

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

*MS 2990*

DOC # 2010-0527149

11/03/2010 11:41A Fee:NC

Page 1 of 45

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COOPERATIVE AGREEMENT

Title of Document

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002

PROJECT: Moreno MDP Line F, Stage 3  
Moreno MDP Line D  
Moreno MDP Line D-5  
Moreno MDP Line D-6  
Moreno - Line F Sinclair Street Storm Drain

SUB-DIVISION: Parcel Map 35629 (Moreno Valley)

PROJECT NOS:  
4-0-00752-03  
4-0-00749  
4-0-00741  
4-0-00742  
4-0-00743

DEVELOPER:  
HF Logistics-SKX T1, LLC  
HF Logistics-SKX T2, LLC  
Highland Fairview Partners I  
Highland Fairview Partners II  
Highland Fairview Partners III  
Highland Fairview Partners IV

COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3

Moreno MDP Line D

Moreno MDP Line D-5

Moreno MDP Line D-6

Moreno – Line F Sinclair Street Storm Drain

(Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743)

(Parcel Map No. 35629)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company, HF LOGISTICS-SKX T2, LLC, a Delaware limited liability company, HIGHLAND FAIRVIEW PARTNERS I, a California general partnership, HIGHLAND FAIRVIEW PARTNERS II, a California general partnership, HIGHLAND FAIRVIEW PARTNERS III, a California general partnership, and HIGHLAND FAIRVIEW PARTNERS IV, a California general partnership, hereinafter together called "DEVELOPERS", hereby agree as follows:

RECITALS

A. DEVELOPERS have submitted for approval Parcel Map No. 35629 in the City of Moreno Valley and as a condition for approval DEVELOPERS must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPERS' planned development; and

B. The required flood control facilities include construction of approximately 5,116 lineal feet of underground storm drain system, hereinafter called "DISTRICT DRAINAGE FACILITIES, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

1 C. Also associated with the construction of DISTRICT DRAINAGE  
2 FACILITIES is the construction of inlets, catch basins, laterals and connector pipes located  
3 within CITY'S right of way, hereinafter called "APPURTENANCES". Together, DISTRICT  
4 DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

5 D. DEVELOPERS and CITY desire DISTRICT to accept ownership and  
6 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.  
7 Therefore, DISTRICT must review and approve DEVELOPERS' plans and specifications for  
8 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;  
9 and  
10

11 E. DEVELOPERS and DISTRICT desire CITY to accept ownership and  
12 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY  
13 must review and approve DEVELOPERS' plans and specifications and subsequently inspect the  
14 construction of PROJECT; and  
15

16 F. DISTRICT is willing to (i) review and approve DEVELOPERS' plans and  
17 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE  
18 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of  
19 DISTRICT DRAINAGE FACILITIES, provided DEVELOPERS (i) comply with this  
20 Agreement, (ii) pay DISTRICT the amounts specified herein to cover DISTRICT'S plan review  
21 and construction inspection costs, (iii) construct PROJECT in accordance with plans and  
22 specifications approved by DISTRICT and CITY, (iv) obtain all necessary permits, regulatory  
23 permits, licenses and rights of entry as set forth herein, (v) accept ownership and responsibility  
24 for the operation and maintenance of PROJECT following completion of PROJECT  
25 construction until such time as DISTRICT accepts ownership and responsibility for the  
26 operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts  
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1 ownership and responsibility for the operation and maintenance of APPURTENANCES, and  
2 (vi) obtain and convey to DISTRICT the necessary rights of way for the inspection, operation  
3 and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein; and

4 G. CITY is willing to (i) review and approve plans and specifications prepared  
5 by DEVELOPERS for PROJECT, (ii) inspect the construction of APPURTENANCES, (iii)  
6 accept and hold faithful performance and payment bonds submitted by DEVELOPERS for  
7 DISTRICT DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and  
8 maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, (v) consent to the  
9 recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPERS  
10 as provided herein, and (vi) accept ownership and responsibility for the operation and  
11 maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with  
12 plans and specifications approved by DISTRICT and CITY.  
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15 NOW, THEREFORE, the parties hereto mutually agree as follows:

16 SECTION I

17 DEVELOPERS shall:

18 1. Prepare PROJECT plans and specifications, as shown in DISTRICT  
19 Drawing No. 4-1007 hereinafter called "IMPROVEMENT PLANS", in accordance with  
20 DISTRICT and CITY standards, and submit to DISTRICT and CITY for their review and  
21 approval.  
22

23 2. Continue to pay DISTRICT, within thirty (30) days after receipt of  
24 periodic billings from DISTRICT, any and all such amounts as are deemed reasonably  
25 necessary by DISTRICT to cover DISTRICT'S costs associated with the review of  
26 IMPROVEMENT PLANS, the review and approval of all right of way and conveyance  
27 documents, and with the processing and administration of this Agreement. Additionally, deposit  
28

1 with CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover  
2 CITY'S costs associated with the review of IMPROVEMENT PLANS, the review and approval  
3 of all right of way and conveyance documents, and with the processing and administration of  
4 this Agreement.

5           3. Deposit with DISTRICT (Attention: Business Office - Accounts  
6 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT  
7 DRAINAGE FACILITIES construction as set forth in Section I.8., the estimated cost of  
8 providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as  
9 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the  
10 County of Riverside, including any amendments thereto, based upon the bonded value of  
11 DISTRICT DRAINAGE FACILITIES to be inspected, operated and maintained by DISTRICT.  
12 Additionally, deposit with CITY (Attention: Public Works/Land Development), at the time of  
13 providing written notice to DISTRICT of the start of PROJECT construction as set forth in  
14 Section I.8., the estimated cost of providing construction inspection in an amount as determined  
15 and approved by CITY in accordance with the most recent City Code and Fee Resolution of  
16 CITY, including any amendments thereto.

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19           4. [This Section Intentionally Left Blank.]

20           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
21 permits and rights of entry as may be needed for the construction, inspection, operation and  
22 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPERS shall furnish  
23 DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as  
24 set forth in Section I.8., with sufficient evidence of DEVELOPERS having secured such  
25 necessary licenses, agreements, permits and rights of entry, as determined and approved by  
26 DISTRICT.  
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1 6. Furnish DISTRICT with copies of all permits, approvals or agreements  
2 required by any Federal or State resource and/or regulatory agency for the construction,  
3 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include  
4 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional  
5 Water Quality Control Board, California State Department of Fish and Game and State Water  
6 Resources Control Board.

7 7. Provide CITY, prior to providing written notice to DISTRICT of the start  
8 of construction as set forth in Section I.8., with a faithful performance bond in the amount of  
9 one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE  
10 FACILITIES as determined by DISTRICT and a material and labor payment bond in the  
11 amount of fifty percent (50%) of the estimated cost for construction of the DISTRICT  
12 DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the  
13 bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full  
14 force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as  
15 complete; at which time the faithful performance bond amount may be reduced to ten percent  
16 (10%) for a period of one year to guarantee against any defective work, and the Material and  
17 Labor security will be released after a period of ninety (90) days if there are no liens against the  
18 project for payment of materials or labor.

19 8. Notify DISTRICT in writing (Attention: Administrative Services Section),  
20 at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE  
21 FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE  
22 FACILITIES for any reason whatsoever, until DISTRICT has issued to DEVELOPERS a  
23 written Notice to Proceed authorizing DEVELOPERS to commence construction of DISTRICT  
24 DRAINAGE FACILITIES.

25 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to  
26 enter upon DEVELOPERS' property where necessary and convenient for the purpose of gaining  
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1 access to, and performing inspection service for, the construction of DISTRICT DRAINAGE  
2 FACILITIES and APPURTENANCES, respectively, as set forth herein.

3 10. Obtain and provide DISTRICT, at the time of providing written notice to  
4 DISTRICT of the start of construction of DISTRICT DRAINAGE FACILITIES as set forth in  
5 Section I.8., with duly executed Irrevocable Offers(s) of Dedication to the public for flood  
6 control and drainage purposes, including ingress and egress, for the rights of way deemed  
7 necessary by DISTRICT for the construction, inspection, operation and maintenance of  
8 DISTRICT DRAINAGE FACILITIES, as shown in concept shaded in green on Exhibit "B"  
9 attached hereto and made a part hereof. The Irrevocable Offer(s) of Dedication shall be in a  
10 form approved by DISTRICT and shall be executed by all legal and equitable owners of the  
11 property described in the offer(s).  
12

13 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of  
14 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than  
15 thirty (30) days prior to date of submission of all the property described in the Irrevocable  
16 Offer(s) of Dedication.  
17

18 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
19 the start of construction as set forth in Section I.8., with a complete list of all contractors and  
20 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the  
21 corresponding license number and license classification of each. At such time, DEVELOPERS  
22 shall further identify in writing their designated superintendent for DISTRICT DRAINAGE  
23 FACILITIES construction.  
24

25 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
26 the start of construction as set forth in Section I.8., a construction schedule which shall show the  
27 order and dates in which the DEVELOPERS or DEVELOPERS' contractor proposes to carry on  
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1 the various parts of work, including estimated start and completion dates. As construction of  
2 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPERS shall update said  
3 construction schedule as requested by DISTRICT.

4 14. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign  
5 their ownership to DISTRICT at the time DISTRICT approves and signs said final mylar  
6 IMPROVEMENT PLANS, and prior to the start of DISTRICT DRAINAGE FACILITIES  
7 construction.

8 15. Not permit any change to or modification of the IMPROVEMENT PLANS  
9 without the prior written permission and consent of DISTRICT.  
10

11 16. Comply with all Cal/OSHA safety regulations including regulations  
12 concerning confined space and maintain a safe working environment for DEVELOPERS' and  
13 DISTRICT employees on the site.

14 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
15 the start of construction as set forth in Section I.8., with a confined space entry procedure  
16 specific to DISTRICT DRAINAGE FACILITIES. The procedure shall comply with  
17 requirements contained in California Code of Regulations, Title 8 Section 5158, Other Confined  
18 Space Operations, Section 5157, Permit Required Confined Space and DISTRICT Confined  
19 Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT  
20 prior to the issuance of a Notice to Proceed.  
21

22 18. During the construction period of DISTRICT DRAINAGE FACILITIES,  
23 provide Workers' Compensation Insurance in an amount required by law. A certificate of said  
24 insurance policy shall be provided to DISTRICT, the County of Riverside and CITY at the time  
25 of providing written notice pursuant to Section I.8.  
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1           19. Commencing on the date notice is given pursuant to Section I.8. and  
2 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and  
3 maintenance:

4           (a) Provide and maintain or cause its contractor(s) to provide and  
5 maintain comprehensive liability insurance coverage which shall  
6 protect DEVELOPERS from claim from damages for personal  
7 injury, including accidental and wrongful death, as well as from  
8 claims for property damage which may arise from DEVELOPERS'  
9 construction of PROJECT or the performance of its obligations  
10 hereunder, whether such construction or performance be by  
11 DEVELOPERS, by any of its contractors, subcontractors, or by  
12 anyone employed directly or indirectly by any of them. Such  
13 insurance shall name DISTRICT, the County of Riverside and CITY  
14 as additional insureds with respect to this Agreement and the  
15 obligations of DEVELOPERS hereunder. Such insurance shall  
16 provide for limits of not less than two million dollars (\$2,000,000)  
17 per occurrence.

