

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

118A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 24, 2013

SUBJECT: Agreement between the County of Riverside, the Coachella Valley Water District, and the Christian School of the Desert dba Desert Christian Academy for Cooperative Development of the Whitewater (Thousand Palms) Flood Control Project and Associated Avenue 38 Roadway Improvements and Washington Street Crossing, 4th/4th District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the agreement between the County of Riverside (County), the Coachella Valley Water District (CVWD), and the Christian School of the Desert dba Desert Christian Academy (DCA) for cooperative development of the Whitewater (Thousand Palms) Flood Control Project and Associated Avenue 38 roadway improvements and Washington Street crossing.

JG: ms

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

There are no General Funds used in this project.

Budget Adjustment: No

For Fiscal Year: 2013/2014

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 28, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-25

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

FORM 11: Agreement between the County of Riverside, the Coachella Valley Water District, and the Christian School of the Desert dba Desert Christian Academy for Cooperative Development of the Whitewater (Thousand Palms) Flood Control Project and Associated Avenue 38 Roadway Improvements and Washington Street Crossing, 4th/4th District [\$0]

DATE: December 24, 2013

PAGE: 2 of 3

BACKGROUND:

Summary

The CVWD is the regional flood control agency and a floodplain manager for portions of the County. CVWD has been working with the United States Army Corps of Engineers (ACOE) on the Whitewater (Thousand Palms) Flood Control Project (Project) since 1994. The ACOE transferred the Project to CVWD pursuant to a letter dated May 14, 2012, and CVWD accepted the transfer of the Project.

The Project involves 2,800 acres of land in the Coachella Valley that is subject to flooding. Additionally, the area is near the Coachella Valley Preserve, which is designated critical habitat for the fringe-toed lizard. The project will construct a series of levees and channels to protect and remove 2,800 acres of land from alluvial flooding and the resulting floodplain. CVWD has contracted with consultants to complete the design, environmental, and contract documents for the Project and will continue to explore future federal funding for the construction of the Project in coordination with the ACOE.

DCA is a private school in the Coachella Valley that was established in 1977 and owns certain real property located on the southwest corner of Avenue 38 and Washington Street, legally described in Exhibit "A." DCA desires to construct a new school campus on the property that will be adjacent to future Avenue 38, as described and/or depicted in Exhibit "B."

The County is requiring the relocation of Avenue 38 to the south as a condition of the new school campus. The Avenue 38 relocation will require the construction of a four-lane roadway, curb and gutter, sidewalk, and certain improvements generally described on Exhibits "C-1" and "C-2." In addition, the County requires the construction of a culvert crossing for the Project under Washington Street at or near the intersection of Washington Street and Avenue 38 (Washington Street Crossing). The Washington Street Crossing will require those improvements generally described in Exhibit "D."

DCA provided the County an additional 302 feet of right-of-way for the relocation of Avenue 38 and regional flood control facilities for Reach 4. The County currently has 88 feet of right-of-way for roadway purposes for Avenue 38.

The County will provide CVWD a 272-foot wide flooding easement for regional flood control facilities for Reach 4. CVWD quitclaimed Parcel 15 of Parcel Map No. 29715 to Desert Business Park II, LLC, in order to facilitate the emergency access requirement for the School.

This Agreement will facilitate cooperative completion of the flood control project and the relocation of Avenue 38. The terms and conditions are outlined in items 1 through 14 of the Agreement between the County, the CVWD, and DCA. The roadway improvements will be constructed in the sequence as shown on Exhibit "E-1" and "E-2" and CVWD will take the lead to work with developers to obtain necessary right-of-way for regional flood control facilities.

The agreement has been reviewed and approved by County Counsel as to form. The agreement was approved by CVWD's board on November 12, 2013. The agreement was approved by DCA on October 20, 2013.

Impact on Residents and Businesses

This Project will provide frontage improvements compatible with future flood control needs.

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

FORM 11: Agreement between the County of Riverside, the Coachella Valley Water District, and the Christian School of the Desert dba Desert Christian Academy for Cooperative Development of the Whitewater (Thousand Palms) Flood Control Project and Associated Avenue 38 Roadway Improvements and Washington Street Crossing, 4th/4th District [\$0]

DATE: December 24, 2013

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

All costs associated with design, environmental clearance, and construction of the realignment of Avenue 38 and flood control improvements, will be the sole responsibility of CVWD and DCA. The County will not bear any expenses towards completion of the Project.

Contract History and Price Reasonableness

N/A

AGREEMENT
AMONG
THE COUNTY OF RIVERSIDE, THE COACHELLA VALLEY WATER DISTRICT, AND THE
CHRISTIAN SCHOOL OF THE DESERT dba DESERT CHRISTIAN ACADEMY
FOR
COOPERATIVE DEVELOPMENT OF THE WHITEWATER (THOUSAND PALMS) FLOOD
CONTROL PROJECT and ASSOCIATED AVENUE 38 ROADWAY IMPROVEMENTS
AND WASHINGTON STREET CROSSING

This Agreement ("Agreement") is made and entered into as of _____ by and among the County of Riverside, a political subdivision of the State of California ("County"), the Coachella Valley Water District, a public agency of the State of California ("CVWD") and Christian School of the Desert, a California corporation, doing business as Desert Christian Academy ("DCA") which are sometimes individually referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, CVWD is the regional flood control agency and a floodplain manager for portions of Riverside County, California; and

