

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



ITEM: 11.4
(ID # 13898)

MEETING DATE:

FROM: FLOOD CONTROL DISTRICT:

Tuesday, December 15, 2020

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside on behalf of its Transportation Department, Valley Wide Park and Recreation District, and Global Investment Pool, LLC. for Menifee Valley Dunn Drive Storm Drain, Stage 1, Menifee Valley Gardner Lane Storm Drain, Stage 1 (Tract No. 36785), Project Nos. 4-0-00404 and 4-0-00405, Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item MT Item No. 13900)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, Section 15301 Existing Facilities, and Section 15304 Minor Alterations to Land;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside on behalf of its Transportation Department (County) and Global Investment Pool, LLC. (Developer);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District;

ACTION:

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 11/30/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: December 15, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By 
Deputy

(companion item 3.39)

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

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: N/A			Budget Adjustment: N/A	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities for Tract No. 36785 are to be constructed by Global Investment Pool, LLC.

Menifee Valley Dunn Drive Storm Drain, Stage 1 and Menifee Valley Gardner Lane Storm Drain, Stage 1 facilities will be inspected, operated and maintained by the District. The remaining drainage and water quality facilities will be inspected, operated and maintained by the County, Valley Wide Park and Recreation District and Tract No. 36785's Homeowner's Association.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for the District's construction inspection and subsequent operation and maintenance of the Menifee Valley Dunn Drive Storm Drain, Stage 1 and Menifee Valley Gardner Lane Storm Drain, Stage 1 facilities.

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

A companion item appears on the Riverside County Transportation Department's agenda this same date.

Environmental Findings

The Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity is covered by the Common Sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not

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subject to CEQA." This project only involves the future maintenance of already-constructed flood control facilities.

Further, Section 15301 (Existing Facilities) provides a CEQA exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of existing or former use. When District will take over the flood control facilities associated with this project for operation and maintenance, the facilities would have already been constructed, and this Agreement provides for the maintenance of the existing facilities only. Therefore, this exemption would also apply.

Lastly, Section 15304 provides a CEQA exemption for minor public or private alterations in the condition of land, water and/or vegetation which does not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Because the Agreement is solely for the District to conduct future maintenance of the underground storm drains, it can be seen with certainty that there will be no significant effect on the environment. Further, none of the Exceptions provided in Section 15300 apply. No cumulative impacts or unusual circumstances exist that could have a significant effect on the environment. The project is not located on or near a scenic highway, hazardous waste site or historical resource. Therefore, nothing further is required.

Impact on Residents and Businesses

As noted above, construction of these improvements is a requirement for the development of Tract No. 36785. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

RSM:blm
P8/230513


Scott Bruckner 12/7/2020


Gregory V. Priantos, Director County Counsel 12/4/2020

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

234894

COOPERATIVE AGREEMENT

Menifee Valley – Dunn Drive Storm Drain, Stage 1
Menifee Valley – Gardner Lane Storm Drain, Stage 1
Project Nos. 4-0-00404 and 4-0-00405
TR 36785

This Cooperative Agreement ("Agreement"), dated as of December 15, 2020

is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY") on behalf of its Transportation Department, Valley-Wide Recreation and Park District, a special district created pursuant to the California Public Resources Code, Sections 5780, et seq., ("VALLEY-WIDE") and GLOBAL INVESTMENT POOL LLC a Delaware limited liability company, ("DEVELOPER"), which are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Tract No. 36785, located within the County of Riverside. The legal description of Tract No. 36785 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract No. 36785 located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for Tract No. 36785, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. Tract No. 36785 is also located within the Jurisdictional Boundaries of VALLEY-WIDE. COUNTY and VALLEY-WIDE executed a Memorandum of Understanding ("MOU"), effective December 17, 2019, to identify the operation and maintenance responsibilities between COUNTY and VALLEY-WIDE within such Jurisdictional Boundaries; and

D. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 4-1140 include the construction of

- (i.) Approximately 4,400 lineal feet of underground storm drain mainline, with an approximately 265 lineal feet of lateral storm drain and a catch basin (LATERAL 1-K1) as shown in concept in "Blue" in Exhibit "B", including a downstream outlet structure, and associated access and safety features such as wingwalls, headwalls, cable railing, concrete apron, riprap, access road, embankment, gates, etc. hereinafter called "LINE 1"; and
- (ii.) Approximately 2,700 lineal feet of underground storm drain as shown in concept in "Red" in Exhibit "B", including a downstream outlet structure and associated access and safety features such as wingwalls, headwalls, cable railing, concrete apron, riprap, access road, embankment, gates, etc. hereinafter called "LINE 3"; and

E. Also associated with the required flood control facilities and drainage improvements are all safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, signage and fencing, ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER, and subject to DISTRICT's inspection and approval.

