

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



ITEM: 14.6
(ID # 28361)

MEETING DATE:

Tuesday, July 29, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreements Between the Riverside County Flood Control and Water Conservation District, the City of Jurupa Valley and EM Ranch Owner, LLC for Jurupa Valley – Emerald Meadows Storm Drain and Basin and Rubidoux Channel, Stage 4, Project Nos. 1-0-00224 and 1-0-00142, Tract Map No. 38318, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that execution of the Cooperative Agreements ("Agreements") are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreements between the Riverside County Flood Control and Water Conservation District ("District"), the City of Jurupa Valley ("City") and EM Ranch Owner, LLC, a California limited liability company ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreements documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or his designee to take all necessary steps to implement the Agreements, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
5. Direct the Clerk of the board to return three (3) fully executed copies of each Agreement to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

7/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 29, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreements set forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 38318 are to be constructed by the Developer and inspected, operated and maintained by the District, City, and Developer.

The Agreements are necessary to formalize the transfer of necessary rights of way and to provide for the District construction inspection and subsequent operation and maintenance of the referenced flood control facilities.

Upon completion of the project construction, the District will assume ownership, operation and maintenance of:

- (i) The mainline storm drain system that is greater than 36 inches in diameter, a 24-inch and 36-inch reinforced concrete pipe, the detention basin, spillway and outlet structure, maintenance access vaults and roads, riprap, swale and associated structures, concrete pads, slope protection barriers, signage, gates and fencing for Jurupa Valley - Emerald Meadows Storm Drain and Basin; and
- (ii) The mainline storm drain system that is greater than 36 inches in diameter, its associated structures, concrete pads, slope protection barriers, signage, gates and fencing for Rubidoux Channel, Stage 4.

The City will assume ownership and responsibility of certain inlets, curbs and gutters, catch basins and various lateral storm drains that are 36 inches or less in diameter located within City-held easements or rights of way for Rubidoux Channel, Stage 4.

The Developer will assume ownership and responsibility of various lateral storm drains, channel drain, drainage ditch and retaining walls located within the Developer right of way or easement for Jurupa Valley – Emerald Meadows Storm Drain and Basin.

County Counsel has approved the Agreements as to legal form, and the Developer has executed the Agreements. The City intends to sign a counterpart to the Agreements on its July 17th Meeting Agenda. The City's executed Agreements are forthcoming.

Environmental Findings

The Agreements are exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity is covered by the common-sense

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exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreements do not authorize actual physical development of the underlying property to any extent whatsoever. The Agreements merely establish the terms and conditions under which the District will accept future operation and maintenance responsibilities of the facilities identified in the Agreements if and when they are constructed. Such development, if it occurs at all, is subject to separate CEQA review by the lead agency with land use authority over the development prior to construction. As such, execution of these Agreements is a separate and distinct project under CEQA from the development of the site, therefore, it can be seen with certainty that there is no possibility that executing these Agreements will have a significant effect on the environment.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract Map No. 38318. The principal beneficiaries are the future tenants and residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will be accrued by the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement – Emerald Meadows Storm Drain (TR38318)
3. Cooperative Agreement – Rubidoux Channel (TR38318)

JC:blj
P8/262701


Douglas Ordóñez Jr. 7/18/2025


Aaron Gettis, Chief of Deputy County Counsel 7/15/2025

COOPERATIVE AGREEMENT

Rubidoux Channel, Stage 4

Project No. 1-0-00142

Tract Map No. 38318

This Cooperative Agreement ("Agreement"), dated as of JUL 29 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the City of Jurupa Valley, a municipal corporation of the State of California ("CITY"), and EM Ranch Owner, LLC, a California limited liability company ("DEVELOPER"). DISTRICT, CITY, and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Jurupa Valley; and

B. DEVELOPER has submitted for approval Tract Map No. 38318 related to the property, which is located in the incorporated area in the city of Jurupa Valley. As a condition of approval for Tract Map No. 38318, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 38318 are shown on DISTRICT's Drawing No. 1-0761 and shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, and include the construction of the following:

- (i). Rubidoux Channel, Stage 4 ("RUBIDOUX STAGE 4") consists of approximately 1,750 linear feet of 42-inch reinforced concrete pipe ("RCP") and its associated structures. At its downstream terminus, RUBIDOUX STAGE 4 will connect to the existing DISTRICT's

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

Rubidoux Channel, Stage 2, as shown on DISTRICT's Drawing No. 1-0290;

- (ii). All safety devices requested by DISTRICT staff during the course of PROJECT, as defined below, construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and subject to DISTRICT's inspection and approval; and

D. Together, RUBIDOUX STAGE 4 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES includes the construction of certain inlets, curbs and gutters, catch basins and various lateral storm drains within CITY right of way that are 36 inches or less in diameter, hereinafter called "CITY FACILITIES"; and

F. Together, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

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

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

I. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with

DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications and this Agreement and (iv) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

J. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES and on behalf of CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way and (iv) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY; and

K. District owns, operates, and maintains Rubidoux Channel, Stage 3 ("RUBIDOUX STAGE 3") as shown on DISTRICT's Drawing No. 1-0583; and

L. As a result of this PROJECT, a portion of RUBIDOUX STAGE 3 will be upsized from a 24-inch RCP to a 42-inch RCP, from approximately STA 18+88.00 to STA 21+40, as shown on DISTRICT's Drawing No. 1-0761 to accommodate PROJECT flows; and

M. As a result of this PROJECT, a 24 -inch RCP portion of RUBIDOUX STAGE 3 will be reconstructed and realigned from approximately STA 10+02.47 to STA 10+46.66 as shown on DISTRICT'S Drawing No. 1-0761 to accommodate PROJECT flows; and

N. DISTRICT desires that CITY assume ownership and responsibility for the operation and maintenance of the reconstructed and realigned 24-inch RCP portion of RUBIDOUX STAGE 3, from approximately STA 10+02.47 to STA 10+46.66 as shown on DISTRICT'S Drawing No. 1-0761, the existing 24-inch RCP portion of RUBIDOUX STAGE 3 from approximately STA 21+59.39 to STA 26+18.00, including certain inlets, connector pipes, catch basins, manholes, and various lateral storm drains that are 36-inches or less in diameter, as shown on DISTRICT's Drawing No. 1-0583, upon completion of PROJECT construction; and

O. CITY is willing to accept ownership and responsibility for the operation and maintenance of the reconstructed and realigned 24-inch RCP portion of RUBIDOUX STAGE 3, from approximately STA 10+02.47 to STA 10+46.66 as shown on DISTRICT'S Drawing No. 1-0761, the existing 24-inch RCP portion of RUBIDOUX STAGE 3 from approximately STA 21+59.39 to STA 26+18.00, including certain inlets, connector pipes, catch basins, manholes, and various lateral storm drains that are 36-inches or less in diameter, as shown on DISTRICT's Drawing No. 1-0583 upon completion of PROJECT construction; and

P. Future underground detention basins ("FUTURE UNDERGROUND DETENTION BASINS") upstream of PROJECT area may be constructed pursuant to CITY's conditions of approval or separate agreement between CITY and DEVELOPER. The basins are intended to attenuate increased runoff from future upstream development, ensuring post-development flows do not exceed PROJECT facility's hydraulic capacity. The Parties acknowledge that prior to construction of any FUTURE UNDERGROUND DETENTION BASINS that affect the hydraulic capacity, operation or maintenance of DISTRICT FACILITIES or CITY FACILITIES, DEVELOPER shall submit to CITY all necessary documentation, including hydrologic and hydraulic calculations, for CITY's review and approval. CITY shall ensure that outflow discharge from these FUTURE UNDERGROUND DETENTION BASINS

does not exceed PROJECT facility's hydraulic capacity. Additionally, if FUTURE UNDERGROUND DETENTION BASINS directly connect to any DISTRICT FACILITY, DEVELOPER and CITY shall coordinate with DISTRICT to obtain all required permits, reviews and inspections prior to initiating construction.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.
2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the processing and administration of this Agreement and (iii) inspections during construction of PROJECT. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents necessary for PROJECT, (iii) the processing and administration of this Agreement and (iv) inspections during construction of PROJECT.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement and not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 38318 or any phase thereof, provide CITY with faithful performance and payment bonds in accordance with the requirements set forth in CITY's municipal code, including any amendments thereto, for the estimated cost for construction of the (i) DISTRICT FACILITIES as determined by DISTRICT and (ii) CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance and CITY FACILITIES are accepted by CITY as complete, at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section the estimated cost of providing construction inspection for DISTRICT FACILITIES in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

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

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

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

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until

DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, and not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 38318 or any phase thereof, furnish DISTRICT (Attention: Developer Rights of Way Services Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. [INTENTIONALLY DELETED]

12. [INTENTIONALLY DELETED]

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

14. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete

lab/test Firm, d-load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

15. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

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

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

18. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that

PROJECT construction is substantially complete, and request (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES and (ii) CITY conduct a final inspection of CITY FACILITIES.

20. [INTENTIONALLY DELETED]

21. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

22. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS . After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall utilize Bluebeam Studio to transfer the redlined changes onto the electronic version of the IMPROVEMENT PLANS. Once the updates have been incorporated, the engineer shall review, stamp and sign the electronic IMPROVEMENT PLANS as "record drawings".

23. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. [INTENTIONALLY DELETED]

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.14, however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS and (ii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5 exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

10. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLAN as set forth in Section I.22, provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. [INTENTIONALLY DELETED]

13. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT

FACILITIES in accordance with Section II.11, (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.22, (iv) DISTRICT FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT and (v) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

14. Upon both of the following: DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.22, provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT FACILITIES and CITY FACILITIES.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY municipal code or ordinances, including any amendments thereto, as set forth in Section I.4, for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance, at which time the bond

amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete as set forth in Section II.14.

3. Request DEVELOPER update the construction schedule as deemed necessary.
4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
5. [INTENTIONALLY DELETED]
6. [INTENTIONALLY DELETED]
7. Inspect PROJECT construction.
8. [INTENTIONALLY DELETED]
9. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon (i) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, (ii) CITY's final inspection of CITY FACILITIES and (iii) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.
10. Accept ownership and sole responsibility for the operation and maintenance of the remaining portion of RUBIDOUX STAGE 3 upon completion of PROJECT.

11. Release occupancy permits in accordance with the approved conditions of approval for Tract Map No. 38318.

12. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way, which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by CITY at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

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

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review

of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site conditions that materially affects PROJECT function or CITY's ability to operate and maintain CITY FACILITIES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 38318 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

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

appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5 exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

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

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT, the County of Riverside and CITY (including each of their respective 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, action, claim or damage whatsoever, based or asserted upon any acts, omissions or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as "Indemnitors")) arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense, and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein. No settlement on behalf of CITY that would impose construction, maintenance or other obligations on CITY beyond those described in this Agreement shall be effective unless and until the settlement agreement is agreed to in writing by the City Manager on behalf of CITY.

10. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's

construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

12. 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 or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, County of Riverside or CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the

negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT and CITY as described in this Agreement.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

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

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

To CITY: CITY OF JURUPA VALLEY
8930 Limonite Ave
Jurupa Valley, CA 92509
Attn: Paul Toor
Director of Public Works/City Engineer

To DEVELOPER: EM RANCH OWNER, LLC
484 S. San Vicente Boulevard
Los Angeles, CA 90048
Attn: Dave Conley

With copy to: Fennemore
550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Attn: Brent McManigal

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

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

19. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

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

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 38318, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 38318 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map No. 38318.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) that have the authority to authorize or deny entering into this Agreement.

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

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

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

JUL 29 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By Ryan Yabko
RYAN YABKO
Deputy County Counsel

By [Signature]
Deputy
(SEAL)

[Signed in Counterpart]

Cooperative Agreement
Rubidoux Channel, Stage 4
Project No. 1-0-00142
Tract Map No. 38318
06/17/25
JC:blj

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By Rod D. Butler
ROD BUTLER
City Manager

By [Signature]
BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

By [Signature]
PETER M. THORSON
City Attorney

ATTEST: [Signature]
By [Signature]
MARIA MORRIS
City Clerk

(SEAL)


Cooperative Agreement:
Rubidoux Channel, Stage 4
Project No. 1-0-00142
Tract Map No. 38318
06/17/25
JC:blj

EM RANCH OWNER, LLC,
a California limited liability company

By: EMERALD MEADOWS HOLDINGS, LLC,
a California limited liability company,
its managing member


By: D-O CAPITAL PARTNERS, LLC,
a California limited liability company,
its sole member/manager

By: OBERFELD DEVELOPMENT CORP.,
a California Corporation,
its member

By: 

Mauricio Oberfeld
Member

By: THE DUGALLY GROUP, LLC,
a California limited liability company,
its member

By: 

Matthew Dugally
Member

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Rubidoux Channel, Stage 4
Project No. 1-0-00142
Tract Map No. 38318
06/17/25
JC:blj

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

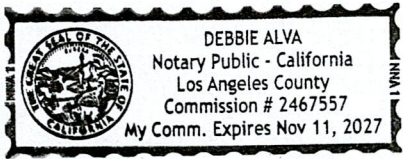
State of California

County of Los Angeles

On July 1st 2025 before me, Debbie Alva Notary Public

personally appeared Mauricio Oberfeld and Matthew Bugally
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

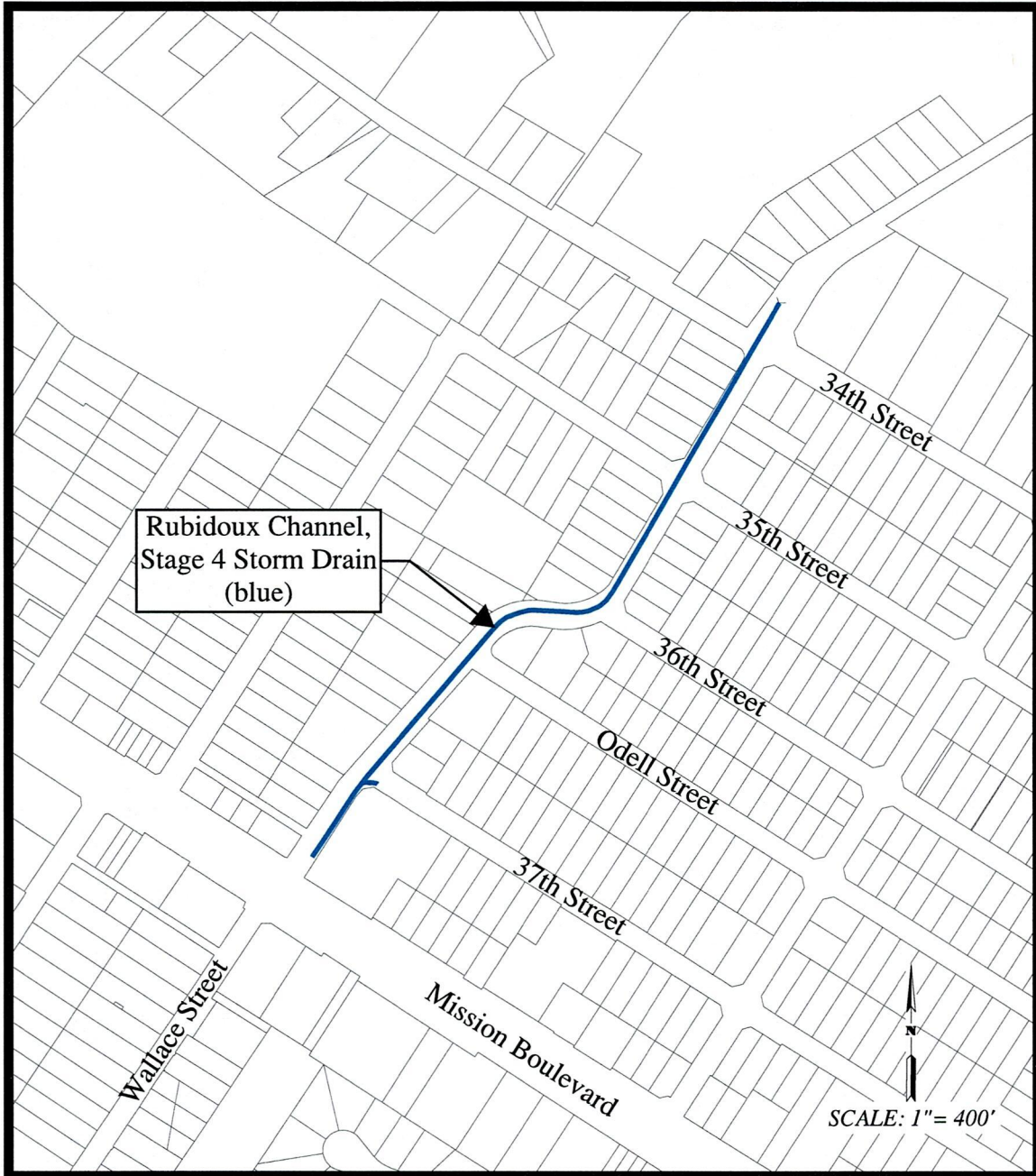
Description of Attached Document

Title or Type of Document:
Document Date:
Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mauricio Oberfeld
Signer's Name: Matthew Bugally
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: Member
Signer is Representing:

Exhibit B



COOPERATIVE AGREEMENT

Rubidoux Channel, Stage 4

Project No. 1-0-00142

Drawing No. 1-0761

Tract 38318

Exhibit C

DISTRICT's Insurance Requirements is as follows:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT and CITY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and CITY as Additional Insureds.

Exhibit C

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

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

Exhibit C

related investigations, claims administration, and defense costs and expenses.

