

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



ITEM
11.3
(ID # 5806)

MEETING DATE:

Tuesday, January 9, 2018

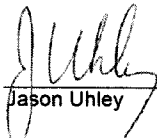
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement for Highland Springs Channel, Stage 3 (Parcel Map No. 35789); Project No. 5-0-00180-03; [District 5] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Beaumont ("City") and Beaumont Sundance, LLC ("Developer"); and
2. Authorize the Chairman to execute the Cooperative Agreement document on behalf of the District; and
3. Direct the Clerk of the Board to return five (5) copies of the executed Cooperative Agreement to the District.

ACTION:

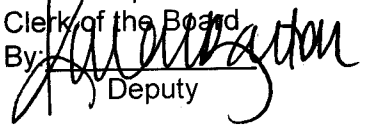

Jason Uhley

12/19/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Perez 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: January 9, 2018
xc: Flood

Kedia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs (100%).			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which a certain portion of the District's Highland Springs Channel is to be converted into underground storm drain facilities by the Developer and inspected, operated, and maintained by the District and Developer. This conversion of the District's existing trapezoidal channel is needed for the proposed construction of certain surface improvements to provide ingress and egress, parking, and landscaping for the planned commercial development of Parcel Map No. 35789, which is located adjacent to the District's existing channel right of way. The Cooperative Agreement is necessary to provide for District construction, inspection, and subsequent operation and maintenance of the referenced storm drain facilities.

Upon completion of construction, the District will assume responsibility for the operation and maintenance of the mainline storm drain systems that are greater than 36 inches in diameter and a portion of a maintenance access road driveway that will be located within District-held easements or rights of way. The Developer will assume ownership and responsibility for the operation and maintenance of (i) the project's associated inlets, outlets, connector pipes, curb and gutter, and a lateral storm drain that is thirty-six inches (36") or less in diameter; and (ii) surface improvements, both of which will be located within privately held easements or rights of way. The City will assume responsibility for the operation and maintenance of a portion of a maintenance access road driveway that will be located within City-held easements or rights of way.

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

Impact on Residents and Businesses

Upon construction completion, the project will provide surface improvements and ingress and egress to Parcel Map No. 35789 from Highland Springs Avenue while continuing to deliver flood protection and drainage improvement to residents and businesses.

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Additional Fiscal Information

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

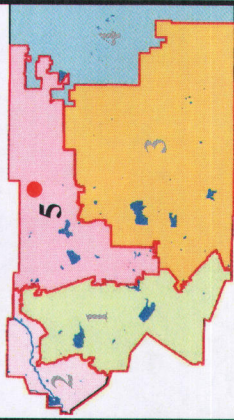
ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

RMI:blm
P8/217526



Gregory V. Priamos, Director County Counsel 12/19/2017



Supervisor Districts

LEGEND:

- Project Vicinity
- Existing District Facilities
- Supervisorial District

DESCRIPTION:

Highland Springs Channel, Stage 3
 Parcel Map No. 35789
 Project No. 5-0-00130-03



COOPERATIVE AGREEMENT
Highland Springs Channel, Stage 3
Parcel Map No. 35789
Project No. 5-0-00180-03

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), City of Beaumont, a municipal corporation ("CITY"), and Beaumont Sundance, LLC, a California limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains the Highland Springs Channel (Project No. 5-0-00180), hereinafter called "CHANNEL", located adjacent to Highland Springs Avenue in the city of Beaumont. CHANNEL was constructed for the purpose of providing flood protection and drainage improvements to the area; and

B. DEVELOPER is the legal owner of record of certain real property, including Parcel Map No. 35789, located within the County of Riverside. DEVELOPER has submitted for approval Parcel Map No. 35789 in the city of Beaumont. As a condition of approval for Parcel Map No. 35789, DEVELOPER must construct certain flood control facilities and drainage improvements by replacing a certain portions of DISTRICT's existing CHANNEL with underground storm drain facilities to provide adequate access to DEVELOPER's planned development; and

C. The legal description of Parcel Map No. 35789 is provided in Exhibit "A" attached hereto and made a part hereof; and

D. Parcel Map No. 35789 is located adjacent to DISTRICT's existing CHANNEL right of way ("CHANNEL RIGHT OF WAY"), as described in a Quitclaim Deed recorded December 6, 1972 as Instrument No. 161549 of the Official Records of the County of

1 Riverside (Assessor's Parcel No. 408-120-029), and as shown in concept in yellow on Exhibit
2 "B" attached hereto and made a part hereof; and

3 E. The required flood control facilities and drainage improvements, all as
4 shown on District Drawing No. 5-0213 which is incorporated herein by this reference, include:
5

- 6 a. Conversion of a certain portion of CHANNEL into underground
7 storm drain facilities by (i) removing approximately 873 lineal feet of
8 CHANNEL, and (ii) constructing approximately of 753 lineal feet of
9 12 feet wide by 7 feet high underground reinforced concrete box and
10 its associated 120 lineal feet of transition structures, hereinafter called
11 "DISTRICT CULVERT", as shown in concept in blue on Exhibit "C"
12 attached hereto and made a part hereof; and
13
14 b. Construction of a portion of a maintenance access road driveway that
15 is to be located within DISTRICT held easements or rights of way,
16 hereinafter called "DISTRICT DRIVEWAY", as shown in concept in
17 orange on Exhibit "C"; and
18
19 c. Together, DISTRICT CULVERT and DISTRICT DRIVEWAY are
20 hereinafter called "DISTRICT FACILITIES"; and

21 F. Associated with the construction of DISTRICT FACILITIES is the
22 construction of:

- 23 a. Certain surface improvements ("SURFACE IMPROVEMENTS") to
24 provide ingress and egress, parking, and landscaping for a planned
25 commercial development of Parcel Map No. 35789. SURFACE
26 IMPROVEMENTS are proposed to be constructed within
27 DISTRICT's CHANNEL RIGHT OF WAY; and
28

