

FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Chief Engineer SUBMITTAL DATE: May 23, 1989

SUBJECT: Long Valley Wash Channel and Camino Marea Storm Drain
Project No. 7-0-330 Cooperative Agreement

RECOMMENDED MOTION:

The Board approve the attached Cooperative Agreement between the District, the County of Riverside and TayCo (Developer), which sets forth the terms and conditions by which the Camino Marea Storm Drain and a portion of the Long Valley Wash Channel, both required as a condition for approval of Tract No. 22716, are to be constructed by the Developer, inspected by the District, and maintained by the District and the County of Riverside; and authorize the Chairman to execute the Agreement documents on behalf of the District.

JUSTIFICATION:

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the project. Upon completion of the project, the District will assume operation and maintenance responsibilities for the facilities, excluding inlets and connector pipes within County rights of way, which are to be maintained by the County Road Department.

This matter is also on the County's Board Agenda this same date. County Counsel has approved this Agreement as to legal form.

FINANCIAL:

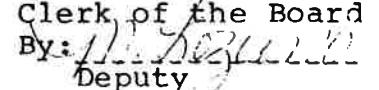
The Developer is funding all construction and construction inspection costs and is also providing cash deposits to both the District and the County Road Department to cover anticipated District and County expenses to be incurred through the year 1998 in the operation and maintenance of these facilities.


KENNETH L. EDWARDS
Chief Engineer

MINUTES OF THE FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD

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

Ayes: Cenicerros, Abraham and Younglove
Noes: None
Absent: Dunlap and Larson
Date: May 23, 1989
xc: Flood

Gerald A. Maloney
Clerk of the Board
By: 
Deputy

Prev. Agn. ref.

Depts. Comments

Dist.
1st

AGENDA NO.

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AGREEMENT

(Tract No. 22716)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and TAYCO, a California general partnership, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tentative Tract No. 22716 in the Rancho California area of western Riverside County, and as a condition for approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection for DEVELOPER'S planned development; and

B. The required flood control facilities include the Camino Marea Storm Drain, as shown in blue on Exhibit "A" attached hereto and made a part hereof, and a reinforced concrete box segment of the Long Valley Wash Channel, as shown in red and green on Exhibit "A", and which facilities are hereinafter altogether referred to as PROJECT; and

C. DEVELOPER desires DISTRICT to assume ownership and responsibility for the operation and maintenance of PROJECT. Therefore, DISTRICT must review and approve the plans and specifications and inspect the construction of PROJECT; and

D. DISTRICT is willing to review and approve plans and specifications for PROJECT prepared by DEVELOPER, and is willing to provide construction inspection of PROJECT; and

E. DISTRICT is willing to assume ownership and responsibility for the operation and maintenance of PROJECT,

1 excluding inlets and connector pipes within COUNTY rights of way,
2 provided (i) DEVELOPER complies with this agreement, (ii)
3 DEVELOPER pays DISTRICT the amount as specified herein to cover
4 DISTRICT operation and maintenance costs of PROJECT, (iii)
5 PROJECT is constructed in accordance with plans and
6 specifications approved by DISTRICT, and (iv) DEVELOPER obtains
7 and conveys to DISTRICT the necessary rights of way for the
8 operation and maintenance of PROJECT as set forth herein; and

9 F. DISTRICT is willing to accept, as part of DISTRICT'S
10 operation and maintenance responsibilities associated with
11 PROJECT, the added responsibility of removing debris which may
12 accumulate within the existing reinforced concrete box crossing
13 at Kaiser Parkway, hereinafter called "BOX", as shown in concept
14 in orange on Exhibit "A", provided COUNTY grants DISTRICT the
15 right to perform said work within COUNTY rights of way; and

16 G. COUNTY is willing (i) to grant DISTRICT the right to
17 operate and maintain PROJECT and remove debris from BOX within
18 COUNTY rights of way, (ii) to continue ownership and structural
19 operation and maintenance responsibilities for BOX, and (iii) to
20 accept responsibilities for the operation and maintenance of
21 PROJECT inlets and connector pipes within COUNTY rights of way;
22 and

23 H. Tentative Tract No. 22716 is part of Specific Plan
24 No. 199 (Margarita Village) and is subject to provisions of
25 Development Agreement No. 5 recorded November 7, 1988, as
26 Instrument No. 325515.

27 NOW, THEREFORE, the parties hereto mutually agree as
28 follows:

SECTION I

DEVELOPER shall:

1. Prepare plans and specifications for PROJECT in accordance with DISTRICT standards and submit the plans and specifications to DISTRICT for its review and approval.

2. Pay DISTRICT (Zone 7 Maintenance Trust Fund No. 732-64-950-3211), upon execution of this agreement, the one time cash sum of \$93,595.00, the agreed upon DISTRICT estimated cost for operation and maintenance of PROJECT through the year 1998.

3. Pay COUNTY, upon execution of this agreement, the one time cash sum of \$2,300.00, the agreed upon COUNTY estimated cost for operation and maintenance of PROJECT inlets and connector pipes within COUNTY rights of way through the year 1998.

4. Notify DISTRICT, in writing, at least ten (10) days in advance of the start of construction of any element of PROJECT.

5. Secure all necessary licenses, permits and rights of entry as may be needed for the construction, inspection and operation and maintenance of PROJECT.

6. At the time of providing written notification of the start of construction as set forth in Section I.4., or prior to the recordation of the final map for Tract No. 22716 or any phase thereof, whichever occurs first, provide COUNTY with faithful performance and payment bonds, each in the amount of 100% of the estimated cost for construction of PROJECT as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and COUNTY. The bonds shall

1 remain in full force and effect until PROJECT is accepted by
2 DISTRICT as complete; at which time the bond amount may be
3 reduced to 10% for a period of one year to guarantee against any
4 defective work, labor or materials.

5 7. Obtain and provide to DISTRICT, at the time of
6 providing written notification to DISTRICT of the start of
7 construction as set forth in Section I.4., or not less than ten
8 (10) days prior to the recordation of the final map for Tract No.
9 22716 or any phase thereof, whichever occurs first, with duly
10 executed Irrevocable Offers of Dedication to the public for flood
11 control purposes, including ingress and egress, for the rights of
12 way deemed necessary by DISTRICT for the construction,
13 inspection, operation and maintenance of PROJECT, as shown in
14 concept in green on Exhibit "B" attached hereto and made a part
15 hereof. The Irrevocable Offers of Dedication shall be in a form
16 approved by DISTRICT and shall be executed by all legal and
17 equitable owners of the property described in the offer.

