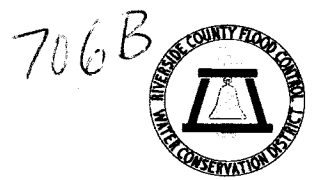


FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 10/19/15

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



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 MARCH 1, 2016

**SUBJECT:** Approval of Cooperative Agreement for Eastvale Master Drainage Plan Line E-1, Stage 2 (Tentative Parcel Map No. 36487), Project No. 2-0-0324-02, District 2 [\$N/A]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Eastvale (City) and Tarpon Property Ownership 2 LLC (Developer); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tentative Parcel Map No. 36487, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

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*[Signature]*  
**WARREN D. WILLIAMS**  
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<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: *[Signature]*  
 Steven C. Horn  
 County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: March 1, 2016  
 xc: Flood

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

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

**Prev. Agn. Ref.:** | **District:** 2<sup>nd</sup> | **Agenda Number:**

**11-2**

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

**FORM 11:** Approval of Cooperative Agreement for Eastvale Master Drainage Plan Line E-1, Stage 2  
(Tentative Parcel Map No. 36487), Project No. 2-0-0324-02, District 2 [\$/N/A]

**DATE:** March 1, 2016

**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 the 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. The 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, outlets, inlets, etc., located within the City's right of way boundaries.

