

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



ITEM
11.3
(ID # 6830)

MEETING DATE:
Tuesday, May 22, 2018

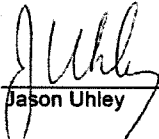
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Perris Valley MDP Lateral B-5, Stage 2 (Parcel Map No. 36678), Project No. 4-0-00461, 5th District. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Perris (City) and CPT Perris Industrial LLC (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return five (5) fully executed originals to the District.

ACTION: Policy

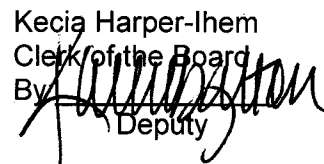

Jason Uhley

5/8/2018

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: May 22, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: : Developer Funded 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18

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 Parcel Map No. 36678, 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 drainage facilities within the Perris Valley Master Drainage Plan (MDP).

Upon completion of construction, and the construction of the downstream reach of Perris Valley MDP Lateral B-5, Stage 1, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system. The City will assume ownership and responsibility for certain street inlets, connector pipe, curb and gutter, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within City held easements or 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 Parcel Map No. 36678. The principal beneficiaries are the future businesses of the parcel. Ancillary benefits will accrue to the public who will utilize the roadways.

Additional Fiscal Information

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

ATTACHMENTS:

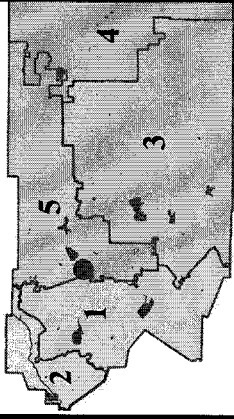
1. Vicinity Map
2. Cooperative Agreement

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

TRI:blm
P8/220588





Gregory T. Priamos, Director County Counsel 5/9/2018



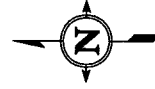
Supervisor Districts

LEGEND:

-  Project Vicinity
-  Supervisorial District

DESCRIPTION:

**Perris Valley MDP Lateral
B-5, Stage 2**



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

COOPERATIVE AGREEMENT

Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
(Parcel Map No. 36678)

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The Riverside County Flood Control and Water Conservation District, a body politic, hereinafter called ("DISTRICT"), the City of Perris, a municipal corporation, hereinafter called ("CITY"), and CPT Perris Industrial LLC, a Delaware limited liability company hereinafter called ("DEVELOPER)", hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval Parcel Map No. 36678 located in the city of Perris. As a condition of approval for Parcel Map No. 36678, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Parcel Map 36678 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown in District Drawing No. 4-1121, include construction of approximately 1,294 lineal feet of reinforced concrete box and 2,751 lineal feet of reinforced concrete pipe for a total of 4,045 lineal feet of underground storm drain system ("DISTRICT DRAINAGE FACILITIES"), as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof. At its downstream terminus, DISTRICT DRAINAGE FACILITIES will drain into DISTRICT's existing Perris Valley MDP Lateral B-5, Stage 1, in Webster Avenue, as shown on District Drawing No. 4-1109 (also shown in concept in red on Exhibit "B"). DISTRICT DRAINAGE FACILITIES will continue southerly in Webster Avenue, then turn westerly in Markham Street, then turn northerly in Patterson Avenue. At its upstream terminus, DISTRICT DRAINAGE FACILITIES will connect to CITY maintained catch basin;

1 and

2 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES
3 is the construction of certain catch basins, outlets, inlets, concrete broad ditch, connector pipes,
4 and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located
5 within CITY held easements or rights of way ("APPURTENANCES"); and

6 E. Together, DISTRICT DRAINAGE FACILITIES and
7 APPURTENANCES are hereinafter called "PROJECT"; and

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

11 G. The ADP Fee obligation for Parcel Map No. 36678 ("OBLIGATION") is
12 calculated based on the current fee per acre as adopted by the Board of Supervisors at the time of
13 issuance of building permits; and

