

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



ITEM: 11.1
(ID # 17745)

MEETING DATE:
Tuesday, February 01, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Jurupa Valley and Carson-VA Industrial II, LP, a Delaware Limited Partnership, for Agua Mansa – Brown Ave/Wilson St Storm Drain, Stage 3, Agua Mansa – Brown Ave/Wilson St Storm Drain, Stage 4, Master Application No. 18008, Project Nos. 1-0-00335-3 and 1-0-00335-4, Nothing Further is Required Under CEQA, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant adverse effects have been adequately analyzed in the Lead Agency's (City of Jurupa Valley) earlier certified Environmental Impact Report (EIR) (SCH# 2020010137), and the potential impacts have been avoided or mitigated pursuant to that earlier EIR;
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Jurupa Valley (City) and Carson-VA Industrial II, LP, a Delaware limited partnership (Developer);

Continued on page 2

ACTION:Policy

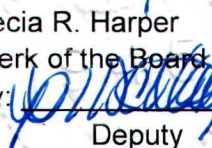
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

1/13/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: February 1, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair of the Board of Supervisors for the District to execute the Agreement documents on behalf of the District;
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 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 for Master Application No. 18008 required as a condition of approval 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 Agua Mansa – Brown Ave/Wilson St Storm Drain, Stage 3 and Agua Mansa – Brown Ave/Wilson St Storm Drain, Stage 4 of Master Application No. 18008 (Project).

Upon construction completion of the Project, the District will assume ownership, operation and maintenance of the underground reinforced concrete pipe drainage system and associated manholes, manhole shaft, transition structure and safety devices. The City will assume ownership and responsibility for the operation and maintenance of the Project's associated catch basins, curbs and gutters, and laterals that are 36 inches or less in diameter located within City rights of way. The Developer will assume ownership and responsibility for the operation and maintenance of the Project's associated existing inlets and walls and certain lateral storm drains that are 36 inches or less in diameter located within Developer's rights of way.

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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 CEQA Guidelines, Making Responsible Agency Findings, the District has considered the Environmental Impact Report (SCH# 2020010137) prepared for the Agua Mansa Road Development Project and certified by the Lead Agency (City of Jurupa Valley) on July 15, 2021. The District, in its limited capacity as a Responsible Agency, independently finds that the inspection, acceptance, operation and maintenance of the future drainage facilities as described in the Agreement are adequately addressed in the EIR. The District's inspection, acceptance, operation and maintenance of the proposed facilities will not have a significant impact on the environment. Therefore, nothing further is required under CEQA.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements will facilitate the development of Master Application No. 18008. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

SUPPLEMENTAL:

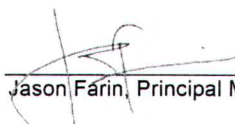
Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will be accrued by the District.

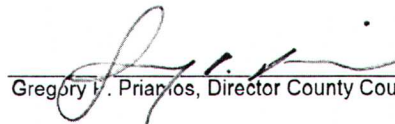
ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AK:blm
P8/241144



Jason Farin, Principal Management Analyst 1/24/2022



Gregory L. Priamos, Director County Counsel 1/20/2022

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Request to Add Positions [\$1,072,629 District Operating Fund 25400 53%; Habitat & Open Space Fund 25430 36%; Lake Skinner Fund 25620 11%]; 4/5 Vote

SCHEDULE A

Increase appropriations:

25620-931750-510040	Regular Salaries	\$112,891
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Increase estimated revenue:

25620-931750-741020	Admissions	\$52,891
25620-931750-776700	Camping	\$60,000
	Total	<u>\$112,891</u>

Increase appropriations:

25430-931170-510040	Regular Salaries	\$389,463
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Increase estimated revenue:

25430-931170-777520	Reimbursement for Services	\$389,463
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Increase appropriations:

25400-931235-510040	Regular Salaries	\$314,038
25400-931301-510040	Regular Salaries	\$68,332
25400-931300-510040	Regular Salaries	\$60,379
25400-931402-510040	Regular Salaries	\$60,379
25400-931405-510040	Regular Salaries	\$67,147
	Total	<u>\$570,275</u>

