

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 3/19/16

Departmental Concurrence

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

114B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 JULY 12, 2016

SUBJECT: Approval of Cooperative Agreement for Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1, Perris Valley Master Drainage Plan Lateral J-8, Stage 2 (Parcel Map No. 33530), Project Nos. 4-0-00455-02 and 4-0-00451-02, 1st District [\$/N/A]

RECOMMENDED MOTION: That the Board of Supervisors:
 1. Approve the Cooperative Agreement (Agreement) between the District, the County of Riverside (County) and FR/CAL Harvill Road, 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 certain flood control facilities, required as a condition of approval for Parcel Map No. 33530, are to be constructed by Developer and inspected, operated and maintained by the District and County.

Continued on Page 2

LMD:bad
 P8/202986

Mark H. Willis
 for JASON E. UHLEY Mark H. Willis
 General Manager-Chief Engineer

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

C.E.O. RECOMMENDATION:
 APPROVE
 BY: *Steven C. Horn*
 Steven C. Horn
 County Executive Office Signature

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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.
 Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 12, 2016
 xc: Flood, Transp.
 (Comp. Item 3-45)

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

Prev. Agn. Ref.: | District: 1st | Agenda Number:

11-4

**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 Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1, Perris Valley Master Drainage Plan Lateral J-8, Stage 2 (Parcel Map No. 33530), Project Nos. 4-0-00455-02 & 4-0-00451-02, 1st District [\$/N/A]

DATE: July 12, 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 County 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 County's right of way boundaries.

County Counsel has approved the Agreement as to legal form, and the County and Developer have executed the Agreement. A companion item appears on the Riverside County Transportation Department's agenda the same date.

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



Supervisor Districts

LEGEND:

Project Vicinity

DESCRIPTION:

Cooperative Agreement for Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1, Perris Valley Master Drainage Plan Lateral J-8, Stage 2 (Parcel Map No. 33530), Project Nos. 4-0-00455-02 & 4-0-00451-02, 1st District [SNA]



COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1
Perris Valley Master Drainage Plan Lateral J-8, Stage 2
Project Nos. 4-0-00455-02, 4-0-00451-02
Parcel Map No. 33530 (Plot Plan No. 23332)

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the County of Riverside, hereinafter called "COUNTY", and FR/CAL Harvill Road, LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Parcel Map No. 33530 located in an unincorporated portion of Riverside County. As a condition of approval for Parcel Map No. 33530, 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 Parcel Map No. 33530 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 Nos. 4-0978 and 4-1080, include construction of:

1. Approximately 690 lineal feet of underground storm drain system along Citrus Avenue, hereinafter known as "LATERAL J-7 STAGE 2", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof;

2. Portions of two (2) underground storm drains, hereinafter called "DISTRICT STORM DRAINS". Included among DISTRICT STORM DRAINS are:

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a. A segment of approximately 190 lineal feet of underground storm drain system along Webster Avenue, hereinafter called "LATERAL J7-1" and shown in concept in blue on Exhibit "B"; and

b. A segment of approximately 2,075 lineal feet of underground storm drain system identified as "LATERAL J-8 STAGE 2" as shown in concept in green on Exhibit "B".

Together, LATERAL J-7 STAGE 2 and DISTRICT STORM DRAINS are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain underground storm drain laterals that are 36-inches or less in diameter, inlets, catch basins, connector pipes and riprap located with COUNTY rights of way, hereinafter called "APPURTENANCES". Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of (i) the remainder segment of LATERAL J7-1 and (ii) a segment of approximately 30 lineal feet of LATERAL J-8 STAGE 2, hereinafter collectively called "COUNTY STORM DRAINS". Together, APPURTENANCES and COUNTY STORM DRAINS are hereinafter called "COUNTY DRAINAGE FACILITIES"; and

E. Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of the remainder segment of LATERAL J-8 STAGE 2 located within privately held easements or rights of way, hereinafter collectively called "DEVELOPER DRAINAGE FACILITIES". DEVELOPER DRAINAGE FACILITIES are to be initially owned and maintained by DEVELOPER and subsequently owned and maintained by the Property Owners' Association for Parcel Map No. 33530. Together, DISTRICT DRAINAGE FACILITIES, COUNTY DRAINAGE FACILITIES and DEVELOPER DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

1 F. At its downstream terminus, LATERAL J-7 STAGE 2 will connect to
2 DISTRICT'S existing Perris Valley Master Drainage Plan Lateral J-7, Stage 1 (Project No. 4-0-
3 00455), as shown on District As-Built Drawing No. 4-921; and

4 G. At its downstream terminus, LATERAL J-8 STAGE 2 will connect to
5 DISTRICT'S existing Perris Valley Master Drainage Plan Lateral J-8, Stage 1 (Project No. 4-0-
6 00451), as shown on District As-Built Drawing No. 4-650; and