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

**Impact on Residents and Businesses**

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

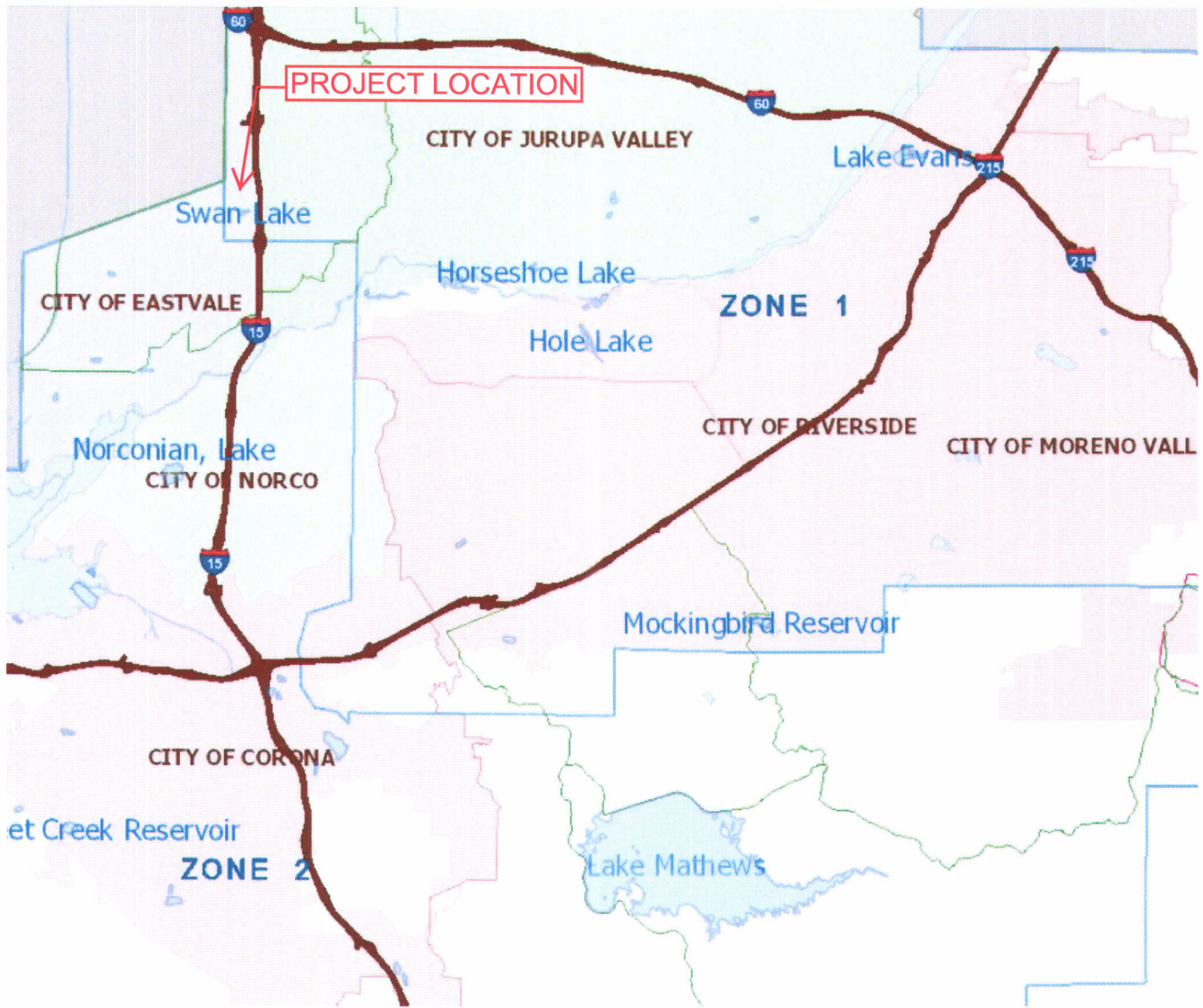
**SUPPLEMENTAL:**

**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.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement



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COOPERATIVE AGREEMENT  
Eastvale Master Drainage Plan Line E-1, Stage 2  
Project No. 2-0-00324-02  
Tentative Parcel Map No. 36487

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Eastvale, hereinafter called "CITY", and Tarpon Property Ownership 2 LLC, a Delaware limited liability corporation, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tentative Parcel Map No. 36487 located in the city of Eastvale. As a condition of approval for Tentative Parcel Map No. 36487, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tentative Parcel Map No. 36487 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 2- 402, include construction of:

1. Approximately 4,000 lineal feet of underground storm drain system and associated inlet structure, hereinafter known as "EASTVALE MDP LINE E-1 STAGE 2" as shown in concept in green on Exhibit "B" attached hereto and made a part hereof. A portion of EASTVALE MDP LINE E-1 STAGE 2 will be comprised of an existing segment of 60-inch reinforced concrete pipe culvert, hereinafter called "CULVERT", per California Department of Transportation Contract No. 08-327504;

MAR 01 2016 11-2

1                   2.    Approximately 260 lineal feet of underground storm drain system and  
2                                associated headwall, hereinafter known as "LATERAL 1" as shown in  
3                                concept in blue on Exhibit "B";

4                   3.    A portion of a modified catch basin outlet structure, hereinafter known  
5                                as "BASIN 1 HEADWALL" as shown in concept in red on Exhibit "B";

6  
7                   Together, EASTVALE MDP LINE E-1 STAGE 2, LATERAL 1 and BASIN  
8   1 HEADWALL are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

9                   D.    Associated with the construction of DISTRICT DRAINAGE FACILITIES  
10 is the construction of certain underground storm drain laterals that are 36 inches or less in diameter,  
11 inlets, catch basins, connector pipes and riprap located within CITY-held easements or rights of  
12 way, hereinafter called "APPURTENANCES"; and

13  
14                  E.    Also associated with the construction of DISTRICT DRAINAGE  
15 FACILITIES is the construction of two detention basins and associated forebays, hereinafter  
16 called "DEVELOPER FACILITIES", that are to be located within privately held easements or  
17 rights of way and which are to be initially maintained by DEVELOPER and subsequently  
18 maintained by the Property Owner(s). Together, DISTRICT DRAINAGE FACILITIES,  
19 APPURTENANCES, and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

20  
21                  F.    At its downstream terminus, EASTVALE MDP LINE E-1 STAGE 2 will  
22 connect to DISTRICT'S existing Eastvale Master Drainage Plan Line E-1 Stage 1, as shown on  
23 District As-Built Drawing No. 2-0373; and

24                  G.    At its downstream terminus, LATERAL 1 will connect to DISTRICT'S  
25 existing Eastvale Master Drainage Plan Line E-1 Lateral 1, as shown on District As-Built Drawing  
26 No. 2-0373; and

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1 H. HEADWALL will connect to DISTRICT'S existing Eastvale Master  
2 Drainage Plan Line E-1 Lateral 2, as shown on District As-Built Drawing No. 2-0373; and

3 I. DEVELOPER and CITY desire DISTRICT to accept ownership and  
4 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.  
5 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for  
6 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;  
7 and  
8

9 J. DEVELOPER and DISTRICT desire CITY to accept ownership and  
10 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must  
11 review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently  
12 inspect the construction of APPURTENANCES; and  
13

