - Ruft Road Lateral, Stage 1
Warm Springs Valley - Briar Rose Dr Lateral, Stage 1
Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01
Tract No. 32185
AK:mc
02/10/21

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On Feb. 12, 2021 before me, Solange N Tambwe, Notary Public
(Here insert name and title of the officer)

personally appeared Christopher P Courtney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

Solange N Tambwe
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Cooperative Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 28 Document Date 12-12-21

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

LEGAL DESCRIPTION

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

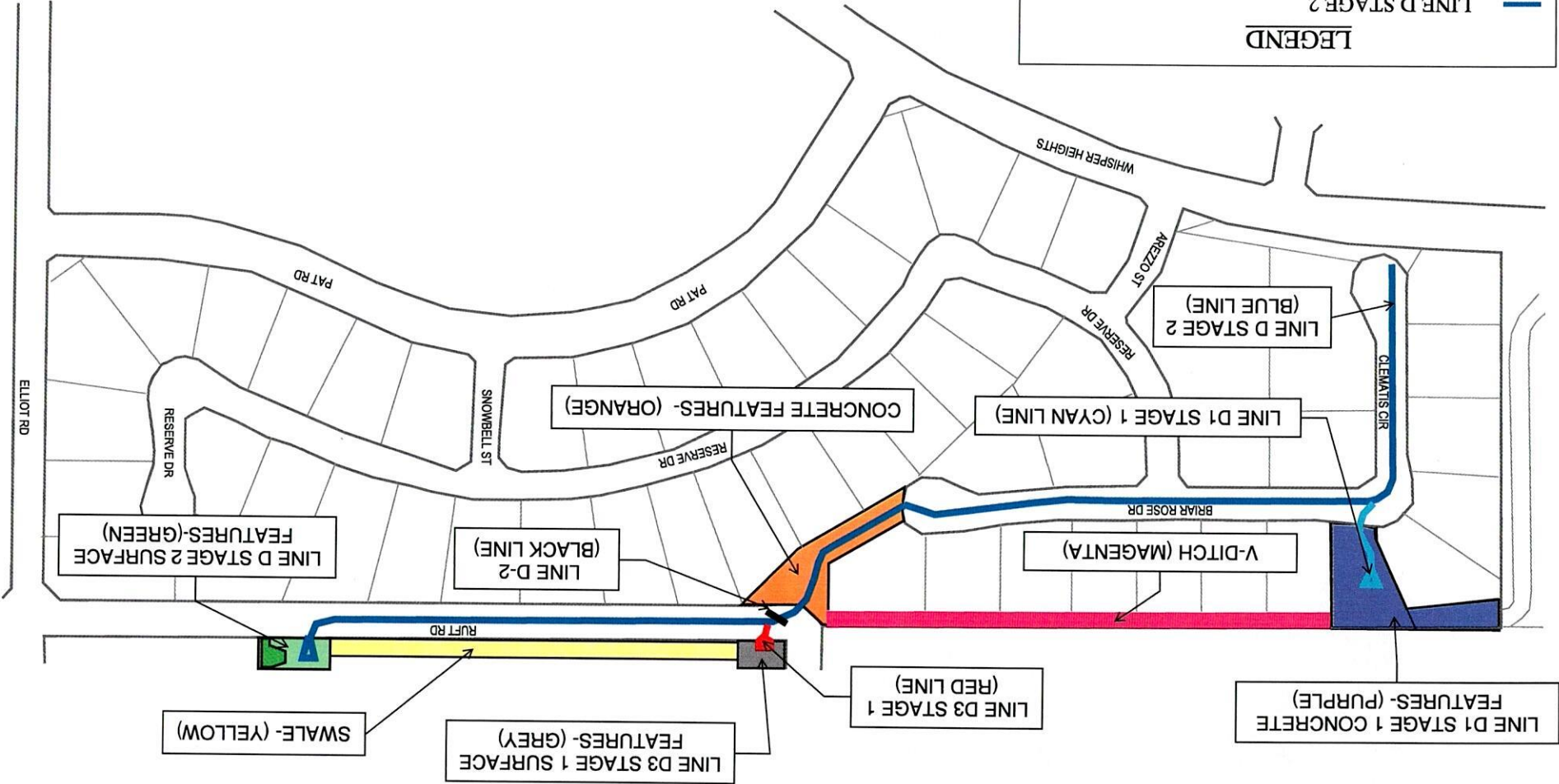
PARCEL 1: (APN: 480-030-053 AND 480-030-055)

PORTIONS OF PARCELS 1 AND 2 OF PARCEL MAP NO. 13599, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 101, PAGES 17 AND 18 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN: 480-030-056 AND 480-030-057)

