

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



ITEM  
11.1  
(ID # 3635)

**MEETING DATE:**

Tuesday, June 13, 2017

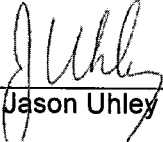
**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for West End Moreno MDP Line V-3, Stage 1(Tract No. 35414), Project No. 4-0-00786, 5th District [\$0]

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

1. Approve the Cooperative Agreement between the District, the City of Moreno Valley (City) and Riverview Partners LP (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**ACTION:** Policy

  
Jason Uhley

6/5/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione 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: June 13, 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**

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

**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 Tract No. 35414, 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 construction inspection, and subsequent operation and maintenance of the referenced storm drain facilities within the West End Moreno 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, riprap outlet structure and a maintenance access road. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, curb and gutter, and connector pipes and laterals that are 36 inches or less in diameter located within City rights of way. The Developer will retain ownership and assume operation and maintenance responsibility of the project's associated catch basins, inlets, water quality basin, retaining wall, connector pipes and six (6) laterals that are 36 inches or less in diameter 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 Tract No. 35414. 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**

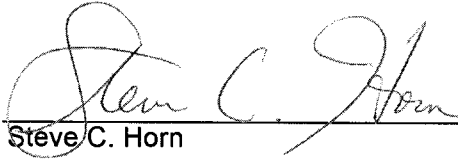
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

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

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

AMR:blm  
P8/210864



Steve C. Horn

6/5/2017



Gregory V. Priamos, Director County Counsel

5/30/2017

1 COOPERATIVE AGREEMENT  
2 West End Moreno MDP Line V-3, Stage 1  
3 Project No. 4-0-00786  
4 Tract No. 35414

5 The Riverside County Flood Control and Water Conservation District  
6 ("DISTRICT"), City of Moreno Valley ("CITY"), and Riverview Partners LP, a California  
7 limited partnership ("DEVELOPER"), hereby agree as follows:

8 RECITALS

9 A. DEVELOPER is the legal owner of record of certain real property, including  
10 Tract No. 35414, located within the County of Riverside. DEVELOPER has submitted for  
11 approval Tract No. 35414 located in the city of Moreno Valley. As a condition of approval for  
12 Tract No. 35414, DEVELOPER must construct certain stormwater management facilities  
13 identified in DISTRICT'S Moreno Master Drainage Plan (MDP) in order to provide flood  
14 protection and drainage for DEVELOPER'S planned development; and

15 B. The legal description of Tract No. 35414 is provided in Exhibit "A" attached  
16 hereto and made a part hereof; and

17 C. The required flood control facilities and drainage improvements, all as  
18 shown on District Drawing No. 4-1104, include construction of approximately 856 lineal feet of  
19 underground storm drain system, riprap outlet structure and a maintenance access road  
20 ("DISTRICT DRAINAGE FACILITIES"), as shown in concept in blue on Exhibit "B", attached  
21 hereto and made a part hereof. At its upstream terminus, DISTRICT DRAINAGE FACILITIES  
22 will connect to CITY'S existing facility; and

23 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES  
24 is the construction of certain catch basins, connector pipe, curb and gutter and a lateral storm  
25 drain that is thirty-six inches (36") or less in diameter that are located within CITY held  
26 easements or rights of way ("APPURTENANCES"); and

27 E. Also associated with the construction of DISTRICT DRAINAGE  
28 FACILITIES is the construction of certain catch basins, inlets, water quality basin, connector

1 pipes, retaining wall, gutter and six (6) laterals that are 36" or less in diameter located within  
2 DEVELOPER held rights of way or easements ("DEVELOPER FACILITIES"); and

