

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



ITEM: 11.2  
(ID # 13908)

**MEETING DATE:**

Tuesday, March 02, 2021

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside and I-10 Logistics Owner, LLC for Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1; Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1; Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1; Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1; and Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1 (Parcel Map No. 36564), Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233 and 5-0-00234, Nothing Further is Required Under CEQA, District 5. [\$0] (Companion Item to MT Item No. 14453).

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

1. Adopt Resolution No. F2021-08, Considering the Environmental Impact Report (SCH#2014011009) for the San Geronio Crossing, Environmental Impact Report No. 534, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, and Issuing Certain Limited Approvals for the Cooperative Agreement; and
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County) and I-10 Logistics Owner, LLC (Developer); and
3. Authorize the Chair to execute the Cooperative Agreement documents on behalf of the District; and

Continued on Page 2

**ACTION:**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 1/28/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: March 2, 2021  
xc: Flood, Record

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

(companion item 3.26)

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

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

4. Authorize the General Manager-Chief Engineer or designee to take certain necessary steps to implement the Cooperative Agreement, including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership or the property, subject to review by County Counsel; and
5. Direct the Clerk of the Board to return four (4) executed originals of the Cooperative Agreement to the District and one (1) executed original copy of the Cooperative Agreement to the Riverside County Transportation Department; and
6. Direct the Clerk of the Board to file the California Environmental Quality Act Notice of Determination with the County Clerk within five (5) days of approval by the Board.

Continued on Page 3

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: N/A</b>	
			<b>For Fiscal Year: NA</b>	

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

**BACKGROUND:**

**Summary**

This 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. 36564 are to be constructed by Developer and inspected, operated and maintained by the District, County and Developer

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of Cherry Valley Boulevard Lateral A-1, Stage 1; Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1; Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1; and Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1.

Upon completion of construction, the District will assume ownership, operation and maintenance of:

- (i) Line A underground storm drain and all associated features, excluding the upstream training berms
- (ii) Line A outlet spreading structure
- (iii) Lateral storm drain A-1 and all associated features
- (iv) Lateral storm drain A-2 and all associated features, excluding the upstream training berm
- (v) Eighteen-inch (18") lateral storm drain A-8 and all associated features
- (vi) Eighteen-inch (18") lateral storm drain A-9 and all associated features

County will assume ownership, operation and maintenance of:

- (i) Lateral storm drain A-10 and all associated features

Property Owner(s) will assume ownership, operation and maintenance of:

- (i) Line B underground storm drain and all associated features
- (ii) Line B outlet spreading structure
- (iii) Lateral storm drain A-3 and all associated features

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- (iv) Lateral storm drain A-4 and all associated features
- (v) Lateral storm drain A-5 and all associated features
- (vi) Lateral storm drain A-6 and all associated features
- (vii) Lateral storm drain A-7 and all associated features
- (viii) Training berms
- (ix) Mitigation channels
- (x) Two (2) water quality basin and associated features

**Environmental Findings**

Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the Environmental Impact Report (EIR) that was prepared by the Lead Agency and independently finds that the EIR adequately covers the District's plan check, inspection and the operation and maintenance of the flood control facilities that are the subject of the Agreement. Furthermore, the District finds that no significant impacts will occur as a result of the plan check, inspection, operation and maintenance of the facilities that are the subject of the Agreement, and no further analysis under CEQA is required for the Agreement.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Parcel Map No. 36564. The key beneficiaries are the future owners of the industrial building(s). Ancillary benefits will accrue to the public who will utilize Cherry Valley Boulevard.

**SUPPLEMENTAL:**

**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. Resolution No. F2021-08
4. Notice of Determination
5. Authorization to Bill

BB:blm  
P8/236144

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

  
Scott Bruckner 2/1/2021

  
Gregory H. Priaplos, Director County Counsel 1/28/2021

**BOARD OF SUPERVISORS**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**RESOLUTION NO. F2021-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
CONSIDERING AN ENVIRONMENTAL IMPACT REPORT FOR THE CHERRY VALLEY  
BOULEVARD STORM DRAIN, STAGE 1, (PARCEL MAP NO. 36564)  
COOPERATIVE AGREEMENT, MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT  
TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ISSUING CERTAIN  
LIMITED APPROVALS FOR THE PROJECT**

**WHEREAS**, the Riverside County Flood Control and Water Conservation District ("District") has been asked to issue certain limited approvals for the Cherry Valley Boulevard Storm Drain, Stage 1, (Parcel Map No. 36564) Cooperative Agreement. The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Parcel Map No. 36564 are to be constructed by the Developer and inspected, operated and maintained by the District. Following construction by the Developer and District acceptance of the constructed facilities, the District will assume ownership, operation and maintenance of (i) Line A underground storm drain and all associated features excluding the upstream training berms, (ii) Line A outlet spreading structure, (iii) Lateral storm drain A-1 and all associated features, (iv) Lateral storm drain A-2 and all associated features excluding the upstream training berm, (v) eighteen-inch (18") lateral storm drain A-8 and all associated features, and (vi) eighteen-inch (18") lateral storm drain A-9 and all associated features; and

