

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



ITEM: 3.24  
(ID # 18518)

**MEETING DATE:**

Tuesday, March 29, 2022

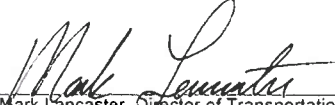
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Cooperative Agreement between the County of Riverside, the Riverside County Flood Control and Water Conservation District and Taylor Morrison of California, LLC for Warm Springs Valley – Fields Drive Storm Drain, Stage 2, Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1, and Warm Springs Valley – Washington Street Lateral, Stage 1 (Tract Map No. 37449), Project Nos. 7-0-00217, 7-0-00245, and 7-0-00246, and Warm Springs Valley – Autumn Glen Road Storm Drain, Stage 1, (Tract Map No. 37449), Project No. 7-0-00247; Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item MT No. 18513)

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

1. Find that the Cooperative Agreement and acceptance of the flood control facilities will not have a significant effect on the environment and that any potentially significant environmental effects have been adequately analyzed in Environmental Impact Report No. 531 (SCH 2012111070) adopted by the Lead Agency (County of Riverside) on December 10, 2019; and nothing further is required under the California Environmental Quality Act (CEQA);
2. Approve the two Cooperative Agreements between the County of Riverside (County), the Riverside County Flood Control and Water Conservation District (District), and Taylor Morrison of California, LLC (Developer);
3. Authorize the current Chair to execute the two Cooperative Agreement documents on behalf of the County; and
4. Authorize the Director of Transportation or designee to take all necessary steps to implement the two Cooperative Agreements including, but not limited to, negotiating, approving and executing and non-substantive amendments and any assignment and assumption associated with change of ownership or the property, subject to approval by County Counsel.

**ACTION:Policy**

  
Mark Lancaster, Director of Transportation

3/7/2022

  
Aaron Gettis, Deputy County Counsel

3/17/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 29, 2022  
xc: Trans., Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(Companion Item 11.3)

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Developer Funded 100%. No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

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

**BACKGROUND:**

**Summary**

The two Cooperative Agreements (Agreements) set forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract Map No. 37449, are to be constructed by Developer and inspected, operated and maintained by the District and County.

The Agreements are 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 – Fields Drive Storm Drain, Stage 2, Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1, Warm Springs Valley – Washington Street Lateral, Stage 1 and Warm Springs Valley – Autumn Glen Road Storm Drain, Stage 1.

Upon completion of construction, the County will assume ownership, operation, and maintenance of certain lateral storm drains measuring thirty-six inches (36") in diameter or less, various catch basins, culverts, gutters, forebay, rock berms, fencing, inlets, connector pipes, safety ledge and maintenance access road located within the County's rights of way.

Upon completion of construction, the District will assume ownership, operation and maintenance of mainline storm drains greater than 36 inches in diameter and associated headwalls, wingwalls, spillway structure, forebay, outlet, riprap and safety devices.

Upon completion of construction, the Developer will assume ownership, operation and maintenance of (i) various lateral storm drains that are thirty-six inches (36") or less in diameter, catch basins, inlets and connector pipes located within Developer held rights of way or easements, and (ii) two outlet structures consisting of rip-rap lined trapezoidal channels located within Developer held rights of way or easements.

In accordance with the MOU partnership, Valley-Wide will assume ownership, operation and maintenance of the project's three (3) water quality basins within the boundary of Tract Map No. 37449. In the event (i) any maintenance roles change in the future due to changes in MOU, or (ii) the MOU is amended or terminated, the County will assume ownership, operation and maintenance of Valley-Wide structures.

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

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 agenda on the same date.

**Environmental Findings**

The County previously approved the Environmental Impact Report No. 531 (SCH 2012111070) prepared for the Warm Springs Valley – Fields Drive Storm Drain, Stage 2, Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1, and Warm Springs Valley – Washington Street Lateral, Stage 1 (Tract Map No. 37449), Project Nos. 7-0-00217, 7-0-00245, and 7-0-00246, and Warm Springs Valley – Autumn Glen Road Storm Drain, Stage 1, (Track Map No. 37449), Project No. 7-0-00247. The County acting as the CEQA lead agency finds that the inspection, acceptance, operation, and maintenance as described in the Agreement are adequately addressed by the Environmental Impact Report No. 531 (SCH 2012111070). The terms of ownership, operation, and maintenance between the County and District as described in this Agreement will not have a significant impact on the environment. 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. 37449. The key beneficiaries are the future owners of the property.

**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

Cooperative Agreements

  
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Jason Farin, Principal Management Analyst      3/21/2022

COOPERATIVE AGREEMENT

Warm Springs Valley – Autumn Glen Road Storm Drain, Stage 1  
Project No. 7-0-00247  
Tract Map No. 37449

This Cooperative Agreement ("Agreement"), dated as of MAR 29 2022,

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") and Taylor Morrison of California, LLC, a California Limited Liability Company ("DEVELOPER"). DISTRICT, COUNTY 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 Map No. 37449 is provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 37449, located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for the proposed development Tract Map No. 37449, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. Tract Map No. 37449 is also located within the Jurisdictional Boundaries of the Valley-Wide Recreation and Park District, a special district created pursuant to the California Public Resources Code Section 5780 et seq ("VALLEY-WIDE"). COUNTY and VALLEY-WIDE executed a Memorandum of Understanding ("MOU") on December 17, 2019 to identify the operation and maintenance responsibilities between COUNTY and VALLEY-WIDE within such Jurisdictional Boundaries; and

