

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



ITEM: 11.10  
(ID # 18841)

**MEETING DATE:**

Tuesday, April 26, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Joint Use Agreement Between the Riverside County Flood Control and Water Conservation District and Southern California Edison Company, Assessor's Parcel Number 462-020-039, Valley South Subtransmission Project, Winchester Hills Line C, Project No. 4-0-00585, CEQA Exempt, District 3. [\$0]

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

1. Find that the Joint Use Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Joint Use Agreement between the Riverside County Flood Control and Water Conservation District ("District") and Southern California Edison Company ("Company");
3. Authorize the Chair of the District's Board of Supervisors to execute the Joint Use Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed Joint Use Agreements to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

4/14/2022

Aaron Gettis, Deputy County Counsel

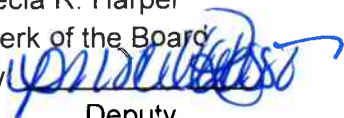
4/18/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt  
Nays: None  
Absent: Washington  
Date: April 26, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<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: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: N/A</b>	

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

**BACKGROUND:**

**Summary**

The District has easement rights for a storm drain channel in, upon, over, under and across certain real property known as Assessor's Parcel Number 462-020-039, recorded as Instrument Numbers 2007-0028081, 2007-028082, 2007-028084, 2007-028086 and 2007-028087. Additionally, pursuant to the approval of County of Riverside Tentative Tract Map 30989, upon the District's acceptance of Winchester Hills Line C, Stage 2 and Line C Detention Basin, the District will accept the District's right of way as referenced in the Cooperative Agreement between the County of Riverside, the District and Ranchos Property, LLC recorded on August 16, 2019 as Instrument Number 2019-0314185.

The Company acquired easements in connection with the Valley South Subtransmission Project for the construction and operation of facilities for the transmission and distribution of electricity in, upon, over, under and across the real property pursuant to the Grant of Easement recorded March 3, 2020 as Instrument Number 2020-0097315.

The Joint Use Agreement ("Agreement") sets forth the terms and conditions by which Company and District agree that both parties will jointly use the property for the operation and maintenance of both parties' facilities in, over, under and/or across the property. The Agreement is necessary to consent to the Company's construction, operation and maintenance of electrical transmission and distribution facilities over, under and/or across the Property. All uses of the Property by either party shall be such as will not unduly interfere with the rights of the other party; uses of the Property by either party which temporarily interfere with the use of the other party will be made only when reasonably necessary and will be terminated as soon as the necessity no longer exists. Each party agrees to notify the other of any significant interference.

County Counsel has approved the Agreement as to legal form.

**Environmental Findings**

The Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant

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

effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement merely sets forth the terms and conditions by which the District and Company will work together to allocate responsibility for performing environmental review and, if a proposal for the facilities is later completed and approved by the District and Company, specifying the allocation of responsibility for ownership, construction, operation and maintenance of the potential facilities as described in the Agreement.

Approval of the Agreement would not authorize any development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment. Prior to any future Project implementation activities, the appropriate environmental document will be prepared and processed pursuant to the legal requirements of CEQA and NEPA (National Environmental Policy Act). Accordingly, because it can be seen with certainty that there is no possibility that the execution of the Agreement in question may have a significant effect on the environment, Section 15061(b)(3) applies.

**Impact on Residents and Businesses**

This Agreement will not cause any impact on residents and/or businesses.

**ATTACHMENTS:**

1. Joint Use Agreement
2. Vicinity Map

YKW:amh  
P8/243219

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      4/19/2022

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768  
ATTN: TITLE & VALUATION

COPY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 462-020-039  
Serial No. 72031A  
Affects SCE DOC. 518363

RP File No. ACQ203543939  
Service Order: 801704628

### JOINT USE AGREEMENT

THIS AGREEMENT, made entered into this 13 day of April, 2022, ("Agreement") by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("Company"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("District"), is made with reference to the following facts:

- A. The District has easement rights for a storm drain facilities and access in, upon, over, under and across certain real property by virtue of the Irrevocable Offer of Dedication recorded as Instrument Numbers 2007-028081, 2007-028082, 2007-028084, 2007-028086 and 2007-028087 in the Unincorporated County of Riverside, State of California ("District's ROW"), attached hereto as **Attachment 1** and incorporated herein. Additionally, pursuant to the County of Riverside conditions of approval for tentative tract map 30989, upon the District's acceptance of Winchester Hills Line C, Stage 2 and Line C Detention Basin, the District will accept District's ROW as referenced in the Cooperative Agreement between County of Riverside, District and Ranchos Property, LLC recorded on June 16, 2019 as Instrument Number 2019-0314185, attached hereto as **Attachment 2** and incorporated herein.
- B. Company has acquired easement(s) in connection with Valley South Subtransmission Project for the construction and operation of facilities for the transmission and distribution of electricity in, upon, over, under, and across the real property pursuant to the Grant of Easement, Serial 71871A, Instrument Number 2020-0097315, recorded March 3, 2020 attached hereto as depicted on **Attachment 3** and incorporated herein ("Company's Easement"). The portion of the Company's Easement that will traverse the District's Easement shall be referenced to in this Agreement as the "Property"; and
- C. The District and Company desire the joint use of the Property for the operation and maintenance of both parties' facilities in, over, under, and/or across the Property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

The District hereby consents to Company's construction, operation and maintenance of electrical transmission and distribution facilities over, under and/or across the Property subject to the following:

- a) In the event that the future use or alteration of the Property by the Company shall at any time or times necessitate a rearrangement, relocation or reconstruction of the District's

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JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The Riverside County Flood Control  
and Water Conservation District  
Serial No. 72031A  
Project: Valley South Subtransmission Project

improvements on the Property, or the acquisition of additional property easements, or both, the same shall be performed by the District, or by any other party with the consent of the District, at the Company's sole cost and expense; the Company shall make reasonable provisions in cooperation with the District so that the District's customers served by improvements impacted by such future use or alteration continue to receive service. During any construction, reconstruction, repair or excavation by the Company or its agents, the Company will be responsible for protecting the District's existing improvements. Company shall indemnify and hold harmless the District from any liability, claim, damage, proceeding or action based upon, or arising out of, any future use or alteration of the Property by Company that necessitates rearrangement, relocation or reconstruction of the District's improvements on the Property, or the acquisition of additional property easements, or both.

- b) In the event that the future use or alteration of the Property by the District shall at any time or times necessitate a rearrangement, relocation or reconstruction of the Company's facilities on the Property or the acquisition of additional property easements, or both, the same shall be performed by the Company, or by any other party with the consent of the Company, at the District's sole cost and expense; the District shall make reasonable provisions in cooperation with Company so that Company's customers served by facilities impacted by such future use or alteration continue to receive service. During any construction, reconstruction, repair or excavation by the District or its agents, the District will be responsible for protecting Company's existing facilities. District shall indemnify and hold harmless the Company from any liability, claim, damage, proceeding or action based upon, or arising out of, any future use or alteration of the Property by District that necessitates rearrangement, relocation or reconstruction of the Company's improvements on the Property, or the acquisition of additional property easements, or both.
- c) Company and the District agree that both parties will jointly use the Property pursuant to Code of Civil Procedure section 1240.5130. All uses of the Property by either party shall be such as will not unduly interfere with the rights of the other party; uses of the Property by either party which temporarily interfere with the use of the other party will be made only when reasonably necessary and will be terminated as soon as the necessity no longer exists. Each party agrees to notify the other of any significant interference.
- d) District and Company shall each notify the other in writing 60 days prior to any planned upgrade being performed on the facilities within the Property.
- e) Each party retains the right to review and approve the specific locations of all facilities within the Property and improvements on the Property to avoid conflicts with existing and future uses of the Property. Such approvals shall be granted by a "Letter of Consent for Additional Improvements" and those approvals shall not be unreasonably, conditioned or withheld.
- f) Grantee's facilities shall be installed a minimum of 50 feet above the ground.
- g) Except as expressly herein set forth, this Agreement shall not in any way alter, modify or terminate any of the District's or the Company's prior rights in the Property, including, but not limited to, any rights stemming from the Irrevocable Offer of Dedication (Instrument Nos. 2007-028081, 2007-028082, 2007-028084, 2007-028086 and 2007-028087), the Grant of Easement, or the Cooperative Agreement included as Attachments 1, 2 & 3, respectively, to the Agreement.

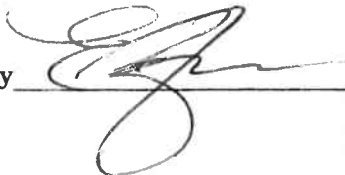
**JOINT USE AGREEMENT**

S.C.E. Co., a corp., to  
The Riverside County Flood Control  
and Water Conservation District  
Serial No. 72031A  
Project: Valley South Subtransmission Project

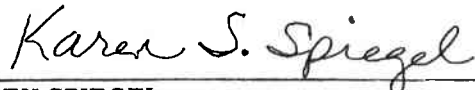
- h) Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in or on the Property, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.
- i) This agreement shall inure to the benefit of and be binding upon the Company and the District and their respective successors and assigns.
- j) In the event Company acquires Company's Easement through court proceedings (i.e., an eminent domain action), Company shall request the Court to incorporate the terms of the Agreement in any Final Order of Condemnation in such proceedings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers at the date set forth above.