Increase estimated revenue:

25400-931235-777480	Reimb of Cost-Admin Overhead	\$164,038
25400-931235-781000	Contractual Revenue	\$150,000
25400-931301-781480	Program Revenue	\$68,332
25400-931300-776710	Day Use	\$60,379
25400-931402-741020	Admissions	\$30,379
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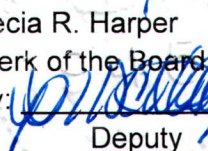
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PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

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

FREE RECORDING

This instrument is for the benefit of the Riverside County
Flood Control and Water Conservation District and should
Be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 MARKET STREET
RIVERSIDE, CA 92501-1770

2022-0116004

03/09/2022 01:34 PM Fee: \$ 0.00

Page 1 of 33

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



460

THIS SPACE FOR RECORDER'S USE ONLY

COOPERATIVE AGREEMENT

Title of Document

PROJECT: Agua Mansa – Brown Ave / Wilson St Storm Drains,
Stage 3

PROJECT NO.: 1-0-00335-3

DEVELOPER: Carson-VA Industrial II, LP, a Delaware limited
partnership

SUBDIVISION: Master Application No. 18008

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

COOPERATIVE AGREEMENT

Agua Mansa – Brown Ave / Wilson St Storm Drains, Stage 3

Project No. 1-0-00335-3

Master Application No. 18008

This Cooperative Agreement ("Agreement"), dated as of February 1, 2022

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 municipal corporation of the State of California ("CITY") and Carson-VA Industrial II, LP, a Delaware limited partnership ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Jurupa Valley and has submitted for approval Master Application No. 18008 related to the property. Pursuant to the conditions of approval for Master Application No. 18008, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development

B. The legal description of the property related to Master Application No. 18008 is provided in Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements related to Master Application No. 18008 are shown on DISTRICT's Drawing No. 1-0752 and shown in concept in "blue" on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

- i. Approximately 700 lineal feet of underground reinforced concrete pipe, as shown in concept in "blue" on Exhibit "B", its associated manhole and transition structures, hereinafter collectively called "AGUA MANSA –

BROWN AVE / WILSON ST STORM DRAINS, STAGE 3". At the downstream terminus, AGUA MANSA – BROWN AVE / WILSON ST STORM DRAINS, STAGE 3 will connect to the existing DISTRICT-maintained Agua Mansa – Brown Ave / Wilson St Storm Drains, as shown on DISTRICT's Drawing No. 1-0514 and as shown in concept in "red" on Exhibit "B" ("Existing Facility"). Upon completion of AGUA MANSA – BROWN AVE / WILSON ST STORM DRAINS, STAGE 3 construction, approximately 874 lineal feet of the Existing Facility, as shown in concept in "green" on Exhibit B, will be removed ("Removed Portion"), and DISTRICT will vacate its associated DISTRICT easements of the Removed Portion of the Existing Facility; 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"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and subject to DISTRICT's inspection and approval.
- iii. Together, AGUA MANSA – BROWN AVE / WILSON ST STORM DRAINS, STAGE 3 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of various catch basins, curbs and gutters within CITY's right of way, hereinafter called "CITY APPURTENANCES".

E. Associated with the construction of DISTRICT FACILITIES and CITY APPURTENANCES is the construction of certain existing inlets and walls, and certain lateral storm drains that are thirty-six inches (36") or less in diameter within DEVELOPER's rights of way, hereinafter called "DEVELOPER FACILITIES". DEVELOPER FACILITIES shall be subsequently owned and maintained by DEVELOPER and any subsequent property owner(s) of Master Application No. 18008.

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

G. 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 and approve the construction of DISTRICT FACILITIES; and

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

I. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY APPURTENANCES, as set forth herein; and

J. CITY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES; (ii) review and approve DEVELOPER's plans and specifications for PROJECT; (iii) inspect the construction of PROJECT; (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 APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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 (i) the review and approval of IMPROVEMENT PLANS; (ii) the 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 and approval of IMPROVEMENT PLANS; (ii) the review and approval of rights 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 Master Application No. 18008 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT FACILITIES as determined by DISTRICT; and (ii) of CITY APPURTENANCES as determined by CITY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY APPURTENANCES are 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) calendar days after receiving notice from CITY.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, upon DISTRICT's 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. 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 Master Application No. 18008 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention: Plan Check 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. Upon DISTRICT approval of IMPROVEMENT PLANS, obtain and provide DISTRICT (Attention: Real Estate Services Section), 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(ies) described in the Irrevocable Offer(s).

