

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



409 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
May 6, 2014

SUBJECT: Cooperative Agreement Moreno Master Drainage Plan – Line F-2, Stage 2
and Line F-16, Stage 1 (Parcel Map No. 36207)
Project No. 4-0-00400-2 and 4-0-00401-01
District 5/District 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Moreno Valley (City) and Al California, LLC (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Parcel Map No. 36207, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs.				Budget Adjustment: N/A	
				For Fiscal Year: N/A	

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 3/11/14

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | **District:** 5th/5th | **Agenda Number:**

11 - 1

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

FORM 11: Cooperative Agreement Moreno Master Drainage Plan Line F-2, Stage 2
and Line F-16, Stage 1 (Parcel Map No. 36207)
Project No. 4-0-00400-02 and 4-0-00401-01
District 5/District 5 [\$0]

DATE: May 6, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced drainage facilities. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drains that are greater than 36 inches in diameter. City will assume ownership and maintenance of channel and storm drain facilities that are 36 inches or less in diameter and drainage facilities' associated appurtenances such as catch basins, inlets, etc., located within City's right of way boundaries.

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

Impact on Residents and Businesses

Developer's planned development will benefit from the storm drain facilities that are to be constructed by the Developer.

SUPPLEMENTAL:

Additional Fiscal Information

Future O&M costs associated with the mainline storm drains that are greater than 36-inches in diameter will accrue to the District.

1 COOPERATIVE AGREEMENT
2 Moreno Master Drainage Plan – Line F-2, Stage 2 and Line F-16, Stage 1
3 Project Nos. 4-0-00400-02 and 4-0-00401-01
4 Parcel Map No. 36207

5 The Riverside County Flood Control and Water Conservation District,
6 hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and AI
7 California, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER",
8 hereby agree as follows:

9 RECITALS

10 A. DEVELOPER has submitted for approval Parcel Map No. 36207 located in
11 the City of Moreno Valley. As a condition of approval for Parcel Map No. 36207,
12 DEVELOPER must construct certain flood control facilities in order to provide flood protection
13 and drainage for DEVELOPER'S planned development; and

14 B. These certain flood control facilities include a segment of DISTRICT'S
15 Moreno Master Drainage Plan (MDP) Lines F-2 and F-16. Lines F-2 and F-16 are formerly
16 known as Lines D-1 and D-3, respectively, in DISTRICT'S Moreno MDP adopted in October
17 1980; and

18 C. The legal description of Parcel Map No. 36207 is provided in Exhibit "A"
19 attached hereto and made a part hereof; and

20 D. The required flood control facilities, all as shown in District Drawing No.
21 4-1068, include construction of: i) approximately 120 lineal feet of riprap trapezoidal channel,
22 hereinafter called "CHANNEL", as shown in concept in red on Exhibit "B" attached hereto and
23 made a part hereof; ii) approximately 550 lineal feet of underground storm drain mainline and
24 its associated transition structure, hereinafter called "LINE F-2", as shown in concept in blue on
25 Exhibit "B"; and, iii) approximately 1,350 lineal feet of underground storm drain mainline,
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1 hereinafter called "LINE F-16", as shown in concept in yellow on Exhibit "B". Together, LINE
2 F-2 and LINE F-16 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

3 E. Associated with the construction of DISTRICT DRAINAGE FACILITIES
4 is the construction of certain underground storm drain laterals that are 36 inches or less in
5 diameter, grouted riprap features, inlets, catch basins and connector pipes located within CITY
6 held easements or rights of way, hereinafter called "APPURTENANCES". Together,
7 CHANNEL and APPURTENANCES are hereinafter called "CITY DRAINAGE FACILITIES".
8 Together, DISTRICT DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES are
9 hereinafter called "PROJECT"; and
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11 F. DEVELOPER and CITY desire DISTRICT to accept ownership and
12 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
13 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
14 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
15 and
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17 G. DEVELOPER and DISTRICT desire CITY to accept ownership and
18 responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES.
19 Therefore, CITY must review and approve DEVELOPER'S plans and specifications for
20 PROJECT and subsequently inspect the construction of CITY DRAINAGE FACILITIES.

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

22 SECTION J

23 DEVELOPER shall:

24 1. Prepare PROJECT plans and specifications, hereinafter called
25 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards,
26 and submit to DISTRICT and CITY for their respective review and approval.
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1 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
2 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
3 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT
4 PLANS, review and approval of rights of way and conveyance documents, and with the
5 processing and administration of this Agreement.

