

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**

DOC # 2003-800607

10/10/2003 08:00A Fee:NC

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Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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AGREEMENT

Title of Document

**C
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PROJECT: Salt Creek – Clover Creek Lane Storm Drain, Stage 3

PROJECT NO: 4-0-0142

TRACT MAP NO: 28920-1

DEVELOPER: WL Homes LLC dba John Laing Homes

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

ORIGINAL

AGREEMENT Contract No. 03-08-010
Riverside Co. Transportation
(Tract No. 28920-1)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY" and WL HOMES LLC, a Delaware limited liability company, dba JOHN LAING HOMES, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 28920-1 in western Riverside County and as a condition for approval DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The required facilities includes a storm drain system consisting of approximately 420 lineal feet of underground concrete pipe and certain outlet, hereinafter called "LINE A", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; another storm drain segment consisting of approximately 43 lineal feet of underground concrete pipe and a certain inlet, hereinafter called "LINE B", as shown in green on Exhibit "A". LINE A and LINE B are hereinafter collectively called "PROJECT"; and

C. LINE B connects to an existing underground storm drain, hereinafter called "STAGE 2", as shown in concept in blue on Exhibit "A", constructed and inspected pursuant to the provisions of a certain Cooperative Agreement between DISTRICT, COUNTY and Kaufman and Broad Coastal, Inc., executed February 6, 2001 and recorded as Document Number 2001-070322 in the Official Records of the Riverside County Recorder; and

D. STAGE 2 has not been accepted by DISTRICT for ownership, operation and maintenance responsibilities pursuant to the terms and conditions of said Cooperative Agreement; and

E. DEVELOPER and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of PROJECT. Therefore, DISTRICT must review and

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1 approve DEVELOPER'S plans and specifications and subsequently inspect the construction of
2 PROJECT; and

3 F. DEVELOPER and DISTRICT desire COUNTY to accept ownership and
4 responsibility for the operation and maintenance of PROJECT'S associated catch basins, connector pipes
5 and laterals located within COUNTY held easements or rights of way, hereinafter called
6 "APPURTENANCES". Therefore, COUNTY must review and approve DEVELOPER'S plans and
7 specifications and subsequently inspect the construction of APPURTENANCES; and

8 G. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
9 specifications for PROJECT and APPURTENANCES, (ii) inspect the construction of PROJECT, and (iii)
10 accept ownership and responsibility for the operation and maintenance of PROJECT, provided
11 DEVELOPER (i) complies with this Agreement, (ii) pays DISTRICT the amounts specified herein to
12 cover DISTRICT'S plan review and construction inspection costs for PROJECT, (iii) constructs
13 PROJECT and APPURTENANCES in accordance with plans and specifications approved by DISTRICT
14 and COUNTY, (iv) obtains and conveys to DISTRICT the necessary rights of way as set forth herein for
15 the inspection, operation and maintenance of PROJECT, (v) accepts ownership and responsibility for the
16 operation and maintenance of PROJECT and APPURTENANCES following completion of PROJECT
17 construction until such time as DISTRICT accepts ownership and responsibility for the operation and
18 maintenance of PROJECT and STAGE 2, and COUNTY accepts ownership and responsibility for the
19 operation and maintenance of APPURTENANCES, and (vi) obtains all necessary permits, regulatory
20 permits, licenses and rights of entry as set forth herein; and

21 H. COUNTY is willing to (i) review and approve plans and specifications prepared by
22 DEVELOPER for PROJECT and APPURTENANCES, (ii) accept and hold faithful performance and
23 payment bonds submitted by DEVELOPER for PROJECT, (iii) consent to the recordation and
24 conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPER as provided herein, (iv)
25 grant DISTRICT the right to inspect, operate and maintain PROJECT within COUNTY rights of way,
26 and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES,
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1 provided PROJECT and APPURTENANCES are constructed in accordance with plans and specifications
2 approved by DISTRICT and COUNTY.

3 NOW, THEREFORE, the parties hereto mutually agree as follows:

4 SECTION I

5 DEVELOPER shall:

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

9 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
10 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to
11 cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS, review and approval
12 of right of way and conveyance documents, and with the processing and administration of this
13 Agreement.

