

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



416 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 13, 2010

SUBJECT: Eastvale MDP-Line E Black Horse Avenue Laterals, Stage 2
Project No. 2-0-0342-02, Parcel Map 35933
Cooperative Agreement

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District, the County of Riverside, and WLPX Eastvale LLC and Lewis Investment Company LLC (Developers); and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which certain stormwater drainage facilities, required as a condition for approval of Parcel Map 35933, are to be constructed by the Developers and inspected, operated and maintained by the District. The Agreement is necessary to provide for District construction inspection of the Eastvale MDP – Line E Black Horse Avenue Laterals associated with Parcel Map 35933. Upon completion of project construction, the District will assume ownership, operation and maintenance of the mainline storm drain.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE.

by Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 13, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.5

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS DATE: 7/13/10

Departmental Concurrence

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

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

SUBJECT: Eastvale MDP-Line E Black Horse Avenue Laterals, Stage 2
Project No. 2-0-0342-02, Parcel Map 35933
Cooperative Agreement

SUBMITTAL DATE: July 13, 2010

Page 2

BACKGROUND (continued)

County will accept and hold the payment and performance bonds, grant the occupancy permit, and accept the irrevocable offers of dedication necessary to complete the project. This matter is also on the County's Board Agenda for approval this same date.

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs will accrue to the District.

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

KEC:blj

COOPERATIVE AGREEMENT

Eastvale MDP-Line E, Black Horse Avenue Laterals, Stage 2
Parcel Map 35933 (Project No. 2-0-00342-02)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and WLPX EASTVALE LLC, a Delaware limited liability company, and LEWIS INVESTMENT COMPANY LLC, a California limited liability company, hereinafter together called "DEVELOPERS", hereby agree as follows:

RECITALS

A. DEVELOPERS have submitted for approval Parcel Map No. 35933 located in the Eastvale area of northwestern Riverside County and as a condition for approval DEVELOPERS must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPERS' planned development; and

B. The required flood control facilities include construction of approximately 302 lineal feet of underground storm drain system, hereinafter called "PROJECT", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof. At its downstream terminus, PROJECT will connect to an existing COUNTY (Line B-3) maintained facility as shown on DISTRICT Drawing No. 2-353; and

C. DEVELOPERS and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of PROJECT. Therefore, DISTRICT must review and approve DEVELOPERS' plans and specifications for PROJECT, subsequently inspect the construction of PROJECT; and

D. DISTRICT is willing to (i) review and approve DEVELOPERS' plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, and (iii) accept ownership and responsibility for the operation and maintenance of PROJECT as set forth herein,

1 provided DEVELOPERS (i) comply with this Agreement, (ii) pay DISTRICT the amounts
2 specified herein to cover DISTRICT'S plan review and construction inspection costs for
3 PROJECT, (iii) construct PROJECT in accordance with plans and specifications approved by
4 DISTRICT, (iv) obtain all necessary permits, regulatory permits, licenses and rights of entry as
5 set forth herein, (v) accept ownership and sole responsibility for the operation and maintenance
6 of PROJECT following completion of PROJECT construction until such time as DISTRICT
7 accepts ownership and responsibility for the operation and maintenance of PROJECT and (vi)
8 obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation and
9 maintenance of PROJECT as set forth herein.
10

11 E. COUNTY is willing to (i) accept and hold faithful performance and
12 payment bonds submitted by DEVELOPERS for PROJECT and (ii) consent to the recordation
13 and conveyance of Irrevocable Offers of Dedication furnished by DEVELOPERS as provided
14 herein; and
15

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

17 SECTION I

18 DEVELOPERS shall:
19

20 1. Prepare plans and specifications for PROJECT (Drawing No. 2-425),
21 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT standards, and
22 submit to DISTRICT for their review and approval.

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

3 3. Deposit with DISTRICT (Attention: Business Office – Accounts
4 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
5 construction as set forth in Section I.8., the estimated cost of providing construction inspection
6 for PROJECT, in an amount as determined and approved by DISTRICT in accordance with
7 Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto,
8 based upon the bonded value of PROJECT.
9

10 4. [This Section Intentionally Left Blank.]