14 H. All parties recognize and acknowledge that DISTRICT DRAINAGE
15 FACILITIES will not be a fully functioning flood control system until such time as the
16 construction of the Perris Valley MDP Lateral B-5, Stage 1, for the downstream terminus of Perris
17 Valley MDP Lateral B-5, Stage 2 is completed and accepted by DISTRICT for ownership,
18 operation and maintenance. Perris Valley MDP Lateral B-5, Stage 1 is hereinafter called
19 ("ULTIMATE LATERAL"); and

20 I. CITY and DEVELOPER desire DISTRICT to ultimately accept ownership
21 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
22 Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for
23 DISTRICT DRAINAGE FACILITIES and subsequently inspect the construction of DISTRICT
24 DRAINAGE FACILITIES; and

25 J. DISTRICT and DEVELOPER desire CITY to accept ownership and

1 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must
2 review and approve DEVELOPER's plans and specifications for PROJECT and subsequently
3 inspect construction of APPURTENANCES; and

4 K. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
5 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE
6 FACILITIES, and (iii) ultimately assume ownership and responsibility for the operation and
7 maintenance of DISTRICT DRAINAGE FACILITIES, provided that DEVELOPER (a) complies
8 with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved
9 plans and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the
10 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and (d) accepts
11 ownership and responsibility for the operation and maintenance of PROJECT following
12 completion of PROJECT construction until such time as DISTRICT accepts ownership and
13 responsibility for the operation and maintenance of ULTIMATE LATERAL and DISTRICT
14 DRAINAGE FACILITIES; and

15 L. CITY is willing to (i) review and approve DEVELOPER's plans and
16 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
17 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
18 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain
19 DISTRICT DRAINAGE FACILITIES located within CITY rights of way, (v) convey to
20 DISTRICT all rights of way necessary for the inspection, operation and maintenance of
21 DISTRICT DRAINAGE FACILITIES as set forth herein, (vi) assume ownership and
22 responsibility for the operation and maintenance of APPURTENANCES upon completion of
23 PROJECT construction, and (vii) accept ownership and responsibility for the operation and
24 maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans
25 and specifications approved by DISTRICT and CITY.

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

2 SECTION I

3 DEVELOPER shall:

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

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

12 3. Deposit with DISTRICT (Attention: Finance Office - Accounts Receivable),
13 at the time of providing written notice to DISTRICT of the start of PROJECT construction as set
14 forth in Section I.8. herein, the estimated cost of providing construction inspection for DISTRICT
15 DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT in
16 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
17 amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES. If
18 at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit
19 with DISTRICT, DEVELOPER shall pay such additional amounts(s), as deemed reasonably
20 necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within
21 thirty (30) days after receipt of billing from DISTRICT.

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

1 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
2 permits, approvals, rights of way, rights of entry, and temporary construction easements as may
3 be needed for the construction, inspection, operation, and maintenance of PROJECT.
4 DEVELOPER shall 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 sufficient evidence of DEVELOPER
6 having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of
7 entry, and temporary construction easements as determined and approved by DISTRICT and
8 CITY.

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

16 7. Provide CITY, at the time of providing written notice to DISTRICT of the
17 start of construction as set forth in Section I.8., with faithful performance and payment bonds,
18 each in the amount of one hundred percent (100%) of the estimated cost for construction of
19 DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and
20 form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall
21 remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by
22 DISTRICT and CITY as complete; at which time, the bond amount may be reduced to five percent
23 (5%) for a period of one (1) year to guarantee against any defective work, labor, or materials.

24 8. Notify DISTRICT in writing (Attention: Contract Services Section) at least
25 twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on

1 any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
2 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
3 of PROJECT.

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

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

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

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

1 13. Furnish DISTRICT and CITY each with a set of final mylar PROJECT plans
2 and assign their ownership to DISTRICT and CITY, respectively, prior to the start on any portion
3 of PROJECT construction.