MAR 29 2022 11.3 03.24



D. The required flood control facilities and drainage improvements, are shown on DISTRICT's Drawing No. 7-0563 and as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof and include the construction of:

- i. Warm Springs Valley – Autumn Glan Road Storm Drain, Stage 1 (AUTUMN GLEN ROAD STORM DRAIN), which is comprised of approximately 43 lineal feet of underground storm drain, as shown in concept in "blue" on Exhibit "B". At its upstream terminus, AUTUMN GLEN ROAD STORM DRAIN ends with a concrete bulkhead for future extension. At the downstream terminus, AUTUMN GLEN ROAD STORM DRAIN will connect to the outlet structure maintained by COUNTY, as further described in Recital E.
- ii. 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's contractor, and subject to DISTRICT's inspection and approval.
- iii. Together, AUTUMN GLEN ROAD STORM DRAIN, and SAFETY DEVICES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of an outlet downstream of AUTUMN GLEN ROAD STORM DRAIN and its associated rip-rap, safety railings, endwalls and appurtenances located within the COUNTY rights of way ("COUNTY FACILITIES"); and

F. Together, DISTRICT DRAINAGE FACILITIES and COUNTY FACILITIES are hereinafter called "PROJECT"; and

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

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

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

J. COUNTY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT DRAINAGE FACILITIES and COUNTY for COUNTY FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of way; and (iii) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

K. Tract Map No. 37449 is located within Murrieta Creek/Warm Springs Valley Area Drainage Plan ("WARM SPRINGS VALLEY ADP"). The WARM SPRINGS VALLEY ADP fee obligation for Tract Map No. 37449 ("ADP OBLIGATION") shall be calculated in accordance with the "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, as amended, ("RULES"); and

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and 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. Pay DISTRICT, upon execution of this Agreement, the one-time cash sum of Twenty Six Thousand Four and Hundred Dollars (\$26,400), the amount agreed upon to cover DISTRICT's estimated cost to operate and maintain DISTRICT DRAINAGE FACILITIES, for a period of ten (10) years (Zone 7 – Maintenance Trust fund) commencing upon DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership, operation and maintenance.
3. 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.

4. 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.

5. 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. 37449 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 DRAINAGE 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 DRAINAGE FACILITIES are accepted by DISTRICT as complete and COUNTY FACILITIES are accepted by COUNTY as complete.

6. 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 DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT

in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

7. 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.

8. 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.

9. 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.

10. 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 DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES, either in whole or in part, for said breach of this Agreement.

11. 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. 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. 37449 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.

12. Upon DISTRICT approval of IMPROVEMENT PLANS and at its sole cost and expense, 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 DRAINAGE FACILITIES.



The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the Irrevocable Offer(s).

13. Furnish DISTRICT (Attention: Plan Check Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.12., 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.

14. 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.

15. 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.14., 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. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

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

17. 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.

18. 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.

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

20. 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 DRAINAGE FACILITIES and (ii) COUNTY conduct a final inspection of COUNTY FACILITIES.

21. 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 DRAINAGE 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 "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 COUNTY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., 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 parcel(s) 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.

23. 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 DRAINAGE FACILITIES and (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES.

24. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of 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".

25. 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.

26. 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.12.

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

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.24.

11. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.20., (ii) DISTRICT

acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.24., (iv) recordation of all conveyance documents described in Section I.21., (v) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (vi) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

12. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES 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 DRAINAGE 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.24.

### SECTION III

COUNTY shall:

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

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., for the estimated



cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by the COUNTY and hold said bonds as provided herein. The surety, amount and form of the bonds shall list DISTRICT and COUNTY as obliges, be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from COUNTY.

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

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

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

9. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, (ii) COUNTY's final inspection of COUNTY FACILITIES, and (iii) COUNTY's sole determination that COUNTY FACILITIES are in a satisfactorily maintained condition.

10. Release occupancy permits in accordance with the approved conditions of Approval for Tract Map No. 37449.

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

3. If DEVELOPER fails to 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 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.15. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. 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, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) 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 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.

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 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: Contracts Services Section

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

To DEVELOPER: TAYLOR MORRISON OF CALIFORNIA, LLC  
4695 MacArthur Court, 8<sup>th</sup> Floor  
Newport Beach, CA 92660  
Attn: Jared Aronowitz

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 the all other Parties. Any attempt to delegate or assign any interest herein without written consent of the all other Parties shall be deemed void and of no effect. In the event DEVELOPER sells Tract Map No. 37449, 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. 37449 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. 37449.

