

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



ITEM: 11.3
(ID # 14241)

MEETING DATE:

Tuesday, January 26, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2021-17 Considering an Environmental Impact Report (SCH#2002071089) for the March Business Center Specific Plan (SP-1), Making Responsible Agency Findings Approvals for the Project Pursuant to the Provisions of the California Environmental Quality Act, and Issuing Certain Limited Approvals as a Responsible Agency for March Business Center Specific Plan (SP-1) Environmental Impact Report, Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside, the March Joint Powers Authority and Meridian Park, LLC for Perris Valley – Village West Drive Storm Drain, Stage 1; Perris Valley – Village West Storm Drain, Stage 2; Perris Valley – Krameria Avenue Storm Drain, Stage 1; Perris Valley – Street M Storm Drain, Stage 1; Perris Valley – Krameria North Storm Drain, Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening) and Miscellaneous No. 159 (South Campus Phase I) for Tract Map No. 30857-7, Project Nos. 4-0-00542, 4-0-00543, 4-0-00544 and 4-0-00545, Nothing Further is Required under CEQA, District 1. [\$0] (Companion Item to MT Item 14295)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2021-17, Considering an Environmental Impact Report (SCH#2002071089) for the March Business Center Specific Plan (SP-1), Making Responsible Agency Findings Pursuant to the Provisions of the California Environmental Quality Act (CEQA) and Issuing Certain Limited Approvals for the March Business Center Specific Plan (SP-1) Environmental Impact Report (EIR);
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;

Continued on Page 2

ACTION:

Jason Uhley, GENERAL MGR. CHIEF FLD CNTRL ENG 1/12/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, 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: January 26, 2021
xc: Flood, Recorder (Companion Item 3.31)

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**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Cooperative Agreement between the Riverside County Flood Control and Conservation District (District), the County of Riverside (County), the March Joint Powers Authority (MJPA) and Meridian Park, LLC (Developer);
4. Authorize the General Manager-Chief Engineer or designee to take certain necessary steps to implement the Cooperative Agreement including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel;
5. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District;
6. Direct the Clerk of the Board to return four (4) executed Cooperative Agreements to the District and one (1) executed Cooperative Agreement to the Riverside County Transportation Department; and
7. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) 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: N/A			Budget Adjustment: N/A	
			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 constructed by Developer are to be operated and maintained by the District, County, 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 – Village West Drive Storm Drain, Stage 1; Perris Valley – Village West Storm Drain, Stage 2; Perris Valley – Krameria Avenue Storm Drain, Stage 1; Perris Valley – Street M Storm Drain, Stage 1; and Perris Valley – Krameria North Storm Drain facilities.

The District will assume ownership and responsibility for the operation and maintenance of the mainline storm drains greater than 36 inches in diameter and a portion of the access road. The County will assume ownership, operation and maintenance of a portion of the access road and the project's associated catch basins, connector pipes and laterals that are 36 inches or less in diameter located within County rights of way. MJPA will assume ownership, operation and maintenance of a 7'(W) x 6'(H) to 7'(W) x 5'(H) reinforced concrete box and culvert, wingwall

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NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: N/A	
			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 constructed by Developer are to be operated and maintained by the District, County, 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 – Village West Drive Storm Drain, Stage 1; Perris Valley – Village West Storm Drain, Stage 2; Perris Valley – Krameria Avenue Storm Drain, Stage 1; Perris Valley – Street M Storm Drain, Stage 1; and Perris Valley – Krameria North Storm Drain facilities.

The District will assume ownership and responsibility for the operation and maintenance of the mainline storm drains greater than 36 inches in diameter and a portion of the access road. The County will assume ownership, operation and maintenance of a portion of the access road and the project's associated catch basins, connector pipes and laterals that are 36 inches or less in diameter located within County rights of way. MJPA will assume ownership, operation and maintenance of a 7'(W) x 6'(H) to 7'(W) x 5'(H) reinforced concrete box and culvert, wingwall and its associated riprap outlet structure, and certain catch basins, inlets, laterals and connector pipes that are 36 inches or less in diameter located within MJPA held rights of way. The Developer will retain ownership, operation and maintenance of certain catch basins, inlets, laterals and connector pipes that are 36 inches or less in diameter located within Developer held rights of way.

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

Environmental Findings

An Environmental Impact Report (EIR) for the project was certified by MJPA in February 2003. Pursuant to Section 15096 of the State CEQA Guidelines, the District, in its limited capacity as a Responsible Agency, considered the EIR that was prepared for the project and independently finds that the EIR adequately covers the construction, operation and ongoing maintenance of

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

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 operation and ongoing maintenance of the proposed storm drain facilities, and no further analysis under CEQA is required. Therefore, the District prepared the attached Notice of Determination (NOD) and requests that the Clerk of the Board file the 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 Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening) and Miscellaneous No. 159 (South Campus Phase I) for Tract Map No. 30857-7. 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 the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement
3. Resolution No. 2021-17
4. Notice of Determination
5. Authorization to Bill

AMR:blm



Gregory H. Priamos, Director County Counsel 1/14/2021

1 **BOARD OF SUPERVISORS**

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

4 RESOLUTION NO. F2021-07

5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
6 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
7 CONSIDERING AN ENVIRONMENTAL IMPACT REPORT (SCH#2002071089) FOR THE PERRIS
8 VALLEY – VILLAGE WEST DRIVE STORM DRAIN, STAGE 1; PERRIS VALLEY – VILLAGE
9 WEST STORM DRAIN, STAGE 2; PERRIS VALLEY – KRAMERIA AVENUE STORM DRAIN,
10 STAGE 1; PERRIS VALLEY – STREET M STORM DRAIN, STAGE 1; PERRIS VALLEY –
11 KRAMERIA NORTH STORM DRAIN; MISCELLANEOUS NO. 158 (VAN BUREN BLVD. PHASE
12 II WIDENING) AND MISCELLANEOUS NO. 159 (SOUTH CAMPUS PHASE I) FOR TRACT MAP
13 NO. 30857-7, MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA
14 ENVIRONMENTAL QUALITY ACT, AND ISSUING CERTAIN LIMITED APPROVALS FOR
15 MARCH BUSINESS CENTER SPECIFIC PLAN (SP-1) ENVIRONMENTAL IMPACT REPORT