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

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

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

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

20 Without limiting or diminishing DEVELOPER's obligation to indemnify or
21 hold DISTRICT and CITY harmless, DEVELOPER shall procure and maintain or cause to be
22 maintained, at its sole cost and expense, the following insurance coverage's during the term of
23 this Agreement:

24 A. Workers' Compensation:

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

8 B. Commercial General Liability:

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

22 C. Vehicle Liability:

23 If DEVELOPER's vehicles or mobile equipment are used in the
24 performance of the obligations under this Agreement, then
25 DEVELOPER shall maintain liability insurance for all owned, non-

1 owned, or hired vehicles so used in an amount not less than \$1,000,000
2 per occurrence combined single limit. If such insurance contains a
3 general aggregate limit, it shall apply separately to this Agreement or be
4 no less than two (2) times the occurrence limit. Policy shall name
5 DISTRICT, the County of Riverside, and CITY, its agencies, districts,
6 special districts, and departments, their respective directors, officers,
7 Board of Supervisors, employees, elected or appointed officials, agents
8 or representatives as additional insureds.

9 D. Professional Liability:

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

24 E. General Insurance Provisions - All Lines:

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- 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 Risk Manager. If the County Risk Manager 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 Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, DEVELOPER's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies

1 including all endorsements and all attachments thereto showing
2 such insurance is in full force and effect. Further, said
3 certificate(s) and policies of insurance shall contain the covenant
4 of the insurance carrier(s) that a minimum of thirty (30) days
5 written notice shall be given to DISTRICT prior to any material
6 modification, cancellation, expiration, or reduction in coverage of
7 such insurance. If DEVELOPER insurance carrier(s) policies
8 does not meet the minimum notice requirement found herein,
9 DEVELOPER shall cause DEVELOPER's insurance carrier(s) to
10 furnish a 30-day Notice of Cancellation Endorsement. In the event
11 of a material modification, cancellation, expiration, or reduction in
12 coverage, this Agreement shall terminate forthwith unless
13 DISTRICT receives, prior to such effective date, another properly
14 executed original certificate of insurance and original copies of
15 endorsements or certified original policies, including all
16 endorsements and attachments thereto, evidencing coverages set
17 forth herein and the insurance required herein is in full force and
18 effect. An individual authorized by the insurance carrier to do so
19 on its behalf shall sign the original endorsements for each policy
20 and the certificate of insurance.

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

- 1 v. If, during the term of this Agreement or any extension thereof,
2 there is a material change in the scope of services or there is a
3 material change in the equipment to be used in the performance of
4 the scope of work which will add additional exposures (such as the
5 use of aircraft, watercraft, cranes, etc.), or the term of this
6 Agreement, including any extensions thereof, exceeds five (5)
7 years, DISTRICT reserves the right to adjust the types of insurance
8 required under this Agreement and the monetary limits of liability
9 for the insurance coverages currently required herein if, in the
10 County Risk Manager's reasonable judgment, the amount or type
11 of insurance carried by DEVELOPER has become inadequate.
- 12 vi. DEVELOPER shall pass down the insurance obligations
13 contained herein to all tiers of subcontractors working under this
14 Agreement.
- 15 vii. The insurance requirements contained in this Agreement may be
16 met with a program(s) of self-insurance acceptable to DISTRICT.
- 17 viii. DEVELOPER agrees to notify DISTRICT of any claim by a third
18 party or any incident or event that may give rise to a claim arising
19 from the performance of this Agreement.

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

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

3 19. Within two (2) weeks of completing PROJECT construction, provide
4 DISTRICT (Attention: Development Review Section) and CITY with written notice that
5 PROJECT construction is substantially complete and request that DISTRICT conduct a final
6 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
7 PROJECT.

