

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



ITEM: 11.1
(ID # 17008)

MEETING DATE:

Tuesday, October 05, 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 Riverside and MS 215 LLC, a California Limited Liability Company, for West End Moreno MDP Line GG – Stage 1 (Parcel Map No. 36981), Project No. 4-0-00788-01, Nothing Further is Required Under CEQA, District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement will not have a significant adverse effect on the environment and that any potentially significant environmental effects have been analyzed in an Initial Study/Mitigated Negative Declaration (IS/MND) for the Rev Wheel Industrial Park Project prepared by the Lead Agency (City of Riverside) and filed with the Riverside City Clerk on November 9, 2017;
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Riverside (City) and MS 215 LLC, a California limited liability company (Developer);
3. Authorize the Chair of the Board of Supervisors for the District to execute the Agreement documents on behalf of the District;

Continued on page 2

ACTION:Policy

Handwritten signature of Jason Uhley in black ink.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

9/23/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 5, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By: Deputy

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4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return five (5) copies of the executed Agreement to the District.

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. 36981 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 West End Moreno MDP Line GG – Stage 1 (Project) storm drain facilities.

To ensure adequate downstream drainage of the Project, the Developer and the adjacent property owner will enter into a separate downstream grading agreement, whereas the Developer will grade or cause to grade on the adjacent property downstream. Additionally, the adjacent property owner and the City will enter into a separate drainage agreement to ensure grading on the adjacent property is not modified, thereby, altering the intended design and function of the Project.

The District will assume ownership, operation and maintenance of the Project and associated safety devices. 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. The Developer will assume ownership, operation and maintenance of the Project's proposed bubbler structure at the westerly end of the Project located within the Developer's rights of way within the boundary of Parcel Map No. 36981.

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

Environmental Findings

Pursuant to Section 15096 of the California Environmental Quality Act (CEQA) Guidelines, Making Responsible Agency Findings, the District, in its limited capacity as a Responsible Agency, has considered the Initial Study/Mitigated Negative Declaration prepared for the Rev Wheels Industrial Park Project. The District independently finds that potential environmental impacts related to construction, inspection, operation and maintenance of the facilities, which are the subject of the Agreement, were adequately addressed in the Initial Study/Mitigated Negative Declaration. Furthermore, the District finds that no significant impact will occur from approving the Agreement as the Agreement will merely formalize the transfer of rights of way and memorialize the District's construction inspection, operation and maintenance responsibilities over the facilities. As such, nothing further is required under CEQA.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Parcel Map No. 36981. 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
P8/240232



Jason Farin, Principal Management Analyst 9/27/2021



Gregory B. Priamos, Director County Counsel 9/23/2021

COOPERATIVE AGREEMENT
West End Moreno MDP Line GG – Stage 1
Project No. 4-0-00788-01
Parcel Map No. 36981

This Cooperative Agreement ("Agreement"), dated as of October 5, 2021 is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), the City of Riverside, a California charter city and municipal corporation ("CITY"), and MS 215 LLC, a California limited liability company ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties 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. 36981 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval of Parcel Map No. 36981 located in the City of Riverside. Pursuant to the conditions of approval for Parcel Map No. 36981, 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 required of DEVELOPER, as shown on DISTRICT's Drawing No. 4-1166, is shown in concept in "green" in Exhibit "B" attached hereto and made a part hereof, and includes the construction of:

- i. Approximately 185 lineal feet of underground storm drain pipe, hereinafter called "WEST END MORENO MDP LINE GG - STAGE 1". At the upstream terminus, WEST END MORENO MDP LINE GG - STAGE 1 will connect to a transition structure, which will connect to an existing

culvert within Old 215 Frontage Road conveying flows westerly across the Parcel Map No. 36981 property. At the downstream terminus, WEST END MORENO MDP LINE GG - STAGE 1 will connect to a bubbler structure, which connects to an existing undersized storm drain pipe ("Existing Pipe") within the adjacent neighboring property located to the west of Parcel Map No. 36981 ("ADJACENT PROPERTY") and

- ii. 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"), shall be purchased and installed by DEVELOPER's Contractor, and subject to DISTRICT's inspection and approval. Together, WEST END MORENO MDP LINE GG - STAGE 1 and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES includes the construction of transition structure, 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".