14 3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at
15 the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in
16 Section I.10. herein, the estimated cost of providing construction inspection for PROJECT, in an amount
17 as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749, including
18 any amendments thereto, of the County of Riverside, based upon the bonded value of PROJECT facilities
19 to be inspected, operated and maintained by DISTRICT.

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

23 5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and
24 rights of entry as may be needed for the construction, inspection, operation and maintenance of
25 PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY, at the time of providing written
26 notice to DISTRICT of the start of construction as set forth in Section I.10. herein, or not less than twenty
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1 (20) days prior to recordation of the final map for Tract No. 28920-1 or any phase thereof, whichever
2 occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses,
3 agreements, permits, approvals and rights of entry, as determined and approved by DISTRICT and
4 COUNTY.

5 6. Furnish DISTRICT with draft copies of all permits, approvals or agreements
6 required by any Federal or State resource and/or regulatory agency for the construction, operation and
7 maintenance of PROJECT. Such documents include but are not limited to those issued by the U.S. Army
8 Corps of Engineers, California Regional Water Quality Control Board, California State Department of
9 Fish and Game and State Water Resources Control Board.

10 7. Provide COUNTY, at the time of providing written notification to DISTRICT of
11 the start of construction as set forth in Section I.10. herein, or not less than twenty (20) days prior to
12 recordation of the final map for Tract No. 28920-1, whichever occurs first, with faithful performance and
13 payment bonds, each in the amount of 100% of the estimated cost for construction of PROJECT as
14 determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of
15 DISTRICT and COUNTY. The bonds shall remain in full force and effect until PROJECT is accepted by
16 DISTRICT as complete; at which time the bond amount may be reduced to 10% for a period of one year
17 to guarantee against any defective work, labor or materials.

18 8. Obtain and provide DISTRICT, at the time of providing written notification to
19 DISTRICT of the start of construction as set forth in Section I.10. herein, or not less than twenty (20)
20 days prior to the recordation of the final maps for Tract No. 28920-1 or any phase thereof, whichever
21 occurs first, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control purposes
22 and drainage purposes, including ingress and egress, for the rights of way deemed necessary by
23 DISTRICT for the construction, inspection, operation and maintenance of PROJECT as shown in concept
24 cross-hatched in blue and cross-hatched in red on Exhibit "B" attached hereto and made a part hereof.
25 The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed
26 by all legal and equitable owners described in the offer.
27



1 9. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set
2 forth in Section I.8., with Preliminary Reports on Title dated not more than thirty (30) days prior to date
3 of submission for all the property described in the Irrevocable Offer(s) of Dedication.

4 10. Notify DISTRICT in writing (Attention: Mark H. Wills), at least twenty (20) days
5 prior to the start of construction of PROJECT. Construction shall not begin on PROJECT, for any reason
6 whatsoever, until after DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing
7 DEVELOPER to initiate construction.

8 11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the
9 start of construction as set forth in Section I.10. with a complete list of all contractors and subcontractors
10 to be performing work on PROJECT, including the corresponding license number and license
11 classification of each. At such time, DEVELOPER shall further identify in writing its designated
12 superintendent for PROJECT construction.

13 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the
14 start of construction as set forth in Section I.10., a construction schedule which shall show the order and
15 dates in which the DEVELOPER or DEVELOPER'S contractor proposes to carry on the various parts of
16 work, including estimated start and completion dates. As the construction progresses, DEVELOPER
17 shall update said construction schedule as requested by DISTRICT.

18 13. Furnish DISTRICT with the final mylar IMPROVEMENT PLANS and assign
19 their ownership to DISTRICT prior to the start of construction of PROJECT.

20 14. Comply with all Cal/OSHA safety regulations including regulations concerning
21 confined space and maintain a safe working environment for DEVELOPER and DISTRICT employees
22 on the site.

23 15. Furnish DISTRICT, at time of providing written notice to DISTRICT of the start
24 of construction as set forth in Section I.10. herein, a confined space procedure specific to PROJECT. The
25 procedure shall comply with requirements contained in California Code of Regulations, Title 8 Section
26 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and DISTRICT
27 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and DISTRICT
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1 Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT
2 prior to the issuance of a Notice to Proceed.

3 16. Not permit any change to or modification of IMPROVEMENT PLANS without
4 the prior written permission and consent of DISTRICT.

