

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.61
(ID # 17849)

MEETING DATE:

Tuesday, December 14, 2021


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT/TRANSPORTATION: Approval of the Amended and Restated Cooperative Agreement Between the County of Riverside, Riverside County Flood Control District and D.R. Horton Los Angeles Holding Company, Inc. for Winchester Hills - Line C, Stage 3, Winchester Hills – Line C, Stage 4, and Winchester Hills Line C – Simpson Road Lateral (Tract No. 30989), Project Nos. 4-0-00580 and 4-0-00586, Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item MT Item No. 17724)

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 considered by Resolution No. F2019-17, adopted on July 23, 2019 [Board Agenda Item No. 3.59] and the accompanying Notice of Determination;
2. Approve the Amended and Restated Cooperative Agreement between the County of Riverside (County), Riverside County Flood Control and Water Conservation District (District), and D.R. Horton Los Angeles Holding Company, Inc. (Developer);
3. Authorize the Chair of the Board of Supervisors to execute the Agreement documents on behalf of the County; and
4. Authorize the Director of Transportation or designee to take all necessary steps to implement the Amended and Restated Cooperative Agreement, including any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel.

ACTION:Policy


Mark Lancaster, Director of Transportation

12/1/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: December 14, 2021
xc: Trans., Flood

(Companion Item 11.3)

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE 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: Developer Funded 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 15, 2006 (Board Agenda Item No. 3.32), and on July 11, 2006 (Board Agenda Item No. 3.64), the Board of Supervisors approved the cooperative agreements between the County, District, and Winchester Ranch 202, LLC (Previous Developer) to construct certain flood control facilities for Tract No. 30989. The Amended and Restated Agreement (Agreement) supersedes the previous cooperative agreements and sets forth the terms and conditions by which D.R. Horton Los Angeles Holding Company, Inc. (New Developer) will assume responsibility for the construction of the drainage facilities for Tract No. 30989.

The Agreement is necessary to provide for County inspection, and subsequent operation and maintenance of Winchester Hills – Line C, Stage 3 and Stage 4, and Winchester Hills – Simpson Road Lateral, facilities.

Upon completion of construction, the County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets, outlets, connector pipes, curbs and gutters, riprap, structural integrity of 13.5'W x 6'H and 10'W x 6'H double reinforced concrete boxes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within County held rights of way, including various lateral storm drains that are 36 inches or less in diameter, catch basins, inlets within privately held rights of way. The District will assume ownership, operation and maintenance of the mainline storm drains greater than 36-inches in diameter for Winchester Hills – Simpson Road Lateral; trapezoidal earthen channel, hydrologic conveyance of 13.5'W x 6'H and 10'W x 6'H double reinforced concrete boxes, rip rap outlet structures, including ten (10) storm drains that are thirty-six inches (36") or less in diameter that drain into the trapezoidal earthen channel; concrete pads, slope protection barriers, signage and fencing in accordance with the terms and conditions as set forth in the Agreement. The Developer will retain ownership, operation and maintenance of the project's associated water quality basin located within its rights of way.

County Counsel has approved the Agreement as to legal form and the Developer has executed the Agreement. A companion item appears on the Riverside County Flood Control and Water Conservation District's Board agenda this same date.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Environmental Findings

The County previously approved the Environmental Impact Report (EIR)(SCH #91082004) prepared for the Winchester Hills Specific Plan No. 293 on October 28, 1997 (Board Agenda Item No. 3.25). The Agreement is an action in furtherance of the project, and nothing further is required for CEQA compliance because this proposed action has been adequately analyzed. Additionally, none of the triggers under Section 15162 of the State CEQA Guidelines applies. Therefore, no further analysis is required under CEQA.

Impact on Residents and Businesses

Construction of these drainage improvements is a requirement for the development of Tract Map No. 30989. 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 County maintained storm drain facilities will accrue to the County. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

