

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

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

FREE RECORDING

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

AND WHEN RECORDED MAIL TO:

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

2018-0108346

03/22/2018 01:56 PM Fee: \$ 0.00

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



THIS SPACE FOR RECORDER'S USE ONLY

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COOPERATIVE AGREEMENT

Title of Document

PROJECT: Salt Creek – Westward Circle Storm Drain, Stage 1
Salt Creek – Whispering Way Storm Drain, Stage 1
Salt Creek – Destry Drive Storm Drain, Stage 1
Salt Creek – Audie West Storm Drain, Stage 1
Salt Creek Channel Line B, Stage 2

PROJECT NOS.: 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and
4-0-00382

DEVELOPER: Sutter Mitland 01 LLC

SUBDIVISION: Parcel Map No. 32269

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

COOPERATIVE AGREEMENT

Salt Creek – Westward Circle Storm Drain, Stage 1
Salt Creek – Whispering Way Storm Drain, Stage 1
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Salt Creek – Salt Creek Channel Line B, Stage 2
Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and 4-0-00382
Parcel Map No. 32269

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Menifee, a municipal corporation of the State of California ("CITY"), Sutter Mitland 01 LLC, a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Parcel Map No. 32269 located in the city of Menifee. As a condition of approval for Parcel Map No. 32269, 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 Parcel Map No. 32269 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, as shown in concept on Exhibit "B", attached hereto and made a part hereof, and as shown on District Drawing Nos. 4-1099 and 4-1101, includes:

- i) Approximately 775 lineal feet of 10-foot wide by 4-foot high reinforced concrete box and an associated 15-foot wide maintenance access road ("LINE B"). At its downstream terminus, LINE B will connect to DISTRICT's existing Salt Creek Channel, Stage 7 facility, as shown on District Drawing No. 4-0976. True and correct copies of

1 the District-approved district drawings are public records that are
2 within DISTRICT's possession and can be made available upon
3 request;

- 4 ii) Approximately 689 lineal feet of underground storm drain system
5 ("LINE B-8"). At its upstream terminus, LINE B-8 terminates with a
6 concrete bulkhead for future extension;
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8 iii) Approximately 1,410 lineal feet of underground storm drain system
9 ("LINE C-7"). At its downstream terminus, LINE C-7 terminates with
10 a concrete bulkhead for future extension;
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12 iv) Approximately 92 lineal feet of underground storm drain system
13 ("LINE C-9"). At its upstream terminus, LINE C-9 terminates with a
14 concrete bulkhead for future extension;
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16 v) Approximately 286 lineal feet of underground storm drain system
17 ("LINE C-10"). At its upstream terminus, LINE C-10 terminates with
18 a concrete bulkhead for future extension. Together, LINE B, LINE B-
19 8, LINE C-7, LINE C-9 and LINE C-10 are hereinafter called
20 "DISTRICT FACILITIES"; and

21 D. Associated with the construction of DISTRICT FACILITIES is the
22 construction of (i) approximately 70 lineal feet of 12-inch PVC subdrain pipe; (ii)
23 approximately 111 lineal feet of 4' x 10' reinforced concrete box; (iii) approximately 302
24 lineal feet of 42-inch reinforced concrete pipe; (iv) approximately 566 lineal feet of 48-
25 inch reinforced concrete pipe; and (v) certain catch basins, connector pipes, headwalls,
26 inlets, riprap structures, bio-retention basins, maintenance access road and various lateral
27 storm drains that are thirty-six inches (36") or less in diameter that are located within
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1 CITY held easements or rights of way ("APPURTENANCES"). Together, DISTRICT
2 FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

3 E. On or about September 13, 2016, DISTRICT and DEVELOPER entered
4 into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct LINE
5 B. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced and
6 completed construction of LINE B; and
7

8 F. On or about December 4, 2017, DISTRICT and DEVELOPER entered into
9 a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct LINE B-
10 8, LINE C-7, LINE C-9 and LINE C-10. Pursuant to the Right of Entry and Inspection
11 Agreement, DEVELOPER has commenced construction of LINE B-8, LINE C-7, LINE C-9 and
12 LINE C-10; and
13

14 G. DEVELOPER and CITY desire DISTRICT to accept ownership and
15 responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore,
16 DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and
17 subsequently inspect the construction of DISTRICT FACILITIES; and
18

19 H. DEVELOPER and DISTRICT desire CITY to accept ownership and
20 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must
21 review and approve DEVELOPER's plans and specifications for PROJECT and subsequently
22 inspect and approve the construction of PROJECT; and

23 I. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
24 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii)
25 accept ownership and responsibility for the operation and maintenance of DISTRICT
26 FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs
27 PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c)
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1 obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and
2 maintenance of DISTRICT FACILITIES as set forth herein, and (d) accepts ownership and
3 responsibility for the operation and maintenance of PROJECT following completion of
4 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for
5 the operation and maintenance of DISTRICT FACILITIES; and
6

7 J. CITY is willing to (i) review and approve DEVELOPER's plans and
8 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
9 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
10 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
11 FACILITIES within CITY rights of way subject to the terms of this Agreement, and (v) accept
12 ownership and responsibility for the operation and maintenance of APPURTENANCES,
13 provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in
14 accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and
15 conveys to CITY all rights of way necessary for the inspection, operation and maintenance of
16 APPURTENANCES as set forth herein, and (d) accepts ownership and responsibility for the
17 operation and maintenance of PROJECT following completion of PROJECT construction until
18 such time as DISTRICT accepts ownership and responsibility for the operation and maintenance
19 of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation
20 and maintenance of APPURTENANCES.
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23 NOW, THEREFORE, the parties hereto mutually agree as follows:

24 SECTION I

25 DEVELOPER shall:
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1 1. Prepare PROJECT plans and specifications, hereinafter called
2 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and
3 submit to DISTRICT and CITY for their review and approval.