PORTIONS OF PARCELS 4 AND 5 OF PARCEL MAP NO. 9720, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 50, PAGES 32 TO 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"



LEGEND

LINE D STAGE 2	Blue line
LINE D1 STAGE 1	Cyan line
LINE D-2	Black line
LINE D3 STAGE 1	Red line
LINE D STAGE 2 SURFACE FEATURES	Green box
LINE D3 STAGE 1 SURFACE FEATURES	Grey box
LINE D3 STAGE 1 SURFACE FEATURES	Orange box
CONCRETE FEATURES	Blue box
CONCRETE FEATURES	Orange box
SWALE	Yellow box
V-DITCH	Magenta box

Warm Springs Valley - Velvetleaf Street Storm Drain, Stage 2
 Warm Springs Valley - Ruft Road Lateral, Stage 1
 Warm Springs Valley - Briar Rose Dr Lateral, Stage 1
 Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01
 Tract No. 32185

COOPERATIVE AGREEMENT



EXHIBIT "C"

DISTRICT's Insurance Requirements 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 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

EXHIBIT "C"

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 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

EXHIBIT "C"

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.
- i. 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.



Warm Springs Valley - Velvleaf Street Storm Drain, Stage 2
Warm Springs Valley - Ruft Road Lateral, Stage 1
Warm Springs Valley - Briar Rose Dr Lateral, Stage 1
Project Nos. 7-0-00221-02, 7-0-00242-01, 7-0-00243-01
Tract No. 32185

COOPERATIVE AGREEMENT

LEGEND

 CROSS-HATCHED EASEMENT

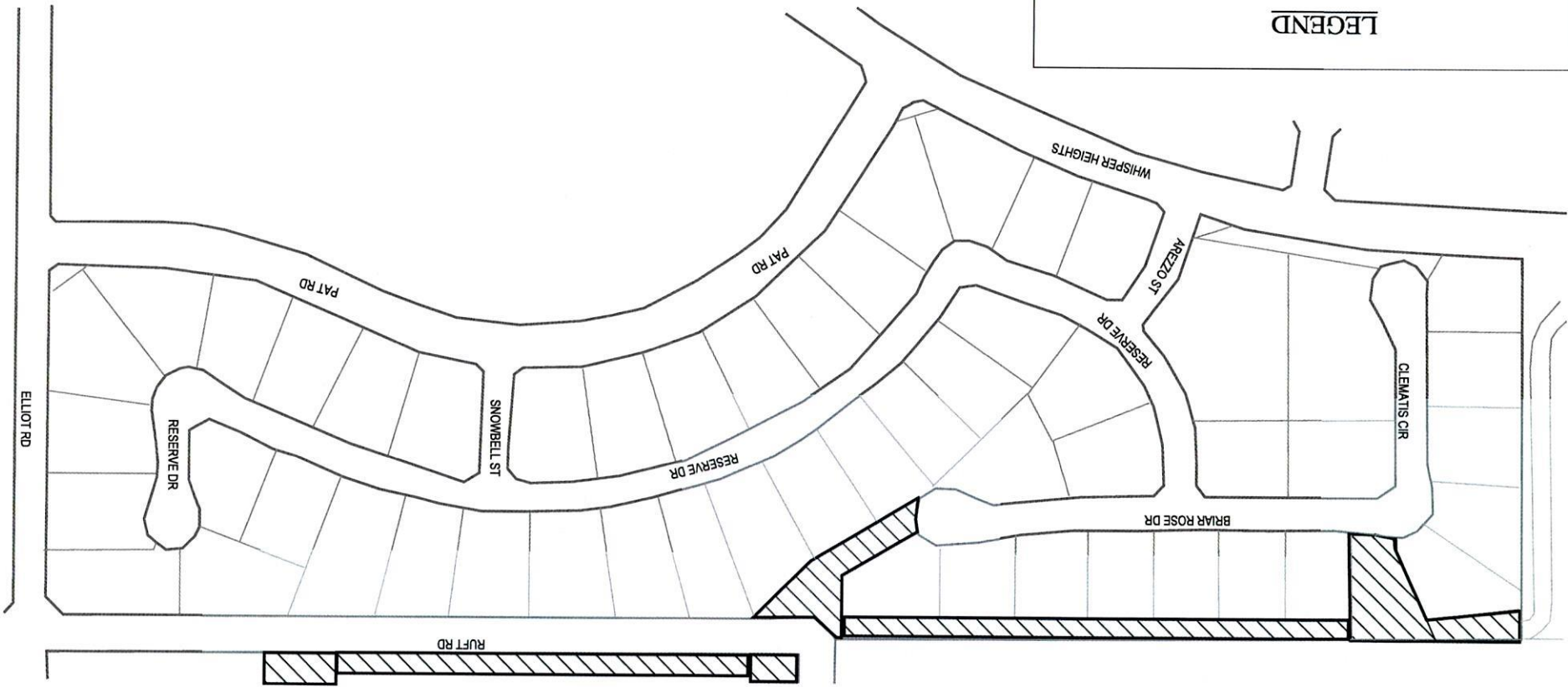


EXHIBIT D

EXHIBIT "E"

