

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



ITEM: 3.29  
(ID # 26660)

**MEETING DATE:**

Tuesday, December 17, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approval of the Cooperative Agreements Between the County of Riverside, the Riverside County Flood Control and Water Conservation District, the City of Menifee, D.R. Horton Los Angeles Holding Company, Inc. and BRPLD, LLC for the Flood Control Facilities for Tract Map No. 37439, Project Nos. 4-0-00412, 4-0-00413, 4-0-00416, 4-0-00417, 4-0-00418 and 4-0-00419, No Further Action Required Under CEQA, District 3. [\$0] (Companion Item to MT Item No. 26532)

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

1. **Find** that the Cooperative Agreements ("Agreement") and acceptance of the flood control facilities will not have a significant adverse effect on the environment and that any potentially significant environmental effects have been adequately analyzed in the Final Environmental Impact Report (EIR; SCH No. 2018101010) adopted with a Notice of Determination ("NOD") filed on September 2, 2020, by the Lead Agency (County Planning Department);

Continued on page 2

**ACTION:Policy**


  
Dennis Acuna, Director of Transportation 12/2/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 17, 2024  
xc: TLMA-Transp. (Companion item 11.2)

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

2. **Approve** the Agreement between the County of Riverside ("County"), the Riverside County Flood Control and Water Conservation District ("District"), the City of Menifee ("City"), and D.R. Horton Los Angeles Holding Company, Inc. for Menifee Valley – Holland Channel, Stage 1;
  
3. **Approve** the Agreement between the County, the District, D.R. Horton Los Angeles Holding Company, Inc., and BRPLD, LLC for the following flood control facilities:
  - a. Menifee Valley – Holland Channel, Stages 2, 3, and 4, hereinafter called "Holland Channel";
  - b. Menifee Valley – Leon Road Channel and Storm Drains, Menifee Valley – Leon Road Lateral Storm Drain, Stages 1 and 2, Menifee Valley – Holland Channel Lateral Storm Drains, Menifee Valley – Eucalyptus Road Storm Drain, Menifee Valley – Craig Avenue Lateral Storm Drain, Stages 1 and 2, hereinafter collectively called "Backbone Storm Drain Infrastructure";
  
4. **Authorize** the Chair of the Board of Supervisors to execute the Agreements on behalf of the County; and
  
5. **Authorize** the Director of Transportation or designee to take all necessary steps to implement the Agreements, 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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Developer Funded 100%. No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

The Agreements set forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 37439 are to be constructed by D.R. Horton Los Angeles Holding Company, Inc. and BRPLD, LLC (collectively, "Developer") and inspected, operated and maintained by the County, District, City and Developer.

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The Agreements are necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of the referenced flood control facilities.

Upon completion of construction, the County will assume ownership and responsibility for the operation and maintenance of (i) a 54-inch and 48-inch reinforced concrete pipe and (ii) certain lateral storm drains that are 36 inches or less in diameter, which includes various catch basins, curb and gutters, and basin outlet structures within County held rights of way.

The District will assume ownership and responsibility for the operation and maintenance of the (i) the mainline storm drain systems, including (a) Menifee Valley – Holland Channel, Stage 1, (b) Holland Channel, (c) Backbone Storm Drain Infrastructure, and (ii) associated safety devices.

The City will assume ownership and responsibility for the operation and maintenance for certain lateral storm drains that are 36 inches or less in diameter within City held rights of way.

The Developer will retain ownership of the certain associated appurtenant features that are located within private-held rights of way, including lateral storm drains that are 36 inches or less in diameter and side slopes.

County Counsel has approved the Agreements as to legal form.

The Developer has executed the Agreements, and the City has signed as counterpart to the Agreement at its December 4th meeting agenda. The City's executed Agreement is forthcoming. A companion item appears on the Riverside County Flood Control and Water Conservation District's Board agenda this same date.

**Environmental Findings**

Pursuant to Section 15096 of the California Environmental Quality Act ("CEQA") Statutes and Guidelines, the District considered the Final Environmental Impact Report ("EIR") that was prepared by the Lead Agency for the Developer's residential project and independently finds that the EIR adequately covers the District's actions. No significant adverse impacts will result from execution of the Agreements or from the operation and maintenance of the flood control facilities that are the subject of the Agreements. The Agreements would also be deemed exempt from CEQA pursuant to the 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 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 establishes the terms and conditions under which the County will accept future operation and maintenance responsibilities of the facilities identified in the Agreements. As such, nothing further is required under CEQA.

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**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Tract Map No. 37439. The principal beneficiaries are the future residents of the tracts. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

**Additional Fiscal Information**

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the County-maintained flood control facilities will accrue to the County. Future operation and maintenance costs of the District-maintained flood control facilities will accrue to the District.

**ATTACHMENTS:**

Vicinity Map

Cooperative Agreements



Jason Farin, Principal Management Analyst 12/11/2024



Aaron Gettis, Chief of Deputy County Counsel 12/4/2024

COOPERATIVE AGREEMENT  
Menifee Valley - Holland Channel, Stage 1  
Project No. 4-0-00412  
Tract Map No. 37439

This Cooperative Agreement ("Agreement"), dated as of December 17, 2024 is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY"), the City of Menifee, a municipal corporation ("CITY"), and D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DEVELOPER"), (together, the "Parties").

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Tract Map No. 37439 located in an unincorporated area of western Riverside County and in the city of Menifee. As a condition of approval, 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 Map No. 37439 is provided in Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, related to Tract Map No. 37439, are shown on DISTRICT Drawing No. 4-1214, the relevant portions of which are shown in concept on Exhibit "B", attached hereto and made a part hereof, include the construction of the following:

- i. Menifee Valley - Holland Channel, Stage 1 ("HOLLAND CHANNEL STAGE 1"), consists of approximately 370 feet of 14'W x 7'H five cell concrete box, approximately 225 lineal feet of transition structures, its associated riprap outlet structure and access road; and

- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval; and

D. Together, HOLLAND CHANNEL STAGE 1 and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES includes the construction of certain lateral storm drains that are 36 inches or less in diameter, which includes various catch basins, curb and gutters within COUNTY held rights of way, hereinafter called "COUNTY FACILITIES"; and

F. Associated with the construction of DISTRICT FACILITIES includes the construction of a certain lateral storm drain that is 36 inches or less in diameter, within CITY held rights of way, hereinafter called "CITY FACILITY"; and

G. Associated with construction of DISTRICT FACILITIES includes the construction of a certain daylight channel, located within DEVELOPER's held rights of way or easements, hereinafter called "DAYLIGHT CHANNEL". DAYLIGHT CHANNEL is to be owned and maintained by DEVELOPER; and

H. Together, DISTRICT FACILITIES, COUNTY FACILITIES, CITY FACILITY and DAYLIGHT CHANNEL are hereinafter called "PROJECT"; and

I. DEVELOPER has reserved a permanent Channel Easement (Flooding Easement), to be dedicated to DISTRICT until the ultimate condition is built, as shown in concept on Exhibit "C", attached hereto and made a part hereof. In the event DEVELOPER does not operate and maintain DAYLIGHT CHANNEL, the Flooding Easement grant DISTRICT's access

to, and if necessary, operation and maintenance of DAYLIGHT CHANNEL to protect the public; and

J. All Parties recognize that the access roads seek to accommodate a proposed public access trail along the proposed HOLLAND CHANNEL STAGE 1 interior maintenance access roads ("FUTURE TRAIL"). FUTURE TRAIL is proposed to be constructed within rights of way to be conveyed to DISTRICT. Subsequently, FUTURE TRAIL is anticipated to be maintained by the Valley-Wide Recreation and Park District ("VALLEY-WIDE"). DISTRICT intends to enter into a separate license agreement with VALLEY-WIDE setting forth the operation and maintenance responsibilities for FUTURE TRAIL; and

K. On or about September 29, 2022, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced construction of the At-Risk Portions of DISTRICT FACILITIES; and

L. DEVELOPER, COUNTY and CITY 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

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

N. DEVELOPER, DISTRICT and COUNTY desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITY. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and

subsequently inspect and approve the construction of CITY FACILITY; and

O. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; provided DEVELOPER does all of the following: (a) complies with the terms of this Agreement, (b) constructs PROJECT in accordance with DISTRICT, COUNTY and CITY approved plans and specifications and (c) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITY; and

P. 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, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way subject to the terms of this Agreement and (v) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES; provided DEVELOPER does all of the following: (a) complies with the terms of this Agreement, (b) constructs PROJECT in accordance with DISTRICT, COUNTY and CITY approved plans and specifications, (c) obtains and conveys to COUNTY all rights of way necessary for the inspection, operation and maintenance of COUNTY FACILITIES as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES,



COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITY; and

Q. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT (ii) inspect the construction of PROJECT, (iii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way subject to the terms of this Agreement and (iv) accept ownership and responsibility for the operation and maintenance of CITY FACILITY; provided DEVELOPER does all of the following: (a) complies with the terms of this Agreement, (b) constructs PROJECT in accordance with DISTRICT, COUNTY and CITY approved plans and specifications, (c) obtains and conveys to CITY all rights of way necessary for the inspection, operation and maintenance of CITY FACILITY as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITY; and

R. Pursuant to Water Code Appendix Chapter 48, Section 10, the Board of Supervisors of the County of Riverside is designated as, and is empowered to act ex officio as the Board of Supervisors of DISTRICT therefore the County of Riverside is included as an indemnified party; and

S. For the purposes of this Agreement, the term "CITY" shall mean and refer to the City of Menifee, including its governing bodies, agencies, districts, special districts and departments, their respective directors, councilmembers, officers, elected and appointed officials, employees, agents and representatives.

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

SECTION I

DEVELOPER shall:

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

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

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT, COUNTY and CITY of the start of PROJECT construction as set forth in Section I.8, 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 inspection 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) calendar days after receipt of billing from DISTRICT.

4. Deposit with CITY, at the time of providing written notice to DISTRICT, COUNTY and CITY of the start of PROJECT construction as set forth in Section I.8, the

estimated cost of providing construction inspection for PROJECT, in an amount as determined and approved by CITY in accordance with CITY's municipal code and regulations. If at any time the inspection costs exceed the deposit or are anticipated by CITY to exceed the deposit with CITY, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by CITY to complete inspection of PROJECT, within thirty (30) calendar days after receipt of billing from CITY.

