

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



ITEM: 11.2
(ID # 13736)

MEETING DATE:
Tuesday, November 17, 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 Green Valley Recovery Acquisition LLC for Romoland MDP Line A-11, Stage 1 (Tentative Tract Map No. 37223), Project No. 4-0-00429, CEQA Exempt, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Perris (City) and Green Valley Recovery Acquisition LLC (Developer);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return five (5) copies of the executed agreement to the District.

ACTION:

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 11/4/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: November 17, 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: N/A			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 are part of improving access and providing flood protection to the future street corridor (Green Valley Parkway) as identified in the City's Green Valley Specific Plan, dated March 5, 1990, as amended. Green Valley Parkway will serve as the main access for Developer's planned development. Developer will construct these facilities and will be inspected, operated and maintained by the District and City.

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 Romoland MDP Line A-11, Stage 1 facility within the Romoland Master Drainage Plan.

Upon completion of the drainage facilities' construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems that are greater than 36 inches in diameter, concrete pads, slope protection barriers, signage and fencing. The City will assume ownership and responsibility for certain street inlets, connector pipe, curb and gutter, and lateral storm drains that 36 inches or less in diameter that are located within City held easements or rights of way.

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which states "The activity is covered by the Common Sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Because the Agreement is for the District to accept ownership, responsibility for future maintenance, and operation of the underground storm drain and associated safety devices, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Nothing further is required under CEQA.

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Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tentative Tract Map No. 37223. 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

AMR:blm
P8/234242



Scott Bruckner 11/9/2020



Gregory L. Priamos, Director County Counsel 11/5/2020

COOPERATIVE AGREEMENT
Romoland MDP Line A-13, Stage 1
Project No. 4-0-00429
Tentative Tract Map No. 37223

This Cooperative Agreement ("Agreement"), dated as of November 17, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), City of Perris, a municipal corporation of the State of California ("CITY"), and Green Valley Recovery Acquisition 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 plans for approval Tentative Tract Map No. 37223 located in the city of Perris. DEVELOPER shall construct certain flood control facilities as part of improving access and providing flood protection to the future street corridor ("Green Valley Parkway") as identified in CITY's Green Valley Specific Plan, dated March 5, 1990, as amended. Green Valley Parkway will serve as the main access for DEVELOPER's planned development; and

B. CITY requested DISTRICT to review the flood control facilities and accept them for DISTRICT's operation; and

C. DISTRICT wishes to support CITY by entering into this Agreement; and

D. The legal description of Tentative Tract Map No. 37223 is provided in Exhibit "A" attached hereto and made a part hereof; and

E. The required flood control facilities and drainage improvements, are identified in DISTRICT's Romoland Master Drainage Plan ("MDP"), as shown on DISTRICT's Drawing No. 4-1150, and as shown in concept in blue on Exhibit "B", attached hereto and made

a part hereof and includes the construction of:

- i. Romoland MDP Line A-13, Stage 1 ("LINE A-13 STAGE 1"), which is comprised of approximately 721 lineal feet of 10'W x 5'H reinforced concrete box and junction structures. At its upstream terminus, LINE A-13 STAGE 1 will connect to the existing CITY maintained Romoland MDP Line A-11 facility. At its downstream terminus, LINE A-13 STAGE 1 will connect to the Romoland MDP Line A, Stage 3 facility as shown on DISTRICT's Drawing No 4-0856; 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 subject to the DISTRICT's inspection and approval. Together, LINE A-13 STAGE 1 and SAFETY DEVICES are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

F. 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

G. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

H. Tentative Tract Map No. 37223 is located within San Jacinto River Area Drainage Plan ("SJR ADP"). The SJR ADP Fee obligation for Tentative Tract Map No. 37223 ("SJR ADP OBLIGATION"), shall be calculated in accordance with the "Rules and

Regulations for Administration of Area Drainage Plans", dated June 10, 1980, as amended, ("RULES"); and

