

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



ITEM
11.3
(ID # 4183)

MEETING DATE:
Tuesday, May 23, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Eastvale
MDP Line E-1, Stage 3 (Development Plan No. 14-1077), Project No. 2-0-00324;
2nd District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:


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

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: APPROVE

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 Development Plan No. 14-1077, are to be constructed by Developer and inspected, operated and maintained by the District, City and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way, and to provide for District inspection and subsequent operation and maintenance of the referenced storm drain facilities within the Eastvale Master Drainage Plan.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets and connector pipes located within City rights of way. The Developer will retain ownership and assume operation and maintenance responsibility of the project's associated retaining wall and two 24-inch stub outs 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 for the development of Development Plan No. 14-1077. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

SUPPLEMENTAL:

Additional Fiscal Information

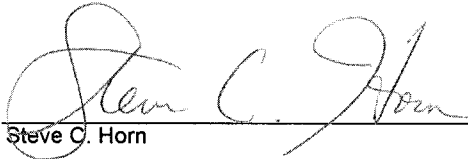
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

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

1. Vicinity Map
2. Cooperative Agreement

AMR:blm
P8/210865



Steve C. Horn

5/15/2017



Gregory J. Priamos, Director County Counsel

5/9/2017

1 COOPERATIVE AGREEMENT
2 Eastvale MDP Line E-1, Stage 3
3 Project No. 2-0-00324
4 Development Plan No. 14-1077

5 The Riverside County Flood Control and Water Conservation District
6 ("DISTRICT"), the City of Eastvale ("CITY"), and CPT Grainger, LLC, a Delaware limited
7 liability company ("DEVELOPER"), hereby agree as follows:

8 RECITALS

9 A. DEVELOPER has submitted for approval Development Plan No. 14-1077
10 located in the city of Eastvale. As a condition of approval for Development Plan No. 14-1077,
11 DEVELOPER must construct certain flood control facilities in order to provide flood protection
12 and drainage for DEVELOPER'S planned development; and

13 B. The legal description of Development Plan No. 14-1077 is provided on
14 Exhibit "A" attached hereto and made a part hereof; and

15 C. The required flood control facilities, all as shown on District Drawing No. 2-
16 0477, include construction of approximately 1,680 lineal feet of underground storm drain system
17 ("DISTRICT DRAINAGE FACILITY") as shown in concept in blue on Exhibit "B" attached
18 hereto and made a part hereof. DISTRICT DRAINAGE FACILITY lateral connections terminate
19 with a concrete bulkhead for future extension; and

20 D. Associated with the construction of DISTRICT DRAINAGE FACILITY is
21 the construction of certain inlets, catch basins, connector pipes located within CITY-held
22 easements or rights of way ("APPURTENANCES"); and

23 E. Also associated with the construction of DISTRICT DRAINAGE
24 FACILITY is the construction of a retaining wall and two (2) 24-inch stub outs ("DEVELOPER
25 FACILITIES"), that are to be located within privately held easements or rights of way and which
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1 are to be initially maintained by DEVELOPER and subsequently maintained by the Property
2 Owner(s). Together, DISTRICT DRAINAGE FACILITY, APPURTENANCES, and
3 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

4 F. At its upstream terminus, DISTRICT DRAINAGE FACILITY will connect
5 to DISTRICT'S existing Eastvale Master Drainage Plan Line E-2, Stage 2 Detention Basin, as
6 shown on District As-Built Drawing No. 2-0292; and

7
8 G. At its downstream terminus, DISTRICT DRAINAGE FACILITY will
9 connect to DISTRICT'S existing Eastvale Master Drainage Plan Line E-1, Stage 2 facility, as
10 shown on District Drawing No. 2-0402; and

11 H. DISTRICT DRAINAGE FACILITY includes a segment of DISTRICT'S
12 Eastvale MDP Line E-1 ("ADP FACILITY"), which is an identified segment of CITY'S Eastvale
13 Area Drainage Plan (ADP); and

14
15 I. The ADP Fee obligation for Development Plan No. 14-1077
16 ("OBLIGATION"), is calculated based on the current fee at the time of issuance of building
17 permits; and

18 J. If DISTRICT estimates that upon constructing DISTRICT DRAINAGE
19 FACILITY, DEVELOPER would earn ADP Fee credit ("CREDIT"), the estimated difference
20 between OBLIGATION and CREDIT will result in an excess ADP Fee credit ("EXCESS
21 CREDIT"); and