16 **WHEREAS**, the Riverside County Flood Control and Water Conservation District
17 ("District") has been designated as the agency responsible for the acceptance, operation and maintenance
18 of certain storm drain improvements that are required to be installed as a part of implementing the March
19 Business Center Specific Plan ("Project") as long as facilities are designed to the District's standards; and

20 **WHEREAS**, the District will be asked to make certain limited approvals for the Project,
21 specifically, including the approval of certain cooperative agreements with project applicants; and

22 **WHEREAS**, the District has reviewed the facilities associated with the Project and has
23 determined that all storm drain improvements referenced as the facilities have been designed to the District's
24 standards and consistent with what was evaluated in the Environmental Impact Report ("EIR") for the
25 Project; and

26 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") (Public
27 Resources Code Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations
28 Section 15000 et seq.), an EIR for the March Business Center Specific Plan (SP-1) was previously prepared
and certified by the March Joint Powers Authority on February 19, 2003 (State Clearinghouse No.
2002071089); and

FORM APPROVED COUNTY COUNSEL
BY: LEJAJ. MUSHREF-DANESH DATE 1/13/21

1 **WHEREAS**, the March Joint Powers Authority served as lead agency for the environmental
 2 review and analysis of the March Business Center Specific Plan (SP-1) pursuant to the requirements of
 3 CEQA; and

4 **WHEREAS**, the lead agency, at a noticed public meeting, reviewed and considered the Final
 5 EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written
 6 comments received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and
 7 Reporting Program, and approved the March Business Center Specific Plan (SP-1); and

8 **WHEREAS**, the District has limited approval and implementing authority over the March
 9 Business Center Specific Plan (SP-1) and thus serves only as a responsible agency for the March Business
 10 Center Specific Plan (SP-1) pursuant to the requirements of CEQA; and

11 **WHEREAS**, the District, as a Responsible Agency, has determined that the certified Final
 12 EIR adequately analyzes the potential environmental impacts associated with the District's limited role as a
 13 Responsible Agency related to any cooperative agreements ("Agreements") for implementation of the
 14 Project; and

15 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

16 **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
 17 Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("Board")
 18 assembled in regular session on January 26, 2021, in the meeting room of the Board of Supervisors located
 19 on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon
 20 the evidence and testimony presented on the matter, both written and oral, including the EIR as it relates to
 21 the March Business Center Specific Plan (SP-1), that:

22 **SECTION 1. CEQA Actions.**

- 23 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA
 24 Compliance. As the decision-making body for the District and in the
 25 District's limited role as a Responsible Agency under CEQA, the District has
 26 received, reviewed and considered the information contained in the
 27 Environmental Impact Report for the March Business Center Specific Plan
 28

1 (SP-1) and all comment letters and other related documents. Based on this
2 review, the Board finds that, as to those potential environmental impacts
3 within the District's powers and authorities as Responsible Agency, the EIR
4 for the March Business Center Specific Plan (SP-1) contains a complete,
5 objective and accurate reporting of those potential impacts and reflects the
6 independent judgment and analysis of the Board.

7 (b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of
8 the CEQA Statutes and Guidelines, the District, in its limited capacity as a
9 Responsible Agency, considered the EIR that was prepared by the Lead
10 Agency and independently finds that the EIR adequately covers the District's
11 plan check, inspection, and the operation and future maintenance of the
12 Specific Plan flood control facilities. Furthermore, the District finds that no
13 significant adverse impacts will occur as a result of the inspection, operation
14 and future maintenance of the Specific Plan flood control facilities, and no
15 further analysis under CEQA is required.

16 (c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation
17 measures were made a condition of approval for the construction and
18 operation of the Specific Plan, and a mitigation monitoring plan/program was
19 adopted by the Lead Agency, however, the District finds that none of the
20 mitigation measures are required for the operation and maintenance of the
21 proposed storm drain improvements.

22 **SECTION 2.** Approval of the Project. As required by State CEQA Guidelines Section
23 15096 and in its limited role as Responsible Agency under CEQA, the Board hereby approves the Project
24 as it relates to the Agreements.

25 **SECTION 3.** Notice of Determination. The Board hereby directs staff to file a Notice of
26 Determination with the Riverside County Clerk within five (5) working days of the approval of the
27 Agreements.
28

1 **SECTION 4.** Custodian of Records. The documents and materials that constitute the record
2 of proceedings on which these findings are based are located at the offices of the Clerk of the Board of
3 Supervisors for the District at 4080 Lemon Street, 1st Floor, Riverside, CA 92501 and the District Office,
4 1995 Market Street, Riverside, CA 92501.

5 **SECTION 5.** Execution of Resolution and Agreements. The Clerk of the Board shall sign
6 this Resolution and the Clerk shall attest and certify to the passage and adoption thereof.

7
8 **ROLL CALL:**

9 Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt
10 Nays: None
11 Absent: None
12 Abstained:

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

Kecia R. Harper, Clerk of said Board

By *Alicia Rasso*
Deputy



25
26
27
28

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt # 200300139

Lead Agency: MARCH JOINT POWERS AUTHORITY Date: 02/19/2003

County Agency of Filing: Riverside Document No: 200300139

Project Title: FOCUSED EIR MARCH BUSINESS CENTER SP


Project Applicant Name: MARCH JOINT POWERS AUTHORITY Phone Number: _____

Project Applicant Address: 3430 BUNDY AVE. #107 RIVERSIDE CA 92518-1504

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

<input checked="" type="checkbox"/> Environmental Impact Report	<u>\$850.00</u>
<input type="checkbox"/> Negative Declaration	_____
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	_____
<input type="checkbox"/> Project Subject to Certified Regulatory Programs	_____
<input checked="" type="checkbox"/> County Administration Fee	<u>\$64.00</u>
<input type="checkbox"/> Project that is exempt from fees (DeMinimis Exemption)	_____
<input type="checkbox"/> Project that is exempt from fees (Notice of Exemption)	_____
Total Received	<u>\$914.00</u>

Signature and title of person receiving payment: 

Notes:

Mustafa, Rohini

From: Moshref-Danesh, Leila
Sent: Thursday, December 24, 2020 2:01 PM
To: Rolle, Ann
Cc: Isita, Vanessa; Mustafa, Rohini; Miyasato, Rene
Subject: RE: MT14241, AATF - Perris Valley Village West (MS158, MS159)
Attachments: Agreement - Perris Valley Village West (MS 158-159)_AATF.pdf

Hi Ann!

