

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



**ITEM:** 11.2  
(ID # 15455)

**MEETING DATE:**

Tuesday, July 27, 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 Jurupa Valley and Agua Mansa Predev for Belltown Market Street Storm Drain, Stage 2, Belltown Market Street Storm Drain, Stage 3, Belltown Market Street Storm Drain, Stage 4, (Parcel Map No. 37528), Project No. 1-0-00148, Nothing Further is Required Under CEQA, District 2. [\$0]

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

1. Find that the approval of the Cooperative Agreement that formalizes the transfer of the necessary rights of way and provides for construction inspection and subsequent operation and maintenance of the above flood control facilities will not have a significant adverse effect on the environment and that any potentially significant environmental effects have been adequately analyzed in the Agua Mansa Commerce Park Specific Plan Environmental Impact Report (SCH No. 2017071034) adopted by the Lead Agency;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Jurupa Valley (City) and Agua Mansa Predev (Developer);

Continued on Page 2

**ACTION: Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 7/15/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, 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: July 27, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



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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: NA</b>			<b>Budget Adjustment: No</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. 37528 are to be constructed by 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 Belltown Market Street Storm Drain, Stage 2, Belltown Market Street Storm Drain, Stage 3 and Belltown Market Street Storm Drain, Stage 4.

A portion of the District's facilities are located within the Union Pacific Railroad (UPRR) held rights of way. Prior to the commencement of construction, District and Developer will enter into a separate legal instrument(s) setting forth the particular provisions under which Developer will construct and the District will operate and maintain the portion of District facilities within UPRR's right of way.

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

- (i) Line A underground storm drain and associated features
- (ii) Lateral storm drain A-1 and all associated features
- (iii) Lateral storm drain A-8 and all associated features

City will assume ownership, operation and maintenance of:

- (i) Lateral storm drain A-9 and all associated features
- (ii) Lateral storm drain A-10 and all associated features
- (iii) Lateral storm drain A-11 and all associated features

Developer will assume ownership, operation and maintenance of:

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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- (i) Lateral storm drain A-2 and all associated features
- (ii) Lateral storm drain A-3 and all associated features
- (iii) Lateral storm drain A-4 and all associated features
- (iv) Lateral storm drain A-5 and all associated features
- (v) Lateral storm drain A-6 and all associated features
- (vi) Lateral storm drain A-7 and all 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 (City of Jurupa Valley) 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 adverse 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. 37528.

**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.

**Attachment:**

- 1. Vicinity Map
- 2. Cooperative Agreement

BB:blm  
P8/238478



Jason Farin, Principal Management Analyst

7/20/2021



Gregory K. Priamos, Director County Counsel

7/15/2021

COOPERATIVE AGREEMENT

Belltown – Market Street Storm Drain, Stage 2  
Belltown – Market Street Storm Drain, Stage 3  
Belltown – Market Street Storm Drain, Stage 4  
Project No. 1-0-00148  
Parcel Map 37528

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Jurupa Valley, a California municipal corporation ("CITY"), and Agua Mansa Commerce Predev, LLC, a Delaware limited liability company ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are 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 the city of Jurupa Valley. DEVELOPER has submitted for approval Parcel Map 37528 (PM 37528) located in the city of Jurupa Valley. As a condition of approval for PM 37528, 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 PM 37528 is provided in Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements as shown on DISTRICT Drawing No. 1-0747 and as shown in concept on Exhibit "B", attached hereto and made a part hereof, include the construction of:

- i. Approximately 3,256 lineal feet of underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LINE A and as shown in concept in red on Exhibit "B" ("LINE A"). At the

downstream terminus, LINE A will extend from existing eighty-four inch (84") reinforced concrete pipe as shown on DISTRICT Drawing No. 1-0632; and

- ii. Approximately 53 lineal feet of underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-1 and as shown in concept in blue on Exhibit "B" ("LATERAL A-1"). At the upstream terminus, LATERAL A-1 will meet existing forty-eight inch (48") reinforced concrete pipe as shown on DISTRICT Drawing No. 1-0632; and
- iii. Approximately 13 lineal feet of underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-8 and as shown in concept in green on Exhibit "B" ("LATERAL A-8"). At the upstream terminus, LATERAL A-8 has a concrete bulkhead; and
- iv. All safety devices requested by DISTRICT staff during construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER and subject to the DISTRICT's inspection and approval.

D. Together, LINE A, LATERAL A-1, LATERAL A-8 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

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

- i. Approximately 12 lineal feet of twenty-four inch (24")

- underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-9, which includes its associated features ("LATERAL A-9"); and
- ii. Approximately 27 lineal feet of thirty-six inch (36") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-10, which includes its associated features ("LATERAL A-10"); and
  - iii. Approximately 21 lineal feet of thirty-six inch (36") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-11, which includes associated features ("LATERAL A-11"); and
  - iv. The construction of certain inlets, connector pipes, curb and gutter, drainage and collection basins, outlet structures and manholes that are located within CITY held easements or rights of way ("CITY APPURTENANCES");

F. Together, LATERAL A-9, LATERAL A-10, LATERAL A-11 and CITY APPURTENANCES are hereinafter called "CITY FACILITIES"; and

G. Associated with the construction of DISTRICT FACILITIES and CITY FACILITIES includes the construction of:

- i. Approximately 8 lineal feet of twenty-four inch (24") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-2, which includes its associated features ("LATERAL A-2"); and
- ii. Approximately 10 lineal feet of twenty-four inch (24") underground storm drain as shown on DISTRICT Drawing No. 1-