11 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
12 permits and rights of entry as may be needed for the construction, inspection, operation and
13 maintenance of PROJECT. DEVELOPERS shall furnish DISTRICT, at the time of providing
14 written notice to DISTRICT of the start of construction as set forth in Section I.8 with sufficient
15 evidence of DEVELOPERS having secured such necessary licenses, agreements, permits and
16 rights of entry, as determined and approved by DISTRICT.
17

18 6. Furnish DISTRICT with copies of all permits, approvals or agreements
19 required by any Federal or State resource and/or regulatory agency for the construction,
20 operation and maintenance of PROJECT. Such documents include but are not limited to those
21 issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board,
22 California State Department of Fish and Game and State Water Resources Control Board.
23

24 7. Provide COUNTY, at the time of providing written notice to DISTRICT of
25 the start of construction as set forth in Section I.8., with faithful performance and payment
26 bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction
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1 of PROJECT as determined by DISTRICT. The surety, amount and form of the bonds shall be
2 subject to the approval of DISTRICT and COUNTY. The bonds shall remain in full force and
3 effect until PROJECT is accepted by DISTRICT as complete; at which time the faithful
4 performance bond amount may be reduced to ten percent (10%) for a period of one year to
5 guarantee against any defective work, labor or materials.

6 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
7 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
8 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued
9 DEVELOPERS a written Notice to Proceed authorizing DEVELOPERS to commence
10 construction of PROJECT.
11

12 9. Grant DISTRICT, by execution of this Agreement, the right to enter upon
13 DEVELOPERS' property where necessary and convenient for the purpose of gaining access to,
14 and performing inspection service for, the construction of PROJECT as set forth herein.
15

16 10. Obtain and provide DISTRICT, at the time of providing written notice to
17 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly
18 executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage
19 purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT
20 for the construction, inspection, operation and maintenance of PROJECT, as shown in concept
21 cross-hatched in red on Exhibit "B" attached hereto and made a part hereof. The Irrevocable
22 Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all
23 legal and equitable owners of the property described in the Offer(s).
24

25 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
26 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than
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1 thirty (30) days prior to date of submission of all the property described in the Irrevocable
2 Offer(s) of Dedication.

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

9 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
10 the start of construction as set forth in Section I.8., a construction schedule which shall show the
11 order and dates in which the DEVELOPERS or their contractor(s) propose to carry on the
12 various parts of work, including estimated start and completion dates. As construction of
13 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
14 DISTRICT.
15

16 14. Furnish DISTRICT with the final Mylar IMPROVEMENT PLANS and
17 assign their ownership to DISTRICT prior to the start of PROJECT construction.
18

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

21 16. Comply with all Cal/OSHA safety regulations including regulations
22 concerning confined space and maintain a safe working environment for DEVELOPERS' and
23 DISTRICT employees on the site.
24

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

1 Code of Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157,
2 Permit Required Confined Space and DISTRICT Confined Space Procedures, SOM-18. The
3 procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
4 Proceed.

5
6 18. During the construction period of PROJECT, provide Workers'
7 Compensation Insurance in an amount required by law. A certificate of said insurance policy
8 shall be provided to DISTRICT at the time of providing written notice pursuant to Section I.8.

9
10 19. Commencing on the date notice is given pursuant to Section I.8. and
11 continuing until DISTRICT accepts PROJECT for operation and maintenance:

- 12 (a) Provide and maintain or cause its contractor(s) to provide and
13 maintain comprehensive liability insurance coverage which shall
14 protect DEVELOPERS from claim from damages for personal
15 injury, including accidental and wrongful death, as well as from
16 claims for property damage which may arise from DEVELOPERS'
17 construction of PROJECT or the performance of their obligations
18 hereunder, whether such construction or performance be by
19 DEVELOPERS, by any of their contractors, subcontractors, or by
20 anyone employed directly or indirectly by any of them. Such
21 insurance shall name DISTRICT and COUNTY as additional
22 insureds with respect to this Agreement and the obligations of
23 DEVELOPERS hereunder. Such insurance shall provide for limits
24 of not less than two million dollars (\$2,000,000) per occurrence.
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1 (b) Cause their insurance carrier(s) or their contractor's insurance
2 carrier(s), who shall be authorized by the California Department of
3 Insurance to transact the business of insurance in the State of
4 California, to furnish DISTRICT, at the time of providing written
5 notice to DISTRICT, of the start of construction as set forth in
6 Section I.8. with certificate(s) of insurance and applicable policy
7 endorsements showing that such insurance is in full force and effect
8 and that DISTRICT and COUNTY are named as additional insureds
9 with respect to this Agreement and the obligations of
10 DEVELOPERS hereunder. Further, said certificate(s) shall state that
11 the issuing company shall give DISTRICT and COUNTY (60) days
12 written notice in the event of any cancellation, termination, non-
13 renewal or reduction in coverage of the policies evidenced by the
14 certificate(s). In the event of any such cancellation, termination,
15 non-renewal or reduction in coverage, DEVELOPERS shall,
16 forthwith, secure replacement insurance meeting the provisions of
17 this paragraph.
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20 Failure to maintain the insurance required by this paragraph shall be deemed a
21 material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at
22 its sole discretion, to proceed to perform the remaining work pursuant to Section IV.3.
23

24 20. Construct or cause to be constructed, PROJECT at DEVELOPERS' sole
25 cost and expense in accordance with DISTRICT approved IMPROVEMENT PLANS.
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1 21. Within two (2) weeks of completing PROJECT construction, provide
2 DISTRICT with written notice (Attention: Contract Administration Section) that construction of
3 PROJECT is substantially complete and requesting that DISTRICT conduct a final inspection of
4 PROJECT.

5 22. Upon completion of PROJECT construction, but prior to DISTRICT
6 acceptance of PROJECT for ownership, operation and maintenance, convey, or cause to be
7 conveyed to DISTRICT flood control easement(s), including ingress and egress, in a form
8 approved by DISTRICT, for the rights of way as shown in concept cross-hatched in red on
9 Exhibit "B".
10

11 23. At the time of recordation of the conveyance document(s) as set forth in
12 Section I.22., furnish DISTRICT with policies of title insurance, each in the amount of not less
13 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
14 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
15 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
16 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
17 deemed acceptable.
18

19 24. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
21 and maintenance of PROJECT. Further, it is mutually understood by the parties hereto that
22 prior to DISTRICT acceptance of ownership and responsibility for the operation and
23 maintenance of PROJECT, PROJECT shall be in a satisfactorily maintained condition as solely
24 determined by DISTRICT.
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1 require DEVELOPERS' surety to pay to COUNTY the penal sum of any and all bonds. In
2 which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

3 4. [This Section Intentionally Left Blank.]

4 5. DISTRICT shall endeavor to issue DEVELOPERS a Notice to Proceed
5 within twenty (20) days of receipt of DEVELOPERS' complete written notice as set forth in
6 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
7 issuance of a Notice to Proceed is subject to staff availability.
8

9 In the event DEVELOPERS wish to expedite issuance of a Notice to
10 Proceed, DEVELOPERS may elect to furnish an independent qualified construction inspector at
11 DEVELOPERS' sole cost and expense. DEVELOPERS shall furnish appropriate
12 documentation of the individual's credentials and experience to DISTRICT for review and, if
13 appropriate, approval. DISTRICT shall review the individual's qualifications and experience
14 and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall
15 be authorized to act on DISTRICT'S behalf on all PROJECT construction and quality control
16 matters. If DEVELOPERS' initial construction inspection deposit furnished pursuant to Section
17 I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPERS up to
18 eighty percent (80%) of DEVELOPERS' initial inspection deposit within forty-five (45) days of
19 DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
20 thousand dollars (\$10,000) shall be retained on account.
21

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

9 7. DEVELOPERS shall indemnify and hold harmless DISTRICT and
 10 COUNTY (including their agencies, districts, special districts and departments, their respective
 11 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
 12 representatives) from any liability, claim, damage, proceeding or action, present or future, based
 13 upon, arising out of or in any way relating to DEVELOPERS' (including its officers, employees,
 14 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
 15 performance under this Agreement, or failure to comply with the requirements of this
 16 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.
 21

22 DEVELOPERS 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 and COUNTY (including their agencies, districts, special districts and
 25 departments, their respective directors, officers, Board of Supervisors, elected and appointed
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1 officials, employees, agents and representatives) in any claim, proceeding or action for which
2 indemnification is required.