7 H. DEVELOPER and COUNTY desire DISTRICT to accept ownership and
8 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
9 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
10 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
11 and
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13 I. DEVELOPER and DISTRICT desire COUNTY to accept ownership and
14 responsibility for the operation and maintenance of COUNTY DRAINAGE FACILITIES.
15 Therefore, COUNTY must review and approve DEVELOPER'S plans and specifications for
16 PROJECT and subsequently inspect the construction of COUNTY DRAINAGE FACILITIES;
17 and
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19 J. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
20 specifications for DISTRICT DRAINAGE FACILITIES, (ii) inspect the construction of
21 DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the
22 operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a)
23 complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and
24 COUNTY approved plans and specifications, (c) obtains and conveys to DISTRICT the necessary
25 rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE
26 FACILITIES as set forth herein, and (d) accepts ownership and responsibility for the operation
27 and maintenance of DEVELOPER DRAINAGE FACILITIES following completion of PROJECT
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1 construction until such time as (a) DISTRICT accepts ownership and responsibility for the
2 operation and maintenance of DISTRICT DRAINAGE FACILITIES, (b) COUNTY accepts
3 ownership and responsibility for the operation and maintenance of COUNTY DRAINAGE
4 FACILITIES, and (c) the Property Owners' Association for Parcel Map No. 33530 accepts
5 ownership and responsibility for the operation and maintenance of DEVELOPER DRAINAGE
6 FACILITIES

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8 K. COUNTY is willing to (i) review and approve DEVELOPER'S plans and
9 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
10 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE
11 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
12 DRAINAGE FACILITIES within COUNTY rights of way, and (v) accept ownership and
13 responsibility for the operation and maintenance of COUNTY DRAINAGE FACILITIES,
14 provided PROJECT is constructed in accordance with plans and specifications approved by
15 DISTRICT and COUNTY.
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17 NOW, THEREFORE, the parties hereto mutually agree as follows:

18 SECTION I

19 DEVELOPER shall:

20
21 1. Prepare PROJECT plans and specifications, hereinafter called
22 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY standards
23 and submit to DISTRICT and COUNTY for their respective review and approval.

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

1 3. Deposit with DISTRICT (Attention: Business Office – Accounts
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
3 construction as set forth in Section I.8., the estimated cost of providing construction inspection for
4 DISTRICT DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT
5 in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
6 amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES. If
7 at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with
8 DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary
9 by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt of billing
10 from DISTRICT.
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12 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
13 permits and rights of entry as may be needed for the construction, inspection, operation and
14 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
15 written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient
16 evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights
17 of entry, as determined and approved by DISTRICT.
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19 5. Furnish DISTRICT with copies of all permits, approvals or agreements
20 required by any federal, state or local resource and/or regulatory agency for the construction,
21 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include
22 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water
23 Quality Control Board, California State Department of Fish and Wildlife, State Water Resources
24 Control Board, and Western Riverside County Regional Conservation Authority.
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26 6. Provide COUNTY, prior to providing written notice to DISTRICT of the
27 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation
28 of the final map for Parcel Map No. 33530 or any phase thereof, whichever occurs first, with

1 faithful performance and payment bonds, each in the amount of one hundred percent (100%) of
2 the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by
3 DISTRICT. The surety amount and form of the bonds shall be subject to approval of DISTRICT
4 and COUNTY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE
5 FACILITIES are accepted by DISTRICT as complete, at which time the bond amount may be
6 reduced to five percent (5%) for a period of one year to guarantee against any defective work,
7 labor or materials.
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9 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

10 8. Notify DISTRICT in writing (Attention: Administrative Services Section)
11 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
12 begin on any element of PROJECT for any reason whatsoever until DISTRICT has issued to
13 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
14 of PROJECT.
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16 9. Grant DISTRICT and COUNTY, by execution of this Agreement, the right
17 to enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
18 access to and performing inspection service for the construction of PROJECT as set forth herein.
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20 10. Obtain and provide DISTRICT, at the time of providing written notice to
21 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly executed
22 Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including
23 ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction,
24 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as shown in
25 concept in orange on Exhibit "C" attached hereto and made a part hereof. The Irrevocable Offer(s)
26 of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and
27 equitable owners of the property described in the offer(s).
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1 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
2 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days
3 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

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

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

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

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

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

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

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

9
10 Without limiting or diminishing DEVELOPER’S obligation to indemnify
11 or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
12 at its sole cost and expense, the following insurance coverages during the term of this Agreement:

13 A. Workers’ Compensation:

14 If DEVELOPER has employees as defined by the State of
15 California, DEVELOPER shall maintain statutory Workers’
16 Compensation Insurance (Coverage A) as prescribed by the laws of
17 the State of California. Policy shall include Employers’ Liability
18 (Coverage B) including Occupational Disease with limits not less
19 than \$1,000,000 per person per accident. Policy shall be endorsed
20 to waive subrogation in favor of DISTRICT and COUNTY, and, if
21 applicable, to provide a Borrowed Servant/Alternate Employer
22 Endorsement.
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24 B. Commercial General Liability:

25 Commercial General Liability insurance coverage, including but not
26 limited to, premises liability, unmodified contractual liability,
27 products and completed operations liability, personal and
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advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER’S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY, 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. Policy’s limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER’S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District and COUNTY, 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:

1 DEVELOPER shall cause its professional consultants to maintain
2 Professional Liability Insurance providing coverage for such
3 consultants' performance of work included within this Agreement,
4 with a limit of liability of not less than \$2,000,000 per occurrence
5 and \$4,000,000 annual aggregate. If such Professional Liability
6 Insurance is written on a claims made basis rather than an
7 occurrence basis, such insurance shall continue through the term of
8 this Agreement and DEVELOPER shall (or shall cause such
9 professional consultant to) purchase at its sole expense either 1) an
10 Extended Reporting Endorsement (also known as Tail Coverage) or
11 2) Prior Dates Coverage from a new insurer with a retroactive date
12 back to the date of, or prior to, the inception of this Agreement or 3)
13 demonstrate through Certificates of Insurance that DEVELOPER
14 (or its professional consultants) has maintained continuous coverage
15 with the same or original insurer. Coverage provided under items
16 1), 2) or 3) will continue as long as the law allows.