Vicinity Map

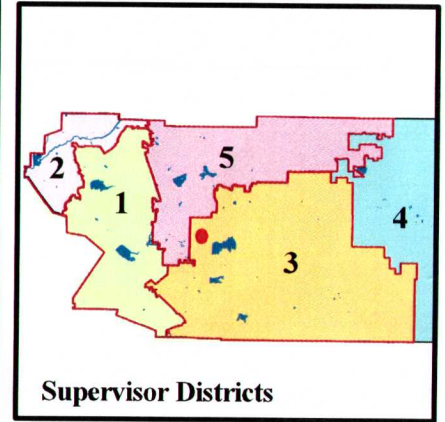
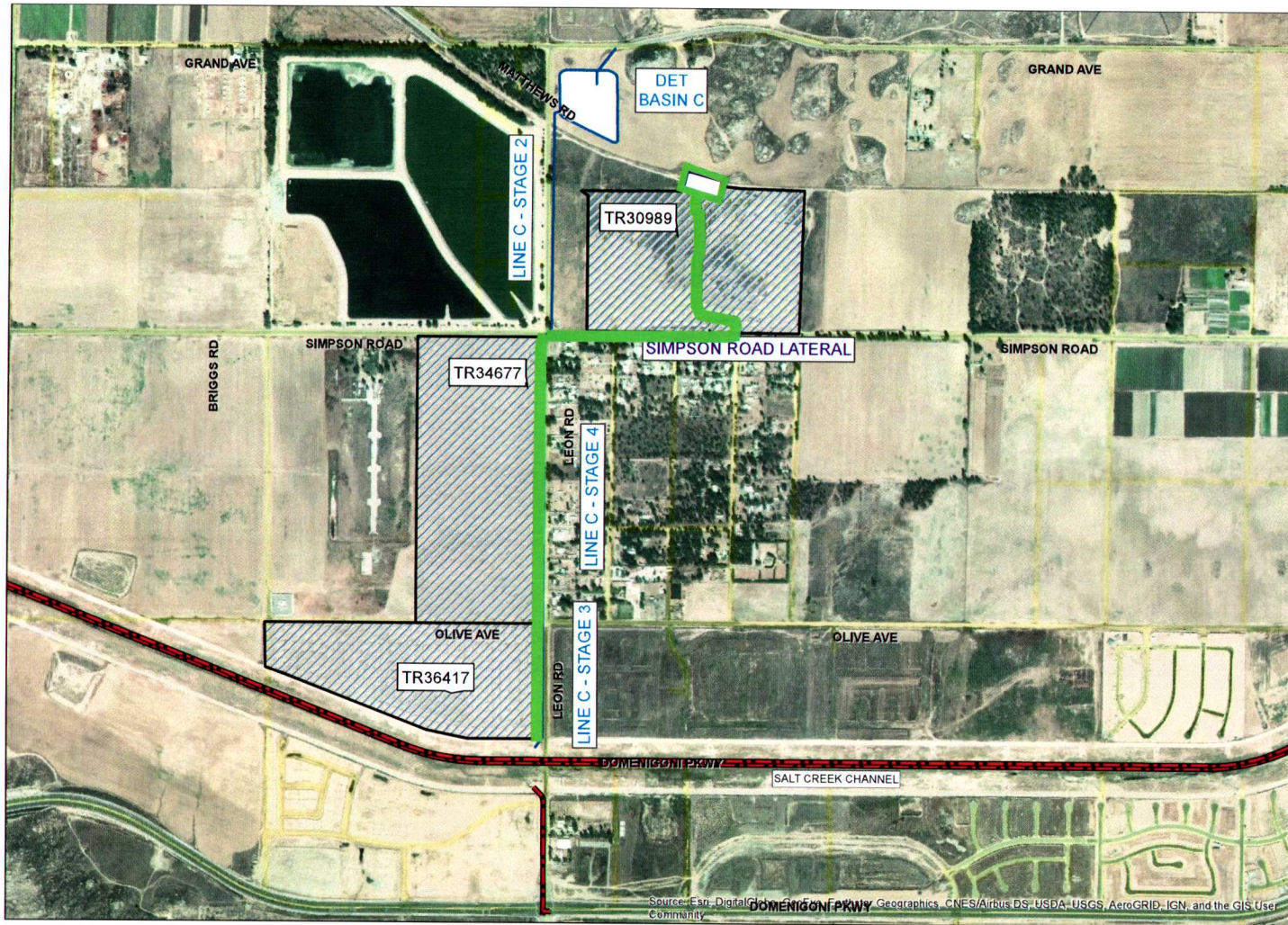
Amended and Restated Cooperative Agreement



Jason Farin, Principal Management Analyst 12/8/2021



Gregory L. Priamos, Director County Counsel 12/7/2021



LEGEND:

- Existing Facilities
- Project Vicinity
- Supervisorial District

DESCRIPTION:

Winchester Hills - Line C, Stage 3
 Winchester Hills – Line C, Stage 4
 Winchester Hills Line C – Simpson Road Lateral; Project Nos. 4-0-00580 and 4-0-00586
 Tract Map No. 30989



VICINITY MAP



AMENDED AND RESTATED COOPERATIVE AGREEMENT

Winchester Hills – Line C, Stage 3
 Winchester Hills – Line C, Stage 4
 Winchester Hills Line C – Simpson Road Lateral
 Project Nos. 4-0-00580 and 4-0-00586
 Tract Map No. 30989