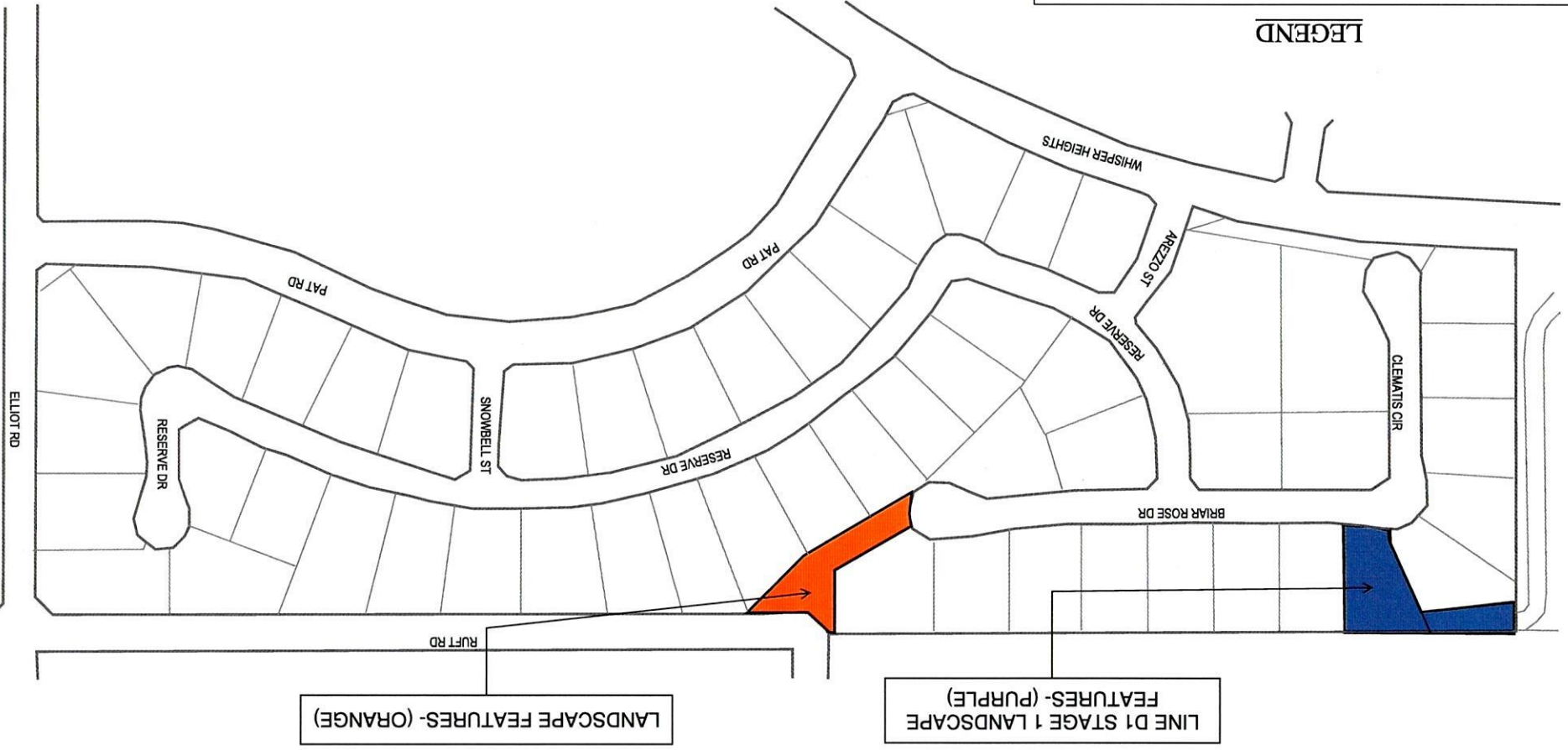
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COOPERATIVE AGREEMENT

LANDSCAPE FEATURES	
LINE D1 STAGE 1 LANDSCAPE FEATURES	

LEGEND



LANDSCAPE FEATURES - (ORANGE)

LINE D1 STAGE 1 LANDSCAPE FEATURES - (PURPLE)