

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



ITEM: 11.1
(ID # 13242)

MEETING DATE:

Tuesday, September 01, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Perris and IDIL Ramona, LLC for Perris Valley MDP Line E, Stage 4 (Parcel Map No. 37457), Project No. 4-0-00488, Nothing Further is Required Under CEQA, District 5. [\$0]

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 City of Perris (City) and IDIL Ramona, LLC (Developer);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
5. Direct the Clerk of the Board to return five (5) copies of the executed Cooperative Agreements to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 9/20/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: September 1, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Parcel Map No. 37457 are to be constructed by the 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 Perris Valley MDP Line E, Stage 4 facility within the Perris Valley Master Drainage Plan (MDP).

Upon completion of the drainage facility construction, the City will assume ownership, operation and maintenance of Perris Valley MDP Line E, Stage 4 in the interim until such time as the District assumes ownership, operation and maintenance in accordance with the terms and conditions as set forth in the Agreement. The City will assume ownership and responsibility for certain street inlets, connector pipe, curb and gutter, and lateral storm drains that are 36 inches or less in diameter that are located within City-held easements or rights of way. The Developer will retain ownership and responsibility of a low flow pump lift station and its associated appurtenances that are located within Developer-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.

Environmental Findings

Pursuant to Section 15096 of the State CEQA Statutes and Guidelines, the District, in its limited capacity as a responsible agency, considered the Mitigated Negative Declaration (MND) that was prepared by the Lead Agency, the City of Perris, for the Developer's project and independently finds that the MND adequately covers the District's project. No significant adverse impacts will result from execution of the Cooperative Agreement or from the operation and maintenance of the flood control facilities that are the subject of the Agreement. As such, nothing further is required under CEQA.

Impact on Residents and Businesses

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As noted above, construction of these drainage improvements is a requirement for the development of Parcel Map No. 37457. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's 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
3. CEQA Fee Receipt

AMR:blm
P8/232910



Jason Farin, Principal Management Analyst 8/24/2020



Gregory H. Priamos, Director County Counsel 8/24/2020

COOPERATIVE AGREEMENT
Perris Valley MDP Line E, Stage 4
Project No. 4-0-00488
Parcel Map No. 37457

This Cooperative Agreement ("Agreement"), dated as of September 1, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Perris, a municipal corporation of the State of California ("CITY"), and IDIL Ramona, LLC, a Delaware 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 Parcel Map No. 37457 located in the city of Perris. As a condition of approval for Parcel Map No. 37457, 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 No. 37457 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. 4-1145 and as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, and includes the construction of:

- i. Perris Valley MDP Line E, Stage 4 ("LINE E, STAGE 4"), which is comprised of approximately 1,320 lineal feet of 14'W x 7'H reinforced concrete box, 14'W x 5'H double reinforced concrete box and transition structures. At its upstream

terminus, LINE E, STAGE 4 will connect to the proposed Perris Valley MDP Line E, Stage 2 facility as shown on DISTRICT's Drawing No 4-1070. At its downstream terminus, LINE E, STAGE 4 will connect to an existing 14'W x 7'H CITY culvert crossing under Indian Avenue; and

- ii. All safety devices requested by DISTRICT staff during PROJECT construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER and are subject to DISTRICT inspection and approval. Together, LINE E, STAGE 4 and SAFETY DEVICES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

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

E. Also associate with the construction of DISTRICT DRAINAGE FACILITIES is a low flow pump lift station and its associated appurtenances located within DEVELOPER held easements or rights of way ("DEVELOPER FACILITIES"); and

F. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and DEVELOPER FACILITIES are hereinafter called

"PROJECT"; and

G. All parties recognize and acknowledge that DISTRICT DRAINAGE FACILITIES will not become a fully functioning flood control drainage system until such time that the proposed construction of the Perris Valley MDP Line E for the reaches at the downstream terminus of LINE E, STAGE 4 and the proposed Perris Valley MDP Line E, Stage 5 for the upstream terminus of LINE E, STAGE 4 are completed. Perris Valley MDP Line E, Stage 5 is hereinafter called "PROPOSED LINE E, STAGE 5"; and