This Amended and Restated Cooperative Agreement ("Agreement"), dated as of DEC 14 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 ("COUNTY"), and D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DEVELOPER"). DISTRICT, COUNTY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT, COUNTY and Winchester Ranch 202, LLC ("PREVIOUS DEVELOPER") entered into that certain Cooperative Agreement dated August 15, 2006 [Board Agenda Item No. 11.3] and recorded as Document No. 2006 – 0630305 in the Official Records of the County of Riverside, hereinafter referred to as "LINE C STAGE 2 AGREEMENT"; and

B. DISTRICT, COUNTY and PREVIOUS DEVELOPER also entered into that certain Cooperative Agreement dated July 11, 2006 [Board Agenda Item No. 11.1] and recorded as Document No. 2006 – 0532061 in the Official Records of the County of Riverside, hereinafter referred to as "SIMPSON ROAD LATERAL AGREEMENT". LINE C STAGE 2 AGREEMENT and SIMPSON ROAD LATERAL AGREEMENT are hereinafter called "PREVIOUS AGREEMENTS"; and

C. PREVIOUS AGREEMENTS required PREVIOUS DEVELOPER, as a condition of approval for Tract Map No. 30989, to construct certain flood control and drainage facilities for certain real property as defined in the PREVIOUS AGREEMENTS; and

D. To date, PREVIOUS DEVELOPER has not constructed the Winchester Hills – Line C, Stage 2 facility required by the LINE C STAGE 2 AGREEMENT but did construct a portion of Winchester Hills Line C – Simpson Road Lateral required by the SIMPSON ROAD LATERAL AGREEMENT; and

E. PREVIOUS DEVELOPER ceased operation of its business, and the real property comprising Tract Map No. 30989 (the "Real Property") was subject to a trustee sale and was acquired by OREO Corp.; and

F. One or more conveyances occurred between certain dates, and Watermarke Homes, LLC acquired title to the Real Property from OREO Corp on June 20, 2013; and

G. Pursuant to a grant deed dated August 31, 2021, DEVELOPER has acquired fee title to the Real Property from Watermarke Homes, LLC; and

H. DISTRICT, COUNTY and DEVELOPER now desire to enter into this Agreement with the intent that this Agreement shall prevail over the terms of the PREVIOUS AGREEMENTS dated August 15, 2006 and July 11, 2006, respectively; and

I. DEVELOPER has submitted for approval of Tract Map No. 30989 located in an unincorporated area of western Riverside County. DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development, pursuant to the conditions of approval for Tract Map No. 30989 ("COA") and PREVIOUS AGREEMENTS for Tract Map No. 30989. The legal description of Tract Map No. 30989 is provided in Exhibit "A", attached hereto and made a part hereof. The flood control facilities for Tract Map No. 30989 are further described in RECITALS J through L below; and

J. LINE C STAGE 2 AGREEMENT defined the storm drain facilities for Tract Map No. 30989 as Winchester Hills – Line C, Stage 2, located within Leon Road from Olive Avenue to north of Grand Avenue, as shown on District Drawing No. 4-0891. However, the COA (Map Flood Hazard Report) require the DEVELOPER to build the storm drain system within Leon Road from DISTRICT's existing Salt Creek Channel to Simpson Road. In addition, the required storm drain facilities are being clarified in this Agreement to reflect the phases of construction as shown in the conditions of approval for Tract Map No. 30989, Tract No. 34677 and Tract Map No. 36417. Therefore, this Agreement retitles the storm drain facilities from "Winchester Hills – Line C, Stage 2", as described in the LINE C STAGE 2 AGREEMENT, to "Winchester Hills – Line C, Stage 3 and Winchester Hills Line C, Stage 4"; and

K. Winchester Hills – Line C, Stage 3, as shown in concept in red on Exhibit "B", attached hereto and made a part hereof, and as shown on District Drawing No. 4-1126, includes the construction of:

- (i) Approximately 962 lineal feet of trapezoidal channel ("CHANNEL C-3"); approximately 219 lineal feet of 13.5'W x 6'H double reinforced concrete box ("BOX C-3") including its associated riprap outlet structure ("OUTLET C-3"). CHANNEL C-3, BOX C-3 and OUTLET C-3 are called "LINE C STAGE 3". At its downstream terminus, LINE C STAGE 3 will connect and drain into DISTRICT's existing Salt Creek Channel;

L. Winchester Hills – Line C, Stage 4, as shown in concept in green on Exhibit "B", and as shown on District Drawing No. 4-1136, includes the construction of:

