

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 3/24/16

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

8143



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

June 7, 2016

SUBJECT: Approval of Cooperative Agreement for Sunnymead – Brodiaea Avenue Storm Drain, Stage 2 (Parcel Map No. 36465), Project No. 4-0-00737; District 5 [N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which a portion of the District's Sunnymead – Brodiaea Avenue Storm Drain, Stage 2 project will be relocated by Developer and inspected, operated and maintained by the District, City and Developer.

Continued on Page 2

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 P8/201641

[Signature]
 JASON E. UHLEY
 General Manager-Chief Engineer

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

SOURCE OF FUNDS:

Budget Adjustment: No
 For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Steven G. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington and Benoit
 Nays: None
 Absent: Tavaglione and Ashley
 Date: June 7, 2016
 xc: Flood

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

Prev. Agn. Ref.:

District: 5th

Agenda Number:

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

11-7

**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 Sunnymead – Brodiaea Avenue Storm Drain,
Stage 2 (Parcel Map No. 36465), Project No. 4-0-00737; District 5 [\$/N/A]

DATE: June 7, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The relocation is necessary to accommodate Developer's planned building expansion. The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection, and subsequent operation and maintenance of the referenced storm drain facility.

Upon completion of construction, the City will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system until such time as District assumes ownership, operation and maintenance in accordance the terms and conditions as set forth in the Cooperative Agreement. Also, the City will assume ownership and responsibility for the project's associated catch basins, outlets, inlets, laterals and connector pipes that are 36 inches or less in diameter located within City rights of way. The Developer will retain ownership and assume operation and maintenance responsibility for two (2)18-inch laterals and the project's associated catch basins, outlets, inlets, and connector pipes located within privately held rights of way.

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

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement of the development of Parcel Map No. 36465. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to residents who will utilize the Tract's roadways.

SUPPLEMENTAL:

Additional Fiscal Information

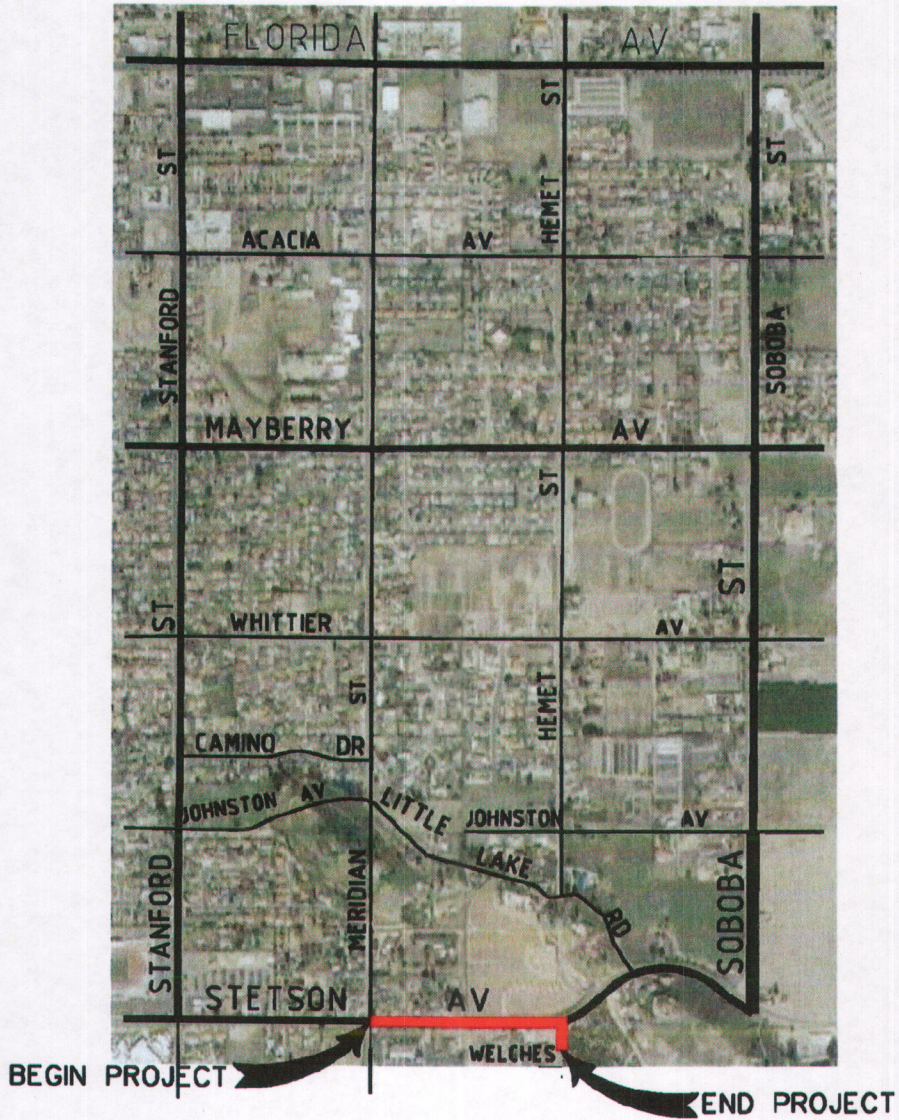
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

