

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



ITEM
11.2
(ID # 9237)

MEETING DATE:
Tuesday, March 19, 2019

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2019-07 Considering an Environmental Impact Report (SCH#2009071069) for the Perris Valley MDP Line B-1, Making Responsible Agency Findings Approvals for the Project Pursuant to the Provisions of the California Environmental Quality Act (CEQA), and Issuing Certain Limited Approvals as a Responsible Agency for Tract 30857-4 Environmental Impact Report, Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the March Joint Powers Authority and Meridian Park, LLC for Perris Valley MDP Line B-1 (Tract No. 30857-4), Project No. 4-0-00538, Nothing Further is Required Under CEQA, District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2019-07, Considering an Environmental Impact Report (SCH#2009071069) for the Perris Valley MDP Line B-1 (TR 30857-4) Cooperative Agreement, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act and Issuing Certain Limited Approvals for the Project;

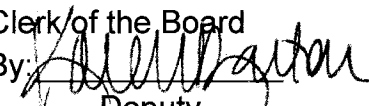
ACTION: Policy


Bob Cullen, Assistant Chief Engineer 3/6/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 19, 2019
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

2. Find that nothing further is required under CEQA because all potentially significant effects have been adequately analyzed in an earlier certified EIR and have been avoided or mitigated pursuant to that earlier EIR;
3. Approve the Cooperative Agreement between the Riverside County Flood Control and Conservation District (District), the March Joint Powers Authority (MJPA) and Meridian Park, LLC (Developer);
4. Authorize the Chairwoman to execute the Agreement on behalf of the District;
5. Direct the Clerk of the Board to return six (6) executed Cooperative Agreements to the District; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) working days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities are to be constructed by Developer and are to be inspected, operated and maintained by the District, MJPA, and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way for the District's operation and maintenance of the Perris Valley MDP Line B-1 (as shown on plans as Line A). Upon completion of construction of the drainage facilities, the District will assume ownership and responsibility for the operation and maintenance of Perris Valley MDP Line B-1. MJPA will assume ownership, operation and maintenance of the project's associated catch basins, connector pipes, and laterals that are 36 inches or less in diameter located within MJPA's rights of way. A separate Agreement will be prepared to include terms and conditions for the District's ownership, operation and maintenance of Line O. In the interim, MJPA will also assume ownership, operation and maintenance of the Line O facility.

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

Environmental Findings

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

Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the Environmental Impact Report (EIR) that was prepared by the Lead Agency and independently finds that the EIR adequately covers the District's plan check, inspection, and the operation and future maintenance of the flood control facilities that are the subject of the Agreement. Furthermore, the District finds that no significant impacts will occur as a result of the plan check, inspection, operation and future maintenance of the proposed flood control facilities that are the subject of the Agreement, and no further analysis under CEQA is required. Therefore, the Clerk of the Board will file the attached NOD with the County Clerk within five working days of approval by the Board.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 30857-4. The principal beneficiaries are the future businesses of the tract. Ancillary benefits will accrue to the public who will utilize the roadways.

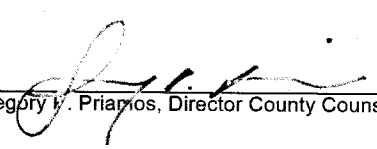
Additional Fiscal Information

The Developer funded all construction and construction inspection costs. Future operation and maintenance costs of Perris Valley MDP Line B-1 will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement
3. Resolution No. 2019-07
4. Notice of Determination
5. Authorization to Bill

AMR:blm
P8/224700



Gregory W. Priamos, Director County Counsel 3/12/2019

Board of Supervisors

Riverside County Flood Control
and Water Conservation District

RESOLUTION NO. F2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
CONSIDERING AN ENVIRONMENTAL IMPACT REPORT FOR THE
PERRIS VALLEY MDP LINE B-1 COOPERATIVE AGREEMENT,
MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT, AND ISSUING CERTAIN LIMITED APPROVALS FOR
TRACT 30857-4 ENVIRONMENTAL IMPACT REPORT

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") has been asked to issue certain limited approvals for the Perris Valley MDP Line B-1 Cooperative Agreement, specifically, the Cooperative Agreement will define the terms and conditions by which certain flood control facilities are to be operated and maintained by the District. Following acceptance, the District will conduct ongoing maintenance of approximately 2,145 lineal feet of underground storm drain system for Perris Valley MDP Line B-1 (as shown on plans as Line A); and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) ("CEQA"), an Environmental Impact Report ("EIR") [State Clearinghouse No. 2009071069] for Tract 30857-4 was previously prepared and certified by March Joint Powers Authority ("MJPA"), as the CEQA Lead Agency, on August 4, 2010; and

WHEREAS, MJPA, as CEQA Lead Agency, certified the EIR, adopted a Mitigation Monitoring and Reporting Program, adopted written environmental findings, and adopted Statement of Overriding Considerations; and

WHEREAS, the MJPA served as Lead Agency for the environmental review and analysis pursuant to the requirements of CEQA; and

WHEREAS, the District has more limited approval and implementing authority related to the proposed storm drain system and thus serves only as a Responsible Agency pursuant to the requirements of CEQA; and

WHEREAS, the Lead Agency, at a noticed public meeting, reviewed and considered the Final EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the project, all oral and written comments received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and

1 Reporting Program, and approved the project; and

2 **WHEREAS**, the District, as a Responsible Agency, has verified that the certified Final EIR
3 adequately analyzes the potential environmental impacts associated with the District's limited role as a
4 responsible agency related to the Cooperative Agreement; and

5 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

6 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of
7 Supervisors of the Riverside County Flood Control and Water Conservation District ("Board") assembled
8 in regular session on March 19, 2019, in the meeting room of the Board of Supervisors located on the 1st
9 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the
10 evidence and testimony presented on the matter, both written and oral, including the EIR as it relates to the
11 Cooperative Agreement, that:

12 **SECTION 1. Incorporation of Recitals.** The above recitations constitute findings of the Board
13 with respect to the Cooperative Agreement and are incorporated herein;

14 **SECTION 2. CEQA Actions.**

15 (a) **Consideration of the EIR and Adoption of Findings Regarding CEQA Compliance.**

16 As the decision-making body for the District, and in the District's limited role as a Responsible
17 Agency under CEQA, the District has received, reviewed, and considered the information contained
18 in the Final Environmental Impact Report for the Tract 30857-4, the Initial Study, all comment
19 letters, and other related documents. Based on this review, the Board finds that, as to those
20 potential environmental impacts within the District's powers and authorities as Responsible Agency,
21 that the EIR for the Tract 30857-4 contains a complete, objective, and accurate reporting of those
22 potential impacts and reflects the independent judgment and analysis of the Board.