1 b. Certain inlets, outlets, connector pipes, curb and gutter and storm
2 drains that are thirty-six inches (36") or less in diameter that are to be
3 located within privately held easements or rights of way, hereinafter
4 collectively called "DEVELOPER APPURTENANCES"; and

5 c. Together, DEVELOPER APPURTENANCES and SURFACE
6 IMPROVEMENTS are hereinafter called "DEVELOPER
7 FACILITIES". DEVELOPER FACILITIES are to be initially owned
8 and maintained by DEVELOPER, and subsequently owned and
9 maintained by the business association for Parcel Map No. 35789;
10 and
11 and

12 G. Also associated with the construction of DISTRICT FACILITIES is the
13 construction of a portion of a maintenance access road driveway that is to be located within CITY
14 held easements or rights of way, hereinafter called "CITY DRIVEWAY", as shown in concept
15 in purple on Exhibit "C"; and
16 in purple on Exhibit "C"; and

17 H. Together, DISTRICT FACILITIES, DEVELOPER FACILITIES, and
18 CITY DRIVEWAY are hereinafter called "PROJECT"; and

19 I. In order to facilitate construction, operation, and maintenance of PROJECT,
20 DEVELOPER is willing to acquire from DISTRICT in fee a certain portion of DISTRICT's
21 existing CHANNEL RIGHT OF WAY. Said parcel, hereinafter called "TRANSFER PARCEL",
22 is shown in concept in green on Exhibit "D" attached hereto and made part hereof; and
23 is shown in concept in green on Exhibit "D" attached hereto and made part hereof; and

24 J. In order to proceed with its development plans, DEVELOPER is willing to
25 pay DISTRICT the fair market value, based on an independent appraisal performed by a qualified
26 real estate appraiser approved by DISTRICT, to acquire TRANSFER PARCEL from DISTRICT;
27 and
28 and

1 K. Concurrently with the execution of this Agreement, DEVELOPER and
2 DISTRICT anticipate entering into a separate agreement entitled "Agreement of Purchase and
3 Sale" ("ACQUISITION AGREEMENT") to address the terms of the transfer of fee title to
4 DEVELOPER; and

5
6 L. All parties recognize and acknowledge that DEVELOPER shall not
7 commence PROJECT construction until March 15, 2018, unless authorized in writing by
8 DISTRICT's General Manager-Chief Engineer; and

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

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

18
19 O. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
20 specifications for PROJECT, (ii) transfer ownership of TRANSFER PARCEL to DEVELOPER
21 in accordance with ACQUISITION AGREEMENT, (iii) inspect the construction of DISTRICT
22 FACILITIES, and (iv) accept ownership and responsibility for the operation and maintenance of
23 DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b)
24 constructs PROJECT in accordance with DISTRICT and CITY approved plans and
25 specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the
26 inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, and (d)
27 accepts ownership and responsibility for the operation and maintenance of PROJECT following
28

1 completion of PROJECT construction until such time as DISTRICT accepts ownership and
2 responsibility for the operation and maintenance of DISTRICT FACILITIES; and

3 P. CITY is willing to (i) accept and hold faithful performance and payment
4 bonds submitted by DEVELOPER for DISTRICT FACILITIES, and (ii) accept ownership and
5 responsibility for the operation and maintenance of CITY DRIVEWAY as provided herein,
6 provided PROJECT is constructed in accordance with plans and specifications approved by
7 DISTRICT and CITY.
8

9 NOW, THEREFORE, the forgoing recitals being incorporated herein by
10 reference, the parties hereto mutually agree as follows:
11

12 SECTION I

13 DEVELOPER shall:

14 1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS"),
15 in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and
16 CITY for their respective review and approval. If CITY Standards are not utilized,
17 DEVELOPER shall prepare and submit CITY DRIVEWAY plans to CITY for its review and
18 approval.

19 2. Continue to pay DISTRICT and CITY, within thirty (30) days after receipt
20 of periodic billings from DISTRICT and CITY, any and all such amounts as are deemed
21 reasonably necessary by DISTRICT and CITY to cover DISTRICT's and CITY's costs associated
22 with the review of IMPROVEMENT PLANS, review and approval of rights of way and
23 conveyance documents, and with the processing and administration of this Agreement.

24 3. Deposit with DISTRICT (Attention: Business Office - Accounts
25 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
26 construction as set forth in Section I.8. herein, the estimated cost of providing construction
27 inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT
28

1 in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
2 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time
3 the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with
4 DISTRICT, DEVELOPER shall pay such additional amount(s) as deemed reasonably necessary
5 by DISTRICT to complete inspection of DISTRICT FACILITIES within thirty (30) days after
6 receipt of billing from DISTRICT.

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

10 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
11 permits and rights of entry as may be needed for the construction, inspection, operation and
12 maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time
13 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.,
14 or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 35789
15 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having
16 secured such necessary licenses, agreements, permits and rights of entry, as determined and
17 approved by DISTRICT.

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

25 7. Provide CITY, at the time of providing written notice to DISTRICT of the
26 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
27 recordation of the final map for Parcel Map No. 35789 or any phase thereof, whichever occurs
28

1 first, with faithful performance and payment bonds, each in the amount of one hundred percent
2 (100%) of the estimated cost for construction of DISTRICT FACILITIES and CITY
3 DRIVEWAY as determined by DISTRICT and CITY. The surety, amount and form of the bonds
4 shall be subject to approval of DISTRICT and CITY. The bonds shall remain in full force and
5 effect until DISTRICT FACILITIES are accepted by DISTRICT as complete; at which time, the
6 bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee
7 freedom from defective work, labor or materials. Notwithstanding the forgoing, DEVELOPER
8 shall be responsible to maintain payment and performance bonds as per the conditions of
9 approval applicable to Parcel Map 35789 for all onsite improvements.

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

15 9. Obtain and provide DISTRICT, at the time of providing written notice to
16 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
17 twenty (20) days prior to the recordation of the final map for Parcel Map No. 35789 or any phase
18 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
19 public for flood control and drainage purposes, including ingress and egress, for the rights of way
20 deemed necessary by DISTRICT for the construction, inspection, operation, and maintenance of
21 DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved
22 by DISTRICT and shall be executed by all legal and equitable owners of the property described
23 in the offer(s).