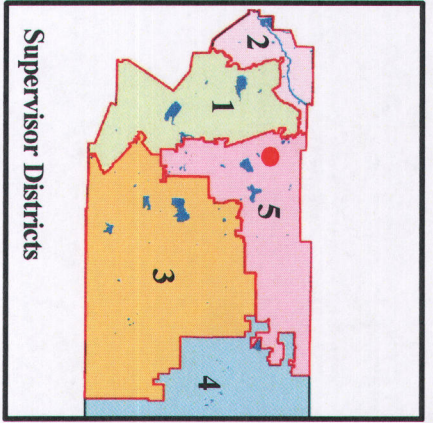
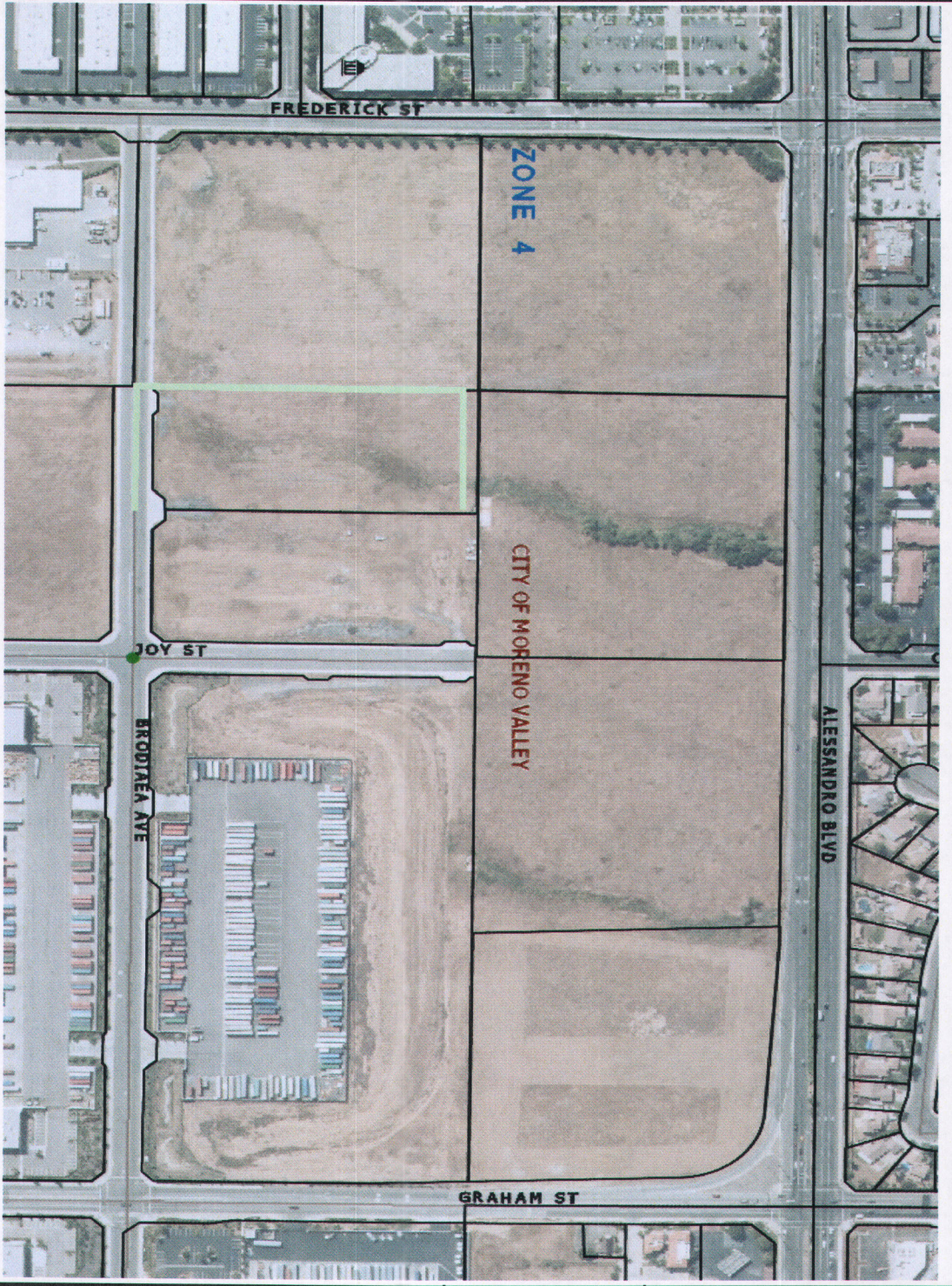
1. Vicinity Map
2. Cooperative Agreement

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**STETSON AVE CHANNEL - STAGE 7
AKA HEMET MDP LINE D
PROJECT NO. 4-0-0211**



The project consists of the construction of approximately 1,300 lineal feet of 42-inch reinforced concrete pipe. The project is located along Stetson Avenue between Meridian Street and Hemet Street within unincorporated Riverside County near Hemet, California.



LEGEND:

- Project Vicinity
- Supervisorial District

DESCRIPTION:

Sunnymead-Brodlaea Avenue Storm Drain, Stage 2 (PM36465)



COOPERATIVE AGREEMENT
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and Prologis USLV TRS CASUB, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains the Sunnymead – Brodiaea Avenue Storm Drain facility (Drawing No. 4-0888), an underground storm drain system, hereinafter called "DISTRICT FACILITY"; and

B. Located in the city of Moreno Valley, DISTRICT FACILITY is an essential and integral part of DISTRICT'S flood and stormwater management infrastructure and provides critical flood protection for nearby homes and businesses; and

C. In conjunction with the original construction of DISTRICT FACILITY, DISTRICT acquired certain rights of way, hereinafter called "DISTRICT EASEMENTS", as recorded in the Official Records of Riverside County as Document No. 2011-0109844; and

D. In conjunction with the planned expansion of its warehousing facilities, DEVELOPER has submitted for approval Parcel Map No. 36465 and as a condition of approval for Parcel Map No. 36465, DEVELOPER proposes to realign and construct a new reach consisting of approximately 1,052 lineal feet of underground storm drain system, hereinafter called "STORM DRAIN", as shown in red on Exhibit "A", attached hereto and made a part hereof, in order to restore drainage function. At its downstream terminus, STORM DRAIN shall connect to DISTRICT FACILITY, as shown in DISTRICT Drawing No. 4-1081; and

1 E. The legal description of Parcel Map No. 36465 is provided in Exhibit "B"
2 attached hereto and made a part hereof; and

3 F. Associated with the construction of STORM DRAIN is the construction of
4 certain catch basins, outlets, inlets, connector pipes, and various lateral storm drains that are thirty-
5 six inches (36") or less in diameter and that are located within CITY held easements or rights of
6 way, hereinafter called "APPURTENANCES"; and

7
8 G. Also associated with the construction of STORM DRAIN is the construction
9 of certain catch basins, outlets, inlets, connector pipes, and various lateral storm drains that are
10 thirty-six inches (36") or less in diameter that are to be located within public and privately held
11 easements or rights of way, hereinafter collectively called "DEVELOPER FACILITIES".
12 DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER, and
13 subsequently owned and maintained by the private property owner for Parcel Map No. 36465;
14 and
15

16 H. Together, STORM DRAIN, APPURTENANCES and DEVELOPER
17 FACILITIES are hereinafter called "PROJECT"; and

18 I. All parties recognize and acknowledge that STORM DRAIN will not be
19 accepted for ownership, operation and maintenance responsibilities by DISTRICT until the
20 proposed Sunnymead – Brodiaea Avenue Storm Drain, Stage 3, to be constructed by others,
21 hereinafter called "PROPOSED STAGE 3" is completed and accepted by DISTRICT; and

22 J. CITY is willing to assume ownership, operation and maintenance
23 responsibilities of STORM DRAIN on an interim basis as set forth herein, with the recognition
24 and understanding that the actual acceptance of STORM DRAIN for ownership, operation and
25 maintenance responsibilities by DISTRICT is entirely dependent upon: (i) the construction of
26 PROPOSED STAGE 3 being complete; (ii) DISTRICT acceptance of ownership and
27 responsibility for the operation and maintenance of PROPOSED STAGE 3; (iii) STORM DRAIN
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1 being constructed in accordance with plans and specifications approved by DISTRICT and CITY
2 and as set forth herein; (iv) DISTRICT'S sole determination that STORM DRAIN is in a
3 satisfactorily maintained condition, and (v) STORM DRAIN is fully functioning as a flood control
4 drainage system as solely determined by DISTRICT; and