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

Exhibit C

etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COOPERATIVE AGREEMENT

Jurupa Valley - Emerald Meadows Storm Drain and Basin

Project No. 1-0-00224

Tract Map No. 38318

This Cooperative Agreement ("Agreement"), dated as of JUL 29 2025,

is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the City of Jurupa Valley, a municipal corporation of the State of California ("CITY"), and EM Ranch Owner, LLC, a California limited liability company ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Jurupa Valley. The legal description of Tract Map No. 38318 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 38318 related to the property, which is located in the incorporated area in the city of Jurupa Valley. As a condition of approval for Tract Map No. 38318, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 38318 are shown on DISTRICT's Drawing No. 1-0762 and shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, and include the construction of the following:

- (i). Jurupa Valley – Emerald Meadows Storm Drain and Basin ("EMERALD MEADOWS STORM DRAIN") consists of

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUL 29 2025 14.6

approximately 3,050 linear feet of 10'W by 7'H double reinforced concrete double box, approximately 58 linear feet of 24-inch reinforced concrete pipe, approximately 126 linear feet of 36-inch reinforced concrete pipe, a 7.12-acre detention basin, spillway and outlet structure, maintenance access roads, maintenance access vault, riprap, swale and associated structures. At its upstream terminus EMERALD MEADOWS STORM DRAIN will connect to an existing channel under the California 60 Freeway. At its downstream terminus EMERALD MEADOWS STORM DRAIN will collect and convey flows through the proposed 7.12-acre detention basin and outlet into the Santa Ana River; and

- (ii). All safety devices requested by DISTRICT staff during the course of EMERALD MEADOWS STORM DRAIN construction and during any final field inspections, including, but not limited to, culverts, concrete pads, slope protection barriers, signage, gates and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and subject to DISTRICT's inspection and approval; and

D. Together, EMERALD MEADOWS STORM DRAIN and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES include the construction of various lateral storm drains, drainage ditch, and retaining walls located within DEVELOPER rights of way or easements, hereinafter called "DEVELOPER FACILITIES"; and

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

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

H. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all of the following (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (iv) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and (v) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

I. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way; and

J. Future underground detention basins ("FUTURE UNDERGROUND DETENTION BASINS") upstream of the PROJECT area may be constructed pursuant to CITY's conditions of approval or separate agreement between CITY and DEVELOPER. The basins are intended to attenuate increased runoff from future upstream development, ensuring post-development flows do not exceed PROJECT facility's hydraulic capacity. The Parties

acknowledge that prior to construction of any FUTURE UNDERGROUND DETENTION BASINS that affect the hydraulic capacity, operation or maintenance of DISTRICT FACILITIES, DEVELOPER shall submit to CITY all necessary documentation, including hydrologic and hydraulic calculations, for CITY's review and approval. CITY shall ensure that outflow discharge from these FUTURE UNDERGROUND DETENTION BASINS does not exceed PROJECT facility's hydraulic capacity. Additionally, if FUTURE UNDERGROUND DETENTION BASINS directly connect to any DISTRICT facility, DEVELOPER and CITY shall coordinate with DISTRICT to obtain all required permits, reviews and inspections prior to initiating construction.

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

SECTION I

DEVELOPER shall:

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

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts deemed reasonably

necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement and not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 38318 or any phase thereof, provide CITY with faithful performance and payment bonds in accordance with CITY's municipal code, including any amendments thereto, for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance, at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section the estimated cost of providing construction inspection for DISTRICT

FACILITIES, in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

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

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

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

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to

DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER and CITY that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, and not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 38318 or any phase thereof, furnish DISTRICT (Attention: Developer Rights of Way Services Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry, and temporary construction easements as may be needed for the construction, inspection, operation, and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS and prior to the start on any portion of PROJECT construction, obtain and provide DISTRICT (Attention: Developer Rights of Way Services Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in

a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

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

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final project plans, including all necessary georeferenced digital files in formats specified by DISTRICT and CITY. All digital files shall comply with DISTRICT's CAD requirements and coordinate system specifications. DISTRICT and CITY shall have full rights to use, modify, and reproduce the plans for any purpose related to PROJECT.

14. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, d-load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

15. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any

federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

16. Prior to commencing construction, submit all environmental documentation and applications related to the operation and maintenance ("ENVIRONMENTAL PERMIT APPLICATIONS") of DISTRICT FACILITIES to DISTRICT (Attn: Regulatory Section IV) for review and approval to ensure that any environmental conditions (i.e., California Environmental Quality Act mitigation measures, permit terms and conditions, etc.) imposed on the PROJECT will not have a negative impact on operations and maintenance of future DISTRICT FACILITIES. If routine maintenance actions required by DISTRICT for DISTRICT FACILITIES are not specified in REGULATORY PERMITS, such as mowing, sediment removal, etc., DEVELOPER shall obtain the requisite regulatory approvals that cover DISTRICT's operations and maintenance activities needed to maintain DISTRICT FACILITIES to the satisfaction of DISTRICT.

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

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

19. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

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

21. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, as shown in concept in blue and red cross-hatched on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21, furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said parcel(s) as being free and clear of all liens, encumbrances, assessments, easements, taxes, and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

23. Upon completion of PROJECT construction, accept ownership, sole responsibility, and all liability whatsoever for the ownership, operation and maintenance of

PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES. DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection of DISTRICT FACILITIES by DISTRICT, and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER. DEVELOPER shall continue to be responsible for ownership, operation, and maintenance of DEVELOPER FACILITIES until DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES .

24. Prior to acceptance of any DISTRICT FACILITIES, and if considered jurisdictional, obtain all necessary permits, approvals, or agreement, for the continuing operation and maintenance ("ONGOING REGULATORY PERMITS") for DISTRICT FACILITIES, as required by any Federal, State, or local resource and/or regulatory agency. This requirement shall apply even if permits were not required for construction. ONGOING REGULATORY PERMITS include, but are not limited to, those issued by the U.S. Army Corps of Engineers, State Water Resources Control Board, Regional Water Quality Control Board, California Department of Fish and Wildlife, the Western Riverside County Regional Conservation Authority, and the Coachella Valley Conservation Commission, collectively and individually referred to as "REGULATORY AGENCY(IES)". DISTRICT will not accept DISTRICT FACILITIES until ONGOING REGULATORY PERMITS have been reviewed by and deemed acceptable to DISTRICT. DEVELOPER is required to provide DISTRICT with copies of each permit application prior to submitting to the respective REGULATORY AGENCY(IES), and prior to accepting or executing ONGOING REGULATORY PERMITS, to avoid DEVELOPER receiving a permit with terms and conditions that are deemed unacceptable to DISTRICT.

25. Not cause ONGOING REGULATORY PERMITS to conflict with DISTRICT's ability to operate and maintain DISTRICT FACILITIES. If DEVELOPER provides ONGOING REGULATORY PERMITS that are deemed unacceptable to DISTRICT, DEVELOPER may be required to update or amend them prior to DISTRICT acceptance of DISTRICT FACILITIES.

26. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS after DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall utilize Bluebeam Studio to transfer the redlined changes onto the electronic version of IMPROVEMENT PLANS. Once the updates have been incorporated, the engineer shall review, stamp, and sign the electronic IMPROVEMENT PLANS as "record drawings".

27. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents, or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

28. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable

attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses, and fees shall be computed as costs and included in any judgment rendered.

29. Construct the detention basin improvements depicted in IMPROVEMENT PLANS, ensuring that the interim condition does not encroach upon existing DISTRICT's right of way associated with the Santa Ana River federal project. No improvements or activities shall extend into DISTRICT's existing right of way for the Santa Ana River without obtaining a Section 408 Permit issued by the U.S. Army Corps of Engineers ("USACE"). DEVELOPER shall provide DISTRICT (Attention: Plan Check Section) and CITY proof of the issuance of the necessary USACE Section 408 Permit prior to initiating any construction or improvements within DISTRICT's Santa Ana River right of way.

30. Acknowledge that the existing DISTRICT's Santa Ana River right of way is associated with the active federal project known as the Santa Ana River Basin – Riverside Levees Rehabilitation Project. DEVELOPER shall ensure that no improvements or construction activities impede or obstruct USACE's access through existing DISTRICT's access points previously granted to the USACE for this federal project. DEVELOPER shall coordinate with DISTRICT to verify the location and nature of existing access points and ensure they remain unobstructed and accessible at all times during PROJECT construction.

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written Notice of Intent to start of construction of PROJECT as set forth in Section I.14 however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Allow DEVELOPER to proceed with the construction of DISTRICT FACILITIES without the necessary ONGOING REGULATORY PERMITS in place, provided DEVELOPER submits its ENVIRONMENTAL PERMIT APPLICATIONS as set forth in Section I.16.

8. Review, and if applicable, comment on (i) ENVIRONMENTAL PERMIT APPLICATIONS prior to DEVELOPER submitting to REGULATORY AGENCY(IES) and (ii) any draft ONGOING REGULATORY PERMITS prior to DEVELOPER executing or accepting ONGOING REGULATORY PERMITS. DISTRICT's review is necessary to avoid receiving permits with terms and conditions that may not be acceptable to DISTRICT.

9. Upon review of ENVIRONMENTAL PERMIT APPLICATIONS, DISTRICT reserves the right to request the relevant environmental permits if routine maintenance actions required by DISTRICT are not specified in ONGOING REGULATORY PERMITS for DISTRICT FACILITIES.

10. Inspect construction of DISTRICT FACILITIES.

11. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS and (ii) the processing and administration of this Agreement.

12. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5 exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

13. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLAN as set forth in Section I.26, provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

14. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections to DISTRICT FACILITIES shall be made at the sole expense of DEVELOPER.

15. INTENTIONALLY DELETED

16. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20, (ii) DISTRICT acceptance of PROJECT

construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.26, (iv) recordation of all conveyance documents described in Section I.21, (v) receipt of all required policies of title insurance described in Section I.22, (vi) DISTRICT receipt of ONGOING REGULATORY PERMITS for DISTRICT FACILITIES described in Sections I.24 and I.25, (vii) DISTRICT FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT and (viii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

17. Upon both of the following: DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.26, provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT FACILITIES.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS when CITY has determined that IMPROVEMENT PLANS meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY municipal code or ordinances, including any amendments thereto, as set forth in Section I.4, for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The

bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance, at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that the PROJECT is complete, as set forth in Section II.17.

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

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate, and maintain DISTRICT FACILITIES within CITY rights of way.

5. INTENTIONALLY DELETED

6. INTENTIONALLY DELETED

7. Inspect PROJECT construction.

8. INTENTIONALLY DELETED

9. Release occupancy permits in accordance with the approved conditions of approval for Tract Map No. 38318.

10. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way, which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved,

repaired, replaced or changed. Any such adjustments shall be performed by CITY at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

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

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the

existing site conditions that materially affects PROJECT function, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 38318 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar

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

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY 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. DISTRICT and CITY must both grant permission for the overtime work at their sole discretion and their decisions shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with CITY municipal codes or ordinances, including any amendments thereto.

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT, the County of Riverside and CITY (including each of their respective 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, action, claim, or damage whatsoever, based or asserted upon any acts, omissions or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors")) arising

out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense, and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle or compromise any such action or claim only with the prior consent of whichever party, either DISTRICT, the County of Riverside, CITY, or some combination of those parties, is involved in any action or claim. Any such adjustment, settlement, or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein. No settlement on behalf of CITY that would impose construction, maintenance or other obligations on CITY beyond those described in this Agreement shall be effective unless and until the settlement agreement is agreed to in writing by the City Manager on behalf of CITY.

10. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside, or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

12. In the event there is conflict between this Section IV and California Civil Code Section 2782, this Section IV shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors, and assigns hereby releases DISTRICT, the County of Riverside, and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, County of Riverside or CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present, or future, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT and CITY as described in this Agreement.

14. DISTRICT reserves the right to halt construction or operation of any portion of the PROJECT that encroaches or impacts DISTRICT's Santa Ana River right of way or the active federal Santa Ana River Basin – Riverside Levees Rehabilitation Project without the necessary USACE issued 408 permit or if access through USACE's previously granted DISTRICT access points is impeded.

15. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

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

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

To CITY: CITY OF JURUPA VALLEY
8930 Limonite Ave
Jurupa Valley, CA 92509
Attn: Paul Toor
Director of Public Works/City Engineer

To DEVELOPER: EM RANCH OWNER, LLC
484 S San Vicente Boulevard
Los Angeles, CA 90048
Attn: Dave Conley

With copy to: FENNEMORE
550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Attn: Brent McManigal

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

18. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

20. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

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

22. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

23. In the event DEVELOPER sells Tract Map No. 38318, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it

shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 38318 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties, or obligations in this Agreement to the new owner(s) of Tract Map No. 38318.

24. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee, or other entity within their respective company(ies) that have the authority to authorize or deny entering into this Agreement.

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

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

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

JUL 29 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By [Signature]
RYAN YABKO
Deputy County Counsel

By [Signature]
Deputy

(SEAL)

Cooperative Agreement:
Jurupa Valley - Emerald Meadows Storm Drain and Basin
Project No. 1-0-00224
Tract Map No. 38318
06/17/25
JC:blj

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By Rod B. Butler
ROD BUTLER
City Manager

By Brian Berkson
BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

ATTEST:

By Peter M. Thorson
PETER M. THORSON
City Attorney

By Maria Morris
MARIA MORRIS
City Clerk

(SEAL)

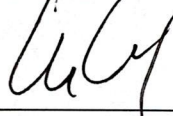
Cooperative Agreement:
Jurupa Valley - Emerald Meadows Storm Drain and Basin
Project No. 1-0-00224
Tract Map, No. 38318
06/17/25
JC:blj

EM RANCH OWNER, LLC
a California limited liability company

By Emerald Meadows Holding, LLC,
a California limited liability company,
its managing member

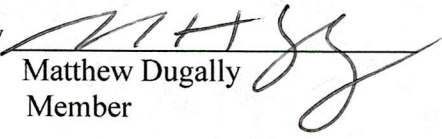
By D-O Capital Partners, LLC,
a California limited liability company,
its sole member/manager

By Oberfeld Development Corp.,
a California Corporation,
its member

By 

Mauricio Oberfeld
Member

By The Dugally Group, LLC,
a California limited liability company,
its member

By 

Matthew Dugally
Member

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Jurupa Valley - Emerald Meadows Storm Drain and Basin
Project No. 1-0-00224
Tract Map No. 38318
06/17/25
JC:blj

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

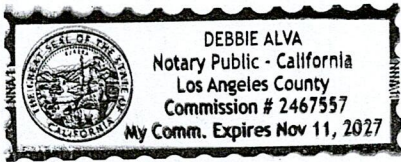
State of California

County of Los Angeles }

On July 1st 2025 before me, Debbie Alva Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mauricio Oberfeld and Matthew Dugally
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mauricio Oberfeld

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: Member

Signer is Representing: _____

Signer's Name: Matthew Dugally

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: Member

Signer is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1A:

THAT PORTION OF LOT 2 IN BLOCK 11 OF WEST RIVERSIDE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 30TH STREET (SHOWN AS FIRST STREET ON SAID MAP) WITH THE NORTHEASTERLY PROLONGATION OF THE SOUTHEAST LINE OF SAID LOT 2; THENCE NORTHWESTERLY 84.33 FEET ON SAID CENTER LINE OF 30TH STREET TO THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY 164.00 FEET, CONTINUING ON SAID CENTER LINE; THENCE SOUTHWESTERLY 530.00 FEET PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 2, THE SOUTHWEST LINE OF SAID LOT; THENCE SOUTHEASTERLY 164.00 FEET ON SAID SOUTHWEST LINE TO THE INTERSECTION OF A LINE PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 2 WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY 520.00 FEET ON LAST SAID LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 27, 1959 AS [INSTRUMENT NO. 64776 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 178-252-003](#)

PARCEL 1B:

THAT PORTION OF LOT 2 IN BLOCK 11 OF WEST RIVERSIDE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 30TH STREET (SHOWN AS FIRST STREET ON SAID MAP) WITH THE NORTHEASTERLY PROLONGATION OF THE SOUTHEAST LINE OF SAID LOT 2; HENCE NORTHWESTERLY 84.33 FEET ON SAID CENTER LINE OF 30TH STREET; THENCE SOUTHWESTERLY 520.00 FEET PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 2 TO THE SOUTHWEST LINE OF SAID LOT; THENCE SOUTHEASTERLY 84.33 FEET ON SAID SOUTHWEST LINE TO THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTHEASTERLY 516.50 FEET ON THE SOUTHEAST LINE OF SAID LOT, PROLONGED NORTHEASTERLY, TO THE POINT OF BEGINNING.

[APN: 178-252-004](#)

PARCEL 2:

ALL THAT PORTION OF LOT 1 IN BLOCK 11 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1 WITH THE WESTERLY LINE OF 30TH STREET (FORMERLY FIRST STREET); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 30TH STREET, A DISTANCE OF 426.5 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO 30TH STREET, A DISTANCE OF 440.69 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 1; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 1, A DISTANCE OF 426.50 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 1, A DISTANCE OF 483.50 FEET TO THE POINT OF BEGINNING.

[APN: 178-261-001](#)

PARCEL 3:

THE SOUTHERLY 4.00 ACRES OF LOT 1 IN BLOCK 11 OF WEST RIVERSIDE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERLY LINE OF FIRST STREET, AT A POINT 426.50 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE RUNNING SOUTHWESTERLY AT RIGHT ANGLES TO FIRST STREET, THROUGH SAID LOT TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE EASTERLY AND NORTHERLY ALONG THE MEANDERINGS OF THE SOUTHEASTERLY SIDE OF SAID LOT 1 TO THE MOST EASTERLY CORNER THEREOF ON THE SOUTHWESTERLY LINE OF FIRST STREET; THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF FIRST STREET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY FRED. A BAUMANN AND MINNIE BAUMANN, HIS WIFE, TO THE JURUPA DITCH COMPANY, A CORPORATION, BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, IN [BOOK 149, PAGE 122](#) OF DEEDS. SAID EXCEPTED PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FIRST STREET, AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF FIRST STREET, TO A POINT FROM WHICH A LINE DRAWN AT RIGHT ANGLES TO FIRST STREET, IN A SOUTHWESTERLY DIRECTION, WOULD INTERSECT THE COURSE LINE OF SAID LOT RUNNING SOUTH 75° 37' WEST, WHEN EXTENDED 15.00 FEET INTO SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE OF FIRST STREET, IN A SOUTHWESTERLY DIRECTION TO THE INTERSECTION OF SUCH LINE RUNNING SOUTHWESTERLY AT RIGHT ANGLES TO FIRST STREET WITH THE COURSE LINE OF SAID LOT 1, RUNNING SOUTH 75° 37' WEST, WHEN EXTENDED 15.00 FEET INTO SAID LOT 1; THENCE SOUTHWESTERLY PARALLEL WITH THE COURSE LINE OF SAID LOT 1, RUNNING SOUTH 05° 55' WEST TO THE INTERSECTION OF SUCH PARALLEL LINE WITH THE COURSE LINE OF SAID LOT 1 RUNNING SOUTH 66° 22' WEST; THENCE EASTERLY AND NORTHERLY ALONG THE MEANDERINGS OF THE SOUTHEASTERLY SIDE OF SAID LOT 1 TO THE POINT OF BEGINNING.