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

18 21. Upon completion of PROJECT construction but prior to DISTRICT's
19 acceptance of ownership and responsibility for the operation and maintenance of DISTRICT
20 DRAINAGE FACILITIES, provide or cause its civil engineer of record or construction civil
21 engineer of record, duly registered in the State of California, to provide DISTRICT with redlined
22 "record drawings" of DISTRICT DRAINAGE FACILITIES plans. After DISTRICT approval of
23 the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time
24 to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after

1 which, the engineer shall review, stamp, and sign DISTRICT DRAINAGE FACILITIES plans
2 "record drawings".

3 22. Upon completion of PROJECT construction and upon acceptance by CITY
4 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
5 of PROJECT but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for
6 ownership, operation, and maintenance, convey or cause to be conveyed to CITY the flood control
7 easement(s) or grant deed(s) of fee title, where appropriate, for the rights of way as shown in
8 concept in red on Exhibit "C". The easement(s) or grant deed(s) shall be in a form approved by
9 both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property
10 described in the easement(s) or grant deed(s).

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

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

23 25. Ensure that all work performed pursuant to this Cooperative Agreement by
24 DEVELOPER, its agents, or contractors is done in accordance with all applicable laws and
25 regulations including, but not limited to, all applicable provisions of the Labor Code, Business

1 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs
2 associated with compliance with applicable laws and regulations.

3 SECTION II

4 CITY shall:

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

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

10 3. Inspect PROJECT construction.

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

13 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as
14 set forth herein, and any other outstanding offers of dedication necessary for the construction,
15 inspection, operation, and maintenance of DISTRICT DRAINAGE FACILITIES, and convey
16 sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate, and
17 maintain DISTRICT DRAINAGE FACILITIES.

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

21 7. Upon completion of PROJECT construction, but prior to DISTRICT
22 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
23 convey or cause to be conveyed to DISTRICT the flood control easement(s) including ingress and
24 egress, to the rights of way shown in concept cross-hatched in red on Exhibit "C".

25 8. Accept ownership and sole responsibility for the operation and maintenance

1 of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES
2 for ownership and maintenance.

3 9. Not grant any occupancy permits for any units within any portion of Parcel
4 Map No. 36678 or any phase thereof, until construction of PROJECT is complete, unless
5 otherwise approved in writing by DISTRICT.

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

12 SECTION III

13 DISTRICT shall:

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

16 2. Provide CITY an opportunity to review and approve plans and specifications
17 for DISTRICT DRAINAGE FACILITIES prior to DISTRICT's final approval.

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

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

23 5. Inspect construction of DISTRICT DRAINAGE FACILITIES.

24 6. Keep an accurate accounting of all DISTRICT costs associated with the
25 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and

1 conveyance documents, and the processing and administration of this Cooperative Agreement.

2 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
3 and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
4 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
5 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
6 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
7 FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by
8 DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed
9 reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
10 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

11 8. Provide CITY with a reproducible duplicate copy of "record drawings" of
12 PROJECT plans upon (i) DISTRICT acceptance of PROJECT construction as being complete,
13 and (ii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT DRAINAGE
14 FACILITIES plans as set forth in Section I.21.

15 9. Accept ownership and sole responsibility for the operation and maintenance
16 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
17 DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of
18 DISTRICT DRAINAGE FACILITIES construction as being complete, (iii) recordation of all
19 conveyance documents described in Section I.22., (iv) CITY acceptance of APPURTENANCES
20 for ownership, operation and maintenance, (v) DISTRICT acceptance of ULTIMATE LATERAL
21 construction as being complete, (vi) DISTRICT acceptance of ULTIMATE LATERAL for
22 ownership, operation, and maintenance, (vii) DISTRICT DRAINAGE FACILITIES is fully
23 functioning as a flood control drainage system as solely determined by DISTRICT, and (viii)
24 DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES is in a satisfactorily
25 maintained condition.

SECTION IV

It is further mutually agreed:

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

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

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

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

1 PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site
2 conditions that materially affects PROJECT function or CITY's ability to operate and maintain
3 APPURTENANCES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as
4 deemed necessary by CITY.

