

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



ITEM: 11.3
(ID # 19268)

MEETING DATE:
Tuesday, June 06, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Norco and CRP LDF Palomino, LLC for Encroachment Permit No. 3998 (Tract Map No. 37681), Associated with South Norco Channel, Stage 2, Project No. 2-0-00150, Nothing Further is Required Under CEQA, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under CEQA because all potentially significant environmental effects associated with execution of the Cooperative Agreement have been analyzed in an Environmental Impact Report (SCH 2019039132) that was previously certified by the Lead Agency, City of Norco and the Agreement would not lead to any significant environmental impacts;

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/23/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: June 6, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the City of Norco ("City") and CRP LDF Palomino, LLC ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement, including, but not limited to, negotiating, approving, and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
5. Direct the Clerk of the Board to return four (4) executed Cooperative Agreements to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs (100%).			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement ("Agreement") sets forth the terms and conditions by which certain drainage facilities required as a condition of approval for the proposed Tract Map No. 37681 are to be constructed by the Developer and inspected by the District and City.

The Agreement is necessary to provide for District construction inspection as part of Encroachment Permit No. 3998 of a certain portion of a 54-inch drainage pipe ("Developer Drainage Pipe"). The Agreement also memorializes the roles and responsibilities of the District, the City and the Developer to ensure that the Developer Drainage Pipe: (i) provides adequate vertical clearance at the location of its intersection with the future South Norco Channel, Stage 2 facility, which is proposed to be constructed by the City and operated and maintained by the District pursuant to a separate agreement dated November 10, 2020 (Board Agenda Item 11.3) ("District Facility"), (ii) is appropriately encased to support structural loading from the proposed District Facility as it crosses under it and (iii) is adequately maintained to secure District Facility from any damage resulting from Developer Drainage Pipe.

The City will exercise its land use authority to condition the Developer and subsequent property owners of Tract Map No. 37681 to promptly make any repairs as needed should any damages

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occur to Developer Drainage pipe and/or District Facility. Upon completion of construction, the Developer will assume ownership and responsibility for the operation and maintenance of the Developer Drainage Pipe.

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

Environmental Findings

Pursuant to Section 15096 of the CEQA Guidelines, Making Responsible Agency Findings, the District has considered the Environmental Impact Report (SCH 2019039132) adopted by the City for Palomino Business Park. The District, in its limited capacity as a Responsible Agency, finds that the impacts associated with inspection of the proposed drainage facilities as described in the Agreement have been adequately analyzed in the Environmental Impact Report (SCH 2019039132). Ownership, operation, and maintenance of the Developer Drainage Pipe described in this Agreement will not have a significant impact on the environment. The District reviewed the prior CEQA document against the Agreement and finds there are no significant physical environmental impacts or effects as it relates to this Agreement. Therefore, nothing further is required under CEQA. Further, the cooperative agreement meets the common sense exemption pursuant to State CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that the Agreement to provide construction inspection and clarify the various roles and responsibilities on the part of the District, City, and Developer would not result in a significant environmental impact.

Impact on Residents and Businesses

As noted above, construction of these improvements is a requirement for the development of Tract Map No. 37681. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Prev. Agn. Ref.: MT# 13725, 11.3 of 11/10/20

Additional Fiscal Information

The Developer is funding all construction, construction inspection and maintenance costs.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:RSM:blm
P8/244168

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



Jason Farin, Principal Management Analyst 5/31/2023



Aaron Gettis, Deputy County Counsel 5/24/2023

COOPERATIVE AGREEMENT

South Norco Channel, Stage 2

Project No. 2-0-00150-02

Tract Map No. 37681

Encroachment Permit No. 3998

This Cooperative Agreement ("Agreement"), dated as of June 6, 2023, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Norco, a municipal corporation ("CITY"), and CRP LDF Palomino, LLC, a Delaware limited liability company ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as the "Parties".