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


March 29, 2022

(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)

Cooperative Agreement:  
Warm Springs Valley – Autumn Glen Road, Storm Drain, Stage 1  
Project No. 7-0-00247  
Tract Map No. 37449  
RMU:blm  
01/24/22

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
MARK LANCASTER  
Director of Transportation


By   
JEFF HEWITT, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

~~GREGORY P. PRIAMOS~~  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
STEPHANIE K. NELSON  
Deputy County Counsel

By   
Deputy

(SEAL)

Cooperative Agreement:  
Warm Springs Valley – Autumn Glen Road, Storm Drain, Stage 1  
Project No. 7-0-00247  
Tract Map No. 37449  
RMU:blm  
01/24/22

**TAYLOR MARRISON OF CALIFORNIA, LLC**  
a California Limited Liability Company

By *Jared Aronowitz*  
JARED ARONOWITZ  
Land Project Manager

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Warm Springs Valley – Autumn Glen Road, Storm Drain, Stage 1  
Project No. 7-0-00247  
Tract Map No. 37449  
RMU:blm  
01/24/22



## 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 Orange )

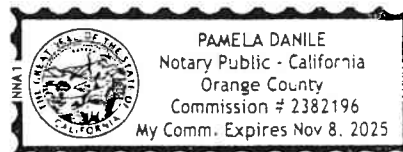
On March 2, 2022 before me, Pamela Danile, Notary Public,  
(insert name and title of the officer)

personally appeared Jared Aronowitz,  
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

## SCHEDULE 1

### LEGAL DESCRIPTION

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

#### PARCEL A:

PARCELS 1 THROUGH 8, 10, 14, 18 AND 19 OF PARCEL MAP NO. 37592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 83 THROUGH 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Portion of 472-170-022, 472-170-023, 472-170-024, 472-170-025, 472-170-026, 472-180-033, 472-180-034, 472-180-035, and 472-180-036.

#### PARCEL B:

A PERPETUAL, NONEXCLUSIVE ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, ACROSS AND THROUGH PARCEL 22 OF PARCEL MAP NO. 37592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 83 THROUGH 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FOR THE BENEFIT OF PARCEL 19 OF SUCH PARCEL MAP.

# EXHIBIT B

LINE FD  
 PER WARM SPRINGS VALLEY TTM  
 37449 DWG. NO. 7-0562

FIELDS DRIVE

AUTUMN GLEN CIRCLE BRIDGE ENDWALL  
 PER RCTD TR37449 STREET IMPROVEMENT PLANS

AUTUMN GLEN CIRCLE BRIDGE HEADWALL  
 PER RCTD TR37449 STREET IMPROVEMENT PLANS

AUTUMN GLEN CIRCLE BRIDGE  
 OVER FRENCH VALLEY CREEK  
 PER SEPARATE PLAN

LINE B4  
 (BLUE)

AUTUMN GLEN ROAD



AUTUMN GLEN LINE B4 TTM 37449 BELEE TERRE			
COOPERATIVE AGREEMENT RCFC&WCD FACILITIES EXHIBIT			
DATE: 11/17/2010	DESIGNED BY: [Signature]	CHECKED BY: [Signature]	SCALE: AS SHOWN
DRAWN BY: [Signature]	PROJECT NO: 37449	SHEET NO: 1	TOTAL SHEETS: 1
		W. B. BROS. 2718 W. 10th St. P.O. Box 1000 Des Moines, IA 50319 Phone: (515) 281-1234 Fax: (515) 281-1235	

11/17/2010 10:58 AM 11/17/2010 10:58 AM 11/17/2010 10:58 AM 11/17/2010 10:58 AM

## 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 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:

## EXHIBIT C

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 \$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 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

## EXHIBIT C

Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

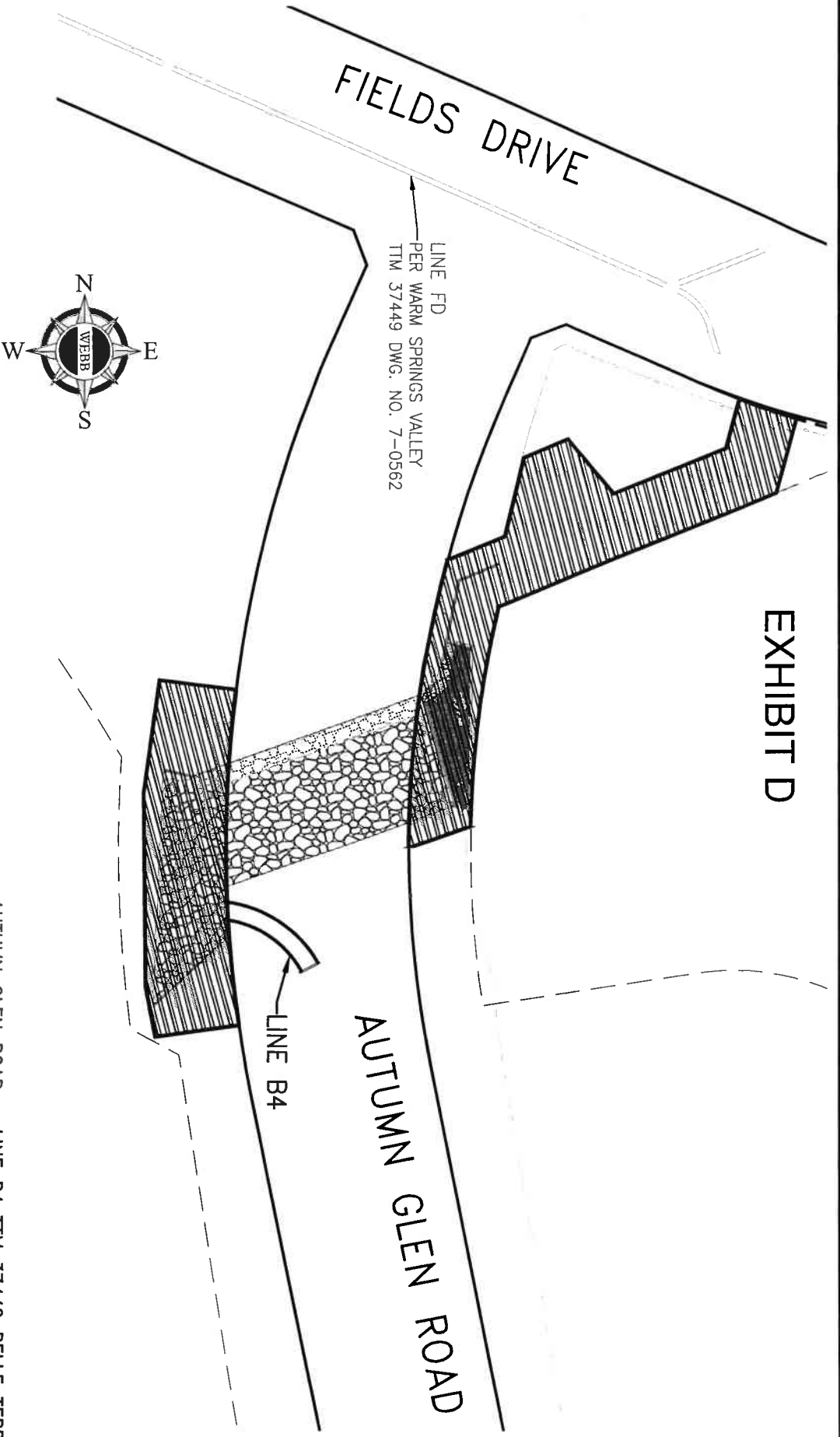
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under 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 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

