

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



ITEM: 11.8  
(ID # 20158)

**MEETING DATE:**  
Tuesday, October 18, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside and Duke Realty Rider & Harvill LP for Perris Valley Master Drainage Plan Lateral H-12, Stage 1 (Plot Plan No. 190039), Project No. 4-0-00504, Nothing Further is Required Under CEQA, District 1. [\$0] (Companion Item to MT Item No. 20181)

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

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) for approval of the Cooperative Agreement because all potentially significant environmental effects have been adequately analyzed in a Mitigated Negative Declaration (CEQA Case No. CEQ190175), adopted by the Lead Agency (Riverside County Planning Department) on October 5, 2021;

Continued on page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

10/5/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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 18, 2022  
xc: Flood, Trans.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(Companion Item 3.48)

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

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

2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the County of Riverside ("County") and Duke Realty Rider & Harvill LP ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative 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 four (4) executed Cooperative Agreements to the District and one (1) executed Cooperative Agreement to the Riverside County Transportation Department.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> The Developer is funding all construction and construction inspection costs (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 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 Plot Plan No. 190039 are to be constructed by Developer and inspected, operated, and maintained by the District, County, and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of the Perris Valley MDP – Lateral H-12, Stage 1 facility.

Upon completion of construction, the Developer will assume ownership, operation, and maintenance of the flood control facilities. Until such time, the District assumes ownership, operation and maintenance in accordance the terms and conditions as set forth in the Agreement. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets and connector pipes and laterals that are 36 inches or less in diameter located within County rights of way. The Developer will

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retain ownership of the project's associated 30-foot fences over pipe and ground grates, an interim bubbler and pump station, including its associated outlet structure, and a 12-inch HDPE storm drain located within private-held rights of way.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Transportation Department's agenda this same date.

**Environmental Findings**

Pursuant to Section 15096 of the State CEQA Guidelines, Making Responsible Agency Findings, the District has considered the Initial Study/Mitigated Negative Declaration (IS/MND) that was prepared for the Harvill and Rider Project Plot Plan No. 190039; Change of Zone No. 2000008 (CEQA Case No. CEQ190175). The District, in its limited capacity as a Responsible Agency, finds that the action was adequately evaluated in the prior CEQA document, and the transfer of rights of way, construction inspection, operation, and maintenance of the Perris Valley MDP-Lateral H-12 Stage 1 facility as described in this Agreement were adequately addressed in the IS/MND. The District finds that the transfer of rights of way, inspection, operation, and maintenance of the proposed facilities will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is the responsibility of the Developer as required for the development of Plot Plan No. 190039. The principal beneficiaries are the future tenants. 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

AMR:blm  
P8/246074

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

  
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Jason Farin, Principal Management Analyst 10/12/2022

  
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Aaron Gettis, Deputy County Counsel 10/5/2022

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral H-12, Stage 1

Project No. 4-0-00504

Plot Plan No. 190039

This Cooperative Agreement ("Agreement"), dated as of October 18, 22,

is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY"), and Duke Realty Rider & Harvill LP, a Delaware limited partnership ("DEVELOPER"). DISTRICT, COUNTY and DEVELOPER are 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 Plot Plan No. 190039 is provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Plot Plan No. 190039, related to the property, which is located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for Plot Plan No. 190039, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements, related to Plot Plan No. 190039, are identified in DISTRICT's Perris Valley Master Drainage Plan ("MDP"), as shown on DISTRICT's Drawing No. 4-1199 and as shown in concept on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

- i. Perris Valley MDP Lateral H-12, Stage 1 ("LATERAL H-12 STAGE 1"), which is comprised of (i) approximately 1,160 lineal feet of 10'W

x 7'H reinforced concrete box and approximately 240 lineal feet of 12'W x 6'H Reinforced Concrete Box ("RCB") as shown in concept in blue on Exhibit "B" and (ii) access vault structures and associated transition structures, as shown in concept in red on Exhibit "B". At its downstream terminus, LATERAL H-12 STAGE 1 ends with concrete bulkhead for future extension.