6 3. Deposit with CITY, any and all such amounts as are deemed reasonably
7 necessary by CITY to cover CITY'S costs associated with the review of IMPROVEMENT
8 PLANS, review and approval of all rights of way and conveyance documents, and with the
9 processing and administration of this Agreement.

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

20 5. Deposit with CITY (Attention: Public Works/Land Development), at the
21 time of providing written notice to DISTRICT of the start of PROJECT construction as set forth
22 in Section I.9., the estimated cost of providing construction inspection in an amount as
23 determined and approved by CITY in accordance with the City Code and Fee Resolution of
24 CITY, including any amendments thereto.

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1 6. Secure, at its sole cost and expense, all necessary licenses, agreements,
2 permits and rights of entry as may be needed for the construction, inspection, operation and
3 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
4 written notice to DISTRICT of the start of construction as set forth in Section I.9., with
5 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,
6 permits and rights of entry, as determined and approved by DISTRICT.

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

13 8. Provide CITY, prior to providing written notice to DISTRICT of the start
14 of construction as set forth in Section I.9., with a faithful performance bond in the amount of
15 one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE
16 FACILITIES as determined by DISTRICT and a material and labor payment bond in the
17 amount of fifty percent (50%) of the estimated cost for construction of DISTRICT DRAINAGE
18 FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall be
19 subject to approval of DISTRICT and CITY. The bonds shall remain in full force and effect
20 until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which
21 time the faithful performance bond amount may be reduced to ten percent (10%) for a period of
22 one year to guarantee against any defective work, and the Material and Labor security will be
23 released after a period of ninety (90) days if there are no liens against the project for payment of
24 materials or labor.
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1 9. Notify DISTRICT in writing (Attention: Administrative Services Section),
2 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
3 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
4 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
5 construction of PROJECT.

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

11 11. Obtain and provide DISTRICT, at the time of providing written notice to
12 DISTRICT of the start of construction of PROJECT as set forth in Section I.9., with duly
13 executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage
14 purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT
15 for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE
16 FACILITIES, as shown in concept in blue on Exhibit "C" attached hereto and made a part
17 hereof. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and
18 shall be executed by all legal and equitable owners of the property described in the offer(s).

19 12. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
20 Dedication as set forth in Section I.11., with Preliminary Reports on Title dated not more than
21 thirty (30) days prior to date of submission of all the property described in the Irrevocable
22 Offer(s) of Dedication.

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

3 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
4 the start of construction as set forth in Section I.9., a construction schedule which shall show the
5 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry on the
6 various parts of work, including estimated start and completion dates. As construction of
7 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction
8 schedule as requested by DISTRICT.

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10 15. Furnish DISTRICT with final mylar PROJECT plans and assign their
11 ownership to DISTRICT prior to the start of PROJECT construction.

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

15 17. Comply with all Cal/OSHA safety regulations including regulations
16 concerning confined space and maintain a safe working environment for DEVELOPER, CITY
17 and DISTRICT employees on the site.

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19 18. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
20 the start of construction as set forth in Section I.9., a confined space entry procedure specific to
21 PROJECT. The procedure shall comply with requirements contained in California Code of
22 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
23 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure
24 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
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26 19. During the construction period of PROJECT, provide Workers'
27 Compensation Insurance in an amount required by law. A certificate of said insurance policy
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1 shall be provided to DISTRICT and CITY at the time of providing written notice pursuant to
2 Section I.9.

3 20. Commencing on the date notice is given pursuant to Section I.9., and
4 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES and CITY accepts
5 CITY DRAINAGE FACILITIES for operation and maintenance:

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

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21 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),
22 who shall be authorized by the California Department of Insurance to
23 transact the business of insurance in the State of California, to furnish
24 DISTRICT and CITY at the time of providing written notice to
25 DISTRICT of the start of construction as set forth in Section I.9., with
26 certificate(s) of insurance and applicable policy endorsements
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1 showing that such insurance is in full force and effect and that
2 DISTRICT, the County of Riverside and CITY are named as
3 additional insureds with respect to this Agreement and the obligations
4 of DEVELOPER hereunder. Further, said certificate(s) shall state
5 that the issuing company shall give DISTRICT, the County of
6 Riverside and CITY sixty (60) days written notice in the event of any
7 cancellation, termination, non-renewal or reduction in coverage of the
8 policies evidenced by the certificate(s). In the event cancellation,
9 termination, non-renewal or reduction of coverage, DEVELOPER
10 shall forthwith, secure replacement insurance meeting the provisions
11 of this paragraph.
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13 Failure to maintain the insurance required by this paragraph shall be
14 deemed a material breach of this Agreement and shall authorize and constitute authority for
15 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section
16 IV.3.
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18 21. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole
19 cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT
20 PLANS.