**SOUTHERN CALIFORNIA EDISON COMPANY,**  
a corporation

By   
 Elizabeth Zelaya  
 Land Acquisition  
 Major Projects  
 Land and  
 Vegetation Management

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

By:   
**KAREN SPIEGEL,**  
 Chairman  
 Board of Supervisors

Date: APR 26 2022

FORM APPROVED COUNTY COUNSEL  
 BY:  4/18/2022  
 WESLEY W. STANFIELD DATE

ATTEST:  
 KECIA R. HARPER, Clerk  
 By   
 DEPUTY



JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The Riverside County Flood Control  
and Water Conservation District  
Serial No. 72031A  
Project: Valley South Subtransmission Project

STATE OF CALIFORNIA )  
  )ss  
COUNTY OF RIVERSIDE )

On April 26, 2022, before me, Priscilla Russo, Board Assistant, personally appeared Karen Spiegel, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

By: Priscilla Russo  
Deputy

(Seal)

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The Riverside County Flood Control  
and Water Conservation District  
Serial No. 72031A  
Project: Valley South Subtransmission Project

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.

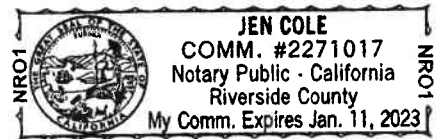
State of California )  
County of San Bernardino

On 13 April 2022 before me, Jen Cole, a Notary Public, personally appeared Elizabeth Zelaya, 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 Jen Cole





**Attachment "1"**

ATTACHEMENT 1

DOC # 2007-0028081

01/12/2007 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



CONSENT TO RECORD (GOV. CODE 7050)

THIS IS TO CERTIFY that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on 08/25/06 as Instrument No. 2006-0630305

AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL,  
1995 MARKET STREET, RIVERSIDE, CA 92501

NO FEE (GOV. CODE 6103)

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Winchester Line C CFD  
Tract No. 30989  
Project No. 4-0-0585  
SD Grand Ave



IRREVOCABLE OFFER OF DEDICATION

GRAND 62 PROPERTIES, LLC, a California limited liability company, hereby Irrevocably Dedicates in Perpetuity to the County of Riverside, on behalf of Riverside County Flood Control and Water Conservation District, a flood control easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, drainage purposes, and all appurtenant works including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibits "A" and "B" and made a part hereof.

GRAND 62 PROPERTIES, LLC,  
a California limited liability company:

Dated: JANUARY 13, 2006

By: [Signature]  
(signature)

GORDON D. YOUNG  
(print)

Title: MANAGER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Notary)

ACKNOWLEDGMENT

State of California

} ss.

County of Orange

On January 13, 2006, before me

Shari Lawrence, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gordon D Youde,  
Name(s) of Signer (s)

personally known to me  
 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.

WITNESS my hand and official seal



Shari Lawrence  
Signature of Notary Public

Place Notary Seal Above



ATTACHEMENT 1

EXHIBIT "A"

STORM DRAIN EASEMENT  
ACROSS FUTURE GRAND AVENUE  
LINE "C" WINCHESTER C.F.D.

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF LOT 4 IN SUBDIVISION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1 PAGE 11 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF GRAND AVENUE AND LEON ROAD;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 29 AND SAID CENTERLINE OF GRAND AVENUE NORTH  $89^{\circ}47'56''$  EAST, 619.66 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND SAID CENTERLINE SOUTH  $00^{\circ}12'04''$  EAST, 28.73 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1530.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $02^{\circ}32'08''$  EAST, SAID CURVE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF REALIGNED GRAND AVENUE, SAID REALIGNMENT BEING SHOWN ON RECORD OF SURVEY, FILED IN BOOK 99, PAGE 57 THROUGH 60, INCLUSIVE OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE AN ARC DISTANCE OF 64.61 FEET THROUGH A CENTRAL ANGLE OF  $02^{\circ}25'10''$ ;

THENCE LEAVING SAID RIGHT OF WAY LINE, ON A NON-TANGENT BEARING, SOUTH  $48^{\circ}00'07''$  WEST, 145.78 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1622.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $00^{\circ}50'28''$  EAST;

THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 18.12 FEET THROUGH A CENTRAL ANGLE OF  $00^{\circ}38'24''$ ;

THENCE TANGENT TO SAID CURVE SOUTH  $89^{\circ}47'56''$  WEST, 42.01 FEET;

THENCE NORTH  $48^{\circ}00'07''$  EAST, 139.94 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



W. J. MCKEEVER  
CIVIL ENGINEERING

*Larry L. Walker* 12/28/06  
LARRY L. WALKER LS 4463  
LICENSE EXPIRES 9-30-07



2007-0020081  
01 12/2007 05 00A  
3 of 4



ATTACHMENT 1

P.O.C.  
NW COR.  
SEC. 29

T.P.O.B

GRAND AVE

S 02°32'08"E (R)

S 00°50'28"E (R)  
LOT 4

SECTION 29  
T5S, R2W, S.B.M.  
RS 1/11

STORM DRAIN  
DETENTION BASIN

LEON ROAD

A.T. & S.F. R.R.

LINE DATA

○	DELTA\BEARING	RADIUS	LENGTH
1	N 89°47'56"E		619.66
2	N 00°12'04"W		28.73
3	02°25'10"	1530.00	64.61
4	N 48°00'07"E		145.78
5	00°38'24"	1622.00	18.12
6	N 89°47'56"E		42.01
7	N 48°00'07"E		139.94



LEGEND:

- INDICATES FUTURE RIGHT OF WAY
- INDICATES EASEMENT AREA

SCALE 1"=200'



EXHIBIT "B"

STORM DRAIN EASEMENT  
ACROSS FUTURE GRAND AVENUE  
LINE "C" WINCHESTER C.F.D.

RIVERSIDE COUNTY



W.J. McKEEVER, INC.

CIVIL ENGINEERING

647 NORTH MAIN STREET, SUITE 2A  
RIVERSIDE, CALIFORNIA 92501

PH: (951) 541-8700  
FAX: (951) 541-8740

LARRY L. WALKER

L.S. 4463

DATE 12/5/06

ATTACHEMENT 1

DOC # 2007-0028082

01/12/2007 08:00A Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



CONSENT TO RECORD (GOV. CODE 7050)

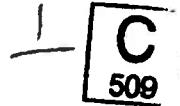
THIS IS TO CERTIFY that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on 07/20/2006 as Instrument No. 2006-0632061

AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501

NO FEE (GOV. CODE 6103)

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Winchester Line C CFD  
Tract No. 30989  
Project No. 4-0-0585  
APNs 462-020-039 & 049



IRREVOCABLE OFFER OF DEDICATION

GRAND 62 PROPERTIES, LLC, a California limited liability company, hereby Irrevocably Dedicates in Perpetuity to the County of Riverside, on behalf of Riverside County Flood Control and Water Conservation District, a flood control easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, drainage purposes, and all appurtenant works including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibits "A" and "B" and made a part hereof.

GRAND 62 PROPERTIES, LLC,  
a California limited liability company:

Dated: January 13, 2006

By: [Signature]  
(signature)

GORDON D. YOWDE  
(print)

Title: Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Notary)

ACKNOWLEDGMENT

State of California

} ss.

County of Orange

On January 13, 2006, before me Shari Lawrence, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gordon D. Youde,  
Name(s) of Signer (s)

- personally known to me
- 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.

WITNESS my hand and official seal



Shari Lawrence  
Signature of Notary Public

Place Notary Seal Above



**EXHIBIT "A"**

**STORM DRAIN EASEMENT**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF LOTS 3 AND 4 IN SUBDIVISION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1 PAGE 11 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

**PARCEL 1 (ACCESS ROAD)**

A STRIP OF LAND 15.00 FEET WIDE, LYING 15.00 FEET NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF GRAND AVENUE AND LEON ROAD.

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 29 AND SAID CENTERLINE OF LEON ROAD SOUTH 00°07'27" EAST, 713.62 FEET;

THENCE LEAVING SAID WESTERLY LINE AND SAID CENTERLINE NORTH 89°52'33" EAST, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID LEON ROAD AND THE NORTHEASTERLY RIGHT OF WAY OF THE A.T. AND S.F. RAILROAD (60' WIDE), SAID NORTHEASTERLY RIGHT OF WAY BEING A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5178.79 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 26°36'44" WEST;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY AND SAID CURVE AN ARC DISTANCE OF 645.41 FEET THROUGH A CENTRAL ANGLE OF 07°08'26" TO THE TRUE POINT OF BEGINNING, A RADIAL LINE TO SAID POINT BEARS SOUTH 19°28'17";

THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY AND SAID CURVE AN ARC DISTANCE OF 552.92 FEET THROUGH A CENTRAL ANGLE OF 06°07'02" TO A POINT HEREINAFTER REFERRED TO AS POINT "A", A RADIAL LINE TO SAID POINT BEARS SOUTH 13°21'15" WEST;

THENCE EASTERLY, CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 98.30 FEET THROUGH A CENTRAL ANGLE OF 01°05'15" TO A POINT HEREINAFTER REFERRED TO AS POINT "B", A RADIAL LINE TO SAID POINT BEARS SOUTH 12°16'00" WEST;

THE NORTHERLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO INTERSECT A LINE PASSING THROUGH THE TRUE POINT OF BEGINNING WHICH IS PARALLEL WITH SAID EASTERLY RIGHT OF WAY OF LEON ROAD AND ALSO INTERSECT THE WESTERLY LINE OF THE HEREINAFTER DESCRIBED PARCEL 3;



2007-0020002  
01/12/2007 09:09A  
3 of 5



**PARCEL 2 (TURNAROUND)**

**COMMENCING AT THE HEREINABOVE MENTIONED POINT "A";**

**THENCE NORTH 13°21'15" EAST, 15.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5163.79 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°21'15" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING;**

**THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 48.02 FEET THROUGH A CENTRAL ANGLE OF 00°31'58"**

**THENCE, ON A NON-TANGENT BEARING, NORTH 04°56'52" WEST, 42.02 FEET;**

**THENCE NORTH 76°54'44" WEST, 22.00 FEET;**

**THENCE SOUTH 31°06'38" WEST, 42.02 FEET TO THE TRUE POINT OF BEGINNING.**

**PARCEL 3 (PIPE EASEMENT)**

**BEGINNING AT THE HEREINABOVE MENTIONED POINT "B", SAID POINT BEING ON SAID HEREINABOVE MENTIONED NORTHEASTERLY RIGHT OF WAY AND SAID 5178.79 FOOT RADIUS CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 12°16'00" WEST;**

**THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE AN ARC DISTANCE OF 276.99 FEET THROUGH A CENTRAL ANGLE OF 03°03'52";**

**THENCE LEAVING SAID RIGHT OF WAY, ON A RADIAL BEARING, NORTH 09°12'08" EAST 128.00 FEET;**

**THENCE NORTH 79°15'56" WEST, 270.12 FEET;**

**THENCE, SOUTH 12°16'00 WEST, 128.00 FEET TO THE TRUE POINT OF BEGINNING.**

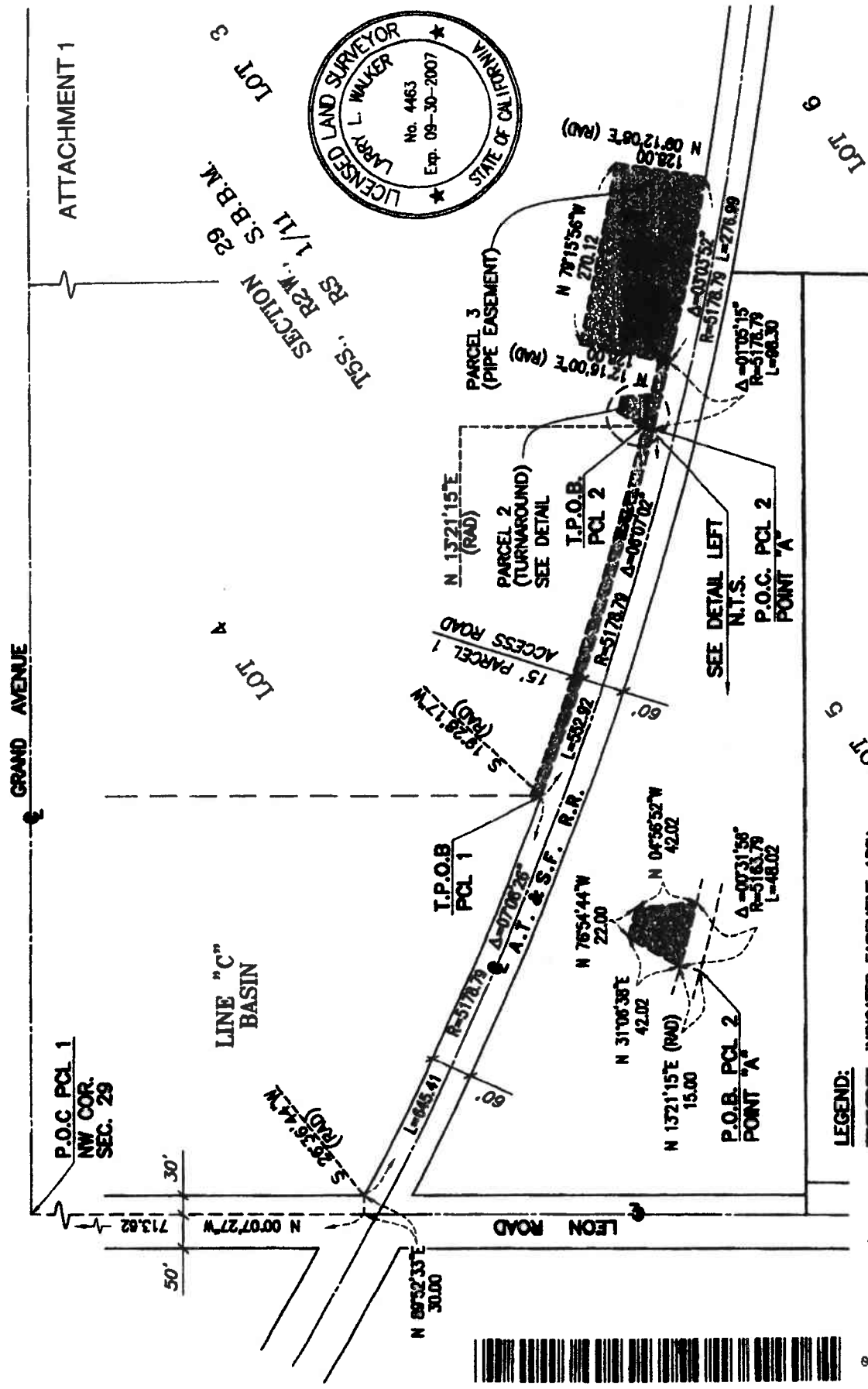
**THE HEREINABOVE DESCRIBED PARCELS ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

PREPARED BY W. J. MCKEEVER, INC.  
CIVIL ENGINEERING



*Larry L. Walker* 12/5/06  
LARRY L. WALKER LS4483  
LICENSE EXPIRES 9-30-07





**W.J. MCKEEVER, INC.**  
 CIVIL ENGINEERING  
 647 NORTH MAIN STREET, SUITE 2A  
 RIVERSIDE, CALIFORNIA 92501  
 (951) 541-5700  
 (951) 541-5749  
 FAX (951) 541-5749  
 LARRY L. WALKER, P.E. 12/5/06

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**EXHIBIT "B"**  
**STORM DRAIN EASEMENT WINCHESTER AREA IN THE COUNTY OF RIVERSIDE**

SCALE 1" = 200'  
 0 100 200 400

2007-0920002  
 01/12/2007 09:09A  
 5 of 5



ATTACHEMENT 1

DOC # 2007-0028084

01/12/2007 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



CONSENT TO RECORD (GOV. CODE 7050)

THIS IS TO CERTIFY that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on 08/25/06 as Instrument No. 2006-0630305

AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501

NO FEE (GOV. CODE 6103)

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			465	426	PCOR	NCOR	SMF (NCHG)		EXAM

Winchester Line C CFD  
Tract No. 30989  
Project No. 4-0-0585  
APNs 462-020-039  
Basin Access

C  
509

IRREVOCABLE OFFER OF DEDICATION

GRAND 62 PROPERTIES, LLC, a California limited liability company, hereby Irrevocably Dedicates in Perpetuity to the County of Riverside, on behalf of Riverside County Flood Control and Water Conservation District, a flood control easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, drainage purposes, and all appurtenant works including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibits "A" and "B" and made a part hereof.

GRAND 62 PROPERTIES, LLC,  
a California limited liability company:

Dated: January 13, 2006

By: [Signature]  
(signature)

GORDON D. YOUNG  
(print)

Title: Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Notary)

ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On January 13, 2006, before me Shari Lawrence, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gordon D. Youde,  
Name(s) of Signer (s)

personally known to me  
 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.

WITNESS my hand and official seal



Shari Lawrence  
Signature of Notary Public

Place Notary Seal Above

ATTACHEMENT 1



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: SHARI LAWRENCE

Commission #: 1587110

Place of Execution: ORANGE, CALIFORNIA

Date Commission Expires: JUN. 13, 2009

Date: 1/12/07

Signature: [Handwritten Signature]

Print Name: AMI URISTA



2007-0020004  
01/12/2007 08:00A  
3 of 6

ATTACHEMENT 1

EXHIBIT "A"

STORM DRAIN EASEMENT  
DETENTION BASIN  
LINE "C" WINCHESTER C.F.D.

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF LOT 4 IN SUBDIVISION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1 PAGE 11 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF GRAND AVENUE AND LEON ROAD;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 29 AND SAID CENTERLINE OF LEON ROAD SOUTH  $00^{\circ}07'27''$  EAST 122.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND SAID CENTERLINE NORTH  $89^{\circ}47'56''$  EAST, 105.96 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 122.00 FEET SOUTHERLY OF SAID CENTERLINE OF GRAND AVENUE, SAID CENTERLINE ALSO BEING THE NORTH LINE OF SAID SECTION 29, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE, CONTINUING NORTH  $89^{\circ}47'56''$  EAST, 451.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1622.00 FEET:

THENCE LEAVING SAID PARALLEL LINE, EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 65.51 FEET THROUGH A CENTRAL ANGLE OF  $02^{\circ}18'51''$ ;

THENCE, ON A NON-TANGENT BEARING, SOUTH  $00^{\circ}07'27''$  EAST, 847.52 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5178.79 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $19^{\circ}27'17''$  WEST, SAID CURVE BEING THE NORTHERLY RIGHT OF WAY OF THE A.T. AND S.F. RAILROAD (60' WIDE);

THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 607.43 FEET THROUGH A CENTRAL ANGLE OF  $06^{\circ}43'13''$  TO A LINE PARALLEL WITH AND DISTANT 64.00 FEET EASTERLY OF SAID CENTERLINE OF LEON ROAD, SAID CENTERLINE ALSO BEING THE WEST LINE OF SAID SECTION 29;



2007-0828084  
01/12/2007 08:08A  
4 of 6

ATTACHEMENT 1

THENCE ALONG SAID PARALLEL LINE, ON A NON-TANGENT BEARING, NORTH 00°07'27" WEST, 85.73 FEET;

THENCE NORTH 02°03'56" EAST, 340.25 FEET TO A LINE PARALLEL WITH AND DISTANT 77.00 FEET EASTERLY OF SAID CENTERLINE OF LEON ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 00°07'27" WEST, 154.00 FEET;

THENCE LEAVING SAID PARALLEL LINE NORTH 44°50'14" EAST, 40.98 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCELS ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