23 (b) **CEQA Findings on Environmental Impacts.** Pursuant to Section 15096 of the CEQA

24 Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the
25 Environmental Impact Report (EIR) that was prepared by the Lead Agency and independently finds
26 that the EIR adequately covers the District's operation and future maintenance of the flood control
27 facilities that are the subject of the Cooperative Agreement. Furthermore, the District finds that no
28 significant adverse impacts will occur as a result of the operation and future maintenance of the

1 proposed flood control facilities that are the subject of the Cooperative Agreement and no further
2 analysis under CEQA is required.

3 (c) Mitigation Monitoring and Reporting Program. Mitigation measures were made a
4 condition of approval for Tract 30857-4, and a mitigation monitoring plan/program was adopted by
5 the Lead Agency, however, the District finds that no mitigation measures are required for the
6 Cooperative Agreement.

7 **SECTION 3. Approval of the Cooperative Agreement**. As required by State CEQA Guidelines
8 Section 15096 and in its limited role as Responsible Agency under CEQA, the Board hereby approves the
9 Cooperative Agreement.

10 **SECTION 4. Notice of Determination**. The Board hereby directs staff to file a Notice of
11 Determination with the Riverside County Clerk within five (5) working days of the approval of the
12 Cooperative Agreement.

13 **SECTION 5. Custodian of Records**. The documents and materials that constitute the record of
14 proceedings on which these findings are based are located at the offices of the Clerk of the Board of
15 Supervisors for the District at 4080 Lemon Street, 1st Floor, Riverside, CA 92501 and the District Office,
16 1995 Market Street, Riverside, CA 92501.

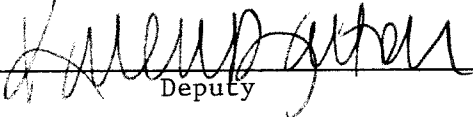
17 **SECTION 6. Execution of Resolution and Agreement**. The Clerk of the Board shall sign this
18 Resolution and the Clerk shall attest and certify to the passage and adoption thereof.

19 ROLL CALL:

20 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
21 Nays: None
22 Absent: None

23 The foregoing is certified to be a true copy of a resolution duly
24 adopted by said Board of Supervisors on the date therein set forth.

25 Kecia R. Harper, Clerk of said Board

26 By  Deputy

COOPERATIVE AGREEMENT

Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

This Cooperative Agreement ("Agreement"), dated as of March 19, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJPA"), and Meridian Park, LLC, a Delaware limited liability company ("DEVELOPER").

RECITALS

A. DEVELOPER has submitted for approval Tract No. 30857-4 located in an unincorporated area of western Riverside County. As a condition of approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. MJPA, 22000 Opportunity Way, LP, a Delaware limited partnership ("OPPORTUNITY"), and SYSCO Riverside, Inc., a Delaware corporation ("SYSCO") are the legal owners of record of certain real property, including Tract No. 30857-4, located within the County of Riverside. The legal description of Tract No. 30857-4 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. OPPORTUNITY and SYSCO consent to this Cooperative Agreement is required; and

D. The required flood control facility, Perris Valley MDP Line B-1, as identified in DISTRICT's Perris Valley Master Drainage Plans ("MDP") and shown on DISTRICT's Drawing No. 4-1008, and as shown in concept on Exhibit "B", attached hereto and made a part hereof, consists of approximately 2,145 lineal feet of underground storm drain system, maintenance access road and outlet structure ("LINE A"). At its downstream terminus, LINE A will drain to the basin,

operated and maintained by MJPA; and

E. Associated with LINE A are certain catch basins, inlets, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within MJPA held easements or rights of way ("APPURTENANCES"). Together, LINE A and APPURTENANCES are hereinafter called "PROJECT"; and

F. On or about March 25, 2014, DISTRICT and LNR Riverside II, LLC ("PREVIOUS DEVELOPER") entered into the First Addendum to Right of Entry and Inspection Agreement and on December 2, 2010 that Right of Entry and Inspection Agreement that authorized PREVIOUS DEVELOPER to construct PROJECT and approximately 81 lineal feet of underground storm drain system, maintenance access road and outlet structure ("LINE O"). Pursuant to both Right of Entry and Inspection Agreements, PREVIOUS DEVELOPER has completed construction of PROJECT and LINE O; and

G. Pursuant to a certain Assignment of Disposition and Development Agreement dated August 7, 2015, DEVELOPER has acquired all rights as Master Developer for the development of the certain real property from PREVIOUS DEVELOPER; and

H. All parties recognize and acknowledge that LINE O will be accepted for ownership, operation and maintenance responsibilities pursuant to a separate Cooperative Agreement between DISTRICT, MJPA and DEVELOPER; and

I. MJPA is willing to assume ownership, operation and maintenance responsibilities of LINE O on an interim basis until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of LINE O as set forth herein; and

J. MJPA and DEVELOPER desire DISTRICT to accept ownership and responsibility for the operation and maintenance of LINE A; and

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

L. DISTRICT is willing to (i) conduct a final inspection of LINE A, (ii) accept ownership and responsibility for the operation and maintenance of LINE A, provided that DEVELOPER (i) complies with this Agreement, (ii) pays DISTRICT the amounts specified herein to cover DISTRICT's construction inspection costs for LINE A, (iii) provides compaction reports documenting that all soil compaction for LINE A was accomplished in compliance with DISTRICT standards, (iv) obtains and conveys to DISTRICT and MJPA the necessary rights of way for the inspection, operation and maintenance of LINE A and APPURTENANCES as set forth herein, (v) accepts ownership and responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of LINE A and MJPA accepts ownership and responsibility for the operation and maintenance of APPURTENANCES, and (vi) PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and MJPA.