I. LINE A-13 STAGE 1 is an identified segment of Homeland/Romoland Line A Sub-Watershed ("ROMOLAND ADP FACILITY"); and

J. Pursuant to the RULES, and the provisions of this Agreement, if DISTRICT estimates that upon constructing LINE A-13 STAGE 1, DEVELOPER would earn ADP Fee credit ("ROMOLAND ADP CREDIT") for constructing ROMOLAND ADP FACILITY, ROMOLAND ADP CREDIT may be used to satisfy the ADP fee obligation for future development for properties located within the boundaries of the Homeland/Romoland Line A ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

K. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may desire to transfer some or all of DEVELOPER's ROMOLAND ADP CREDIT to ELIGIBLE PROPERTIES. In such event, DEVELOPER and owner(s) will enter into (a) separate agreement(s) concerning the transfer of DEVELOPER's ROMOLAND ADP CREDIT in accordance with RULES.

L. DEVELOPER and CITY 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

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

N. 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 CITY approved plans and specifications, (c) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, 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 as set forth herein; and

O. 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 and APPURTENANCES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (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.

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.

6. 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.9., or not less

than twenty (20) days prior to recordation of the final map for Tentative Tract Map No. 37223 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.

7. 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").

8. Provide CITY, upon execution of this Agreement, or not less than twenty (20) days prior to recordation of the final map for Tentative Tract Map No. 37223 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY's municipal code ordinance for 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.

9. 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.

10. Obtain and provide DISTRICT (Attention: Real Estate Services Section), after receiving DISTRICT's clearance for PROJECT construction as set forth in Section I.9., 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).

11. Furnish DISTRICT (Attention: Real Estate Services Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.10., 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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).

22. 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.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and (ii) CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES.

24. Upon completion of PROJECT construction but prior to DISTRICT'S 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 (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.24.

9. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES 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.24., (iv) recordation of all conveyance documents described in Section I.21., (v) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance, (vi) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vii) 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 is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

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.24.

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.8., and hold said bonds 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 upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance.

9. Upon DISTRICT and CITY 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.

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.9. 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 as set forth in Section I.9.; 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, 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

GREEN VALLEY RECOVERY ACQUISITION LLC
2753 Camino Capistrano, Suite A-201
San Clemente, CA 92672
Attn: Patrick Parker

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.

//

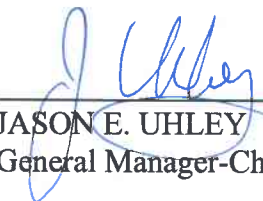
//


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

November 17, 2020
(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

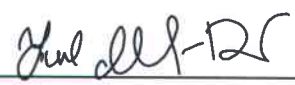
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

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: with City of Perris and Green Valley Recovery Acquisition LLC
Romoland MDP Line A-13, Stage 1
Project No. 4-0-00429
Tentative Tract Map No. 37223
AMR:blm
08/19/2020

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
Clerk of the Board

By _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)


Cooperative Agreement: with City of Perris and Green Valley Recovery Acquisition LLC
Romoland MDP Line A-13, Stage 1
Project No. 4-0-00429
Tentative Tract Map No. 37223
AMR:blm
08/19/2020

CITY OF PERRIS

By 
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
ERIC DUNN
City Attorney

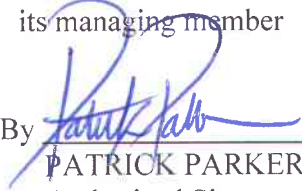
By 
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement: with City of Perris and Green Valley Recovery Acquisition LLC
Romoland MDP Line A-13, Stage 1
Project No. 4-0-00429
Tentative Tract Map No. 37223
AMR:blm
08/19/2020

**GREEN VALLEY RECOVERY
ACQUISITION LLC,**
a Delaware limited liability company

By: Paulson REF II West, LLC,
a Delaware limited liability company,
its managing member

By 

PATRICK PARKER
Authorized Signatory

Cooperative Agreement: with City of Perris and Green Valley Recovery Acquisition LLC
Romoland MDP Line A-13, Stage 1
Project No. 4-0-00429
Tentative Tract Map No. 37223
AMR:blm
08/19/2020

California All-Purpose Certificate of 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 Orange

s.s.