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

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

19 4. Deposit with CITY, at the time of providing written notice to DISTRICT
20 and CITY of the start of PROJECT construction as set forth in Section I.8., the estimated cost of
21 providing construction inspection for PROJECT, in an amount as determined and approved by
22 CITY in accordance with CITY's municipal code and regulations. If at any time the costs exceed
23 the deposit or are anticipated by CITY to exceed the deposit with CITY, DEVELOPER shall pay
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1 such additional amount(s), as deemed reasonably necessary by CITY to complete inspection of
2 PROJECT, within thirty (30) days after receipt of billing from CITY.

3 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
4 permits and rights of entry as may be needed for the construction, inspection, operation and
5 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and CITY, at the time of
6 providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or
7 not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 32269 or
8 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having
9 secured such necessary licenses, agreements, permits and rights of entry, as determined and
10 approved by DISTRICT and CITY.

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

18 7. Provide CITY, at the time of providing written notice to DISTRICT of the
19 start of construction as set forth in Section I.8., or not less than twenty (20) days prior to
20 recordation of the final map for Parcel Map No. 32269 or any phase thereof, whichever occurs
21 first, with faithful performance and payment bonds, each in the amount of one hundred percent
22 (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by
23 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT
24 and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are
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1 accepted by DISTRICT as complete; at which time the bond amount may be reduced to five
2 percent (5%) for a period of one year to guarantee against any defective work, labor or materials.

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

9 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
10 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
11 access to and performing inspection service for the construction of PROJECT as set forth herein.
12

13 10. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
14 Section), at the time of providing written notice to DISTRICT of the start of construction as set
15 forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for
16 Parcel Map No. 32269, with duly executed Irrevocable Offer(s) of Dedication to the public for
17 flood control and drainage purposes, including ingress and egress, for the rights of way deemed
18 necessary by DISTRICT for the construction, inspection, operation and maintenance of
19 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved
20 by DISTRICT and shall be executed by all legal and equitable owners of the property described
21 in the offer(s).
22

23 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
24 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30)
25 days prior to date of submission of all the property described in the Irrevocable Offer(s) of
26 Dedication.
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1 12. Furnish DISTRICT and CITY, at the time of providing written notice to
2 DISTRICT and CITY of the start of construction as set forth in Section I.8., with a complete list
3 of all contractors and subcontractors to be performing work on PROJECT, including the
4 corresponding license number and license classification of each. At such time, DEVELOPER
5 shall further identify in writing its designated superintendent for PROJECT construction.
6

7 13. Furnish DISTRICT and CITY, at the time of providing written notice to
8 DISTRICT and CITY of the start of construction as set forth in Section I.8., a construction
9 schedule which shall show the order and dates in which DEVELOPER or DEVELOPER'S
10 contractor proposes to carry out the various parts of work, including estimated start and
11 completion dates. As construction of PROJECT progresses, DEVELOPER shall update said
12 construction schedule as requested by DISTRICT and/or CITY.
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14 14. Furnish DISTRICT with final mylar plans for DISTRICT FACILITIES, and
15 assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.
16

17 15. Not permit any change to, or modification of, DISTRICT and CITY
18 approved IMPROVEMENT PLANS without the prior written permission and consent of
19 DISTRICT and CITY.
20

21 16. Comply with all Cal/OSHA safety regulations including, but not limited to,
22 regulations concerning confined space and maintain a safe working environment for
23 DEVELOPER, DISTRICT and CITY employees on the site.
24

25 17. Furnish DISTRICT and CITY, at the time of providing written notice to
26 DISTRICT of the start of construction as set forth in Section I.8., with a confined space entry
27 procedure specific to PROJECT. The procedure shall comply with requirements contained in
28 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

1 procedure shall be reviewed and approved by DISTRICT and CITY prior to the issuance of a
2 Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and
3 CITY's approval.

4 18. DEVELOPER shall not commence operations until DISTRICT and CITY
5 have been furnished with original certificate(s) of insurance and original certified copies of
6 endorsements and if requested, certified original policies of insurance including all endorsements
7 and any and all other attachments as required in this section.