24 10. Furnish DISTRICT and CITY, when submitting the Irrevocable Offer(s) of
25 Dedication as set forth in Section I.9., with Preliminary Reports on Title dated not more than
26 thirty (30) days prior to date of submission of all the property described in the Irrevocable
27 Offer(s) of Dedication.
28

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

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

12 13. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign
13 their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

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

17 15. Comply with all Cal/OSHA safety regulations including regulations
18 concerning confined space and maintain a safe working environment for DEVELOPER, CITY,
19 and DISTRICT employees on the site. Comply with the prevailing wage laws, as applicable,
20 under the California Labor Code and with the Beaumont Municipal Code Chapter 3.02 regarding
21 public works contracts.

22 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
23 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
24 PROJECT. The procedure shall comply with requirements contained in California Code of
25 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
26 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure
27 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
28

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

8 A. Workers' Compensation:

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

16 B. Commercial General Liability:

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

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 the Riverside County Flood Control and Water Conservation District
14 and the County of Riverside, its agencies, districts, special districts,
15 and departments, their respective directors, officers, Board of
16 Supervisors, employees, elected or appointed officials, agents or
17 representatives as additional insureds.

18 D. Professional Liability:

19 DEVELOPER shall cause any architect or engineer retained by
20 DEVELOPER in connection with the performance of DEVELOPER's
21 obligations under this Agreement to maintain Professional Liability
22 Insurance providing coverage for the performance of their work, with
23 a limit of liability of not less than \$2,000,000 per occurrence and
24 \$4,000,000 annual aggregate. DEVELOPER shall require that, if such
25 Professional Liability Insurance is written on a claims made basis
26 rather than an occurrence basis, such insurance shall continue through
27 the term of this Agreement and that such architect or engineer shall
28

1 purchase at such architect or engineer's sole expense either 1) an
2 Extended Reporting Endorsement (also known as Tail Coverage); or
3 2) Prior Dates Coverage from a new insurer with a retroactive date
4 back to the date of, or prior to, the inception of this Agreement; or 3)
5 demonstrate through Certificates of Insurance that such architect or
6 engineer has maintained continuous coverage with the same or
7 original insurer. Coverage provided under items: 1), 2) or 3) shall
8 continue for the term specified in the insurance policy, which shall be
9 reasonably acceptable to DISTRICT, the County of Riverside and
10 CITY.

11 E. General Insurance Provisions – All Lines:

- 12
- 13 i. Any insurance carrier providing insurance coverage hereunder
14 shall be admitted to the State of California and have an A.M.
15 BEST rating of not less than an A: VIII (A: 8) unless such
16 requirements are waived, in writing, by the County Risk
17 Manager. If the County Risk Manager waives a requirement for
18 a particular insurer such waiver is only valid for that specific
19 insurer and only for one policy term.
- 20 ii. [INTENTIONALLY DELETED]
- 21 iii. DEVELOPER shall cause their insurance carrier(s) or its
22 contractor's insurance carrier(s), to furnish DISTRICT and CITY
23 with 1) a properly executed original certificate(s) of insurance
24 and certified original copies of endorsements effecting coverage
25 as required herein, and 2) if requested to do so orally or in writing
26 by the County Risk Manager, provide original certified copies of
27 policies including all endorsements and all attachments thereto,
28 showing such insurance is in full force and effect. Further, said

1 certificate(s) and policies of insurance shall contain the covenant
2 of the insurance carrier(s) that a minimum of sixty (60) days
3 written notice shall be given to DISTRICT prior to any material
4 modification, cancellation, expiration or reduction in coverage
5 of such insurance. If DEVELOPER insurance carrier(s) policies
6 does not meet the minimum notice requirement found herein,
7 DEVELOPER shall cause DEVELOPER's insurance carrier(s)
8 or its contractor's insurance carrier(s), to furnish a 60 day Notice
9 of Cancellation Endorsement.
10

11 iv. In the event of a material modification, cancellation, expiration
12 or reduction in coverage, this Agreement shall terminate
13 forthwith, unless DISTRICT receives, prior to such effective
14 date, another properly executed original certificate of insurance
15 and original copies of endorsements or certified original policies,
16 including all endorsements and attachments thereto, evidencing
17 coverages set forth herein and the insurance required herein is in
18 full force and effect. An individual authorized by the insurance
19 carrier to do so on its behalf shall sign the original endorsements
20 for each policy and the certificate of insurance.

21 v. It is understood and agreed by the parties hereto that
22 DEVELOPER's insurance shall be construed as primary
23 insurance, and DISTRICT's and CITY's insurance and/or
24 deductibles and/or self-insured retentions or self-insured
25 programs shall not be construed as contributory.

26 vi. If, during the term of this Agreement or any extension thereof,
27 there is a material change in the scope of services or there is a
28 material change in the equipment to be used in the performance

1 of the scope of work which will add additional exposures (such
2 as the use of aircraft, watercraft, cranes, etc.); or the term of this
3 Agreement, including any extensions thereof, exceeds five (5)
4 years, DISTRICT and CITY reserve the right to adjust the types
5 of insurance required under this Agreement and the monetary
6 limits of liability for the insurance coverages currently required
7 herein, if, in the County or CITY Risk Manager's reasonable
8 judgment, the amount or type of insurance carried by
9 DEVELOPER has become inadequate.

10 vii. DEVELOPER shall pass down the insurance obligations
11 contained herein to all tiers of subcontractors working under this
12 Agreement.

13 viii. The insurance requirements contained in this Agreement may
14 not be met with a program(s) of self-insurance.

15 ix. DEVELOPER agrees to notify DISTRICT and CITY of any
16 claim by a third party or any incident or event that may give rise
17 to a claim arising from the performance of this Agreement.

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

24
25 18. Not commence PROJECT construction until March 15, 2018, unless
26 authorized in writing by DISTRICT's General Manager-Chief Engineer.