H. PROPOSED LINE E, STAGE 5 is to be constructed pursuant to a separate Cooperative Agreement between DISTRICT and CITY. Said Cooperative Agreement is hereinafter called the "LINE E, STAGE 5 AGREEMENT". DISTRICT will not accept LINE E, STAGE 4 for ownership, operation and maintenance until PROPOSED LINE E, STAGE 5 is completed pursuant to its respective Cooperative Agreement and accepted for ownership, operation and maintenance by DISTRICT; and

I. CITY is willing to assume ownership, operation and maintenance responsibilities of DISTRICT DRAINAGE FACILITIES on an interim basis as set forth herein, with the recognition and understanding that the actual acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance responsibilities by DISTRICT is entirely dependent upon: (i) the construction of PROPOSED LINE E, STAGE 5 being complete; (ii) DISTRICT acceptance of ownership and responsibility for the operation and maintenance of PROPOSED LINE E, STAGE 5; (iii) DISTRICT DRAINAGE FACILITIES being constructed in accordance with plans and specifications approved by DISTRICT and as set forth herein; (iv) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition; and (v) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control

drainage system as solely determined by the DISTRICT; and

J. CITY and DEVELOPER desire DISTRICT to ultimately 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 DISTRICT DRAINAGE FACILITIES and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

K. DISTRICT and DEVELOPER desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCS. Additionally, it is mutually understood and agreed that CITY shall assume ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of PROJECT; and

L. 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) ultimately assume 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 CITY approved plans and specifications; (c) accept ownership and responsibility for the operation and maintenance PROJECT following completion of PROJECT construction until such time as CITY accepts ownership and responsibility for the operation and maintenance of both DISTRICT DRAINAGE FACILITIES and APPURTENANCES; (d) accepts sole ownership and responsibility of

the operation and maintenance of DEVELOPER FACILITIES; and (e) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES as set forth herein; and

M. CITY 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; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way; (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY; (vi) assume ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY; and (vii) ultimately convey to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein.

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 CITY

standards, and submit to DISTRICT and CITY for their respective 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 Agreement.

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, 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 DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

4. Grant DISTRICT and CITY, 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.

5. Prior to commencing construction, secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of

entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and CITY, 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 Parcel Map No. 37457 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 CITY.

6. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY 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").

7. Provide CITY, upon execution of this Agreement or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 37457 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 APPURTENANCES as determined by CITY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE

FACILITIES are accepted by DISTRICT and CITY 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: Construction Management Section), after receiving DISTRICT's clearance for PROJECT construction, with twenty (20) days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. Obtain and provide DISTRICT (Attention: Real Estate Services Section), after receiving DISTRICT's clearance for PROJECT construction as set forth in Section I.8., with duly executed Irrevocable Offers(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 (Attention: Real Estate Services Section), 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 (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, 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 (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with 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.

13. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar PROJECT plans, and assign their ownership to DISTRICT and CITY, respectively, prior to the start on any portion of PROJECT construction.

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

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

16. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with 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, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

17. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY 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. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in EXHIBIT "C", attached hereto and made a part hereof. 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 CITY approved IMPROVEMENT PLANS.

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

20. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY 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 CITY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in red on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT (Attention: Real Estate Services Section) 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 CITY accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES. Further, it is mutually understood by the parties hereto that prior to CITY 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 determined by DISTRICT. If, subsequent to the inspection and in the discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

23. Upon CITY's acceptance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES for ownership, operation and maintenance, continue to accept ownership and sole responsibility for the operation and maintenance of DEVELOPER FACILITIES.

24. Upon completion of PROJECT construction but prior to CITY's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance and CITY acceptance of APPURTENANCES 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 (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer; (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record; and (iii) 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 DISTRICT DRAINAGE FACILITIES 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.

26. 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.

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 CITY 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. Provide CITY with a reproducible duplicate copy of "record drawings" of DISTRICT DRAINAGE FACILITIES plans upon: (i) DISTRICT acceptance of PROJECT construction as being complete; and (ii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT DRAINAGE FACILITIES plans as set forth in Section I.25.
9. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES from CITY upon: (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.20.; (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.25.; (iv) recordation of all conveyance documents described in Section I.21.; (v) CITY acceptance of APPURTENANCES for ownership, operation and

maintenance; (vi) DISTRICT acceptance of PROPOSED LINE E STAGE 5 construction as being complete; (vii) DISTRICT acceptance of PROPOSED LINE STAGE 5 for ownership, operation and maintenance; (viii) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT; and (ix) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

10. 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. 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 CITY.