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19 E. General Insurance Provisions – All Lines:

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21 i. Any insurance carrier providing insurance coverage hereunder
22 shall be admitted to the State of California and have an A.M.
23 BEST rating of not less than an A: VIII (A: 8) unless such
24 requirements are waived, in writing, by the County Risk
25 Manager. If the County Risk Manager waives a requirement
26 for a particular insurer such waiver is only valid for that specific
27 insurer and only for one policy term.
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ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, DEVELOPER'S carriers shall either: 1) reduce or eliminate such 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.

iii. 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

1 minimum notice requirement found herein, DEVELOPER shall
2 cause DEVELOPER'S insurance carrier(s) to furnish a 60 day
3 Notice of Cancellation Endorsement. In the event of a material
4 modification, cancellation, expiration or reduction in coverage,
5 this Agreement shall terminate forthwith, unless DISTRICT
6 and COUNTY receive, prior to such effective date, another
7 properly executed original certificate of insurance and original
8 copies of endorsements or certified original policies, including
9 all endorsements and attachments thereto, evidencing
10 coverages set forth herein and the insurance required herein is
11 in full force and effect. An individual authorized by the
12 insurance carrier to do so on its behalf shall sign the original
13 endorsements for each policy and the certificate of insurance.
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16 iv. It is understood and agreed by the parties hereto that
17 DEVELOPER'S insurance shall be construed as primary
18 insurance, and DISTRICT'S insurance and/or deductibles
19 and/or self-insured retentions or self-insured programs shall not
20 be construed as contributory.

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22 v. If, during the term of this Agreement or any extension thereof,
23 there is a material change in the scope of services or there is a
24 material change in the equipment to be used in the performance
25 of the scope of work which will add additional exposures (such
26 as the use of aircraft, watercraft, cranes, etc.); or the term of this
27 Agreement, including any extensions thereof, exceeds five (5)
28 years, DISTRICT reserves the right to adjust the types of

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insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

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

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

viii. 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.

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

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

1 inspection of DISTRICT DRAINAGE FACILITIES and COUNTY conduct a final inspection of
2 PROJECT.

3 21. Upon completion of PROJECT construction, and upon acceptance by
4 COUNTY of all street rights of way deemed necessary by DISTRICT and COUNTY for the
5 operation and maintenance of DISTRICT DRAINAGE FACILITIES and COUNTY DRAINAGE
6 FACILITIES, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for
7 ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood
8 control easement(s), including ingress and egress, for the rights of way deemed necessary by
9 DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, in a form
10 approved by DISTRICT, for the rights of way as shown in concept in orange on Exhibit "C".

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

18 23. [THIS SECTION INTENTIONALLY LEFT BLANK]

19 24. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
21 and maintenance of DISTRICT DRAINAGE FACILITIES and COUNTY accepts ownership and
22 responsibility for the operation and maintenance of COUNTY DRAINAGE FACILITIES.
23 Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of
24 ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE
25 FACILITIES, THE DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained
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1 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole
2 discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable
3 condition, corrections shall be made at sole expense of DEVELOPER.

4 25. [THIS SECTION INTENTIONALLY LEFT BLANK]

5 26. Upon completion of PROJECT construction, but prior to DISTRICT
6 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
7 provide or cause its civil engineer of record or construction civil engineer of record, duly registered
8 in the State of California, to provide DISTRICT with a redlined "record drawings" copy of
9 PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S
10 engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S
11 original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the
12 original PROJECT engineering plans "record drawings".
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15 27. Ensure that all work performed pursuant to this Agreement by
16 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
17 regulations, including but not limited to all applicable provisions of the Labor Code, Business and
18 Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs
19 associated with compliance with applicable laws and regulations.
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23 SECTION II

24 DISTRICT shall:

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

27 2. Provide COUNTY with an opportunity to review and approve
28 IMPROVEMENT PLANS prior to DISTRICT'S final approval.

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

3 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
4 provided by DEVELOPER pursuant to Section I.10.

5 5. Inspect DISTRICT DRAINAGE FACILITIES' construction.

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

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

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

10. Provide COUNTY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

SECTION III

COUNTY shall:

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

2. Accept the COUNTY 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 FACILITIES within COUNTY rights of way.

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

1 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they
2 exist at the time DEVELOPER provides written notification to DISTRICT of the start of
3 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
4 materially affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
5 DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
6 PLANS as deemed necessary by DISTRICT.