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), an Environmental Impact Report ("EIR") for the San Gorgonio Crossing (Project), Final EIR No. 534, was previously prepared and certified by the County of Riverside, as the CEQA Lead Agency, on October 24, 2017 (State Clearinghouse No. 2014011009); and

**WHEREAS**, pursuant to the CEQA, a Supplemental EIR (SEIR) was certified by the Lead Agency

FORM APPROVED COUNTY COUNSEL  
BY: TEJLA J. MUSHREF-DANESH DATE 2/2/21

1 on May 19, 2020; the changes made in the SEIR do not affect the Cooperative Agreement; and

2           **WHEREAS**, the County of Riverside served as Lead Agency for the environmental review and  
3 analysis of the Project pursuant to the requirements of CEQA; and  
4

5           **WHEREAS**, the Lead Agency, at a noticed public meeting, reviewed and considered the EIR, the  
6 Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written comments  
7 received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and Reporting  
8 Program, and approved the Project; and  
9

10           **WHEREAS**, the District has limited approval and implementing authority over the Project and thus  
11 serves only as a Responsible Agency for the maintenance of the above flood control facility components of  
12 the Project pursuant to the requirements of CEQA; and  
13

14           **WHEREAS**, the District, as a Responsible Agency, has determined that the certified EIR  
15 adequately analyzes the potential environmental impacts associated with the District's limited role as a  
16 Responsible Agency related to the Cooperative Agreement; and

17           **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.  
18

19           **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of  
20 Supervisors of the Riverside County Flood Control and Water Conservation District ("Board") assembled  
21 in regular session on March 02, 2021, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup>  
22 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the  
23 evidence and testimony presented on the matter, both written and oral, including the EIR as it relates to the  
24 Project, that:  
25

26           SECTION 1. CEQA Actions.

- 27                   (a) Consideration of the EIR and Adoption of Findings Regarding CEQA  
28                   Compliance. In the District's limited role as a Responsible Agency under

1 CEQA, the District has received, reviewed, and considered the information  
2 contained in the EIR for the San Gorgonio Crossing, Final EIR No. 534, the  
3 Initial Study, all comment letters, and other related documents. Based on this  
4 review, the Board, as the decision-making body for the District, finds that, as  
5 to those potential environmental impacts within the District's powers and  
6 authorities as a Responsible Agency, the EIR for the Project contains a  
7 complete, objective, and accurate reporting of those potential impacts and  
8 reflects the independent judgment and analysis of the Board.

9 (b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of the  
10 CEQA Statutes and Guidelines, the District, in its limited capacity as a  
11 Responsible Agency, considered the EIR that was prepared by the Lead  
12 Agency and independently finds that the EIR adequately covers the District's  
13 plan check, inspection, and the operation and maintenance of the flood control  
14 facilities that are the subject of the Cooperative Agreement. Furthermore, the  
15 District finds that no significant impacts will occur as a result of the inspection,  
16 operation, and maintenance of the proposed flood control facilities that are the  
17 subject of the Cooperative Agreement, and no further analysis under CEQA is  
18 required.

19 (c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation  
20 measures were not made a condition of approval for the operation and  
21 maintenance of the flood control facilities. Additionally, the District finds no  
22 mitigation measures are necessary for the Cooperative Agreement.

23  
24 SECTION 3. Approval of the Cooperative Agreement. As required by State CEQA Guidelines  
25 Section 15096 and in its limited role as Responsible Agency under CEQA, the Board hereby approves the  
26 Cooperative Agreement.  
27  
28



1 SECTION 4. Notice of Determination. The Board hereby directs staff to file a Notice of  
2 Determination with the Riverside County Clerk within five (5) working days of the approval of the  
3 Cooperative Agreement.

4 SECTION 5. Custodian of Records. The documents and materials that constitute the record of  
5 proceedings on which these findings are based are located at the offices of the Clerk of the Board of  
6 Supervisors for the District at 4080 Lemon Street, 1<sup>st</sup> Floor, Riverside, CA 92501 and the District Office,  
7 1995 Market Street, Riverside, CA 92501.

8 SECTION 6. Execution of Resolution and Agreement. The Clerk of the Board shall sign this  
9 Resolution and the Clerk shall attest and certify to the passage and adoption thereof.

11 ROLL CALL:

12 Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt  
13 Nays: None  
14 Absent: None  
15 Abstained:

16 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the  
17 date therein set forth.