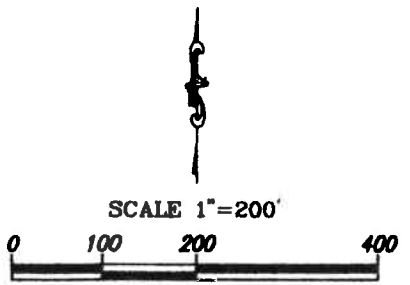
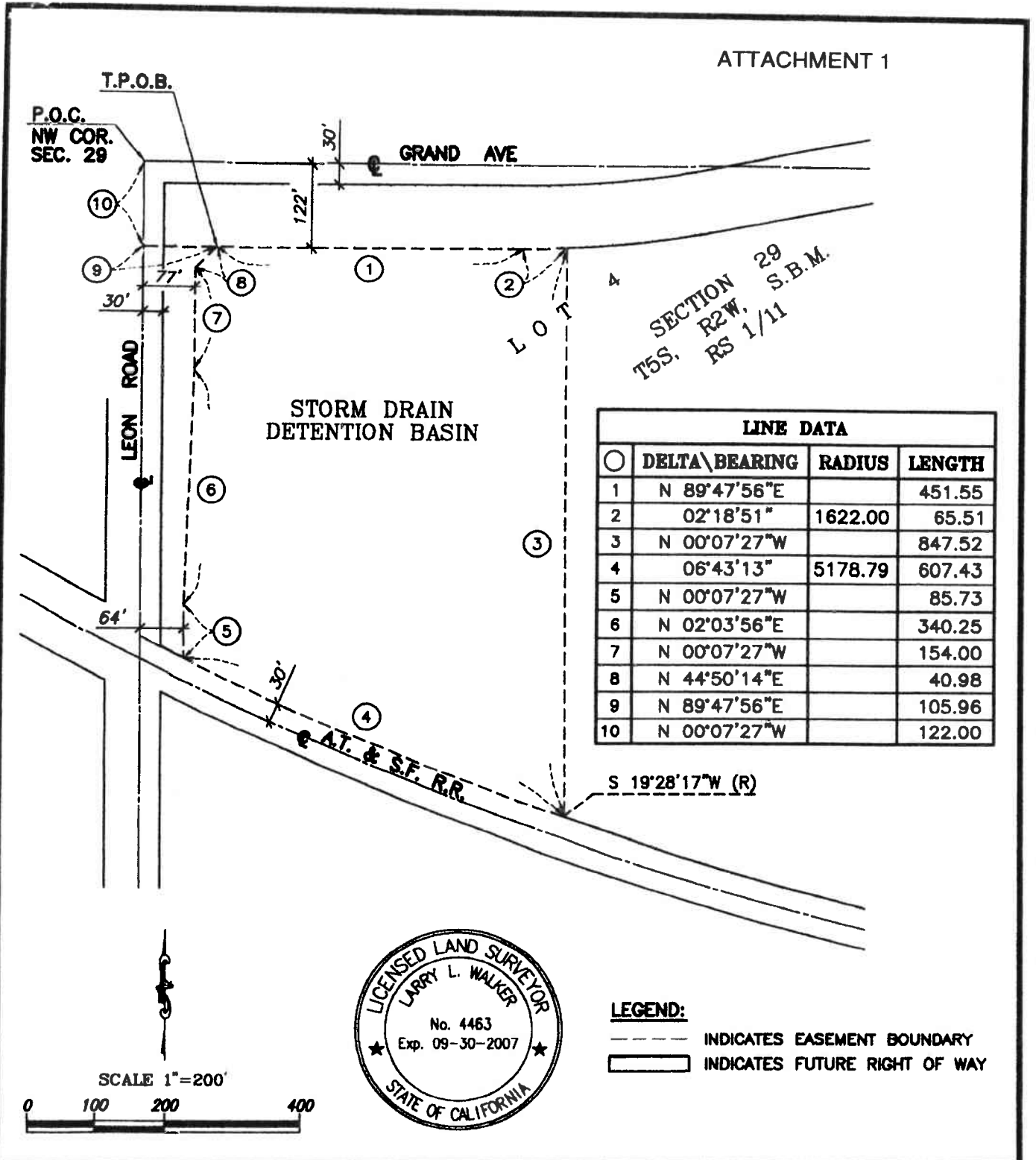
PREPARED BY  
W. J. MCKEEVER, INC.  
CIVIL ENGINEERING



*Larry L. Walker* 12/28/06  
LARRY L. WALKER LS 4463  
LICENSE EXPIRES 9-30-07



2007-0020084  
01.12.2007 08:00A  
5 of 6



**LEGEND:**  
 - - - - - INDICATES EASEMENT BOUNDARY  
 \_\_\_\_\_ INDICATES FUTURE RIGHT OF WAY

**EXHIBIT "B"**  
 STORM DRAIN EASEMENT  
 DETENTION BASIN  
 LINE "C" WINCHESTER C.F.D.  
 RIVERSIDE COUNTY

**W.J. McKEEVER, INC.**  
 CIVIL ENGINEERING  
 647 NORTH MAIN STREET, SUITE 2A  
 RIVERSIDE, CALIFORNIA 92501  
 PH: (951) 841-8700  
 FAX: (951) 841-8740  
 LARRY L. WALKER L.S. 4463 DATE 12/28/06



ATTACHEMENT 1

DOC # 2007-0028086

01/12/2007 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



CONSENT TO RECORD (GOV. CODE 7050)

THIS IS TO CERTIFY that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on 08/25/06 as Instrument No. 2006-0630305

AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501

NO FEE (GOV. CODE 6103)

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Winchester Line C CFD  
Tract No. 30989  
Project No. 4-0-0585  
APNs 462-020-039  
Basin Driveway



IRREVOCABLE OFFER OF DEDICATION

GRAND 62 PROPERTIES, LLC, a California limited liability company, hereby Irrevocably Dedicates in Perpetuity to the County of Riverside, on behalf of Riverside County Flood Control and Water Conservation District, an access easement for flood control maintenance purposes, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

GRAND 62 PROPERTIES, LLC,  
a California limited liability company:

Dated: May 7, 2006

By: [Signature]  
(signature)

GORDON D. YOUNG  
(print)

Title: MANAGER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Notary)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

ATTACHEMENT 1

No. 5907

State of California  
County of Riverside

On May 8, 2006 before me, Melanie Wolfe, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Spedon Youde  
NAME(S) OF SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Melanie Wolfe  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

2007-0828895  
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999.999

ATTACHEMENT 1

EXHIBIT "A"

BASIN ACCESS EASEMENT  
ACROSS FUTURE LEON ROAD  
LINE "C" WINCHESTER C.F.D.

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF LOT 4 IN SUBDIVISION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1 PAGE 11 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF GRAND AVENUE AND LEON ROAD;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 29 AND SAID CENTERLINE OF LEON ROAD SOUTH  $00^{\circ}07'27''$  EAST, 713.62 FEET;

THENCE LEAVING SAID WESTERLY LINE AND SAID CENTERLINE NORTH  $89^{\circ}52'33''$  EAST, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID LEON ROAD, AND THE NORTHEASTERLY RIGHT OF WAY OF THE A.T. AND S.F. RAILROAD (60' WIDE), SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, SAID NORTHEASTERLY RIGHT OF WAY BEING A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5178.79 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH  $26^{\circ}36'44''$  WEST;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY AND SAID CURVE AN ARC DISTANCE OF 38.01 FEET THROUGH A CENTRAL ANGLE OF  $00^{\circ}25'14''$ ;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY ON A NON-TANGENT BEARING, NORTH  $00^{\circ}07'27''$  WEST, 60.97 FEET;

THENCE SOUTH  $89^{\circ}52'33''$  WEST, 34.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF LEON ROAD;

THENCE ALONG SAID EASTERLY LINE SOUTH  $00^{\circ}07'27''$  EAST, 44.00 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY W. J. MCKEEVER, INC.  
CIVIL ENGINEERING



*Larry L. Walker*  
LARRY L. WALKER L.S. 4463  
LICENSE EXPIRES 09-30-07

4/10/06



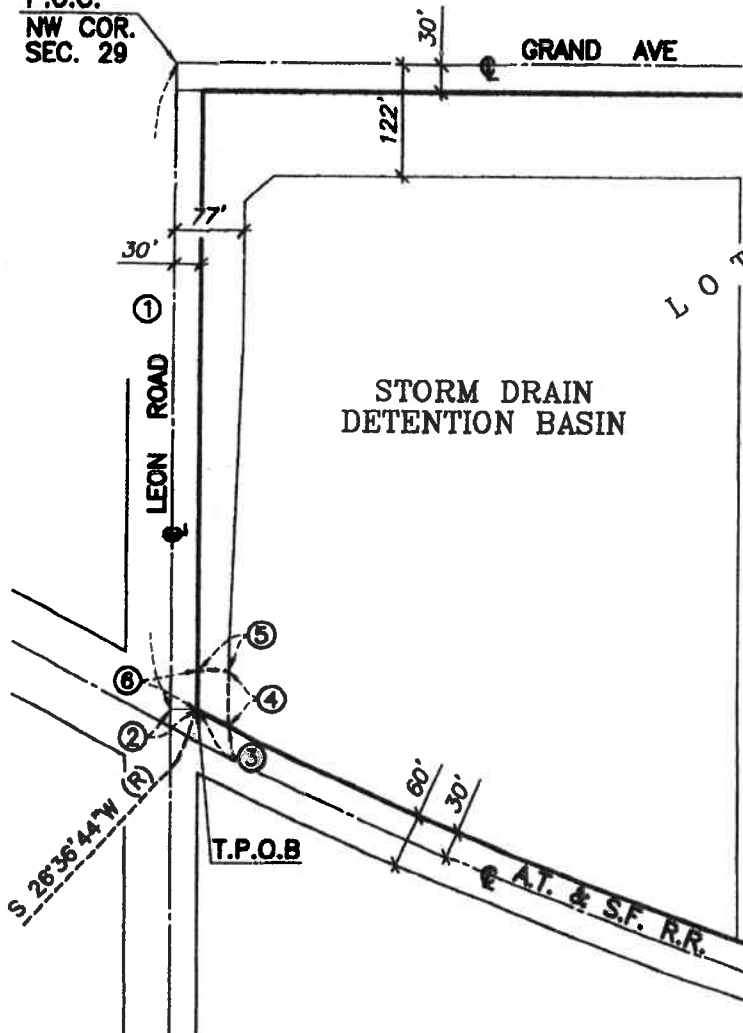
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3 of 4