12. Furnish DISTRICT (Attention: Plan Check 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(ies) described in the Irrevocable Offer(s) of Dedication.

13. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

14. Notify DISTRICT (Attention: Construction Management Section) and CITY in writing after receiving DISTRICT's plan check, rights 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 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 has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

15. Prior to commencing construction, obtain, at its sole cost and expense, and 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, 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 (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES; and (ii) CITY conduct a final inspection of CITY APPURTENANCES.

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 CITY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in black 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(ies) 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. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DISTRICT FACILITIES and CITY APPURTENANCES 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 APPURTENANCES.

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 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings". DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original DISTRICT FACILITIES engineering plans as "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 local, state and federal 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. Endeavor to issue DEVELOPER a Notice to Proceed with 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. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT FACILITIES.

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

9. 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 inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT's acceptance of DISTRICT FACILITIES as being complete.

10. 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.

11. 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 IMPROVEMENT PLANS as set forth in Section I.23.; (iv) recordation of all conveyance documents described in Section I.21.; (v) DISTRICT FACILITIES are fully functioning as a flood

control drainage system as solely determined by DISTRICT; and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

12. 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 any inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

13. Provide CITY with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES along with a written notice that PROJECT is complete and request CITY 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 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, which meet the requirements of CITY's municipal code or ordinances, as set forth in Section I.4., and hold said bonds as provided herein. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT accepts DISTRICT FACILITIES as complete and CITY accepts CITY APPURTENANCES as complete. 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.13

3. Inspect PROJECT construction.
4. Consent, by execution of this Agreement, to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to 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 in concept in "cross-hatched" on Exhibit "D".
8. Accept ownership and sole responsibility for the operation and maintenance of CITY'S FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.
9. Release occupancy permits in accordance with the approved conditions of Approval for Master Application No. 18008.
10. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved,

repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

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

2. CITY and DISTRICT 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. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) 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 to complete the PROJECT 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 from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred to complete PROJECT.

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 APPURTENANCES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY.

5. 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.4. 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.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the

requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) ("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, 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.

8. 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 may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside and CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein. No settlement on behalf of CITY that would impose construction, maintenance or other obligations on CITY beyond those described in this

Agreement shall be effective unless and until the settlement agreement is agreed to in writing by the City Manager on behalf of CITY.

9. DEVELOPER's obligation 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.

10. 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.

11. 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 the Indemnitees to the fullest extent allowed by law.

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

Supervisors, elected and appointed officials, employees, agents and representatives) of DEVELOPER 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 by DEVELOPER after the acceptance of PROJECT by DISTRICT or CITY.

13. 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.

14. 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 JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Paul Toor

To DEVELOPER: CARSON-VA INDUSTRIAL II, LP,
A DELAWARE LIMITED PARTNERSHIP
100 Bayview Circle, Suite 3500
Newport Beach, CA 92660
Attn: James Christian

15. 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.

16. 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.

17. 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.

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

19. 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 Master Application No. 18008, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (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 Master Application No. 18008 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Master Application No. 18008.

20. 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.

21. 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.