18 8. Furnish DISTRICT, when submitting the Irrevocable
19 Offers of Dedication, with Preliminary Reports on Title, dated no
20 more than thirty (30) days prior to submission, for all the
21 property described in the Irrevocable Offers of Dedication.

22 9. Upon completion of construction of PROJECT, but
23 prior to DISTRICT acceptance of PROJECT for operation and
24 maintenance, DEVELOPER shall convey or cause to be conveyed to
25 DISTRICT, flood control easements, including ingress and egress,
26 in a form approved by DISTRICT, for the rights of way shown in
27 concept in green on Exhibit "B".

28

1 10. Furnish DISTRICT, upon DISTRICT'S recordation of the
2 conveyancing documents described in Section I.9., with policies
3 of title insurance, each in the amount of not less than fifty
4 thousand dollars (\$50,000.00) for each parcel to be conveyed to
5 DISTRICT, guaranteeing DISTRICT'S interest to said property as
6 being free and clear of all liens, encumbrances, assessments,
7 easements, taxes and leases (recorded and unrecorded), except the
8 Irrevocable Offers of Dedication described in Section I.7., and
9 except those which, in the sole discretion of DISTRICT, are
10 acceptable.

11 11. Construct, or cause to be constructed, PROJECT at
12 DEVELOPER'S sole cost and expense in accordance with plans and
13 specifications approved by DISTRICT.

14 12. Pay, if suit is brought upon this contract or any
15 bond guaranteeing completion of PROJECT, all costs and reasonable
16 expenses and fees, including reasonable attorneys' fees, and
17 acknowledge that, upon entry of judgment, all such costs,
18 expenses and fees shall be taxed as costs and included in any
19 judgment rendered.

20 13. Furnish DISTRICT with final mylar plans for PROJECT,
21 and assign their ownership to DISTRICT.

22 SECTION II

23 **DISTRICT shall:**

24 1. Review and approve plans and specifications prepared
25 by DEVELOPER for PROJECT, prior to the start of construction.

26 2. Record, or cause to be recorded, the Irrevocable
27 Offers of Dedication provided by DEVELOPER pursuant to Section
28 I.7.

1 3. Inspect the construction of PROJECT.

2 4. Upon acceptance of PROJECT as being complete, and
3 upon recordation of the conveyancing documents described in
4 Section I.9., accept ownership and responsibility for the
5 operation and maintenance of PROJECT, excluding all inlets and
6 connector pipes within COUNTY rights of way, and further, accept
7 the added responsibility of debris removal within BOX.

8 5. Provide COUNTY with "as-built" mylar plans for all
9 facilities constructed within COUNTY rights of way, upon DISTRICT
10 acceptance of PROJECT as being complete.

11 SECTION III

12 COUNTY shall:

13 1. Review and approve plans and specifications prepared
14 by DEVELOPER for those portions of PROJECT within COUNTY rights
15 of way, prior to the start of construction.

16 2. Accept the DISTRICT and COUNTY approved performance
17 and payment bonds submitted by DEVELOPER as set forth in Section
18 I.6., and hold said bonds as provided herein.

19 3. If requested by DISTRICT, accept the Irrevocable
20 Offers of Dedication as set forth herein, and any other
21 outstanding offers of dedication necessary for the construction,
22 inspection, operation and maintenance of PROJECT, and convey
23 sufficient rights of way to DISTRICT to allow DISTRICT to
24 construct, operate and maintain PROJECT.

25 4. Upon DISTRICT acceptance of PROJECT as complete,
26 accept ownership and responsibility for the operation and
27 maintenance of PROJECT inlets and connector pipes within COUNTY
28 rights of way.

1 5. Continue its ownership and operation and maintenance
2 responsibilities for all structural aspects of BOX.

3 6. Grant DISTRICT the right to operate and maintain
4 PROJECT within COUNTY rights of way and to perform debris removal
5 work within BOX as provided herein.

6 7. Consent to the recording of any Irrevocable Offers
7 of Dedication furnished by DEVELOPER pursuant to Section I.7.,
8 and any other Irrevocable Offers of Dedication deemed necessary
9 by DISTRICT for the construction, inspection, operation and
10 maintenance of PROJECT.

11 8. Not grant any occupancy permits for any dwelling
12 unit within Tract No. 22716 or any phase thereof, until
13 construction of PROJECT is complete, unless otherwise approved in
14 writing by DISTRICT.

15 SECTION IV

16 It is further mutually agreed:

17 1. All work involved with PROJECT shall be inspected by
18 DISTRICT and shall not be deemed complete until approved and
19 accepted as complete by DISTRICT.

20 2. DEVELOPER and COUNTY personnel may observe and
21 inspect all work being done on PROJECT, but shall provide any
22 comments to DISTRICT personnel who shall be responsible for all
23 quality control communications with the contractor during the
24 construction of PROJECT.

25 3. Construction of PROJECT shall be completed by
26 DEVELOPER within twelve (12) consecutive months after execution
27 of this agreement and within one hundred and twenty (120)
28 consecutive calendar days after commencing work on PROJECT. It

1 is expressly understood that since time is of the essence in this
2 agreement, failure of DEVELOPER to perform the work within the
3 agreed upon time shall constitute authority for DISTRICT to
4 perform the remaining work and require DEVELOPER'S surety to pay
5 to COUNTY the penal sum of any and all bonds. In which case,
6 COUNTY shall subsequently reimburse DISTRICT for DISTRICT costs
7 incurred.

8 4. In the event construction of PROJECT commences prior
9 to the recordation of the final map for Tract No. 22716 or any
10 phase thereof, DEVELOPER shall deliver to DISTRICT duly executed
11 Irrevocable Offers of Dedication to the public for flood control
12 purposes, including ingress and egress, to the rights of way
13 shown in concept in yellow on Exhibit "C" attached hereto and
14 made a part hereof. The Irrevocable Offers of Dedication shall
15 be in a form approved by DISTRICT and shall be executed by all
16 legal and equitable owners of the property described in the
17 offer. In addition, the provisions of Section I.8 shall apply.