Please see attached. I'm out next week but will keep an eye out for the MinuteTrak and will be able to clear it.

From: Rolle, Ann <amrolle@RIVCO.ORG>
Sent: Wednesday, December 23, 2020 1:57 PM
To: Moshref-Danesh, Leila <LMDanesh@RIVCO.ORG>
Cc: Isita, Vanessa <Valsita@Rivco.org>; Mustafa, Rohini <RoMustaf@rivco.org>; Miyasato, Rene <rmiyasat@rivco.org>
Subject: MT14241, AATF - Perris Valley Village West (MS158, MS159)

Happy Holidays Leila,

Enclosed is the pdf Agreement for approval as to legal form. The Agreement is tentatively scheduled to go to the Board of Supervisors on January 12, 2021. The District's Form 11 (MT Item No. 14241) is forthcoming for review and electronic approval as appropriate. Once the Agreement is approved as to legal form, please provide us with one (1) signature to the agreement so we can process to the Executive Office for placement on the agenda.

Charge No.: 139-0-4-01135-00-00-0000-000

Thanks,

Ann Marie Rolle

Senior Administrative Services Analyst
Riverside County Flood Control & Water Conservation District
Contract Services Section
1995 Market Street
Riverside, CA 92501
ph. 951.955.1243

****Please note email changed to: amrolle@rivco.org

Office Hours: Monday - Thursdays, 6:00am to 4:30pm

NOTE: Due to COVID-19, our offices are currently closed to the public, please contact me via telephone or email for your business needs.

NOTICE OF DETERMINATION

To: County Clerk
County of Riverside

Responsible Agency: **Riverside County Flood Control and Water Conservation District**
1995 Market Street
Riverside, CA 92501
Contact: Drew Marshall
951.955.4643

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202100117
02/02/2021 05:00 PM Fee: \$ 50.00
Page 1 of 1

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

Removed: By: Deputy


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

State Clearinghouse Number: 2002071089

Project Title: Cooperative Agreement for: Perris Valley – Village West Drive Storm Drain, Stage 1; Perris Valley – Village West Storm Drain, Stage 2; Perris Valley – Krameria Avenue Storm Drain, Stage 1; Perris Valley – Street M Storm Drain, Stage 1; Perris Valley – Krameria North Storm Drain; Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening and Miscellaneous No. 159 (South Campus Phase I) for Tract Map No. 30857-7.

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 southwest of the intersection of Van Buren Blvd and Village West Drive. It may be found in Township 3 South, Range 4 West, Section 27 of the Riverside East 7.5 Series USGS Topographic Quadrangle map at Latitude 33°52'55.48"N, Longitude 117°17'31.26"W.

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 (Agreement) with the March Joint Powers Authority (MJP), the County of Riverside (County) and Meridian Park, LLC (Developer). The Agreement sets forth the terms and conditions by which certain flood control facilities constructed by the Developer are to be operated and maintained by the District, County, MJP and the Developer. The District will assume ownership and responsibility for the operation and maintenance of mainline storm drains greater than 36 inches in diameter, as well as certain outlet structures and a portion of an access road.

CEQA Determination: Pursuant to CEQA, the Lead Agency, MJP, certified an Environmental Impact Report (EIR) for the March Business Center Specific Plan (SP-1) and the associated infrastructure and improvements in February 2003. The District, acting in its limited capacity as a Responsible Agency, has considered the SP-1 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 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 the project, 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: 12/14/2021
JASON E. UHLEY

AMR:bad
P8/235936

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

2021 FEB -9 AM 11:51

Receipt #: 21-51003

State Clearinghouse # (if applicable): 2002071089

Lead Agency: RIVERSIDE COUNTY FLOOD CONTROL AND WATER *Date:* 02/02/2021

County Agency of Filing: RIVERSIDE *Document No:* E-202100117

Project Title: FILING OF NOTICE OF DETERMINATION IN COMPLIANCE WITH SECTION 21152 OF THE PUBLIC

Project Applicant Name: RIVERSIDE COUNTY FLOOD CONTROL AND WATER *Phone Number:* (951) 955-4643

Project Applicant Address: 1995 MARKET STREET, RIVERSIDE, CA 92501

Project Applicant: LOCAL PUBLIC AGENCY

CHECK APPLICABLE FEES:

- Environmental Impact Report
- Negative Declaration
- Application Fee Water Diversion (State Water Resources Control Board Only)
- Project Subject to Certified Regulatory Programs
- County Administration Fee
- Project that is exempt from fees (DFG No Effect Determination (Form Attached))
- Project that is exempt from fees (Notice of Exemption)

Total Received \$50.00

Signature and title of person receiving payment  Deputy

Notes: FILING OF NOTICE OF DETERMINATION IN COMPLIANCE WITH SECTION 21152 OF THE PUBLIC RESOURCES CODE
FEE PAID ON 200300139 -02/19/2003 - NMO

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/24/2019 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660

DEPT ID: 947140 PROGRAM: _____

AMOUNT: \$50.00

REF:

CEQA NOTICE OF DETERMATION POSTING FOR MARCH BUSINESS CENTER SPECIFIC PLAN (SP-1)
(44101-137-0-3-90163)