3 With respect to any of DEVELOPERS' indemnification requirements,
4 DEVELOPERS shall, at their sole cost, have the right to use counsel of their own choice and
5 shall have the right to adjust, settle or compromise any such claim, proceeding or action without
6 the prior consent of DISTRICT and COUNTY; provided, however, that any such adjustment,
7 settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPERS'
8 indemnification obligations to DISTRICT or COUNTY.
9

10 DEVELOPERS' indemnification obligations shall be satisfied when
11 DEVELOPERS have provided to DISTRICT and COUNTY the appropriate form of dismissal
12 (or similar document) relieving DISTRICT or COUNTY from any liability for the claim,
13 proceeding or action involved.
14

15 The specified insurance limits required in this Agreement shall in no way limit or
16 circumscribe DEVELOPERS' obligations to indemnify and hold harmless DISTRICT and
17 COUNTY from third party claims.

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 Civil Code 2782. Such
20 interpretation shall not relieve the DEVELOPERS from indemnifying DISTRICT or COUNTY
21 to the fullest extent allowed by law.
22

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

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

5 10. 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:
7

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

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

11 WLPX EASTVALE, LLC
12 1156 North Mountain Avenue
13 Upland, CA 91786
14 Attn: Rick Manners

LEWIS INVESTMENT
COMPANY, LLC
1156 North Mountain Avenue
Upland, CA 91786

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

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

26 13. The rights and obligations of DEVELOPERS shall inure to and be binding
27 upon all heirs, successors and assignees.
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14. DEVELOPERS shall not assign or otherwise transfer any of their rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPERS expressly understand and agree that they shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

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

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

//

//

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

JUL 13 2010

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

By Karenington
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Juan C. Perez
JUAN C. PEREZ
Director of Transportation

By Marion Ashley
MARION ASHLEY, Chairman
County of Riverside Board of Supervisors

FORM APPROVED COUNTY COUNSEL

ATTEST:

BY: Synthia M. Gunzel 6-29-10
SYNTHIA M. GUNZEL DATE

KECIA HARPER-IHEM
Clerk of the Board

By Karenington
Deputy

(SEAL)

Cooperative Agreement: PM 35933
Eastvale MDP- Line E Blackhorse Avenue Laterals, Stage 2
4/19/10
KEC:blj

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WLPX EASTVALE LLC
a Delaware limited liability company

By **LEWIS OPERATING CORPORATION**
a California corporation, its sole manager

By 
DAVID L. LINDEN, Vice President

(ATTACH NOTARY WITH
CAPACITY STATEMENTS)

