

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



ITEM
11.2
(ID # 4317)

MEETING DATE:

Tuesday, June 6, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Perris Valley MDP Lateral B-5, Stage 1 (Parcel Map No. 36726), Project No. 4-0-00461; District 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

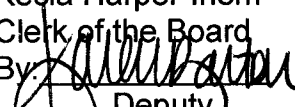
1. Approve the Cooperative Agreement between the District, the City of Perris (City) and IPT Perris DC LP (Developer); and
- Authorize the Chairman to execute the Agreement on behalf of the District.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 6, 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 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 drainage facility. Upon completion of the drainage facility construction, the City will assume ownership, operation and maintenance of the mainline storm drains until such time as District assumes ownership, operation and maintenance in accordance the terms and conditions as set forth in the Agreement. The City will also assume ownership, operation and maintenance of a 54-inch storm drain and the project's associated catch basins, outlets, inlets, concrete broad ditch, connector pipes and laterals that are 36 inches or less in diameter located within City rights of way.

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

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Parcel Map No. 36726. 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

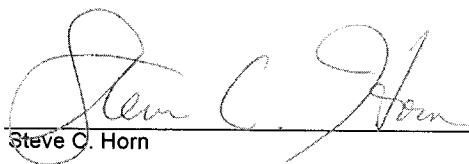
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of mainline storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

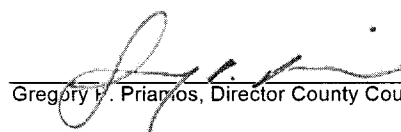
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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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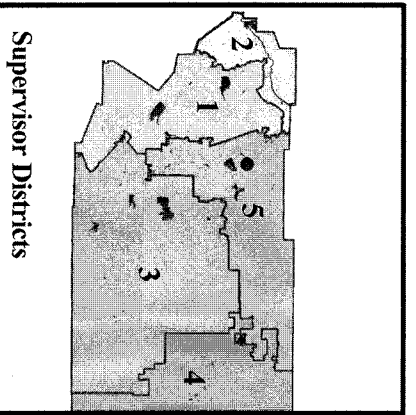
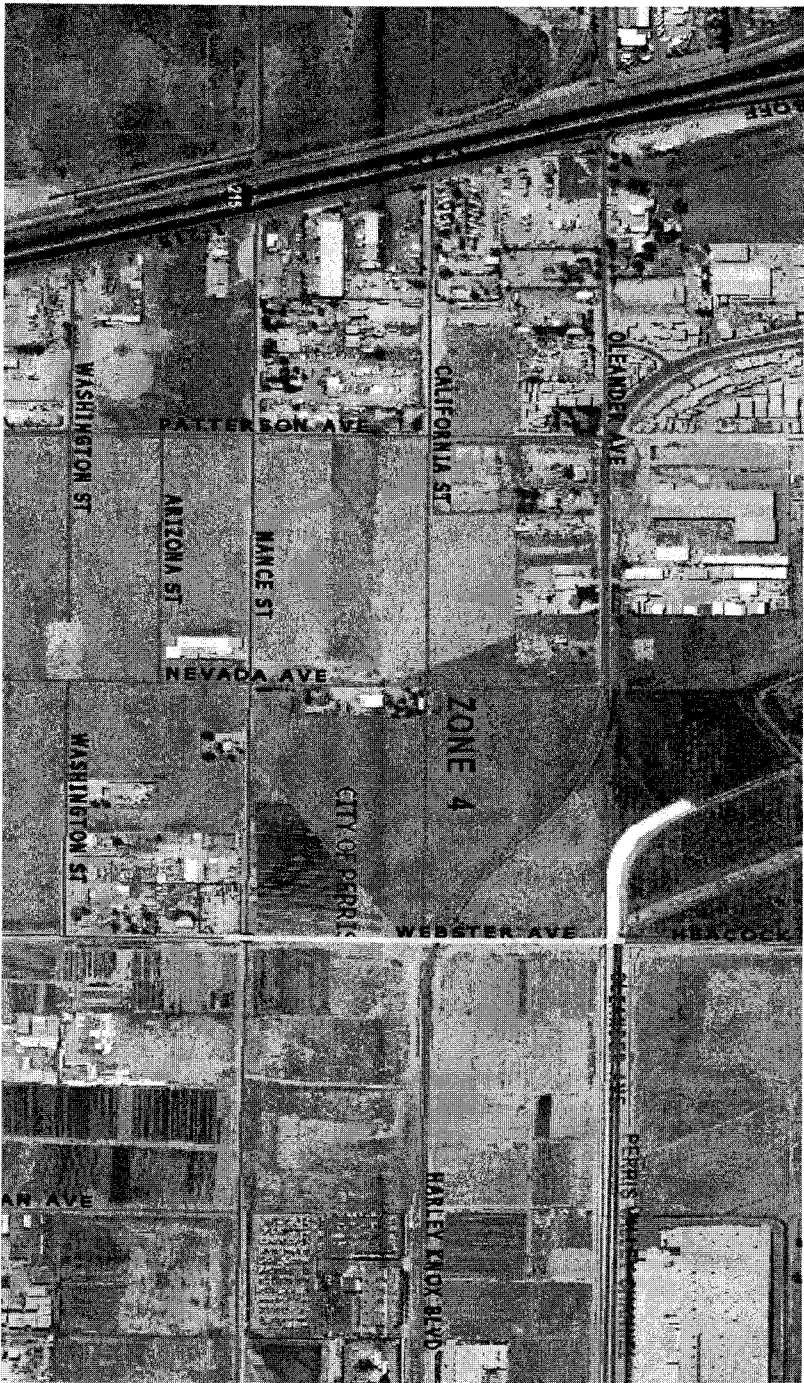
Steve C. Horn

