

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.36  
(ID # 18440)

**MEETING DATE:**

Tuesday, March 22, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Cooperative Agreement Between the County of Riverside, Riverside County Flood Control and Water Conservation District and Mead Valley Industrial, LLC for Perris Valley MDP – Lines E-10 and F, Stage 5 (Plot Plan No. 180038), Project No. 4-0-00492, Nothing Further is Required Under CEQA, District 1. [\$0] (Companion Item to MT Item No. 18416)

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

1. Find that nothing further is required under CEQA because all potentially significant environmental effects associated with execution of the Cooperative Agreement have been analyzed in an Environmental Impact Report No. 466 (CEQ180128) that was previously certified by the Lead Agency (County of Riverside);
2. Approve the Cooperative Agreement between the County of Riverside (County), Riverside County Flood Control and Water Conservation District (District) and Majestic Freeway Business Center, LLC (Developer);
3. Authorize the Director of Transportation or designee to take all necessary steps to implement the Cooperative Agreement including, but not limited to negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
4. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the County.

**ACTION:Policy**

  
Mark Lancaster, Director of Transportation 2/24/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 22, 2022  
xc: Trans., Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(Companion Item 11.1)

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STATE OF CALIFORNIA**

<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> Developer Funded 100%. No General Funds will be used on this project.			<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 Plot Plan No. 180038, are to be constructed by Developer and inspected, operated and maintained by the District and Developer.

The County will hold bonds for faithful performance, labor and material and accept Irrevocable Offers of Dedication on behalf of the District.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection, and subsequent operation and maintenance of Perris Valley MDP – Lines E-10 and F, Stage 5 facility.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system which is 60 inches in diameter and associated safety devices. The Developer will assume ownership and responsibility for the operation and maintenance of the connector pipes and laterals that are 36 inches or less in diameter located within private property.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Flood Control and Water Conservation agenda this same date.

**Environmental Findings**

The County previously approved the Environmental Impact Report No. 466 (CEQ180128) prepared for the Perris Valley MDP – Lines E-10 and F, Stage 5 (Plot Plan No. 180038), Project No. 4-0-00492. The County acting as the CEQA lead agency finds that the inspection, acceptance, operation, and maintenance as described in the Agreement are adequately addressed by the Environmental Impact Report No. 466 (CEQ180128). The terms of ownership, operation, and maintenance between the County and District as described in this Agreement will

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STATE OF CALIFORNIA**

not have a significant impact on the environment. Therefore, no further analysis is required under CEQA.

**Impact on Residents and Businesses**

Construction of these drainage improvements is a requirement for the development of Plot Plan No. 180038. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

**Additional Fiscal Information**

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

**ATTACHMENTS:**

Vicinity Map  
Cooperative Agreement



Jason Farin, Principal Management Analyst

3/15/2022



Gregory L. Priarios, Director County Counsel

3/8/2022



COOPERATIVE AGREEMENT  
Perris Valley MDP – Lines E-10 and F, Stage 5  
Project No. 4-0-00492-05  
Plot Plan No. 180038

This Cooperative Agreement ("Agreement"), dated as of MAR 22 2022, 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, on behalf of its Transportation Department ("COUNTY"), and Majestic Freeway Business Center, LLC, a Delaware limited liability company ("DEVELOPER"). DISTRICT, COUNTY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. The legal descriptions of Plot Plan No. 180038 are provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Plot Plan No. 180038, located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for the proposed development of Plot Plan No. 180038, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 4-1182, and as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, include the construction of the following:

- i. Line F ("PERRIS VALLEY MDP – LINES E-10 AND F, STAGE 5"), which is comprised of approximately 661 lineal feet of sixty (60") inch diameter reinforced concrete pipe, as shown in concept in



blue. PERRIS VALLEY MDP – LINES E-10 AND F, STAGE 5 will connect to an existing 60" inch diameter reinforced concrete pipe as shown on DISTRICT Drawing No. 4-0638 at its downstream terminus and continue east and connect to an existing 60" inch diameter reinforced concrete pipe as shown on DISTRICT Drawing No. 4-0652 at the upstream terminus.

- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.
- iii. Together, PERRIS VALLEY MDP – LINES E-10 AND F, STAGE 5 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of certain eighteen inch (18") lateral storm drains located within DEVELOPER rights of way ("DEVELOPER FACILITIES"); and

E. Together, DISTRICT FACILITIES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

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

G. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved

plans and specifications; (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES, as set forth herein; and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein; and

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

NOW, THEREFORE, in consideration of the preceding recitals, which are true and correct and incorporated into the term of this Agreement and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and COUNTY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar 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 (i) the review and approval of IMPROVEMENT PLANS; (ii) the review and approval of rights of way and conveyance documents; (iii) the processing and administration of this Agreement; and (iv) construction inspection costs. Additionally, DEVELOPER shall pay COUNTY, within thirty (30) calendar

days after receipt of periodic billings from COUNTY, any and all such amounts as are deemed reasonably necessary by COUNTY to cover COUNTY 's costs associated with (i) the review and approval of right of way and conveyance documents; (ii) the processing and administration of this Agreement; and (iii) construction inspection costs.

3. Grant DISTRICT and COUNTY, by execution of this Agreement, the right to enter upon DEVELOPER's property 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. Provide COUNTY, upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Plot Plan No. 180038 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with Ordinance No. 460 of COUNTY, including any amendments thereto, for the estimated cost of construction of DISTRICT FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, upon DISTRICT's 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.

6. 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.

7. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT 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 or COUNTY.

8. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS and prior to commencing construction of PROJECT, 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 COUNTY's approval.

9. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and COUNTY 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 DISTRICT's 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.

10. 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 construction, inspection, operation and maintenance of PROJECT. Upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Plot Plan No. 180038 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention: Plan Check Services Section) and COUNTY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as determined and approved by DISTRICT and COUNTY.

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

12. Furnish DISTRICT (Attention: Plan Check Services Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., with Preliminary Reports on Title dated not more than thirty (30) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

13. Furnish DISTRICT (Attention: Plan Check Section) and COUNTY each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and COUNTY, respectively, prior to the start on any portion of PROJECT construction.

14. Notify DISTRICT (Attention: Construction Management Section) and COUNTY in writing after receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.1 through I.13, with twenty (20) calendar 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 and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

15. Prior to commencing construction, obtain and furnish DISTRICT (Attention: Plan Check Section) and COUNTY each 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").

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

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



18. Construct or cause to be constructed PROJECT, at DEVELOPER's sole cost and expense, in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

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

20. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT 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 COUNTY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in cross-hatched on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and COUNTY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20, 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.

22. Accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES. DEVELOPER shall continue to own, operate and maintain DEVELOPER 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.

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

24. 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.

25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT or the quality of the work, 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. [INTENTIONALLY DELETED]
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the County of Riverside Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Inspect construction of DISTRICT FACILITIES.
6. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated (i) with the review and approval of IMPROVEMENT PLANS; (ii) the review and approval of right of way and conveyance documents; and (iii) the processing and administration of this Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) calendar 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. Provide COUNTY with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT



construction as being complete; and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.23.

9. 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) recordation of all conveyance documents described in Section I.20.; (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.

10. 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.

11. Provide COUNTY with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete; and (ii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.23.

### SECTION III

COUNTY shall:

1. [INTENTIONALLY DELETED]
2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of Ordinance No. 460 of COUNTY, including any amendments thereto, as set forth in Section I.4., for the estimated

cost for construction of DISTRICT FACILITIES as determined by DISTRICT and hold said bonds as provided herein. The surety, amount and form of the bonds shall list DISTRICT and COUNTY as obliges, be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from COUNTY.

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. [INTENTIONALLY DELETED]

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

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

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

8. Upon completion of PROJECT construction, 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, to the rights of way as shown in concept in "cross-hatched" on Exhibit "D".

9. [INTENTIONALLY DELETED]

10. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by COUNTY 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 COUNTY but shall not be deemed complete until DISTRICT and COUNTY mutually agree in writing that construction is completed in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

2. DISTRICT and COUNTY 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 DISTRICT FACILITIES.

3. If DEVELOPER fails to commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement, 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 for the PROJECT and require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for any DISTRICT costs incurred to perform the remaining work to complete the PROJECT.

4. If DEVELOPER fails to complete construction of PROJECT within nine (9) months after commencement of construction of PROJECT, 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.14. 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) calendar days of receipt of DEVELOPER's complete written notice as set forth in Section I.14.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. 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.5., 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) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

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

8. DEVELOPER shall indemnify and hold harmless DISTRICT and COUNTY (including each of 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 referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of DEVELOPER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its officers, employees, subcontractors, agents or representatives from this Agreement. DEVELOPER shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.



9. 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 may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT and COUNTY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein.

10. DEVELOPER's obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal relieving DISTRICT and COUNTY from any liability for the action or claim involved.

11. 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.

12. In the event there is conflict between this clause and California Civil Code Section 2782, this clause 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.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY (including each of 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 DISTRICT or COUNTY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) of DEVELOPER 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 by DEVELOPER after the acceptance of DISTRICT FACILITIES by DISTRICT.

14. 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 estopping such Party from enforcement hereof.

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

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

To COUNTY: COUNTY OF RIVERSIDE  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Transportation Department  
Plan Check Section

To DEVELOPER: MAJESTIC FREEWAY BUSINESS, LLC  
13191 Crossroads Parkway North, 6<sup>th</sup> Floor  
City of Industry, CA 91746  
Attn: Matthew Vawter

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to

be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. 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.

18. 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.

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

20. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect. In the event DEVELOPER sells Plot Plan No. 180038, DEVELOPER shall notify DISTRICT and COUNTY of any such transfer or assignment in writing no later than (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT and COUNTY, DEVELOPER and the new owner(s) of Plot Plan No. 180038 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Plot Plan No. 180038.

21. 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.

22. 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.

23. 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


March 27, 2022

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

By   
KAREN SPIEGEL, Chair  
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   
AARON GETTIS  
Supervising Deputy County Counsel

By   
Deputy

(SEAL)

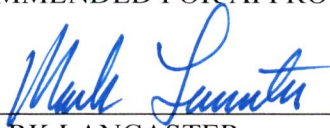
[Signed in Counterpart]

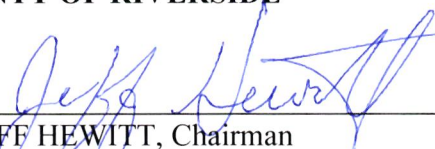
Cooperative Agreement:  
Perris Valley MDP – Lines E-10 and F, Stage 5  
Project No. 4-0-00492-05  
Plot Plan No. 180038  
RSM:blm  
02/092022



RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
MARK LANCASTER  
Director of Transportation


By   
JEFF HEWITT, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
STEPHANIE K. NELSON  
Deputy County Counsel

By   
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:  
Perris Valley MDP – Lines E-10 and F, Stage 5  
Project No. 4-0-00492-05  
Plot Plan No. 180038  
RSM:blm  
02/092022