WHEREAS, CVWD has been working with the United States Army Corps of Engineers ("USACOE") on the Whitewater (Thousand Palms) Flood Control Project ("Project") since 1994; and the USACOE transferred the Project to CVWD pursuant to a letter dated May 14, 2012. CVWD accepted the transfer of the Project thereafter; and

WHEREAS, the Project involves the construction of a series of levees and channels to protect and remove Two Thousand Eight Hundred (2,800) acres of land from alluvial flooding and the resulting floodplain; and

WHEREAS, CVWD has contracted with consultants ("Consultants") to complete the design, environmental, and contract documents for the Project, and CVWD will continue to explore future federal funding for the construction of the Project in coordination with the USACOE; and

WHEREAS, DCA owns certain real property located on the south west corner of Avenue 38 and Washington Street in the County of Riverside, California as legally described on Exhibit "A"

attached hereto and by this reference incorporated herein ("DCA Property"). DCA desires to construct a new school campus ("School") on the DCA Property at such location described and/or depicted on Exhibit "B" attached hereto and by this reference incorporated herein; and

WHEREAS, County has 88 feet of right-of-way for roadway purposes per Grant Deeds recorded April 25, 1960 as Instrument Nos. 36721 and 36722 and Grant Deed recorded on April 25, 1960 in Book 2681 Page 419, Official Records of Riverside County; and

WHEREAS, DCA provided the County an additional 302 feet of right-of-way for the relocated Avenue 38 and regional flood control facilities for Reach 4 per Grant Deed recorded August 26, 2008 as Document No. 2008-0469572, Official Records of the County of Riverside; and

WHEREAS, the County will provide CVWD a 272 foot wide flooding easement for regional flood control facilities for Reach 4; and

WHEREAS, CVWD quitclaimed Parcel 15 of Parcel Map No. 29715 to Desert Business Park II, LLC, per Quitclaim Deed recorded October 10, 2012 as Document No. 2012-0483313, Official Records of the County of Riverside, in order to facilitate the emergency access requirement for the School; and

WHEREAS, County is requiring the relocation of Avenue 38 ("Avenue 38 Relocation") to the south as a condition of the Project; and

WHEREAS, the Avenue 38 Relocation will require the construction of certain improvements generally described on Exhibits "C-1 and C-2" attached hereto and by this reference incorporated herein ("Avenue 38 Roadway Improvements"). In addition to the foregoing, the County requires the construction of a culvert crossing for the Project under Washington Street at or near the intersection of Washington Street and Avenue 38 ("Washington Street Crossing"). More particularly, the Washington Street Crossing will require those improvements generally described on Exhibit "D" attached hereto and by this reference incorporated herein ("Washington Street Crossing Improvements");

NOW THEREFORE, in consideration of the foregoing Recitals and the representations, warranties, and covenants contained in this Agreement, the Parties agree to the following terms and conditions:

1. CVWD shall cause Consultants to incorporate into the Project design and environmental documentation, the Avenue 38 Relocation and the Washington Street Crossing.

2. Upon construction of the Project by CVWD, CVWD shall construct or cause to be constructed, at CVWD's cost and expense, two (2) southerly lanes of the Avenue 38 Relocation as reasonably required by the County.
3. Upon construction of the Project by CVWD, DCA shall construct or cause to be constructed, at DCA's cost and expense sidewalk, curb and gutter, paved shoulder to southerly edge of travelled way, and the associated landscaping along the School frontage as reasonably required by the County.
4. Should the DCA School be constructed before the Project, DCA shall also construct one southerly lane of the relocated Avenue 38 at their sole cost and expense. CVWD shall also construct one southerly lane of the relocated Avenue 38 at their sole cost and expense.
5. The County shall review and if acceptable, approve the design for the Avenue 38 Relocation and the Washington Street Crossing within a reasonable time after the receipt of such design from CVWD. County shall not unreasonably withhold its approval. In the event County disapproves the plans, County shall provide detailed reasons for the disapproval. The plans shall be modified in accordance with the reasons provided by County and CVWD shall resubmit the modified plans for approval.
6. The Project, the Avenue 38 Roadway Improvements and Washington Street Crossing Improvements will be constructed in the sequence as shown on Exhibit "E" attached hereto and by this reference incorporated herein.
7. At such time as required in Exhibits "E-1 and E-2", DCA shall provide a School emergency exit and evacuation plan to the County for review and approval in case a large flooding event should occur. In the event County disapproves of the plan or any portion thereof, County shall give DCA notice of the reasons for the disapproval. DCA shall modify the plan in accordance with the reasons for disapproval and DCA shall resubmit the modified plans for approval.
8. CVWD shall take the lead to work with the developers to the west of DCA, to obtain the necessary right-of-way for regional flood control facilities for Reach 4 and the relocated Avenue 38 and the County shall cooperate with CVWD's efforts in this regard.
9. Until the construction of the Project is complete, DCA shall comply with Riverside County Ordinance 458.
10. DCA shall prepare a grading plan for the construction of the School that complies with the requirements of Riverside County Ordinances No. 457 and 458, FEMA requirements, and

all other requirements of state law, including, but not limited to, California Drainage Law. The grading plan shall include on-site flood protection facilities, finished floor elevations at or above flood depth, erosion protection details, and adequate off-site stormwater flow-through. The grading plan and appropriate fees shall be submitted to the County and shall be reviewed and if acceptable, approved by CVWD as required by Ordinance No. 458. CVWD shall not unreasonably withhold its approval. In the event CVWD disapproves the grading plans, CVWD shall provide detailed reasons for its disapproval. The grading plans shall be modified in accordance with the reasons provided by CVWD and DCA shall resubmit the modified plans for approval.