22
23 K. Pursuant to Section IV.b.1 of the "Rules and Regulations for Administration
24 of Area Drainage Plans", dated June 10, 1980, as amended, ("RULES"), and the provisions of this
25 Agreement, CREDIT earned by DEVELOPER for the construction of ADP FACILITY may be
26 used to satisfy OBLIGATION; and

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1 L. Pursuant to RULES and this Agreement, EXCESS CREDIT may be used to
2 satisfy the requirement to pay ADP Fees for certain properties located within the boundaries of
3 the Eastvale ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

4 M. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may
5 desire to transfer some or all of DEVELOPER'S EXCESS CREDIT to ELIGIBLE PROPERTIES.
6 In such event, DEVELOPER and owner(s) will enter into (a) separate agreement(s) concerning
7 the transfer of DEVELOPER'S EXCESS CREDIT from DEVELOPER to said owner(s) as set
8 forth herein; and

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

13 O. DEVELOPER and DISTRICT desire CITY to accept ownership and
14 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must
15 review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently
16 inspect the construction of APPURTENANCES; and

17 P. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
18 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITY,
19 and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT
20 DRAINAGE FACILITY, provided DEVELOPER (a) complies with this Agreement, (b)
21 constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications,
22 and (c) obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation
23 and maintenance of DISTRICT DRAINAGE FACILITY as set forth herein; and (iv) accepts
24 ownership and responsibility for the operation and maintenance of PROJECT following
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1 completion of PROJECT construction until such time as DISTRICT accepts ownership and
2 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY; and

3 Q. 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 DISTRICT
6 DRAINAGE FACILITY, (iv) grant DISTRICT the right to inspect, operate and maintain
7 DISTRICT DRAINAGE FACILITY within CITY rights of way, and (v) accept ownership and
8 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is
9 constructed in accordance with plans and specifications approved by DISTRICT and CITY.
10

11 R. DISTRICT is willing, upon recordation of the final map for Development
12 Plan No. 14-1077, vacate a portion of the existing DISTRICT EASEMENTS as shown in concept
13 cross-hatched in green on Exhibit "C" attached hereto and made a part hereof; and
14

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

16 SECTION I

17 DEVELOPER shall:

18 1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS"),
19 in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and
20 CITY for their respective review and approval.
21

22 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
23 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
24 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS,
25 review and approval of rights of way and conveyance documents, and with the processing and
26 administration of this Agreement.
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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
4 for DISTRICT DRAINAGE FACILITY, 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 FACILITY. If at
7 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.
11

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
17 rights of entry, as determined and approved by DISTRICT.
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19 5. Prior to commencing construction, furnish DISTRICT with copies of all
20 permits, approvals or agreements required by any federal, state or local resource and/or regulatory
21 agency for the construction, operation and maintenance of DISTRICT DRAINAGE FACILITY.
22 Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers,
23 California Regional Water Quality Control Board, California State Department of Fish and
24 Wildlife, State Water Resources Control Board, and Western Riverside County Regional
25 Conservation Authority.
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1 6. Provide CITY, prior to providing written notice to DISTRICT of the start of
2 construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of
3 the final map for Development Plan No. 14-1077 or any phase thereof, whichever occurs first,
4 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)
5 of the estimated cost for construction of DISTRICT DRAINAGE FACILITY as determined by
6 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT
7 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE
8 FACILITY are accepted by DISTRICT as complete, at which time the bond amount may be
9 reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work,
10 labor or materials.
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12 7. [THIS SECTION INTENTIONALLY LEFT BLANK]
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14 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
15 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
16 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
17 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
18 of PROJECT.
19

20 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
21 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
22 access to, and performing inspection service for, the construction of PROJECT as set forth herein.
23

24 10. Obtain and provide DISTRICT, at the time of providing written notice to
25 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly executed
26 Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes,
27 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the
28 construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY as

1 shown in concept cross-hatched in purple on Exhibit "D" attached hereto and made a part hereof.
2 The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be
3 executed by all legal and equitable owners of the property described in the offer(s).

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

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

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

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

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

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

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

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

16 Without limiting or diminishing DEVELOPER'S obligation to indemnify or hold
17 DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its
18 sole cost and expense, the following insurance coverages during the term of this Agreement:

19 A. Workers' Compensation:

20 If DEVELOPER has employees as defined by the State of California,
21 DEVELOPER shall maintain statutory Workers' Compensation
22 Insurance (Coverage A) as prescribed by the laws of the State of
23 California. Policy shall include Employers' Liability (Coverage B)
24 including Occupational Disease with limits not less than \$1,000,000
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1 per person per accident. Policy shall be endorsed to waive subrogation
2 in favor of DISTRICT, County of Riverside and CITY.