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 4 of 4

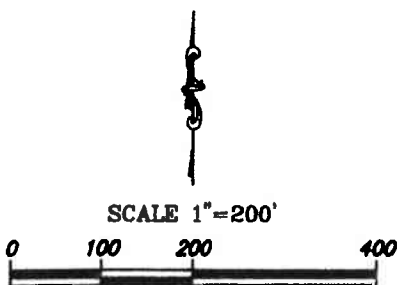
ATTACHMENT 1

P.O.C.  
 NW COR.  
 SEC. 29



SECTION 29  
 T5S, R2W, S.B.M.  
 RS 1/11

LINE DATA			
○	DELTA\BEARING	RADIUS	LENGTH
1	N 00°07'27"W		713.62
2	N 89°52'33"E		30.00
3	00°25'14"	5178.79	38.01
4	N 00°07'27"W		60.97
5	N 89°52'33"E		34.00
6	N 00°07'27"W		44.00



**LEGEND:**

- INDICATES FUTURE RIGHT OF WAY
- INDICATES EASEMENT AREA

RIVERSIDE COUNTY FLOOD CONTROL AND  
 WATER CONSERVATION DISTRICT  
 EXHIBIT "B"  
 BASIN ACCESS EASEMENT ACROSS FUTURE  
 LEON ROAD LINE "C" WINCHESTER C.F.D.  
 RIVERSIDE COUNTY

**W.J. McKEEVER, INC.**  
 CIVIL ENGINEERING  
 647 NORTH MAIN STREET, SUITE 2A  
 RIVERSIDE, CALIFORNIA 92501  
 TEL. (951) 841-8700  
 FAX (951) 841-8740  
 LARRY L. WALKER L.S. 4463 12/5/06 DATE

ATTACHEMENT 1  
DOC # 2007-0028087  
01/12/2007 08:00A Fee:NC

Page 1 of 4  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder



**CONSENT TO RECORD (GOV. CODE 7050)**

THIS IS TO CERTIFY that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on 08/25/06 as Instrument No. 2006-0630305

**AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501**

**NO FEE (GOV. CODE 6103)**

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			465	426	PCOR	NCOR	SMF	NCHG	EXAM
									509

Winchester Line C CFD  
Tract No. 30989  
Project No. 4-0-0580 ✓  
SD Leon Rd

1  
**C**  
509

**IRREVOCABLE OFFER OF DEDICATION**

**GRAND 62 PROPERTIES, LLC, a California limited liability company,** hereby Irrevocably Dedicates in Perpetuity to the County of Riverside, on behalf of Riverside County Flood Control and Water Conservation District, a flood control easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, drainage purposes, and all appurtenant works including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibits "A" and "B" and made a part hereof.

**GRAND 62 PROPERTIES, LLC,  
a California limited liability company:**

Dated: JANUARY 13, 2006

By: [Signature]  
(signature)

Gregory D. YooDE  
(print) YooDE

Title: Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print)

Title: \_\_\_\_\_

(Notary)

ACKNOWLEDGMENT

State of California

} ss.

County of Orange

On January 13, 2006, before me Shari Lawrence, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gordon D. Youde,  
Name(s) of Signer (s)

personally known to me  
 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.



WITNESS my hand and official seal

Shari Lawrence  
Signature of Notary Public

Place Notary Seal Above



ATTACHEMENT 1

EXHIBIT "A"

STORM DRAIN EASEMENT  
ACROSS FUTURE LEON ROAD  
LINE "C" WINCHESTER C.F.D.

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF LOT 4 IN SUBDIVISION OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1 PAGE 11 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF GRAND AVENUE AND LEON ROAD;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 29 AND SAID CENTERLINE OF LEON ROAD SOUTH  $00^{\circ}07'27''$  EAST, 602.73 FEET;

THENCE LEAVING SAID WESTERLY LINE AND SAID CENTERLINE NORTH  $89^{\circ}52'33''$  EAST, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID LEON ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 91.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH  $25^{\circ}30'04''$  WEST;

THENCE LEAVING SAID RIGHT OF WAY LINE, EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 37.25 FEET THROUGH A CENTRAL ANGLE OF  $23^{\circ}27'10''$ ;

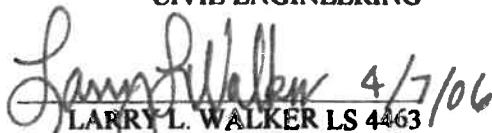
THENCE, ON A NON-TANGENT BEARING, SOUTH  $02^{\circ}03'56''$  WEST, 32.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 59.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $04^{\circ}17'13''$  WEST;

THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 38.32 FEET THROUGH A CENTRAL ANGLE OF  $37^{\circ}12'53''$  TO SAID RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE, ON A NON-TANGENT BEARING, NORTH  $00^{\circ}07'27''$  WEST, 37.95 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY W. J. MCKEEVER, INC.  
CIVIL ENGINEERING

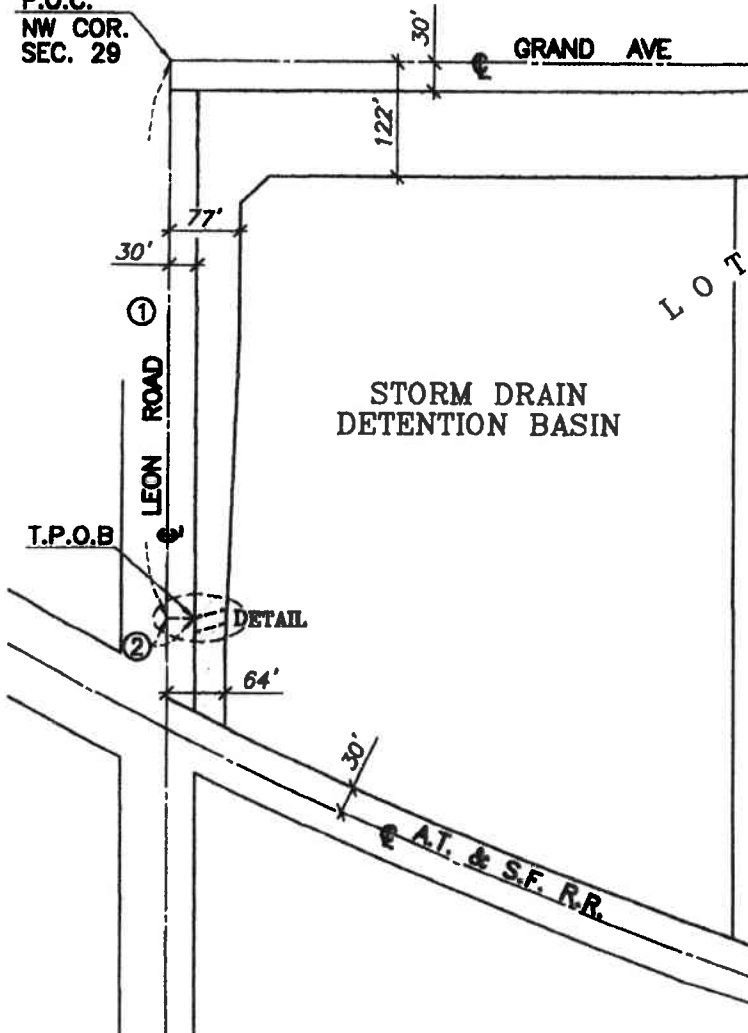
  
LARRY L. WALKER LS 4463  
LICENSE EXPIRES 9-30-07





ATTACHMENT 1

P.O.C.  
NW COR.  
SEC. 29

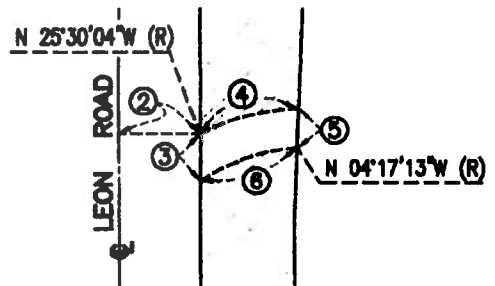


SECTION 29  
T5S, R2W, S.B.M.  
RS 1/11

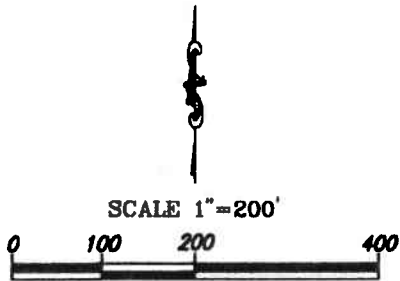
LINE DATA			
○	DELTA \ BEARING	RADIUS	LENGTH
1	N 00°07'27"W		602.73
2	N 89°52'33"E		30.00
3	N 00°07'27"W		37.95
4	23°27'10"	91.00	37.25
5	N 02°03'56"E		32.13
6	37°12'53"	59.00	38.32

T.P.O.B

DETAIL



DETAIL  
N.T.S.



LEGEND:

- INDICATES FUTURE RIGHT OF WAY
- INDICATES EASEMENT AREA

EXHIBIT "B"

STORM DRAIN EASEMENT  
ACROSS FUTURE LEON ROAD  
LINE "C" WINCHESTER C.F.D.

RIVERSIDE COUNTY



W.J. McKEEVER, INC.