F. Together, LINE 1, LINE 3 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

G. Associated with the construction of DISTRICT FACILITIES includes the construction of:

- (i) Various catch basins, inlets and connector pipes that are thirty-six inches (36") or less in diameter, hereinafter called "LATERALS 1"; and

(ii) Approximately 50 lineal feet of forty-two inch (42") lateral storm drain shown on the plans as LATERAL 3-D and hereinafter called "LATERAL 3-D"; and

(iii) Approximately 1 lineal foot of forty-eight inch (48") lateral storm drain shown on the plans as LOW FLOW 2 and hereinafter called "LOW FLOW 2"; and

H. Together, LATERALS 1, LATERAL 3-D and LOW FLOW 2 are hereinafter called "COUNTY FACILITIES"; and

I. Also associated with the construction of DISTRICT FACILITIES includes the construction of:

(i) Approximately 62 lineal feet of twenty-four-inch (24") diameter shown on the plans as LATERAL 1-F, hereinafter called "LATERAL 1-F"; and

(ii) Biofiltration basin Water Quality Features as identified in the MOU, including, low flow sub-drains, gravel, soil media, concrete spillways, irrigation and vegetation, hereinafter called "BASINS"; and

J. Together, LATERAL 1-F and BASINS are hereinafter called "VALLEY-WIDE FACILITIES";

K. Also associated with the construction of DISTRICT FACILITIES includes the construction of:

(i) Approximately 108 lineal feet of twenty-four-inch (24") diameter shown on the plans as LATERAL 1-1, hereinafter called "LATERAL 1-1"; and

(ii) Approximately 95 lineal feet of twenty-four-inch (24") diameter shown on the plans as LATERAL 1-2, hereinafter called "LATERAL 1-2"; and

(iii) Approximately 100 lineal feet of thirty six-inch (36") diameter shown on the plans as LATERAL 1-3, hereinafter called "LATERAL 1-3"; and

L. Together, LATERAL 1-1, LATERAL 1-2, and LATERAL 1-3 are hereinafter called "DEVELOPER FACILITIES"; and

M. Together, DISTRICT FACILITIES, COUNTY FACILITIES, VALLEY-WIDE FACILITES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

N. On or about April 7, 2020, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorized DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has begun construction of the aforementioned facilities; and

O. DEVELOPER, COUNTY and VALLEY-WIDE desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

P. DEVELOPER, VALLEY-WIDE and DISTRICT desire COUNTY to accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES; and

Q. DEVELOPER, COUNTY and DISTRICT desire VALLEY-WIDE to accept ownership and responsibility for the operation and maintenance of VALLEY-WIDE FACILITES; and

R. DISTRICT is willing to (i) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with

this Agreement; (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES and VALLEY-WIDE accepts ownership and responsibility for the operation and maintenance of ownership and responsibility for the operation and maintenance of VALLEY-WIDE FACILITIES as set forth herein; and

S. COUNTY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER for on behalf of DISTRICT for DISTRICT FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way; and (iii) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES;, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT, COUNTY and VALLEY-WIDE.

T. In accordance with the MOU, VALLEY-WIDE is willing to (i) accept ownership and responsibility for the operation and maintenance of VALLEY-WIDE FACILITIES, provided VALLEY-WIDE FACILITIES are constructed in accordance with plans and specifications approved by VALLEY-WIDE and once adequate operation and maintenance funding is received by VALLEY-WIDE and all other related landscape and park improvements are accepted.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS") in accordance with applicable VALLEY-WIDE, DISTRICT, and COUNTY standards and submit to VALLEY-WIDE, DISTRICT, and COUNTY for their respective review and approval as to their respective FACILITIES.
2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement.
3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), any amendment to the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, based upon the bonded value of DISTRICT FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s) as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT FACILITIES within thirty (30) days after receipt of billing from DISTRICT.
4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and COUNTY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry as determined and approved by DISTRICT and COUNTY.

