

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



ITEM: 11.2
(ID # 15087)

MEETING DATE:

Tuesday, May 11, 2021

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 Eastvale and DPIF 3 CA 27 ARCHIBALD AVE., LLC, a Delaware Limited Liability Company, for Eastvale MDP Line F-3, Stage 3 and Eastvale MDP Line F-3, Stage 4, (Parcel Map No. 37771), Project Nos. 2-0-00356-03 and 2-0-00356-04, CEQA Nothing Further Required, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act ("CEQA") because all potentially significant effects have been adequately analyzed in an earlier certified Environmental Impact Report (EIR) (SCH # 2019090335);
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Eastvale (City) and DPIF 3 CA 27 ARCHIBALD AVE., LLC, a Delaware limited liability company (Developer);
3. Authorize the Chair to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take certain necessary steps to implement the Agreement including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel; and
5. Direct the Clerk of the Board to return five (5) copies of the executed Agreement to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 4/21/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 11, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Parcel Map No. 37771 are to be constructed by the Developer and inspected, operated and maintained by the District, City and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of the Eastvale MDP Line F-3, Stage 3 and Eastvale MDP Line F-3, Stage 4, Parcel Map No. 37771 storm drain facilities. Upon completion of construction of the drainage facilities, the District will assume ownership, operation and maintenance of the major storm drain systems that are greater than 36 inches in diameter. The City will assume ownership, operation and maintenance of the project's storm drain systems of 36 inches or less in diameter, all inlets, connector pipes, curbs and gutters and catch basins.

County Counsel has approved the Agreement as to legal form.

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 certified by the Lead Agency (City of Eastvale) and independently finds that the EIR adequately covers environmental impacts associated with the Homestead Industrial Project including the construction of six industrial buildings, associated landscaping, road improvements, site access and utility improvements in the city of Eastvale. This Agreement merely establishes the terms by which the District will assume ownership and responsibility for operation and maintenance of completed flood control facilities. No significant adverse impacts not already analyzed by the previously certified EIR (SCH # 2019090335) will occur as a result of this Agreement, and as such, no further analysis under CEQA is required.

Impact on Residents and Businesses

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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As noted above, construction of these drainage improvements is a requirement for the development of Parcel Map No. 37771. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

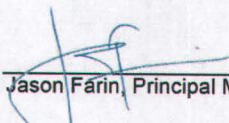
Additional Fiscal Information

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:

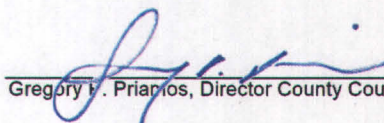
1. Vicinity Map
2. Cooperative Agreement

AK:blm
P8/237736



Jason Farin, Principal Management Analyst

5/4/2021



Gregory L. Priamos, Director County Counsel

4/29/2021

COOPERATIVE AGREEMENT
Eastvale MDP Line F-3, Stage 3
Eastvale MDP Line F-3, Stage 4
Project Nos. 2-0-00356-03, 2-0-00356-04
Parcel Map No. 37771

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), the city of Eastvale, a municipal corporation of the State of California ("CITY"), and DPIF 3 CA 27 ARCHIBALD AVE., LLC, a Delaware Limited Liability Company ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "party" and collectively referred to herein as "parties". The parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. The legal description of Parcel Map No. 37771 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Parcel Map No. 37771 located in the city of Eastvale. Pursuant to the conditions of approval for Parcel Map No. 37771, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 2-0492 include the construction of:

- i. Approximately 301 lineal feet of underground storm drain pipe as shown on plans as Line F-3 and as shown in concept in "red" in Exhibit "B", attached hereto and made a part hereof, hereinafter called "EASTVALE MDP LINE F-3, STAGE 3". At the downstream terminus, EASTVALE

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

MAY 11 2021 11.2

MDP LINE F-3, STAGE 3 will connect to the existing DISTRICT maintained facility Eastvale MDP – Line F-3, Stage 1 as shown on District Drawing No. 2-0475; and

