

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



ITEM: 11.2  
(ID # 13905)

**MEETING DATE:**

Tuesday, June 08, 2021

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the March Joint Powers Authority and Riverside Inland Development, LLC for Perris Valley Channel – Lateral B, Stage 5; Perris Valley – Van Buren Blvd – I 215 – Lateral 1, Stage 1; and Perris Valley – Van Buren Blvd – I 215 – Lateral 3, Stage 1 and Perris Valley – Van Buren Blvd – I 215 – Lateral 4, Stage 1 (Parcel Map No. 37220), Project Nos. 4-0-00009-05, 4-0-00547, 4-0-00548 and 4-0-00549, CEQA Exempt, District 5. [\$0]

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

1. Find that the Cooperative Agreement and acceptance of the flood control facilities will not have a significant effect on the environment pursuant to the provisions of the California Environmental Quality Act (CEQA), and nothing further is required because all potentially significant environmental effects have been adequately analyzed in the Environmental Impact Report (EIR) (SCH # 2016081061) for PM 37220 and have been avoided or mitigated pursuant to the EIR, adopted on January 19, 2021 by the Lead Agency, March Joint Powers Authority;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the March Joint Powers Authority (MJPA) and Riverside Inland Development, LLC (Developer);

Continued on Page 2

**ACTION: Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/26/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, 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: June 8, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

3. Authorize the Chair to execute the Cooperative Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return four executed Cooperative Agreements to the District.

Continued on Page 3

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> The Developer is funding all construction and construction inspection costs (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> NA	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Parcel Map No. 37220 are to be constructed by Developer and inspected, operated and maintained by the District, MJPA and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way for the District's operation and maintenance of the referenced facilities. Upon completion of the drainage facilities' construction, Developer will assume ownership, operation and maintenance of the facilities in the interim until such time as the District assumes ownership, operation and maintenance in accordance with the terms and conditions as set forth in the Agreement. MJPA will assume ownership, operation and maintenance of the project's associated inlets, catch basins, connector pipes and laterals that are 36 inches or less in diameter located within MJPA's rights of way.

County Counsel has approved the Agreement as to legal form.

**Environmental Findings**

Pursuant to Section 15096 of the State CEQA Guidelines, the District, making responsible agency findings, has considered the Environmental Impact Report (EIR) prepared in conjunction with Parcel Map No. 37220. The District, in its limited capacity as a Responsible Agency, finds that the inspection and future acceptance, operation and maintenance of the facilities to be maintained by the District as described in the Agreement are adequately addressed by the EIR. The District's inspection and future acceptance, operation and maintenance of the proposed facilities will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA.

**Impact on Residents and Businesses**



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As noted above, construction of these improvements is a requirement for the development of Parcel Map No. 37220. The principal beneficiaries are the future tenants. Ancillary benefits will accrue to the public who will utilize the parcel's 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

RSM:blm  
P8/237602



Jason Farin, Principal Management Analyst

6/1/2021



Gregory P. Priamos, Director County Counsel

5/26/2021

## EXHIBIT D

**Perris Valley Channel Lateral B Stage 5 (Developer Agreement)**  
**Estimated Schedule**

	2021	2022	2023	2024	2025
Execute Development Agreement	▲ Jun 2021				
Construction Civil Plans to MJPA	▲ Jun 2021				
Approval of Mass Grading	▲ Jun 2021				
Stage 5: Begin Construction	▲ Aug 2021				
Stage 5: Secure Offsite Easement from USAF	▲	This milestone is at USAF discretion and can shift			
Stage 5: Complete Construction			▲	12 months after USAF grants offsite easement for Interim Outlet Structure	
Pay \$2.5 M for Stage 4 Storm Drain		▲	August 29, 2022		

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## Perris Valley Channel Lateral B Stage 5 (Developer Agreement) Estimated Schedule

	2021				2022				2023				2024				2025			
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August 29, 2022

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Pay \$2.5 M for Stage 4 Storm Drain			▲ August 29, 2022		

CLERK'S COPY

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

237478

COOPERATIVE AGREEMENT

Perris Valley Channel – Lateral B, Stage 5 (formerly known as Lateral B, Stage 2 (Segment 3))

Perris Valley - Van Buren Blvd - I 215 - Lateral 1, Stage 1

Perris Valley - Van Buren Blvd - I 215 - Lateral 3, Stage 1

Perris Valley - Van Buren Blvd - I 215 - Lateral 4, Stage 1

Project Nos. 4-0-00009-05, 4-0-00547, 4-0-00548, 4-0-00549

Parcel Map No. 37220

This Cooperative Agreement ("Agreement"), dated as of June 8, 2021

2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJPA"); and Riverside Inland Development, LLC, a California limited liability company ("DEVELOPER") (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. MJPA is the legal owner of record of certain real property located within the County of Riverside, as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