14 K. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
15 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE  
16 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of  
17 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this  
18 Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans  
19 and specifications, and (c) obtains and conveys to DISTRICT the necessary rights of way for the  
20 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth  
21 herein; and  
22

23 L. CITY is willing to (i) review and approve DEVELOPER'S plans and  
24 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold  
25 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
26 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain  
27 DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (v) accept ownership and  
28

1 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is  
2 constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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

4 SECTION I

5 DEVELOPER shall:

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

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

15  
16 3. Deposit with DISTRICT (Attention: Business Office - Accounts  
17 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT  
18 construction as set forth in Section I.8., the estimated cost of providing construction inspection  
19 for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by  
20 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including  
21 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.  
22 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit  
23 with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably  
24 necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt  
25 of billing from DISTRICT.  
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1           4.   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.8., with sufficient  
5 evidence of DEVELOPER having secured such necessary licenses, agreements, permits and  
6 rights of entry, as determined and approved by DISTRICT.  
7

8           5.   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 Wildlife, State Water  
13 Resources Control Board, and Western Riverside County Regional Conservation Authority.  
14

15           6.   Provide CITY, prior to providing written notice to DISTRICT of the start of  
16 construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of  
17 the final map for Tract No. 36487 or any phase thereof, whichever occurs first, with faithful  
18 performance and payment bonds, each in the amount of one hundred percent (100%) of the  
19 estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by  
20 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT  
21 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE  
22 FACILITIES are accepted by DISTRICT as complete, at which time the bond amount may be  
23 reduced to five percent (5%) for a period of one year to guarantee against any defective work,  
24 labor or materials.  
25

26           7.   [THIS SECTION INTENTIONALLY LEFT BLANK]  
27  
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1           8.    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 construction  
5 of PROJECT.

6           9.    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 PROJECT as set forth herein.

9           10.   Obtain and provide DISTRICT, at the time of providing written notice to  
10 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly executed  
11 Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes,  
12 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the  
13 construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as  
14 shown in concept in orange on Exhibit "C" attached hereto and made a part hereof. The  
15 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be  
16 executed by all legal and equitable owners of the property described in the offer(s).

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

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

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

8           14.   Furnish DISTRICT with final mylar PROJECT plans and assign their  
9 ownership to DISTRICT prior to the start of PROJECT construction.

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

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

17           17.   Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
18 the start of construction as set forth in Section I.8., with a confined space entry procedure specific  
19 to PROJECT. The procedure shall comply with requirements contained in California Code of  
20 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit  
21 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall  
22 be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.  
23

24           18.   For the purposes of this Paragraph 18, DEVELOPER shall be deemed to  
25 include DEVELOPER or any of DEVELOPER'S contractors, subcontractors or consultants.  
26 DEVELOPER shall not commence operations until DISTRICT has been furnished with original  
27 certificate(s) of insurance and original certified copies of endorsements and if requested, certified  
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1 original policies of insurance including all endorsements and any and all other attachments as  
2 required in this Section.

3 Without limiting or diminishing DEVELOPER'S obligation to indemnify or  
4 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,  
5 at its sole cost and expense, the following insurance coverage's during the term of this Agreement:  
6

7 A. Workers' Compensation:

8 If DEVELOPER has employees as defined by the State of California,  
9 DEVELOPER shall maintain statutory Workers' Compensation  
10 Insurance (Coverage A) as prescribed by the laws of the State of  
11 California. Policy shall include Employers' Liability (Coverage B)  
12 including Occupational Disease with limits not less than \$1,000,000  
13 per person per accident. Policy shall be endorsed to waive subrogation  
14 in favor of DISTRICT and COUNTY, and, if applicable, to provide a  
15 Borrowed Servant/Alternate Employer Endorsement.  
16

17 B. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not  
19 limited to, premises liability, unmodified contractual liability, products  
20 and completed operations liability, personal and advertising injury, and  
21 cross liability coverage, covering claims which may arise from or out  
22 of DEVELOPER'S performance of its obligations hereunder. Policy  
23 shall name the Riverside County Flood Control and Water  
24 Conservation District and COUNTY, its agencies, districts, special  
25 districts, and departments, their respective directors, officers, Board of  
26 Supervisors, employees, elected or appointed officials, agents or  
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1 representatives as additional insureds. Policy's limit of liability shall  
2 not be less than \$2,000,000 per occurrence combined single limit. If  
3 such insurance contains a general aggregate limit, it shall apply  
4 separately to this Agreement or be no less than two (2) times the  
5 occurrence limit.  
6

