

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



ITEM  
11.3  
(ID # 9265)

**MEETING DATE:**

Tuesday, March 19, 2019

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside and Southwest Premier Properties, LLC for Perris Valley MDP Lateral H-10, Stage 1 and Perris Valley MDP Lateral H-11, Stage 1 (Plot Plan No. 26220), Project Nos. 4-0-00499 and 4-0-00502, CEQA Nothing Further is Required, District 1. [\$0] (Companion Item to MT Item No. 9113)

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

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration (MND) and have been avoided or mitigated pursuant to that earlier MND;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County) and Southwest Premier Properties, LLC (Developer);
3. Authorize the Chairman to execute the agreement documents on behalf of the District;
4. Direct the Clerk of the Board to return three (3) executed Cooperative Agreements to the District and one (1) executed Cooperative Agreement to the County; and
5. Direct the Clerk of the Board to file the Notice of Determination (NOD) with the County Clerk within five working days of approval by the Board.

**ACTION:**Policy


  
Bob Cullen, Assistant Chief Engineer 3/6/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 19, 2019  
xc: Flood, Transp., Recorder

Kecia Harper  
Clerk of the Board  
By:   
Deputy  
**11.3**

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> The Developer is funding all construction and construction inspection costs (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Plot Plan No. 26220 are to be constructed by Developer and inspected, operated and maintained by the District, County 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 Perris Valley MDP Lateral H-10, Stage 1 and Perris Valley MDP Lateral H-11, Stage 1 facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of a trapezoidal channel, the mainline storm drain systems greater than 36 inches in diameter, riprap surface, slope protection barriers, signage, fencing and a maintenance access road. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets and connector pipes, and laterals that are 36 inches or less in diameter located within County rights of way. The Developer will retain ownership of a 24-inch reinforced concrete pipe and a basin outlet structure located within private-held rights of way.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Transportation Department's agenda this same date.

**Environmental Findings**

Pursuant to Section 15096 of the State CEQA Guidelines, the District, in its limited capacity as a Responsible Agency, considered the Mitigated Negative Declaration (MND) that was prepared for the project by the Lead Agency and independently finds that the MND adequately covers the District's plan check, inspection, and the operation and future maintenance of the flood control facilities that are the subject of the Agreement. Furthermore, the District finds that no significant impacts will occur as a result of the plan check, inspection, operation and future maintenance of the proposed flood control facilities that are the subject of the Agreement, and no further

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analysis under CEQA is required. Therefore, Clerk of the Board will file the attached NOD with the County Clerk within five working days of approval by the Board.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Plot Plan No. 26220. The principal beneficiaries are the future tenants of the property.

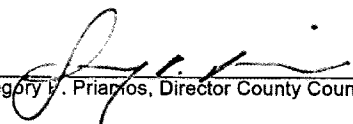
**Additional Fiscal Information**

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
3. Notice of Determination
4. Authorization to Bill

AMR:CAT:blm  
P8/224681

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      3/12/2019

**NOTICE OF DETERMINATION**

**To:**  Office of Planning and Research  
Post Office Box 3044, 1400 Tenth Street,  
Room 222  
Sacramento, CA 95812-3044

**Responsible Agency:** **Riverside County Flood Control and Water Conservation District**  
1995 Market Street  
Riverside, CA 92501  
Contact: Randy Sheppard  
951.955.1306

County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

Original Negative Declaration/Notice of Determination was routed to County Clerk for posting on. 3/20/19 Date EW Initial

**Lead Agency:** **Riverside County Planning Department**  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

**Subject:** Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

**State Clearinghouse Number:** N/A

**Project Title:** Perris Valley Master Drainage Plan (MDP) Lateral H-10, Stage 1 and H-11, Stage 1 Cooperative Agreement.