- 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 are subject to DISTRICT's inspection and approval.
- iii. Together, LATERAL H-12 STAGE 1 and SAFETY DEVICES are hereinafter called ("DISTRICT DRAINAGE FACILITIES").

D. All Parties recognize and acknowledge that LATERAL H-12 STAGE 1 will not become a fully functioning flood control drainage system until such time that the proposed construction of the Perris Valley MDP Lateral H-12, Stage 2 facility, for the reach at the downstream terminus of LATERAL H-12 STAGE 1 is complete. Perris Valley MDP Lateral H-12, Stage 2 is hereinafter called ("PROPOSED LATERAL H-12 STAGE 2"); and

E. PROPOSED LATERAL H-12 STAGE 2 is to be constructed pursuant to a DISTRICT administered public works construction contract. DISTRICT will not accept LATERAL H-12 STAGE 1 for ownership, operation and maintenance until PROPOSED LATERAL H-12 STAGE 2 is completed pursuant to its public works construction contract and accepted for ownership, operation and maintenance by DISTRICT; and

F. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain lateral storm drains that are thirty-six inches (36") or less in diameter, which includes various catch basins, inlets and connector pipes located within COUNTY rights of way ("COUNTY FACILITIES"); and

G. Also associated with the construction of DISTRICT DRAINAGE FACILITIES are (i) certain 30' section of fence centered over pipe and ground grates ("FENCE AND GRATES") and (ii) an interim bubbler and pump station, including its associated outlet structure and a 12-inch HDPE storm drain ("INTERIM PUMP STATION"), located within DEVELOPER held easements or rights of way. FENCE AND GRATES and INTERIM PUMP STATION are called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER and subsequently owned and maintained by any new property owner(s) for Plot Plan No. 190039. In the event (i) DEVELOPER does not transfer ownership, operation and maintenance to the new property owner(s), (ii) DEVELOPER dissolves or (iii) new property owner(s) never form(s) or dissolve(s), COUNTY shall be responsible for the operation and maintenance of DEVELOPER FACILITIES identified on DISTRICT Drawing No. 4-1199; and

H. All Parties recognize and acknowledge that DEVELOPER is solely responsible and assumes all liability for the inspection, repairs, operation and maintenance of INTERIM PUMP STATION until the PROPOSED LATERAL H-12 STAGE 2 construction is complete. Additionally, in the event INTERIM PUMP STATION malfunctions or fails, DEVELOPER shall assume all liability and responsibility for any and all damages, including, but not limited to, those damages arising out of or as a result of any overflow(s), flooding impacts, blockages or sediment accumulation due to the failure of INTERIM PUMP STATION. Any such liability shall be borne solely and exclusively by DEVELOPER; and

I. In addition, DISTRICT in the interim will be responsible for the removal of storm related sediment and debris of INTERIM PUMP STATION not caused by any failure or malfunction pumps; and

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

K. DEVELOPER and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and

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

M. DISTRICT is willing to ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES provided DEVELOPER (a) complies with this Agreement, (b) prepares PROJECT plans in accordance with DISTRICT and COUNTY approved plans and specifications and this Agreement, (c) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications and this Agreement, (d) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein and (e) 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 DRAINAGE FACILITIES and COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES; and

N. COUNTY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for



DISTRICT DRAINAGE FACILITIES and COUNTY for COUNTY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of way, (v) convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and (vi) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

O. DEVELOPER shall assume ownership, operation and maintenance responsibilities of DISTRICT DRAINAGE FACILITIES on an interim basis as set forth herein, with the recognition and understanding that the actual acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance responsibilities by DISTRICT is entirely dependent on all contingencies being met in accordance with Section I.23 of this Agreement.

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 COUNTY standards, and submit them to DISTRICT and COUNTY 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 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 COUNTY, within thirty (30) calendar days after receipt of periodic billings from COUNTY, any and all such amounts as are deemed reasonably necessary by COUNTY to cover COUNTY's costs associated with i) the review and approval 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. By execution of this Agreement, grant DISTRICT and COUNTY 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. Upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Plot Plan No. 190039 or any phase thereof, whichever occurs first, provide COUNTY with faithful performance and payment bonds in accordance with COUNTY's Ordinance No. 460, including any amendments thereto, for the estimated cost of construction of i) DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and ii) COUNTY FACILITIES as determined by COUNTY. The surety, amount and form of the bonds shall list COUNTY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete and COUNTY FACILITIES are accepted by COUNTY 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 COUNTY.