5/30/2017





Gregory H. Priamos, Director County Counsel

5/17/2017



Supervisor Districts

LEGEND:

-  Project Vicinity
-  Supervisorial District

DESCRIPTION:

Perris Valley MDP Lateral B-5, Stage 1
(Parcel Map No. 36726)



COOPERATIVE AGREEMENT
Perris Valley MDP Lateral B-5, Stage 1
Project No. 4-0-00461
(Parcel Map No. 36726)

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Perris ("CITY"), and IPT Perris DC LP, a Delaware limited partnership ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Parcel Map No. 36726 located in the city of Perris. As a condition of approval for Parcel Map No. 36726, 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 36726 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown in District Drawing No. 4-1109, include construction of approximately 1,350 lineal feet of underground storm drain system ("DISTRICT DRAINAGE FACILITY"), as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof. At its downstream terminus, DISTRICT DRAINAGE FACILITY will drain into DISTRICT'S existing Oleander Channel, as shown on District Drawing No. 4-0791. At its upstream terminus, DISTRICT DRAINAGE FACILITY connects to CITY'S proposed 54-inch interim inlet; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of (i) approximately 65 lineal feet of 54-inch reinforced concrete pipe, and (ii) certain catch basins, outlets, inlets, concrete broad ditch, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held

1 easements or rights of way ("APPURTENANCES"); and

2 E. Together, DISTRICT DRAINAGE FACILITY/ and APPURTENANCES
3 are hereinafter called "PROJECT"; and

4 F. DISTRICT DRAINAGE FACILITY includes a segment of DISTRICT'S
5 Perris Valley MDP Lateral B-5 ("ADP FACILITY"), which is an identified segment of CITY'S
6 Perris Valley Area Drainage Plan (ADP); and

7 G. The ADP Fee obligation for Parcel Map No. 36726 ("OBLIGATION") is
8 calculated based on the current fee at the time of issuance of building permits; and

9 H. If DISTRICT estimates that upon constructing DISTRICT DRAINAGE
10 FACILITY, DEVELOPER would earn ADP Fee credit ("CREDIT"), the estimated difference
11 between OBLIGATION and CREDIT will result in an excess ADP Fee credit ("EXCESS
12 CREDIT"); and

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

17 J. Pursuant to RULES and this Agreement, EXCESS CREDIT may be used
18 to satisfy the requirement to pay ADP Fees for certain properties located within the boundaries of
19 the Perris Valley ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

20 K. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may
21 desire to transfer some or all of DEVELOPER'S EXCESS CREDIT to ELIGIBLE PROPERTIES.
22 In such event, DEVELOPER and owner(s) will enter into (a) separate agreement(s) concerning
23 the transfer of DEVELOPER'S EXCESS CREDIT from DEVELOPER to said owner(s) as set
24 forth herein; and

1 L. All parties recognize and acknowledge that DISTRICT DRAINAGE
2 FACILITY will not be accepted for ownership, operation, and maintenance responsibilities by
3 DISTRICT until the proposed future extension of the lateral storm drain ("PROPOSED
4 LATERAL") to be constructed by others is completed and accepted by DISTRICT; and

5 M. CITY is willing to assume ownership, operation, and maintenance
6 responsibilities of DISTRICT DRAINAGE FACILITY on an interim basis, as set forth herein,
7 with the recognition and understanding that the actual acceptance of DISTRICT DRAINAGE
8 FACILITY for ownership, operation, and maintenance responsibilities by DISTRICT is entirely
9 dependent upon (i) the construction of PROPOSED LATERAL being complete, (ii) DISTRICT
10 acceptance of ownership and responsibility for the operation and maintenance of PROPOSED
11 LATERAL, (iii) DISTRICT DRAINAGE FACILITY being constructed in accordance with plans
12 and specifications approved by DISTRICT and as set forth herein, (iv) DISTRICT'S sole
13 determination that DISTRICT DRAINAGE FACILITY is in a satisfactorily maintained
14 condition, and (v) DISTRICT DRAINAGE FACILITY is fully functioning as a flood control
15 drainage system as solely determined by DISTRICT; and

16 N. CITY and DEVELOPER desire DISTRICT to ultimately accept ownership
17 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.
18 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
19 DISTRICT DRAINAGE FACILITY and subsequently inspect the construction of DISTRICT
20 DRAINAGE FACILITY; and

