

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



ITEM: 3.5
(ID # 22408)

MEETING DATE:
Tuesday, July 18, 2023

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approval of the Memorandum of Understanding Village West Drive Extension between the County of Riverside, March Joint Powers Authority and Meridian Park, LLC, a Limited Liability Company; District 1; [\$1,250,000 Total Cost; 100% MJPA Contractual Agreement]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding Village West Drive Extension (MOU) between the County of Riverside, March Joint Powers Authority and Meridian Park, LLC, a Limited Liability Company; and authorize the Chairman of the Board to sign the MOU on behalf of the County;
2. Approve and direct the Auditor-Controller to make the budget adjustments shown in Schedule A; and
3. Approve and direct the Auditor-Controller to commit the fund balance as detailed in Schedule B.

ACTION:

Juan C. Perez, Chief Operating Officer

7/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: July 18, 2023
xc: E.O.

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ 1,250,000	\$ 1,250,000	\$ N/A
NET COUNTY COST	\$ N/A	\$ 1,250,000	\$ 1,250,000	\$ N/A
SOURCE OF FUNDS: MJPA contractual agreement			Budget Adjustment:	Yes
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 1993, the March Joint Powers Authority (March JPA) was established via a Joint Powers Agreement (JPA) between the Cities of Moreno Valley, Perris, Riverside, and the County of Riverside, to ensure the effective reuse of certain property from the former March Air Force Base, which was realigned from an active-duty base to a reserve base. On April 18, 2023 (Item 3.10) the Board of Supervisors approved the 14th Amendment to the JPA, which includes the wind-down of the March JPA by June 30th, 2025.

A primary responsibility of March JPA is to plan and implement new uses for properties within the JPA jurisdiction. March JPA approved the March Business Center Specific Plan (SP-1) in February 2003. The subject area is described in the MOU as a 1,290 – acre property located westerly of the I-215 freeway, easterly of Barton Street, and southerly of Alessandro Blvd, and northerly of Ben Clark Training Center. Subsequently, Amendment No. 8 to the March Business Center Specific Plan and its associated Subsequent Environmental Impact Report (EIR) received final approval by March Joint Powers Commission on February 10, 2021. Notices of Determination were filed with the County on February 2, 2021 and March 5, 2021. Although, the Village West Drive extension was not a requirement of the March Business Center Specific Plan area, it was included in the Subsequent EIR as a planned improvement to alleviate emergency medical response times to the Westmont Village retirement community.

The extension of Village West Drive between Lemay Drive and Nandina Ave will provide a much-needed permanent solution to response times in the area and assist with the overall integrated service delivery by emergency services. On an interim basis, the Riverside County Fire Department utilizes an access easement on Allen Avenue.

The extension project will bifurcate Riverside National Cemetery property, which was sold by March JPA. The road will be comprised of one traffic signal, two through lanes, and a bike lane, to a standard approved by County Transportation. Signage for no truck traffic and speed limits will be included. Exhibit A, A-1 in the attached MOU provide detail on the proposed road extension.

As the extension bifurcates the planned future expansion of Riverside National Cemetery property, the Veteran’s Administration (VA) is requiring that an underpass be constructed to allow for unimpeded access across each side of the road. Although full development of the cemetery property is not anticipated for several decades, the VA is still requiring that this access be built now as part of the VA’s

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approval of this road project. Exhibit B in the attached MOU depicts the underpass. The county in the MOU has agreed to provide \$1.25 million toward the underpass, which is half of the estimated cost of the underpass. All remaining costs of the road, estimated to be \$6.25 million, will be funded by the master developer, Meridian LLC.

Timing for the road is primarily predicated upon the approval by the VA. The developer is required to commence construction within ninety (90) days following receipt of VA approval and other regulatory permits. Per the MOU, construction shall complete within eighteen (18) months, allowing for reasonable delays. Approval of the MOU between the county, March JPA and the master developer provides a commitment in writing for the construction of the road extension and the required underpass.

The MOU has been approved as to form by County Counsel.

Impact on Residents and Businesses

A permanent solution for access by emergency vehicles will provide better response times to the residents. This will improve the services in the region through the integrated response structure by the County Fire Department and its partner agencies.

Additional Fiscal Information

The JPA 14th Amendment (Item 3.10 on April 18, 2023), includes a provision for future land sales to be divided equally among the four member agencies. March JPA recently received \$15,500,000 in land sales revenue. On June 14, 2023, the JPA approved the distribution of these proceeds. The county's share will be \$3,875,000. The cost of the underpass is proposed to be paid for out of this revenue. A budget adjustment is necessary to set aside \$1,250,000 of these funds as commitment to this project. A future budget adjustment will be requested to expend the funds when due, which shall be through a reimbursement process. As noted in the MOU, the county will either pay March JPA or the developer directly depending on the timing of reimbursement, as the county will assume land use authority July 1, 2025. The obligations of the MOU will extend beyond this date.

Schedule A

Increase Estimated Revenues:

10000-1102900000-769210	Other Governmental Revenue	\$3,875,000
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Anticipated Increase of Unassigned Fund balance:

10000-1102900000-370100	Unassigned Fund Balance	\$3,875,000
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Schedule B
Committed Fund Balance
Fiscal Year 2023/24

Increase Committed Fund Balance:

10000-1102900000-330109	Committed Fund Balance-Capital Project	\$1,250,000
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Decrease Unassigned Fund Balance:

10000-1102900000-370100	Unassigned Fund Balance	\$1,250,000
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Heydee Koury, Sr Accountant - Auditor 7/12/2023



Kelly Moran, Deputy County Counsel 6/26/2023

**MEMORANDUM OF UNDERSTANDING
VILLAGE WEST DRIVE EXTENSION**

This Memorandum of Understanding (“MOU”), dated as of June _____, 2023, is entered into by and between the County of Riverside, a political subdivision of the State of California (“County”), the March Joint Powers Authority, a joint powers authority established under the laws of the State of California (“MJPA”), and Meridian Park, LLC, a limited liability company (“Developer”). County, MJPA, and Developer may be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS, the MJPA is a joint powers agency created by a joint powers agreement dated September 7, 1993 to act as the federally recognized reuse authority, local land use authority, redevelopment agency, and airport authority for the former March Air Force Base; and

B. WHEREAS, in February 2003, the MJPA approved the March Business Center Specific Plan (SP-1) to guide land use decisions within a 1,290-acre portion of the former March Air Force Base generally located westerly of the I-215 freeway, easterly of Barton Street, southerly of Alessandro Boulevard and northerly of the Riverside County Ben Clark Training Facility; and

C. WHEREAS, Developer proposed the development within the South Campus Reentitlement Phase III of the March Business Center Specific Plan (SP-1, Amendment No. 8) (the “Development Project”); and

D. WHEREAS, the Development Project also includes the extension of Village West Drive (the “Extension Road”) to provide a through connection between Van Buren Boulevard to the north and Nandina Avenue to the south, which is more particularly described and depicted in Exhibit A and Exhibit A-1, respectively, attached hereto and incorporated herein by this reference (the “Extension Road Project”); and

E. WHEREAS, the Extension Road bifurcates properties owned by the VA Riverside National Cemetery (the “Cemetery”). Concurrently with, but as a separate and distinct project, the Development Project also includes an underpass (the “Underpass”) to provide a through connection for the Cemetery. The location of the Underpass is more particularly described and depicted in Exhibit B and Exhibit B-1, respectively, attached hereto to this MOU and incorporated herein by this reference (the “Underpass Project”); and

F. WHEREAS, the purpose of this MOU is to describe the rights and obligations of the County, MJPA, and the Developer for the Extension Road Project and Underpass Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by County, Developer, and MJPA as follows.

TERMS

JUL 18 2023 3.5

1. INCORPORATION OF RECITALS.

The recitals set forth above are true and correct and are incorporated into this MOU as though fully set forth herein.

2. DEVELOPER OBLIGATIONS

2.1 Developer shall, at its sole cost and expense, prepare Extension Road and Underpass plans and specifications (the "Improvement Plans") in accordance with applicable MJPA standards, and submit to the MJPA and County for their respective review and approval.

2.2 Developer shall not commence construction of the Extension Road Project or the Underpass Project until the MJPA has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Upon approval of the Improvement Plans, an original certificate of insurance evidencing the required insurance coverage shall be provided to MJPA. At minimum, the procured insurance coverages should adhere to the required insurance provided in Exhibit C, attached hereto and incorporated herein by this reference. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this MOU and shall authorize and constitute authority for MJPA, at its sole discretion, to exercise any and all rights it may have under law following written notice to Developer of such failure and Developer does not cure such breach within ten (10) days after receipt of the written notice from the MJPA and/or the County.

2.3 Developer shall use efforts to secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals and rights of entry as may be needed for the construction, and maintenance of the Extension Road and Underpass (the "Approvals"). This includes, but is not limited to, approvals by County Transportation Department and federal Department of Veterans Affairs (the "VA").

2.4 Prior to commencing construction, Developer shall use efforts to secure from the County and other applicable governmental agencies all necessary permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of the Extension Road and Underpass. 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 (the "Regulatory Permits"). Developer shall provide the MJPA and County with copies of all such approved Regulatory Permits.

2.5 Developer shall not permit any change to or modification of the MJPA-approved Improvement Plans without the prior written permission and consent of the MJPA and the County, which consent shall not be unreasonably withheld, conditioned or delayed.

2.6 Developer shall comply with all applicable Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for Developer and MJPA employees on the site.

2.7 Conditioned upon Developer securing the Approvals and Regulatory Permits and such Approvals and/or Regulatory Permits and any requirements or conditions relating thereto do not create any obligations other than the obligation to construct the Extension Road and the Underpass as depicted in Exhibits A-1 and B-1, Developer shall construct or cause to be constructed, the Extension Road Project and Underpass Project at Developer's sole cost and expense, in accordance with the MIPA approved Improvement Plans.

2.8 Within two (2) weeks of substantially completing the Extension Road Project and Underpass Project construction, Developer shall provide the MIPA with written notice that the Extension Road and Underpass construction is substantially complete and requests the MIPA to conduct a final inspection of the Extension Road and Underpass.