5 17. During the construction period of PROJECT, provide Workers' Compensation
6 Insurance in an amount required by law. A certificate of said insurance policy shall be provided to
7 DISTRICT and COUNTY at the time of providing written notice pursuant to Section I.10.

8 18. Commencing on the date notice is given pursuant to Section I.10. and continuing
9 until DISTRICT accepts PROJECT as complete for ownership, operation and maintenance:

10 (a) Provide and maintain or cause its contractor(s) to provide and maintain
11 comprehensive liability insurance coverage which shall protect
12 DEVELOPER from claims from damages for personal injury, including
13 accidental and wrongful death, as well as from claims for property damage
14 which may arise from DEVELOPER'S construction of PROJECT or the
15 performance of its obligations hereunder, whether such construction or
16 performance be by DEVELOPER, by any of its contractors, subcontractors,
17 or by anyone employed directly or indirectly by any of them. Such insurance
18 shall name DISTRICT and COUNTY as additional insureds with respect to
19 this Agreement and the obligations of DEVELOPER hereunder. Such
20 insurance shall provide for limits of not less than two million dollars
21 (\$2,000,000) per occurrence.

22 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s), who
23 shall be authorized by the California Department of Insurance to transact
24 business of insurance in the State of California, to furnish DISTRICT and
25 COUNTY at the time of providing written notice to DISTRICT of the start of
26 construction as set forth in Section I.10. with certificate(s) of insurance and
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applicable policy endorsements showing that such insurance is in full force and effect and that DISTRICT and COUNTY are named as additional insureds with respect to this Agreement and the obligations of DEVELOPER hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT and COUNTY sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event of any such cancellation, termination, non-renewal or reduction in coverage, DEVELOPER shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section IV.3.

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

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

21. At the time of recordation of the conveyancing document(s) as set forth in Section 1.20. above, furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each 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.

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22. Accept ownership and sole responsibility for the operation and maintenance of PROJECT and APPURTENANCES until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of PROJECT, and COUNTY accepts ownership and responsibility for APPURTENANCES. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of PROJECT as set forth herein, PROJECT and APPURTENANCES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

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

24. Upon completion of construction of PROJECT but prior to DISTRICT'S acceptance of PROJECT for ownership, operation and maintenance, DEVELOPER'S civil engineer of record or construction civil engineer of record, duly registered in the State of California, shall provide DISTRICT a redlined "as-built" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "as-built" 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 PROJECT plans "AS-BUILT."

SECTION II

DISTRICT shall:

- 1. Review and approve IMPROVEMENT PLANS prepared by DEVELOPER prior to the start of PROJECT construction.
- 2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.
- 3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.



1 4. Record, or cause to be recorded, the Irrevocable Offer(s) of Dedication provided
2 by DEVELOPER pursuant to Section I.8.

3 5. Inspect the construction of PROJECT.

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

7 7. Keep an accurate accounting of all DISTRICT construction inspection costs, and
8 within forty-five (45) days after DISTRICT acceptance of PROJECT as being complete, submit a final
9 cost statement to DEVELOPER. If the deposit, as set forth in Section I.3. exceeds such costs, DISTRICT
10 shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of
11 PROJECT as being complete. If at any time the costs exceed the deposit, or are anticipated by
12 DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed
13 reasonably necessary by DISTRICT to complete PROJECT, within thirty (30) days after receipt of billing
14 from DISTRICT.

15 8. Accept ownership and sole responsibility for the operation and maintenance of
16 PROJECT, upon (i) DISTRICT acceptance of PROJECT construction as being complete, (ii) DISTRICT
17 acceptance of STAGE 2 for operation and maintenance, (iii) recordation of all conveyancing documents
18 described in Section I.20. and (iv) acceptance by COUNTY of all necessary rights of way as deemed
19 necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT and
20 APPURTENANCES.

21 9. Provide COUNTY with a reproducible duplicate copy of "as-built"
22 IMPROVEMENT PLANS upon DISTRICT acceptance of PROJECT as being complete.
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24 SECTION III

25 COUNTY shall:

26 1. Review and approve IMPROVEMENT PLANS prepared by DEVELOPER, prior
27 to the start of PROJECT construction.

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1 authority for DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to
2 COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse
3 DISTRICT for DISTRICT costs incurred.

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

15 5. DEVELOPER shall not request DISTRICT or COUNTY to accept any portion of
16 PROJECT or APPURTENANCES for operation and maintenance until DISTRICT determines PROJECT
17 is complete in accordance with Section II.8. herein.