5
6 K. DEVELOPER and CITY desire DISTRICT to ultimately accept ownership
7 and responsibility for the operation and maintenance of STORM DRAIN, and (ii) interim
8 operation and maintenance responsibilities of the existing facility as shown on DISTRICT
9 Drawing No. 4-0888. Therefore, DISTRICT must review and approve DEVELOPER'S plans and
10 specifications for PROJECT and subsequently inspect the construction of STORM DRAIN; and

11
12 L. DEVELOPER and DISTRICT desire CITY to accept ownership and
13 responsibility for the operation and maintenance of APPURTENANCES. Additionally, it is
14 mutually understood and agreed that CITY shall assume ownership and sole responsibility for the
15 operation and maintenance of STORM DRAIN until such time as DISTRICT accepts ownership
16 and responsibility for the operation and maintenance of STORM DRAIN as set forth herein.
17 Therefore, CITY must review and approve DEVELOPER'S plans and specifications for
18 PROJECT and subsequently inspect the construction of PROJECT; and

19
20 M. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
21 specifications for PROJECT, (ii) inspect the construction of STORM DRAIN, (iii) ultimately
22 assume ownership and responsibility for the operation and maintenance of STORM DRAIN, and
23 (iv) accept interim responsibility for the operation and maintenance of the existing facility
24 pursuant to the terms of this Agreement, provided DEVELOPER (a) complies with this
25 Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans
26 and specifications, (c) obtains and conveys to CITY all rights of way necessary for the inspection,
27 operation and maintenance of STORM DRAIN as set forth herein, and (d) accepts ownership and
28 responsibility for the operation and maintenance of PROJECT following completion of PROJECT

1 construction until such time as DISTRICT accepts ownership and responsibility for the operation
2 and maintenance of STORM DRAIN; and

3 N. CITY is willing to (i) review and approve DEVELOPER'S plans and
4 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
5 faithful performance and payment bonds submitted by DEVELOPER for STORM DRAIN, (iv)
6 grant DISTRICT the right to inspect, operate and maintain STORM DRAIN within CITY rights
7 of way, (v) assume ownership and responsibility for the operation and maintenance of
8 APPURTENANCES upon completion of PROJECT construction, and (vi) assume ownership and
9 responsibility for the operation and maintenance of STORM DRAIN following completion of
10 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for
11 the operation and maintenance of STORM DRAIN as set forth herein, provided PROJECT is
12 constructed in accordance with plans and specifications approved by DISTRICT and CITY; and

13
14
15 O. DISTRICT is willing, upon recordation of the final map for Parcel Map No.
16 36465, vacate a portion of the existing DISTRICT EASEMENTS as shown in concept cross-
17 hatched in green on Exhibit "C" attached hereto and made a part hereof.

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

19
20 SECTION I

21 DEVELOPER shall:

22 1. Prepare PROJECT plans and specifications, hereinafter called
23 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and
24 submit to DISTRICT and CITY for their respective review and approval.

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

1 administration of this Cooperative Agreement. Additionally, DEVELOPER shall deposit with
2 CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY'S
3 costs associated with the review of IMPROVEMENT PLANS, the review and approval of all
4 right of way and conveyance documents, and with the processing and administration of this
5 Agreement.

6
7 3. Deposit with DISTRICT (Attention: Business Office – Accounts
8 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
9 construction as set forth in Section I.8. herein, the estimated cost of providing construction
10 inspection for STORM DRAIN, in an amount as determined and approved by DISTRICT in
11 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
12 amendments thereto, based upon the bonded value of STORM DRAIN. If at any time the costs
13 exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT,
14 DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by
15 DISTRICT to complete inspection of STORM DRAIN, within thirty (30) days after receipt of
16 billing from DISTRICT. Additionally, deposit with CITY (Attention: Public Works/Land
17 Development), 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 in
19 an amount as determined and approved by CITY in accordance with the most recent City Code
20 and Fee Resolution of CITY, including any amendments thereto.

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23 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
24 permits and rights of entry as may be needed for the construction, inspection, operation and
25 maintenance of STORM DRAIN. DEVELOPER shall furnish DISTRICT, at the time of
26 providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or
27 not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 36465 or
28 any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having

1 secured such necessary licenses, agreements, permits and rights of entry, as determined and
2 approved by DISTRICT.

3 5. Furnish DISTRICT and CITY with copies of all permits, approvals or
4 agreements required by any federal, state or local resource and/or regulatory agency for the
5 construction, operation and maintenance of STORM DRAIN. Such documents include, but are
6 not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water
7 Quality Control Board, California State Department of Fish and Wildlife, State Water Resources
8 Control Board, and Western Riverside County Regional Conservation Authority.

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

12 7. Provide CITY, at the time of providing written notice to DISTRICT of the
13 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation
14 of the final map for Parcel Map No. 36465 or any phase thereof, whichever occurs first, with
15 faithful performance and payment bonds, each in the amount of one hundred percent (100%) of
16 the estimated cost for construction of STORM DRAIN as determined by DISTRICT. The surety,
17 amount and form of the bonds, shall be subject to approval of DISTRICT and CITY. The bonds
18 shall remain in full force and effect until STORM DRAIN is accepted by DISTRICT as complete;
19 at which time the bond amount may be reduced to five percent (5%) for a period of one (1) year
20 to guarantee against any defective work, labor or materials.

21 8. Notify DISTRICT in writing (Attention: Administrative Services Section)
22 and CITY at least twenty (20) days prior to the start of construction of PROJECT. Construction
23 shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has
24 issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
25 construction of PROJECT.
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1 9. Obtain and provide DISTRICT, at the time of providing written notice to
2 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
3 twenty (20) days prior to the recordation of the final map for Parcel Map No. 36465 or any phase
4 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
5 public for flood control and drainage purposes, including ingress and egress, for the rights of way
6 deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of
7 STORM DRAIN. The Irrevocable Offer(s) of Dedication shall be in a form approved by
8 DISTRICT and shall be executed by all legal and equitable owners of the property described in
9 the offer(s).
10

11 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
12 as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days
13 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.
14

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

21 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
22 the start of construction as set forth in Section I.8., a construction schedule which shall show the
23 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
24 various parts of work, including estimated start and completion dates. As construction of STORM
25 DRAIN progresses, DEVELOPER shall update said construction schedule as requested by
26 DISTRICT.
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1 13. Furnish DISTRICT and CITY each with a set of final mylar plans for
2 STORM DRAIN, and assign their ownership to DISTRICT and CITY, respectively, prior to the
3 start of PROJECT construction.