2.9 Developer shall accept sole responsibility for the operation and maintenance of the Extension Road and Underpass until the County accepts ownership and responsibility for the operation and maintenance of the Extension Road and Underpass, but in no event longer than thirty (30) days after the substantial completion thereof, in which event such obligations shall automatically transfer to the County.

2.10 Developer shall ensure that all work performed pursuant to this MOU 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.

2.11 Developer shall commence construction of the Extension Road Project and Underpass Project within ninety (90) days following its receipt of all necessary Approvals and Regulatory Permits for the construction, operation and maintenance of the Extension Road and Underpass. Developer shall complete construction of the Extension Road Project and Underpass Project within eighteen (18) months of the commencement of construction. Reasonable delays may be allowed if such delays are caused by the pending issuance of easements or approvals by the VA or other governmental agencies, which are necessary for the construction of the Extension Road and Underpass Project, or other force majeure delays as set forth in Section 6.12 below.

2.12 The Parties acknowledge that Developer will be constructing the Extension Road Project as a separate project from the Underpass Project.

2.13 The Parties agree that Exhibit A and Exhibit A-1, and Exhibit B and Exhibit B-1, are the agreed upon designs and depictions of the Extension Road Project and the Underpass Project, respectively, and are not subject to change without the reasonable approval of all the Parties.

3. MIPA OBLIGATIONS

3.1 MIPA shall cooperate and help facilitate in causing the Extension Road Project and Underpass Project to be built.

3.2 MJPA and its consultants shall be responsible for performing design reviews and construction inspection of the Extension Road Project and Underpass Project work, in coordination with the County, to ensure conformance with MJPA and County standards and the construction contract including, but not limited to, the technical provisions of said contract.

3.3 MJPA shall act promptly in providing all necessary support and approvals for the Extension Road Project and the Underpass Project.

4. COUNTY OBLIGATIONS

4.1 Solely in connection with the Underpass Project, County shall reimburse to MJPA or Developer, as applicable, an aggregate amount not exceed the sum of \$1,250,000.00 ("Reimbursement Funds"); this amount may be decreased only per written agreement by all Parties.

4.1.1 Procedures for Distribution of Reimbursement Funds to MJPA. The MJPA or Developer shall be responsible for the initial payment of the costs related to the construction of the Underpass Project as they are incurred. Following payment of such costs, the MJPA or Developer, as applicable, shall submit invoices to County requesting reimbursement of these costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the MJPA or Developer, and other documents evidencing the MJPA's or Developer's payment of the invoices or demands for payment. Documents evidencing the MJPA's or Developer's payment of the invoices shall be retained for two (2) years and shall be made available for review by County. The MJPA or Developer shall submit invoices not more often than monthly and not less often than quarterly. The MJPA will pay the Reimbursement Funds received by the County, or portions thereof, pursuant to this Section 4.1 to the Developer upon the Developer's request.

4.1.2 Review and Reimbursement by County. Upon receipt of an invoice from the MJPA or Developer, County may request additional documentation or explanation of the costs for which reimbursement is sought. Undisputed amounts shall be paid by County to the MJPA or Developer, as applicable, within thirty (30) days. In the event that County disputes the eligibility of the MJPA or Developer for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, each Party shall be free to pursue any and all legal remedies it may have at law.

4.2 County shall act promptly in providing all necessary support and approvals for the Extension Road Project and Underpass Project.

4.3 Upon the substantial completion of the Extension Road Project and Underpass Project, which shall be determined by the County not to be unreasonably withheld, conditioned or delayed, County shall accept ownership and sole responsibility for the operation and maintenance of the Extension Road Project and Underpass Project.

4.4 Beginning July 1, 2025, land use authority will transfer from MJPA to the County.

5. GENERAL CONDITIONS

5.1 Term. This MOU shall be effective as of the date first set forth above and shall continue in effect until the completion of the Extension Road and Underpass Projects

5.2 All construction work involved with the Extension Road Project and Underpass Project shall be inspected by the MJPA and County but shall not be deemed complete until the MJPA receives County approval, and agrees in writing that construction is completed in accordance with MJPA and County approved Improvement Plans.

5.3 Extension Road Project and Underpass Project construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or MJPA designated legal holidays, unless otherwise approved in writing by MJPA. 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 MJPA to work the additional hours. The request shall be submitted to MJPA 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 MJPA at its sole discretion and shall be final.

5.4 Developer shall indemnify and hold harmless County, the MJPA, their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, claim, damage, proceeding or action, present or future, incurred by the Indemnitees to the extent arising from Developer's (including its officers, employees, contractors, subcontractors and agents) acts or omissions related to this MOU, performance under this MOU, or failure to comply with the requirements of this MOU, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever arising from the performance of Developer, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this MOU. Developer shall not be responsible for (and such indemnity shall not apply to) any claims, damages, proceedings or actions, present or future arising out of the negligence of the Indemnitees.

5.4.1 Developer shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the Indemnitees in any claim, proceeding or action for which indemnification is required.

5.4.2 With respect to any action or claim subject to indemnification herein by Developer, Developer shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of County and MJPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Developer's indemnification obligations to Indemnitees as set forth herein.

5.4.3 Developer's indemnification obligations hereunder shall be satisfied when Developer has provided to County and MJPA the appropriate form of dismissal (or similar document) relieving Developer or MJPA from any liability for the claim, proceeding or action involved.

5.4.4 The specified insurance limits required in this MOU shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

5.4.5 In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve Developer from indemnifying the Indemnitees to the fullest extent allowed by law.

6. MISCELLANEOUS TERMS

6.1 Waiver. Any waiver by any party hereto of any breach of any one or more of the terms of this MOU 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 MOU shall not be construed as in any manner changing the terms hereof, or stopping such party from enforcement hereof.

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

COUNTY OF RIVERSIDE

4080 Lemon Street 1st Floor
Riverside CA, 92501
Attn: Clerk of the Board

MARCH JOINT POWERS AUTHORITY

14205 Meridian Parkway, #140
Riverside, CA 92518

MERIDIAN PARK LLC

c/o Lewis Operating Corp.
1156 North Mountain Avenue
Upland, CA 91786
Attention: David Team

With a copy to:
Allen Matkins Leck Gamble Mallory & Natsis
2010 Main Street, 8th Floor
Irvine, CA 92614-7321
Attention: Drew Emmel, Esq.

6.3 Controlling Law. This MOU is to be construed in accordance with the laws of the State of California.

6.4 Venue. 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 MOU, 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.

6.5 Interpretation. This MOU is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this MOU was prepared as a matter of convenience by MJPA shall have no importance or significance. Any uncertainty or ambiguity in this MOU shall not be construed against MJPA because MJPA prepared this MOU in its final form.

6.6 Binding. The rights and obligations of the Parties shall inure to and be binding upon all heirs, successors and assignees.

6.7 Assignment. No Party may assign, sublet, or transfer this MOU or any rights under or interest in this MOU without the written consent of the other Parties, not to be unreasonably withheld, conditioned or delay.

6.8 Authority. The individual(s) executing this MOU on behalf of Developer certify that they have the authority within their respective company(ies) to enter into and execute this MOU, 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 MOU.

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

6.10 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

6.11 Counterparts. This MOU 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.

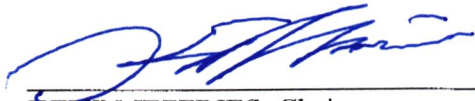
6.12 Force Majeure. If any Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, such as acts of God, acts of war, civil disorders, inability to obtain labor, materials or services, or other similar acts, such party shall not be held liable for such failure to comply. In no event shall any force majeure delay be deemed to have occurred unless a Party shall have given written notice to the other Parties within fifteen (15) days following such Party's actual knowledge of such delay.

[SIGNATURES ON FOLLOWING PAGES]

July 18, 2023 IN WITNESS WHEREOF, the Parties hereto have executed this MOU on

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By 


KEVIN JEFFRIES, Chair
Riverside County Board of Supervisors

APPROVED AS TO FORM:

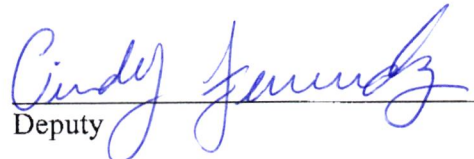
MINH TRAN
County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By 

Bruce G. Fordon
Deputy County Counsel

By 

Deputy
(SEAL)

[SIGNED IN COUNTERPART]

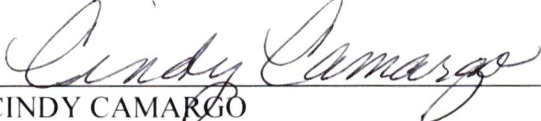
MARCH JOINT POWERS AUTHORITY

By: 
GRACE I. MARTIN, DPPD
Executive Director

APPROVED AS TO FORM:

ATTEST:

By: 
BEST, BEST & KRIEGER LLP
MJPA General Counsel

By: 
CINDY CAMARGO
Clerk, March Joint Powers Commission

(SEAL)

JPC Approval 061423-9.4



MERIDIAN PARK LLC,
A Delaware limited liability company

By: Meridian Park Holdings, LLC
A Delaware limited liability company
its Sole Member

By: WPG Meridian Park, LLC
a California limited liability company
its Managing Member

By: Waypoint Property Group, LLC,
a Delaware limited liability company,
its Managing Member

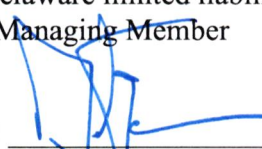
By: 
Name: DAVID O. TEAM
Title: PRESIDENT

EXHIBIT A

EXTENSION ROAD PROJECT LEGAL DESCRIPTION

[ATTACHED]

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PORTIONS OF SECTIONS 27 AND 34, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY LINE OF PARCEL 8 OF RECORD OF SURVEY, FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN ON SAID RECORD OF SURVEY AS "N89°04'39"E 31.36'";

THENCE, ALONG SAID WESTERLY LINE, NORTH 89°04'39" EAST, 21.46 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID WESTERLY LINE AND ITS EASTERLY PROLONGATION, NORTH 89°04'39" EAST, 86.03 FEET;