3 B. Commercial General Liability:

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

20 If DEVELOPER'S vehicles or mobile equipment are used in the
21 performance of the obligations under this Agreement, then
22 DEVELOPER shall maintain liability insurance for all owned, non-
23 owned or hired vehicles so used in an amount not less than \$1,000,000
24 per occurrence combined single limit. If such insurance contains a
25 general aggregate limit, it shall apply separately to this Agreement or
26 be no less than two (2) times the occurrence limit. Policy shall name
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1 the DISTRICT, County of Riverside and CITY, its agencies, districts,
2 special districts, and departments, their respective directors, officers,
3 Board of Supervisors, employees, elected or appointed officials, agents
4 or representatives as additional insureds.

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6 D. Professional Liability:

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

- 25 i. Any insurance carrier providing insurance coverage hereunder
26 shall be admitted to the State of California and have an A.M.
27 BEST rating of not less than an A: VIII (A: 8) unless such
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1 requirements are waived, in writing, by the County Risk
2 Manager. If the County Risk Manager waives a requirement for
3 a particular insurer such waiver is only valid for that specific
4 insurer and only for one policy term.

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

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19 iii. DEVELOPER, shall cause their insurance carrier(s) or its
20 contractor's insurance carrier(s), to furnish DISTRICT with 1) a
21 properly executed original certificate(s) of insurance and
22 certified original copies of endorsements effecting coverage as
23 required herein; and 2) if requested to do so orally or in writing
24 by the County Risk Manager, provide original certified copies of
25 policies including all endorsements and all attachments thereto,
26 showing such insurance is in full force and effect. Further, said
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1 certificate(s) and policies of insurance shall contain the covenant
2 of the insurance carrier(s) that a minimum of sixty (60) days
3 written notice shall be given to DISTRICT prior to any material
4 modification, cancellation, expiration or reduction in coverage
5 of such insurance. If DEVELOPER insurance carrier(s) policies
6 does not meet the minimum notice requirement found herein,
7 DEVELOPER shall cause DEVELOPER'S insurance carrier(s)
8 to furnish a 60 day Notice of Cancellation Endorsement. In the
9 event of a material modification, cancellation, expiration or
10 reduction in coverage, this Agreement shall terminate forthwith,
11 unless DISTRICT receives, prior to such effective date, another
12 properly executed original certificate of insurance and original
13 copies of endorsements or certified original policies, including
14 all endorsements and attachments thereto, evidencing coverages
15 set forth herein and the insurance required herein is in full force
16 and effect. An individual authorized by the insurance carrier to
17 do so on its behalf shall sign the original endorsements for each
18 policy and the certificate of insurance.

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22 iv. It is understood and agreed by the parties hereto that
23 DEVELOPER'S insurance shall be construed as primary
24 insurance, and DISTRICT'S insurance and/or deductibles and/or
25 self-insured retentions or self-insured programs shall not be
26 construed as contributory.
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- 1 v. If, during the term of this Agreement or any extension thereof,
2 there is a material change in the scope of services or there is a
3 material change in the equipment to be used in the performance
4 of the scope of work which will add additional exposures (such
5 as the use of aircraft, watercraft, cranes, etc.); or the term of this
6 Agreement, including any extensions thereof, exceeds five (5)
7 years, DISTRICT reserves the right to adjust the types of
8 insurance required under this Agreement and the monetary limits
9 of liability for the insurance coverages currently required herein,
10 if, in the County Risk Manager's reasonable judgment, the
11 amount or type of insurance carried by DEVELOPER has
12 become inadequate.
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14 vi. DEVELOPER shall pass down the insurance obligations
15 contained herein to all tiers of subcontractors working under this
16 Agreement.
17
18 vii. The insurance requirements contained in this Agreement may be
19 met with a program(s) of self-insurance acceptable to
20 DISTRICT.
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22 viii. DEVELOPER agrees to notify DISTRICT of any claim by a
23 third party or any incident or event that may give rise to a claim
24 arising from the performance of this Agreement.

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

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

6 20. Within two (2) weeks of completing PROJECT construction, provide
7 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that
8 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
9 inspection of DISTRICT DRAINAGE FACILITY and CITY conduct a final inspection of
10 PROJECT.