21 O. DISTRICT and DEVELOPER desire CITY to accept ownership and
22 responsibility for the operation and maintenance of APPURTENANCES. Additionally, it is
23 mutually understood and agreed that CITY shall assume ownership and sole responsibility for the
24 operation and maintenance of DISTRICT DRAINAGE FACILITY until such time as DISTRICT
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1 accepts ownership and responsibility for the operation and maintenance of DISTRICT
2 DRAINAGE FACILITY as set forth herein. Therefore, CITY must review and approve
3 DEVELOPER'S plans and specifications for PROJECT and subsequently inspect PROJECT
4 construction; and

5
6 P. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
7 specifications for DISTRICT DRAINAGE FACILITY, (ii) inspect the construction of DISTRICT
8 DRAINAGE FACILITY, and (iii) ultimately assume ownership and responsibility for the
9 operation and maintenance of DISTRICT DRAINAGE FACILITY, provided that DEVELOPER
10 (i) complies with this Agreement, (ii) pays DISTRICT the amounts specified herein to cover
11 DISTRICT'S plan check review and construction inspection costs for DISTRICT DRAINAGE
12 FACILITY, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans
13 and specifications, and (iv) accepts ownership and responsibility for the operation and
14 maintenance of PROJECT following completion of PROJECT construction until such time as
15 CITY accepts ownership and responsibility for the operation and maintenance of both DISTRICT
16 DRAINAGE FACILITY and APPURTENANCES; and

17
18 Q. CITY is willing to (i) review and approve PROJECT plans and
19 specifications, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful
20 performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE
21 FACILITY, (iv) grant DISTRICT the right to inspect, operate and maintain portions of
22 DISTRICT DRAINAGE FACILITY located within CITY rights of way, (v) assume ownership
23 and responsibility for the operation and maintenance of APPURTENANCES upon completion of
24 PROJECT construction, and (vi) assume ownership and responsibility for the operation and
25 maintenance of DISTRICT DRAINAGE FACILITY following completion of PROJECT
26 construction until such time as DISTRICT accepts ownership and responsibility for the operation
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1 and maintenance of DISTRICT DRAINAGE FACILITY, provided PROJECT is constructed in
2 accordance with plans and specifications approved by DISTRICT and CITY.

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

4 SECTION I

5 DEVELOPER shall:

6
7 1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS"),
8 including separate plans and specifications for DISTRICT DRAINAGE FACILITY, in
9 accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY
10 for their respective review and approval.

11 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
12 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
13 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS,
14 review and approval of right of way and conveyance documents, and with the processing and
15 administration of this Agreement.
16

17 3. Deposit with DISTRICT (Attention: Business Office - Accounts
18 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
19 construction as set forth in Section I.8. herein, the estimated cost of providing construction
20 inspection for DISTRICT DRAINAGE FACILITY in an amount as determined and approved by
21 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including
22 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITY.
23

24 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
25 permits, approvals, rights of way, rights of entry, and temporary construction easements as may
26 be needed for the construction, inspection, operation, and maintenance of PROJECT.
27 DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of
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1 the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPER
2 having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of
3 entry, and temporary construction easements as determined and approved by DISTRICT and
4 CITY.

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6 5. Prior to commencing PROJECT construction, furnish DISTRICT and CITY
7 with copies of all permits, approvals or agreements required by any federal, state or local resource
8 and/or regulatory agency for the construction, operation, and maintenance of PROJECT. Such
9 documents include but are not limited to those issued by the U.S. Army Corps of Engineers,
10 California Regional Water Quality Control Board, California State Department of Fish and
11 Wildlife, State Water Resources Control Board, and Western Riverside County Regional
12 Conservation Authority ("REGULATORY PERMITS").

13
14 6. Grant DISTRICT and CITY, by execution of this Agreement, the right to
15 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
16 access to and performing inspection service for the construction of PROJECT as set forth herein.

17 7. Provide CITY, at the time of providing written notice to DISTRICT of the
18 start of construction as set forth in Section I.8., with faithful performance and payment bonds,
19 each in the amount of one hundred percent (100%) of the estimated cost for construction of
20 DISTRICT DRAINAGE FACILITY as determined by DISTRICT. The surety, amount, and form
21 of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in
22 full force and effect until DISTRICT DRAINAGE FACILITY is accepted by DISTRICT and
23 CITY as complete; at which time, the bond amount may be reduced to five percent (5%) for a
24 period of one year to guarantee against any defective work, labor, or materials.

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26 8. Notify DISTRICT in writing (Attention: Administrative Services Section) at
27 least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin
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1 on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
2 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
3 of PROJECT.