M. MJPA is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER for LINE A, (ii) conduct a final inspection of APPURTENANCES, (iii) grant DISTRICT the right to inspect, operate and maintain LINE A located within MJPA rights of way, and (iv) assume ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and MJPA.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

1. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the inspection, review and approval

of right of way and conveyance documents, and with the processing and administration of this Agreement.

2. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the operation and maintenance of PROJECT.

3. [INTENTIONALLY DELETED]

4. Provide MJPA with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of PROJECT as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and MJPA. The bonds shall remain in full force and effect until PROJECT is accepted by DISTRICT and MJPA as complete; at which time the bond amount may be reduced to five percent (5%) for a period of one year to guarantee against any defective work, labor or materials.

5. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), with duly executed Irrevocable Offer(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 LINE A. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

6. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.5. with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

7. Furnish DISTRICT with final mylar PROJECT plans and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

8. DEVELOPER shall provide DISTRICT 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 as required in this Section. 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:

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, County of Riverside and MJPA.

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 DISTRICT, County of Riverside and MJPA, 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. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If 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 DISTRICT, County of Riverside and MJPA, 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.

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 DEVELOPER's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement

and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as 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, which shall be reasonably acceptable to DISTRICT and MJPA.

E. General Insurance Provisions – All Lines:

- i. 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 County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County 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.

- iii. 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 County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to 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. 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.

- iv. 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.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- viii. 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.

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 LINE A due, either in whole or in part, to said breach of this Agreement.

9. Within two (2) weeks of execution of this Agreement, provide DISTRICT (Attention: Contract Management Section) and MJPA with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of LINE A and MJPA conduct a final inspection of APPURTENANCES.

10. Upon acceptance by DISTRICT of all rights of way deemed necessary by DISTRICT and MJPA for the operation and maintenance of PROJECT, convey, or cause to be conveyed to DISTRICT the flood control easement(s) including ingress and egress, or grant deed(s) of fee title in a form approved by DISTRICT, to the rights of way as shown in concept in green on Exhibit "C". The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and MJPA and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

11. At the time of recordation of the conveyance document(s) as set forth in Section I.10., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

12. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT's acceptance of LINE A construction as being complete, and (ii) MJPA accepts ownership and responsibility for the operation and maintenance of APPURTENANCES.

13. Accept all liability whatsoever associated with the ownership, operation and maintenance of LINE A until such time as LINE A is formally accepted by DISTRICT for ownership, operation and maintenance.

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

15. Prior to DISTRICT acceptance of LINE A 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 with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes

onto DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

16. 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.

SECTION II

DISTRICT shall:

1. Upon execution of this Cooperative Agreement, record or cause to be recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County Recorder.
2. Record, or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.5.
3. Conduct final inspection of LINE A.
4. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of right of way and conveyance documents, and the processing and administration of this Cooperative Agreement.
5. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of LINE A as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.1., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of LINE A as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of

LINE A, within thirty (30) days after receipt of billing from DISTRICT.

6. Accept ownership and sole responsibility for the operation and maintenance of LINE A upon (i) DISTRICT final inspection of LINE A, (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.15., (iv) recordation of all conveyance documents described in Section I.11., (v) DISTRICT receipt of all necessary rights of way as described in Sections I.10 and II.8, (vi) MJPA acceptance of APPURTENANCES for ownership, operation, and maintenance, (vii) LINE A is fully functioning as a flood control drainage system as solely determined by DISTRICT, and (viii) DISTRICT's sole determination that LINE A is in a satisfactorily maintained condition.

7. Provide MJPA with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of LINE A as being complete.

SECTION III

MJPA shall:

1. Accept MJPA and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, as set forth in Section I.4., and hold said bonds as provided herein.

2. Inspect APPURTENANCES construction.

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

4. 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 LINE A, and convey sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain LINE A.

5. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain LINE A within MIPA rights of way.

6. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of LINE A for ownership, operation and maintenance.

7. Accept all liability whatsoever associated with the ownership, operation and maintenance of LINE O until such time as LINE O is formally accepted by DISTRICT for ownership, operation and maintenance.

8. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of LINE A, convey, or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, or grant deed(s) of fee title where appropriate, in a form approved by DISTRICT, for the rights of way as deemed necessary solely by DISTRICT for the operation and maintenance of LINE A.

SECTION IV

It is further mutually agreed:

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

2. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of LINE A shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, LINE A is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

3. DEVELOPER for itself, its successors and assigns hereby release DISTRICT and County of Riverside (including their agencies, districts, special districts and

departments, their respective directors, officer, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, its officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of LINE A, after the acceptance of ownership, operation and maintenance of LINE A by DISTRICT.

4. DEVELOPER shall indemnify and hold harmless DISTRICT, County of Riverside, and MIPA (including 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 liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or, (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or

awards), DISTRICT, County of Riverside, and MJPA (including their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPER's indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT, County of Riverside and MJPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, County of Riverside, or MJPA.

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT, County of Riverside and MJPA from third party claims.

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

5. Any waiver by DISTRICT or by MJPA 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 DISTRICT or MJPA 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 DISTRICT or MIPA from enforcement hereof.

6. 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:

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

MARCH JOINT POWERS AUTHORITY
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Attn: Carey L. Allen

MERIDIAN PARK, LLC
1156 North Mountain Avenue
Upland, CA 91786
Attn: Jeff Gordon

7. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. 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.

9. 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 import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

10. The rights and obligations of DEVELOPER shall inure to and be binding

upon all heirs, successors and assignees.

11. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

12. The individual(s) executing this Agreement on behalf of DEVELOPER hereby certify that they have the authority within their company to enter into and execute this Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and/or any other board, committee or other entity within their company which have the authority to authorize or deny entering this Agreement.