5. Furnish DISTRICT and COUNTY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Provide COUNTY with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by COUNTY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY as complete; at which time, the bond amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work, labor or materials.

7. Obtain and provide DISTRICT (Attention: Real Estate Services Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

8. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.8. 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.

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

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

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

12. Continue to 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 and Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this section shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT at its sole discretion to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

13. Continue to construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

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

15. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s) or grant deed(s) of fee title where appropriate, as determined by DISTRICT. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT, to the rights of way as shown in concept in purple diagonal hatching on Exhibit "D", and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

16. At the time of recordation of the conveyance document(s) as set forth in Section I.16., 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.

17. Accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES, (iii) VALLEY-WIDE accepts ownership and responsibility for operation and maintenance of VALLEY-WIDE FACILITIES, and (iv) the Home Owners' Association for Tract No. 36785 accepts ownership and responsibility for operation and maintenance of DEVELOPER FACILITIES.

18. 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.

19. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, and (iii) a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

20. 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. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.8.

5. Inspect construction of DISTRICT FACILITIES.

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 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.3. exceeds such costs and provided the plan check account is sufficiently funded for post processing, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.15.; (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.21.; (iv) recordation of all conveyance documents described in Section I.16.; (v) COUNTY acceptance of COUNTY FACILITIES for ownership, operation and maintenance; and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

9. Provide COUNTY with a reproducible duplicate copy of "record drawings" of PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

SECTION III

COUNTY shall:

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

2. Continue to hold the accepted COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section 1.7., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

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

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

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

7. Upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES.

8. Release occupancy permits in accordance with the approved conditions of approval.

9. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

VALLEY-WIDE shall:

1. Inspect construction of VALLEY WIDE FACILITIES.
2. Accept ownership and sole responsibility for the operation and maintenance of VALLEY-WIDE FACILITIES, in accordance with the MOU.

SECTION V

It is further mutually agreed:

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

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

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that

since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT, VALLEY-WIDE and COUNTY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT, VALLEY-WIDE and COUNTY to work the additional hours. The request shall be submitted to DISTRICT, VALLEY-WIDE and COUNTY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT, VALLEY-WIDE and COUNTY at their sole discretion and shall be final. If permission is granted by DISTRICT, VALLEY-WIDE and COUNTY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

5. DEVELOPER shall indemnify and hold harmless VALLEY-WIDE, DISTRICT and COUNTY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any 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, VALLEY-WIDE and COUNTY (including their 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, compromise any such claim, proceeding or action without the prior consent of DISTRICT, VALLEY-WIDE and COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, VALLEY-WIDE or COUNTY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT, VALLEY-WIDE and COUNTY the appropriate form of dismissal (or similar document) relieving DISTRICT or COUNTY 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, VALLEY-WIDE and COUNTY 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 DEVELOPER from indemnifying DISTRICT, VALLEY-WIDE or COUNTY to the fullest extent allowed by law.

6. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, VALLEY-WIDE and COUNTY, their respective 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, 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, VALLEY-WIDE or COUNTY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DISTRICT FACILITIES, VALLEY-WIDE FACILITIES and COUNTY FACILITIES, after the acceptance of DISTRICT FACILITIES by DISTRICT, COUNTY FACILITIES by COUNTY and VALLEY-WIDE FACILITIES by VALLEY-WIDE.

7. Any waiver by DISTRICT, VALLEY-WIDE or COUNTY 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, VALLEY-WIDE or COUNTY 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, VALLEY-WIDE or COUNTY from enforcement hereof.

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

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

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

To COUNTY: COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section

To VALLEY-WIDE: Valley-Wide Recreation and Park District
Attn: Loretta Domenigoni
901 W. Esplanade Avenue
San Jacinto, CA 92582

To DEVELOPER: GLOBAL INVESTMENT POOL LLC
100 BAYVIEW CIRCLE, SUITE 2000
NEWPORT BEACH, CA 92660
Attn: Noah Shih

10. 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.

11. 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.

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

13. 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.

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

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

16. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Agreement agrees to the use of electronic signatures, such as, but not limited to, digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic

signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the California Civil Code.