Kecia R. Harper, Clerk of said Board

18 By   
19 Deputy

**NOTICE OF DETERMINATION**

**To: County Clerk**  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

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

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

**State Clearinghouse Number:** 2014011009

**Project Title:** Cooperative Agreement for Cherry Valley Boulevard Storm Drain Line A System (Parcel Map 36564)

**Project Location:** The site is generally northeast of the I-10, north of Cherry Valley Boulevard and westerly of Vineland Street within the unincorporated community of Cherry Valley.

**Project Description:** The Cooperative Agreement is solely to formalize the transfer of necessary rights of way and to provide for construction inspection and subsequent operation and maintenance of the above flood control facilities by the Riverside County Flood Control and Water Conservation District (District). Upon completion of construction of the above storm drain, associated inlet/outlet/spreading structures and appurtenances by the developer, the Cooperative Agreement will allow the District to accept ownership, operation and maintenance of the flood control facilities. Pursuant to CEQA, an Environmental Impact Report ("EIR") for the San Geronio Crossing, Final EIR No. 534 (State Clearinghouse No. 2014011009), was previously prepared and certified by the County of Riverside, as the CEQA Lead Agency. No significant adverse impacts will occur as a result of the plan check, inspection, operation and maintenance of the facilities that are the subject of the Cooperative Agreement.

**CEQA Determination:** This is to advise that the District, in its limited capacity as a Responsible Agency by entering into the Cooperative Agreement, has considered the EIR certified by the Lead Agency (County of Riverside), San Geronio Crossing, Final EIR No. 534, and has made the following determinations regarding the Cooperative Agreement:

1. The Cooperative Agreement will not have a significant effect on the environment.
2. An EIR was prepared and certified by the Lead Agency. The certified EIR was considered and adequately analyzes the potential environmental impacts associated with the District's limited role as a Responsible Agency.
3. Mitigation measures were not made a condition of approval for the Cooperative Agreement.
4. A Statement of Overriding Considerations was not adopted for the Cooperative Agreement.
5. Findings were made pursuant to the provisions of CEQA.

**Documents Available for Review:** This is to certify that the records of this project's approval are available to the general public at: Riverside County Clerk of the Board of Supervisors at 4080 Lemon Street, 1<sup>st</sup> Floor, Suite 127, Riverside, CA 92501.

**Responsible Agency Signature:** \_\_\_\_\_

*J. Uhley*  
JASON E. UHLEY  
General Manager-Chief Engineer

**Date:** 1/26/2021

SB:RS:mcv  
P8\236046

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.  
3/4/21 YPR  
Date Initial

MAR 02 2021 11.2 + 3.26

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/29/2020 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660  
DEPT ID: 947140 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

REF:  
CEQA notice of exemption posting for Parcel Map No. 36564 Developer Agreement 137-40660-0-3-75260-00-00-0000-000

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

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Darrylenn Prudholme B Ext 54330 *JP 10/29/20*  
PRESENTED BY: Joan Valle Ext 51242  
CONTACT: Sean Berriman Ext 51242

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

COOPERATIVE AGREEMENT

Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
 Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
 Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
 Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
 Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
 Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234  
 Parcel Map No. 36564

This Cooperative Agreement ("Agreement"), dated as of MAR 02 2021, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), and I 10 Logistics Owner, LLC, a Delaware Limited Liability Company, ("DEVELOPER"). DISTRICT, COUNTY, and DEVELOPER individually referred to herein as "party" and collectively referred to herein as "parties." The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within County of Riverside. DEVELOPER has submitted for approval PM36534 located in the unincorporated area of Riverside County. As a condition of approval for PM36534, 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. 36564 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, are shown on DISTRICT's Drawing No. 5-0236, and as shown in concept on Exhibit "B", attached hereto and made a part hereof and includes the construction of:

- i. Approximately 4,150 lineal feet of underground storm drain system as shown on DISTRICT's Drawing No. 5-0236 as LINE A as shown in concept in "BLUE" in Exhibit "B", and associated

- inlet, upstream and downstream energy dissipating structures and outlet, headwall, wingwall, cutoff walls, riprap, and concrete v-ditch, excluding the upstream training berms ("TRAINING BERM A"), hereinafter called "LINE A"; and
- ii. Outlet basin downstream of LINE A, consisting of basin slopes, basin floor, access roads, access ramps, riprap, embankment, culvert, and concrete spillway, all as shown on page 35 of DISTRICTS Drawing No. 5-0236 as Spreading Structure Detail, hereinafter called "SPREADING STRUCTURE"; and
  - iii. Approximately 510 lineal feet of lateral storm drain as shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-1 as shown in concept in "RED" in Exhibit "B" and associated junction structures, upstream headwall/wingwall structure and associated riprap, hereinafter called "LATERAL A-1"; and
  - iv. Approximately 1,908 lineal feet of lateral storm drain as shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-2 as shown in concept in "GREEN" in Exhibit "B" and associated inlet, outlet, headwall, wingwall, cutoff walls, riprap, excluding the upstream training berm ("TRAINING BERM A-2") hereinafter called "LATERAL A-2"; and
  - v. Approximately 9 lineal feet of eighteen-inch (18") diameter lateral storm drain as shown on the plans as LATERAL A-8 as shown in concept in "ORANGE" in Exhibit "B" and associated structures, hereinafter called "LATERAL A-8"; and
  - vi. Approximately 7 lineal feet of eighteen-inch (18") diameter lateral storm drain as shown on DISTRICT's Drawing No. 5-