4 14. Not permit any change to or modification of DISTRICT and CITY approved
5 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and
6 CITY.
7

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

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

18 17. DEVELOPER shall not commence operations until DISTRICT has been
19 furnished with original certificate(s) of insurance and original certified copies of endorsements
20 and if requested, certified original policies of insurance including all endorsements and any and
21 all other attachments as required in this Section.
22

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

26 A. Workers' Compensation:

27 If DEVELOPER has employees as defined by the State of California,
28 DEVELOPER shall maintain statutory Workers' Compensation Insurance

1 (Coverage A) as prescribed by the laws of the State of California. Policy shall
2 include Employers' Liability (Coverage B) including Occupational Disease
3 with limits not less than \$1,000,000 per person per accident. Policy shall be
4 endorsed to waive subrogation in favor of DISTRICT, the County of
5 Riverside and CITY, and, if applicable, to provide a Borrowed
6 Servant/Alternate Employer Endorsement.
7

8 B. Commercial General Liability:

9 Commercial General Liability insurance coverage, including but not limited
10 to, premises liability, unmodified contractual liability, products and
11 completed operations liability, personal and advertising injury, and cross
12 liability coverage, covering claims which may arise from or out of
13 DEVELOPER'S performance of its obligations hereunder. Policy shall name
14 the DISTRICT, the County of Riverside and CITY, its agencies, districts,
15 special districts, and departments, their respective directors, officers, Board
16 of Supervisors, employees, elected or appointed officials, agents or
17 representatives as additional insureds. Policy's limit of liability shall not be
18 less than \$2,000,000 per occurrence combined single limit. If such insurance
19 contains a general aggregate limit, it shall apply separately to this Agreement
20 or be no less than two (2) times the occurrence limit.
21
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23 C. Vehicle Liability:

24 If DEVELOPER'S vehicles or mobile equipment are used in the performance
25 of the obligations under this Agreement, then DEVELOPER shall maintain
26 liability insurance for all owned, non-owned or hired vehicles so used in an
27 amount not less than \$1,000,000 per occurrence combined single limit. If
28 such insurance contains a general aggregate limit, it shall apply separately to

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this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

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

E. General Insurance Provisions – All Lines:

i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County and CITY Risk Managers. If the Risk Managers

1 waive a requirement for a particular insurer such waiver is only valid
2 for that specific insurer and only for one policy term.

3 ii. The DEVELOPER must declare its insurance self-insured retention for
4 each coverage required herein. If any such self-insured retention
5 exceeds \$500,000 per occurrence each such retention shall have the
6 prior written consent of the County and CITY Risk Managers before the
7 commencement of operations under this Agreement. Upon notification
8 of self-insured retention deemed unacceptable to the DISTRICT, and at
9 the election of the Risk Managers, DEVELOPER'S carriers shall either:
10 1) reduce or eliminate such self-insured retention with respect to this
11 Agreement with DISTRICT, or 2) procure a bond which guarantees
12 payment of losses and related investigations, claims administration, and
13 defense costs and expenses.

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16 iii. DEVELOPER shall cause their insurance carrier(s) to furnish
17 DISTRICT with 1) a properly executed original certificate(s) of
18 insurance and certified original copies of endorsements effecting
19 coverage as required herein; and 2) if requested to do so orally or in
20 writing by the County and CITY Risk Managers, provide original
21 certified copies of policies including all endorsements and all
22 attachments thereto, showing such insurance is in full force and effect.
23 Further, said certificate(s) and policies of insurance shall contain the
24 covenant of the insurance carrier(s) that a minimum of sixty (60) days
25 written notice shall be given to the DISTRICT prior to any material
26 modification, cancellation, expiration or reduction in coverage of such
27 insurance. If DEVELOPER insurance carrier(s) policies does not meet
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1 the minimum notice requirement found herein, DEVELOPER shall
2 cause DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice of
3 Cancellation Endorsement. In the event of a material modification,
4 cancellation, expiration or reduction in coverage, this Agreement shall
5 terminate forthwith, unless DISTRICT receives, prior to such effective
6 date, another properly executed original certificate of insurance and
7 original copies of endorsements or certified original policies, including
8 all endorsements and attachments thereto, evidencing coverages set
9 forth herein and the insurance required herein is in full force and effect.
10 An individual authorized by the insurance carrier to do so on its behalf
11 shall sign the original endorsements for each policy and the certificate
12 of insurance.
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- 14
- 15 iv. It is understood and agreed by the parties hereto that DEVELOPER'S
16 insurance shall be construed as primary insurance, and DISTRICT'S and
17 CITY'S insurance and/or deductibles and/or self-insured retentions or
18 self-insured programs shall not be construed as contributory.
- 19
- 20 v. If, during the term of this Agreement or any extension thereof, there is
21 a material change in the scope of services or there is a material change
22 in the equipment to be used in the performance of the scope of work
23 which will add additional exposures (such as the use of aircraft,
24 watercraft, cranes, etc.); or the term of this Agreement, including any
25 extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve
26 the right to adjust the types of insurance required under this Agreement
27 and the monetary limits of liability for the insurance coverages currently
28 required herein, if, in the County or CITY Risk Manager's reasonable

1 judgment, the amount or type of insurance carried by DEVELOPER has
2 become inadequate.

3 vi. DEVELOPER shall pass down the insurance obligations contained
4 herein to all tiers of subcontractors working under this Agreement.

5 vii. The insurance requirements contained in this Agreement may be met
6 with a program(s) of self-insurance acceptable to DISTRICT and CITY.
7

8 viii. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a
9 third party or any incident or event that may give rise to a claim arising
10 from the performance of this Agreement.

11 Failure to maintain the insurance required by this paragraph shall be deemed
12 a material breach of this Agreement and shall authorize and constitute authority for DISTRICT,
13 at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to
14 perform its obligations hereunder, nor to accept responsibility for ownership, operation and
15 maintenance of STORM DRAIN due, either in whole or in part, to said breach of this Agreement.
16

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

19 19. Within two (2) weeks of completing PROJECT construction, provide
20 DISTRICT (Attention: Development Review Section) and CITY with written notice that
21 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
22 inspection of STORM DRAIN and CITY conduct a final inspection of PROJECT. It is mutually
23 understood that, prior to DISTRICT acceptance of ownership and responsibility for the operation
24 and maintenance of STORM DRAIN, STORM DRAIN shall be in a satisfactorily maintained
25 condition as solely determined by DISTRICT and construction of PROPOSED STAGE 3 shall
26 be complete.
27
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1 20. Upon completion of PROJECT construction, and upon acceptance by CITY
2 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
3 of PROJECT, but prior to CITY acceptance of STORM DRAIN for ownership, operation and
4 maintenance, convey, or cause to be conveyed to CITY (i) the flood control easement(s) including
5 ingress and egress, to the rights of way as shown in concept in blue on Exhibit "D" attached hereto
6 and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both
7 DISTRICT and CITY and shall be executed by all legal and equitable owners of the property
8 described in the easement(s) or grant deed(s).
9

10 21. At the time of recordation of the conveyance document(s) as set forth in
11 Section I.20., furnish CITY with policies of title insurance, each in the amount of not less than (i)
12 fifty percent (50%) of the estimated fee value, as determined by DISTRICT and CITY, for each
13 easement parcel to be conveyed to CITY, or (ii) one hundred percent (100%) of the estimated
14 value, as determined by DISTRICT and CITY, for each fee parcel to be conveyed to CITY,
15 guaranteeing CITY'S interest in said property as being free and clear of all liens, encumbrances,
16 assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the
17 sole discretion of DISTRICT and CITY, are acceptable.
18

19 22. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as: (i) DISTRICT'S acceptance of STORM DRAIN construction as
21 being complete, (ii) CITY accepts ownership and responsibility for the operation and maintenance
22 of STORM DRAIN, (iii) CITY accepts ownership and responsibility for operation and
23 maintenance of APPURTENANCES, and (iv) the private property owner for Parcel Map No.
24 36465 accepts ownership and responsibility for operation and maintenance of DEVELOPER
25 FACILITIES.
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23. Upon CITY'S acceptance of STORM DRAIN and APPURTENANCES for ownership, operation and maintenance, continue to accept ownership and sole responsibility for the operation and maintenance of DEVELOPER FACILITIES.

