

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



**FROM:** General Manager-Chief Engineer

409 B

**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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ 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 FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** May 6, 2014  
**xc:** Flood

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

**Prev. Agn. Ref.:**

**District:** 5<sup>th</sup>/5<sup>th</sup>

**Agenda Number:**

**11-1**

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

Departmental Concurrence

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

**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  
10

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  
16

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 I

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.

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

8           7.   Furnish DISTRICT with copies of all permits, approvals or agreements  
9 required by any Federal, State or local resource and/or regulatory agency for the construction,  
10 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include  
11 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional  
12 Water Quality Control Board, California State Department of Fish and Game, and State Water  
13 Resources Control Board.  
14

15           8.   Provide CITY, prior to providing written notice to DISTRICT of the start  
16 of construction as set forth in Section I.9., with a faithful performance bond in the amount of  
17 one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE  
18 FACILITIES as determined by DISTRICT and a material and labor payment bond in the  
19 amount of fifty percent (50%) of the estimated cost for construction of DISTRICT DRAINAGE  
20 FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall be  
21 subject to approval of DISTRICT and CITY. The bonds shall remain in full force and effect  
22 until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which  
23 time the faithful performance bond amount may be reduced to ten percent (10%) for a period of  
24 one year to guarantee against any defective work, and the Material and Labor security will be  
25 released after a period of ninety (90) days if there are no liens against the project for payment of  
26 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.  
9

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

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.

19           (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),  
20 who shall be authorized by the California Department of Insurance to  
21 transact the business of insurance in the State of California, to furnish  
22 DISTRICT and CITY at the time of providing written notice to  
23 DISTRICT of the start of construction as set forth in Section I.9., with  
24 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.  
12

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.  
17

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

14           8. Accept ownership and sole responsibility for the operation and maintenance  
15 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT  
16 FACILITIES in accordance with Section I.22., (ii) DISTRICT acceptance of PROJECT  
17 construction as being complete, (iii) DISTRICT receipt of stamped and signed "record  
18 drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all conveyance  
19 documents described in Section I.23., (v) CITY acceptance of all necessary street rights of way  
20 as deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT,  
21 (vi) CITY acceptance of CITY DRAINAGE FACILITIES for ownership, operation, and  
22 maintenance, and (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE  
23 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

9           In the event DEVELOPER wishes to expedite issuance of a Notice to  
10 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at  
11 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation  
12 of the individual's credentials and experience to DISTRICT for review and, if appropriate,  
13 approval. DISTRICT shall review the individual's qualifications and experience, upon approval  
14 thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act  
15 on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES construction and quality  
16 control matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to  
17 Section I.4. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER  
18 up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45)  
19 days of 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 DEVELOPER feels it is necessary to work  
25 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a  
26 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.  
8

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.  
21

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.  
9

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.  
17

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

23 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
24 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
25 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
26 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

9 11. Any and all notices sent or required to be sent to the parties of this  
10 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

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

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

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

9           16. The individual(s) executing this Agreement on behalf of DEVELOPER  
10 certify that they have the authority within their respective company(ies) to enter into and  
11 execute this Agreement, and have been authorized to do so by all boards of directors, legal  
12 counsel, and / or any other board, committee or other entity within their respective company(ies)  
13 which have the authority to authorize or deny entering into this Agreement.  
14

15           17. This Agreement is intended by the parties hereto as a final expression of  
16 their understanding with respect to the subject matter hereof and as a complete and exclusive  
17 statement of the terms and conditions thereof and supersedes any and all prior and  
18 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
19 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

MAY 06 2014

(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 R. Kipnis  
NEAL R. KIPNIS  
Deputy County Counsel

By Kecia Harper-Ihem  
Deputy

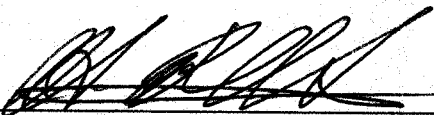
(SEAL)

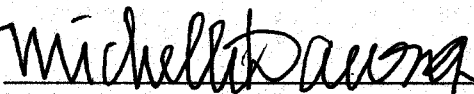
Cooperative Agreement:  
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1  
Project Nos. 4-0-00400-02 and 4-0-00401-01  
Parcel Map No. 36207  
TT:LMD:bad  
03/26/14

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RECOMMENDED FOR APPROVAL:


CITY OF MORENO VALLEY

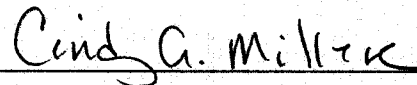
By   
AHMAD R. ANSARI  
Public Works Director/City Engineer