CIVIL ENGINEERING

647 NORTH MAIN STREET, SUITE 2A  
RIVERSIDE, CALIFORNIA 92501

TEL: (951) 341-3700  
FAX: (951) 341-8740

LARRY L. WALKER

L.S. 4463

DATE



**Attachment "2"**

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

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

**FREE RECORDING**

This instrument is for the benefit of the Riverside County  
Flood Control and Water Conservation District and should  
Be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET  
RIVERSIDE, CA 92501-1770**

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**2019-0314185**

08/16/2019 12:01 PM Fee: \$ 0.00

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Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



001

THIS SPACE FOR RECORDER'S USE ONLY

**COOPERATIVE AGREEMENT**

Title of Document

**PROJECT:** Winchester Hills – Line C, Stage 2  
Winchester Hills Line C Detention Basin

**PROJECT NO.:** 4-0-00580 and 4-0-00585

**DEVELOPER:** Ranchos Property, LLC

**SUBDIVISION:** Tract Map No. 34677

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

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COOPERATIVE AGREEMENT  
 Winchester Hills - Line C, Stage 2  
 Winchester Hills Line C Detention Basin  
 Project Nos. 4-0-00580 and 4-0-00585  
 Tract No. 34677

This Cooperative Agreement ("Cooperative Agreement"), dated as of August 6, 2019, is entered into by and between Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), and Ranchos Property, a California general partnership ("DEVELOPER"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Tract No. 34677, located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 34677 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 34677, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Tract No. 34677 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements as shown on District Drawing No. 4-0891, from Simpson Road to north of Grand Avenue and as shown in concept on Exhibit "B", attached hereto and made a part hereof, includes the construction of:

- (i) Approximately 600 lineal feet of underground storm drain system and associated inlet and outlet structures ("UPPER STORM DRAIN"), as shown in concept in blue on Exhibit "B";

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- (ii) Approximately 2,300 lineal feet of underground storm drain system and an associated inlet structure ("LOWER STORM DRAIN"), as shown in concept in red on Exhibit "B". UPPER STORM DRAIN and LOWER STORM DRAIN are called "LINE C STAGE 2". At its downstream terminus, LINE C STAGE 2 will connect to the proposed Winchester Hills Line C, Stage 4 facility;
- (iii) A detention basin, as shown in concept in green on Exhibit B, hereinafter called "BASIN";
- (iv) All safety devices requested by DISTRICT staff during the course of PROJECT construction, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER and are subject to DISTRICT's inspection and approval. Together, LINE C STAGE 2, BASIN and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of certain catch basins, inlets, outlets, curbs and gutters, connector pipes, riprap and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within COUNTY held easements or rights of way ("APPURTENANCES"); and

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

F. Also as a condition of approval for Tract No. 34677, DEVELOPER is required to construct the Winchester Hills – Line C, Stage 3 ("PROPOSED LINE C STAGE 3")

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and the Winchester Hills – Line C, Stage 4 ("PROPOSED LINE C STAGE 4") in addition to PROJECT for the complete flood control drainage system; and

G. All Parties recognize and acknowledge that PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 are to be constructed by DEVELOPER pursuant to a separate Cooperative Agreement between DISTRICT, COUNTY and DEVELOPER. Said Cooperative Agreement is hereinafter called the "LINE C STAGE 3 and LINE C STAGE 4 AGREEMENT". DISTRICT will not accept DISTRICT FACILITIES for ownership, operation and maintenance until PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 are completed pursuant to their respective Cooperative Agreements and accepted for ownership, operation and maintenance by DISTRICT; and

H. Due to mutual interests in the PROJECT, Watermarke Homes, LLC, a California limited liability company ("WATERMARKE"), Winchester Meadows LLC, a California limited liability company ("WINCHESTER MEADOWS") and DEVELOPER anticipate entering into a separate cost-share agreement setting forth the terms and conditions by which each party would contribute funding for the construction of PROJECT. Therefore, WATERMARKE and WINCHESTER MEADOWS consent is not required for the purposes of this Cooperative Agreement as it pertains to the obligations of DEVELOPER; and

I. A portion of LINE C STAGE 2 is located within the Riverside County Transportation Commission's ("RCTC") held rights of way or easements. Therefore, it is anticipated that prior to the commencement of PROJECT construction, DISTRICT, DEVELOPER and RCTC will enter into a separate License Agreement ("LICENSE AGREEMENT") setting forth the particular provisions under which DEVELOPER will construct and DISTRICT will operate and maintain LINE C STAGE 2 within RCTC's right of way; and

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

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

L. DEVELOPER is willing to assume ownership, operation and maintenance responsibilities of DISTRICT FACILITIES on an interim basis as set forth herein, with the recognition and understanding that the actual acceptance of DISTRICT FACILITIES for ownership, operation and maintenance responsibilities by DISTRICT is entirely dependent upon: (i) the construction of PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 being complete; (ii) DISTRICT acceptance of ownership and responsibility for the operation and maintenance of PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4; (iii) DISTRICT FACILITIES being constructed in accordance with plans and specifications approved by DISTRICT and as set forth herein; (iv) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition, and that DISTRICT FACILITIES are fully functioning as a flood control drainage system; and

M. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT; (ii) inspect the construction of DISTRICT FACILITIES; and (iii) ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Cooperative Agreement; (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and

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specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and COUNTY accepts ownership and responsibility for operation and maintenance of APPURTENANCES; and

N. COUNTY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES and APPURTENANCES; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way; and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and COUNTY for their respective review and approval.
2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS,

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review and approval of rights of way and conveyance documents, and with the processing and administration of this Cooperative Agreement.

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8. herein, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

4. Grant DISTRICT and COUNTY, by execution of this Cooperative Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT.

6. Prior to commencing construction, furnish DISTRICT with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory



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agency for the construction, operation and maintenance of DISTRICT FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Provide COUNTY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of the APPURTENANCES as determined by COUNTY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain in full force and effect until the PROJECT is accepted by DISTRICT and COUNTY as complete; at which time, the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work, labor or materials.

8. Notify DISTRICT in writing (Attention: Contract Services Section) at least twenty (20) days prior to the start of construction of PROJECT. 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.

9. [INTENTIONALLY DELETED]

10. [INTENTIONALLY DELETED]

11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on DISTRICT FACILITIES, including the corresponding

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license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., 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 DISTRICT FACILITIES progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

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

14. 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.

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

16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., 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.

17. DEVELOPER shall not commence operations until DISTRICT and COUNTY have been furnished with original certificate(s) of insurance and original certified

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copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section.

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT or COUNTY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Cooperative Agreement:

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 DISTRICT and COUNTY, 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. 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 Cooperative Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Cooperative 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 Cooperative Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT and COUNTY, 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.

D. Professional Liability:

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

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Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Cooperative 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 Cooperative Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. Pollution Liability:

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

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DISTRICT and COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

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

In the event, DEVELOPER or its construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, DEVELOPER or its construction contractor(s) shall immediately stop work in the area affected and report the condition to DISTRICT and COUNTY in writing. The work in the affected area shall not thereafter be resumed

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except by written agreement of DISTRICT, COUNTY and DEVELOPER, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of DISTRICT, COUNTY and DEVELOPER.

DEVELOPER or its construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

F. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 County Risk Manager before the commencement of operations under this Cooperative Agreement. Upon notification of self-insured retention deemed

unacceptable to DISTRICT, and at the election of the County Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Cooperative Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County 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 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. In the event of a material modification, cancellation, expiration or reduction in coverage, this Cooperative Agreement shall terminate



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forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. 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.
- v. If, during the term of this Cooperative 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 Cooperative Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Cooperative Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk

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Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Cooperative Agreement.
- vii. The insurance requirements contained in this Cooperative Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- viii. 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 Cooperative Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Cooperative Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Cooperative Agreement.

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

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

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20. [INTENTIONALLY DELETED]

21. [INTENTIONALLY DELETED]

22. Prior to acceptance of DISTRICT FACILITIES, obtain the necessary permits, approvals or agreements as may be required by any federal, state or local resource and/or regulatory agency for the continuing operation and maintenance of DISTRICT FACILITIES ("ONGOING REGULATORY PERMITS"). Upon completion of construction, DISTRICT FACILITIES may be considered jurisdictional or may otherwise require regulatory approvals and therefore may require ONGOING REGULATORY PERMITS in order to be maintained. ONGOING REGULATORY PERMITS 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. DISTRICT cannot accept DISTRICT FACILITIES until all required regulatory permits have been issued and transferred to DISTRICT.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and COUNTY accepts ownership and responsibility for operation and maintenance of APPURTENANCES.

24. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT FACILITIES until such time as DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

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

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26. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

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

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Cooperative Agreement, record or cause to be recorded a copy of this Cooperative Agreement in the Official Records of the Riverside County Recorder.
4. [INTENTIONALLY DELETED]

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5. Inspect DISTRICT FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Cooperative Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) the completion of PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 construction; (ii) DISTRICT acceptance of PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 for ownership, operation and maintenance; (iii) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19.; (iv) DISTRICT acceptance of PROJECT construction as being complete; (v) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.26.; (vi) COUNTY acceptance of APPURTENANCES for ownership, operation and maintenance; and (vii) DISTRICT's sole determination that DISTRICT FACILITIES is in a satisfactorily maintained condition.
9. Provide COUNTY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

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SECTION III

COUNTY shall:

1. Review IMPROVEMENT PLANS and approve when COUNTY has determined that such plans meet County standards and are found acceptable to COUNTY prior to the start of PROJECT construction.
2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.
3. Inspect PROJECT construction.
4. [INTENTIONALLY DELETED]
5. [INTENTIONALLY DELETED]
6. Grant DISTRICT, by execution of this Cooperative Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.
7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES from DEVELOPER upon (i) the completion of PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 construction; (ii) DISTRICT acceptance of PROPOSED LINE C STAGE 3 and PROPOSED LINE C STAGE 4 for ownership, operation and maintenance; and (iii) COUNTY acceptance of PROJECT construction as being complete.
8. Release occupancy permits in accordance with the approved conditions of approval.
9. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES is improved, repaired,

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replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

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

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

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

4. DEVELOPER shall complete construction of PROJECT within thirty-six (36) consecutive months after execution of this Cooperative Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Cooperative 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

## ATTACHEMENT 2

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the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

5. If DEVELOPER fails to commence construction of PROJECT within eighteen (18) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.8. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.8.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

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



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DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

8. DEVELOPER shall indemnify and hold harmless DISTRICT and COUNTY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Cooperative Agreement, performance under this Cooperative Agreement, or failure to comply with the requirements of this Cooperative Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance

## ATTACHEMENT 2

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or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT and COUNTY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPER's indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such claim, proceeding or action without the prior consent of DISTRICT and COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT or COUNTY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal (or similar document) relieving DISTRICT or COUNTY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Cooperative Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT and COUNTY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

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Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT and COUNTY to the fullest extent allowed by law.

9. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY, their respective officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage whatsoever for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or COUNTY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DISTRICT FACILITIES and APPURTENANCES after the acceptance of DISTRICT FACILITIES and APPURTENANCES by DISTRICT and COUNTY, respectively.

10. Any waiver by DISTRICT or by COUNTY of any breach of any one or more of the terms of this Cooperative Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or COUNTY to require exact, full and complete compliance with any terms of this Cooperative Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or COUNTY from enforcement hereof.

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

ATTACHEMENT 2

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

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

RANCHOS PROPERTY  
41391 Kalmia Street, Suite 200  
Murrieta, CA 92562  
Attn: Jim Lytle

12. This Cooperative Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Cooperative Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Cooperative Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

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

16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER

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expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Cooperative Agreement.

17. The individual(s) executing this Cooperative Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Cooperative 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 Cooperative Agreement.

18. This Cooperative 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 Cooperative Agreement may be changed or modified only upon the written consent of the Parties hereto.

19. This Cooperative 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 Cooperative

Agreement on AUG 06 2019  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

By [Signature]  
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

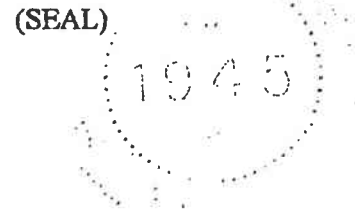
GREGORY P. PRIAMOS  
County Counsel

ATTEST:

KECIA HARPER  
Clerk of the Board

By [Signature]  
LEILA MOSHREF-DANESH  
Deputy County Counsel

By [Signature]  
Deputy




Cooperative Agreement:  
Winchester Hills – Line C, Stage 2  
Winchester Hills Line C Detention Basin  
Project Nos. 4-0-00580 and 4-0-00585  
Tract No. 34677  
AMR:mcv  
06/20/19

ATTACHEMENT 2

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
PATRICIA ROMO  
Director of Transportation

By   
KEVIN JEFFRIES, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

By   
Deputy

(SEAL)

Cooperative Agreement:  
Winchester Hills – Line C, Stage 2  
Winchester Hills Line C Detention Basin  
Project Nos. 4-0-00580 and 4-0-00585  
Tract No. 34677  
AMR:mcv  
06/20/19

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**RANCHOS PROPERTY,**  
a California general partnership



NANCY MURAKAMI  
General Partner

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Winchester Hills – Line C, Stage 2  
Winchester Hills Line C Detention Basin  
Project Nos. 4-0-00580 and 4-0-00585  
Tract No. 34677  
AMR:mcv  
06/20/19



ATTACHEMENT 2

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 Los Angeles

On 6/27/2019 before me, Eun Young Lee, Notary Public  
(insert name and title of the officer)

personally appeared Nancy Murakami  
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 [Handwritten Signature] (Seal)



CONSENT TO COOPERATIVE AGREEMENT

Winchester Meadows, LLC, a California limited liability company ("WINCHESTER MEADOWS") hereby consents to the foregoing Cooperative Agreement ("Agreement") by and between the Riverside County Flood Control and Water Conservation District, a body politic, the County of Riverside, a political subdivision of the State of California, and Watermarke Homes, LLC, a California limited liability company. The Agreement sets forth each party's rights and obligations for the construction, operation and maintenance of certain flood control facilities required as a Condition of Approval for Tract No. 34677. WINCHESTER MEADOWS' consent, including with respect to any future developments thereunder, is not and will not be deemed or construed to modify, waive or affect any of the provisions, covenants or conditions of the Agreement, waive any breach of the Agreement or any rights of WINCHESTER MEADOWS, or enlarge or increase WINCHESTER MEADOWS' obligations under the Agreement.

## CONSENTING PROPERTY OWNER

Winchester Meadows, LLC,  
a California limited liability company

By: R.K.E. Companies, Inc.,  
a California corporation  
Its Manager

By   
ROBERT W. LOVE  
President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Winchester Hills - Line C, Stage 2  
Winchester Hills Line C Detention Basin  
Project Nos. 4-0-00580 and 4-0-00585  
Tract No. 34677  
AMR:mcv  
06/24/19

ATTACHEMENT 2

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 2, 2019 before me, Judi Lowenthal, Notary Public  
(Here insert name and title of the officer)

personally appeared ROBERT W. LOVE  
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]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

CONSENT TO COOPERATIVE  
(Title or description of attached document)

AGREEMENT  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer  
PROXY INSTR  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**Exhibit A****LEGAL DESCRIPTION****PARCEL 'A'**

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 13711, ON FILE IN BOOK 114, PAGE 35 OF PARCEL MAPS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A 94.50 FEET WIDE STRIP OF LAND LYING WESTERLY OF THE FOLLOWING DESCRIBED SIDELINE:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF LEON ROAD WITH OLIVE AVENUE, PER PARCEL MAP 13711, AS FILED IN BOOK 14, PAGE 35, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE WESTERLY ALONG THE CENTERLINE OF OLIVE AVENUE, PER SAID PARCEL MAP, SOUTH 89°59'50" WEST, 75.90 FEET;

THENCE SOUTH 00°00'10" EAST, 44.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLIVE AVENUE, AS SHOWN ON SAID MAP, BEING THE **TRUE POINT OF BEGINNING**;

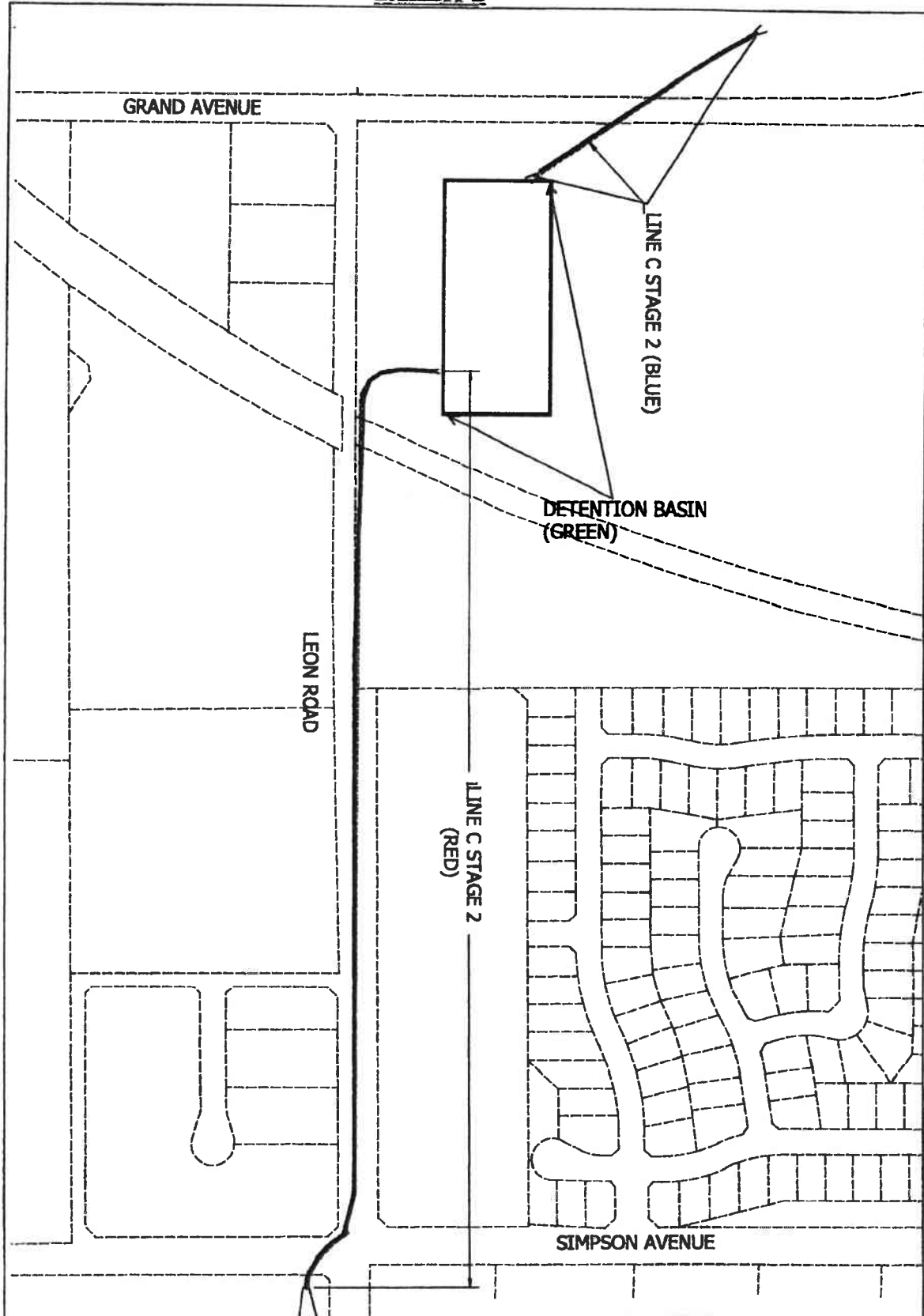
THENCE SOUTHERLY ALONG A LINE PARALLEL WITH AND DISTANT WESTERLY 76.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF LEON ROAD, AS SHOWN ON SAID MAP, SOUTH 00°07'42" EAST, 1015.03 FEET, TO A POINT ON THE NORTHERLY LINE OF PARCEL 4110-6, PER RECORD OF SURVEY, AS FILED IN BOOK 70, PAGES 26 THROUGH 33, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING THE **POINT OF TERMINATION**;

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID NORTHERLY PARCEL LINE AND SOUTHERLY RIGHT OF WAY LINE.