11. After the flood management review has been completed and CVWD has notified DCA and County of its approval, CVWD will prepare a clearance letter to the County stating that, based on CVWD's approval pursuant to Section 10 of this Agreement, the DCA Property meets Riverside County Ordinance 458 and FEMA requirements.
12. This Agreement shall be in effect for a period of ten years after its execution, and may be renewed if agreed upon by all parties.
13. (a) County and CVWD shall each hold harmless, protect and indemnify the other and their respective directors, officers, employees, agents, contractors, volunteers, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "County/CVWD Indemnified Party" and, collectively, "County/CVWD Indemnified Parties,") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with (i) such Party's actual or alleged acts or omissions related to this Agreement or performance under this Agreement; (ii) injury to or the death of any person, or physical damage to any property resulting from any act or omission by such Party or its employees, volunteers or representatives with respect to the obligations of such Party under or in connection with this Agreement; or (iii) breach of such Party's obligations hereunder; provided that the foregoing indemnification in this Section shall be inapplicable to a County/CVWD Indemnified Party with respect to any Claim due to the negligence, intentional acts or willful misconduct of a County/CVWD Indemnified Party or any of them. If any action or proceeding is brought against any of the County/CVWD Indemnified Parties by reason of any such Claim, the Party bringing the Claim shall, at its election and upon written notice from the other Party, defend such action or proceeding by counsel reasonably acceptable

to the County/CVWD Indemnified Party or reimburse the other Party for all charges incurred in defending the action or proceeding.

(b) CVWD and DCA shall each hold harmless, protect and indemnify the other and their respective directors, officers, employees, agents, contractors, volunteers, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "CVWD/DCA Indemnified Party" and, collectively, "CVWD/DCA Indemnified Parties,") from and against any and all Claims arising from or in any way connected with (i) such Party's actual or alleged acts or omissions related to this Agreement or performance under this Agreement; (ii) injury to or the death of any person, or physical damage to any property resulting from any act or omission by such Party or its employees, volunteers or representatives with respect to the obligations of such Party under or in connection with this Agreement; or (iii) breach of such Party's obligations hereunder; provided that the foregoing indemnification in this Section shall be inapplicable to a CVWD/DCA Indemnified Party with respect to any Claim due to the negligence, intentional acts or willful misconduct of a CVWD/DCA Indemnified Party or any of them. If any action or proceeding is brought against any of the CVWD/DCA Indemnified Parties by reason of any such Claim, the Party bringing the Claim shall, at its election and upon written notice from the other Party, defend such action or proceeding by counsel reasonably acceptable to the CVWD/DCA indemnified Party or reimburse the other Party for all charges incurred in defending the action or proceeding.

(c) DCA shall hold harmless, protect and indemnify the County and its respective directors, officers, employees, agents, contractors, volunteers, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "County Indemnified Party" and, collectively, "County Indemnified Parties,") from and against any and all Claims, arising from or in any way connected with (i) DCA's actual or alleged acts or omissions related to this Agreement or performance under this Agreement; (ii) injury to or the death of any person, or physical damage to any property resulting from any act or omission by DCA or its employees, volunteers or representatives with respect to the obligations of DCA under or in connection with this Agreement; or (iii) breach of DCA's obligations hereunder; provided that the foregoing indemnification in this Section shall be inapplicable to a County Indemnified Party with respect to any Claim due to the negligence, intentional acts or willful misconduct of a County Indemnified Party or any of them. If any action or proceeding is brought against any of the County Indemnified Parties by reason of any such Claim, DCA shall defend such action or proceeding by counsel reasonably acceptable to the County Indemnified Party or reimburse the County for all charges incurred in defending the action or proceeding.

14. In all construction contracts awarded by CVWD and DCA, the following shall be included in such contracts:

(a) The Indemnified Parties shall be named as additional insureds on all comprehensive general liability, automobile liability and employer's liability policies required by the Party letting the contract.

(b) The Indemnified Parties shall be named as indemnified parties in all indemnifications, hold harmless provisions, waivers and releases in favor of the Party letting the contract.

(c) The County shall be named as an obligee under all labor and material payment bonds and contract performance bonds for the facilities to be constructed for the County in this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date first written above.

DCA:

CHRISTIAN SCHOOL OF THE DESERT,
a California corporation, dba
DESERT CHRISTIAN ACADEMY

By: _____

Its: _____

CVWD:

COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California

By: _____

Its: _____

Approved as to Form

REDWINE AND SHERRILL

By _____
Gerald D. Shoaf

ATTEST:

Julia Fernandez
Secretary to the Board

COUNTY:

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

By: Jeff Stone
JEFF STONE
Its: CHAIRMAN, BOARD OF SUPERVISORS

Approved as to Form

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis 11/3/14
NEAL R. KIPNIS DATE

County Counsel

ATTEST:

Opie Eklund
Clerk of the Board

EXHIBIT LIST

Exhibit "A"	Legal Description of the DCA Property
Exhibit "B"	Location of the School on the DCA Property
Exhibit "C-1"	Ave 38 Roadway Improvements-Plan
Exhibit "C-2"	Ave 38 Roadway Improvements-Profile
Exhibit "D"	Washington Street Crossing Improvements
Exhibit "E-1"	Sequence of Construction-DCA First
Exhibit "E-2"	Sequence of Construction-CVWD First

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date first written above.