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

12 In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed,
13 DEVELOPER may elect to furnish an independent qualified construction inspector at
14 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
15 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
16 approval. DISTRICT shall review the individual's qualifications and experience, and upon
17 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
18 to act on DISTRICT'S behalf on all PROJECT construction and quality control matters. If
19 DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3. exceeds
20 ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent
21 (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S
22 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars
23 (\$10,000) shall be retained on account.

24 6. PROJECT construction work shall be on a five (5) day, forty (40) hour work
25 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
26 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
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1 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
2 request for permission from DISTRICT to work the additional hours. The request shall be
3 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work
4 hours and state the reasons for the overtime and the specific time frames required. The decision
5 of granting permission for overtime work shall be made by DISTRICT at its sole discretion and
6 shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost
7 incurred at the overtime rates for additional inspection time required in connection with the
8 overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments
9 thereto, of the County of Riverside.
10

11 7. DEVELOPER shall indemnify and hold harmless DISTRICT and
12 COUNTY (including their agencies, districts, special districts and departments, their respective
13 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
14 representatives) from any liability, claim, damage, proceeding or action, present or future, based
15 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,
16 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
17 performance under this Agreement, or failure to comply with the requirements of this Agreement,
18 including but not limited to (a) property damage, (b) bodily injury or death, (c) liability or damage
19 pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United
20 States Constitution or any other law, ordinance or regulation caused by the diversion of waters
21 from the natural drainage patterns or the discharge of drainage within or from PROJECT, or (d)
22 any other element of any kind or nature whatsoever.
23

24 DEVELOPER shall defend, at its sole expense, including all costs and fees
25 (including but not limited to attorney fees, cost of investigation, defense and settlements or
26 awards), DISTRICT and COUNTY (including their respective agencies, districts, special districts
27 and departments, their respective directors, officers, Board of Supervisors, elected and appointed
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1 officials, employees, agents and representatives) in any claim proceeding or action for which
2 indemnification is required.

3 With respect to any of 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 COUNTY; provided, however, that any such adjustment,
7 settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S
8 indemnification obligations to DISTRICT and COUNTY.
9

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

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

17 In the event there is conflict between this section and California Civil Code Section
18 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such
19 interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT or COUNTY to
20 the fullest extent allowed by law.
21

22 8. Any waiver by DISTRICT or by COUNTY of any breach of any one or
23 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or
24 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
25 COUNTY to require exact, full and complete compliance with any terms of this Agreement shall
26 not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
27 COUNTY from enforcement hereof.
28

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

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

8 RIVERSIDE COUNTY FLOOD CONTROL	COUNTY OF RIVERSIDE
9 AND WATER CONSERVATION	4080 Lemon Street, 8th Floor
DISTRICT	Riverside, CA 92502-1090
10 1995 Market Street	Attn: Transportation Department
Riverside, CA 92501	Plan Check Section
Attn: Administrative Services Section	Alan French

11
12 FR/CAL Harvill Road, LLC
13 c/o IDS Real Estate Group
14 515 S. Figueroa Street, 16th Floor
Los Angeles, CA 90071
Attn: Patrick Spillane

15 with a copy to:

16 Cox, Castle & Nicholson, LLP
17 2029 Century Park East, Suite 2100
18 Los Angeles, California 90067
Attn: Amy H. Wells

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.

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

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

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

15 16. This Agreement is intended by the parties hereto as a final expression of
16 their understanding with respect to the subject matter hereof and as a complete and exclusive
17 statement of the terms and conditions thereof and supersedes any and all prior and
18 contemporaneous agreements and understandings, oral or written, in connection therewith. This
19 Agreement may be changed or modified only upon the written consent of the parties hereto.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
JUL 12 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Mark H. Uhley
JASON E. UHLEY
for General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal R. Kipnis
NEAL R. KIPNIS
Deputy County Counsel


By Karungatan
Deputy

(SEAL)

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1
Perris Valley Master Drainage Plan Lateral J-8, Stage 2
Project Nos. 4-0-00455-02, 4-0-00451-02
Parcel Map No. 33530 (Plot Plan No. 23332)
LMD:blm
5/24/16

1 RECOMMENDED FOR APPROVAL:

2 COUNTY OF RIVERSIDE

3
4 By 
5 PATRICIA ROMO
6 Director of Transportation


By 
JOHN J. BENOIT, Chairman
Board of Supervisors

7
8 APPROVED AS TO FORM:

ATTEST:

9 GREGORY P. PRIAMOS
10 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

11
12 By  6/28/16
13 MARSHA L. VICTOR
Principal Deputy County Counsel

By 
Deputy

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16 (SEAL)
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23 Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1
24 Perris Valley Master Drainage Plan Lateral J-8, Stage 2
25 Project Nos. 4-0-00455-02, 4-0-00451-02
26 Parcel Map No. 33530 (Plot Plan No. 23332)
27 LMD:bad
28 05/24/16

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FR/CAL HARVILL ROAD, LLC
a Delaware limited liability company

By: FIRSTCAL INDUSTRIAL, LLC
a Delaware limited liability company,
its sole member