- ii. Approximately 47 lineal feet of underground storm drain pipe as shown on plans as Line 3 L-2, and as shown in concept in "blue" in Exhibit "B", hereinafter called "EASTVALE MDP LINE F-3, STAGE 4". At the upstream terminus, EASTVALE MDP LINE F-3, STAGE 4 will connect to EASTVALE MDP LINE F-3, STAGE 3; and
- iii. All safety devices requested by DISTRICT staff during the course of 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. Together, EASTVALE MDP LINE F-3, STAGE 3, EASTVALE MDP LINE F-3, STAGE 4, and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES includes the construction of connector pipes, all inlets, curbs and gutters, and catch basins at various lateral storm drains that are thirty-six inches (36") or less in diameter, hereinafter called "CITY's FACILITIES". Together, DISTRICT FACILITIES and CITY's FACILITIES, are hereinafter called "PROJECT"; and

E. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

F. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

G. DISTRICT is willing to (i) 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 CITY approved plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES as set forth herein; and

H. CITY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way; and (iii) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, 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. Additionally, DEVELOPER shall pay CITY, within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY'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. 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.9., 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.

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 services 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 Parcel Map No. 37771 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 Parcel Map No. 37771 as set forth in Section I.6., or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY's municipal code for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of CITY FACILITIES 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, respectively. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY as complete.

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 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 plans 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, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY 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 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.

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 request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of CITY FACILITIES.

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 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 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), except those which in the sole discretion of DISTRICT are acceptable.

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

24. Upon completion of PROJECT construction but prior to DISTRICT 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 engineering plans "record drawings".

25. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

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 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.3. 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 DISTRICT 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 drawing" of DISTRICT FACILITIES plans as set forth in Section I.24.

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.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) 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 CITY 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 drawing" of DISTRICT 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 construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within CITY 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 CITY'S FACILITIES upon DISTRICT acceptance of DISTRICT 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 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, DEVELOPER, 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 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 commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement. 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, in an amount not to exceed the penal sum of any and all bonds received by CITY from DEVELOPER's surety.

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 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, and 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.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 and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY 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 and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, 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, 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 its 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 or 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 DISTRICT and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the 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 County of Riverside, 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 part 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 estopping such part 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: Contracts Services Section

To CITY: CITY OF EASTVALE
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: Jack Istik

To DEVELOPER: DPIF 3 CA 27 ARCHIBALD AVE., LLC,
a DELAWARE LIMITED LIABILITY COMPANY
5500 Equity Avenue
Reno, NV 89502
Attn: Karsen Keever, Project Manager

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 and effect 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. 37771, DEVELOPER shall notify DISTRICT and CITY 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 in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Parcel Map No. 37771 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. 37771.

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 matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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

//

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

May 11, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

By Karen S. Spiegel
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
LEILA MOSHREF-DANESH
Deputy County Counsel

By Priscilla Rasso
Deputy

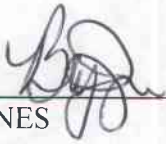
(SEAL)


[Signed in Counterpart]

Cooperative Agreement:
Eastvale MDP Line F-3, Stage 3
Eastvale MDP Line F-3, Stage 4
Project No. 2-0-00356-03 and 2-0-00356-04
Parcel Map No. 37771
AK:blm
04/13/21

RECOMMENDED FOR APPROVAL:

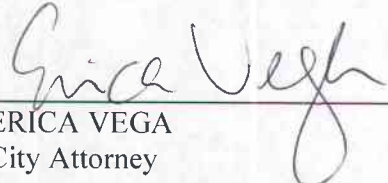
CITY OF EASTVALE


By 
BRYAN JONES
City Manager

By 
JOCELYN YOW
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
ERICA VEGA
City Attorney

By 
MARC DONOHUE
City Clerk

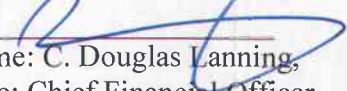
(SEAL)

Cooperative Agreement:
Eastvale MDP Line F-3, Stage 3
Eastvale MDP Line F-3, Stage 4
Project No. 2-0-00356-03 and 2-0-00356-04
Parcel Map No. 37771
AK:blm
04/13/21