**MAJESTIC FREEWAY BUSINESS CENTER, LLC,**  
a Delaware limited liability company,

BY:           Majestic Oakwood, LLC,  
              a Delaware limited liability company,  
              Its Operating Manager

BY:           Majestic Realty Co.,  
              a California corporation,  
              Manager's Agent

BY:  \_\_\_\_\_ 

ITS:           EDWARD P. ROSKI, JR  
                  President and Chairman of the Board

(ATTACH WITH NOTARY CAPACITY)

[Signed in Counterpart]

Cooperative Agreement:  
Perris Valley MDP – Lines E-10 and F, Stage 5  
Project No. 4-0-00492-05  
Plot Plan No. 180038  
RSM:blm  
02/092022

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 Los Angeles )

On February 14, 2022, before me, Linda J. Casey, Notary Public, personally appeared EDWARD P. ROSKI, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

A 24.00 FOOT WIDE STRIP OF LAND OVER A PORTION OF PARCEL "A" OF PARCEL MERGER No. 2100001, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED ON AAAAA 00, 2021 AS INSTRUMENT No. 2021-0000000, AND A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT No. 5435, RECORDED DECEMBER 27, 2012 AS INSTRUMENT No. 2012-0631047, BOTH OF OFFICIAL RECORDS IN SAID COUNTY, THE CENTERLINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWESTERLY TERMINUS OF A LINE SHOWN ON SAID PARCEL MERGER, BEING THE SOUTHEASTERLY RIGHT-OF-WAY OF MARKHAM STREET, SAID LINE HAVING A BEARING OF N71°28'44"E AND A LENGTH OF 50.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE, N71°28'44"E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 61.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 73°02'48", AN ARC LENGTH OF 77.77 FEET TO **THE TRUE POINT OF BEGINNING**;

THENCE N73°22'00"E, A DISTANCE OF 125.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'13", AN ARC LENGTH OF 14.26 FEET;

THENCE S88°28'48"E, A DISTANCE OF 465.10 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°08'35", AN ARC LENGTH OF 26.82 FEET;

THENCE S54°20'12"E, A DISTANCE OF 31.46 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°54'59", AN ARC LENGTH OF 12.14 FEET;

THENCE S85°15'11"E, A DISTANCE OF 0.81 FEET TO THE EASTERLY LINE OF SAID PARCEL "A" AND THE TERMINUS OF SAID STRIP.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE RIGHT OF WAY LINE OF SAID MARKHAM STREET ON THE WEST END, AND SO AS TO TERMINATE AT THE EASTERLY LINE OF SAID PARCEL "A" ON THE EAST END OF SAID STRIP.

SAID PARCEL CONSISTS OF 16,246 SQUARE FEET, MORE OR LESS.

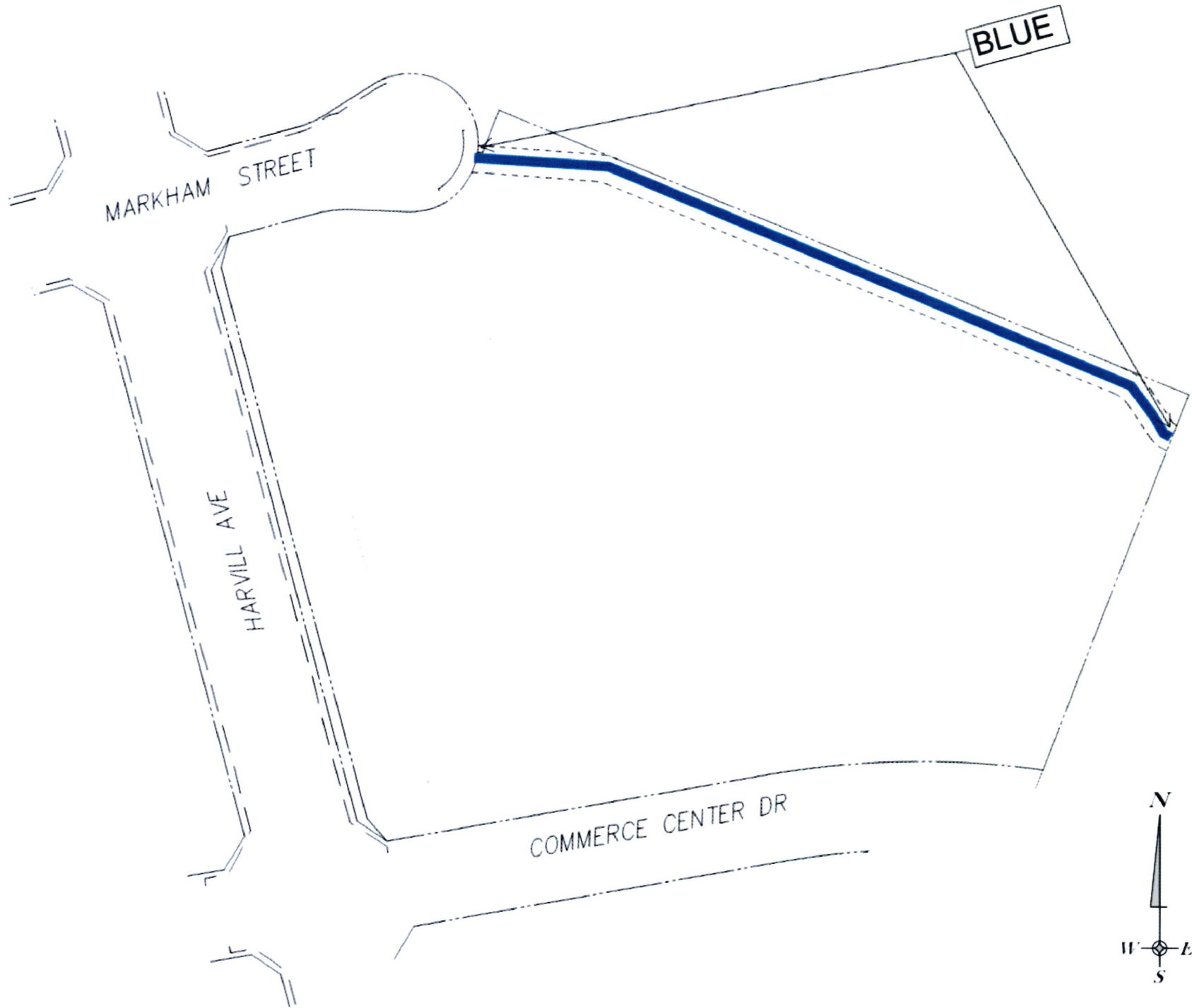
SHOWN ON EXHIBIT "B" ATTACHED  
HERETO AND MADE A PART HEREOF.