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

December 15, 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

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

APPROVED AS TO FORM:

ATTEST:

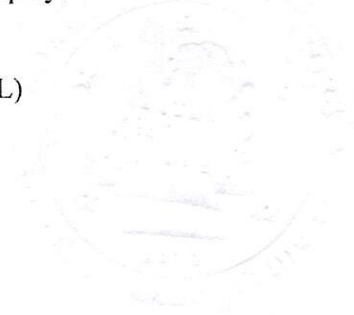
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By Leila Moshref-Danesh
LEILA MOSHREF-DANESH
Deputy County Counsel

By Ansullal Asst
Deputy

(SEAL)




Cooperative Agreement
Menifee Valley – Dunn Drive Storm Drain, Stage 1
Menifee Valley – Gardner Lane Storm Drain, Stage 1
Project Nos. 4-0-00404 and 4-0-00405
TR 36785
RSM:blm
11/04/20

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Director of Transportation

By 
V. MANUEL PEREZ, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

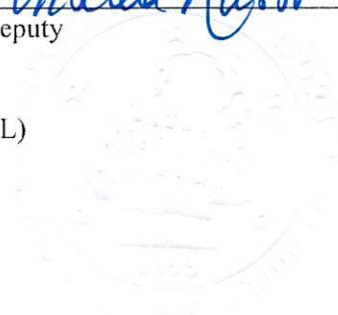
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)



Cooperative Agreement
Menifee Valley – Dunn Drive Storm Drain, Stage 1
Menifee Valley – Gardner Lane Storm Drain, Stage 1
Project Nos. 4-0-00404 and 4-0-00405
TR 36785
RSM:blm
11/04/20

RECOMMENDED FOR APPROVAL:

**VALLEY-WIDE
RECREATION AND PARK DISTRICT**

By 
DEAN WETTER 24 Nov 2020
General Manager

By 
NICK SCHOUTEN, PRESIDENT
Board of Directors

APPROVED AS TO FORM:

ATTEST:

BEST BEST & KRIEGER LLP
General Counsel

LANAY NEGRETE
Clerk of the Board

By 
Todd R. Leisner
Assistant General Counsel

By 

(SEAL)

Cooperative Agreement
Menifee Valley – Dunn Drive Storm Drain, Stage 1
Menifee Valley – Gardner Lane Storm Drain, Stage 1
Project Nos. 4-0-00404 and 4-0-00405
TR 36785
RSM:blm
11/04/20

GLOBAL INVESTMENT POOL LLC,
a Delaware limited liability company

By: IHP Capital Partners VI, LLC,
a Delaware limited liability company
Its Sole Member

By: Institutional Housing Partners VI L.P.,
a California limited partnership
Its Manager

By: IHP Capital Partners,
a California corporation
Its General Partner

By: Jeffrey D. Enes
Jeffrey D. Enes
Date: Senior Vice President
11-5-2020

By: Barry S. Villines
Barry S. Villines
Date: Chief Financial Officer
11-8-2020

Cooperative Agreement
Menifee Valley – Dunn Drive Storm Drain, Stage 1
Menifee Valley – Gardner Lane Storm Drain, Stage 1
Project Nos. 4-0-00404 and 4-0-00405
TR 36785
RSM:blm
11/04/20

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 Orange

On November 5, 2020 before me, Roselyn Nguyen, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey D. Enes and Bamy S. Villines
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)

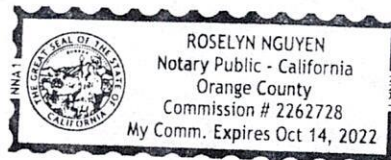


EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Menifee, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 466-210-029, 466-210-030, 466-210-031, 466-210-032, 466-210-033, 466-210-034, 466-210-035 AND 466-210-036)

PARCELS 1 THROUGH 8, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "T", INCLUSIVE OF PARCEL MAP NO. 18607, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 113 PAGES 52 AND 53 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN: 466-210-038)

PARCEL B OF LOT LINE ADJUSTMENT NO. 5355 RECORDED JANUARY 11, 2010 AS INSTRUMENT NO. 2010-0010216 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 2 AND LOT "L" OF PARCEL MAP NO. 10277, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 46, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WEST OF A LINE THAT IS PARALLEL WITH AND DISTANT 527.39 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID PARCEL 2.