E. Associated with the construction of DISTRICT FACILITIES and CITY's FACILITIES includes the construction of a proposed bubbler structure at the westerly end of WEST END MORENO MDP LINE GG - STAGE 1 which will bubble out excess peak flow over the capacity of the Existing Pipe along the drainage corridor via surface flow over asphalt concrete parking lot facilities, hereinafter called "DEVELOPER's APPURTENANCES".

F. Together, DISTRICT FACILITIES, CITY'S FACILITIES, and DEVELOPER'S APPURTENANCES are hereinafter called "PROJECT"; and

G. All Parties recognize and acknowledge that to ensure adequate drainage of WEST END MORENO MDP LINE GG - STAGE 1, one of the following options shall be implemented: (i) the ultimate downstream portion to WEST END MORENO MDP LINE GG - STAGE 1 ("ULTIMATE DOWNSTREAM FACILITY") shall be constructed on the ADJACENT PROPERTY or (ii) the ADJACENT PROPERTY should be graded to allow adequate drainage for WEST END MORENO MDP LINE GG - STAGE 1. The DEVELOPER will enter into a Grading Agreement ("Site Access Agreement"), between DEVELOPER and ADJACENT PROPERTY Owner to carry out the provisions of option (ii). The Site Access Agreement will identify the Limits of Grading ("GRADING LIMITS") that DEVELOPER will conduct on ADJACENT PROPERTY. Once option (ii) is complete, ADJACENT PROPERTY Owner shall be responsible for maintaining the GRADING LIMITS by acquiring Drainage rights on ADJACENT PROPERTY pursuant to a separate legal instrument titled "Covenant and Agreement and Declaration of Restrictions for Acceptance of Drainage Waters", hereinafter called "DOWNSTREAM DRAINAGE COVENANT". The GRADING LIMITS are as shown in concept in Exhibit E, attached hereto and made part thereof. The provisions of DOWNSTREAM DRAINAGE COVENANT shall be enforceable by CITY; and

H. DISTRICT shall not accept DISTRICT FACILITIES for ownership, operation and maintenance until ADJACENT PROPERTY Owner has executed DOWNSTREAM DRAINAGE COVENANT to ensure adequate drainage of PROJECT. ADJACENT PROPERTY Owner shall be responsible to maintain the GRADING LIMITS pursuant to DOWNSTREAM DRAINAGE COVENANT until ULTIMATE DOWNSTREAM FACILITY is constructed and accepted by DISTRICT for operation and maintenance pursuant to

a separate agreement with DISTRICT ("Separate Agreement"). If for any reason ADJACENT PROPERTY Owner is unable to execute DOWNSTREAM DRAINAGE COVENANT, DEVELOPER shall be responsible for the maintenance of DISTRICT FACILITIES.

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

J. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES and DOWNSTREAM DRAINAGE COVENANT; and

K. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER and CITY comply with the following requirements. DEVELOPER shall (i) comply with the Site Access Agreement, (ii) comply with this Agreement, (iii) construct PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (iv) obtain and convey to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, and (v) accept 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 and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES and enforces DOWNSTREAM DRAINAGE COVENANT. 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. CITY shall (i) enforce DOWNSTREAM DRAINAGE COVENANT or (ii) construct or cause to be constructed ULTIMATE DOWNSTREAM FACILITY pursuant to Separate Agreement. If

for any reason ADJACENT PROPERTY Owner is unable to execute DOWNSSTREAM DRAINAGE COVENANT, DEVELOPER shall be responsible for the maintenance of DISTRICT FACILITIES; and

L. 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 and (iv) enforce DOWNSSTREAM DRAINAGE COVENANT provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals, which are true and correct and incorporated into the term of this Agreement and the mutual covenants hereinafter contained, 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) calendar 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 i) the review of IMPROVEMENT PLANS, ii) review and approval of rights of way and conveyance documents, iii) the processing and administration of this Agreement, and iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar 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, iii) the processing and administration of this Agreement, and iv) construction inspection costs.

3. 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.

4. Provide CITY, upon execution of this Agreement, or not less than twenty (20) calendar days prior to recordation of the final map for Parcel Map No. 36981 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 CITY and shall be subject to approval by DISTRICT (Attention: Contract Services Section) and CITY. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete and CITY FACILITIES is accepted by CITY as complete.

5. Upon DISTRICT's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, 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. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. Upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Parcel Map No. 36981 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention: Plan Check Services Section) and CITY, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as determined and approved by DISTRICT and CITY.