- (i) Approximately 2,402 lineal feet of trapezoidal earthen channel including its riprap outlet structure and approximately 270 lineal

feet of underground storm drain system ("CHANNEL C-4"); approximately 110 lineal feet of 10'W x 6'H double reinforced concrete box ("BOX C-4"). CHANNEL C-4 and BOX C-4 are called "LINE C STAGE 4". At its downstream terminus, LINE C STAGE 4 will connect to the proposed LINE C STAGE 3 facility. At its upstream terminus, LINE C STAGE 4 terminates with a concrete bulkhead for future extension; and

- (ii) Ten (10) storm drains that are thirty-six inches (36") or less in diameter that are located within DISTRICT held easements or rights of way ("STORM DRAINS"); and
- (iii) All safety devices requested by DISTRICT, 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; and

M. Pursuant to the SIMPSON ROAD LATERAL AGREEMENT, PREVIOUS DEVELOPER constructed a portion of the drainage facilities and DEVELOPER desires to complete construction of Winchester Hills Line C – Simpson Road Lateral, as shown in concept in purple on Exhibit "C", attached hereto and made a part hereof, and as shown on District Drawing No. 4-0892, consisting of:

- (i) Approximately 3,500 lineal feet of underground storm drain system including its associated inlet ("SIMPSON ROAD LATERAL"). At its downstream terminus, SIMPSON ROAD LATERAL connects to the proposed LINE C STAGE 4 facility; and

N. Together, LINE C STAGE 3, LINE C STAGE 4, STORM DRAINS, SAFETY DEVICES and SIMPSON ROAD LATERAL are hereinafter called "DISTRICT FACILITIES"; and

O. Associated with the construction of DISTRICT FACILITIES is the construction of certain catch basins, connector pipes and various lateral storm drains that are 36 inches or less in diameter located within COUNTY held easements or rights of way ("COUNTY FACILITIES"); and

P. Also associated with the construction of DISTRICT FACILITIES is the construction of various lateral storm drains that are 36 inches or less in diameter, catch basins, inlets ("PRIVATE STORM DRAINS") and water quality basin ("BASIN") located within DEVELOPER held rights of way or easements. PRIVATE STORM DRAINS and BASIN are called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER. Subsequently, PRIVATE STORM DRAINS are to be maintained by COUNTY, on behalf of its Transportation Department, and BASIN is to be maintained by the Valley-Wide Recreation and Park District ("VALLEY-WIDE"). DEVELOPER intends to enter into a separate agreement with VALLEY-WIDE setting forth the maintenance responsibilities for BASIN. DEVELOPER will accept responsibility for maintenance of BASINS unless and until DEVELOPER's agreement with VALLEY-WIDE is executed and VALLEY-WIDE accepts maintenance responsibilities for BASIN; and

Q. Together, DISTRICT FACILITIES, COUNTY FACILITIES and DEVELOPER FACILITIES are called "PROJECT"; and

R. A portion of SIMPSON ROAD LATERAL is located within the Riverside County Transportation Commission's ("RCTC") held rights of way or easements. Therefore, prior to the commencement of PROJECT construction, DISTRICT, DEVELOPER and RCTC shall

enter into a separate License Agreement ("LICENSE AGREEMENT") setting forth the particular provisions under which DEVELOPER will construct and DISTRICT will operate and maintain SIMPSON ROAD LATERAL within RCTC's right of way; and

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

T. DEVELOPER and DISTRICT desire COUNTY to accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES and PRIVATE STORM DRAINS; and

U. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and the flow velocities of BOX C-3 and BOX C-4, 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 the necessary rights of way 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 (i) DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and the flow velocities of BOX C-3 and BOX C-4; and (ii) COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, PRIVATE STORM DRAINS and the structural integrity of BOX C-3 and BOX C-4 as set forth herein; and

V. Pursuant to this Agreement, DEVELOPER shall submit to DISTRICT for its review certified compaction reports documenting that all soil compaction for the constructed portion of SIMPSON ROAD LATERAL was accomplished in compliance with DISTRICT standards; and

W. COUNTY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES and COUNTY FACILITIES; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way; (v) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES; (vi) accept ownership and responsibility for the structural integrity of BOX C-3 and BOX C-4; and (vii) accept responsibility for the operation and maintenance of PRIVATE STORM DRAINS, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

NOW, THEREFORE, in consideration of the preceding recitals, which are true and correct and incorporated into the term of this Agreement, and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

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

2. Continue to pay DISTRICT, within thirty (30) calendar 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 and approval of IMPROVEMENT PLANS; ii) the review and approval of rights of way and conveyance documents; iii) the processing and administration of this Agreement; and iv) construction inspection costs. Additionally, DEVELOPER shall pay COUNTY, within thirty (30) calendar

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 and approval of IMPROVEMENT PLANS; ii) the review and approval of right of way and conveyance documents; iii) the processing and administration of this Agreement; and iv) construction inspection costs.