- 0747 as LATERAL A-3, which includes its associated features ("LATERAL A-3"); and
- iii. Approximately 15 lineal feet of forty-two inch (42") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-4, which includes its associated features ("LATERAL A-4"); and
  - iv. Approximately 8 lineal feet of eighteen inch (18") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-5, which includes its associated features ("LATERAL A-5"); and
  - v. Approximately 8 lineal feet of eighteen inch (18") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-6, which includes its associated features ("LATERAL A-6"); and
  - vi. Approximately 8 lineal feet of eighteen inch (18") underground storm drain as shown on DISTRICT Drawing No. 1-0747 as LATERAL A-7, which includes its associated features ("LATERAL A-7"); and
  - vii. The construction of certain street inlets, connector pipes, curb and gutter, drainage and collection basins, outlet structures and manholes that are located within DEVELOPER held easements or rights of way ("DEVELOPER APPURTENANCES"); and

H. Together, LATERAL A-2, LATERAL A-3, LATERAL A-4, LATERAL A-5, LATERAL A-6, LATERAL A-7 and DEVELOPER APPURTENANCES are hereinafter called "DEVELOPER FACILITIES", and



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

J. DEVELOPER and CITY 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 CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect and approve the construction of CITY 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 CITY approved plans and specifications, (c) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and CITY 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. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES and CITY FACILITIES, (iv) grant DISTRICT the right to inspect, operate

and maintain DISTRICT FACILITIES within CITY rights of way, and (v) 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.

N. A portion of DISTRICT FACILITIES is located within the Union Pacific Railroad (UPRR) held rights of way as shown in concept in pink on Exhibit "E", hereinafter called "RAILROAD RIGHT OF WAY FACILITIES". Therefore, it is anticipated that, prior to the commencement of PROJECT construction, DISTRICT or DEVELOPER will enter into a separate legal instrument(s) setting forth the particular provisions under which DEVELOPER will construct and DISTRICT will operate and maintain RAILROAD RIGHT OF WAY FACILITIES within UPRR's right of way.

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 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. Grant DISTRICT and CITY, by execution of this Agreement, the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

4. Provide CITY, upon execution of this Agreement or not less than twenty (20) days prior to recordation of the final map for PM 37528 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 list DISTRICT as an obligee in addition to the CITY and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY 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 CITY's approval.

9. 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. CITY, its respective directors, officers, City Council, employees, elected or appointed officials, agents or representatives shall be included as Additional Insured for such

insurance along with DISTRICT. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT 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 CITY, upon DISTRICT approval of IMPROVEMENT PLANS or not less than twenty (20) days prior to recordation of the final map for PM 37528 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.

11. For portions outside of RAILROAD RIGHT OF WAY as shown in concept in pink on Exhibit "E", obtain and provide DISTRICT (Attention: Real Estate Services Section), upon DISTRICT approval of IMPROVEMENT PLANS, 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). For portions within RAILROAD RIGHT OF WAY, obtain the

appropriate rights as approved by UPRR and DISTRICT pursuant to separate instrument(s).

12. For portions outside of RAILROAD RIGHT OF WAY, 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. For portions within RAILROAD RIGHT OF WAY, furnish the appropriate real estate document(s) as approved by UPRR and DISTRICT pursuant to separate instrument(s) prior to commencing construction.

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

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.4 through I.13, 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 and 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.

15. 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").

16. 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.

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

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

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

20. For portions outside of RAILROAD RIGHT OF WAY, 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 on Exhibit "D", attached hereto and made a part

hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section I.2, 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 accept 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, and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY 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 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.12.
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 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 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) CITY acceptance of CITY FACILITIES for ownership, operation and maintenance, (vi) DISTRICT FACILITIES 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 reproducible duplicate copy of "Record Drawings" of constructed DISTRICT FACILITIES along with a written notice that the PROJECT is complete and requesting CITY 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

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY 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.4., and hold said bonds as provided herein. CITY shall not release said bonds until DISTRICT provides CITY 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 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 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 is improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

#### SECTION IV

It is further mutually agreed:

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

2. CITY and DEVELOPER personnel may observe and inspect all work

being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within eight (8) months after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, DISTRICT or CITY 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 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.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, the

County of Riverside, CITY its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, City Council, 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 or compromise any such claim, proceeding or action without the prior consent of DISTRICT, the County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to

Indemnitees as set forth herein; and provided further, no settlement on behalf of CITY that would impose construction, maintenance or other obligation on CITY beyond those described in this Agreement shall be effective unless and until the settlement agreement is agreed to in writing by City Manager on behalf of CITY.

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

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

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

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, City Council, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage whatsoever for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by



DEVELOPER of DISTRICT or CITY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT after the acceptance of PROJECT by CITY.

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

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

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

To CITY: CITY OF JURUPA VALLEY  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
Attn: Paul Toor

To DEVELOPER: AGUA MANSA COMMERCE PREDEV LLC  
101 California Street, 40<sup>th</sup> Floor  
San Francisco, CA 94111  
Attn: Pedro Sanchez

Copy: AGUA MANSA COMMERCE PREDEV LLC  
101 California Street, 40<sup>th</sup> Floor  
San Francisco, CA 94111  
Attn: Law Department

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 Tract Map No. 35728, 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 contained in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 35728 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 35719.

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) that have the authority to authorize or deny entering into this Agreement.