11. Obtain and provide DISTRICT (Attention: Plan Check 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).

12. Furnish DISTRICT (Attention: Plan Check 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) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

13. Furnish DISTRICT (Attention: Plan Check Services 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

14. Notify DISTRICT (Attention: Construction Management Section) and CITY in writing after receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.4 through I.13, with twenty (20) calendar 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.

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 and DOWNSTREAM DRAINAGE COVENANT. 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, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY 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 request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of CITY FACILITIES and GRADING LIMITS. .

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

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20., 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.

22. 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, pursuant to Recital K, (ii) the CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES and (iii) CITY executes DOWNSTREAM DRAINAGE COVENANT. 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.

23. 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 IMPROVEMENT 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.11.
5. Inspect construction of DISTRICT FACILITIES.

6. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, and (iii) the processing and administration of this Agreement.

7. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar 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) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

8. Provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT 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, as pursuant to Recital K; (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) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, (vi) pursuant to Recital G and H, ADJACENT PROPERTY Owner's acceptance and execution of DOWNSTREAM DRAINAGE COVENANT with CITY or the completion of ULTIMATE DOWNSTREAM FACILITY pursuant to Separate Agreement, whichever occurs first, 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 IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.23.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction when CITY has determined that such plans meet CITY standards.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, in accordance with CITY's ordinance for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of APPURTENANCES as determined by CITY. The surety, amount, and form of the bonds shall list DISTRICT as an obligee in addition to CITY and shall be subject to approval by DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete and CITY FACILITIES is accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy

holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from CITY.

3. Request DEVELOPER to update the construction schedule, as deemed necessary.

4. Inspect PROJECT construction and GRADING LIMITS.

5. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. 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.

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

8. 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".

9. Accept ownership and sole responsibility for the operation and maintenance of CITY'S FACILITIES i) upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, ii) CITY's final inspection of CITY's FACILITIES and GRADING LIMITS, (iii) ADJACENT PROPERTY Owner's acceptance and execution of

DOWNSTREAM DRAINAGE COVENANT, and iii) DEVELOPER's acceptance of DEVELOPER's APPURTENANCES for ownership, operation and maintenance.

10. Enforce the provisions of DOWNSTREAM DRAINAGE COVENANT until ULTIMATE DOWNSTREAM FACILITY is constructed and accepted by DISTRICT pursuant to Recital H and K.

11. 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 by CITY 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. DISTRICT and CITY 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 DISTRICT FACILITIES.

3. If DEVELOPER fails to 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.

4. If DEVELOPER fails to complete construction of PROJECT within nine (9) months after commencement of construction of PROJECT, 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. In the event of a change in the existing site conditions that materially affects PROJECT function or CITY's ability to operate and maintain CITY's FACILITIES or enforce DOWNSTREAM DRAINAGE COVENANT, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY. CITY shall seek DISTRICT approval prior to requiring such modifications on IMPROVEMENT PLANS from DEVELOPER.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar 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.

6. 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) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand dollars (\$10,000) shall be retained on account.

7. 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.

8. DEVELOPER shall indemnify and hold harmless DISTRICT, CITY, the County of Riverside, (including their 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, based or asserted upon any services of DEVELOPER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. DEVELOPER shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

9. 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.

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

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

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

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

13. 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 DISTRICT FACILITIES, CITY FACILITIES, or DOWNSTREAM DRAINAGE COVENANT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, County of Riverside, or CITY (including 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 or GRADING LIMITS by DEVELOPER after the acceptance of DISTRICT FACILITIES by DISTRICT and CITY FACILITIES by CITY.

14. 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 estopping such Party from enforcement hereof.

15. 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 RIVERSIDE
3900 Main Street, 1st Floor
Riverside, CA 92522
Attn: Chris Scully, Engineering Manager

To DEVELOPER: MS 215, LLC,
a CALIFORNIA LIMITED LIABILITY COMPANY
16130 Ventura Boulevard, Suite 510
Encino, CA 91436
Attn: Dane Sommers, Engineer

16. 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.

17. 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.

18. 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.

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

20. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect. In the event DEVELOPER sells Parcel Map No. 36981, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than (30) calendar 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. 36981 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. 36981.

21. 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.

22. 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.

23. 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.