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20           (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),  
21 who shall be authorized by the California Department of Insurance to  
22 transact the business of insurance in the State of California, to furnish  
23 DISTRICT, the County of Riverside and CITY, at the time of  
24 providing written notice to DISTRICT of the start of construction as  
25 set forth in Section I.8., with certificate(s) of insurance and applicable  
26 policy endorsements showing that such insurance is in full force and  
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effect and that DISTRICT, the County of Riverside and CITY are named as additional insureds with respect to this Agreement and the obligations of DEVELOPERS hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT, the County of Riverside and CITY sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event of any such cancellation, termination, non-renewal or reduction in coverage, DEVELOPERS shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

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 proceed to perform the remaining work pursuant to Section IV.3.

20. Construct or cause to be constructed, PROJECT at DEVELOPERS' sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

21. Accept sole responsibility for the adjustment of all DISTRICT DRAINAGE FACILITIES' manhole rings and covers located within DISTRICT EASEMENTS 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 at no cost to DISTRICT.

1           22. Within two (2) weeks of completing PROJECT construction, provide  
2 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT  
3 construction is substantially complete and requesting that DISTRICT conduct a final inspection  
4 of DISTRICT DRAINAGE FACILITIES.

5           23. Upon completion of PROJECT construction, and upon acceptance by CITY  
6 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and  
7 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE  
8 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to  
9 DISTRICT flood control easement(s), including ingress and egress, in a form approved by  
10 DISTRICT, for the rights of way as shown in concept shaded in green on Exhibit "B".

12           24. [This Section Intentionally Left Blank.]

13           25. At the time of recordation of the conveyance document(s) as set forth in  
14 Section I.23.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not  
15 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
16 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said  
17 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
18 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are  
19 deemed acceptable.  
20

21           26. Accept ownership and sole responsibility for the operation and maintenance  
22 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
23 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and  
24 responsibility for operation and maintenance of APPURTENANCES. Further, it is mutually  
25 understood by the parties hereto that prior to DISTRICT acceptance of ownership and  
26

1 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,  
2 PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

3           27. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
4 completion of DISTRICT DRAINAGE FACILITIES, all costs and reasonable expenses and  
5 fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all  
6 such costs, expenses and fees shall be computed as costs and included in any judgment  
7 rendered.

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9           28. Upon completion of construction of PROJECT, but prior to DISTRICT  
10 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
11 DEVELOPERS' civil engineer of record or construction civil engineer of record, duly registered  
12 in the State of California, shall provide DISTRICT a redlined "record drawing" copy of  
13 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing"  
14 drawings, DEVELOPERS' engineer shall schedule with DISTRICT a time to transfer the  
15 redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the  
16 engineer shall review, stamp and sign the original IMPROVEMENT PLANS "RECORD  
17 DRAWING".  
18

19           29. Ensure that all work performed pursuant to this Agreement by  
20 DEVELOPERS, their agents or contractors is done in accordance with all applicable laws and  
21 regulations, including but not limited to all applicable provisions of the Labor Code, Business  
22 and Professions Code, and Water Code. DEVELOPERS shall be solely responsible for all costs  
23 associated with compliance with applicable laws and regulations.  
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SECTION II

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DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of DISTRICT DRAINAGE FACILITIES 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 DEVELOPERS pursuant to Section I.10.
5. Inspect DISTRICT DRAINAGE FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPERS. If the deposit, as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPERS the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPERS shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.





1 DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the  
2 essence in this Agreement, failure of DEVELOPERS to perform the work within the agreed  
3 upon time shall constitute authority for DISTRICT to perform the remaining work and require  
4 DEVELOPERS' surety to pay to CITY the penal sum of any and all bonds. In which case,  
5 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

6 4. DEVELOPERS shall not request DISTRICT to accept any portion or  
7 portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of  
8 APPURTENANCES prior to the completion of PROJECT construction.

9 5. DISTRICT shall endeavor to issue DEVELOPERS a Notice to Proceed  
10 within twenty (20) days of receipt of DEVELOPERS' complete written notice as set forth in  
11 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the  
12 issuance of a Notice to Proceed is subject to staff availability.

13  
14 In the event DEVELOPERS wish to expedite issuance of a Notice to  
15 Proceed, DEVELOPERS may elect to furnish an independent qualified construction inspector at  
16 DEVELOPERS' sole cost and expense. DEVELOPERS shall furnish appropriate  
17 documentation of the individual's credentials and experience to DISTRICT for review and, if  
18 appropriate, approval. DISTRICT shall review the individual's qualifications and experience  
19 and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall  
20 be authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES  
21 construction and quality control matters. If DEVELOPERS' initial construction inspection  
22 deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000.00), DISTRICT  
23 shall refund to DEVELOPERS up to eighty percent (80%) of DEVELOPERS' initial inspection  
24 deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR;  
25 however, a minimum balance of ten thousand dollars (\$10,000.00) shall be retained on account.  
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1           6. DISTRICT DRAINAGE FACILITIES construction work shall be on a five  
2 (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT  
3 designated legal holidays, unless otherwise approved in writing by DISTRICT. If  
4 DEVELOPERS feel it necessary to work more than the normal forty (40) hour work week or on  
5 holidays, DEVELOPERS shall make a written request for permission from DISTRICT to work  
6 the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72)  
7 hours prior to the requested additional work hours and state the reasons for the overtime and the  
8 specific time frames required. The decision of granting permission for overtime work shall be  
9 made by DISTRICT at its sole discretion and shall be final. If permission is granted by  
10 DISTRICT, DEVELOPERS will be charged the cost incurred at the overtime rates for  
11 additional inspection time required in connection with the overtime work in accordance with  
12 Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

14           7. DEVELOPERS shall indemnify and hold harmless DISTRICT and CITY  
15 (including their agencies, districts, special districts and departments, their respective directors,  
16 officers, Board of Supervisors, elected and appointed officials, employees, agents and  
17 representatives) from any liability, claim, damage, proceeding or action, present or future, based  
18 upon, arising out of or in any way relating to DEVELOPERS' (including its officers, employees,  
19 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,  
20 performance under this Agreement, or failure to comply with the requirements of this  
21 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)  
22 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth  
23 Amendment of the United States Constitution or any other law, ordinance or regulation caused  
24 by the diversion of waters from the natural drainage patterns or the discharge of drainage within  
25 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

1 DEVELOPER shall defend, at its sole expense, including all costs and fees  
2 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
3 awards), DISTRICT and CITY (including their agencies, districts, special districts and  
4 departments, their respective directors, officers, Board of Supervisors, elected and appointed  
5 officials, employees, agents and representatives) in any claim, proceeding or action for which  
6 indemnification is required.

7 With respect to any of DEVELOPERS' indemnification requirements, DEVELOPERS  
8 shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to  
9 adjust, settle or compromise any such claim, proceeding or action without the prior consent of  
10 DISTRICT and CITY; provided, however, that any such adjustment, settlement or compromise  
11 in no manner whatsoever limits or circumscribes DEVELOPERS' indemnification obligations  
12 to DISTRICT or CITY.

13 DEVELOPERS' indemnification obligations shall be satisfied when DEVELOPERS  
14 have provided to DISTRICT and CITY the appropriate form of dismissal (or similar document)  
15 relieving DISTRICT or CITY from any liability for the claim, proceeding or action involved.

16 The specified insurance limits required in this Agreement shall in no way limit or  
17 circumscribe DEVELOPERS' obligations to indemnify and hold harmless DISTRICT and  
18 CITY from third party claims.

19 In the event there is conflict between this section and California Civil Code Section  
20 2782, this section shall be interpreted to comply with Civil Code 2782. Such interpretation shall  
21 not relieve the DEVELOPERS from indemnifying DISTRICT or CITY to the fullest extent  
22 allowed by law.

23 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
24 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
25

1 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
 2 require exact, full and complete compliance with any terms of this Agreement shall not be  
 3 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from  
 4 enforcement hereof.

5 9. DISTRICT and CITY each pledge to cooperate in regard to the operation  
 6 and maintenance of their respective facilities as set forth herein and to discharge their respective  
 7 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any  
 8 nuisance condition or undue maintenance impact upon the others' facilities.  
 9

10 10. This Agreement is to be construed in accordance with the laws of the State  
 11 of California.

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

14 RIVERSIDE COUNTY FLOOD CONTROL  
 15 AND WATER CONSERVATION DISTRICT  
 16 1995 Market Street  
 17 Riverside, CA 92501  
 18 Attn: Administrative Services

CITY OF MORENO VALLEY  
 Post Office Box 88005  
 Moreno Valley, CA 92552-0805  
 Attn: Public Works Director

17 HF LOGISTICS-SKX T1, LLC  
 18 14225 CORPORATE WAY  
 19 MORENO VALLEY CA 92553  
 20 Attn: Brian Hixson

HF LOGISTICS-SKX T2, LLC  
 14225 CORPORATE WAY  
 MORENO VALLEY CA 92553  
 Attn: Brian Hixson

21 12. Any action at law or in equity brought by any of the parties hereto for the  
 22 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
 23 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
 24 waive all provisions of law providing for a change of venue in such proceedings to any other  
 25 county.  
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1           13. This Agreement is the result of negotiations between the parties hereto, and  
2 the advice and assistance of their respective counsel. The fact that this Agreement was prepared  
3 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
4 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
5 prepared this Agreement in its final form.

6           14. The rights and obligations of DEVELOPERS shall inure to and be binding  
7 upon all heirs, successors and assignees.

8           15. DEVELOPERS shall not assign or otherwise transfer any of its rights,  
9 duties or obligations hereunder to any person or entity without the written consent of the other  
10 parties hereto being first obtained. In the event of any such transfer or assignment,  
11 DEVELOPERS expressly understand and agree that they shall remain liable with respect to any  
12 and all of the obligations and duties contained in this Agreement.

13           16. The individual(s) executing this Agreement on behalf of DEVELOPERS  
14 hereby certify they have the authority within their respective company(ies) to enter into and  
15 execute this Agreement, and have been authorized to do so by any and all boards of directors,  
16 legal counsel, and or any other board, committee or other entity within their respective  
17 company(ies) which have the authority to authorize or deny entering this Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
OCT 05 2010

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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By Marion Ashley  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel  
By Neal Kipnis  
NEAL KIPNIS  
Deputy County Counsel

KECIA HARPER-IHEM  
Clerk of the Board  
By Kecia Harper-Ihem  
Deputy

(SEAL)



Cooperative Agreement: TR 35629  
KEC:blj  
5/20/10

1 RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

2 By [Signature]  
Public Works Director/City Engineer

By [Signature]  
Mayor

3 *MS*

5 APPROVED AS TO FORM:

ATTEST:

7 By [Signature]  
City Attorney

City Clerk  
By [Signature]


(SEAL)




23 Cooperative Agreement: PM 35629  
24 Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5  
25 Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain  
26 Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743  
27 KEC:blj  
28 5/20/10

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**HIGHLAND FAIRVIEW PARTNERS I**  
a California general partnership

By   
IDDO BENZEEVI, President


**HIGHLAND FAIRVIEW PARTNERS II**  
a California general partnership

By   
IDDO BENZEEVI, President

**HIGHLAND FAIRVIEW PARTNERS III**  
a California general partnership

By   
IDDO BENZEEVI, President

**HIGHLAND FAIRVIEW PARTNERS IV**  
a California general partnership

By   
IDDO BENZEEVI, President

(ATTACH NOTARY WITH  
CAPACITY STATEMENT)

