

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made this 31st day of OCTOBER, 2006, by and between the City of Corona, a municipal corporation ("CITY"), and the Orange County Flood Control District ("DISTRICT"), a body corporate and politic in the State of California. CITY and DISTRICT are at times individually referred to as "Party" and collectively as "Parties" herein.

RECITALS

This Agreement is made with respect to the following facts:

A. Pursuant to the Water Resources Development Act of 1985, PL 99-662, enacted on November 17, 1986, the Secretary of the Army through the U.S. Army Corps of Engineers ("CORPS") and non-federal interests authorized the construction of certain flood control improvements on the Santa Ana River and Santiago Creek, California, which includes as a component, improvements to the Prado Dam and Basin; and

B. Improvements to Prado Basin include construction of an earth dike roughly 1,870 feet in length, 150 feet in base width, and 24 feet in height referred to as the Corona National Housing Dike Project within lands predominantly owned in fee title by DISTRICT ("DISTRICT PROPERTY"), which is depicted and described herein as Exhibits A and B, "Location Map" and "Legal Description and Right-of-Way Map," respectively; and

C. Improvements to Prado Basin also include construction of an earth dike roughly 3,810 feet in length, 240 feet in base width, and 53 feet in height referred to as the Corona Sewage Treatment Plant Dike Project within and adjacent to approximately 48.51 acres of land owned in fee title by the United States of America ("FEDERAL GOVERNMENT") represented by its Department of the Army and occupied by the City of Corona Wastewater Treatment Plant No. 1, which is also depicted on Exhibit A; and

D. Said Wastewater Treatment Plant No. 1 is permitted under a United States Department of the Army outgrant, Lease No. DACW09-1-67-51, which is attached hereto as Exhibit C and incorporated by this reference, hereinafter referred to as "FEDERAL PROPERTY"; and

E. DISTRICT is the Local Sponsor of the Corona National Housing Dike Project and the Corona Sewage Treatment Plant Dike Project (collectively "PROJECT") with CORPS being responsible for the preparation of plans, specifications, and estimates and construction administration; and

F. CORPS has raised the height of the dam and made other improvements and modifications to related facilities that allow more water to be captured behind the dam and allow for a higher water elevation behind the dam; and

G. PROJECT is designed to protect the Corona Wastewater Treatment Plant No. 1 and the Corona National Housing Tract from potential inundation and flooding due to the increased volume and increased elevation of the water behind the dam resulting from the dam improvements; and

H. CITY has various utility easements and infrastructure located within the footprint of PROJECT necessitating their protection and/or relocation ("Protection and Relocation Efforts"); and

I. CITY's utilities and respective easements within DISTRICT PROPERTY existed prior to DISTRICT's acquisition of the underlying fee title to said property, necessitating the cost of Protection and Relocation Efforts within DISTRICT PROPERTY to be borne by DISTRICT; and

J. Pursuant to Paragraph 3 of Lease No. DACW09-1-67-51, all rights and privileges granted to CITY for the use of lands under said lease is subordinate to the use thereof by FEDERAL GOVERNMENT in the operation and maintenance of Prado Basin, necessitating the cost of Protection and Relocation Efforts within FEDERAL PROPERTY to be borne by CITY; and

K. CITY may elect to have the CORPS through DISTRICT as the Local Sponsor perform some or all of the design and/or construction for Protection and Relocation Efforts within FEDERAL PROPERTY provided that DISTRICT is reimbursed by CITY as discussed in Section 2; and

L. DISTRICT has agreed to reimburse CITY for actual design and construction costs with the latter set forth in the lowest responsive and responsible bid as determined by CITY for its Protection and Relocation Efforts within DISTRICT PROPERTY as discussed in Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, CITY and DISTRICT agree as follows:

1. Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which CITY and DISTRICT have entered into this Agreement. CITY and DISTRICT each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. CITY's Responsibilities.