0236 as LATERAL A-9 as shown in concept in "PURPLE" in Exhibit "B" and associated structures, hereinafter called "LATERAL A-9"; and

- vii. Inlet basin, headwall, wingwall, cutoff walls, and riprap, excluding the upstream training berms ("TRAINING BERM A") for LATERAL A-6, hereinafter called "LATERAL A-6 INLET"; and
- viii. 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 DISTRICT's inspection and approval.

D. Together, LINE A, LATERAL A-1, LATERAL A-2, LATERAL A-2 SURFACE FEATURES, LATERAL A-8, LATERAL A-9, LATERAL A-6 INLET, and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES, the project includes the construction of:

- i. Approximately 212 lineal feet of twenty-four-inch (24") diameter lateral storm drain, and associated features shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-10, hereinafter called "LATERAL A-10"; and
- ii. All storm drains within public right of way (ROBERTS STREET) as shown on DISTRICT's Drawing No. 5-0236, excluding DISTRICT's portion of LINE A and LATERAL A-

2 located within Roberts Street, hereinafter called "ROBERTS STREET FACILITIES"; and

F. LATERAL A-10 and ROBERTS STREET FACILITIES are hereinafter called "COUNTY FACILITIES"; and

G. Associated with the construction of DISTRICT FACILITIES and COUNTY FACILITIES, the project includes the construction of:

- i. Approximately 1,403 lateral feet of underground storm drain mainline as shown on DISTRICT's Drawing No. 5-0236 as LINE B, and associated lateral storm drains, inlets, outlets, upstream and downstream energy dissipating structures hereinafter called "LINE B"; and
- ii. Outlet basin downstream of LINE B, including basin slopes, basin floor, access roads, access ramps, riprap, embankment, culvert, and concrete spillway all as shown on the page 34 of DISTRICTS Drawing No. 5-0236 as Spreading Structure Detail, hereinafter called "LINE B SPREADING STRUCTURE"; and
- iii. Approximately 850 lineal feet of thirty-six-inch (36") diameter lateral storm drain and associated features shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-3, hereinafter called "LATERAL A-3"; and
- iv. Approximately 167 lineal feet of forty-eight-inch (48") diameter lateral storm drain and associated features shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-4, hereinafter called "LATERAL A-4"; and
- v. Approximately 50 lineal feet of lateral storm drain outside

public right of way (ROBERTS STREET) as shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-5, hereinafter called "DEVELOPER LATERAL A-5"; and

- vi. Approximately 420 lineal feet of thirty-six-inch (36") diameter lateral storm drain and associated features shown on the plans as LATERAL A-6, hereinafter called "LATERAL A-6"; and
- vii. Approximately 49 lineal feet of forty-eight-inch (48") diameter lateral storm drain and associated inlet as shown on DISTRICT's Drawing No. 5-0236 as LATERAL A-7, hereinafter called "LATERAL A-7"; and
- viii. TRAINING BERM A and TRAINING BERM A-2, hereinafter called "TRAINING BERMS"; and
- ix. Mitigation Channels, two (2) Water Quality Basin's and their associated features, hereinafter called "MITIGATION FACILITIES"; and

H. Together, LINE B, LATERAL B-1, LATERAL A-3, LATERAL A-4, DEVELOPER LATERAL A-5, LATERAL A-6, LATERAL A-7, TRAINING BERMS, and MITIGATION FACILITIES are hereinafter called "DEVELOPER FACILITIES" to be initially owned and maintained by DEVELOPER and subsequently owned and maintained by the Property Owners for Parcel Map No. 36564; and

I. Together, DISTRICT FACILITIES, COUNTY FACILITIES, and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

J. DEVELOPER and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications



for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

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

L. DISTRICT is willing to: (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, (c) obtains and conveys to DISTRICT and COUNTY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and COUNTY FACILITIES, 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 FACILITIES as set forth herein; and

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

NOW, THEREFORE, in consideration of the preceding recitals and the

mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and COUNTY for their 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. Additionally, DEVELOPER shall pay COUNTY, within thirty (30) days after receipt of periodic billings from COUNTY, any and all such amounts as are deemed reasonably necessary by COUNTY to cover COUNTY's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, and (iii) the processing and administration of this Agreement.
3. Grant DISTRICT and COUNTY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.
4. Provide COUNTY, upon execution of this Agreement, or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 36564 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in

accordance with COUNTY's ordinance for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by COUNTY. The surety, amount and form of the bonds, shall list DISTRICT as an obligee in addition to the COUNTY and shall be subject to approval by DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY as complete.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, upon DISTRICT approval of IMPROVEMENT PLANS, the estimated cost of providing construction inspection for DISTRICT 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 FACILITIES.