DCA:

CHRISTIAN SCHOOL OF THE DESERT,
a California corporation, dba
DESERT CHRISTIAN ACADEMY

By: _____

Its: _____

COUNTY:

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

By: _____

Its: _____

CVWD:

COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California

By:  11-13-13

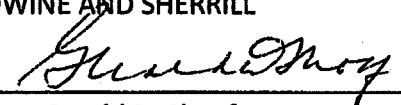
Its: GENERAL MANAGER

Approved as to Form

County Counsel

Approved as to Form

REDWINE AND SHERRILL

By: 
Gerald D. Shoaf

ATTEST:

Clerk of the Board

ATTEST:

Julia Fernandez
Secretary to the Board

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date first written above.

DCA:

CHRISTIAN SCHOOL OF THE DESERT,
a California corporation, dba
DESERT CHRISTIAN ACADEMY

By: [Signature]
Its: DCA Founder

COUNTY:

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

By: _____
Its: _____

CVWD:

COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California

By: _____
Its: _____

Approved as to Form

County Counsel

Approved as to Form

REDWINE AND SHERRILL

By _____
Gerald D. Shoaf

ATTEST:

Clerk of the Board

ATTEST:

Julia Fernandez
Secretary to the Board

EXHIBIT "A"
TO AGREEMENT

LEGAL DESCRIPTION OF THE DCA PROPERTY

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

PARCEL "A"

THAT PORTION OF PARCEL 1 OF PARCEL MERGER NO. 1699, RECORDED DECEMBER 13, 2006 AS INSTRUMENT NO. 2006-0912525, O.R., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF SAID PARCEL MERGER NO. 1699;

THENCE NORTH 00°31'06" EAST 979.82 FEET ALONG THE CENTER LINE OF SAID SECTION 1;

THENCE SOUTH 89°27'42" EAST 1319.43 FEET TO THE EAST LINE OF SAID PARCEL 1;

THENCE SOUTH 00°23'32" WEST 983.96 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE NORTH 89°16'57" WEST 1321.61 FEET ALONG THE SOUTH LINE OF SAID PARCEL 1 TO THE POINT OF THE BEGINNING.

DESCRIBED PARCEL CONTAINS 29.77 ACRES, MORE OR LESS AND AS SHOWN ON THE ATTACHED PLAT, BY THIS REFERENCE BEING MADE A PART HEREOF.

Prepared under the supervision of:


Angela B. Dorf, P.L.S. #8010

Expires 12/31/08
STANTEC CONSULTING, INC.
73-733 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
(760) 346-9844

Date: 2/20/07



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EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

PARCEL "A"

THAT PORTION OF PARCEL 1 OF PARCEL MERGER NO. 1699, RECORDED
DECEMBER 13, 2006 AS INSTRUMENT NO. 2006-0912525, O.R., IN THE COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS
FOLLOW:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF SAID PARCEL
MERGER NO. 1699;

THENCE NORTH 00°31'06" EAST 979.82 FEET ALONG THE CENTER LINE OF SAID
SECTION 1;

THENCE SOUTH 89°27'42" EAST 1319.43 FEET TO THE EAST LINE OF SAID PARCEL
1;

THENCE SOUTH 00°23'32" WEST 983.96 FEET ALONG SAID EAST LINE TO THE
SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE NORTH 89°16'57" WEST 1321.61 FEET ALONG THE SOUTH LINE OF SAID
PARCEL 1 TO THE POINT OF THE BEGINNING.

TOGETHER WITH AN BASEMENT OVER AND ACROSS THE SOUTHERLY 20.00
FEET OF THE SOUTH ONE HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M.

DESCRIBED PARCEL CONTAINS 29.77 ACRES, MORE OR LESS AND AS SHOWN ON
THE ATTACHED PLAT, BY THIS REFERENCE BEING MADE A PART HEREOF.



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EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

PARCEL "B"

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M. IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 OF PARCEL MERGER NO. 1699, RECORDED DECEMBER 13, 2006 AS INSTRUMENT NO. 0912525, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°23'32" EAST 983.96 FEET ALONG THE EAST LINE OF SAID PARCEL 1;

THENCE SOUTH 89°27'42" EAST 689.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1940.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 204.15 FEET THROUGH A CENTRAL ANGLE OF 06°01'46", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 06°34'04" EAST;

THENCE SOUTH 00°32'18" WEST 539.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1376.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 05°22'52" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 66.58 FEET THROUGH A CENTRAL ANGLE OF 02°46'21" TO THE BEGINNING OF REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 306.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 08°09'13" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 46.20 FEET THROUGH A CENTRAL ANGLE OF 08°38'59", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 00°29'46" WEST;

THENCE SOUTH 05°09'58" EAST 102.86 FEET;

THENCE SOUTH 02°36'10" EAST 89.81 FEET;

THENCE SOUTH 13°32'01" WEST 117.38 FEET;

THENCE SOUTH 31°47'23" WEST 138.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1;

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EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

THENCE NORTH 89°16'57" WEST 695.41 FEET TO ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1 TO THE POINT OF THE BEGINNING.