By: CALIFORNIA STATE
TEACHERS'
RETIREMENT SYSTEM
a public entity, its member

By: Michelle Cunningham
MICHELLE CUNNINGHAM
Deputy Chief Investment Officer

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1
Perris Valley Master Drainage Plan Lateral J-8, Stage 2
Project Nos. 4-0-00455-02, 4-0-00451-02
Parcel Map No. 33530 (Plot Plan No. 23332)
LMD:bad
05/24/1616

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)
) ss:
COUNTY OF YOLO)

On June 2, 2016 before me, Mary Ann Avansino
Notary Public (insert name and title of the officer),

personally appeared Michelle Cunningham, 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: Mary Ann Avansino



Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

TENTATIVE PARCEL NO. 33530, BEING A DIVISION OF THE FOLLOWING:

TRACT A: (APN: 305-180-009)

PARCEL 1 OF PARCEL MAP NO. 6247, RECORDED JANUARY 27, 1975 IN BOOK 16 PAGE 68 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT B: (APN: 305-180-014-8)

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED BY METES AND BOUNDS;

BEGINNING AT A POINT DISTANT 577.5 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST 759 FEET; THENCE SOUTH 742.5 FEET; THENCE WEST 759 FEET; THENCE NORTH 742.5 FEET TO THE POINT BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE IN DEED RECORDED JULY 24, 1961 AS INSTRUMENT NO. 63036 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN WEBSTER AVENUE AS IT WAS REALIGNED BY DOCUMENT RECORDED AUGUST 9, 1961 AS INSTRUMENT NO. 68323 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT C: (APN: 322-270-013-0)

THAT PORTION OF LOT "F", BLOCK 14, LOTS "J" AND "L" OF FIGADOTA FARMS NO. 7, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 73 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT "L";
THENCE NORTH 89° 51' 15" WEST ALONG THE SOUTHERLY LINE OF LOT "L" AND OF LOT "J", A DISTANCE OF 56.36 FEET TO THE EASTERLY LINE OF WEBSTER AVENUE, CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JULY 24, 1961 AS INSTRUMENT NO. 63038 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF WEBSTER AVENUE, A DISTANCE OF 292.77 TO THE EASTERLY LINE OF SAID LOT "L";
THENCE SOUTH 0° 06' 15" EAST, ALONG SAID EASTERLY LINE OF LOT "L", A DISTANCE OF 287.55 TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN WEBSTER AVENUE AS IT WAS REALIGNED BY DOCUMENT RECORDED AUGUST 9, 1961 AS INSTRUMENT NO. 68323 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT D: (APNS: 305-180-018-2 AND 305-180-019-3)

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1

Perris Valley Master Drainage Plan Lateral J-8, Stage 2

Project Nos. 4-0-00455-02, 4-0-00451-02

Parcel Map No. 33530 (Plot Plan No. 23332)

Page 1 of 5

Exhibit A

PARCELS 3 AND 4 AND LETTERED LOTS D, E AND F OF PARCEL MAP 12269 AS SHOWN BY MAP ON FILE IN BOOK 63 PAGE 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT E: (APN: 305-270-034-4)

PARCEL 1 AND LETTERED LOT B OF PARCEL MAP NO. 9661, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 45, PAGES 95 AND 96 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

TRACT F: (APN: 305-270-035-5)

PARCEL 2 AND LETTERED LOT C OF PARCEL MAP NO. 9661, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 45, PAGES 95 AND 96 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

TRACT G: (APN: 305-270-036-6)

PARCEL 3 AND LETTERED LOT D OF PARCEL MAP NO. 9661, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 45, PAGES 95 AND 96 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

TRACT H: (APN: 305-270-001-4)

THE WEST 585 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE SOUTH 190 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO COUNTY OF RIVERSIDE, FOR STREET PURPOSES BY DEED RECORDED JULY 24, 1961 AS INSTRUMENT NO. 63035 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT I: (APN: 305-270-045-4)

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 115.00 FEET OF THE WESTERLY RECTANGULAR 11.5 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19;
THENCE NORTH 89° 24' 51" EAST, 427.38 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING;

THENCE NORTH 05° 05' 57" WEST, 239.46 FEET;

THENCE SOUTH 89° 41' 30" WEST, 406.51 FEET TO THE WESTERLY LINE OF SAID EASTERLY 115.00 FEET OF THE WESTERLY RECTANGULAR 11.5 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE OF SECTION 19;

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1

Perris Valley Master Drainage Plan Lateral J-8, Stage 2

Project Nos. 4-0-00455-02, 4-0-00451-02

Parcel Map No. 33530 (Plot Plan No. 23332)

Page 2 of 5

Exhibit A

THENCE NORTH 00° 06' 12" WEST, 420.16 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID SOUTH ½ OF THE SOUTH ½ OF THE SOUTHWEST ¼;

THENCE NORTH 89° 25' 53" EAST, 779.63 FEET ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 19;

THENCE SOUTH 00° 02' 36" EAST, 660.63 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 19;

THENCE SOUTH 89° 24' 51" WEST, 351.56 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A STRIP ALONG THE SOUTHERLY SIDE THEREOF INCLUDED IN PUBLIC HIGHWAY.