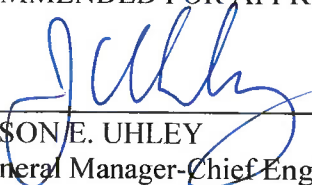
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

October 5, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

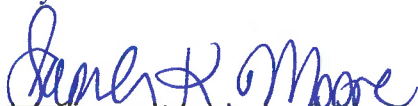
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
SARAH K. MOORE
Deputy County Counsel

By 
Deputy

(SEAL)



[Signed in Counterpart]


Cooperative Agreement:
West End Moreno MDP Line GG
Project No. 4-0-00788
Parcel Map No. 36981
AK:blm
09/13/21

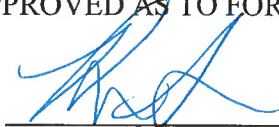
RECOMMENDED FOR APPROVAL:

CITY OF RIVERSIDE

By 
AL ZELINKA
City Manager

APPROVED AS TO FORM:

ATTEST:
By 
DONESIA GAUSE, MMC
City Clerk

By 
RUTHANN M. SALERA
Deputy City Attorney

(SEAL)

Cooperative Agreement:
West End Moreno MDP Line GG
Project No. 4-0-00788
Parcel Map No. 36981
AK:blm
09/13/21

MS 215, LLC, a California Limited Liability
Company

By  _____
MOSHE SILAGI
General Manager

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
West End Moreno MDP Line GG
Project No. 4-0-00788
Parcel Map No. 36981
AK:blm
09/13/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

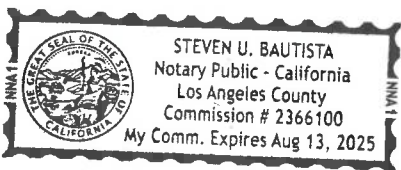
On September 15, 2021 before me, Steven U. Bautista, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mashe Silagi
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cooperative Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"

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

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 36888, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 240, PAGES 1 THROUGH 4 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 263-091-036

PARCEL B:

THAT PORTION OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10, MARKED BY A 1-1/2 INCH BRASS DISC, STAMPED "RIV CO SUR-1985-SEC COR"; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10 NORTH 89° 52' 19" WEST 1,620.83 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY - 150 FEET IN WIDTH) AS ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS PARCEL 13 IN A DEED RECORDED MAY 10, 1994 AS INSTRUMENT NO. 191848 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 19° 23' 39" WEST 53.05 FEET TO THE NORTH LINE OF ALESSANDRO BOULEVARD (152 FEET IN WIDTH) AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 19° 23' 39" WEST 946.80 FEET; THENCE NORTH 47° 38' 01" EAST 162.92 FEET TO THE EASTERLY RIGHT OF WAY OF SAID RAILWAY; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 19° 23' 39" EAST 1063.57 FEET TO SAID NORTH LINE; THENCE ALONG SAID NORTH LINE NORTH 89° 52' 19" WEST 159.15 FEET TO THE POINT OF BEGINNING.

APN: 263-100-021 AND 263-091-014

PARCEL C: (BAY AVENUE EXTENSION)

THAT PORTION OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, NORTH 89° 52' 19" WEST 1,620.83 FEET TO THE WESTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS PARCEL 13 IN A DEED RECORDED MAY 10, 1994 AS INSTRUMENT NO. 191848 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY; THENCE ALONG SAID WESTERLY LINE NORTH 19° 23' 39" WEST 999.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 19° 23' 39" WEST 65.17 FEET; THENCE COURSE "A", NORTH 47° 38' 01" EAST 162.92 FEET TO THE EASTERLY LINE OF

SAID RAILWAY; THENCE ALONG SAID EASTERLY LINE SOUTH 19° 23' 39" EAST 65.17 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 60 FEET FROM COURSE "A" AS DESCRIBED ABOVE; THENCE ALONG SAID PARALLEL LINE SOUTH 47° 38' 01" WEST 162.92 FEET TO SAID WESTERLY LINE AND THE POINT OF BEGINNING.