22. 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

February 1, 2022

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By

John
JASON E. UHLEY
General Manager-Chief Engineer

By

Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By

[Signature]
SARAH MOORE
Deputy County Counsel

By

[Signature]
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:

Agua Mansa – Brown Ave / Wilson St Storm Drains, Stage 3

Project No. 1-0-00335-3

Master Application No. 18008

AK:blm

11/22/21

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By Rod B. Butler
ROD B. BUTLER
City Manager

By Chris Barajas
CHRIS BARAJAS
Mayor Pro Tem

APPROVED AS TO FORM:

ATTEST:

By Peter M. Thorson
PETER M. THORSON
City Attorney

By Victoria Wasko
VICTORIA WASKO
City Clerk

Cooperative Agreement:
Agua Mansa – Brown Ave / Wilson St Storm Drains, Stage 3
Project No. 1-0-00335-3
Master Application No. 18008
AK:blm
11/22/21

Carson-VA Industrial II, LP,
a Delaware limited partnership

By 
TODD L. BURNIGHT
Its: Senior Vice President

By 
EDWARD M. JAKUBIK
Its: Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Agua Mansa – Brown Ave / Wilson St Storm Drains, Stage 3
Project No. 1-0-00335-3
Master Application No. 18008
AK:blm
11/22/21

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 ORANGE)

On January 6, 2022 before me, Kaylene Kirkpatrick, Notary Public, personally appeared **Todd L. Burnight** and **Edward M. Jakubik** 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.

(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 A:

PARCEL A OF THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT (LLA) NO. MA 18008, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 1, 2019 AS [INSTRUMENT NO. 2019-0445260 OF OFFICIAL RECORDS](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 3 AND THAT PORTION OF LOT C OF [PARCEL MAP NO. 24088](#), IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 177, PAGES 37](#) THROUGH 41, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AS PER CERTIFICATE OF PARCEL MERGER NO. 1672, RECORDED JANUARY 3, 2008 AS [INSTRUMENT NO. 2008-0002128 OF OFFICIAL RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL 2 OF [PARCEL MAP NO. 24088](#), WITH THE CENTERLINE OF HALL AVENUE, 88.00 FEET WIDE AS SHOWN ON SAID [PARCEL MAP 24088](#);

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL 2, NORTH 89° 55' 14" EAST 1,009.55 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 31° 54' 55" WEST 844.39 FEET TO SAID CENTERLINE OF HALL AVENUE;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF HALL AVENUE, NORTH 58° 05' 05" WEST 186.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 880.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 35' 10" AND AN ARC LENGTH OF 761.59 FEET TO THE POINT OF BEGINNING.

[APN 175-210-062](#)

PARCEL B:

PARCEL B OF THAT CERTAIN CERTIFICATE OF LOT LINE ADJUSTMENT (LLA) NO. MA 18008, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED NOVEMBER 1, 2019 AS [INSTRUMENT NO. 2019-0445260 OF OFFICIAL RECORDS](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2, 3 AND 4 AND THAT PORTION OF LOT C OF [PARCEL MAP NO. 24088](#), IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 177, PAGES 37](#) THROUGH 41, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF PARCEL 9 OF [PARCEL MAP NO. 12104](#), AS SHOWN ON A MAP RECORDED IN [BOOK 168, PAGES 51](#) THROUGH 54, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AS PER CERTIFICATE OF PARCEL MERGER NO. 1672, RECORDED JANUARY 3, 2008 AS [INSTRUMENT NO. 2008-0002128 OF OFFICIAL RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCEPT THEREFROM THOSE PORTIONS LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL 2 OF [PARCEL MAP NO. 24088](#) WITH THE CENTERLINE OF HALL AVENUE, 88.00 FEET WIDE;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL 2 NORTH 89° 55' 14" EAST 1,009.55 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 31° 54' 55" WEST 844.39 FEET TO THE CENTERLINE OF HALL AVENUE, 88.00 FEET WIDE.

TOGETHER WITH LOT 7 OF RIVINO HEIGHTS AMENDED MAP NO. 1, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 16, PAGE 92](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