## EXHIBIT C

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.

# EXHIBIT D



REVISIONS	DATE	BY	DATE	BY

COOPERATIVE AGREEMENT  
 RCFC&WCD RIGHT OF WAY EXHIBIT  
 LINE B4

SCALE: 1"=40'  
 DATE: 12-6-21  
 DESIGNED:  
 CHECKED:  
 PLN CK REF:  
 F.B.

**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3798 MCCRAY STREET  
 RIVERSIDE CA, 92506  
 PH (951) 686-1070  
 FAX (951) 788-1256

W.O. 2017-0229  
 SHEET  
**1**  
 OF 1 SHEETS



COOPERATIVE AGREEMENT

Warm Springs Valley – Fields Drive Storm Drain, Stage 2  
Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1  
Project Nos. 7-0-00217 and 7-0-00245  
Tract Map No. 37449

This Cooperative Agreement ("Agreement"), dated as of MAR 29 2022,

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") and Taylor Morrison of California, LLC, a California Limited Liability Company ("DEVELOPER"). DISTRICT, COUNTY 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 Map No. 37449 is provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 37449, located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for the proposed development Tract Map No. 37449, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. Tract Map No. 37449 is also located within the Jurisdictional Boundaries of the Valley-Wide Recreation and Park District, a special district created pursuant to the California Public Resources Code Section 5780 et seq ("VALLEY-WIDE"). COUNTY and VALLEY-WIDE executed a Memorandum of Understanding ("MOU") on December 17, 2019 to

MAR 29 2022 11.30 3.24

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, are shown on DISTRICT's Drawing No. 7-0562 and as shown in concept on Exhibit "B", attached hereto and made a part hereof and include the construction of:

- i. Warm Springs Valley – Fields Drive Storm Drain, Stage 2, as shown on PROJECT plans as Line AE ("FIELDS DRIVE LINE AE"), which is comprised of approximately 750 lineal feet of underground storm drain and associated inlet structure comprising of headwall, wingwalls, forebay and spillway structure as shown in concept in "blue" on Exhibit "B". At its downstream terminus, FIELDS DRIVE LINE AE will connect to DISTRICT's existing Warm Springs Valley – Fields Drive Storm Drain, Stage 1 facility (DISTRICT's Drawing No. 7-0470). At the upstream terminus FIELDS DRIVE LINE AE will collect flows from VALLEY-WIDE maintained Water Quality Basin B.
- ii. Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1, as shown on the PROJECT plans as Line B ("DOWNSTREAM BELLE TERRE LINE B"), which is comprised of approximately 112 lineal feet of underground storm drain and associated outlet structure comprising of headwall, wingwall, riprap, as shown in concept in "green" on Exhibit "B". At its downstream terminus, DOWNSTREAM BELLE TERRE LINE B will drain into VALLEY-WIDE-maintained forebay and Water Quality Basin B. At its

upstream terminus, DOWNSTREAM BELLE TERRE LINE B will connect to a 60-inch underground storm drain pipe and associated inlet structure, which is comprised of a headwall, wingwalls, forebay, and rock lined trapezoidal channel ("INTERIM UPSTREAM BELLE TERRE LINE B"). INTERIM UPSTREAM BELLE TERRE LINE B will be maintained by DEVELOPER until the ultimate improvements to INTERIM UPSTREAM BELLE TERRE LINE B ("ULTIMATE BELLE TERRE LINE B") are completed and accepted by DISTRICT for operation and maintenance pursuant to a Separate Cooperative Agreement;

iii. 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's contractor, and subject to DISTRICT's inspection and approval.