11 21. Upon completion of PROJECT construction, and upon acceptance by CITY
12 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
13 maintenance of DISTRICT DRAINAGE FACILITY and APPURTENANCES, but prior to
14 DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and
15 maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s),
16 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the
17 operation and maintenance of DISTRICT DRAINAGE FACILITY, in a form approved by
18 DISTRICT, for the rights of way as shown in concept cross-hatched in purple on Exhibit "D".

19 22. At the time of recordation of the conveyance document(s), as set forth in
20 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
21 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
22 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property
23 as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases
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1 (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed
2 acceptable.

3 23. [THIS SECTION INTENTIONALLY LEFT BLANK.]

4 24. Accept ownership and sole responsibility for the operation and maintenance
5 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
6 and maintenance of DISTRICT DRAINAGE FACILITY, CITY accepts ownership and
7 responsibility for the operation and maintenance of APPURTENANCES, and the Property
8 Owner(s) accepts ownership and responsibility for the operation and maintenance of
9 DEVELOPER FACILITIES. Further, it is mutually understood by the parties hereto that prior to
10 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
11 DISTRICT DRAINAGE FACILITY, PROJECT and shall be in a satisfactorily maintained
12 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole
13 discretion of DISTRICT, DISTRICT DRAINAGE FACILITY are not in an acceptable condition,
14 corrections shall be made at sole expense of DEVELOPER.
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17 25. Assume sole responsibility for all necessary reconstruction, repairs, and
18 corrections to the portion of retaining wall located within its right of way that must be removed
19 by DISTRICT as the result of DISTRICT'S operation, maintenance or improvements to its facility
20 located therein.
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22 26. Upon completion of PROJECT construction, but prior to DISTRICT
23 acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and maintenance,
24 provide or cause its civil engineer of record or construction civil engineer of record, duly
25 registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy
26 of PROJECT plans. After DISTRICT approval of the redlined "record drawings",
27 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes
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1 1. All construction work involved with PROJECT shall be inspected by
2 DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually
3 agree in writing that construction is completed in accordance with DISTRICT and CITY approved
4 IMPROVEMENT PLANS.

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

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

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

3 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
4 Notice to Proceed is subject to staff availability.

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

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

5
6 7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
7 Riverside and CITY (including their agencies, districts, special districts and departments, their
8 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
9 agents and representatives) from any liability, claim, damage, proceeding or action, present or
10 future, based upon, arising out of or in any way relating to DEVELOPER'S (including its officers,
11 employees, subcontractors and agents) actual or alleged acts or omissions related to this
12 Agreement, performance under this Agreement, or failure to comply with the requirements of this
13 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
14 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
15 Amendment of the United States Constitution or any other law, ordinance or regulation caused by
16 the diversion of waters from the natural drainage patterns or the discharge of drainage within or
17 from PROJECT; or (d) any other element of any kind or nature whatsoever.

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

25
26 With respect to any of DEVELOPER'S indemnification requirements,
27 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
28

1 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
2 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
3 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
4 DEVELOPER'S indemnification obligations to DISTRICT and CITY.

5
6 DEVELOPER'S indemnification obligations shall be satisfied when
7 DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form
8 of dismissal (or similar document) relieving DISTRICT and CITY from any liability for the claim,
9 proceeding or action involved.

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

13
14 In the event there is conflict between this section and California Civil Code
15 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.
16 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the
17 fullest extent allowed by law.

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

24
25 9. This Agreement is to be construed in accordance with the laws of the State
26 of California. If any provision in this Agreement is held by a court of competent jurisdiction to be
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1 invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect
2 without being impaired or invalidated in any way.

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

5 RIVERSIDE COUNTY FLOOD CONTROL
6 AND WATER CONSERVATION DISTRICT
7 1995 Market Street
8 Riverside, CA 92501
9 Attn: Administrative Services Section

CITY OF EASTVALE
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: Joe Indrawan

10 CPT GRAINGER, LLC
11 601 S. Figueroa, Suite 2150
12 Los Angeles, CA 90017
13 Attn: Jonathan Carley

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

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

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

25 14. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
26 or obligations hereunder to any person or entity without the written consent of the other parties
27 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
28

1 expressly understands and agrees that it shall remain liable with respect to any and all of the
2 obligations and duties contained in this Agreement.