**DPIF 3 CA 27 ARCHIBALD AVE., LLC, a
Delaware Limited Liability Company**

By: DPIF III AGG I LP,
a Delaware limited partnership,
its sole member

By: Dermody GP III, LLC,
a Delaware limited liability company
its general partner

By: 
Name: C. Douglas Lanning,
Title: Chief Financial Officer

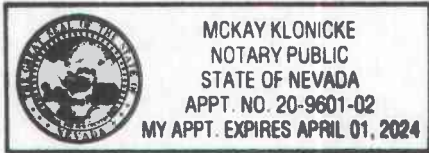
(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Eastvale MDP Line F-3, Stage 3
Eastvale MDP Line F-3, Stage 4
Project No. 2-0-00356-03 and 2-0-00356-04
Parcel Map No. 37771
AK:blm
04/13/21

State of Nevada

County of Washoe

This instrument was acknowledged before me on APRIL 15, 2021 (date)
by C. DOUGLAS CANNING (name of person).



Mckay Klonicke
(Signature of notarial officer)

MY APPT EXPIRES APRIL 01 2024
APPT NO. 20-9901-02
STATE OF NEVADA
NOTARY PUBLIC
MICHAEL D. OAK



EXHIBIT "A"

LEGAL DESCRIPTION

File No.: NCS-1046112-ONT1

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

PARCEL 1:

PARCEL "A" AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 2020-004, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2020 AS INSTRUMENT NO. [2020-0404675](#) OF OFFICIAL RECORDS AND RECORDED NOVEMBER 23, 2020 AS INSTRUMENT NO. [2020-0587064](#), OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27 AND THAT PORTION OF THE FRACTIONAL SOUTHEAST ONE QUARTER OF SECTION 22, ALL IN TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN [BOOK 9, PAGE 33](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID FRACTIONAL NORTHEAST QUARTER OF SECTION 27; THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 27, NORTH $00^{\circ}38'16''$ EAST 1827.79 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, NORTH $89^{\circ}21'14''$ WEST 30.00 FEET TO A POINT ON THE WESTERLY LINE OF ARCHIBALD AVENUE (30.00-FOOT HALF WIDTH PER DEED FILED IN [BOOK 836, PAGE 22](#)) AND AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 115, PAGES 37 THROUGH 50](#), INCLUSIVE, OF RECORD OF SURVEY, IN SAID COUNTY OF RIVERSIDE, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING PARALLEL TO SAID SOUTHERLY LINE, NORTH $89^{\circ}21'14''$ WEST 2343.69 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED DECEMBER 10, 1976 AS INSTRUMENT NO. [190446](#), SAID DEED HAS RADIAL BEARING ERRORS, SEE INSTRUMENT NO. [164385](#) RECORDED OCTOBER 27, 1976, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, NORTH $11^{\circ}51'09''$ EAST 289.04 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH $12^{\circ}48'26''$ EAST 185.83 FEET TO THE SOUTHERLY CORNER OF PARCEL 2300-1A AS DESCRIBED IN INSTRUMENT NO. [2008-0594927](#), RECORDED NOVEMBER 10, 2008, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 2300-1A THE FOLLOWING (5) COURSES:

1. NORTH $33^{\circ}42'49''$ EAST 87.63 FEET;
 2. NORTH $12^{\circ}58'05''$ EAST 57.12 FEET;
 3. NORTH $28^{\circ}41'02''$ EAST 70.29 FEET TO THE BEGINNING OF A NON-TANGENT 262.00-FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO WHICH BEARS NORTH $46^{\circ}13'57''$ WEST;
 4. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 119.58 FEET THROUGH A CENTRAL ANGLE OF $26^{\circ}09'01''$;
 5. NORTH $69^{\circ}55'04''$ EAST 263.98 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 2300-1C OF SAID INSTRUMENT NO. [2008-0594927](#);
- THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2300-1C, NORTH $69^{\circ}55'04''$ EAST 511.11 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH $20^{\circ}05'28''$ EAST 318.32 FEET TO THE

EXHIBIT "A"