  
CARLOS URENA      P.L.S. 8234      1/18/2022





# EXHIBIT B



## EXHIBIT C

DISTRICT's Insurance Requirements is 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 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 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:

## EXHIBIT C

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 \$1,000,000 per occurrence and \$2,000,000 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

## EXHIBIT C

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.
- 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

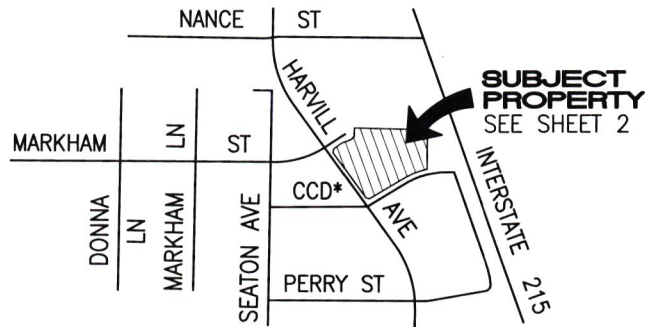
## EXHIBIT C

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 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.

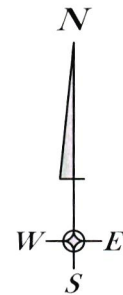


# EXHIBIT D PLAT PUBLIC STORM DRAIN EASEMENT



\*CCD DENOTES COMMERCE CENTER DR

VICINITY MAP  
NOT TO SCALE

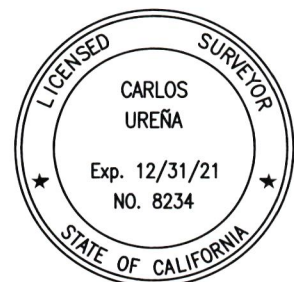


## LINE TYPE LEGEND

- PROPOSED BOUNDARY
- EXISTING EASEMENTS
- - - - - CENTERLINES
- RIGHT OF WAY LINES

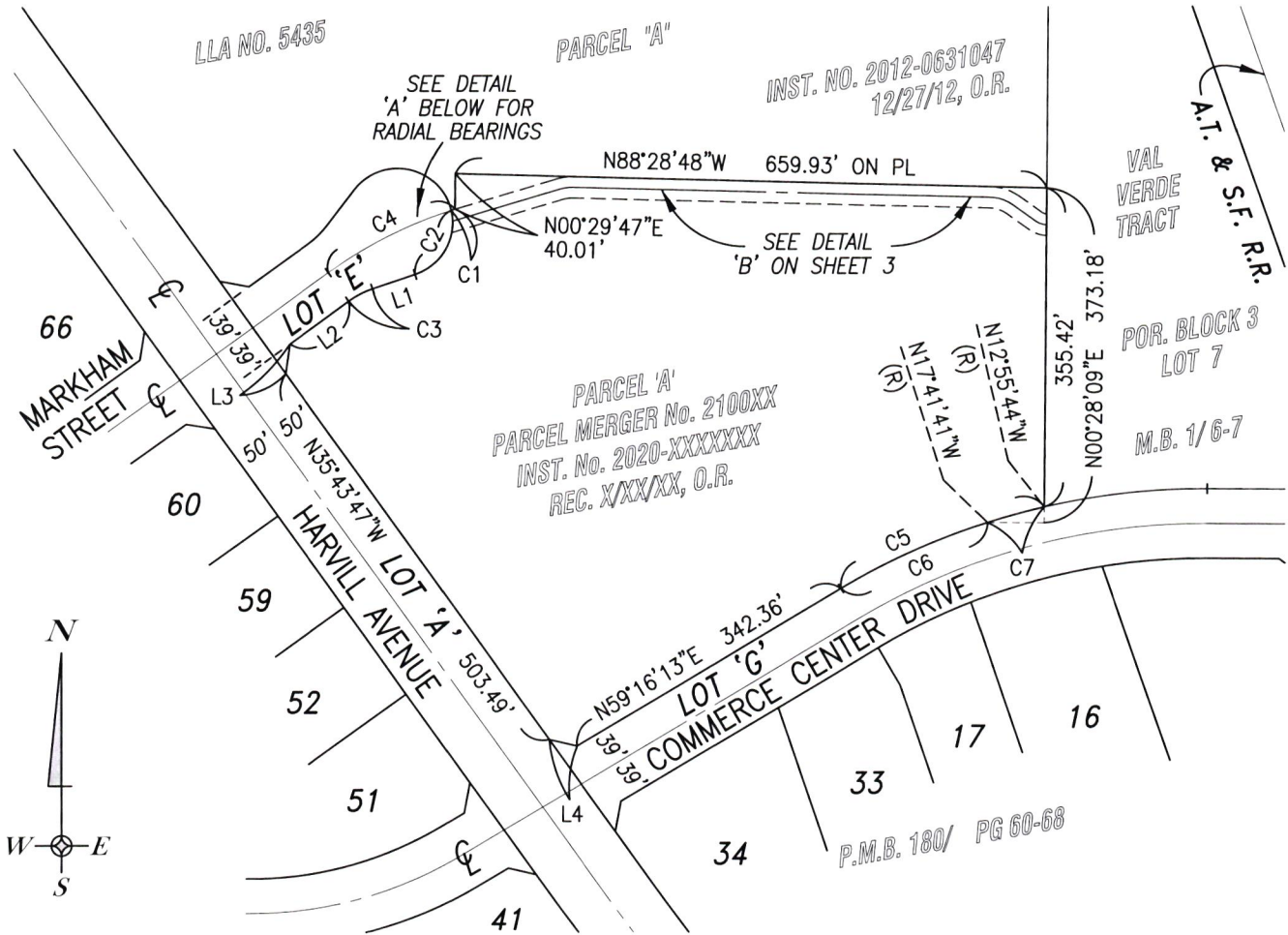
RECORD OWNER: MAJESTIC FREEWAY BUSINESS CENTER, LLC  
 ADDRESS: 13191 CROSSROADS PKWY N. 6TH FLOOR  
 PREPARED BY: PBLA ENGINEERING, INC.  
 ADDRESS: 1809 E. DYER ROAD, SUITE 301  
 SANTA ANA, CA 92705  
 (888) 714-9642 x2003