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

25. Upon completion of PROJECT construction, but prior to CITY acceptance of STORM DRAIN for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

26. Ensure that all work performed pursuant to this Cooperative Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

DISTRICT shall:

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

1 2. Provide CITY an opportunity to review and approve IMPROVEMENT
2 PLANS prior to DISTRICT'S final approval.

3 3. Upon execution of this Cooperative Agreement, record or cause to be
4 recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County
5 Recorder.

6 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
7 provided by DEVELOPER pursuant to Section I.9.

8 5. Inspect STORM DRAIN construction.

9 6. Keep an accurate accounting of all DISTRICT costs associated with the
10 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
11 conveyance documents, and the processing and administration of this Cooperative Agreement.
12

13 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
14 and within forty-five (45) days after DISTRICT acceptance of STORM DRAIN as being
15 complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section
16 I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty
17 (60) days after DISTRICT acceptance of STORM DRAIN as being complete.
18

19 8. Provide CITY with a reproducible duplicate copy of "record drawings" of
20 STORM DRAIN plans upon (i) DISTRICT acceptance of PROJECT construction as being
21 complete, and (ii) DISTRICT receipt of stamped and signed "record drawings" of STORM
22 DRAIN plans as set forth in Section I.25.
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24 9. Accept interim responsibility for the operation and maintenance of the
25 existing facility until such time the existing facility is demolished and upon CITY acceptance of
26 ownership and responsibility for the operation and maintenance of STORM DRAIN.
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28 10. Vacate a portion of the existing DISTRICT EASEMENTS as set forth in
Recital 'O'.

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11. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN from CITY upon (i) DISTRICT inspection of STORM DRAIN, (ii) DISTRICT acceptance of STORM DRAIN construction as being complete, (iii) recordation of all conveyance documents described in Section I.20., (iv) DISTRICT receipt of all necessary rights of way as described in Section III.11, (v) DISTRICT acceptance of PROPOSED STAGE 3 construction as being complete, (vi) DISTRICT acceptance of PROPOSED STAGE 3 for ownership, operation and maintenance, (vii) STORM DRAIN is fully functioning as a flood control drainage system as solely determined by the DISTRICT, and (viii) DISTRICT'S sole determination that STORM DRAIN is in a satisfactorily maintained condition.

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.7., and hold said bonds as provided herein.
- 3. Inspect PROJECT construction.
- 4. Consent, by execution of this Cooperative Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative 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 STORM DRAIN, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain STORM DRAIN.

1 6. Grant DISTRICT, by execution of this Agreement, the right to inspect,
2 operate and maintain STORM DRAIN within CITY rights of way.

3 7. Accept ownership and sole responsibility for the operation and maintenance
4 of APPURTENANCES and STORM DRAIN upon (i) CITY inspection of PROJECT in
5 accordance with Section I.20., (ii) CITY acceptance of PROJECT construction as being complete,
6 (iii) DISTRICT acceptance of STORM DRAIN construction as being complete, and (iv) CITY
7 receipt of stamped and signed "record drawings" of STORM DRAIN plans as set forth in Section
8 II.8.

9 8. Accept sole ownership and responsibility for the operation and maintenance
10 of STORM DRAIN until such time as (i) the construction of PROPOSED STAGE 3 is complete,
11 and (ii) STORM DRAIN is formally accepted by DISTRICT for ownership, operation and
12 maintenance. It is mutually understood that, prior to DISTRICT acceptance of ownership and
13 responsibility for the operation and maintenance of STORM DRAIN, STORM DRAIN shall be
14 in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the
15 inspection and, in the sole discretion of DISTRICT, STORM DRAIN is not in an acceptable
16 condition, corrections shall be made at CITY'S sole expense.

17 9. Accept all liability whatsoever associated with the ownership, operation and
18 maintenance of STORM DRAIN until such time as STORM DRAIN is formally accepted by
19 DISTRICT for ownership, operation and maintenance.

20 10. Following CITY'S acceptance of STORM DRAIN for ownership, operation
21 and maintenance, not permit any change to, or modification of, STORM DRAIN without the prior
22 written permission and consent of DISTRICT.

23 11. Upon construction completion of PROPOSED STAGE 3 but prior to
24 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
25 STORM DRAIN, convey, or cause to be conveyed to DISTRICT the flood control easement(s),
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1 including ingress and egress, or grant deed(s) of fee title where appropriate, in a form approved
2 by DISTRICT, for the rights of way as deemed necessary solely by the DISTRICT for the
3 operation and maintenance of STORM DRAIN.

4 9. Upon DISTRICT acceptance of STORM DRAIN construction as being
5 complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers
6 located within CITY rights of way which must be performed at such time(s) that the finished
7 grade along and above the underground portions of STORM DRAIN are improved, repaired,
8 replaced or changed. It being further understood and agreed that any such adjustments shall be
9 performed at no cost to DISTRICT.
10

11 SECTION IV

12 It is further mutually agreed:

13 1. Prior to CITY'S acceptance of ownership and responsibility for the operation
14 and maintenance of STORM DRAIN from DEVELOPER, STORM DRAIN shall be in a
15 satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion
16 of DISTRICT, STORM DRAIN is not in acceptable condition, corrections shall be at
17 DEVELOPER'S sole expense. Following CITY'S acceptance of STORM DRAIN for ownership,
18 operation and maintenance and prior to DISTRICT'S acceptance of ownership and responsibility
19 for the operation and maintenance of STORM DRAIN, STORM DRAIN shall be in a
20 satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion
21 of DISTRICT, STORM DRAIN is not in acceptable condition, corrections shall be made at
22 CITY'S sole expense.

23 2. All work involved with PROJECT shall be inspected by DISTRICT and
24 CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that
25 construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT
26 PLANS.
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1 3. CITY and DEVELOPER personnel may observe and inspect all work being
2 done on STORM DRAIN, but shall provide any comments to DISTRICT personnel who shall be
3 solely responsible for all quality control communications with DEVELOPER'S contractor(s)
4 during the construction of PROJECT.