EXCEPTING AND RESERVING THEREFROM AN ACCESS EASEMENT ALONG THE SOUTHERLY 20.00 FEET OF THE ABOVE DESCRIBED PARCEL.

DESCRIBED PARCEL CONTAINS 18.96 ACRES, MORE OR LESS AND AS SHOWN ON THE ATTACHED PLAT, BY THIS REFERENCE BEING MADE A PART HEREOF.

Prepared under the supervision of:

Angela E. Dorf Date: 2/20/07
Angela E. Dorf, P.L.S. #8010
Expires 12/31/08
STANTEC CONSULTING, INC.
73-733 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
(760) 346-9844



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EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

PARCEL "C"

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M., AND PARCEL 1 OF PARCEL MERGER NO. 1699, RECORDED DECEMBER 13, 2006 AS INSTRUMENT NO. 2006-0912525, O.R., BOTH IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID PARCEL MERGER NO. 1699;

THENCE SOUTH 89°27'42" EAST 2637.54 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 38TH AVENUE AS DESCRIBED BY DEED RECORDED APRIL 25, 1960 AS INSTRUMENT NO. 36719 AND AS FILE IN BOOK 2681, PAGE 415, O.R. TO A POINT ON THE EAST LINE OF SAID SECTION 1;

THENCE SOUTH 00°16'00" WEST 407.45 FEET ALONG SAID EAST LINE TO THE BEGINNING A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1940.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 19°30'56" WEST;


THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 642.56 FEET THROUGH A CENTRAL ANGLE OF 18°58'38";

THENCE NORTH 89°27'42" WEST 2008.49 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 1;

THENCE NORTH 00°31'06" EAST 302.00 FEET ALONG SAID WEST LINE TO THE POINT OF THE BEGINNING.

DESCRIBED PARCEL CONTAINS 18.79 ACRES, MORE OR LESS AND AS SHOWN ON THE ATTACHED PLAT, BY THIS REFERENCE BEING MADE A PART HEREOF.

Prepared under the supervision of:

 Date: 2/20/07
Angela E. Dorf, P.L.S. #8010
Expires 12/31/08
STANTEC CONSULTING, INC.
73-733 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
(760) 346-9844



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EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

PARCEL "D"

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING NORTH ONE-SIXTEEN CORNER OF SAID SECTION 1;

THENCE NORTH 00°16'00" EAST 882.65 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO THE BEGINNING A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1940.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 19°30'56" WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 438.41 FEET THROUGH A CENTRAL ANGLE OF 12°56'52", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 06°34'04" EAST;

THENCE SOUTH 00°32'18" WEST 539.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1376.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 05°22'52" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 66.58 FEET THROUGH A CENTRAL ANGLE OF 02°46'21" TO THE BEGINNING OF REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 306.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 08°09'13" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 46.20 FEET THROUGH A CENTRAL ANGLE OF 08°38'59", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 00°29'46" WEST;

THENCE SOUTH 05°09'58" EAST 102.86 FEET;

THENCE SOUTH 02°36'10" EAST 89.81 FEET;

THENCE SOUTH 13°32'01" WEST 117.38 FEET;

THENCE SOUTH 31°47'23" WEST 138.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1;

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EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 5137
LEGAL DESCRIPTION

THENCE SOUTH 89°16'57" EAST 626.20 FEET TO ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1 TO THE POINT OF THE BEGINNING.

EXCEPTING AND RESERVING THEREFROM AN ACCESS EASEMENT ALONG THE SOUTHERLY 20.00 FEET OF THE ABOVE DESCRIBED PARCEL.

DESCRIBED PARCEL CONTAINS 10.43 ACRES, MORE OR LESS AND AS SHOWN ON THE ATTACHED PLAT, BY THIS REFERENCE BEING MADE A PART HEREOF.

Prepared under the supervision of:

Angela El Dorf Date: 2/20/07
Angela El Dorf, P.L.S. #8010
Expires 12/31/08
STANTEC CONSULTING, INC.
73-733 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
(760) 346-9844