18 6. In the event that any claim or legal action is brought against DISTRICT or
19 COUNTY in connection with this Agreement because of the actual or alleged acts or omissions by
20 DEVELOPER, including but not limited to design, construction or failure of PROJECT, DEVELOPER
21 shall defend, indemnify and hold DISTRICT and COUNTY harmless therefrom, without cost to
22 DISTRICT or COUNTY. Upon DEVELOPER'S failure to do so, DISTRICT and COUNTY shall be
23 entitled to recover from DEVELOPER all of their costs and expenses, including, but not limited to,
24 reasonable attorneys' fees.

25 7. DEVELOPER shall defend, indemnify and hold DISTRICT and COUNTY, their
26 respective officers, agents, employees and independent contractors free and harmless from any claim or
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1 legal action whatsoever, based or asserted, pursuant to Article I, Section 19 of the California Constitution,
2 the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to
3 impose any other liability or damage caused by the diversion of the waters from the natural drainage
4 patterns, save and except claims and litigation arising through the negligence or willful misconduct of
5 DISTRICT or COUNTY, which claims shall be shared by the parties on a pro rata basis based on their
6 respective responsibilities. DEVELOPER shall defend DISTRICT and COUNTY without cost to
7 DISTRICT or COUNTY, and upon DEVELOPER'S failure to do so, DISTRICT and COUNTY shall be
8 entitled to recover from DEVELOPER all of their cost and expenditures, including, but not limited to,
9 reasonable attorneys' fees.

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

21 9. Any waiver by DISTRICT or COUNTY of any breach of any one or more of the
22 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the
23 same or of any other term hereof. Failure on the part of DISTRICT or COUNTY to require exact, full
24 and complete compliance with any terms of this Agreement shall not be construed as in any manner
25 changing the terms hereof, or estopping DISTRICT or COUNTY from enforcement hereof.
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1 10. If any provision in this Agreement is held by a court of competent jurisdiction to
2 be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force
3 without being impaired or invalidated in any way.

4 11. This Agreement is to be construed in accordance with the laws of the State of
5 California.

6 12. Any and all notices sent or required to be sent to the parties of this Agreement will
7 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

COUNTY OF RIVERSIDE
Post Office Box 1090
Riverside, CA 92502-1090
Attn: Transportation Department

12 WL HOMES LLC
13 255 E. Rincon Street, Suite 100
14 Corona, CA 92879-1330
15 Attn: Linda Valia

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

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

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

27 16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or
28 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



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

3 17. The individuals executing this Agreement on behalf of DEVELOPER hereby
4 certify that they have the authority within their respective companies to enter into and execute this
5 Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and or
6 any other board, committee or other entity within their respective companies which have the authority to
7 authorize or deny entering into this Agreement.

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

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

SEP 23 2003

(to be filled in by Clerk to the Board)

RECOMMENDED FOR APPROVAL

By Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

By James A. Venable
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk to the Board

By Nancy Romero
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

By George A. Johnson
GEORGE A. JOHNSON
Director of Transportation

COUNTY OF RIVERSIDE

By John F. Tavaglione
JOHN F. TAVAGLIONE, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN
County Counsel

By Lee A. Vinocour
LEE A. VINOCOUR
Deputy County Counsel

ATTEST:

NANCY ROMERO
Clerk to the Board

By Nancy Romero
Deputy

(SEAL)

Dated 7/18/03

**WL HOMES LLC, a Delaware limited liability
company, dba John Laing Homes**

By Linda Valia
LINDA VALIA, Project Manager

(NOTARY)

Cooperative Agreement TR 28920-1
AAM:bjp
07/14/2003



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On August 13, 2003 before me, Stephanie Miller, Notary Public

personally appeared Linda Valia

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Cooperative Agreement for Appraisal + Execution