5. Upon DISTRICT's and COUNTY'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 DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT in accordance with COUNTY Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

6. Upon DISTRICT's and COUNTY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) 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. Upon DISTRICT's and COUNTY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) 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 or COUNTY.

8. Upon DISTRICT's and COUNTY's approval of IMPROVEMENT PLANS and prior to commencing construction of PROJECT, furnish DISTRICT (Attention: Contract Services Section) with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by

DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and COUNTY's approval.

9. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and COUNTY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence operations until DISTRICT and COUNTY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. 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 DRAINAGE FACILITIES, either in whole or in part, for said breach of this Agreement.

10. Upon DISTRICT and COUNTY approval of IMPROVEMENT PLANS or not less than twenty (20) calendar days prior to recordation of the final map for Plot Plan No. 190039 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and COUNTY with sufficient evidence of DEVELOPER having secured such 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 as determined and approved by DISTRICT and COUNTY.

11. Upon DISTRICT and COUNTY approval of IMPROVEMENT PLANS, and prior to the start of any portion of PROJECT construction, obtain and provide DISTRICT

(Attention: Plan Check 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 DRAINAGE 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. Upon submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., furnish DISTRICT (Attention: Plan Check Section) with Preliminary Title Reports 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. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and COUNTY each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and COUNTY, respectively.

14. After receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT construction as set forth in Sections I.4 through I.13., notify DISTRICT (Attention: Construction Management Section) and COUNTY 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. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.3.

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

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

17. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and COUNTY employees on the site.

18. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

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

20. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation

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

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20., furnish DISTRICT 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 parcel(s) as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

22. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of PROJECT until such time as the new property owners for Plot Plan No. 190039 accepts ownership and responsibility 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 PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES in accordance with Recitals O and Section I.23 of this Agreement and (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES.

DISTRICT DRAINAGE 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 DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER. DEVELOPER shall continue to be responsible to own, operate and maintain DEVELOPER FACILITIES.

23. Accept sole ownership and responsibility for (i) the operation and maintenance of DISTRICT DRAINAGE FACILITIES and (ii) the operation and maintenance of the structural maintenance and debris clearance of LATERAL H-12 STAGE 1 facility, including RCB, manholes, covers, access hatch and upstream inlet(s), prior to any wet weather events during the interim condition period prior to downstream connection, until such time as (a) the construction of PROPOSED LATERAL H-12 STAGE 2 is complete and constructed pursuant to a DISTRICT administered public works construction contract, (b) DISTRICT accepts ownership and responsibility for the operation and maintenance of PROPOSED LATERAL H-12 STAGE 2, (c) DISTRICT DRAINAGE FACILITIES are constructed in accordance with plans and specifications approved by DISTRICT and this Agreement, (d) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition and (e) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT.

24. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE 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 IMPROVEMENT PLANS as "record drawings".

25. After any wet weather event and at any level of occurrence, at its sole cost and expense, provide a detailed inspection report (Inspection Report) to DISTRICT (Attn: Operation and Maintenance Division) of DEVELOPER or DEVELOPER's contractor's scope of work for INTERIM PUMP STATION and include all records and documents. Additionally, if INTERIM PUMP STATION malfunctions or fails to perform, the Inspection Report should detail all actions taken to respond to the overflow, the containment and/or clean-up activities, including, but not limited to, the description of the cause of the malfunction(s), the manner in which the impact(s) was contained and clean-up of all sediment accumulation from LATERAL H-12 STAGE 1. Failure to provide such Inspection Report shall be deemed a material breach of this Agreement.

26. Upon DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and PROPOSED LATERAL H-12 STAGE 2, demolish the INTERIM PUMP STATION.

27. 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.

28. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT or the quality of the work, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the County of Riverside 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 within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT 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 DISTRICT's staff availability.
6. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.
7. Inspect construction of DISTRICT DRAINAGE FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated (i) with 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.