7 C. Vehicle Liability:

8 If DEVELOPER'S vehicles or mobile equipment are used in the  
9 performance of the obligations under this Agreement, then  
10 DEVELOPER shall maintain liability insurance for all owned, non-  
11 owned or hired vehicles so used in an amount not less than \$1,000,000  
12 per occurrence combined single limit. If such insurance contains a  
13 general aggregate limit, it shall apply separately to this Agreement or  
14 be no less than two (2) times the occurrence limit. Policy shall name  
15 the Riverside County Flood Control and Water Conservation District  
16 and COUNTY, its agencies, districts, special districts, and departments,  
17 their respective directors, officers, Board of Supervisors, employees,  
18 elected or appointed officials, agents or representatives as additional  
19 insureds.  
20

21  
22 D. Professional Liability:

23 DEVELOPER shall maintain Professional Liability Insurance  
24 providing coverage for DEVELOPER'S performance of work included  
25 within this Agreement, with a limit of liability of not less than  
26 \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If  
27 DEVELOPER'S Professional Liability Insurance is written on a claims  
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1 made basis rather than an occurrence basis, such insurance shall  
2 continue through the term of this Agreement and DEVELOPER shall  
3 purchase at his sole expense either 1) an Extended Reporting  
4 Endorsement (also known as Tail Coverage); or 2) Prior Dates  
5 Coverage from a new insurer with a retroactive date back to the date  
6 of, or prior to, the inception of this Agreement; or 3) demonstrate  
7 through Certificates of Insurance that DEVELOPER has maintained  
8 continuous coverage with the same or original insurer. Coverage  
9 provided under items: 1), 2) or 3) will continue as long as the law  
10 allows.  
11

12 E. General Insurance Provisions – All Lines:

13  
14 10Any insurance carrier providing insurance coverage hereunder shall be admitted  
15 to the State of California and have an A.M. BEST rating of not less than an A: VIII  
16 (A: 8) unless such requirements are waived, in writing, by the County Risk Manager.  
17 If the County Risk Manager waives a requirement for a particular insurer such  
18 waiver is only valid for that specific insurer and only for one policy term.

- 19  
20 1) DEVELOPER must declare its insurance self-insured retention  
21 for each coverage required herein. If any such self-insured  
22 retention exceeds \$500,000 per occurrence each such retention  
23 shall have the prior written consent of the County Risk Manager  
24 before the commencement of operations under this Agreement.  
25 Upon notification of self-insured retention deemed unacceptable  
26 to DISTRICT, and at the election of the County Risk Manager,  
27 DEVELOPER'S carriers shall either: 1) reduce or eliminate such  
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self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 2) DEVELOPER shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of sixty (60) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies,

1 including all endorsements and attachments thereto, evidencing  
2 coverages set forth herein and the insurance required herein is in  
3 full force and effect. An individual authorized by the insurance  
4 carrier to do so on its behalf shall sign the original endorsements  
5 for each policy and the certificate of insurance.  
6

7 3) It is understood and agreed by the parties hereto that  
8 DEVELOPER'S insurance shall be construed as primary  
9 insurance, and DISTRICT'S insurance and/or deductibles and/or  
10 self-insured retentions or self-insured programs shall not be  
11 construed as contributory.  
12

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

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

7) DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

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

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Development Review Section) and CITY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of PROJECT.

22. Upon completion of PROJECT construction, and upon acceptance by CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, but prior to



1 DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and  
2 maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s),  
3 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the  
4 operation and maintenance of DISTRICT DRAINAGE FACILITIES, in a form approved by  
5 DISTRICT, for the rights of way as shown in concept in orange on Exhibit "C".  
6

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

15           24. [THIS SECTION INTENTIONALLY LEFT BLANK.]

16           25. Accept ownership and sole responsibility for the operation and maintenance  
17 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation  
18 and maintenance of DISTRICT DRAINAGE FACILITIES, CITY accepts ownership and  
19 responsibility for the operation and maintenance of APPURTENANCES, and the Property  
20 Owner(s) accepts ownership and responsibility for the operation and maintenance of  
21 DEVELOPER FACILITIES. Further, it is mutually understood by the parties hereto that prior to  
22 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of  
23 DISTRICT DRAINAGE FACILITIES, PROJECT and shall be in a satisfactorily maintained  
24 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole  
25 discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable  
26 condition, corrections shall be made at sole expense of DEVELOPER.  
27  
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1           5.    Inspect DISTRICT DRAINAGE FACILITIES' construction.