[APN: 178-261-002](#)

**EXHIBIT A
(Continued)**

PARCEL 4:

THAT PORTION OF LOT 1 IN BLOCK 25 OF WEST RIVERSIDE, AS PER MAP RECORDED IN [BOOK 9, PAGE 34](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 53° 00' 00" EAST 330.00 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO JOSEPHINE F. BRIDSON RECORDED FEBRUARY 16, 1917 IN [BOOK 454, PAGE 387](#) OF DEEDS; THENCE SOUTH 37° 00' 00" WEST 619.30 FEET ON THE SOUTHEAST LINE OF SAID LAND TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 00' 00" EAST 394.07 FEET, PARALLEL WITH SAID NORTHEAST LINE OF LOT 1 TO THE CENTER LINE OF "C" STREET; THENCE SOUTH 64° 53' 00" WEST 195.33 FEET ON SAID CENTERLINE OF "C" STREET TO THE CENTER LINE OF FIRST STREET; THENCE NORTH 53° 00' 00" WEST 302.69 FEET ON LAST SAID CENTERLINE TO THE MOST SOUTHERLY CORNER OF SAID LAND DESCRIBED IN DEED TO JOSEPHINE F. BRIDSON; THENCE NORTH 37° 00' 00" EAST 172.70 FEET ON THE SOUTHEAST LINE OF SAID LAND TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS IN SAID "C" STREET AND SAID FIRST STREET.

[APN: 178-262-002](#)

PARCEL 5:

PARCEL 5A:

THAT PORTION OF LOT 1 IN BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 53° EAST ON THE NORTHEASTERLY LINE OF SAID LOT, TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, AND AT SUCH A DISTANCE FROM SAID NORTHWESTERLY LINE AS WILL INCLUDE IN THIS DESCRIPTION 6 ACRES OF LAND, NO MORE OR LESS; THENCE SOUTH 37° WEST ON SAID LINE DRAWN PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 792 FEET, MORE OR LESS, TO THE CENTER LINE OF FIRST STREET; THENCE NORTH 53° WEST ON THE CENTER LINE OF FIRST STREET, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT EXTENDED SOUTHWESTERLY; THENCE NORTH 37° EAST ON THE NORTHWESTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT IN FAVOR OF THE PUBLIC OVER THAT PORTION INCLUDED IN FIRST STREET.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, 1 SOUTH 37° 35' 34" WEST, 650.54 FEET; THENCE NORTH 84° 41' 12" EAST 450.53 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO JOSEPHINE F. BRIDSON BY DEED RECORDED FEBRUARY 16, 1917 IN [BOOK 454, PAGE 387](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 37° 35' 34" EAST 344.26 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 52° 28' 59" WEST 330 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A
(Continued)**

PARCEL 5B:

THAT PORTION OF LOT 4 IN BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 4, BEING A POINT IN THE CENTER LINE OF FIRST STREET, AS SHOWN ON SAID MAP; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT, NORTH 37° 35' 34" EAST 141.59 FEET TO A POINT DISTANT ALONG SAID SOUTHEASTERLY LINE SOUTH 37° 35' 34" WEST 650.54 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE COURSE "A", SOUTH 84° 41' 12" WEST 95.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, AND WHICH CURVE IS TANGENT AT ITS SOUTHERLY TERMINUS WITH THE NORTHEASTERLY LINE OF SAID FIRST STREET; THENCE COURSE "B", SOUTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 137° 09' 55", AN ARC DISTANCE OF 59.85 FEET TO SAID NORTHEASTERLY LINE OF FIRST STREET; THENCE AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE SOUTH 37° 31' 17" WEST 33.00 FEET TO SAID CENTER LINE OF FIRST STREET; THENCE ALONG SAID CENTER LINE SOUTH 52° 28' 43" EAST 53.21 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT IN FAVOR OF THE PUBLIC OVER THAT PORTION INCLUDED WITHIN THE LINES OF SAID FIRST STREET.

[APN: 178-262-001](#)

PARCEL 6:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY A MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, WHICH BEARS SOUTH 53° 00' EAST, A DISTANCE OF 330.0 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 515.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE SOUTH 53° 00' EAST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 448.76 FEET TO A POINT IN THE CENTER LINE OF C STREET; THENCE SOUTH 64° 53' WEST ALONG THE CENTER LINE OF C STREET, A DISTANCE OF 116.95 FEET; THENCE NORTH 53° 00' WEST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 394.07 FEET; THENCE NORTH 37° 00' EAST AND PARALLEL WITH NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 103.37 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN C STREET.

[APN: 178-262-003](#)

PARCEL 7:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, AS SHOWN ON A MAP ON FILE IN MAP [BOOK 9, PAGE 34](#) THEREOF, RECORDS OF THE RECORDER'S OFFICE OF SAN BERNARDINO, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, WHICH BEARS SOUTH 53° 00' EAST, A DISTANCE OF 330 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 327 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE SOUTH 53° 00' EAST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 462 FEET, TO A POINT IN THE CENTER LINE OF C STREET; THENCE SOUTH 37° 00' WEST ALONG THE CENTER LINE OF C STREET, A DISTANCE OF 163.9 FEET; THENCE SOUTH 64° 53' WEST ALONG THE CENTER LINE OF C STREET, A DISTANCE OF 28.22 FEET; THENCE NORTH 53° 00' WEST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 448.76 FEET; THENCE NORTH 37° 00' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 188.93 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN C STREET. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 22, 1959 AS [INSTRUMENT NO. 54300 OF OFFICIAL RECORDS](#).

[APN: 178-262-004](#)

PARCEL 8:

THAT PORTION OF LOT 2, AS SHOWN BY THE AMENDED MAP OF INDIAN HILL TRACT RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SECOND STREET, DISTANT ALONG SAID PROLONGATION, SOUTH 52° 37' 12" EAST 29.30 FEET FROM THE COMMON CORNER OF LOTS "A" AND 2, AS SAID STREET AND LOTS ARE SHOWN ON SAID MAP; THENCE ALONG SAID PROLONGATION, SOUTH 52° 37' 12" EAST 310.70 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 4 IN DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 7, 1957, IN [BOOK 2100, PAGE 151 OF OFFICIAL RECORDS](#), IN SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 4, NORTH 37° 22' 48" EAST 183.80 FEET; THENCE NORTH 83° 13' 39" WEST 361.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER PERCOLATING OR FLOWING, OR BENEATH THE SURFACE THEREOF, AS RESERVED IN DEED FROM S. C. EVANS AND MARY S. EVANS, HIS WIFE, RECORDED MARCH 5, 1928 IN [BOOK 722, PAGE 172](#) OF DEEDS, IN SAID RECORDER'S OFFICE.

[APN: 178-290-005](#)

PARCEL 9:

THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, BEING THE SOUTHEASTERLY LINE OF "C" STREET, A DISTANCE OF 63.00 FEET; THENCE SOUTH 53° 00' EAST, AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 112.47 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST, ALONG THE

**EXHIBIT A
(Continued)**

SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 78.88 FEET, TO THE MOST SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTH 53° 00' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 65.00 FEET, TO THE POINT OF BEGINNING.

[APN: 178-300-001](#)

PARCEL 10:

THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 37° 00' EAST A DISTANCE OF 63 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, BEING THE SOUTHEASTERLY LINE OF "C" STREET, A DISTANCE OF 60.00 FEET; THENCE SOUTH 53° 00' EAST, AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 157.68 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 75.13 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 112.47 FEET TO THE POINT OF BEGINNING.

[APN: 178-300-002](#)

PARCEL 11:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY, TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13 THAT BEARS NORTH 37° EAST, 123.00 FEET FROM THE MOST WESTERLY CORNER THEREOF; THENCE NORTH 37° EAST ON THE NORTHWESTERLY LINE OF SAID LOT, 193.31 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF SAID PARCEL OF LAND CONVEYED TO OLIVER WILSON, ET UX, BY DEED FROM IZOLA MAYFIELD RECORDED JANUARY 26, 1951 AS [INSTRUMENT NO. 3917 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 53° EAST ON THE SOUTHWESTERLY LINE OF SAID PARCEL CONVEYED TO WILSON, 303.15 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° WEST ON THE SOUTHEASTERLY LINE OF SAID LOT, 220.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DANIEL R. HOLLIS, ET UX, BY DEED FROM IZOLA MAYFIELD RECORDED FEBRUARY 25, 1952 IN [BOOK 1344, PAGE 363 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 53° WEST ON THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED TO HOLLIS, 157.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

[APN: 178-300-003](#)

PARCEL 12:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT A POINT ON THE NORTHWEST LINE OF SAID LOT 13, BEING A POINT ON THE EASTERLY LINE OF "C" STREET OF WEST RIVERSIDE, WHICH BEARS SOUTH 37° 00' WEST, A DISTANCE OF 795.74 FEET, FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 00' EAST, A DISTANCE OF 348.36 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 75.13 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 303.15 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13, THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

[APN: 178-300-004](#)

PARCEL 13:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13, BEING A POINT ON THE EASTERLY LINE OF "C" STREET OF WEST RIVER, WHICH BEARS SOUTH 37° 00' WEST, A DISTANCE OF 684.00 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 00' EAST, A DISTANCE OF 432.56 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 74° 00' WEST ALONG SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 139.91 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 348.36 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13; THENCE NORTH 37° 00' EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 111.74 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED NOVEMBER 13, 1959 AS [INSTRUMENT NO. 96824 OF OFFICIAL RECORDS](#).

[APN: 178-300-005](#)

PARCEL 14:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13, BEING A POINT ON THE EASTERLY LINE OF HALL STREET OF WEST RIVERSIDE, WHICH BEARS SOUTH 37° 0' WEST 582 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 0' EAST 187.95 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 AS [INSTRUMENT NO. 63725 OF OFFICIAL RECORDS](#); THENCE SOUTH 70° 38' 03" WEST TO A POINT LOCATED 15 FEET, MEASURED AT RIGHT ANGLES, TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO PERCY STRICKLAND, JR., BY DEED RECORDED DECEMBER 5, 1950 IN [BOOK 1225, PAGE 328](#) OF OFFICIAL RECORDS. AND THE QUITCLAIM DEED RECORDED AUGUST 24, 1955 IN [BOOK 1785, PAGE 225 OF OFFICIAL RECORDS](#), THE TRUE POINT OF BEGINNING;

**EXHIBIT A
(Continued)**

THENCE SOUTH 53° 0' EAST 123 FEET; THENCE SOUTH 37° 0' WEST 87 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL CONVEYED TO PERCY STRICKLAND, JR., ABOVE REFERRED TO; THENCE NORTH 53° 0' WEST ON SAID SOUTHWESTERLY LINE 180 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA ABOVE REFERRED TO; THENCE NORTH 70° 38' 03" EAST ON THE SOUTHEASTERLY LINE OF SAID PARCEL 106.61 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

[APN: 178-300-006](#)

PARCEL 15:

THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13, BEING A POINT ON THE EASTERLY LINE OF HALL STREET OF WEST RIVERSIDE, WHICH BEARS SOUTH 37° 00' WEST, A DISTANCE OF 582.00 FEET, FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 00' EAST, A DISTANCE OF 408.02 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 13; THENCE SOUTH 13° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 92.59 FEET; THENCE SOUTH 74° 00' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, A DISTANCE OF 21.80 FEET; THENCE NORTH 53° 00' WEST, A DISTANCE OF 432.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 13; THENCE NORTH 37° 00' EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 13, A DISTANCE OF 102.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED JULY 23, 1959 AS [INSTRUMENT NO. 63725](#), IN BOOK 2515, PAGE 40 OF OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 13 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 13, BEING A POINT ON THE EASTERLY LINE OF HALL STREET OF WEST RIVERSIDE WHICH BEARS SOUTH 37° 0' WEST, 582.00 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 53° 0' EAST 187.95 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 AS [INSTRUMENT NO. 63725 OF OFFICIAL RECORDS](#); THENCE SOUTH 70° 38' 03" WEST TO A POINT LOCATED 15.00 FEET, MEASURED AT RIGHT ANGLES, TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO PERCY STRICKLAND, JR., BY DEED RECORDED DECEMBER 5, 1950 IN [BOOK 1225, PAGE 328](#) OF OFFICIAL RECORDS AND THE QUITCLAIM DEED RECORDED AUGUST 24, 1955 IN [BOOK 1785, PAGE 225 OF OFFICIAL RECORDS](#). THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 0' EAST 123.00 FEET; THENCE SOUTH 37° 0' WEST 87.00 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL CONVEYED TO PERCY STRICKLAND, JR., ABOVE REFERRED TO; THENCE NORTH 53° 0' WEST ON SAID SOUTHWESTERLY LINE 180.00 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA ABOVE REFERRED TO; THENCE NORTH 70° 38' 03" EAST ON THE SOUTHEASTERLY LINE OF SAID PARCEL 106.61 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

[APN: 178-300-007](#)

**EXHIBIT A
(Continued)**

PARCEL 16:

THAT PORTION OF LOT 13 OF RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 18, 1961 AS [INSTRUMENT NO. 4358](#), IN BOOK 2833, PAGE [301 OF OFFICIAL RECORDS](#): THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND, 218.14 FEET TO THE SOUTHERLY LINE OF A CONNECTING ROAD SHOWN AS SEGMENT "S" ON "DETAIL MAP OF RELINQUISHMENT" ON FILE IN [BOOK 3, PAGE 37](#) OF STATE HIGHWAY MAPS, RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, 124.99 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 700 FEET; THENCE EASTERLY ALONG SAID CURVE, 108.24 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 208.54 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED APRIL 28, 1964 AS [INSTRUMENT NO. 52474 OF OFFICIAL RECORDS](#).

[APN: 178-300-008](#)

PARCEL 17:

THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER RECORDED IN MAP [BOOK 5, PAGE 116](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 4 WHICH BEARS NORTH 11° 30' 00" WEST 85.61 FEET FROM THE ANGLE POINT SHOWN AS STATION 6 ON SAID MAP; SAID POINT OF BEGINNING BEING ALSO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO HENRY L. BORDERS, ET UX, RECORDED MAY 24, 1959 AS [INSTRUMENT NO. 44110 OF OFFICIAL RECORDS](#), THENCE SOUTH 73° 08' 50" EAST 427.63 FEET ALONG THE NORTH LINE OF SAID LAND TO THE EAST LINE OF SAID LOT 4.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHERLY AND EASTERLY OF THE SOUTHERLY AND WESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED DECEMBER 22, 1959 AS [INSTRUMENT NO. 108047 OF OFFICIAL RECORDS](#).

ALSO EXCEPTING THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT, SHOWN AS STATION 39 ON SAID MAP: THENCE NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 138.33 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 80 FEET; THENCE NORTH 73° 08' 50" WEST 150 FEET; THENCE SOUTH 13° 45' WEST, 80 FEET; THENCE SOUTH 73° 08' 50" EAST, 150 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-001](#)

**EXHIBIT A
(Continued)**

PARCEL 18:

THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN BOOKS PAGE 116 OF MAPS, RIVERSIDE COUNTY RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE EASTERLY LINE OF SAID LOT, SHOWN AS STATION 39 ON SAID MAP; THENCE NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 138.33 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 13° 45' EAST ALONG THE EASTERLY LINE OF SAID LOT, 80 FEET; THENCE NORTH 73° 08' 50" WEST, 150.00 FEET; THENCE SOUTH 13° 45' WEST, 80 FEET; THENCE SOUTH 73° 08' 50" EAST, 150 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-002](#)

PARCEL 19:

ALL THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 9° 00' WEST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 325 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING NORTH 9° 00' WEST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 75.00 FEET; THENCE NORTH 81° 38' 40" WEST, A DISTANCE OF 405.97 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTH 32° 00' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 64.00 FEET; THENCE SOUTH 45° 00' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 65.00 FEET; THENCE SOUTH 55° 00' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 31.00 FEET; THENCE SOUTH 42° 40' EAST A DISTANCE OF 2.75 FEET; THENCE SOUTH 87° 44' 20" EAST, A DISTANCE OF 510.12 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-004](#)

PARCEL 20:

PARCEL 20A:

THAT PORTION OF LOT 4 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE NORTH 41° 50' 19" WEST, 740.60 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 4 TO STATION 14 AS SHOWN ON SAID MAP; THENCE NORTH 79° 48' 18" EAST, 98.87 FEET TO STATION 13 AS SHOWN ON SAID MAP; THENCE NORTH 81° 06' 08" EAST, 143.81 FEET TO STATION 12 AS SHOWN ON SAID MAP; THENCE NORTH 68° 11' 46" EAST, 173.03 FEET TO STATION 11 AS SHOWN ON SAID MAP; THENCE NORTH 69° 48' 48" EAST, 94.04 FEET TO STATION 10 AS SHOWN ON SAID MAP; THENCE NORTH 56° 26' 55" EAST, 63.00 FEET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ARTHUR L. WHITLEY AND WIFE, RECORDED AUGUST 19, 1959 AS [INSTRUMENT NO. 72092 OF OFFICIAL RECORDS](#); THENCE SOUTH 41° 50' 19" EAST 2.75 FEET; THENCE SOUTH 86° 57' 26" EAST 509.74

**EXHIBIT A
(Continued)**

FEET ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO WHITLEY, TO A POINT ON THE EASTERLY LINE OF SAID LOT 4; THENCE SOUTH 08° 11' 52" EAST, 325.00 FEET ON SAID EASTERLY LINE TO THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 58° 25' 01" WEST, 713.42 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

[APN: 178-310-005](#), [APN: 178-310-006](#) AND [APN: 178-310-008](#)

PARCEL 20B:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO THE CITIZENS NATIONAL TRUST AND SAVINGS BANK OF RIVERSIDE RECORDED MAY 12, 1949 IN [BOOK 1075, PAGE 538 OF OFFICIAL RECORDS](#), SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF RIVERSIDE RECORDED MAY 6, 1949 IN [BOOK 1074, PAGE 193 OF OFFICIAL RECORDS](#). THE BEARING OF THE NORTHEASTERLY LINE OF SAID LAND DESCRIBED IN SAID DEED TO CITIZENS NATIONAL TRUST AND SAVINGS BANK BEING SOUTH 52° 34' 10" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE NORTH 37° 26' 50" EAST 55.00 FEET; THENCE NORTH 45° 49' 50" EAST 60.00 FEET; THENCE NORTH 51° 53' 50" EAST 128.00 FEET; THENCE NORTH 56° 22' 50" EAST 84.00 FEET; THENCE NORTH 67° 19' 50" EAST 84.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 10, 1957 IN [BOOK 2116, PAGE 213](#) OF OFFICIAL RECORDS.

SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 8,000.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 10° 52' 04" EAST; THENCE EASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 05° 34' 17" AN ARC DISTANCE OF 777.90 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE IN SAID SOUTHERLY LINE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,375.00 FEET; THENCE EASTERLY ON SAID SOUTHERLY LINE AND SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 01° 03' 50" AN ARC DISTANCE OF 136.94 FEET TO A POINT FROM WHICH A RADIAL OF SAID LAST MENTIONED CURVE BEARS NORTH 17° 30' 11" EAST; THENCE SOUTH 35° 38' 11" WEST, 3,576.13 FEET; THENCE NORTH 54° 21' 39" WEST, 153.01 FEET TO THE EASTERLY LINE OF THE LEVEE RIGHT OF WAY DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 27, 1938 IN [BOOK 390, PAGE 475 OF OFFICIAL RECORDS](#); THENCE NORTH 15° 51' 20" EAST ON SAID RIGHT OF WAY LINE, 507.83 FEET TO THE BEGINNING OF A CURVE, IN SAID EASTERLY LINE, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 24,140.37 FEET (RECORDED AS 20,070.00 FEET); THENCE NORTHERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 47' 52" AN ARC DISTANCE OF 1,178.78 FEET TO A POINT, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 76° 56' 32" EAST; THENCE NORTH 19° 54' 32" EAST 678.13 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN THE FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED OCTOBER 13, 1961 AS [INSTRUMENT NO. 87691 OF OFFICIAL RECORDS](#); THENCE NORTH 52° 34' 10" WEST, 135.00 FEET ON THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DECREE OF CONDEMNATION TO ANGLE POINT IN SAID LINE; THENCE SOUTH 19° 20' 05" WEST, 609.41 FEET ON THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DECREE OF CONDEMNATION TO THE MOST SOUTHERLY CORNER OF SAID LAND DESCRIBED IN SAID DECREE OF CONDEMNATION; THENCE SOUTH 32° 04' 36" WEST 321.76 FEET TO A POINT THAT BEARS SOUTH 52° 59' 00" EAST 622.05 FEET FROM A POINT IN THE SOUTHEASTERLY LINE OF TURBINE STREET DISTANT SOUTH 58° 25' 00" WEST THEREON 897.85 FEET FROM THAT CERTAIN ANGLE POINT SHOWN ON THE MAP OF THE TURBINE TRACT RECORDED IN [BOOK 5, PAGE 116](#) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS BEING THE MOST EASTERLY CORNER OF LOT 12 OF SAID

EXHIBIT A
(Continued)

TURBINE TRACT; THENCE NORTH 52° 59' 00" WEST 622.05 FEET TO SAID POINT IN THE SOUTHEASTERLY LINE OF TURBINE STREET; THENCE NORTH 58° 25' 00" EAST, 897.85 FEET ON SAID SOUTHEASTERLY LINE OF TURBINE STREET, TO THE AFORESAID ANGLE POINT; THENCE NORTH 08° 11' 52" WEST, 418.20 FEET ON THE NORTHEASTERLY LINE OF TURBINE STREET TO AN ANGLE POINT ON SAID TURBINE STREET; THENCE NORTH 14° 38' 13" EAST, 46.06 FEET TO A POINT IN THE NORTHEASTERLY LINE OF TURBINE STREET DISTANCE SOUTH 14° 38' 13" WEST THEREON 339.80 FEET FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID TURBINE STREET WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF 28TH STREET (FORMERLY SECOND STREET) AS SHOWN ON SAID MAP; THENCE SOUTH 52° 34' 10" EAST, 507.73 FEET PARALLEL WITH SAID SOUTHWESTERLY LINE OF 28TH STREET TO THE WESTERLY LINE OF THE AFORESAID LAND DESCRIBED IN SAID DEED TO THE CITY OF RIVERSIDE; THENCE NORTH 32° 04' 36" EAST, 354.81 FEET ON SAID WESTERLY LINE TO THE POINT OF BEGINNING.

[APN: 178-310-023](#), [APN: 179-310-001](#), [APN 179-310-004](#) AND [APN 179-340-001](#)

PARCEL 21:

LOT 11 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED AS FOLLOWS:

BEGINNING AT STATION #1 OF SAID TRACT; THENCE IN A STRAIGHT LINE 155 FEET TO STATION #2 OF SAID TRACT; THENCE IN A STRAIGHT LINE 136 FEET TO STATION #3 OF SAID TRACT; THENCE IN A STRAIGHT LINE TO SECOND STREET TO STATION #41 OF SAID TRACT; THENCE IN A STRAIGHT LINE TO STATION #1 AND THE POINT OF BEGINNING; THE PORTION HEREBY RESERVED CONTAINS THIRTY FIVE HUNDREDTHS (.35) OF AN ACRE, MORE OR LESS, AND THE PORTION OF SAID LOT #11 HEREBY CONVEYED CONTAINS SIX (6) ACRES. THE .35 ACRES HEREBY RESERVED IS A TRIANGULAR PIECE OF LAND FACING TURBINE STREET SAID STATION #41 MENTIONED BEING AT THE POINT WHERE TURBINE AND SECOND STREETS JOIN, AS SHOWN ON THE PLAT OF SAID TRACT ABOVE REFERRED TO.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 DEEDED TO WALKER M. MORRISON BY DEED RECORDED AUGUST 18, 1952 IN [BOOK 1393, PAGE 513](#) OF OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED THEREIN.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1961 AS [INSTRUMENT NO. 71941 OF OFFICIAL RECORDS](#), AS MORE PARTICULARLY DESCRIBED THEREIN.

[APN: 178-310-007](#)

PARCEL 22:

LOT 5 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 16.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT, 370.00 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 16.00 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE, 370.00 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-009](#)

PARCEL 23:

THAT PORTION OF LOT 6 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE SOUTHEASTERLY LINE OF SAID LOT 6 AT A POINT 197.86 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT, SAID POINT OF BEGINNING BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS H. GOODE, RECORDED IN [BOOK 605, PAGE 95](#) OF DEEDS. RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 34° 42' WEST, 836.76 FEET TO THE NORTHWESTERLY LINE OF SAID LOT.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 41° 48' WEST, 315.45 FEET; THENCE NORTH 54° 03' EAST, 236.70 FEET; THENCE SOUTH 34° 42' EAST, 326.16 FEET; THENCE SOUTH 57° 36' WEST ON THE SOUTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY M. PEARL GOOCH, ET CON, TO ALFRED E. GOODE, BY DEED RECORDED MARCH 9, 1932 IN [BOOK 69, PAGE 203 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 178-310-011](#)

PARCEL 24:

LOT 10 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 178-310-012](#)

PARCEL 25:

THAT PORTION OF LOT 6 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 315.45 FEET, NORTHWESTERLY FROM THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 41° 48' 00" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 271.78 FEET; THENCE NORTH 42° 41' 00" EAST, 100.70 FEET; THENCE NORTH 51° 19' 00" WEST, 60.00 FEET; THENCE NORTH 28° 59' 00" EAST, 54.48 FEET, THE LAST THREE COURSES AND DISTANCES FOLLOWING ALONG THE BOUNDARY LINE

**EXHIBIT A
(Continued)**

OF SAID LOT 6; THENCE SOUTH 41° 48' 00" EAST, 372.60 FEET, TO POINT ON THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO ALFRED E. GOODE BY DEED RECORDED OCTOBER 26, 1936 IN [BOOK 301, PAGE 286](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 53° 54' 00" WEST, ALONG SAID NORTHEASTERLY EXTENSION AND SAID NORTHWESTERLY LINE, 142.18 FEET, TO THE POINT OF BEGINNING.

[APN: 178-310-013](#)

PARCEL 26:

THAT PORTION OF LOT 6 OF THE RIVERSIDE LAND & IRRIGATING COMPANY'S TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 41° 48' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 315.45 FEET; THENCE NORTH 54° 03' EAST, 118.35 FEET; THENCE SOUTH 38° 15' EAST, 320.12 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 57° 36' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 98.93 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-015](#)

PARCEL 27:

THAT CERTAIN PARCEL DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6297, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 6, 2006 AS [INSTRUMENT NO. 2006-0158780 OF OFFICIAL RECORDS](#) OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS. RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE NORTH 57° 29'43" EAST 334.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53° 44'50" EAST 310.34 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF SAID PARALLEL LINE WITH A LINE THAT IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL; THENCE NORTH 57° 29'43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53° 44' 50" EAST 310.34 FEET TO THE BEGINNING OF SAID LINE; THENCE NORTH 57° 29 '43" EAST 262.00 FEET ALONG SAID LINE TO SAID POINT; THENCE CONTINUING ALONG SAID LINE, NORTH 57° 29' 43" EAST 70.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1243.00 FEET; THENCE NORTHEASTERLY 61.12 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 49' 02" TO THE SOUTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID CERTIFICATE OF COMPLIANCE: THENCE NORTH 53° 44' 50" WEST 308.73 FEET ALONG SAID SOUTHWESTERLY LINE TO THE WESTERLY CORNER OF SAID PARCEL, BEING A POINT ON SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE NORTH 57° 29' 43" EAST 132.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET AND THE NORTHWESTERLY LINE OF SAID

EXHIBIT A
(Continued)

PARCEL TO THE NORTHERLY CORNER OF SAID PARCEL; THENCE SOUTH 53° 44' 50" EAST 620.68 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL TO THE EASTERLY CORNER OF SAID PARCEL; THENCE SOUTH 57° 29' 43" WEST 132.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE SOUTHERLY CORNER OF SAID PARCEL; THENCE SOUTH 53° 44' 50" EAST 42.92 FEET ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE SOUTH 57° 29' 43" WEST 132.00 FEET TO THE SOUTHEASTERLY PROLONGATION OF THAT LINE HEREINABOVE DESCRIBED AS BEING PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL AND HAVING A BEARING AND DISTANCE OF SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE NORTH 53° 44' 50" WEST 353.26 FEET ALONG SAID SOUTHEASTERLY PROLONGATION TO SAID TRUE POINT OF BEGINNING.

PARCEL C, AS SHOWN ON EXHIBIT "B", OF LOT LINE ADJUSTMENT NO. 4997, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MARCH 9, 2007 AS [INSTRUMENT NO. 2007-163406](#) [OF OFFICIAL RECORDS](#).

[APN: 178-310-051](#)

PARCEL 28:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE WESTERLY LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF A RIGHT OF WAY OF PILES, 12 INCHES IN DIAMETER, WITH THE EASTERLY LINE OF 5.63 ACRE PARCEL SHOWN AS THE LANDS OF MILLIE J. VOORHEES ON SAID MAP; THENCE NORTH 37° 14' 00" EAST 126.10 FEET ON SAID WESTERLY LINE OF LOT 2 TO AN ANGLE POINT THEREIN; THENCE NORTH 12° 29' 00" EAST 154.00 FEET ON SAID WESTERLY LINE TO AN ANGLE POINT THEREIN; THENCE NORTH 43° 08' 00" WEST 396.00 FEET ON SAID WESTERLY LINE TO AN ANGLE POINT THEREIN; THENCE NORTH 30° 14' 00" EAST ON SAID WESTERLY LINE OF LOT 2 TO AN ANGLE POINT THEREIN, ALSO BEING THE MOST EASTERLY CORNER OF THE 7.50 ACRE PORTION OF LOT 3 OF TURBINE TRACT CONVEYED TO D. C. MILAN AS SHOWN ON SAID MAP; THENCE NORTH 53° 41' 00" WEST ON SAID WESTERLY LINE OF LOT 2 AND ON THE LINE OF SAID 7.50 ACRE PARCEL TO THE EASTERLY LINE OF TURBINE STREET (NOW KNOWN AS WALLACE STREET) AS SHOWN ON SAID MAP; THENCE NORTH 56° 43' 00" EAST ON SAID EASTERLY LINE OF TURBINE STREET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO PHILIP D. GORDON, ET UX RECORDED FEBRUARY 17, 1928 IN [BOOK 722, PAGE 161](#) OF DEEDS: THENCE SOUTH 53° 41' 00" EAST 620.68 FEET ON THE SOUTHWEST LINE OF LAST SAID LAND TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 57° 45' 00" EAST 132.00 FEET ON THE SOUTHEAST LINE OF LAST SAID LAND TO THE MOST EASTERLY CORNER THEREOF, ALSO BEING THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO SISTO RODRIGUEZ, ET UX, RECORDED MARCH 29, 1928 IN [BOOK 722, PAGE 199](#) OF DEEDS: THENCE NORTH 31° 17' 00" EAST ON THE SOUTHEAST LINE OF LAST SAID LAND TO THE WEST LINE OF THE LAND DESCRIBED AS PARCEL 1 IN DEED TO CITY OF RIVERSIDE RECORDED MAY 6, 1949 AS INSTRUMENT NO. 76 OF OFFICIAL RECORDS; THENCE SOUTH ON SAID WEST LINE TO THE NORTHEAST CORNER OF THE APPROXIMATELY 4.80 ACRE PARCEL DESCRIBED IN DEED TO E. W. TUCKER RECORDED NOVEMBER 1, 1940 IN [BOOK 479, PAGE 534](#) OF OFFICIAL RECORDS: THENCE WEST ON THE NORTH LINE OF LAST SAID LAND TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID 7.50 ACRE PORTION OF LOT 3 OF TURBINE TRACT CONVEYED TO D. C. MILAN; THENCE NORTH 57° 43' 00" EAST 598.00 FEET ON SAID SOUTHEAST LINE OF TURBINE STREET; THENCE SOUTH 53° 41' 00" EAST 620.00 FEET, PARALLEL WITH THE NORTHEAST LINE OF SAID 7.50 ACRE PORTION; THENCE SOUTH 57° 43' 00" WEST 132.00 FEET, PARALLEL WITH SAID SOUTHEAST LINE OF TURBINE STREET; THENCE SOUTH 53° 41' 00" EAST 42.92 FEET, PARALLEL WITH THE NORTHEAST LINE OF SAID 7.50 ACRE PORTION; THENCE SOUTH 57° 43' 00" WEST 132.00 FEET, PARALLEL WITH SAID SOUTHEAST LINE OF TURBINE STREET; THENCE NORTH 53° 41' 00" WEST 42.92 FEET, PARALLEL WITH THE NORTHEAST LINE OF SAID 7.50 ACRE PORTION; THENCE SOUTH 57° 43' 00" WEST 202.00 FEET, PARALLEL WITH THE SAID SOUTHEAST LINE OF TURBINE STREET TO THE NORTHEAST LINE OF THE LAND DESCRIBED IN DEED TO ROBERT V. CANNADY, ET UX, RECORDED AUGUST 29, 1923 IN [BOOK 590, PAGE 186](#) OF DEEDS; THENCE SOUTH 53° 41' 00" EAST 42.92 FEET ON SAID NORTHEAST LINE TO THE MOST EASTERLY CORNER OF LAST SAID LAND; THENCE SOUTH 57° 43' 00" WEST 132.00 FEET ON THE SOUTHEAST LINE OF LAST SAID LAND TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 53° 41' 00" WEST 663.60 FEET ON THE NORTHWEST LINE OF LAST SAID LAND TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT WHICH RECORDED IN [BOOK 2999, PAGE 64](#) OF OFFICIAL RECORDS.

[APN: 179-270-001](#)

PARCEL 29:

ALL THAT PORTION OF LOT 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST, ALONG SAID SOUTHERLY LINE OF SECOND STREET, PRODUCED EASTERLY, 43.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID TURBINE STREET; THENCE SOUTH 13° 52' WEST, ALONG SAID EASTERLY LINE OF TURBINE STREET, 162.18 FEET FOR POINT OF BEGINNING; THENCE CONTINUING SOUTH 13° 52' WEST, ALONG SAID EASTERLY LINE OF TURBINE STREET, 177.62 FEET; THENCE SOUTH 53° 17' EAST, 505 FEET; THENCE NORTH 31° 17' EAST, 165 FEET; THENCE NORTH 53° 17' WEST 558.2 FEET TO POINT OF BEGINNING.

[APN: 178-310-025](#)

PARCEL 30:

PARCEL 30A:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF LOTS A AND 2 ON THE NORTHEASTERLY SIDE OF SECOND STREET. AS SHOWN ON SAID MAP, THENCE SOUTH 53° 17' EAST, ALONG SAID NORTHEASTERLY SIDE OF SECOND STREET PRODUCED, 340 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 36° 43' EAST, 650 FEET; THENCE SOUTH 53° 17' EAST, 510 FEET TO A POINT ON THE

EXHIBIT A
(Continued)

SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO H. B. CROUCH BY DEED RECORDED JUNE 18, 1929 IN [BOOK 819, PAGE 39](#) OF DEEDS; THENCE SOUTH 67° 48' WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, 232 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE SOUTH 66° 27' WEST 155 FEET; THENCE SOUTH 55° 30' WEST, 84 FEET; THENCE SOUTH 51° 01' WEST, 128 FEET; THENCE SOUTH 44° 57' WEST, 60 FEET; THENCE SOUTH 36° 34' WEST, 55 FEET TO A POINT WHICH BEARS SOUTH 53° 17' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 53° 17' WEST, 244 FEET TO THE POINT OF BEGINNING; THE LAST 6 BEARINGS AND DISTANCES BEING ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO H. B. CROUCH BY THE ABOVE REFERRED TO DEED.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED FROM W. J. CLARK AND NANCY B. CLARK, HIS WIFE, DATED MAY 17, 1957 AND FILED FOR RECORD JULY 2, 1957.