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

//

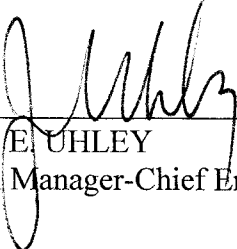
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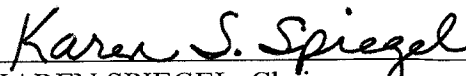
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

MAR 19 2019
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

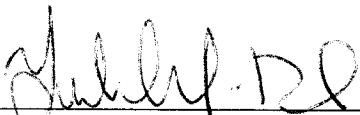
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

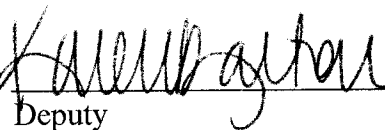
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-~~HEM~~
Clerk of the Board


By 
LEYLA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement with March Joint Powers Authority and Meridian Park, LLC:
Perris Valley Master Drainage Plan Line B-1 (Tract No. 30857-4)
Project No. 4-0-00538
10/01/18
AMR:blm


MARCH JOINT POWERS AUTHORITY

By 
DANIELLE M. KELLY, DPA
Executive Director

APPROVED AS TO FORM:

By 
BEST, BEST & KRIEGER LLP
MIPA General Counsel

ATTEST:

By 
CAREY L. ALLEN
Clerk, March Joint Powers Commission

(SEAL)

Cooperative Agreement with March Joint Powers Authority and Meridian Park, LLC:
Perris Valley Master Drainage Plan Line B-1 (Tract No. 30857-4)
Project No. 4-0-00538
10/01/18
AMR:blm

ACKNOWLEDGMENT

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 Riverside

On **February 27, 2019**, before me, **Cindy Camargo**, Notary Public, personally appeared **Danielle M. Kelly**, 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.



Cindy Camargo (Seal)
Cindy Camargo, Notary Public
Commission Expires July 23, 2021

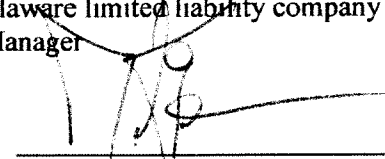
Attached to: Cooperative Agreement, Perris Valley MDP Line B-1
Between Riverside County Flood Control, March JPA, Meridian Park, LLC
Project No. 4-0-00538
Tract No. 30857-4

MERIDIAN PARK, LLC
a Delaware limited liability company

By: Meridian Park Holdings, LLC
a Delaware limited liability company
its Managing Member

By: WPG Meridian Park, LLC
a California limited liability company
its Manager

By: Waypoint Property Group, LLC
a Delaware limited liability company
its Manager

By: 

DAVID O. TEAM
President

Cooperative Agreement with March Joint Powers Authority and Meridian Park, LLC:
Perris Valley Master Drainage Plan Line B-1 (Tract No. 30857-4)
Project No. 4-0-00538
10/01/18
AMR:blm

ACKNOWLEDGMENT

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 San Bernardino

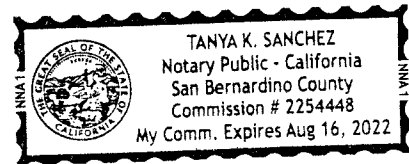
On February 15, 2019 before me, Tanya K. Sanchez, Notary Public
(insert name and title of the officer)

personally appeared David O. Team,
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  (Seal)



CONSENT TO COOPERATIVE AGREEMENT

22000 Opportunity Way, LP, a Delaware limited partnership ("OPPORTUNITY"), as legal part owner of record of Tract No. 30857-4, hereby consents to the foregoing Cooperative Agreement ("Agreement") by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJPA"), and Meridian Park, LLC, a Delaware limited liability company ("DEVELOPER"). The Agreement sets forth each party's rights and obligations for the construction, operation and maintenance of certain flood control facilities required as a Condition of Approval for Tract No. 30857-4. OPPORTUNITY consent, including with respect to any future developments thereunder, is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants or conditions of the Agreement, waive any breach of the Agreement or any rights of OPPORTUNITY, or create or impose any obligations on OPPORTUNITY under the Agreement.

CONSENTING PROPERTY OWNER

22000 OPPORTUNITY WAY, LP,
a Delaware limited partnership

By: 22000 Opportunity Way GP, LLC,
a Delaware limited liability company,
its General Partner

By: National Safe Harbor Exchanges, Inc.
a California corporation,
its Sole Member


By: Martin Karol
Title: Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement with March Joint Powers Authority and Meridian Park, LLC:
Perris Valley Master Drainage Plan Line B-1 (Tract No. 30857-4)
Project No. 4-0-00538
10/01/18
AMR:blm

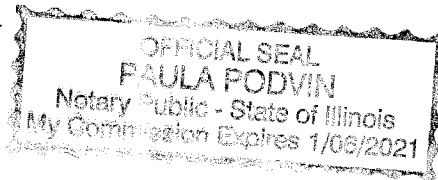
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24th day of October, 2018 by Martin B. Karol, in his capacity as Vice President of National Safe Harbor Exchanges, Inc., a California corporation, Sole Member of 22000 Opportunity Way GP, LLC, a Delaware limited liability company, General Partner of 22000 Opportunity Way, LP, a Delaware limited partnership, on behalf of said corporation, limited liability company and limited partnership.

Paula Podvin
Notary Public

(SEAL)



Printed Name: Paula Podvin

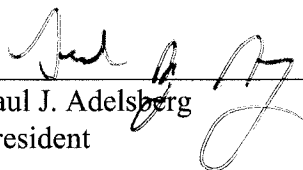
My commission expires: January 6, 2021

CONSENT TO COOPERATIVE AGREEMENT

SYSCO Riverside, Inc., a Delaware corporation ("SYSCO"), as legal part owner of record of Tract No. 30857-4, hereby consents to the foregoing Cooperative Agreement ("Agreement") by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJP"), and Meridian Park, LLC, a Delaware limited liability company ("DEVELOPER"). The Agreement sets forth each party's rights and obligations for the construction, operation and maintenance of certain flood control facilities required as a Condition of Approval for Tract No. 30857-4. SYSCO consent, including with respect to any future developments thereunder, is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants or conditions of the Agreement, waive any breach of the Agreement or any rights of SYSCO, or enlarge or increase the SYSCO's obligations under the Agreement.

CONSENTING PROPERTY OWNER

SYSCO RIVERSIDE, INC.