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

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Irene Sibley Ext 51261

PRESENTED BY: DREW MARSHALL Ext 54643

CONTACT: KEVIN CUNNINGHAM Ext 51526

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: *Irene Sibley*

DATE: 10-24-19

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

COOPERATIVE AGREEMENT

Perris Valley – Village West Drive Storm Drain, Stage 1
Perris Valley – Village West Storm Drain, Stage 2
Perris Valley – Krameria Avenue Storm Drain, Stage 1
Perris Valley – Street M Storm Drain, Stage 1
Perris Valley – Krameria North Storm Drain
Project Nos. 4-0-00542, 4-0-00543, 4-0-00544 and 4-0-00545
Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening)
and Miscellaneous No. 159 (South Campus Phase I)
(Tract Map No. 30857-7)

This Cooperative Agreement ("Agreement"), dated as of January 26, 2021,
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"), 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"), together, "the Parties". The Parties
hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Miscellaneous No. 158 (MS 158) and
Miscellaneous No. 159 (MS 159), located in an unincorporated area of western Riverside County.
As a condition of approval for Tract Map No. 30857-7, DEVELOPER must construct certain
flood control facilities in order to provide flood protection and drainage for DEVELOPER's
planned development; and

B. The legal description of MS 158 and MS 159 are provided in Exhibit "A" attached
hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements for MS 158, as
shown in concept in blue on Exhibit "B" attached hereto and a part hereof, include construction
of:

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

- 1 -
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JAN 26 2021 4.3 + 3.31

(i) LINE A ("VILLAGE WEST, STAGE 1"), consisting of approximately 216 lineal feet of 8' (W) x 4' (H) reinforced concrete box and riprap outlet structure. At its upstream terminus, VILLAGE WEST, STAGE 1 will connect to the Perris Valley – Village West Storm Drain, Stage 2 facility. At its downstream terminus, VILLAGE WEST, STAGE 1 will drain to the MJPA's Van Buren Mitigation Channel, as shown on DISTRICT's Drawing No. 4-1110;

(ii) A portion of the maintenance access road located within DISTRICT held rights of way ("ACCESS ROAD"), as shown on DISTRICT's Drawing No. 4-1110; and

D. The required flood control facilities and drainage improvements for MS 159, as shown in concept on Exhibit "C" attached hereto and a part hereof and on DISTRICT Drawing Nos. 4-1111 and 4-1120, include construction of:

(i) LINE A ("VILLAGE WEST, STAGE 2"), consisting of approximately 1,574 lineal feet of underground storm drain system, as shown in concept in red on Exhibit "C". VILLAGE WEST, STAGE 2 will connect to the VILLAGE WEST, STAGE 1 facility;

(ii) LINE B ("KRAMERIA AVE, STAGE 1"), approximately 2,030 lineal feet of reinforced concrete pipe, as shown in concept in green on Exhibit "C";

(iii) LINE C ("STREET M, STAGE 1"), approximately 115 lineal feet of reinforced concrete pipe, as shown in concept in orange on Exhibit "C";

(iv) LINE D ("KRAMERIA AVE NORTH"), approximately 3,048 lineal feet of reinforced concrete pipe and its associated riprap outlet structure, as shown in concept in purple on Exhibit "C". At its downstream terminus, KRAMERIA AVE NORTH will outlet to the Meridian Conservation Area 1 and Conservation Area 2, which are owned in fee by MJPA and maintained by Rivers and Land Conservancy (RIVERS AND LAND); and

(vi) A portion of the maintenance access road located within DISTRICT held rights of way ("ACCESS ROAD"); and

E. Together VILLAGE WEST, STAGE 1; VILLAGE WEST, STAGE 2; KRAMERIA AVE, STAGE 1; STREET M, STAGE 1; KRAMERIA AVE NORTH and ACCESS ROAD are hereinafter called "DISTRICT FACILITIES"; and

F. Associated with the construction of DISTRICT FACILITIES is the construction of (i) a portion of the maintenance access road, as shown on Sheet 11 of DISTRICT's Drawing No. 4-1110; and (ii) certain catch basins, curbs and gutters, inlets, connector pipes and laterals that are 36" or less in diameter located within COUNTY held rights of way ("COUNTY FACILITIES"); and

G. Also associated with the construction of DISTRICT FACILITIES is the construction of (i) approximately 118 lineal feet of 7' (W) x 6' (H) to 7' (W) x 5' (H) reinforced concrete box, wingwall and associated riprap outlet structure; (ii) approximately 50 lineal feet of 7' (W) x 5' (H) reinforced concrete box culvert; and (iii) certain catch basins, inlets, laterals and connector pipes that are 36" or less in diameter located within MJPA held rights of way ("MJPA FACILITIES"). MJPA FACILITIES are to be owned by MJPA and maintained by the Landscaping and Lighting Maintenance District ("LLMD"). MJPA will enter into a separate agreement setting forth the particular provisions under which LLMD will operate and maintain MJPA FACILITIES within its right of way; and

H. Also associated with the construction of DISTRICT FACILITIES is the construction of certain catch basins, inlets, laterals and connector pipes that are 36" or less in diameter located within DEVELOPER held rights of way ("DEVELOPER FACILITIES"). DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER and

subsequently owned and maintained by the Private Property Owners for Tract Map No. 30857-7; and

I. Altogether, DISTRICT FACILITIES, COUNTY FACILITIES, MJPA FACILITIES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

J. On or about February 1, 2017, DISTRICT and DEVELOPER entered into two (2) Right of Entry and Inspection Agreements that authorize DEVELOPER to construct LINE A from Station 10+00 to Station 12+16; LINE A, STAGE 2; LINE B; LINE C; and LINE D. Pursuant to the Right of Entry and Inspection Agreements, DEVELOPER has constructed the aforementioned facilities; and

K. MJPA and RIVERS AND LAND have entered into that certain Conservation Easement Agreement dated January 13, 2014, as amended, to address the post-construction long-term operation and maintenance plan ("LTMP") for the Meridian Conservation Area 1 and Conservation Area 2; and