[APN: 178-290-009](#)

PARCEL 30B:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST A DISTANCE OF 43.42 FEET TO A POINT IN THE EASTERLY LINE OF TURBINE STREET, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 13° 52' WEST A DISTANCE OF 162.18 FEET TO A POINT; THENCE SOUTH 53° 17' EAST A DISTANCE OF 558.2 FEET TO A POINT; THENCE NORTH 31° 17' EAST A DISTANCE OF 150 FEET TO A POINT; THENCE NORTH 53° 17' WEST A DISTANCE OF 606.58 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-026](#)

PARCEL 31:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SECOND STREET (NOW KNOWN AS 28TH STREET) WITH THE WESTERLY LINE OF TURBINE STREET (NOW KNOWN AS WALLACE STREET) AS SHOWN ON SAID MAP; THENCE SOUTH 53° 17' 00" EAST 43.42 FEET TO THE EASTERLY LINE OF SAID TURBINE STREET AND THE TRUE POINT OF BEGINNING, ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO W. J. CLARK, ET UX, RECORDED FEBRUARY 17, 1928 IN [BOOK 722, PAGE 155](#) OF DEEDS: THENCE SOUTH 53° 17' 00" EAST 604.58 FEET ON THE NORTHEAST LINE OF LAST SAID LAND TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTHEAST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO H. CROUCH, ET UX, RECORDED APRIL 28, 1928 IN [BOOK 722, PAGE 208](#) OF DEEDS. SAID CORNER BEING ON THE SOUTHEASTERLY PROLONGATION OF THE NORTHEAST LINE OF SAID SECOND STREET; THENCE NORTH 53° 17' 00" WEST ON SAID PROLONGATION TO SAID EAST LINE OF TURBINE STREET; THENCE SOUTH 13° 58' 00" WEST ON SAID EAST LINE OF TURBINE STREET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A
(Continued)

[APN: 178-310-028](#)

PARCEL 32:

PARCEL 32A:

THAT PORTION OF LOT 6, AS SHOWN BY MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE SOUTHEASTERLY LINE OF SAID LOT 6 AT A POINT 197.86 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT, SAID POINT OF BEGINNING BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THOMAS H. GOODE, RECORDED IN [BOOK 605, PAGE 95](#) OF DEEDS. RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 34° 42' WEST, 836.76 FEET TO THE NORTHWESTERLY LINE OF SAID LOT.

PARCEL 32B:

THAT PORTION OF LOT 5, AS SHOWN BY MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID LOT, 16 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 370 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 16 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY LINE 370 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-031](#) AND [APN: 178-310-032](#)

PARCEL 33:

PARCEL 33A:

ALL THAT PORTION OF LOT 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST ALONG SAID SOUTHERLY LINE OF SECOND STREET, PRODUCED EASTERLY, 43.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID TURBINE STREET; THENCE SOUTH 13° 52' WEST ALONG SAID EASTERLY LINE OF TURBINE STREET, 381.95 FEET; THENCE SOUTH 8° 53' EAST ALONG SAID EASTERLY LINE OF TURBINE STREET, 422.15 FEET; THENCE SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF SAID TURBINE STREET, 1029.85 FEET FOR THE POINT OF BEGINNING SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO BRUCE COLLINS AND MARY C. COLLINS, BY DEED FILED FOR RECORD OCTOBER 15, 1947 IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, AS [INSTRUMENT NO. 1567](#) OF SAID DATE; THENCE SOUTH 53° 41' EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, 150 FEET; THENCE NORTH 57° 43' EAST, 61 FEET; THENCE NORTH 53° 41' WEST, 150 FEET TO A POINT ON THE

EXHIBIT A
(Continued)

SOUTHEASTERLY LINE OF TURBINE STREET; THENCE SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF TURBINE STREET, 61 FEET, TO THE POINT OF BEGINNING.

[APN: 178-310-041](#)

PARCEL 33B:

ALL THAT PORTION OF LOT 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY THE AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET WITH THE WESTERLY LINE OF TURBINE STREET; THENCE SOUTH 53° 17' EAST ALONG SAID SOUTHERLY LINE OF SECOND STREET, PRODUCED EASTERLY, 43.42 FEET TO A POINT ON THE EASTERLY LINE OF SAID TURBINE STREET; THENCE SOUTH 13° 52' WEST ALONG SAID EASTERLY LINE OF TURBINE STREET, 381.95 FEET; THENCE SOUTH 8° 53' EAST ALONG SAID EASTERLY LINE OF TURBINE STREET, 422.15 FEET; THENCE SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF SAID TURBINE STREET, 897.85 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57° 43' WEST ALONG THE SOUTHEASTERLY LINE OF TURBINE STREET, 132 FEET; THENCE SOUTH 53° 41' EAST, 620.68 FEET; THENCE NORTH 57° 43' EAST, 132 FEET; THENCE NORTH 53° 41' WEST, 620.68 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION AS DEEDED TO EMERALD MEADOWS RANCH, A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 9, 1990 AS [INSTRUMENT NO. 41231](#) AND RE-RECORDED JULY 18, 1991 AS [INSTRUMENT NO. 245104](#) BOTH OF OFFICIAL RECORDS.

[APN: 178-310-042](#)

PARCEL 34:

THAT PORTION OF LOT 1 IN BLOCK 25 OF WEST RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 9, PAGE 34](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT WHICH BEARS SOUTH 53° 00' 00" EAST 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 37° 00' 00" WEST, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 232.71 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 53° 00' 00" EAST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 462.00 FEET, TO A POINT IN THE CENTER LINE OF "C" STREET; THENCE SOUTH 37° 00' 00" WEST, ALONG THE CENTER LINE OF "C" STREET, 94.29 FEET, TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO J. ALEXANDER AND MONTEZ ALEXANDER, HUSBAND AND WIFE, BY DEED RECORDED SEPTEMBER 28, 1947 IN [BOOK 769, PAGE 419 OF OFFICIAL RECORDS](#). RIVERSIDE COUNTY RECORDS; THENCE NORTH 53° 00' 00" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 462.00 FEET, TO THE MOST NORTHERLY CORNER OF SAID PARCEL; THENCE NORTH 37° 00' 00" EAST, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 94.29 FEET, TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 2702 RECORDED DECEMBER 7, 1988 AS [INSTRUMENT NO. 359005 OF OFFICIAL RECORDS](#).

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING WITHIN "C" STREET.

EXHIBIT A
(Continued)

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED OCTOBER 9, 1959 IN [BOOK 2559, PAGE 582](#) OF OFFICIAL RECORDS.

[APN: 178-262-005](#)

PARCEL 35:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT, WHICH BEARS SOUTH 53° 00' EAST, 330 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1, SAID POINT BEING THE MOST EASTERLY CORNER OF THE NORTHWESTERLY 6 ACRES OF SAID LOT, AS CONVEYED BY C. H. BENEDICT AND WIFE, TO D. B. O'NEILL BY DEED RECORDED MAY 10, 1909 IN [BOOK 281, PAGE 35](#) OF DEEDS. RIVERSIDE COUNTY RECORDS; THENCE SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 94.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 138.42 FEET; THENCE SOUTH 53° 00' EAST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, 462 FEET TO A POINT IN THE CENTER LINE OF "C" STREET; THENCE NORTH 37° 11' EAST ALONG THE CENTER LINE OF "C" STREET, 138.42 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF PARCEL OF LAND CONVEYED TO NATHANIEL BO WENS AND WIFE, BY DEED FILED FOR RECORD NOVEMBER 17, 1947 AS [INSTRUMENT NO. 1871 OF OFFICIAL RECORDS](#); THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL CONVEYED TO BOWENS, 462 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN "C" STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 14, 1959 AS [INSTRUMENT NO. 87540 OF OFFICIAL RECORDS](#).

[APN: 178-262-006](#)

PARCEL 36:

PARCEL 36A:

THAT PORTION OF LOT 1, BLOCK 25 OF WEST RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, WHICH BEARS SOUTH 53° 00' EAST 330 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 53° 00' EAST ON THE NORTHEASTERLY LINE OF SAID LOT 1, 462 FEET TO A POINT IN THE CENTER LINE OF "C" STREET; THENCE SOUTH 37° 00' WEST, ON THE CENTER LINE OF "C" STREET 94.29 FEET; THENCE NORTH 53° 00' WEST, AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, 462 FEET; THENCE NORTH 37° 00' EAST, AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1, 94.29 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A
(Continued)**

EXCEPTING THEREFROM THAT PORTION INCLUDED IN "C" STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 17, 1959 AS [INSTRUMENT NO. 52582 OF OFFICIAL RECORDS](#), DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO LEON THOMAS, ET AL, BY DEED RECORDED DECEMBER 29, 1948 IN [BOOK 1039, PAGE 193](#) OF OFFICIAL RECORDS. OF RIVERSIDE COUNTY RECORDS; THENCE ON THE NORTHEASTERLY LINE OF SAID THOMAS PARCEL OF LAND, SOUTH 52° 28' 59" EAST, 370.92 FEET; THENCE SOUTH 84° 41' 12" WEST, 138.70 FEET TO THE SOUTHWESTERLY LINE OF SAID THOMAS PARCEL OF LAND; THENCE ON SAID SOUTHWESTERLY LINE NORTH 52° 28' 59" WEST, 269.32 FEET TO THE MOST WESTERLY CORNER OF SAID THOMAS PARCEL OF LAND; THENCE ON THE NORTHWESTERLY LINE OF SAID THOMAS PARCEL OF LAND, NORTH 37° 35' 34" EAST 94.29 FEET TO THE POINT OF BEGINNING.

[APN: 178-262-007](#)

PARCEL 36B:

THAT PORTION OF LOT 2 IN BLOCK 25 OF WEST RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS, RECORDS OF THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 2 WITH THE NORTHWESTERLY LINE OF "C" STREET (NOW KNOWN AS HALL STREET) 66 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 52° 28' 59" WEST 57.47 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 17, 1959 IN [BOOK 2493, PAGE 276](#) OF OFFICIAL RECORDS, RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 84° 41' 12" EAST 78.53 FEET TO SAID NORTHWESTERLY LINE OF "C" STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO DRILL DIG OR MINE THROUGH THE SURFACE THEREOF, AS EXCEPTED BY STATE OF CALIFORNIA, IN A DEED RECORDED MAY 7, 1963 IN [BOOK 3387, PAGE 386](#) OF OFFICIAL RECORDS OF SAID COUNTY.

[APN: 178-262-008](#)

PARCEL 37:

PARCEL 37A:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE\(S\) 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT, 624 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING THE NORTHERLY CORNER OF

EXHIBIT A
(Continued)

THAT CERTAIN PARCEL OF LAND CONVEYED TO JAMES A. MCCLAIN AND NANCY A. MCCLAIN, HIS WIFE, BY DEED RECORDED AUGUST 9, 1922 IN [BOOK 560, PAGE 479](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 59° 16' EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 502 FEET, TO A POINT IN THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 53° 39' EAST, ALONG SAID EASTERLY LINE 179.6 FEET; THENCE NORTH 59° 16' WEST 550.43 FEET, TO THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 38° WEST, ALONG SAID NORTHWESTERLY LINE, 167 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 40 FEET CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, IN A DEED RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34403 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 37B:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE\(S\) 1](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 791 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ALBERT C. ADIX AND MABLE N. ADIX, HIS WIFE, BY DEED RECORDED NOVEMBER 23, 1929 IN [BOOK 832, PAGE 314](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 59° 16' EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 550.43 FEET, TO A POINT IN THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 53° 39' EAST, ALONG SAID EASTERLY LINE, 243.1 FEET; THENCE NORTH 59° 16' EAST 616.7 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 38° WEST, ALONG SAID NORTHWESTERLY LINE, 225.8 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE NORTHWESTERLY 40 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, IN A DEED RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34403 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 37C:

PARCEL 1:

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE\(S\) 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1016.8 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JACK PREDIADO AND WILLIAM S. STEVENS BY DEED RECORDED MARCH 14, 1941 IN [BOOK 495, PAGE 145 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 38° EAST, ALONG SAID NORTHWESTERLY LINE, 250 FEET; THENCE SOUTH 59° 16' EAST, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE SOUTH 53° 39' WEST, ALONG SAID SOUTHEASTERLY

EXHIBIT A
(Continued)

LINE, 265 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 59° 16' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 616.7 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 40 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED DECEMBER 31, 1946 AS [INSTRUMENT NO. 4018 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE, IN A DEED RECORDED MARCH 19, 1964 AS [INSTRUMENT NO. 34403 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1266.8 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 59° 16' EAST 150 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT, 130 FEET; THENCE NORTH 59° 16' WEST 150 FEET; THENCE NORTH 38° EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE AND TEMPORARY EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AS GRANTED IN THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT COOPERATION AGREEMENT" DATED JULY 1, 2015 AND RECORDED JULY 1, 2015 AS [INSTRUMENT NO. 2015-0285885 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY CALIFORNIA.

[APN: 179-130-004](#)

PARCEL 37D: INTENTIONALLY OMITTED [APN: 179-170-22,23,24,25](#)

PARCEL 38:

ALL THAT PORTION OF LOT 1 OF ARTHUR PARKS TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF LOT 9, AS SHOWN BY MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS "LANDS OF W. W. CARR, 13.75 AC", AS SHOWN ON SAID MAP OF TURBINE TRACT; THENCE NORTH 59° 58' WEST ALONG THE NORTHEASTERLY LINE OF THE COUNTY ROAD AS SHOWN ON SAID MAP OF TURBINE TRACT, 395.18 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 60° WEST ALONG THE NORTHEASTERLY LINE OF SAID COUNTY ROAD, 131.02 FEET; THENCE NORTH 33° 53' EAST, 528.49 FEET (FORMERLY RECORDED AS 528.45 FEET); THENCE NORTH 45° 36' EAST (FORMERLY RECORDED NORTH 45° 37' EAST) 265 FEET; THENCE NORTH 54° 06' EAST, 129.73 FEET FOR THE POINT OF BEGINNING, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GEORGE A. CALKINS AND RUTH E. CALKINS, HUSBAND AND WIFE, BY DEED RECORDED APRIL 15, 1952 IN [BOOK 1359, PAGE 363](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 59° 09' WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, SAID NORTHEASTERLY LINE BEING PARALLEL WITH THE NORTHEASTERLY LINE OF ARTHUR PARKS TRACT, 804.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 1

EXHIBIT A
(Continued)

OF SAID ARTHUR PARKS TRACT; THENCE NORTH 53° 43' EAST (FORMERLY RECORDED NORTH 53° 30' EAST) ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 650.32 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 59° 09' EAST (FORMERLY RECORDED SOUTH 59° 45' EAST) ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 801.90 FEET TO THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 37° 54' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 102.58 FEET (FORMERLY RECORDED SOUTH 36° 22' WEST, 100.32 FEET); THENCE SOUTH 78° 32' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 222.70 FEET (FORMERLY RECORDED SOUTH 80° 15' WEST, 221.76 FEET); THENCE SOUTH 61° 01' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 138.60 FEET (FORMERLY RECORDED SOUTH 61° 30' WEST) TO STATION 56 AS SHOWN ON SAID MAP OF TURBINE TRACT; THENCE SOUTH 34° 49' EAST, ALONG A LINE BETWEEN SAID STATION 56 AND STATION 29, AS SHOWN ON SAID MAP OF TURBINE TRACT, 61.18 FEET TO A POINT 23.10 FEET NORTHWESTERLY FROM SAID STATION 29; THENCE SOUTH 34° 40' WEST, 75.72 FEET; THENCE SOUTH 54° 06' WEST, 137.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING EASTERLY OF THE JURUPA DITCH AS LOCATED ON APRIL 9, 1918, BEING THE DATE OF DEED TO H. H. VANDERLICE, TO THE POINT WHERE L. S. WILSON TAKES HIS WATER THROUGH A WOODEN FLUME.

[APN: 179-170-001](#) AND [APN: 179-170-004](#)

PARCEL 39:

LOT 9 OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO W. W. CARR, BY DEED RECORDED JULY 19, 1905, IN [BOOK 202, PAGE 361](#) OF DEEDS, RECORDS OF SAID COUNTY.

[APN: 179-170-003](#)

PARCEL 40: INTENTIONALLY OMITTED

PARCEL 41: INTENTIONALLY OMITTED

PARCEL 42:

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 04998, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED MARCH 9, 2007 AS [INSTRUMENT NO. 0163401 OF OFFICIAL RECORDS](#) OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A, SAID MOST NORTHERLY CORNER BEING A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE ALONG THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL AND SAID PARCEL A, SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A AND ITS NORTHEASTERLY PROLONGATION, NORTH 57° 29' 34" EAST 334.00 FEET TO A LINE THAT IS PARALLEL WITH SAID NORTHEASTERLY LINE OF THAT

EXHIBIT A
(Continued)

7.5 ACRE PARCEL, AND PASSES THROUGH SAID SOUTHEASTERLY LINE OF WALLACE STREET AT A POINT NORTH 57° 29' 43" EAST 334.00 FEET FROM SAID NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL; THENCE ALONG SAID PARALLEL LINE AND THE NORTHEASTERLY LINE OF SAID PARCEL A, SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE CONTINUING ALONG THE PERIMETER OF SAID PARCEL A IN A CLOCKWISE DIRECTION THE FOLLOWING 14 COURSES: PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, SOUTH 57° 29' 43" WEST 334.00 FEET TO SAID NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL; THENCE SOUTH 53° 44' 50" EAST 0.04 FEET ALONG SAID NORTHEASTERLY LINE; THENCE SOUTH 29° 55' 10" WEST 845.38 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL AND THE SOUTHEASTERLY LINE OF SAID LOT 1 OF THE TURBINE TRACT, TO A POINT THAT IS NORTH 29° 55' 10" EAST 330.00 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF LOT 1 WITH THE NORTHEASTERLY LINE OF 34TH STREET, ALSO KNOWN AS WILSON STREET, AS SHOWN ON SAID MAP OF THE TURBINE TRACT; THENCE LEAVING SAID SOUTHEASTERLY LINE OF LOT 1, NORTH 60° 01' 40" WEST 396.00 FEET; THENCE SOUTH 29° 55' 10" WEST 10.00 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO JOHN LAMA IN BY DEED RECORDED JANUARY 7, 1931 IN [BOOK 8, PAGE 79](#) OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 60° 01' 40" WEST 350.06 FEET ALONG THE NORTHEASTERLY LINE OF SAID LAMAIN PARCEL TO THE MOST NORTHERLY CORNER THEREOF; THENCE NORTH 29° 58' 20" EAST 46.00 FEET ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LAMAIN PARCEL, TO A POINT THEREON, DISTANT 366.00 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID LAMAIN PARCEL; THENCE NORTH 60° 01' 40" WEST 329.65 FEET TO THE SOUTHEASTERLY LINE OF SAID WALLACE STREET; THENCE NORTH 57° 32' 10" EAST 533.04 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET TO THE WESTERLY CORNER OF PARCEL D OF SAID LOT LINE ADJUSTMENT NO. 04998; THENCE SOUTH 50° 14' 59" EAST 204.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 563.00 FEET, A RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 01° 10' 46" EAST; THENCE NORTHEASTERLY 325.91 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33° L0' 0L" TO A NON-TANGENT LINE; THENCE NORTH 53° 44' 18" WEST 310.44 FEET ALONG SAID NON-TANGENT LINE TO SAID SOUTHEASTERLY LINE OF WALLACE STREET AND THE NORTHERLY CORNER OF SAID PARCEL D; THENCE NORTH 57° 32' 10" EAST 183.85 FEET ALONG SAID SOUTHEASTERLY LINE TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 57° 29' 43" EAST 15.57 FEET TO THE POINT OF BEGINNING.