iv. Together, FIELDS DRIVE LINE AE, DOWNSTREAM BELLE TERRE LINE B, ULTIMATE BELLE TERRE LINE B, WASHINGTON STREET LINE F and SAFETY DEVICES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

E. ULTIMATE BELLE TERRE LINE B is to be constructed pursuant to a separate Cooperative Agreement, hereinafter called "ULTIMATE BELLE TERRE LINE B AGREEMENT". DISTRICT will accept ULTIMATE BELLE TERRE LINE B for ownership,

operation and maintenance after ULTIMATE BELLE TERRE LINE B is completed pursuant to its ULTIMATE BELLE TERRE LINE B AGREEMENT; and

F. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of underground storm drain as shown on DISTRICT's Drawing No. 7-0562 as Line F, certain lateral storm drains that are thirty-six inches (36") or less in diameter, which includes various catch basins, culverts, gutters, forebay, rock berms, fencing, inlets, connector pipes, safety ledge and maintenance access road located within COUNTY rights of way ("COUNTY FACILITIES"); and

G. Associated with the construction of DISTRICT DRAINAGE FACILITIES and COUNTY FACILITIES is the construction of (i) various lateral storm drains that are thirty-six inches (36") or less in diameter, catch basins, inlets and connector pipes located within DEVELOPER held rights of way or easements ("PRIVATE STORM DRAINS"), (ii) Line A-8 as shown on Sheet 15 of DISTRICT's Drawing No. 7-0562 and (iii) two outlet structures consisting of rip-rap lined trapezoidal channels located within DEVELOPER held rights of way or easements ("OUTLETS"). PRIVATE STORM DRAINS and OUTLETS are called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER and subsequently owned and maintained by the Homeowners' Association for Tract Map No. 37449; and Together, DISTRICT DRAINAGE FACILITIES, COUNTY FACILITIES, INTERIM UPSTREAM BELLE TERRE LINE B and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

H. Associated with construction of PROJECT includes the construction of three (3) water quality and bio-retention basin and their associated structures hereinafter called "VALLEY-WIDE APPURTENANCES", which shall be operated and maintained by VALLEY-WIDE in accordance with the MOU. In the event VALLEY-WIDE's maintenance responsibilities

associated with Tract Map No. 37449 change in the future (i) due to changes in MOU or (ii) the MOU is amended or terminated, COUNTY shall be responsible for the operation and maintenance of VALLEY-WIDE APPURTENANCES; and

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

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

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

L. COUNTY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT DRAINAGE FACILITIES and COUNTY for COUNTY FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of way; and (iii) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

M. DEVELOPER shall assume ownership, operation and maintenance responsibilities of INTERIM UPSTREAM BELLE TERRE LINE B on an interim basis as set forth herein, with the recognition and understanding that the acceptance of ULTIMATE BELLE TERRE LINE B for ownership, operation and maintenance responsibilities by DISTRICT is entirely dependent on all of the following occurring: (i) the construction of ULTIMATE BELLE TERRE LINE B being complete and constructed in accordance with plans and specifications approved by DISTRICT pursuant to ULTIMATE BELLE TERRE LINE B AGREEMENT ; (ii) ULTIMATE BELLE TERRE LINE B being constructed in accordance with plans and specifications approved by DISTRICT, pursuant to ULTIMATE BELLE TERRE LINE B AGREEMENT; (iii) DISTRICT's sole determination that ULTIMATE BELLE TERRE LINE B is in a satisfactorily maintained condition; (iv) DISTRICT's sole determination that ULTIMATE BELLE TERRE LINE B drains freely and is fully functioning as a flood control drainage system; and (v) ULTIMATE BELLE TERRE LINE B is formally accepted by DISTRICT for ownership, operation and maintenance pursuant to ULTIMATE BELLE TERRE LINE B AGREEMENT. Tract Map No. 37449 is located within Murrieta Creek/Warm Springs Valley Area Drainage Plan ("WARM SPRINGS VALLEY ADP"). The WARM SPRINGS VALLEY ADP fee obligation for Tract Map No. 37449 ("ADP OBLIGATION") shall be calculated in accordance with the "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, as amended, ("RULES"); and

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and 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. Pay DISTRICT, upon execution of this Agreement, the one-time cash sum of Forty Eight Thousand and Two Hundred Dollars (\$48,200) the amount agreed upon to cover DISTRICT's estimated cost to operate and maintain DISTRICT DRAINAGE FACILITIES, for a period of ten (10) years (Zone 7 – Maintenance Trust fund) commencing upon DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership, operation and maintenance.

3. 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.

4. 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.

5. 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. 37449 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 DRAINAGE 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 DRAINAGE FACILITIES are accepted by DISTRICT as complete and COUNTY FACILITIES are accepted by COUNTY as complete.

6. 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 DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

7. 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.

8. 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.

9. 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.

10. 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 DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES, either in whole or in part, for said breach of this Agreement.

11. 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. 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. 37449 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.

12. Upon DISTRICT approval of IMPROVEMENT PLANS and at its sole cost and expense, 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 DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the Irrevocable Offer(s).

13. Furnish DISTRICT (Attention: Plan Check Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.12., 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.