4 9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
5 Section), at the time of providing written notice to DISTRICT of the start of construction as set
6 forth in Section I.8., with duly executed Irrevocable Offer(s) of Dedication to the public for flood
7 control and drainage purposes, including ingress and egress, for the rights of way deemed
8 necessary by DISTRICT for the construction, inspection, operation, and maintenance of
9 DISTRICT DRAINAGE FACILITY. The Irrevocable Offer(s) of Dedication shall be in a form
10 approved by DISTRICT and shall be executed by all legal and equitable owners of the property
11 described in the offer(s).
12

13 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
14 as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days
15 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.
16

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

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

3 13. Furnish DISTRICT and CITY each with a set of final mylar plans for
4 DISTRICT DRAINAGE FACILITY, and assign their ownership to DISTRICT and CITY,
5 respectively, prior to the start on any portion of PROJECT construction.
6

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

10 15. Comply with all Cal/OSHA safety regulations including regulations
11 concerning confined space and maintain a safe working environment for DEVELOPER,
12 DISTRICT, and CITY employees on the site.
13

14 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
15 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
16 DISTRICT DRAINAGE FACILITY. The procedure shall comply with requirements contained
17 in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations,
18 Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-
19 18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice
20 to Proceed.
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22 17. DEVELOPER shall not commence operations until DISTRICT has been
23 furnished with original certificate(s) of insurance and original certified copies of endorsements
24 and, if requested, certified original policies of insurance including all endorsements and any and
25 all other attachments as required in this Section.
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1 Without limiting or diminishing DEVELOPER'S obligation to indemnify or hold DISTRICT
2 harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and
3 expense, the following insurance coverage's during the term of this Agreement:

4 A. Workers' Compensation:

5 If DEVELOPER has employees as defined by the State of California,
6 DEVELOPER shall maintain statutory Workers' Compensation
7 Insurance (Coverage A) as prescribed by the laws of the State of
8 California. Policy shall include Employers' Liability (Coverage B)
9 including Occupational Disease with limits not less than \$1,000,000 per
10 person per accident. Policy shall be endorsed to waive subrogation in
11 favor of DISTRICT, the County of Riverside, and CITY.
12

13 B. Commercial General Liability:

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

3 C. Vehicle Liability:

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

15 D. Professional Liability:

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

7 E. General Insurance Provisions - All Lines:

- 8 i. Any insurance carrier providing insurance coverage hereunder
9 shall be admitted to the State of California and have an A.M. BEST
10 rating of not less than an A:VIII (A:8) unless such requirements
11 are waived, in writing, by the County Risk Manager. If the County
12 Risk Manager waives a requirement for a particular insurer such
13 waiver is only valid for that specific insurer and only for one policy
14 term.
15
- 16 ii. DEVELOPER must declare its insurance self-insured retention for
17 each coverage required herein. If any such self-insured retention
18 exceeds \$500,000 per occurrence each such retention shall have
19 the prior written consent of the County Risk Manager before the
20 commencement of operations under this Agreement. Upon
21 notification of self-insured retention deemed unacceptable to
22 DISTRICT, and at the election of the County Risk Manager,
23 DEVELOPER'S carriers shall either 1) reduce or eliminate such
24 self-insured retention with respect to this Agreement with
25 DISTRICT, or 2) procure a bond which guarantees payment of
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1 losses and related investigations, claims administration, and
2 defense costs and expenses.

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

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

11
12 v. If, during the term of this Agreement or any extension thereof,
13 there is a material change in the scope of services or there is a
14 material change in the equipment to be used in the performance of
15 the scope of work which will add additional exposures (such as the
16 use of aircraft, watercraft, cranes, etc.), or the term of this
17 Agreement, including any extensions thereof, exceeds five (5)
18 years, DISTRICT reserves the right to adjust the types of insurance
19 required under this Agreement and the monetary limits of liability
20 for the insurance coverages currently required herein if, in the
21 County Risk Manager's reasonable judgment, the amount or type
22 of insurance carried by DEVELOPER has become inadequate.

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24 vi. DEVELOPER shall pass down the insurance obligations
25 contained herein to all tiers of subcontractors working under this
26 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 DRAINAGE FACILITY due, either in whole or in part, to said breach of this Agreement.

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

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Contract Administration Section) and CITY with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITY and CITY conduct a final inspection of PROJECT.

20. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITY construction as being complete, (ii) CITY accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY, and (iii) CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES.

1 21. Upon completion of PROJECT construction but prior to CITY'S acceptance
2 of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE
3 FACILITY, provide or cause its civil engineer of record or construction civil engineer of record,
4 duly registered in the State of California, to provide DISTRICT with redlined "record drawings"
5 of DISTRICT DRAINAGE FACILITY plans. After DISTRICT approval of the redlined "record
6 drawings", DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the
7 redlined changes onto DISTRICT'S original mylars at DISTRICT'S office; after which, the
8 engineer shall review, stamp, and sign DISTRICT DRAINAGE FACILITY plans "record
9 drawings".
10

11 22. Upon completion of PROJECT construction and upon acceptance by CITY
12 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
13 of PROJECT but prior to CITY acceptance of DISTRICT DRAINAGE FACILITY for
14 ownership, operation, and maintenance, convey or cause to be conveyed to CITY the flood control
15 easement(s) or grant deed(s) of fee title, where appropriate, for the rights of way as shown in
16 concept in red on Exhibit "C". The easement(s) or grant deed(s) shall be in a form approved by
17 both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property
18 described in the easement(s) or grant deed(s).
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21 23. At the time of recordation of the conveyance document(s) as set forth in
22 Section I.22., furnish CITY with policies of title insurance, each in the amount of not less than (i)
23 fifty percent (50%) of the estimated fee value, as determined by DISTRICT and CITY, for each
24 easement parcel to be conveyed to CITY, or (ii) one hundred percent (100%) of the estimated
25 value, as determined by DISTRICT and CITY, for each fee parcel to be conveyed to CITY,
26 guaranteeing CITY'S interest in said property as being free and clear of all liens, encumbrances,
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24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses, and fees shall be computed as costs and included in any judgment rendered.