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

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

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

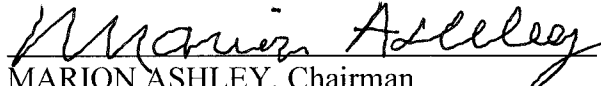
MAY 23 2017

(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

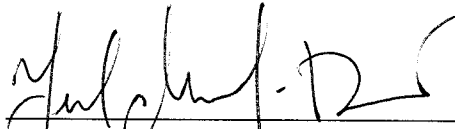
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

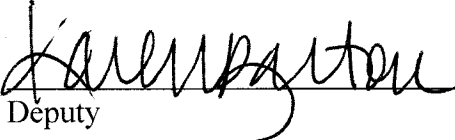
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)

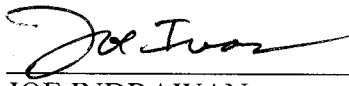
Cooperative Agreement:
Eastvale MDP Line E-1, Stage 3
Project No. 2-0-0324
Development Plan No. 14-1077
AMR:blm
03/23/17

1 RECOMMENDED FOR APPROVAL:

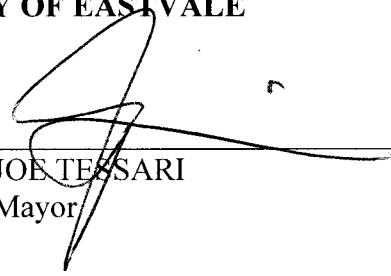
CITY OF EASTVALE

2

3

By 
JOE INDRAWAN
City Engineer

By


JOE TESSARI
Mayor

4

5

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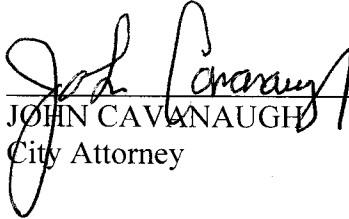
7

APPROVED AS TO FORM:


ATTEST:

8

9

By 
JOHN CAVANAUGH
City Attorney

By


MICHELE NISSEN
City Manager

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(SEAL)

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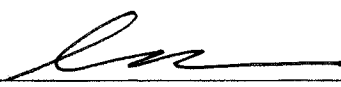
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Cooperative Agreement:
Eastvale MDP Line E-1, Stage 3
Project No. 2-0-0324
Development Plan No. 14-1077
AMR:blm
03/23/17

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CPT GRAINGER, LLC
a Delaware limited liability company

By 
LILY KAO
Authorized Signatory

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Eastvale MDP Line E-1, Stage 3
Project No. 2-0-0324
Development Plan No. 14-1077
AMR:blm
03/23/17

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On 4/28/17 before me, Aimee Sloan, Notary Public,
(here insert name and title of the officer)

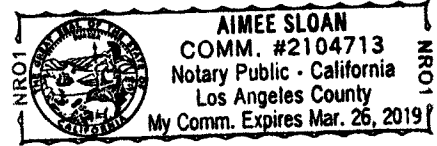
personally appeared Lily Kao

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]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Crainger Cooperative Agreement, containing pages, and dated .

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Exhibit A

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL 1:

PARCEL B OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT 13-0485, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED DECEMBER 27, 2013 AS INSTRUMENT NO. 2013-0596786 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 11 IN THE NORTHWEST QUARTER OF SECTION 1A, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT APPROVED ON AUGUST 22, 1895 THEREOF AND SHOWN ON RECORD OF SURVEY BY MAP ON FILE IN BOOK 56, PAGE 66 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SAID OFFICIAL PLAT, ALSO BEING ON THE CENTERLINE OF HAMNER AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 89° 45' 20" EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 2 AND ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 989.70 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A LINE PARALLEL WITH AND DISTANT EASTERLY 60.00 FEET, MEASURED AT A RIGHT ANGLE, FROM THE WESTERLY LINE OF SAID SECTION

26;

THENCE CONTINUING SOUTH 89° 45' 20" EAST ALONG SAID NORTHERLY LINE OF GOVERNMENT LOT 1, A DISTANCE OF 1268.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 524.93 FEET, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF PARCEL 17418 OF THAT CERTAIN GRANT DEED, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 12, 2005 AS INSTRUMENT NO. 2005-0840137 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 81° 18' 04" EAST;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 17418 AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43° 49' 26", AN ARC DISTANCE OF 401.50 FEET;

THENCE SOUTH 52° 31' 22" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 91.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 393.70 FEET;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID NORTHWESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 72° 31' 59", AN ARC DISTANCE OF 498.40 FEET TO AN ANGLE POINT THEREON, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 69° 59' 23" WEST;

THENCE SOUTH 37° 52' 44" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 37.47 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 66° 41' 08" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 548.37 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 73° 08' 40" WEST ALONG SAID NORTHWESTERLY LINE AND ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 12, 2005 AS INSTRUMENT NO. 2005-0840136 OF OFFICIAL RECORDS, A DISTANCE OF 246.35 FEET;