3 F. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and  
4 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

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

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

14 I. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
15 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE  
16 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of  
17 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this  
18 Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans  
19 and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the  
20 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth  
21 herein, (d) accepts ownership and responsibility for the operation and maintenance of PROJECT  
22 following completion of PROJECT construction until such time as DISTRICT accepts ownership  
23 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,  
24 (e) accepts responsibility for keeping retaining wall and gutter free and clear of sediment and  
25 debris, and (f) accepts ownership and sole responsibility for the operation and maintenance of  
26 the structural integrity of retaining wall upon completion of construction; and  
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1 J. CITY is willing to (i) review and approve DEVELOPER'S plans and  
2 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold  
3 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
4 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain  
5 DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (v) accept ownership and  
6 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is  
7 constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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

9 SECTION I

10 DEVELOPER shall:

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

14 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
15 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by  
16 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS,  
17 review and approval of rights of way and conveyance documents, and with the processing and  
18 administration of this Cooperative Agreement. Additionally, DEVELOPER shall deposit with  
19 CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY'S  
20 costs associated with the review of IMPROVEMENT PLANS, the review and approval of all  
21 right of way and conveyance documents, and with the processing and administration of this  
22 Agreement.

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

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

15           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
16 permits and rights of entry as may be needed for the construction, inspection, operation and  
17 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPER shall furnish DISTRICT,  
18 at the time of providing written notice to DISTRICT of the start of construction as set forth in  
19 Section I.8., or not less than twenty (20) days prior to recordation of the final map for Tract No.  
20 35414 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER  
21 having secured such necessary licenses, agreements, permits and rights of entry, as determined  
22 and approved by DISTRICT.

23           6. Prior to commencing construction, furnish DISTRICT and CITY with  
24 copies of all permits, approvals or agreements required by any federal, state or local resource  
25 and/or regulatory agency for the construction, operation and maintenance of DISTRICT  
26 DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the  
27 U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California  
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1 State Department of Fish and Wildlife, State Water Resources Control Board, and Western  
2 Riverside County Regional Conservation Authority.

3           7. Provide CITY, at the time of providing written notice to DISTRICT of the  
4 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to  
5 recordation of the final map for Tract No. 35414 or any phase thereof, whichever occurs first,  
6 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)  
7 of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by  
8 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT  
9 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE  
10 FACILITIES are accepted by DISTRICT as complete; at which time the bond amount may be  
11 reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work,  
12 labor or materials.

13           8. Notify DISTRICT in writing (Attention: Administrative Services Section)  
14 and CITY, at least twenty (20) days prior to the start of construction of PROJECT. Construction  
15 shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has  
16 issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence  
17 construction of PROJECT.

18           9. Obtain and provide DISTRICT, at the time of providing written notice to  
19 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than  
20 twenty (20) days prior to the recordation of the final map for Tract No. 35414 or any phase  
21 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the  
22 public for flood control and drainage purposes, including ingress and egress, for the rights of way  
23 deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of  
24 DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form  
25 approved by DISTRICT and shall be executed by all legal and equitable owners of the property  
26 described in the offer(s).



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

4           11.   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 complete list of all contractors and  
6 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the  
7 corresponding license number and license classification of each. At such time, DEVELOPER  
8 shall further identify in writing its designated superintendent for PROJECT construction.

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

15           13.   Furnish DISTRICT and CITY with final mylar PROJECT plans and assign  
16 their ownership to DISTRICT and CITY prior to the start on any portion of PROJECT  
17 construction.

18           14.   Not permit any change to or modification of DISTRICT and CITY approved  
19 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and  
20 CITY.