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EXHBIT "B"
TO AGREEMENT

LOCATION OF SCHOOL ON THE DCA PROPERTY

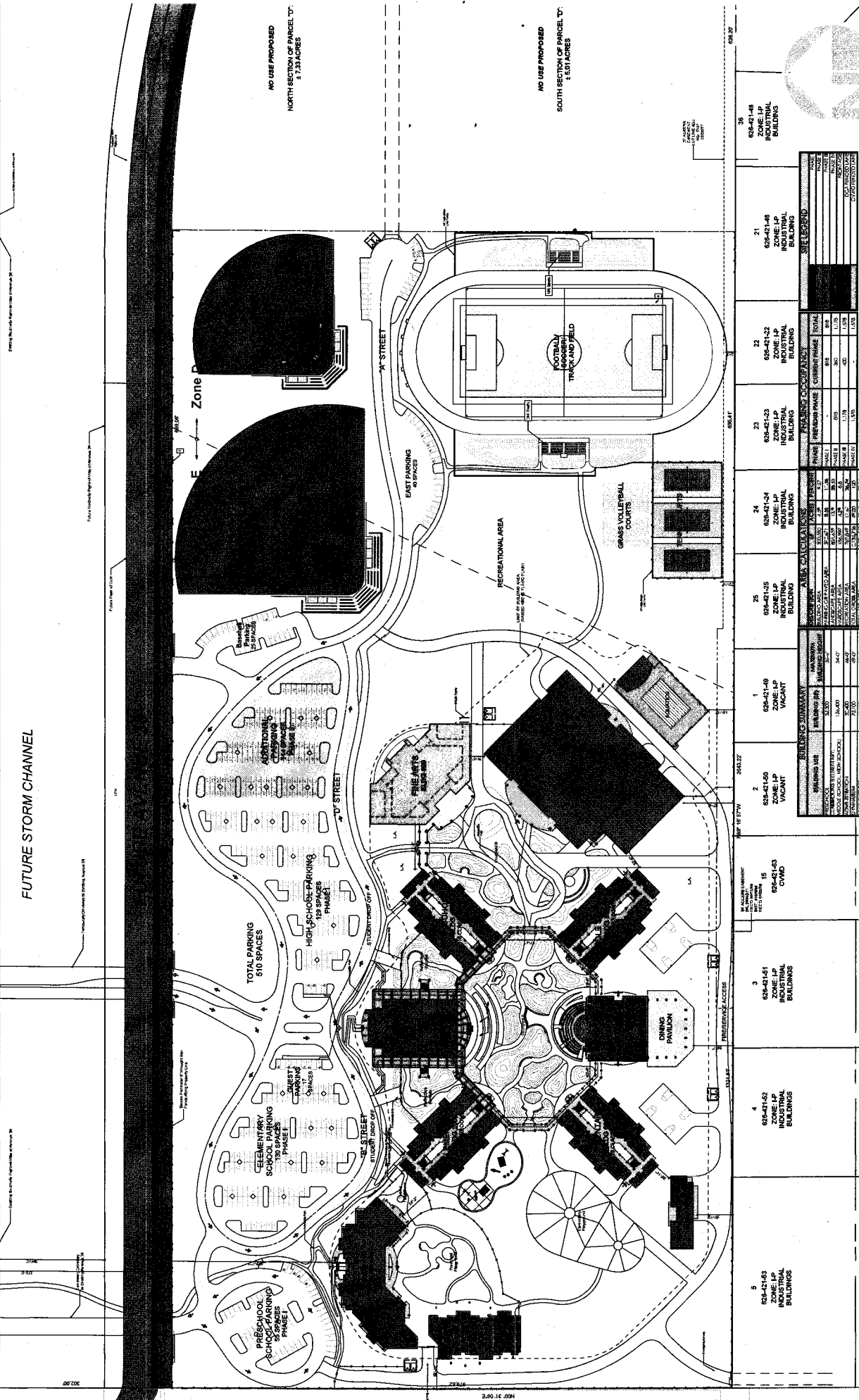


EXHIBIT "C-1 and C-2"