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 PROJECT. DEVELOPER shall furnish DISTRICT, COUNTY and CITY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, and rights of entry, as determined and approved by DISTRICT, COUNTY and CITY, at the time of providing written notice to DISTRICT, COUNTY and CITY of the start of construction as set forth in Section I.8, or not less than twenty (20) calendar days prior to recordation of the final maps for Tract Map No. 37439 or any phase thereof, whichever occurs first.

6. Prior to commencing construction, furnish DISTRICT, COUNTY and CITY with copies of all permits, approvals or agreements required by any Federal, State or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents, include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Provide COUNTY, at the time of providing written notice to DISTRICT (Attention: Contract Services Section) and CITY of the start of construction as set forth in Section I.8, or not less than twenty (20) calendar days prior to recordation of the final maps for Tract

Map No. 37439 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES and CITY FACILITY as determined by DISTRICT and CITY, respectively. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES and CITY FACILITY are accepted by DISTRICT and CITY respectively as complete; at which time the bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

8. Notify DISTRICT (Attention: Contract Services Section), COUNTY and CITY in writing at least twenty (20) calendar days prior to the start of construction of PROJECT. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

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

10. If applicable, obtain and provide DISTRICT (Attention: Plan Check Section), COUNTY and CITY, at the time of providing written notice of the start of construction as set forth in Section I.8, or not less than twenty (20) calendar days prior to the recordation of the final maps for Tract Map No. 37439, with duly executed Irrevocable Offers(s) of Dedication

to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation, and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be provided to COUNTY and CITY to accept on behalf of DISTRICT, in a form approved by DISTRICT, and shall be executed by all legal and equitable owners of the property described in the offer(s).

11. If applicable, furnish DISTRICT (Attention: Plan Check Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.10, with Preliminary Reports on Title dated not more than thirty (30) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

12. Furnish DISTRICT (Attention: Contract Services Section), COUNTY and CITY, at the time of providing written notice 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 PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

13. Furnish DISTRICT (Attention: Contract Services Section), COUNTY and CITY, at the time of providing written notice 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 for PROJECT, including estimated construction start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT, COUNTY and/or CITY.

14. Furnish DISTRICT with final mylar plans ("RECORD DRAWINGS") for PROJECT and assign their ownership to DISTRICT prior to the start of construction on any portion of PROJECT.

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

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

17. Prior to commencing construction, submit all environmental documentation and applications related to the operation and maintenance ("ENVIRONMENTAL PERMIT APPLICATIONS") of DISTRICT FACILITIES to DISTRICT (Attn: Regulatory Section IV) for review and approval to ensure that any environmental conditions (i.e., CEQA mitigation measures, permit terms and conditions, etc.) imposed on PROJECT will not have a negative impact on operations and maintenance of future DISTRICT FACILITIES. If routine maintenance actions required by DISTRICT for DISTRICT FACILITIES is not specified in REGULATORY PERMITS, such as mowing, sediment removal, etc., DEVELOPER shall obtain the requisite regulatory approvals that covers DISTRICT's operations and maintenance activities needed to maintain DISTRICT FACILITIES to the satisfaction of DISTRICT.

18. Furnish DISTRICT (Attention: Contract Services Section), COUNTY and CITY, at the time of providing written notice 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, COUNTY

and CITY prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's, COUNTY's and CITY's authorization to proceed, as provided in Section I.8.

19. DEVELOPER shall not commence operations until DISTRICT, COUNTY and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to DISTRICT issuing a Notice to Proceed to DEVELOPER and/or DEVELOPER's construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section), COUNTY and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's and CITY's required insurance provided in Exhibit "D", attached hereto and made a part hereof.

Failure to maintain the insurance required by the above paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, COUNTY or CITY, at their sole discretion, to provide written notice to DEVELOPER that either DISTRICT, COUNTY or CITY will no longer be required to perform their obligations of this Agreement, nor accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES, COUNTY FACILITIES or CITY FACILITY due, either in whole or in part, to DEVELOPER's said breach of this Agreement.

20. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT, COUNTY and CITY approved IMPROVEMENT PLANS and all terms of this Agreement.

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section), COUNTY and CITY with written notice that PROJECT construction is substantially complete and requesting that (i) DISTRICT

conduct a final inspection of DISTRICT FACILITIES and (ii) COUNTY and CITY conduct a final inspection of PROJECT.

22. If right of way conveyance to DISTRICT is required, upon completion of PROJECT construction, and upon acceptance by COUNTY and CITY of all rights of way deemed necessary by DISTRICT, COUNTY and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s) and/or grant deeds, including ingress and egress, for the rights of way, as shown in concept in hatching on Exhibit "C".

23. At the time of recordation of the conveyance document(s) as set forth in Section I.21, furnish DISTRICT (Attention: Plan Check Section) with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

24. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership and sole responsibility for the operation and maintenance of PROJECT, and all liability whatsoever associated with such ownership, operation and maintenance of PROJECT until such time as (i) DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance, (ii) COUNTY FACILITIES are formally accepted by COUNTY for ownership,



operation and maintenance and (iii) CITY FACILITY are formally accepted by CITY for ownership, operation and maintenance.

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

26. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, COUNTY acceptance of COUNTY FACILITIES and CITY acceptance of CITY FACILITY 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, COUNTY and CITY with a redlined RECORD DRAWINGS copy of PROJECT plans. After DISTRICT, COUNTY and CITY approval of the redlined RECORD DRAWINGS, DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original RECORD DRAWINGS 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 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 CITY an opportunity to review and, if COUNTY and CITY deems appropriate in its sole and absolute discretion, approve IMPROVEMENT PLANS prior to DISTRICT's final approval. DISTRICT shall not approve IMPROVEMENT PLANS until CITY has provided its approval pursuant to this Section.

3. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

4. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement on the property through the Official Records of the Riverside County Recorder.

5. If applicable, DISTRICT shall request CITY review any requested Irrevocable Offer(s) of Dedication in connection with PROJECT and accept any such Irrevocable Offers of Dedication on behalf of DISTRICT. In the same action, CITY shall immediately convey the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication to DISTRICT via quitclaim or other similar conveyance document, which shall be prepared by DISTRICT. DISTRICT shall be deemed to have accepted the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication upon the recordation of the conveyance document. If applicable, DISTRICT shall then record or cause to be recorded, the Irrevocable Offer(s) of Dedication pursuant to Section I.10. Neither this section nor Section I.10 restricts CITY's ability to require any other lawful Irrevocable Offer(s) of Dedication from DEVELOPER.

6. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's written notice of intent to start construction as set forth in Section I.14., however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to DISTRICT's staff availability.

7. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

8. Allow DEVELOPER to proceed with the construction of DISTRICT FACILITIES without the necessary ONGOING REGULATORY PERMITS in place, provided DEVELOPER submits its ENVIRONMENTAL PERMIT APPLICATIONS as set forth in Section I.17.

9. Review, and if applicable, comment on (i) ENVIRONMENTAL PERMIT APPLICATIONS prior to DEVELOPER submitting to REGULATORY AGENCY(IES), and (ii) any draft ONGOING REGULATORY PERMITS prior to DEVELOPER executing or accepting ONGOING REGULATORY PERMITS. DISTRICT's review is necessary to avoid receiving permits with terms and conditions that may not be acceptable to DISTRICT.

10. Upon review of ENVIRONMENTAL PERMIT APPLICATIONS, DISTRICT reserves the right to request the relevant environmental permits if routine maintenance actions required by DISTRICT are not specified in ONGOING REGULATORY PERMITS for DISTRICT FACILITIES.

11. Inspect construction of DISTRICT FACILITIES.

12. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.

13. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3, exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

14. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, 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 or PROJECT are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

15. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES from DEVELOPER upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.21, (ii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete in accordance with DISTRICT, COUNTY and CITY approved IMPROVEMENT PLANS, (iii) DISTRICT receipt of stamped and signed RECORD DRAWINGS of PROJECT plans, as set forth in Section I.28, (iv) DISTRICT acceptance of all rights of way as deemed necessary by DISTRICT, COUNTY and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES, COUNTY FACILITIES and CITY FACILITY, (v) DISTRICT receipt of the related policies of title insurance, as set forth in Section I.23, (vi) DISTRICT receipt of the ONGOING REGULATORY PERMITS for DISTRICT FACILITIES described in Sections I.24. and I.25., (vii) COUNTY acceptance of COUNTY FACILITIES for ownership, operation and maintenance, (viii) CITY acceptance of CITY FACILITY for ownership, operation, and maintenance and (ix) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition. 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.

16. Provide CITY with a reproducible duplicate copy of RECORD DRAWINGS of PROJECT plans within ten (10) calendar days of receipt.

17. Upon both of the following: DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed RECORD DRAWINGS of

IMPROVEMENT PLANS as set forth in Section I.28., provide COUNTY with (i) a reproducible duplicate copy of RECORD DRAWINGS of constructed DISTRICT FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request COUNTY to release bonds held for DISTRICT FACILITIES and CITY FACILITY.

18. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, and CITY provides DISTRICT with a written request for such services under Section III.3, DISTRICT shall provide a timely response whether or not they have the resources to perform such services. If DISTRICT wishes to provide such services, DISTRICT shall provide all necessary construction inspection, materials testing and construction survey services for PROJECT and assist CITY as needed with the administration of PROJECT's construction contract. DISTRICT hereby agrees to pay all DISTRICT costs associated with the inspection of PROJECT construction, as set forth herein.

### SECTION III

COUNTY shall:

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

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

force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from COUNTY. COUNTY shall not release said bonds until DISTRICT provides COUNTY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.17.

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

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.

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

6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

7. Inspect PROJECT construction.

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

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

10. Release occupancy permits in accordance with the approved conditions of Approval for Tract Map No. 37439.

11. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way, which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by COUNTY at no cost to DISTRICT.

#### SECTION IV

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, to be reimbursed by DEVELOPER. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, CITY shall provide DISTRICT with a written request (Attn: Construction Management Section) for such services pursuant to Section II.18.

3. Upon request by DISTRICT, CITY shall review any requested Irrevocable Offer(s) of Dedication in connection with PROJECT and accept any such Irrevocable Offers of Dedication on behalf of DISTRICT. In the same action, CITY shall immediately convey the

property interest(s) associated with the requested Irrevocable Offer(s) of Dedication to DISTRICT via quitclaim or other similar conveyance document, which shall be prepared by DISTRICT. DISTRICT shall be deemed to have accepted the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication upon the recordation of the conveyance document.

4. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, provided DISTRICT (including its employees, supervisors, agents, contractors, and anyone else operating under their direction) exercises such right(s) in a safe and reasonable manner that does not adversely impact the public health and safety.

5. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITY upon (i) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, (ii) CITY inspection of PROJECT in accordance with Section I.20, (iii) CITY and DISTRICT acceptance of PROJECT construction as being complete in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS, (iv) CITY receipt of signed reproducible duplicate copy of RECORD DRAWINGS of PROJECT plans, as set forth in Section II.11, (v) CITY acceptance of all rights of way as deemed necessary by DISTRICT and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES and CITY FACILITY and (vi) CITY's sole determination that PROJECT is in a satisfactorily maintained condition. In addition to the foregoing, CITY's acceptance under this section shall not be effective until DISTRICT's acceptance of DISTRICT FACILITIES and COUNTY's acceptance of COUNTY FACILITIES under Sections II and III, above. As such, until DISTRICT accepts DISTRICT FACILITIES, and COUNTY accepts COUNTY FACILITIES, the ownership and maintenance obligations regarding CITY FACILITY shall be the sole responsibility of DEVELOPER.



6. Notwithstanding any of the foregoing, prior to accepting ownership of CITY FACILITY, PROJECT shall be in a satisfactorily maintained condition as solely determined by CITY. If, subsequent to the inspection and, in the sole discretion of CITY, CITY FACILITY is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

9. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portion of DISTRICT FACILITIES is improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

#### SECTION V

It is further mutually agreed by the Parties hereto that:

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

2. CITY, COUNTY and DEVELOPER personnel may observe and inspect all work being done on PROJECT 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. Prior to any communication with DEVELOPER under this section, DISTRICT, COUNTY and CITY personnel shall meet and confer, and agree to all communications conveyed to DEVELOPER. If DISTRICT, COUNTY and CITY should disagree as to the content of any particular communication, DISTRICT personnel agree to communicate COUNTY and CITY comments to DEVELOPER in addition to DISTRICT comments.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT, unless CITY, COUNTY and DISTRICT agree to extend the time to complete construction. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred from the proceeds of any funds received from DEVELOPER's surety to the extent any are received.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT, COUNTY and CITY reserve 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, COUNTY and CITY 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, or COUNTY's ability to operate and maintain COUNTY FACILITIES, or CITY's ability to operate and maintain CITY FACILITY, DISTRICT, COUNTY or CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT, COUNTY or CITY. Under no circumstances shall either DISTRICT, COUNTY or CITY be allowed to modify IMPROVEMENT PLANS without the consent of the other.

5. DISTRICT, COUNTY and CITY shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice, as set forth in Section I.8; however, DISTRICT's, COUNTY's and CITY'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 the Notice(s) 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, COUNTY and CITY for review and if appropriate, approval as determined by DISTRICT, COUNTY and CITY in their reasonable discretion. DISTRICT, COUNTY and CITY shall review the individual's qualifications and experience and, upon approval by DISTRICT, COUNTY and CITY, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's, COUNTY's and CITY's behalf on all PROJECT 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) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT, COUNTY and CITY designated legal holidays, unless otherwise approved in writing by DISTRICT, COUNTY and CITY. 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 to DISTRICT, COUNTY and CITY to work the additional hours. The request shall be submitted to DISTRICT, COUNTY and CITY 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, COUNTY and CITY, whose respective decisions can be given in at their sole discretion and shall be final. If permission is

granted by DISTRICT, COUNTY and CITY, 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, as well as CITY's applicable fee schedule and/or other related ordinance or regulation. Notwithstanding the foregoing, should DISTRICT agree to provide inspection and management services to CITY pursuant to a request by CITY under Section II.13 and Section IV.3, above, CITY can also agree to not require its consent under this section.

7. INDEMNIFICATION OBLIGATIONS:

- i. DEVELOPER INDEMNIFICATION OF DISTRICT AND THE COUNTY OF RIVERSIDE. DEVELOPER shall indemnify and hold harmless DISTRICT and the 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 (individually and collectively hereinafter referred to as "DISTRICT INDEMNITEES") from any liability whatsoever, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, contractors, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage, (b) bodily injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation

caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT or (d) any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its officers, employees, contractors, subcontractors, agents or representatives ("INDEMNITORS") from this Agreement.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT INDEMNITEES in any claim, proceeding or action for which indemnification is required. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT INDEMNITEES as set forth herein.

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

- ii. DEVELOPER INDEMNIFICATION OF CITY. DEVELOPER shall indemnify and hold harmless CITY, including its governing bodies, agencies, districts, councilmembers, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives, (individually and collectively "CITY INDEMNITEES") from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to this Agreement, or DEVELOPER's (including its officers, employees, subcontractors, agents or representatives) actual or alleged acts or omissions related to this Agreement, DEVELOPER's performance under this Agreement, or DEVELOPER's failure to comply with the requirements of this Agreement, including, but not limited to: (a) property damage, (b) bodily injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT or (d) any other element of any kind or nature whatsoever.

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), CITY INDEMNITEES with legal counsel reasonably satisfactory to CITY in any claim proceeding or action for which indemnification is required. If DEVELOPER fails to meet its indemnification obligation, CITY shall have the right, but not

the obligation, to do so with counsel of their own choosing, with no right of approval by DEVELOPER and, if it does, DEVELOPER shall promptly pay CITY's full cost thereof, with payments made at least on a monthly basis.

DEVELOPER's indemnification obligations as to CITY INDEMNITEES shall be satisfied when DEVELOPER has provided to CITY a form of dismissal regarding any liability for the claim, proceeding or action involved, and CITY determines that the form of dismissal is adequate in their sole and absolute discretion. Notwithstanding the foregoing, DEVELOPER shall enter into no settlement agreement or final resolution of any pending claim covered under this subsection, without CITY's prior written approval.

- iii. Should DISTRICT and CITY fail to agree with the implementation of this section, or if a pending claim pertains to only one of the two Parties, DEVELOPER shall be required to comply with this section as to DISTRICT and CITY individually.
- iv. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT INDEMNITEES and/or CITY INDEMNITEES from third party claims.
- v. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT

INDEMNITEES or CITY INDEMNITEES to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officer, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, or the County of Riverside, or 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, after the acceptance of ownership, operation and maintenance of DISTRICT FACILITIES by DISTRICT.

9. Any waiver by any Party 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 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 any Party from enforcement hereof.

10. This Agreement is to be construed in accordance with the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect without being impaired or invalidated in any way.



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

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

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

To CITY: CITY OF MENIFEE  
29844 Haun Road  
Menifee, CA 92586  
Attn: Alberto Paiva, City Engineer  
Land Development Section

To DEVELOPER: D. R. HORTON LOS ANGELES HOLDING COMPANY, INC.  
980 Montecito Drive, Suite 300  
Corona, CA 92879  
Attention: Robert J. Skands

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, as such the authorship of this Agreement shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form. Likewise, any uncertainty or ambiguity in this Agreement shall not be construed against CITY because CITY participated in the preparation of this Agreement.

14. The rights, obligations, and releases (including the indemnification obligations) of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

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

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

17. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matters 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.

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

December 17, 2024.  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By Ryan Yabko  
RYAN YABKO  
Deputy County Counsel

By Kimberly Rector  
Deputy  
(SEAL)

[SIGNED IN COUNTERPART]

Cooperative Agreement with County of Riverside, City of Menifee  
and D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stage 1  
Project No. 4-0-00412  
Tract Map No. 37439  
AMR:blj  
10/09/24

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
DENNIS ACUNA  
Director of Transportation

By   
CHUCK WASHINGTON, Chairman  
Board of Supervisors

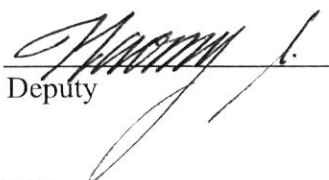
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
STEPHANIE K. NELSON  
Deputy County Counsel

By   
Deputy  
  
(SEAL)

Cooperative Agreement with County of Riverside, City of Menifee and  
D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stage 1  
Project No. 4-0-00412  
Tract Map No. 37439  
AMR:blj  
10/09/24

DEC 17 2024 3.29/11.2

RECOMMENDED FOR APPROVAL:      **CITY OF MENIFEE**

By \_\_\_\_\_  
ALBERTO PAIVA  
City Engineer

By \_\_\_\_\_  
ARMANDO G. VILLA  
City Manager

APPROVED AS TO FORM:

ATTEST:


By \_\_\_\_\_  
JEFFREY T. MELCHING  
City Attorney

By \_\_\_\_\_  
STEPHANIE ROSEEN  
Acting City Clerk

(SEAL)

Cooperative Agreement with County of Riverside, City of Menifee and  
D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stage 1  
Project No. 4-0-00412  
Tract Map No. 37439  
AMR:bjj  
10/09/24

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

By   
BARBARA M. SCULL  
Vice President and SoCal South Division  
President

By   
JENNIFER L. O'LEARY  
Authorized Signatory

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement with County of Riverside, City of Menifee and  
D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stage 1  
Project No. 4-0-00412  
Tract Map No. 37439  
AMR:blj  
10/09/24

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Riverside }  
On October 23, 2024 before me, Ginger Lovett, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Barbara M. Scull & Jennifer L. O'Leary  
*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 [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