On 08/31/2020 before me, J. Delano, Notary Public

Name of Notary Public, Title

personally appeared Patrick Parker

Name of Signer (1)

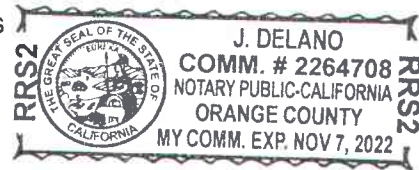
Name of Signer (2)

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.

J. Delano
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Cooperative Agreement

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entitled to Sign or Represent(s)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)

Exhibit A

LEGAL DESCRIPTION

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

PARCEL 1:

LOTS 1, 3, 6, 13, 14, 17 THROUGH 23, 26, 29 THROUGH 39 AND 50, INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

PARCEL 5 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE, LOT LINE ADJUSTMENT NO. 95-0019, RECORDED FEBRUARY 15, 1996 AS INSTRUMENT NOS. 054778 AND 054779, BOTH OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 45 AND 49 AND THAT PORTION OF LOT 46 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 PAGE(S) 88 THROUGH 100 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 49;

THENCE SOUTH 89° 41' 58" EAST ALONG THE NORTH LINE OF SAID LOT 49, A DISTANCE OF 1259.83 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 89° 42' 07" EAST ALONG SAID NORTH LINE, A DISTANCE OF 953.41 FEET;

THENCE NORTH 00° 17' 53" EAST, A DISTANCE OF 109.55 FEET;

THENCE SOUTH 89° 42' 07" EAST, A DISTANCE OF 76.30 FEET;

THENCE NORTH 00° 17' 53" EAST, A DISTANCE OF 462.84 FEET;

THENCE NORTH 06° 06' 35" WEST, A DISTANCE OF 66.25 FEET;

THENCE NORTH 16° 08' 34" WEST, A DISTANCE OF 66.88 FEET;

THENCE NORTH 37° 53' 55" WEST, A DISTANCE OF 298.64 FEET;

THENCE NORTH 59° 51' 35" EAST, A DISTANCE OF 133.97 FEET TO A POINT IN A NONTANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 300.00 FEET, THE RADIAL LINE AT SAID POINT BEARS SOUTH 59° 51' 35" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 45' 30", AN ARC DISTANCE OF 40.62 FEET TO A POINT THEREIN;

COOPERATIVE AGREEMENT

Romoland MDP Line A-13, Stage 1

Project No. 4-0-00429

Tentative Tract Map No. 37223

Page 1 of 8

Exhibit A

THENCE NORTH 52° 06' 05" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 65° 47' 30" EAST, A DISTANCE OF 122.93 FEET;
THENCE NORTH 60° 24' 31" EAST, A DISTANCE OF 62.15 FEET;
THENCE NORTH 39° 47' 47" EAST, A DISTANCE OF 28.18 FEET;
THENCE NORTH 13° 02' 20" EAST, A DISTANCE OF 200.68 FEET;
THENCE SOUTH 75° 15' 30" EAST, A DISTANCE OF 23.46 FEET;
THENCE SOUTH 68° 12' 04" EAST, A DISTANCE OF 134.26 FEET;

THENCE SOUTH 57° 56' 55" EAST, A DISTANCE OF 56.46 FEET;

THENCE NORTH 32° 23' 50" EAST, A DISTANCE OF 137.04 FEET TO A POINT IN A NONTANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 805.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 32° 23' 50" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01° 34' 50", AN ARC DISTANCE OF 22.21 FEET TO A POINT THEREIN, THE RADIAL LINE AT SAID POINT BEARS NORTH 33° 58' 40" EAST;

THENCE NORTH 33° 58' 40" EAST A DISTANCE OF 140.00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 46, SAID POINT BEING IN A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 945.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 33° 58' 40" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30° 38' 18", AN ARC DISTANCE OF 505.33 FEET TO A POINT THEREIN, THE RADIAL LINE AT SAID POINT BEARS NORTH 64° 36' 58" EAST;

THENCE SOUTH 13° 59' 48" WEST, A DISTANCE OF 32.29 FEET;
THENCE SOUTH 21° 58' 44" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 57° 57' 16" EAST, A DISTANCE OF 32.29 FEET TO A POINT IN A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 945.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 71° 25' 34" EAST;