14. 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.

15. 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.14., 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. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

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

17. 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.

18. 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.

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

20. 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 DRAINAGE FACILITIES and (ii) COUNTY conduct a final inspection of COUNTY FACILITIES.

21. 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 DRAINAGE 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 "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 COUNTY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., 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 parcel(s) 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.

23. 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 DRAINAGE FACILITIES and (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES.

24. Accept sole ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

25. Accept sole ownership and responsibility for the operation and maintenance of INTERIM UPSTREAM BELLE TERRE LINE B until such time as the construction of ULTIMATE BELLE TERRE LINE B is completed and constructed in accordance ULTIMATE BELLE TERRE LINE B AGREEMENT.

26. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of 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".

27. 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.

28. 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.12.

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

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.26.

11. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.20., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.26., (iv) recordation of all conveyance documents described in Section I.21., (v) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by

DISTRICT and (vi) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

12. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES 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 DRAINAGE 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.26.

### SECTION III

COUNTY shall:

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

2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of Ordinance No. 460 of COUNTY, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by COUNTY and hold said bonds as provided herein. The surety, amount and form of the bonds shall list DISTRICT and COUNTY as obliges, be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The



bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from COUNTY.

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

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

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

9. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, (ii) COUNTY's final inspection of COUNTY FACILITIES, and (iii) COUNTY's sole determination that COUNTY FACILITIES are in a satisfactorily maintained condition.

10. Release occupancy permits in accordance with the approved conditions of Approval for Tract Map No. 37449.

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

3. If DEVELOPER fails to 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 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.15. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. 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, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act

on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) 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 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.

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 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: Contracts Services Section

To COUNTY: COUNTY OF RIVERSIDE

4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Transportation Department  
Plan Check Section

To DEVELOPER: TAYLOR MORRISON OF CALIFORNIA, LLC  
4695 MacArthur Court, 8<sup>th</sup> Floor  
Newport Beach, CA 92660  
Attn: Jared Aronowitz

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. 37449, 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. 37449 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. 37449.

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



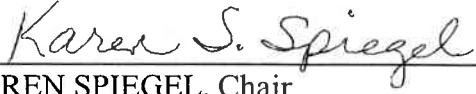
March 29, 2022

(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

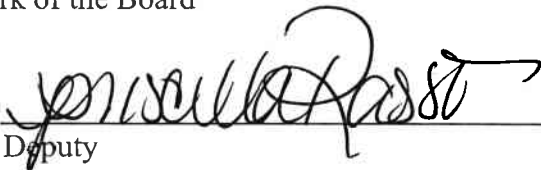
APPROVED AS TO FORM:

ATTEST:

~~GREGORY P. PRIAMOS~~  
County Counsel

KECIA HARPER  
Clerk of the Board

By ~~MICHELLE P. CLACK~~  
~~Chief Deputy County Counsel~~  
Sarah K. Moore  
Deputy County Counsel

By   
Deputy

(SEAL)

Cooperative Agreement:  
Warm Springs Valley – Fields Drive Storm Drain, Stage 2  
Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1  
Project Nos. 7-0-00217 and 7-0-00245  
Tract Map No. 37449  
01/24/22  
RSM:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Mark Lancaster  
MARK LANCASTER  
Director of Transportation

By Jeff Hewitt  
JEFF HEWITT, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

~~GREGORY P. PRIAMOS~~  
County Counsel

KECIA HARPER  
Clerk of the Board

By Steph Nelson  
STEPHANIE K. NELSON  
Deputy County Counsel

By Michelle Russo  
Deputy

(SEAL)

Cooperative Agreement:  
Warm Springs Valley – Fields Drive Storm Drain, Stage 2  
Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1  
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Tract Map No. 37449  
01/24/22  
RSM:blm

TAYLOR MORRISON OF CALIFORNIA,  
a California Limited Liability Company

By Jared Aronowitz  
JARED ARONOWITZ  
Land Project Manager

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Warm Springs Valley – Fields Drive Storm Drain, Stage 2  
Warm Springs Valley – Belle Terre Line B Storm Drain, Stage 1  
Project Nos. 7-0-00217 and 7-0-00245  
Tract Map No. 37449  
01/24/22  
RSM:blm

## 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 Orange )

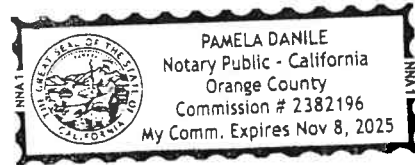
On March 2, 2022 before me, Pamela Danile, Notary Public,  
(insert name and title of the officer)

personally appeared Jared Aronowitz  
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

## SCHEDULE 1

### LEGAL DESCRIPTION

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

#### PARCEL A:

PARCELS 1 THROUGH 8, 10, 14, 18 AND 19 OF PARCEL MAP NO. 37592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 83 THROUGH 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Portion of 472-170-022, 472-170-023, 472-170-024, 472-170-025, 472-170-026, 472-180-033, 472-180-034, 472-180-035, and 472-180-036.

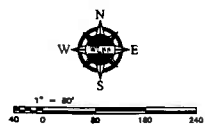
#### PARCEL B:

A PERPETUAL, NONEXCLUSIVE ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, ACROSS AND THROUGH PARCEL 22 OF PARCEL MAP NO. 37592, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 83 THROUGH 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FOR THE BENEFIT OF PARCEL 19 OF SUCH PARCEL MAP.