8 Without limiting or diminishing DEVELOPER's obligation to indemnify or
9 hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be
10 maintained, at its sole cost and expense, the following insurance coverages during the term of
11 this Agreement:
12

13 A. Workers' Compensation:

14 If DEVELOPER has employees as defined by the State of California,
15 DEVELOPER shall maintain statutory Workers' Compensation
16 Insurance (Coverage A) as prescribed by the laws of the State of
17 California. Policy shall include Employers' Liability (Coverage B)
18 including Occupational Disease with limits not less than \$1,000,000
19 per person per accident. Policy shall be endorsed to waive subrogation
20 in favor of DISTRICT, the County of Riverside ("COUNTY"), and
21 CITY.
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23 B. Commercial General Liability:

24 Commercial General Liability insurance coverage, including but not
25 limited to, premises liability, unmodified contractual liability,
26 products and completed operations liability, personal and advertising
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1 injury and cross liability coverage, covering claims which may arise
2 from or out of DEVELOPER's performance of its obligations
3 hereunder. Additionally, Commercial General Liability insurance no
4 less broad than ISO form CG 00 01. Policy shall name DISTRICT,
5 COUNTY and CITY and their agencies, districts, special districts and
6 departments, their respective directors, officers, Board of Supervisors,
7 employees, elected or appointed officials, agents or representatives as
8 additional insureds. Policy's limit of liability shall not be less than
9 \$5,000,000 per occurrence combined single limit. If such insurance
10 contains a general aggregate limit, it shall apply separately to this
11 Agreement or be no less than two (2) times the occurrence limit.
12 DISTRICT, COUNTY and CITY must be an additional insured for
13 liability arising out of ongoing and completed operations by or on
14 behalf of DEVELOPER. DISTRICT, COUNTY and CITY shall
15 continue to be an additional insured for completed operations for two
16 years after completion of the work. If DEVELOPER maintains higher
17 limits than the specified minimum limits, DISTRICT, COUNTY and
18 CITY requires and shall be entitled to coverage for the higher limits
19 maintained by DEVELOPER.

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23 C. Vehicle Liability:

24 If DEVELOPER's vehicles or mobile equipment are used in the
25 performance of the obligations under this Agreement, then
26 DEVELOPER shall maintain liability insurance for all owned, non-
27 owned or hired vehicles so used in an amount not less than \$1,000,000
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1 per occurrence combined single limit. If such insurance contains a
2 general aggregate limit, it shall apply separately to this Agreement or
3 be no less than two (2) times the occurrence limit. Policy shall name
4 DISTRICT, COUNTY and CITY and their agencies, districts, special
5 districts and departments, their respective directors, officers, Board of
6 Supervisors, employees, elected or appointed officials, agents or
7 representatives as additional insureds.
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9 D. Professional Liability:

10 DEVELOPER shall cause any architect or engineer retained by
11 DEVELOPER in connection with the performance of DEVELOPER's
12 obligations under this Agreement to maintain Professional Liability
13 Insurance providing coverage for the performance of their work
14 included within this Agreement, with a limit of liability of not less than
15 \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
16 DEVELOPER shall require that, if such Professional Liability
17 Insurance is written on a claims made basis rather than an occurrence
18 basis, such insurance shall continue through the term of this
19 Agreement and that such architect or engineer shall purchase at such
20 architect or engineer's sole expense either 1) an Extended Reporting
21 Endorsement (also known as Tail Coverage); or 2) Prior Dates
22 Coverage from a new insurer with a retroactive date back to the date
23 of, or prior to the inception of this Agreement; or 3) demonstrate
24 through Certificates of Insurance that such architect or engineer has
25 maintained continuous coverage with the same or original insurer.
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1 Coverage provided under items: 1), 2) or 3) shall continue for the term
2 specified in the insurance policy, which shall be reasonably acceptable
3 to DISTRICT and CITY.

4 E. General Insurance Provisions – All Lines:

- 5 i. Any insurance carrier providing insurance coverage hereunder
6 shall be admitted to the State of California and have an A.M.
7 BEST rating of not less than an A: VIII (A: 8) unless such
8 requirements are waived, in writing, by the County Risk
9 Manager and CITY. If the County Risk Manager and CITY
10 waive a requirement for a particular insurer such waiver is only
11 valid for that specific insurer and only for one policy term.
- 12 ii. DEVELOPER must declare its insurance self-insured retention
13 for each coverage required herein. If any such self-insured
14 retention exceeds \$500,000 per occurrence each such retention
15 shall have the prior written consent of the County Risk
16 Manager and CITY before the commencement of operations
17 under this Agreement. Upon notification of self-insured
18 retention deemed unacceptable to DISTRICT or CITY and at
19 the election of CITY or the County Risk Manager,
20 DEVELOPER's carriers shall either: 1) reduce or eliminate
21 such self-insured retention with respect to this Agreement with
22 DISTRICT; or 2) procure a bond which guarantees payment of
23 losses and related investigations, claims administration, and
24 defense costs and expenses.
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1 iii. DEVELOPER shall cause their insurance carrier(s) or its
2 contractor's insurance carrier(s), to furnish DISTRICT and
3 CITY with 1) a properly executed original certificate(s) of
4 insurance and certified original copies of endorsements
5 effecting coverage as required herein; and 2) if requested to do
6 so orally or in writing by CITY or the County Risk Manager,
7 provide original certified copies of policies including all
8 endorsements and all attachments thereto, showing such
9 insurance is in full force and effect. Further, said certificate(s)
10 and policies of insurance shall contain the covenant of the
11 insurance carrier(s) that a minimum of sixty (60) days written
12 notice shall be given to DISTRICT and CITY prior to any
13 material modification, cancellation, expiration or reduction in
14 coverage of such insurance. If DEVELOPER insurance
15 carrier(s) policies does not meet the minimum notice
16 requirement found herein, DEVELOPER shall cause
17 DEVELOPER's insurance carrier(s) to furnish a 60 day Notice
18 of Cancellation Endorsement. In the event of a material
19 modification, cancellation, expiration or reduction in coverage,
20 this Agreement shall terminate forthwith, unless DISTRICT
21 and CITY receive, prior to such effective date, another
22 properly executed original certificate of insurance and original
23 copies of endorsements or certified original policies, including
24 all endorsements and attachments thereto, evidencing
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1 coverages set forth herein and the insurance required herein is
2 in full force and effect. An individual authorized by the
3 insurance carrier to do so on its behalf shall sign the original
4 endorsements for each policy and the certificate of insurance.