**COOPERATIVE AGREEMENT**

Winchester Hills – Line C, Stage 2  
Winchester Hills Line C Detention Basin  
Project Nos. 4-0-00580 and 4-0-00585  
Tract Map No. 34677

**EXHIBIT B**



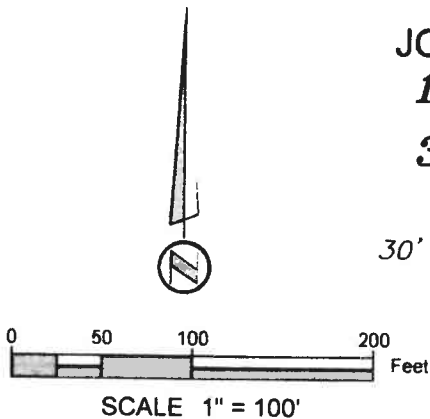
**COOPERATIVE AGREEMENT**  
Winchester Hills - Line C, Stage 2  
Winchester Hills Line C Detention Basin  
Project Nos. 4-0-00580 and 4-0-00585  
Tract Map No. 34677  
Page 1 of 1

**Attachment "3"**

**ATTACHMENT "3"  
JOINT USE AGREEMENT**

19 20  
30 29

GRAND AVE



WESTERLY LINE OF  
PARCEL B OF  
PARCEL V

EASTERLY LINE OF  
SOUTHERN CALIFORNIA  
EDISON TRANSMISSION  
LINE EASEMENT  
(INST. 2020-0097315,  
RECORDED 03/03/2020)

LEON ROAD

R.C.F.C.D.  
STORM DRAIN DETENTION  
BASIN EASEMENT  
(INST 2007-0028084,  
RECORDED 01/12/2007)

**LEGEND**

- INST INSTRUMENT NUMBER
- DOC DOCUMENT NUMBER
- O.R. OFFICIAL RECORDS
- JOINT USE AGREEMENT
- CENTERLINE
- SECTION CORNER
- R.C.F.C.D. RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

R.C.F.C.D.  
STORM DRAIN EASEMENT  
(INST 2007-0028087,  
RECORDED 01/12/2007)

R.C.F.C.D.  
STORM DRAIN DETENTION  
BASIN ACCESS EASEMENT  
(INST 2007-0028086,  
RECORDED 01/12/2007)

0.10 Ac  
4,516± sq ft

**LANSING STONE  
STAR, LLC**

APN: 462-020-039  
PARCEL B of  
PARCEL V  
Doc 2016-0501742, O.R.  
RECORDED 11/09/2016

SOUTHERLY LINE  
OF PARCEL B OF  
PARCEL V

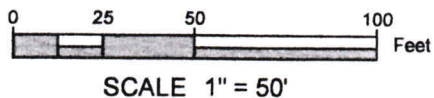
A.T.&S.F. R.R.  
(60' WIDE)

**SHEET 1 OF 2**

PROJECT NAME: VALLY SOUTH SUB-TRANSMISSION PROJECT				M.S.: 1"=100'	
ORDER NO.: 801704628	NOT. NO.: -	CITY: WINCHESTER	COUNTY: RIVERSIDE	STATE: CA	
SURVEYED BY: MARK THOMAS		SCE F.B. REF.: -	DATE: 04/22/2020		
DRAWN BY: BRM		MAP REF.: -			
CHECKED BY: SJZ	TRES: -	SERIAL NO.: 72031A	FILE NAME: 72031A JUA	.DWG	

# ATTACHMENT "3" JOINT USE AGREEMENT

EASTERLY LINE OF  
SOUTHERN CALIFORNIA  
EDISON TRANSMISSION  
LINE EASEMENT  
(INST. 2020-0097315,  
RECORDED 03/03/2020)

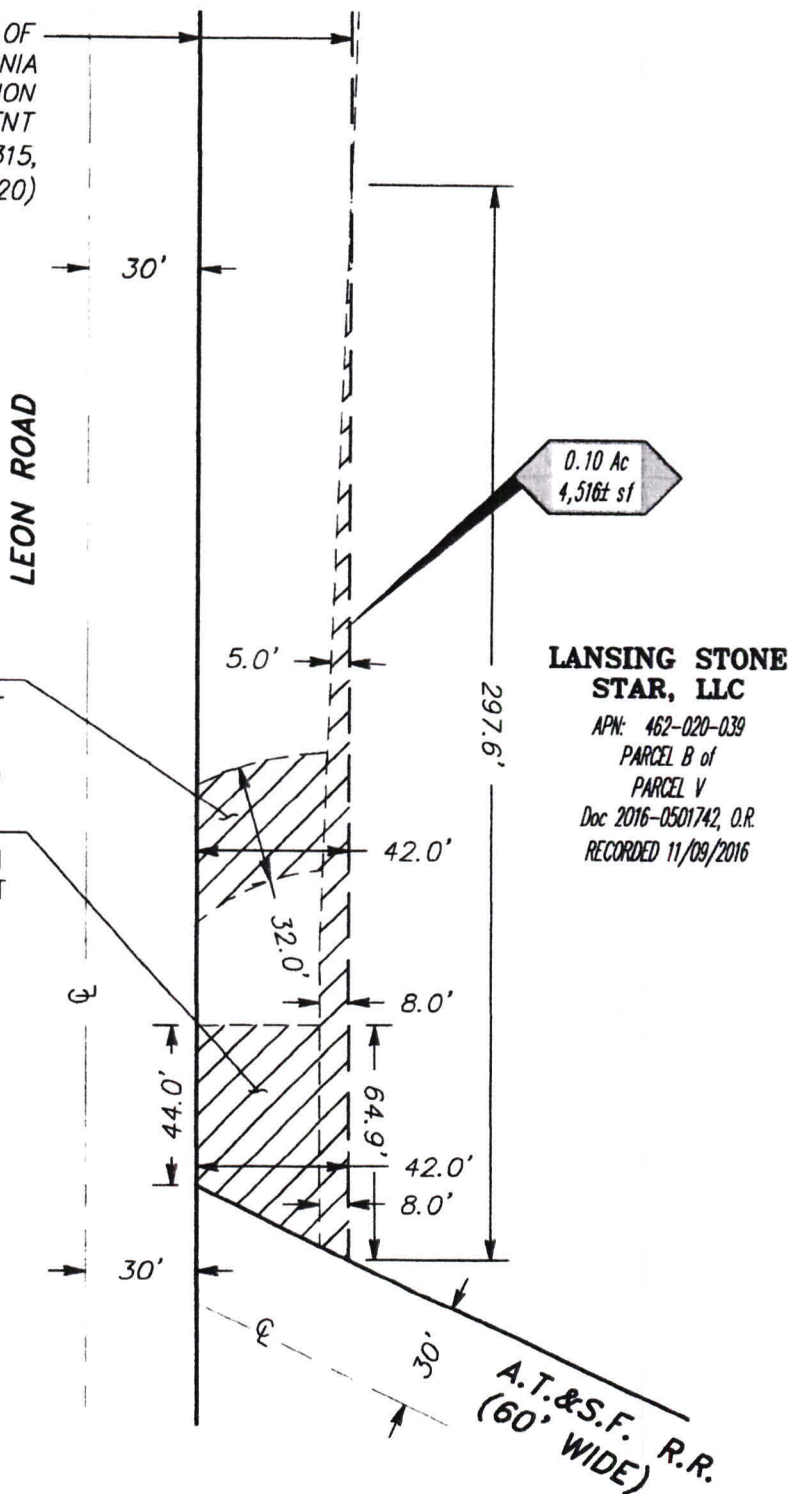


R.C.F.C.D.  
STORM DRAIN EASEMENT  
(INST 2007-0028087,  
RECORDED 01/12/2007)

R.C.F.C.D.  
STORM DRAIN DETENTION  
BASIN ACCESS EASEMENT  
(INST 2007-0028086,  
RECORDED 01/12/2007)

**LEGEND**

- INST INSTRUMENT NUMBER
- DOC DOCUMENT NUMBER
- O.R. OFFICIAL RECORDS
- JOINT USE AGREEMENT
- CENTERLINE
- SECTION CORNER
- R.C.F.C.D RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



**LANSING STONE  
STAR, LLC**  
APN: 462-020-039  
PARCEL B of  
PARCEL V  
Doc 2016-0501742, O.R.  
RECORDED 11/09/2016

**SHEET 2 OF 2**

PROJECT NAME: VALLY SOUTH SUB-TRANSMISSION PROJECT				M.S.: 1"=50'	
ORDER NO.: 801704628	NOT. NO.: -	CITY: WINCHESTER	COUNTY: RIVERSIDE	STATE: CA	
SURVEYED BY: MARK THOMAS		SCE F.B. REF.: -	DATE: 04/22/2020		
DRAWN BY: BRM		MAP REF.: -			
CHECKED BY: SJZ	TRES: -	SERIAL NO.: 72031A	FILE NAME: 72031A JUA	.DWG	