THIS LEGAL DESCRIPTION IS IN CONFORMANCE WITH LOT LINE ADJUSTMENT CASE NO. 2282, APPROVED BY THE RIVERSIDE COUNTY PLANNING DEPARTMENT ON FEBRUARY 21, 1986, AND AS SET FORTH IN DEED RECORDED JUNE 20, 1986 AS INSTRUMENT NO. 143569 OF OFFICIAL RECORDS.

TRACT J: (APNS: PORTION 305-270-058-6 AND PORTION 305-270-066-3)

PARCEL 2 AS SHOWN BY LOT LINE ADJUSTMENT NO. 5442, RECORDED DECEMBER 26, 2012 AS INSTRUMENT NO. 0629897 AND RE-RECORDED MAY 13, 2013 AS INSTRUMENT NO. 2013-0227518, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 1 AND 2 OF THE LAND GRANTED TO FR/CAL HARVILL ROAD, LLC AS DESCRIBED IN "GRANT DEED", IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 14, 2007 AS DOCUMENT NO. 2007-0692012, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHERLY LINE AND ITS EASTERLY PROLONGATION OF THE LAND DESCRIBED IN GRANT DEED RECORDED SEPTEMBER 9, 1999 AS DOCUMENT NO. 1999-405070, OF SAID OFFICIAL RECORDS AND LYING WESTERLY OF THE WESTERLY LINE OF LAST MENTIONED GRANT DEED.

TRACT K: (APNS: PORTION 305-270-058-6 AND PORTION 305-270-066-3)

PARCEL 1 AS SHOWN BY LOT LINE ADJUSTMENT NO. 5442, RECORDED DECEMBER 26, 2012 AS INSTRUMENT NO. 0629897 AND RE-RECORDED MAY 13, 2013 AS INSTRUMENT NO. 2013-0227518, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 1 AND 2 OF THE LAND GRANTED TO FR/CAL HARVILL ROAD, LLC AS DESCRIBED IN "GRANT DEED", IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 14, 2007 AS DOCUMENT NO. 2007-0692012, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERNLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN GRANT DEED RECORDED SEPTEMBER 9, 1999 AS DOCUMENT NO. 1999-405070, OF SAID OFFICIAL RECORDS AND LYING EASTERLY OF THE EASTERLY LINE OF LAST MENTIONED GRANT DEED.

TRACT L: (APN: 305-180-054-4)

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1

Perris Valley Master Drainage Plan Lateral J-8, Stage 2

Project Nos. 4-0-00455-02, 4-0-00451-02

Parcel Map No. 33530 (Plot Plan No. 23332)

Page 3 of 5

Exhibit A

PARCEL A AS SHOWN ON THAT CERTAIN "NOTICE OF LOT LINE ADJUSTMENT NO. 4917" RECORDED ON SEPTEMBER 22, 2006 AS INSTRUMENT NO. 2006-0704659 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS :

BEING A PORTION OF PARCELS 3 AND 4 OF PARCEL MAP NO. 6247, AS SHOWN BY MAP ON FILE IN BOOK 16 OF PARCEL MAPS, AT PAGE 68 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

BEGINNING AT SOUTHWEST CORNER OF SAID PARCEL 3;

THENCE SOUTH 89°45'37" EAST ALONG THE SOUTH LINE OF SAID PARCEL 3, A DISTANCE OF 330.92 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4;

THENCE CONTINUING SOUTH 89°45'37" EAST ALONG THE SOUTH LINE OF SAID PARCEL 4, A DISTANCE OF 304.42 FEET TO A POINT ON THE SOUTH WESTERLY LINE OF THAT PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED JULY 11, 1991 AS DOCUMENT NO. 235417 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

THENCE NORTH 34°24'24" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 385.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH WESTERLY HAVING A RADIUS OF 806.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 23°45'26", AN ARC LENGTH OF 334.20 FEET;

THENCE NORTH 58°09'50" WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 199.83 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 3;

THENCE SOUTH 00°42'41" WEST ALONG SAID WEST LINE A DISTANCE OF 649.92 FEET TO THE POINT OF BEGINNING.

TRACT M: (APN: 305-180-034-6 AND 305-270-067-4)

PARCEL 1 OF PARCEL MAP NO. 28583, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 191 PAGES 3 THROUGH 5, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND THAT PORTION OF MCKIMBALL ROAD AS VACATED BY RESOLUTION NO. 2008-021 RECORDED FEBRUARY 28, 2008 AS INSTRUMENT NO. 2008-0096370 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT N: (APN: 305-180-016-0)

PARCEL 1 AND LOT A OF PARCEL MAP NO. 12269 AS SHOWN BY MAP ON FILE IN BOOK 63 PAGE 38 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT O: (APN: 305-180-017-1)

PARCEL 2 AND LOTS B AND C OF PARCEL MAP NO. 12269 AS SHOWN BY MAP ON FILE IN BOOK 63 PAGE 38 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT P: (APN: 322-280-001-0)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING EASTERLY OF THE EASTERLY LINE OF THE LAND

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1

Perris Valley Master Drainage Plan Lateral J-8, Stage 2

Project Nos. 4-0-00455-02, 4-0-00451-02

Parcel Map No. 33530 (Plot Plan No. 23332)

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Exhibit A

CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED JULY 24, 1961 AS INSTRUMENT NO. 63036, IN BOOK 2949, PAGE 580 OF OFFICIAL RECORDS (WEBSTER AVENUE).