5 4. DEVELOPER shall complete construction of PROJECT within twelve (12)
6 consecutive months after execution of this Cooperative Agreement and within one hundred twenty
7 (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood
8 that since time is of the essence in this Cooperative Agreement, failure of DEVELOPER to
9 perform the work within the agreed upon time shall constitute authority for DISTRICT to perform
10 the remaining work and require DEVELOPER'S surety to pay to CITY the penal sum of any and
11 all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs
12 incurred.
13

14 5. If DEVELOPER fails to commence construction of PROJECT within nine
15 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
16 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they
17 exist at the time DEVELOPER provides written notification to DISTRICT of the start of
18 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
19 materially affects PROJECT function or DISTRICT'S ability to operate and maintain STORM
20 DRAIN, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed
21 necessary by DISTRICT.
22

23 6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
24 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.8.;
25 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
26 Notice to Proceed is subject to staff availability.
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1 In the event DEVELOPER wishes to expedite issuance of a Notice to
2 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
3 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
4 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
5 approval. DISTRICT shall review the individual's qualifications and experience, and upon
6 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
7 to act on DISTRICT'S behalf on all STORM DRAIN construction and quality control matters. If
8 DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3. exceeds
9 ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent
10 (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S
11 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars
12 (\$10,000) shall be retained on account.
13

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

14 DEVELOPER shall defend, at its sole expense, including all costs and fees
15 (including but not limited to attorney fees, cost of investigation, defense and settlements or
16 awards), DISTRICT and CITY (including their agencies, districts, special districts and
17 departments, their respective directors, officers, Board of Supervisors, elected and appointed
18 officials, employees, agents and representatives) in any claim, proceeding or action for which
19 indemnification is required.
20

21 With respect to any of DEVELOPER'S indemnification requirements,
22 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
23 have the right to adjust, settle, compromise any such claim, proceeding or action without the prior
24 consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement or
25 compromise in no manner whatsoever limits or circumscribes DEVELOPER'S indemnification
26 obligations to DISTRICT or CITY.
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1 DEVELOPER'S indemnification obligations shall be satisfied when
2 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal (or similar
3 document) relieving DISTRICT or CITY from any liability for the claim, proceeding or action
4 involved.

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

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

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

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27 10. Any waiver by DISTRICT or by CITY of any breach of any one or more of
28 the terms of this Cooperative Agreement shall not be construed to be a waiver of any subsequent

1 or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY
 2 to require exact, full and complete compliance with any terms of this Cooperative Agreement
 3 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
 4 CITY from enforcement hereof.

5
 6 11. Any and all notices sent or required to be sent to the parties of this
 7 Cooperative Agreement will be mailed by first class mail, postage prepaid, to the following
 8 addresses:

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

CITY OF MORENO VALLEY
 14177 Frederick Street
 Moreno Valley, CA 92553
 Attn: Ahmad R. Ansari, P.E.
 Public Works Director/City
 Engineer

12 PROLOGIS USLV TRS CASUB, LLC
 13 17777 Center Court Drive North, Suite 100
 Cerritos, CA 90703
 14 Attn: James Jachetta

15 12. This Agreement is to be construed in accordance with the laws of the State
 16 of California. If any provision of this Agreement is held by a court of competent jurisdiction to
 17 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force
 18 without being impaired or invalidated in any way.

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

25 14. This Cooperative Agreement is the result of negotiations between the parties
 26 hereto, and the advice and assistance of their respective counsel. The fact that this Cooperative
 27 Agreement was prepared as a matter of convenience by DISTRICT shall have no import or
 28

1 significance. Any uncertainty or ambiguity in this Cooperative Agreement shall not be construed
2 against DISTRICT because DISTRICT prepared this Cooperative Agreement in its final form.

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

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

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

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

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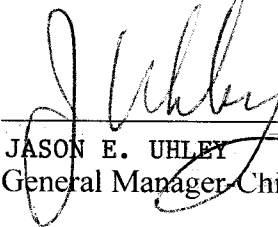
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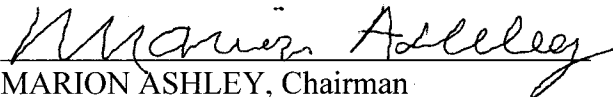
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on JUN 07 2016
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager/Chief Engineer

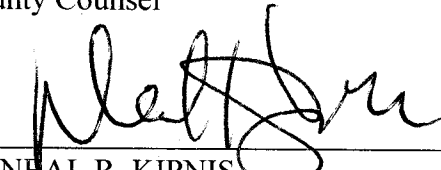
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

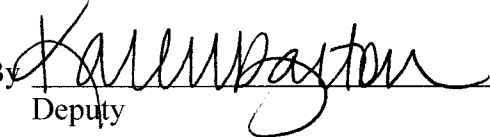
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By 
Deputy

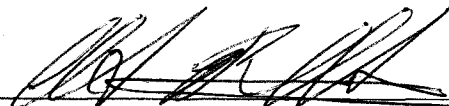
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Cooperative Agreement:
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465
AMR:rlp
03/21/16

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RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

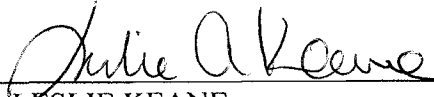
By 
AHMAD R. ANSARI
Public Works Director/City Engineer

By 
Thomas M. DeSantis
for City Manager

APPROVED AS TO FORM:
STEVEN B. QUINTANILLA

ATTEST:

By 
PAUL EARLY
Assistant City Attorney

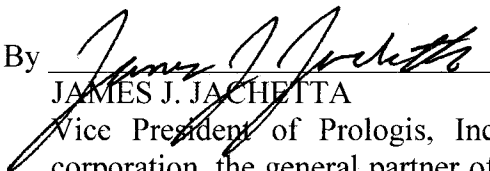
By 
LESLIE KEANE
Interim City Clerk

(SEAL)

Cooperative Agreement:
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465
AMR:rlp
03/21/16

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PROLOGIS USLV TRS CASUB, LLC
a Delaware limited liability company

By 
JAMES J. JACHETTA
Vice President of Prologis, Inc., a Maryland corporation, the general partner of Prologis, L.P., a Delaware limited partnership, the general partner of Prologis USLV Operating Partnership, L.P., a Delaware limited partnership, the sole member of Prologis USLV TRS 1, LLC, a Delaware limited liability company, the sole member of Prologis USLV TRS CASub, LLC, a Delaware limited liability company

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465
AMR:rlp
03/21/16

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 LOS ANGELES)
On APRIL 4, 2016 before me, HANG VELIZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JAMES JACHETTA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