THENCE SOUTH 76° 55' 38" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 5.21 FEET;

THENCE NORTH 11° 17' 28" WEST A DISTANCE OF 89.01 FEET;

THENCE NORTH 89° 45' 20" WEST, A DISTANCE OF 85.77 FEET;

THENCE NORTH 00° 14' 40" EAST A DISTANCE OF 1077.17 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit A

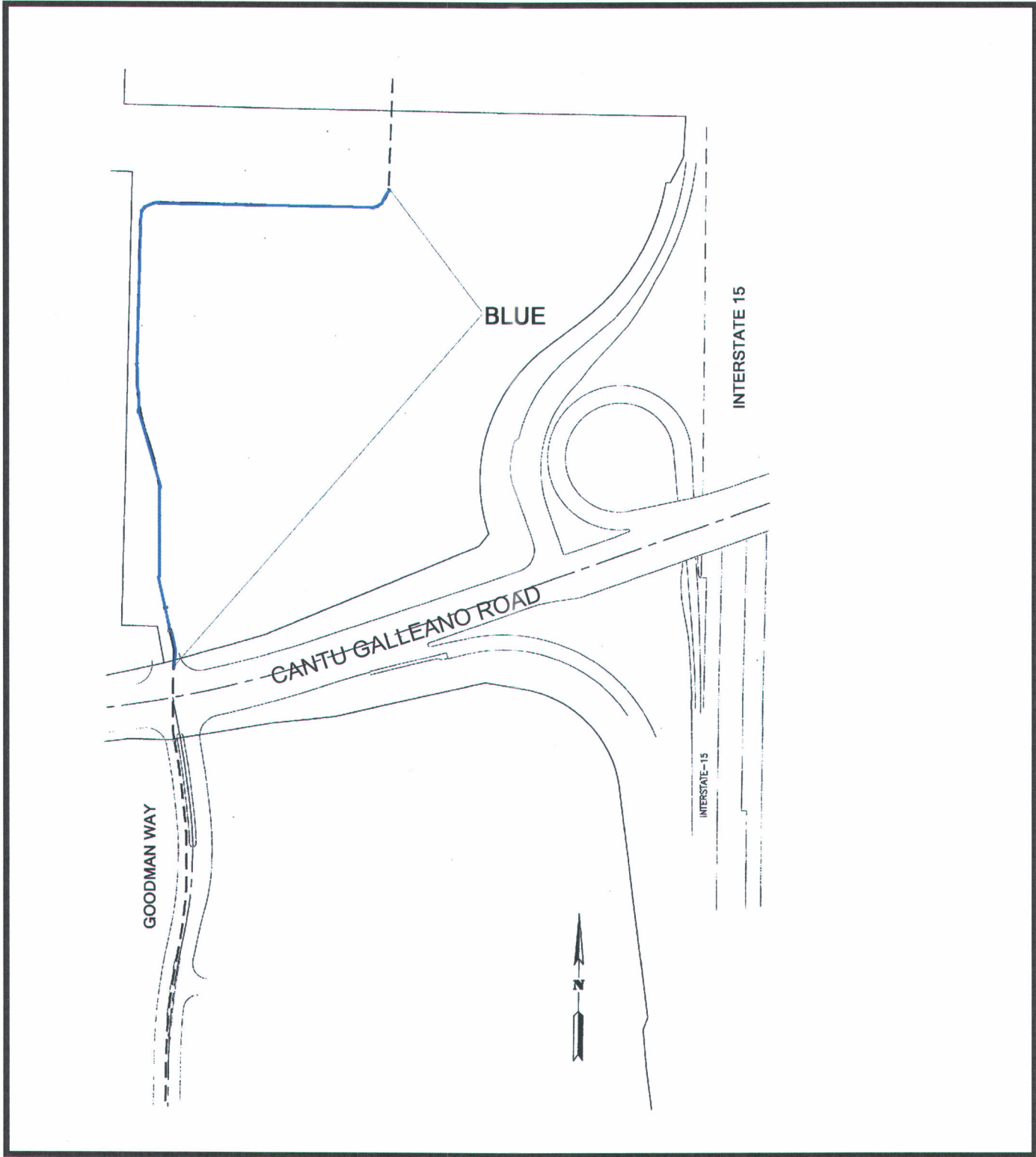
EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN OIL AND GAS, AS RESERVED IN THE DEED FROM THE FEDERAL LAND BANK OF BERKLEY, RECORDED SEPTEMBER 20, 1943 IN BOOK 594, PAGE 512 OF OFFICIAL RECORDS.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN THAT CERTAIN SHARED ACCESS CONSTRUCTION, EASEMENT AND MAINTENANCE AGREEMENT DATED DECEMBER 31, 2013, EXECUTED BY W.W. GRAINGER, INC., AN ILLINOIS CORPORATION, AND LBA/CPT INDUSTRIAL-COMPANY VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JANUARY 3, 2014 AS INSTRUMENT NO. 2014-0002208 OF OFFICIAL RECORDS.