5
6 iv. It is understood and agreed by the parties hereto that
7 DEVELOPER's insurance shall be construed as primary
8 insurance, and DISTRICT and CITY's insurance and/or
9 deductibles and/or self-insured retentions or self-insured
10 programs shall not be construed as contributory.

11
12 v. If, during the term of this Agreement or any extension thereof,
13 there is a material change in the scope of services or there is a
14 material change in the equipment to be used in the performance
15 of the scope of work which will add additional exposures (such
16 as the use of aircraft, watercraft, cranes, etc.); or the term of
17 this Agreement, including any extensions thereof, exceeds five
18 (5) years, DISTRICT and CITY reserve the right to adjust the
19 types of insurance required under this Agreement and the
20 monetary limits of liability for the insurance coverages
21 currently required herein, if, in CITY's or the County Risk
22 Manager's reasonable judgment, the amount or type of
23 insurance carried by DEVELOPER has become inadequate.

24
25 vi. DEVELOPER shall pass down the insurance obligations
26 contained herein to all tiers of subcontractors working under
27 this Agreement.
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1 vii. The insurance requirements contained in this Agreement may
2 be met with a program(s) of self-insurance acceptable to
3 DISTRICT and CITY.

4 viii. DEVELOPER agrees to notify DISTRICT and CITY of any
5 claim by a third party or any incident or event that may give
6 rise to a claim arising from the performance of this Agreement.

7
8 Failure to maintain the insurance required by this paragraph shall be deemed
9 a material breach of this Agreement and shall authorize and constitute authority for DISTRICT
10 and CITY, at their sole discretion, to provide written notice to DEVELOPER that either
11 DISTRICT or CITY are able to perform their obligations hereunder, nor to accept responsibility
12 for ownership, operation and maintenance of PROJECT due, either in whole or in part, to said
13 breach of this Agreement.

14
15 19. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost
16 and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

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

21
22 21. Upon completion of PROJECT construction, and upon acceptance by CITY
23 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
24 of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership,
25 operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control
26 easement(s), including ingress and egress, for the rights of way, as shown in concept in grey on
27 Exhibit "C" attached hereto and made a part hereof.
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1 22. At the time of recordation of the conveyance document(s) as set forth in
2 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
3 than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT, for each
4 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
5 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
6 guaranteeing DISTRICT's interest in said property as being free and clear of all liens,
7 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded) and except
8 those which, in the sole discretion of DISTRICT, are acceptable..
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10 23. Accept ownership and sole responsibility for the operation and maintenance
11 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the
12 operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and
13 responsibility for the operation and maintenance of APPURTENANCES. Further, it is mutually
14 understood by the parties hereto that prior to DISTRICT acceptance of ownership and
15 responsibility for the operation and maintenance of DISTRICT FACILITIES, PROJECT shall
16 be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to
17 the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an
18 acceptable condition, corrections shall be made at sole expense of DEVELOPER. Similarly, it
19 is mutually understood by the parties hereto that prior to CITY acceptance of ownership and
20 responsibility for the operation and maintenance of APPURTENANCES, PROJECT shall be in
21 a satisfactorily maintained condition as solely determined by CITY. If, subsequent to the
22 inspection and in the sole discretion of CITY, APPURTENANCES are not in an acceptable
23 condition, corrections shall be made at sole expense of DEVELOPER.
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25
26 24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
27 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
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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.

25. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance and CITY acceptance of APPURTENANCES 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 and CITY with a redlined "record drawings" copy of PROJECT plans. After DISTRICT 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 mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

26. 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 approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

1 3. Upon execution of this Agreement, record or cause to be recorded, a copy
2 of this Agreement in the Official Records of the Riverside County Recorder.

3 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
4 provided by DEVELOPER pursuant to Section I.10.

5 5. Inspect construction of DISTRICT FACILITIES.

6 6. Keep an accurate accounting of all DISTRICT costs associated with the
7 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
8 conveyance documents, and the processing and administration of this Agreement.
9

10 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
11 and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being
12 complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section
13 I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within
14 sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
15

16 8. Accept ownership and sole responsibility for the operation and maintenance
17 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in
18 accordance with Section I.20., (ii) DISTRICT acceptance of PROJECT construction as being
19 complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans,
20 as set forth in Section I.25., (iv) recordation of all conveyance documents described in Section
21 I.21., (v) CITY acceptance of all necessary street rights of way as deemed necessary by
22 DISTRICT and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES
23 and APPURTENANCES, (vi) CITY acceptance of APPURTENANCES for ownership,
24 operation, and maintenance, and (vii) DISTRICT's sole determination that DISTRICT
25 FACILITIES are in a satisfactorily maintained condition.
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9. Provide CITY with a reproducible duplicate copy of the "record drawings" of PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

SECTION III

CITY shall:

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

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

4. Consent, by execution of this Cooperative Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative Agreement.

5. 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.