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

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

21 6. PROJECT construction work shall be on a five (5) day, forty (40) hour work
22 week with no work on Saturdays, Sundays, or DISTRICT designated legal holidays, unless
23 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
24 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
25 request for permission from DISTRICT to work the additional hours. The request shall be

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

8 7. DEVELOPER for itself, its successors, and assigns hereby releases
9 DISTRICT, the County of Riverside, and CITY (including their agencies, districts, special
10 districts and departments, their respective directors, officer, Board of Supervisors, elected and
11 appointed officials, employees, agents, and representatives) from any and all claims, demands,
12 actions, or suits of any kind arising out of any liability, known or unknown, present or future,
13 including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section
14 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any
15 other law or ordinance which seeks to impose any other liability or damage whatsoever for
16 damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein
17 shall constitute a release by DEVELOPER of DISTRICT or CITY, their officers, agents, and
18 employees from any and all claims, demands, actions, or suits of any kind arising out of any
19 liability, known or unknown, present or future, for the negligent maintenance of DISTRICT
20 DRAINAGE FACILITIES and APPURTENANCES, after the acceptance of ownership,
21 operation, and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES
22 by DISTRICT and CITY respectively.

23 8. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
24 Riverside, and CITY (including their respective agencies, districts, special districts and
25 departments, their respective directors, officers, Board of Supervisors, elected and appointed

1 officials, employees, agents, and representatives) from any liability, claim, damage, proceeding,
2 or action, present or future, based upon, arising out of, or in any way relating to DEVELOPER's
3 (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions
4 related to this Agreement, performance under this Agreement, or failure to comply with the
5 requirements of this Agreement including, but not limited to (a) property damage, (b) bodily
6 injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California
7 Constitution, the Fifth Amendment of the United States Constitution, or any other law, ordinance
8 or regulation caused by the diversion of waters from the natural drainage patterns or the discharge
9 of drainage within or from PROJECT, or (d) any other element of any kind or nature whatsoever.

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

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

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

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

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

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

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

16 RIVERSIDE COUNTY FLOOD CONTROL	CITY OF PERRIS
17 AND WATER CONSERVATION DISTRICT	101 North D Street
18 1995 Market Street	Perris, CA 92570
19 Riverside, CA 92501	Attn: Habib Motlagh, City Engineer
20 Attn: Contract Services Section	

21 CPT PERRIS INDUSTRIAL LLC
22 601 S. Figueroa Street, Suite 2150
23 Los Angeles, CA 90017
24 Attn: Jon Carley

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

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

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

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

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

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

23 17. This Cooperative Agreement is intended by the parties hereto as a final
24 expression of their understanding with respect to the subject matters hereof and as a complete and
25 exclusive statement of the terms and conditions thereof and supersedes any and all prior and

1 contemporaneous agreements and understandings, oral or written, in connection therewith. This
2 Cooperative Agreement may be changed or modified only upon the written consent of the parties
3 hereto.

4 //

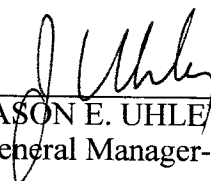
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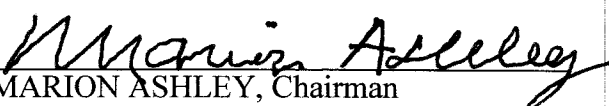
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
MAY 22 2018

(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

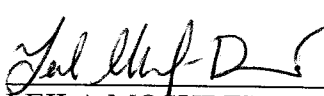
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

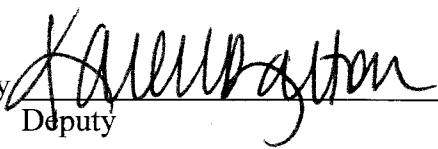
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement with City of Perris and CPT Perris Industrial LLC
Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
03/05/18
TRI:blm

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CITY OF PERRIS

By _____
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
ERIC DUNN
City Attorney

By _____
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement with City of Perris and CPT Perris Industrial LLC
Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
03/05/18
TRI:blm