3. 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 services for the construction of PROJECT as set forth herein.

4. Provide COUNTY, upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 30989 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with COUNTY's Ordinance No. 460, including any amendments thereto, for the estimated cost of construction of i) DISTRICT FACILITIES as determined by DISTRICT; and ii) COUNTY 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 as complete and COUNTY FACILITIES are accepted by COUNTY as complete.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, upon DISTRICT's 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 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 or COUNTY.

8. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS and prior to commencing construction of PROJECT, 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.

9. DEVELOPER shall not commence construction 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 "D", 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, either in whole or in part, for said breach of this Agreement.

10. 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 DISTRICT FACILITIES. Upon DISTRICT approval of IMPROVEMENT PLANS or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 30989 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention: Plan Check Section) and COUNTY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as determined and approved by DISTRICT and COUNTY.

11. Upon DISTRICT approval of IMPROVEMENT PLANS, obtain and provide DISTRICT (Attention: Plan Check Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the Irrevocable Offer(s).

12. Furnish DISTRICT (Attention: Plan Check Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., with Preliminary Title Reports dated not more than thirty (30) calendar days prior to date of submission of all the property(ies) described in the Irrevocable Offer(s) of Dedication.

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

14. Notify DISTRICT (Attention: Construction Management Section) and COUNTY in writing 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) calendar days written notice of intent to start of construction of PROJECT, and include 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 has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

15. Prior to commencing construction, obtain, at its sole cost and expense, and 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").

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

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that PROJECT construction is substantially complete and request (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES; and (ii) COUNTY conduct a final inspection of COUNTY FACILITIES and PRIVATE STORM DRAINS.

20. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to 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 "E", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and COUNTY 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 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, 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; (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES and PRIVATE STORM DRAINS; and (iii) VALLEY-WIDE accepts ownership and responsibility for operation and maintenance of BASIN. DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

23. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (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 IMPROVEMENT 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".

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 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 Cooperative 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.11.

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar 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.

6. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated (i) with the review and approval of IMPROVEMENT PLANS; (ii) the review and approval of right of way and conveyance documents; and (iii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.5., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

10. Provide DEVELOPER 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.23.

11. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES and flow velocities of BOX C-3 and BOX C-4 upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19.; (ii)

DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT determination, through its review of compaction submittals required under the terms of this Agreement is in substantial conformance with DISTRICT standards; (iv) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.23.; (v) recordation of all conveyance documents described in Section I.20.; (vi) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT; and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

12. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES the DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

13. 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.23.

SECTION III

COUNTY shall:

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

2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of Ordinance No. 460

of the COUNTY, including any amendments thereto, as set forth in Section I.4., and hold said bonds as provided herein. 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 FACILITIES are accepted by COUNTY as complete.

3. Request DEVELOPER update the construction schedule, as deemed necessary.

4. Inspect PROJECT construction.

5. Consent, by execution of this Agreement, to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. 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.

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

8. 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 "E".

9. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES, the structural integrity of BOX C-3 and BOX C-4, and PRIVATE STORM DRAINS upon (i) DISTRICT acceptance of DISTRICT FACILITIES for

ownership, operation and maintenance; (ii) COUNTY's final inspection of COUNTY FACILITIES and PRIVATE STORM DRAINS; and (iii) COUNTY's sole determination that COUNTY FACILITIES and PRIVATE STORM DRAINS are in a satisfactorily maintained condition.

10. Release occupancy permits in accordance with the approved conditions of Approval for Tract Map No. 30989.

11. 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 by COUNTY at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

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

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

3. If DEVELOPER fails to commence construction of PROJECT within eighteen (18) 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 from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

4. If DEVELOPER fails to complete construction of PROJECT within nine (9) months after commencement of construction of PROJECT, 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 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site conditions that materially affects PROJECT function or COUNTY's ability to operate and maintain COUNTY FACILITIES, COUNTY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by COUNTY.

5. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT 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) calendar 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 or COUNTY 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 the DISTRICT and COUNTY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) ("Indemnitees") from any liability whatsoever, based or asserted upon any services of DEVELOPER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising

from the performance of DEVELOPER, its officers, employees, subcontractors, agents or representatives from this Agreement. DEVELOPER shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

8. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at their sole cost, have the right to use counsel of their own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT and COUNTY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein.