APN: 466-210-029 and 466-210-030 and 466-210-031 and 466-210-032 and 466-210-033 and 466-210-034 and 466-210-035 and 466-210-038 and 466-210-036-6 and 466-210-037-7

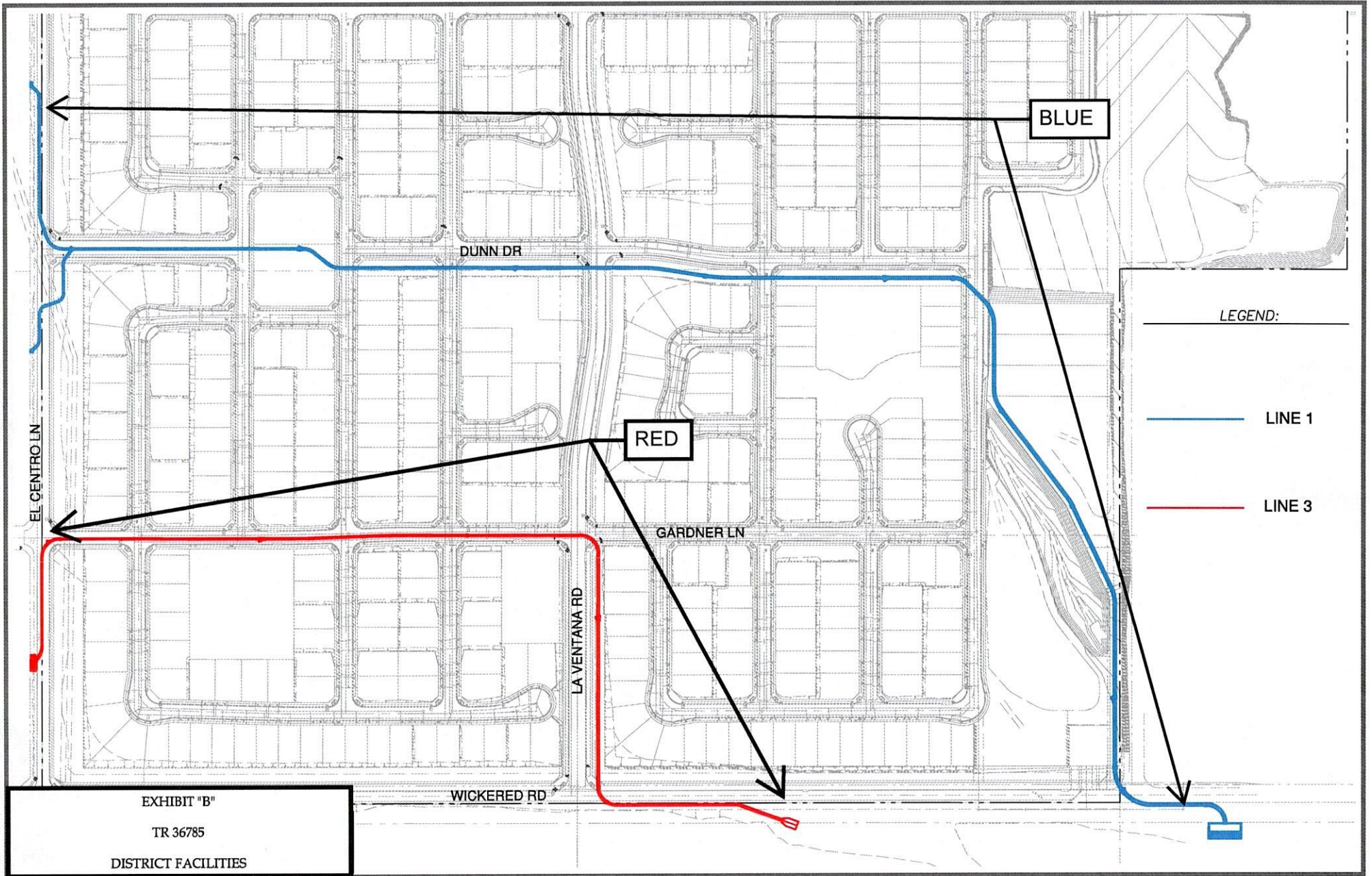


EXHIBIT "C"