The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record and has submitted for approval Tract Map No. 37681, located within the city of Norco and approximately bounded by Second Street to the north, Mountain Avenue to the East, First Street to the south and Pacific Avenue to the west ("Property"). Pursuant to the conditions of approval for the proposed development of Tract Map No. 37681, DEVELOPER must construct certain water quality facilities to implement water quality treatment measures for flows emanating from DEVELOPER's planned development; and

B. The required water quality facilities, as shown on Palomino Ranch – Phase 1 Precise Grading Plans, and as shown in concept in red on Exhibit "A", attached hereto and made a part hereof, include the construction of a fifty-four inch (54") underground pipe, hereinafter called "DEVELOPER FACILITY"; and

C. Pursuant to an agreement dated November 10, 2020 between CITY and DISTRICT ("Separate Agreement"), CITY shall improve an existing drainage channel through DEVELOPER property to contain and convey regional 100-year storm event flows. The improvements are shown on DISTRICT Drawing No. 2-0490, and the proposed channel is named South Norco Channel, Stage 2, hereinafter called "DISTRICT FACILITY"; and

D. DISTRICT shall operate and maintain DISTRICT FACILITY upon acceptance from CITY pursuant to the Separate Agreement; and

E. DEVELOPER FACILITY intersects with the alignment of the proposed DISTRICT FACILITY as shown on Sheet 30 of Palomino Ranch – Phase 1 Precise Grading Plans, attached hereto and made a part hereof; and

F. DISTRICT and CITY want to ensure that DEVELOPER FACILITY (i) provides adequate vertical clearance from DISTRICT FACILITY as determined by DISTRICT; (ii) is appropriately encased to support structural loading from proposed DISTRICT FACILITY as it crosses under and (iii) is adequately maintained to secure DISTRICT FACILITY from any damage resulting from DEVELOPER FACILITY; and

G. DISTRICT has reviewed the plans and provided conditions for the construction of DEVELOPER FACILITY under Encroachment Permit No. 3998 ("EP 3998"); and

H. The purpose of this Agreement is to memorialize the maintenance responsibility of DEVELOPER FACILITY; and

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

SECTION I

DEVELOPER shall:

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

2. Pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT for EP3998, any and all such out of pocket third party amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review and approval of IMPROVEMENT PLANS; (ii) the processing and administration of this Agreement and (iii) construction inspection costs.

3. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property with no advance notice where necessary and convenient for the purpose of gaining access to and performing inspections of DEVELOPER FACILITY as set forth herein, and for the purpose of CITY performing maintenance or repair work of DEVELOPER FACILITY as a remedy of last resort pursuant to Sections II.6 and III.4 of this Agreement.

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction

easements as may be needed for the construction, inspection, operation and maintenance of DEVELOPER FACILITY.

5. Notify DISTRICT (Attention: Plan Check Section) and CITY in writing after receiving DISTRICT's EP 3998 for DEVELOPER FACILITY, with twenty (20) calendar days written notice of intent to start of construction of DEVELOPER FACILITY.

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

7. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER employees on the site.

8. Construct or cause to be constructed DEVELOPER FACILITY, at DEVELOPER's sole cost and expense, in accordance with CITY approved IMPROVEMENT PLANS and DISTRICT EP3998.

9. Within two (2) weeks of completing DEVELOPER FACILITY construction, provide DISTRICT (Attention: Plan Check Section) and CITY with written notice that DEVELOPER FACILITY construction is substantially complete, and request DISTRICT conduct a final inspection of DEVELOPER FACILITY.

10. Reserve an easement in perpetuity for the DEVELOPER FACILITY and accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DEVELOPER FACILITY.

11. Maintain DEVELOPER FACILITY in good working condition so that DEVELOPER FACILITY adequately performs its designed function and does not interfere with, or threaten to interfere with, the condition of the DISTRICT FACILITY.

12. Repair or replace DISTRICT FACILITY in accordance with DISTRICT standards, if any damages to DISTRICT FACILITY are caused as a result of maintenance, repair or differential settlement of DEVELOPER FACILITY. Prior to making any repairs or modifications to DISTRICT FACILITY, DEVELOPER shall obtain an encroachment permit from the DISTRICT for the review and approval of the proposed repairs.

13. Any repairs or modifications to DEVELOPER FACILITY will be at the sole cost and expense of DEVELOPER.

14. Conduct an annual inspection of DEVELOPER FACILITY to examine its structural integrity, inspection for signs of any settlement at and adjacent to the DEVELOPER FACILITY.