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

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

3  
4 17. DEVELOPER shall not commence operations until DISTRICT and CITY  
5 have been furnished with original certificate(s) of insurance and original certified copies of  
6 endorsements and if requested, certified original policies of insurance including all endorsements  
7 and any and all other attachments as required in this Section. Without limiting or diminishing  
8 DEVELOPER'S obligation to indemnify or hold DISTRICT and CITY harmless, DEVELOPER  
9 shall procure and maintain or cause to be maintained, at its sole cost and expense, the following  
10 insurance coverage's during the term of this Agreement:

11 A. Workers' Compensation:

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

19 B. Commercial General Liability:

20 Commercial General Liability insurance coverage, including but not  
21 limited to, premises liability, unmodified contractual liability,  
22 products and completed operations liability, personal and advertising  
23 injury, and cross liability coverage, covering claims which may arise  
24 from or out of DEVELOPER'S performance of its obligations  
25 hereunder. Policy shall name DISTRICT, the County of Riverside and  
26 CITY, its agencies, districts, special districts, and departments, their  
27 respective directors, officers, Board of Supervisors, employees,  
28 elected or appointed officials, agents or representatives as additional

1 insureds. Policy's limit of liability shall not be less than \$2,000,000  
2 per occurrence combined single limit. If such insurance contains a  
3 general aggregate limit, it shall apply separately to this Agreement or  
4 be no less than two (2) times the occurrence limit.

5 C. Vehicle Liability:

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

17 D. Professional Liability:

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

E. General Insurance Provisions – All Lines:

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

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

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- iv. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and DISTRICT'S and CITY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  - v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County or CITY Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
  - vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
  - viii. DEVELOPER agrees to notify DISTRICT and CITY 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.

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

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

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

14 21. Upon completion of PROJECT construction, and upon acceptance by CITY  
15 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance  
16 of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for  
17 ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT (i) the  
18 flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the  
19 rights of way as shown in concept cross-hatched in red on Exhibit "C", attached hereto and made  
20 a part hereof.

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

3           23. Accept ownership and sole responsibility for the operation and maintenance  
4 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
5 and maintenance of DISTRICT DRAINAGE FACILITIES, CITY accepts ownership and  
6 responsibility for operation and maintenance of APPURTENANCES, and DEVELOPER accepts  
7 ownership and responsibility for operation and maintenance of DEVELOPER FACILITIES.  
8 Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of  
9 ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE  
10 FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained  
11 condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole  
12 discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable  
13 condition, corrections shall be made at sole expense of DEVELOPER.

14           24. Accept ownership and sole responsibility for (i) keeping retaining wall and  
15 gutter free and clear of sediment and debris, and (ii) accept ownership and sole responsibility for  
16 the operation and maintenance of the structural integrity of retaining wall within DEVELOPER  
17 rights of way or easement.

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

22           26. Upon completion of PROJECT construction, but prior to DISTRICT  
23 acceptance of DISTRICT DRAINAGE FACILITIES 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"  
26 copy 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 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,  
2 stamp and sign the original PROJECT engineering plans "record drawings".

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

8 SECTION II

9 DISTRICT shall:

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

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

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

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

19 5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

23 7. Keep an accurate accounting of all DISTRICT construction inspection costs,  
24 and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE  
25 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,  
26 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the  
27  
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1 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE  
2 FACILITIES as being complete.

3           8. Accept ownership and sole responsibility for the operation and maintenance  
4 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT  
5 DRAINAGE FACILITIES in accordance with Section I.20., (ii) DISTRICT acceptance of  
6 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record  
7 drawings" of PROJECT plans, as set forth in Section I.26., (iv) recordation of all conveyance  
8 documents described in Section I.21., (v) CITY acceptance of APPURTENANCES for  
9 ownership, operation, and maintenance, and (vi) DISTRICT'S sole determination that DISTRICT  
10 DRAINAGE FACILITIES are in a satisfactorily maintained condition.

11           9. Provide CITY with a reproducible duplicate copy of "record drawings"  
12 PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being  
13 complete.

14    SECTION III

15           CITY shall:

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

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

21           3. Inspect PROJECT construction.

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

25           5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication  
26 as set forth herein, and any other outstanding offers of dedication necessary for the construction,  
27 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey  
28

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

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

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

8 8. Not grant any occupancy permits for any units within any portion of Tract  
 9 No. 35414, or any phase thereof, until construction of PROJECT is complete, unless otherwise  
 10 approved in writing by DISTRICT.