ASSESSOR'S PARCEL NUMBERS: 314-110-073  
 314-260-018  
 314-270-024 & 025



*Carlos Ureña* 11/21/22  
 CARLOS UREÑA LS 8234 EXP. 12-31-21 DATE

# EXHIBIT D PLAT PUBLIC STORM DRAIN EASEMENT

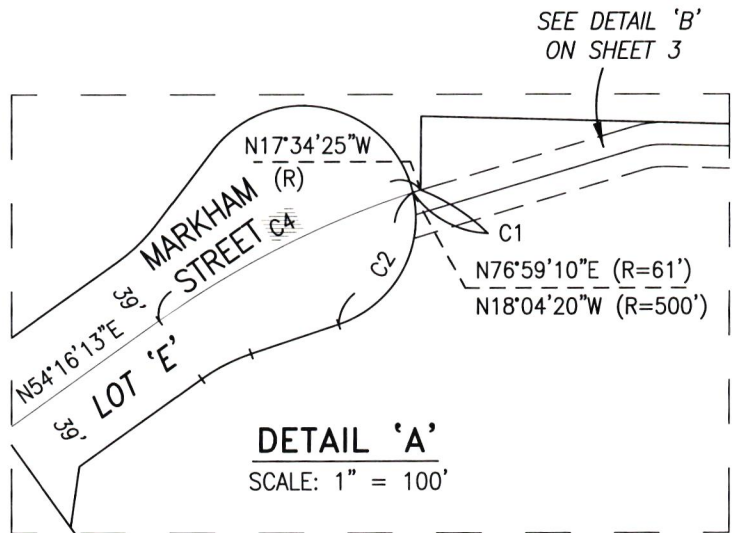


**LINE DATA**

NO.	BEARING	DISTANCE
L1	N71°28'44"E	50.00'
L2	N54°16'13"E	81.11'
L3	N08°03'05"E	33.24'
L4	N76°53'59"W	31.76'