15. If, in the opinion of CITY and DISTRICT's General Manager-Chief Engineer, DEVELOPER FACILITY (i) is not in adequately maintained condition or (ii) may cause or contribute to a safety hazard or any other matter of substantial concern to DISTRICT FACILITY, CITY or DISTRICT reserve the right to require remediation by DEVELOPER.

16. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code,

Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

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

18. DEVELOPER shall obtain and deliver to the CITY, at no cost to the CITY, a certificate of commercial general liability insurance which indicate that the CITY, its elective and appointive boards, commissions, officers, agents and employees are covered as additional insureds under all insurance policies maintained for performance of maintenance and repair work to DEVELOPER FACILITY and DISTRICT FACILITY by (i) DEVELOPER, or (ii) any contractor or subcontractor directly or indirectly employed by DEVELOPER to perform such work. The policy shall also provide that no cancellation, major change in coverage, or expiration may be affected by the insurance company or the insured during the time of performance of the work without first giving to the CITY thirty (30) days' written notice prior to the effective date of such cancellation or change in coverage, as long as such is commercially obtainable. DEVELOPER shall not permit any contractor or subcontractor to commence or continue performing work until the certificate or any substitute certificate has been approved by the CITY. The minimum limits for the commercial general liability insurance required herein shall be \$2,000,000

per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and issue EP 3998 when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of DEVELOPER FACILITY construction.
2. Recommend CITY approval of IMPROVEMENT PLANS when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT.
3. Inspect construction of DEVELOPER FACILITY.
4. As part of review of EP 3998, keep an accurate accounting and submit periodic invoices to DEVELOPER of all third party out of pocket DISTRICT costs associated (i) with the review and approval of IMPROVEMENT PLANS; (ii) the processing and administration of this Agreement and (iii) inspection costs.
5. If, in the opinion of DISTRICT's General Manager-Chief Engineer, DEVELOPER FACILITY (i) is not in adequately maintained condition or (ii) may cause or contribute to a safety hazard or any other matter of substantial concern to DISTRICT FACILITY, DISTRICT reserves the right to require remediation by DEVELOPER.
6. Should DEVELOPER fail to commence to perform all necessary work as directed by the DISTRICT pursuant to Section II.5 within thirty (30) days of receipt of written notice from DISTRICT, DISTRICT shall request CITY to perform the work and

DEVELOPER shall be responsible to CITY for the reimbursement of all costs within sixty (60) days from the date of receipt of CITY's invoices for the work and reasonable supporting document confirming third party costs that were incurred.

SECTION III

CITY shall:

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

2. Inspect DEVELOPER FACILITY construction.

3. Promptly perform all necessary work as requested by DISTRICT pursuant to Section II.6 should DEVELOPER fail to perform the work in a timely manner. Invoice DEVELOPER for all costs of such work. In any situation requiring DEVELOPER to reimburse CITY, such reimbursement shall include City's costs implementing and enforcing this Agreement, including outside consultants or counsel or City staff time, together with interest from the date the DISTRICT provided notice under Section II.6, at the rate of the lesser of seven percent (7%) per annum or the maximum of interest allowed by law. Any work performed by CITY shall be without warranty or representation by CITY as to safety or effectiveness, shall be deemed to be accepted by DEVELOPER "as is," and shall be covered by DEVELOPER's indemnity obligations below.

4. Until CITY's invoice is paid, CITY shall have a lien on the Property for the amount of such charges or costs, which lien shall be perfected by the recordation of

a "Notice of Claim of Lien" against the Property; provided, that such lien shall not grant the City any rights or remedies to enforce such lien and City shall have not power of sale or right of foreclosure. This lien shall affect all parcels jointly if portions of the Property have been sold. Any lien in favor of CITY created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of City created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon payment in full, CITY shall promptly record a release of such lien.

SECTION IV

It is further mutually agreed:

1. All construction work involved with DEVELOPER FACILITY shall be inspected by DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
2. In the event of a change in the existing site conditions that materially affects DEVELOPER FACILITY, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

3. DEVELOPER FACILITY construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, to allow for DISTRICT or CITY inspection of facility.