Saul J. Adelsberg
President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

*Witness See attached
For CA Civil Code Section 1180
Compliant Acknowledgment*

Cooperative Agreement with March Joint Powers Authority and Meridian Park, LLC:
Perris Valley Master Drainage Plan Line B-1 (Tract No. 30857-4)
Project No. 4-0-00538
10/01/18
AMR:blm

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Riverside }

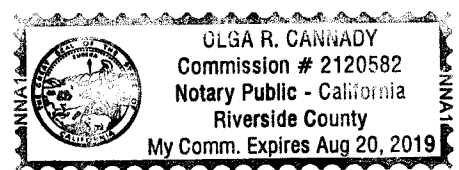
On Dec. 05, 2018 before me, Olga R. Cannady, Notary Public
(Here insert name and title of the officer)

personally appeared Saeel Y. Adelsberg,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) (s) 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]
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Consent to Cooperative
(Title or description of attached document)
Agreement
(Title or description of attached document continued)
 Number of Pages 01 Document Date 10/01/18

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

Exhibit A

LEGAL DESCRIPTION

The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

THAT PORTION OF SECTIONS 15, 22, 23, 26 AND 27 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING PORTIONS OF LOTS 3, 6 AND 7 OF RESUBDIVISION OF ALESSANDRO, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 18, PAGES 16 AND 17 OF MAPS, ALSO SHOWN AS PARCEL 5 ON RECORD OF SURVEY 000-135 ON FILE IN BOOK 110, PAGES 30 THROUGH 40 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF ALESSANDRO BOULEVARD, AS SHOWN ON SHEET 6 OF 11 SHEETS OF SAID RECORD OF SURVEY, SAID COURSE BEARS NORTH 89° 53' 24" EAST 1201.72 FEET, SAID COURSE ALSO BEING SHOWN ON CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP NO. 435571-7 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-253; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 53' 24" EAST 1,201.72 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 38° 39' 15" EAST 2,811.22 FEET;

THENCE SOUTH 30° 07' 21" EAST 1,855.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 70° 03' 01" WEST 183.49 FEET; THENCE SOUTH 19° 19' 30" EAST 601.03 FEET; THENCE SOUTH 70° 03' 01" WEST 977.61 FEET; THENCE SOUTH 01° 00' 36" WEST 2,375.44 FEET; THENCE SOUTH 09° 31' 07" EAST 2,716.43 FEET; THENCE NORTH 59° 56' 16" EAST 1,115.80 FEET; THENCE SOUTH 18° 47' 37" EAST 703.24 FEET; THENCE SOUTH 70° 28' 46" WEST 1,089.79 FEET; THENCE SOUTH 19° 19' 15" EAST 513.46 FEET TO A POINT ON THE SOUTHERLY LINE OF VAN BUREN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED JUNE 8, 1973 AS INSTRUMENT NO. 74835 OF OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2944.79 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 22° 44' 28" WEST;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING NINE COURSES:

1. EASTERLY 517.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 03' 54";
2. NORTH 81° 41' 15" EAST 105.47 FEET;
3. NORTH 79° 11' 15" EAST 92.99 FEET;
4. NORTH 83° 31' 15" EAST 201.99 FEET;
5. NORTH 86° 23' 15" EAST 139.99 FEET;
6. SOUTH 77° 05' 45" EAST 69.00 FEET;
7. NORTH 71° 01' 15" EAST 43.00 FEET;
8. NORTH 88° 36' 05" EAST 441.29 FEET;
9. NORTH 89° 46' 06" EAST 1,414.40 FEET TO THE WESTERLY LINE OF STATE ROUTE 215 AS SHOWN ON CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

COOPERATIVE AGREEMENT

Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

Page 1 of 5

Exhibit A

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES:

1. NORTH 05° 25' 23" WEST 110.45 FEET;
2. NORTH 86° 18' 18" EAST 591.55 FEET TO THE WESTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, AS SHOWN ON SAID CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES:

1. NORTH 19° 22' 37" WEST 852.18 FEET;
2. NORTH 70° 37' 23" EAST 100.00 FEET;
3. NORTH 19° 22' 37" WEST 1,615.52 FEET;

THENCE LEAVING SAID WESTERLY LINE SOUTH 59° 52' 39" WEST 211.38 FEET; THENCE NORTH 30° 07' 21" WEST 5,009.86 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO MARCH JOINT POWERS REDEVELOPMENT AGENCY, A CALIFORNIA PUBLIC AGENCY, IN A DEED RECORDED NOVEMBER 30, 2004 AS INSTRUMENT NO. 2004-0949790 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO MARCH JOINT POWERS REDEVELOPMENT AGENCY, A CALIFORNIA PUBLIC AGENCY, IN A DEED RECORDED JUNE 6, 2006 AS INSTRUMENT NO. 2006-0410008 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO MARCH JOINT POWERS REDEVELOPMENT AGENCY, A CALIFORNIA PUBLIC AGENCY, IN A DEED RECORDED JUNE 6, 2006 AS INSTRUMENT NO. 2006-0410057 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO MARCH JOINT POWERS REDEVELOPMENT AGENCY, A CALIFORNIA PUBLIC AGENCY, IN A DEED RECORDED JUNE 6, 2006 AS INSTRUMENT NO. 2006-0410247 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN EXHIBIT "A-2" CONVEYED TO COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION, IN A DEED RECORDED AUGUST 10, 2011 AS INSTRUMENT NO. 2011-0350312 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL RESOURCES OF ANY KIND OR NATURE IN THE MINERAL ESTATE OF SAID LAND, PROVIDED, HOWEVER, THAT SUCH RESERVATION SHALL NOT INCLUDE THE RIGHT OF ACCESS TO OR ANY RIGHT TO USE ANY PORTION OF THE SURFACE OF SAID LAND, AS RESERVED BY THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE AIR FORCE, IN A DEED RECORDED MARCH 21, 2002 AS INSTRUMENT NO. 2002-145427 OF OFFICIAL RECORDS.