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

10. 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.24, provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

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

12. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.24, provide COUNTY with (a) a reproducible duplicate copy of "record drawings" of constructed DISTRICT DRAINAGE FACILITIES, (b) a

written notice that PROJECT is complete and (c) request COUNTY release bonds held for DISTRICT DRAINAGE FACILITIES and COUNTY FACILITIES.

13. After any wet weather event, at any level of occurrence and upon receipt of Inspection Report, notify DEVELOPER of its satisfaction of the work performed or if additional work is needed to ensure INTERIM PUMP STATION is functioning properly. Additionally, if DEVELOPER fails to provide an Inspection Report, DISTRICT, at its sole discretion, shall provide written notice to COUNTY that DEVELOPER is unable to perform its obligations hereunder and request COUNTY to operate and maintain INTERIM PUMP STATION.

14. Provide sediment removal from LATERAL H-12 STAGE 1 on an as needed basis for the interim condition period prior to the LATERAL H-12 STAGE 1 downstream connection and only when the INTERIM PUMP STATION is being maintained and functioning properly. If INTERIM PUMP STATION is not functioning, DEVELOPER shall obtain any necessary permits and dewater LATERAL H-12 STAGE 1 prior to DISTRICT's sediment removal.

15. Assume ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.24., (iv) recordation of all conveyance documents described in Section I.20., (v) receipt of all required policies of title insurance described in Section I.21 and (vi) all contingencies being met in accordance with Recitals O and Section I.23 of this Agreement.

SECTION III

COUNTY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction when COUNTY has determined that such plans meet COUNTY standards.

2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of COUNTY Ordinance No. 460, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and COUNTY FACILITIES as determined by COUNTY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds shall list COUNTY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY 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 COUNTY. COUNTY shall not release said bonds until DISTRICT provides COUNTY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete, as set forth in Section II.12.

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

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY rights of way.

5. By execution of this Agreement, consent to DISTRICT 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 DRAINAGE FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

7. Inspect PROJECT construction.

8. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE 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".

9. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, (ii) COUNTY's final inspection of COUNTY FACILITIES and (iii) COUNTY's sole determination that COUNTY FACILITIES are in a satisfactorily maintained condition.

10. Release occupancy permits in accordance with the approved conditions of Approval for Plot Plan No. 190039.

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

finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by COUNTY at no cost to DISTRICT.

#### SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES unless and until DEVELOPER performs all obligations under the Agreement.

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

3. DISTRICT personnel may observe and inspect all work being done on DISTRICT DRAINAGE 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.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time 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 DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless DISTRICT and COUNTY agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority (i) for DISTRICT to terminate the Agreement and (ii) for COUNTY to require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds for DISTRICT to complete construction and perform any other remaining work on DISTRICT DRAINAGE FACILITIES and COUNTY FACILITIES. In the event COUNTY and DISTRICT elect to proceed under Section IV.5.ii, the following provisions (a) and (b) apply:

- a. DEVELOPER grants to DISTRICT and DISTRICT's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Plot Plan No. 190039 to complete construction and perform any other remaining work on DISTRICT DRAINAGE FACILITIES and COUNTY FACILITIES. This right of entry shall terminate when such construction and any other remaining work is complete.
- b. COUNTY shall enforce the bonds and subsequently reimburse DISTRICT for DISTRICT costs incurred. If funds from the bond are insufficient to cover both COUNTY and DISTRICT's costs, COUNTY and DISTRICT shall negotiate an allocation of funds between them and determine whether COUNTY or DISTRICT shall cover the remaining costs.

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 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 DRAINAGE 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 or COUNTY designated legal holidays, unless otherwise approved in writing by DISTRICT and COUNTY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT OR COUNTY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and COUNTY to work the additional hours. The request shall be submitted to DISTRICT and COUNTY 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 COUNTY at their sole discretion and shall be final. If permission is granted by DISTRICT and COUNTY, 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 Ordinance Nos. 671 and 749, including any amendments thereto.