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

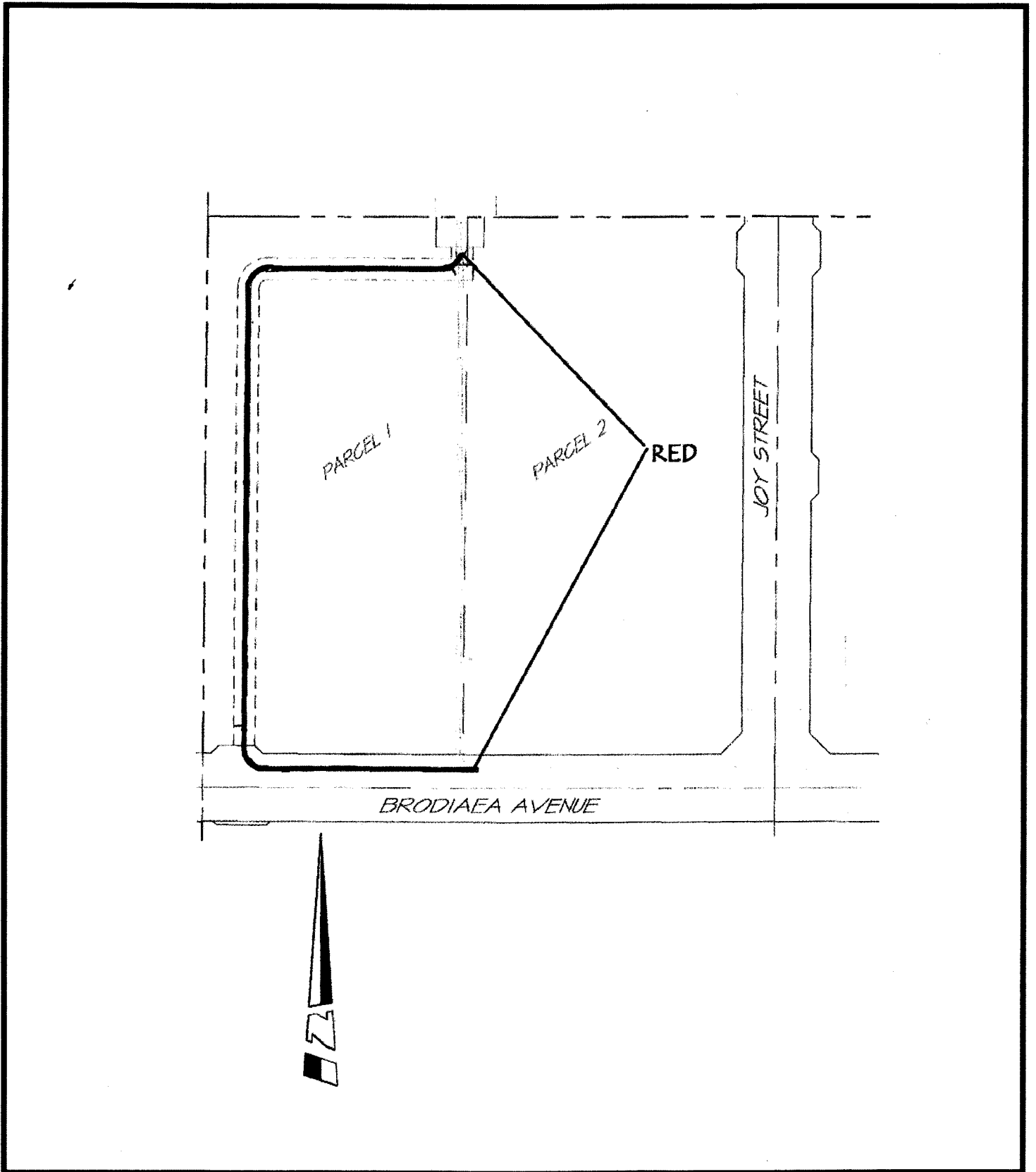
Title or Type of Document: COOPERATIVE AGREEMENT Document Date: N/A
Number of Pages: 32 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: JAMES JACHETTA
 Corporate Officer — Title(s): VICE PRESIDENT
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: PROLOGIS USW TRS
CASUB, LLC

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A



Cooperative Agreement
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465

Exhibit B

LEGAL DESCRIPTION

PARCEL A:

That portion of parcels 1 and 2 of parcel map no. 32326, in the city of Moreno valley, county of riverside, state of California, as per map filed in book 218 pages 34 to 42 inclusive, parcel maps, in the office of the recorder of said county which lies within strip of land 25.00 feet wide the westerly, northwesterly and northerly boundaries of which are described as follows:

Beginning at the intersection of that certain course shown as having a bearing and length of north 89°34'09" west 42.00 feet in the southerly boundary of said parcel 1 with a line parallel with and 35.00 feet easterly, measured at right angles, from the westerly boundary of said parcel 1; thence northerly along said parallel line north 00°25'46" east 529.08 feet to the beginning of a tangent curve concave southeasterly and having a radius of 35.00 feet; thence northeasterly along said curve through a central angle of 90°00'05" a distance of 54.98 feet; thence tangent to said curve south 89°34'09" east 211.65 feet to the westerly line of the easterly line 18.50 of said parcel 1; thence along said last mentioned westerly line north 00°27'30" east 13.09 feet to a point in a line parallel with and 35.00 feet southerly, measured at right angles, from the northerly boundary of said parcels 1 and 2 said point hereby designated point "A".

The southerly like of above described 25.00 foot strip of land shall be prolonged easterly so as to terminate in the easterly line of the westerly 65.00 feet of said parcel 2.

Containing 20,354.72 square feet more or less.