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

CITY shall:

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

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

4. Consent, by execution of this 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 FACILITY, and convey

1 sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate, and
2 maintain DISTRICT DRAINAGE FACILITY.

3 6. Accept ownership and sole responsibility for the operation and maintenance
4 of APPURTENANCES and DISTRICT DRAINAGE FACILITY upon (i) CITY inspection of
5 PROJECT in accordance with Section I.19., (ii) CITY acceptance of PROJECT construction as
6 being complete, (iii) DISTRICT acceptance of DISTRICT DRAINAGE FACILITY construction
7 as being complete, and (iv) CITY receipt of stamped and signed record drawings of DISTRICT
8 DRAINAGE FACILITY plans as set forth in Section III.8.

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

21 8. Accept all liability whatsoever associated with the ownership, operation, and
22 maintenance of DISTRICT DRAINAGE FACILITY until such time as DISTRICT DRAINAGE
23 FACILITY is formally accepted by DISTRICT for ownership, operation, and maintenance.

24 9. Following CITY'S acceptance of DISTRICT DRAINAGE FACILITY for
25 ownership, operation, and maintenance, not permit any change to or modification of DISTRICT
26 DRAINAGE FACILITY without the prior written permission and consent of DISTRICT.

27 10. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY
28

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

7 SECTION III

8 DISTRICT shall:

- 9 1. Review and approve, as appropriate, IMPROVEMENT PLANS prior to the
10 start of PROJECT construction.
- 11 2. Provide CITY an opportunity to review and approve plans and specifications
12 for DISTRICT DRAINAGE FACILITY prior to DISTRICT'S final approval.
- 13 3. Upon execution of this Agreement, record or cause to be recorded a copy of
14 this Agreement in the Official Records of the Riverside County Recorder.
- 15 4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication
16 provided by DEVELOPER pursuant to Section I.9. herein.
- 17 5. Inspect construction of DISTRICT DRAINAGE FACILITY.
- 18 6. Keep an accurate accounting of all DISTRICT costs associated with the
19 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
20 conveyance documents, and the processing and administration of this Agreement.
21
- 22 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
23 and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
24 FACILITY as being complete, submit a final cost statement to DEVELOPER. If the deposit, as
25 set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess
26 amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
27
28

1 FACILITY as being complete. If at any time the costs exceed the deposit or are anticipated by
2 DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed
3 reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
4 FACILITY, within thirty (30) days after receipt of billing from DISTRICT.

5
6 8. Provide CITY with a reproducible duplicate copy of "record drawings" of
7 DISTRICT DRAINAGE FACILITY plans upon (i) DISTRICT acceptance of PROJECT
8 construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record
9 drawings" of DISTRICT DRAINAGE FACILITY plans as set forth in Section I.21.

10 9. Accept ownership and sole responsibility for the operation and maintenance
11 of DISTRICT DRAINAGE FACILITY from CITY upon (i) DISTRICT acceptance of DISTRICT
12 DRAINAGE FACILITY construction as being complete, (ii) DISTRICT acceptance of
13 PROPOSED LATERAL construction as being complete, (iii) DISTRICT acceptance of
14 PROPOSED LATERAL for ownership, operation, and maintenance, (iv) DISTRICT
15 DRAINAGE FACILITY is fully functioning as a flood control drainage system as solely
16 determined by DISTRICT, and (v) DISTRICT'S sole determination that DISTRICT DRAINAGE
17 FACILITY is in a satisfactorily maintained condition.
18

19 SECTION IV

20 It is further mutually agreed:

21
22 1. Prior to CITY'S acceptance of ownership and responsibility for the operation
23 and maintenance of DISTRICT DRAINAGE FACILITY from DEVELOPER, DISTRICT
24 DRAINAGE FACILITY shall be in a satisfactorily maintained condition as solely determined by
25 DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITY is not
26 in acceptable condition, corrections shall be at DEVELOPER'S sole expense. Following CITY'S
27 acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation, and maintenance
28

1 and prior to DISTRICT'S acceptance of ownership and responsibility for the operation and
2 maintenance of DISTRICT DRAINAGE FACILITY, DISTRICT DRAINAGE FACILITY shall
3 be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole
4 discretion of DISTRICT, DISTRICT DRAINAGE FACILITY is not in acceptable condition,
5 corrections shall be made at CITY'S sole expense.
6

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

11 3. CITY and DEVELOPER personnel may observe and inspect all work being
12 done on DISTRICT DRAINAGE FACILITY, but shall provide any comments to DISTRICT
13 personnel who shall be solely responsible for all quality control communications with
14 DEVELOPER'S contractor(s) during the construction of PROJECT.
15

16 4. DEVELOPER shall complete construction of PROJECT within twelve (12)
17 consecutive months after execution of this Agreement and within one hundred twenty (120)
18 consecutive calendar days after commencing work on PROJECT. It is expressly understood that
19 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within
20 the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and
21 require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case,
22 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.
23