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

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

//

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

July 27, 2021  
(to be filled in by Clerk of the Board)

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

RECOMMENDED FOR APPROVAL:

By [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

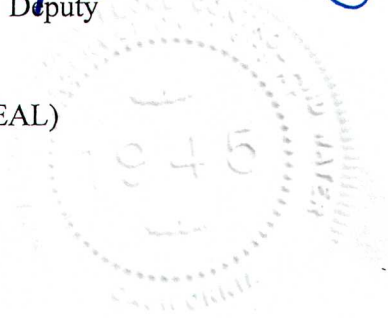
ATTEST:

KECIA HARPER  
Clerk of the Board

By [Signature]  
SHELLIE CLACK  
Deputy County Counsel

By [Signature]  
Deputy

(SEAL)



[Signed in Counterpart]

Cooperative Agreement with City of Jurupa Valley and Agua Mansa Commerce Predev, LLC  
Belltown – Market Street Storm Drain, Stage 2  
Belltown – Market Street Storm Drain, Stage 3  
Belltown – Market Street Storm Drain, Stage 4  
Project No. 1-0-00148  
Parcel Map 37528  
05/25/21  
BB:blm



**CITY OF JURUPA VALLEY**

RECOMMENDED FOR APPROVAL:

By Rod L. Butler  
ROD BUTLER  
City Manager

By Lorena Barajas  
LORENA BARAJAS  
Mayor

APPROVED AS TO FORM:

ATTEST:

By Peter Thorson  
PETER THORSON  
City Attorney

By Victoria Wasko  
VICTORIA WASKO  
City Clerk

(SEAL)

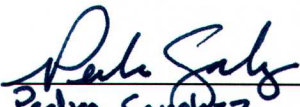
Cooperative Agreement with City of Jurupa Valley and Agua Mansa Commerce Predev, LLC  
Belltown – Market Street Storm Drain, Stage 2  
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Belltown – Market Street Storm Drain, Stage 4  
Project No. 1-0-00148  
Parcel Map 37528  
05/25/21  
BB:blm

AGUA MANSA COMMERCE PREDEV, LLC, a  
Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: PR II Agua Mansa Commerce, LLC,  
a Delaware limited liability company,  
its managing member

By: PRISA II LHC, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Pedro Sanchez  
Title: Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement with City of Jurupa Valley and Agua Mansa Commerce Predev, LLC  
Belltown – Market Street Storm Drain, Stage 2  
Belltown – Market Street Storm Drain, Stage 3  
Belltown – Market Street Storm Drain, Stage 4  
Project No. 1-0-00148  
Parcel Map 37528  
05/25/21  
BB:blm

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            }  
  } ss.  
COUNTY OF SAN FRANCISCO    }

On July 8<sup>th</sup>, 2021 before me, JANE SUH, Notary Public, personally appeared PEDRO SANCHEZ, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Jane Suh  
Jane Suh

(seal)







# Exhibit A

## LEGAL DESCRIPTION

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

**PARCEL 1:** (APN: 175-200-001)

LOT 4 IN BLOCK 1, RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF RIVINO BOULEVARD AS SHOWN ON SAID MAP WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LOTS, SAID RIVINO BOULEVARD HAVING BEEN VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED JULY 20, 1954 AS INSTRUMENT NO. 36581 IN BOOK 1611, PAGE 177 OFFICIAL RECORDS.

**PARCEL 2:** (APNs: 175-200-002; 175-200-003; 175-200-004; 175-200-005; 175-200-007)

LOTS 1 THROUGH 18, INCLUSIVE OF RIVINO GARDENS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 3:** (APN: PORTION OF 175-200-008)

THAT PORTION OF LOT 9 IN BLOCK 1, RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT;

THENCE NORTH 89° 48' 00" EAST ALONG THE NORTHERLY LINE OF SAID LOT, 300 FEET TO THE WESTERLY LINE OF HALL AVENUE;

THENCE SOUTHERLY 00° 08' 00" EAST, ALONG THE WESTERLY LINE OF HALL AVENUE, 125.92 FEET;

THENCE SOUTH 89° 49' 00" WEST, 300.00 FEET TO THE WESTERLY LINE OF SAID LOT;

THENCE NORTH 00° 08' 00" WEST, ALONG THE WESTERLY LINE OF SAID LOT, 125.85 FEET, TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 13, PAGE 51 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

**PARCEL 4:** (APN: PORTION OF 175-200-008)

THAT PORTION OF LOT 9 IN BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF RIVINO BOULEVARD AND THE WESTERLY LINE OF HALL AVENUE;

THENCE NORTH 00° 08' 00" WEST, ON THE WESTERLY LINE OF HALL AVENUE, 378.00 FEET, FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 49' 00" WEST, 300.00 FEET TO THE WESTERLY LINE OF SAID LOT 9;

THENCE NORTH 00° 08' 00" WEST, ON THE WESTERLY LINE OF SAID LOT, 126.00 FEET;

THENCE NORTH 89° 49' 00" EAST, 300.00 FEET TO THE WESTERLY LINE OF HALL AVENUE;

## COOPERATIVE AGREEMENT

Belltown – Market Street Storm Drain, Stage 2

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Belltown – Market Street Storm Drain, Stage 4

Project No. 1-0-00148

Parcel Map 37528

# Exhibit A

THENCE SOUTH 00° 08' 00" EAST, ON THE WESTERLY LINE OF HALL AVENUE, 126.00 FEET, TO THE POINT OF BEGINNING.