BEGINNING OF A NON-TANGENT 627.00-FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO WHICH BEARS NORTH 29°51'45" WEST;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 244.87 FEET THROUGH A CENTRAL ANGLE OF 22°22'34";
THENCE NORTH 82°30'49" EAST 122.21 FEET;
THENCE NORTH 7°29'11" WEST 130.68 FEET;
THENCE NORTH 82°30'49" EAST 12.49 FEET;
THENCE NORTH 7°29'11" WEST 231.72 FEET TO SAID SOUTHEASTERLY LINE OF PARCEL 2300-1C;

THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING (3) COURSES:

1. NORTH 69°55'04" EAST 541.37 FEET TO THE BEGINNING OF A 3038.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;
2. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 261.17 FEET, THROUGH A CENTRAL ANGLE OF 4°55'32";
3. NORTH 64°59'32" EAST 151.96 FEET TO THE WESTERLY LINE OF ARCHIBALD AVENUE (30.00-FOOT HALF WIDTH PER SAID [BOOK 836, PAGE 22](#)) AND AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING ON A 970.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 77°34'17" EAST;

THENCE ALONG SAID WESTERLY LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 223.45 FEET THROUGH A CENTRAL ANGLE OF 13°11'55";
THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 0°46'12" WEST 484.39 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 22.
THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 0°38'16" WEST 811.65 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

PARCEL "B" AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. 2020-004, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 31, 2020 AS INSTRUMENT NO. [2020-0404675](#) OF OFFICIAL RECORDS AND RE-CORDED NOVEMBER 23, 2020 AS INSTRUMENT NO. [2020-0587064](#), Official records, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27 AND THAT PORTION OF THE FRACTIONAL SOUTHEAST ONE QUARTER OF SECTION 22, ALL IN TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN BY SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN [BOOK 9, PAGE 33](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF PARCEL 2300-1C AS DESCRIBED IN INSTRUMENT NO. [2008-0594927](#), RECORDED NOVEMBER 10, 2008, OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 115, PAGES 37 THROUGH 50](#), INCLUSIVE, OF RECORD OF SURVEY, IN SAID COUNTY OF RIVERSIDE;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2300-1C, SOUTH 69°59'32" WEST (RECORD NORTH 69°59'36" EAST) 151.96 FEET TO THE BEGINNING OF A 3,038-FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 261.17 THROUGH A CENTRAL ANGLE OF 4°55'32";
THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 69°55'04" WEST 995.14 FEET TO THE TRUE POINT OF BEGINNING;

EXHIBIT "A"