21 22. Within two (2) weeks of completing PROJECT construction, provide
22 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
23 construction is substantially complete and requesting that DISTRICT conduct a final inspection
24 of DISTRICT DRAINAGE FACILITIES.
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26 23. Upon completion of PROJECT construction, and upon acceptance by CITY
27 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
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1 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE
2 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to
3 DISTRICT flood control easement(s), including ingress and egress, in a form approved by
4 DISTRICT, for the rights of way as shown in concept in blue on Exhibit "C".

5 24. At the time of recordation of the conveyance document(s) as set forth in
6 Section I.23., furnish DISTRICT with policies of title insurance, each in the amount of not less
7 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
8 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
9 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
10 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
11 deemed acceptable.

12 25. Accept ownership and sole responsibility for the operation and maintenance
13 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
14 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and
15 responsibility for operation and maintenance of CITY DRAINAGE FACILITIES. Further, it is
16 mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and
17 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
18 PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.
19 If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT
20 DRAINAGE FACILITIES are not in an acceptable condition, corrections will be made at sole
21 expense of DEVELOPER.

22 26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
23 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
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1 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
2 provided by DEVELOPER pursuant to Section I.11.

3 5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

7 7. Keep an accurate accounting of all DISTRICT construction inspection
8 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
9 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
10 as set forth in Section I.4., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
11 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
12 FACILITIES as being complete.

13 8. Accept ownership and sole responsibility for the operation and maintenance
14 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
15 FACILITIES in accordance with Section I.22., (ii) DISTRICT acceptance of PROJECT
16 construction as being complete, (iii) DISTRICT receipt of stamped and signed "record
17 drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all conveyance
18 documents described in Section I.23., (v) CITY acceptance of all necessary street rights of way
19 as deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT,
20 (vi) CITY acceptance of CITY DRAINAGE FACILITIES for ownership, operation, and
21 maintenance, and (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE
22 FACILITIES are in a satisfactorily maintained condition.
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1 4. DEVELOPER shall not request DISTRICT to accept any portion or
2 portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of
3 CITY DRAINAGE FACILITIES prior to the completion of PROJECT construction.

4 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
5 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
6 Section I.9.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
7 issuance of a Notice to Proceed is subject to staff availability.

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

20 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
21 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
22 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
23 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
24 written request for permission from DISTRICT to work the additional hours. The request shall
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1 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
2 work hours and state the reasons for the overtime and the specific time frames required. The
3 decision of granting permission for overtime work shall be made by DISTRICT at its sole
4 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
5 charged the cost incurred at the overtime rates for additional inspection time required in
6 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
7 any amendments thereto, of the County of Riverside.
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9 7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
10 Riverside, and CITY (including their agencies, districts, special districts and departments, their
11 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
12 agents and representatives) from any liability, claim, damage, proceeding or action, present or
13 future, based upon, arising out of or in any way relating to DEVELOPER'S (including its
14 officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this
15 Agreement, performance under this Agreement, or failure to comply with the requirements of
16 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
17 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
18 Amendment of the United States Constitution or any other law, ordinance or regulation caused
19 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
20 or from PROJECT; or (d) any other element of any kind or nature whatsoever.
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22 DEVELOPER shall defend, at its sole expense, including all costs and fees
23 (including but not limited to attorney fees, cost of investigation, defense and settlements or
24 awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special
25 districts and departments, their respective directors, officers, Board of Supervisors, elected and
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1 appointed officials, employees, agents and representatives) in any claim proceeding or action for
2 which indemnification is required.

3 With respect to any of DEVELOPER'S indemnification requirements,
4 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
5 have the right to adjust, settle, compromise any such claim, proceeding or action without the
6 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
7 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
8 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside or CITY.
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10 DEVELOPER'S indemnification obligations shall be satisfied when
11 DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form
12 of dismissal (or similar document) relieving DISTRICT, County of Riverside or CITY from any
13 liability for the claim, proceeding or action involved.

14 The specified insurance limits required in this Agreement shall in no way
15 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT,
16 County of Riverside and CITY from third party claims.
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18 In the event there is conflict between this section and California Civil Code
19 Section 2782, this section shall be interpreted to comply with California Civil Code Section
20 2782. Such interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT,
21 County of Riverside or CITY to the fullest extent allowed by law.

22 8. 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
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1 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
2 enforcement hereof.