18 5. DISTRICT assumes no responsibility for surface
19 drainage above the segments of Long Valley Wash Channel shown in
20 red on Exhibit "A". DEVELOPER shall assume ownership and
21 responsibility for all local inlets and connector pipes
22 constructed along said segments.

23 6. DEVELOPER intends to include this PROJECT within an
24 existing Community Facilities District for the purpose of
25 providing the required funding for maintenance and operation of
26 this facility. Upon providing such alternative funding, DISTRICT
27 shall make the appropriate refund acknowledged in Section IV.7.
28 of this agreement. Should DEVELOPER be unable to provide such

1 alternative funding, DEVELOPER and DISTRICT, knowingly and
2 intentionally, waive the provisions of Government Code Section
3 65913.8, relating to fees and charges. Such waiver is
4 accomplished with the understanding that DISTRICT is voluntarily
5 undertaking the obligation to accept ownership and responsibility
6 for the operation and maintenance of PROJECT and DEVELOPER is not
7 required by DISTRICT to enter into this agreement.

8 7. DISTRICT shall refund to DEVELOPER an appropriate
9 portion of the payment made by DEVELOPER pursuant to Section
10 I.2., as determined by DISTRICT, at such time in the future that
11 an alternative and sufficient source of funding becomes available
12 to cover DISTRICT'S operation and maintenance costs for PROJECT,
13 as determined and approved by DISTRICT.

14 8. DEVELOPER shall, during the construction period,
15 provide Worker's Compensation Insurance in an amount required by
16 law. A certificate of said insurance policy shall be provided to
17 DISTRICT and COUNTY prior to such construction period.

18 9. DEVELOPER shall, commencing on the date notice is
19 given pursuant to Section I.4. and continuing until DISTRICT
20 accepts PROJECT for operation and maintenance:

21 a. Provide and maintain comprehensive liability
22 insurance coverage which shall protect DEVELOPER
23 from claim from damages for personal injury,
24 including accidental and wrongful death, as well
25 as from claims for property damage which may
26 arise from DEVELOPER'S construction of PROJECT
27 or the performance of its obligations hereunder,
28 whether such construction or performance be by

1 DEVELOPER, or by any contractor, subcontractor,
2 or by anyone employed directly or indirectly by
3 any of them. Such insurance shall name DISTRICT
4 and COUNTY as additional insureds with respect
5 to this agreement and the obligations of
6 DEVELOPER hereunder. Such insurance shall
7 provide for limits of not less than two million
8 dollars (\$2,000,000.00) per occurrence.

9 b. Cause its insurance carriers to furnish
10 DISTRICT, prior to the construction period, with
11 certificate(s) of insurance showing that such
12 insurance is in full force and effect and that
13 DISTRICT and COUNTY are named as additional
14 insureds with respect to this agreement and the
15 obligations of DEVELOPER hereunder. Further,
16 said certificate(s) shall provide that the
17 issuing company shall give DISTRICT sixty (60)
18 days written notice in the event of any
19 cancellation, termination, non-renewal or
20 reduction in coverage of the policies evidenced
21 by the certificate(s). In the event of any such
22 cancellation, termination, non-renewal or
23 reduction in coverage, DEVELOPER shall,
24 forthwith, secure replacement insurance meeting
25 the provision of this paragraph.

26 Failure to maintain the insurance required by this
27 paragraph shall be deemed a material breach of this agreement and
28

1 shall authorize and constitute authority for DISTRICT to proceed
2 to perform the remaining work pursuant to Section IV.3.

3 10. In the event that any claim or legal action is
4 brought against DISTRICT or COUNTY in connection with this
5 agreement because of the actual or alleged acts or omissions by
6 DEVELOPER, DEVELOPER shall defend, indemnify and hold DISTRICT
7 and COUNTY harmless therefrom, without cost to DISTRICT or
8 COUNTY. Upon DEVELOPER'S failure to do so, DISTRICT and COUNTY
9 shall be entitled to recover from DEVELOPER all of their cost and
10 expenses including, but not limited to, reasonable attorneys'
11 fees.

12 11. DEVELOPER shall defend, indemnify and hold DISTRICT
13 and COUNTY, their respective officers, agents, employees and
14 independent contractors free and harmless from any claim
15 whatsoever, based or asserted, pursuant to Article I, Section 19
16 of the California Constitution, the Fifth Amendment of the United
17 States Constitution, or any other law or ordinance which seeks to
18 impose any other liability or damage whatsoever, for the design,
19 construction or failure of PROJECT or from the diversion of the
20 waters from the natural drainage patterns, save and except claims
21 and litigation arising solely through the sole negligence or sole
22 willful misconduct of DISTRICT or COUNTY. DEVELOPER shall defend
23 DISTRICT and COUNTY without cost to DISTRICT or COUNTY, and upon
24 DEVELOPER'S failure to do so, DISTRICT and COUNTY shall be
25 entitled to recover from DEVELOPER all of their cost and
26 expenditures, including, but not limited to, reasonable
27 attorneys' fees.

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1 12. DEVELOPER for itself, its successors and assigns
2 hereby releases DISTRICT and COUNTY, their respective officers,
3 agents, and employees from any and all claims, demands, actions,
4 or suits of any kind arising out of any liability, known or
5 unknown, present or future, including, but not limited to, any
6 claim or liability, based or asserted, pursuant to Article I,
7 Section 19 of the California Constitution and the Fifth Amendment
8 of the United States Constitution, or any other law or ordinance
9 which seeks to impose any other liability or damage, whatsoever,
10 for the design, construction or failure of PROJECT, or the
11 discharge of drainage within or from PROJECT. Nothing contained
12 herein shall constitute a release by DEVELOPER of DISTRICT and
13 COUNTY, their officers, agents, and employees from any and all
14 claims, demand, action or suits of any kind arising out of any
15 liability, known or unknown, present or future, for the negligent
16 maintenance of PROJECT or BOX after their acceptance by DISTRICT.