Document Date: July 14, 2003 Number of Pages: 19

Signer(s) Other Than Named Above: _____

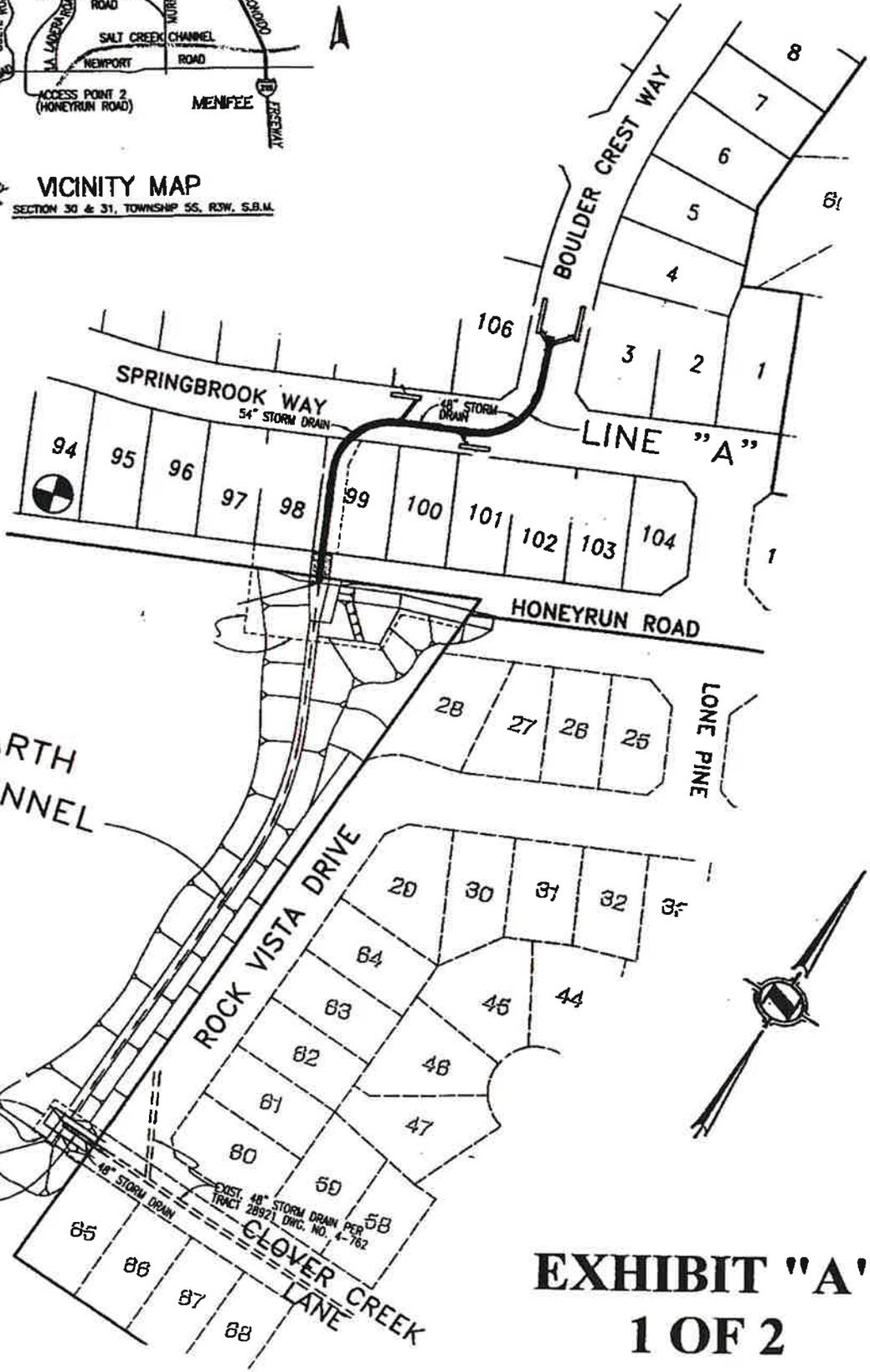
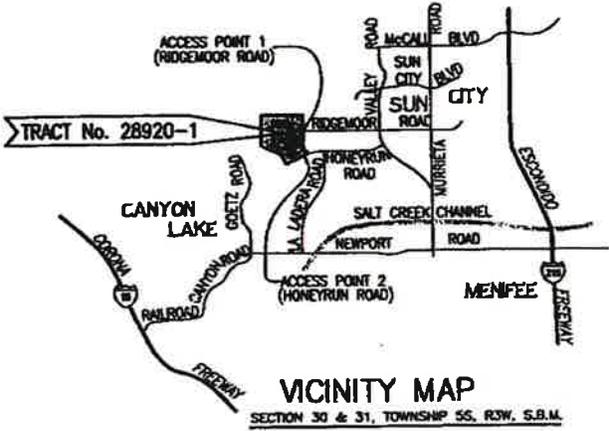
Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