LEWIS INVESTMENT COMPANY LLC
a California limited liability company

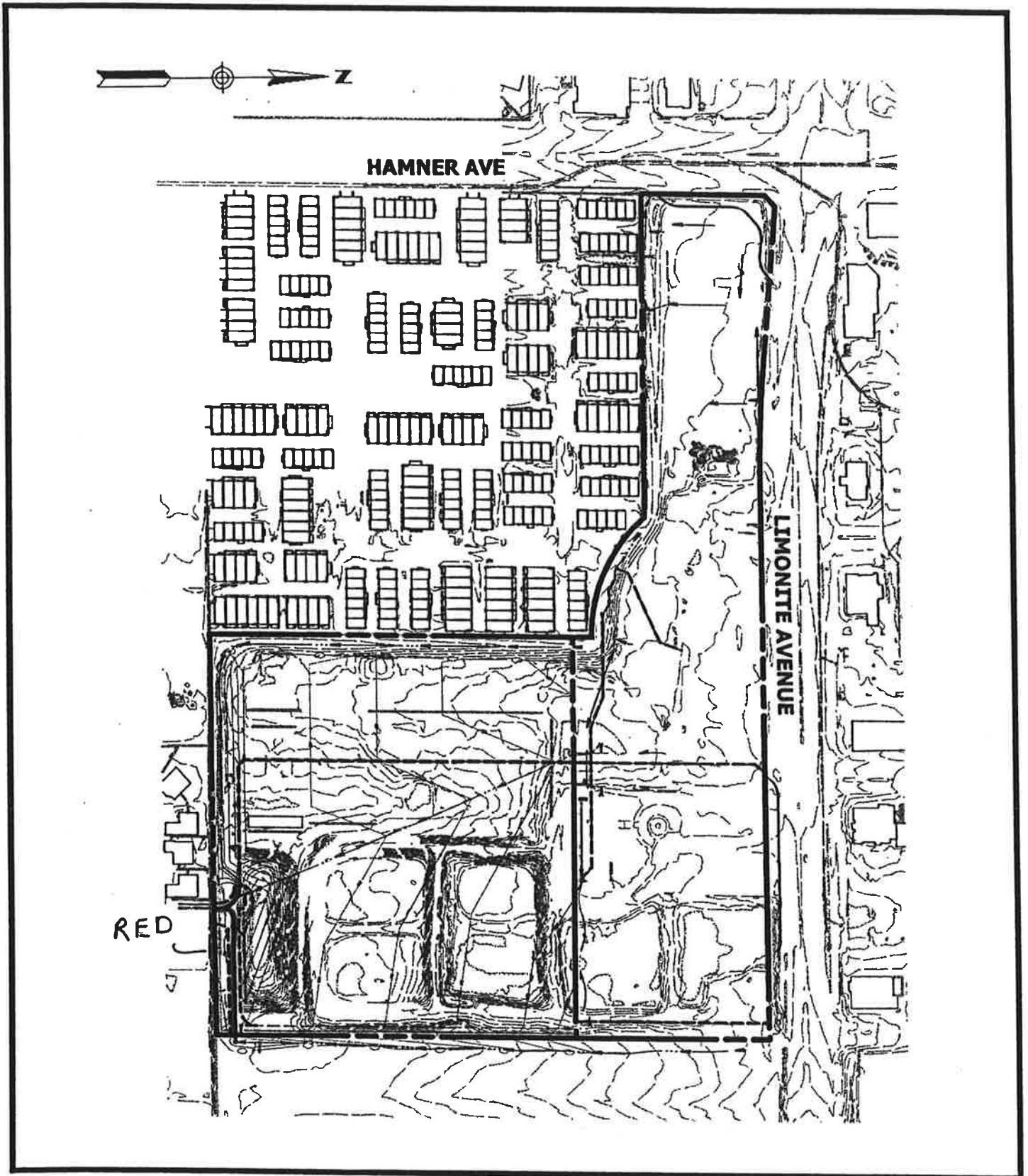
By **LEWIS OPERATING CORPORATION**
a California corporation, its sole manager

By 
SCOTT CRAWFORD, Vice President

(ATTACH NOTARY WITH
CAPACITY STATEMENTS)

Cooperative Agreement: PM 35933
Eastvale MDP- Line E Blackhorse Avenue Laterals, Stage 2
4/19/10
KEC:blj

Exhibit A



Cooperative Agreement
Eastvale MDP Line E
Blackhorse Ave., Stage 2
Project Number: 1-0-00342-02
1 of 2