24 5. If DEVELOPER fails to commence construction of PROJECT within nine
25 (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold
26 issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at
27 the time DEVELOPER provides written notification to DISTRICT of the start of construction as
28

1 set forth in Section I.8. In the event of a change in the existing site conditions that materially
2 affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
3 DRAINAGE FACILITY, DISTRICT may require DEVELOPER to modify IMPROVEMENT
4 PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site
5 conditions that materially affects PROJECT function or CITY'S ability to operate and maintain
6 APPURTENANCES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as
7 deemed necessary by CITY.
8

9 6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
10 twenty (20) days of receipt of DEVELOPER'S complete written notice, as set forth in Section
11 I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of
12 a Notice to Proceed is subject to staff availability.
13

14 In the event DEVELOPER wishes to expedite issuance of a Notice to
15 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
16 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
17 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
18 approval. DISTRICT shall review the individual's qualifications and experience and, upon
19 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
20 to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITY construction and quality
21 control matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to
22 Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up
23 to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days
24 of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
25 thousand dollars (\$10,000) shall be retained on account.
26
27
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1 7. PROJECT construction work shall be on a five (5) day, forty (40) hour work
2 week with no work on Saturdays, Sundays, or DISTRICT designated legal holidays, unless
3 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
4 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
5 request for permission from DISTRICT to work the additional hours. The request shall be
6 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work
7 hours and shall state the reasons for the overtime and the specific time frames required. The
8 decision of granting permission for overtime work shall be made by DISTRICT at its sole
9 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
10 charged the cost incurred at the overtime rates for additional inspection time required in
11 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
12 any amendments thereto, of the County of Riverside.
13
14

15 8. DEVELOPER for itself, its successors, and assigns hereby releases
16 DISTRICT, the County of Riverside, and CITY (including their agencies, districts, special
17 districts and departments, their respective directors, officer, Board of Supervisors, elected and
18 appointed officials, employees, agents, and representatives) from any and all claims, demands,
19 actions, or suits of any kind arising out of any liability, known or unknown, present or future,
20 including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section
21 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any
22 other law or ordinance which seeks to impose any other liability or damage whatsoever for
23 damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein
24 shall constitute a release by DEVELOPER of DISTRICT, its officers, agents, and employees from
25 any and all claims, demands, actions, or suits of any kind arising out of any liability, known or
26 unknown, present or future, for the negligent maintenance of DISTRICT DRAINAGE FACILITY
27
28

1 after the acceptance of ownership, operation, and maintenance of DISTRICT DRAINAGE
2 FACILITY by DISTRICT.

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

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

21 With respect to any of DEVELOPER'S indemnification requirements,
22 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
23 have the right to adjust, settle, or compromise any such claim, proceeding, or action without the
24 prior consent of DISTRICT, County of Riverside, and CITY provided, however, that any such
25
26
27
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1 adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes
2 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside, or CITY.

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

7
8 The specified insurance limits required in this Agreement shall in no way
9 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT,
10 County of Riverside, and CITY from third party claims.

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

15
16 10. Any waiver by DISTRICT or by CITY of any breach of any one or more of
17 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
18 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
19 require exact, full, and complete compliance with any terms of this Agreement shall not be
20 construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from
21 enforcement hereof.

22
23 11. Any and all notices sent or required to be sent to the parties of this Agreement
24 will be mailed by first class mail, postage prepaid, to the following addresses:

25 RIVERSIDE COUNTY FLOOD CONTROL
26 AND WATER CONSERVATION DISTRICT
27 1995 Market Street
28 Riverside, CA 92501
Attn: Administration Services Section

CITY OF PERRIS
101 North D Street
Perris, CA 92570
Attn: Habib Motlagh, City Engineer

1 IPT PERRIS DC LP
2 4675 MacArthur Court, Suite 625
3 Newport Beach, CA 92660
4 Attn: Peter Vanderburg

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

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

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

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

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

25 17. The individual(s) executing this Agreement on behalf of DEVELOPER
26 hereby certify that they have the authority within their company to enter into and execute this
27
28

1 Agreement, and have been authorized to do so by any and all boards of directors, legal counsel,
2 and/or any other board, committee, or other entity within their company which have the authority
3 to authorize or deny entering this Agreement.

4
5 18. This Agreement is intended by the parties hereto as a final expression of their
6 understanding with respect to the subject matters hereof and as a complete and exclusive statement
7 of the terms and conditions thereof and supersedes any and all prior and contemporaneous
8 agreements and understandings, oral or written, in connection therewith. This Agreement may be
9 changed or modified only upon the written consent of the parties hereto.