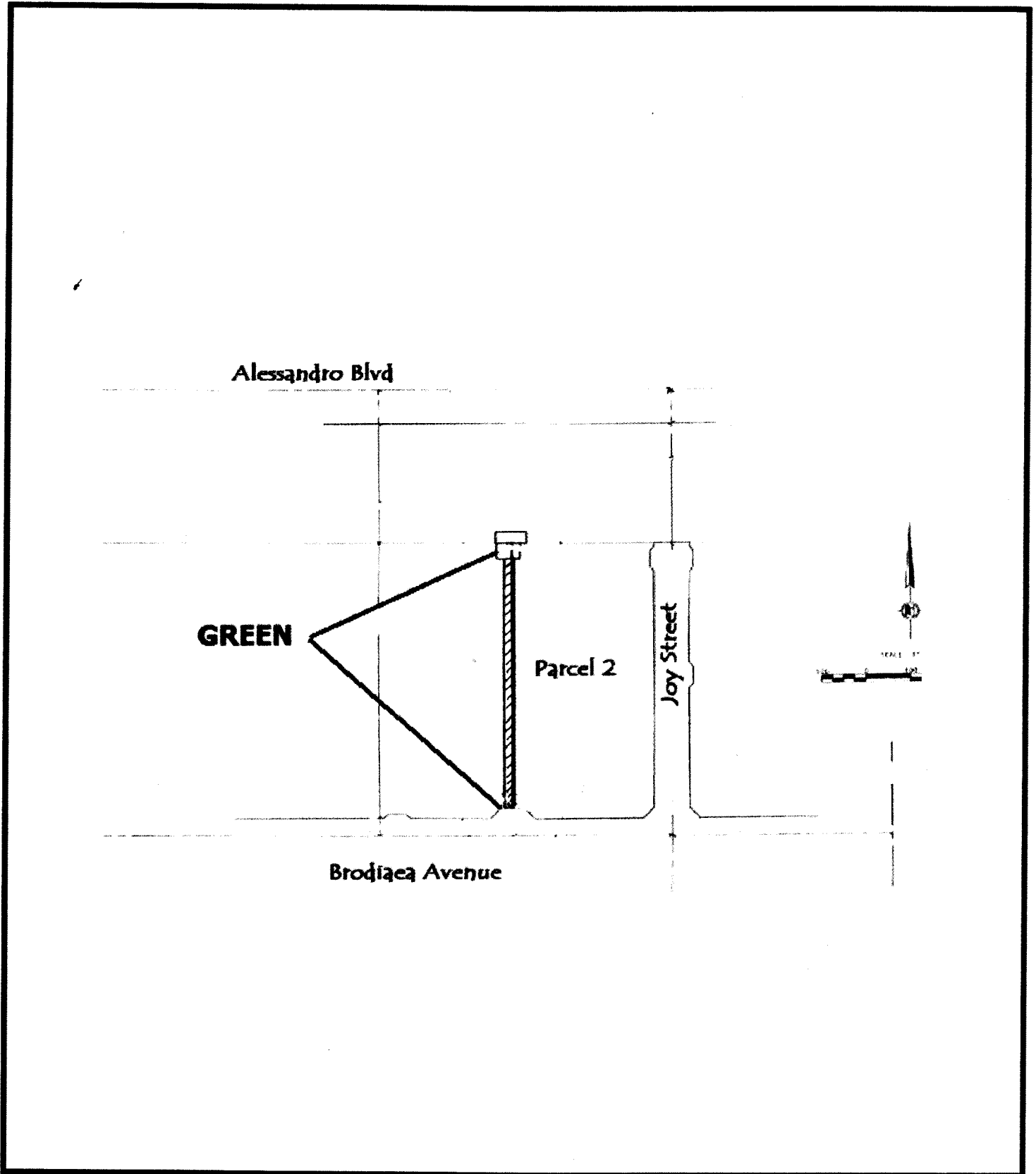
PARCEL B:

That portion of parcels 1 and 2 of parcel map no. 32326, in the city of Moreno valley, county of riverside, state of California, as per map filed in book 218 pages 34 to 42 inclusive, parcel maps, in the office of the recorder of said county, which lies within the following described boundaries:

Beginning at above designated point "A"; thence north 89°34'17" west 17.81 feet along a line parallel with and 35.00 feet southerly, measured at right angles, from the northerly boundary of said parcels 1 and 2; thence north 00°25'43" east 35.00 feet to a point in said northerly boundary; thence along said northerly boundary south 89°34'17" east 55.00 feet; thence south 00°25'43" west 35.00 feet to said parallel line; thence along said parallel line north 89°34'17" west 37.19 feet to the point of beginning.

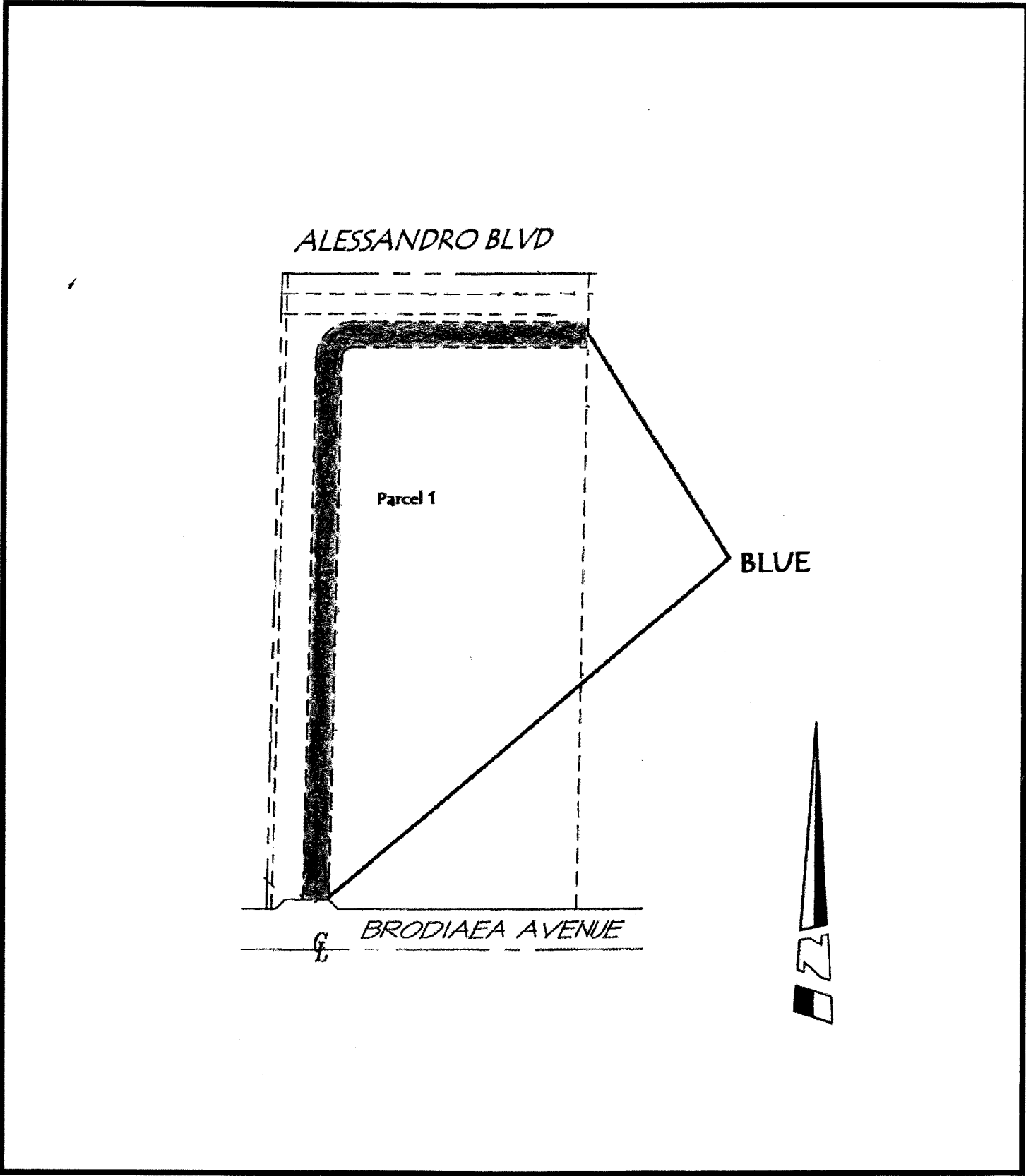
Containing 1925.00 square feet more or less.

Exhibit C



Cooperative Agreement
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465

Exhibit D



Cooperative Agreement
Sunnymead – Brodiaea Avenue Storm Drain, Stage 2
Project No. 4-0-00737
Parcel Map No. 36465