THENCE SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18° 52' 17", AN ARC DISTANCE OF 311.26 FEET, TO THE END THEREOF;

THENCE SOUTH 00° 17' 52" WEST, A DISTANCE OF 796.79 FEET;
THENCE SOUTH 46° 50' 45" WEST, A DISTANCE OF 26.17 FEET;
THENCE NORTH 89° 42' 08" WEST, A DISTANCE OF 655.01 FEET;
THENCE NORTH 89° 42' 07" WEST, A DISTANCE OF 1320.32 FEET;
THENCE NORTH 89° 41' 58" WEST, A DISTANCE OF 1229.76 FEET;
THENCE NORTH 51° 31' 42" WEST, A DISTANCE OF 36.89 FEET;

COOPERATIVE AGREEMENT

Romoland MDP Line A-13, Stage 1

Project No. 4-0-00429

Tentative Tract Map No. 37223

Page 2 of 8

Exhibit A

THENCE NORTH 00° 06' 05" WEST, A DISTANCE OF 153.21 FEET TO THE POINT OF BEGINNING.

THE LAST TWELVE (12) COURSES AND DISTANCES FOLLOW THE BOUNDARY LINES OF SAID LOTS 45, 46, AND 49.

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORONA RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

PARCEL A OF CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT NO. 19-05221, RECORDED NOVEMBER 14, 2019 AS INSTRUMENT NO. 2019-0471603 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 10 AND 12 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF WEST ELM PARKWAY (FORMERLY FIELDSTONE DRIVE) (50.00 FEET IN HALF WIDTH NORTHERLY) WITH THE CENTERLINE OF GREEN VALLEY PARKWAY (110.00 FEET IN FULL WIDTH), AS SHOWN ON TRACT NO. 36989, AS SHOWN BY MAP IN BOOK 464 OF MAPS, PAGES 59 THROUGH 64, INCLUSIVE THEREOF;

THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID CENTERLINE OF GREEN VALLEY PARKWAY;

THENCE NORTH 33°20'07" WEST, A DISTANCE OF 32.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1050.00 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°52'54", AN ARC DISTANCE OF 877.48 FEET;

THENCE NORTH 14°32'47" EAST, A DISTANCE OF 67.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°54'18", AN ARC DISTANCE OF 190.33 FEET TO THE TRUE POINT OF BEGINNING, TO WHICH A RADIAL LINE BEARS SOUTH 86°21'31" EAST;

THENCE LEAVING SAID CENTERLINE LINE SOUTH 89°57'44" WEST, A DISTANCE OF 1685.87 FEET;

COOPERATIVE AGREEMENT

Romoland MDP Line A-13, Stage 1

Project No. 4-0-00429

Tentative Tract Map No. 37223

Page 3 of 8

Exhibit A

THENCE NORTH 24°46'49" WEST, A DISTANCE OF 428.26 FEET TO THE SOUTHEASTERLY LINE OF THE SAN JACINTO RIVER CHANNEL PER RECORD OF SURVEY ON FILE IN BOOK 25 OF RECORDS OF SURVEY AT PAGES 4 THROUGH 8, INCLUSIVE THEREOF, RECORDS OF SAID COUNTY, ALSO BEING THE SOUTHEASTERLY LINE OF LOT 52 OF SAID TRACT NO. 24648;

THENCE NORTH 46°32'08" EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 665.78 FEET TO THE MOST WESTERLY CORNER OF LOT 8 OF SAID TRACT NO. 24648;

THENCE SOUTH 71°20'25" EAST ALONG SOUTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 1406.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GREEN VALLEY PARKWAY;

THENCE SOUTH 89°27'13" EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE CENTERLINE OF SAID GREEN VALLEY PARKWAY;

THE FOLLOWING TWO (2) COURSES ARE ALONG THE CENTERLINE OF SAID GREEN VALLEY PARKWAY;

THENCE SOUTH 00°32'47" WEST, A DISTANCE OF 341.28 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°05'42", AN ARC DISTANCE OF 54.02 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