THENCE, LEAVING SAID EASTERLY PROLONGATION, THE FOLLOWING NINETEEN (19) COURSES:

- 1) SOUTH 00°37'29" WEST, 1469.22 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "A"**, TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;
- 2) CONTINUING ALONG SAID LINE, SOUTH 00°37'29" WEST, 203.74 FEET;
- 3) SOUTH 00°03'36" EAST, 418.35 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "B"**;
- 4) SOUTH 00°37'29" WEST, 15.16 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "C"**, TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 648.00 FEET;
- 5) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 62.68 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "D"**;
- 6) SOUTH 06°09'59" WEST, 150.22 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "E"**, TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 552.00 FEET;
- 7) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 53.39 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "F"**;
- 8) SOUTH 00°37'29" WEST, 200.00 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "G"**, TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1452.00 FEET;
- 9) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'07" AN ARC LENGTH OF 111.55 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "H"**;
- 10) SOUTH 03°46'38" EAST, 388.72 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "I"**, TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1548.00 FEET;
- 11) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'54" AN ARC LENGTH OF 124.68 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "J"**;
- 12) SOUTH 00°50'16" WEST, 637.77 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "K"**, TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 648.00 FEET;
- 13) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'39" AN ARC LENGTH OF 126.04 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "L"**;
- 14) SOUTH 11°58'54" WEST, 150.58 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "M"**, TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 552.00 FEET;

SHEET 1 OF 8

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **JRC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

- 15) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'54" AN ARC LENGTH OF 115.43 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "N"**;
- 16) SOUTH 00°00'00" EAST, 48.98 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "O"**;
- 17) SOUTH 18°16'57" EAST, 25.60 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "P"**, TO A LINE THAT IS PARALLEL WITH AND DISTANT 9.00 FEET NORTHERLY FROM THE NORTH RIGHT-OF-WAY LINE OF NANDINA AVENUE (30.00 FOOT HALF-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY;
- 18) ALONG SAID PARALLEL LINE, NORTH 89°55'35" EAST, 20.00 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "Q"**;
- 19) SOUTH 00°04'25" EAST, 9.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NANDINA AVENUE (30.00 FOOT HALF-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°55'35" WEST, 76.26 FEET;
- 2) SOUTH 89°14'40" WEST, 75.35 FEET;

THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) NORTH 00°45'28" WEST, 9.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 9.00 FEET NORTHERLY FROM THE NORTH RIGHT-OF-WAY LINE OF NANDINA AVENUE (30.00 FOOT HALF-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT HEREINAFTER REFERRED TO AS **POINT "B"**;
- 2) ALONG SAID PARALLEL LINE, NORTH 89°14'31" EAST, 20.00 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "R"**;
- 3) NORTH 17°58'36" EAST, 24.89 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "S"**, TO A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "O"**;
- 4) ALONG SAID PARALLEL LINE, NORTH 00°00'00" EAST, 50.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 648.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 96.00 FEET WESTERLY FROM SAID **COURSE "N"**;
- 5) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 11°58'54" AN ARC LENGTH OF 135.51 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "M"**;
- 6) ALONG SAID PARALLEL LINE, NORTH 11°58'54" EAST, 150.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 552.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 96.00 FEET WESTERLY FROM SAID **COURSE "L"**;
- 7) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 11°08'39" AN ARC LENGTH OF 107.36 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "K"**;
- 8) ALONG SAID PARALLEL LINE, NORTH 00°50'16" EAST, 637.77 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "T"**, TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1452.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "J"**;

SHEET 2 OF 8

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **ORC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A" (CONTINUED)

- 9) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 04°36'54" AN ARC LENGTH OF 116.95 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 7"**;
- 10) ALONG SAID PARALLEL LINE, NORTH 03°46'38" WEST, 388.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1548.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 7"**;
- 11) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 04°24'07" AN ARC LENGTH OF 118.93 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 6"**;
- 12) ALONG SAID PARALLEL LINE, NORTH 00°37'29" EAST, 200.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 648.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 7"**;
- 13) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 62.68 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 7"**;
- 14) ALONG SAID PARALLEL LINE, NORTH 06°09'59" EAST, 150.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 552.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 7"**;
- 15) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 53.39 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE 7"**;
- 16) ALONG SAID PARALLEL LINE, NORTH 00°37'29" EAST, 15.16 FEET;
- 17) LEAVING SAID PARALLEL LINE, NORTH 01°18'34" EAST, 418.38 FEET, SAID COURSE HEREINAFTER REFERRED TO AS **COURSE "D"**, TO A LINE THAT IS PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM SAID **COURSE "A"** AND ITS SOUTHERLY PROLONGATION;
- 18) ALONG SAID PARALLEL LINE, NORTH 00°37'29" EAST, 1670.61 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.081 ACRES, MORE OR LESS.

PARCEL "B"

BEGINNING AT SAID POINT "A";

THENCE THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) ALONG THE SOUTHERLY PROLONGATION OF SAID **COURSE "A"**, SOUTH 00°37'29" WEST, 203.74 FEET;
- 2) SOUTH 00°03'36" EAST, 418.35 FEET (**COURSE "B"**);
- 3) SOUTH 00°37'29" WEST, 15.16 FEET (**COURSE "C"**) TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 648.00 FEET;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 62.68 FEET (**COURSE "D"**);

SHEET 3 OF 8

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

dlorc
Civil Engineering/Land Surveying/Land Planning
Engineering, Inc.

181 S. Old Springs Road, Ste. 110
Anaheim Hills, California 92808
(714) 885-8880

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "B" (CONTINUED)

- 5) SOUTH 06°09'59" WEST, 150.22 FEET (**COURSE "E"**) TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 552.00 FEET;
- 6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 53.39 FEET (**COURSE "F"**);
- 7) SOUTH 00°37'29" WEST, 200.00 FEET (**COURSE "G"**) TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1452.00 FEET;
- 8) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'07" AN ARC LENGTH OF 111.55 FEET (**COURSE "H"**);
- 9) SOUTH 03°46'38" EAST, 388.72 FEET (**COURSE "I"**) TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1548.00 FEET;
- 10) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'54" AN ARC LENGTH OF 124.68 FEET (**COURSE "J"**);
- 11) SOUTH 00°50'16" WEST, 637.77 FEET (**COURSE "K"**) TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 648.00 FEET;
- 12) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'39" AN ARC LENGTH OF 126.04 FEET (**COURSE "L"**);
- 13) SOUTH 11°58'54" WEST, 150.58 FEET (**COURSE "M"**) TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 552.00 FEET;
- 14) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°58'54" AN ARC LENGTH OF 115.43 FEET (**COURSE "N"**);
- 15) SOUTH 00°00'00" EAST, 48.98 FEET (**COURSE "O"**);
- 16) SOUTH 18°16'57" EAST, 25.60 FEET (**COURSE "P"**);
- 17) NORTH 89°55'35" EAST, 20.00 FEET (**COURSE "Q"**);

THENCE LEAVING SAID **COURSE "Q"** THE FOLLOWING TWENTY-TWO (22) COURSES:

- 1) NORTH 73°30'06" WEST, 10.96 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "P"**;
- 2) ALONG SAID PARALLEL LINE, NORTH 18°16'57" WEST, 23.99 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "O"**;
- 3) ALONG SAID PARALLEL LINE, NORTH 00°00'00" EAST, 47.37 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 542.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "N"**;
- 4) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 11°58'54" AN ARC LENGTH OF 113.34 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "M"**;
- 5) ALONG SAID PARALLEL LINE, NORTH 11°58'54" EAST, 150.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 658.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "L"**;

SHEET 4 OF 8

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **ORC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "B" (CONTINUED)

- 6) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 11'08'39" AN ARC LENGTH OF 127.98 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "K"**;
- 7) ALONG SAID PARALLEL LINE, NORTH 00'50'16" EAST, 465.89 FEET;
- 8) LEAVING SAID PARALLEL LINE, NORTH 11'07'29" EAST, 167.99 FEET;
- 9) NORTH 0'50'16" EAST, 68.06 FEET;
- 10) NORTH 11'52'36" WEST, 211.49 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "I"**;
- 11) ALONG SAID PARALLEL LINE, NORTH 03'46'38" WEST, 142.88 FEET;
- 12) LEAVING SAID PARALLEL LINE, NORTH 56'03'39" EAST, 164.58 FEET;
- 13) NORTH 00'05'54" WEST, 186.00 FEET;
- 14) NORTH 55'17'48" WEST, 175.48 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "G"**;
- 15) ALONG SAID PARALLEL LINE, NORTH 00'37'29" EAST, 35.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 542.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "F"**;
- 16) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05'32'30" AN ARC LENGTH OF 52.42 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "E"**;
- 17) ALONG SAID PARALLEL LINE, NORTH 06'09'59" EAST, 150.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 658.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "D"**;
- 18) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05'32'30" AN ARC LENGTH OF 63.64 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "C"**;
- 19) ALONG SAID PARALLEL LINE, NORTH 00'37'29" EAST, 15.22 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM SAID **COURSE "B"**;
- 20) ALONG SAID PARALLEL LINE, NORTH 00'03'36" WEST, 418.35 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY FROM THE SOUTHERLY PROLONGATION OF SAID **COURSE "A"**;
- 21) ALONG SAID PARALLEL LINE, NORTH 00'37'29" EAST, 203.68 FEET;
- 22) LEAVING SAID PARALLEL LINE, NORTH 89'22'31" WEST, 10.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.764 ACRES, MORE OR LESS.