L. DISTRICT desires to be a third-party beneficiary to any LTMP or functionally equivalent documents for the operation and maintenance of VILLAGE WEST, STAGE 1 and KRAMERIA AVE NORTH; and

M. All Parties recognize and acknowledge that VILLAGE WEST, STAGE 1 and KRAMERIA AVE NORTH will not be accepted for ownership, operation and maintenance responsibilities by DISTRICT until DISTRICT has received and approved the LTMP or functionally equivalent documents and environmental permits for VILLAGE WEST, STAGE 1 and KRAMERIA AVE NORTH; and

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

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

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

Q. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (i) complies with this Agreement; (ii) obtains and conveys to DISTRICT all rights of way necessary for the operation and maintenance of DISTRICT FACILITIES as set forth herein; (iii) 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 DISTRICT FACILITIES, COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES and MJPA accepts ownership and responsibility for the operation and maintenance of MJPA FACILITIES; (iv) provides DISTRICT with any LTMP or functionally equivalent documents for operation and maintenance of VILLAGE WEST, STAGE 1 and KRAMERIA AVE NORTH; and (v) PROJECT is constructed in accordance with plans and specifications approved by DISTRICT, COUNTY and MJPA; and

R. COUNTY is willing to (i) grant DISTRICT the right to operate and maintain DISTRICT FACILITIES within COUNTY rights of way; and (ii) 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, MJPA and COUNTY; and

S. MJPA is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES; (ii) grant DISTRICT the right to operate and maintain DISTRICT FACILITIES within MJPA rights of way; and (iii) accept

ownership and responsibility for the operation and maintenance of MJPA FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT, COUNTY 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 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, COUNTY and MJPA. The bonds shall remain in full force and effect until PROJECT is accepted by DISTRICT, COUNTY and MJPA 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.
5. Obtain and provide DISTRICT (Attention: Real Estate Services 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 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).

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. Within two (2) weeks of execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements shall be provided to DISTRICT and MJPA. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in Exhibit "D", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

9. Upon acceptance by COUNTY of all street rights of way and upon acceptance by MJPA of all rights of way deemed necessary by DISTRICT, COUNTY and MJPA 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), including ingress and egress, for the rights of way as shown in concept cross-hatched in purple on Exhibit "E" attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT,

COUNTY and MJPA and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

10. At the time of recordation of the conveyance document(s) as set forth in Section 1.9., 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.

11. Accept ownership and sole responsibility 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; and (iii) MJPA accepts ownership and responsibility for operation and maintenance of MJPA FACILITIES.

12. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT FACILITIES until such time as DISTRICT FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance.

13. 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.

14. 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 with a redlined "record drawings" copy of engineering plans for DISTRICT FACILITIES. 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 DEVELOPER's engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

15. Prior to acceptance of DISTRICT FACILITIES, obtain the necessary permits, approvals or agreements as may be required by any federal, state or local resource and/or regulatory agency for the continuing operation and maintenance of the DISTRICT FACILITIES ("ONGOING REGULATORY PERMITS"). Upon completion of construction, DISTRICT FACILITIES may be considered jurisdictional or may otherwise require regulatory approvals and, therefore, may require ONGOING REGULATORY PERMITS in order to be maintained. ONGOING REGULATORY PERMITS 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. The DISTRICT will not accept DISTRICT FACILITIES until all required regulatory permits have been issued and transferred to the DISTRICT.

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 Agreement, record or cause to be recorded a copy of this 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. 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 Agreement.
4. 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 exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES 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 DISTRICT FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.
5. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete; (ii) DISTRICT receipt of stamped and signed "record drawings" of DISTRICT FACILITIES plans, as set forth in Section I.14.; (iii) recordation of all conveyance documents described in Section I.9.; (iv) receipt and approval of any LTMP or functionally

equivalent documents for operation and maintenance of VILLAGE WEST, STAGE 1 and KRAMERIA AVE NORTH; (v) COUNTY acceptance of COUNTY FACILITIES for ownership, operation and maintenance; (vi) MJPA acceptance of MJPA FACILITIES for ownership, operation and maintenance; and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

SECTION III

COUNTY shall:

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

2. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance and MJPA acceptance of the MJPA FACILITIES for ownership, operation and maintenance.

3. Upon DISTRICT 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

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. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
3. 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 operate and maintain DISTRICT FACILITIES.
4. Grant DISTRICT, by execution of this Agreement, the right to operate and maintain DISTRICT FACILITIES within MJPA rights of way.
5. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, 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 the DISTRICT for the operation and maintenance of DISTRICT FACILITIES.
6. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within MJPA 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 V

It is further mutually agreed:

1. All work involved with PROJECT shall be inspected by DISTRICT, COUNTY and MJPA but shall not be deemed complete until DISTRICT, COUNTY and MJPA mutually agree in writing that construction is completed in accordance with DISTRICT, COUNTY and MJPA 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 indemnify and hold harmless DISTRICT, COUNTY 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) 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 and MJPA (including 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 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 or MJPA.

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

4. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, COUNTY and MJPA, 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, COUNTY or MJPA, 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, COUNTY FACILITIES and MJPA FACILITIES after the acceptance of DISTRICT FACILITIES, COUNTY FACILITIES and MJPA FACILITIES by DISTRICT, COUNTY and MJPA, respectively.

5. Any waiver by DISTRICT, COUNTY or 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, COUNTY 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, COUNTY or MJPA from enforcement hereof.

6. This Agreement is to be construed in accordance with the laws of the State of California. If any provision in 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.