[APN: 179-170-016](#), [APN: 178-310-044](#) AND [APN: 178-310-046](#)

PARCEL 43: [APN: 179-270-012](#) INTENTIONALLY OMITTED

PARCEL 44:

PARCEL 44A: [APN: 179-270-024](#) INTENTIONALLY OMITTED

PARCEL 44B:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD OF DALEY STOCK FARM TRACT AS PER MAP RECORDED IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, WITH THE EASTERLY LINE OF CRESTMORE ROAD, AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, IN THE

EXHIBIT A
(Continued)

OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY EXTENSION OF WILSON ROAD, 220 FEET; THENCE NORTH 15° 21' 30" EAST, 369 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO MARY JANE MCWILLIAMS, AN UNMARRIED WOMAN, BY DEED RECORDED AUGUST 21, 1980 AS [INSTRUMENT NO. 151713 OF OFFICIAL RECORDS](#); THENCE CONTINUING NORTH 15° 21' 30" EAST, 123 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO FRED RANDOLPH CHRISTOPHERSON AND LYNN BROOKS CHRISTOPHERSON, HUSBAND AND WIFE, BY DEED RECORDED JUNE 3, 1980 AS [INSTRUMENT NO. 101981 OF OFFICIAL RECORDS](#); THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID PARCEL SO CONVEYED TO CHRISTOPHERSON, 305.9 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTHWESTERLY IN A DIRECT LINE, 106 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID PARCEL SO CONVEYED TO MCWILLIAMS; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SO CONVEYED TO MCWILLIAMS, 290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR A PERPETUAL EASEMENT FOR ROAD PURPOSES.

[APN: 179-270-013](#)

PARCEL 45:

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM, ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THE ROAD KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING THE CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD, TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES, AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE NORTH 05° 14' EAST, ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 419.5 FEET TO THE NORTHERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO CLARA MISHLER, A WIDOW, BY DEED RECORDED APRIL 2, 1954 AS [INSTRUMENT NO. 16393 OF OFFICIAL RECORDS](#). FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 05° 14' EAST, ON SAID CENTER LINE OF RIGHT OF WAY OF PILES, 100 FEET; THENCE AT A RIGHT ANGLE EASTERLY TO A POINT ON THE WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE; THENCE SOUTHERLY, ON SAID WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE TO THE MOST EASTERLY CORNER OF SAID PARCEL SO CONVEYED TO CLARA MISHLER, A WIDOW; THENCE WESTERLY, ON THE NORTHERLY LINE OF SAID PARCEL SO CONVEYED TO CLARA MISHLER, A WIDOW, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR ROAD PURPOSES.

[APN: 179-270-014](#)

PARCEL 46:

EXHIBIT A
(Continued)

THAT PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THE ROAD KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING THE CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD, TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES, AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE NORTH 05° 14' EAST, ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 519.5 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO JERRY D. BARCHENGER AND ELVIE J. BARCHENGER, HUSBAND AND WIFE AS JOINT TENANTS, BY DEED RECORDED NOVEMBER 21, 1966 AS [INSTRUMENT NO. 112588 OF OFFICIAL RECORDS](#), FOR THE TRUE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE EASTERLY TO A POINT ON THE WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE; THENCE NORTHERLY ON SAID WEST BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE, 100 FEET MORE OR LESS, TO THE MOST EASTERLY CORNER OF SAID PARCEL SO CONVEYED TO JOHN FREDERICK ROTRAMEL, AN UNMARRIED MAN, BY DEED RECORDED NOVEMBER 21, 1966 AS [INSTRUMENT NO. 112590 OF OFFICIAL RECORDS](#); THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID PARCEL SO CONVEYED TO JOHN FREDERICK ROTRAMEL TO THE SOUTHWESTERLY CORNER OF SAID PARCEL CONVEYED TO JOHN FREDERICK ROTRAMEL; THENCE SOUTH 05° 14' WEST ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

[APN: 179-270-015](#)

PARCEL 47:

THAT PORTION OF LOT 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT, ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILSON ROAD, AS SHOWN BY MAP OF DALEY STOCK FARM ON FILE IN [BOOK 6, PAGE 21](#) OF MAPS, RIVERSIDE COUNTY RECORDS, WITH THE EASTERLY LINE OF THE ROAD NOW KNOWN AS CRESTMORE ROAD, AS SHOWN BY MAP SHOWING THE CHANGE IN THE COUNTY ROAD THROUGH THE DALEY STOCK FARM TRACT, ON FILE IN [BOOK 4, PAGE 21](#) OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTHERLY LINE OF WILSON ROAD TO THE CENTER LINE OF THE RIGHT OF WAY OF PILES, AS SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE NORTH 5° 14' EAST ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 394.5 FEET; THENCE CONTINUING NORTH 5° 14' EAST ALONG SAID CENTER LINE OF SAID RIGHT OF WAY OF PILES, 344.5 FEET, MORE OR LESS, TO THE MOST NORTHEASTERLY CORNER OF THAT CERTAIN 4.355 ACRES OF LAND DEEDED BY MARY S. EVANS TO E. W. TUCKER ON MAY 18, 1937 AND RECORDED MAY 26, 1937 IN [BOOK 324, PAGE 178 OF OFFICIAL RECORDS](#) FOR THE TRUE POINT OF BEGINNING; THENCE AT RIGHT ANGLES EASTERLY, 352.44 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SANTA ANA RIVER FLOOD CONTROL

EXHIBIT A
(Continued)

LEVEE; THENCE SOUTHERLY ON SAID WESTERLY BOUNDARY OF THE SANTA ANA RIVER FLOOD CONTROL LEVEE, 119.5 FEET; THENCE WESTERLY TO A POINT ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, DISTANT 119.5 FEET SOUTHERLY FROM THE POINT OF BEGINNING; THENCE NORTHERLY ON THE CENTER LINE OF SAID RIGHT OF WAY OF PILES, 119.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 30 FEET FOR ROAD PURPOSES.

[APN: 179-270-016](#)

PARCEL 48: [APN: 179-270-33](#) INTENTIONALLY OMITTED

PARCEL 49:

PARCEL 49A:

THAT PORTION OF LOT 2 OF AMENDED MAP OF INDIAN HILL TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 55A OF RECORD OF SURVEY ON FILE IN [BOOK 26, PAGES 87](#) THROUGH 92 OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 35° 38' 11" EAST, ALONG THE WEST LINE OF THE STAGE 2 LEVEE R/W AS SHOWN BY SAID RECORD OF SURVEY, A DISTANCE OF 779.92 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL NO. 47 OF JUDGMENT AND FINAL ORDER OF CONDEMNATION BY DOCUMENT RECORDED AUGUST 7, 1963 IN [BOOK 3459, PAGE 298](#), ET SEQ., OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 54° 21' 49" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 47, A DISTANCE OF 153.01 FEET TO THE EASTERLY LINE OF THAT CERTAIN RIGHT OF WAY EASEMENT GRANTED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED SEPTEMBER 27, 1938 IN [BOOK 390, PAGE 475](#) ET SEQ., OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED; THENCE NORTH 15° 51' 20" EAST, ALONG SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL NO. 47, A DISTANCE OF 507.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING WESTERLY AND HAVING A RADIUS OF 24,140.37 FEET; THENCE NORTHERLY TO THE LEFT ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY LINE AND ALONG SAID WESTERLY LINE OF PARCEL NO. 47, THROUGH A CENTRAL ANGLE OF 2° 47' 52" AN ARC LENGTH OF 1178.78 FEET TO THE END OF SAID CURVE; THENCE NORTH 19° 59' 30" EAST, A DISTANCE OF 677.77 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED IN [BOOK 1074, PAGE 193](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THEODORA DEAL CAZAR BY DEED RECORDED IN [BOOK 122, PAGE 178](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 32° 02' 45" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 620.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID STAGE 2 LEVEE R/W; THENCE SOUTH 13° 03' 18" WEST, ALONG SAID LAST MENTIONED WESTERLY LINE, A DISTANCE OF 86.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING WESTERLY AND HAVING A RADIUS OF 24,020.37 FEET; SAID CURVE BEING CONCENTRIC WITH AND DISTANT 120.00 FEET EASTERLY AS MEASURED RADIALLY TO THE PREVIOUS DESCRIBED CURVE HAVING A RADIUS OF 24,140.37 FEET; THENCE SOUTHERLY TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 24,020.37 FEET AND CONTINUING ALONG SAID WESTERLY LINE OF THE STAGE 2 LEVEE R/W, THROUGH A CENTRAL

EXHIBIT A
(Continued)

ANGLE OF 2° 47' 52" AN ARC LENGTH OF 1172.92 FEET TO THE END OF SAID CURVE; THENCE SOUTH 15° 51' 10" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE STAGE 2 LEVEE R/W, A DISTANCE OF 464.67 FEET TO THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE OF PARCEL NO. 47; THENCE SOUTH 54° 21' 49" EAST, ALONG SAID WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF PARCEL NO. 47, A DISTANCE OF 127.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY AND ALL WATER RIGHTS IN, TO AND/OR ON THE PROPERTY, AS RESERVED BY THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, IN DEED RECORDED JANUARY 10, 2007 AS [INSTRUMENT NO. 2007-0020306 OF OFFICIAL RECORDS](#).

[APN: 179-340-005](#) AND [APN: 179-310-005](#)

PARCEL 49B: INTENTIONALLY OMITTED

PARCEL 50: INTENTIONALLY OMITTED [APN: 179-170-008](#)

PARCEL 51: INTENTIONALLY OMITTED [APN: 179-230-010](#)

PARCEL 52: [APN: 179-270-011](#) INTENTIONALLY OMITTED

PARCEL 53:

PARCEL 53A: [APN: 179-270-017](#) INTENTIONALLY OMITTED

PARCEL 53B:

THAT PORTION OF LOT 2 OF TURBINE TRACT, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF 34TH STREET, 225.00 FEET; THENCE NORTHERLY AT A RIGHT ANGLE 120.00 FEET; THENCE AT A RIGHT ANGLE AND PARALLEL WITH THE NORTHERLY LINE OF 34TH STREET, 76.00 FEET TO THE MOST EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 51' WEST, 125.00 FEET MORE OR LESS, TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF 34TH STREET; THENCE 59° 58' WEST, ALONG THE EASTERLY PROLONGATION OF 34TH STREET, 113.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 53C: [APN: 179-270-018](#) INTENTIONALLY OMITTED

PARCEL 54:

THAT PORTION OF LOT 2 AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER TO SAID LOT 2 AND LOT A OF SAID AMENDED MAP OF INDIAN HILL TRACT, SAID CORNER BEING THE MOST SOUTHERLY CORNER OF SAID LOT A, SAID POINT ALSO BEING ON THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SECOND STREET AS SHOWN ON SAID MAP; THENCE NORTH 52° 41' WEST ALONG SAID SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SECOND STREET, A

EXHIBIT A
(Continued)

DISTANCE OF 37.58 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF TURBINE STREET AS SHOWN ON SAID MAP; THENCE SOUTH 14° 33' 30" WEST ALONG SAID EASTERLY LINE OF TURBINE STREET, A DISTANCE OF 428.63 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 08° 11' 30" EAST ALONG SAID EASTERLY LINE OF TURBINE STREET, A DISTANCE OF 324.08 FEET TO A POINT THEREON, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOHN AND MERCEDES GUERRERO BY DEED RECORDED IN [BOOK 1009, PAGE 563 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THEODORA DE ALCARAZ BY DEED RECORDED IN [BOOK 722, PAGE 178](#) OF DEEDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 52° 41' EAST ALONG THE NORTHEASTERLY LINE OF THE PARCEL SO CONVEYED TO ALCARAZ, A DISTANCE OF 148.45 FEET TO A POINT THEREON FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 52° 41' EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 135.00 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL CONVEYED TO ALCARAZ AS AFORESAID, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF THE PARCEL CONVEYED TO GUERRERO AS AFORESAID; THENCE SOUTH 32° 02' 45" WEST ALONG THE SOUTHEASTERLY LINE OF THE PARCEL SO CONVEYED TO ALCARAZ, A DISTANCE OF 582.39 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 19° 18' 35" EAST, A DISTANCE OF 609.79 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-024](#)

PARCEL 55: [APN: 179-130-003](#) INTENTIONALLY OMITTED

PARCEL 56: [APN: 179-130-006](#)

PARCEL 1 OF [PARCEL MAP 6868](#), IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN [BOOK 24, PAGES 53](#) AND 54 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 57: [APN: 179-130-007](#)

PARCEL 2 OF [PARCEL MAP 6868](#), IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 24, PAGES 53](#) AND 54, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 58: [APN: 179-130-008](#)

THAT PORTION OF LOT 2 OF ARTHUR PARKS TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE 21](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND OF LOT 2 BLOCK 11, OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN [BOOK 9, PAGE 34](#) OF MAPS RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2 OF ARTHUR PARKS TRACT. SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 2, BLOCK 11 OF WEST RIVERSIDE; THENCE SOUTH 58° 12' 26" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 OF ARTHUR PARKS TRACT, A DISTANCE OF 40.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF

EXHIBIT A
(Continued)

BLOOMINGTON BOULEVARD, 80.00 FEET WIDE; THENCE SOUTH 38° 35' 10" WEST, ALONG SAID SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, A DISTANCE OF 45.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY FROM AN INITIAL TANGENT BEARING NORTH 38° 55' 10" EAST, AND HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 44° 06' 44" A DISTANCE OF 76.99 FEET SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 IN [BOOK 2515, PAGE 31](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON STATE HIGHWAY RIGHT OF WAY MAP OF ROUTE 19, SECTION A, SHEET 9 OF 26, AS BEING THE SOUTHERLY LINE OF CONNECTING ROAD; THENCE ALONG SAID SOUTHERLY LINE OF CONNECTING ROAD, NORTH 83° 01' 54" EAST, 140.00 FEET; THENCE SOUTH 38° 55' 10" WEST PARALLEL TO THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD, A DISTANCE OF 180.52 FEET; THENCE SOUTH 83° 01' 54" WEST, PARALLEL TO THE SOUTHERLY LINE OF SAID LINE OF SAID CONNECTING ROAD, A DISTANCE OF 180.52 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD THAT BEARS SOUTH 38° 55' 10" WEST, ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 140.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 38° 55' 10" EAST, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1963 AS [INSTRUMENT NO. 38906 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2 OF ARTHUR PARKS TRACT, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 2, BLOCK 11 OF WEST RIVERSIDE; THENCE SOUTH 58° 12' 26" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 OF ARTHUR TRACT, A DISTANCE OF 40.31 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, 80.00 FEET WIDE; THENCE SOUTH 38° 35' 10" WEST, ALONG SAID SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, A DISTANCE OF 45.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY FROM AN INITIAL TANGENT BEARING NORTH 38° 55' 10" EAST, AND HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 44° 06' 44" A DISTANCE OF 76.99 FEET SAID POINT BEING ON A SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1959 IN [BOOK 2515, PAGE 31](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON STATE HIGHWAY RIGHT OF WAY MAP OF ROUTE 19, SECTION A, SHEET 9 OF 26 AS BEING THE SOUTHERLY LINE OF CONNECTING ROAD; THENCE ALONG SAID SOUTHERLY LINE NORTH 83° 01' 54" EAST 140.00 FEET; THENCE SOUTH 38° 55' 10" WEST, PARALLEL TO SAID SOUTHEASTERLY LINE OF BLOOMINGTON BOULEVARD, A DISTANCE OF 17.24 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 1100 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF CONNECTION ROAD; THENCE SOUTH 83° 01' 54" WEST, ALONG SAID PARALLEL LINE A DISTANCE OF 137.79 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 44° 06' 44" A DISTANCE OF 53.89 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD; THENCE SOUTH 38° 55' 10" WEST ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 134.92 FEET; THENCE SOUTH 83° 01' 54" WEST, 14.37 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOOMINGTON BOULEVARD; THENCE NORTH 38° 55' 10" EAST, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 59:

EXHIBIT A
(Continued)

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, 334 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF WALLACE STREET WITH THE NORTHEASTERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF TURBINE TRACT, WHICH WAS DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906, BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, RIVERSIDE COUNTY RECORDS, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE SOUTHEASTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 50.00 FEET; THENCE SOUTHEASTERLY, PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET 132.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 50.00 FEET TO A POINT IN SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY LINE OF WALLACE STREET, 132.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN EASEMENT FOR INGRESS AND EGRESS, 20.00 FEET WIDE, ALONG THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY.

[APN: 178-310-033](#)

PARCEL 60:

THAT PORTION OF LOT 6 OF TURBINE TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT, WHICH BEARS NORTH 57° 36' EAST, 98.93 FEET FROM THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 38° 15' WEST, 320.12 FEET; THENCE NORTH 54° 03' EAST 118.35 FEET; THENCE SOUTH 34° 42' EAST, 326.16 FEET, TO A POINT ON THE SOUTH EASTERLY LINE OF SAID LOT; THENCE SOUTH 57° 36' WEST, ALONG SAID SOUTHEASTERLY LINE, 98.93 FEET, TO THE POINT OF BEGINNING.