# EXHIBIT A

## **LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

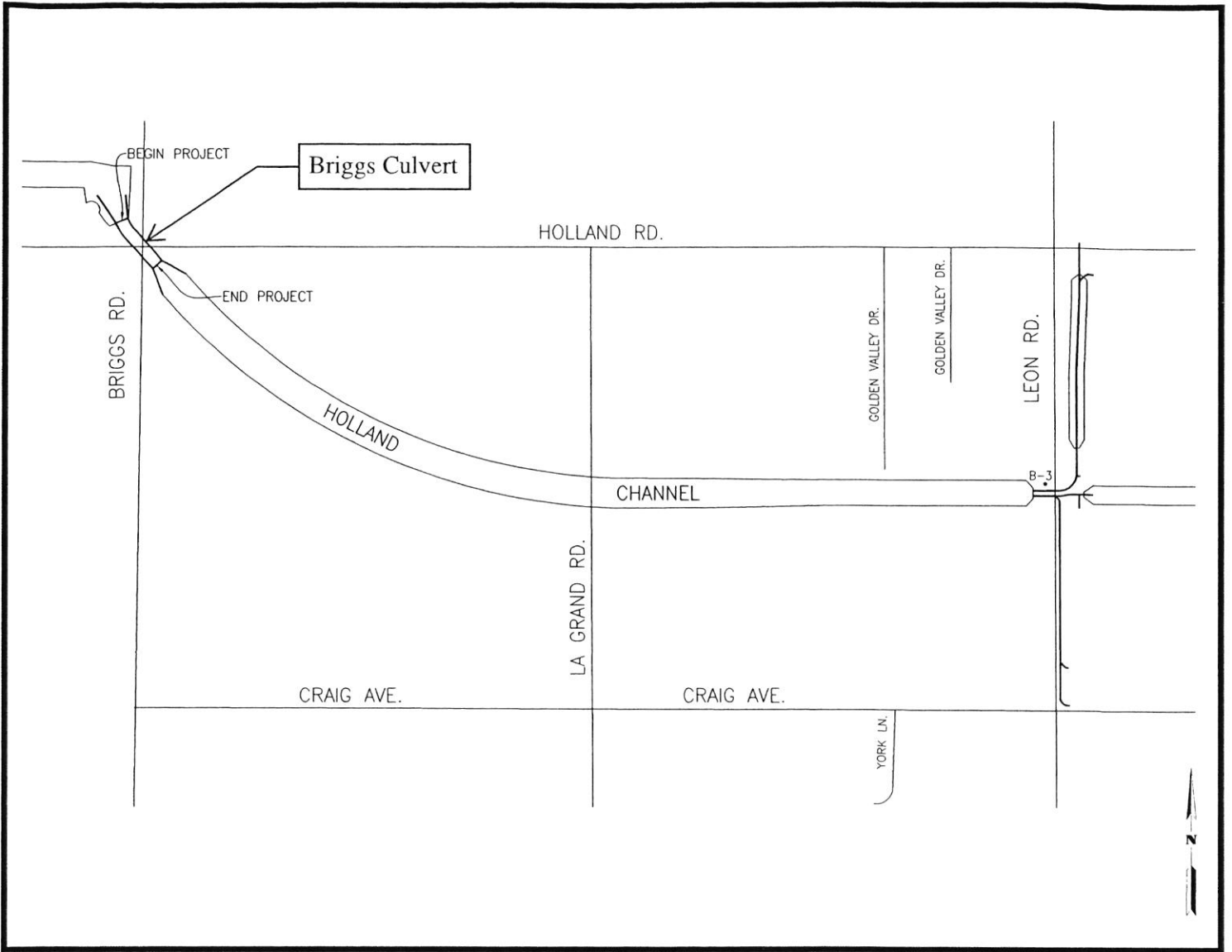
PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE CONSTRUCTION OF A FLOOD CONTROL CHANNEL AND THE INSTALLATION OF OTHER UNDERGROUND UTILITIES AS DESCRIBED IN THAT CERTAIN AGREEMENT REGARDING GRANT OF EASEMENTS, CONSTRUCTION OF FLOOD CONTROL IMPROVEMENTS AND FLOOD CONTROL CHANNEL RECORDED SEPTEMBER 14, 2005 AS INSTRUMENT NO. 2005-0757896, OF OFFICIAL RECORDS.

THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019 AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

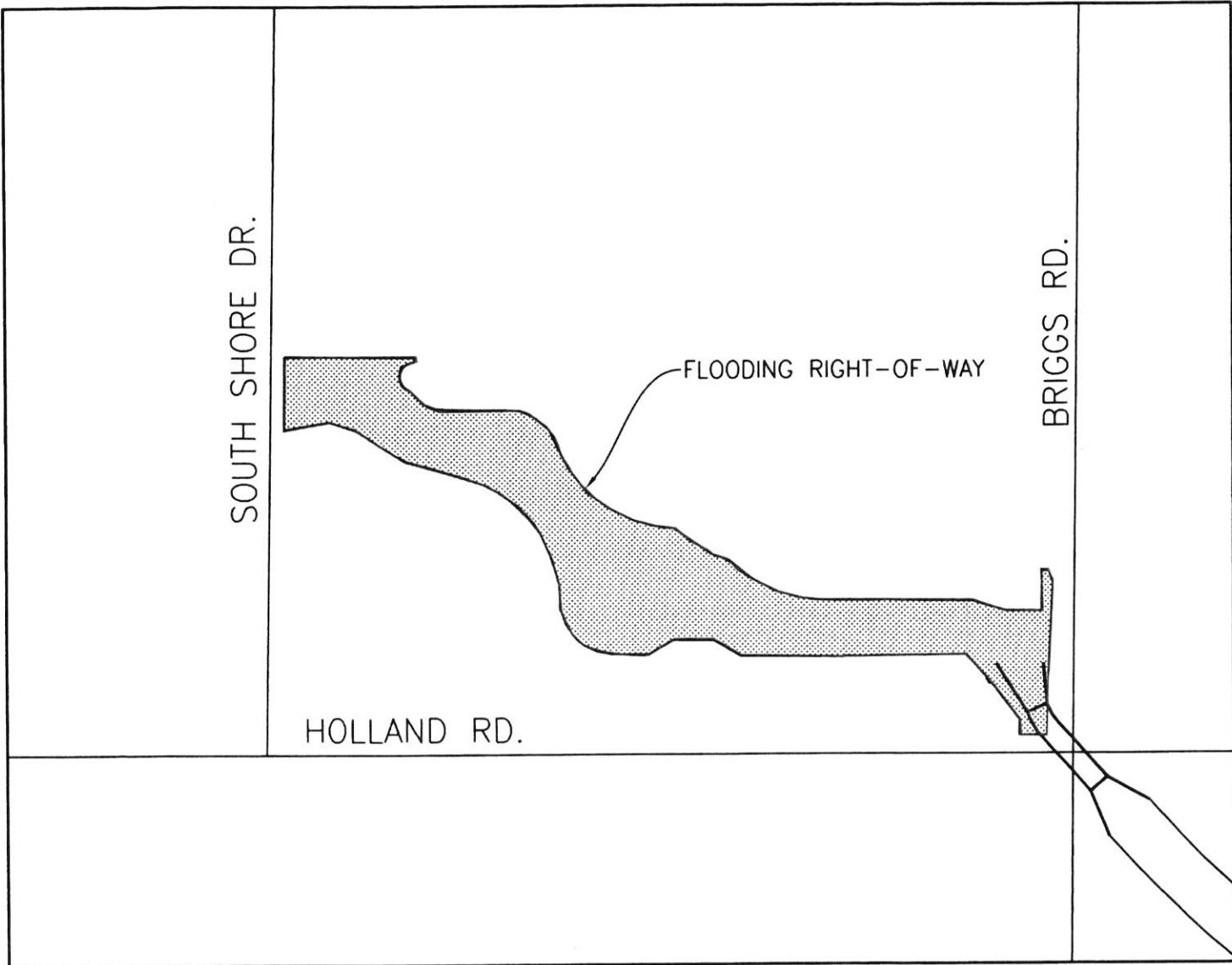


# EXHIBIT B



COOPERATIVE AGREEMENT  
Tract Map No. 37439, DWG 4-1214  
Menifee Valley - Holland Channel Stage 1  
Project Number 4-0-00412

EXHIBIT C



COOPERATIVE AGREEMENT  
Tract Map No. 37439, DWG 4-1214  
Menifee Valley - Holland Channel Stage 1  
Project Number 4-0-00412

## Exhibit D

DISTRICT's and CITY's Required Insurance are as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District, the County of Riverside, and CITY.

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. Additionally, Commercial General Liability insurance no less broad than ISO form CG 00 01. Policy shall name DISTRICT and CITY and 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 \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. DISTRICT and CITY must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of DEVELOPER. DISTRICT and CITY shall continue to be an additional insured for completed operations for two years after completion of the work. If DEVELOPER maintains higher limits than the specified minimum limits, DISTRICT and CITY require and shall be entitled to coverage for the higher limits maintained by DEVELOPER.

## Exhibit D

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT and CITY and 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 Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy, which shall be reasonably acceptable to DISTRICT and CITY.

E. Pollution and Asbestos Liability:

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

## Exhibit D

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

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

In the event, DEVELOPER or its construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, DEVELOPER or its construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT and CITY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT, CITY, and DEVELOPER, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT, CITY, 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 DISTRICT Risk Manager and CITY. If the DISTRICT's Risk Manager and CITY waive a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

## Exhibit D

- 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 DISTRICT Risk Manager and CITY before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT or CITY and at the election of CITY or the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT and CITY 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 CITY or the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT and CITY 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.
- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receive, 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.
- v. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's and

## Exhibit D

- vi. CITY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vii. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in CITY's or the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- viii. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.
- ix. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
- x. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

DEVELOPER hereby agrees to waive rights of subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss. DEVELOPER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY or DISTRICT has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Riverside, CITY, and the Riverside County Flood Control and Water Conservation District for all work performed by the DEVELOPER, its employees, agents, contractors and subcontractors.

The insurance required by this section must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the DEVELOPER must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

COOPERATIVE AGREEMENT

Menifee Valley - Holland Channel, Stage 2  
Menifee Valley - Holland Channel, Stage 3  
Menifee Valley - Leon Road Channel and Storm Drains  
Menifee Valley - Leon Road Lateral Storm Drain, Stage 1  
Menifee Valley - Holland Channel, Stage 4  
Menifee Valley - Holland Channel Lateral Storm Drains  
Menifee Valley - Eucalyptus Road Storm Drain  
Menifee Valley - Craig Avenue Lateral Storm Drain, Stage 1  
Menifee Valley - Craig Avenue Lateral Storm Drain, Stage 2  
Menifee Valley - Leon Road Lateral Storm Drain, Stage 2  
Project Nos. 4-0-00412, 4-0-00413, 4-0-00416, 4-0-00417, 4-0-00418 and 4-0-00419  
Tract Map No. 37439

This Cooperative Agreement ("Agreement"), dated as of December 17, 2024

is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY"), BRPLD, LLC, a Delaware limited liability company and D.R. Horton Los Angeles Holding Company, Inc., a California corporation (collectively, "DEVELOPER"). DISTRICT, COUNTY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as the "Parties." The Parties hereby agree as follows:

RECITALS

A. Pursuant to a certain Grant Deed dated April 22, 2022, and recorded as Document No. 2022-0192141, BRPLD, LLC was the legal owner of record of certain real property located within the County of Riverside as referenced on Exhibit "A" attached hereto and made a part hereof and identified as Tract Map No. 37439; and

B. D.R. Horton Los Angeles Holding Company, Inc. has acquired fee title to certain real property located within the County of Riverside, pursuant to a certain Grant Deed dated June 25, 2024, and recorded as Document No. 2024-0183888, as referenced on Exhibit "A"; and