11 9. Upon DISTRICT acceptance of PROJECT construction as being complete,  
 12 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located  
 13 within CITY rights of way which must be performed at such time(s) that the finished grade along  
 14 and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved,  
 15 repaired, replaced or changed. It being further understood and agreed that any such adjustments  
 16 shall be performed at no cost to DISTRICT.

17 SECTION IV

18 It is further mutually agreed:

19 1. All work involved with PROJECT shall be inspected by DISTRICT and  
 20 CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing  
 21 that construction is completed in accordance with DISTRICT and CITY approved  
 22 IMPROVEMENT PLANS.

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

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

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

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

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

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

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

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

9 With respect to any of DEVELOPER'S indemnification requirements,  
10 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall  
11 have the right to adjust, settle, compromise any such claim, proceeding or action without the prior  
12 consent of DISTRICT, County of Riverside and CITY; provided, however, that any such  
13 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
14 DEVELOPER'S indemnification obligations to DISTRICT or CITY.

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

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

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

26 8. DEVELOPER for itself, its successors and assigns hereby releases  
27 DISTRICT, County of Riverside and CITY, their respective officers, agents, and employees from  
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1 any and all claims, demands, actions, or suits of any kind arising out of any liability, known or  
 2 unknown, present or future, including, but not limited to any claim or liability, based or asserted,  
 3 pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the  
 4 United States Constitution, or any other law or ordinance which seeks to impose any other  
 5 liability or damage, whatsoever, for damage caused by the discharge of drainage within or from  
 6 PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT  
 7 or CITY, their officers, agents and employees from any and all claims, demands, actions or suits  
 8 of any kind arising out of any liability, known or unknown, present or future, for the negligent  
 9 maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, after the  
 10 acceptance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES by DISTRICT  
 11 and CITY, respectively.

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

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

21  
 22 RIVERSIDE COUNTY FLOOD CONTROL  
 23 AND WATER CONSERVATION DISTRICT  
 1995 Market Street  
 Riverside, CA 92501  
 24 Attn: Administrative Services Section

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

25 RIVERVIEW PARTNERS LP  
 26 3444 Camino Del Rio North  
 San Diego, CA 92108  
 27 Attn: Peter Donovan  
 28

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

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

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

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

17           15. DEVELOPER shall not assign or otherwise transfer any of its rights, duties  
18 or obligations hereunder to any person or entity without the written consent of the other parties  
19 hereto being first obtained, such consent not to be unreasonably withheld. Upon the granting of  
20 consent by the other parties, and if stated in the assignment document signed by DISTRICT (and  
21 DISTRICT shall not unreasonably withhold its consent to such statement), DEVELOPER shall  
22 no longer be liable for any of the obligations and duties contained in this Cooperative Agreement.

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

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

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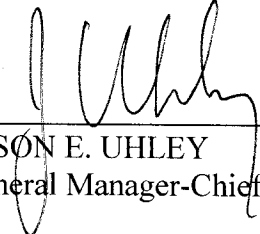
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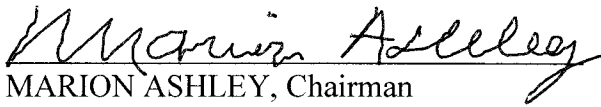
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on JUN 13 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

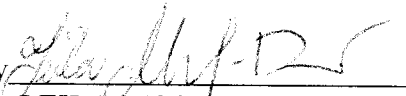
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

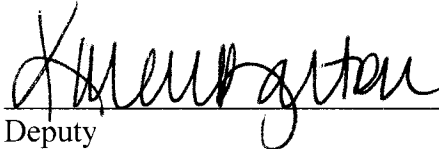
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
LEILA MOSHREF-DANESH  
Deputy County Counsel

By   
Deputy


(SEAL)