SHEET 5 OF 8

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **ORC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "C"

BEGINNING AT SAID **POINT "B"**;

THENCE THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) NORTH 89°14'31" EAST, 20.00 FEET (**COURSE "R"**);
- 2) NORTH 17°58'36" EAST, 24.89 FEET (**COURSE "S"**) TO A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "O"**;
- 3) ALONG SAID PARALLEL LINE, NORTH 00°00'00" EAST, 50.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 648.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 96.00 FEET WESTERLY FROM SAID **COURSE "N"** ;
- 4) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 11°58'54" AN ARC LENGTH OF 135.51 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "M"**;
- 5) ALONG SAID PARALLEL LINE, NORTH 11°58'54" EAST, 150.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 552.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 96.00 FEET WESTERLY FROM SAID **COURSE "L"**;
- 6) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 11°08'39" AN ARC LENGTH OF 107.36 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "K"**;
- 7) ALONG SAID PARALLEL LINE, NORTH 00°50'16" EAST, 637.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1452.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "J"**;
- 8) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 04°36'54" AN ARC LENGTH OF 116.95 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "I"**;
- 9) ALONG SAID PARALLEL LINE, NORTH 03°46'38" WEST, 388.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1548.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "H"**;
- 10) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 04°24'07" AN ARC LENGTH OF 118.93 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "G"**;
- 11) ALONG SAID PARALLEL LINE, NORTH 00°37'29" EAST, 200.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 648.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "F"**;
- 12) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 62.68 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "E"**;
- 13) ALONG SAID PARALLEL LINE, NORTH 06°09'59" EAST, 150.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 552.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "D"**;

SHEET 6 OF 8

EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **DORC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anheim Hills, California 92808
(714) 685-6860

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "C" (CONTINUED)

- 14) NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 53.39 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "C"**;
- 15) ALONG SAID PARALLEL LINE, NORTH 00°37'29" EAST, 15.16 FEET;
- 16) LEAVING SAID PARALLEL LINE, NORTH 01°18'34" EAST, 418.38 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM SAID **COURSE "A"** AND ITS SOUTHERLY PROLONGATION;
- 17) ALONG SAID PARALLEL LINE, NORTH 00°37'29" EAST, 115.36 FEET;

THENCE LEAVING SAID PARALLEL LINE THE FOLLOWING TWENTY (20) COURSES:

- 1) NORTH 89°22'31" WEST, 10.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 96.00 FEET WESTERLY FROM SAID **COURSE "A"** AND ITS SOUTHERLY PROLONGATION;
- 2) ALONG SAID PARALLEL LINE, SOUTH 00°37'29" WEST, 115.30 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY FROM SAID **COURSE "U"**;
- 3) ALONG SAID PARALLEL LINE, SOUTH 01°18'34" WEST, 418.38 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "C"** ;
- 4) ALONG SAID PARALLEL LINE, SOUTH 00°37'29" WEST, 15.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 542.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "D"**;
- 5) SOUTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 52.42 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "E"**;
- 6) ALONG SAID PARALLEL LINE, SOUTH 06°09'59" WEST, 150.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 658.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "F"**;
- 7) SOUTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 63.64 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "G"**;
- 8) ALONG SAID PARALLEL LINE, SOUTH 00°37'29" WEST, 200.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1558.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "H"**;
- 9) SOUTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 04°24'07" AN ARC LENGTH OF 119.70 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL WITH AND DISTANT 106.00 FEET WESTERLY FROM SAID **COURSE "I"**;
- 10) ALONG SAID PARALLEL LINE, SOUTH 03°46'38" EAST, 388.72 FEET;
- 11) LEAVING SAID PARALLEL LINE, SOUTH 3°47'26" WEST, 122.78 FEET TO A LINE PARALLEL WITH AND DISTANT 21.00 FEET WESTERLY FROM SAID **COURSE "J"**;
- 12) ALONG SAID PARALLEL LINE, SOUTH 0°50'16" WEST, 165.29 FEET;
- 13) LEAVING SAID PARALLEL LINE, SOUTH 10°19'39" EAST, 56.81 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY FROM SAID **COURSE "K"**;

SHEET 7 OF 8

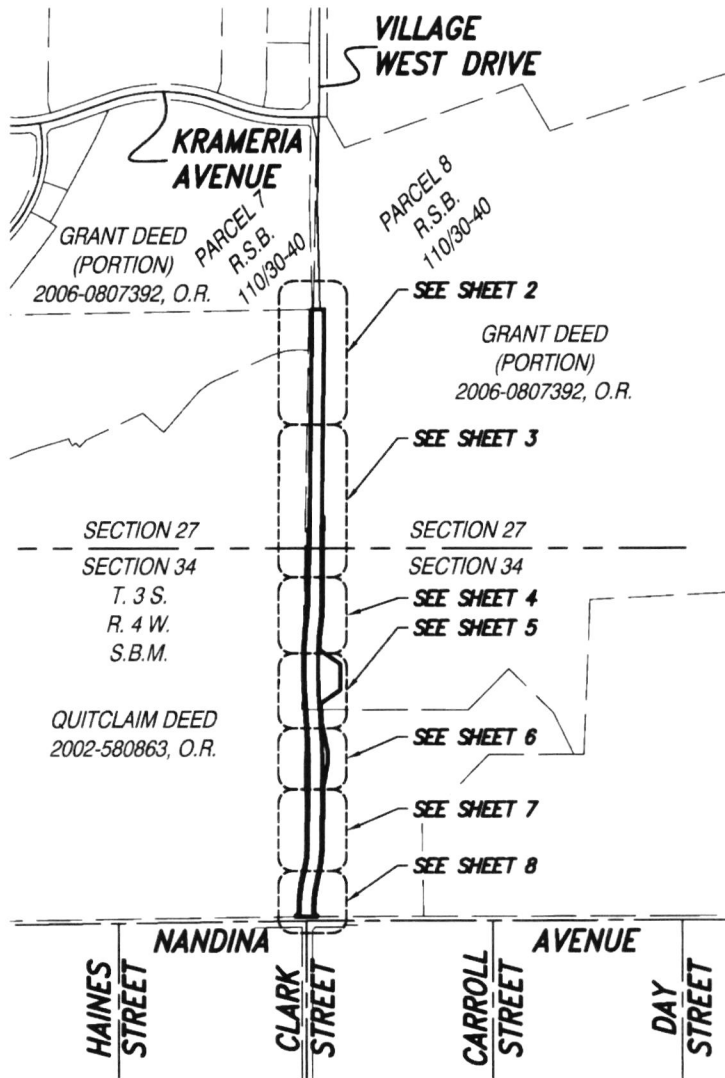
EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **ORC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- CENTER LINE
- SECTION LINE



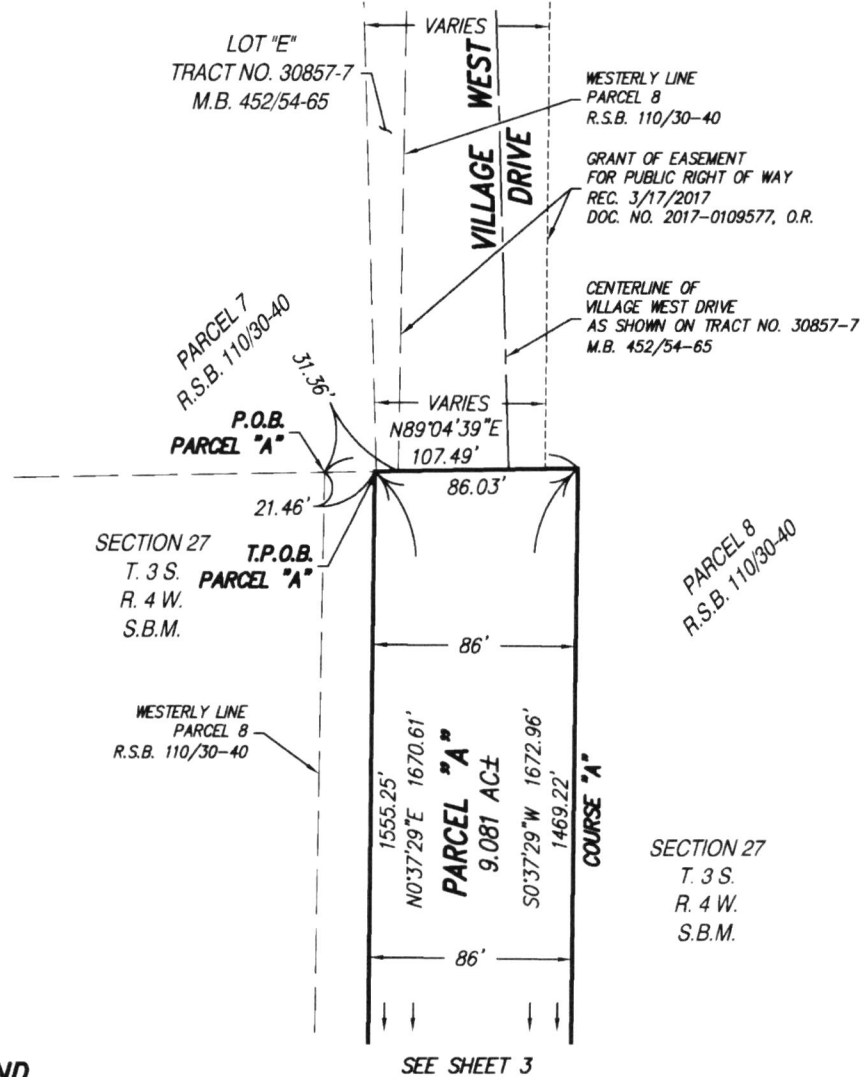
EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE/ UNDERLYING LOT LINE
- CENTER LINE
- EXISTING EASEMENT