7. 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: Contract Services Section

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

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

MERIDIAN PARK, LLC
567 San Nicolas Drive Suite 270
Newport Beach, CA 92660
Attn: David O. Team

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 respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by any and all boards of directors, legal counsel or any other board, committee or other entity within their respective company(ies) 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 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.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

//

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

January 26, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: [Signature]
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: [Signature]
LEILA MOSHREF-DANESH
Deputy County Counsel

By: [Signature]
Deputy

(SEAL)

Cooperative Agreement w/ County of Riverside, March Joint Powers Authority and Meridian Park, LLC:
Perris Valley – Village West Drive Storm Drain, Stage 1
Perris Valley – Village West Storm Drain, Stage 2
Perris Valley – Krameria Avenue Storm Drain, Stage 1
Perris Valley – Street M Storm Drain, Stage 1
Perris Valley – Krameria North Storm Drain
Project Nos. 4-0-00542, 4-0-00543, 4-0-00544 and 4-0-00545
Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening) and Miscellaneous No. 159 (South Campus Phase I)
(Tract Map No. 30857-7)
11/23/2020
AMR:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: _____
MARK LANCASTER
Director of Transportation

By: Karen S. Spiegel
KAREN SPIEGEL, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: KBV
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: Yvonne Rasso
Deputy

(SEAL)

Cooperative Agreement w/ County of Riverside, March Joint Powers Authority and Meridian Park, LLC:
Perris Valley – Village West Drive Storm Drain, Stage 1
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Perris Valley – Krameria Avenue Storm Drain, Stage 1
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Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening) and Miscellaneous No. 159 (South Campus Phase I)
(Tract Map No. 30857-7)
11/23/2020
AMR:rlp

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: _____
MARK LANCASTER
Director of Transportation

By: _____
KAREN SPIEGEL, Chair
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 w/ County of Riverside, March Joint Powers Authority and Meridian Park, LLC:
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Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening) and Miscellaneous No. 159 (South Campus Phase I)
(Tract Map No. 30857-7)
11/23/2020
AMR:rlp

MARCH JOINT POWERS AUTHORITY

By: *Danielle M. Kelly*
DANIELLE M. KELLY, DPA
Executive Director

APPROVED AS TO FORM:

By: *[Signature]*
BEST, BEST & KRIEGER LLP
MIPA General Counsel

ATTEST:

By: *[Signature]*
CAREY L. ALLEN
Clerk, March Joint Powers Commission

(SEAL)



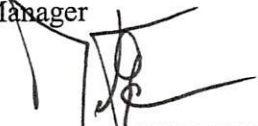
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(Tract Map No. 30857-7)
11/23/2020
AMR:rlp

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

(ATTACH NOTARY WITH CAPACITY STATEMENT)

**Notarial
Acknowledgment
Attached**

Cooperative Agreement w/ County of Riverside, March Joint Powers Authority and Meridian Park, LLC:
Perris Valley – Village West Drive Storm Drain, Stage 1
Perris Valley – Village West Storm Drain, Stage 2
Perris Valley – Krameria Avenue Storm Drain, Stage 1
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(Tract Map No. 30857-7)
11/23/2020
AMR:rlp

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On December 22, 2020 before me, Melissa A. Hill, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared David O. Team
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa A. Hill
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cooperative Agreement

Document Date: December 22, 2022 Number of Pages: 21

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David O. Team

Corporate Officer – Title(s): President

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Waypoint Property Group, LLC

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Exhibit A

LEGAL DESCRIPTION

Real property in the planning jurisdiction of the March Joint Powers Authority within the unincorporated territory of the County of Riverside, State of California, described as follows:

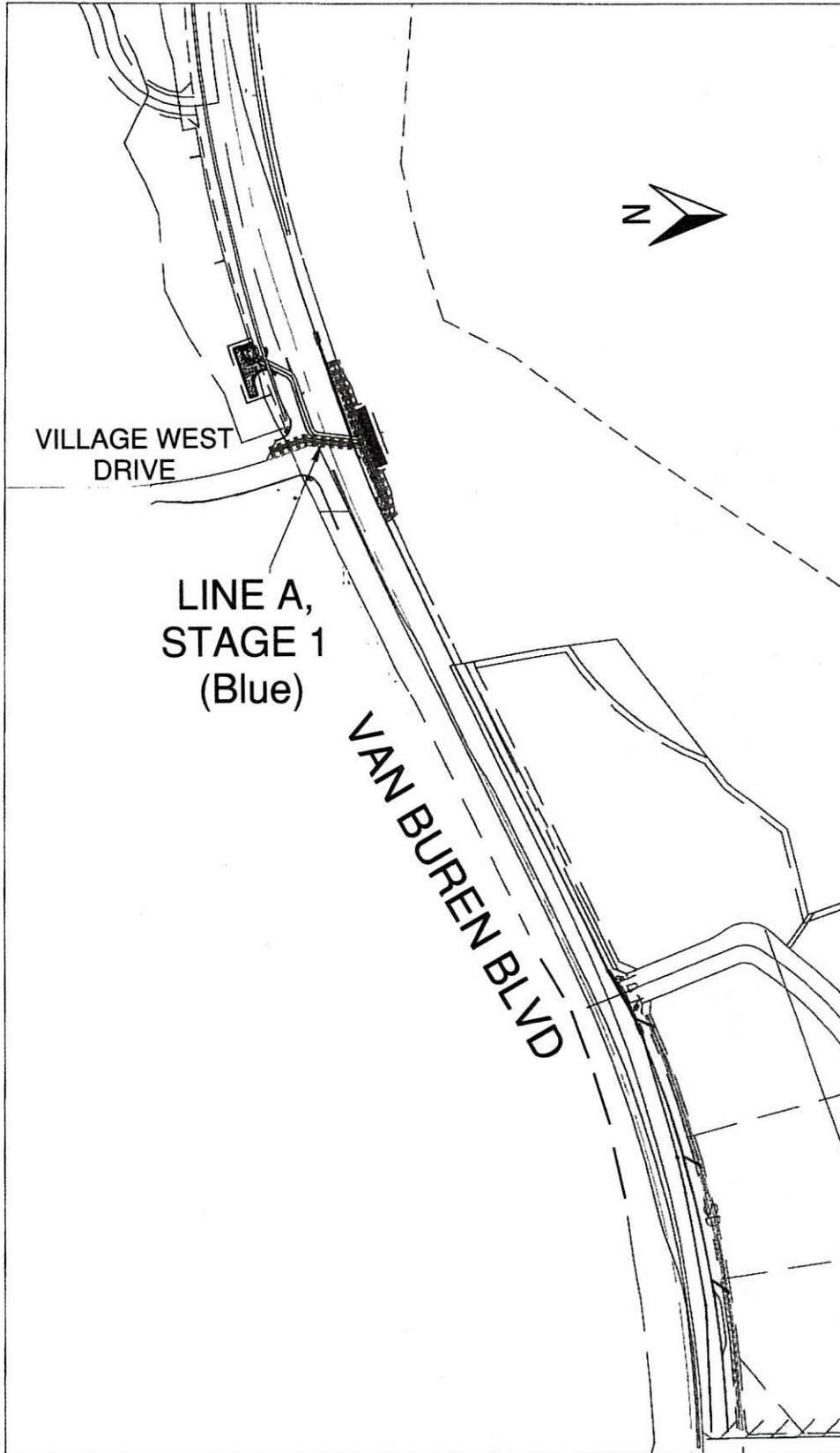
LOTS 1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18 AND 19 AND LETTERED LOTS A, B, C, D, E, F AND G OF TRACT MAP 30857-7 FILED IN BOOK 452 OF MAPS, PAGES 54 – 65 RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