11. Provide CITY with a reproducible duplicate copy of "record Drawings" of DISTRICT DRAINAGE FACILITIES plans upon: (i) DISTRICT acceptance of PROJECT construction as being complete; and (ii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT DRAINAGE FACILITIES plans as set forth in Section I.25.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds or letter of credit as provided herein.

3. Inspect PROJECT construction.
4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.
7. Upon completion of PROJECT construction 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, to the rights of way as shown on Exhibit "D".
8. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES and DISTRICT DRAINAGE FACILITIES upon:
(i) CITY inspection of PROJECT in accordance with Section I.20.; (ii) CITY acceptance of PROJECT construction as being complete; (iii) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES construction as being complete; and (iv) CITY receipt of stamped and signed record drawings of DISTRICT DRAINAGE FACILITIES plans as set forth in Section II.11.
9. Accept sole ownership and responsibility for the operation and

maintenance of DISTRICT DRAINAGE FACILITIES until such time as: (i) the construction of PROPOSED LINE E, STAGE 5 is completed; (ii) DISTRICT accepts ownership and responsibility for the operation and maintenance of PROPOSED LINE E, STAGE 5; (iii) DISTRICT DRAINAGE FACILITIES drain freely and are fully functioning as a flood control drainage system as solely determined by DISTRICT; and (iv) DISTRICT DRAINAGE FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

10. Prior to CITY's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES from DEVELOPER, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in acceptable condition, corrections shall be at DEVELOPER's sole expense. Following CITY's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance and prior to DISTRICT's 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. 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 CITY's sole expense.

11. Following CITY's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, not permit any change to or modification of DISTRICT DRAINAGE FACILITIES without the prior written permission and consent of DISTRICT.

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 Agreement and within eight (8) months 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 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 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.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice

12. Upon construction completion of PROPOSED LINE E, STAGE 5 but prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, or grant deed(s) of fee title where appropriate, in a form approved by DISTRICT, for the rights of way as deemed necessary solely by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.

13. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES until such time as DISTRICT DRAINAGE FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

14. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY 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 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.

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 DISTRICT DRAINAGE FACILITIES 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.

6. 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 to work the additional hours. The request shall be submitted to DISTRICT 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.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, 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, contractors, 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 arising from the performance of DEVELOPER, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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), the Indemnitees in any claim, proceeding or action for which

indemnification is required.

With respect to any action or claim subject to indemnification herein by DEVELOPER, 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, the County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless the Indemnitees herein 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 the Indemnitees to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, County of Riverside and CITY (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 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 CITY, 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 PROJECT, after the acceptance of PROJECT by CITY.

9. Any waiver by any party hereto 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 any party hereto 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 stopping such party from enforcement hereof.

10. 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 CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contract Services Section

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT
101 North D Street
Perris, CA 92570

IDIL RAMONA, LLC
840 Apollo Street, Suite 343
El Segundo, CA 90245
Attn: Stephen Hollis

11. This Agreement is to be construed in accordance with the laws of the

State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. 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.

13. 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 importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

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

15. 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.

16. 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.

17. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matters 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.

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.

//

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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

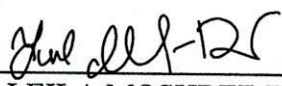
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)



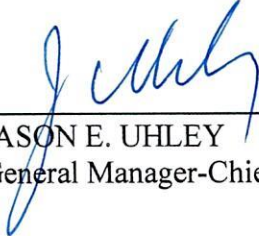
Cooperative Agreement with City of Perris and IDIL Ramona, LLC
Perris Valley MDP Line E, Stage 4
Project No. 4-0-00488
Parcel Map No. 37457
AMR:blm
05/20/2020

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-IHEM
Clerk of the Board

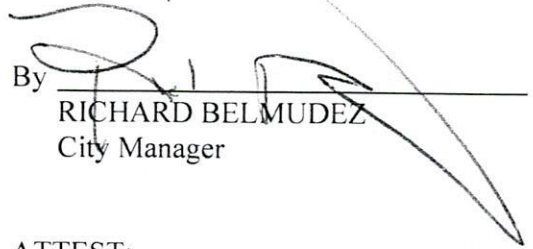
By _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