TO AGREEMENT

AVENUE 38 ROADWAY IMPROVEMENTS-PLAN AND PROFILE

Existing Coachella Valley Preserve

LIMITS OF RIVERSIDE COUNTY ROW

LIMITS OF CWVD ROW

AVENUE 38

272' WIDE ROW CHANNEL

PARCEL 10

PARCEL 11

PARCEL 12

PARCEL 13

PARCEL 14

PARCEL 15

PARCEL 16

PARCEL 17

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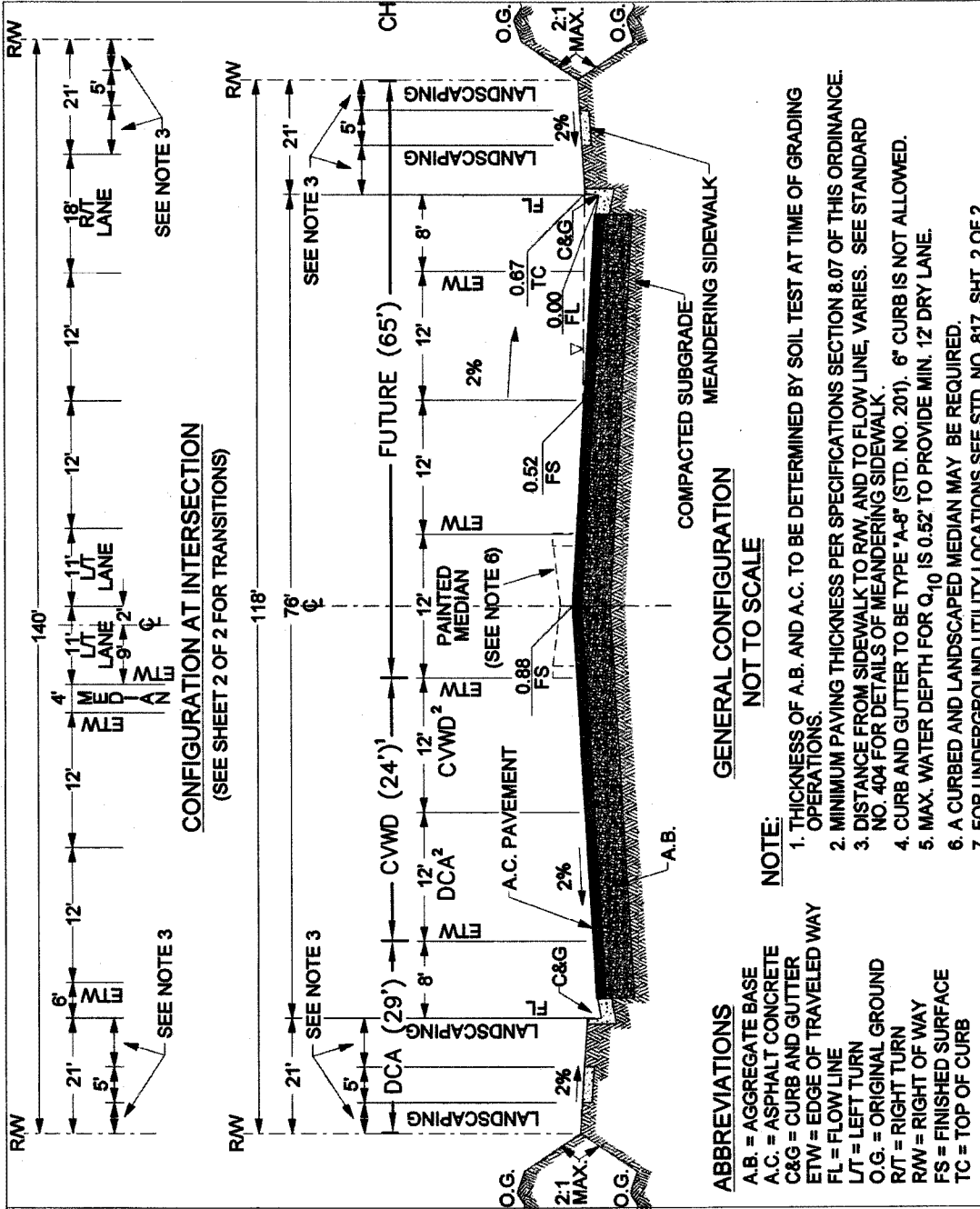
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APPROVED BY:

George A. Johnson
 DIRECTOR OF TRANSPORTATION
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/01/07



COUNTY OF RIVERSIDE

MAJOR HIGHWAY
(118' R/W)

STANDARD NO.93 (1 OF 2)

REV.	BY:	APRD	DATE	REV.	BY:	APRD	DATE
1				4			
2				5			
3				6			

- 1 - IF CVWD GOES FIRST
 2 - IF DCA GOES FIRST

Parsons Brinckerhoff

2329 GATEWAY OAKS DRIVE
 SUITE 200
 SACRAMENTO, CA 95833
 PHONE: (916) 567 - 2500
 FAX: (916) 925 - 3517



Avenue 38 -Desert Christian Academy
(DCA) and Coachella Valley Water District
(CVWD) Construction Limits