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon (i) CITY inspection of PROJECT in accordance with Section I.20., (ii) CITY and DISTRICT acceptance of PROJECT construction as being complete, (iii) CITY receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.25.,

1 (iv) CITY acceptance of all necessary street rights of way as deemed necessary by DISTRICT
2 and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES and
3 APPURTENANCES, (v) DISTRICT acceptance of DISTRICT FACILITIES for ownership,
4 operation, and maintenance, and (vi) CITY's sole determination that PROJECT is in a
5 satisfactorily maintained condition.
6

7 8. Not grant any occupancy permits for any units within any portion of Parcel
8 Map No. 32269, or any phase thereof, until construction of PROJECT is complete, unless
9 otherwise approved in writing by DISTRICT.

10 9. Notwithstanding any of the foregoing, prior to accepting ownership of
11 APPURTENANCES, PROJECT shall be in a satisfactorily maintained condition as solely
12 determined by CITY. If, subsequent to the inspection and, in the sole discretion of CITY,
13 APPURTENANCES are not in an acceptable condition, corrections shall be made at sole expense
14 of DEVELOPER.
15

16 10. Upon DISTRICT and CITY acceptance of PROJECT construction as being
17 complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers
18 located within CITY rights of way which must be performed at such time(s) that the finished
19 grade along and above the underground portions of DISTRICT FACILITIES are improved,
20 repaired, replaced or changed. It being further understood and agreed that any such adjustments
21 shall be performed at no cost to DISTRICT.
22

23 SECTION IV

24 It is further mutually agreed:

25 1. All work involved with PROJECT shall be inspected by DISTRICT and
26 CITY, and shall not be deemed complete until DISTRICT and CITY mutually agree in writing
27
28

1 that construction is completed in accordance with DISTRICT and CITY approved
2 IMPROVEMENT PLANS.

3 2. CITY and DEVELOPER personnel may observe and inspect all work being
4 done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely
5 responsible for all quality control communications with DEVELOPER's contractor(s) during the
6 construction of PROJECT.
7

8 3. DEVELOPER shall complete construction of PROJECT within twelve (12)
9 consecutive months after execution of this Agreement and within one hundred twenty (120)
10 consecutive calendar days after commencing work on PROJECT. It is expressly understood that
11 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work
12 within the agreed upon time shall constitute authority for DISTRICT to perform the remaining
13 work and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In
14 which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.
15

16 4. If DEVELOPER fails to commence construction of PROJECT within nine
17 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
18 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
19 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of
20 construction as set forth in Section I.8. In the event of a change in the existing site conditions
21 that materially affects PROJECT function or DISTRICT's ability to operate and maintain
22 DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
23 PLANS as deemed necessary by DISTRICT.
24

25 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
26 within twenty (20) days of receipt of DEVELOPER's complete written notice, as set forth in
27
28

1 Section I.8.; however, DISTRICT's construction inspection staff is limited and, therefore, the
2 issuance of a Notice to Proceed is subject to staff availability.

3 In the event DEVELOPER wishes to expedite issuance of a Notice to
4 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
5 DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation
6 of the individual's credentials and experience to DISTRICT for review and if appropriate,
7 approval. DISTRICT shall review the individual's qualifications and experience and upon
8 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be
9 authorized to act on DISTRICT's behalf on all PROJECT construction and quality control
10 matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section
11 I.3., exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to
12 eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of
13 DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand
14 dollars (\$10,000) shall be retained on account.
15

16
17 6. PROJECT construction work shall be on a five (5) day, forty (40) hour work
18 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
19 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
20 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
21 request for permission to DISTRICT and CITY to work the additional hours. The request shall
22 be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested
23 additional work hours and state the reasons for the overtime and the specific time frames required.
24 The decision of granting permission for overtime work shall be made by DISTRICT at its sole
25 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
26 charged the cost incurred at the overtime rates for additional inspection time required in
27
28

1 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
2 any amendments thereto, of the County of Riverside.

3 7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
4 Riverside, and CITY (including their respective governing bodies, agencies, districts, special
5 districts and departments, their respective directors, officers, Board of Supervisors, elected and
6 appointed officials, employees, agents and representatives) from any liability, claim, damage,
7 proceeding or action, present or future, based upon, arising out of or in any way relating to
8 DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged
9 acts or omissions related to this Agreement, performance under this Agreement, or failure to
10 comply with the requirements of this Agreement, including but not limited to: (a) property
11 damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the
12 California Constitution, the Fifth Amendment of the United States Constitution or any other law,
13 ordinance or regulation caused by the diversion of waters from the natural drainage patterns or
14 the discharge of drainage within or from PROJECT; or, (d) any other element of any kind or
15 nature whatsoever.