6. 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.

7. 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.

8. 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 COUNTY's approval.

9. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and COUNTY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. 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 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 FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT (Attention: Real Estate Services Section) and COUNTY, upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 36564 or any phase thereof, whichever occurs first, with

sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and COUNTY.

11. Obtain and provide DISTRICT (Attention: Real Estate Services Section), upon DISTRICT approval of IMPROVEMENT PLANS, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT 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).

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

13. Furnish DISTRICT (Attention: Plan Check Section) and COUNTY each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and COUNTY respectively.

14. Notify DISTRICT in writing (Attention: Construction Management Section) after receiving DISTRICT's plan check, administrative, and right of way clearance for PROJECT as set forth in Sections I.3 through I.11, 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 COUNTY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

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

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

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

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

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

20. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to

be conveyed to COUNTY 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 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 COUNTY 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.20., 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 (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES (iii) Property Owner(s) accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

23. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (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 FACILITIES plans "Record Drawings."

24. 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.

25. 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 COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

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

4. Record or cause to be recorded, the Irrevocable Offer(s) of



Dedication provided by DEVELOPER pursuant to Section I.11.

5. Inspect construction of DISTRICT 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 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.5., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
8. Provide COUNTY with a reproducible duplicate copy of "Record Drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "Record Drawings" of DISTRICT FACILITIES plans as set forth in Section I.23.
9. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon; (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19., (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.23., (iv) recordation of all conveyance documents described in Section I.20., (v) COUNTY acceptance of COUNTY FACILITIES for ownership, operation, and maintenance, (vi) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

10. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT 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 FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

11. Provide COUNTY reproducible duplicate copy of "Record Drawings" of constructed DISTRICT FACILITIES along with a written notice that the PROJECT is complete and requesting COUNTY to release bonds held for DISTRICT FACILITIES upon; (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "Record Drawings" of DISTRICT FACILITIES plans as set forth in Section I.23.

### SECTION III

COUNTY shall:

1. Review IMPROVEMENT PLANS and approve when COUNTY has determined that such plans meet COUNTY standards and are found acceptable to COUNTY prior to the start of PROJECT construction.
2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.4., and hold said bonds as provided herein. COUNTY shall not release said bonds until DISTRICT provides COUNTY with a reproducible duplicate copy of "Record Drawings" and written notification as set forth in Section II.11.
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 FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain DISTRICT FACILITIES.

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

7. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT 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 COUNTY FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.

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

It is further mutually agreed:

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

DISTRICT and COUNTY approved IMPROVEMENT PLANS.

2. COUNTY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT 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 COUNTY the penal sum of any and all bonds. In which case, DISTRICT or COUNTY on behalf of DISTRICT shall file a claim with DEVELOPER's surety to 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.14. 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 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.14.; 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 FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. 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, COUNTY, 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 and COUNTY; 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 and COUNTY the appropriate form of dismissal (or similar document) relieving DISTRICT or COUNTY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this 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 and COUNTY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or COUNTY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after

the acceptance of PROJECT by COUNTY.

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:

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

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

To  
DEVELOPER: I10 Logistics Investments, LLC  
2 Park Plaza, Suite 700  
Irvine, CA 92614  
Attn: Administrative Member

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. In the event DEVELOPER sells Parcel Map No. 36564, DEVELOPER shall notify DISTRICT of any such transfer or assignment in writing no later than 30 days from the date of the sale. 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 until DISTRICT, COUNTY, DEVELOPER and the new owner(s) of Parcel Map No. 36564 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Parcel Map No. 36564.

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.