By   
MICHELLE DAWSON  
City Manager

APPROVED AS TO FORM:

ATTEST:

By   
SUZANNE BRYANT  
City Attorney


JANE HALSTEAD  
City Clerk  
*for*  
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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Cooperative Agreement:  
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Project Nos. 4-0-00400-02 and 4-0-00401-01  
Parcel Map No. 36207  
TT:LMD:bad  
03/26/14

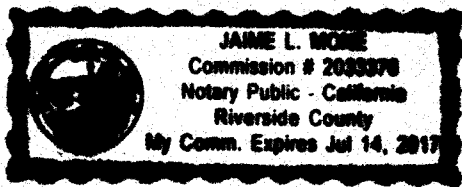
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

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/het/their authorized capacity(ies), and that by his/het/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: \_\_\_\_\_



JANE L. MOORE  
Commission # 202378  
Notary Public - California  
Riverside County  
My Comm. Expires Jul 14, 2017



# 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

## 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;

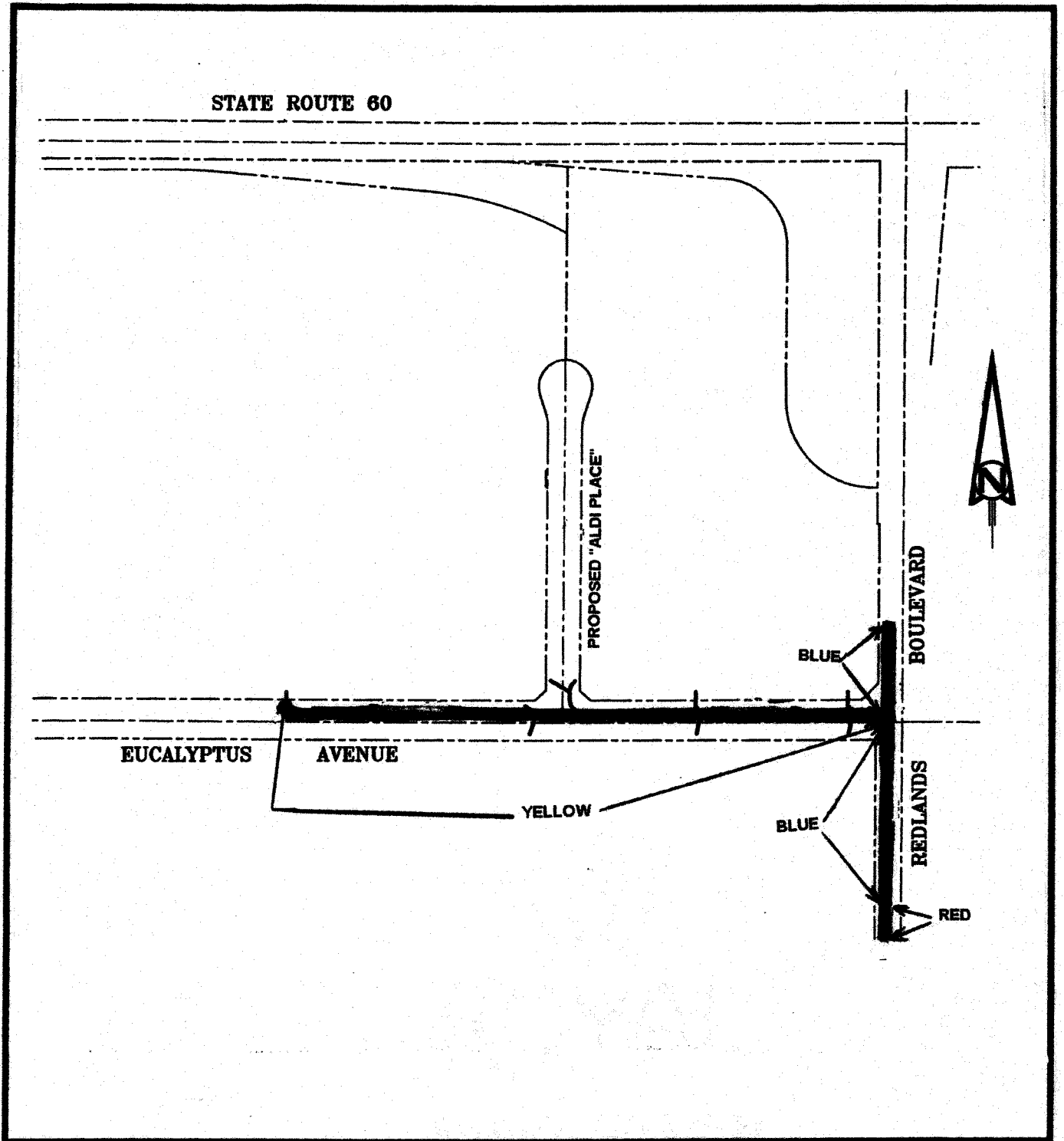
THENCE LEAVING SAID CENTERLINE, ON A LINE PARALLEL WITH AND 540.00 FEET DISTANT FROM SAID WESTERLY LINE OF SAID LOT 2 AND SAID LOT 7 NORTH  $00^{\circ}26'58''$  EAST A DISTANCE OF 1268.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "L";

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.