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CPT PERRIS INDUSTRIAL LLC,
a Delaware limited liability company

By Tom Mullahey
THOMAS E. MULLAHEY
Authorized Signatory

Cooperative Agreement with City of Perris and CPT Perris Industrial LLC
Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
03/05/18
TRI:blm

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On March 20, 2018 before me, Aimee Sloan, Notary Public, personally appeared Thomas Mullahey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



(Notarial Seal)

Signature



Printed Name

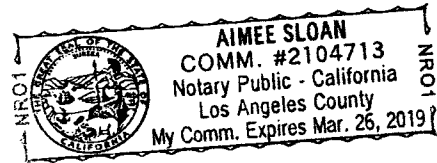


Exhibit A

Form No. 1068-2

Commitment No.: NCS -786371-B-
ONT1

ALTA Plain Language Commitment

Page Number: 4

SCHEDULE A

1. Commitment Date: December 04, 2017 at 7:30 A.M.
2. Policy or Policies to be issued: Amount
 - (A) ALTA Owner's Policy \$To Be Determined
ALTA Standard Owner Policy
Proposed Insured:
To Be Determined
 - (B) ALTA Loan Policy \$To Be Determined
To Be Determined
Proposed Insured:
To Be Determined
3. (A) The estate or interest in the land described in this Commitment is:
Fee
(B) Title to said estate or interest at the date hereof is vested in:
CPT Perris Industrial, LLC, a Delaware limited liability company
4. The land referred to in this Commitment is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 36678, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 242,
PAGES 64 THROUGH 68, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 314-161-011-2 (Portion of said land)
314-161-012-3 (Portion of said land)
314-161-013-4 (Portion of said land)
314-161-014-5 (Portion of said land)
314-161-015-6 (Portion of said land)
314-161-016-7 (Portion of said land)
314-161-017-8 (Portion of said land)
314-161-018-9 (Portion of said land)
314-161-019-0 (Portion of said land)
314-161-020-0 (Portion of said land)
314-161-021-1 (Portion of said land)
314-161-022-2 (Portion of said land)
314-161-023-3 (Portion of said land)
314-161-024-4 (Portion of said land)
314-161-025-5 (Portion of said land)
314-161-026-6 (Portion of said land)
314-161-027-7 (Portion of said land)
314-161-028-8 (Portion of said land)