SAID LAND IS ALSO DESCRIBED BY THE RIVERSIDE COUNTY TAX COLLECTOR AS ASSESSOR'S PARCEL NUMBER 322280001-0 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING EAST OF WEBSTER AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 4 WEST; THENCE SOUTH 407.04 FEET TO THE EAST LINE OF WEBSTER AVENUE; THENCE NORTH ALONG THE EAST LINE OF WEBSTER AVENUE TO A POINT THAT IS 56.36 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 56.36 FEET TO THE POINT OF BEGINNING.

TRACT Q: (PORTION OF REDLANDS AVENUE)

THE WESTERLY 44.00 FEET OF REDLANDS AVENUE, A PUBLIC STREET, 88.00 IN WIDTH, AS SHOWN ON TRACT NO. 4269, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 76 PAGES 9 THROUGH 14, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE NORTH BY THAT CERTAIN COURSE IN THE NORTHERLY LINE OF SAID TRACT NO. 4269, SAID CERTAIN COURSE SHOWN ON THE MAP OF SAID TRACT NO. 4269 AS HAVING A BEARING AND DISTANCE OF NORTH 89° 39' 08" EAST 2214.07 FEET AND BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID TRACT NO. 4269, SAID CERTAIN COURSE SHOWN ON THE MAP OF SAID TRACT NO. 4269 AS HAVING A BEARING AND A DISTANCE OF NORTH 89° 42' 39" EAST 464.94 FEET.

APN: 305-180-009-4, 305-180-014-8, 305-180-016-0, 305-180-017-1, 305-180-018-2, 305-180-019-3, 305-180-034-6, 305-180-054-4, 305-270-001-4, 305-270-034-4, 305-270-035-5, 305-270-036-6, 305-270-045-4, 305-270-058-6, 305-270-072-8, 305-270-066-3, 305-270-073-9, 305-270-067-4, 322-270-013-0 and 322-280-001-0

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1

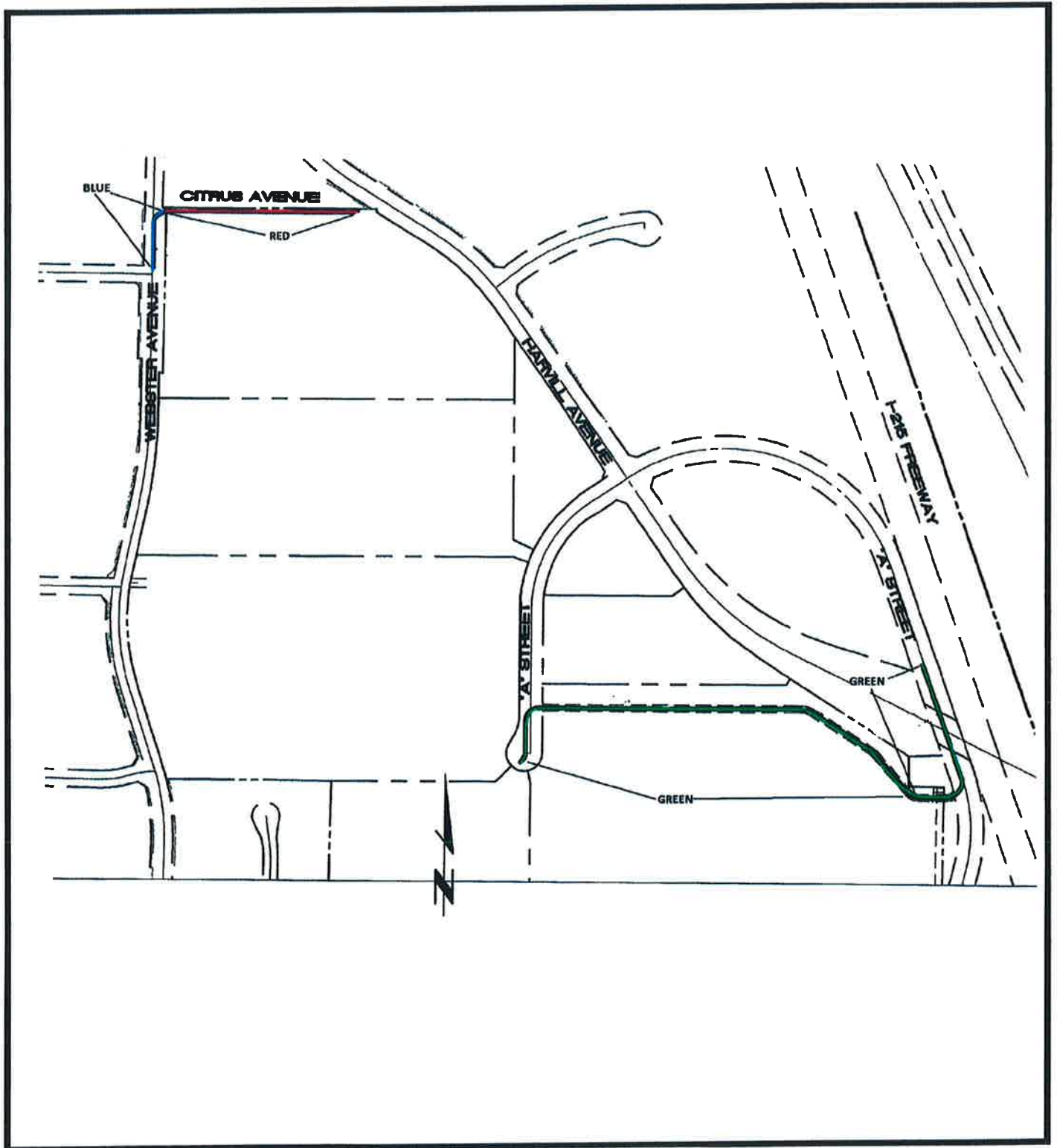
Perris Valley Master Drainage Plan Lateral J-8, Stage 2