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

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

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

21           9.    Provide CITY with a reproducible duplicate copy of "record drawings"  
22 PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being  
23 complete.

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SECTION III

CITY shall:

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

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.6., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

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

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

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

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership and responsibility for operation and maintenance.

8. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved,

1 repaired, replaced or changed. It being further understood and agreed that any such adjustments  
2 shall be performed at no cost to DISTRICT.

3  
4 SECTION IV

5 It is further mutually agreed:

6 1. All construction work involved with PROJECT shall be inspected by  
7 DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually  
8 agree in writing that construction is completed in accordance with DISTRICT and CITY approved  
9 IMPROVEMENT PLANS.

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

14 3. DEVELOPER shall complete construction of PROJECT within twelve (12)  
15 consecutive months after execution of this Agreement and within three hundred sixty (360)  
16 consecutive calendar days after commencing work on PROJECT. It is expressly understood that  
17 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within  
18 the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and  
19 require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case,  
20 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

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

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, and upon  
14 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized  
15 to act on DISTRICT'S behalf on all PROJECT construction and quality control matters. If  
16 DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3. exceeds  
17 ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent  
18 (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S  
19 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars  
20 (\$10,000) shall be retained on account.

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23           6. PROJECT construction work shall be on a five (5) day, forty (40) hour  
24 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless  
25 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more  
26 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written  
27 request for permission from DISTRICT to work the additional hours. The request shall be  
28

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, DEVELOPER 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.

9           7. DEVELOPER shall indemnify and hold harmless DISTRICT and CITY  
10 (including their agencies, districts, special districts and departments, their respective directors,  
11 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 DEVELOPER'S (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 Agreement,  
16 including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage  
17 pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United  
18 States Constitution or any other law, ordinance or regulation caused by the diversion of waters  
19 from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d)  
20 any other element of any kind or nature whatsoever.

23           DEVELOPER shall defend, at its sole expense, including all costs and fees  
24 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
25 awards), DISTRICT and CITY (including their respective agencies, districts, special districts and  
26 departments, their respective directors, officers, Board of Supervisors, elected and appointed  
27

1 officials, employees, agents and representatives) in any claim proceeding or action for which  
2 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, or compromise any such claim, proceeding or action without the  
6 prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement  
7 or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S indemnification  
8 obligations to DISTRICT and CITY.

9           DEVELOPER'S indemnification obligations shall be satisfied when  
10 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal (or similar  
11 document) relieving DISTRICT and CITY from any liability for the claim, proceeding or action  
12 involved.

13           The specified insurance limits required in this Agreement shall in no way  
14 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT and  
15 CITY from third party claims.

16           In the event there is conflict between this section and California Civil Code  
17 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.  
18 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the  
19 fullest extent allowed by law.

20           8. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
21 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
22 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
23 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 Agreement is to be construed in accordance with the laws of the State  
4 of California. If any provision in this Agreement is held by a court of competent jurisdiction to be  
5 invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect  
6 without being impaired or invalidated in any way.  
7

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

10	RIVERSIDE COUNTY FLOOD CONTROL	CITY OF EASTVALE
11	AND WATER CONSERVATION DISTRICT	12363 Limonite Ave. Suite 910
12	1995 Market Street	Eastvale, CA 91752
13	Riverside, CA 92501	Attn: Assistant City Engineer
14	Attn: Administrative Services Section	
15	TARPON PROPERTY OWNERSHIP 2 LLC	
16	18201 Von Karman, Suite 1170	
17	Irvine, CA 92612	
18	Attn: Ward Mace	

19           11. 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 waive  
22 all provisions of law providing for a change of venue in such proceedings to any other county.  
23

24           12. 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.