APN: BETWEEN 263-091-036 AND 263-091-014

PARCEL D:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AS SAID RIGHT OF WAY IS SITUATE IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY, 200 FEET WIDE, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 14, PAGE 32 OF RECORDS OF SURVEYS OF RIVERSIDE COUNTY, SAID EASTERLY LINE BEING ALSO THE WESTERLY LINE OF THE RIGHT OF WAY GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 3, 1941 IN BOOK 510, PAGE 262 OF OFFICIAL RECORDS, RECORDS OF RIVERSIDE COUNTY, DISTANT ALONG SAID EASTERLY LINE, SOUTH 11° 16' 25" EAST 265.43 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE CENTER LINE OF EUCALYPTUS AVENUE, 60.00 FEET WIDE, AS ESTABLISHED AND LAID OUT IN THE MINUTES OF THE BOARD OF SUPERVISORS OF SAID RIVERSIDE COUNTY ON JANUARY 17, 1912, AND RECORDED IN ROAD BOOK 1, PAGE 426, OFFICE OF THE COUNTY CLERK OF RIVERSIDE COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING ALONG THE ARC OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2,764.93 FEET, THROUGH AN ANGLE OF 8° 41' 30", A DISTANCE OF 419.44 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 19° 57' 55" EAST 4,909.85 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, SAID SOUTHERLY LINE BEING ALSO THE CENTER LINE OF ALLESANDRO BOULEVARD, AS SHOWN ON THE MAP OF EDMONT NO. 2, ON FILE IN BOOK 12, PAGE 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89° 30' 35" WEST 53.04 FEET TO A POINT IN THE EASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY, 100 FEET WIDE, AS DESCRIBED IN DEED TO THE CALIFORNIA SOUTHERN RAILROAD COMPANY BY DEED RECORDED JANUARY 23, 1888 IN BOOK 69, PAGE 91 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, ACROSS SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE, ALONG A LINE PARALLEL WITH AND 50 FEET EASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF MAIN TRACK OF SAID THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, NORTH 19°57'55" WEST, 4,623.22 FEET; THENCE, ALONG THE ARC OF A CURVE TANGENT TO LAST COURSE AND ALSO TANGENT TO A LINE WHICH BEARS NORTH 11° 16' 25" WEST AND PASSES THROUGH THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 2,000 FEET, THROUGH A CENTRAL ANGLE OF 8° 41' 30", A DISTANCE OF 303.40 FEET; THENCE, NORTH 11° 16' 25" WEST 388.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF PARCEL 1 OF PARCEL MAP NO. 36888, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 240, PAGES 1 THROUGH 4 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN: ADJACENT TO 263-100-021, 263-091-014 AND 263-091-036

PARCEL E:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 89° 52' 19" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 1305.25 FEET TO THE INTERSECTION OF A LINE THAT IS

PARALLEL WITH AND DISTANT 27.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF IMPROVEMENT EAST FRONTAGE ROAD (OLD 215) AS SHOWN ON STATE HIGHWAY RIGHT-OF-WAY MAP NO. 451200-8, 10 & 11; THENCE NORTH 19° 23' 29" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 2806.66 FEET TO THE CENTERLINE OF COTTONWOOD AVENUE AS SHOWN ON PARCEL MAP NO. 32297 BY MAP ON FILE IN BOOK 218, PAGES 66 THROUGH 70 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89° 52' 05" WEST ALONG THE SAID CENTERLINE, A DISTANCE OF 58.36 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 82.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF IMPROVEMENT EAST FRONTAGE ROAD (OLD 215); THENCE SOUTH 19° 23' 29" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 52.32 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 19° 23' 29" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2494.96 FEET; THENCE SOUTH 70° 36' 31" WEST, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT 94.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF IMPROVEMENT EAST FRONTAGE ROAD (OLD 215), SAID POINT BEING 200.00 FEET NORTHWESTERLY AS MEASURED ALONG SAID PARALLEL LINE FROM THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND DISTANT 86.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CONSTRUCTION CENTERLINE OF ALESSANDRO BOULEVARD AND A LINE THAT IS PARALLEL WITH AND DISTANT 94.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF IMPROVEMENT EAST FRONTAGE ROAD (OLD 215); THENCE SOUTH 19° 23' 29" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 174.98 FEET; THENCE SOUTH 51° 56' 38" WEST, A DISTANCE OF 38.32 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 86.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CONSTRUCTION CENTERLINE OF ALESSANDRO BOULEVARD; THENCE SOUTH 89° 58' 02" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 5.79 FEET TO THE EASTERLY LINE OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION SURPLUS PARCEL 7723 - "C" CONVEYED TO COTTONWOOD COMMERCIAL PROPERTIES, LLC, BY DEED RECORDED APRIL 12, 2007 AS INSTRUMENT NO. 2007-0246759 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 19° 23' 39" WEST ALONG SAID EASTERLY LINE, THE NORTHWESTERLY PROLONGATION OF SAID EASTERLY LINE AND THE EASTERLY LINE OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION SURPLUS PARCEL 7723 - "B" CONVEYED TO COTTONWOOD COMMERCIAL PROPERTIES, LLC, BY SAID DEED, A DISTANCE OF 2716.71 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 33.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF COTTONWOOD AVENUE AS SHOWN ON SAID PARCEL MAP NO. 32297; THENCE SOUTH 89° 52' 05" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 41.30 FEET; THENCE SOUTH 52° 54' 16" EAST, A DISTANCE OF 27.13 FEET TO THE POINT OF BEGINNING.