9. DEVELOPER's obligation hereunder shall be satisfied when DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal relieving DISTRICT and COUNTY from any liability for the action or claim 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.

10. 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.

11. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the DEVELOPER from indemnifying the Indemnitees to the fullest extent allowed by law.

12. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any 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 DISTRICT or COUNTY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) of DEVELOPER 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 by DEVELOPER after the acceptance of PROJECT by DISTRICT or COUNTY.

13. 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 estopping such Party from enforcement hereof.

14. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street

Riverside, CA 92501
Attn: Contract Services Section

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

To DEVELOPER: D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Attn: Susan Paradiso

15. 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.

16. 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.

17. 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.

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

19. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect. In the event DEVELOPER sells Tract Map

No. 30989, DEVELOPER shall notify DISTRICT and COUNTY 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, DEVELOPER and the new owner(s) of Tract Map No. 30989 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 30989.

20. 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.

21. 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.

22. 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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[SIGNATURES ON FOLLOWING PAGES]

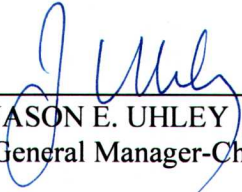
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

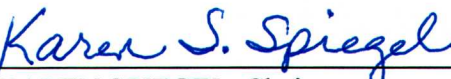
December 14, 2021

(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

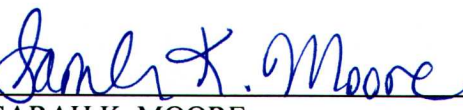
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
SARAH K. MOORE
Deputy County Counsel

By 
Deputy


(SEAL)



Amended and Restated Cooperative Agreement
Winchester Hills – Line C, Stage 3
Winchester Hills – Line C, Stage 4
Winchester Hills Line C – Simpson Road Lateral
Project Nos. 4-0-00580 and 4-0-00586
Tract Map No. 30989
11/09/2021
AMR:mcv

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation

By 
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
Supervising Deputy County Counsel

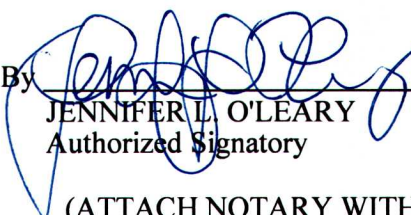
By 
Deputy

(SEAL)

Amended and Restated Cooperative Agreement
Winchester Hills – Line C, Stage 3
Winchester Hills – Line C, Stage 4
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Project Nos. 4-0-00580 and 4-0-00586
Tract Map No. 30989
11/09/2021
AMR:mcv

**D.R. HORTON LOS ANGELES HOLDING
COMPANY, INC.,**
a California corporation

By: 
BARBARA M. MURAKAMI
Vice-President

By: 
JENNIFER L. O'LEARY
Authorized Signatory
(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Amended and Restated Cooperative Agreement
Winchester Hills – Line C, Stage 3
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Tract Map No. 30989
11/09/2021
AMR:mcv

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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

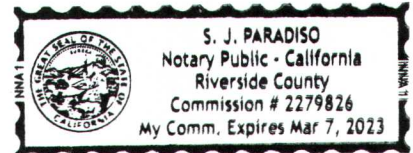
On November 10, 2021 before me, S.J. PARADISO, NOTARY PUBLIC (insert name and title of the officer), personally appeared BARBARA M. MURAKAMI and JENNIFER L. O'LEARY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



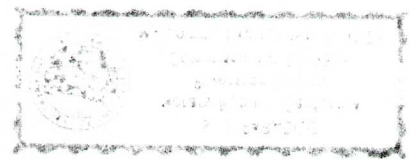


Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 202 INCLUSIVE, LOT 204 AND COMMON AREA LOTS "A" THROUGH "Q" INCLUSIVE OF TRACT NO. 30989, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 416 PAGE(S) 75 THROUGH 81 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 462-190-001 through 462-190-011;
462-191-001 through 462-191-017;
462-192-001 through 462-192-019;
462-193-001 through 462-193-014;
462-200-001 through 462-200-008;
462-201-001 through 462-201-005;
462-202-001 through 462-202-048;
462-210-001 through 462-210-017;
462-211-001 through 462-211-012;
462-212-001 through 462-212-013;
462-213-001 through 462-213-031; and
462-214-001 through 462-214-008