APNs: 294-100-009, 294-100-010, 294-100-011, 294-100-012, 294-100-013, 294-100-014, 294-100-015, 294-120-024, 294-120-026, 294-120-027, 294-120-028, 294-120-029, 294-120-030, 294-120-031, 294-120-032, 294-120-033 and 294-230-034

COOPERATIVE AGREEMENT

Perris Valley – Village West Drive Storm Drain, Stage 1
Perris Valley – Village West Storm Drain, Stage 2
Perris Valley – Krameria Avenue Storm Drain, Stage 1
Perris Valley- Street M Storm Drain, Stage 1
Perris Valley – Krameria North Storm Drain
Project Nos. 4-0-00542, 4-0-00543, 4-0-00544 and 4-0-00545
Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening)
and Miscellaneous No. 159 (South Campus Phase I)
(Tract Map No. 30857-7)

EXHIBIT B



COOPERATIVE AGREEMENT

Perris Valley Village West Drive Storm Drain, Stage 1

Perris Valley Village West Storm Drain, Stage 2

Perris Valley Krameria Avenue Storm Drain, Stage 1

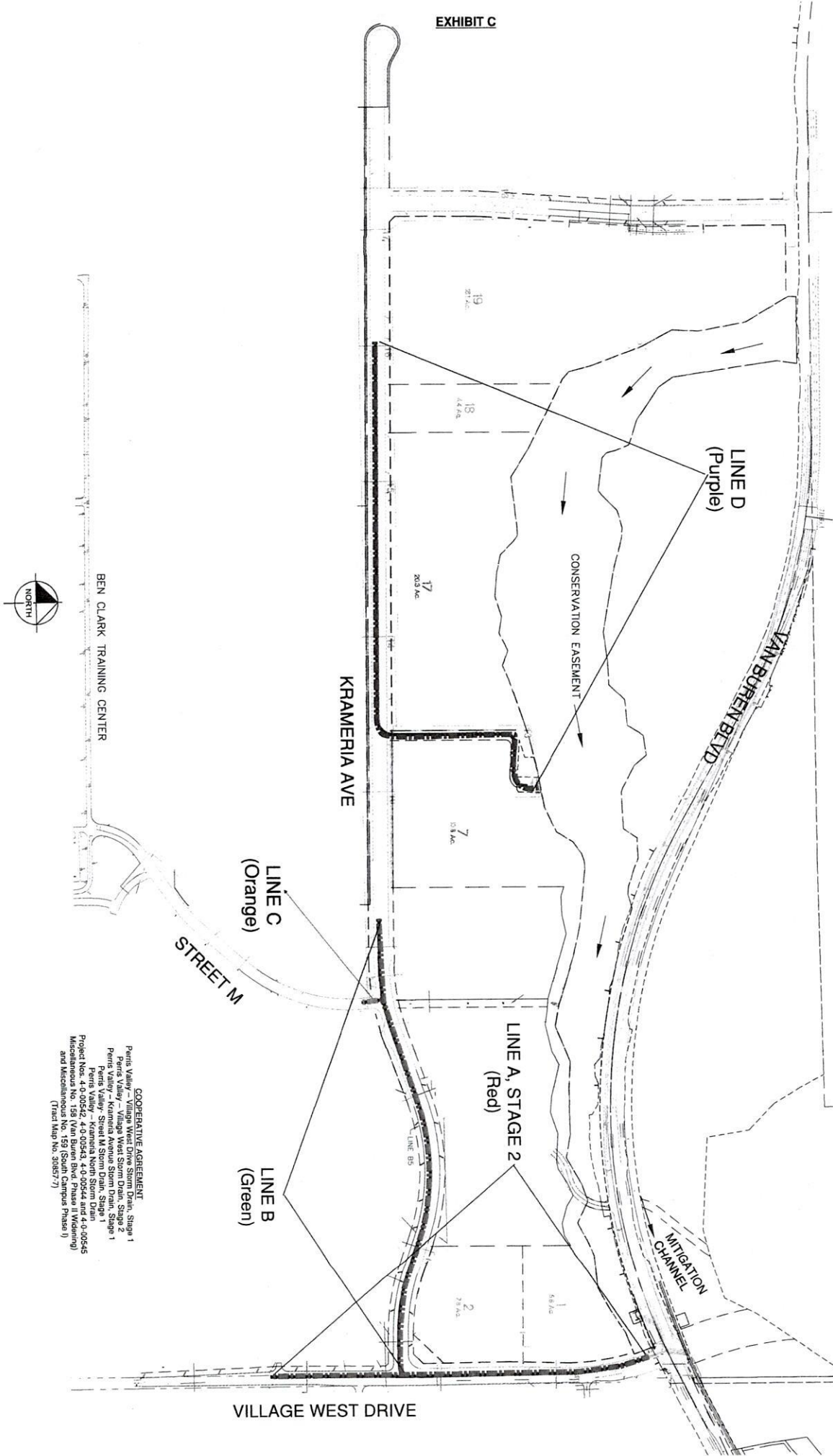
Perris Valley- Street M Storm Drain, Stage 1