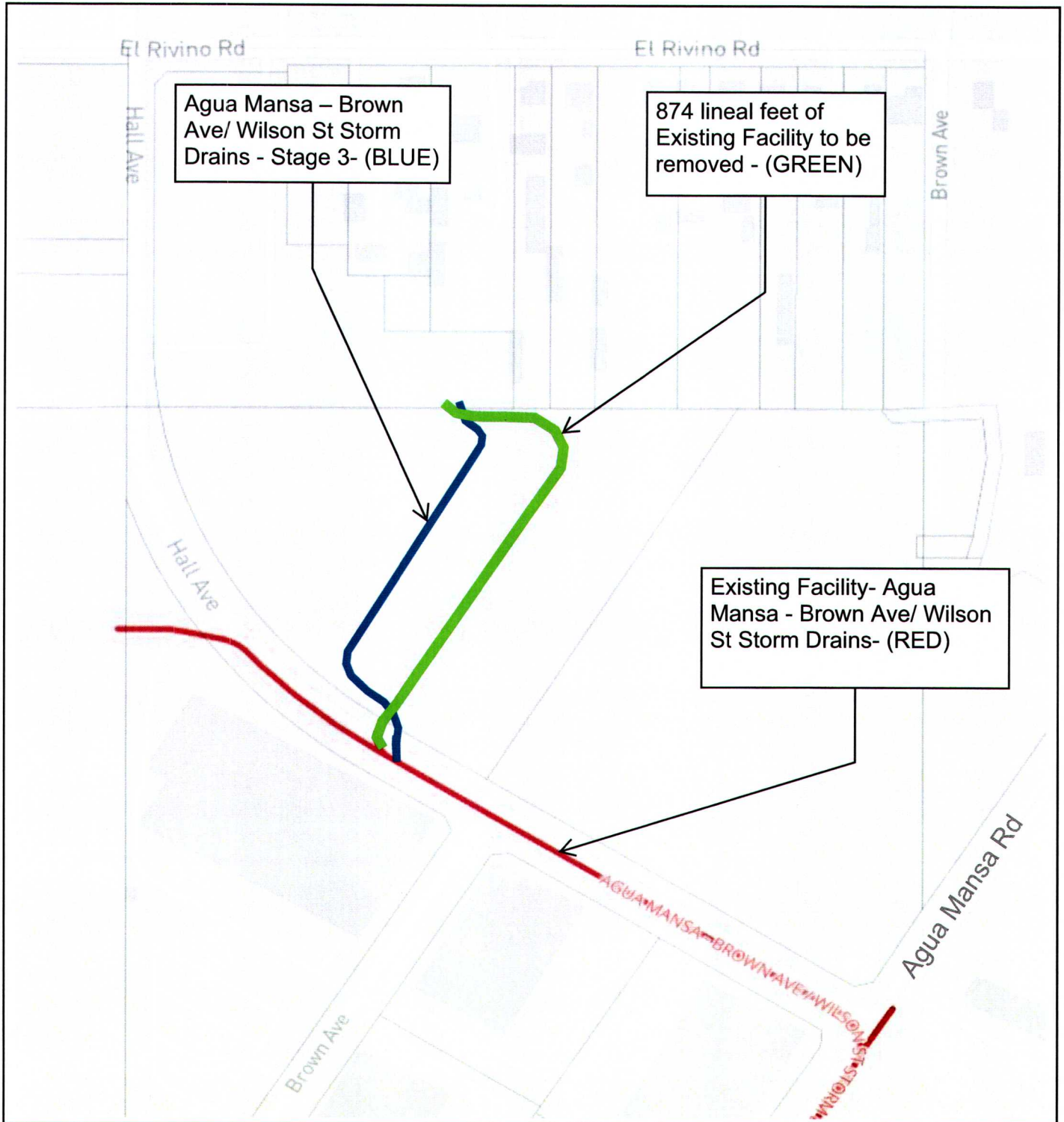
EXCEPT THEREFROM THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHWEST ONE- QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN.

ALSO EXCEPT THEREFROM THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE WEST SAN BERNARDINO COUNTY WATER COMPANY BY DEED RECORDED MARCH 3, 1987 AS [INSTRUMENT NO. 87-068479 OF OFFICIAL RECORDS](#) OF SAN BERNARDINO COUNTY.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. E 0210-92, RECORDED SEPTEMBER 2, 1992 AS [INSTRUMENT NO. 92-365492 OF OFFICIAL RECORDS](#) OF SAN BERNARDINO COUNTY, CALIFORNIA.