17 13. Any waiver by DISTRICT or COUNTY of any breach of
18 any one or more of the terms of this agreement shall not be
19 construed to be a waiver of any subsequent or other breach of the
20 same or of any other term thereof. Failure on the part of
21 DISTRICT or COUNTY to require exact, full and complete compliance
22 with any terms of this agreement shall not be construed as in any
23 manner changing the terms hereof, or estopping DISTRICT or COUNTY
24 from enforcement hereof.

25 14. If any provision in this agreement (with the
26 exception of Section IV.6.) is held by a court of competent
27 jurisdiction to be invalid, void, or unenforceable, the remaining
28 provisions will nevertheless continue in full force without being

1 impaired or invalidated in any way. Should it be held by a court
2 of competent jurisdiction that any portion of Section IV.6. is
3 invalid, void or unenforceable, and DEVELOPER has failed to
4 provide the alternative source of funding envisioned, the
5 provisions of Government Code Section 65913.8(b) shall apply. It
6 shall, therefore, be determined that this fee is extended until
7 such time as another source of funding is established, or through
8 the year 1998, whichever occurs first.

9 15. This agreement is to be construed in accordance with
10 the laws of the State of California.

11 16. Any and all notices sent or required to be sent to
12 the parties of this agreement will be mailed by first class mail,
13 postage prepaid, to the following addresses:

14 RIVERSIDE COUNTY FLOOD CONTROL COUNTY OF RIVERSIDE
15 AND WATER CONSERVATION DISTRICT Attn: Road Department
Post Office Box 1033 County Administrative Center
16 Riverside, CA 92502-1033 4080 Lemon Street, Eighth Floor
Riverside, CA 92501
17 TAYCO
Attn: Robert Dieudonne
18 620 Newport Center Dr., Ste. 400
Newport Beach, CA 92660
19

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

27 18. This agreement is the result of the negotiations
28 between the parties hereto, and the advice and assistance of

1 their respective counsel. The fact that this agreement was
2 prepared as a matter of convenience by DISTRICT shall have no
3 import or significance. Any uncertainty or ambiguity in this
4 agreement shall not be construed against DISTRICT because
5 DISTRICT prepared this agreement in its final form.

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

8 20. DEVELOPER shall not assign or otherwise transfer any
9 of its rights, duties or obligations hereunder to any person or
10 entity without the prior written consent of the other parties
11 hereto being first obtained. In the event of any such transfer
12 or assignment, DEVELOPER expressly understands and agrees that it
13 shall remain liable with respect to any and all of the
14 obligations and duties contained in this agreement.

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

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1 IN WITNESS WHEREOF, the parties hereto have executed
2 this agreement on MAY 23 1989
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL:

5 Kenneth L. Edwards
6 KENNETH L. EDWARDS
7 Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By Margaret Luzzo
Chairman, Board of Supervisors

8 ATTEST: MAY 23 1989

9 GERALD A. MALONEY
Clerk of the Board

10 By Margaret Luzzo
11 Deputy

(SEAL)

12 RECOMMENDED FOR APPROVAL:

13 Leroy D. Smoot
14 LEROY D. SMOOT
15 Road Commissioner and
County Surveyor

COUNTY OF RIVERSIDE

By Kay Moore
Chairman, Board of Supervisors

16 APPROVED AS TO FORM:

17 GERALD J. GEERLINGS
18 County Counsel

19 By J. Rank
Deputy

ATTEST: MAY 23 1989

GERALD A. MALONEY
Clerk of the Board

By Margaret Luzzo
Deputy

(SEAL)

FLOOD CONTROL AGREEMENT
STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On May 12, 1989, before me, the undersigned, a Notary Public in and for
said State, personally appeared **GREGORY A. DOERR and R. DIEUDONNE**

a general

~~detached from the~~ (or proved to me on the basis of satis-
factory evidence) to be the person that executed the within
instrument as 2 of the _____ partner(s),
on behalf of TAYCO, a Calif. general
partnership, the partnership
therein named and acknowledged to me that the partnership
executed it.

WITNESS my hand and official seal.

Signature Karina Polcyn



(This area for official notarial seal)

ne
6 Manager
press
honey

Existing Box Crossing

Camino Marea Storm Drain

Long Valley Wash Channel (R.C.B.)