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT and COUNTY (including each of 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 referred to as "Indemnitees") from any liability action, claim or damage whatsoever, based or asserted upon sediment accumulation, removal or pick up, or malfunctioning, non-operable or failed pumps, and/or any acts, omissions or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") 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. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at their 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 and COUNTY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein.

10. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligations hereunder shall be satisfied when DEVELOPER and/or DEVELOPER's construction contractor(s) has provided to DISTRICT and COUNTY the appropriate form of dismissal relieving DISTRICT and COUNTY 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 or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein 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 Civil Code 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY (including each of their respective Agencies, Districts, Special Districts and Departments, directors, their respective 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 of DEVELOPER by DISTRICT or COUNTY (including each of their respective 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, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT and COUNTY, as described in this Agreement.

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 COUNTY: COUNTY OF RIVERSIDE  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Transportation Department  
Plan Check Section

To DEVELOPER: DUKE REALTY RIDER & HARVILL LP  
200 Spectrum Center Drive, Suite 1600  
Irvine, CA 92618  
Attn: Christos Mavrakis

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 provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

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

21. No Party shall assign this Agreement without the written consent of all the other Parties. Any attempt to delegate or assign any interest herein without written consent of all the other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Plot Plan No. 190039, DEVELOPER shall notify DISTRICT and COUNTY of any such transfer or assignment in writing no later than 30 days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, COUNTY, DEVELOPER and the new owner(s) of Plot Plan No. 190039 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Plot Plan No. 190039.

23. 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.

24. 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.

25. 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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**[SIGNATURES ON FOLLOWING PAGES]**

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

10/18/22  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

ATTEST:

MINH TRAN  
County Counsel

KECIA HARPER  
Clerk of the Board

By *Caroline Monroy*  
CAROLINE K. MONROY  
Deputy County Counsel

By *Drama Smith*  
Deputy

(SEAL)

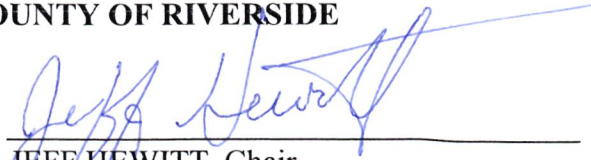
Cooperative Agreement:  
Perris Valley Master Drainage Plan Lateral H-12, Stage 1  
Project No. 4-0-00504  
Plot Plan No. 190039  
AMR:blm  
09/26/22

OCT 18 2022 11.8

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
MARK LANCASTER  
Director of Transportation

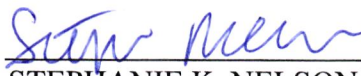
By   
JEFF HEWITT, Chair  
Board of Supervisors

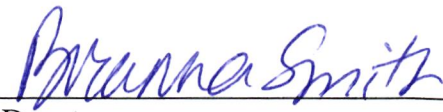
APPROVED AS TO FORM:

ATTEST:

MINH TRAN  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
STEPHANIE K. NELSON  
Deputy County Counsel

By   
Deputy

(SEAL)

Cooperative Agreement:  
Perris Valley Master Drainage Plan Lateral H-12, Stage 1  
Project No. 4-0-00504  
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AMR:blm  
09/26/22

OCT 18 2022 11.8

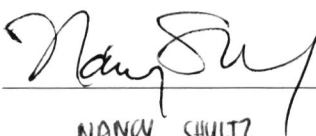


**DUKE REALTY RIDER & HARVILL LP,**  
a Delaware limited partnership

By: DUKE REALTY RIDER & HARVILL LLC, a  
Delaware limited liability company,  
its general partner

By: DUKE REALTY LIMITED PARTNERSHIP,  
an Indiana limited partnership, its manager

By: Duke Realty Corporation, an Indiana  
corporation, its general partner

By:   
Name: NANCY SHULTZ  
Title: REGIONAL PRESIDENT

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Perris Valley Master Drainage Plan Lateral H-12, Stage 1  
Project No. 4-0-00504  
Plot Plan No. 190039  
AMR:blm  
09/26/22

**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 Orange )  
On 9/27/22 before me, Cali Yang, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Nancy Shultz  
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: n/a  
Number of Pages: n/a Signer(s) Other Than Named Above: n/a