Cooperative Agreement: PM 35629  
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5  
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain  
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743  
KEC:blj  
5/20/10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On 6-1-10 before me, Lorinne J. Phillips, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Iddo Benzeevi  
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: Lorinne J. Phillips  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: COOPERATIVE AGREEMENT

Document Date: 6-1-10 Number of Pages: 23 + EXH. A(11) + EXH. B(8)

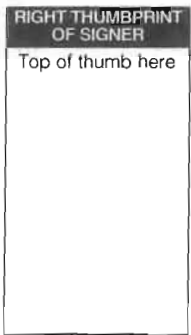
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: IDDO BENZEEVI

Corporate Officer — Title(s): PRES. & CEO

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

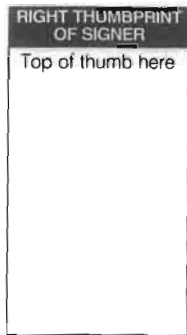


Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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**HF LOGISTICS-SKX T1, LLC**  
a Delaware limited liability company

**By: HF LOGISTICS-SKX, LLC**  
a Delaware limited liability company,  
its Sole Member

**By: HF Logistics I, LLC**  
a Delaware limited liability company,  
its Managing Member

By:   
IDDO BENZEEVI, President and Chief  
Executive Officer

**HF LOGISTICS-SKX T2, LLC**  
a Delaware limited liability company

**By: HF LOGISTICS-SKX, LLC,**  
a Delaware limited liability company,  
its Sole Member

**By: HF Logistics I, LLC**  
a Delaware limited liability company,  
its Managing Member

By:   
IDDO BENZEEVI, President and Chief  
Executive Officer

(ATTACH NOTARY WITH  
CAPACITY STATEMENT)

Cooperative Agreement: PM 35629  
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5  
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain  
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743  
KEC:blj  
5/20/10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 6.1.10 before me, Lorinne J. Phillips, Notary Public

personally appeared Iddo Benzeevi

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: Lorinne J. Phillips

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Document Date: 6.1.10 Number of Pages: 23 + EXH. A (11) EXH. B (8)

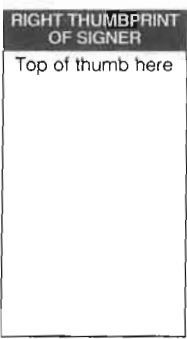
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: IDDO BENZEEVI

Corporate Officer — Title(s): PRES. & CEO

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

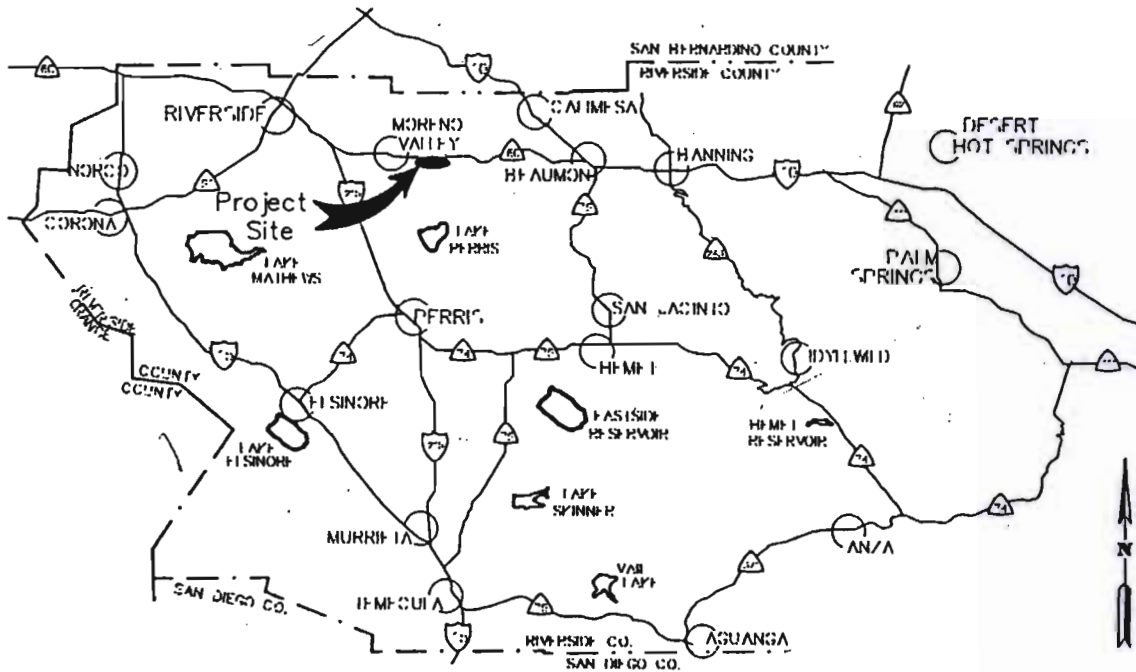
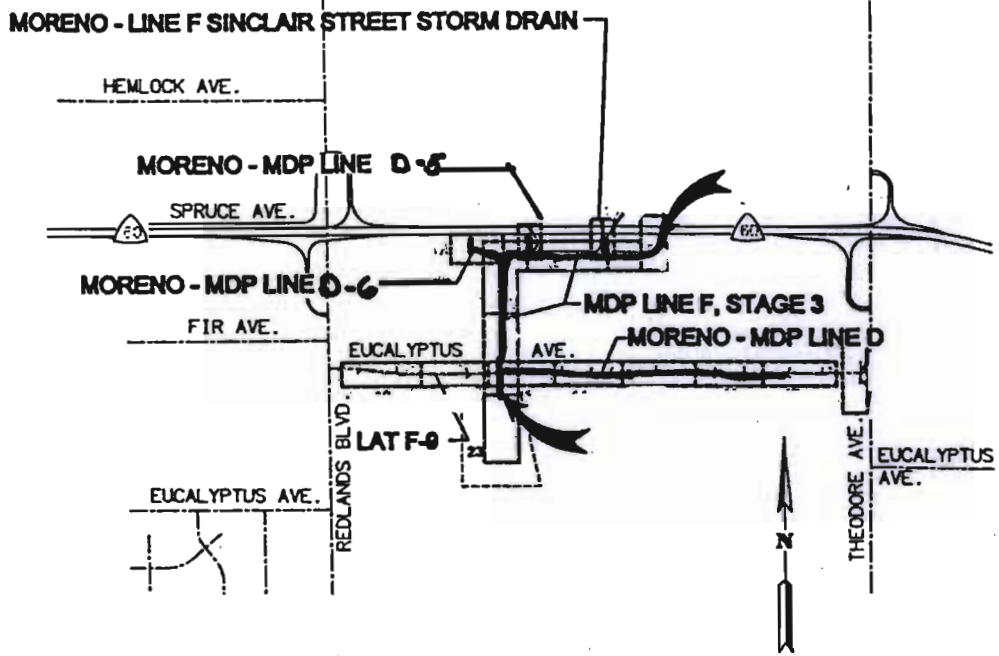
Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



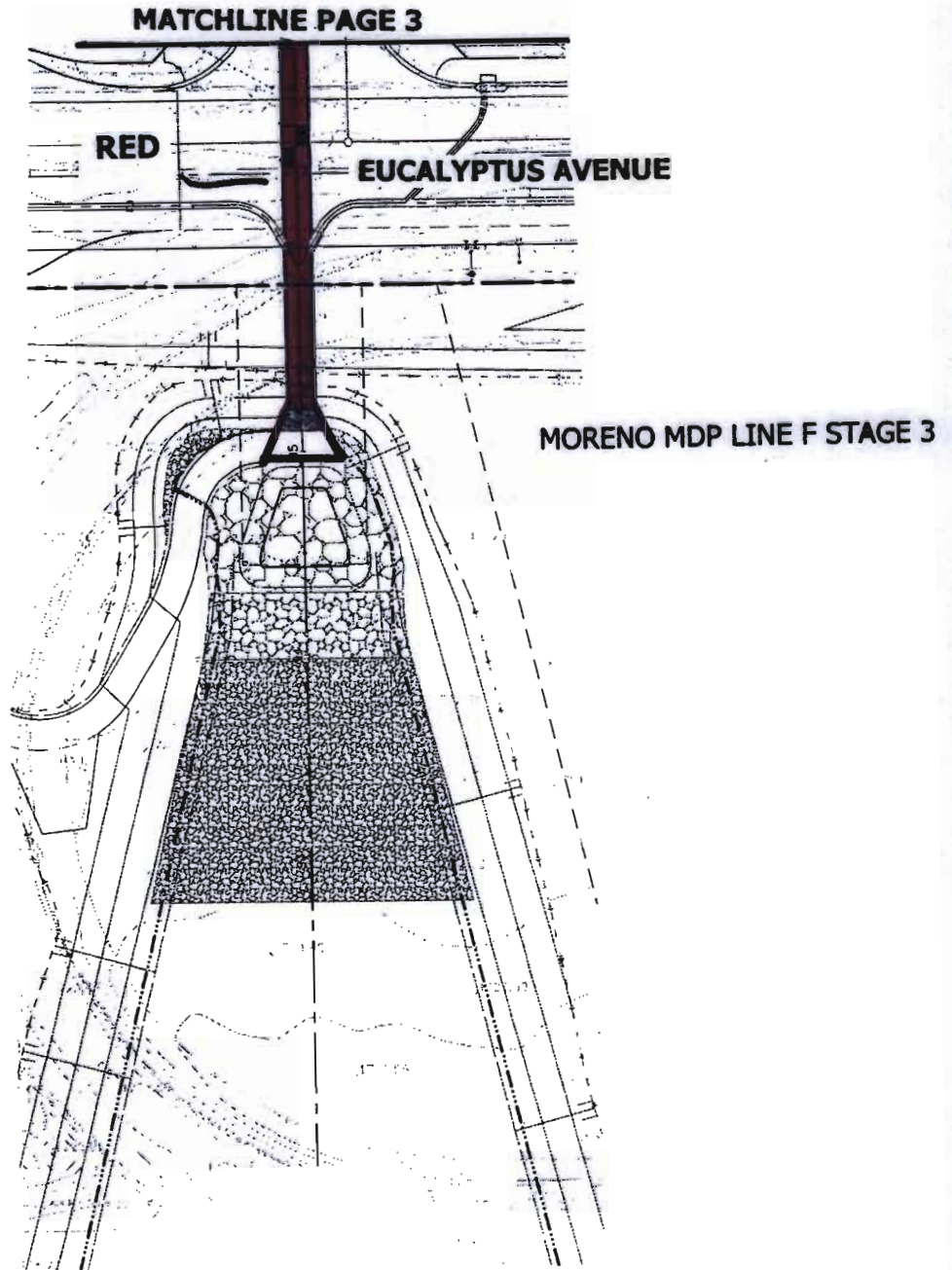
Signer Is Representing: \_\_\_\_\_

# Exhibit A



Cooperative Agreement  
 Parcel Map 35629  
 Project Numbers: 4-0-00752-03, 4-0-00749,  
 4-0-00741, 4-0-00742, 4-0-00743  
 1 of 11