Project Nos. 4-0-00455-02, 4-0-00451-02

Parcel Map No. 33530 (Plot Plan No. 23332)

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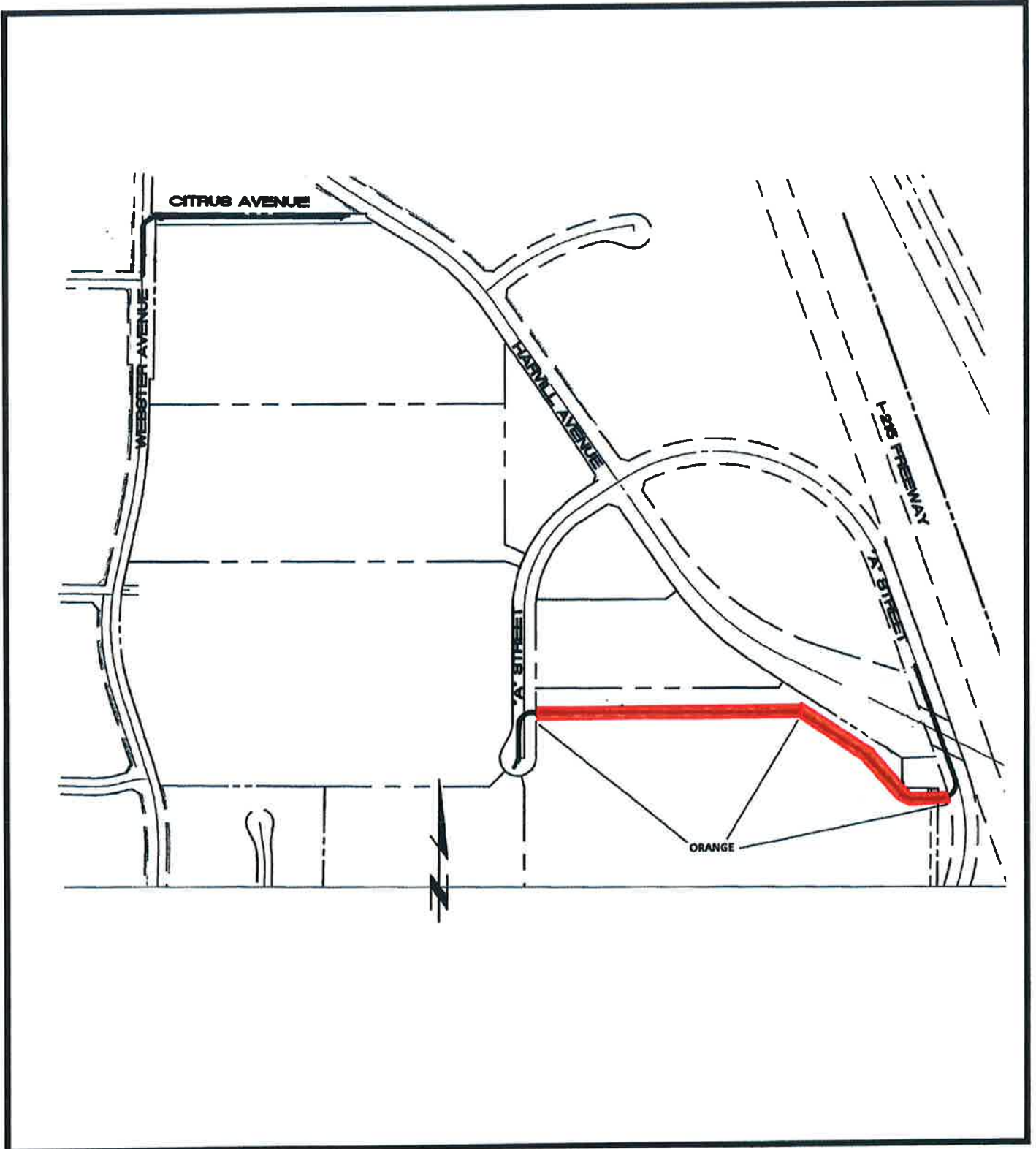
Exhibit B



COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1
Perris Valley Master Drainage Plan Lateral J-8, Stage 2
Project Nos. 4-0-00455-02, 4-0-00451-02
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Exhibit C



COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral J-7, Stage 2, Lateral J7-1

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