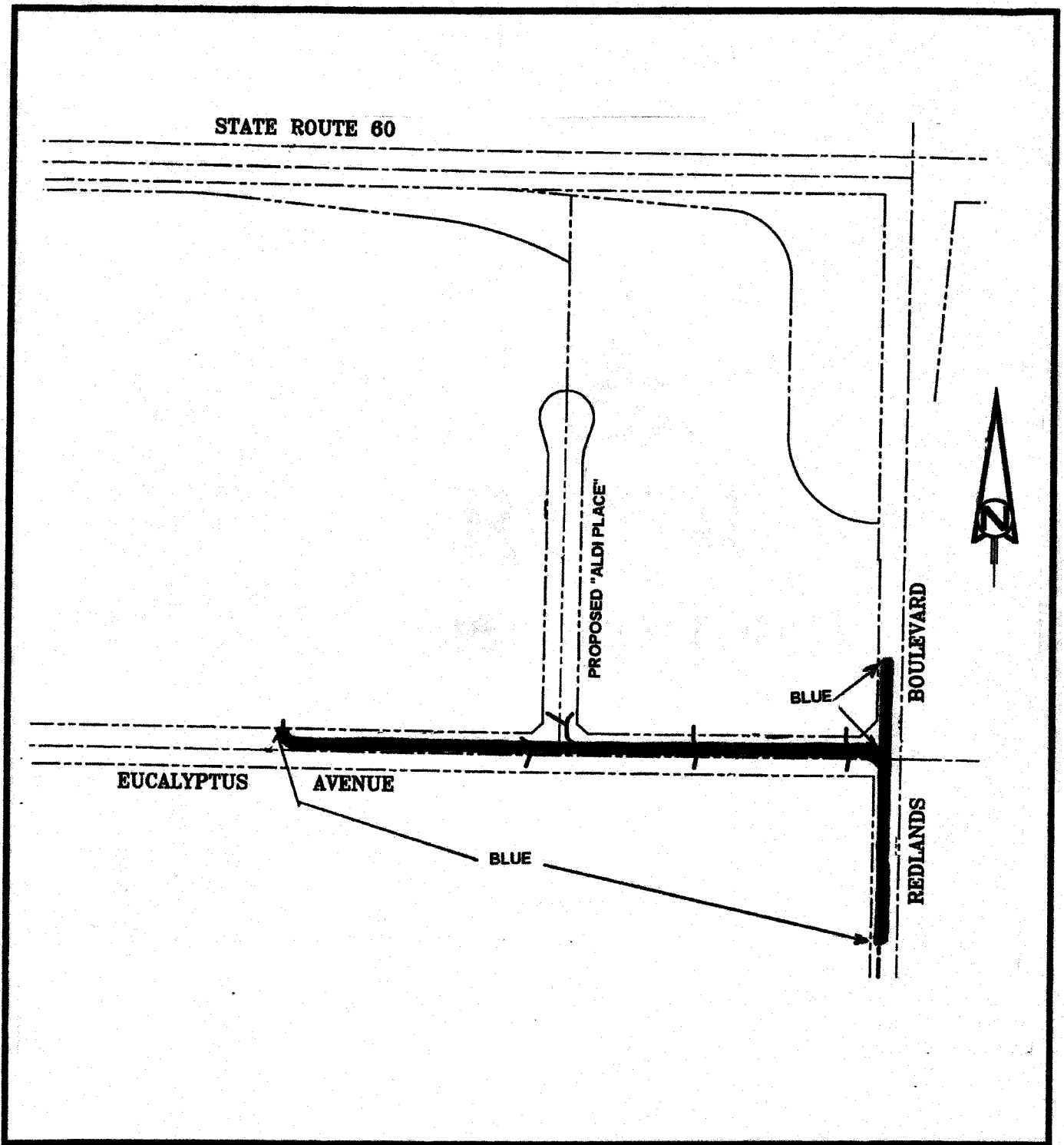
APN: 488-330-003-7 and 488-330-004-8 and 488-330-005-9 and 488-330-006-0 and 488-330-026-8

# Exhibit B



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  
1 of 1

# Exhibit C



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  
1 of 1