**Project Location:** The project site is located in the unincorporated Perris area of western Riverside County. More specifically, the project is bounded by Harvill Avenue to the west, a privately-owned lot to the north (APN 317-230-047), Placentia Avenue to the south and the Interstate 215/Riverside County Transportation Commission (RCTC) Railroad (RR) corridor to the east and encompasses Assessor's Parcel Numbers (APNs) 317-240-008, 317-240-013, 317-240-015, 317-240-032 and 317-240-035. See Attachment 1 Vicinity Map.

**Project Description:**

The "Project" referenced in this Notice of Determination is the discretionary approval by the Riverside County Flood Control and Water Conservation District (District) to enter into a Cooperative Agreement with the RCTC and Southwest Premier Properties, LLC (Developer) for the Perris Valley MDP Lateral H-10 and H-11 storm drain and channel. The Agreement is necessary to formalize the transfer of necessary rights of way, to provide for District construction inspection, and subsequent operation and maintenance of the facilities. The County of Riverside has assumed responsibility as CEQA lead agency for Plot Plan 26220 and has adopted a Mitigated Negative Declaration (MND). Acceptance of the associated right of way and operations and maintenance of said facilities will not result in significant adverse impacts.

**CEQA Determination:** This is to advise that the District, as a Responsible Agency, has considered the MND adopted by the County and has made the following determinations:

1. Accepting the flood control facilities as described in the Cooperative Agreement for future maintenance is within the scope of the County's MND, and all environmental effects have been adequately addressed, therefore, no further CEQA review is required.
2. The Project will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for Plot Plan 26220, however, no mitigation measures are required for the Cooperative Agreement.
4. A Statement of Overriding Considerations was not adopted for this project.
5. Findings were made by the lead agency pursuant to the provisions of CEQA.

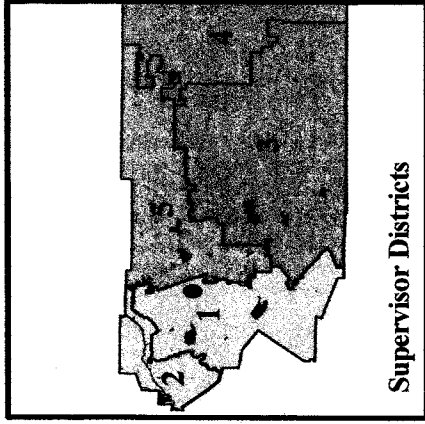
**Documents Available for Review:** This is to certify that the Mitigated Negative Declaration and records of this project's approval are available to the general public at Riverside County Flood Control and Water Conservation District, 1995 Market Street Riverside, CA 92501