[APN: 178-310-014](#)

PARCEL 61:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TURBINE STREET 466 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE OF TURBINE STREET WITH THE NORTHERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF THE TURBINE TRACT, DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D. C. MILAN, APRIL 4, 1906 IN [BOOK 221, PAGE 359](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE ON A LINE PARALLEL WITH SAID NORTHERLY LINE OF SAID 7.5 ACRES, SOUTH 53° 41' EAST, 120.0 FEET TO A POINT; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH SAID SOUTHERLY LINE OF TURBINE STREET, 71.0 FEET TO A POINT; THENCE NORTH 43° 53' WEST, 115.0 FEET TO A POINT IN SAID SOUTHERLY LINE

**EXHIBIT A
(Continued)**

OF TURBINE STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF TURBINE STREET, 50.00 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-039](#)

PARCEL 62:

A PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF RECORD IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TURBINE -STREET 466 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE OF TURBINE STREET WITH THE NORTHERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF THE TURBINE TRACT, DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906, PER DEED RECORDED IN [BOOK 221, PAGE 359](#), RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE S 57 DEGREES 36 MINUTES WEST ALONG SAID SOUTHERLY LINE OF TURBINE STREET 50.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57 DEGREES 36 MINUTES WEST ALONG SAID SOUTHERLY LINE OF TURBINE STREET 82.0 FEET; THENCE SOUTH 53 DEGREES 41 MINUTES EAST ON A LINE PARALLEL WITH SAID NORTHERLY LINE OF SAID 7.5 ACRES, A DISTANCE OF 109.0 FEET; THENCE NORTH 57 DEGREES 36 MINUTES EAST PARALLEL TO SAID SOUTHERLY LINE OF TURBINE STREET, A DISTANCE OF 63.0 FEET; THENCE NORTH 43 DEGREES 53 MINUTES EAST, A DISTANCE OF 105.0 FEET TO THE TRUE POINT OF BEGINNING AS SHOWN BY PLAT HERETO ATTACHED AND MADE A PART HEREOF.

EXCEPTING THEREFROM A TEN FOOT (10 FT. WIDE EASEMENT FOR INGRESS AND EGRESS ALONG THE NORTHERLY LINE AS SHOWN BY PLAT HERETO ATTACHED AND MADE A PART HEREOF.

[APN: 178-310-040](#)

PARCEL 63:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF THE INDIAN HILL TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE TN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, 334 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF WALLACE STREET WITH THE NORTHEASTERLY LINE OF THAT CERTAIN 7.5 ACRE PART OF LOT 3 OF TURBINE TRACT, WHICH WAS DEEDED BY THE RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906 BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, RIVERSIDE COUNTY RECORDS, SAID 7.5 ACRES BEING SHOWN ON SAID AMENDED MAP OF THE INDIAN HILL TRACT; THENCE SOUTHEASTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 80.00 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, 132.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRES, 80.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET 132.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A
(Continued)

[APN: 178-310-034](#)

PARCEL 64:

ALL THAT PORTION OF LOT 2, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP OF INDIAN HILL TRACT ON FILE IN [BOOK 10, PAGE 3](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF TURBINE STREET, 202 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF TURBINE STREET WITH THE NORTHEASTERLY LINE OF THAT CERTAIN 7.5 ACRE PARCEL IN LOT 3 OF TURBINE TRACT, WHICH WAS CONVEYED BY RIVERSIDE LAND AND IRRIGATING COMPANY TO D.C. MILAN, APRIL 4, 1906, BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID 7.5 ACRE PARCEL BEING SHOWN ON SAID AMENDED MAP OF INDIAN HILL TRACT; THENCE ON A LINE PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53°41' EAST, 310.34 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF TURBINE STREET, 70 FEET; THENCE ON A LINE PARALLEL WITH SAID NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, NORTH 53°41' WEST, 310.34 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF TURBINE STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF TURBINE STREET, 70 FEET TO THE POINT OF BEGINNING.

[APN: 178-310-018](#)

PARCEL 65:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 04998, AS SHOWN ON A DOCUMENT RECORDED MARCH 9 2006 AS [INSTRUMENT NO. 2007-163401 OF OFFICIAL RECORDS](#) OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A, BEING A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40.00 FEET WIDE ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE NORTH 57°29'43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET TO THE NORTHERLY CORNER OF PARCEL B OF SAID LOT LINE ADJUSTMENT NO. 04998, SAID NORTHERLY CORNER BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET, NORTH 57°29'43" EAST 60.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 53°44'50" EAST 310.34 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL B OF LOT LINE ADJUSTMENT NO. 04998; THENCE SOUTH 57°29'43" WEST 60.00 FEET ALONG SAID NORTHEASTERLY PROLONGATION TO THE EASTERLY CORNER OF SAID PARCEL B OF LOT LINE ADJUSTMENT NO. 04998; THENCE NORTH 53°44'50" WEST 310.34 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL B OF LOT LINE ADJUSTMENT NO. 04998 TO THE TRUE POINT OF BEGINNING.

[APN: 178-310-017](#)

EXHIBIT A
(Continued)

PARCEL 66:

THAT PORTION OF LOT 2 OF THE AMENDED MAP OF INDIAN HILL TRACT, TN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID MAP; THENCE NORTH 57°29'43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53°44'50" EAST 310.34 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, SOUTH 57°29'43" WEST 72.00 FEET TO THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL; THENCE NORTH 53°44'50" WEST 310.34 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING.

SAID LAND ALSO SHOWN AND DESCRIBED AS PARCEL B, IN A LOT LINE ADJUSTMENT RECORDED MARCH 9, 2007 AS [INSTRUMENT NO. 2007-163401 OFFICIAL RECORDS](#)

[APN: 178-310-043](#)

PARCEL 67:

THAT PORTION OF LOT 1 OF THE TURBINE TRACT, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 5, PAGE 116](#) OF MAPS, RECORDS OF SAID COUNTY, AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6296, RECORDED MARCH 6, 2006 AS [INSTRUMENT NO. 2006-0158778 OF OFFICIAL RECORDS](#) OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 3 OF SAID TURBINE TRACT, TOGETHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF WALLACE STREET, SHOWN AS TURBINE STREET, 40 FEET WIDE, ON SAID AMENDED MAP, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 7.5 ACRE PARCEL CONVEYED TO D.C. MILAN BY DEED RECORDED IN [BOOK 221, PAGE 359](#) OF DEEDS, AS SHOWN ON SAID AMENDED MAP; THENCE NORTH 57° 29' 43" EAST 72.00 FEET ALONG SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID 7.5 ACRE PARCEL, SOUTH 53° 44' 50" EAST 310.34 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY LINE OF WALLACE STREET, SOUTH 57° 29' 43" WEST 266.35 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 563.00 FEET; THENCE SOUTHWESTERLY 5.08 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 31' 02" TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING SOUTHWESTERLY 325.91 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33° 10' 01" TO A NON-TANGENT LINE; THENCE NORTH 50° 14' 59" WEST 204.79 FEET ALONG SAID NON-TANGENT LINE TO SAID SOUTHEASTERLY LINE OF WALLACE STREET; THENCE NORTH 57° 32' 10" EAST 257.15 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 53° 44' 18" EAST 310.44 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AND DESCRIBED AS "PARCEL D" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT ADJUSTMENT NO. 4998, A CERTIFIED COPY OF WHICH WAS RECORDED ON MARCH 9, 2007 AS [INSTRUMENT NO. 2007-163401 OF OFFICIAL RECORDS](#).

[APN: 179-170-015](#)

**EXHIBIT A
(Continued)**

PARCEL 68: [APN: 178-310-030](#) INTENTIONALLY OMITTED

PARCEL 69: [APN: 178-310-047](#) INTENTIONALLY OMITTED

PARCEL 70: [APN: 178-310-045](#) INTENTIONALLY OMITTED

PARCEL 71: [APN: 178-310-003](#) INTENTIONALLY OMITTED

PARCEL 72: [APN: 179-170-019](#) INTENTIONALLY OMITTED

PARCEL 73: [APN: 179-270-012](#), 179-270-011 AND 179-270-024

THE LAND DESCRIBED IN THAT CERTAIN CERTIFICATE OF PARCEL MERGER RECORDED DECEMBER 6, 2023 AS [INSTRUMENT NO. 2023-0362978](#) BEING THAT PORTION OF BLOCK 2 AS SHOWN BY MAP OF INDIAN HILL TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 10, PAGE 3](#) OF MAPS IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PARCELS 43, 44A AND 52 OF THE LAND DESCRIBED IN A GRANT DEED, RECORDED SEPTEMBER 12, 2019 AS INSTRUMENT NO. 2019-0355608 OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 44A, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF PARCEL 'D' OF LOT LINE ADJUSTMENT NO. 04995 RECORDED JANUARY 23, 2007 AS [INSTRUMENT NO. 2007-0052626 OFFICIAL RECORDS](#) OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 44A, SOUTH 59°58'00" EAST, A DISTANCE OF 220.00 FEET TO THE WESTERLY LINE OF PARCEL 49B OF SAID INSTRUMENT NO. 2019-0355608; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 49B, NORTH 15°12'30" EAST, A DISTANCE OF 369.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 43; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 43, NORTH 75°42'35" WEST, A DISTANCE OF 269.03 FEET TO THE EASTERLY LINE OF SAID PARCEL 'D', ALSO BEING THE NORTHWESTERLY CORNER OF SAID PARCEL 43; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 'D' AND ALONG THE WESTERLY LINES OF SAID PARCELS 43, 52 AND 44A, SOUTH 04°51 '31" WEST, A DISTANCE OF 313.50 FEET TO THE POINT OF BEGINNING.

PARCEL 74: [APN: 178-310-049](#) INTENTIONALLY OMITTED

PARCEL 75: PORTION [APN: 179-270-018](#)

PARCEL 'A' OF NOTICE OF LOT LINE ADJUSTMENT NO. LLA 23006 RECORDED FEBRUARY 23, 2024 AS INSTRUMENT NO. 2024-0049627 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 53C OF THE LAND DESCRIBED IN A GRANT DEED, RECORDED SEPTEMBER 12, 2019 AS INSTRUMENT NO. 2019-0355608 OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M., DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 53C, ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 2 OF THE MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, FILED IN [BOOK 5 PAGE 116](#) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHWESTERLY CORNER OF LOT 2 BEING ON THE NORTHEASTERLY LINE OF 34TH STREET (FORMERLY WILSON STREET), 40 FEET WIDE, AS SHOWN ON A RECORD OF SURVEY FILED IN [BOOK 94, PAGES 96](#) THROUGH 99, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 53C AND SAID NORTHEASTERLY LINE OF 34TH STREET, NORTH 59°58'00" EAST, A DISTANCE OF 81.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN A GRANT DEED, RECORDED APRIL 22, 2021 AS INSTRUMENT NO. 2021-0250392 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID GRANT DEED, NORTH 29°59'00" EAST, A DISTANCE OF 170.00 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE ALONG A LINE PARALLEL WITH SAID NORTHEASTERLY LINE OF 34TH STREET, NORTH 59°58'00" WEST, A DISTANCE OF 81.00 FEET TO THE WESTERLY LINE OF SAID PARCEL 53C, ALSO BEING THE WESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID WESTERLY LINE OF PARCEL 53C AND SAID WESTERLY LINE OF LOT 2, SOUTH 29°59'00" WEST, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING. RESERVING THEREFROM A BLANKET EASEMENT FOR ACCESS PURPOSES IN FAVOR OF PARCEL 'B' OF LOT LINE ADJUSTMENT NO. 23006.

PARCEL 76: PORTION [APN: 179-270-017](#) & 018

PARCEL 'B' OF NOTICE OF LOT LINE ADJUSTMENT NO. LLA 23006 RECORDED FEBRUARY 23, 2024 AS INSTRUMENT NO. 2024-0049627 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALL OF PARCEL 53A, AND A PORTION OF PARCEL 53C OF THE LAND DESCRIBED IN A GRANT DEED, RECORDED SEPTEMBER 12, 2019 AS INSTRUMENT NO. 2019-0355608, TOGETHER WITH A PORTION OF PARCEL 'D' OF LOT LINE ADJUSTMENT NO. 04995 RECORDED JANUARY 23, 2007 AS [INSTRUMENT NO. 2007-0052626](#), ALSO TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MERGER NO. 23004 RECORDED DECEMBER 6, 2023 AS [INSTRUMENT NO. 2023-0362978](#), ALL OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS " SOUTH 07° 19'16" WEST 32.51' " ALONG THE EASTERLY LINE OF PARCEL 'C' OF SAID LOT LINE ADJUSTMENT NO. 04995, BEING THE SOUTHEASTERLY CORNER OF SAID PARCEL 'C' AND ALSO BEING A POINT ON THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF 34TH STREET (FORMERLY WILSON STREET), 40 FEET WIDE, AS SHOWN ON A RECORD OF SURVEY FILED IN [BOOK 94, PAGES 96](#) THROUGH 99, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 'D', PASSING THROUGH THE SOUTHERLY CORNER, COMMON TO SAID PARCEL 'D' AND SAID PARCEL 1, AND ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 59°58'00" EAST, A DISTANCE OF 368.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 1, THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1, NORTH 15°12'30" EAST, A DISTANCE OF 261.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 15°12'30" EAST, A DISTANCE OF 107.29 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, NORTH 75°42'35" WEST, A DISTANCE OF 269.03 FEET TO THE NORTHWESTERLY CORNER THEREOF, ALSO BEING A POINT ON THE EASTERLY LINE OF SAID PARCEL 'D'; THENCE ALONG SAID EASTERLY LINE OF PARCEL 'D', NORTH 04°51'31" EAST, A DISTANCE OF 424.70 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 'D', ALSO BEING AN ANGLE POINT IN THE EASTERLY LINE OF SAID PARCEL 53A; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 53A, NORTH 36°53'26" EAST, A DISTANCE OF 123.86 FEET TO AN ANGLE

EXHIBIT A
(Continued)

POINT THEREIN; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 53A, NORTH 12°29'00" EAST, A DISTANCE OF 154.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 53A; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 53A, PASSING THROUGH THE NORTHERLY CORNER COMMON TO SAID PARCELS 53A AND 53C, AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 53C, NORTH 45°08'00" WEST, A DISTANCE OF 396.50 FEET TO THE NORTHWESTERLY CORNER THEREOF, ALSO BEING THE NORTHERLY CORNER OF THAT CERTAIN 1.81 ACRE TRACT OF LAND CONVEYED TO MILLIE J. VOORHEES BY A DEED RECORDED MAY 23, 1913 IN BOOK 375, PAGE 379 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 53C AND SAID DEED TO MILLIE J. VOORHEES, PASSING THROUGH THE WESTERLY CORNER COMMON TO SAID DEED AND LOT 2 OF THE MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT, FILED IN BOOK 5, PAGE 116 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ALONG THE WESTERLY LINE OF SAID LOT 2, SOUTH 29°59'00" WEST, A DISTANCE OF 869.40 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 2 AND THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED, RECORDED APRIL 22, 2021 AS INSTRUMENT NO. 2021 -0250392 OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHWESTERLY PROLONGATION BEING PARALLEL WITH SAID NORTHEASTERLY LINE OF 34TH STREET; THENCE ALONG SAID NORTHWESTERLY PROLONGATION, SOUTH 59°58'00" EAST, A DISTANCE OF 81.00 FEET TO THE NORTHWESTERLY CORNER OF SAID GRANT DEED; THENCE ALONG THE NORTHEASTERLY LINE OF SAID GRANT DEED, SOUTH 59°58'00" EAST, A DISTANCE OF 69.00 FEET TO THE EASTERLY CORNER THEREOF, ALSO BEING ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN A GRANT DEED, RECORDED JULY 31, 2012 AS INSTRUMENT NO. 2012-0358277 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED, NORTH 29°59'00" EAST, A DISTANCE OF 1.00 FEET TO THE NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHEASTERLY LINE OF SAID GRANT DEED, SOUTH 59°58'00" EAST, A DISTANCE OF 75.00 FEET TO THE EASTERLY CORNER THEREOF; THENCE ALONG THE NORTHEASTERLY LINE OF SAID GRANT DEED, SOUTH 29°59'00" WEST, A DISTANCE OF 51.00 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 53B IN SAID GRANT DEED RECORDED SEPTEMBER 12, 2019 AS INSTRUMENT NO. 2019-0355608; THENCE ALONG A LINE THAT IS PARALLEL WITH SAID NORTHEASTERLY LINE OF 34TH STREET AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 53B, SOUTH 59°58'00" EAST, A DISTANCE OF 75.13 FEET TO THE WESTERLY LINE OF PARCEL 'A' OF SAID LOT LINE ADJUSTMENT NO. 04995; THENCE ALONG SAID WESTERLY LINE, NORTH 14°51'00" EAST, A DISTANCE OF 52.85 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 'D'; THENCE ALONG THE GENERAL SOUTHERLY LINE OF SAID PARCEL 'D' THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 27°02'34" EAST, A DISTANCE OF 211.51 FEET;
2. SOUTH 57°24'10" EAST, A DISTANCE OF 158.47 FEET TO THE NORTHEASTERLY

CORNER OF SAID PARCEL 'C'; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 'C' SOUTH 57°24'00" EAST, A DISTANCE OF 85.47 FEET TO A LINE THAT IS PARALLEL WITH AND 78.25 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID PARCEL 'C'; THENCE ALONG SAID PARALLEL LINE, SOUTH 08°52'49" WEST, A DISTANCE OF 126.86 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 59°58'00" EAST, PARALLEL WITH SAID NORTHERLY LINE OF 34 STREET, A DISTANCE OF 316.46 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR ACCESS PURPOSES OVER ALL OF PARCEL 'A' OF LOT LINE ADJUSTMENT NO. 23006.