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

1 20. Within two (2) weeks of completing PROJECT construction, provide
2 DISTRICT (Attention: Construction Management Section) and CITY with written notice that
3 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
4 inspection of DISTRICT FACILITIES and CITY conduct a final inspection of CITY
5 DRIVEWAY.

6 21. Convey or cause to be conveyed to DISTRICT the flood control
7 easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way
8 deemed necessary by DISTRICT for the operation and maintenance of DISTRICT FACILITIES,
9 as shown in concept in red on Exhibit "E" attached hereto and made a part hereof.

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

18 23. Accept ownership and sole responsibility for the operation and maintenance
19 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
20 and maintenance of DISTRICT FACILITIES (and CITY as to the CITY DRIVEWAY). Further,
21 it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership
22 and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT
23 FACILITIES shall be in a satisfactorily maintained condition as solely determined by
24 DISTRICT. If subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT
25 FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of
26 DEVELOPER.
27
28

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

26. Ensure that all work performed pursuant to this 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.

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

DISTRICT shall:

1 1. Review IMPROVEMENT PLANS and approve when DISTRICT has
2 determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT
3 prior to the start of PROJECT construction.

4 2. Provide CITY an opportunity to review and approve IMPROVEMENT
5 PLANS prior to DISTRICT's final approval.

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

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

10 5. Transfer ownership of TRANSFER PARCEL to DEVELOPER in
11 accordance with ACQUISITION AGREEMENT and reserve the necessary rights within the
12 transfer of fee title to the Developer to operate and maintain DISTRICT FACILITIES.
13

14 6. Inspect DISTRICT FACILITIES construction.

15 7. Keep an accurate accounting of all DISTRICT costs associated with the
16 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
17 conveyance documents, and the processing and administration of this Agreement.
18

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

25 9. Accept ownership and sole responsibility for the operation and maintenance
26 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in
27 accordance with Section I.20., (ii) DISTRICT acceptance of PROJECT construction as being
28

1 complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans,
2 as set forth in Section I.25., (iv) recordation of all conveyance documents described in Section
3 I.21., (v) CITY acceptance of CITY DRIVEWAY for ownership, operation, and maintenance,
4 and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily
5 maintained condition.
6

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

9 SECTION III

10 CITY shall:

11 1. Review and approve IMPROVEMENT PLANS for facilities within the
12 CITY right of way and, if applicable, CITY DRIVEWAY plans prior to the start of PROJECT
13 construction.
14

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

19 3. Inspect PROJECT construction within CITY right of way.

20 4. Consent, by execution of this Agreement, to the recording of any Irrevocable
21 Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

22 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication
23 as set forth herein, and any other outstanding offers of dedication necessary for the construction,
24 inspection, operation, and maintenance of DISTRICT FACILITIES, and, convey sufficient rights
25 of way to DISTRICT to allow DISTRICT to construct, inspect, operate, and maintain DISTRICT
26 FACILITIES.
27

28 6. [INTENTIONALLY DELETED]

1 7. Accept ownership and sole responsibility for the operation and maintenance
2 of CITY DRIVEWAY, as determined by CITY in its sole discretion, upon DISTRICT acceptance
3 of DISTRICT FACILITIES for ownership, operation and maintenance.

4 8. Not grant any occupancy permits for any units within any portion of Parcel
5 Map No. 35789 or any phase thereof, until construction of PROJECT is complete as provided in
6 this Agreement, unless otherwise approved in writing by DISTRICT and subject to any
7 applicable conditions of approval.

8 9. [INTENTIONALLY DELETED]

9
10 SECTION IV

11 It is further mutually agreed:

12
13 1. All work involved with PROJECT shall be inspected by DISTRICT but
14 shall not be deemed complete until DISTRICT and CITY mutually agree in writing that
15 construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT
16 PLANS.

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

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

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

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

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

25 6. PROJECT construction work shall be on a five (5) day, forty (40) hour work
26 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
27 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
28

1 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
2 request for permission from DISTRICT to work the additional hours. The request shall be
3 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work
4 hours and state the reasons for the overtime and the specific time frames required. The decision
5 of granting permission for overtime work shall be made by DISTRICT at its sole discretion and
6 shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost
7 incurred at the overtime rates for additional inspection time required in connection with the
8 overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments
9 thereto, of the County of Riverside.

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

22 DEVELOPER shall defend, at its sole expense, including all costs and fees
23 (including but not limited to attorney fees, cost of investigation, defense and settlements or
24 awards), DISTRICT, the County of Riverside and CITY (including their agencies, districts,
25 special districts and departments, their respective directors, officers, Board of Supervisors,
26 elected and appointed officials, employees, agents and representatives) in any claim, proceeding
27 or action for which indemnification is required.
28

1 With respect to any of DEVELOPER's indemnification requirements,
2 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
3 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
4 prior consent of DISTRICT, the County of Riverside and CITY; provided, however, that any
5 such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
6 DEVELOPER's indemnification obligations to DISTRICT, County of Riverside or CITY.

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

11 The specified insurance limits required in this Agreement shall in no way
12 limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT,
13 County of Riverside and CITY from third party claims.

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

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

1 future, for the negligent maintenance of DISTRICT FACILITIES and CITY DRIVEWAY, after
 2 the acceptance of DISTRICT FACILITIES and CITY DRIVEWAY by DISTRICT and CITY,
 3 respectively.