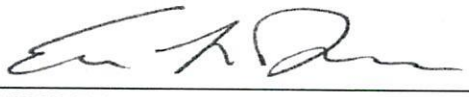
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Perris Valley MDP Line E, Stage 4
Project No. 4-0-00488
Parcel Map No. 37457
AMR:blm
05/20/2020

CITY OF PERRIS

By 
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

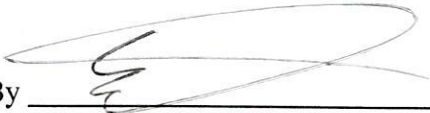
By 
ERIC DUNN
City Attorney

By 
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement with City of Perris and IDIL Ramona, LLC
Perris Valley MDP Line E, Stage 4
Project No. 4-0-00488
Parcel Map No. 37457
AMR:blm
05/20/2020

IDIL RAMONA LLC,
a Delaware limited liability company

By 

STEPHEN HOLLIS
Vice President Construction

Cooperative Agreement with City of Perris and IDIL Ramona, LLC
Perris Valley MDP Line E, Stage 4
Project No. 4-0-00488
Parcel Map No. 37457
AMR:blm
05/20/2020

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On June 9, 2020 before me, Zona L Lee, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Exhibit A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

PARCEL 1:

THAT PORTION OF LOT 5 OF BLOCK 11 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

LYING WESTERLY ON THE RANCHO SAN JACINTO NUEVO LINE. SAID LAND IS ALSO DESCRIBED AS GOVERNMENT LOT 6 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO AN OFFICIAL GOVERNMENT SURVEY THEREOF;

TOGETHER WITH THAT PORTION VACATED BY A RESOLUTION OF THE BOARD OF SUPERVISORS RECORDED FEBRUARY 11, 1960 AS INSTRUMENT NO. 11974 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 01, 1958 IN BOOK 2341, PAGE 177 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF LOT 5, BLOCK 11 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING EASTERLY OF THE SAN JACINTO NUEVO RANCH LINE;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 07, 1958 IN BOOK 2343, PAGE 437 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

LOT 6, BLOCK 11 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING EASTERLY OF THE RANCHO SAN JACINTO LINE;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEEDS RECORDED OCTOBER 01, 1958 IN BOOK 2341, PAGE 177 IN BOOK 2343, PAGE 437 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

PARCEL 2 AS SHOWN ON THAT CERTIFICATE OF COMPLIANCE (LOT LINE ADJUSTMENT NO. 99-0018) RECORDED APRIL 08, 1999 AS INSTRUMENT NO. 1999-149770 OF OFFICIAL RECORDS, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COOPERATIVE AGREEMENT

Perris Valley MDP Line E, Stage 4

Project No. 4-0-00488

Parcel Map No. 37457

Page 1 of 4

Exhibit A

THOSE PORTIONS OF LOTS C, D AND E IN BLOCK 5 OF FIGADOTA FARMS NO. 17, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PERRIS BOULEVARD AND RAMONA EXPRESSWAY (RECORDED AS MARTIN STREET ON SAID FIGADOTA FARMS NO. 17):

THENCE NORTH 00° 07' 00" EAST ALONG SAID CENTERLINE OF PERRIS BOULEVARD, A DISTANCE OF 48.00 FEET TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 17, 1958 IN BOOK 2343, PAGE 437, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

THENCE NORTH 89° 53' 00" WEST ALONG SAID EASTERLY PROLONGATION AND ALONG SAID NORTH LINE, A DISTANCE OF 244.00 FEET TO A POINT THEREON FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 07' 00" EAST, A DISTANCE OF 237.00 FEET;

THENCE SOUTH 89° 53' 00" EAST, A DISTANCE OF 194.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD AS SHOWN ON SAID FIGADOTA FARMS NO. 17;

THENCE NORTH 00° 07' 00" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 111.00 FEET TO THE NORTHEAST CORNER OF SAID LOT C;