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

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

4 DEVELOPER's indemnification obligations shall be satisfied when
5 DEVELOPER has provided to DISTRICT and County of Riverside the appropriate form of
6 dismissal (or similar document) relieving DISTRICT or County of Riverside from any liability
7 for the claim, proceeding or action involved.
8

9 DEVELOPER shall also defend, at its sole expense, including all costs and
10 fees (including but not limited to attorney fees, cost of investigation, defense and settlements or
11 awards), CITY (including its agencies, governing bodies, directors, officers, elected and
12 appointed officials, employees, agents and representatives) in any claim proceeding or action for
13 which indemnification is required. Failure by DEVELOPER to pay such attorneys' fees and costs
14 may be treated as an abandonment of PROJECT and as a default of DEVELOPER's obligations
15 under this Agreement.
16

17 DEVELOPER's indemnification obligations shall be satisfied when
18 DEVELOPER has provided to CITY the appropriate form of dismissal (or similar document)
19 relieving CITY from any liability for the claim, proceeding or action involved, and CITY
20 determines that the form of dismissal is adequate in its sole and absolute discretion.
21 Notwithstanding the foregoing, DEVELOPER shall enter into no settlement agreement or final
22 resolution of any pending claim covered under this section, without the CITY's prior written
23 approval.
24

25 The specified insurance limits required in this Agreement shall in no way
26 limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT,
27 County of Riverside and CITY from third party claims.
28

1 In the event there is conflict between this section and California Civil Code
2 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.
3 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of
4 Riverside or CITY to the fullest extent allowed by law.

5
6 9. DEVELOPER for itself, its successors and assigns hereby releases
7 DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts
8 and departments, their respective directors, officer, Board of Supervisors, elected and appointed
9 officials, employees, agents and representatives) from any and all claims, demands, actions, or
10 suits of any kind arising out of any liability, known or unknown, present or future, including but
11 not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the
12 California Constitution, the Fifth Amendment of the United States Constitution, or any other law
13 or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused
14 by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute
15 a release by DEVELOPER of DISTRICT, or the County of Riverside, or their officers, agents
16 and employees from any and all claims, demands, actions or suits of any kind arising out of any
17 liability, known or unknown, present or future, for the negligent maintenance of DISTRICT
18 FACILITIES, after the acceptance of ownership, operation and maintenance of DISTRICT
19 FACILITIES by DISTRICT.
20
21

22 10. Any waiver by DISTRICT or by CITY of any breach of any one or more of
23 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
24 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
25 require exact, full and complete compliance with any terms of this Agreement shall not be
26 construed as, in any manner, changing the terms hereof, or estopping DISTRICT or CITY from
27 enforcement hereof.
28

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

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

8 RIVERSIDE COUNTY FLOOD CONTROL
9 AND WATER CONSERVATION DISTRICT
10 1995 Market Street
11 Riverside, CA 92501
12 Attn: Contract Services Section

CITY OF MENIFEE
29714 Haun Road
Menifee, CA 92586
Attn: Public Works Manager

13 SUTTER MITLAND O1 LLC
14 3200 Park Center Drive, Suite 1000
15 Costa Mesa, CA 92626
16 Attn: David E. Bartlett

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

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

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

1 16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
2 or obligations hereunder to any person or entity without the written consent of the other parties
3 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
4 expressly understands and agrees that it shall remain liable with respect to any and all of the
5 obligations and duties contained in this Agreement.
6

7 17. The individual(s) executing this Agreement on behalf of DEVELOPER
8 certify that they have the authority within their respective company(ies) to enter into and execute
9 this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or
10 any other board, committee or other entity within their respective company(ies) which have the
11 authority to authorize or deny entering into this Agreement.
12

13 18. This Agreement is intended by the parties hereto as a final expression of
14 their understanding with respect to the subject matter hereof and as a complete and exclusive
15 statement of the terms and conditions thereof and supersedes any and all prior and
16 contemporaneous agreements and understandings, oral or written, in connection therewith. This
17 Agreement may be changed or modified only upon the written consent of the parties hereto.
18

19 //

20 //

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

FEB 27 2018

(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


MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By


LEILA MOSHREF-DANESH
Deputy County Counsel

By


Deputy

(SEAL)

Cooperative Agreement for
Salt Creek – Westward Circle Storm Drain, Stage 1
Salt Creek – Whispering Way Storm Drain, Stage 1
Salt Creek – Destry Drive Storm Drain, Stage 1
Salt Creek – Audie West Storm Drain, Stage 1
Salt Creek – Salt Creek Channel Line B, Stage 2
Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and 4-0-00382
Parcel Map No. 32269
12/13/17
AMR:blm

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RECOMMENDED FOR APPROVAL:

CITY OF MENIFEE

By


JONATHAN SMITH
Public Works Director

By


Armando G. Villa
City Manager

APPROVED AS TO FORM:

ATTEST:

By


JEFF MELCHING
City Attorney

By

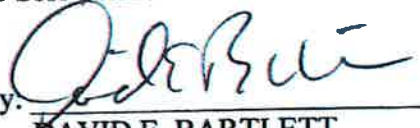

SARAH MANWARING
City Clerk

(SEAL)

Cooperative Agreement for
Salt Creek – Westward Circle Storm Drain, Stage 1
Salt Creek – Whispering Way Storm Drain, Stage 1
Salt Creek – Destry Drive Storm Drain, Stage 1
Salt Creek – Audie West Storm Drain, Stage 1
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Parcel Map No. 32269
12/13/17
AMR:blm