Perris Valley Krameria North Storm Drain

Project Nos. 4-0-00542, 4-0-00543, 4-0-00544 and 4-0-00545

Miscellaneous No. 158 (Van Buren Blvd. Phase II Widening) and Miscellaneous No. 159 (South Campus Phase I)
(Tract Map No. 30857-7)

EXHIBIT C



COOPERATIVE AGREEMENT
 Perris Valley Village West Storm Drain, Stage 1
 Perris Valley - Village West Storm Drain, Stage 2
 Perris Valley - Krameria Avenue Storm Drain, Stage 1
 Perris Valley - Street M Storm Drain, Stage 1
 Perris Valley - Krameria Avenue Storm Drain 4.0-0545
 Miscellaneous No. 156 (Van Buren Blvd Phase II Widening)
 and Miscellaneous No. 157 (South Campus Phase I)
 (Tract Map No. 304577)

VILLAGE WEST DRIVE

EXHIBIT D

DISTRICT's Insurance Requirements is as follows:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT and MJPA 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 and MJPA as Additional Insureds.

COOPERATIVE AGREEMENT

Perris Valley – Village West Drive Storm Drain, Stage 1
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(Tract Map No. 30857-7)

EXHIBIT D

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

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

COOPERATIVE AGREEMENT

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EXHIBIT D

- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the

COOPERATIVE AGREEMENT

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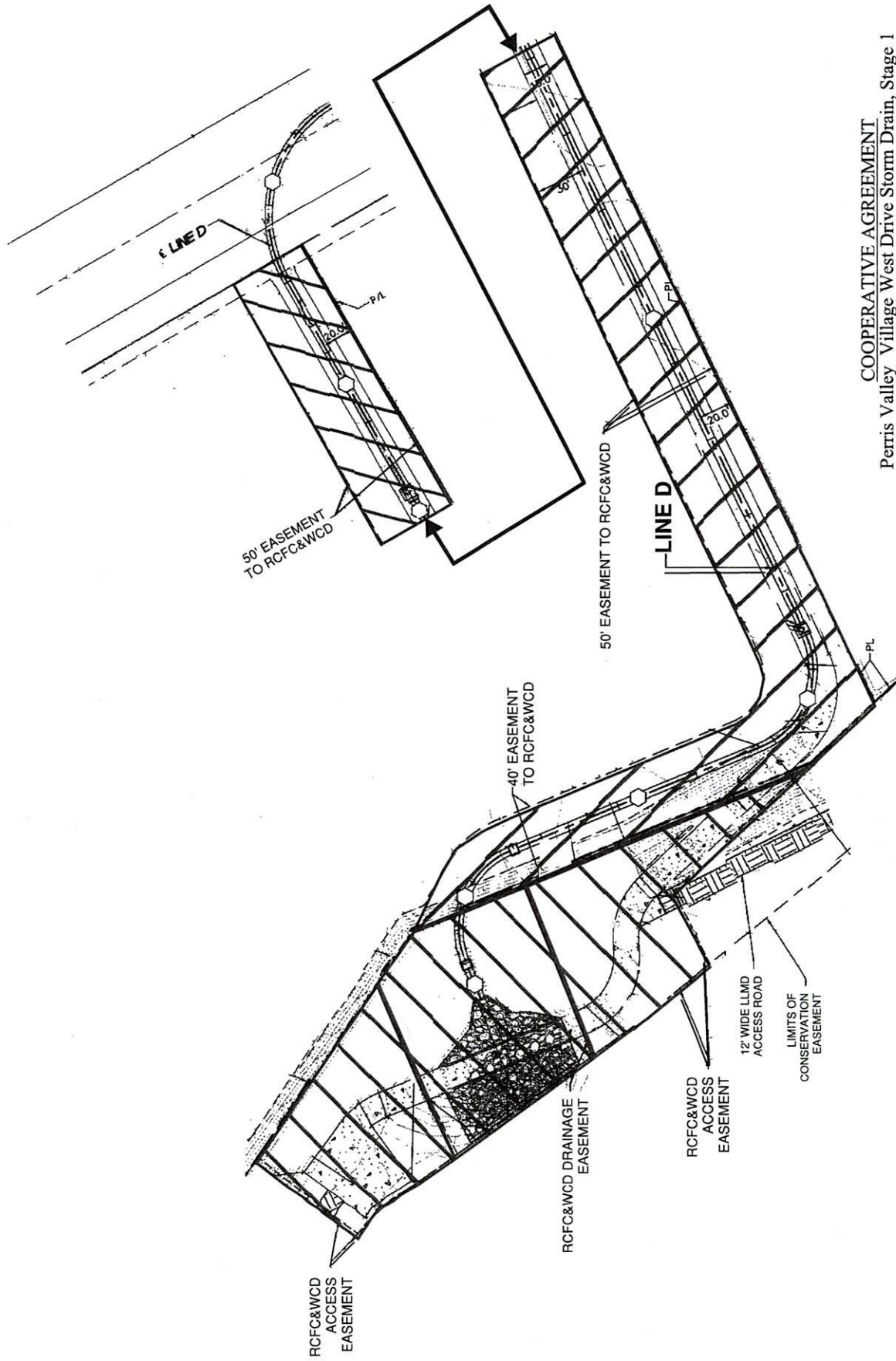
EXHIBIT D

- monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
 - i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COOPERATIVE AGREEMENT

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EXHIBIT E



COOPERATIVE AGREEMENT
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