THENCE NORTH 89° 53' 00" WEST ALONG THE NORTH LINE OF SAID LOT C, A DISTANCE OF 280.00 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 00° 07' 00" WEST ALONG THE WEST LINE OF LOTS C, D AND E, A DISTANCE OF 348.00 FEET TO A POINT ON SAID NORTH LINE SO CONVEYED AS AFORESAID;

THENCE SOUTH 89° 53' 00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 86.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 07, 1958 IN BOOK 2343, PAGE 437 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

LOTS A AND B OF BLOCK 5, AND ALL OF BLOCKS 6 THROUGH 8 INCLUSIVE OF FIGADOTA FARMS NO. 17 AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 32 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED OCTOBER 17, 1958, IN BOOK 2343, PAGE 437 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Exhibit A

PARCEL 6: (APN: 302-050-034-3)

LOT 4 BLOCK 11 OF THE RIVERSIDE TRACT AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS, RECORDS OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF PERRY STREET WITH THE CENTERLINE OF PERRIS BOULEVARD, AS SHOWN BY SAID MAP OF THE RIVERSIDE TRACT, AND ALSO SHOWN BY THE MAP OF FIGADOTA FARMS #17 ON FILE BOOK 17, PAGE 32 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89° 52' WEST ALONG SAID CENTER LINE OF PERRY STREET A DISTANCE OF 2,085.00 FEET; THENCE SOUTH 00° 08' WEST A DISTANCE OF 425.00 FEET, TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL DESCRIPTION; THENCE SOUTH 89° 52' EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 00° 08' WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 89° 52' WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 00° 08' EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89° 52' EAST A DISTANCE OF 25.00 FEET, TO THE TRUE POINT OF BEGINNING FOR THE PARCEL DESCRIPTION.

PARCEL 7: (APN: 302-050-036-5)

PARCEL 2 AS SHOWN ON CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT 15-05162, AS EVIDENCED BY DOCUMENT RECORDED JUNE 01, 2017 AS INSTRUMENT NO. 2017-0218876 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 5 OF PARCEL MAP NO. 36010 AS SHOWN BY MAP ON FILE IN BOOK 236, PAGES 89 THROUGH 94, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 6, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 5;

THENCE SOUTH 89° 55' 06" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 5, A DISTANCE OF 138.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 05' 05" EAST, A DISTANCE OF 660.20 FEET TO THE NORTH LINE OF SAID PARCEL 5;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL 5, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 89° 54' 59" EAST, A DISTANCE OF 422.24 FEET TO AN ANGLE POINT THEREON;
2. SOUTH 00° 04' 43" WEST, A DISTANCE OF 129.97 FEET TO AN ANGLE POINT THEREON;
3. SOUTH 89° 53' 07" EAST, A DISTANCE OF 100.00 FEET TO AN ANGLE POINT THEREON;
4. SOUTH 00° 04' 43" WEST, A DISTANCE OF 530.16 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5;

THENCE NORTH 89° 55' 06" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 5, A DISTANCE OF 522.31 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit A

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE EASTERN MUNICIPAL WATER DISTRICT BY DOCUMENT RECORDED JULY 15, 1960 AS INSTRUMENT NO. 62988 OF OFFICIAL RECORDS.

For conveyancing purposes only:

APN 302-060-005 (Affects Portions of Parcels 1 and 2);

302-060-006 (Affects Portions of Parcels 1 and 2)

302-060-038 (Affects Parcel 3);

302-060-040 (Affects Parcel 4)

302-060-041 (Affects Parcel 5);

302-050-034-3 (Affects Parcel 6) 302-050-036-5 (Affects Parcel 7)