APN: 294-070-037-8

COOPERATIVE AGREEMENT

Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

Page 2 of 5

Exhibit A

The land referred to in this Commitment is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

PARCEL 1 OF LOT LINE ADJUSTMENT NO. 09-01, RECORDED AUGUST 4, 2010 AS INSTRUMENT NO. 2010-0365455 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING THAT PORTION OF PARCEL 2 PER QUITCLAIM DEED TO LNR RIVERSIDE II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED SEPTEMBER 5, 2008 AS DOCUMENT NO. 2008-0490580, OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION PARCEL 1 PER QUITCLAIM DEED TO LNR RIVERSIDE II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED MAY 23, 2008 AS DOCUMENT NO. 2008-0279467, OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH ALL OF LOT 9 OF TRACT NO. 30857-3, AS SHOWN BY MAP ON FILE IN BOOK 415 PAGES 86 THROUGH 88, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2, DISTANT THEREON SOUTH 89°45'57" WEST 753.49 FEET FROM THE NORTHEASTERLY CORNER THEREOF;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°13'54" EAST 870.06 FEET;

THENCE WEST 1167.78 FEET TO THE WESTERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID WESTERLY LINE NORTH 00°50'52" WEST 1083.44 FEET TO THE BEGINNING OF A TANGENT 1956.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 566.62 FEET THROUGH A CENTRAL ANGLE OF 16°35'51" TO A POINT ON THE WESTERLY LINE OF SAID LOT 9, BEING ALSO THE EASTERLY RIGHT-OF-WAY LINE OF MERIDIAN PARKWAY, 112.00 FEET WIDE AS DEDICATED PER SAID TRACT 30857-3;

THENCE LEAVING SAID WESTERLY LINE AND EASTERLY RIGHT-OF-WAY LINE NORTH 16°38'34" EAST 28.96 FEET TO THE NORTHERLY LINE OF SAID LOT 9, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF OPPORTUNITY WAY, 78.00 FEET WIDE AS DEDICATED PER SAID TRACT 30857-3;

THENCE ALONG SAID NORTHERLY LINE AND SOUTHERLY RIGHT-OF-WAY LINE OF OPPORTUNITY WAY NORTH 70°43'29" EAST 193.49 FEET TO THE BEGINNING OF A TANGENT 811.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE A DISTANCE OF 1543.47 FEET THROUGH A CENTRAL ANGLE OF 109°02'37"; THENCE SOUTH 00°13'54" EAST 100.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM OIL, GAS AND OTHER MINERALS THAT MAY BE TAKEN, SAVED, PRODUCED OR EXTRACTED FROM THE PROPERTY, AS RESERVED BY LNR RIVERSIDE II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN DEED RECORDED ON OCTOBER 22, 2010 IN INSTRUMENT NO. 2010-0508254 OF OFFICIAL RECORDS.

COOPERATIVE AGREEMENT

Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

Page 3 of 5

Exhibit A

APN: 294-070-025-7

The land referred to in this Commitment is situated in the City of Moreno, County of Riverside, State of California, and is described as follows:

PARCEL A AS SHOWN ON PARCEL MERGER NO. 13-02, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 22, 2013 AS INSTRUMENT NO. 2013-0552620 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 13-02, RECORDED ON NOVEMBER 14, 2013, AS INST. NO. 2013-0539730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, TOGETHER WITH ALL OF LOT 1 AND LOT 2 OF TRACT MAP NO. 30857-4, RECORDED IN BOOK 435, PAGES 6 THROUGH 14, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 22 AND 23, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL "B";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "B", SOUTH 59° 52' 12" A DISTANCE OF 918.85 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL "B",

THENCE LEAVING SAID NORTHWESTERLY LINE ALONG SAID SOUTHWESTERLY LINE, SOUTH 14° 18' 29" EAST A DISTANCE OF 271.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OPPORTUNITY WAY HAVING A HALF WIDTH OF 39.00 FEET, AS SHOWN ON SAID LOT LINE ADJUSTMENT AND SAID TRACT MAP, SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 889.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 01° 33' 02" WEST;

THENCE LEAVING SAID SOUTHWESTERLY LINE, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91° 19' 09" AN ARC LENGTH OF 1416.91 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 00° 13' 54" A DISTANCE OF 100.08 TO THE SOUTHERLY LINE OF SAID LOT 2;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID SOUTHERLY LINE OF LOT 2 NORTH 89° 45' 59" EAST A DISTANCE OF 307.26 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 00° 14' 03" WEST A DISTANCE OF 99.50 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 70° 18' 47" EAST A DISTANCE OF 307.77 FEET TO THE EASTERLY LINE OF SAID LOT 2;

COOPERATIVE AGREEMENT

Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

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Exhibit A

THENCE LEAVING SAID SOUTHERLY LINE ALONG SAID EASTERLY LINE, NORTH 21° 21' 16" WEST A DISTANCE OF 515.02 FEET TO THE EASTERLY LINE OF SAID LOT 1;

THENCE LEAVING SAID EASTERLY LINE OF LOT 2 ALONG SAID EASTERLY LINE OF LOT 1, NORTH 30° 07' 21" WEST A DISTANCE OF 619.04 FEET TO THE EASTERLY LINE OF AFOREMENTIONED PARCEL "B";

THENCE LEAVING SAID EASTERLY LINE OF LOT 1 ALONG SAID EASTERLY LINE OF PARCEL "B", NORTH 30° 07' 21" WEST A DISTANCE OF 566.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THE RIGHT TITLE AND INTEREST IN THE OIL, GAS AND OTHER MINERALS THAT MAY BE TAKEN, SAVED, PRODUCED OR EXTRACTED FROM THE PROPERTY; WITH NO RIGHTS TO USE THE SURFACE OF THE PROPERTY FOR EXPLORING, DRILLING, PRODUCING, OR ANY OTHER ACTIVITY IN CONNECTION WITH SAID RESERVED MINERAL INTERESTS BUT SHALL RESERVE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THE RIGHTS TO DEVELOP AND PRODUCE SUCH OIL, GAS AND OTHER MINERALS BY POOLING OR BY DIRECTIONAL OR HORIZONTAL DRILLING FROM SURFACE SITES LOCATED ON OTHER LANDS, PROVIDED THAT UNDER NO CIRCUMSTANCES SHALL THERE BE ANY PENETRATIONS ONTO THE SURFACE OF PROPERTY, AND FURTHER PROVIDED THAT NO PENETRATION OF THE SUBSURFACE MAY BE MADE AT A DEPTH WHICH IS LESS THAN 200 FEET BELOW THE SURFACE OF THE PROPERTY, AND THAT UNDER NO RIGHTS TO INTERFERE WITH ANY ABOVE SURFACE OR SUBSURFACE BUILDINGS OR IMPROVEMENTS LOCATED ON THE PROPERTY, AS RESERVED IN DEED RECORDED DECEMBER 11, 2013 AS INSTRUMENT NO. 2013-0576237, OFFICIAL RECORDS.