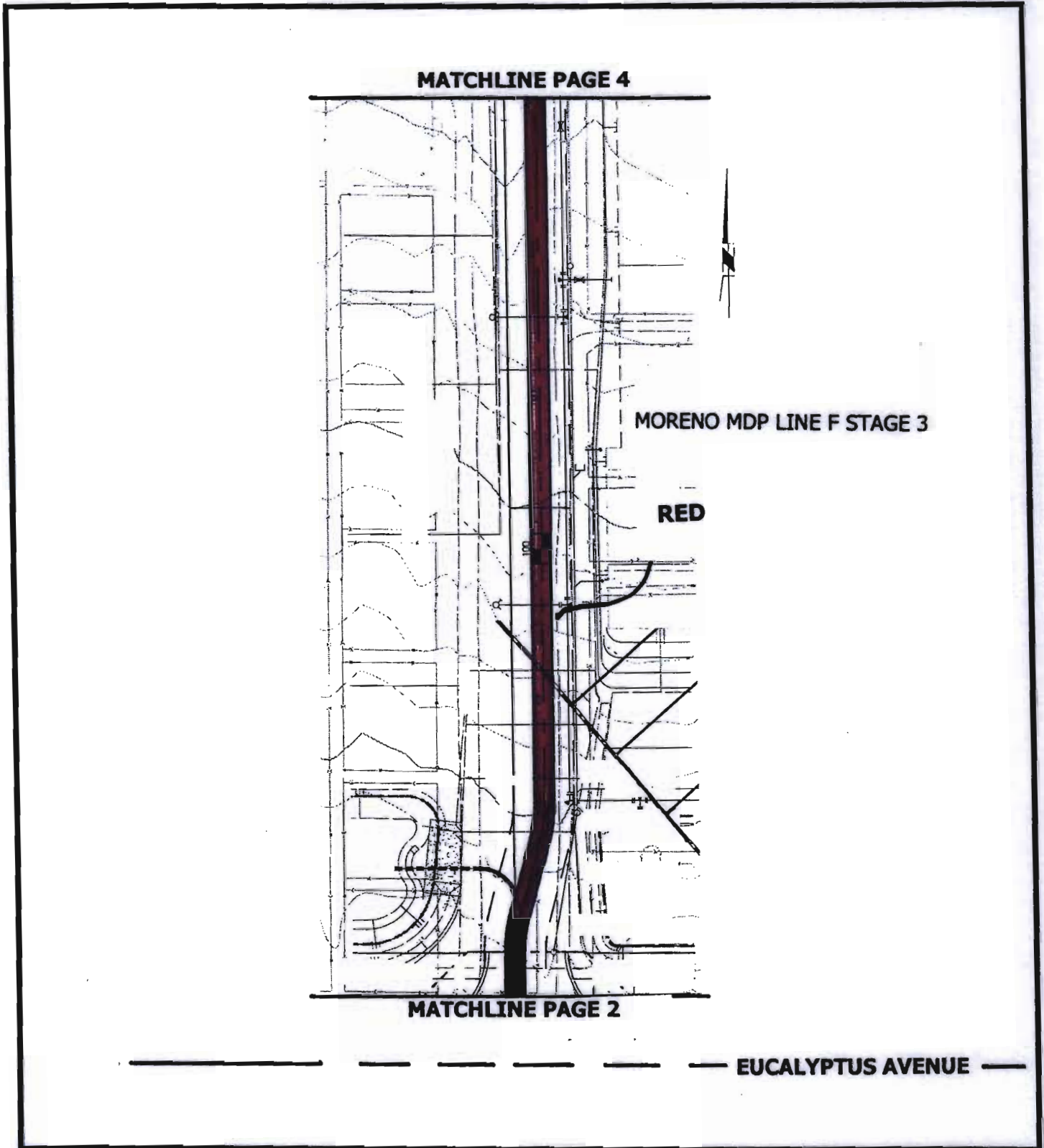
# Exhibit A



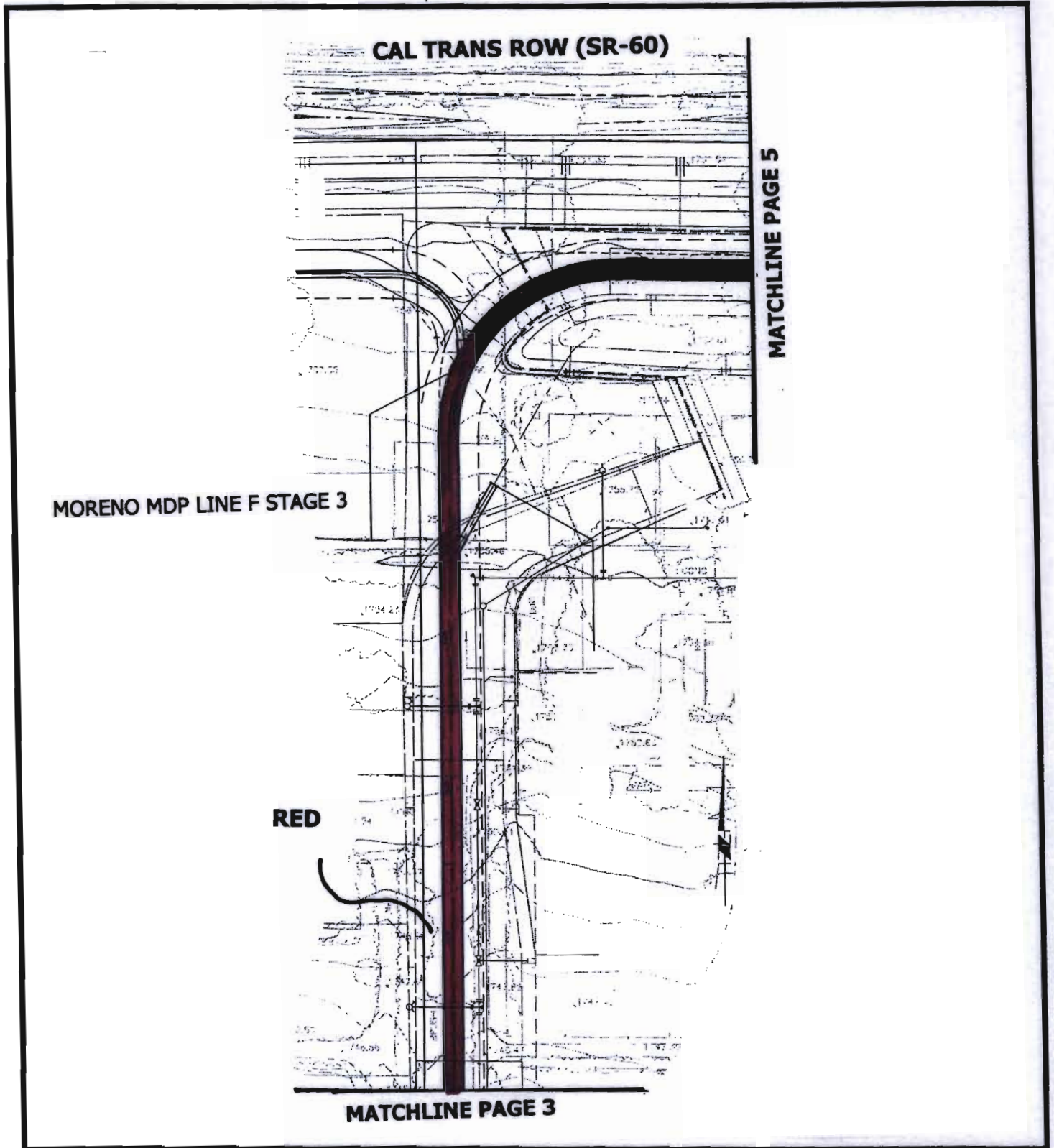
Cooperative Agreement  
Parcel Map 35629