**Public Agency Signature:** [Signature] **Title:** General Manager-Chief Engineer **Date:** 3-7-19  
JASON E. UHLEY

CAT:RS:blm

Attachment 1: Vicinity Map

MAR 19 2019 11.3



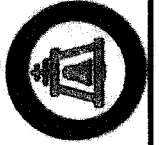
**LEGEND:**

Project Vicinity

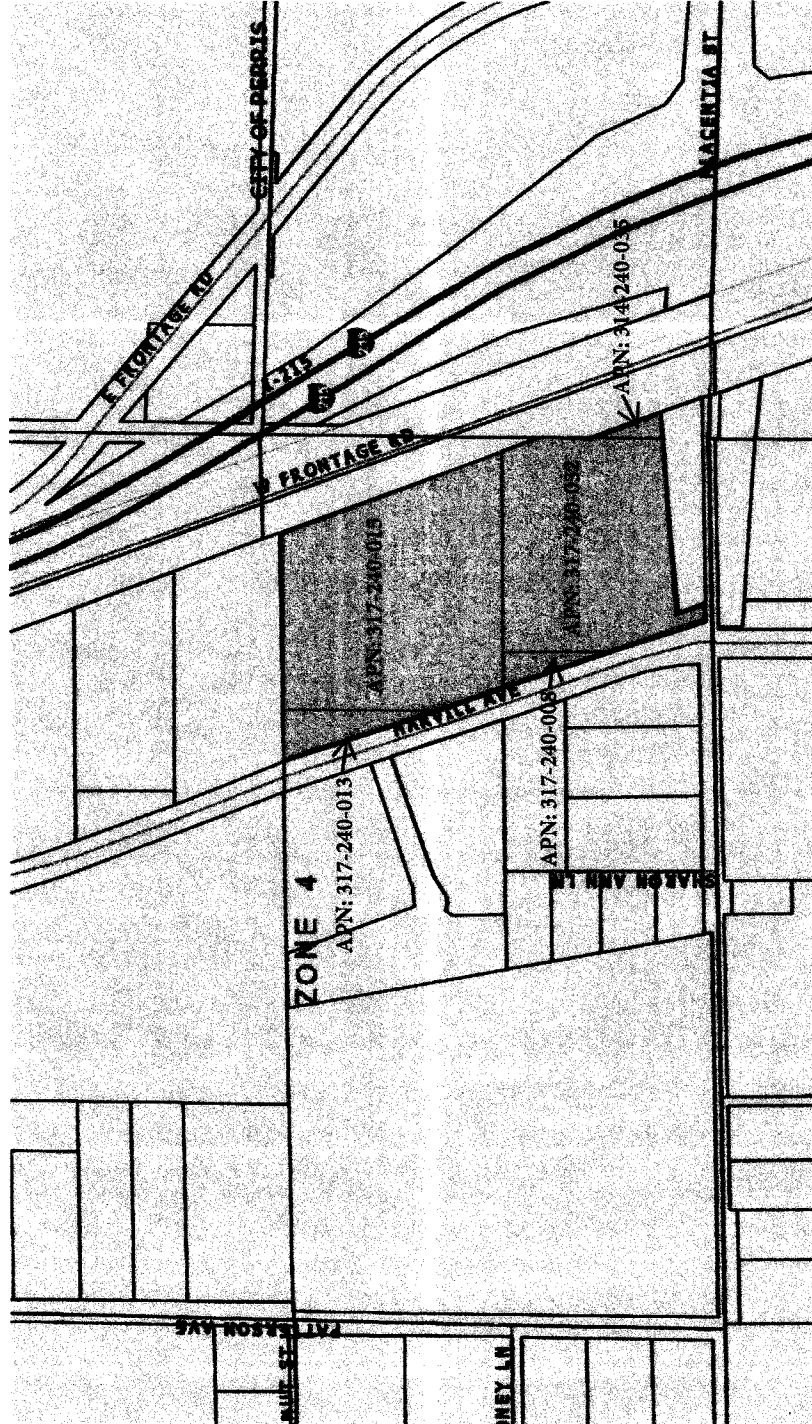
Supervisory District

**DESCRIPTION:**

Perris Valley MDP Lateral H-10,  
 Stage 1; Perris Valley MDP Lateral  
 H-11, Stage 1 (Plot Plan No. 26220)



Attachment 1



RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 2/4/2019 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660

DEPT ID: 947140 PROGRAM:

AMOUNT: \$50.00

REF:

CDFW CEQA Notice of Exemption Filing Fee for Perris Valley MDP Lateral H-10 and Perris Valley MDP Lateral H-11, Stage 1 (Plot Plan 26220) - Cooperative Agreement - Proj. No. 137-0-3-75278-00-00-0000-000

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: Karinne Hansen Ext 54330

[Handwritten signature]

PRESENTED BY: Carol Thompson Ext 52313

CONTACT: Randy Sheppeard Ext 51306

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

COOPERATIVE AGREEMENT  
Perris Valley MDP Lateral H-10, Stage 1  
Perris Valley MDP Lateral H-11, Stage 1  
Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), and Southwest Premier Properties, LLC, a Texas limited liability company ("DEVELOPER"), (together, the "Parties"). The Parties hereto 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 Plot Plan No. 26220 located in an unincorporated area of western Riverside County. As a condition of approval for Plot Plan No. 26220, 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 Plot Plan No. 26220 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, are identified in DISTRICT's Perris Valley Master Drainage Plan ("MDP"), as shown on DISTRICT's Drawing No. 4-1124, and as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof and includes the construction of:

(i) Approximately 225 lineal feet of trapezoidal concrete channel, 1,547 lineal feet of underground storm drain system, approximately 43 lineal feet of surface and maintenance access road ("LATERAL H-11"). At its upstream terminus, LATERAL H-11 will

connect under Harvill Avenue to the proposed Perris Valley MDP Lateral H-11, Stage 2 facility for Plot Plan No. 26173;

(ii) Approximately 85 lineal feet of underground storm drain system ("LATERAL H-10") that starts at culvert located on northeast corner of Harvill Avenue and Placentia Avenue and confluences on the southerly side of LATERAL H-11. At its upstream terminus, LATERAL H-10 will connect to the COUNTY's existing road culvert;

(iii) All safety devices requested by DISTRICT, including but not limited to slope protection barriers, signage and fencing, ("SAFETY DEVICES") at inlet and outlet locations. SAFETY DEVICES shall be purchased and installed by DEVELOPER, and subject to DISTRICT's inspection and approval. LATERAL H-11, LATERAL H-10 and SAFETY DEVICES are hereinafter called ("DISTRICT DRAINAGE FACILITIES");

(iv) Approximately 56 lineal feet of riprap surface, head wall and turnaround, located on the Riverside County Transportation Commission's ("RCTC") property, ("RCTC APPURTENANCES"). DISTRICT and RCTC anticipate entering into an Access Agreement to address the ingress and egress for the operation and maintenance of RCTC APPURTENANCES; and

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

E. Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of approximately 58 lineal feet of 24-inch reinforced concrete pipe and basin outlet structure ("DEVELOPER FACILITIES") located within DEVELOPER held rights of way or easements. DEVELOPER FACILITIES are to be initially owned and



maintained by DEVELOPER, and subsequently owned and maintained by the Property Owners' for Plot Plan 26220; and

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

G. On or about July 12, 2018, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT DRAINAGE FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced construction of the At-Risk Portion of the project between Stations 16+57.62 and 28+40.50; and

H. DEVELOPER and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

I. DEVELOPER and DISTRICT desire COUNTY to accept ownership and responsibility for the operation and maintenance of COUNTY APPURTENANCES. Therefore, COUNTY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect and approve the construction of COUNTY APPURTENANCES; and

J. DISTRICT is willing to: (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved

plans and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein, and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY APPURTENANCES; and

K. COUNTY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE FACILITIES and COUNTY APPURTENANCES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of way, and (v) accept ownership and responsibility for the operation and maintenance of COUNTY APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

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

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and COUNTY for their review and approval.
2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS,

review and approval of rights of way and conveyance documents, and with the processing and administration of this Cooperative Agreement.

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

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for Plot Plan No. 26220 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and COUNTY.

5. Prior to commencing construction, Furnish DISTRICT and COUNTY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers,

California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

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

7. Provide COUNTY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Plot Plan No. 26220 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of COUNTY APPURTENANCES as determined by COUNTY. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and COUNTY as complete; at which time the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work, labor or materials.

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

9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for Plot Plan No. 26220, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

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

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

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

13. Furnish DISTRICT with final mylar plans for DISTRICT DRAINAGE FACILITIES, and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

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

15. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and COUNTY employees on the site.

16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section 1.8., a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

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

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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



architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. Pollution Liability:

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If DEVELOPER or its construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER or its construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

F. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A: 8) unless such

requirements are waived, in writing, by the County 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 including all endorsements and all attachments thereto, showing such insurance is in full force and effect.

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

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

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

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to

perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

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

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and COUNTY conduct a final inspection of COUNTY APPURTENANCES. It is mutually understood that, prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

20. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, for the rights of way, as shown in concept in red on Exhibit "C" attached hereto and made a part hereof.

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,

guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable..

22. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES, COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY APPURTENANCES, and the Property Owner's accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

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

24. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT DRAINAGE 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".