C. The required flood control facilities and drainage improvements related to Tract Map No. 37439, are shown on DISTRICT Drawings described in subparagraphs (i) through (iv) below, the relevant portions of which are shown in concept on Exhibit "B" attached hereto and made a part hereof, include the construction of the following:

i. DISTRICT Drawing No. 4-1215:

a. Menifee Valley - Holland Channel, Stage 2 ("HOLLAND CHANNEL STAGE 2") consists of approximately 5,326 lineal feet of earthen trapezoidal channel, its associated transition structures and access road. At its downstream terminus, HOLLAND CHANNEL STAGE 2 will connect to the proposed Menifee Valley - Holland Channel, Stage 1 facility, as shown on DISTRICT's Drawing No. 4-1214;

ii. DISTRICT Drawing No. 4-1216:

a. Menifee Valley - Holland Channel, Stage 3 ("HOLLAND CHANNEL STAGE 3") consists of approximately 347 lineal feet of 14'W x 7'H double RCB, including its associated transition structures and access road. At its downstream terminus, HOLLAND CHANNEL STAGE 3 will connect to the proposed HOLLAND CHANNEL STAGE 2 facility, as shown on DISTRICT's Drawing No. 4-1215;

b. Menifee Valley - Leon Road Channel & Storm Drain ("LEON ROAD CHANNEL & STORM DRAINS") consists of approximately 457 lineal feet of 14'W x 7'H double RCB, approximately 1,000 lineal feet trapezoidal channel, including its

- associated transition structures, approximately 184 lineal feet of 8' W x 7' H RCB, approximately 46 lineal feet of 30-inch reinforced concrete pipe ("RCP") and access road;
- c. Menifee Valley - Leon Road Lateral Storm Drain, Stage 1 ("LEON ROAD LATERAL STAGE 1") consists of approximately 1,154 lineal feet of 60-inch RCP, 81 lineal feet of 54-inch RCP and 50 lineal feet of 48-inch RCP, which ends with concrete bulkheads for future extension;
- iii. DISTRICT Drawing No. 4-1217:
- a. Menifee Valley - Holland Channel, Stage 4 ("HOLLAND CHANNEL STAGE 4") consists of approximately 3,052 lineal feet of earthen trapezoidal channel, including its associated transition structures, approximately 119 lineal feet of 14'W x 7'H double RCB, approximately 213 lineal feet of 8' W x 7'H double RCB and access road. At its downstream terminus, HOLLAND CHANNEL STAGE 4 will connect to the proposed HOLLAND CHANNEL STAGE 3 facility, as shown on DISTRICT's Drawing No. 4-1216;
- b. Menifee Valley - Holland Channel Lateral Storm Drains ("HOLLAND CHANNEL LATERAL STORM DRAINS") consist of approximately 890 lineal feet of 48-inch RCP and approximately 28 lineal feet of 36-inch RCP;
- c. Menifee Valley - Eucalyptus Road Storm Drain ("EUCALYPTUS ROAD STORM DRAIN") consists of approximately 103 feet of

6.5'W x 5'H RCB and approximately 1,616 lineal feet of 78-inch RCP;

- d. Menifee Valley - Craig Avenue Lateral Storm Drain, Stage 1 ("CRAIG AVENUE LATERAL STAGE 1") consists of approximately 947 lineal feet of underground storm drain system ranging in diameter from 66-inch to 48-inch RCP;
  - e. Menifee Valley - Craig Avenue Lateral Storm Drain, Stage 2 ("CRAIG AVENUE LATERAL STAGE 2") consists of approximately 88 lineal feet of 54-inch RCP;
  - f. Menifee Valley - Leon Road Lateral Storm Drain, Stage 2 ("LEON ROAD LATERAL STAGE 2") consists of approximately 257 lineal feet of 48-inch RCP and approximately 148 lineal feet of 42-inch RCP;
- iv. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval; and

D. Together, HOLLAND CHANNEL STAGE 2, HOLLAND CHANNEL STAGE 3, LEON ROAD CHANNEL & STORM DRAINS, LEON ROAD LATERAL STAGE 1, HOLLAND CHANNEL STAGE 4, HOLLAND CHANNEL LATERAL STORM DRAINS, EUCALYPTUS ROAD STORM DRAIN, CRAIG AVENUE LATERAL STAGE 1, CRAIG

AVENUE LATERAL STAGE 2, LEON ROAD LATERAL STAGE 2 and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES includes the construction of (i) approximately 23 lineal feet of 54-inch RCP and 83 lineal feet of 48-inch RCP and (ii) certain lateral storm drains that are 36-inches or less in diameter, which includes various catch basins, curb and gutters, U headwalls and basin outlet structures within COUNTY rights of way, hereinafter called "COUNTY FACILITIES"; and

F. Associated with construction of DISTRICT FACILITIES and COUNTY FACILITIES includes the construction of (i) approximately 18 lineal feet of 24-inch RCP and corrugated metal pipe ("CMP") and approximately 24 lineal feet of 30-inch RCP and CMP ("STORM DRAINS") and (ii) side slopes ("SLOPES") located within DEVELOPER held rights of way or easements. STORM DRAINS and SLOPES are hereinafter called "DEVELOPER FACILITIES"; and

G. Together, DISTRICT FACILITIES, COUNTY FACILITIES and DEVELOPER FACILITIES are hereinafter called ("PROJECT"); and

H. All Parties recognize that the access roads seek to accommodate a proposed public access trail along the proposed HOLLAND CHANNEL STAGE 2, HOLLAND CHANNEL STAGE 3 and HOLLAND CHANNEL STAGE 4 interior maintenance access roads ("FUTURE TRAIL"). FUTURE TRAIL is proposed to be constructed within rights of way to be conveyed to DISTRICT. Subsequently, FUTURE TRAIL is anticipated to be maintained by the Valley-Wide Recreation and Park District ("VALLEY-WIDE"). DISTRICT intends to enter into a separate license agreement with VALLEY-WIDE setting forth the operation and maintenance responsibilities for FUTURE TRAIL; and

I. On or about March 30, 2023, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced construction of the at-risk portions of DISTRICT FACILITIES; and

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

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

L. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and COUNTY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, (iv) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES, as set forth herein and (v) 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 the operation and maintenance of COUNTY FACILITIES as set forth herein; and

M. COUNTY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES and COUNTY for COUNTY FACILITIES, (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way, (iii) convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES

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

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

#### SECTION I

DEVELOPER shall:

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

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

3. By execution of this Agreement, grant DISTRICT and COUNTY 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.

4. Upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 37439 or any phase thereof, whichever occurs first, provide COUNTY with faithful performance and payment bonds in accordance with COUNTY's Ordinance No. 460, including any amendments thereto, for the estimated cost of construction of (i) DISTRICT FACILITIES as determined by DISTRICT and (ii) of COUNTY FACILITIES as determined by COUNTY. The surety, amount and form of the bonds shall list COUNTY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance and COUNTY FACILITIES are accepted by 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. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from COUNTY.

5. Upon DISTRICT's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section the estimated cost of providing construction inspection for DISTRICT FACILITIES in an amount as determined and approved by DISTRICT in accordance with COUNTY's

Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

6. Upon DISTRICT's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT or COUNTY.

8. Upon DISTRICT's approval of IMPROVEMENT PLANS and prior to commencing construction of PROJECT, furnish DISTRICT (Attention: Contract Services Section) with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and COUNTY's approval.

9. Upon DISTRICT's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and COUNTY. At minimum, the procured



insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT and COUNTY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT approval of IMPROVEMENT PLANS or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 37439 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and COUNTY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and COUNTY.

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

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

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

14. After receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and COUNTY with twenty (20) calendar days written notice of intent to start construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

15. Prior to commencing construction, obtain and furnish DISTRICT (Attention: Plan Check Section) and COUNTY each with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction of PROJECT. Such documents may include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

16. Prior to commencing construction, submit all environmental documentation and applications related to the operation and maintenance ("ENVIRONMENTAL PERMIT APPLICATIONS") of DISTRICT FACILITIES to DISTRICT (Attn: Regulatory Section IV) for review and approval to ensure that any environmental conditions (i.e., CEQA mitigation measures, permit terms and conditions, etc.) imposed on the PROJECT will not have a negative impact on operations and maintenance of future DISTRICT FACILITIES. If routine maintenance actions required by DISTRICT for DISTRICT FACILITIES are not specified in the REGULATORY PERMITS, such as mowing, sediment removal, etc., DEVELOPER shall obtain the requisite regulatory approvals that cover DISTRICT's operations and maintenance activities needed to maintain DISTRICT FACILITIES to the satisfaction of DISTRICT.

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

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

19. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

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

21. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to COUNTY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in cross-hatched on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and COUNTY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

23. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES. DISTRICT FACILITIES shall be in a satisfactorily

maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER. DEVELOPER shall continue to be responsible to own, operate and maintain DEVELOPER FACILITIES.

24. Prior to acceptance of any DISTRICT FACILITIES, and if considered jurisdictional, obtain all necessary permits, approvals or agreement for the continuing operation and maintenance ("ONGOING REGULATORY PERMITS") for DISTRICT FACILITIES, as required by any federal, state or local resource and/or regulatory agency. This requirement shall apply even if permits were not required for construction. ONGOING REGULATORY PERMITS include, but are not limited to, those issued by the U.S. Army Corps of Engineers, State Water Resources Control Board, Regional Water Quality Control Board, California Department of Fish and Wildlife and the Western Riverside County Regional Conservation Authority or the Coachella Valley Conservation Commission, collectively and individually referred to as REGULATORY AGENCY(IES). DISTRICT will not accept DISTRICT FACILITIES until the ONGOING REGULATORY PERMITS have been reviewed and deemed acceptable to DISTRICT. DEVELOPER is required to provide DISTRICT with copies of each permit application prior to submitting to the respective REGULATORY AGENCY(IES) and prior to accepting or executing ONGOING REGULATORY PERMITS, as this will avoid receiving a permit with terms and conditions that are deemed unacceptable to DISTRICT.

25. Not cause ONGOING REGULATORY PERMITS to conflict with DISTRICT's ability to operate and maintain DISTRICT FACILITIES. If DEVELOPER provides ONGOING REGULATORY PERMITS that are deemed unacceptable to DISTRICT, DEVELOPER may be required to update or amend them prior to DISTRICT acceptance of DISTRICT FACILITIES.

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 (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings" DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office, after which, the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings."