COOPERATIVE AGREEMENT

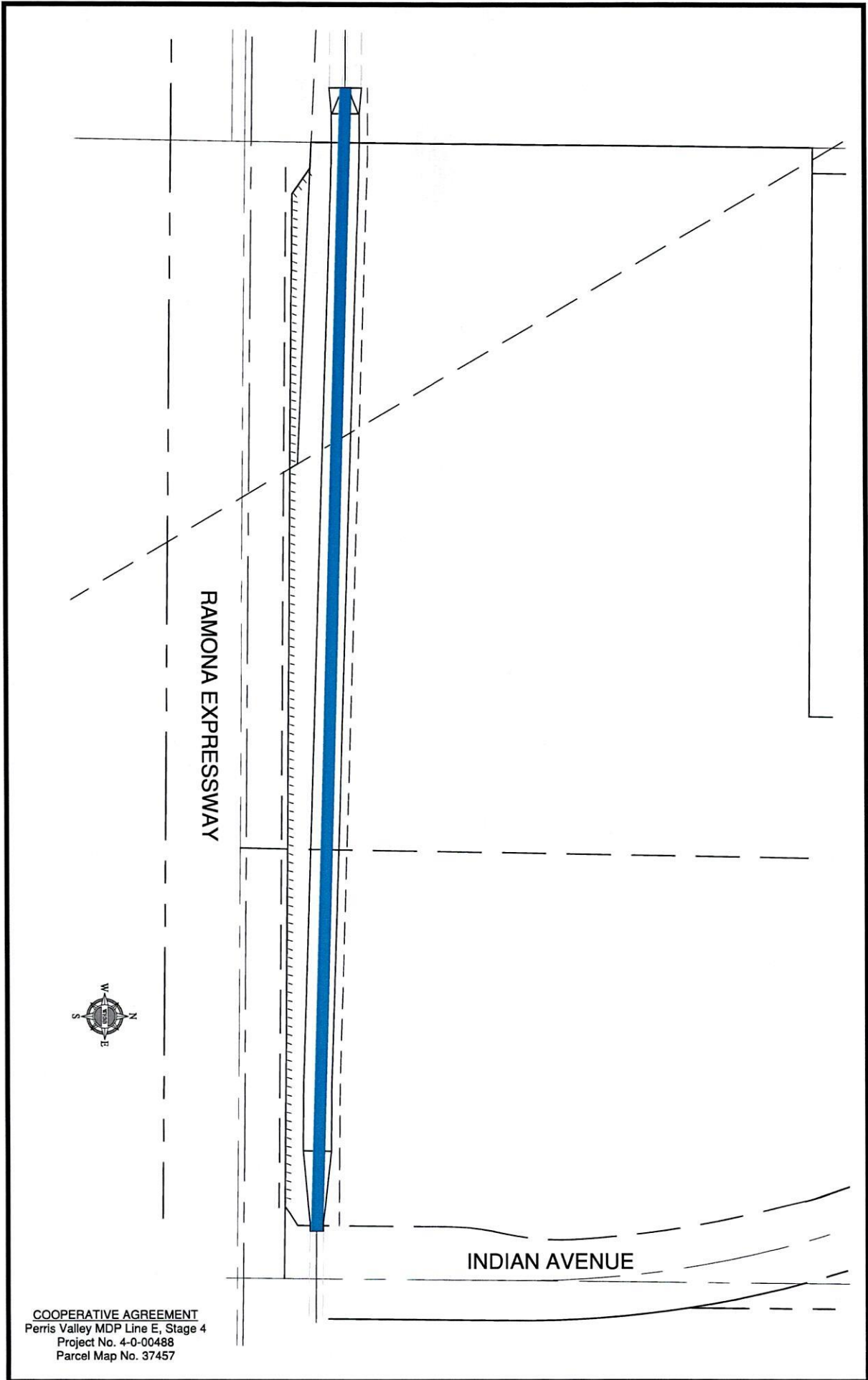
Perris Valley MDP Line E, Stage 4

Project No. 4-0-00488

Parcel Map No. 37457

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EXHIBIT B



COOPERATIVE AGREEMENT
Perris Valley MDP Line E, Stage 4
Project No. 4-0-00488
Parcel Map No. 37457

EXHIBIT C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT and CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, 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.

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 CITY.

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

EXHIBIT C

DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT and CITY as Additional Insured. 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 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 DISTRICT and CITY 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

EXHIBIT C

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 and Asbestos Liability:

DEVELOPER or its construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering DEVELOPER's or its construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the DEVELOPER or its construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT and CITY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

EXHIBIT C

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. 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 the DISTRICT and CITY.

In the event, DEVELOPER or its construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, DEVELOPER or its construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT and CITY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and DEVELOPER, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or

COOPERATIVE AGREEMENT

Perris Valley MDP Line E, Stage 4

Project No. 4-0-00488

Parcel Map No. 37457

Page 4 of 8

EXHIBIT C

polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and DEVELOPER.