Exhibit A

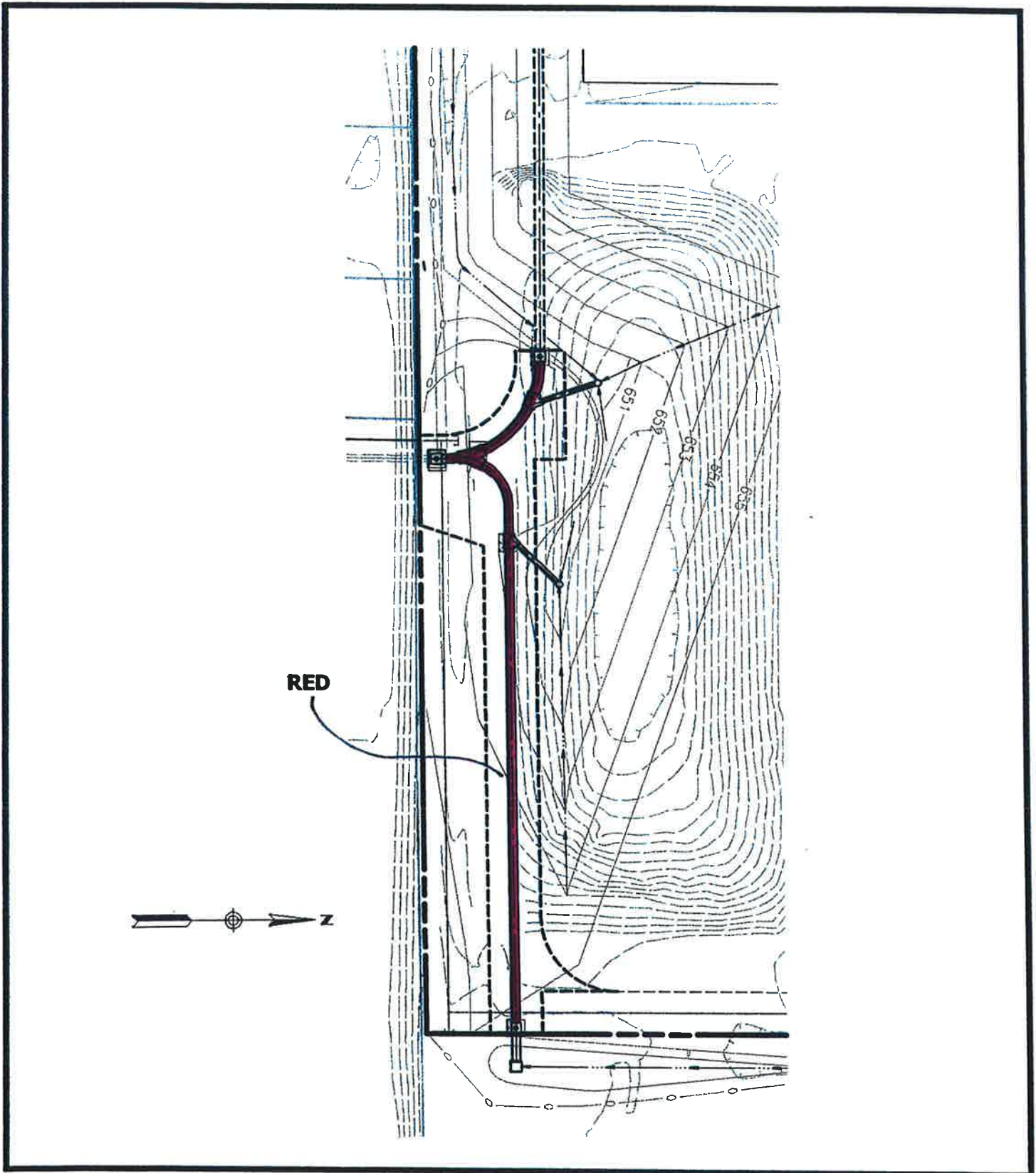


Exhibit B