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

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

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.10.
5. Inspect construction of DISTRICT DRAINAGE FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) the completion of DISTRICT DRAINAGE FACILITIES construction, (ii) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (iii) DISTRICT acceptance of PROJECT construction as being complete, (iv) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.24., (v) recordation of all conveyance documents described in Section I.20., (vi) COUNTY acceptance of all necessary street rights of way as deemed necessary by DISTRICT and COUNTY for the ownership, operation, and maintenance of DISTRICT DRAINAGE FACILITIES and COUNTY APPURTENANCES, (vii) COUNTY acceptance of COUNTY APPURTENANCES for ownership, operation, and maintenance, and (viii) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

9. Provide COUNTY with a reproducible duplicate copy of the "record drawings" of PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

### SECTION III

COUNTY shall:

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

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

3. Inspect PROJECT construction.



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

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

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

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

8. Not grant any occupancy permits for any units within any portion of Plot Plan No. 26220, or any phase thereof, until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

9. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE 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.

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

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

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

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

8. Not grant any occupancy permits for any units within any portion of Plot Plan No. 26220, or any phase thereof, until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

9. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE 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.

SECTION IV

It is further mutually agreed:

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

2. COUNTY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, 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. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

4. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this 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 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 COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

5. 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 PLANS as deemed necessary by DISTRICT.

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

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

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless

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

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

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or

awards), DISTRICT and COUNTY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

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

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

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

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

9. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY, their respective officers, agents, and employees from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown,

present or future, including, but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or COUNTY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DISTRICT DRAINAGE FACILITIES and COUNTY APPURTENANCES, after the acceptance of DISTRICT DRAINAGE FACILITIES and COUNTY APPURTENANCES by DISTRICT and COUNTY, respectively.

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

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

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contract Services Section

COUNTY OF RIVERSIDE  
4080 Lemon Street, 8th Floor  
Riverside, CA 92502-1090  
Attn: Transportation Department  
Plan Check Section

SOUTHWEST PREMIER PROPERTIES, LLC  
Post Office Box 1397  
Tolleson, AZ 85353  
Attn: Chad Killebrew

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

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

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

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



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

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

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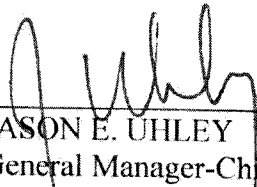
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(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

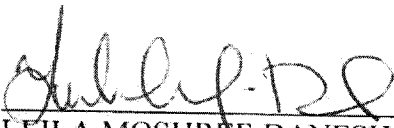
By \_\_\_\_\_  
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
LEILA MOSHREF-DANESH  
Deputy County Counsel


By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement for  
Perris Valley MDP Lateral H-10, Stage 1  
Perris Valley MDP Lateral H-11, Stage 1  
Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220  
02/21/19  
AMR:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
PATRICIA ROMO  
Director of Transportation

By \_\_\_\_\_  
KEVIN JEFFRIES, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By \_\_\_\_\_  
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel


By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement for  
Perris Valley MDP Lateral H-10, Stage 1  
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Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220  
02/21/19  
AMR:blm

**SOUTHWEST PREMIER PROPERTIES, LLC**  
a Texas limited liability partnership

By: MC Ventures, LLC,  
an Alaska limited liability company,  
its Manager

By:   
JERRY MOYÉS  
Manager

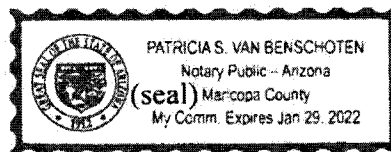
(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement for  
Perris Valley MDP Lateral H-10, Stage 1  
Perris Valley MDP Lateral H-11, Stage 1  
Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220  
02/21/19  
AMR:blm

State of Arizona  
County of Maricopa

The foregoing instrument was acknowledged before me this 26 day of February,  
2019, by Jerry Moyes (name of acknowledging partner or agent),  
partner (or agent) on behalf of Southwest Premier Properties, LLC (name of partnership), a  
partnership.