SCALE: 1"=60'
SHEET 2 OF 9

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

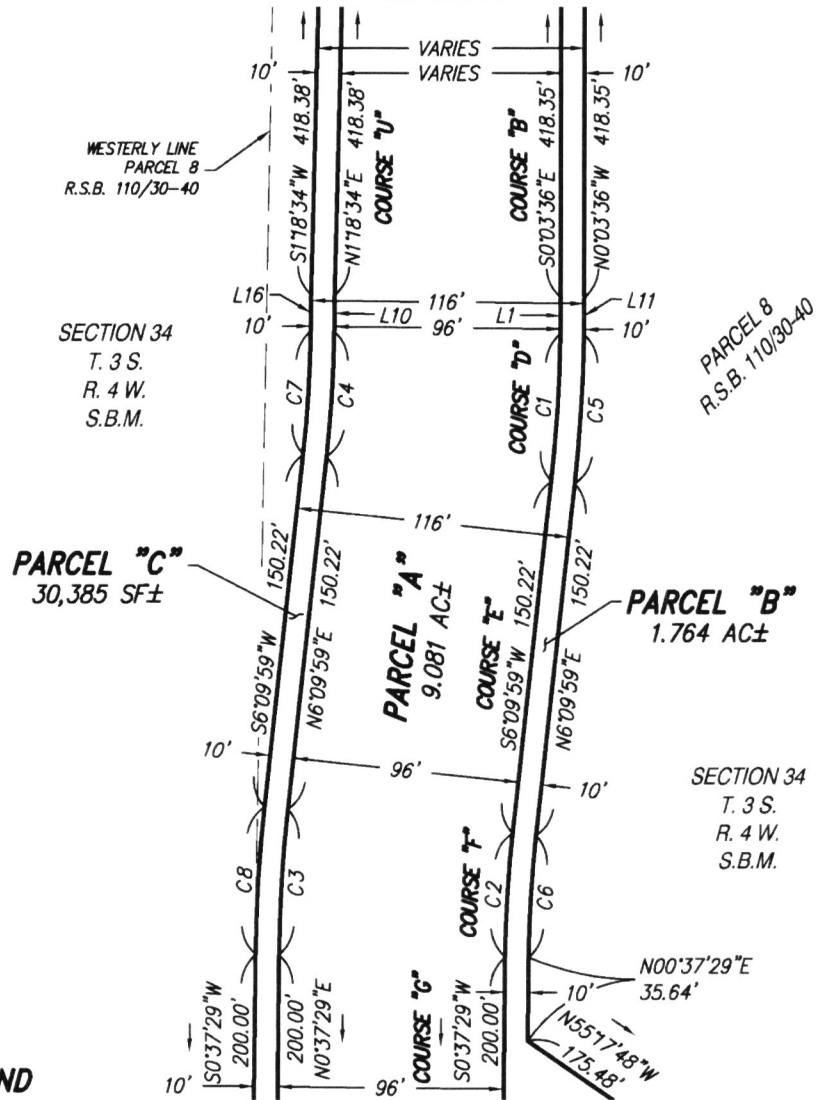
JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 3



LEGEND

- EASEMENT AREA
- - - RIGHT-OF-WAY LINE/ UNDERLYING LOT LINE
- - - CENTER LINE

SEE SHEET 5

NOTE

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

SCALE: 1"=60'
SHEET 4 OF 9

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 4

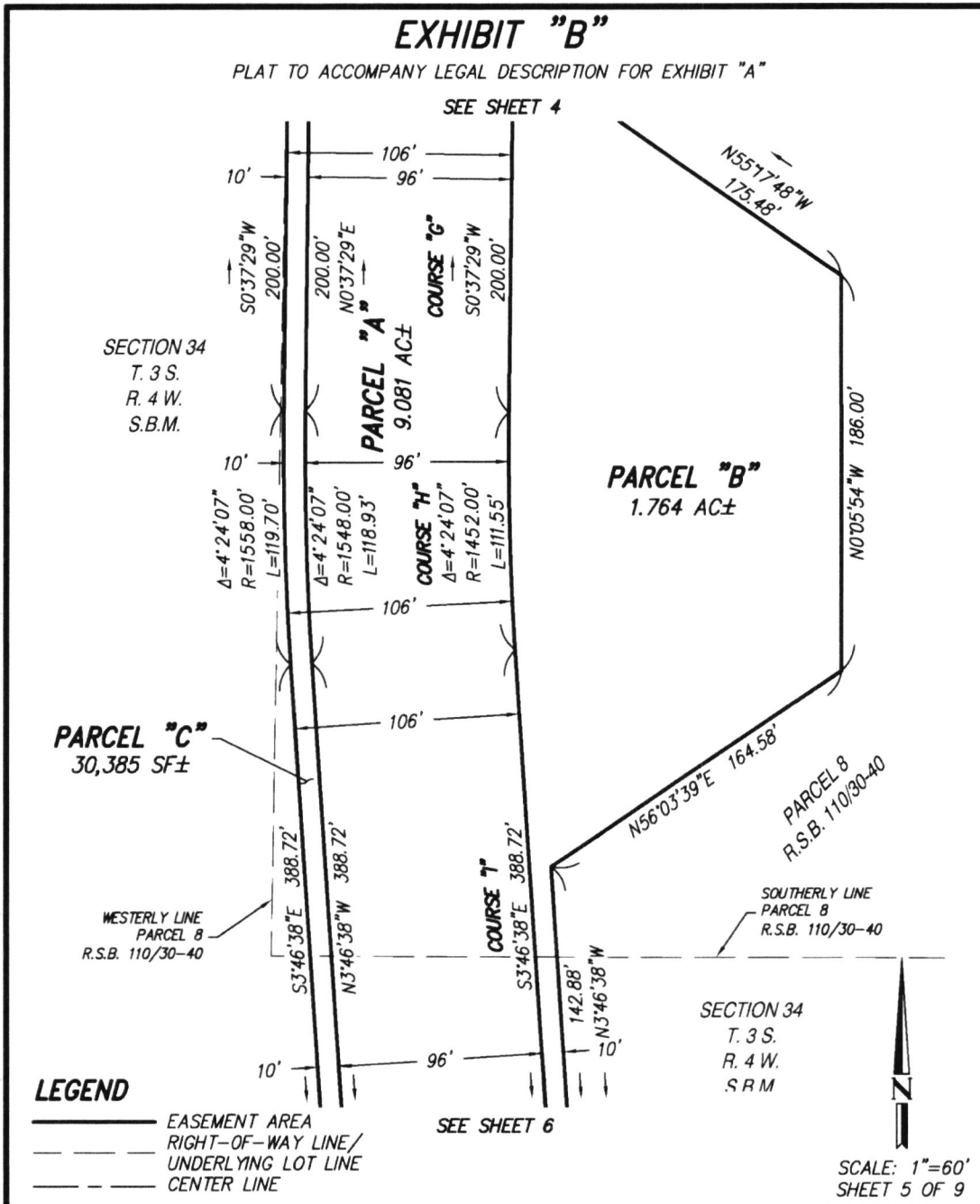


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EXHIBIT "B"

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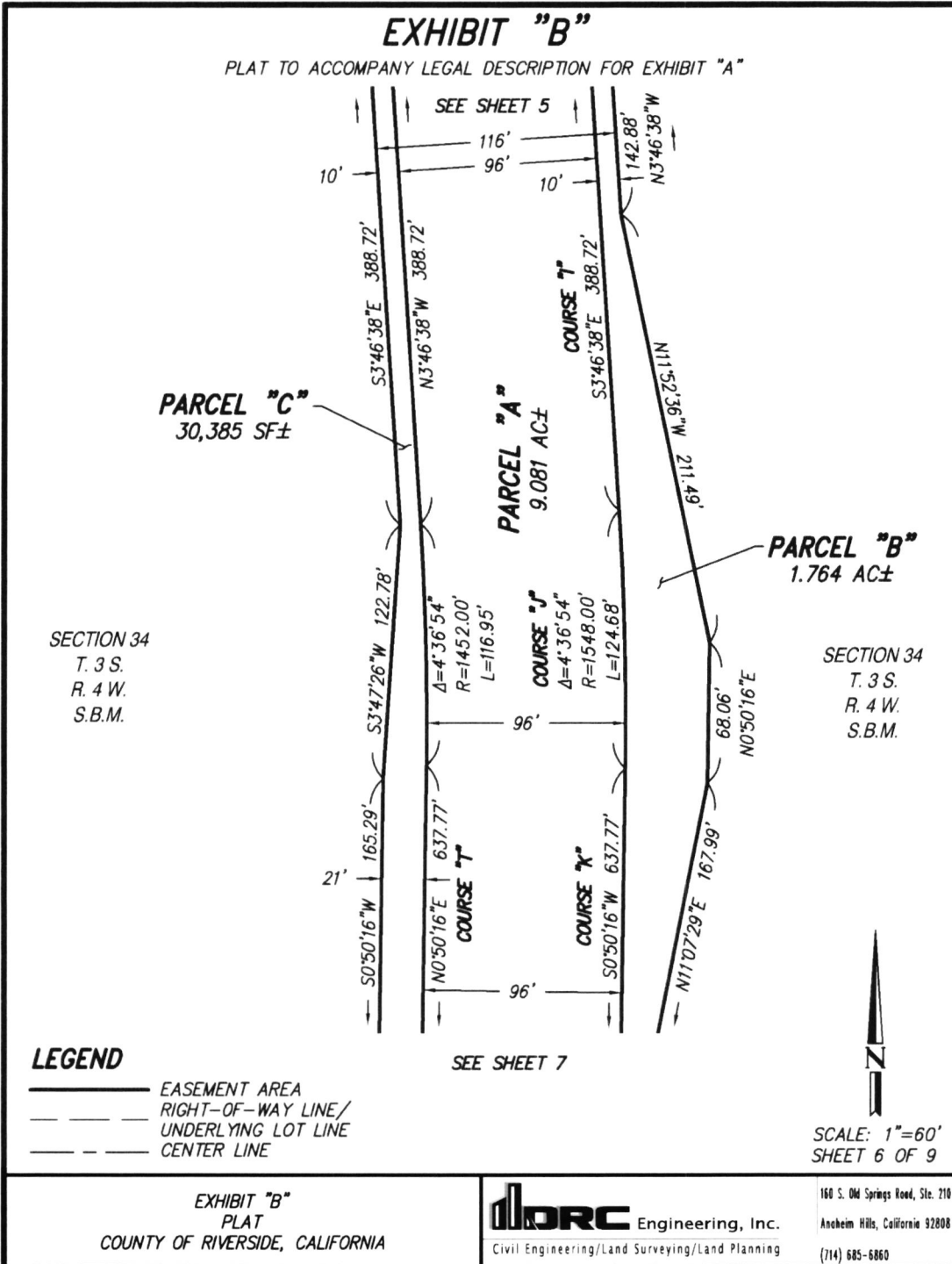
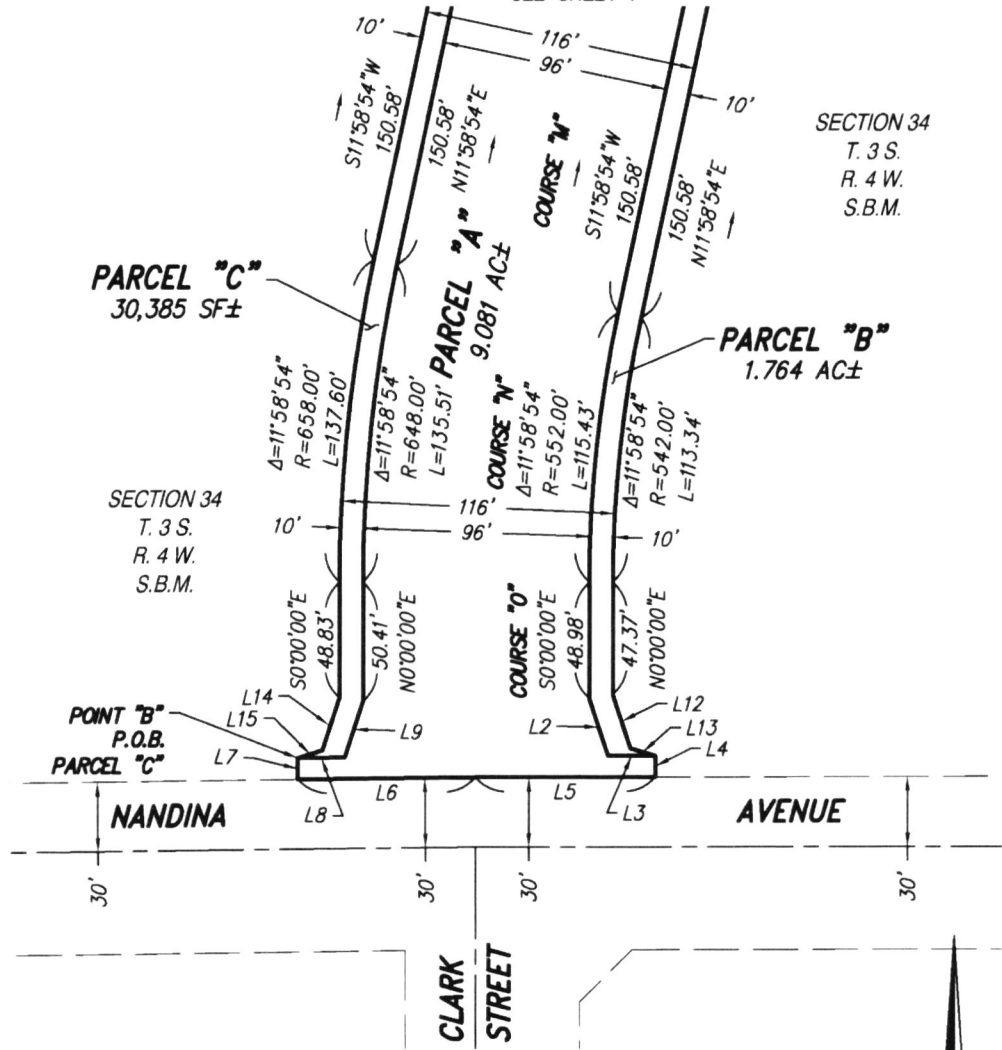


EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 7



SECTION 34
T. 3 S.
R. 4 W.
S.B.M.

SECTION 34
T. 3 S.
R. 4 W.
S.B.M.

LEGEND

- EASEMENT AREA
- RIGHT-OF-WAY LINE/ UNDERLYING LOT LINE
- CENTER LINE

NOTE

SEE SHEET 8 FOR LINE AND CURVE DATA TABLES

SCALE: 1"=60'
SHEET 8 OF 9

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

JORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

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Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S00°37'29"W	15.16'	COURSE "C"
L2	S18°16'57"E	25.60'	COURSE "P"
L3	N89°55'35"E	20.00'	COURSE "Q"
L4	S00°04'25"E	9.00'	
L5	S89°55'35"W	76.26'	
L6	S89°14'40"W	75.35'	
L7	N00°45'28"W	9.00'	
L8	N89°14'31"E	20.00'	COURSE "R"
L9	N17°58'36"E	24.89'	COURSE "S"
L10	N00°37'29"E	15.16'	
L11	N00°37'29"E	15.22'	
L12	N18°16'57"W	23.99'	
L13	N73°30'06"W	10.96'	
L14	S17°58'36"W	23.31'	
L15	S72°16'45"W	11.01'	
L16	S00°37'29"W	15.22'	

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	5°32'30"	648.00'	62.68'
C2	5°32'30"	552.00'	53.39'
C3	5°32'30"	648.00'	62.68'
C4	5°32'30"	552.00'	53.39'
C5	5°32'30"	658.00'	63.64'
C6	5°32'30"	542.00'	52.42'
C7	5°32'30"	542.00'	52.42'
C8	5°32'30"	658.00'	63.64'

SHEET 9 OF 9

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

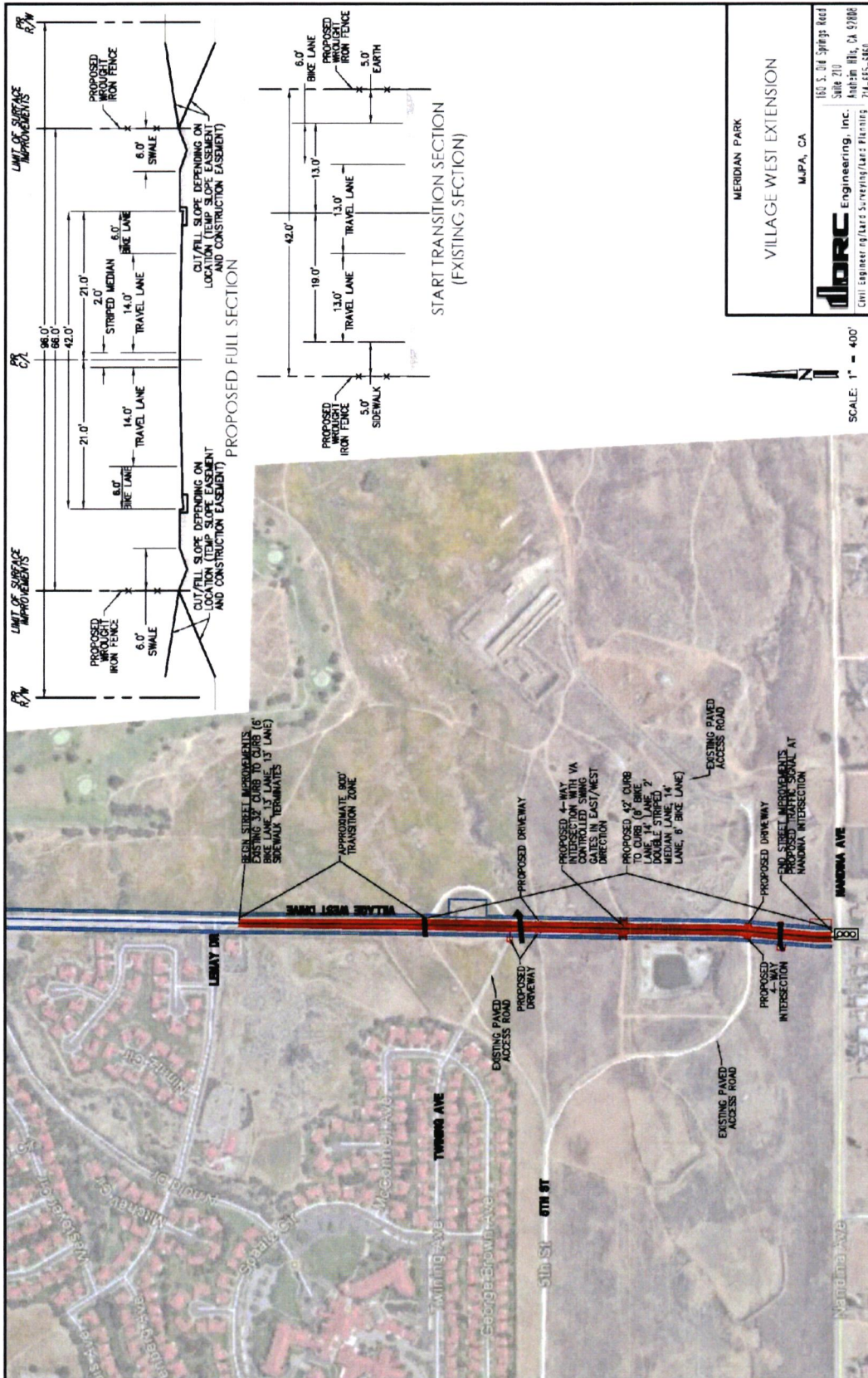
 **JRC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT A-1

DEPICTION OF EXTENSION ROAD PROJECT

[ATTACHED]



MERIDIAN PARK
 VILLAGE WEST EXTENSION
 M.P.A. CA

183 S. 04 Springs Act
 Site 210
 Ashlin Hills, CA 97082
JORC Engineering, Inc.
 Civil Engineer/landscape Surveying/landscape Planning 714-455-1880

SCALE: 1" = 400'

EXHIBIT B

UNDERPASS PROJECT LEGAL DESCRIPTION

[ATTACHED]

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY LINE OF PARCEL 8 OF RECORD OF SURVEY, FILED IN BOOK 110, PAGES 30 THROUGH 40, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN ON SAID RECORD OF SURVEY AS "N89°04'39"E 31.36'";

THENCE, ALONG SAID WESTERLY LINE AND ITS EASTERLY PROLONGATION, NORTH 89°04'39" EAST, 107.49 FEET;

THENCE, LEAVING SAID EASTERLY PROLONGATION, THE FOLLOWING ELEVEN (11) COURSES:

- 1) SOUTH 00°37'29" WEST, 1672.96 FEET;
- 2) SOUTH 00°03'36" EAST, 418.35 FEET;
- 3) SOUTH 00°37'29" WEST, 15.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 648.00 FEET;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 62.68 FEET;
- 5) SOUTH 06°09'59" WEST, 150.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 552.00 FEET;
- 6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'30" AN ARC LENGTH OF 53.39 FEET;
- 7) SOUTH 00°37'29" WEST, 200.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1452.00 FEET;
- 8) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'07" AN ARC LENGTH OF 111.55 FEET;
- 9) SOUTH 03°46'38" EAST, 388.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1548.00 FEET;
- 10) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'54" AN ARC LENGTH OF 124.68 FEET;
- 11) SOUTH 00°50'16" WEST, 6.59 FEET TO THE **TRUE POINT OF BEGINNING**;

SHEET 1 OF 2

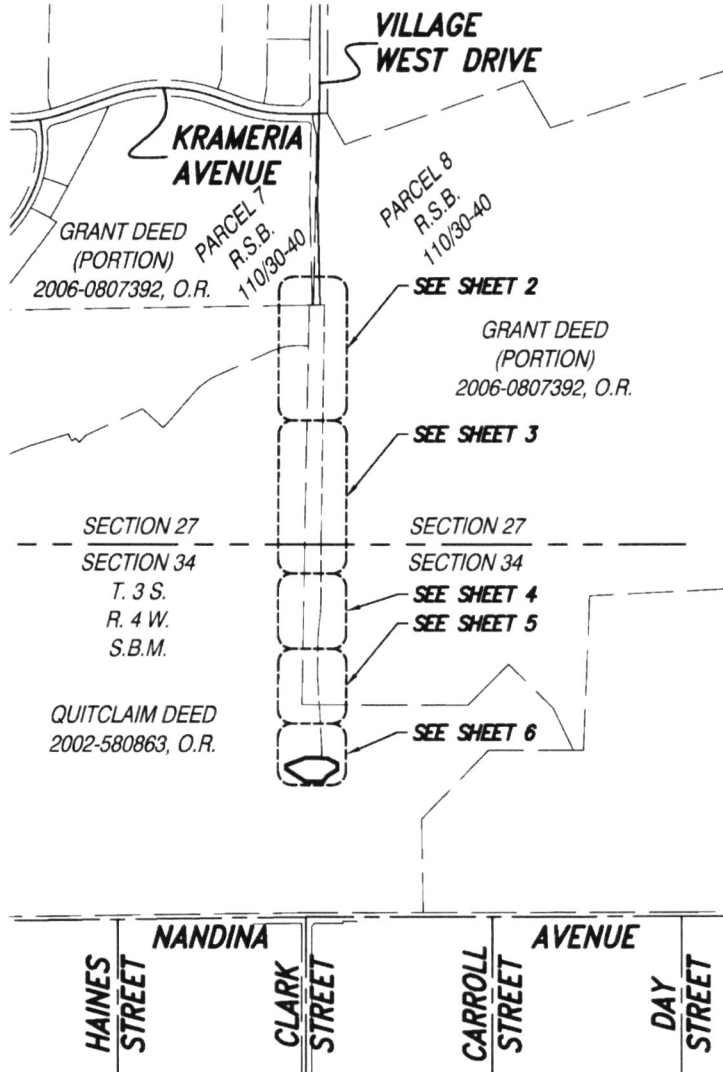
EXHIBIT "A"
LEGAL DESCRIPTION
COUNTY OF RIVERSIDE, CALIFORNIA

 **JRC** Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- EASEMENT AREA
- TIE LINE
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- CENTER LINE
- SECTION LINE



SCALE: 1"=1000'
SHEET 1 OF 6

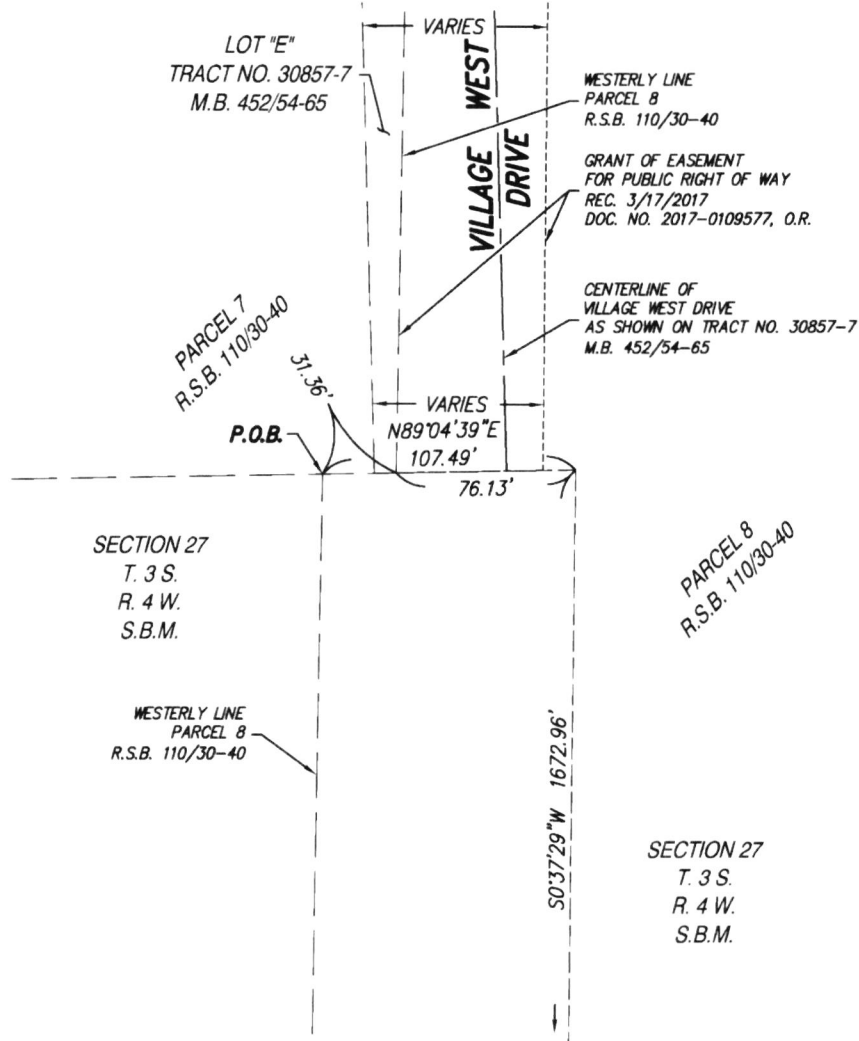
EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- TIE LINE
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- CENTER LINE
- EXISTING EASEMENT

SEE SHEET 3



SCALE: 1"=60'
SHEET 2 OF 6

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 2

WESTERLY LINE
PARCEL 8
R.S.B. 110/30-40

N89°22'31"W
10.00'

S0°37'29"W 1672.96'

PARCEL 8
R.S.B. 110/30-40

SECTION 27

SECTION 34

T. 3 S.
R. 4 W.
S.B.M.

SECTION 27

SECTION 34

T. 3 S.
R. 4 W.
S.B.M.

WESTERLY LINE
PARCEL 8
R.S.B. 110/30-40

S0°03'36"E 418.35'

SEE SHEET 4

LEGEND

- TIE LINE
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE
- - - SECTION LINE



SCALE: 1"=60'
SHEET 3 OF 6

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

dlorc Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 3

WESTERLY LINE
PARCEL 8
R.S.B. 110/30-40

SECTION 34
T. 3 S.
R. 4 W.
S.B.M.

PARCEL 8
R.S.B. 110/30-40

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°37'29"W	15.16'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	5°32'30"	648.00'	62.68'
C2	5°32'30"	552.00'	53.39'

SECTION 34
T. 3 S.
R. 4 W.
S.B.M.



SCALE: 1"=60'
SHEET 4 OF 6

LEGEND

- TIE LINE
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE

SEE SHEET 5

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 4

SECTION 34
T. 3 S.
R. 4 W.
S.B.M.

50°37'29"W
200.00'

Δ=4°24'07"
R=1452.00'
L=111.55'

S33°46'38"E 388.72'

WESTERLY LINE
PARCEL 8
R.S.B. 110/30-40

PARCEL 8
R.S.B. 110/30-40

SOUTHERLY LINE
PARCEL 8
R.S.B. 110/30-40

SECTION 34
T. 3 S.
R. 4 W.
S.R.M.

SEE SHEET 6

LEGEND

- TIE LINE
- RIGHT-OF-WAY LINE/
UNDERLYING LOT LINE



SCALE: 1"=60'
SHEET 5 OF 6

EXHIBIT "B"
PLAT
COUNTY OF RIVERSIDE, CALIFORNIA

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Civil Engineering/Land Surveying/Land Planning

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"