# EXHIBIT B



NOTE:  
LINE F IS MAINTAINED BY RCTD



WARM SPRINGS VALLEY			
T/M 37448 BELLE TERRE			
COOPERATIVE AGREEMENT			
RCFC&WCD FACILITIES EXHIBIT			
SCALE: 1" = 80'	DATE: 11/20/03	PROJECT: W. S. V. 37448	SHEET: 1 OF 1
DESIGNED: [Signature]	BY: [Signature]	DATE: 11/20/03	BY: [Signature]
CHECKED: [Signature]	DATE: 11/20/03	BY: [Signature]	DATE: 11/20/03
PLN OR REV:			

© 2003 W. S. V. 37448 BELLE TERRE T/M 37448 BELLE TERRE T/M 37448 BELLE TERRE T/M 37448 BELLE TERRE

## 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 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:

## EXHIBIT C

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 \$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 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



## EXHIBIT C

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 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

## EXHIBIT C

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.

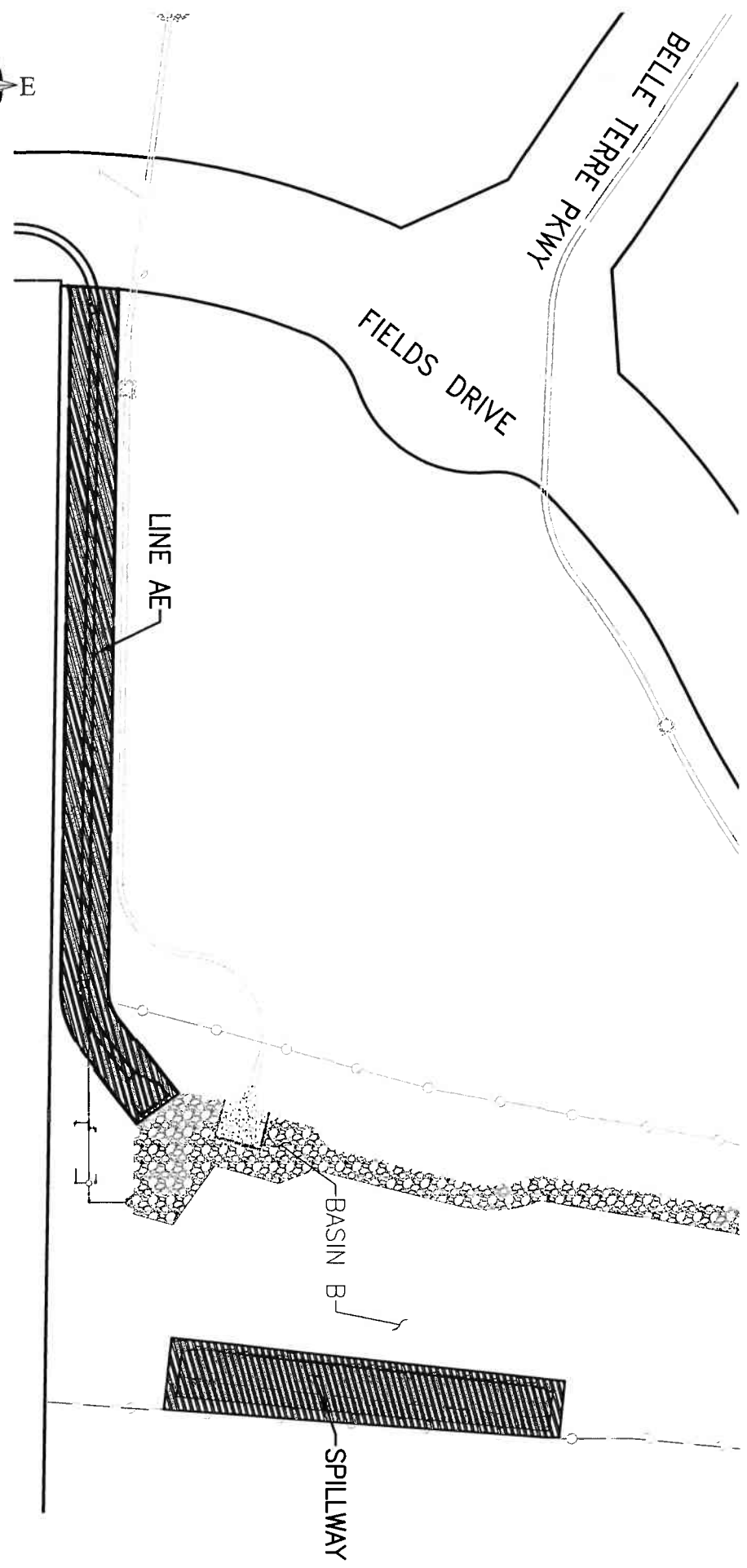
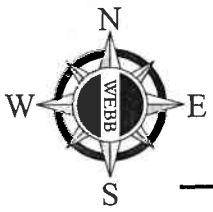