B. To facilitate development, MJPA entered into a certain Memorandum of Option Agreement on September 16, 2015 with Hillwood Enterprises L.P., a Texas limited partnership ("HILLWOOD") to grant HILLWOOD an exclusive option to negotiate with MJPA for the leasing of that certain real property. HILLWOOD assigned the Option Agreement to DEVELOPER pursuant to a certain Assignment Memorandum of Understanding dated December 28, 2015 between DEVELOPER and HILLWOOD. DEVELOPER wishes to develop within the real property and received approval from MJPA for Tentative Parcel Map PM 37220 on December 16, 2020.

C. The following are conditions of approval for Tentative Parcel Map PM 37220:

i. **Number 88(a)**, prior to issuance of any grading permit for the

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project site, evidence of the following shall be provided to the March Joint Powers Authority: DEVELOPER, MARB (USAF), DISTRICT and MJPA have signed an agreement providing for the schedule and cost of the Lateral B;

- ii. **Number 100**, prior to issuance of first certificate of occupancy DEVELOPER must complete the construction of Lateral B Stage 2 (Segment 3)<sup>1</sup> including interim outfall structure, fence and access road, and have them accepted by DISTRICT for maintenance, or as approved by MARB (USAF). As-built drawings for all drainage, fence and access road improvements shall be furnished to MARB (USAF);
- iii. **Number 120**, prior to issuance of any grading permit to be issued by the MJPA for the project site, evidence of the following shall be provided to the Executive Director of MJPA that DEVELOPER, MARB (USAF), DISTRICT and MJPA have signed an agreement, providing for the schedule and cost of the Lateral B;
- iv. **Number 128**, prior to issuance of any grading permit to be issued by the MJPA for the project site, DEVELOPER must construct Lateral B, Stage 2 (Segment 3) channel prior to issuance of a building permit, and
- v. **Number 131**, prior to the issuance of a certificate of occupancy, DEVELOPER must complete Lateral B, Stage 2 (Segment 3) to

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<sup>1</sup> Note: Lateral B Stage 2 (Segment 3) is also known as Lateral B, Stage 5.



include Interim Outfall Structure construction.

Accordingly, DEVELOPER must construct certain flood control facilities, including Lateral B, Stage 5, in order to provide flood protection and drainage for DEVELOPER's planned development; and

D. The required flood control facilities and drainage improvements, all as shown on DISTRICT's Drawing No. 4-1158, and as shown in concept on Exhibit "B", attached hereto and made a part hereof, and includes the construction of:

- i. Approximately 6,000 lineal feet of underground storm drain ("Perris Valley Channel – Lateral B, Stage 5") as shown in concept in red on Exhibit "B", attached hereto and made part thereof, hereinafter called "MAINLINE"; and
- ii. Approximately 100 lineal feet of underground storm drain ("Perris Valley – Van Buren Blvd – I 215 – Lateral 1, Stage 1") as shown in concept in blue on Exhibit "B" and its associated inlet structure, hereinafter after called "LATERAL 1"; and
- iii. Approximately 130 lineal feet of underground storm drain ("Perris Valley – Van Buren Blvd – I 215 – Lateral 3, Stage 1") as shown in concept in magenta on Exhibit "B", and its associated inlet structure, hereinafter after called "LATERAL 3"; and
- iv. Approximately 140 lineal feet of underground storm drain ("Perris Valley – Van Buren Blvd – I 215 – Lateral 4, Stage 1") as shown in concept in purple on Exhibit "B", and its associated inlet structure, hereinafter after called "LATERAL 4"; and
- v. All safety devices requested by DISTRICT staff during

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. Together, MAINLINE, LATERAL 1, LATERAL 3, LATERAL 4 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES is the construction of interim downstream outlet structure which consists of rock lined open channel, maintenance road and access road, hereinafter called "INTERIM OUTLET STRUCTURE" as shown in concept in green polygon on Exhibit "B" which shall be located within the property of and the March Air Reserve Base, an United Stated Air Force Reserve Component installation, hereinafter referred to as "USAF", acting by and through the Commander, 452nd Air Mobility Wing. DEVELOPER shall maintain or cause to be maintained the INTERIM OUTLET STRUCTURE which shall be secured and abandoned when the construction of the ultimate downstream facility, Perris Valley Channel – Lateral B, Stage 4 ("ULTIMATE DOWNSTREAM FACILITY") is completed by DISTRICT pursuant to a Separate Instrument between MJPA, USAF and DISTRICT ("SEPARATE INSTRUMENT").