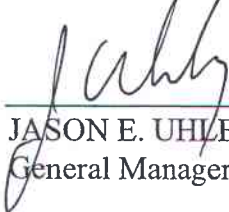
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

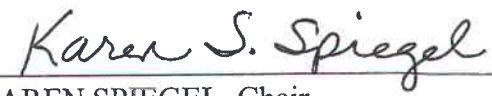
March 2, 2021

(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

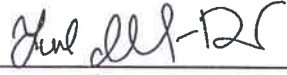
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

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 Parcel Map No. 36564  
Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234  
11/09/20  
BB:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Mark Lancaster  
MARK LANCASTER  
Director of Transportation

By Karen S. Spiegel  
KAREN SPIEGEL, Chair  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By Kristine Bell-Valdez  
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

By Russella Casso  
Deputy

(SEAL)

Cooperative Agreement Parcel Map No. 36564  
Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234  
11/09/20  
BB:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Mark Lancaster  
MARK LANCASTER  
Director of Transportation

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

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

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

(SEAL)

Cooperative Agreement Parcel Map No. 36564  
Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234  
11/09/20  
BB:blm

I10 LOGISTICS OWNER, LLC,  
a Delaware limited liability company

By: I10 Logistics Investments, LLC;  
Sole Member

By: SRI – I10 LDC, LLC  
its Administrative Member

By: B.G.R.  
Name: BRIAN G. ROPP  
Title: AUTHORIZED SIGNATORY

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement Parcel Map No. 36564  
Cherry Valley – Cherry Valley Boulevard Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Boulevard Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234  
11/09/20  
BB:blm

## 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 )

On January 21, 2021 before me, Terri Hovdestad, Notary Public  
(insert name and title of the officer)

personally appeared Brian G. Rupp,  
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

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1: (APNS: 407-220-008 AND 009)

THE NORTH HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF:

EXCEPT THAT PORTION DESCRIBED IN PARCEL 3 HEREIN.

PARCEL 2: (APNS: 407-220-014, 016 AND 017)

THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE FRACTIONAL SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF:

EXCEPT THE SOUTHERLY RECTANGULAR 50.00 FEET IF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 30, AS GRANTED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 22, 1949 IN BOOK 1125 PAGE 431 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPT THAT PORTION DESCRIBED IN PARCEL 3 HEREIN;

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED JUNE 21, 1979 AS INSTRUMENT NO. 126809 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

## COOPERATIVE AGREEMENT

Cherry Valley – Cherry Valley Blvd Storm Drain, Stage 1  
Cherry Valley – Cherry Valley Blvd Lateral A-1, Stage 1  
Cherry Valley – Cherry Valley Blvd Lateral A-2, Stage 1  
Cherry Valley – Cherry Valley Blvd Lateral A-8, Stage 1  
Cherry Valley – Cherry Valley Blvd Lateral A-9, Stage 1  
Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234  
Parcel Map No. 36564



# Exhibit A

PARCEL 3: (APNS: 413-207-012 AND 013; 407-220-004 AND 007)

LOTS 72, 73 AND K TOGETHER WITH PORTIONS OF LOTS 67, 68, 69, 70, 71, 76 AND M IN BLOCK 4 OF KADOTA CITY FIG GROVES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 74 IN BLOCK 4 OF SAID KADOTA CITY FIG GROVES;

THENCE NORTH  $00^{\circ}22'25''$  EAST, 1, 144.28 FEET ON THE WEST LINES OF SAID LOTS M AND K;

THENCE SOUTH  $82^{\circ}42'00''$  WEST, 835.98 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOHN F. DAVIS AND LUCILLE O. DAVIS, HUSBAND AND WIFE, RECORDED AUGUST 31, 1944 IN BOOK 636 PAGE 585 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH  $54^{\circ}51'50''$  EAST, 1, 386.34 FEET ON SAID SOUTHEASTERLY LINE TO A POINT ON THE EAST LINE OF SAID LOT 67, SAID POINT BEING ALSO ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE NORTH  $89^{\circ}47'20''$  EAST, 650.00 FEET;

THENCE SOUTHEASTERLY 335.16 FEET ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH AN ANGLE OF  $64^{\circ}00'40''$ ;

THENCE SOUTH  $26^{\circ}12'00''$  EAST, 700.00 FEET

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Cherry Valley – Cherry Valley Blvd Storm Drain, Stage 1

Cherry Valley – Cherry Valley Blvd Lateral A-1, Stage 1

Cherry Valley – Cherry Valley Blvd Lateral A-2, Stage 1

Cherry Valley – Cherry Valley Blvd Lateral A-8, Stage 1

Cherry Valley – Cherry Valley Blvd Lateral A-9, Stage 1

Project Nos. 5-0-00230, 5-0-00231, 5-0-00232, 5-0-00233, 5-0-00234

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# Exhibit A

THENCE SOUTHERLY 287.98 FEET ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 360.00 FEET, THROUGH AN ANGLE OF 45°50'00", TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHWESTERLY 242.78 FEET ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET, THROUGH AN ANGLE OF 46°22'00" (THE INITIAL RADIAL LINE BEARS SOUTH 70°22'00" EAST)

THENCE SOUTH 60°0'00" WEST, 370.00 FEET;

THENCE WESTERLY 124.56 FEET ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 300.00 FEET THROUGH AN ANGLE OF 23°47'20"