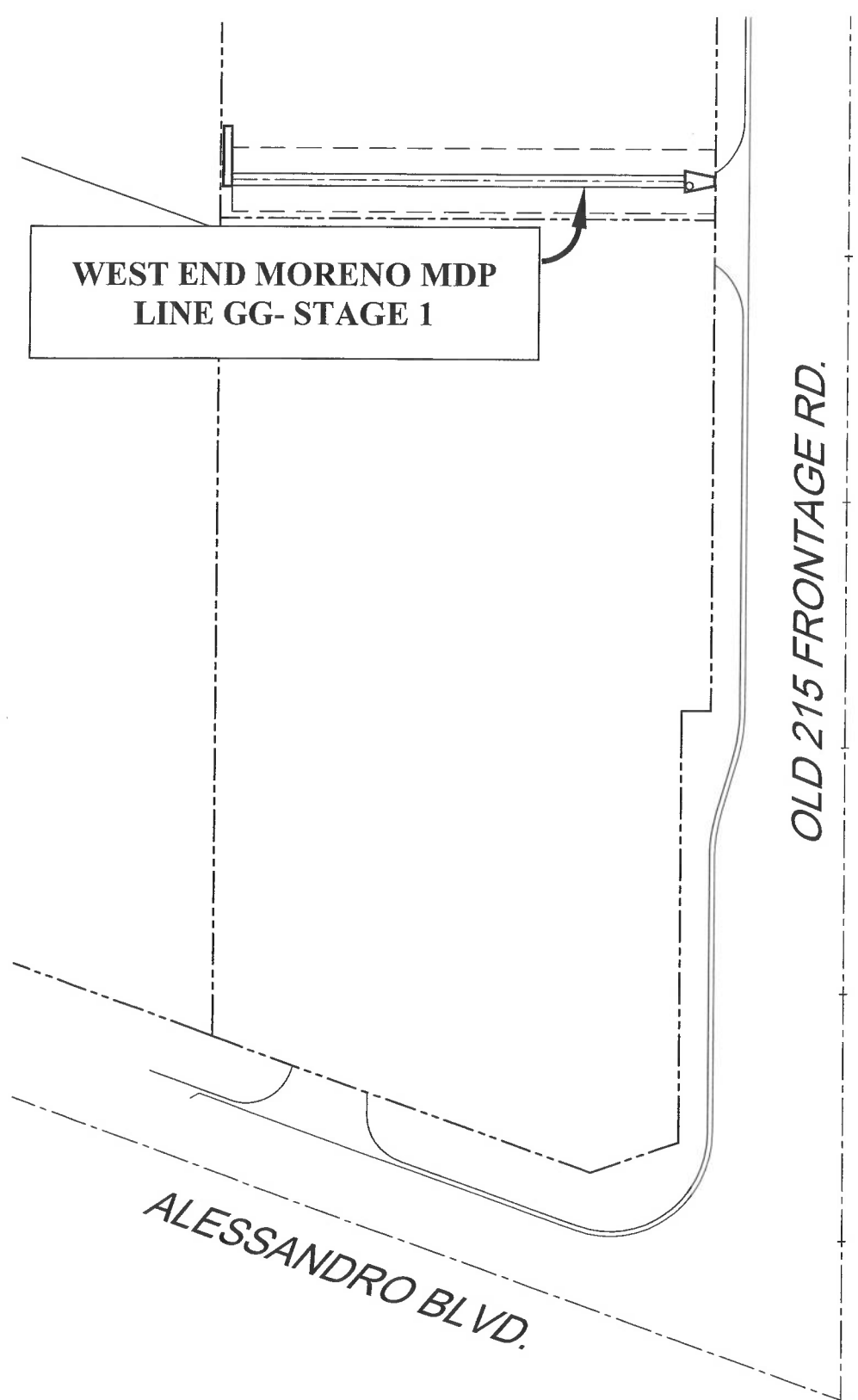
EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF PARCEL 1 OF PARCEL MAP NO. 36888, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 240, PAGES 1 THROUGH 4 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE ABOVE-DESCRIBED PARCEL D.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN's for conveyancing purposes only