APN: 160-020-033-1

Exhibit B



COOPERATIVE AGREEMENT

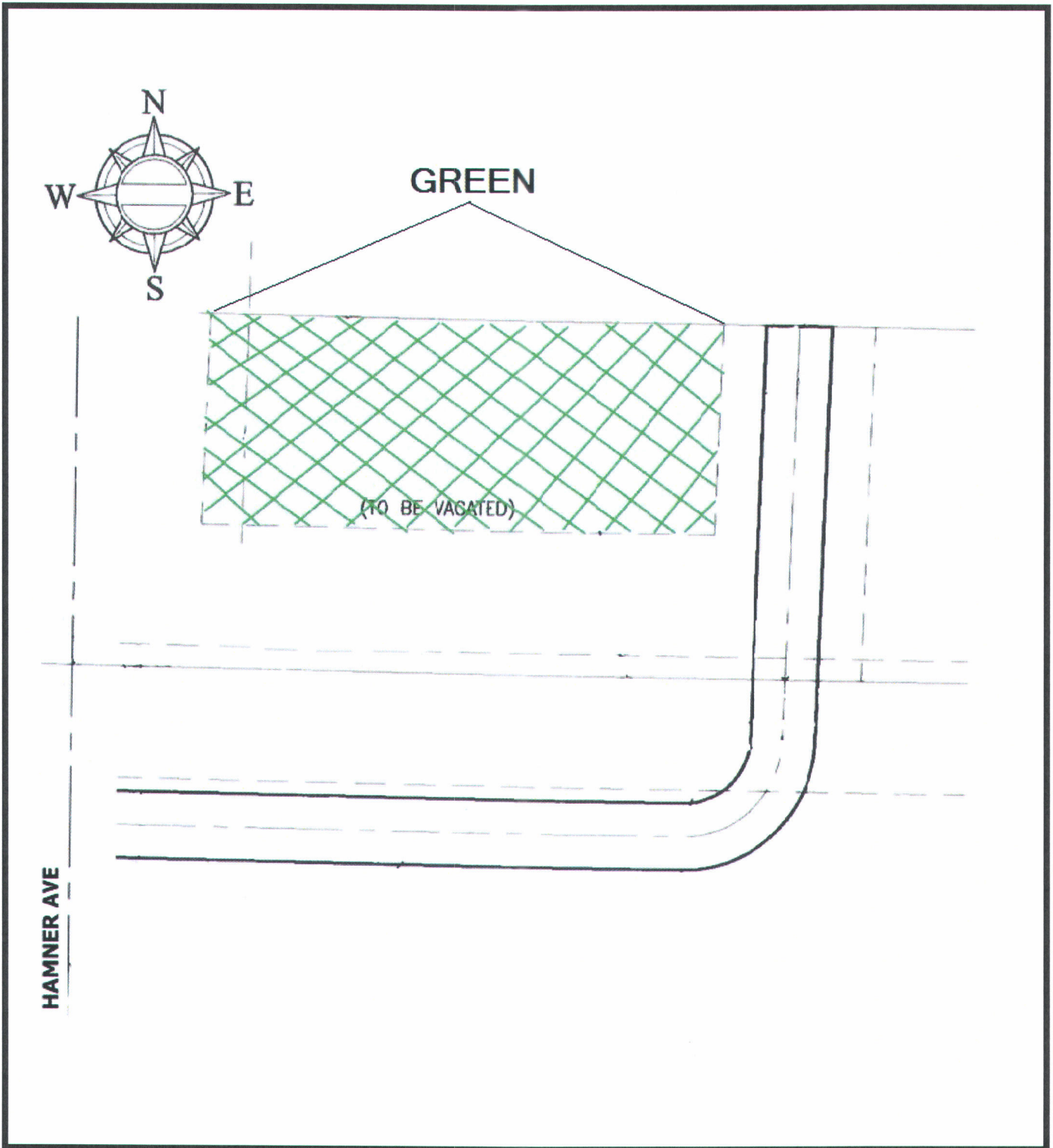
Eastvale MDP Line E-1, Stage 3

Project No. 2-0-00324

Development Plan No. 14-1077

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

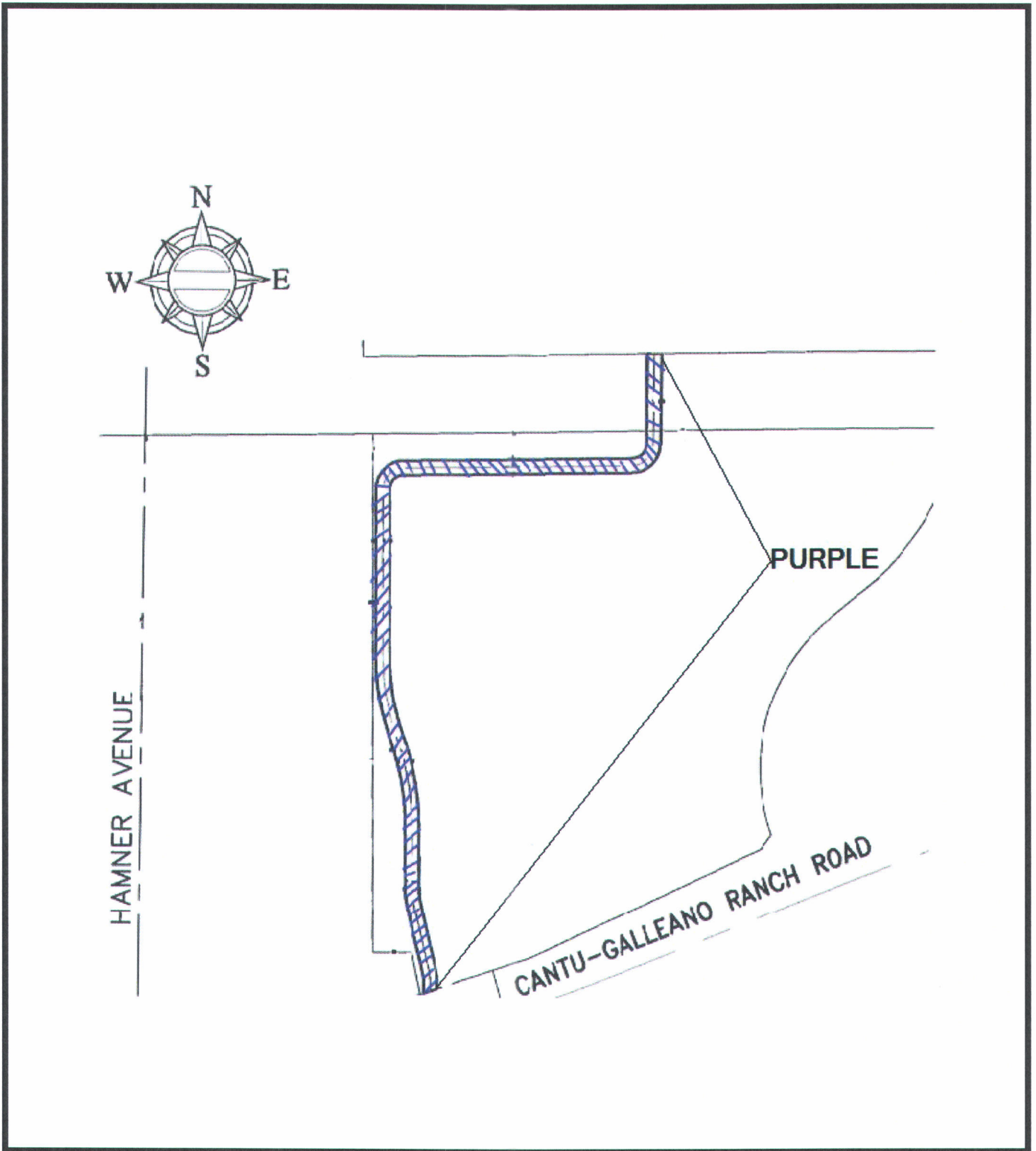
Eastvale MDP Line E-1, Stage 3

Project No. 2-0-00324

Development Plan No. 14-1077

Page 1 of 1

Exhibit D



COOPERATIVE AGREEMENT

Eastvale MDP Line E-1, Stage 3

Project No. 2-0-00324

Development Plan No. 14-1077

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