Project Numbers: 4-0-00752-03, 4-0-00749,  
4-0-00741, 4-0-00742, 4-0-00743

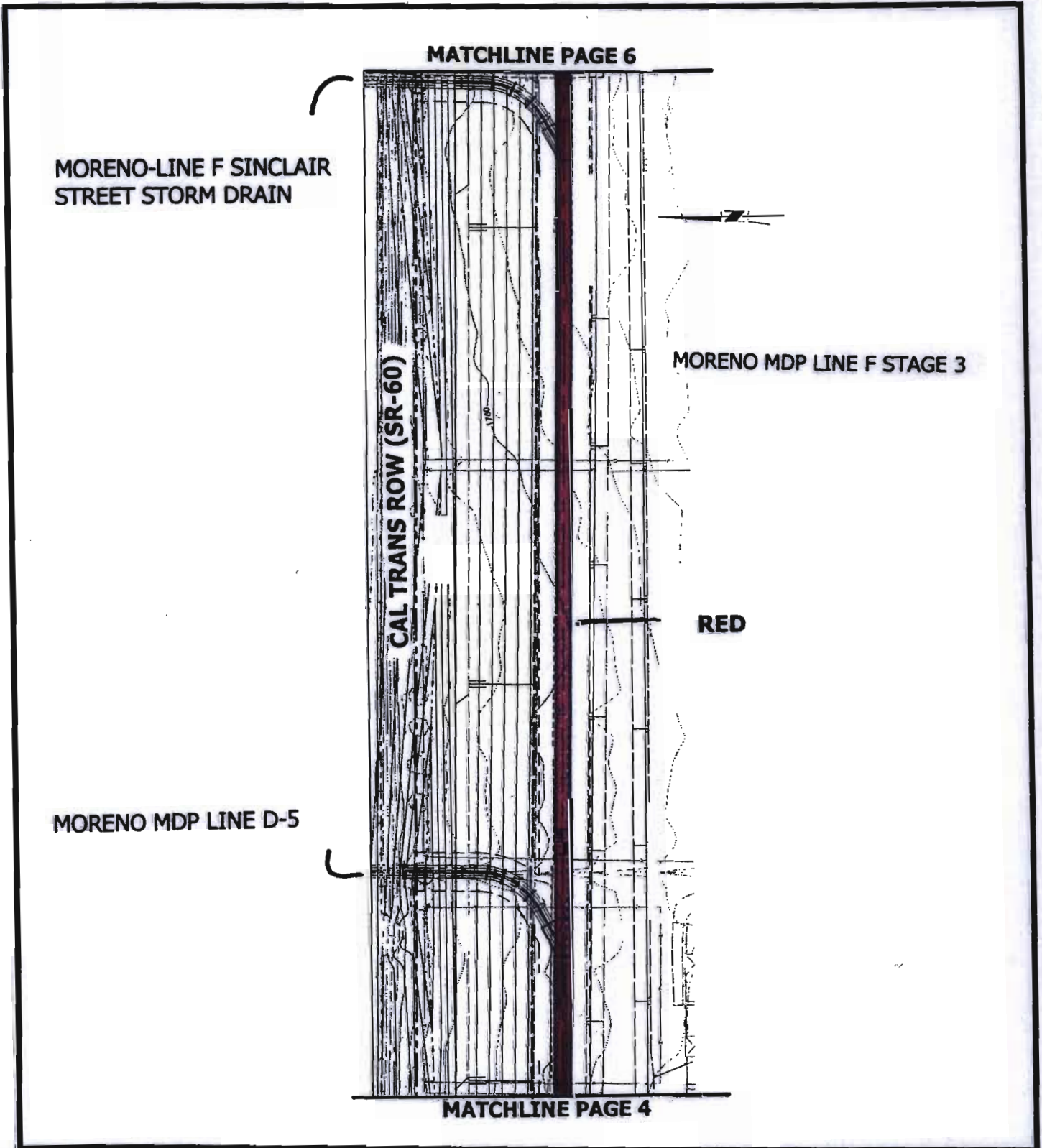
**Exhibit A**



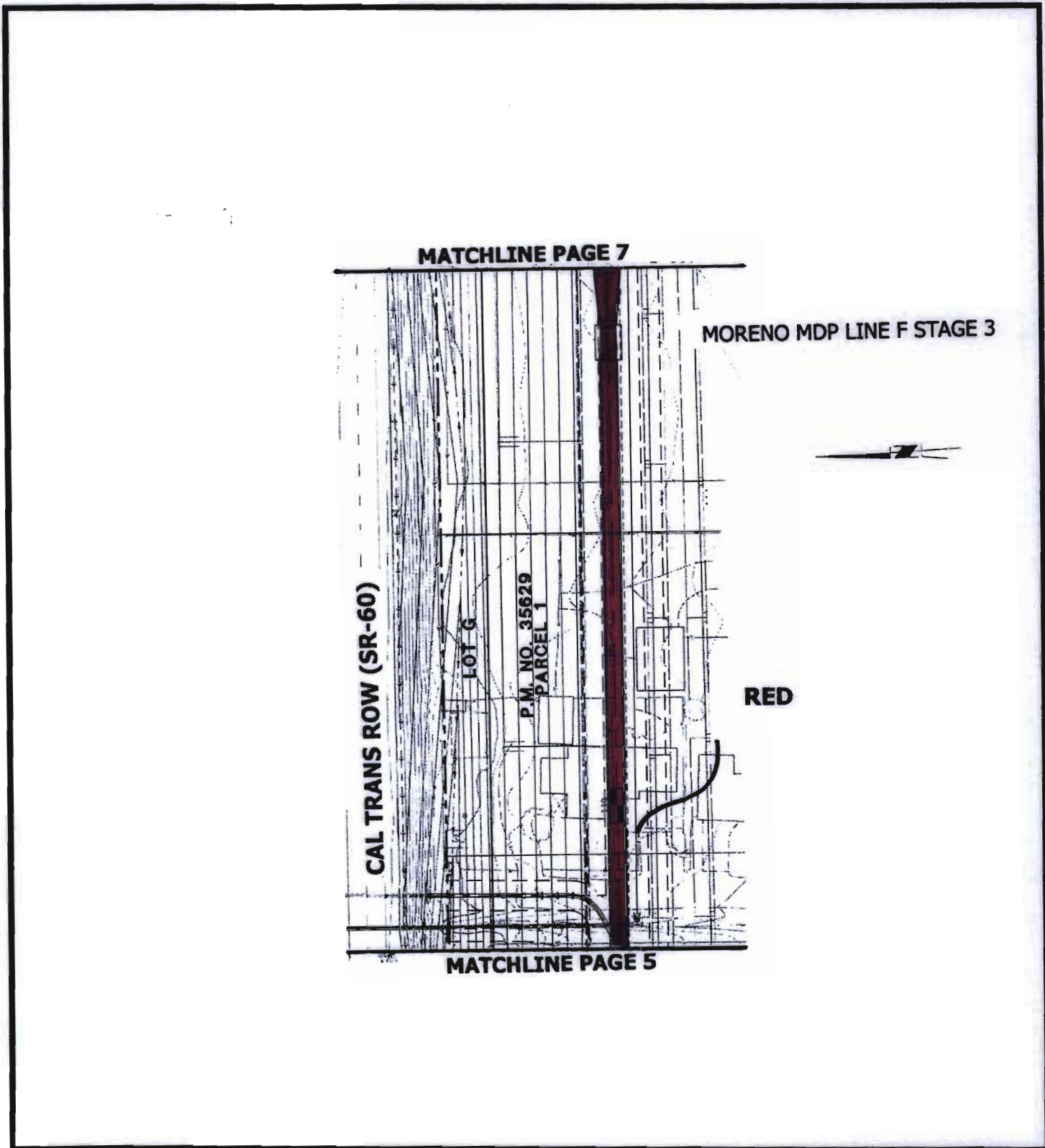
**Exhibit A**



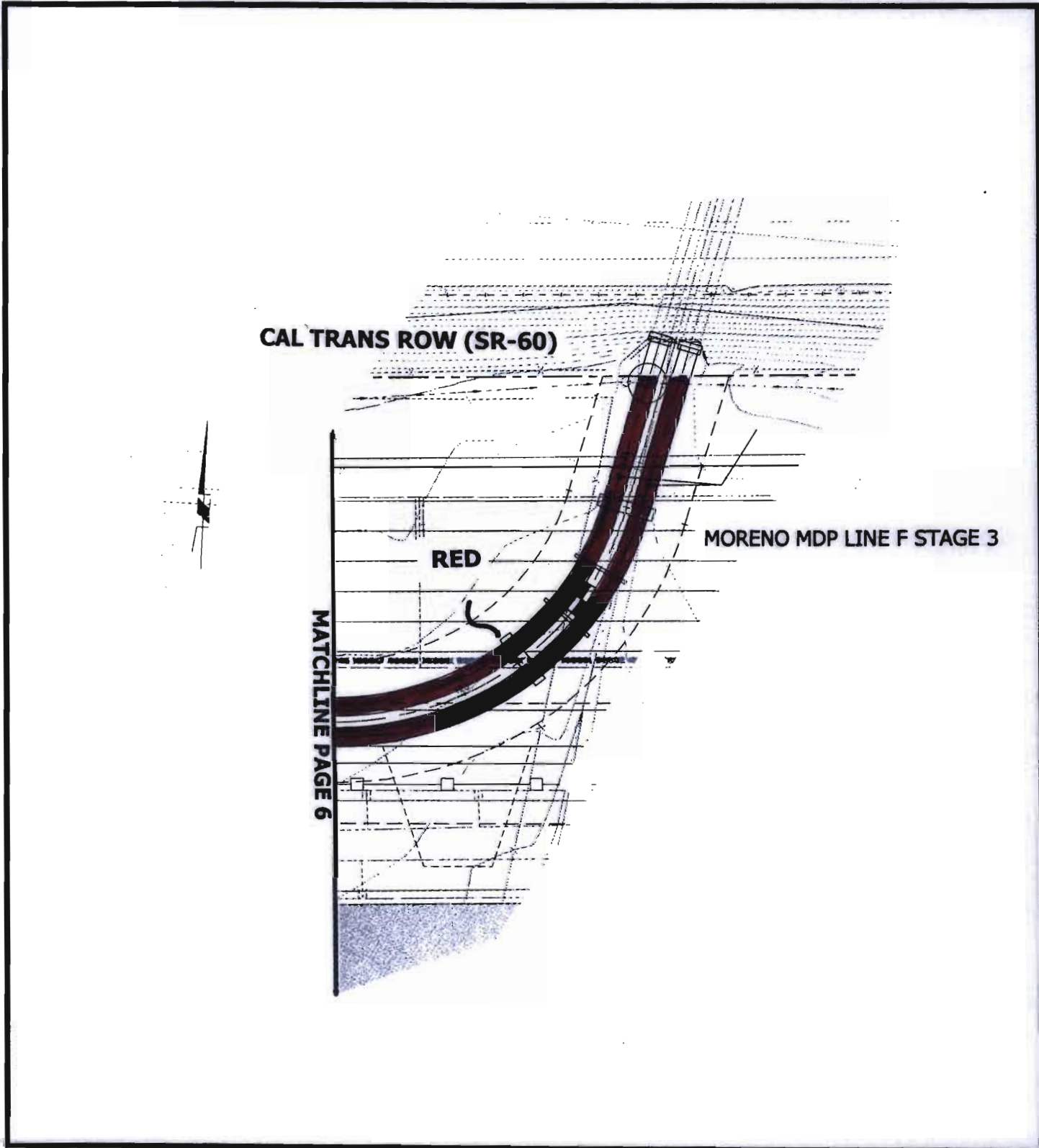