COMMERCIAL MAP

RANCHO CALIFORNIA

REELING COUR

ROAD

TRACT NO 21675

TRACT NO 22716-1

TRACT NO 22716-2

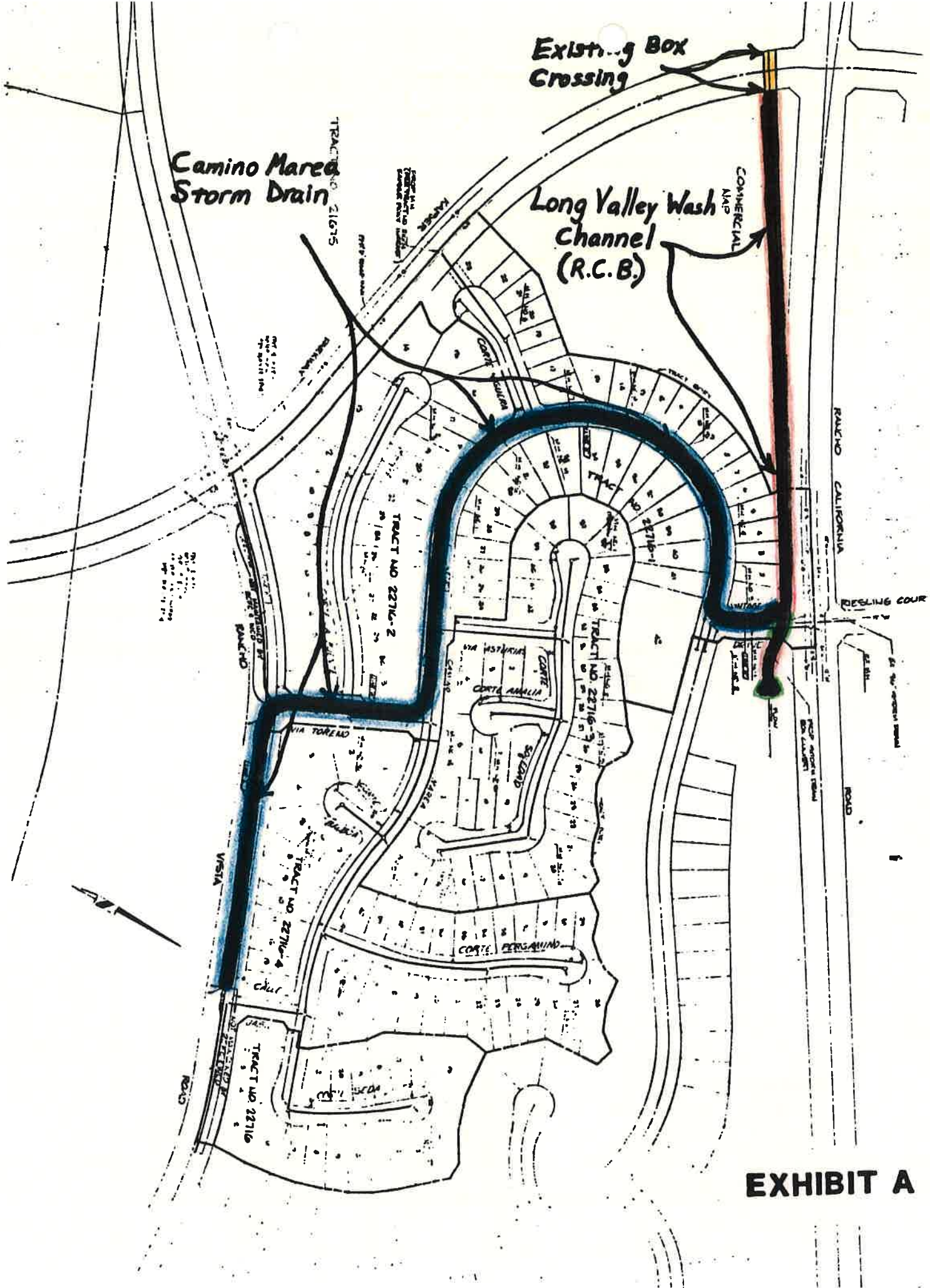
TRACT NO 22716-3

TRACT NO 22716-4

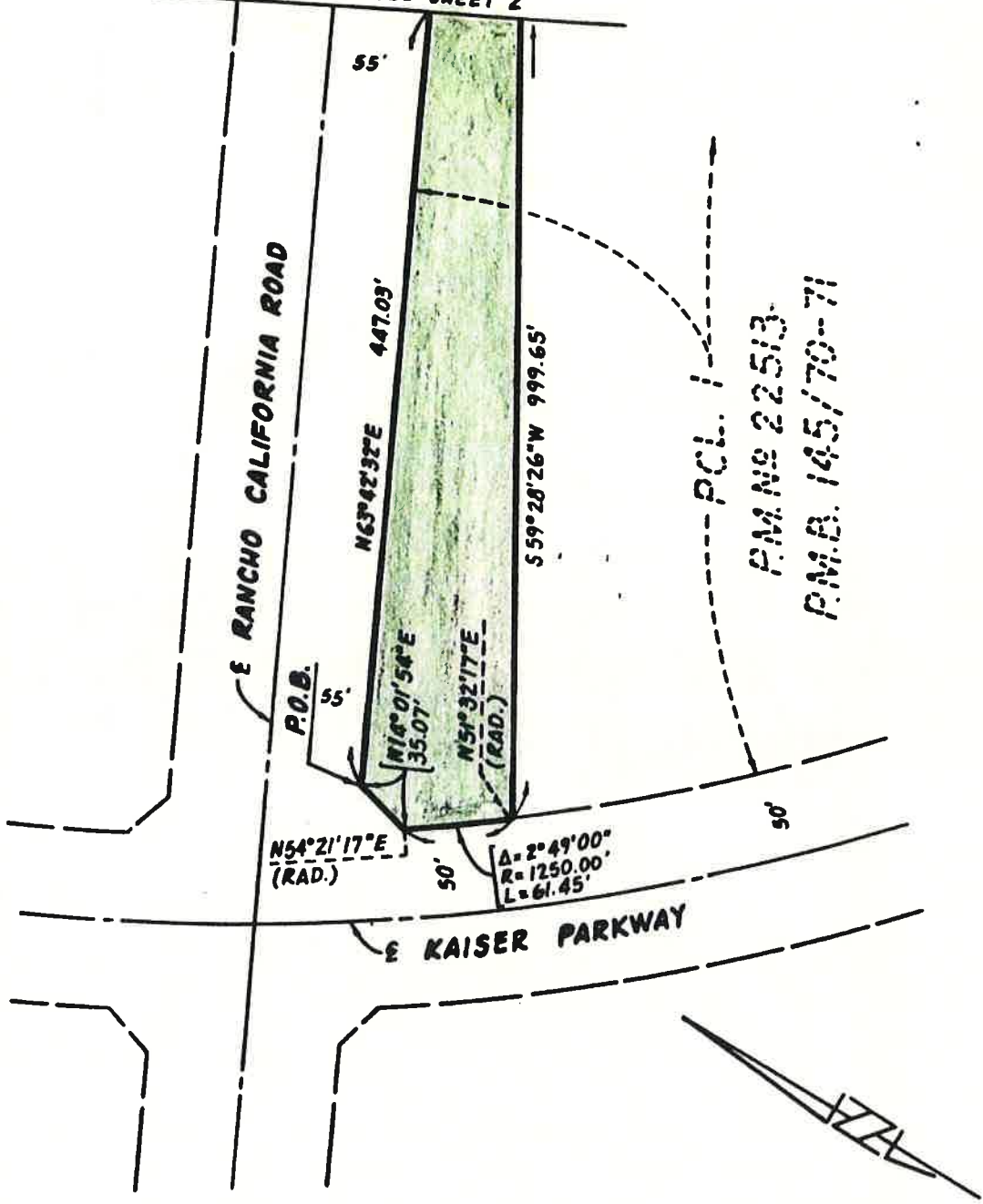
TRACT NO 22716



EXHIBIT A



MATCH LINE - SEE SHEET 2



P.M.N. 22513
P.M.B. 145/70-71

SHEET 1 OF 4 SHEETS

EXHIBIT 'B'

