

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

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, 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

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

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

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By \_\_\_\_\_  
RYAN YABKO  
Deputy County Counsel

By \_\_\_\_\_  
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

RECOMMENDED FOR APPROVAL:      **CITY OF MENIFEE**

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

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

APPROVED AS TO FORM:

ATTEST:

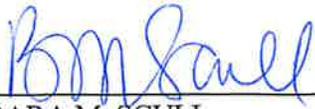
By \_\_\_\_\_  
JEFFREY T. MELCHING  
City Attorney

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:blj  
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

# **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:

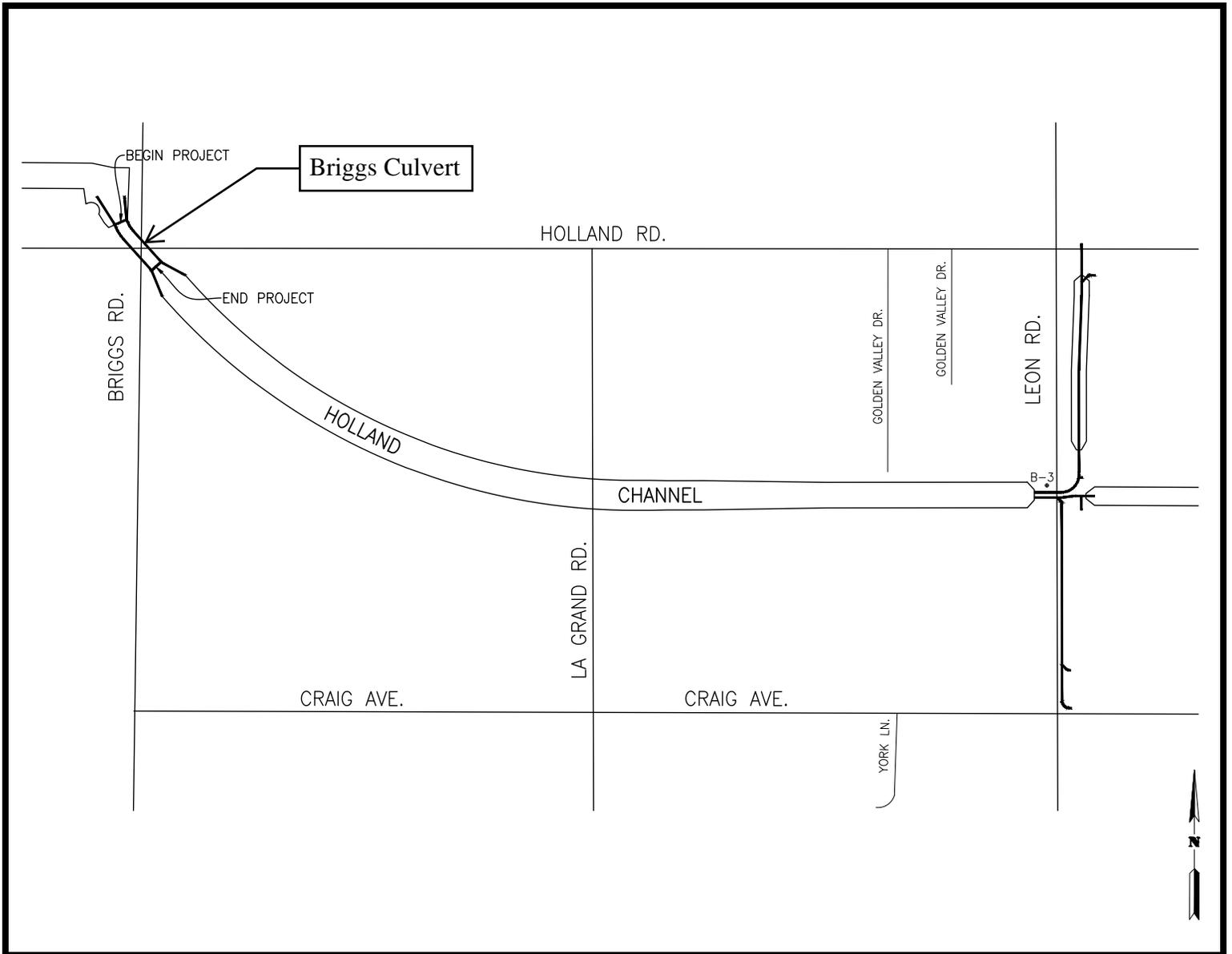
THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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.