EXHIBIT C-2

EXHIBIT "D"
TO AGREEMENT

WASHINGTON STREET CROSSING IMPROVEMENTS

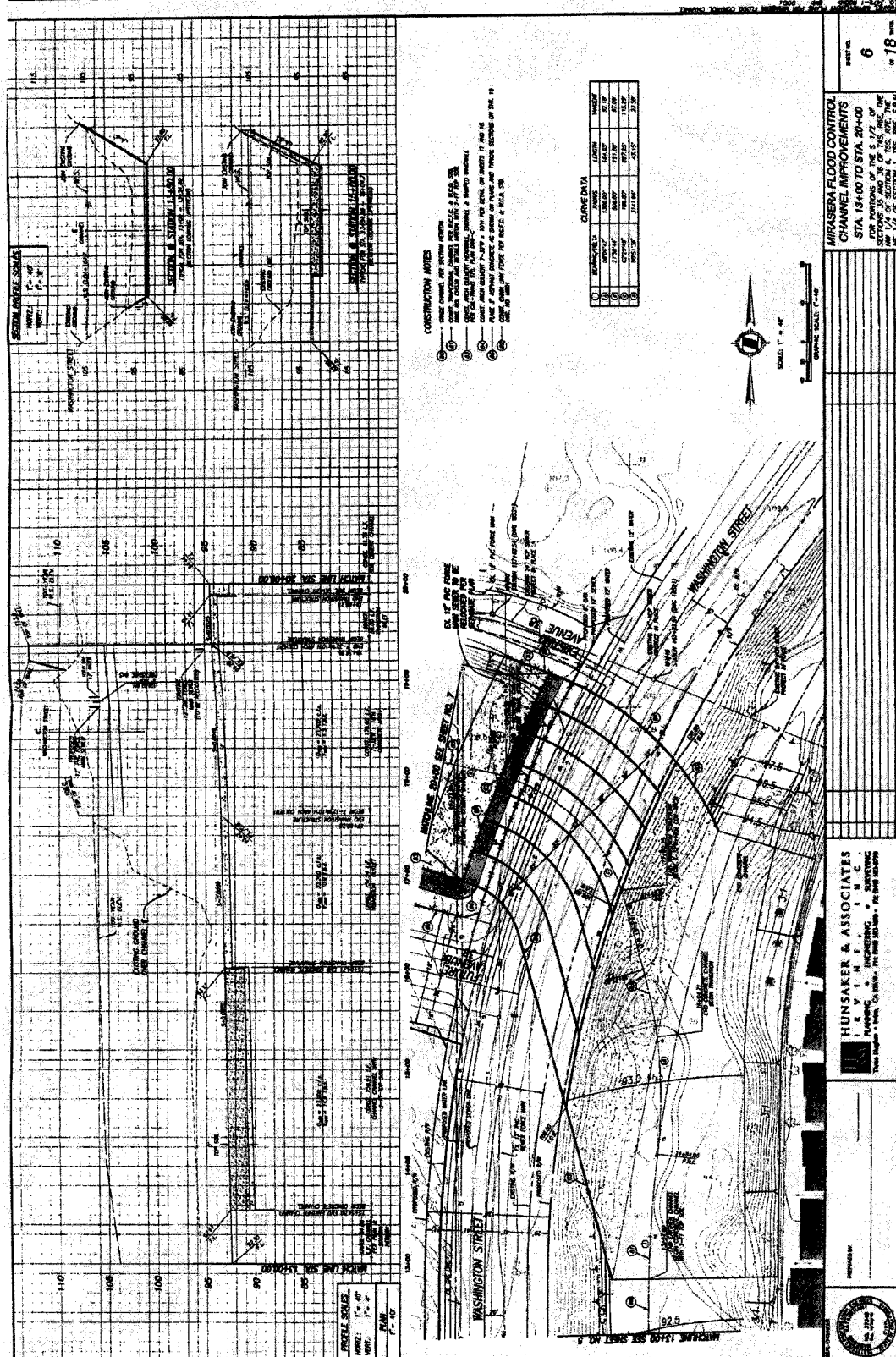


EXHIBIT " E-1 and E-2"

TO AGREEMENT

SEQUENCE OF CONSTRUCTION-DCA FIRST

SEQUENCE OF CONSTRUCTION-CVWD FIRST

EXHIBIT E-1

Proposed WFCP Construction Sequence (If DCA goes before Project)

1. Phase 1 - Washington Street Crossing

- DCA constructs access roadway to existing Avenue 38. The existing Avenue 38 will stay in place until Avenue 38 is relocated and a new access entrance is constructed to DCA.
- A temporary connection between existing Avenue 38 and Washington Street will be necessary.
- The Washington Street Crossing (WSC) construction will coincide with the construction of the proposed future intersection of Avenue 38 and Washington Street. The WSC will be constructed in phases to maintain traffic flow.

2. Phase 2 - Relocate Avenue 38

- The construction associated with the relocation of Avenue 38 (two southerly lanes) will be performed from Washington Street to Varner Road. CVWD will be responsible for the associated construction costs of (1) one lane of roadway.
- The southerly paved shoulder, curb and gutter, landscaped frontage, and (1) one lane of roadway will be constructed along the DCA property, at the expense of DCA.
- Upon completion of the newly constructed Avenue 38, the Washington Street intersection will be completed which includes the relocation of signal lights, signing, and striping.
- The temporary connection between existing Avenue 38 and Washington Street can then be removed.

3. Phase 3 – Construct Reach 4

- The Third phase involves construction of the Reach 4 channel and its connection to the WSC. This will include the removal of the DCA access to the existing Avenue 38.

4. Utilities

- DCA constructs all new buried and overhead utilities and relocations and makes all connections that are consequences of school construction. DCA maintains service to existing customers throughout construction. Utility construction to be coordinated with the appropriate Phase above.

- CVWD constructs all new buried and overhead utilities and relocations necessary that are consequences of construction of the WSC and the Reach 4 channel. CVWD maintains service to existing customers throughout construction.

EXHIBIT E-2

Proposed WFCP Construction Sequence (If Project goes before DCA)

1. Phase 1 - Washington Street Crossing

- The Washington Street Crossing (WSC) construction will coincide with the construction of the proposed future intersection of Avenue 38 and Washington Street. A bypass roadway will be constructed to the west of existing Washington Street to maintain traffic flow and allow for the construction of WSC.
- In order to construct the WSC, a temporary connection between Avenue 38 and the bypass roadway will be constructed.
- Upon completion of the WSC, traffic will be returned to the newly constructed WSC and the bypass roadway will be removed.

2. Phase 2 - Relocate Avenue 38

- The construction associated with the relocation of Avenue 38 (two southerly lanes) will be performed from approximately 200 feet west of the bypass roadway to Varner Road. CVWD will construct the two southerly lanes at their sole cost and expense. Existing Avenue 38 will stay in service and connected to the bypass roadway until the relocated Avenue 38 is complete.
- Upon completion of the newly constructed Avenue 38, the Washington Street intersection will be completed at CVWD's sole cost and expense. This work will include the relocation of signal lights, signing, and striping.
- DCA will follow this construction with landscape area improvements, curb and gutter, paved shoulder, as outlined in the conditions as required by the County.

3. Phase 3 – Construct Reach 4

- The Third phase involves construction of the Reach 4 channel and its connection to the WSC.

4. Utilities

- CVWD constructs all new buried and overhead utilities and relocations necessary that are consequences of construction of the Washington Street Crossing and the Reach 4 channel. CVWD maintains service to existing customers throughout construction.