DISTRICT's Insurance Requirements are as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the "DISTRICT" herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability

EXHIBIT "C"

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- 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 DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 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 DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

EXHIBIT "C"

found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- iv. 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.
- v. 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.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of work or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vii. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

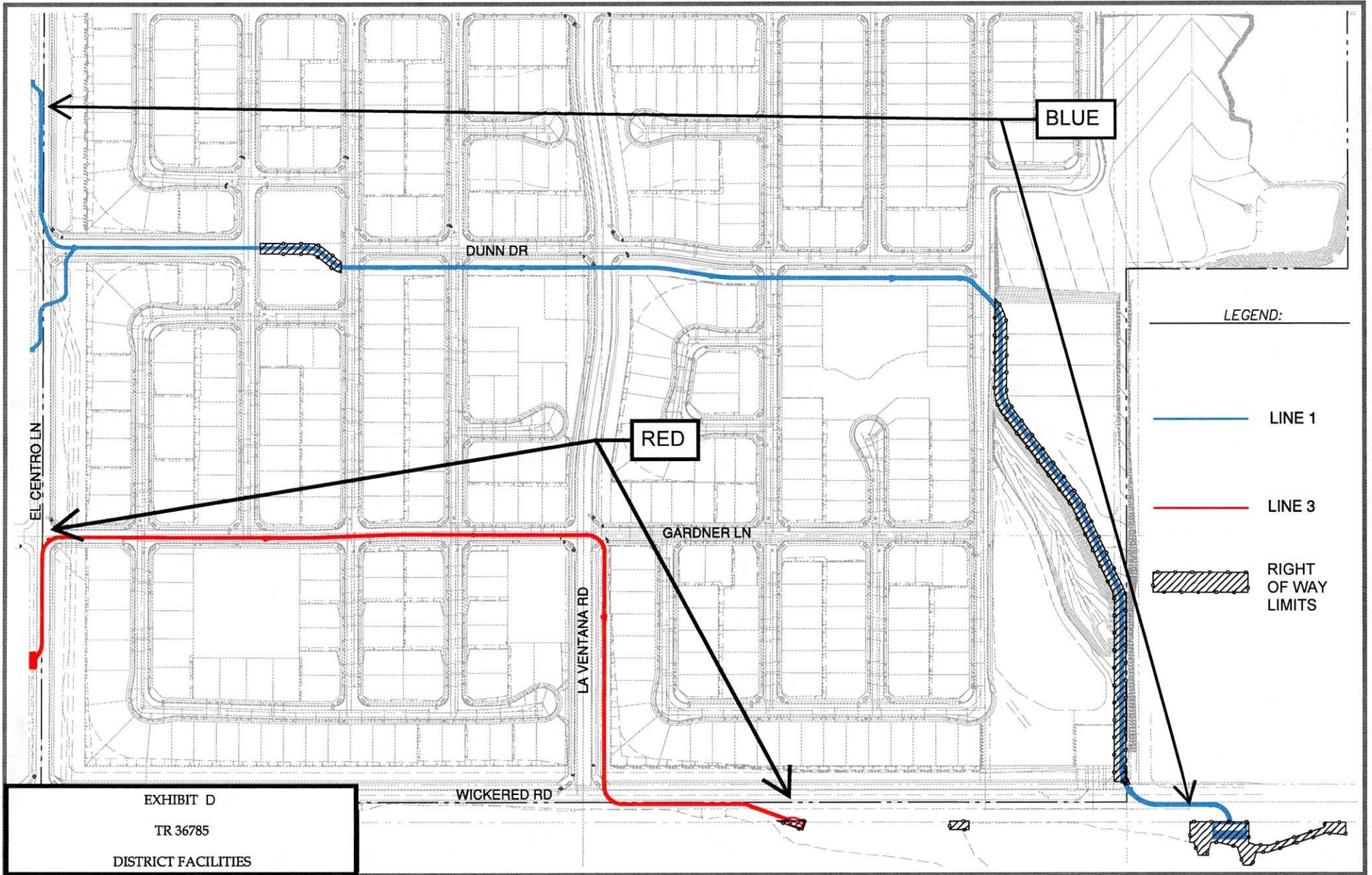


EXHIBIT D
TR 36785
DISTRICT FACILITIES