10 //

11 //

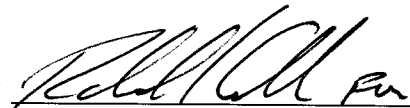
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

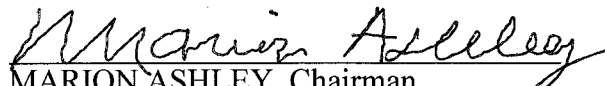
JUN 06 2017

(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

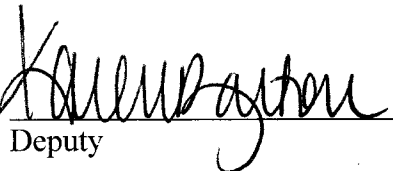
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

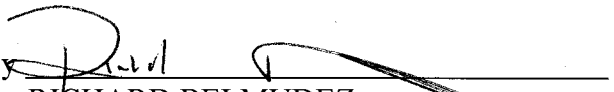
By 
LELA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)


Cooperative Agreement with City of Perris and IPT Perris DC LP
Perris Valley MDP Lateral B-5, Stage 1
Project No. 4-0-00461
03/27/17
AMR:blm


CITY OF PERRIS

By 
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
ERIC DUNN
City Attorney

By 
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement with City of Perris and IPT Perris DC LP
Perris Valley MDP Lateral B-5, Stage 1
Project No. 4-0-00461
03/27/17
AMR:blm

1 **IPT PERRIS DC LP,**
2 a Delaware limited partnership

3 By: IPT Perris DC GP LLC
4 a Delaware limited liability company
5 its General Partner

6 By: BTC Holdco I, LLC
7 a Delaware limited liability company
8 its Sole Member

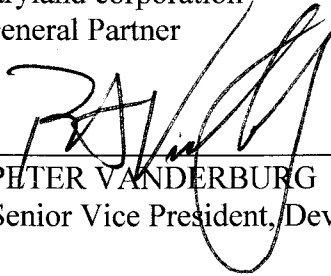
9 By: Build-To-Core Industrial Partnership I LP
10 a Delaware limited liability company
11 its Manager

12 By: IPT BTC I GP LLC
13 a Delaware limited liability company
14 its General Partner

15 By: IPT Real Estate Holdco LLC
16 a Delaware limited liability company
17 its Sole Member

18 By: Industrial Property Operating Partnership LP
19 a Delaware limited partnership
20 its Sole Member

21 By: Industrial Property Trust Inc.
22 a Maryland corporation
23 its General Partner

24 By 
25 PETER VANDERBURG
26 Senior Vice President, Development

27 Cooperative Agreement with City of Perris and IPT Perris DC LP
28 Perris Valley MDP Lateral B-5, Stage 1
Project No. 4-0-00461
03/27/17
AMR:blm

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On April 28, 2017 before me, Julie L. Dennis, Notary Public,

Date

Here Insert Name and Title of the Officer

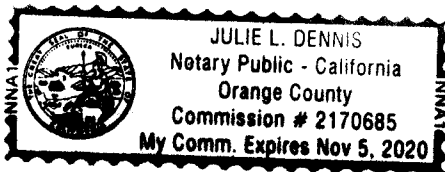
personally appeared Peter Vanderburg

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Exhibit A

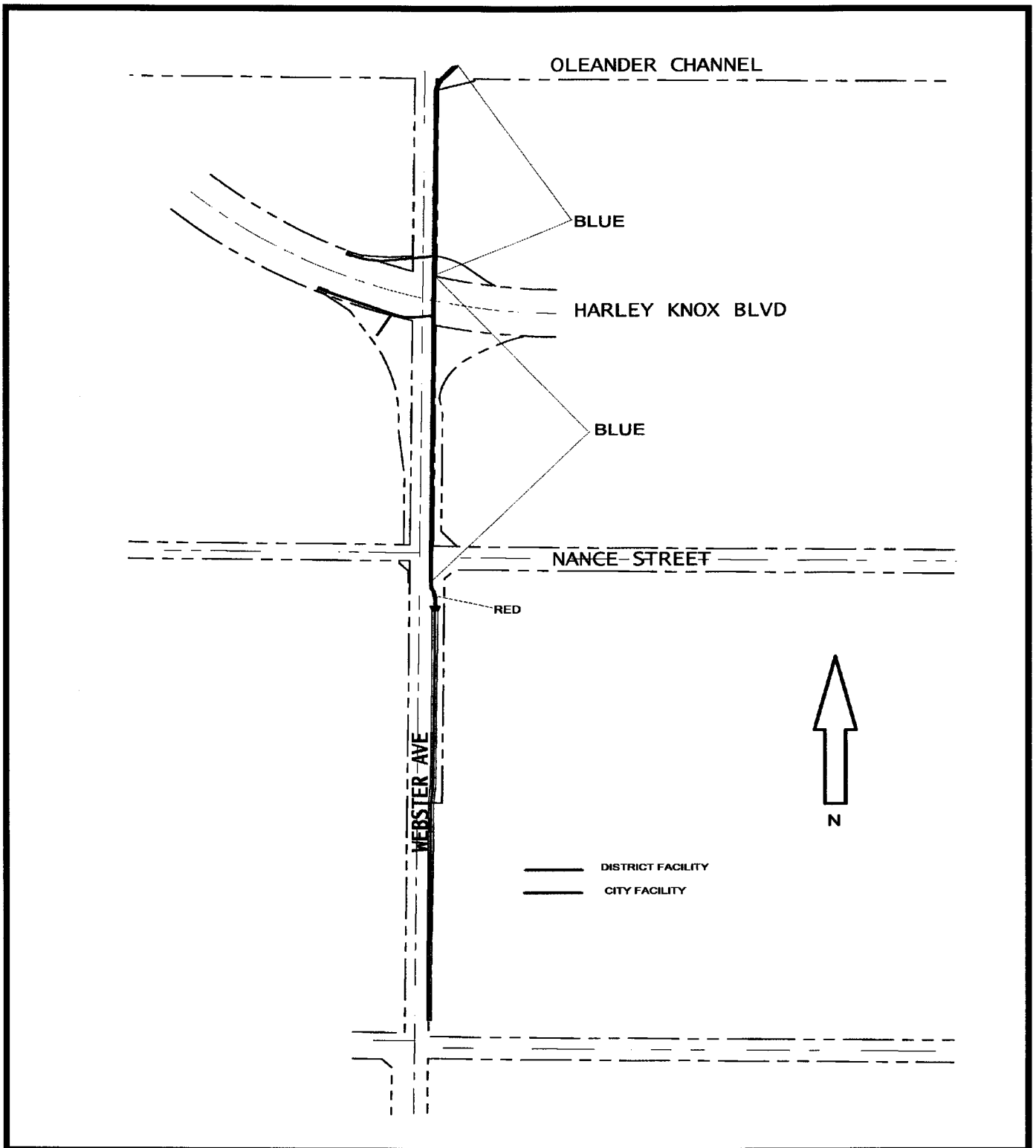
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 36726, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, JUNE 30, 2016 IN BOOK 240, PAGES 79-81, OFFICIAL RECORDS.