F. Also associated with the construction of DISTRICT FACILITIES is the construction of certain connector pipes and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within MJPA held easements or rights of way ("APPURTENANCES"); and

G. Together, DISTRICT FACILITIES, INTERIM OUTLET

STRUCTURE and APPURTENANCES are hereinafter called "PROJECT"; and

H. DISTRICT is willing to: (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii) 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 MJPA approved plans and specifications, (c) obtains and conveys to DISTRICT and MJPA the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and APPURTENANCES, (d) secures offsite easements to construct INTERIM OUTLET STRUCTURE from USAF in accordance with USAF approved procedures and requirements, (e) pays a fair share contribution to MJPA in the amount of Two and a Half Million Dollars (\$2,500,000) toward the construction of "ULTIMATE DOWNSTREAM FACILITY" in accordance with PM 37220's approved conditions of approval, and (f) 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 as set forth herein; and

I. MJPA is willing to (i) review and, if appropriate and consistent with approvals, approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept DEVELOPER's fair share contribution in accordance with the conditions of approval approved by MJPA for PM 37220, (iv) accept and hold faithful performance and payment bonds submitted by DEVELOPER for PROJECT, (v) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within MJPA rights of way, and (vi) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed

in accordance with plans and specifications approved by DISTRICT and MJPA.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and MJPA standards, and submit to DISTRICT and MJPA for their respective review and approval.
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. Additionally, DEVELOPER shall pay MJPA, within thirty (30) days after receipt of periodic billings from MJPA, any and all such amounts as are deemed reasonably necessary by MJPA to cover MJPA's costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of right of way and conveyance documents, and iii) the processing and administration of this Agreement.
3. Grant DISTRICT, by execution of this Agreement, the right to enter upon PM 37220 where necessary and convenient for the purpose of gaining access to, and performing inspection service for the construction of PROJECT as set forth herein.
4. Prior to the issuance of occupancy permit by MJPA, deposit with MJPA DEVELOPER's fair share contribution in the amount of Two and a Half Million



Dollars (\$2,500,000) in accordance with the conditions of approval for PM 37220.

5. Provide MJPA, not less than thirty (30) business days before the commencement of construction, with faithful performance and payment bonds in accordance with the MJPA's ordinances for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of APPURTENANCES as determined by MJPA. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT (Attention: Contract Services Section) and MJPA. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and MJPA as complete.

6. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, upon DISTRICT approval of IMPROVEMENT PLANS, 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, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

7. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

8. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said

construction schedule as requested by DISTRICT.

9. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and MJPA's approval.

10. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and MJPA have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in **EXHIBIT "C"**, 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.

11. 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 (Attention: Real Estate Services Section) and MJPA, upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) days prior to recordation of the final map for PM 37220 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and MJPA. DEVELOPER shall prepare the real estate document(s) required for DISTRICT FACILITIES which shall be in a form mutually approved by MJPA and DISTRICT. The real estate document(s) and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deeds. The rights of way required to maintain DISTRICT FACILITIES are shown in concept in cross-hatched polygons on Exhibit "E", attached hereto and made a part hereof.

12. [INTENTIONALLY DELETED]

13. [INTENTIONALLY DELETED]

14. Furnish DISTRICT (Attention: Plan Check Section) and MJPA each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and MJPA respectively.

15. Notify DISTRICT in writing (Attention: Construction Management Section) after receiving DISTRICT's plan check, administrative, and right of way clearance for PROJECT as set forth in Sections I.5 through I.14, with twenty (20) days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and MJPA have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to

commence construction of PROJECT.

16. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and MJPA 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").

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

18. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPER, MJPA and DISTRICT employees on the site.

19. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and MJPA approved IMPROVEMENT PLANS, and according to the Project Schedule ("PROJECT SCHEDULE") as provided in Exhibit "D" attached hereto and made a part hereof.

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

21. [INTENTIONALLY DELETED]



22. Maintain, or cause to be maintained, INTERIM OUTLET STRUCTURE until such time as DISTRICT completes construction of ULTIMATE DOWNSTREAM FACILITY as set forth in Recital E.

23. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES and APPURTENANCES until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, (ii) MJPA accepts ownership and responsibility for operation and maintenance of APPURTENANCES.

24. Upon completion of PROJECT construction but prior to DISTRICT's 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 DISTRICT FACILITIES plans "Record Drawings".

25. 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.

26. 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.