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

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

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the County of Riverside Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.12.
5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's written notice of intent to start construction as set forth in Section I.14., however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to DISTRICT's staff availability.
6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.
7. Allow DEVELOPER to proceed with the construction of DISTRICT FACILITIES without the necessary ONGOING REGULATORY PERMITS in place, provided DEVELOPER submits its ENVIRONMENTAL PERMIT APPLICATIONS as set forth in Section I.16.
8. Review and, if applicable, comment on (i) ENVIRONMENTAL PERMIT APPLICATIONS prior to DEVELOPER submitting to REGULATORY AGENCY(IES) and (ii) any draft ONGOING REGULATORY PERMITS prior to DEVELOPER executing or accepting ONGOING REGULATORY PERMITS. DISTRICT's review is necessary to avoid receiving permits with terms and conditions that may not be acceptable to DISTRICT.

9. Upon review of ENVIRONMENTAL PERMIT APPLICATIONS, DISTRICT reserves the right to request the relevant environmental permits if routine maintenance actions required by DISTRICT are not specified in ONGOING REGULATORY PERMITS for DISTRICT FACILITIES.

10. Inspect construction of DISTRICT FACILITIES.

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

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

13. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLAN as set forth in Section I.26., provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

14. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, 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.



15. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to COUNTY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT.

16. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.26., (iv) recordation of all conveyance documents described in Section I.21, (v) receipt of all required policies of title insurance described in Section I.22., (vi) DISTRICT receipt of ONGOING REGULATORY PERMITS for DISTRICT FACILITIES described in Sections I.24. and I.25., (vii) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (viii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

17. Upon both of the following: DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.26., provide COUNTY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request COUNTY to release bonds held for DISTRICT FACILITIES and COUNTY FACILITIES.

### SECTION III

COUNTY shall:

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

2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of COUNTY Ordinance No. 460, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by COUNTY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds shall list DISTRICT and COUNTY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance, 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. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from COUNTY. COUNTY shall not release said bonds until DISTRICT provides COUNTY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.17.

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

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.

5. By execution of this Agreement, consent to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
7. Inspect PROJECT construction.
8. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, to the rights of way as shown in concept in "cross-hatched" on Exhibit "D."
9. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, (ii) COUNTY's final inspection of COUNTY FACILITIES and (iii) COUNTY's sole determination that COUNTY FACILITIES are in a satisfactorily maintained condition.
10. Release occupancy permits in accordance with the approved conditions of Approval for Tract Map No. 37439.
11. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way, which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are

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

#### SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

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

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

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after commencement of construction of PROJECT, it is expressly understood that since time is of the essence in this Agreement, unless DISTRICT and COUNTY agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority (i) for DISTRICT to terminate the Agreement and (ii) for COUNTY to require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds for DISTRICT to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. In the event, COUNTY and DISTRICT elect to proceed under Section IV.5.ii, the following provisions (a) and (b) apply:

- a. DEVELOPER grants to DISTRICT and DISTRICT's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 37439 to complete construction and perform any other remaining work on DISTRICT FACILITIES and COUNTY FACILITIES. This right of entry shall terminate when such construction and any other remaining work is complete.
- b. COUNTY shall enforce the bonds and subsequently reimburse DISTRICT for DISTRICT costs incurred. If funds from the bond are insufficient to cover both COUNTY and DISTRICT costs, COUNTY and DISTRICT shall negotiate an allocation of funds between them and determine whether COUNTY or DISTRICT shall cover the remaining costs.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR, however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

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

time required in connection with the overtime work in accordance with COUNTY Ordinance Nos. 671 and 749, including any amendments thereto.

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to identify, defend and hold harmless DISTRICT and COUNTY (including each of their respective 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, action, claim or damage whatsoever, based or asserted upon any acts, omissions or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") 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. DEVELOPER or DEVELOPER's construction contractor(s) 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) in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. 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 COUNTY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein.

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

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. 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 or DEVELOPER's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

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



liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT or COUNTY.

14. 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.

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

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

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

To DEVELOPER: BRPLD, LLC  
3200 Park Center Drive, Suite 1000  
Costa Mesa, CA 92626  
Attention: Shaun Bowen

D.R. HORTON LOS ANGELES  
HOLDING COMPANY, INC.  
980 Montecito Drive, Suite 300  
Corona, CA 92879  
Attn: VP, Forward Planning

16. 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.

17. 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.

18. 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.

19. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

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

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 37439, DEVELOPER shall notify DISTRICT and COUNTY of any such transfer or assignment in writing no later than (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, COUNTY, DEVELOPER and the new owner(s) of Tract Map No. 37439 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement hereunder to the new owner(s) of Tract Map No. 37439.

23. 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.

24. 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.

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

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

December 17, 2024  
(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, 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: [Signature]  
RYAN YABKO  
Deputy County Counsel

By: [Signature]  
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement with the County of Riverside and BRPLD LLC and  
D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stages 1, 2, 3 and 4 and Back Bone Storm Drains  
Project Nos. 4-0-00412, 4-0-00413, 4-0-00416, 4-0-00417, 4-0-00418 and 4-0-00419  
Tract Map No. 37439  
AMR:blj:rlp  
10/21/24

DEC 17 2024 3.29/11.2

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: ~~\_\_\_\_\_~~  
DENNIS ACUNA  
Director of Transportation

By:   
CHUCK WASHINGTON, Chairman  
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]

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Tract Map No. 37439  
AMR:blj:rlp  
10/21/24

DEC 17 2024 329/11.2

**BRPLD LLC,**  
a Delaware limited liability company

By: Brookfield Southern California Land LLC,  
its Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

**John M. Ogren**

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

**Vice President**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Nicole Burdette**

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

**President**

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement with the County of Riverside and BRPLD LLC and  
D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stages 1, 2, 3 and 4 and Back Bone Storm Drains  
Project Nos. 4-0-00412, 4-0-00413, 4-0-00416, 4-0-00417, 4-0-00418 and 4-0-00419  
Tract Map No. 37439  
AMR:blj:rlp  
10/21/24

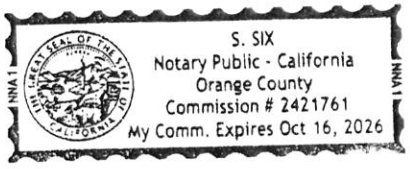
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF Orange ) ss.

On October 23, 2024, before me, S Six, Notary Public, personally appeared Nicole Burdette, John M Ogren, 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.



S Six  
Notary Public

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

By   
BARBARA M. SCULL  
Vice President and SoCal South Division President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement with the County of Riverside, BRPLD LLC and  
D.R. Horton Los Angeles Holding Company, Inc.  
Menifee Valley - Holland Channel, Stages 2, 3 and 4 and Back Bone Storm Drains  
Project Nos. 4-0-00412, 4-0-00413, 4-0-00416, 4-0-00417, 4-0-00418 and 4-0-00419  
Tract Map No. 37439  
AMR:blj:rlp  
10/21/24



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Riverside }  
On October 23, 2024 before me, Ginger Lovett, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Barbara M. Scull  
*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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
*Signature of Notary Public*

**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: \_\_\_\_\_

# Exhibit A

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

### **BRPLD, LLC PROPERTY:**

PARCEL 1: (APN 466-310-002)

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (APN 466-310-026)

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE CONSTRUCTION OF A FLOOD CONTROL CHANNEL AND THE INSTALLATION OF OTHER UNDERGROUND UTILITIES AS DESCRIBED IN THAT CERTAIN AGREEMENT REGARDING GRANT OF EASEMENTS, CONSTRUCTION OF FLOOD CONTROL IMPROVEMENTS AND FLOOD CONTROL CHANNEL RECORDED SEPTEMBER 14, 2005, AS INSTRUMENT NO. 2005-0757896, OF OFFICIAL RECORDS.

THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019, AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

### **D.R. HORTON PROPERTY:**

PARCEL 1:

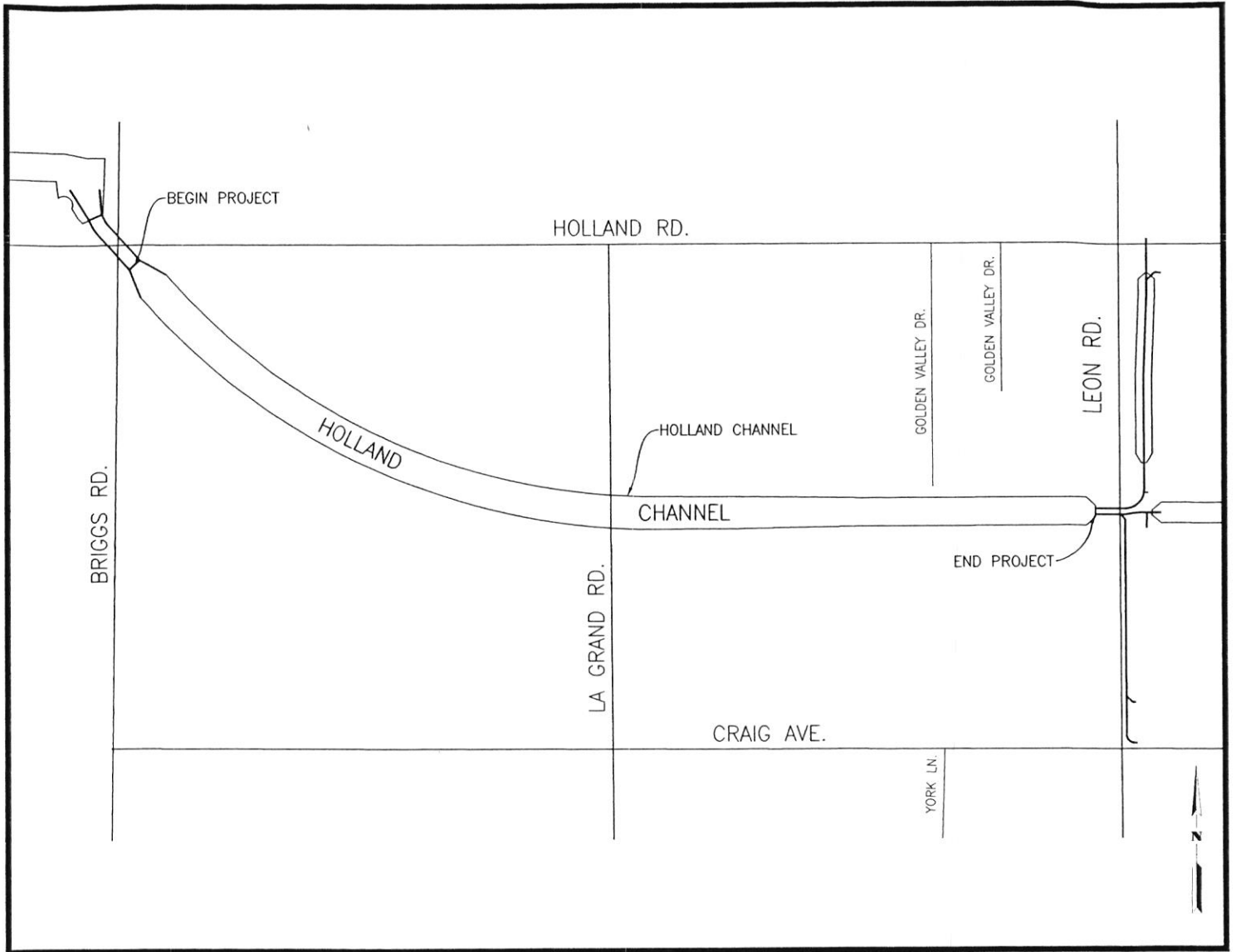
LOTS 1 THROUGH 27, INCLUSIVE, 29 THROUGH 48, INCLUSIVE, 53 THROUGH 62, INCLUSIVE, 69 THROUGH 82, INCLUSIVE, 103 THROUGH 109, INCLUSIVE, 131 THROUGH 136, INCLUSIVE, 139 THROUGH 142, INCLUSIVE, 146 THROUGH 170, INCLUSIVE, 180 THROUGH 192, INCLUSIVE, 195 THROUGH 220, INCLUSIVE, 222 THROUGH 225, INCLUSIVE, 249 THROUGH 251, INCLUSIVE, 448 THROUGH 454, INCLUSIVE, 461, 462, AND 464 OF TRACT NO. 37439, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 491, PAGES 59 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE CONSTRUCTION OF A FLOOD CONTROL CHANNEL AND THE INSTALLATION OF OTHER UNDERGROUND UTILITIES AS DESCRIBED IN THAT CERTAIN AGREEMENT REGARDING GRANT OF EASEMENTS, CONSTRUCTION OF FLOOD CONTROL IMPROVEMENTS AND FLOOD CONTROL CHANNEL RECORDED SEPTEMBER 14, 2005, AS INSTRUMENT NO. 2005-0757896, OF OFFICIAL RECORDS.

THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019, AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

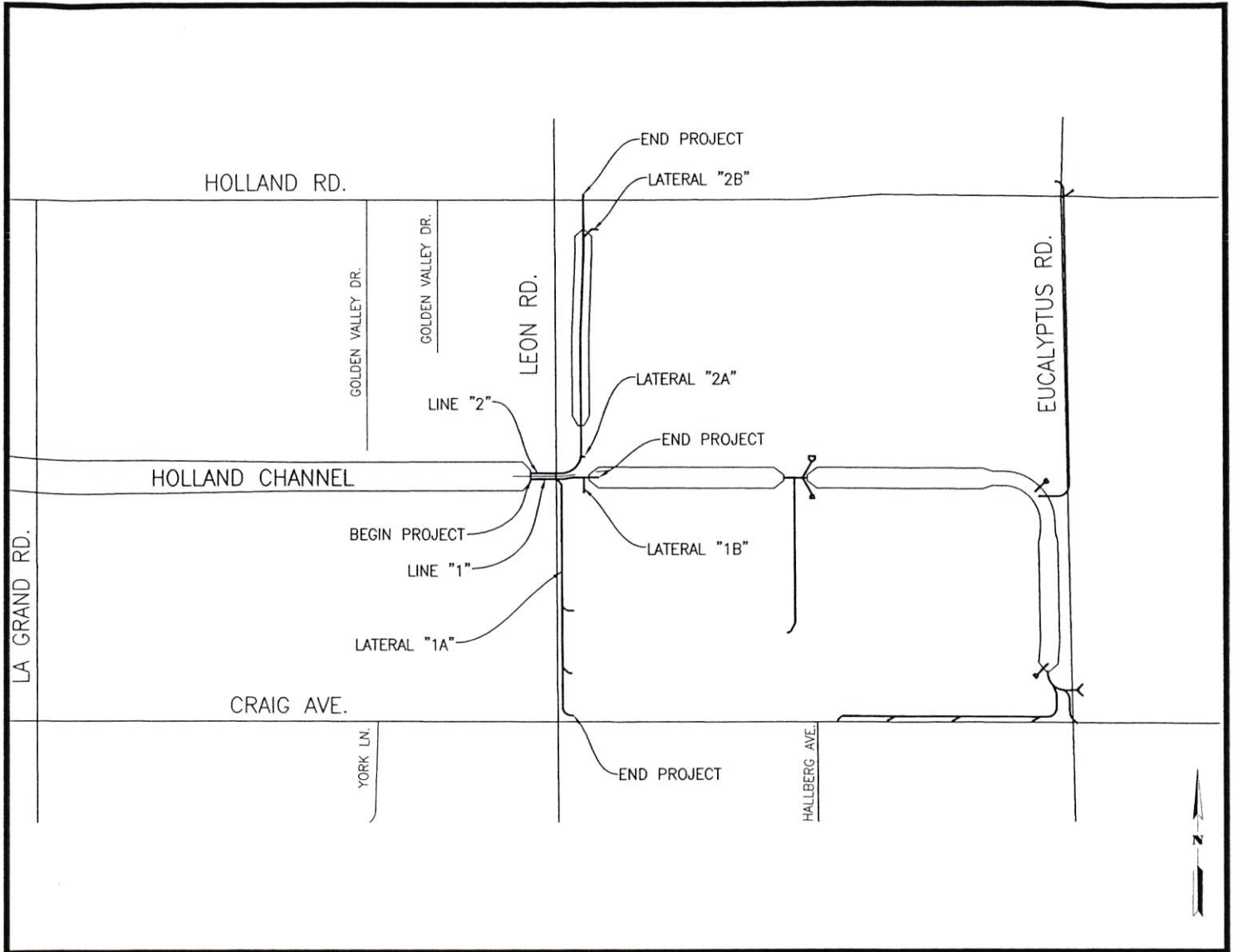
# Exhibit B



## COOPERATIVE AGREEMENT

Tract Map No. 37439, DWG 4-1215  
Menifee Valley - Holland Channel Stage 2  
Project Number 4-0-00412

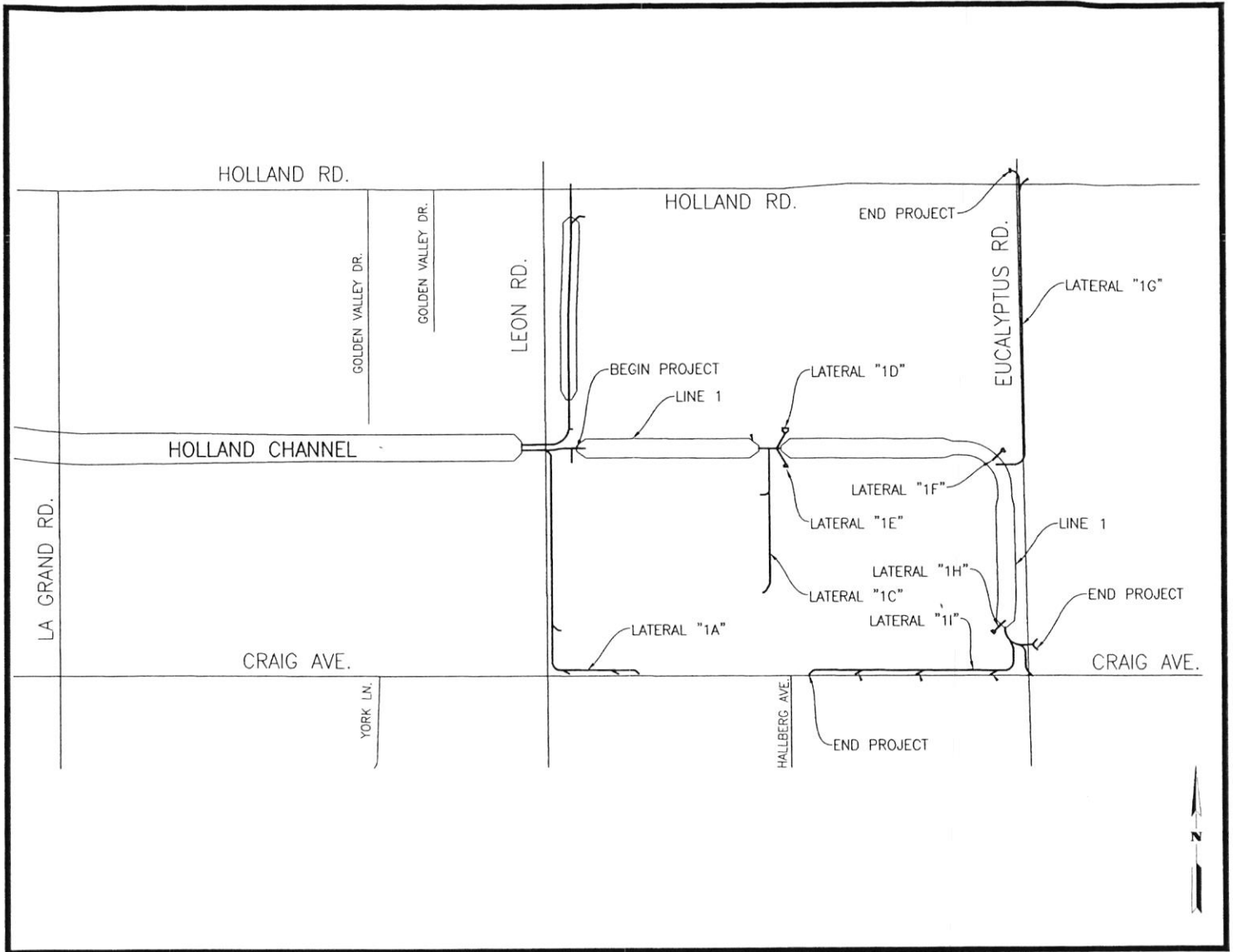
# Exhibit B



## COOPERATIVE AGREEMENT

Tract Map No. 37439, DWG 4-1216  
Menifee Valley - Holland Channel Stage 3  
Project Number 4-0-00412  
Menifee Valley - Leon Road Channel & Storm Drain  
Project Number 4-0-00413  
Menifee Valley - Leon Road Lateral Storm Drain  
Project Number 4-0-00416 Stage 1

# Exhibit B



## COOPERATIVE AGREEMENT

- Tract Map No. 37439, DWG 4-1217
- Menifee Valley - Holland Channel Stage 4
- Project Number 4-0-00412
- Menifee Valley - Holland Channel Lateral Storm Drains
- Project Number 4-0-00417
- Menifee Valley - Eucalyptus Road Storm Drain
- Project Number 4-0-00418
- Menifee Valley - Craig Avenue Lateral Storm Drain Stages 1 & 2
- Project Number 4-0-00419
- Menifee Valley - Leon Road Lateral Storm Drain Stage 2
- Project Number 4-0-00416

## Exhibit C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

## Exhibit C

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and

## Exhibit C

related investigations, claims administration, and defense costs and expenses.

- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes,

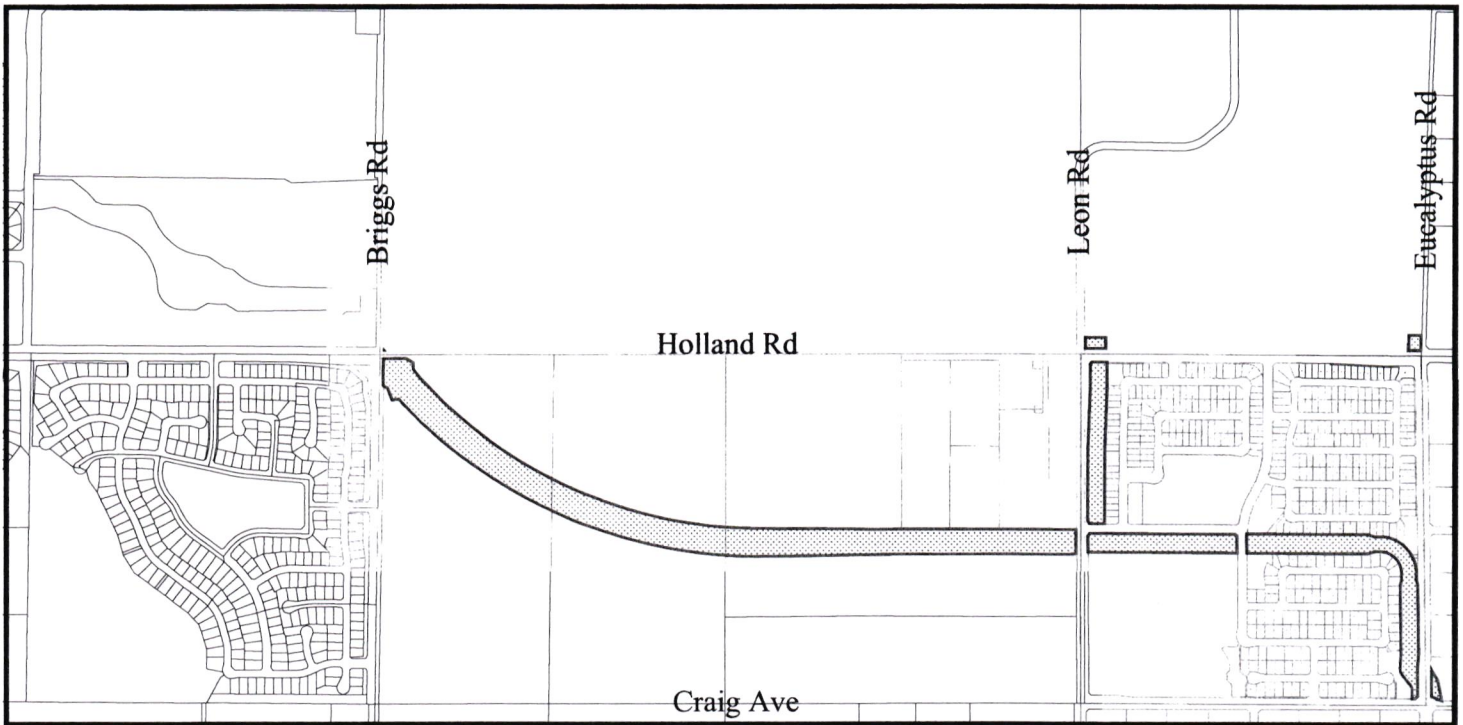


## Exhibit C

etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

# EXHIBIT D



Storm Drain/Channel Easements 



SCALE: 1"=1400'

## COOPERATIVE AGREEMENT

Tract Map No. 37439

DWG 4-1215

Menifee Valley - Holland Channel Stage 2, Project Number 4-0-00412

DWG 4-1216

Menifee Valley - Holland Channel Stage 3, Project Number 4-0-00412

Menifee Valley - Leon Road Channel & Storm Drain, Project Number 4-0-00413

Menifee Valley - Leon Road Lateral Storm Drain, Project Number 4-0-00416 Stage 1

DWG 4-1217

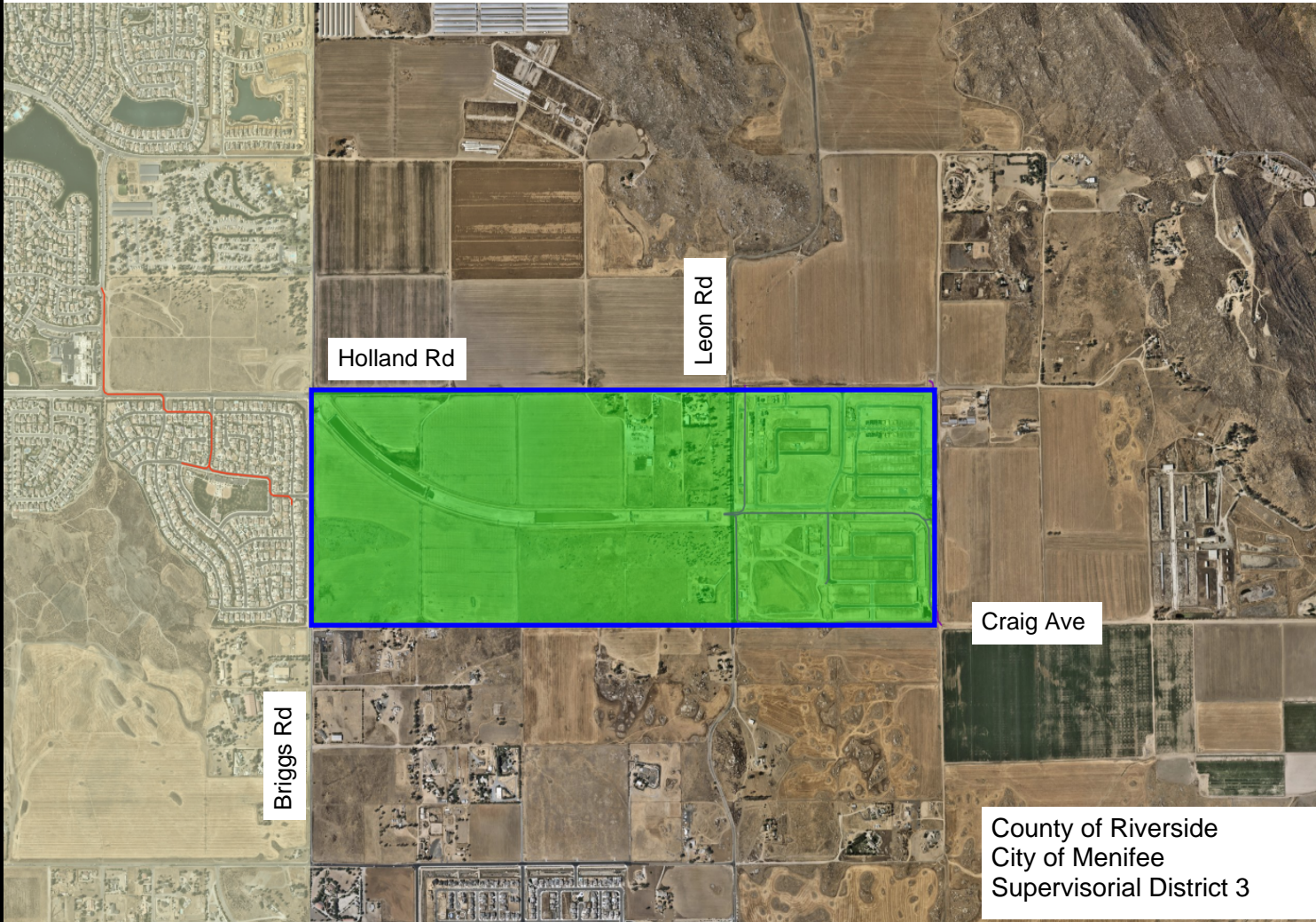
Menifee Valley - Holland Channel Stage 4, Project Number 4-0-00412

Menifee Valley - Holland Channel Lateral Storm Drains, Project Number 4-0-00417

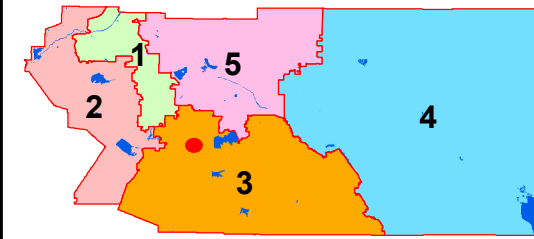
Menifee Valley - Eucalyptus Road Storm Drain, Project Number 4-0-00418

Menifee Valley - Craig Avenue Lateral Storm Drain Stage 1 & 2, Project Number 4-0-00419

Menifee Valley - Leon Road Lateral Storm Drain Stage 2, Project Number 4-0-00416



County of Riverside  
City of Menifee  
Supervisorial District 3



**Legend**

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- City of Menifee

**Description**

Menifee Valley - Holland Channel, Stage 1,  
Menifee Valley - Holland Channel, Stage 2,  
Menifee Valley - Holland Channel, Stage 3,  
Menifee Valley - Leon Road Channel and  
Storm Drains, Menifee Valley - Leon Road  
Lateral Storm Drain, Stage 1, Menifee Valley -  
Holland Channel, Stage 4, Menifee Valley -  
Holland Channel Lateral Storm Drains, Menifee  
Valley - Eucalyptus Road Storm Drain, Menifee  
Valley - Craig Avenue Lateral Storm Drain,  
Stage 1, Menifee Valley - Craig Avenue Lateral  
Storm Drain, Stage 2, Menifee Valley - Leon  
Road Lateral Storm Drain, Stage 2  
Project Nos. 4-0-00412, 4-0-00413, 4-0-00416,  
4-0-00417, 4-0-00418 and 4-0-00419  
Tract Map No. 37439



# VICINITY MAP