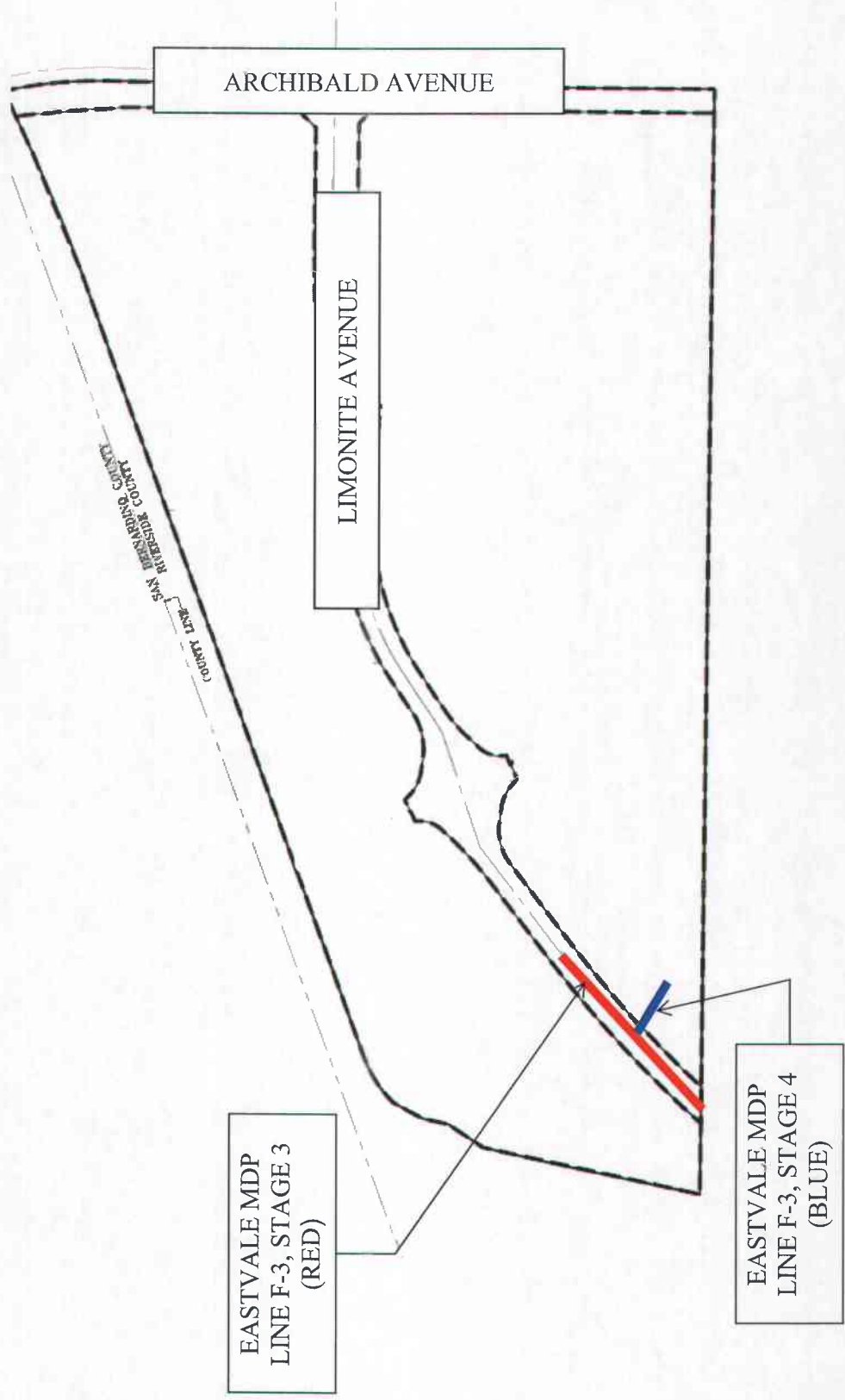
THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 20°05'28" EAST 318.32 FEET TO THE BEGINNING OF A NON-TANGENT, 627.00-FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO WHICH BEARS NORTH 29°51'45" WEST;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 244.87 FEET THROUGH A CENTRAL ANGLE OF 22°22'34";
THENCE NORTH 82°30'49" EAST 122.21 FEET;
THENCE NORTH 7°29'11" WEST 130.68 FEET;
THENCE NORTH 82°30'49" EAST 12.49 FEET;
THENCE NORTH 7°29'11" WEST 231.72 FEET TO SAID SOUTHEASTERLY LINE;
THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 69°55'04" WEST 453.77 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OILS, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, AS RESERVED BY KENNETH EARLE IMBACH, ET AL., IN THE DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED DECEMBER 20, 1974 IN [BOOK 1974, PAGE 160887](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID KENNETH EARLE IMBACH, ET AL, THEIR HEIRS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER.

AS RESERVED IN THE DEED BY SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION RECORDED OCTOBER 04, 1996 AS INSTRUMENT NO. [382012](#) OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 144-010-015 (Affects Parcel A)
144-010-020 (Affects Portion of Parcels A and B)
144-010-023 (Affects Portions of Parcels A and B)
144-010-024 (Affects Parcel A)
144-010-032 (Affects Portion of Parcels A and B)

EXHIBIT "B"



COOPERATIVE AGREEMENT

Eastvale MDP Line F-3, Stage 3
Eastvale MDP Line F-3, Stage 4
Project No.(s) 2-0-00356-03, 2-0-00356-04
Parcel Map No. 37771

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 coverages 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 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

EXHIBIT "C"