EXHIBIT D

WARM SPRINGS VALLEY TTM 37449 BELLE TERRE

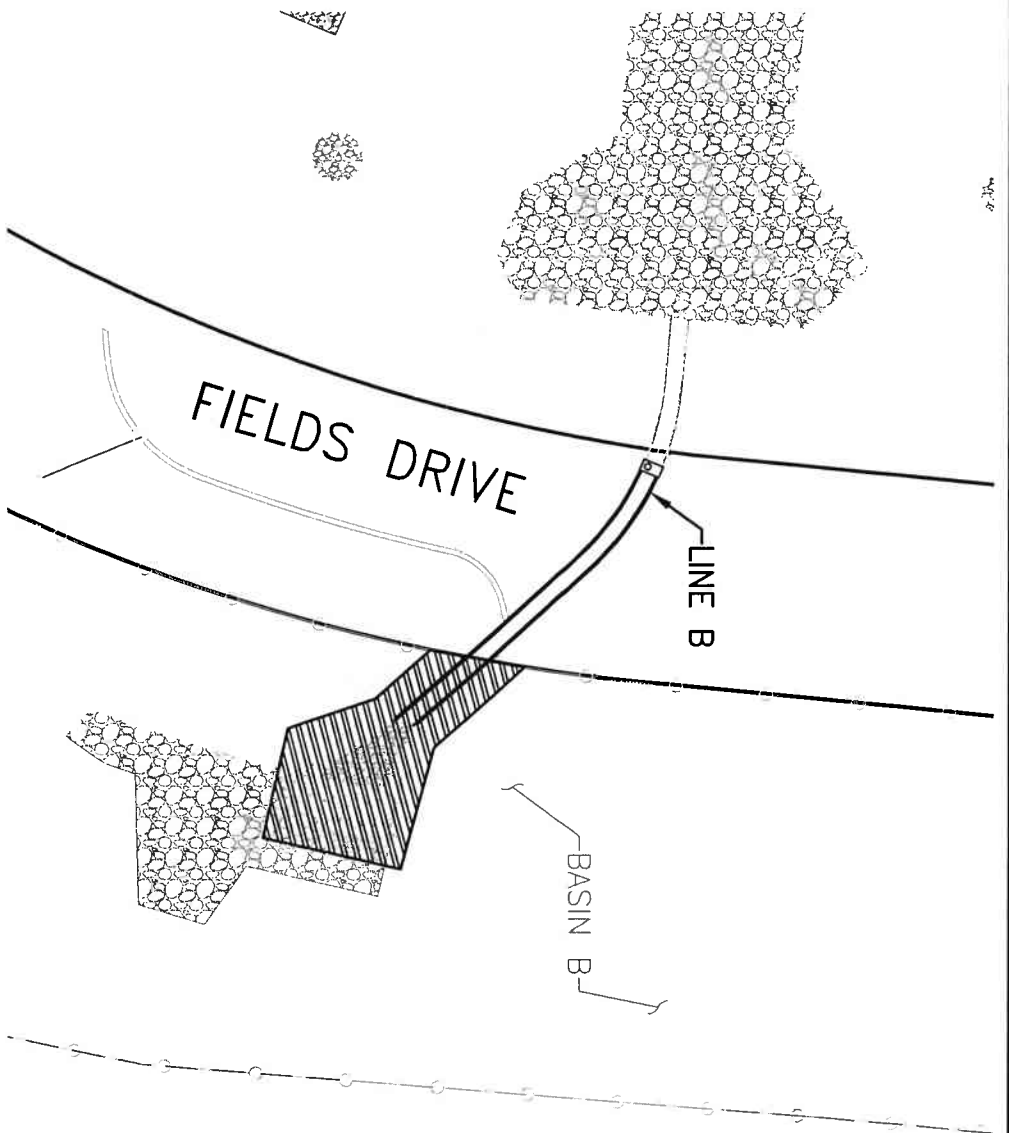
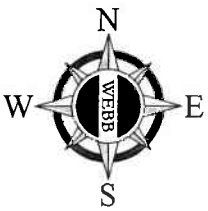
REVISIONS	DATE	BY	DATE	BY

COOPERATIVE AGREEMENT  
 RCFC&WCD RIGHT OF WAY EXHIBIT  
 LINE AE & BASIN B SPILLWAY

SCALE:	1"=60'
DATE:	12-6-21
DESIGNED:	
CHECKED:	
PLN OK REF:	
F.B.	

ALBERT A. WEBB ASSOCIATES  
 ENGINEERING CONSULTANTS  
 3788 MCGRAY STREET  
 RIVERSIDE CA, 92506  
 PH. (951) 686-1070  
 FAX (951) 788-1256

W.O. 2017-0225  
 SHEET  
**1**  
 OF 2 SHEETS



**EXHIBIT D**

WARM SPRINGS VALLEY TTM 37449 BELEE TERRE

REVISIONS	DATE	BY	DATE	BY

COOPERATIVE AGREEMENT  
 RCFC&WCD RIGHT OF WAY EXHIBIT  
 LINE B

SCALE:	1"=40'
DATE:	12-6-21
DESIGNED:	
CHECKED:	
PLN OK REF:	
F.B.	

ALBERT A. WEBB ASSOCIATES  
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 3788 MCGRAY STREET  
 RIVERSIDE CA, 92508  
 PH. (951) 686-1070  
 FAX (951) 789-1256

W.O. 2017-0229 SHEET  
**2**  
 OF 2 SHEETS