APN: 294-050-079-4

COOPERATIVE AGREEMENT

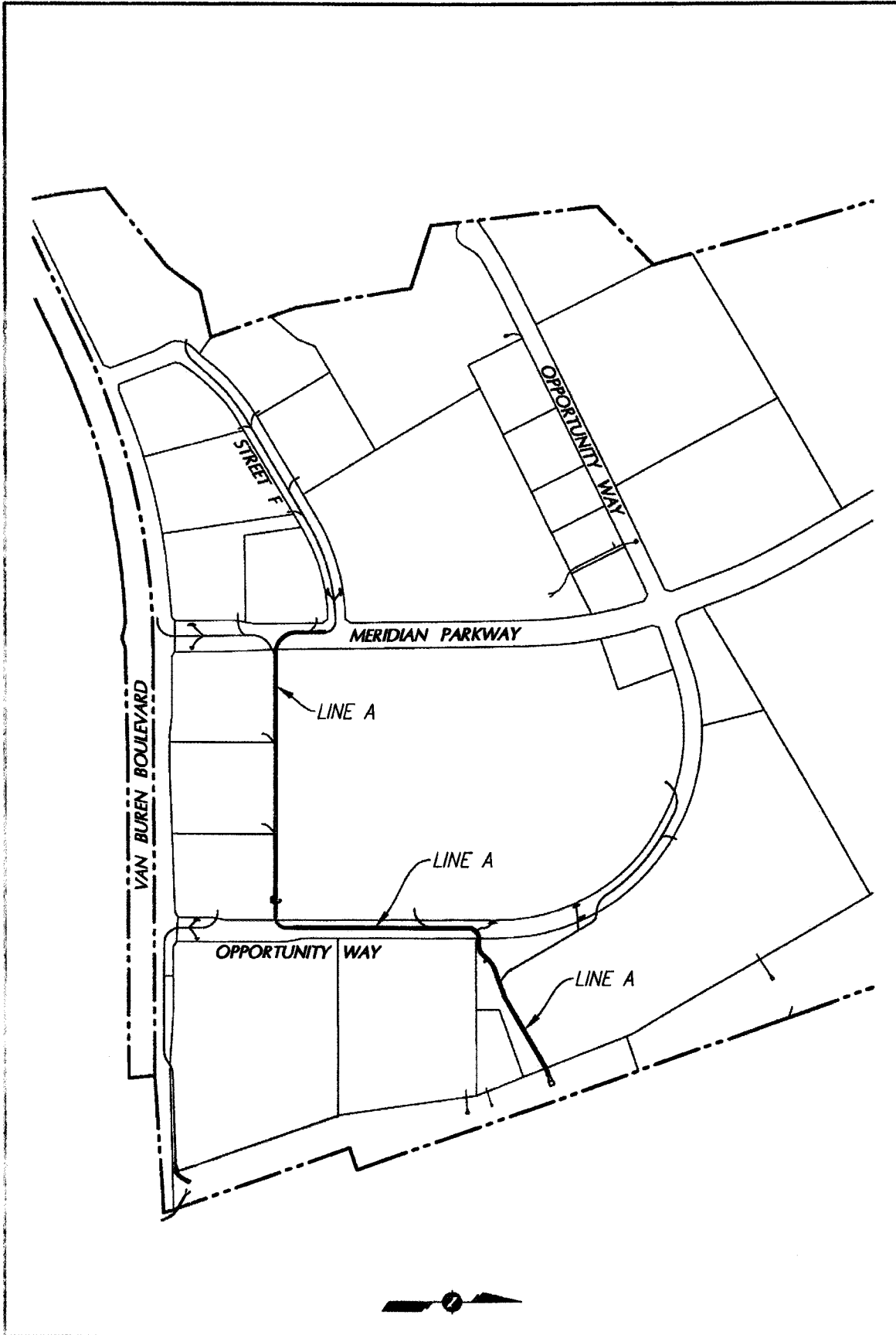
Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

Page 5 of 5

Exhibit B



COOPERATIVE AGREEMENT

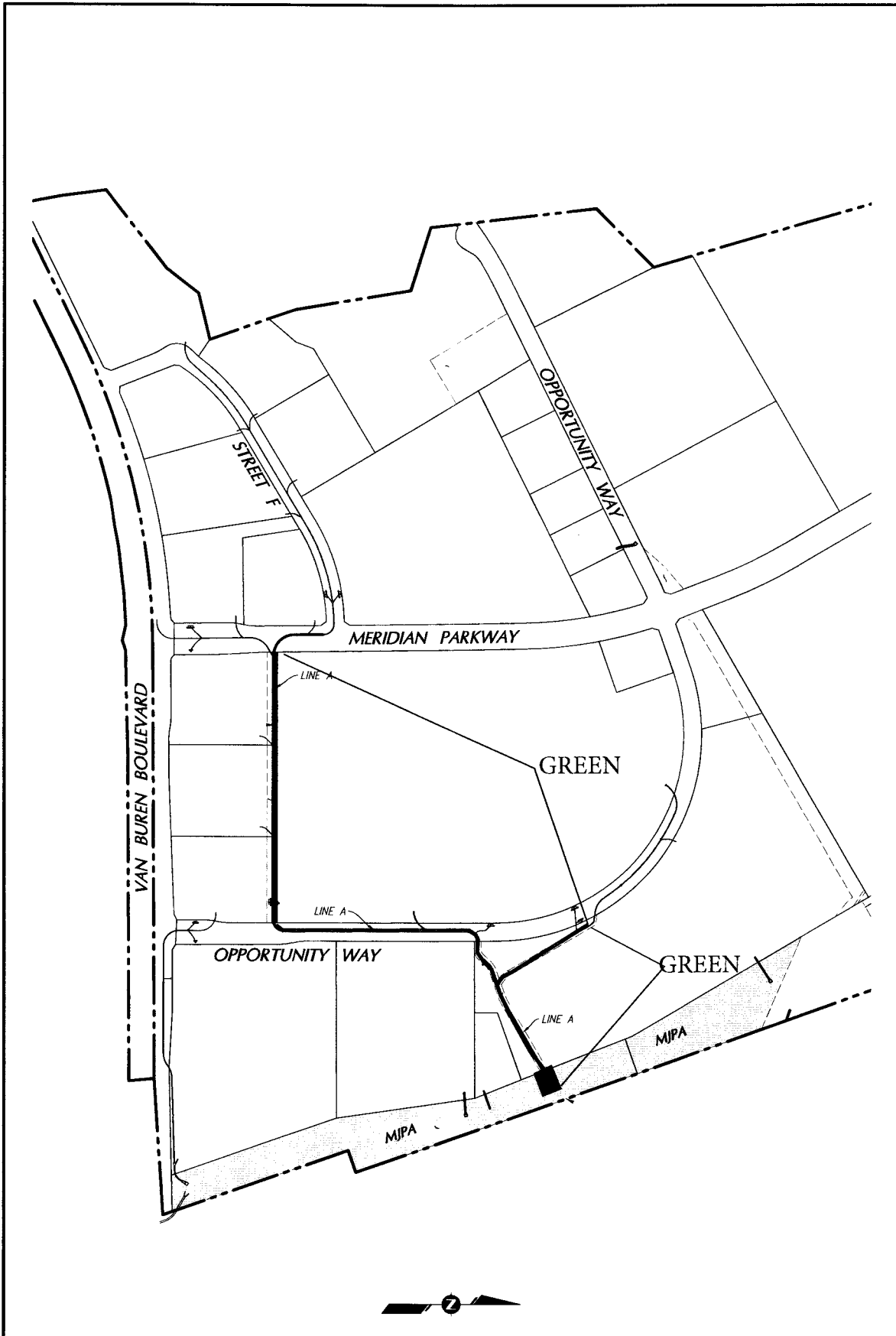
Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Perris Valley MDP Line B-1