PARCEL B OF CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT NO. 19-05221, RECORDED NOVEMBER 14, 2019 AS INSTRUMENT NO. 2019-0471603 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 11 TOGETHER WITH THOSE PORTIONS OF LOTS 10 AND 12, INCLUSIVE OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF WEST ELM PARKWAY (FORMERLY FIELDSTONE DRIVE) (50.00 FEET IN HALF WIDTH NORTHERLY) WITH THE CENTERLINE OF GREEN VALLEY PARKWAY (110.00 FEET IN FULL WIDTH), AS SHOWN ON TRACT NO. 36989, AS SHOWN BY MAP IN BOOK 464 OF MAPS, PAGES 59 THROUGH 64, INCLUSIVE THEREOF;

THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID CENTERLINE OF GREEN VALLEY PARKWAY;

COOPERATIVE AGREEMENT

Romoland MDP Line A-13, Stage 1

Project No. 4-0-00429

Tentative Tract Map No. 37223

Page 4 of 8

Exhibit A

THENCE NORTH 33°20'07" WEST, A DISTANCE OF 32.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1050.00 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°52'54", AN ARC DISTANCE OF 877.48 FEET;

THENCE NORTH 14°32'47" EAST, A DISTANCE OF 67.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°54'18", AN ARC DISTANCE OF 190.33 FEET TO A POINT WHICH A RADIAL LINE BEARS SOUTH 86°21'31" EAST;

THENCE LEAVING SAID CENTERLINE LINE SOUTH 89°57'44" WEST, A DISTANCE OF 1685.87 FEET;

THENCE NORTH 24°46'49" WEST, A DISTANCE OF 428.26 FEET TO THE SOUTHEASTERLY LINE OF THE SAN JACINTO RIVER CHANNEL PER RECORD OF SURVEY ON FILE IN BOOK 25 OF RECORDS OF SURVEY AT PAGES 4 THROUGH 8, INCLUSIVE THEREOF, RECORDS OF SAID COUNTY, ALSO BEING THE SOUTHEASTERLY LINE OF LOT 52 OF SAID TRACT NO. 24648;

THENCE SOUTH 46°32'08" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 73.44 FEET TO A POINT ON THE CENTERLINE OF GOETZ ROAD (55.00 FEET IN EASTERLY HALF WIDTH) AS SHOWN ON SAID TRACT NO. 24648;

THENCE SOUTH 00°12'09" WEST ALONG SAID CENTERLINE LINE, A DISTANCE OF 1694.87 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SAID WEST ELM PARKWAY;

THE FOLLOWING THREE (3) COURSES ARE ALONG SAID CENTERLINE OF WEST ELM PARKWAY;

THENCE SOUTH 89°48'14" EAST, A DISTANCE OF 1350.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°32'24", AN ARC DISTANCE OF 614.65 FEET;

THENCE NORTH 56°39'22" EAST, A DISTANCE OF 123.98 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

PARCEL C OF CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT NO. 19-05221, RECORDED NOVEMBER 14, 2019 AS INSTRUMENT NO. 2019-0471603 OF OFFICIAL RECORDS AND MORE

COOPERATIVE AGREEMENT

Romoland MDP Line A-13, Stage 1

Project No. 4-0-00429

Tentative Tract Map No. 37223

Page 5 of 8

Exhibit A

PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 24 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF WEST ELM PARKWAY (FORMERLY FIELDSTONE DRIVE) (50.00 FEET IN HALF WIDTH NORTHERLY) WITH THE CENTERLINE OF GREEN VALLEY PARKWAY (110.00 FEET IN FULL WIDTH), AS SHOWN ON TRACT NO. 36989, AS SHOWN BY MAP IN BOOK 464 OF MAPS, PAGES 59 THROUGH 64, INCLUSIVE THEREOF;

THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID CENTERLINE OF GREEN VALLEY PARKWAY;

THENCE NORTH $33^{\circ}20'07''$ WEST, A DISTANCE OF 32.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1050.00 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $47^{\circ}52'54''$, AN ARC DISTANCE OF 877.48 FEET;

THENCE NORTH $14^{\circ}32'47''$ EAST, A DISTANCE OF 67.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF $10^{\circ}54'18''$, AN ARC DISTANCE OF 190.33 FEET TO THE TRUE POINT OF BEGINNING, TO WHICH A RADIAL LINE BEARS SOUTH $86^{\circ}21'31''$ EAST;