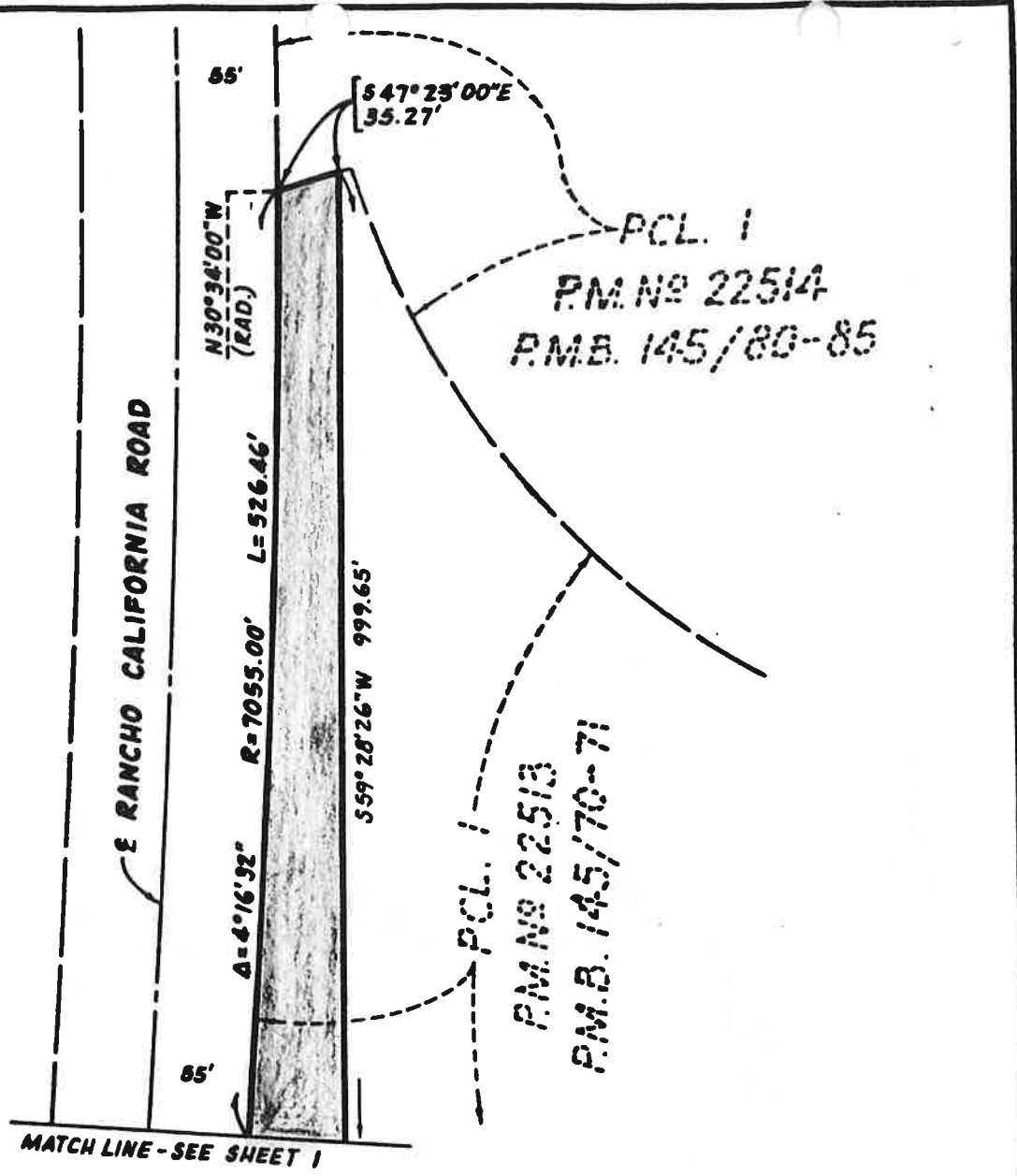
TO ACCOMPANY A LEGAL DESCRIPTION FOR
R.C.F.C.D. EASEMENT
WITHIN PARCEL 1, P.M.N. 22513.



Robert Bein, William Fitch & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
P.O. BOX 19739 • 14728 ALTON PARKWAY, IRVINE, CALIFORNIA 92718
(714) 475-3606

CONTAINING: 1.24 ACRES ±

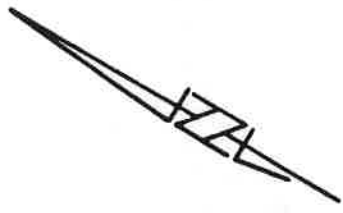
DATE JANUARY 6, 1989	SCALE	FIELD BOOK	JOB NO. 24775
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PCL. 1
 P.M. No 22514
 P.M.B. 145/80-85