4. DEVELOPER shall indemnify and hold harmless DISTRICT, CITY and County of Riverside (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) (individually and collectively referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts or omissions of DEVELOPER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the acts or omissions of DEVELOPER, its officers, employees, subcontractors, agents or representatives. DEVELOPER shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. CITY shall be deemed to be acting as the agent of DEVELOPER and shall be covered by DEVELOPER's indemnity provisions herein in the performance of any work pursuant to Section III.4 of this Agreement.

5. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT and CITY. Any such adjustment, settlement or compromise

shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein.

6. DEVELOPER's obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal relieving DISTRICT and CITY from any liability for the action or claim involved.

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

8. Except as expressly provided in this Agreement or DISTRICT's or CITY's breach of this Agreement, DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and CITY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by or from DEVELOPER FACILITY. Nothing contained herein shall constitute a release by DISTRICT, CITY or County of Riverside (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents

and representatives) of DEVELOPER from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DEVELOPER FACILITY by DEVELOPER.

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

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

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

To CITY: CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860
Attn: Sam Nelson

To DEVELOPER: CRP LDF Palomino, LLC
1300 Dove Street, Suite 200
Newport Beach, CA 92660
Attn: Development Manager

11. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

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

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

14. This Agreement shall be recorded among the land records of Riverside County, California, shall constitute a covenant running with the land, and shall be binding upon all administrators, heirs, successors-in-interest, and assignees. The recordation of this Agreement shall constitute notice to all persons purchasing or otherwise acquiring title to all or any portion of the Property of the obligations herein set forth, who shall be deemed to have consented to and become bound by all the provisions hereof.

15. In the event DEVELOPER sells the entire Tract Map No. 37681, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later seven (7) calendar days from the closing date of the sale. DEVELOPER expressly understands and agrees that it shall remain joint and severally liable with respect

to any and all of the obligations and duties in this Agreement until the new owner(s) of Tract Map No. 37681 execute an assignment, assumption and release agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 37681.

16. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

17. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

on

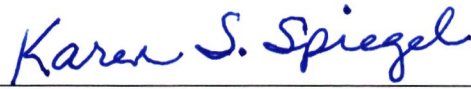
6/6/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager/Chief Engineer


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

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
STEPHANIE K. NELSON
Deputy County Counsel

By 
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
South Norco Channel, Stage 2
Developer Facility No. 2-0-00150-02
Tract Map No. 37681
Encroachment Permit No. 3998
RSM:blm
04/06/23

JUN 6 2023 11.3

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on April 19, 2023.

RECOMMENDED FOR APPROVAL:

CITY OF NORCO

By Robin M Grundmeyer
ROBIN GRUNDMEYER
Mayor

APPROVED AS TO FORM:

ATTEST:

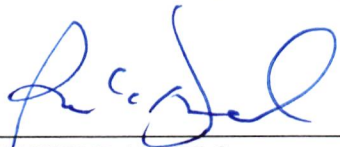
By [Signature]
HARPER & BURNS, LLC
City Attorney

By [Signature]
DANA ROA, CMC
City Clerk
(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
South Norco Channel, Stage 2
Developer Facility No. 2-0-00150-02
Tract Map No. 37681
Encroachment Permit No. 3998
RSM:blm
04/06/23

CRP LDF PALOMINO, LLC,
a Delaware limited liability company

By 

PATRICK DANIELS

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
South Norco Channel, Stage 2
Developer Facility No. 2-0-00150-02
Tract Map No. 37681
Encroachment Permit No. 3998
RSM:blm
04/06/23

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

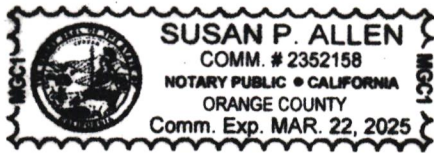
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On May 15, 2023 before me, Susan P. Allen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Patrick Daniels
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Susan P. Allen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

SUSAN P ALLEN
COMM # 282198
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
Comm Exp MAR 28 2025