APN: 302-030-002-2, 302-030-003-3, 302-030-006-6, 302-060-007-7, 302-030-008-8, 302-030-011-0

Exhibit B



COOPERATIVE AGREEMENT

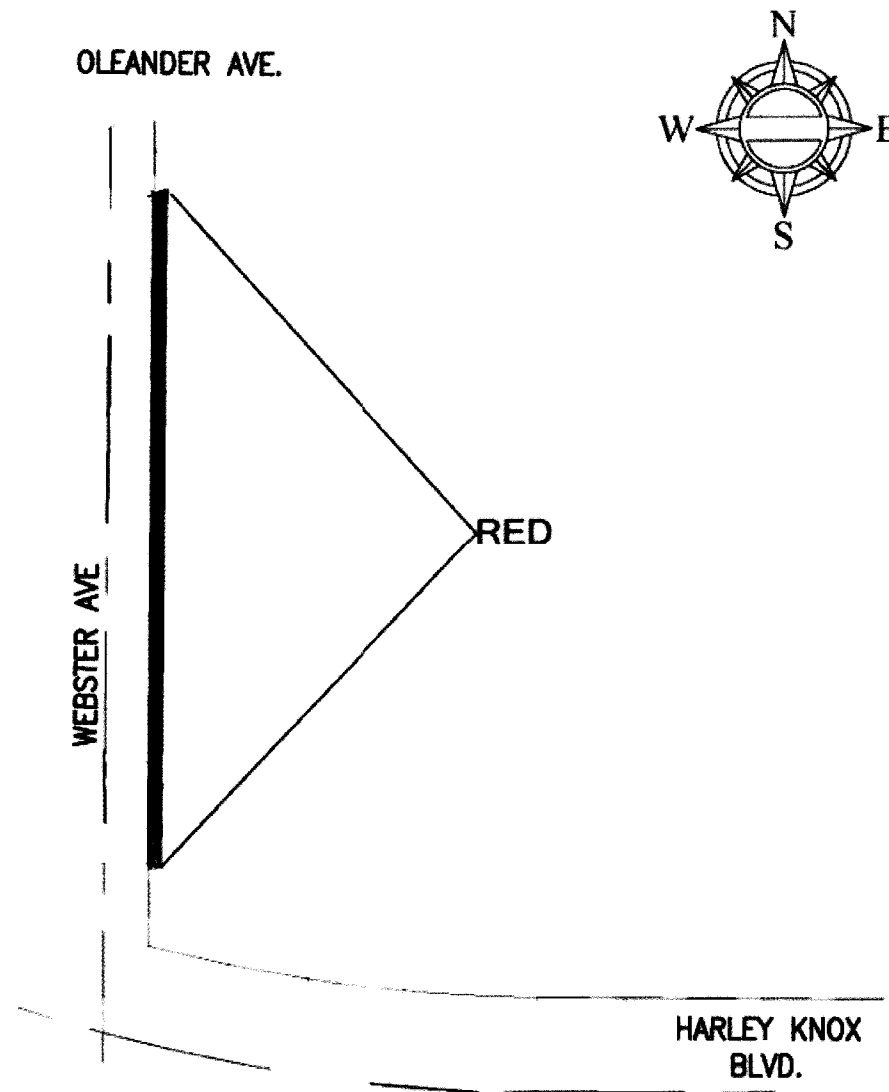
Perris Valley MDP Lateral B-5, Stage 1

Project No. 4-0-00461

(Parcel Map No. 36726)

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Perris Valley MDP Lateral B-5, Stage 1

Project No. 4-0-00461

(Parcel Map No. 36726)

Page 1 of 1