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

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

12 RIVERSIDE COUNTY FLOOD CONTROL	CITY OF BEAUMONT
13 AND WATER CONSERVATION DISTRICT	550 E. Sixth Street
14 1995 Market Street	Beaumont, CA 92223-0158
Riverside, CA 92501	Attn: Director of Public Works
15 Attn: Contract Services Section	

16 BEAUMONT SUNDANCE, LLC
 17 2371 Fenton Street
 Chula Vista, CA 91914
 18 Attn: Solomon Levy

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

23 12. Any action at law or in equity brought by any of the parties hereto for the
 24 purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of
 25 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
 26 waive all provisions of law providing for a change of venue in such proceedings to any other
 27 county.
 28

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

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

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

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

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

23 //

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

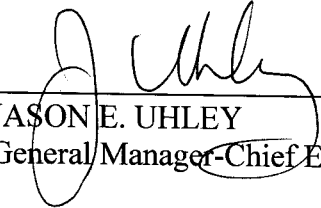
JAN 09 2018

(to be filled in by Clerk of the Board)

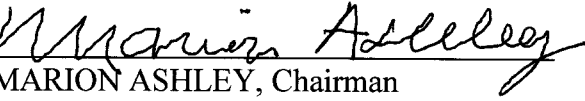
RECOMMENDED FOR APPROVAL:

**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

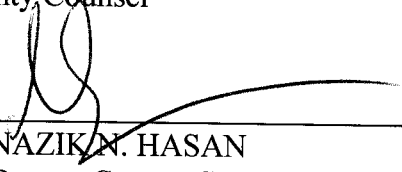
APPROVED AS TO FORM:

ATTEST:

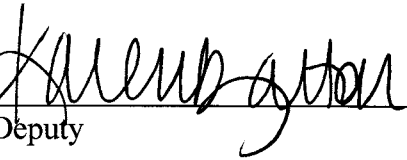
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By


NAZIK N. HASAN
Deputy County Counsel

By


Deputy

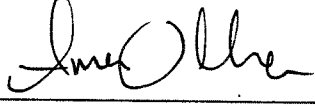
(SEAL)

Cooperative Agreement
Highland Springs Channel, Stage 3
Parcel Map No. 35789
Project No. 5-0-00180-03
11/28/17
RKM:blm

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RECOMMENDED FOR APPROVAL:

CITY OF BEAUMONT

By 

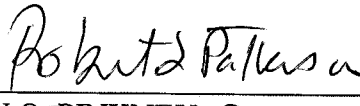
AMER JAKHER
Director of Public Works

By 

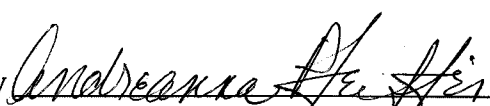
ALFRED LLOYD WHITE
Mayor

APPROVED AS TO FORM:

ATTEST:

By 

JOHN O. PINKNEY
City Attorney

By 

ANDREANNA PFEIFFER
City Clerk

(SEAL)

Cooperative Agreement
Highland Springs Channel, Stage 3
Parcel Map No. 35789
Project No. 5-0-00180-03
RKM:
10/30/17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

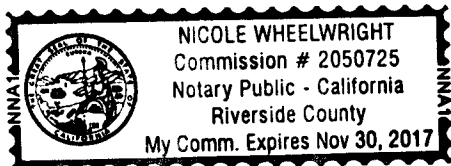
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On Nov 7, 2017 before me, Nicole Wheelwright, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Alfred Lloyd White, Andreanna Pfeiffer,
 Name(s) of Signer(s)
Amer Jahker, and Robert Patterson

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

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

WITNESS my hand and official seal.



Signature [Signature]
 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: _____

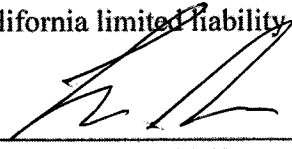
Signer's Name: _____

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

Signer Is Representing: _____

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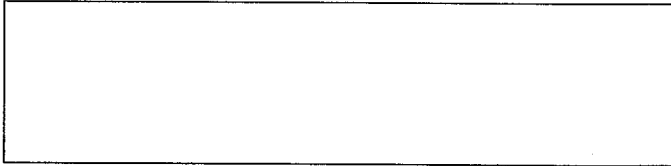
BEAUMONT SUNDANCE, LLC
a California limited liability company

By 
SOLOMON LEVY
Managing Member

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement
Highland Springs Channel, Stage 3
Parcel Map No. 35789
Project No. 5-0-00180-03
RKM:
10/30/17

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.

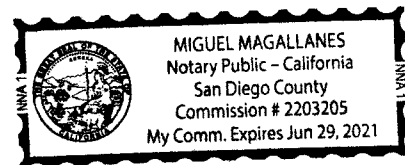
State of California
County of San Diego

On 11/6/2017 before me, Miguel Magallanes, Notary Public,
(insert name and title of the officer)

personally appeared Solomon Levy, in the capacity of Managing Member of Beaumont Sundance, LLC, 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

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

PARCELS 1 THROUGH 6 OF PARCEL MAP NO 35789, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 242, PAGES 56 THROUGH 61, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, APRIL 26, 2017.