SEE SHEET 5

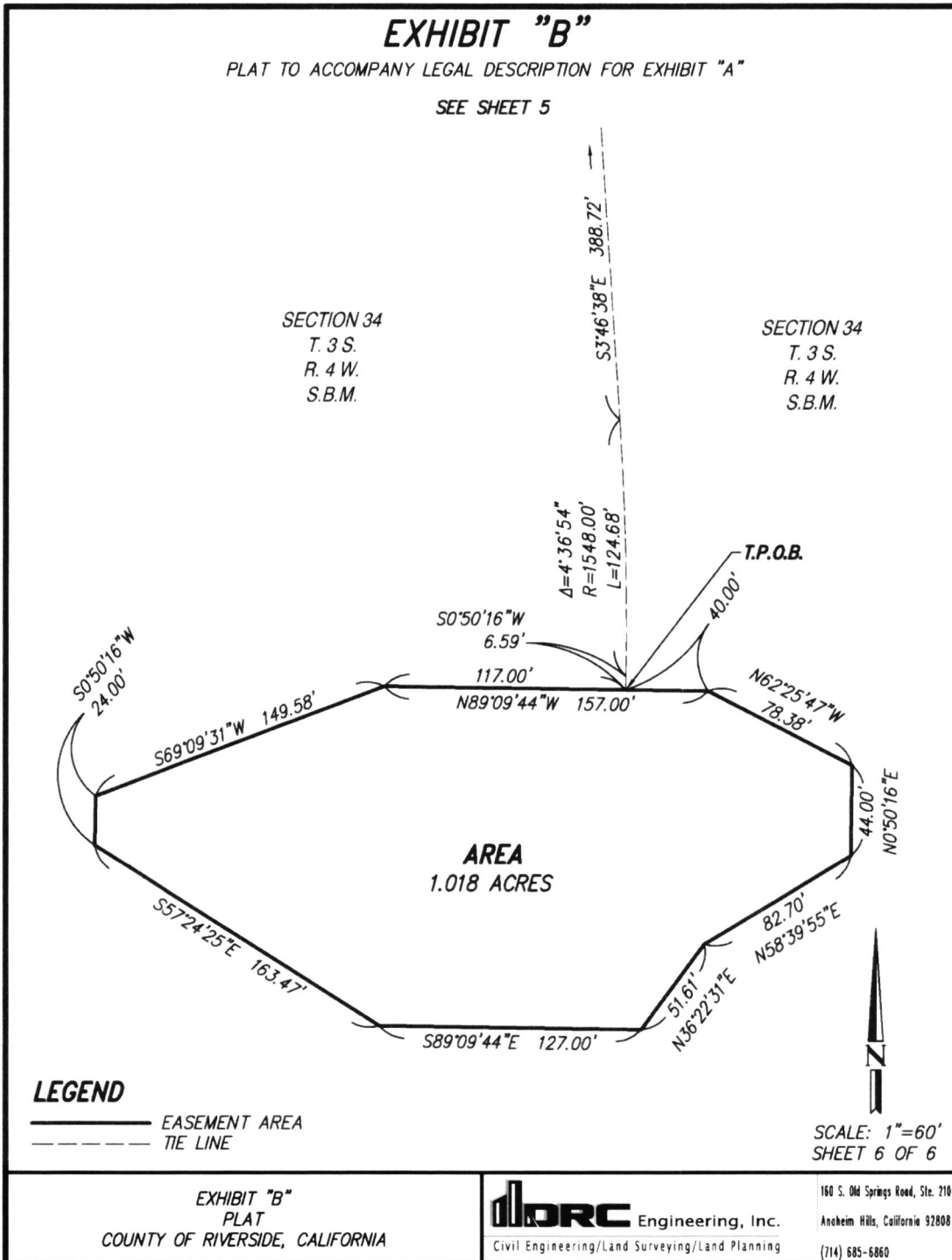


EXHIBIT B-1
DEPICTION OF UNDERPASS PROJECT
[ATTACHED]

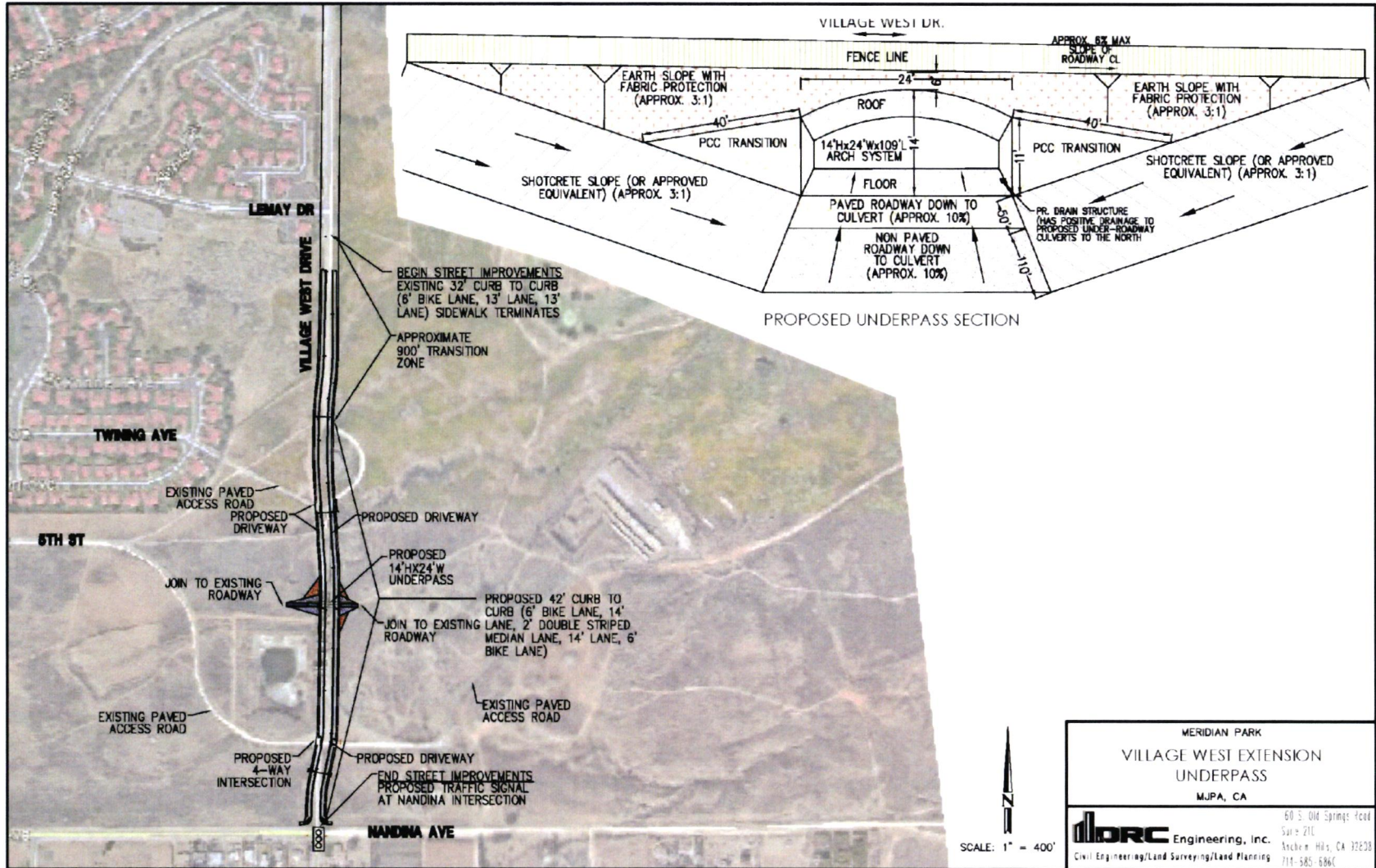


EXHIBIT C

INSURANCE

1. INSURANCE.

1.1 Time for Compliance. Developer shall not commence work under this MOU until it has provided evidence satisfactory to the MJPA/COUNTY that it has secured all insurance required under this section. In addition, Developer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the MJPA/COUNTY that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the MJPA/COUNTY to terminate this MOU for cause.

1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this MOU for work to be performed hereunder, and without limiting the indemnity provisions of the MOU, the Developer, in partial performance of its obligations under such MOU, shall procure and maintain in full force and effect during the term of the MOU the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Developer agrees to amend, supplement or endorse the policies to do so.

1.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this MOU.

1.2.2 Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

1.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.2.4 Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Developer's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the MOU and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial MOU and continuous coverage

will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this MOU.

1.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Developer shall provide endorsements on forms approved by the MJPA/COUNTY to add the following provisions to the insurance policies:

1.3.1 Commercial General Liability (1) Additional Insured: The MJPA/COUNTY, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the MOU. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Developer; or (4) contain any other exclusions contrary to the terms or purposes of this MOU. For all policies of Commercial General Liability insurance, Developer shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the MJPA/COUNTY except ten (10) days shall be allowed for non-payment of premium.

1.3.2 Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the MJPA/COUNTY except ten (10) days shall be allowed for non-payment of premium.

1.3.3 Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the MJPA/COUNTY except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the MJPA/COUNTY, its officials, officers, employees, agents, and volunteers.

1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the MJPA/COUNTY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the MJPA/COUNTY, its officials, officers, employees, agents, and volunteers or shall specifically allow Developer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Developer hereby waives its own right of recovery against MJPA/COUNTY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the MJPA/COUNTY and shall protect the MJPA/COUNTY, its

officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.7 Evidence of Insurance. Developer, concurrently with the execution of the MOU, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the MJPA/COUNTY, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the MJPA/COUNTY for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the MJPA/COUNTY. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Developer shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the MJPA/COUNTY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.9 Enforcement of MOU Provisions (non estoppel). Developer acknowledges and agrees that actual or alleged failure on the part of the MJPA/COUNTY to inform Developer of non-compliance with any requirement imposes no additional obligation on the MJPA/COUNTY nor does it waive any rights hereunder.

1.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.11 Additional Insurance Provisions

1.11.1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Developer, and any approval of said insurance by the MJPA/COUNTY, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Developer pursuant to this MOU, including but not limited to, the provisions concerning indemnification.

1.11.2 If at any time during the life of the MOU, any policy of insurance required under this MOU does not comply with these specifications or is canceled and not replaced, MJPA/COUNTY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by MJPA/COUNTY will be promptly reimbursed by Developer or MJPA/COUNTY will withhold amounts sufficient to pay premium from Developer payments. In the alternative, MJPA/COUNTY may cancel this MOU.

1.11.3 The MJPA/COUNTY may require the Developer to provide complete copies of all insurance policies in effect for the duration of the Project.

1.11.4 Neither the MJPA/COUNTY nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this MOU.

1.11.5 The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Developer from liability in excess of such coverage, nor shall it limit the Developer's indemnification obligations to the MJPA/COUNTY and shall not preclude the MJPA/COUNTY from taking such other actions available to the MJPA/COUNTY under other provisions of the MOU or law.

1.11.6 Developer shall report to the MJPA/COUNTY, in addition to Developer's insurer, any and all insurance claims submitted by Developer in connection with the Services under this MOU.

1.12 Insurance for Subconsultants. Developer shall include all subconsultants engaged in any work for Developer relating to this MOU as additional insureds under the Developer's policies, or the Developer shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the MJPA/COUNTY, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Developer's subconsultants performing work relating to this MOU shall be endorsed to name the MJPA/COUNTY, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Developer shall not allow any subconsultant to commence work on any subcontract relating to this MOU until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this MOU, to the extent applicable. The Developer shall provide satisfactory evidence of compliance with this section upon request of the MJPA/COUNTY.