3 9. [THIS SECTION INTENTIONALLY LEFT BLANK]

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

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

11 RIVERSIDE COUNTY FLOOD CONTROL
12 AND WATER CONSERVATION DISTRICT
13 1995 Market Street
14 Riverside, CA 92501
15 Attn: Administrative Services Section

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Public Works Director

14 AI CALIFORNIA, LLC
15 1710 Iowa Ave.
16 Suites 150/240
17 Riverside, CA 92507
18 Attn: Paul Piorkowski

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

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

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

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

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

13 17. 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.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

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

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy


(SEAL)

Cooperative Agreement:
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
Parcel Map No. 36207
TT:LMD:bad
03/26/14

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RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY


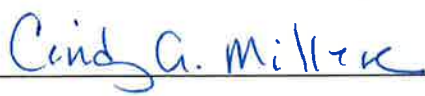
By 
AHMAD R. ANSARI
Public Works Director/City Engineer

By 
MICHELLE DAWSON
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
SUZANNE BRYANT
City Attorney

JANE HALSTEAD
City Clerk

By 

(SEAL)

Cooperative Agreement:
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
Parcel Map No. 36207
TT:LMD:bad
03/26/14

AI CALIFORNIA, LLC
a Delaware limited liability company

By: ALDI Inc.,
an Illinois corporation

By 

PAUL PIORKOWSKI
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of Riverside }
On March 31, 2014 before me, Jaime L. Mone - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Paul Piorkowski
Name(s) of Signer(s)



Place Notary Seal Above

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: Jaime L. Mone
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

TENTATIVE PARCEL MAP NO. 36207, BEING A DIVISION OF THE FOLLOWING:

PARCEL 1:

LOT 3, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 27, 1962, IN BOOK 3289, PAGE 186, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 4, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, TOGETHER WITH THE EAST ONE-HALF OF QUINCY STREET, WITHIN SAID BLOCK, LYING WESTERLY AND ADJACENT TO SAID LOT 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 27, 1962, IN BOOK 3289, PAGE 186 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 5, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, TOGETHER WITH THE EAST ONE-HALF OF QUINCY STREET AND THE NORTH ONE-HALF OF FIR AVENUE, WITHIN SAID BLOCK, LYING WESTERLY, SOUTHERLY AND ADJACENT TO SAID LOT 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 6, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, TOGETHER WITH THE NORTH ONE-HALF OF FIR AVENUE, LYING SOUTHERLY AND ADJACENT TO SAID LOT 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT NO. 983, RECORDED MARCH 26, 2007, AS DOCUMENT NO. 2007-180759, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 2 AND 7, BLOCK 35 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO, AS

Cooperative Agreement
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
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PM 36207

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Exhibit A

SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, TOGETHER WITH THAT PORTION OF FIR AVENUE WITHIN SAID BLOCK 35 LYING EAST OF THE WEST LINE OF SAID LOT 7 PROLONGED SOUTHERLY LYING IN SECTION 2, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF REDLANDS BOULEVARD, 120 FEET IN WIDTH AND GREVILLEA AVENUE, 80 FEET IN WIDTH AS SHOWN ON SAID MAP NO. 1;

THENCE ALONG THE CENTERLINE OF SAID REDLANDS BOULEVARD SOUTH $00^{\circ}26'55''$ WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF SAID GREVILLEA AVENUE;

THENCE ALONG SAID EASTERLY PROLONGATION NORTH $89^{\circ}33'42''$ WEST A DISTANCE OF 60.00 FEET TO A POINT DESCRIBED AS THE BEGINNING OF COURSE "A" OF PARCEL "L" PER BOOK 3289, PAGE 186 OF THE DEEDS TO THE STATE OF CALIFORNIA AS RECORDED ON DECEMBER 27, 1962 AS INSTRUMENT NUMBER 119152 IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, SAID POINT BEING ON THE WEST LINE OF SAID REDLANDS BOULEVARD;

THENCE ALONG SAID COURSE "A" NORTH $89^{\circ}33'42''$ WEST 874.11 FEET TO THE WESTERLY TERMINUS OF SAID COURSE "A", SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "L" NORTH $89^{\circ}33'42''$ WEST A DISTANCE OF 386.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BLOCK 35 OF SAID MAP NO. 1;

THENCE ALONG SAID WEST LINE SOUTH $00^{\circ}26'58''$ WEST A DISTANCE OF 1280.34 FEET TO A POINT ON THE CENTERLINE OF FIR AVENUE AS SHOWN ON SAID MAP NO. 1, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 7;

THENCE ALONG SAID CENTERLINE SOUTH $89^{\circ}33'43''$ EAST A DISTANCE OF 540.00 FEET;

THENCE LEAVING SAID CENTERLINE, ON A LINE PARALLEL WITH AND 540.00 FEET DISTANT FROM SAID WESTERLY LINE OF SAID LOT 2 AND SAID LOT 7 NORTH $00^{\circ}26'58''$ EAST A DISTANCE OF 1268.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "L";

THENCE ALONG SAID SOUTHERLY LINE NORTH $85^{\circ}11'19''$ WEST A DISTANCE OF 154.38 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE-DESCRIBED REMAINDER PARCEL CONTAINS 690,476 SQUARE FEET (15.851 ACRES), MORE OR LESS.