PARCEL 77:

EXHIBIT A
(Continued)

PARCEL 'A' OF NOTICE OF LOT LINE ADJUSTMENT NO. LLA 23005 RECORDED JANUARY 31, 2024 AS [INSTRUMENT NO. 2024-0028578 OFFICIAL RECORDS](#), DESCRIBED AS FOLLOWS:

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 'A' OF LOT LINE ADJUSTMENT 21002, RECORDED MARCH 29, 2022 AS INSTRUMENT 2022-0151045 AND DESCRIBED IN CORRECTIVE GRANT DEED, RECORDED FEBRUARY 23, 2023 AS INSTRUMENT 2023-0053011, BOTH OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH LOT 7 OF THE MAP OF THE RIVERSIDE LAND AND IRRIGATING COMPANY'S TURBINE TRACT FILED IN [BOOK 5, PAGE 116](#), OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 5 WEST, S.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 'B' OF SAID LOT LINE ADJUSTMENT 21002; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 'B' PASSING THROUGH THE NORTHERLY CORNER, COMMON TO SAID PARCEL 'B' AND PARCEL 'C' OF SAID LOT LINE ADJUSTMENT 21002, AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 'C', SOUTH 60°00'00" EAST, A DISTANCE OF 120.56 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 'C'; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PARCEL 'C' SOUTH 60°00'00" EAST, A DISTANCE OF 98.69 FEET TO A LINE PARALLEL WITH AND 98.22 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF SAID PARCEL 'C'; THENCE ALONG SAID PARALLEL LINE, SOUTH 35°34'00" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 'A' OF SAID LOT LINE ADJUSTMENT 21002, ALSO BEING A LINE PARALLEL WITH AND 20.00 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF 34TH STREET, FORMERLY COUNTY ROAD, AS SHOWN ON SAID MAP OF THE TURBINE TRACT; THENCE ALONG SAID SOUTHWESTERLY LINE OF PARCEL 'A' AND SAID PARALLEL LINE, SOUTH 60°00'00" EAST, A DISTANCE OF 16.54 FEET TO THE INTERSECTION OF SAID PARALLEL LINE AND THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 2 OF [PARCEL MAP NO. 33314](#), FILED IN [BOOK 220, PAGES 79](#) AND 80 OF PARCEL MAPS, RECORDS OF SAID COUNTY; THENCE LEAVING SAID PARALLEL LINE AND CONTINUING ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 'A', THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

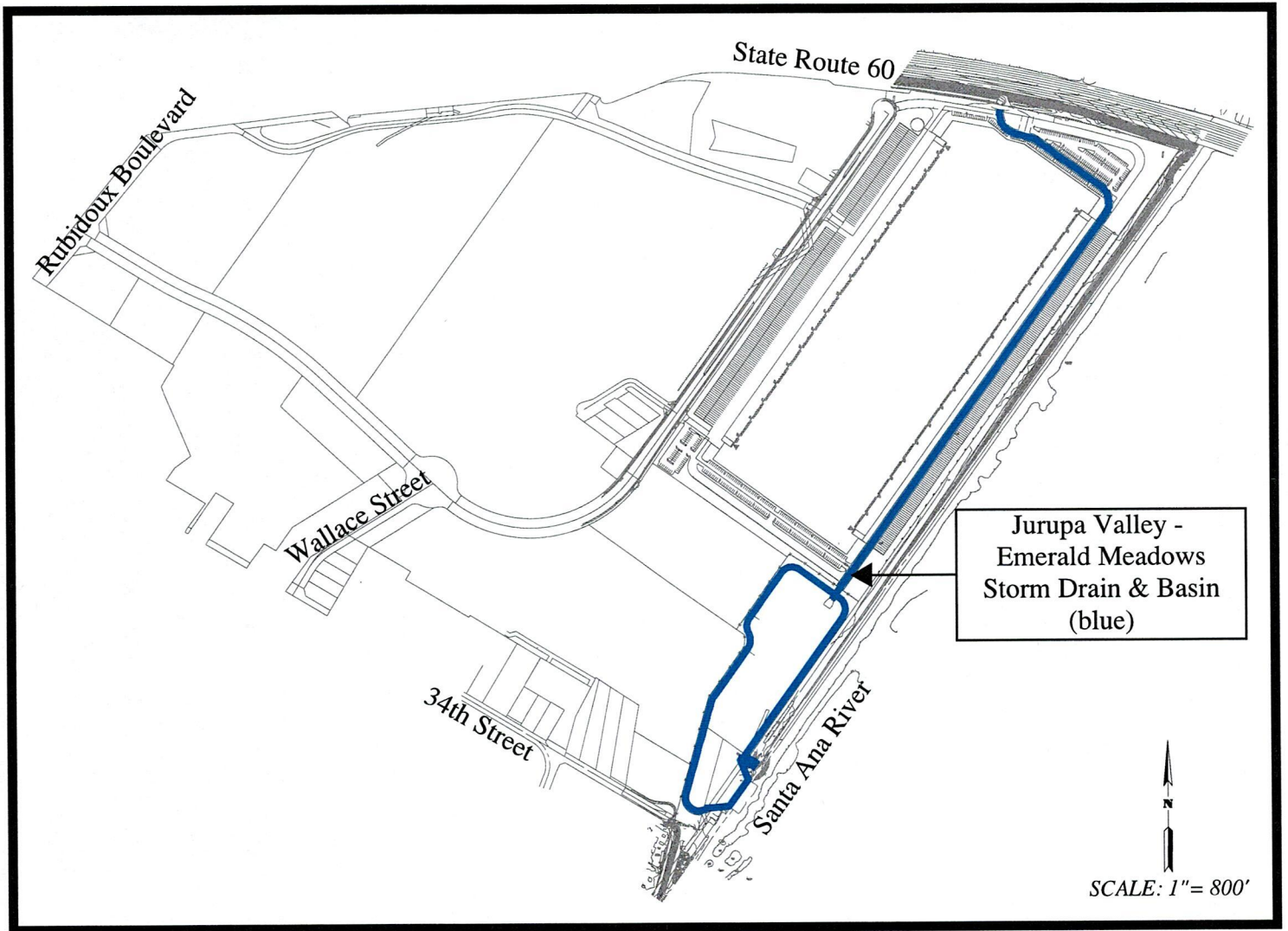
1. NORTH 33°53'00" EAST, A DISTANCE OF 218.00 FEET;
2. SOUTH 60°04'55" EAST, A DISTANCE OF 100.23 FEET;
3. SOUTH 33°46'05" WEST, A DISTANCE OF 188.93 FEET;
4. SOUTH 60°04'55" EAST, A DISTANCE OF 28.61 FEET;
5. SOUTH 60°01'40" EAST, A DISTANCE OF 198.18 FEET;
6. NORTH 35°23'20" EAST, A DISTANCE OF 95.87 FEET;
7. SOUTH 60°01'40" EAST, A DISTANCE OF 65.00 FEET;
8. NORTH 35°23'10" EAST, A DISTANCE OF 137.91 FEET;
9. NORTH 57°32'10" EAST, A DISTANCE OF 480.00 FEET;
10. SOUTH 43°28'00" EAST, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF WALLACE STREET, FORMERLY TURBINE STREET, 40.00 FEET WIDE, AS SHOWN ON SAID MAP OF THE TURBINE TRACT;
11. ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 'A' AND ALONG SAID RIGHT OF WAY, NORTH 57°36'00" EAST, A DISTANCE OF 260.30 FEET TO THE SOUTHERLY CORNER OF LOT 7 OF SAID MAP OF THE TURBINE TRACT, ALSO BEING THE EASTERLY CORNER OF SAID PARCEL 'A'; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7 AND ALONG SAID RIGHT OF WAY, NORTH 57°36'00" EAST, A DISTANCE OF 400.00 FEET TO THE EASTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY LINES OF SAID LOT 7 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

**EXHIBIT A
(Continued)**

1. NORTH 41°48'00" WEST, A DISTANCE OF 581.20 FEET;
2. NORTH 41 °48'00" WEST, A DISTANCE OF 46.47 FEET;
3. SOUTH 53°00'00" WEST, A DISTANCE OF 109.01 FEET;
4. SOUTH 83°00'00" WEST, A DISTANCE OF 117.00 FEET;
5. SOUTH 86°00'00" WEST, A DISTANCE OF 59.00 FEET;

6. SOUTH 56°17'00" WEST, A DISTANCE OF 144.75 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 'A' OF LOT LINE ADJUSTMENT 21002, ALSO BEING THE WESTERLY CORNER OF SAID LOT 7; THENCE ALONG THE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY LINES OF SAID PARCEL 'A' THE FOLLOWING TEN (10) COURSES AND DISTANCES:
 1. NORTH 34°36'26" WEST, A DISTANCE OF 23.10 FEET;
 2. SOUTH 35°16'24" WEST, A DISTANCE OF 76.13 FEET;
 3. SOUTH 54°06'00" WEST, A DISTANCE OF 136.22 FEET;
 4. NORTH 59°09'00" WEST, A DISTANCE OF 804.14 FEET;
 5. SOUTH 53°43'00" WEST, A DISTANCE OF 296.00 FEET;
 6. SOUTH 59°14'26" EAST, A DISTANCE OF 294.29 FEET;
 7. SOUTH 30°39'41" WEST, A DISTANCE OF 120.00 FEET;
 8. SOUTH 24°04'00" EAST, A DISTANCE OF 362.34 FEET;
 9. SOUTH 52°41'00" WEST, A DISTANCE OF 95.31 FEET;
 10. SOUTH 35°34'00" WEST, A DISTANCE OF 70.19 FEET TO THE POINT OF BEGINNING.

Exhibit B



COOPERATIVE AGREEMENT

Jurupa Valley - Emerald Meadows Storm Drain & Basin

Project No. 1-0-00224

Drawing No. 1-0762

Tract 38318

Exhibit C

DISTRICT's Insurance Requirements is as follows:

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT and CITY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and CITY as Additional Insureds.

Exhibit C

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

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

Exhibit C

related investigations, claims administration, and defense costs and expenses.

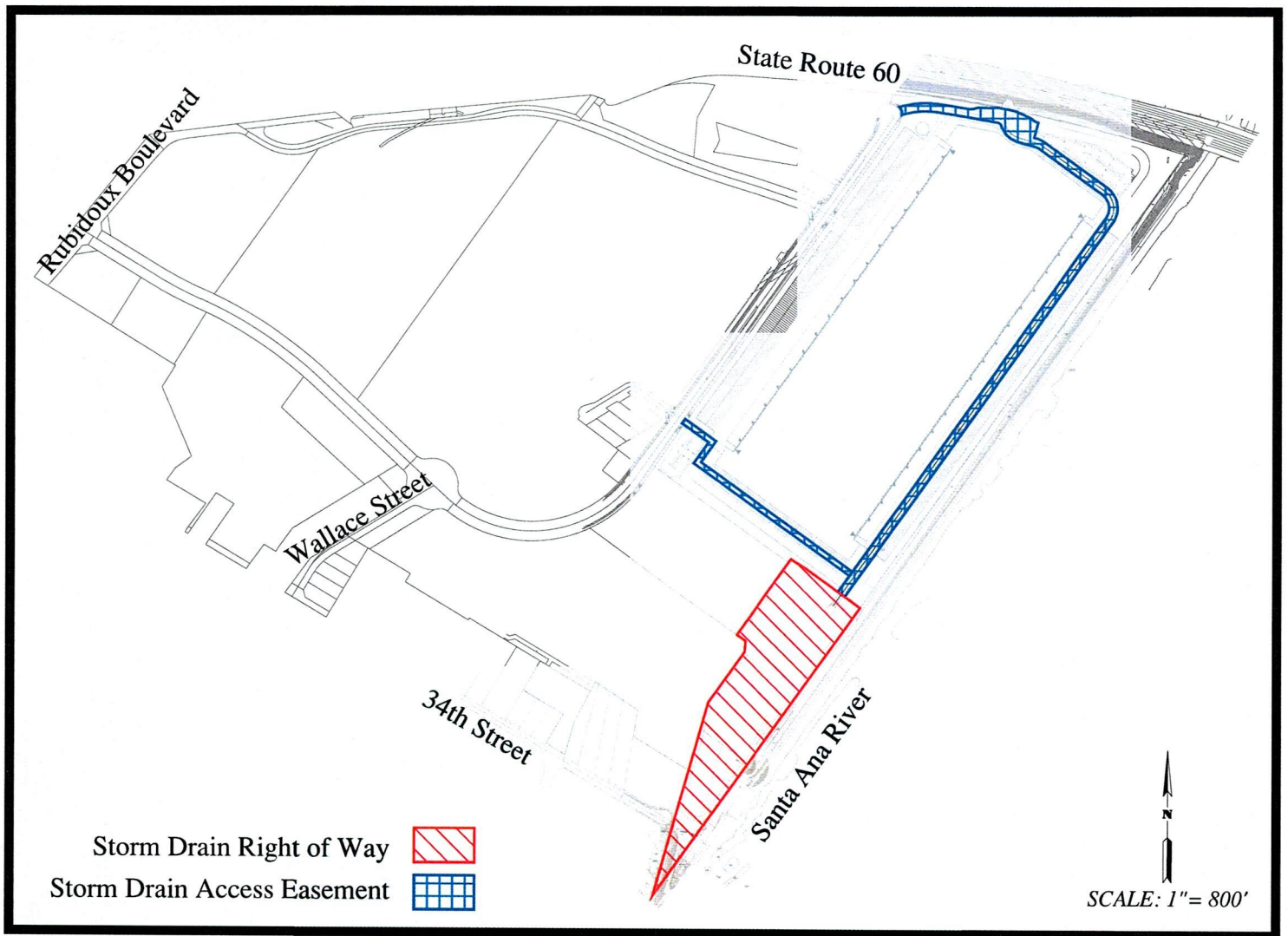
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally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

Exhibit C

etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Exhibit D



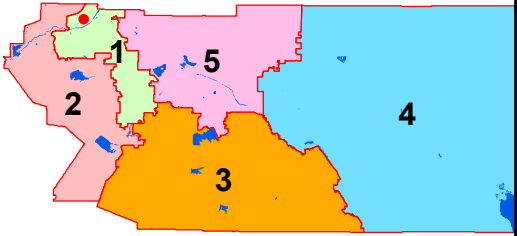
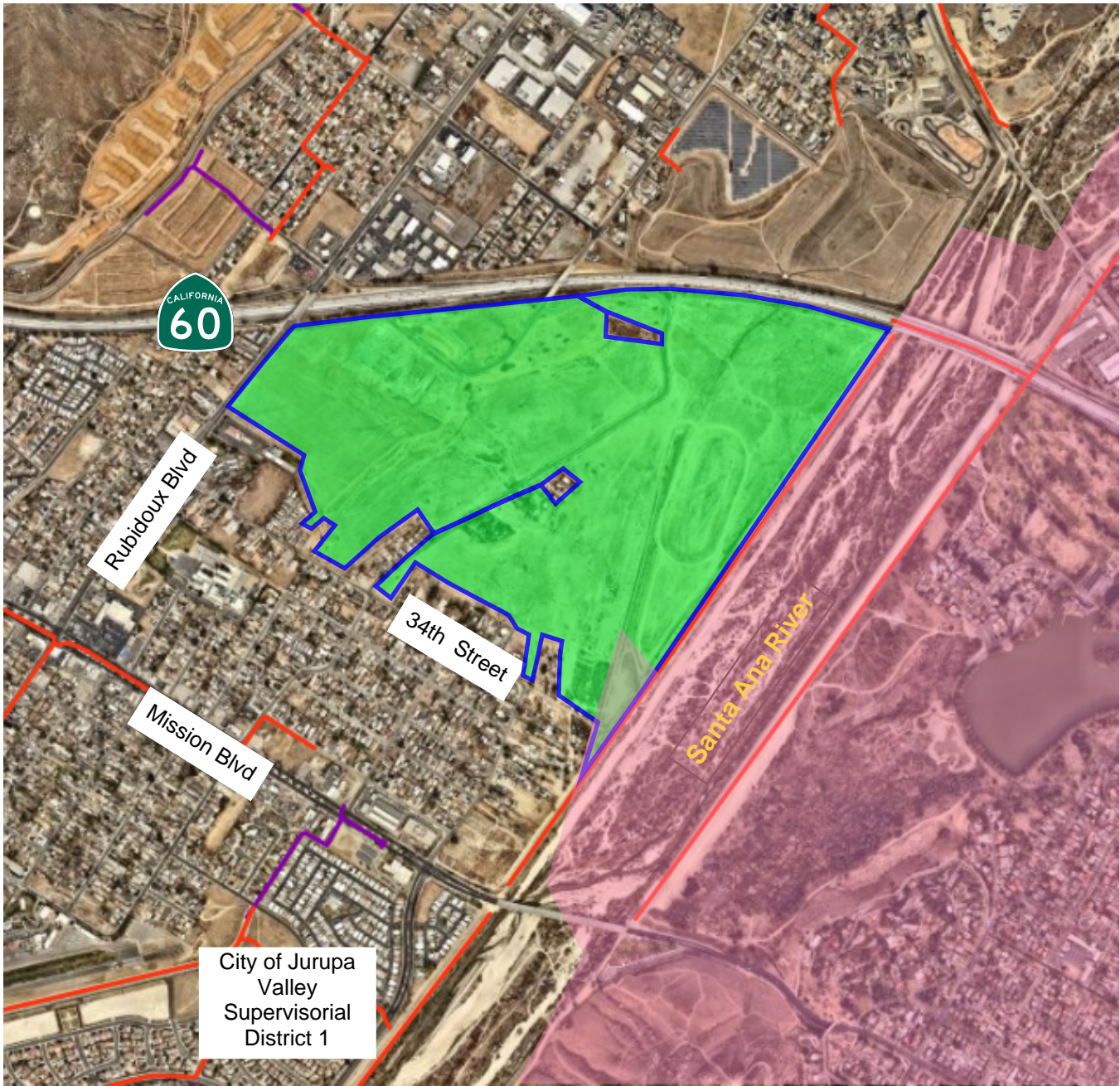
COOPERATIVE AGREEMENT

Jurupa Valley - Emerald Meadows Storm Drain & Basin

Project No. 1-0-00224

Drawing No. 1-0762

Tract 38318



Legend

- Project Vicinity
- Pending Acceptance Facilities
- Existing Facilities
- City of Riverside
- Supervisorial District 1

Description

Jurupa Valley - Emerald Meadows Storm Drain and Basin
 Project No. 1-0-00224
 Tract Map No. 38318

and

Rubidoux Channel, Stage 4
 Project No. 1-0-00142
 Tract Map No. 38318



VICINITY MAP