**PARCEL 5:** (APN: PORTION OF 175-200-008)

THAT PORTION OF LOT 9 IN BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF RIVINO BOULEVARD AND THE WESTERLY LINE OF HALL AVENUE, AS SHOWN ON SAID MAP;

THENCE NORTH 00° 08' 00" WEST, ON THE WESTERLY LINE OF HALL AVENUE, 378.0 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 49' 00" WEST, 300.00 FEET, TO THE POINT ON THE WESTERLY LINE OF SAID LOT;

THENCE SOUTH 00° 08' 00" EAST, ON THE WESTERLY LINE OF SAID LOT, 126.00 FEET, TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO P. A. WILLIAMS, A MARRIED MAN, BY DEED FILED FOR RECORD OCTOBER 6, 1949 AS INSTRUMENT NO. 638 IN BOOK 1113, PAGE 407 OFFICIAL RECORDS;

THENCE NORTH 89° 49' 00" EAST, ON THE NORTHERLY LINE OF SAID PARCEL SO CONVEYED, 300.00 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 00° 08' 00" WEST, ON THE WESTERLY LINE OF HALL AVENUE, 126.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

**PARCEL 6:** (APN: PORTION OF 175-200-008)

THAT PORTION OF LOT 9 IN BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF RIVINO BOULEVARD AND THE WESTERLY LINE OF HALL AVENUE;

THENCE SOUTH 89° 49' 00" WEST, 300.00 FEET TO THE WESTERLY LINE OF SAID LOT 9;

THENCE NORTH 00° 08' 00" WEST, ALONG THE WESTERLY LINE OF SAID LOT, 252.00 FEET;

THENCE NORTH 89° 49' 00" EAST, 300.00 FEET TO THE WESTERLY LINE OF HALL AVENUE;

THENCE SOUTH 00° 08' 00" EAST ALONG THE WESTERLY LINE OF HALL AVENUE, 252.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY HALF OF THAT PORTION OF RIVINO BOULEVARD (60.00 FEET WIDE) VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAID COUNTY, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 20, 1954 AS INSTRUMENT NO. 36581 IN BOOK 1611, PAGE 177 OFFICIAL RECORDS, LYING BETWEEN THE SOUTHERLY PROLONGATION OF SAID LOT.

**PARCEL 7:** (APN: PORTION OF 175-200-008)

LOT 3 IN BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION LYING WITHIN THE SUBDIVISION KNOWN AS RIVINO GARDENS, AS SHOWN BY MAP RECORDED IN BOOK 21, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 8:** (APN: PORTION OF 175-200-008)

LOT 14 IN BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## COOPERATIVE AGREEMENT

Belltown – Market Street Storm Drain, Stage 2

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# Exhibit A

TOGETHER WITH THE SOUTHERLY HALF OF THAT PORTION OF RIVINO BOULEVARD (60.00 FEET WIDE) VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAID COUNTY, CERTIFIED COPY OF WHICH WAS RECORDED JULY 20, 1954 AS INSTRUMENT NO. 36581 IN BOOK 1611, PAGE 177 OFFICIAL RECORDS, LYING BETWEEN THE NORTHERLY PROLONGATION OF THE EAST AND WEST LINE OF SAID LOT.

**PARCEL 9:** (APN: PORTION OF 175-200-008)

THAT PORTION OF LOT 16 OF SAID BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT;

THENCE SOUTH 89° 44' 00" WEST ON THE NORTH LINE OF SAID LOT TO THE POINT THAT IS COMMON TO LOTS 14, 15 AND 16 IN SAID BLOCK 1;

THENCE SOUTH 46° 16' 00" EAST, 951.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16;

THENCE NORTH 00° 08' 00" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 16, TO THE POINT OF BEGINNING.

**PARCEL 10:** (APN: PORTION OF 175-200-008)

LOT 8 IN BLOCK 1 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE NORTHERLY AND EASTERLY HALF OF THAT PORTION OF RIVINO BOULEVARD (60.00 FEET WIDE) VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAID COUNTY, CERTIFIED COPY OF WHICH WAS RECORDED JULY 20, 1954 AS INSTRUMENT NO. 36581 IN BOOK 1611, PAGE 177 OFFICIAL RECORDS, LYING WEST OF THE EAST LINE OF SAID LOT 8 PROLONGED SOUTHERLY AND SOUTH OF THE NORTH LINE OF SAID LOT 8 PROLONGED WESTERLY 30.00 FEET.

**PARCEL 11:** (APN: PORTION OF 175-200-008)

LOT 7 IN BLOCK 2 OF RIVINO HEIGHTS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 145 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF LOT 15 OF SAID BLOCK 1 OF RIVINO HEIGHTS, THAT LIES NORTH OF A LINE BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID LOT 15, DISTANT 418.70 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF SAID LOT;

THENCE SOUTH 89° 57' 00" EAST, 610.50 FEET TO THE EAST LINE OF SAID LOT 15.

TOGETHER WITH THAT PORTION OF THE SOUTH, WEST AND SOUTH HALVES OF THAT PORTION OF RIVINO BOULEVARD (60.00 FEET WIDE), VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAID COUNTY, CERTIFIED COPY OF WHICH WAS RECORDED JULY 20, 1954 AS INSTRUMENT NO. 36581 IN BOOK 1611, PAGE 177 OFFICIAL RECORDS LYING SOUTH OF THE CENTERLINE OF SAID RIVINO BOULEVARD PROLONGED EASTERLY TO THE NORTHWEST CORNER OF LOT 8 IN SAID BLOCK 1 AND WESTERLY TO THE SOUTHWEST CORNER OF LOT 6 IN SAID BLOCK 1 AND WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 14 IN SAID BLOCK 1 AND EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 7.