APN: 419-020-059

COOPERATIVE AGREEMENT

Highland Springs Channel, Stage 3

Parcel Map No. 35789

Project No. 5-0-00180-03

Page 1 of 1

Exhibit B

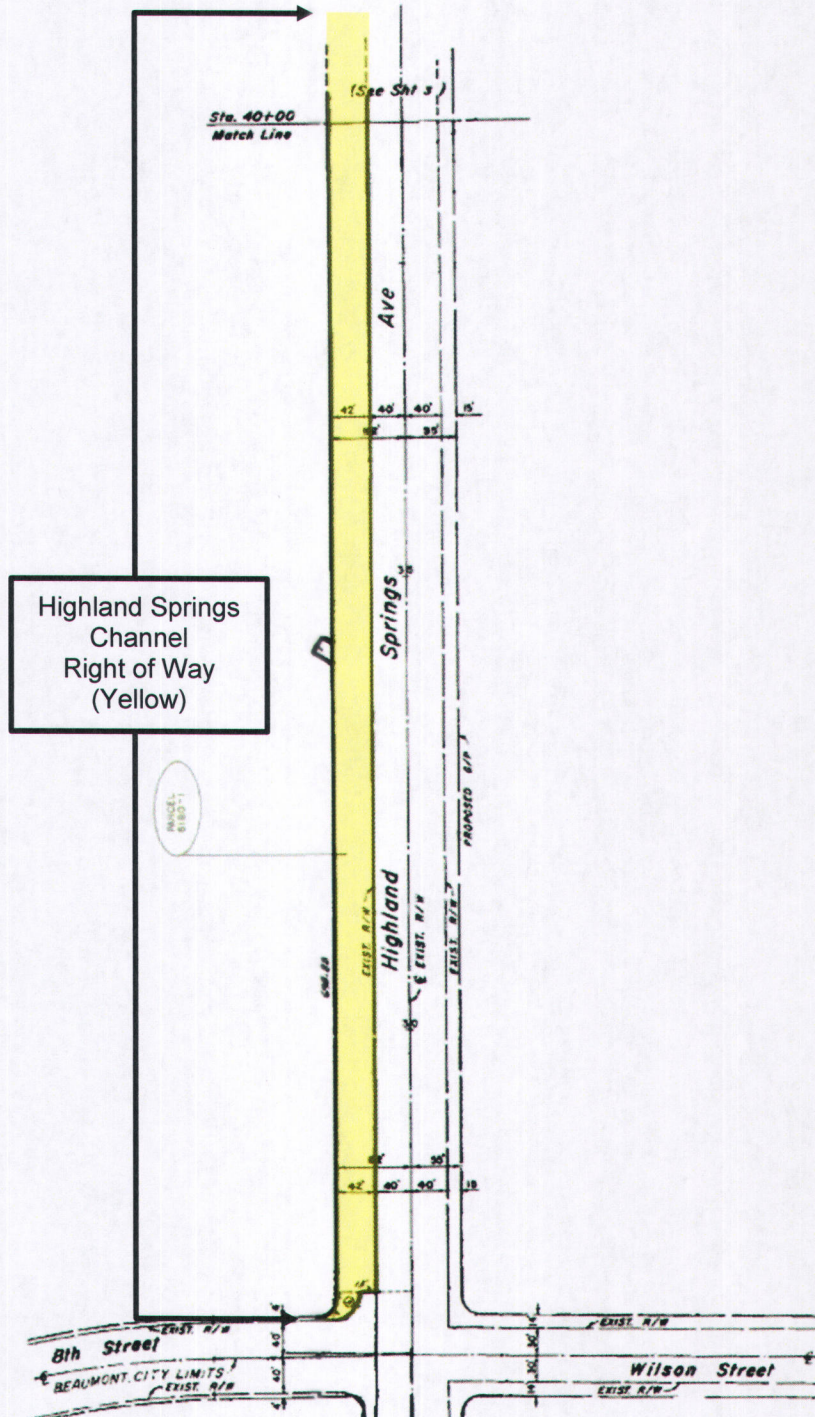