THENCE LEAVING SAID CENTERLINE LINE NORTH $89^{\circ}50'22''$ EAST, A DISTANCE OF 685.13 FEET;

THENCE SOUTH $51^{\circ}30'58''$ EAST, A DISTANCE OF 32.27 FEET TO A POINT ON THE WESTERLY LINE OF THE ROMOLAND CHANNEL, ALSO BEING THE WESTERLY LINE OF LOT 23 OF SAID TRACT NO. 24648;

THENCE NORTH $12^{\circ}52'11''$ WEST, A DISTANCE OF 1324.27 FEET TO A POINT ON THE CENTERLINE OF SAID GREEN VALLEY PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET TO WHICH A RADIAL LINE BEARS NORTH $36^{\circ}11'38''$ WEST;

THE FOLLOWING THREE (3) COURSES ARE ALONG THE CENTERLINE OF SAID GREEN VALLEY PARKWAY;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF $53^{\circ}15'35''$, AN ARC DISTANCE OF 929.56 FEET;

THENCE SOUTH $00^{\circ}32'47''$ WEST, A DISTANCE OF 421.40 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET;

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Romoland MDP Line A-13, Stage 1

Project No. 4-0-00429

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Exhibit A

THENCE SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°05'42", AN ARC DISTANCE OF 54.02 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 6:

PARCEL D OF CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT NO. 19-05221, RECORDED NOVEMBER 14, 2019 AS INSTRUMENT NO. 2019-0471603 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 24 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF WEST ELM PARKWAY (FORMERLY FIELDSTONE DRIVE) (50.00 FEET IN HALF WIDTH NORTHERLY) WITH THE CENTERLINE OF GREEN VALLEY PARKWAY (110.00 FEET IN FULL WIDTH), AS SHOWN ON TRACT NO. 36989, AS SHOWN BY MAP IN BOOK 464 OF MAPS, PAGES 59 THROUGH 64, INCLUSIVE THEREOF;

THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID CENTERLINE OF GREEN VALLEY PARKWAY;

THENCE NORTH 33°20'07" WEST, A DISTANCE OF 32.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1050.00 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°52'54", AN ARC DISTANCE OF 877.48 FEET;

THENCE NORTH 14°32'47" EAST, A DISTANCE OF 67.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°54'18", AN ARC DISTANCE OF 190.33 FEET TO A POINT WHICH A RADIAL LINE BEARS SOUTH 86°21'31" EAST;

THENCE LEAVING SAID CENTERLINE LINE NORTH 89°50'22" EAST, A DISTANCE OF 685.13 FEET;

THENCE SOUTH 51°30'58" EAST, A DISTANCE OF 32.27 FEET TO THE WESTERLY LINE OF THE ROMOLAND CHANNEL, ALSO BEING THE WESTERLY LINE OF LOT 23 OF SAID TRACT NO. 24648;

THENCE SOUTH 12°52'11" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 1637.10 FEET TO A POINT ON THE CENTERLINE OF SAID GREEN VALLEY PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET;

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Exhibit A

THE FOLLOWING TWO (2) COURSES ARE ALONG SAID CENTERLINE OF GREEN VALLEY PARKWAY;

THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62°18'14", AN ARC DISTANCE OF 1087.41 FEET;

THENCE NORTH 33°20'07" WEST, A DISTANCE OF 56.51 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF LAND AS DEDICATED IN "FEE" TO THE CITY OF PERRIS, A CALIFORNIA MUNICIPAL CORPORATION BY THAT CERTAIN IRREVOCABLE OFFER OF DEDICATION RECORDED JANUARY 15, 2020 AS INSTRUMENT NO. 2020-0019716 OF OFFICIAL RECORDS.