**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

File No.: NCS-1019880-CHI2

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

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 12 WITH THE CENTERLINE OF HARVILL AVENUE ("A" STREET) (88.00 FEET IN FULL WIDTH) PER PARCEL MAP 24737 AS SHOWN BY MAP ON FILE IN BOOK 177 OF PARCEL MAPS AT PAGES 85 AND 86 THEREOF, RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE NORTH 19°20'22" WEST ALONG SAID CENTERLINE OF HARVILL AVENUE, A DISTANCE OF 51.01 FEET TO A POINT THEREON;

THENCE NORTH 70°39'38" EAST, AT A RIGHT ANGLE, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 24737, AND ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID HARVILL AVENUE AS CONVEYED BY THAT CERTAIN GRANT DEED RECORDED 8/4/1992 AS INSTRUMENT NO. 287672 OFFICIAL RECORDS OF SAID COUNTY AND ALSO BEING THE NORTHWESTERLY CORNER OF LOT "C" AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 19°20'22" WEST ALONG SAID WESTERLY LINE, SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF PARCEL 1 OF CERTIFICATE OF PARCEL MERGER NO. 01960 RECORDED FEBRUARY 22, 2016 AS INSTRUMENT NO. 2016-0068285, OFFICIAL RECORDS OF SAID COUNTY, A DISTANCE OF 1081.00 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED BY DEED TO METROPOLITAN WATER DISTRICT EXECUTED BY ANNA PIRCH, A WIDOW, UNDER DATE OF JUNE 1, 1933 AND RECORDED JUNE 15, 1933 IN BOOK 125 PAGE 487 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 88°58'44" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 626.36 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD;

THENCE SOUTH 19°21'18" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1105.83 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 5-B AS CONVEYED BY SAID INSTRUMENT NO. 287672;

THENCE SOUTH 88°59'55" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 5-B, A DISTANCE OF 514.39 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT "C";

THENCE NORTH 00°39'36" EAST, ALONG THE EASTERLY LINE OF SAID LOT "C", A DISTANCE OF 7.50 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT "C";

THENCE THE FOLLOWING TWO (2) COURSES ARE ALONG THE NORTHERLY LINE OF SAID LOT "C";

1) SOUTH 88°59'55" WEST, A DISTANCE OF 98.46 FEET;

2) NORTH 55°10'12" WEST, A DISTANCE OF 25.93 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS PURSUANT TO CERTIFICATE OF PARCEL MERGER NO. 200020 RECORDED DECEMBER 01, 2020, AS INSTRUMENT NO. 2020-0600753 OF OFFICIAL RECORDS.