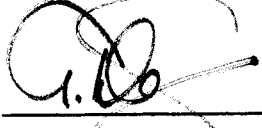
Cooperative Agreement:  
West End Moreno MDP Line V-3, Stage 1  
Project No. 4-0-00786  
Tract No. 35414  
AMR:blm  
02/14/17

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

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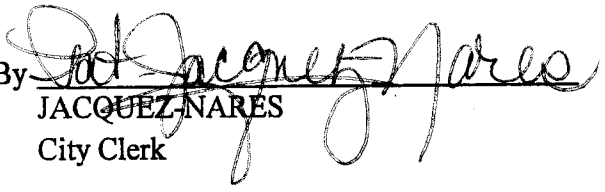
By   
AHMAD R. ANSARI  
Public Works Director/City Engineer

By   
City Manager

APPROVED AS TO FORM:  
MARTIN D. KOCZANOWICZ  
City Attorney

ATTEST:

By   
PAUL EARLY  
Assistant City Attorney

By   
JACQUEZ NARES  
City Clerk

(SEAL)

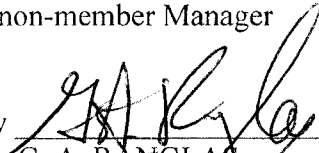
Cooperative Agreement:  
West End Moreno MDP Line V-3, Stage 1  
Project No. 4-0-00786  
Tract No. 35414  
AMR:blm  
02/14/17

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**RIVERVIEW PARTNERS L.P.**  
a California limited partnership

By: Riverview Genpar, LLC,  
a California limited liability company  
its General Partner

By: R&V Management Corporation,  
a California corporation  
its non-member Manager

By   
G. A. RANGLAS  
Chief Executive Officer

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
West End Moreno MDP Line V-3, Stage 1  
Project No. 4-0-00786  
Tract No. 35414  
AMR:blm  
02/14/17

## ACKNOWLEDGMENT

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 San Diego

On March 27, 2017 before me, Sharyn Tosh, Notary Public  
(insert name and title of the officer)

personally appeared G. A. Ranglas,  
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)



# Exhibit A

## LEGAL DESCRIPTION

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

PARCEL 1:

LOT 12 IN BLOCK B AND THAT PORTION OF LOT 13 IN BLOCK B OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RIVERSIDE COUNTY RECORDS, WHICH LIES NORTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED JANUARY 3, 1964 AS INSTRUMENT NO. 781. TOGETHER WITH THAT PORTION OF THE EAST HALF OF VACATED CLARK STREET ADJOINING SAID PROPERTY ON THE WEST AS VACATED BY RESOLUTION ABANDONING COUNTY HIGHWAY RECORDED FEBRUARY 16, 1965 AS INSTRUMENT NO. 17933.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT B (CLARK STREET) OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RIVERSIDE COUNTY RECORDS, WHICH LIES NORTHERLY OF THE NORTHERLY LINE OF LOT 12 IN BLOCK B OF BURNS & KARR TRACT.

PARCEL 3:

LOT 3 IN BLOCK B OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

LOT 4 IN BLOCK B OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

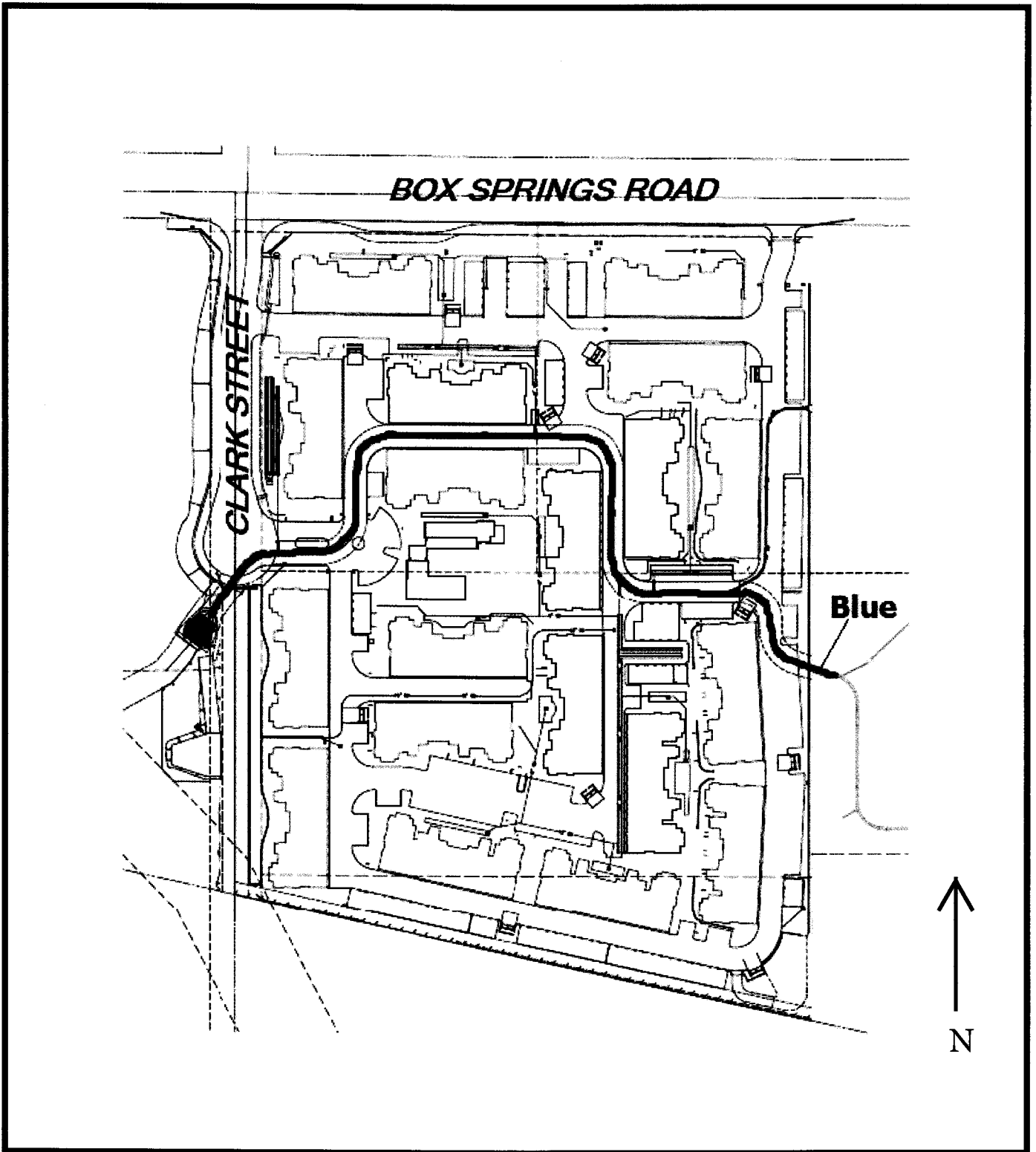
APN:

291-050-003-4 (Affects Parcel 3)

291-050-004-5 (Affects Parcel 4)

291-050-012-2 (Affects Portion of Parcel 1) and 291-050-013-3 (Affects Remainder of Parcel 1)