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18/18/2003 08:06A
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EXHIBIT "A"
1 OF 2

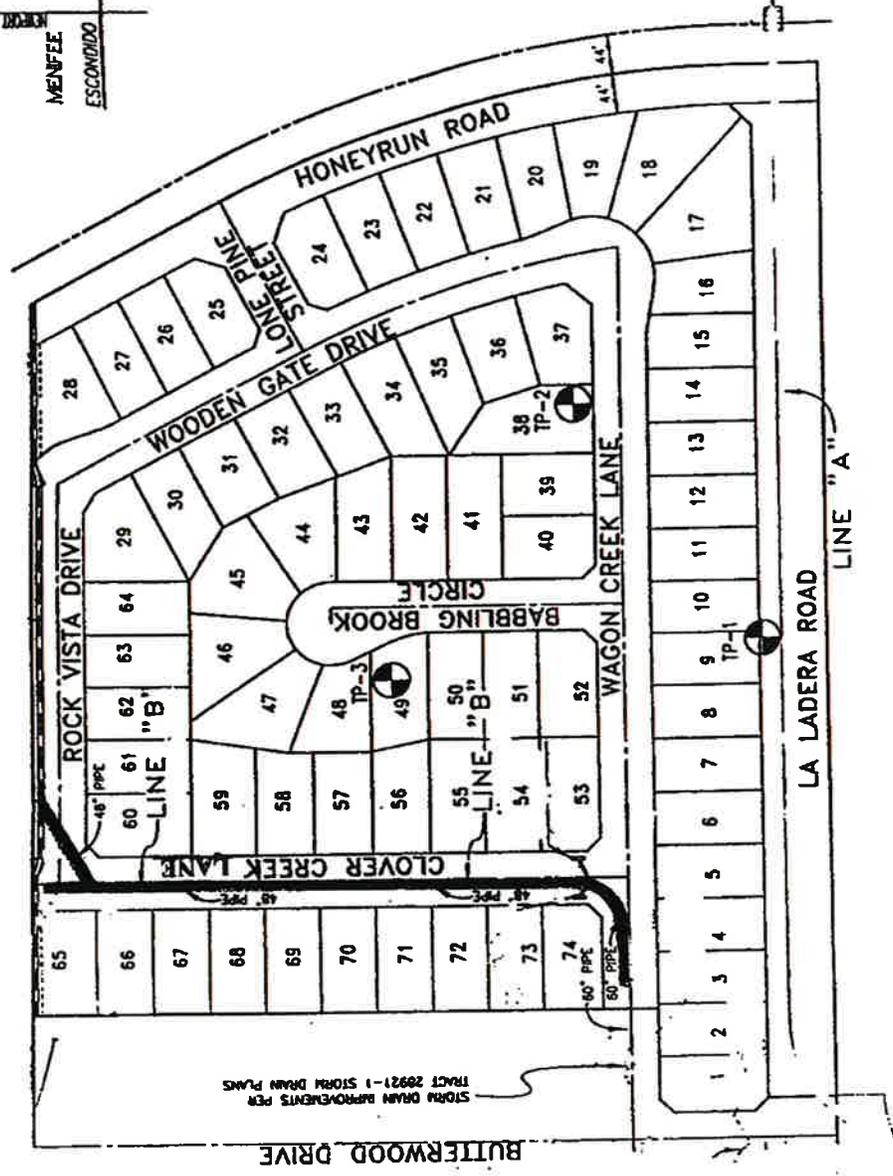