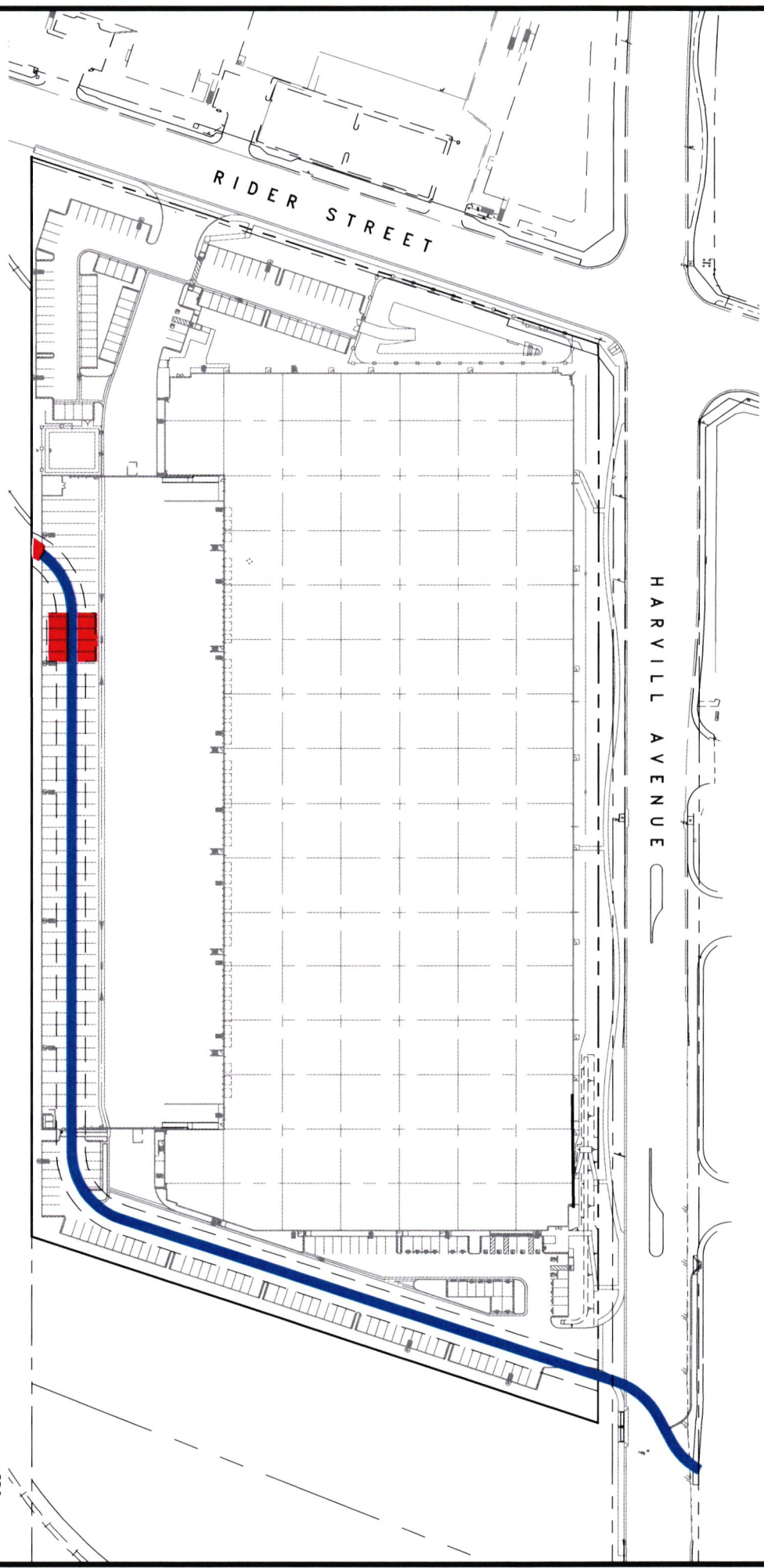
For conveyancing purposes only: APN 317-170-045 (Affects a portion of the land) and 317-170-024 (Affects a portion of the land)

## COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan Lateral H-12, Stage 1

Project No. 4-0-00504  
Plot Plan No. 190039

EXHIBIT "B"



**LEGEND**  
LATERAL H-12  
LATERAL H-12 CONCRETE FEATURES

**COOPERATIVE AGREEMENT**  
LATERAL H-12 STORM DRAIN  
PROJECT No. X-X-XXXX-XX



## 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 coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

COOPERATIVE AGREEMENT

Perris Valley MDP Lateral H-12, Stage 1

Project No. 4-0-00504

Plot Plan No. 190039

Page 1 of 5

C. Vehicle Liability:

If DEVELOPER's 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 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as 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

COOPERATIVE AGREEMENT

Perris Valley MDP Lateral H-12, Stage 1

Project No. 4-0-00504

Plot Plan No. 190039

Page 3 of 5

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 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

COOPERATIVE AGREEMENT

Perris Valley MDP Lateral H-12, Stage 1

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Plot Plan No. 190039

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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.

COOPERATIVE AGREEMENT

Perris Valley MDP Lateral H-12, Stage 1

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EXHIBIT "D"

HARVILL AVENUE

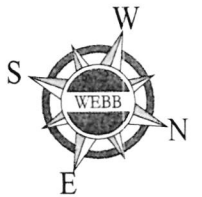
RIDER STREET

LEGEND

 CROSS-HATCHED EASEMENT

COOPERATIVE AGREEMENT

LATERAL H-12 STORM DRAIN  
PROJECT No. X-X-XXXX-XX



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