**PARCEL 12:** (APNs: 175-170-040; 175-170-046; 175-180-001 AND 175-200-009)

PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA 1601, RECORDED OCTOBER 26, 2017 AS INSTRUMENT NO. 2017-0446791 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

## COOPERATIVE AGREEMENT

Belltown – Market Street Storm Drain, Stage 2

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Belltown – Market Street Storm Drain, Stage 4

Project No. 1-0-00148

Parcel Map 37528

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# Exhibit A

IN THE CITY OF TURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M. BEING PARCEL "A" OF GRANT DEED DOCUMENT NO. 2008-0291640 OFFICIAL RECORDS, RECORDED MAY 29, 2008 AND A PORTION OF PARCEL "C" OF GRANT DEED AS DOCUMENT NO. 2008-0291642 OFFICIAL RECORDS, RECORDED MAY 29, 2008 BEING PURSUANT TO NOTICE OF LOT LINE ADJUSTMENT NO. 5218 RECORDED MAY 29, 2008 AS DOCUMENT NO. 2008-0291639 OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "C";

THENCE ALONG THE NORTH LINE OF SAID PARCELS "A" AND "C", SOUTH 89°11'23" EAST, 1,950.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE ALONG THE EAST LINE OF SAID PARCEL "A", SOUTH 00°51'37" WEST, 660.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A", NORTH 89°11'23" WEST, 330.00 FEET TO THE EAST LINE OF SAID PARCEL "C";

THENCE LEAVING SAID SOUTH LINE AND ALONG THE BOUNDARY OF SAID PARCEL "C", THE FOLLOWING COURSES:

SOUTH 00°51'37" WEST, 660.45 FEET;

NORTH 89°11'23" EAST, 331.19 FEET;

SOUTH 00°51'37" WEST, 571.30 FEET;

SOUTH 89°57'00" EAST, 610.50 FEET;

SOUTH 15°32'00" EAST, 89.30 FEET;

SOUTH 46°16'00" EAST, 951.35 FEET;

SOUTH 12°00'00" WEST, 641.70 FEET;

SOUTH 43°27'00" EAST, 141.86 FEET;

SOUTH 54°17'00" WEST, 362.57 FEET;

SOUTH 53°26'00" WEST, 635.45 FEET;

CONTINUING ALONG SAID LINE, SOUTH 53°26'00" WEST, 596.00 FEET;

SOUTH 56°55'00" WEST, 345.80 FEET;

NORTH 83°43'00" WEST, 175.00 FEET;

NORTH 78°22'00" WEST, 260.50 FEET;

NORTH 52°46'00" WEST, 375.80 FEET;

NORTH 25°59'00" WEST, 159.90 FEET;

NORTH 18°43'00" WEST, 200.00 FEET;

NORTH 09°27'00" WEST, 160.20 FEET;

NORTH 41°19'00" WEST, 7.17 FEET;

NORTH 05°32'36" WEST, 168.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5,769.58 FEET;

NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'47" AN ARC LENGTH OF 664.24 FEET;

NORTH 12°08'23" WEST, 2966.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID PARCEL "C" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "B" OF SAID NOTICE OF LOT LINE ADJUSTMENT 5218;

THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL "C", AND ALONG THE WESTERLY LINE PARCEL 16 CONVEYED TO RIVERSIDE & PACIFIC RAILROAD CO, PER DOCUMENT RECORDED JANUARY 10, 1918 IN BOOK 473, PAGE 239 OF DEEDS, RECORDS OF SAID COUNTY, SOUTH 12°08'23" EAST, 558.27 FEET;

THENCE LEAVING SAID LINE, SOUTH 73°09'00" WEST, 224.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF RUIBDOUX BOULEVARD, 88 FEET WIDE AS SHOWN ON SAID NOTICE OF LOT LINE ADJUSTMENT 5218, AND THE BEGINNING OF A NON-TANGENT

## COOPERATIVE AGREEMENT

Belltown - Market Street Storm Drain, Stage 2  
Belltown - Market Street Storm Drain, Stage 3  
Belltown - Market Street Storm Drain, Stage 4

Project No. 1-0-00148

Parcel Map 37528

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# Exhibit A

CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,044.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 79°11'04" WEST;  
THENCE ALONG SAID RIGHT OF WAY AND CURVE THROUGH A CENTRAL ANGLE OF 16°01'38" AN ARC LENGTH OF 571.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B" OF SAID NOTICE OF LOT LINE ADJUSTMENT 5218;  
THENCE ALONG THE SOUTH LINE OF SAID PARCEL "B" OF SAID LOT LINE ADJUSTMENT 5218, NORTH 75°45'19" EAST, 289.84 FEET TO THE POINT OF BEGINNING.  
TOGETHER WITH THAT PORTION OF SAID PARCEL "C" DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B" OF SAID NOTICE OF LOT LINE ADJUSTMENT 5218;  
THENCE ALONG THE SOUTH LINE OF SAID PARCEL "B" OF SAID LOT LINE ADJUSTMENT 5218, SOUTH 75°45'19" WEST, 289.84 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B" OF SAID NOTICE OF LOT LINE ADJUSTMENT 5218, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RUBIDOUX BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,044.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 63°09'26" EAST;  
THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES:  
SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°31'25" AN ARC LENGTH OF 660.82 FEET;  
SOUTH 08°19'09" EAST, 698.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,049.05 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 81°41'39" WEST;  
SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°39'39" AN ARC LENGTH OF 323.36 FEET;  
SOUTH 09°24'51" WEST, 172.11 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1500.00 FEET;  
SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°27'30" AN ARC LENGTH OF 378.52 FEET;  
SOUTH 05°02'39" EAST, 63.66 FEET;  
SOUTH 08°45'00" EAST, 356.31 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN LAND CONVEYED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY PER DEED RECORDED DECEMBER 14, 1920 IN BOOK 539, PAGE 239 DEEDS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,462.69 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 45°20'34" WEST;  
THENCE LEAVING SAID WEST LINE, ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY RIGHT OF WAY LINE, SOUTH 08°45'00" EAST, 75.70 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT ON SAID EASTERLY RIGHT OF WAY LINE AND ALSO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN LAND CONVEYED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY PER DEED RECORDED DECEMBER 14, 1920 IN BOOK 539, PAGE 239 DEEDS, RECORDS OF SAID COUNTY, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,402.69 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 47°11'15" EAST;  
THENCE ALONG THE SOUTHEASTERLY LINE OF THE SAID LAND CONVEYED PER DEED IN SAID BOOK 539, PAGE 239 DEEDS, THE FOLLOWING COURSES:  
NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°06'16" AN ARC LENGTH OF 173.93 FEET;  
NORTH 49°55'00" EAST, 13.40 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.78 FEET;