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

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

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

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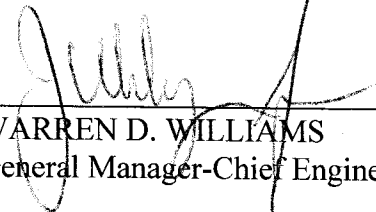
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

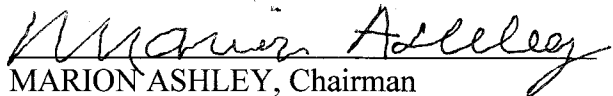
**MAR 01 2016**

(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

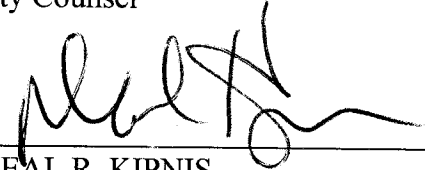
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

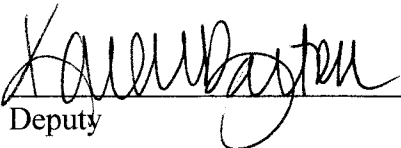
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL R. KIPNIS  
Deputy County Counsel

By   
Deputy

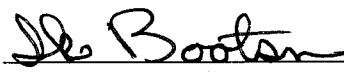
(SEAL)

Cooperative Agreement:  
Eastvale MDP Line E-1, Stage 2  
Project No. 2-0-0324-02  
TPM 36487  
LMD:blm  
10/06/15

RECOMMENDED FOR APPROVAL:

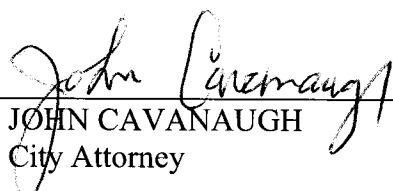
CITY OF EASTVALE


By   
GEORGE ALVAREZ  
City Engineer

By   
IKE BOOTSMA  
Mayor

APPROVED AS TO FORM:

ATTEST:

By   
JOHN CAVANAUGH  
City Attorney

By   
MARC DONHUE  
City Clerk

(SEAL)

Cooperative Agreement:  
Eastvale MDP Line E-1, Stage 2  
Project No. 2-0-0324-02  
TPM 36487  
LMD:blm  
10-1-15

**TARPON PROPERTY OWNERSHIP 2 LLC**  
a Delaware limited liability company

By   
\_\_\_\_\_  
AARON MORGAN  
President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

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Cooperative Agreement:  
Eastvale MDP Line E-1, Stage 2  
Project No. 2-0-0324-02  
TPM 36487  
LMD:blm  
10/06/15

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

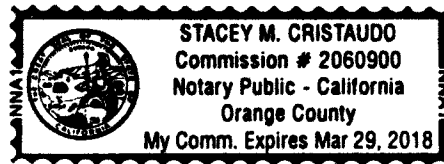
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On October 20, 2015 before me, Stacey M. Cristaudo, Notary Public, personally appeared Aaron Morgan, 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 *Stacey M. Cristaudo*  
Signature of Notary Public

*Place Notary Seal Above*

# Exhibit A

## LEGAL DESCRIPTION

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

PARCEL A: APN: 160-020-006-7

LOT 7 TOGETHER WITH THOSE PORTIONS OF LOTS 3 AND 6 AND OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF OF SAID TOWNSHIP, APPROVED AUGUST 22, 1895, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE EAST 1,099.66 FEET ON THE SOUTH LINE THEREOF TO THE INTERSECTION OF A LINE PARALLEL WITH, AND EASTERLY 115.50 FEET FROM THE WEST LINE OF SAID LOT 6 AND NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE NORTH 00° 00' 03" EAST, 1,820.22 FEET ON SAID PARALLEL LINE;  
THENCE WEST 1,102.07 FEET TO THE WEST LINE OF SAID SECTION;  
THENCE SOUTH 00° 04' 00" EAST, 1,820.22 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 60.00 FEET.

PARCEL B: APN: 160-020-025-4

THAT PORTION OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, APPROVED AUGUST 22, 1895, LYING NORTHWESTERLY OF THE NORTHWEST LINE OF BELLE GRAVE AVENUE, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 89 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION LYING EASTERLY OF THE SOUTHERLY PROLONGATION OF A LINE PARALLEL WITH AND EASTERLY 115.50 FEET FROM THE WEST LINE OF LOT 6 IN SECTION 18 OF SAID TOWNSHIP.

ALSO EXCEPT THE WEST 60.00 FEET.