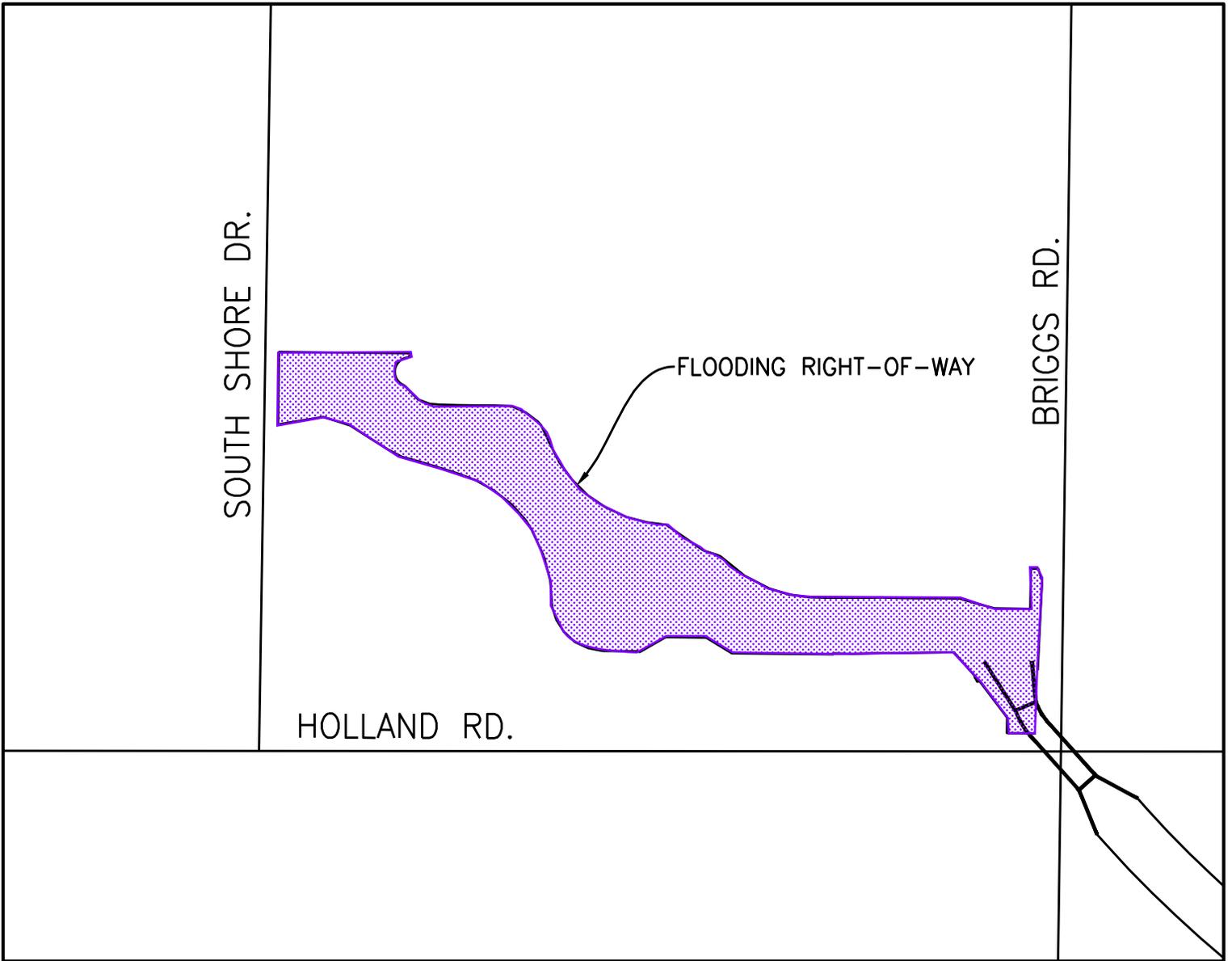
THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019 AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

# 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