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# Exhibit A

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°33'24" AN ARC LENGTH OF 541.64 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN LAND CONVEYED TO RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY PER DEED RECORDED OCTOBER 29, 1917 IN BOOK 471, PAGE 179 DEEDS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2844.79 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 85°26'16" WEST;

THENCE LEAVING SAID SOUTHEASTERLY LINE AND ALONG SAID WEST LINE THE FOLLOWING COURSES:

SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°04'21" AN ARC LENGTH OF 301.50 FEET;

SOUTH 01°30'37" WEST, 82.30 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "C";

THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES:

NORTH 80°05'00" WEST, 55.24 FEET;

SOUTH 54°01'00" WEST, 421.23 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RUBIDOUX BOULEVARD;

THENCE LEAVING SAID SOUTHERLY LINE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 08°45'00" WEST, 30.48 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 13: (APN: 175-170-043)

THAT PORTION OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IDENTICAL WITH STATION 7 OF THE SURVEY OF THE A. C. ARMSTRONG TRACT NO. 2, AS PER MAP RECORDED IN BOOK 1, PAGES 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 54° 01' 00" EAST, 575.00 FEET TO STATION 8 OF SAID TRACT;

THENCE SOUTH 80° 05' 00" EAST, 127.00 FEET TO STATION 9 OF SAID TRACT;

THENCE SOUTH 41° 19' 00" EAST 90.50 FEET;

THENCE SOUTH 09° 27' 00" EAST, 160.20 FEET;

THENCE SOUTH 18° 43' 00" EAST, 126.20 FEET;

THENCE SOUTH 78° 28' 00" WEST, 228.50 FEET;

THENCE SOUTH 84° 23' 00" WEST, 257.40 FEET;

THENCE NORTH 88° 30' 00" WEST, 40.00 FEET;

THENCE NORTH 88° 30' 00" WEST, 298.50 FEET TO A POINT ON THE BOUNDARY LINE OF SAID A. C. ARMSTRONG TRACT NO. 2, SAID POINT BEING BETWEEN STATION 6 AND STATION 7 OF SAID TRACT;

THENCE NORTH 34° 12' 00" EAST, 112.40 FEET TO THE POINT OF COMMENCEMENT.

EXCEPT THAT PORTION LYING WITHIN THE NORTH RIVERSIDE AND JURUPA CANAL.

ALSO EXCEPT THOSE PORTIONS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED JUNE 24, 1908 IN BOOK 263, PAGE 373 DEEDS, TO RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY, BY DEED RECORDED OCTOBER 29, 1917 IN BOOK 471, PAGE 179 OF DEEDS, TO THE RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY, BY DEED RECORDED JANUARY 10, 1918 IN BOOK 473, PAGE 239 DEEDS, TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY, BY DEED RECORDED DECEMBER 14, 1920 IN BOOK 539, PAGE 239 OF DEEDS.

ALSO EXCEPT THOSE PORTIONS OF SAID EAST HALF OF SECTION 3 LYING WITHIN THE UNION PACIFIC RAILROAD AND PACIFIC ELECTRIC RAILWAY RIGHTS OF WAY.

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ALSO EXCEPT THAT PORTION LYING WEST OF THE EAST LINE OF RUBIDOUX BOULEVARD CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED AUGUST 7, 1962 AS INSTRUMENT NO. 74290 IN BOOK 3196, PAGE 311 OFFICIAL RECORDS.

**PARCEL 14:** (APN: 175-170-036)

A PORTION OF PARCEL 12 PER DEED RECORDED MAY 31, 1991 AS INSTRUMENT NO. 183241, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 AND THE WEST LINE OF PARCEL 4 PER DEED RECORDED AUGUST 7, 1962 AS INSTRUMENT NO. 74290 OFFICIAL RECORDS, SOUTH 00° 48' 29" WEST, A DISTANCE OF 132.46 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 72° 34' 44" EAST, A DISTANCE OF 177.49 TO THE BEGINNING OF A TANGENT 656.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL BEARS SOUTH 17°25'16" EAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 13' 53" A DISTANCE OF 208.74 FEET;

THENCE NORTH 00° 48' 37" EAST, A DISTANCE OF 44.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 3;

THENCE ALONG SAID NORTH LINE, SOUTH 89° 11' 23" EAST, A DISTANCE OF 253.16 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 16 PER DEED RECORDED OCTOBER 29, 1917 IN BOOK 471, PAGE 179 DEEDS, AND DEED RECORDED JANUARY 10, 1918 IN BOOK 473, PAGE 239 DEEDS;

THENCE ALONG SAID WESTERLY LINE, SOUTH 12' 08' 23" EAST, A DISTANCE OF 1140.81 FEET;

THENCE SOUTH 75° 45' 19" WEST, A DISTANCE OF 287.40 FEET TO A POINT ON THE EASTERLY 44.00 FOOT HALF WIDTH SIDELINE OF RUBIDOUX BOULEVARD;

THENCE NORTH 31°44' 08" WEST, A DISTANCE OF 48.94 FEET TO THE BEGINNING OF A NON-TANGENT 2044.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE BEARS NORTH 61° 50' 58" EAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 35' 06" A DISTANCE OF 127.89 FEET;

THENCE NORTH 31° 44' 08" WEST, A DISTANCE OF 954.67 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 3;

THENCE ALONG SAID WEST LINE, NORTH 00° 55' 08" EAST, A DISTANCE OF 108.70 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL B OF NOTICE OF LOT LINE ADJUSTMENT NO. 5218, RECORDED MAY 29, 2008 AS INSTRUMENT NO. 2008-0291639 OFFICIAL RECORDS.