**Exhibit B**

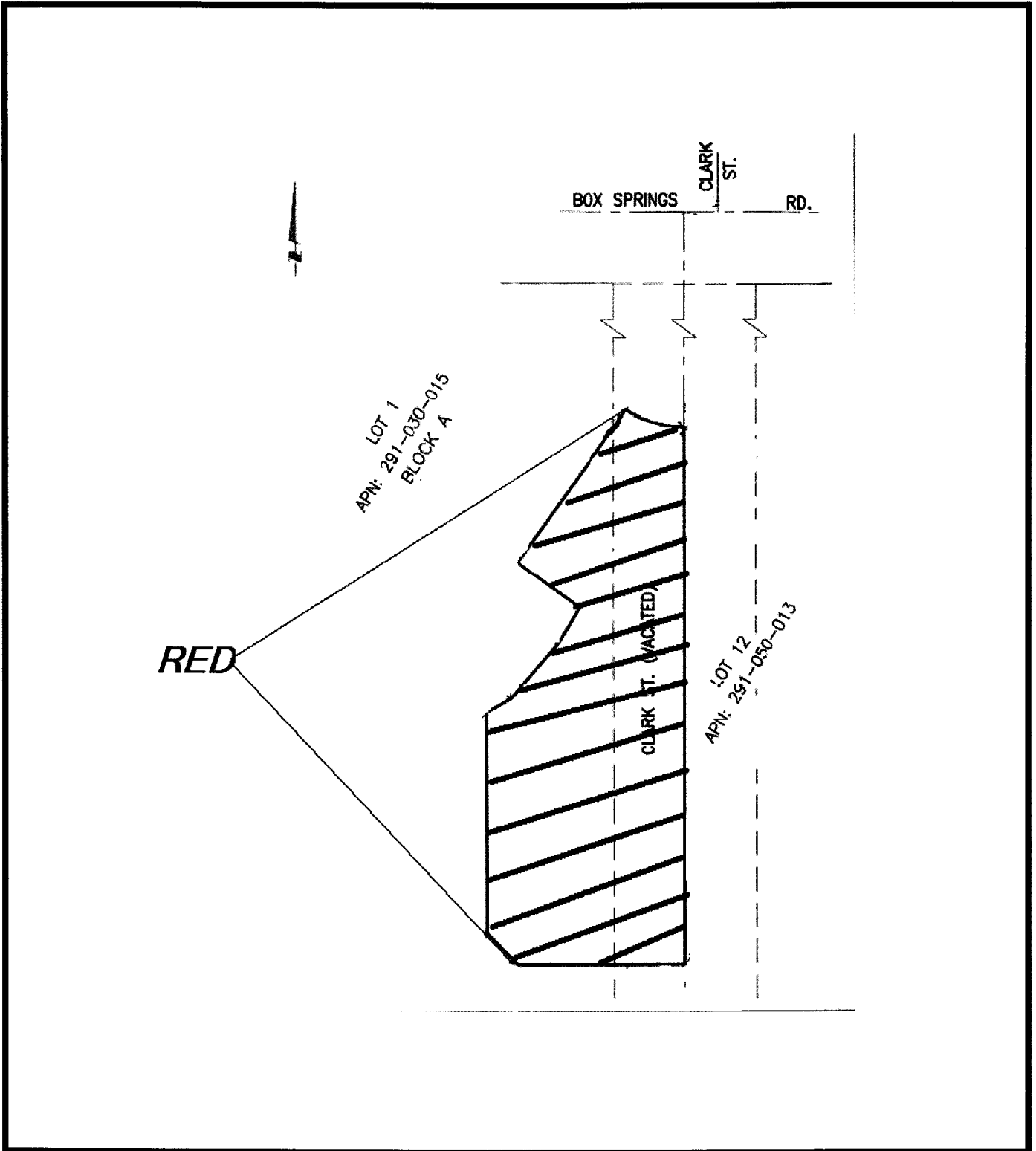


**COOPERATIVE AGREEMENT**

West End Moreno MDP Line V-3, Stage 1

TR 35414  
Project No. 4-0-00768  
Page 1 of 1

# Exhibit C



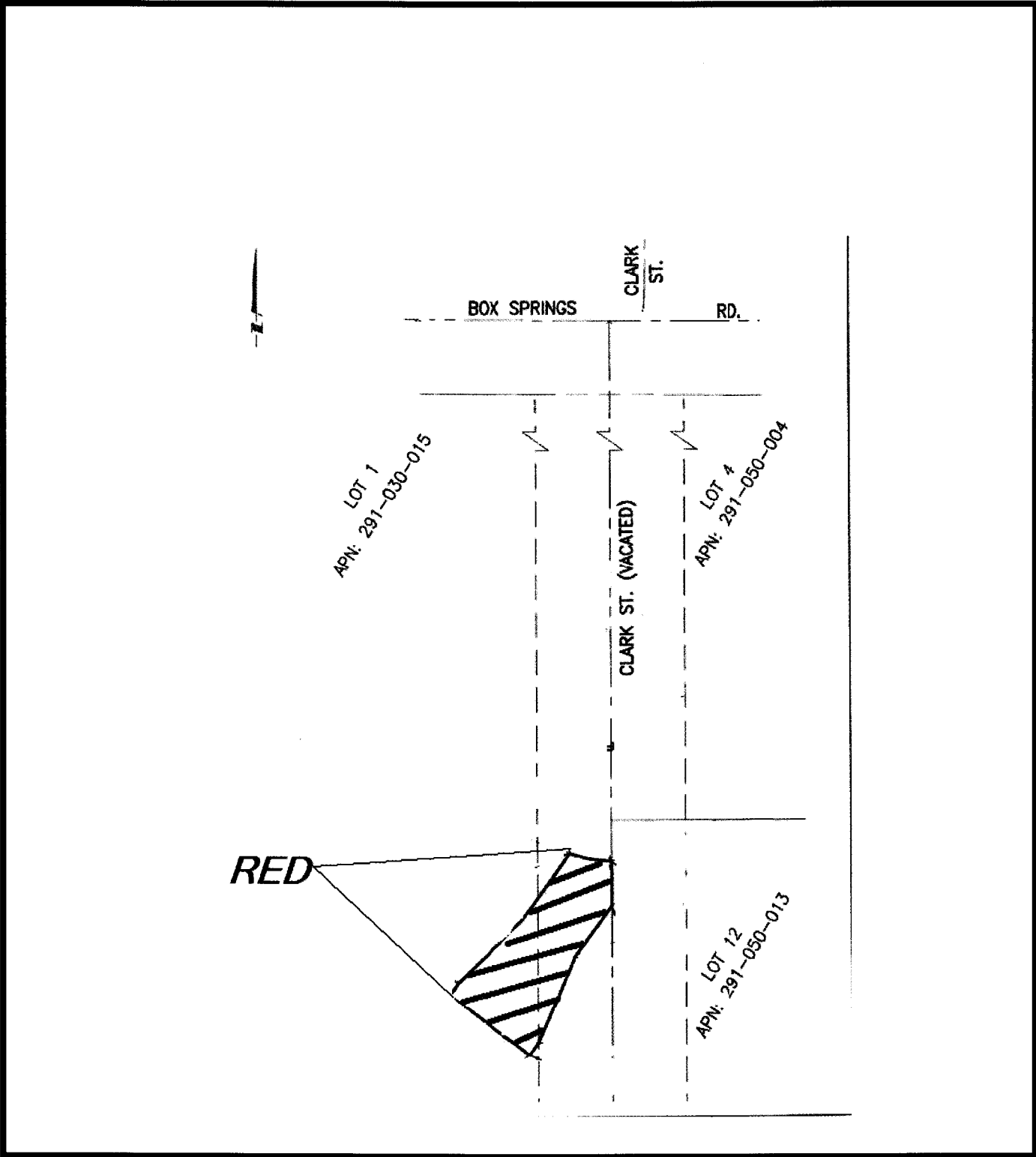
## COOPERATIVE AGREEMENT

West End Moreno MDP Line V-3, Stage 1

TR 35414  
Project No. 4-0-00786  
Page 1 of 2



Exhibit C



COOPERATIVE AGREEMENT

West End Moreno MDP Line V-3, Stage 1