Patricia S. VanBenschoten  
Notary Public



# Exhibit A

## LEGAL DESCRIPTION

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

THOSE PORTIONS OF LOTS 6, 7, 9 AND 10 OF REVISED MAP OF CHANDLER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON A MAP RECORDED IN BOOK 1, OF MAPS AT PAGE 33, RECORDS OF RIVERSIDE COUNTY, AND OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHWESTERLY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 63 OF RECORD OF SURVEY AT PAGE 36, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

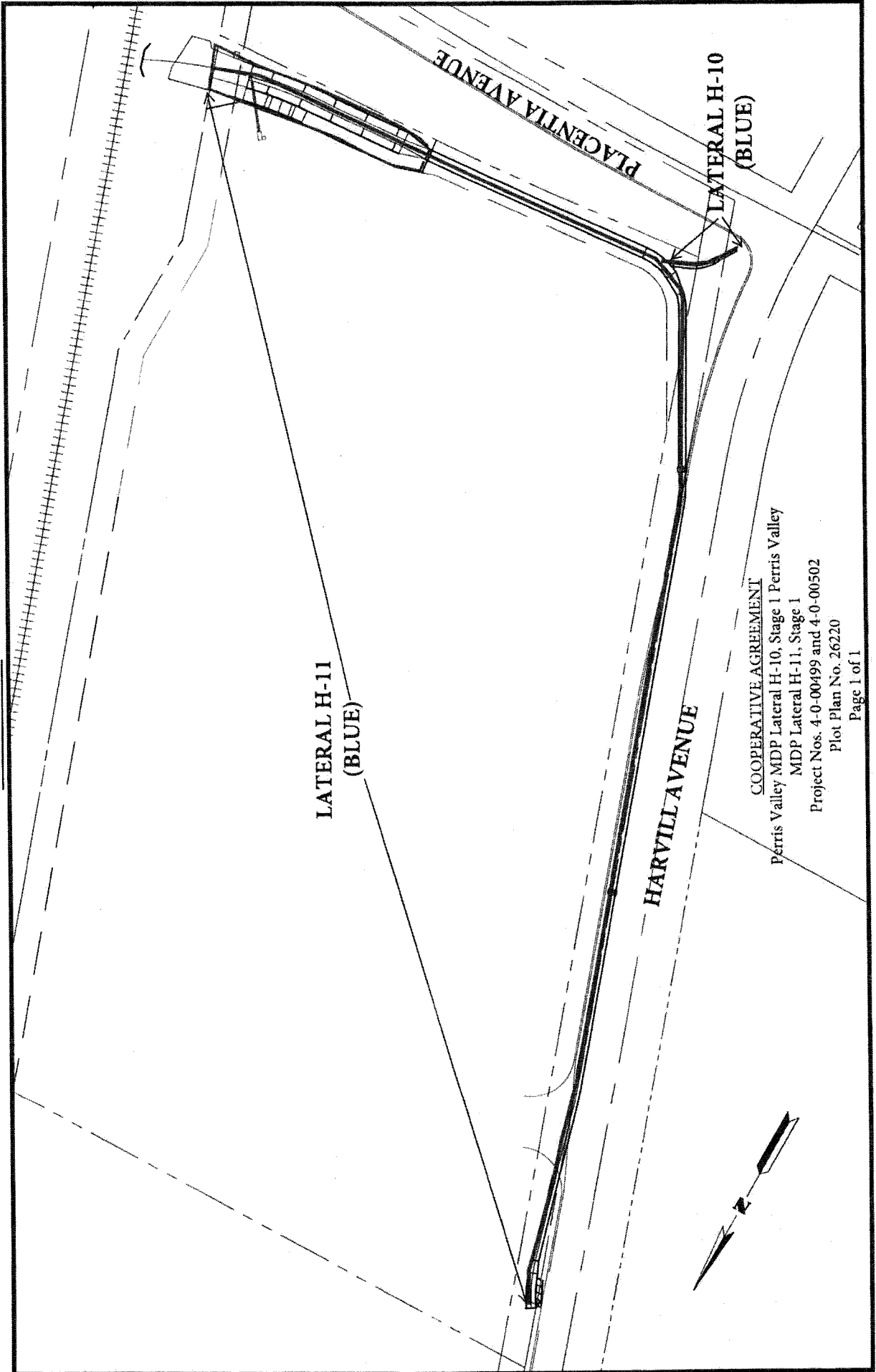
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89°05'45" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 134.94 FEET, TO THE SOUTHWEST LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY (150 FEET WIDE), THENCE NORTH 20°08'00" WEST ALONG SAID SOUTHWEST LINE, 154.31 FEET, TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF A PARCEL CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 12, 1990 AS INSTRUMENT NO. 216051 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THENCE SOUTH 84°56'51" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 349.36 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE OF SAID PARCEL, THENCE SOUTH 83°41'40" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 264.24 FEET TO THE NORTHWEST CORNER OF SAID PARCEL CONVEYED TO THE STATE OF CALIFORNIA, THENCE SOUTH 20°08'00" EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 