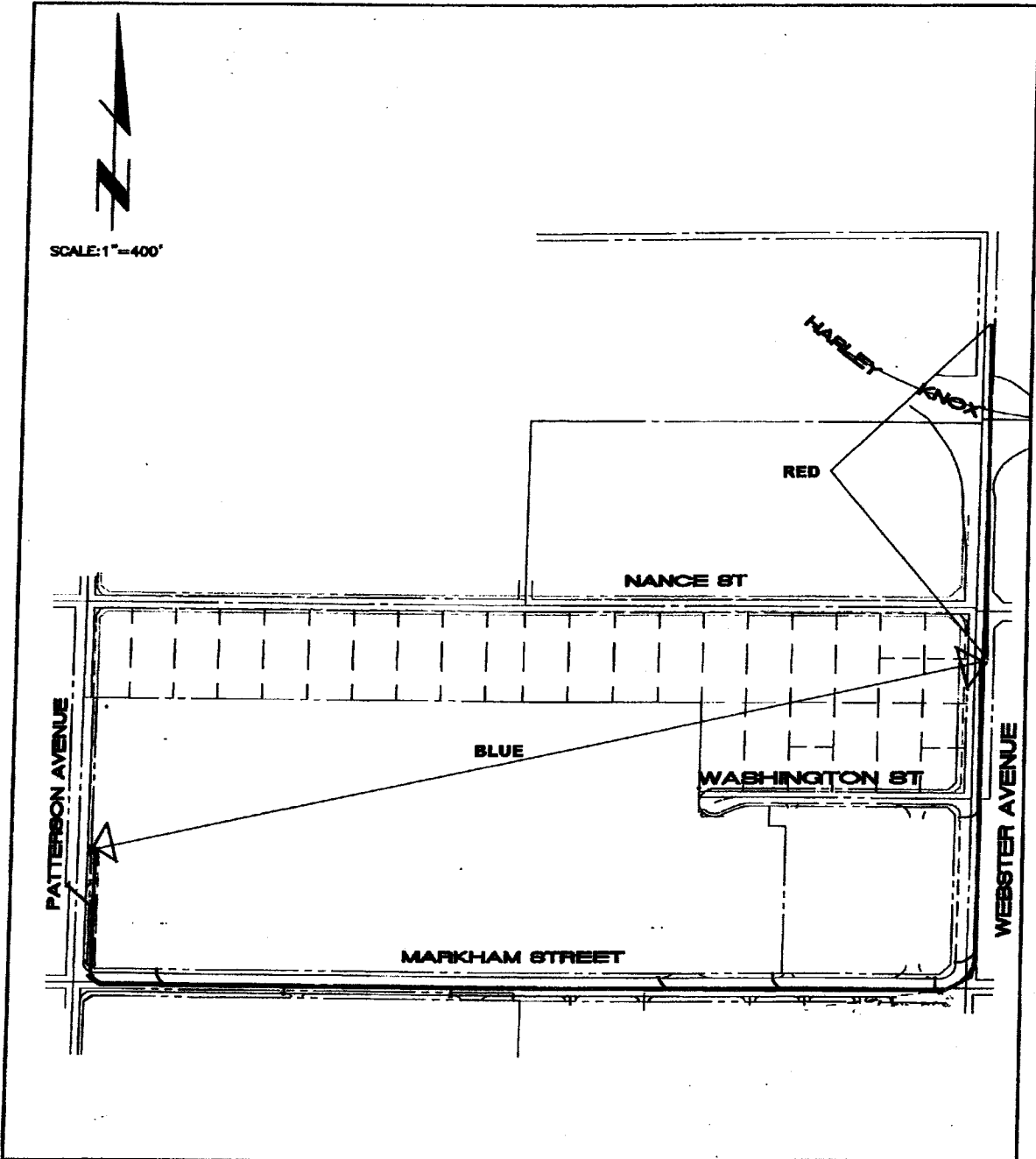
314-161-029-9 (Portion of said land)
314-161-030-9 (Portion of said land)
314-161-031-0 (Portion of said land)
314-161-032-1 (Portion of said land)
314-161-033-2 (Portion of said land)
314-161-034-3 (Portion of said land)
314-161-035-4 (Portion of said land)
314-161-036-5 (Portion of said land)
314-161-037-6 (Portion of said land)
314-161-038-7 (Portion of said land)
314-161-039-8 (Portion of said land)
314-161-040-8 (Portion of said land)
314-161-041-9 (Portion of said land)
314-162-017-1 (Portion of said land)
314-162-018-2 (Portion of said land)
314-162-019-3 (Portion of said land)
314-162-020-3 (Portion of said land)
314-162-021-4 (Portion of said land)
314-162-022-5 (Portion of said land)
314-162-023-6 (Portion of said land)
314-162-024-7 (Portion of said land)
314-162-025-8 (Portion of said land)
314-162-026-9 (Portion of said land and other property)
314-162-035-7 (Portion of said land)
314-162-036-8 (Portion of said land)
314-162-037-9 (Portion of said land)
314-162-038-0 (Portion of said land)
314-162-039-1 (Portion of said land)
314-162-040-1 (Portion of said land)

314-160-002-1 (New APN not yet assessed)