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

E. General Insurance Provisions – All Lines:

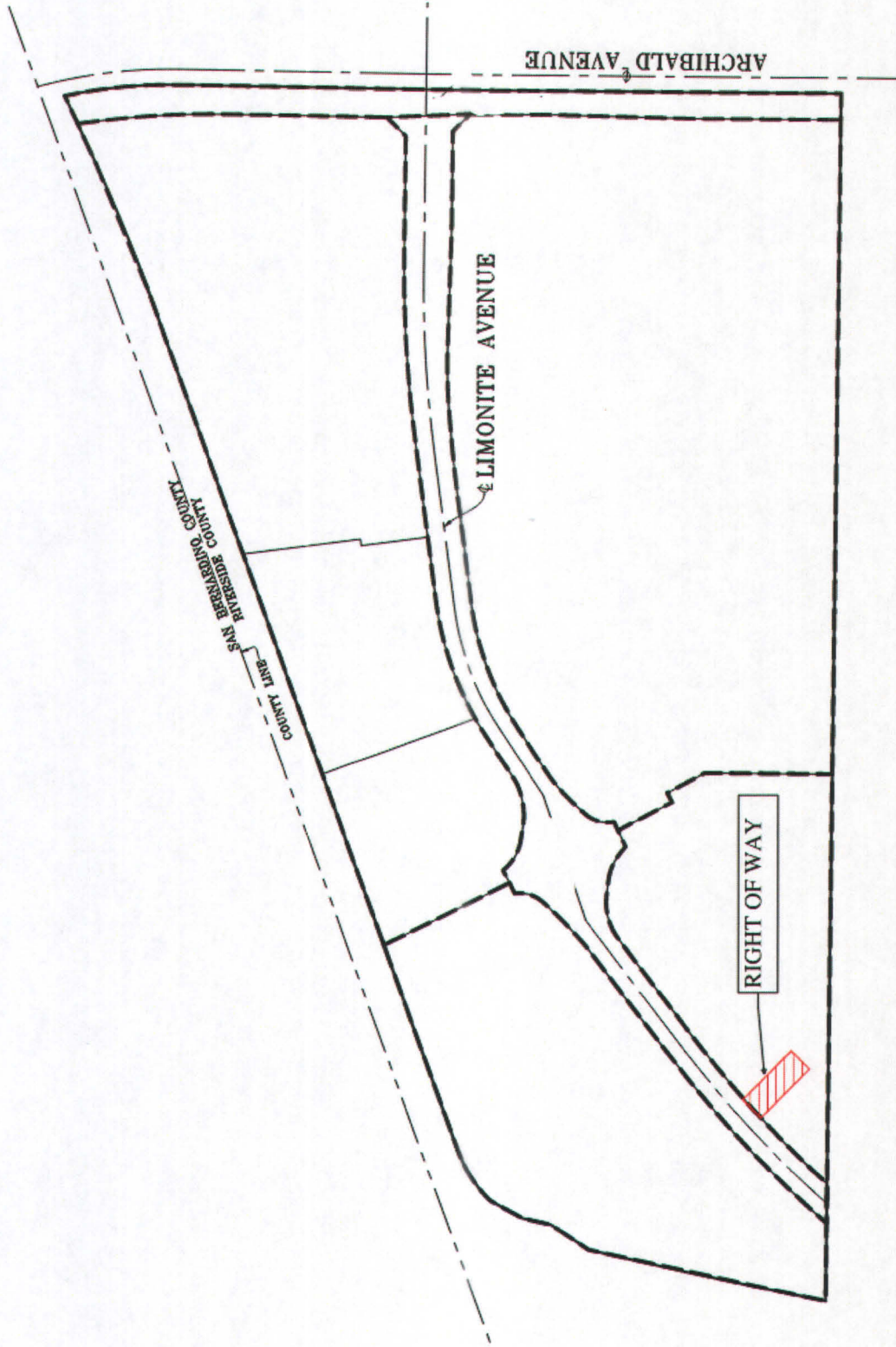
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which 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

EXHIBIT "C"

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 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.

EXHIBIT "D"



COOPERATIVE AGREEMENT

Eastvale MDP Line F-3, Stage 3
Eastvale MDP Line F-3, Stage 4
Project No.(s) 2-0-00356-03, 2-0-00356-04
Parcel Map No. 37771