83.29 FEET TO THE NORTH LINE OF PLACENTIA AVENUE (20.00 FOOT HALF WIDTH) THENCE NORTH 86°16'30" EAST ALONG SAID NORTH LINE A DISTANCE OF 31.62 FEET TO THE EAST LINE OF HARVILL AVENUE (88.00 FEET WIDE), SAID LINE ALSO BEING THE WESTERLY LINE OF THE IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES AS RECORDED MARCH 7, 1978 AS INSTRUMENT NO. 42045 OF OFFICIAL RECORDS, OF RIVERSIDE COUNTY, CALIFORNIA, THENCE NORTH 20°08'00" WEST ALONG SAID EAST LINE OF HARVILL AVENUE A DISTANCE OF 1386.16 FEET TO THE CENTER LINE OF WALNUT AVENUE, VACATED AS RECORDED MAY 11, 2009 AS INSTRUMENT NO. 233145 OF OFFICIAL RECORDS, OF RIVERSIDE COUNTY, CALIFORNIA, THENCE NORTH 88°06'42" EAST ALONG SAID CENTERLINE A DISTANCE OF 709.58 FEET TO THE SOUTHWEST LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY (100 FEET WIDE), THENCE SOUTH 20°08'00" EAST ALONG SAID SOUTHWEST LINE A DISTANCE OF 865.12 FEET TO THE WEST LINE OF SAID SECTION 18, THENCE SOUTH 00°14'23" EAST, ALONG SAID WEST LINE, A DISTANCE OF 146.94 FEET TO AN ANGLE POINT IN SAID SOUTHWEST LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY RIGHT OF WAY (150 FEET WIDE), THENCE SOUTH 20°08'00" EAST ALONG SAID SOUTHWEST LINE A DISTANCE OF 238.47 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS EXHIBIT "A" ATTACHED TO THAT CERTAIN CERTIFICATE OF PARCEL MERGER NO. 02026, RECORDED APRIL 19, 2018 AS INSTRUMENT NO. 2018-0152033 OF OFFICIAL RECORDS.