[APN 175-210-032](#); [APN 175-210-034](#); [APN 175-210-063](#)

EXHIBIT "B"



COOPERATIVE AGREEMENT

Agua Mansa – Brown Ave/ Wilson St Storm Drains - Stage 3

Project No. 1-0-00335-3

Master Application No. 18008

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:

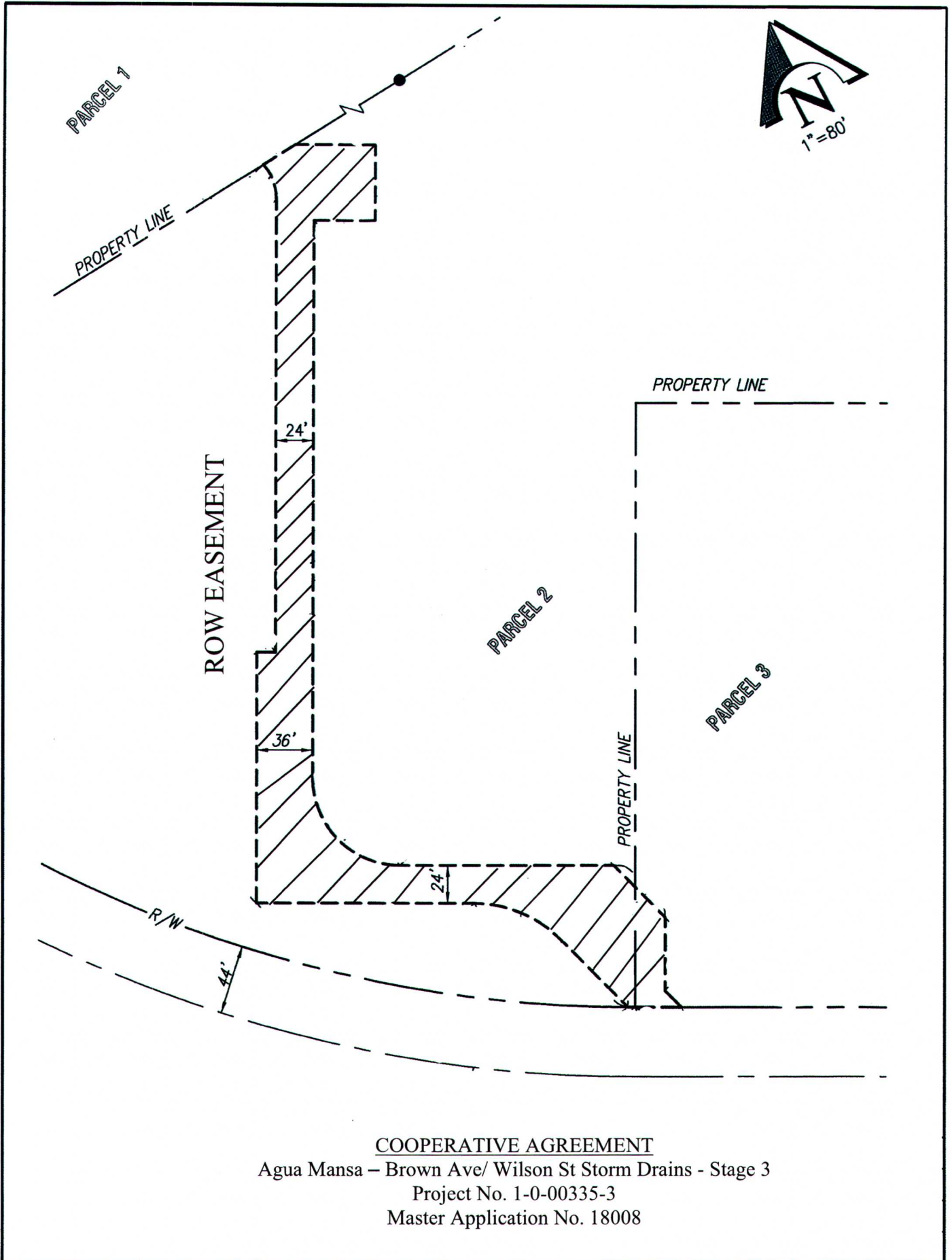
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement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

Agua Mansa – Brown Ave/ Wilson St Storm Drains - Stage 3

Project No. 1-0-00335-3

Master Application No. 18008