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN:

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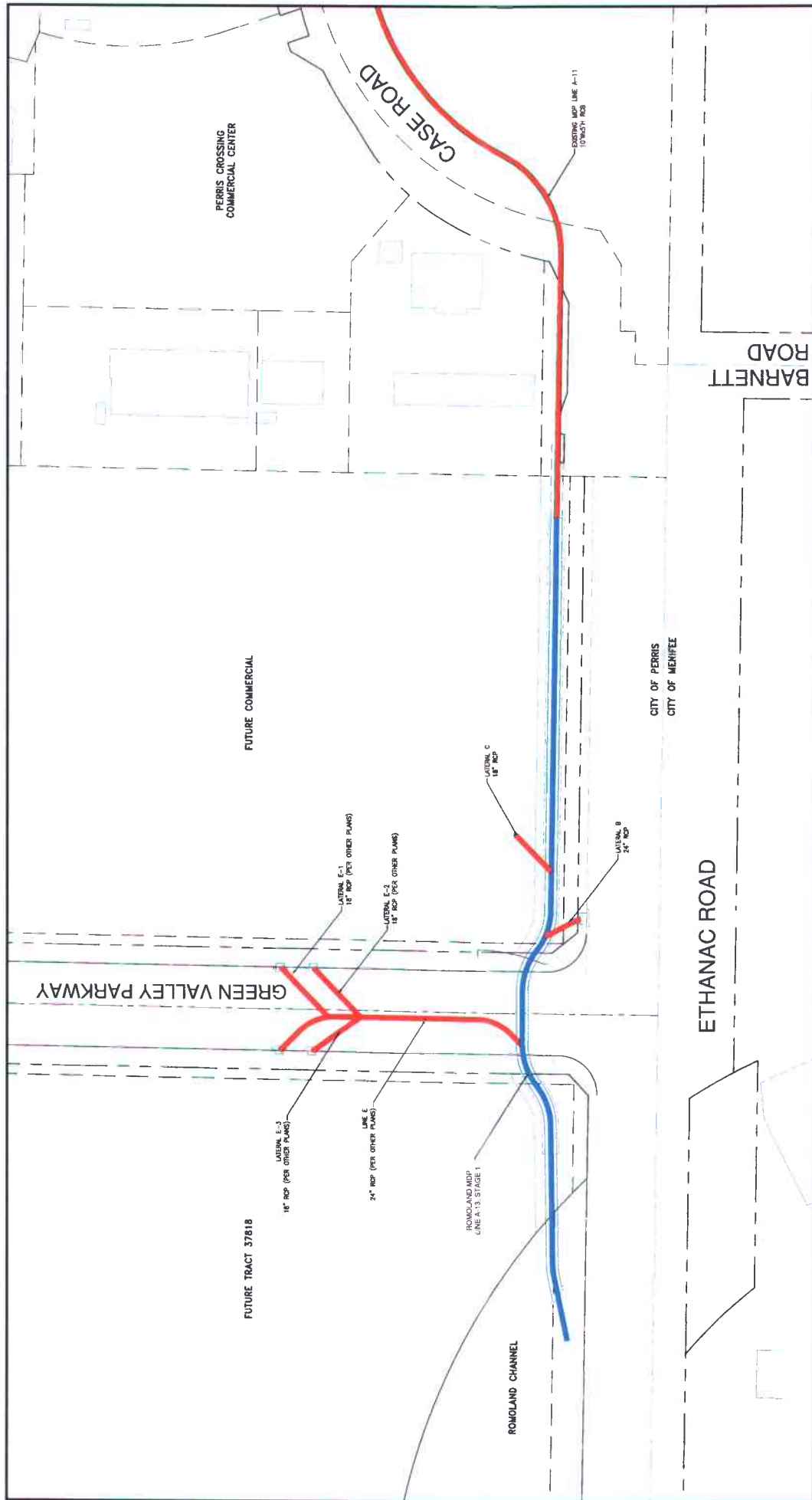


EXHIBIT B

COOPERATIVE AGREEMENT
 Romoland MDP Line A-13, Stage 1
 Project No. 4-0-00429
 Tentative Tract Map No. 37223

- LEGEND
- STORM DRAIN MAINTAINED BY RCF/CRWMD
 - STORM DRAIN MAINTAINED BY CITY OF PERRIS

EXHIBIT C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT 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.

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 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 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. 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

EXHIBIT C

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.

- 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 receives, prior to such effective date, another properly

EXHIBIT C

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.

- 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.

EXHIBIT C

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. 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.

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