AMENDED AND RESTATED COOPERATIVE AGREEMENT

Winchester Hills – Line C, Stage 3
Winchester Hills – Line C, Stage 4
Winchester Hills Line C – Simpson Road Lateral
Project Nos. 4-0-00580 and 4-0-00586
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EXHIBIT B

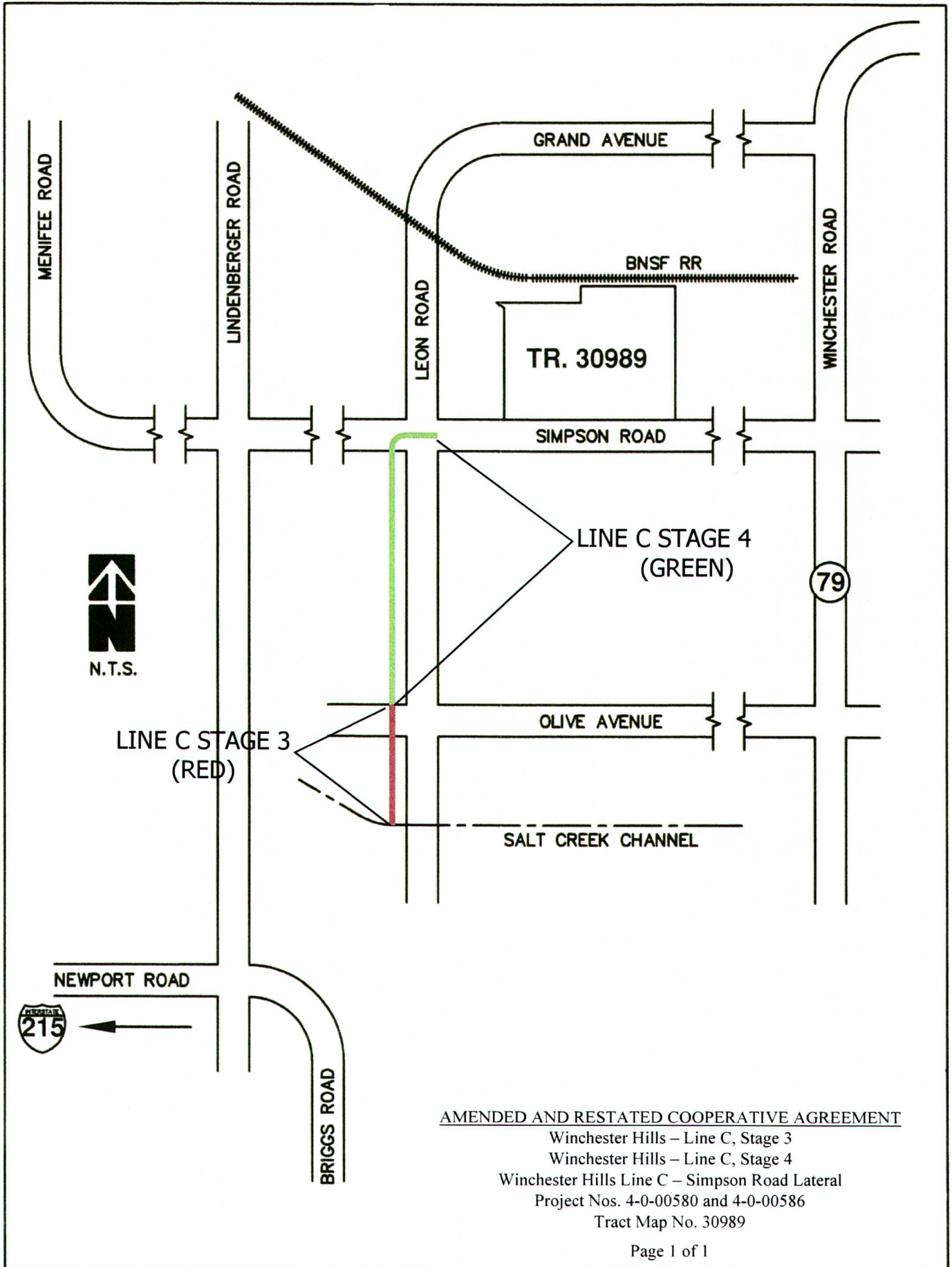
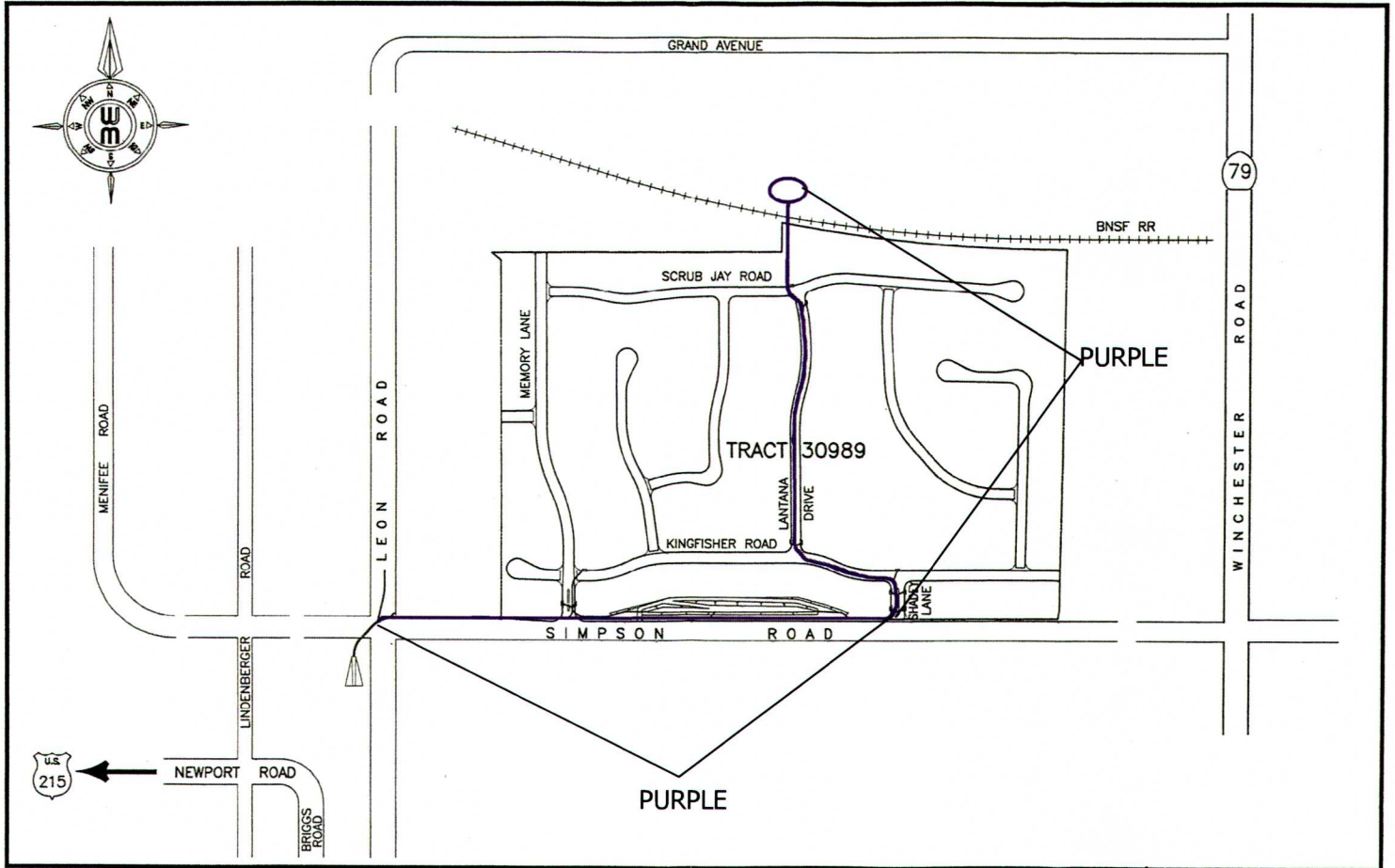


EXHIBIT C



AMENDED AND RESTATED COOPERATIVE AGREEMENT

Winchester Hills – Line C, Stage 3

Winchester Hills – Line C, Stage 4

Winchester Hills Line C – Simpson Road Lateral

Project Nos. 4-0-00580 and 4-0-00586

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EXHIBIT D

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 coverage's 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 DEVELOPER's 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 \$1,000,000 per occurrence and \$2,000,000 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

AMENDED AND RESTATED COOPERATIVE AGREEMENT

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

E. Pollution and Asbestos Liability:

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

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with

limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If DEVELOPER or its construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER or its construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

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

AMENDED AND RESTATED COOPERATIVE AGREEMENT

Winchester Hills – Line C, Stage 3
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DEVELOPER or its construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

F. General Insurance Provisions – All Lines:

- 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

AMENDED AND RESTATED COOPERATIVE AGREEMENT

Winchester Hills – Line C, Stage 3
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original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 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.

AMENDED AND RESTATED COOPERATIVE AGREEMENT

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- 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.

AMENDED AND RESTATED COOPERATIVE AGREEMENT

Winchester Hills – Line C, Stage 3
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EXHIBIT E