(End of Legal Description)

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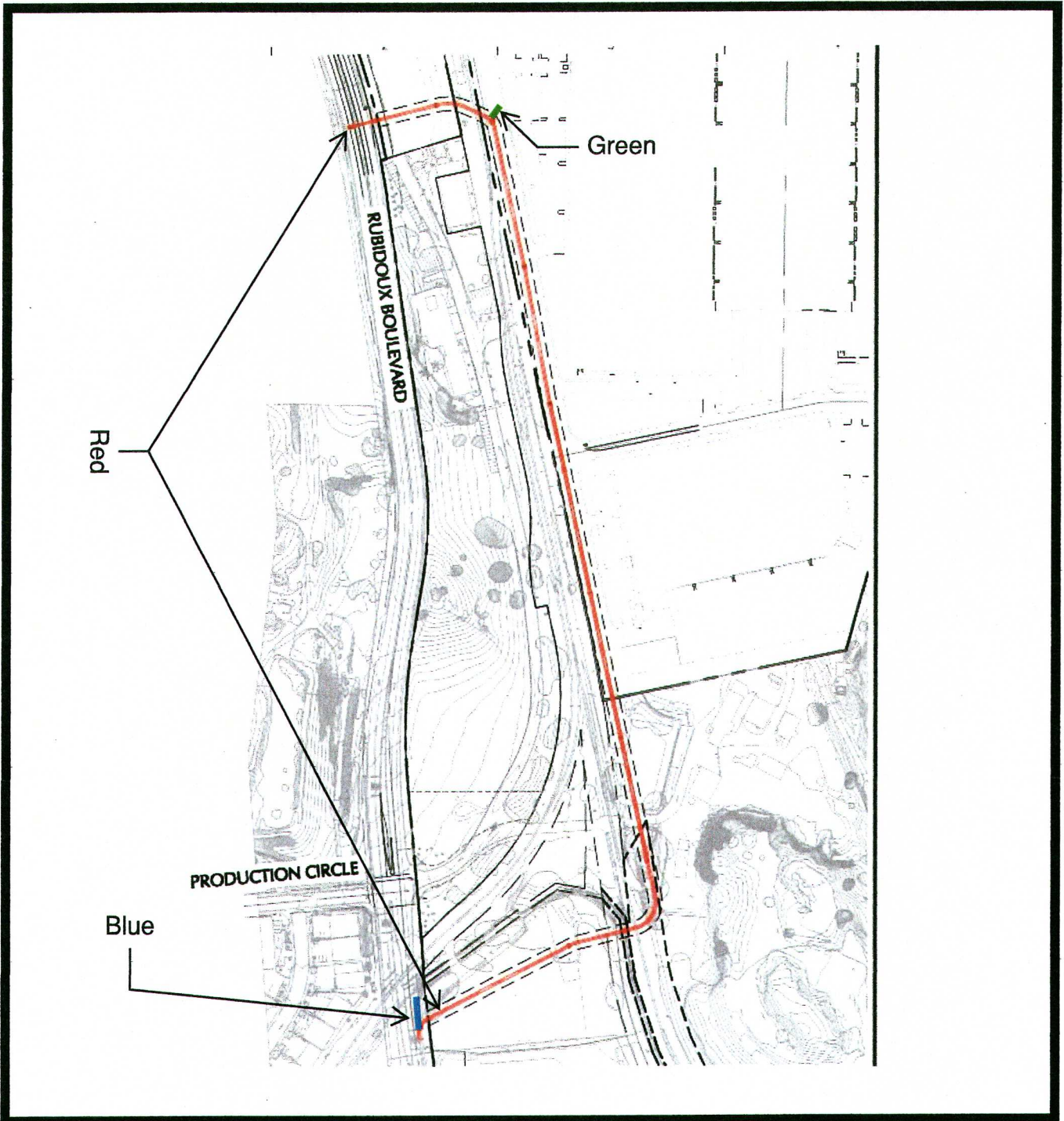
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# Exhibit B



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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

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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.

- c. 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.
- d. 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.

- e. 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.
- f. 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.
- g. 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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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.