**Exhibit A**



**Exhibit A**

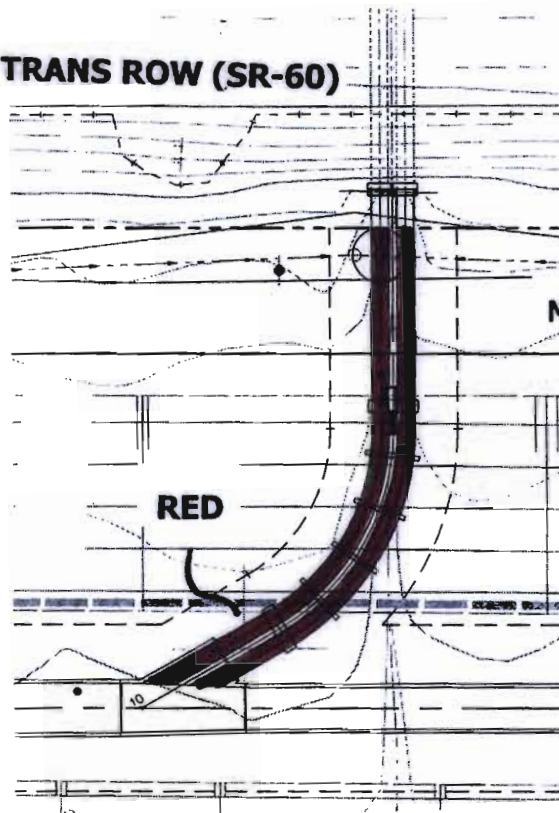


# Exhibit A



**Exhibit A**

**CAL TRANS ROW (SR-60)**

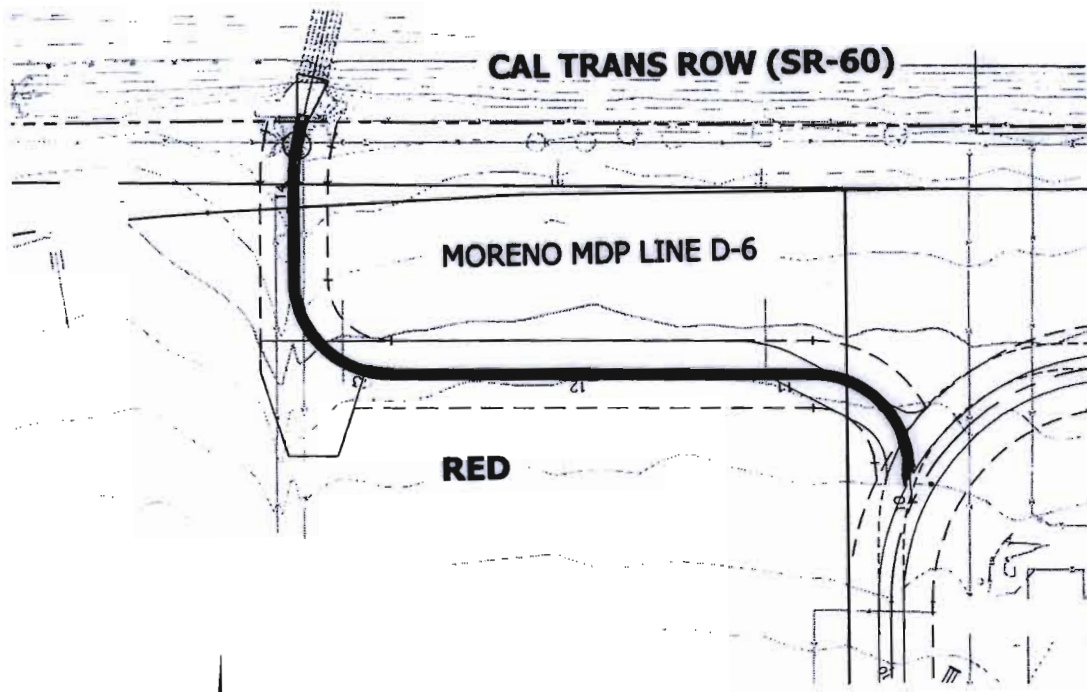


**MORENO MDP LINE D-5**

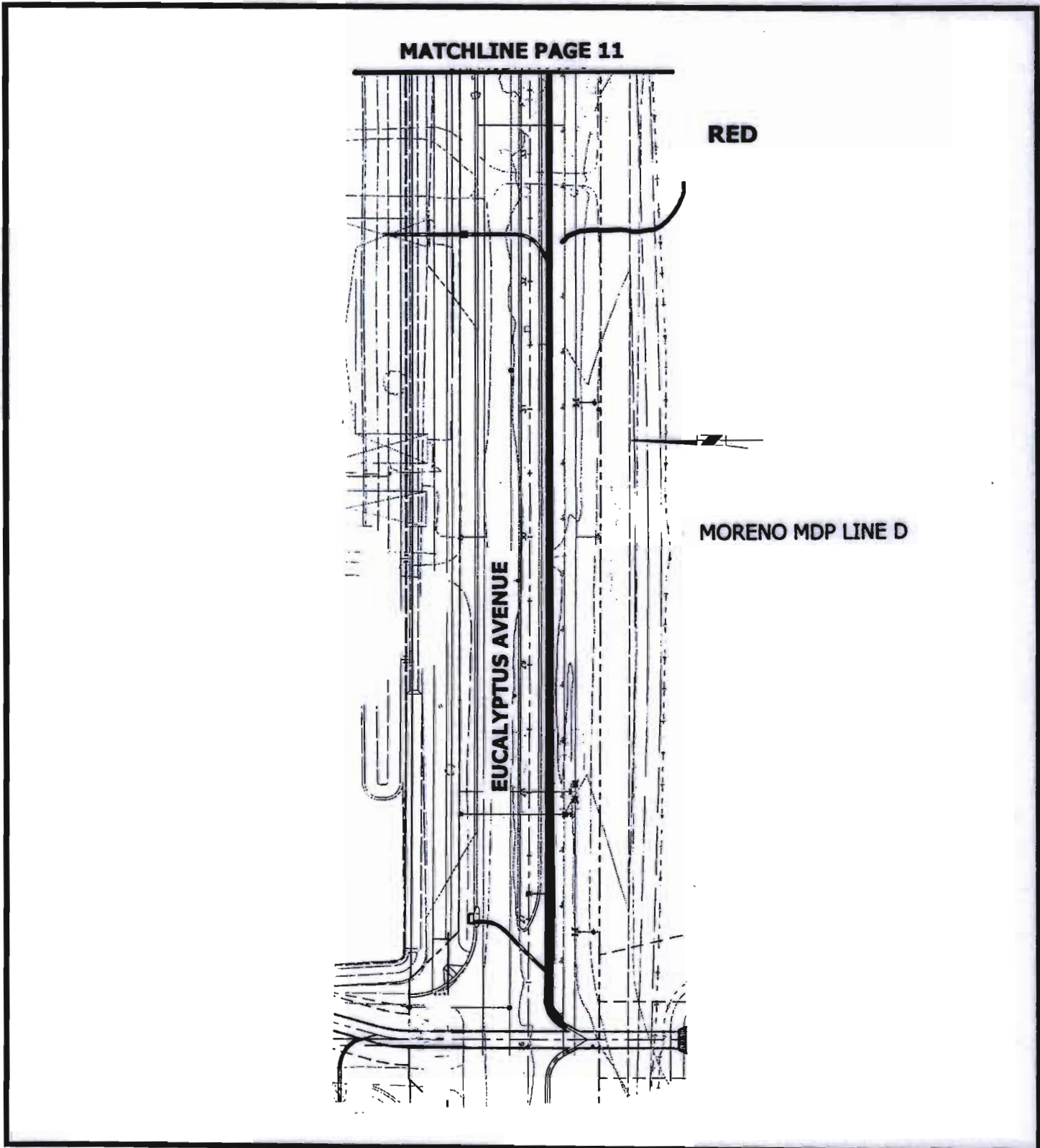
**Cooperative Agreement  
Parcel Map 35629**