Project No. 4-0-00538

Tract No. 30857-4

Page 1 of 1

NOTICE OF DETERMINATION

To: Office of Planning and Research
Post Office Box 3044, 1400 Tenth Street,
Room 222
Sacramento, CA 95812-3044

Responsible Agency: **Riverside County Flood Control and Water Conservation District**
1995 Market Street
Riverside, CA 92501
Contact: Randy Sheppard
951.955.1306

County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507
Original Negative Declaration Notice of Determination was routed to County for posting on.
3/25/19
kk
Date

Lead Agency: **March Joint Powers Authority**
14205 Meridian Parkway, #140
Riverside, CA 92518

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

State Clearinghouse Number: 2009071069

Project Title: Perris Valley MDP Line B-1(Tract 30857-4) Cooperative Agreement.

Project Location: The project site is located within an unincorporated area of Riverside County known as March Air Reserve Base, which is situated in northwest Riverside County. More specifically, the project is located north of the intersection of Opportunity Way and Van Buren Boulevard and encompasses portions of Assessor's Parcel Numbers (APNs) 294-070-037-8, 294-070-025-7, and 294-050-079-4. See Attachment 1 Vicinity Map.

Project Description: The project referenced in this Notice of Determination is the discretionary approval by the Riverside County Flood Control and Water Conservation District (District) to enter into a Cooperative Agreement with the March Joint Powers Authority (MJPA) and Meridian Park, LLC (Developer) for the Perris Valley MDP Line B-1 (as shown on plans as Line A) storm drain system. The Agreement is necessary to formalize the transfer of necessary rights of way for District operation and maintenance of the approximate 2,145 lineal feet underground storm drain Line B-1 facility. Upon acceptance, the District will conduct ongoing maintenance of the underground storm drain system. Pursuant to CEQA, the MJPA has assumed the role of Lead Agency and has certified a Subsequent Environmental Impact Report (EIR) for the Meridian Specific Plan Amendment, Tentative Tract Map No. 30857 and the associated infrastructure and improvements. Acceptance of the associated right of way and operations and maintenance of said facilities will not result in significant adverse impacts.

CEQA Determination: This is to advise that the District, as a Responsible Agency, has considered the MJPA certified Supplemental EIR, and has made the following determinations:

1. Accepting the flood control facilities as described in the Cooperative Agreement for future maintenance is within the scope of the MJPA EIR, and all environmental effects have been adequately addressed, therefore, no further CEQA review is required.
2. The Cooperative Agreement will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for Tract 30857-4, and a mitigation monitoring plan/program was adopted by the lead agency, however, no mitigation measures are required for the Cooperative Agreement.
4. A Statement of Overriding Considerations was adopted by the lead agency for this project, however, a Statement of Overriding Considerations is not required for the Cooperative Agreement.
5. Findings were made pursuant to the provisions of CEQA.

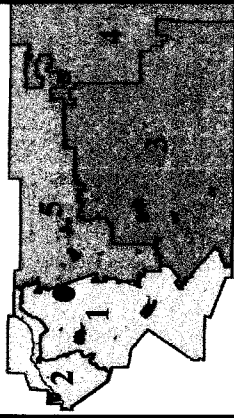
Documents Available for Review: This is to certify that the Environmental Impact Report and records of this project's approval are available to the general public at Riverside County Flood Control and Water Conservation District, 1995 Market Street Riverside CA 92501

Responsible Agency Signature:  **Title:** General Manager-Chief Engineer **Date:** 3-7-19
JASON E. UHLEY

Attachment 1: Vicinity Map

AMR:blm

MAR 19 2019 11.2



Supervisor Districts

LEGEND:

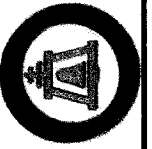
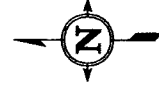
— Existing Facilities

■ Project Vicinity

● Supervisorial District

DESCRIPTION:

Perris Valley MDP Line B-1
Project No. 4-0-00538
Tract No. 30857-4



Attachment 1

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 11/19/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660 DEPT ID: 947140 PROGRAM:

AMOUNT: \$50.00

REF: CDFW Authorization to Bill for Perris Valley MDP Line B-1 (Tract No. 30857-4) Cooperative Agreement - Proj. No. 137-0-3-90221-00-00-0000-000

The full CEQA EIR fee was previously paid on this project by March Joint Powers Authority (SCH#2009071069). Therefore, please only bill Flood Control for the \$50 filing fee.

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Karinne Hansen Ext 54330 PRESENTED BY: Gene Jennings Ext 58377 CONTACT: Randy Sheppeard Ext 51306

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):