PCL. 1
 P.M. No 22513
 P.M.B. 145/70-71

MATCH LINE - SEE SHEET 1



SHEET 2 OF 4 SHEETS

EXHIBIT B

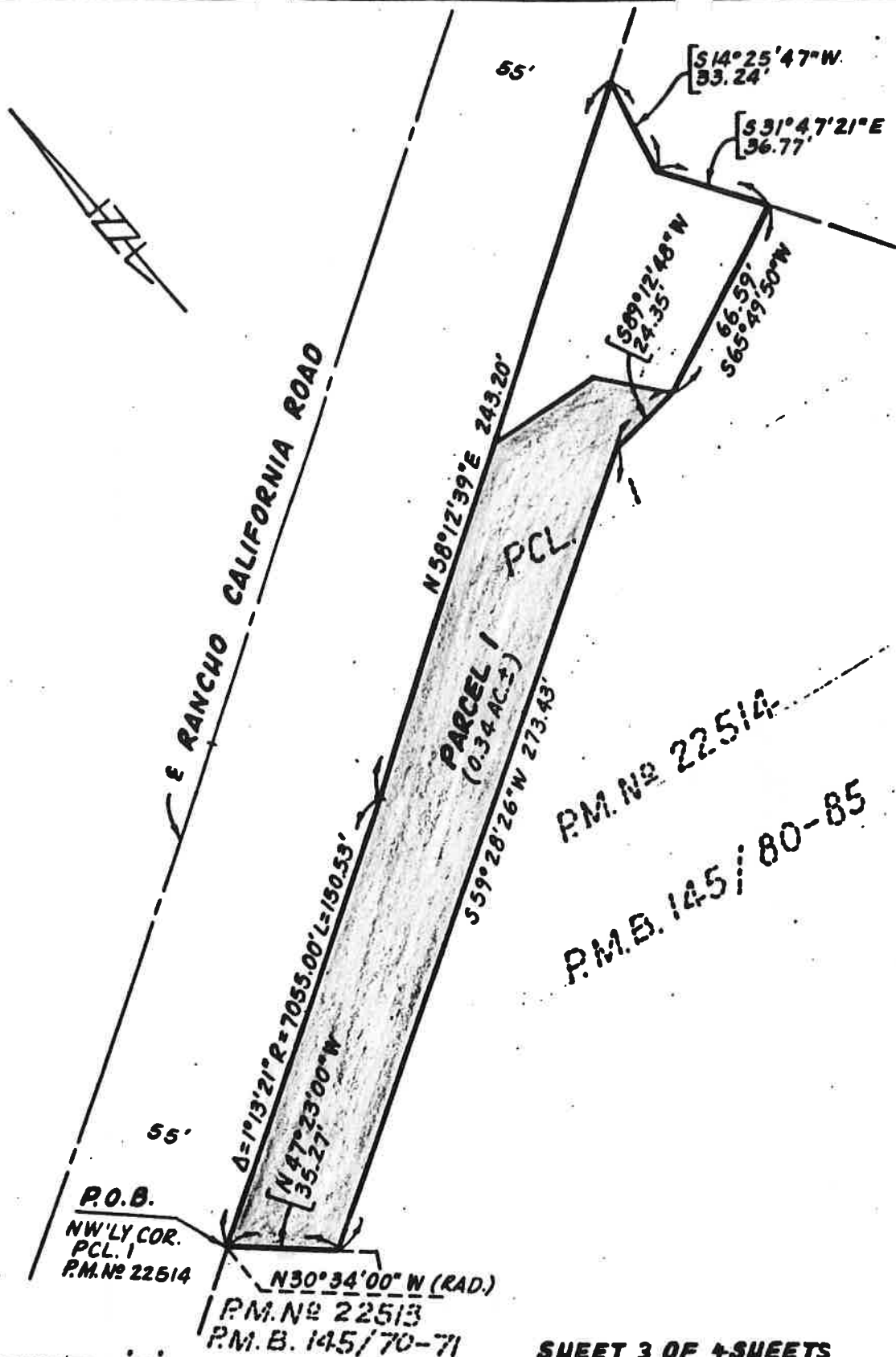
TO ACCOMPANY A LEGAL DESCRIPTION FOR
R.C.F.C.D. EASEMENT
 WITHIN PARCEL 1, P.M. No 22513.



Robert Bein, William Frost & Associates
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
 P.O. BOX 18720 • 14725 ALTON PARKWAY, IRVINE, CALIFORNIA 92718
 (714) 472-2605

CONTAINING: 1.24 ACRES ±

DATE JANUARY 6, 1989	SCALE	FIELD BOOK	JOB NO. 24775
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P.M. No 22514

P.M.B. 145 / 80-85

P.O.B.
NW'LY COR.
PCL. 1
P.M. No 22514

N30°34'00" W (RAD.)
P.M. No 22513
P.M.B. 145 / 70-71

SHEET 3 OF 4 SHEETS

EXHIBIT B

TO ACCOMPANY A LEGAL DESCRIPTION FOR
STORM DRAIN EASEMENT
WITHIN PARCEL 1 OF
P.M. No 22514.



Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
P.O. BOX 10720 • 14720 ALTON PARKWAY, IRVINE, CALIFORNIA 92718
(714) 475-0885

DATE JULY 5, 1988	SCALE	FIELD BOOK	JOB NO. 24776
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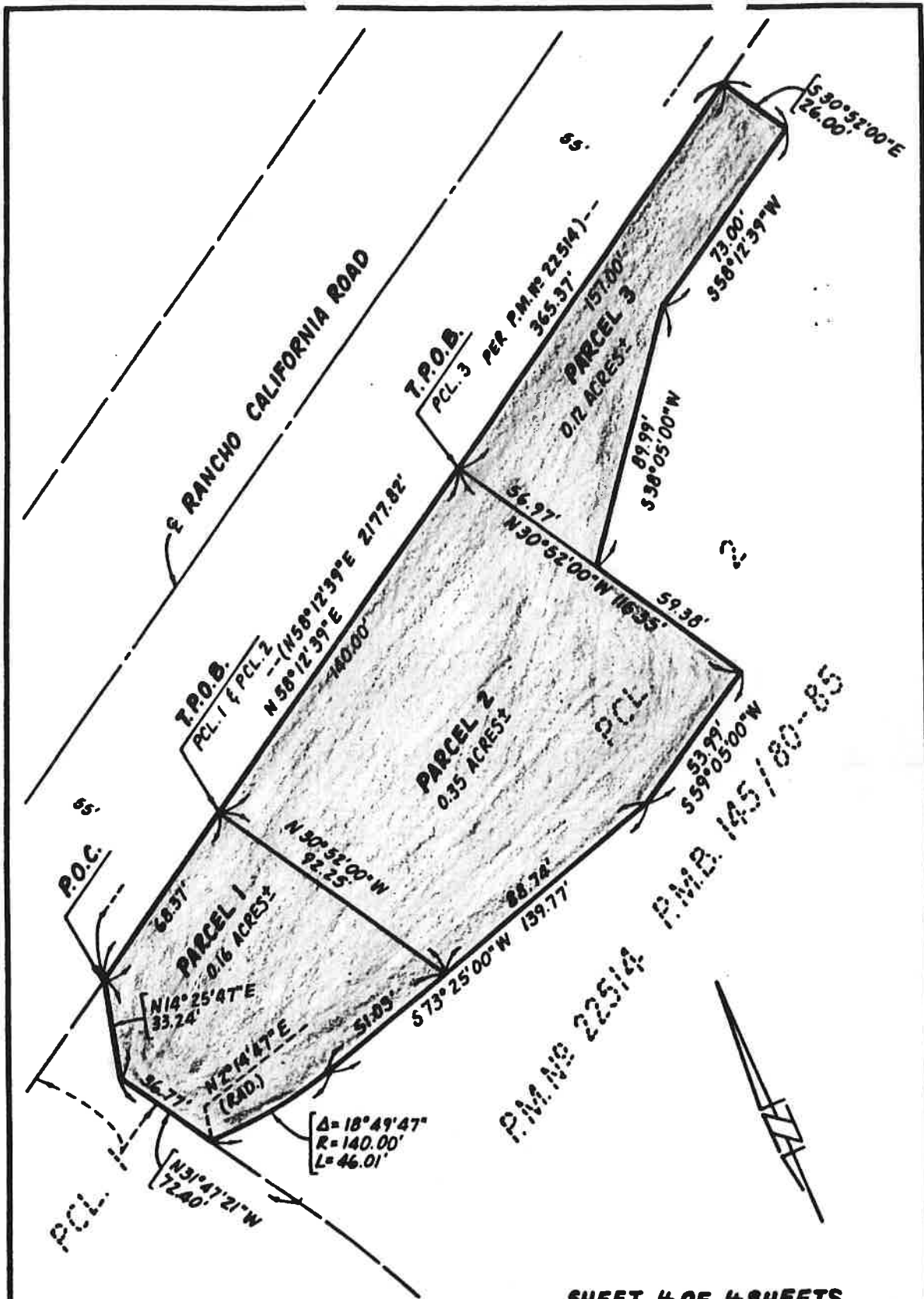