**Project Numbers: 4-0-00752-03, 4-0-00749,  
4-0-00741, 4-0-00742, 4-0-00743**

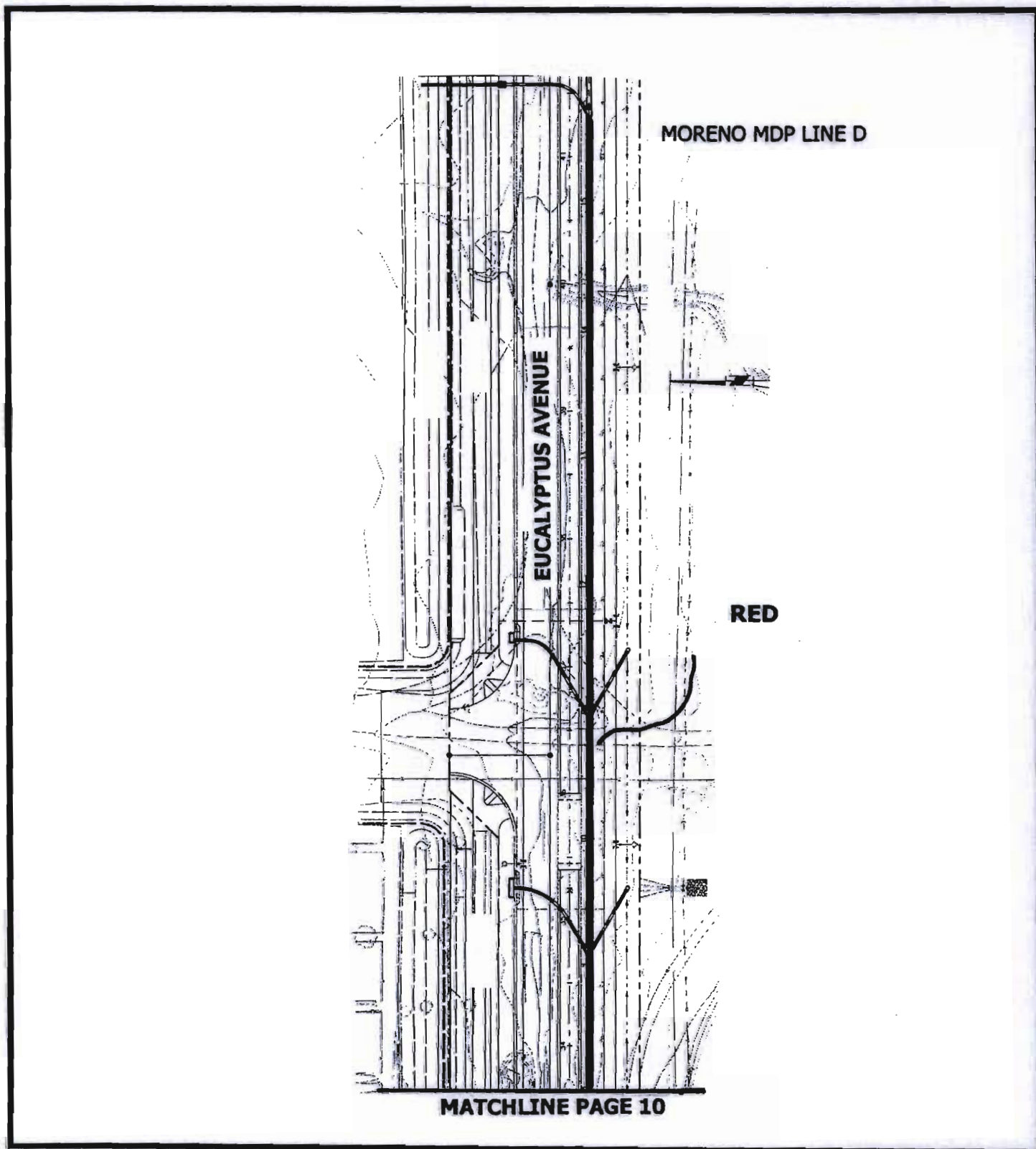
**Exhibit A**



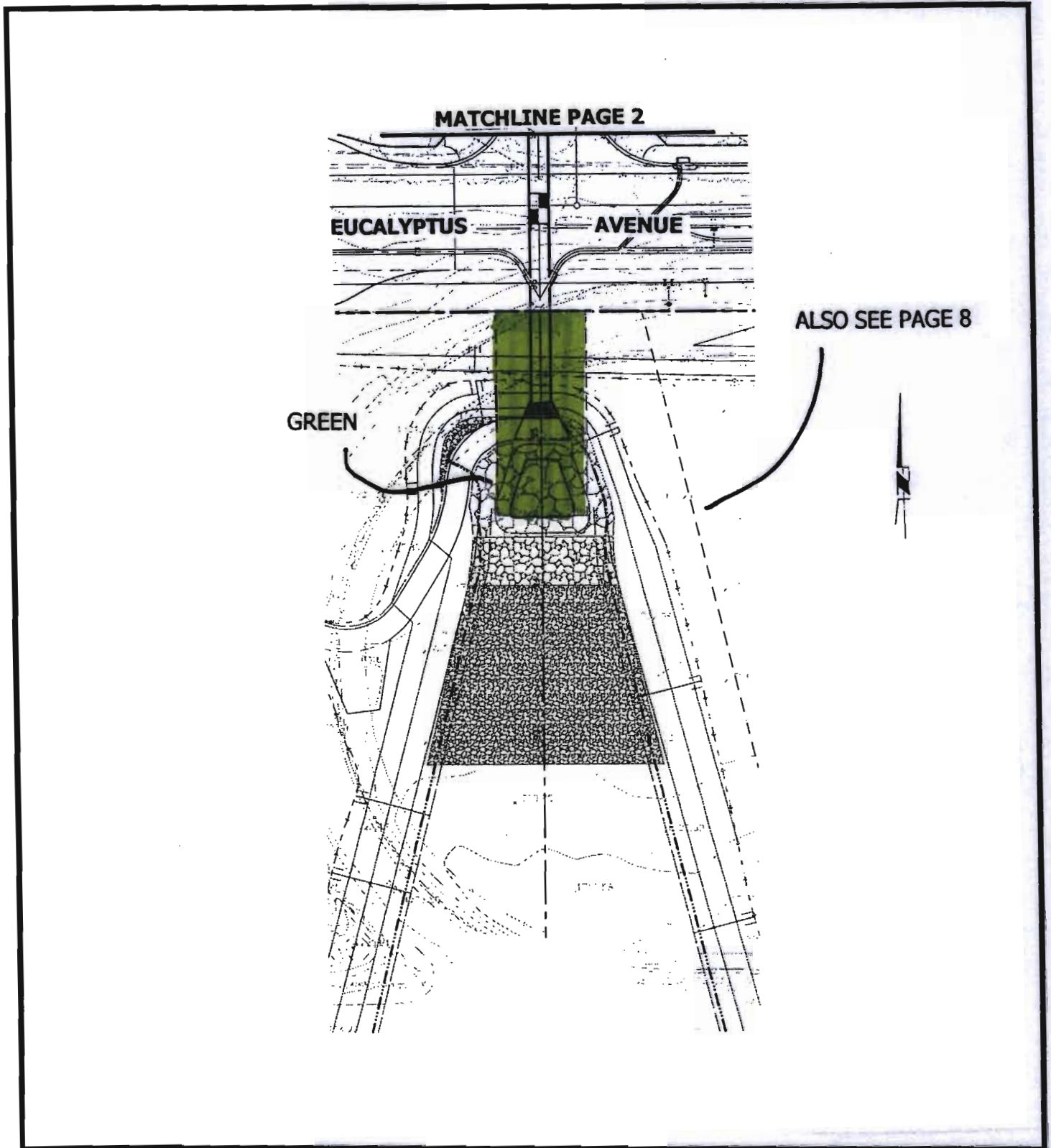
**Exhibit A**



**Exhibit A**

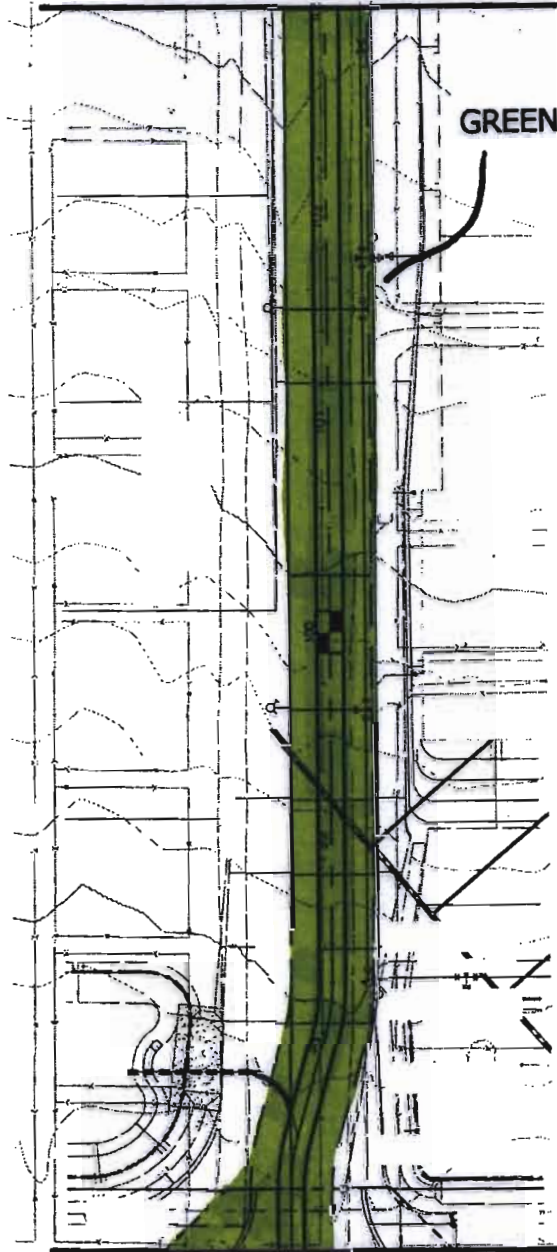


**Exhibit B**



# Exhibit B

**MATCHLINE PAGE 3**



**GREEN**

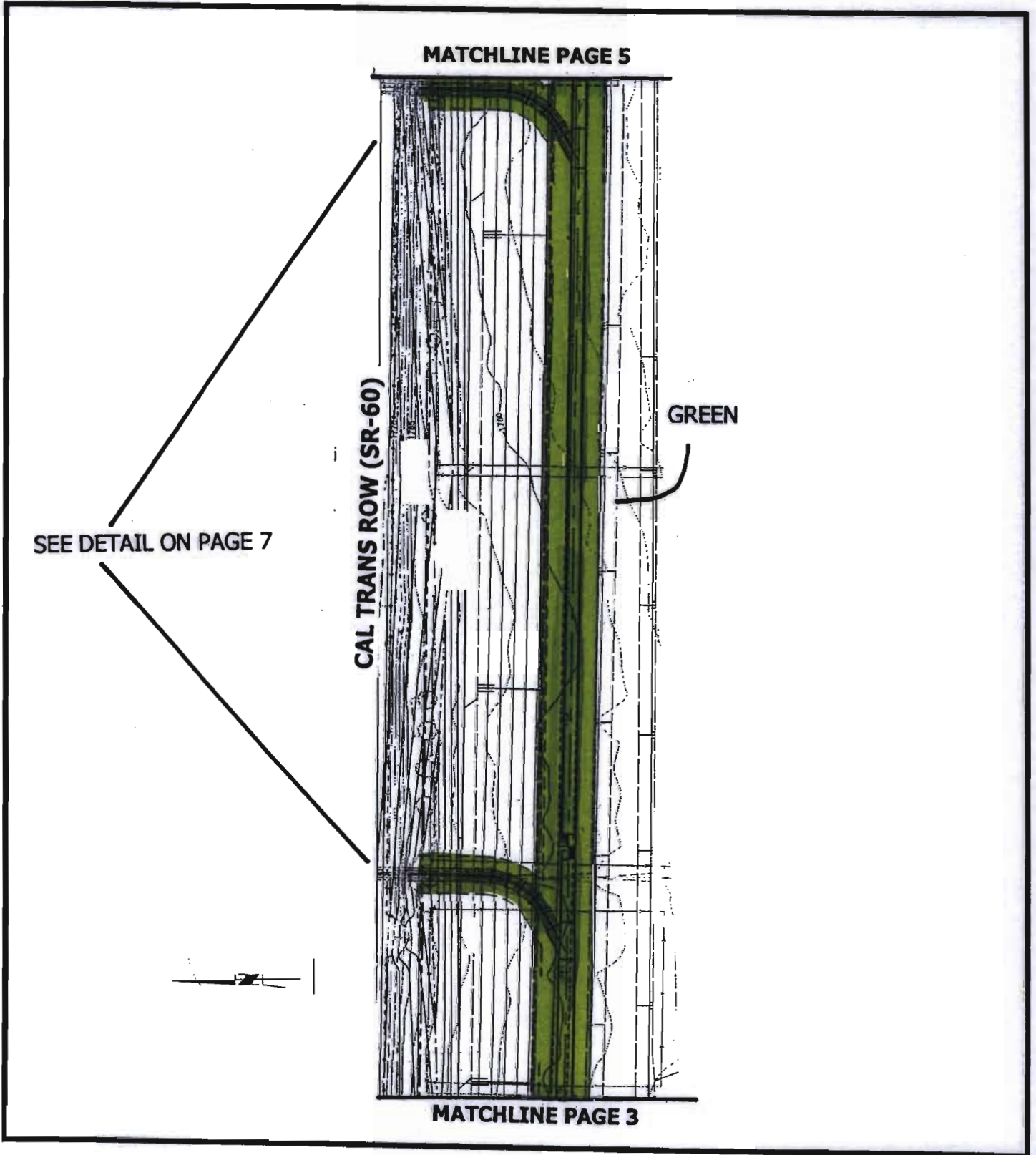
**MATCHLINE PAGE 2**

Cooperative Agreement  
Parcel Map 35629

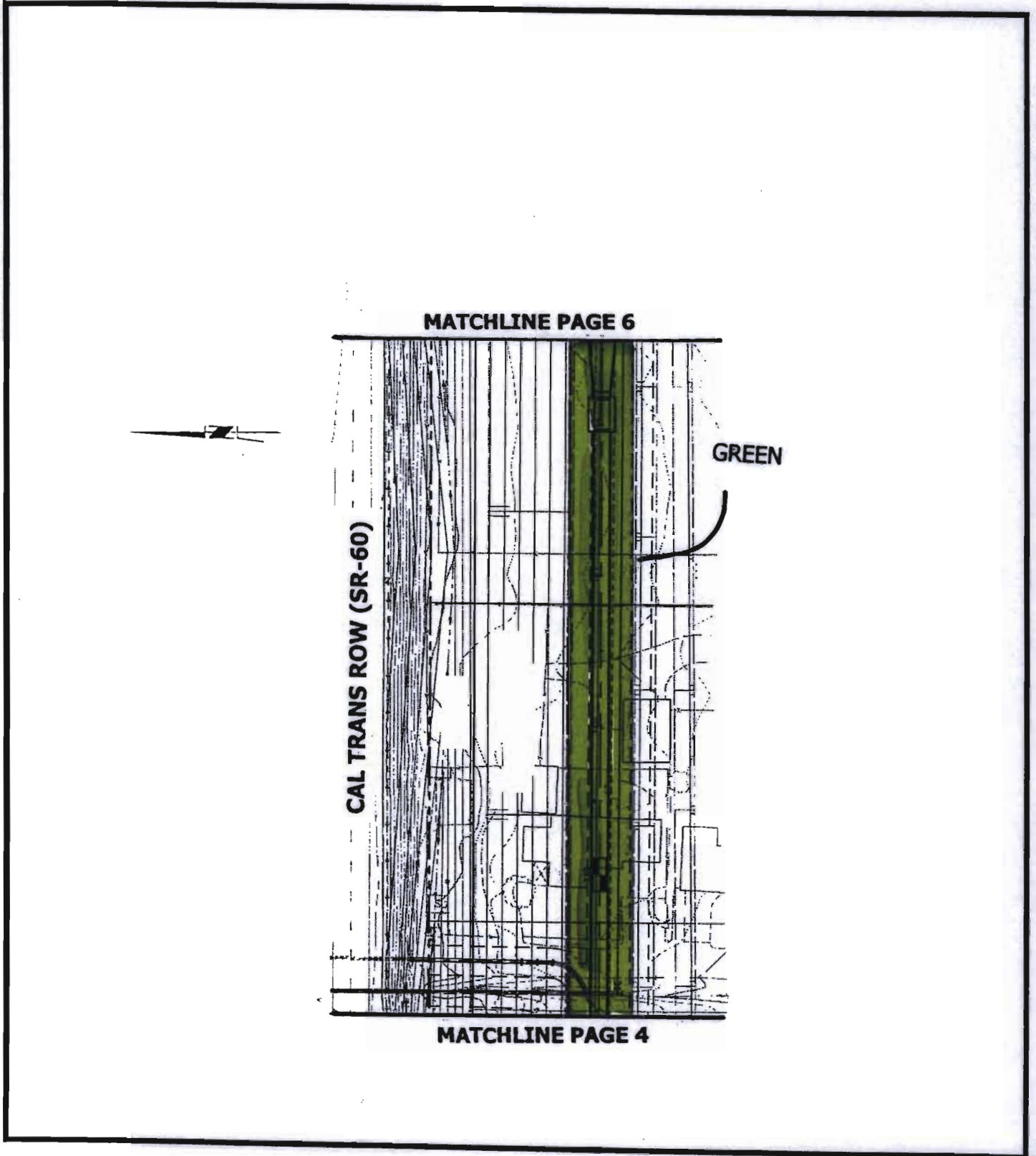
Project Numbers: 4-0-00752-03, 4-0-00749,  
4-0-00741, 4-0-00742, 4-0-00743