EXHIBIT "B"



COOPERATIVE AGREEMENT
West End Moreno MDP Line GG – Stage 1
Project No.(s) 4-0-00788-01
Parcel Map No. 36981

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:

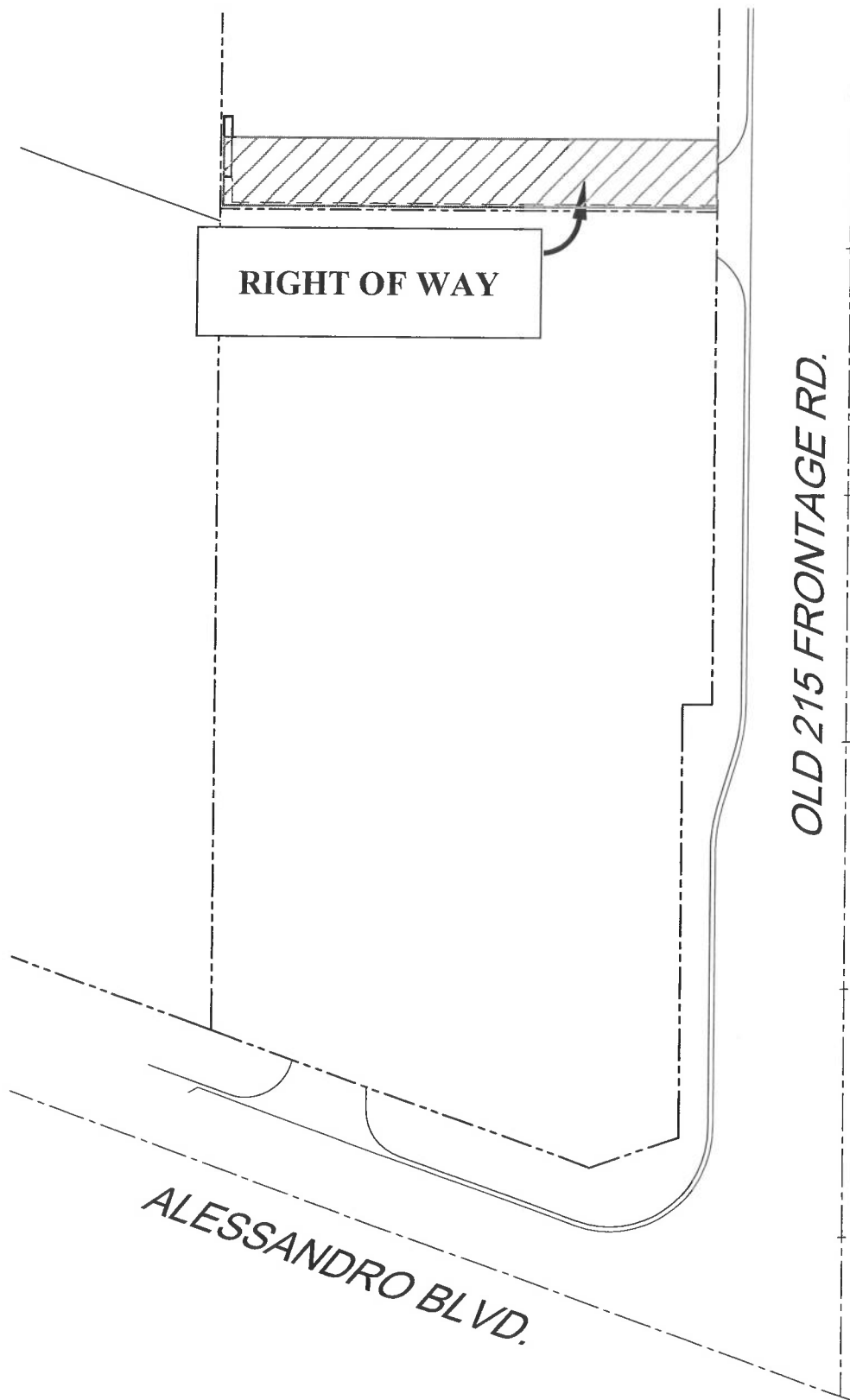
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement 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.