THENCE SOUTH 89°47'20" WEST, 175.25 FEET

THENCE SOUTH 00°22'25" WEST, 377.23 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, FOR CHERRY VALLEY BOULEVARD, RECORDED MAY 18, 1973 AS INSTRUMENT NO. 64964 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89°47'20" WEST, 321.63 FEET ON THE NORTH LINE OF LAST SAID LAND TO THE BEGINNING OF A TANGENT CURVE THEREIN, CONCAVE SOUTHERLY OF 12,555.00 FEET RADIUS;

THENCE WESTERLY 437.95 FEET ON SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'55" TO THE WEST LINE OF SAID LOT M;

THENCE SOUTH 00°22'25" WEST, 24.76 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING.

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Cherry Valley – Cherry Valley Blvd Lateral A-2, Stage 1

Cherry Valley – Cherry Valley Blvd Lateral A-8, Stage 1

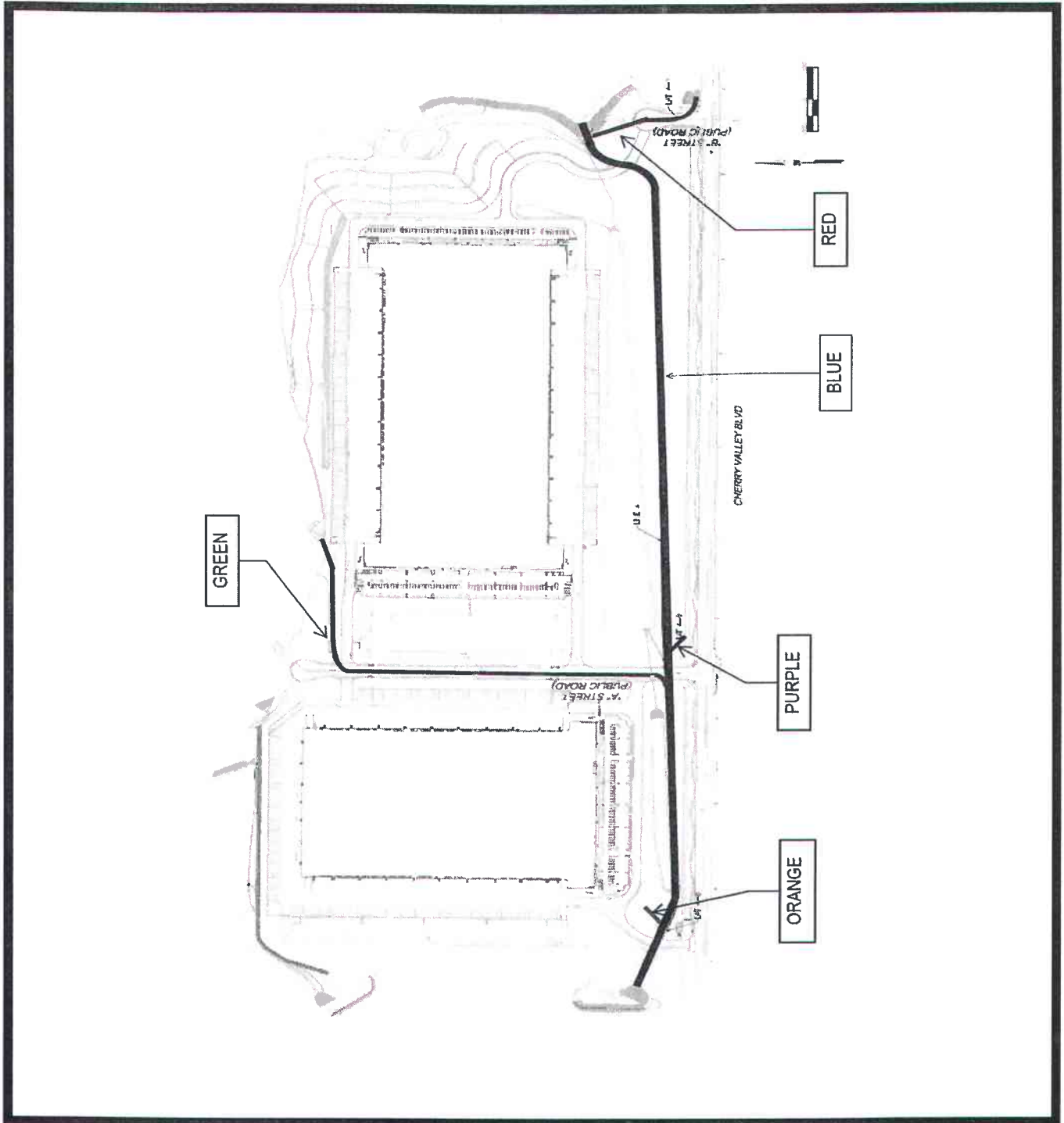
Cherry Valley – Cherry Valley Blvd Lateral A-9, Stage 1

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# Exhibit B



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- Cherry Valley – Cherry Valley Blvd Storm Drain, Stage 1
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- Cherry Valley – Cherry Valley Blvd Lateral A-8, Stage 1
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## 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 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

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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 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 Trail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, prior to, the inception of this Agreement; or 3) demonstrate through

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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. 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.