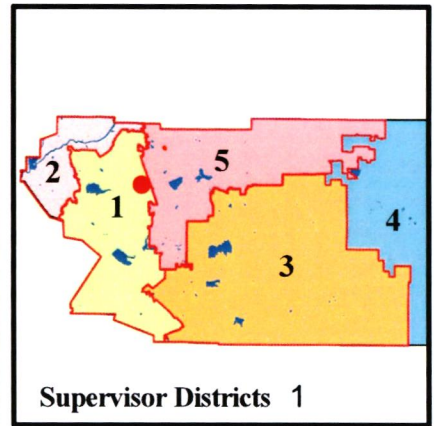
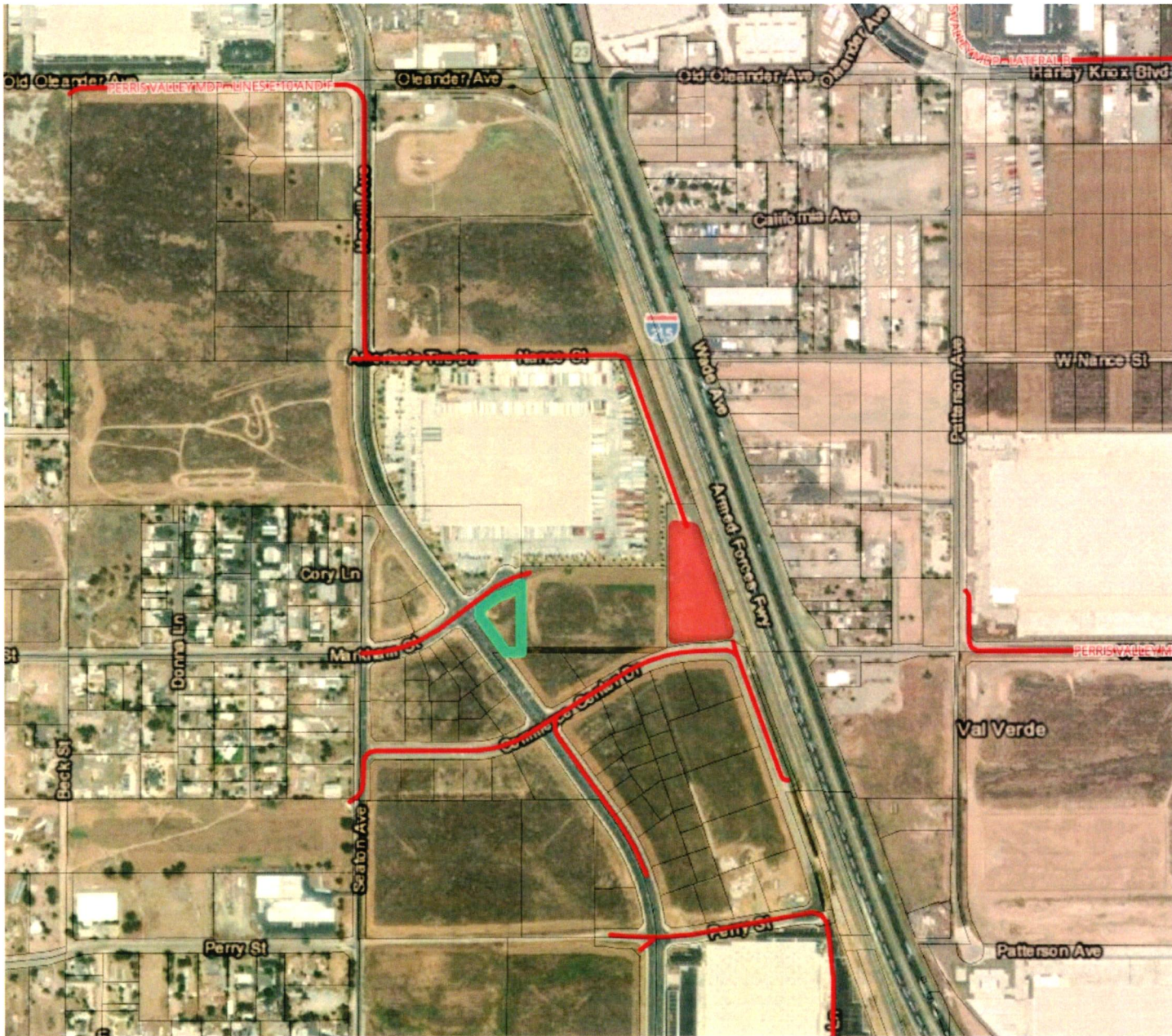
**CURVE DATA**

NO.	RADIUS	DELTA	LENGTH
C1	461.00'	00°29'55"	4.35'
C2	61.00'	84°29'37"	89.96'
C3	100.00'	17°12'31"	30.03'
C4	500.00'	18°09'22"	158.44'
C5	789.00'	17°48'03"	245.13'
C6	789.00'	13°02'06"	179.50'
C7	789.00'	04°45'57"	65.63'
C8	61.00'	73°02'48"	77.77'



SEE DETAIL 'B'  
ON SHEET 3





Supervisor Districts 1

**LEGEND:**

- Project Vicinity
- Existing District Facilities

**DESCRIPTION:**

Perris Valley MDP – Lines E-10 and F, Stage 5  
 Project No. 4-0-00492-05  
 Plot Plan No. 180038



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
 Perris Valley MDP – Lines E-10 and F, Stage 5  
 Supervisorial District 1

VICINITY  
 MAP

## Boydd, April

---

**From:** Dave <dave@seesdev.com>  
**Sent:** Tuesday, March 22, 2022 12:56 PM  
**To:** COB  
**Subject:** County Board of Supervisor's meeting  
**Attachments:** Perris Letter\_County Board 032222.docx

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it may concern,

Please find the attached comments related to Item 3.36 on the Board's agenda.

Thanks,

**David See**

President

See's Development Advisors



**SEE'S**

DEVELOPMENT ADVISORS LLC

Cell: 562-514-5881

P.O. Box 8489

Long Beach, CA 90808

[dave@seesdev.com](mailto:dave@seesdev.com)

[www.seesdev.com](http://www.seesdev.com)





March 22, 2022

Riverside County Board of Supervisors  
County of Riverside  
4080 Lemon Street  
Riverside, CA 92501

**RE: Comment Letter  
County Board of Supervisor's Meeting  
Item 3.36: Cooperative Agreement Between the County of Riverside, Riverside County Flood  
Control and Water Conservation District and Mead Valley Industrial, LLC for Perris Valley MDP**

To Whom it may concern,

I am representing the owner of the property at 1275 Markham Street in the City of Perris. My client's property is located east of the property (across the I-215 Freeway) which is being reviewed by the County under Item No. 3.36. The owner has the following concerns relating to the subject cooperative agreement on the agenda:

- A storm drain culvert currently exists underneath the I-215 Freeway
- The culvert allows storm drain runoff from the subject property, which is currently vacant, in addition to the surrounding vacant properties, to the privately-owned properties east, including my client's property
- Development of the subject site will decrease the amount of pervious surface and increase the amount of impervious surface, thereby increasing the amount of runoff onto the private properties east of the I-215 Freeway
- Increasing the amount of impervious surface to develop the properties west of the I-215 Freeway would place an undue burden on other private properties in the area
- We believe that storm drain mitigation should be more thoroughly addressed through the CEQA review process, and that mitigation measures should be included in the CEQA documentation
- We believe that the development of any properties west of the I-215 Freeway should reduce the amount of runoff onto other private properties (divert more runoff into the public storm drain system)

For any questions related to the above comments, please feel free to call or email me anytime. Thank you for your time and consideration.