EXHIBIT B
TO ACCOMPANY A LEGAL DESCRIPTION FOR
R.C.F.C.D. EASEMENTS
WITHIN PARCEL 2, P.M. NO. 22514



Robert Bein, William Fiset & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
P.O. BOX 18728 • 14728 ALTON PARKWAY, IRVINE, CALIFORNIA 92718
(714) 478-8808

SHEET 4 OF 4 SHEETS

DATE JANUARY 6, 1989	SCALE	FIELD BOOK	JOB NO. 24775
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RB
 Robert Sang, William Spier & Associates
 REALTORS
 1000 S. GARDEN ST. SUITE 200
 ANAHEIM, CA 92805
 TEL: 714/771-1111
 FAX: 714/771-1112

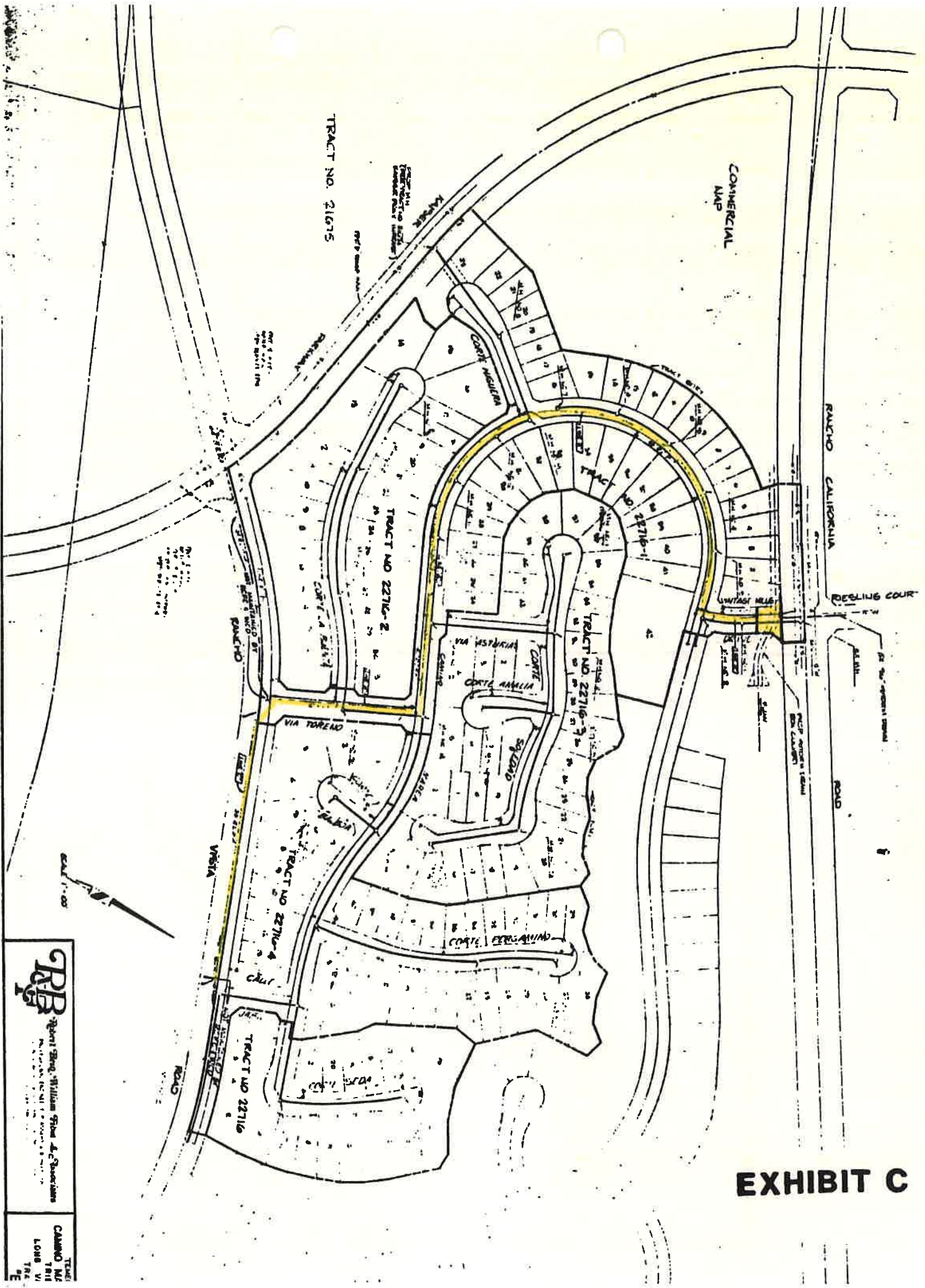


EXHIBIT C