COOPERATIVE AGREEMENT

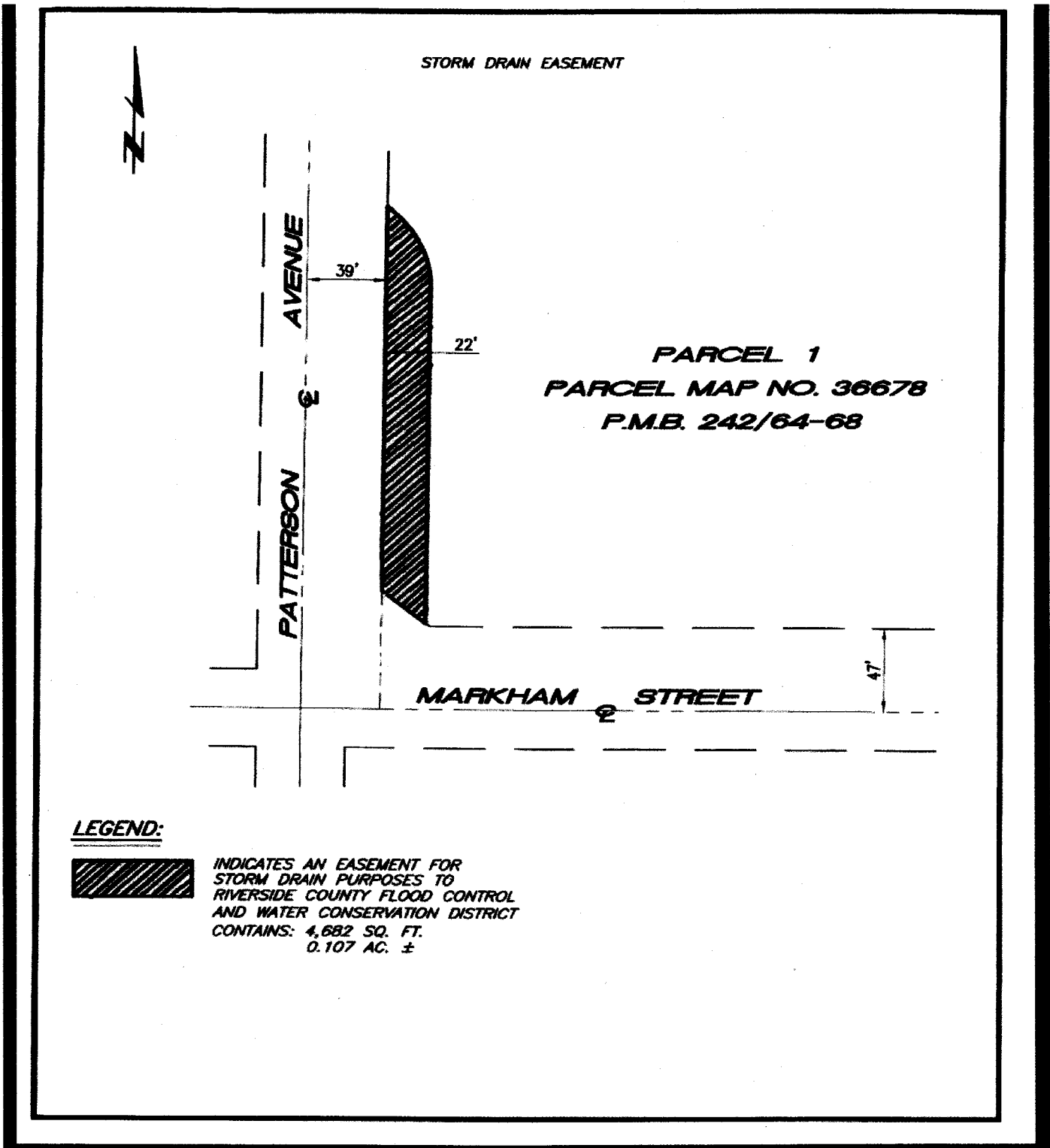
Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
Parcel Map No. 36678

Exhibit B



COOPERATIVE AGREEMENT
Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
Parcel Map No. 36678

Exhibit C



COOPERATIVE AGREEMENT
Perris Valley MDP Lateral B-5, Stage 2
Project No. 4-0-00461
Parcel Map No. 36678