## 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 MIPA 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. [INTENTIONALLY DELETED]
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 associated with DISTRICT FACILITIES, 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.5., exceeds such costs, 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.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "Record Drawings" of PROJECT plans, as set forth in Section I.23., (iv) MJPA acceptance of APPURTENANCES for ownership, operation, and maintenance, (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

9. 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 is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

10. Provide MJPA reproducible duplicate copy of "Record Drawings" of constructed DISTRICT FACILITIES along with a written notice that PROJECT is complete and requesting MJPA to release bonds held for DISTRICT FACILITIES upon; (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "Record Drawings" of DISTRICT FACILITIES plans as set forth in Section I.23.

### SECTION III

MJPA shall:

1. Review IMPROVEMENT PLANS and approve when MJPA has determined that such plans meet MJPA standards and are found acceptable to MJPA prior



to the start of PROJECT construction.

2. Allocate DEVELOPER's fair share contribution as set forth in Section I.4 towards MJPA's contribution toward ULTIMATE DOWNSTREAM FACILITY in accordance with SEPARATE INSTRUMENT.

3. Accept MJPA and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.5., and hold said bonds as provided herein. MJPA shall not release said bonds until DISTRICT provides MJPA with a reproducible duplicate copy of "Record Drawings" and written notification as set forth in Section II.11.

4. Inspect PROJECT construction.

5. [INTENTIONALLY DELETED]

6. [INTENTIONALLY DELETED]

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

8. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, provide DISTRICT with duly executed easement(s) to the public for flood control and drainage purposes, including ingress and egress, or grant deed(s) of fee title where appropriate, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES, as appropriate. The real estate documents, such as legals and plats required for easement(s) or grant deed(s) shall be prepared by DEVELOPER as set forth in Section I.11 and shall be in a form mutually approved by MJPA and DISTRICT.

9. At the time of recordation of the conveyance document(s) as set forth in Section I.8.ii, 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 fee 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), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

10. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.

11. Upon DISTRICT and MJPA 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 IV

It is further mutually agreed:

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

2. MJPA and DEVELOPER personnel may observe and inspect all work being done on DISTRICT FACILITIES, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control

communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after DEVELOPER has secured offsite easements necessary to construct INTERIM OUTLET STRUCTURE from USAF. 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 MJPA the penal sum of any and all bonds. In which case, MJPA shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.15. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.15.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to

DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.6. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

6. 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. 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 to work the additional hours. The request shall be submitted to DISTRICT 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 at its sole discretion and shall be final. If permission is granted by DISTRICT, 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.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, the MIPA, their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees,

agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, 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, contractors, 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 arising from the performance of DEVELOPER, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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), the Indemnitees in any claim, proceeding or action for which indemnification is required.

With respect to any action or claim subject to indemnification herein by DEVELOPER, 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 and MJP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

DEVELOPER's indemnification obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT and MJP the appropriate form



of dismissal (or similar document) relieving DISTRICT 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 the Indemnitees herein 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 the Indemnitees to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and MJPA (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 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 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 PROJECT, after the acceptance of PROJECT by MJPA.

9. Any waiver by any party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or

other breach of the same or of any other term hereof. Failure on the part of any party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping such party from enforcement hereof.

10. 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 CONSERVATION DISTRICT

1995 Market Street  
Riverside, CA 92501

Attn: Contract Services Section

MARCH JOINT POWERS  
AUTHORITY

14205 Meridian Parkway, #140  
Riverside, CA 92518

Attn: Executive Director

RIVERSIDE INLAND DEVELOPMENT, LLC

901 Via Piemonte, Suite 175  
Ontario, CA 91764

Attn: John Magness

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

12. 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.

13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no

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

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

15. In the event DEVELOPER assigns PM 37220 to another entity, DEVELOPER shall notify DISTRICT and MJPA of any such transfer or assignment in writing no later than 30 days from the date of the 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 until DISTRICT, MJPA, DEVELOPER and the new developer(s) of PM 37220 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of PM 37220.

16. 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.

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

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

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**[SIGNATURES ON FOLLOWING PAGES]**



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

June 8, 2021

(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~~  
Michelle Chack  
Chief Deputy County Counsel

By Michelle Raso  
Deputy

(SEAL)

[SIGNED IN COUNTERPART]

Perris Valley Channel – Lateral B, Stage 5  
04/06/21  
RSM:blm

## MARCH JOINT POWERS AUTHORITY

By   
DANIELLE M. KELLY, DPA  
Executive Director

APPROVED AS TO FORM:

By   
BEST, BEST & KRIEGER LLP  
MIPA General Counsel

ATTEST:

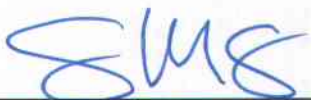
By   
CAREY L. ALLEN  
Clerk, March Joint Powers Commission

(SEAL)



Perris Valley Channel – Lateral B, Stage 5  
04/06/21  
RSM:blm

**RIVERSIDE INLAND DEVELOPMENT, LLC,**  
a California limited liability company

By:   
Name: SCOTT MORSE  
Title: Vice President

(ATTACH NOTARY)

Perris Valley Channel – Lateral B, Stage 5  
04/06/21  
RSM:blm



**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 San Bernardino }

On May 20, 2021 before me, Christine Lynn Buckle, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Scott Morse  
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.

Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## Exhibit A

### **LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREON IS SITUATED IN THE CITY OF UNINCORPORATED AREA COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION SECTIONS 25, 26, 35 AND 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN AS PARCEL 11 ON MAP FILED IN BOOK 110, PAGES 30 TO 40 INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 30° 06' 59" WEST 670.29 FEET IN THE EASTERLY BOUNDARY OF SAID PARCEL 11, SAID SOUTHERLY TERMINUS ALSO BEING A POINT ON THE NORTHERLY LINE OF PARCEL MAP NO. 8698, AS PER MAP FILED IN BOOK 37, PAGE 90, OF PARCEL MAPS IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 53' 52" WEST 117.66 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 30° 09' 25" WEST 124.78 FEET TO A LINE PARALLEL WITH 108.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 89° 53' 52" WEST 1955.75 FEET TO THE EASTERLY BOUNDARY OF CALIFORNIA STATE ROUTE 215, AS SHOWN ON CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP 45680 ON FILE IN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION;

THENCE ALONG SAID EASTERLY BOUNDARY NORTH 19° 22' 23" WEST 4259.32 FEET;

THENCE LEAVING SAID EASTERLY BOUNDARY NORTH 77° 53' 09" EAST 120.23 FEET;

THENCE SOUTH 17° 20' 22" EAST 24.72 FEET; THENCE NORTH 75° 40' 21" EAST 81.83 FEET;

THENCE SOUTH 45° 37' 50" EAST 766.67 FEET;

THENCE NORTH 52° 14' 06" EAST 614.61 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 30° 07' 27" WEST 3507.80 FEET IN THE BOUNDARY OF THE "MARCH AIR RESERVE BASE" AS SHOWN ON MAP FILED IN BOOK 124, PAGES 69 TO 81 INCLUSIVE OF SAID RECORDS OF SURVEY;

THENCE ALONG SAID LAST MENTIONED BOUNDARY AS FOLLOWS: SOUTH 30° 07' 25" EAST 3507.87 FEET;

THENCE SOUTH 49° 46' 59" WEST 73.50 FEET;

THENCE SOUTH 39° 57' 49" EAST 421.43 FEET;

THENCE SOUTH 30° 06' 29" EAST 670.22 FEET TO THE POINT OF BEGINNING.

### COOPERATIVE AGREEMENT

Perris Valley Channel – Lateral B, Stage 5  
Perris Valley - Van Buren Blvd - I 215 - Lateral 1, Stage 1  
Perris Valley - Van Buren Blvd - I 215 - Lateral 3, Stage 1  
Perris Valley - Van Buren Blvd - I 215 - Lateral 4, Stage 1  
Project Nos. 4-0-00009-05, 4-0-00547, 4-0-00548, 4-0-00549  
Parcel Map No. 37220



# EXHIBIT B

INTERIM OUTLET  
STRUCTURE  
GREEN  
POLYGON

WYOMING HWY 215

VAN BUREN BLVD

MAINLINE (Perris Valley Channel - Lateral B, Stage 5)

RED

LATERAL 4  
4' X 12' RCB

PURPLE

(Perris Valley - Van Buren Blvd - I 215 - Lateral 4, Stage 1)

LATERAL 3 (Perris Valley - Van Buren Blvd - I 215 - Lateral 3, Stage 1)

4' X 12' RCB

MAGENTA

LATERAL 1  
4' X 12' RCB

BLUE

(Perris Valley - Van Buren Blvd - I 215 - Lateral 1, Stage 1)

## 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

Perris Valley Channel Lateral B Stage 5 (Developer Agreement)

	2021	2022	2023	2024	2025
Execute Development Agreement	▲ Jun 2021				
Construction Civil Plans to MIPA	▲ Jun 2021				
Approval of Mass Grading	▲ Jun 2021				
Stage 5: Begin Construction	▲ Aug 2021				
Stage 5: Construction	5 months				
Stage 5: Complete Construction	Nov 2021 ▲				
Pay \$2.5 M for Stage 4 Storm Drain		▲ August 29, 2022			



# EXHIBIT E