Exhibit C

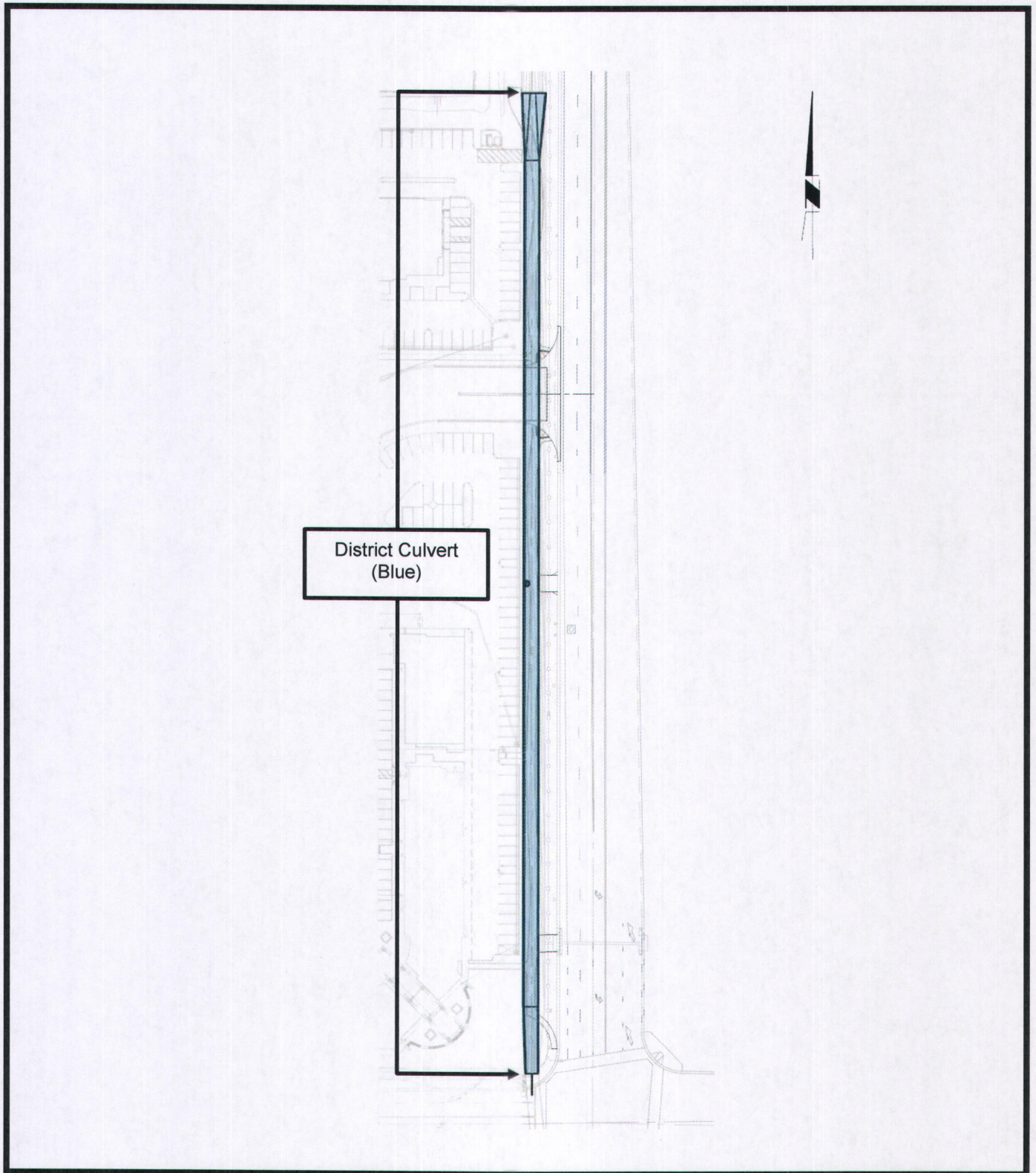


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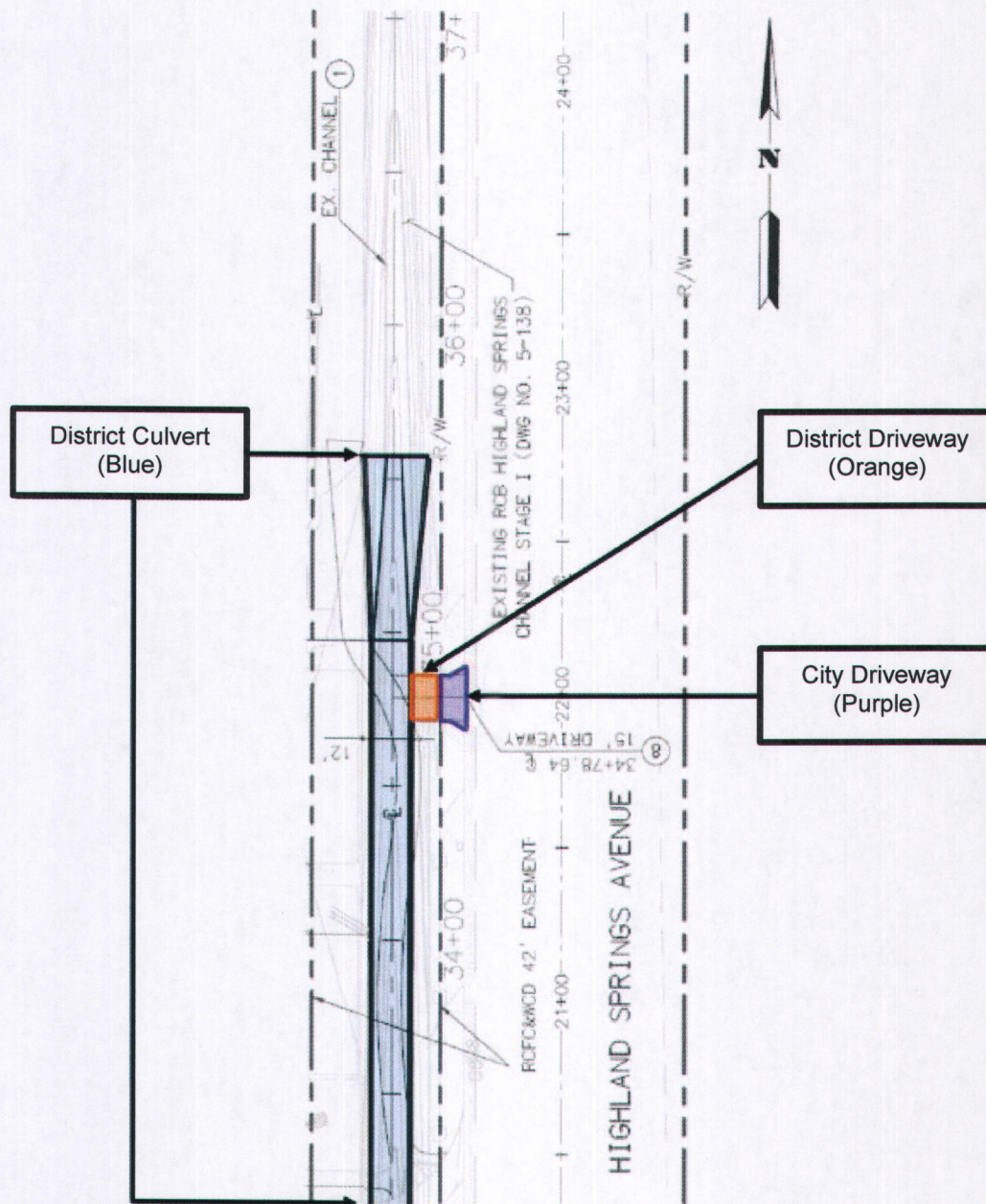