APN: 488-330-003-7 and 488-330-004-8 and 488-330-005-9 and 488-330-006-0 and 488-330-026-8

Cooperative Agreement
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01

PM 36207

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Exhibit B

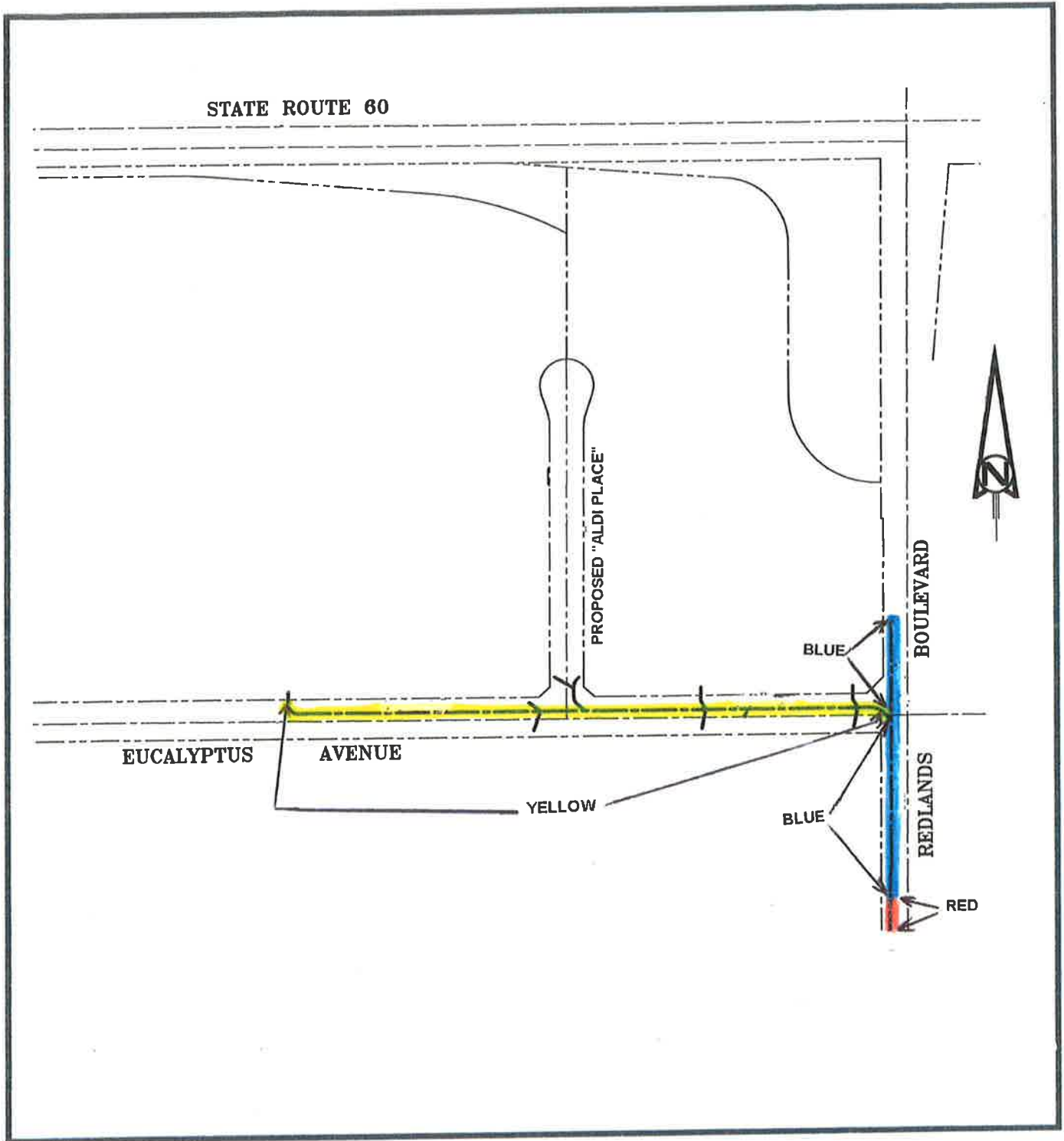


Exhibit C