Regards,

A handwritten signature in cursive script that reads "David See".

David See  
President  
See's Development Advisors

## Boydd, April

---

**From:** cob@rivco.org  
**Sent:** Monday, March 21, 2022 6:38 PM  
**To:** COB; jimbaker10@aol.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.



First Name: James  
Last Name: Baker  
Address (Street, City and Zip): 4181 Green Ave., Los Alamitos CA 90720  
Phone: 7147170600  
Email: jimbaker10@aol.com  
Agenda Date: 03/22/2022  
Agenda Item # or Public Comment: 3.36  
State your position below: Support  
Comments: Dear Supervisors,

Our property is located downstream from this project. This project, along with other previously installed flood control projects, significantly increases the run-off of storm water onto our property. This is all being done without the proper easements and infrastructure to carry the water around or through our property. Please protect our property rights and reject this agreement!

The Perris Valley Specific Plan rezoned our property from "Light Industrial " to "Potential Basin" in 2012. Flood control has had 10 years to determine if this basin is needed on our property. We have waited long enough!

Clearly, flood control needs this basin. Currently, there is a massive amount of water designed to flow onto our property. Flood control has completed the design and engineering of this basin on our property. Infrastructure has already been installed to carry this water away from our property. This can no longer be called a "Potential Basin".

1st District, Supervisor Jefferies and 5th District, Supervisor Hewitt, we ask for your assistance in this matter. We have been working with The City of Perris. Currently, the City says that it is up to us to do a new engineering study to determine if flood control actually needs this basin, to determine if the size of the basin could be reduced and/or to move the basin to another property. We are not in the flood control business, and we are not developers. Flood control has a plethora of very intelligent individuals and engineers who know very well if they need this basin. We need your help! Thank you!

Attachments

(Must be .pdf, [2022-03-22 hearing comments RCBOS JB.pdf](#)  
.doc, or .docx):

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220322 . You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**



## Boydd, April

---

**From:** cob@rivco.org  
**Sent:** Monday, March 21, 2022 1:46 PM  
**To:** COB; monarch575@cox.net  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



**First Name:** Mark  
**Last Name:** Carlisle  
**Address (Street, City and Zip):** 4181 Green Ave., Los Alamitos CA 90720  
**Phone:** 949-636-8416  
**Email:** monarch575@cox.net  
**Agenda Date:** 03/22/2022  
**Agenda Item # or Public Comment:** 3.36 #18440  
**State your position below:** Oppose  
**Comments:** Dear Supervisors,

My brother, Jim Baker and I own the property with assessor parcel numbers 314-120-017 & 314-120-002. This is the property located between Patterson Ave. & 215 FWY and is adjacent to the Amazon warehouse located at Patterson Ave. & W. Markham St., in the City of Perris. Our property is downstream from Project No. 4-0-00492-05 aka Perris Valley MDP- Lines E-10 and F, Stage 5. This proposed project, along with multiple previously installed flood control projects, gather, focus and increase run-off water volume, dispersing it onto our property without an easement. This massive increase in water volume goes far beyond what was previously allowed to drain onto our property via natural flow. We strongly request that you do no harm and reject this cooperative agreement for this project.

Flood control is holding our property hostage by refusing to make a decision regarding the installation of the proposed basin F on our property. Because of this, the City of Perris will not allow us to develop our property, and we cannot sell it for its fair market value, depriving us of our full economic use.

We respectfully ask the Board to take one of following actions regarding this agreement:

**Action 1:** Do not approve this agreement today. Please take more time to fully understand the impacts of this agreement on our property. Please direct flood control to obtain an easement and install the necessary infrastructure on our property before starting this project.

Action 2: Accept this agreement today with the condition that flood control must, within 30 days, make a final determination regarding the need of the Basin F on our property, and within 60 days initiate either the purchase of our property for the proposed Basin F, or initiate the removal of the proposed Basin F from our property so that we may sell it for its full economic value.

The project in this agreement, along with previously installed projects, connects the flow of run-off water to the nearby (3) three-acre detention basin located in District #1. In the event of rain fall, this basin must be emptied within 48 hours. From there, the water flows south and then under the freeway onto our property located in District #5. When the water reaches our property, there are no pipes or channels to direct the water. Contaminated run-off seeps directly into our soil. If a strong storm occurred today, a massive amount of water will flow from the detention basin in District #1 and disperse onto our property in District #5. This increased water dispersion onto our property will be far greater than the original natural flow, and therefore requires an easement.

The upstream developments have reduced the amount of permeable land resulting in increased man-made run-off. Flood control should not be allowed to illegally dump this run-off onto our property without the proper easements and infrastructure.

Our family has owned this property since 1977. We leased to the Farmer Boys Restaurant until highway 215 cut off access to the property. Unfortunately, the business failed, and Farmers Boys vacated. The property is now leased to a church for a nominal amount. We continue to have numerous calls from developers wanting to buy the property, but we cannot sell the property for its full value with it zoned as a basin. Our deceased, Korean War Veteran father had planned to sell this property and to pay for his (4) four granddaughters to go to college. Because we have not been able sell this property, our children have used student loans to finance their education. My brother and I have been private preschool owner/operator for 40 years. The State of California is implementing free childcare and is putting us out of business. With our business failing, we are being forced to retire. This property is our retirement nest egg. We ask for your immediate assistance in this matter.