ALSO EXCEPT THEREFROM THAT PORTION CONDEMNED TO CHINO BASIN DESALTER AUTHORITY BY FINAL ORDER OF CONDEMNATION, CASE NO. RIC 406417, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 23, 2005, AS INSTRUMENT NO. 2005-788713, OFFICIAL RECORDS.

PARCEL C: APN: 160-020-029-8

THE EASTERLY 245 FEET OF THE WESTERLY 360.5 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER; THE EASTERLY 245 FEET OF THE WESTERLY 360.5 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE EASTERLY 245 FEET OF THE WESTERLY 360.5 FEET OF GOVERNMENT LOT 6, ALL IN FRACTIONAL SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 1 OF FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE

## COOPERATIVE AGREEMENT

Eastvale Master Drainage Plan Line E-1, Stage 2

TPM 36487

Project No. 2-0-00324-02

Page 1 of 3

## Exhibit A

OFFICIAL PLAT THEREOF, AS DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION RECORDED JULY 30, 1968 AS INSTRUMENT NO. 73298, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE NORTHERLY 1300 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 18.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 24, 2009 AS INSTRUMENT NO. 2009-0204193 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON AND BENEATH SAID PROPERTY, AS RESERVED IN DEED FROM FEDERAL LAND BANK OF BERKELEY, RECORDED MAY 10, 1941 IN BOOK 504, PAGE 119, OFFICIAL RECORDS AND MODIFIED BY A QUITCLAIM DEED RECORDED SEPTEMBER 18, 1972 AS INSTRUMENT NO. 124131, OFFICIAL RECORDS, WHICH CONVEYS TO THE OWNER OF SAID LAND THE SURFACE RIGHTS TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND.

PARCEL D: APN: 160-020-023-2

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND LOT 6 IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WEST 360.50 FEET.

ALSO EXCEPT THEREFROM THE NORTH 2,883.24 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON AND BENEATH SAID PROPERTY, AS RESERVED IN DEED FROM FEDERAL LAND BANK OF BERKELEY, RECORDED MAY 10, 1941 IN BOOK 504, PAGE 119, OFFICIAL RECORDS

PARCEL E: APN: 160-020-030-8

THE NORTHERLY 2,883.24 FEET OF THE EAST HALF OF THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

EXCEPT THEREFROM THE NORTHERLY 1,300 FEET THEREOF.

ALSO EXCEPT THEREFROM THE WESTERLY 360.50 FEET THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 24, 2009 AS INSTRUMENT NO. 2009-0204194, OF OFFICIAL RECORDS

ALSO EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON AND BENEATH SAID PROPERTY, AS RESERVED IN DEED FROM FEDERAL LAND BANK OF BERKELEY, RECORDED MAY 10, 1941 IN BOOK 504, PAGE 119, OFFICIAL RECORDS

### COOPERATIVE AGREEMENT

Eastvale Master Drainage Plan Line E-1, Stage 2

TPM 36487

Project No. 2-0-00324-02

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## Exhibit A

PARCEL F: APN: 160-020-005-0

PARCEL 2 OF PARCEL MAP NO. 14348, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGES 11 AND 12 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL G: APN: 160-020-031 & 032

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 1 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN AND AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 56, PAGE 66 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A" OF PARCEL MAP 14348 ON FILE IN BOOK 74, PAGES 11 AND 12 OF PARCEL MAPS, SAID POINT ALSO BEING ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED DECEMBER 29, 1995 AS INSTRUMENT NO. 434748, ALL BEING RECORDS OF SAID RECORDER;

THENCE ALONG SAID SOUTH LINE OF SAID INSTRUMENT NUMBER 434748 S89°02'45"E, A DISTANCE OF 74.664 METERS, TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID INSTRUMENT NUMBER 434748, S 89°02'45" E, A DISTANCE OF 232.665 METERS TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.000 METERS AND A RADIAL BEARING OF N 49°39'43"E;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°22'32", A DISTANCE OF 59.899 METERS;

THENCE N 80° 42'49" W, A DISTANCE OF 28.035 METERS;

THENCE S 77°10'32" W, A DISTANCE OF 111.945 METERS;

THENCE S 84° 02'38" W, A DISTANCE OF 44.982 METERS TO THE TRUE POINT OF BEGINNING.