SUTTER MITLAND 01 LLC
a Delaware limited liability company

By: Brookfield Southern California Land LLC
a Delaware limited liability company
its Sole Member

By: 
DAVID E. BARTLETT
Vice President

By: 
RICHARD T. WHITNEY
Chief Financial Officer

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement for
Salt Creek – Westward Circle Storm Drain, Stage 1
Salt Creek – Whispering Way Storm Drain, Stage 1
Salt Creek – Destry Drive Storm Drain, Stage 1
Salt Creek – Audie West Storm Drain, Stage 1
Salt Creek – Salt Creek Channel Line B, Stage 2
Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and 4-0-00382
Parcel Map No. 32269
12/13/17
AMR:blm

A notary public or other officer completing this certificate verified 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 January 10, 2018, before me, Meagan Knecht
_____, Notary Public, personally appeared David E. Bartlett & Richard T. Whitney
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENIFEE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1 THROUGH 13, INCLUSIVE OF PARCEL MAP 32269, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 221, PAGES 13 THROUGH 24, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PARCELS 9 AND 12 HEREIN, THOSE PORTIONS INCLUDED WITHIN TRACT MAP NO. 36485-1, ON FILE IN BOOK 451, PAGES 81 THROUGH 86, AND TRACT MAP NO. 31822-1 ON FILE IN BOOK 452, PAGES 32 THROUGH 38, ALL INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AND ALL OTHER MINERALS WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID PROPERTY, AS RESERVED BY HUNTINGTON BEACH COMPANY, A CALIFORNIA CORPORATION, IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 29, 1990 AS DOCUMENT NO. 396657 OF OFFICIAL RECORDS.

PARCEL B:

LOTS 1 THROUGH 73 AND LETTERED LOT(S) "A" THROUGH "I", ALL INCLUSIVE OF TRACT 36485-1, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 451, PAGES 81 THROUGH 86, ALL INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AND ALL OTHER MINERALS WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID PROPERTY, AS RESERVED BY HUNTINGTON BEACH COMPANY, A CALIFORNIA CORPORATION, IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 29, 1990 AS DOCUMENT NO. 396657 OF OFFICIAL RECORDS.

PARCEL C:

LOTS 1 THROUGH 70 AND LETTERED LOT(S) "A" THROUGH "F", ALL INCLUSIVE OF TRACT MAP NO. 31822-1, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 452, PAGES 32 THROUGH 38, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COOPERATIVE AGREEMENT

Salt Creek – Westward Circle Storm Drain, Stage 1

Salt Creek – Whispering Way Storm Drain, Stage 1

Salt Creek – Destry Drive Storm Drain, Stage 1

Salt Creek – Audie West Storm Drain, Stage 1

Salt Creek – Salt Creek Channel Line B, Stage 2

Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and 4-0-00382

Parcel Map No. 32269

Page 1 of 2

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AND ALL OTHER MINERALS WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID PROPERTY, AS RESERVED BY HUNTINGTON BEACH COMPANY, A CALIFORNIA CORPORATION, IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 29, 1990 AS DOCUMENT NO. 396657 OF OFFICIAL RECORDS.

APN(S): 341-200-011-0 (PORTION); 358-070-010-0 (PORTION)

COOPERATIVE AGREEMENT

Salt Creek – Westward Circle Storm Drain, Stage 1

Salt Creek – Whispering Way Storm Drain, Stage 1

Salt Creek – Destry Drive Storm Drain, Stage 1

Salt Creek – Audie West Storm Drain, Stage 1

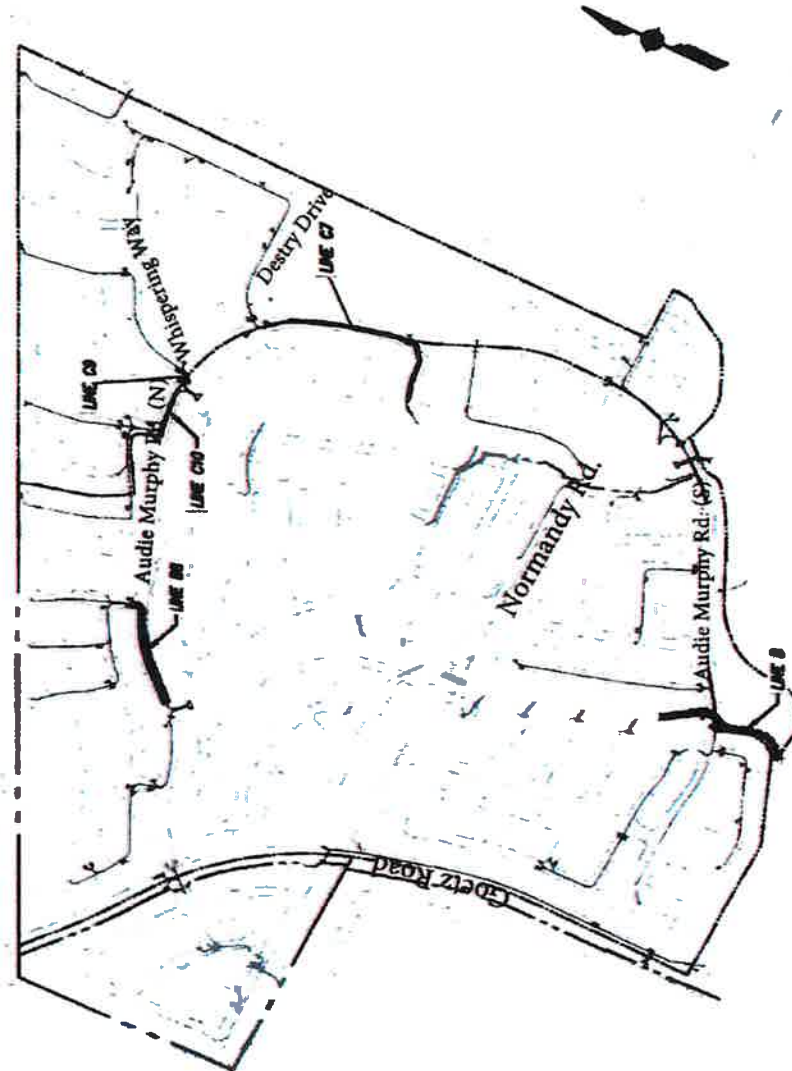
Salt Creek – Salt Creek Channel Line B, Stage 2

Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and 4-0-00382

Parcel Map No. 32269

Page 2 of 2

Exhibit B



Salt Creek Channel

COOPERATIVE AGREEMENT

Salt Creek – Westward Circle Storm Drain, Stage 1

Salt Creek – Whispering Way Storm Drain, Stage 1

Salt Creek – Destry Drive Storm Drain, Stage 1

Salt Creek – Audie West Storm Drain, Stage 1

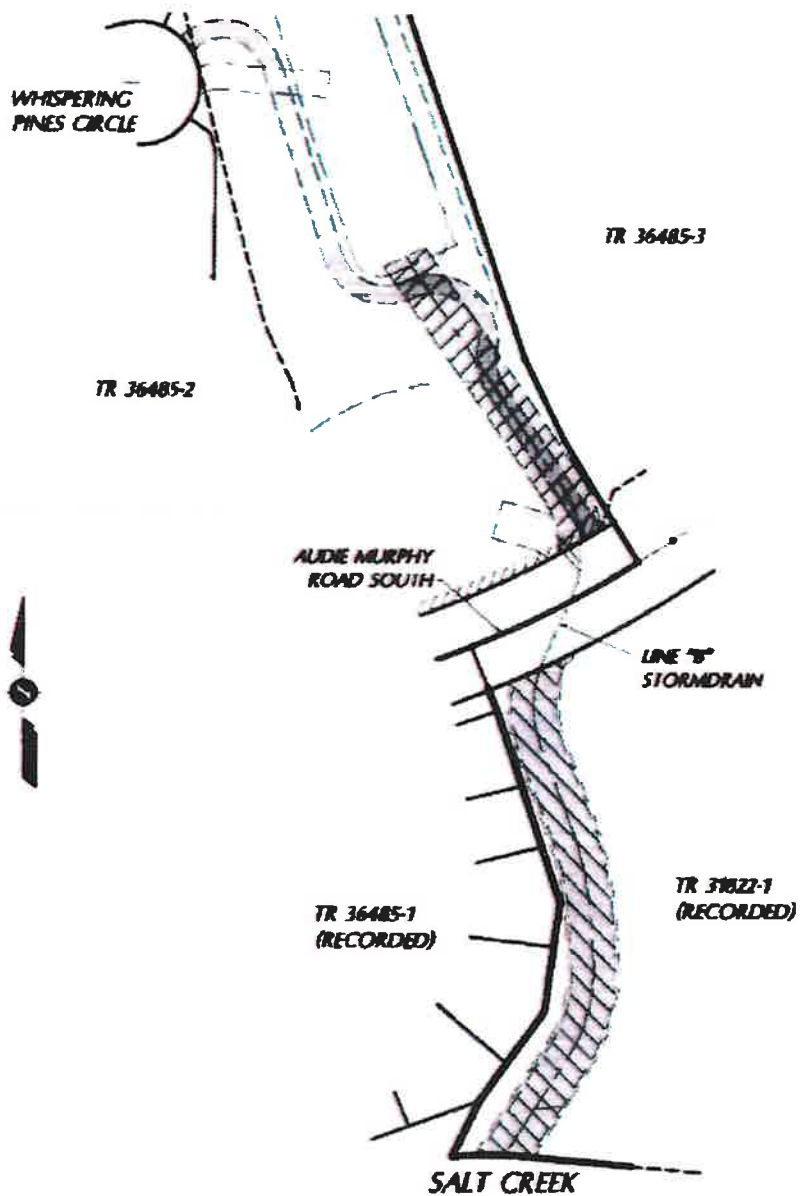
Salt Creek – Salt Creek Channel Line B, Stage 2

Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and
4-0-00382

Parcel Map No. 32269

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Salt Creek - Westward Circle Storm Drain, Stage 1

Salt Creek - Whispering Way Storm Drain, Stage 1

Salt Creek - Destry Drive Storm Drain, Stage 1

Salt Creek - Audie West Storm Drain, Stage 1

Salt Creek - Salt Creek Channel Line B, Stage 2

Project Nos. 4-0-00377, 4-0-00378, 4-0-00379, 4-0-00380 and 4-0-00382

Parcel Map No. 32269

Page 1 of 1