DEVELOPER or its construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

F. General Insurance Provisions – All Lines:

- a. 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 DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's 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

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guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. 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 DISTRICT 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 the 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.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all

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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.

- e. 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.
- f. 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 DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
- i. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COOPERATIVE AGREEMENT

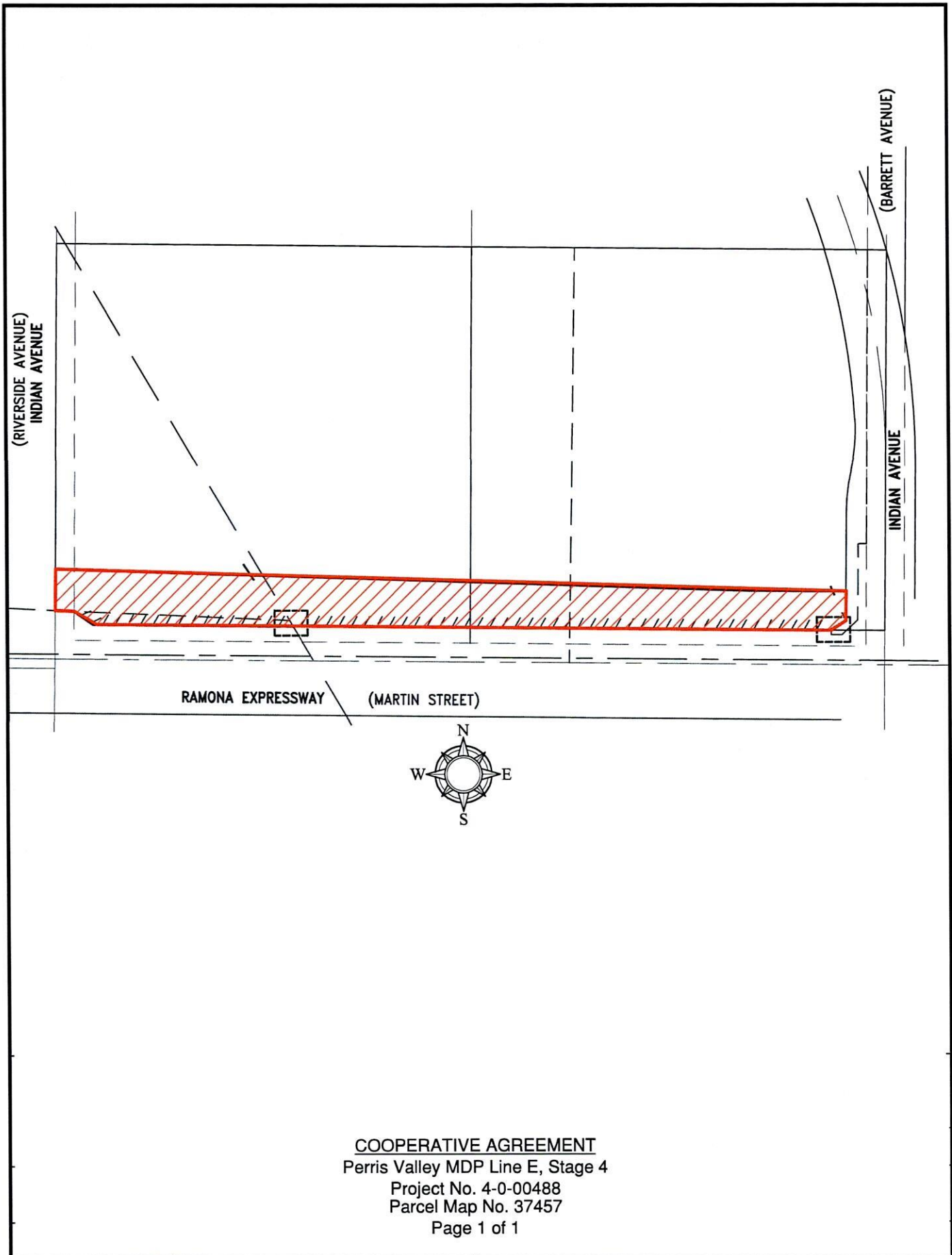
Perris Valley MDP Line E, Stage 4

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