Please act now so no further harm is done! Thank you for your consideration.

Attachments  
(Must be .pdf,  
.doc, or .docx):

[2022-03-21 RCBOS 18440 18416 comment map corrected.pdf](#)

**Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220322 . You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.**

## Boydd, April

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**From:** cob@rivco.org  
**Sent:** Sunday, March 20, 2022 7:45 PM  
**To:** COB; heathercarlisle@mac.com  
**Subject:** Board comments web submission

**CAUTION:** This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



**First Name:** Heather  
**Last Name:** Carlisle  
**Address (Street, City and Zip):** 4181 Green Ave., Los Alamitos CA 90720  
**Phone:** 949-291-9659  
**Email:** heathercarlisle@mac.com  
**Agenda Date:** 03/22/2022  
**Agenda Item # or Public Comment:** Agenda Items: 35. #18440, Transportation and Land Management Agency/Transportation: Approval of Cooperative agreement...Perris Valley MDP – Lines E-10 and F, Stage 5.  
**State your position below:** Oppose  
**Comments:** Dear Supervisors,

My brother, Jim Baker and I own the property with assessor parcel numbers 314-120-017 & 314-120-002. This is the property located between Patterson Ave. & 215 FWY and is adjacent to the Amazon warehouse located at Patterson Ave. & W. Markham St., in the City of Perris. Our property is downstream from Project No. 4-0-00492-05 aka Perris Valley MDP- Lines E-10 and F, Stage 5. This proposed project, along with multiple previously installed flood control projects, gather, focus and increase run-off water volume, dispersing it onto our property without an easement. This massive increase in water volume goes far beyond what was previously allowed to drain onto our property via natural flow. We strongly request that you do no harm and reject this cooperative agreement for this project.

Flood control is holding our property hostage by refusing to make a decision regarding the installation of the proposed basin F on our property. Because of this, the City of Perris will not allow us to develop our property, and we cannot sell it for its fair market value, depriving us of our full economic use.

We respectfully ask the Board to take one of following actions regarding this agreement:

**Action 1:** Do not approve this agreement today. Please take more time to fully understand the impacts of this agreement on our property. Please direct flood control to obtain an easement and install the necessary infrastructure on our property before starting this project.

Action 2: Accept this agreement today with the condition that flood control must, within 30 days, make a final determination regarding the need of the Basin F on our property, and within 60 days initiate either the purchase of our property for the proposed Basin F, or initiate the removal of the proposed Basin F from our property so that we may sell it for its full economic value

The project in this agreement, along with previously installed projects, connects the flow of run-off water to the nearby (3) three-acre detention basin located in District #1. In the event of rain fall, this basin must be emptied within 48 hours. From there, the water flows south and then under the freeway onto our property located in District #5. When the water reaches our property, there are no pipes or channels to direct the water. Contaminated run-off seeps directly into our soil. If a strong storm occurred today, a massive amount of water will flow from the detention basin in District #1 and disperse onto our property in District #5. This increased water dispersion onto our property will be far greater than the original natural flow, and therefore requires an easement.

The upstream developments have reduced the amount of permeable land resulting in increased man-made run-off. Flood control should not be allowed to illegally dump this run-off onto our property without the proper easements and infrastructure.

Our family has owned this property since 1977. We leased to the Farmer Boys Restaurant until highway 215 cut off access to the property. Unfortunately, the business failed, and Farmers Boys vacated. The property is now leased to a church for a nominal amount. We continue to have numerous calls from developers wanting to buy the property, but we cannot sell the property for its full value with it zoned as a basin. Our deceased, Korean War Veteran father had planned to sell this property and to pay for his (4) four granddaughters to go to college. Because we have not been able sell this property, our children have used student loans to finance their education. My brother and I have been private preschool owner/operator for 40 years. The State of California is implementing free childcare and is putting us out of business. With our business failing, we are being forced to retire. This property is our retirement nest egg. We ask for your immediate assistance in this matter.

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Sincerely,

Heather E. Carlisle

Attachments  
(Must be .pdf,  
.doc, or .docx):

[2022-03-20 RCBOS 18440 18416 comment map.pdf](#)

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03-21-2022

CORRECTION TO AGENDA NUMBERS AND MAP

Riverside County Board of Supervisors  
4080 Lemon Street  
Riverside, CA 92501

COOPERATIVE AGREEMENT

Perris Valley MDP- Lines E-10 and F, Stage 5  
Project No. 4-0-00492-05  
Plot Plan No. 180038

Agenda Item: 3.36 #18440, Transportation and Land Management Agency/Transportation: Approval of Cooperative agreement...Perris Valley MDP – Lines E-10 and F, Stage 5.

Agenda Item: 11.1 #18416, Flood Control and Water Conservation District Meeting: Approval of Cooperative agreement... Perris Valley MDP – Lines E-10 and F, Stage 5.

Dear Supervisors,

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Please act now so no further harm is done! Thank you for your consideration.

Sincerely,



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Heather E. Carlisle

4181 Green Ave.  
Los Alamitos, CA 90720

949-291-9659 CELL  
heathercarlisle@mac.com





15.9

District #1

Parris Valley MDP - Lines E-10 and F, Stage 5  
Project No. 4-0-00492-05

3 Acre Detention Basin  
In District #1

District #5

APN 314-120-017 & 314-120-002

ZONE 4

Proposed Detention  
Basin F

Patterson Ave

Washington St

Forces Fwy

Armed Forces Fwy

Crossroads Ln

Commerce Center Dr

Hay III Ave

Wilson Ave

300ft

27th St

Levy St