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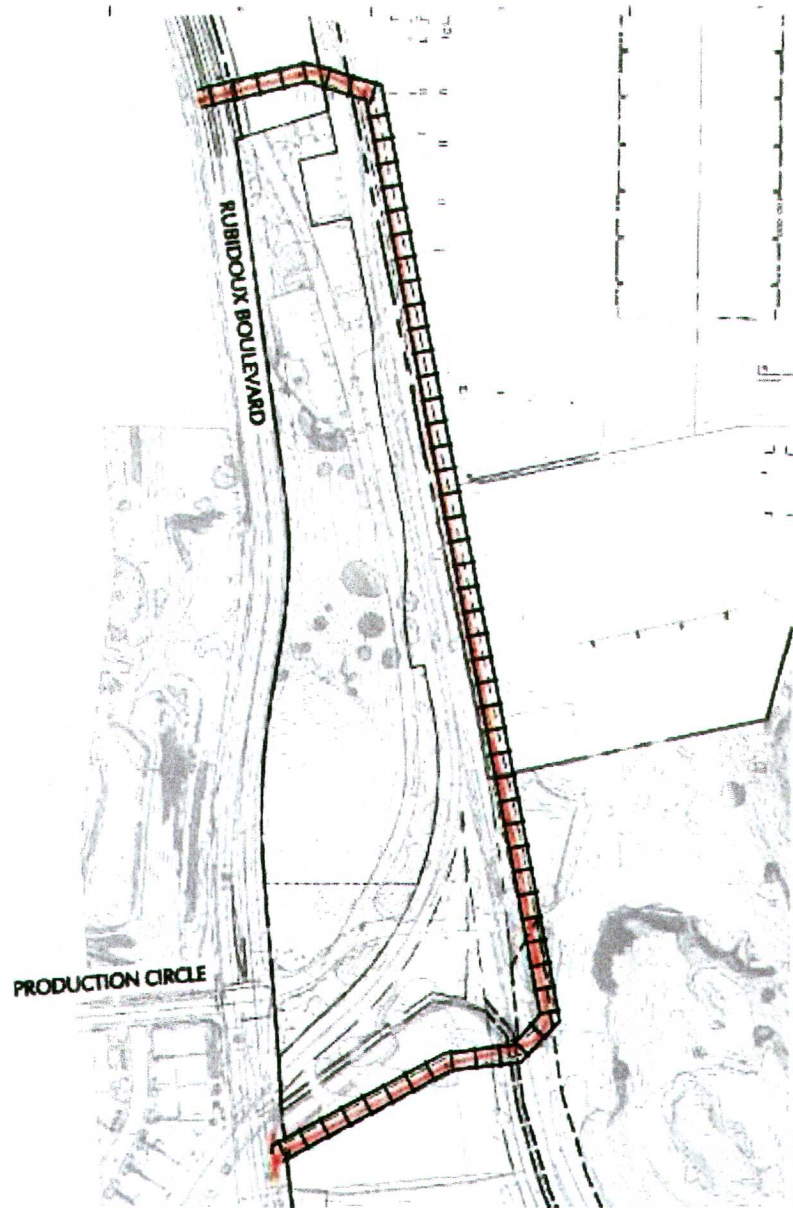
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# Exhibit D



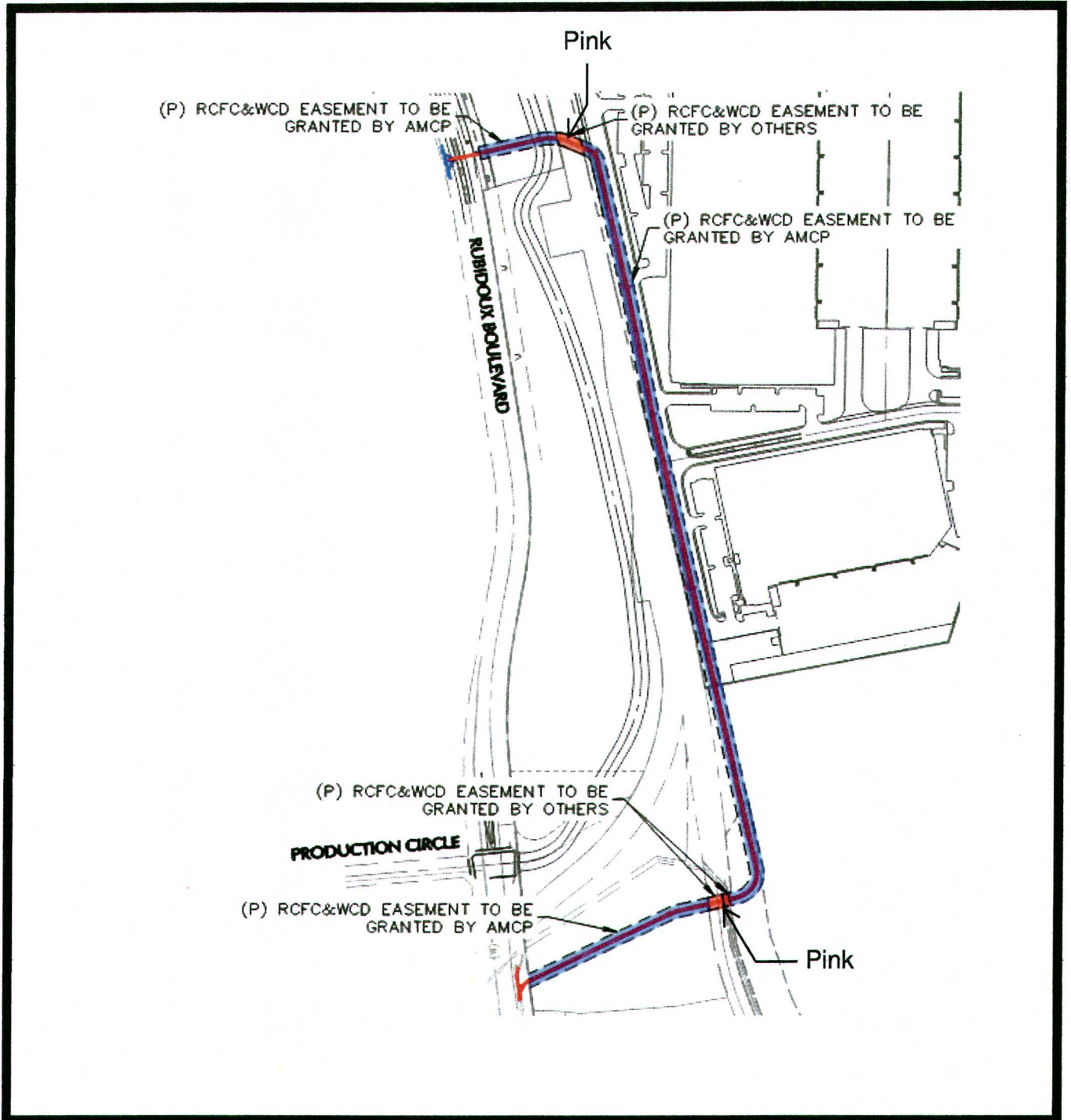
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