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

## COOPERATIVE AGREEMENT

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Cherry Valley – Cherry Valley Blvd Lateral A-8, Stage 1

Cherry Valley – Cherry Valley Blvd Lateral A-9, Stage 1

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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.

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 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 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

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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 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

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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 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

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# Exhibit C

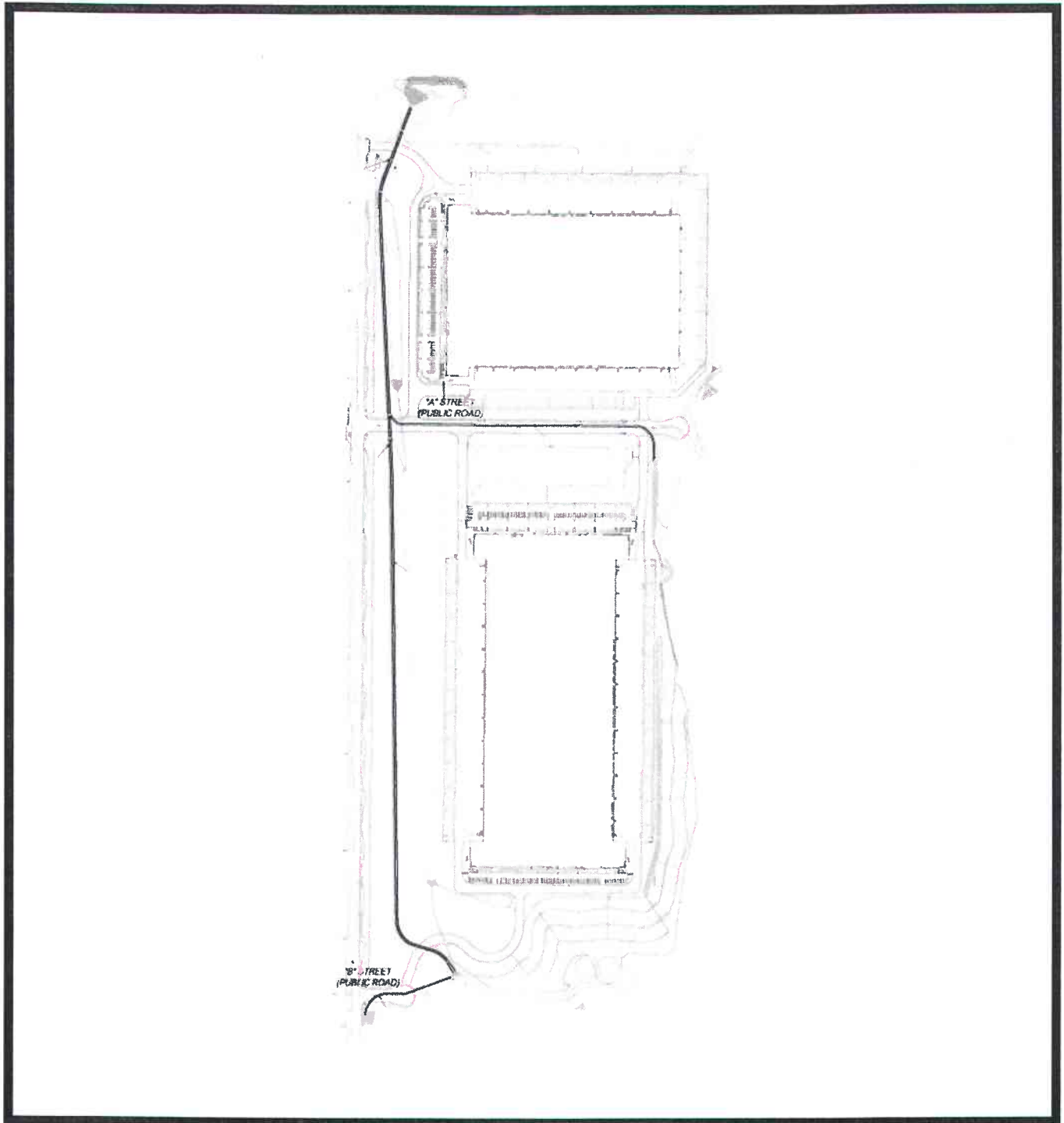
aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required 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.
- 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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# Exhibit D



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