APN: 317-240-013-9; 317-240-015-1; 317-240-008-5; 317-240-035-9; 317-240-032-6

Cooperative Agreement  
Perris Valley MDP Lateral H-10, Stage 1  
Perris Valley MDP Lateral H-11, Stage 1  
Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220

**EXHIBIT B**



LATERAL H-11  
(BLUE)

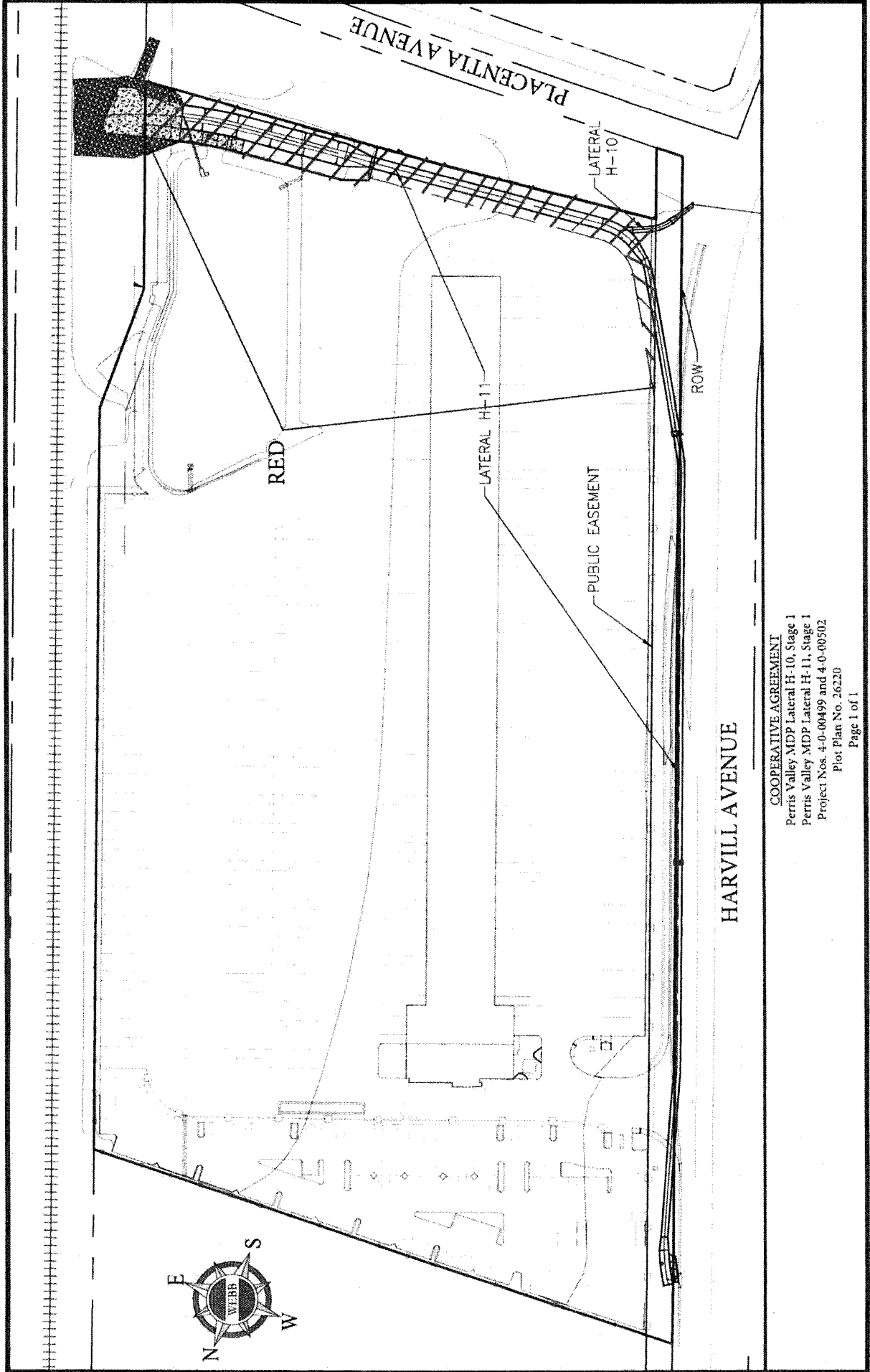
PLACENTA AVENUE

LATERAL H-10  
(BLUE)

HARVILL AVENUE

COOPERATIVE AGREEMENT  
Perris Valley MDP Lateral H-10, Stage 1 Perris Valley  
MDP Lateral H-11, Stage 1  
Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220  
Page 1 of 1

EXHIBIT C



COOPERATIVE AGREEMENT  
Perris Valley MDP Lateral H-10, Stage 1  
Perris Valley MDP Lateral H-11, Stage 1  
Project Nos. 4-0-00499 and 4-0-00502  
Plot Plan No. 26220  
Page 1 of 1