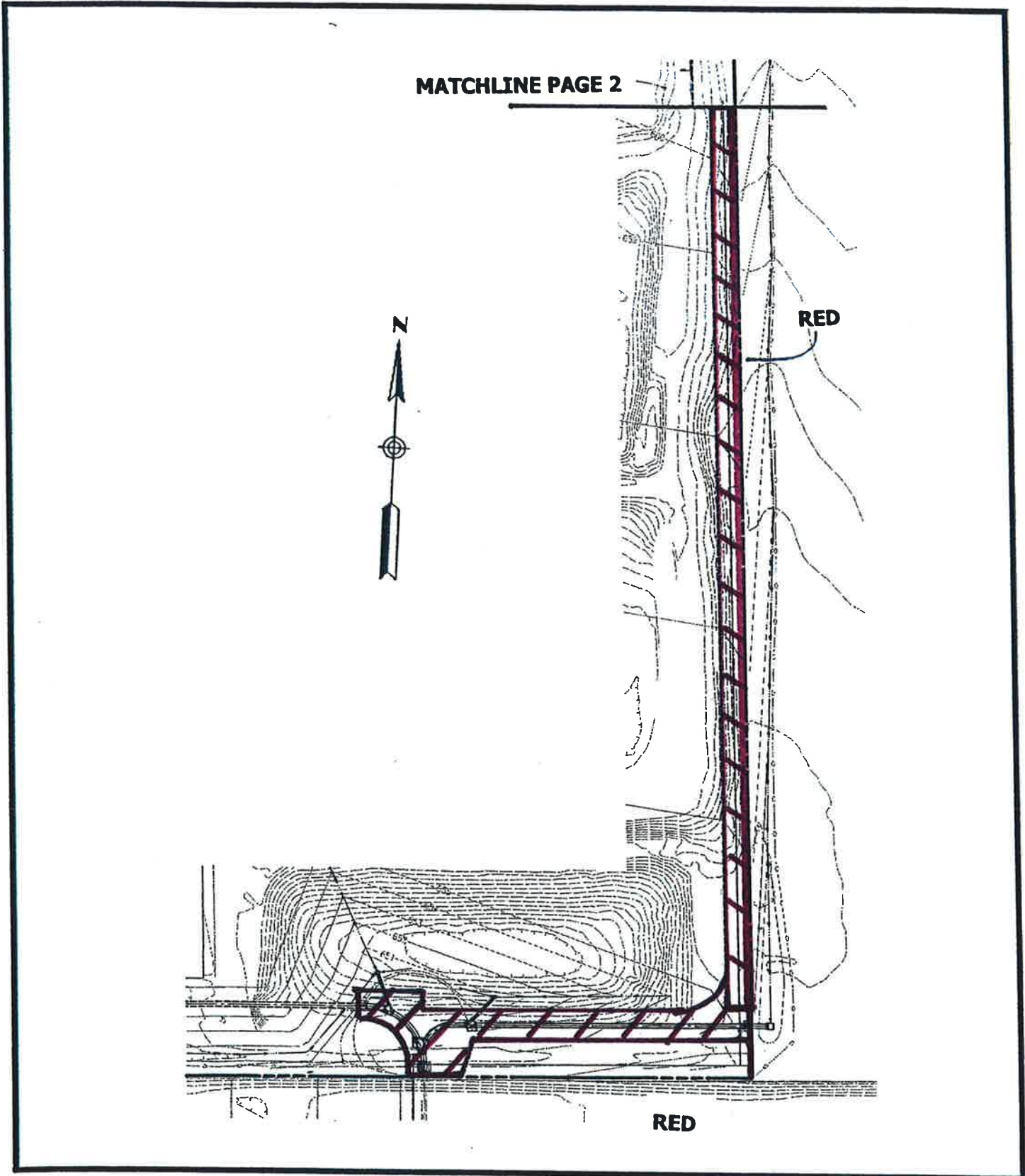
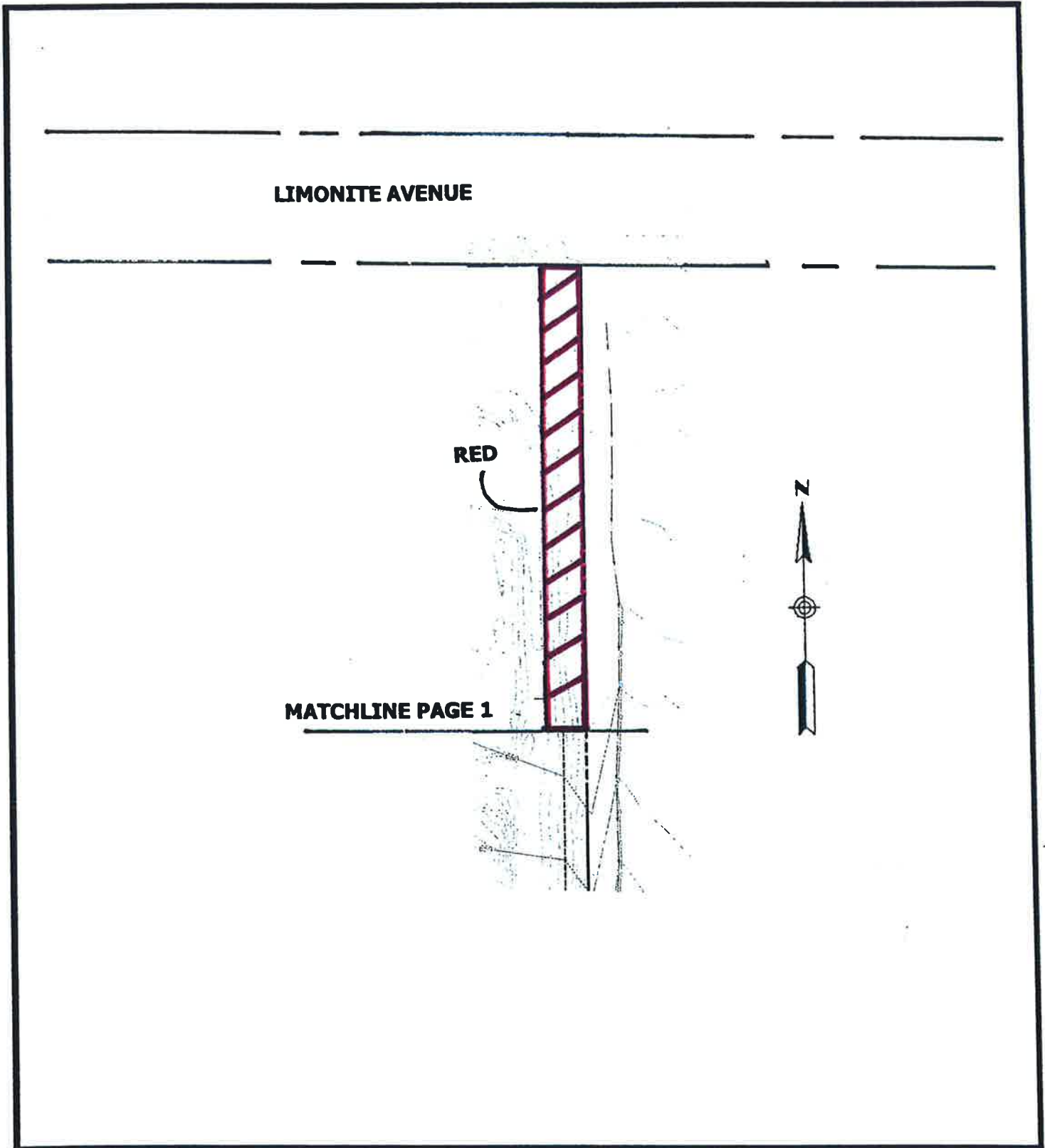