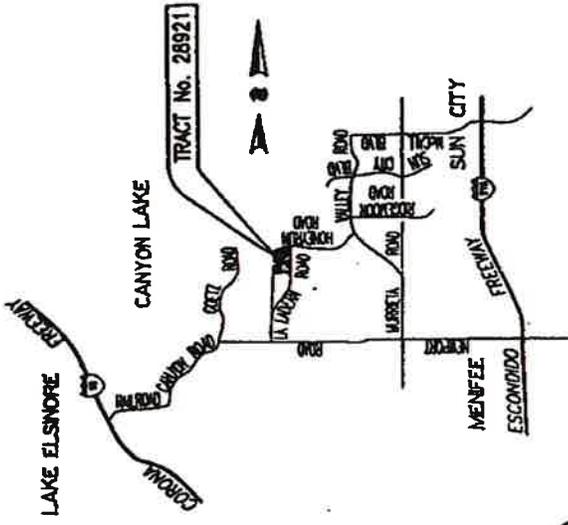
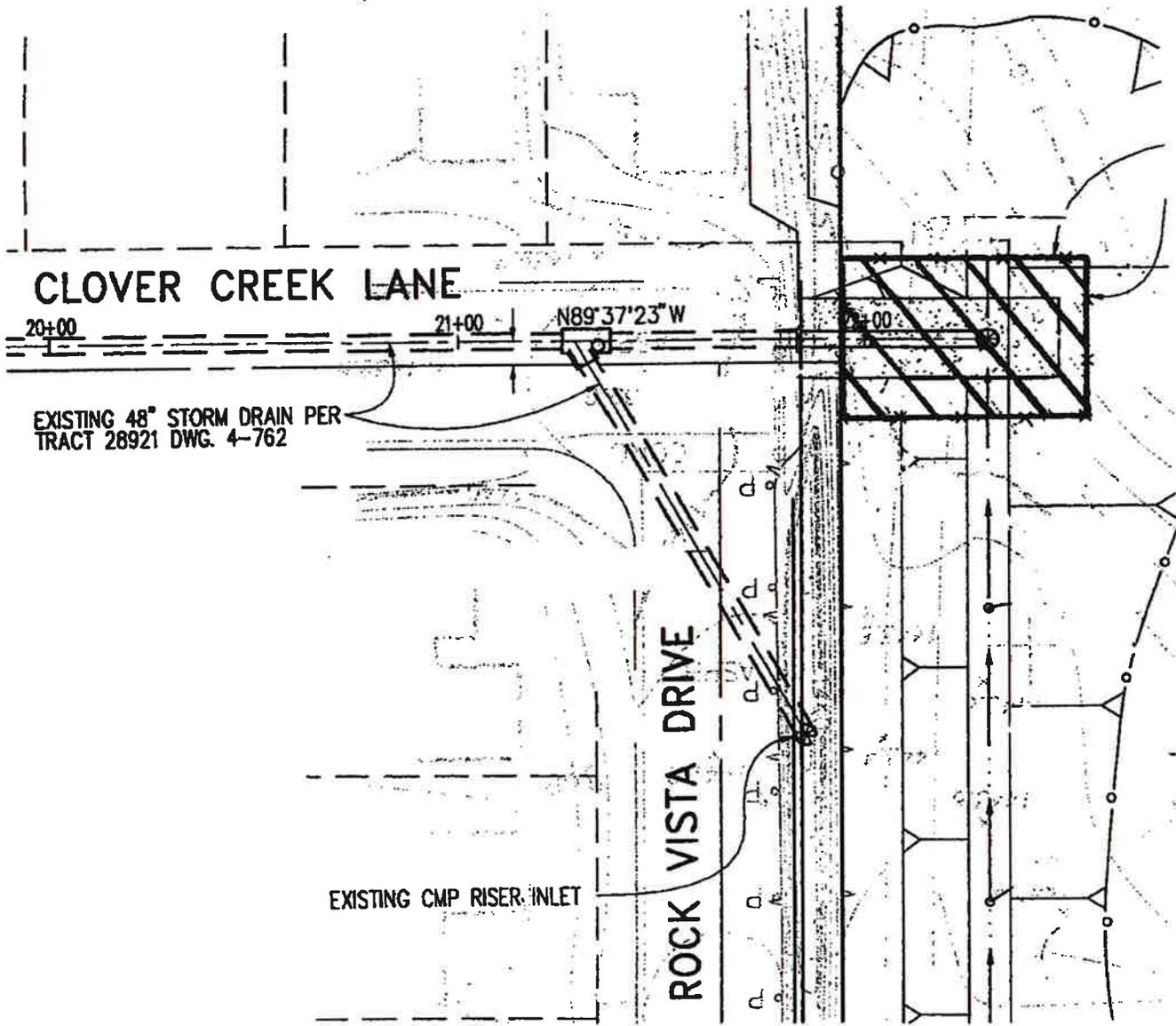


EXHIBIT "A"

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