Exhibit D

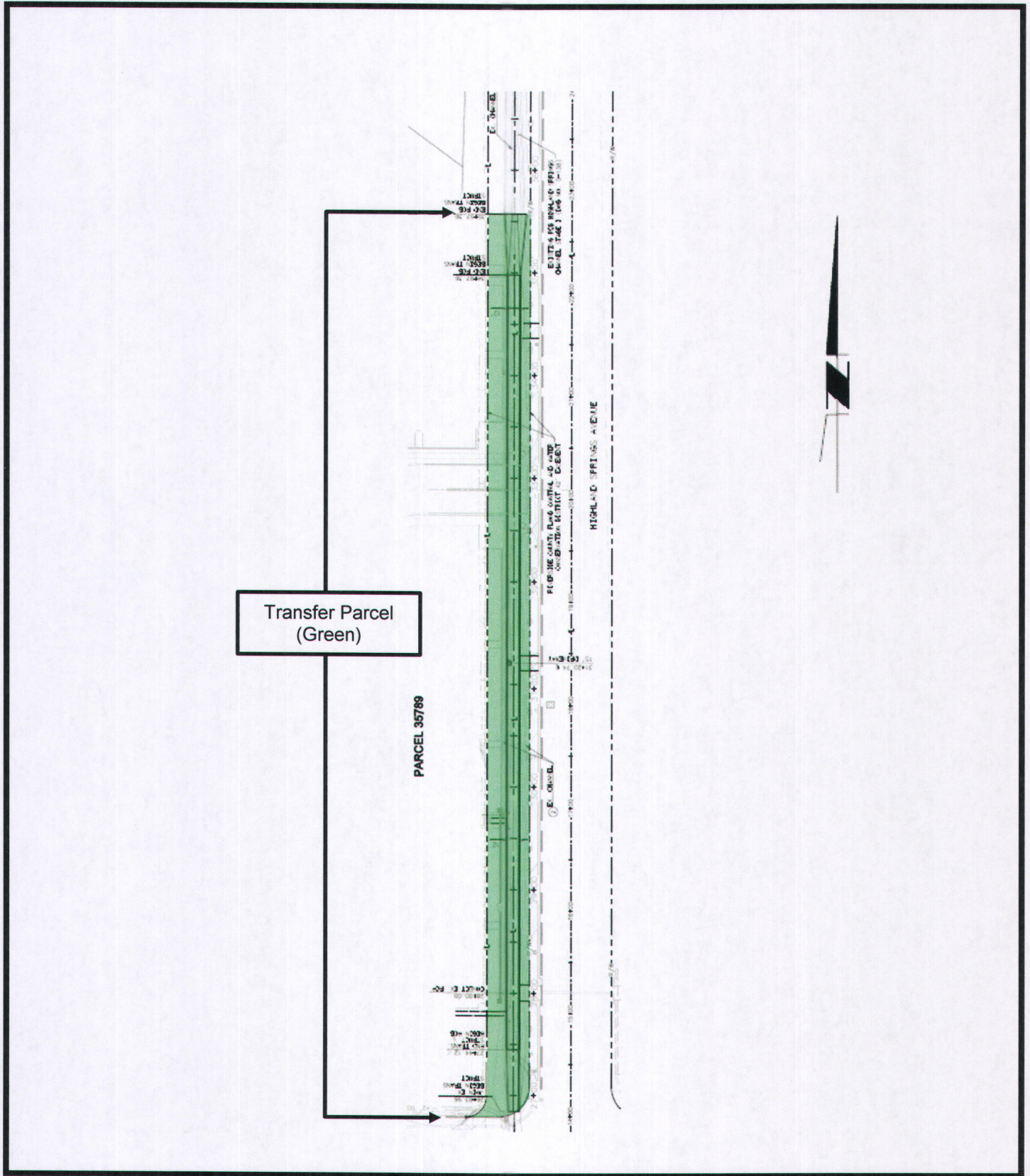
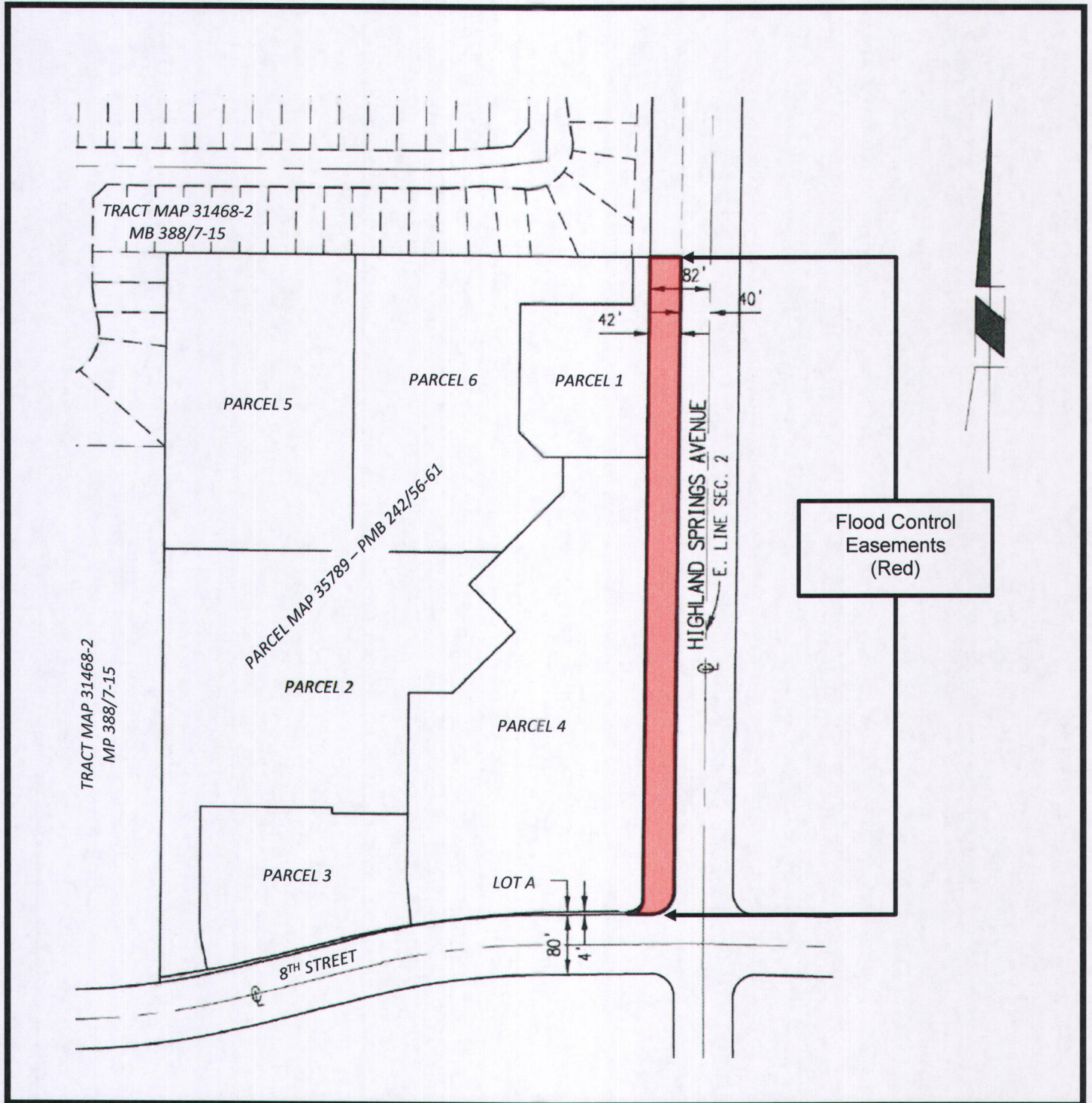


Exhibit E



COOPERATIVE AGREEMENT Highland Springs Channel, Stage 3

Parcel Map No. 35789
Project No. 5-0-00180-03