Exhibit B



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino }

On June 7, 2010 before me, Jennifer Barker, Notary Public
Date Here Insert Name and Title of the Officer

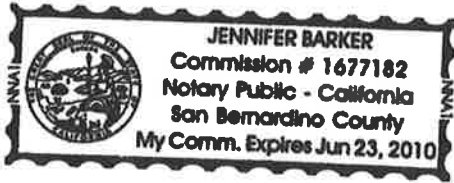
personally appeared David L. Linden
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Jennifer Barker
Signature of Notary Public



Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

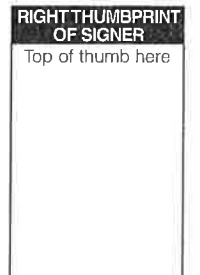
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

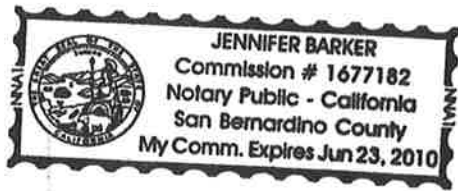
County of San Bernardino

On June 7, 2010
Date

before me, Jennifer Barker, Notary Public
Here Insert Name and Title of the Officer

personally appeared

J. Scott Crawford
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 Jennifer Barker
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

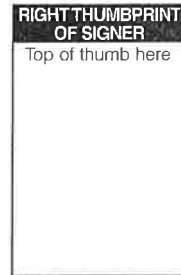
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____