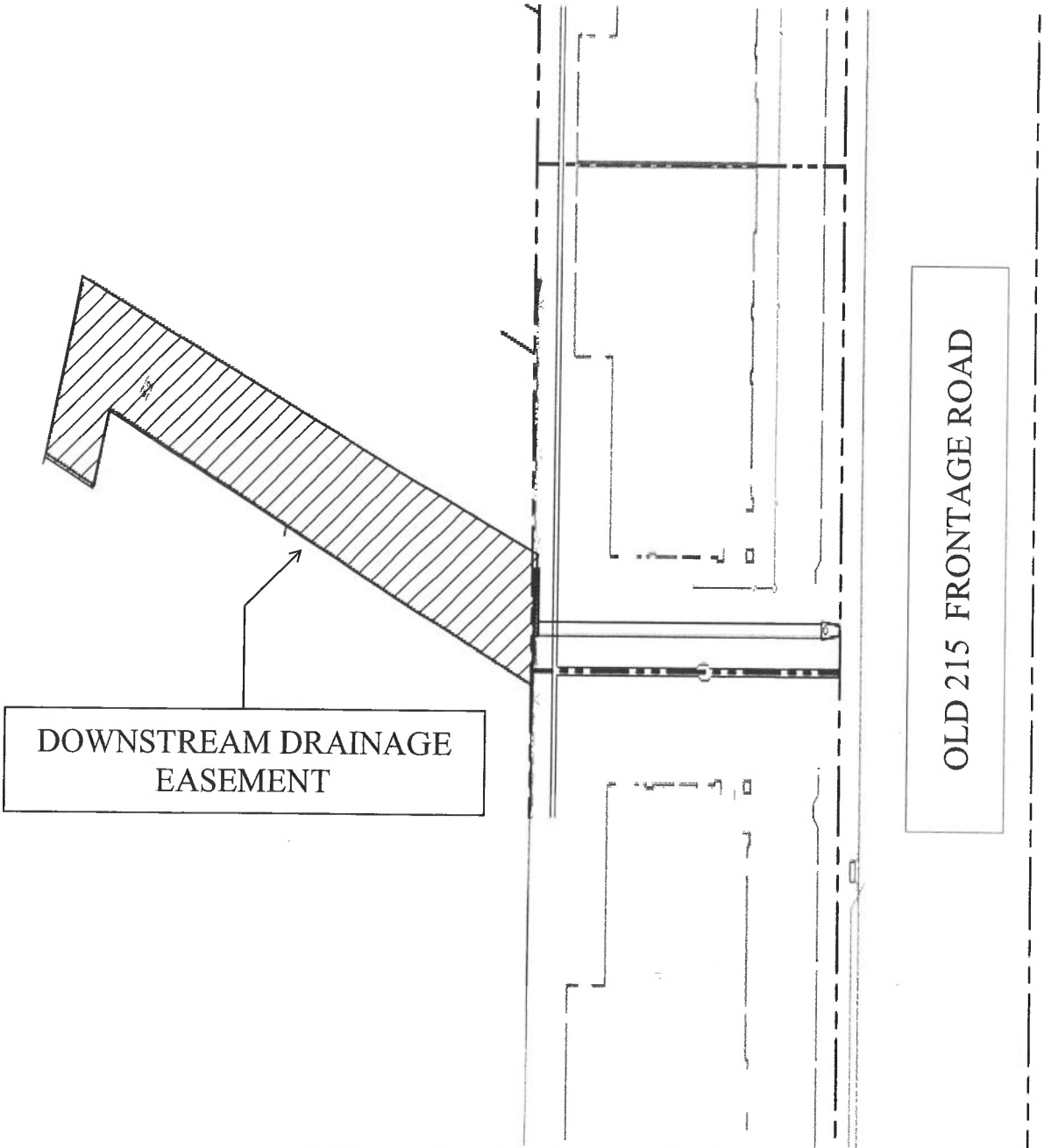
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified 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
West End Moreno MDP Line GG – Stage 1
Project No.(s) 4-0-00788-01
Parcel Map No. 36981

EXHIBIT "E"



DOWNSTREAM DRAINAGE
EASEMENT

OLD 215 FRONTAGE ROAD

COOPERATIVE AGREEMENT
West End Moreno MDP Line GG – Stage 1
Project No.(s) 4-0-00788-01
Parcel Map No. 36981