**Exhibit B**

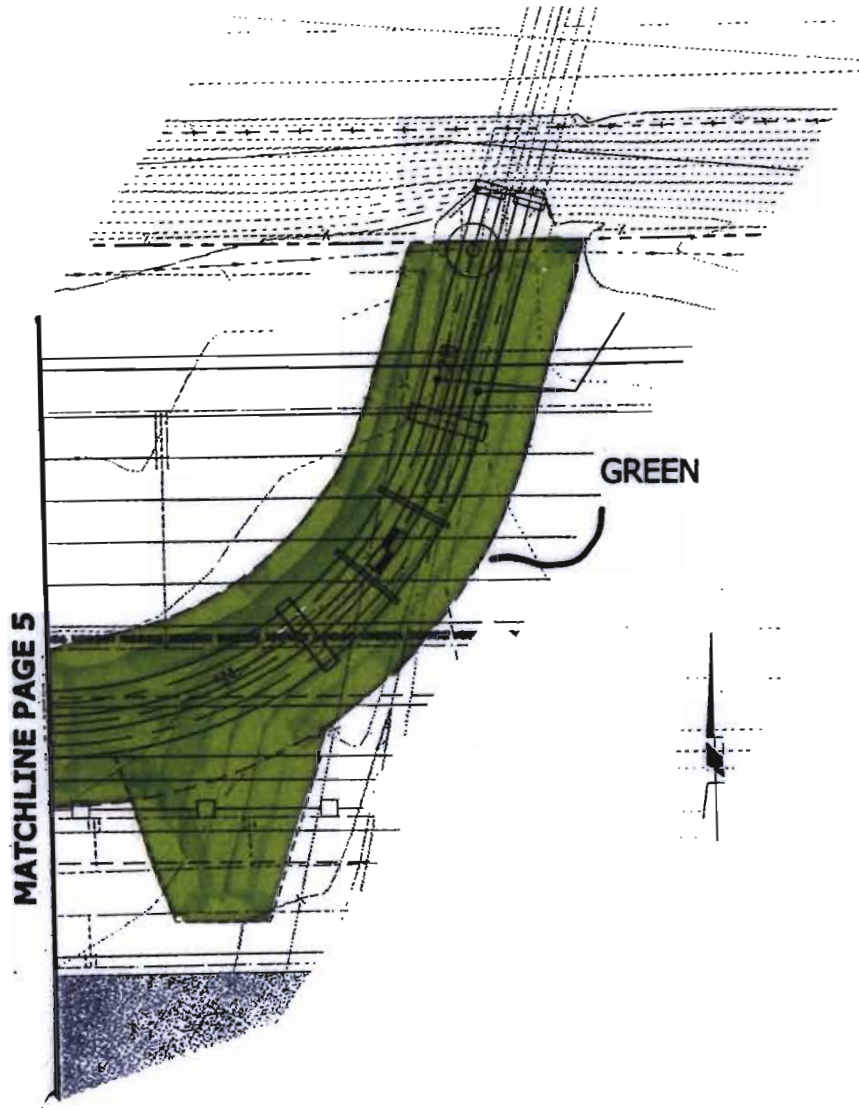


**Exhibit B**

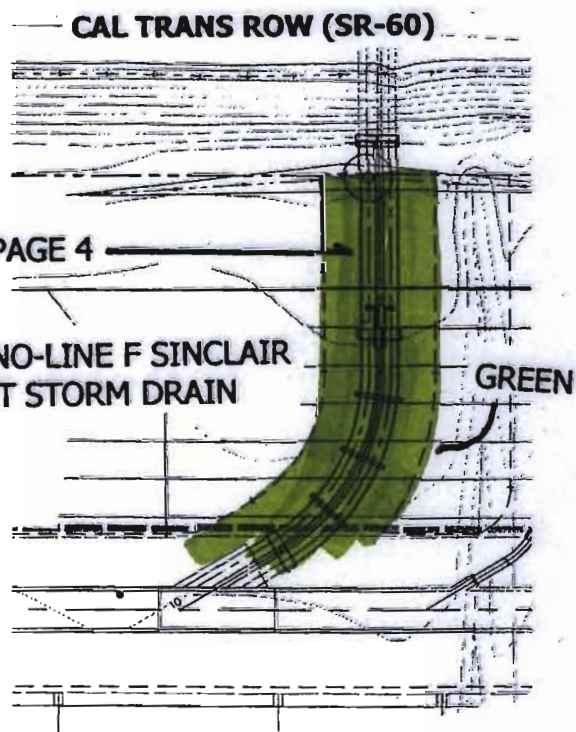
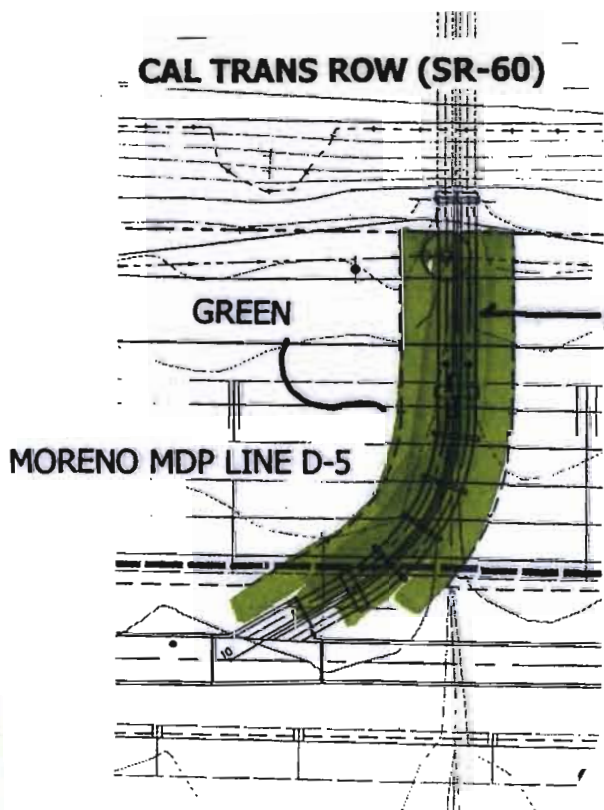
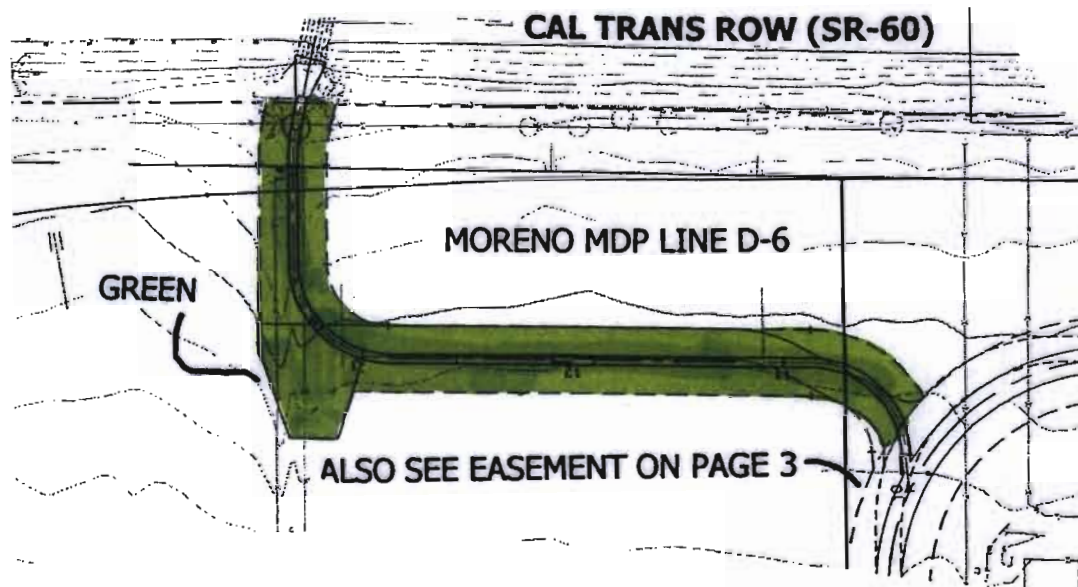


# Exhibit B

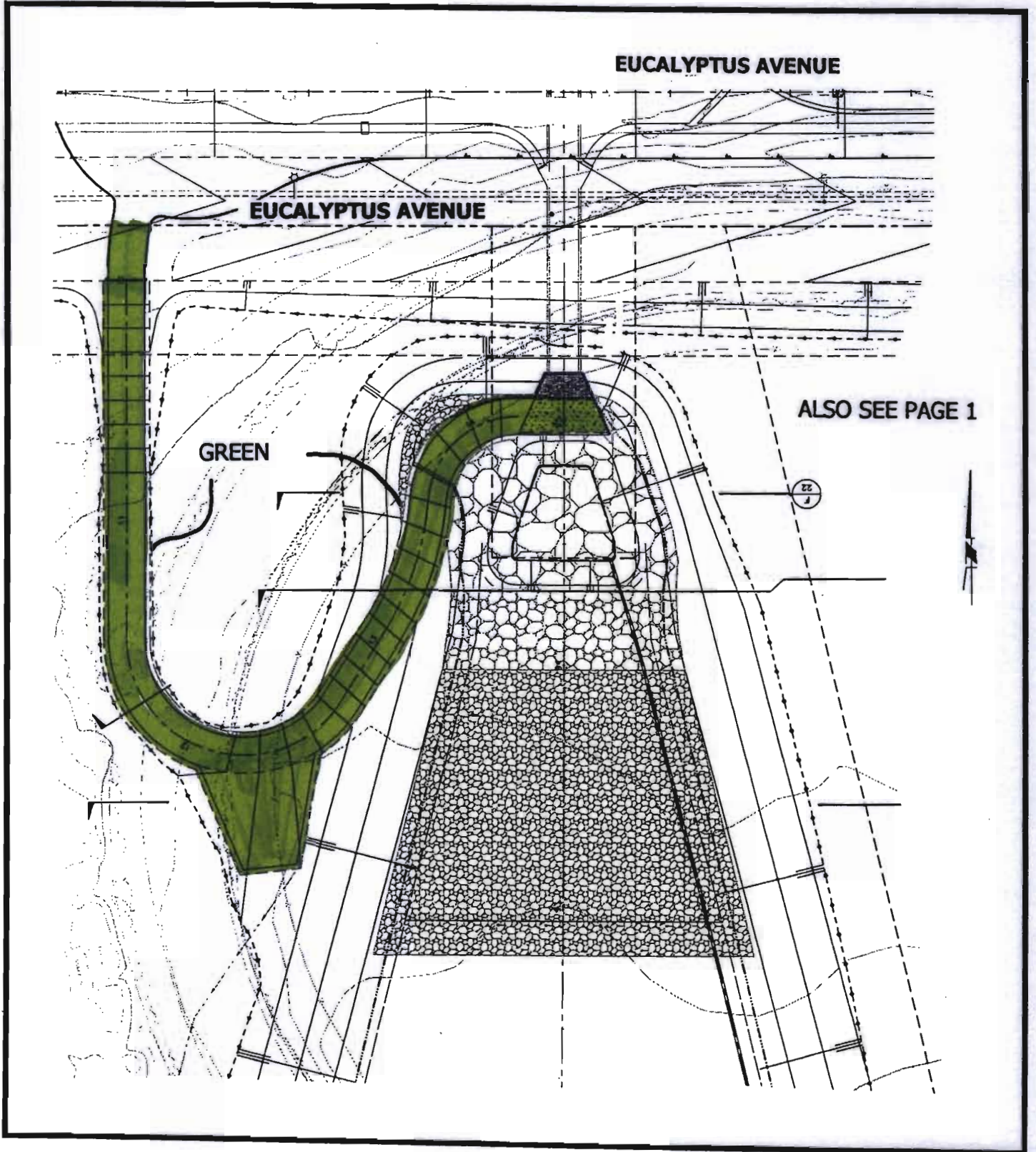
**CAL TRANS ROW (SR-60)**



# Exhibit B



**Exhibit B**



ALSO SEE PAGE 1