APN: 160-020-006-7 and 160-020-025-4 and 160-020-029-8 and 160-020-023-2 and 160-020-030-8 and 160-020-005-0 and 160-020-031-9 and 160-020-032-0 and 160-020-006-7

### COOPERATIVE AGREEMENT

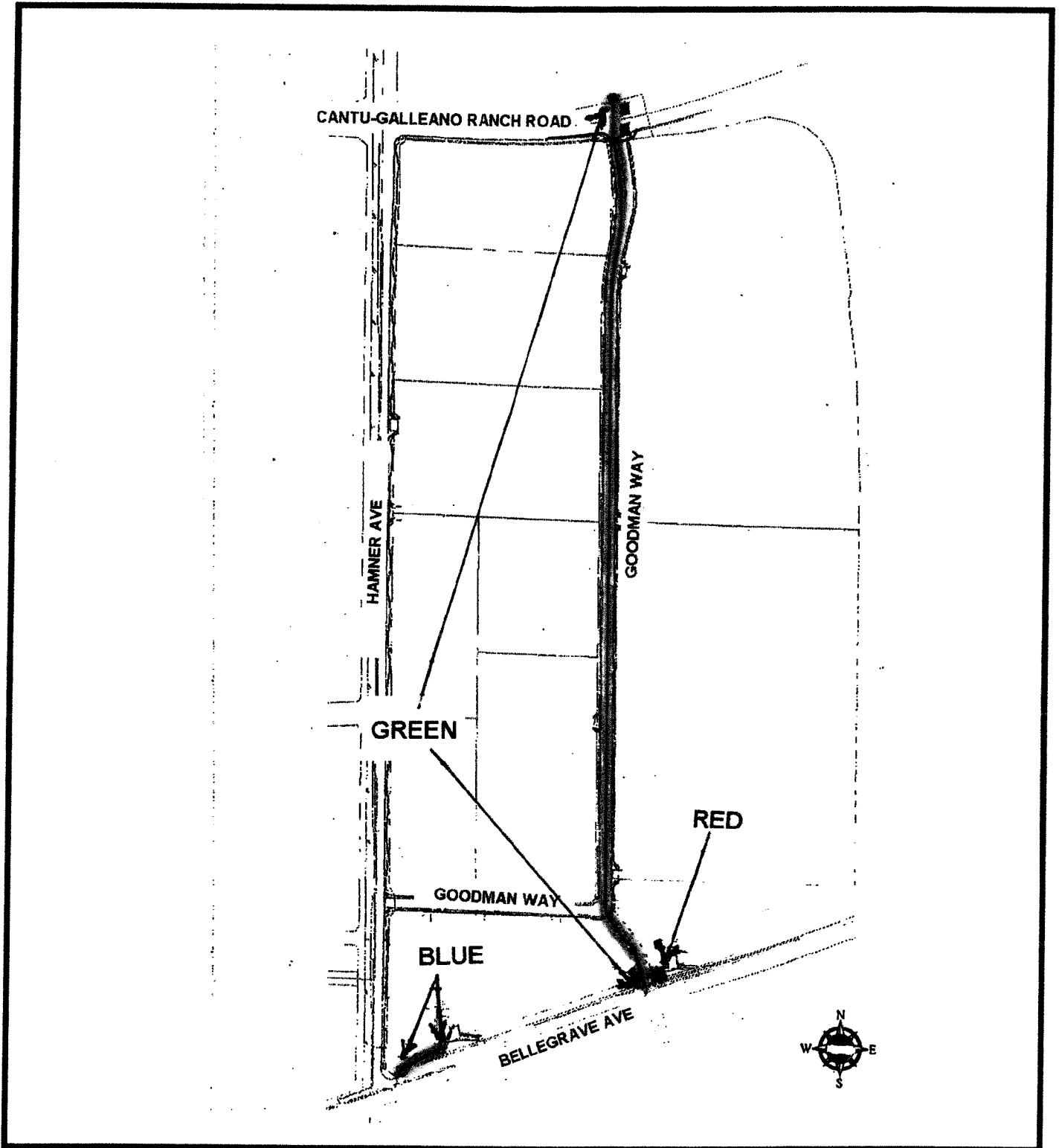
Eastvale Master Drainage Plan Line E-1, Stage 2

TPM 36487

Project No. 2-0-00324-02

Page 3 of 3

# Exhibit B



## COOPERATIVE AGREEMENT

Eastvale Master Drainage Plan Line E-1, Stage 2

TPM 36487

Project No. 2-0-00324-02

Page 1 of 1

Exhibit C