- a) CITY agrees to oversee Protection and Relocation Efforts.
- b) CITY agrees to maintain detailed and accurate financial records of Protection and Relocation Efforts within DISTRICT PROPERTY to be used as a basis for reimbursement by DISTRICT as the Local Sponsor.
- c) CITY agrees to provide the necessary right-of-way maps and legal descriptions to DISTRICT needed to support Protection and Relocation Efforts. All proposed new utility easements shall be subject to review, consultation and concurrence by DISTRICT.
- d) CITY will be responsible for Protection and Relocation Efforts, including design, construction, and obtaining all permits as necessary, subject to reimbursement of construction costs as discussed in this Agreement.

e) Upon completion of Protection and Relocation Efforts, CITY shall provide DISTRICT and CORPS with as-built plans for Protection and Relocation Efforts.

f) CITY may elect to have the CORPS through DISTRICT as the Local Sponsor perform some or all of the design and/or construction for Protection and Relocation Efforts within FEDERAL PROPERTY. In such instance, CITY shall reimburse DISTRICT for all of its design and construction costs, including change orders. Construction costs shall be the lowest responsive and responsible bid as determined by the CORPS, not to exceed seven hundred fifty thousand dollars (\$750,000).

g) Change orders for Protection and Relocation Efforts within FEDERAL PROPERTY shall be approved by CITY. All change orders shall be subject to review, consultation and concurrence by DISTRICT.

3. DISTRICT's Responsibilities.

a) DISTRICT shall reimburse the CITY for all of its design and construction costs, including change orders. Construction costs shall be the lowest responsive and responsible bid as determined by CITY for Protection and Relocation Efforts within DISTRICT PROPERTY, not to exceed seven hundred fifty thousand dollars (\$750,000)

b) Change orders for Protection and Relocation Efforts within DISTRICT PROPERTY shall be approved by CITY. All change orders shall be subject to review, consultation and concurrence by DISTRICT.

c) DISTRICT as the Local Sponsor agrees to provide detailed and accurate financial records of Protection and Relocation Efforts within FEDERAL PROPERTY to be used as a basis for reimbursement by CITY.

4. Term. The term of this Agreement shall commence on the date that this Agreement is executed by Parties, and shall terminate when CITY has completed its Protection and Relocation Efforts and all DISTRICT's obligations to reimburse the CITY as provided in this Agreement are fully satisfied. If Parties execute this Agreement on different dates, the later date shall control for purposes of establishing the commencement date of this Agreement.

5. Remedies Upon Default. An event of default shall be deemed to exist upon the occurrence of all three of the following:

a) Either CITY or DISTRICT has, without legal justification, breached any one or more of its obligations under this Agreement; and

b) The non-defaulting party has sent written notice to the defaulting party specifying the default and what actions the non-defaulting party asserts should be taken to immediately remedy the alleged default; and

c) The defaulting party has not, within ten (10) calendar days following receipt of the written notice described above, either corrected the default or taken actions, reasonably satisfactory to the non-defaulting party, to remedy the default within a reasonable period of time, but in no event longer than thirty (30) days after receipt of the written notice described above.

Following an event of default, the non-defaulting party may exercise any and all remedies available to it pursuant to this Agreement, or at law or in equity, including, without limitation, instituting an action for damages, injunctive relief, or specific performance.

6. Non-waiver of Rights or Remedies. The failure of a party to exercise any one or more of its rights or remedies under this Agreement shall not constitute a waiver of that party's right to enforce that right or seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any party to this Agreement shall preclude that party from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this Agreement.

7. Assignability. This document may not be assigned by either party without the express written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

8. No Oral Modifications. This Agreement represents the entire understanding of CITY and DISTRICT and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified, but only by written amendment signed by both CITY and DISTRICT.

9. Binding Upon Successors. This Agreement and each of its terms shall be binding upon CITY, DISTRICT and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

10. Indemnification. DISTRICT shall defend with counsel approved in writing by CITY, indemnify and hold harmless CITY and its elected officials, officers, employees, agents, contractors, consultants and authorized volunteers against any and all damages, losses, fines, penalties, costs and expenses, including actual attorneys' fees and legal expenses, arising out of any and all claims and suits by parties not affiliated with CITY relating to this Agreement and/or challenging any action taken by DISTRICT with regard to Protection and Relocation Efforts as contemplated herein.

CITY shall defend with counsel approved in writing by DISTRICT, indemnify and hold harmless DISTRICT, County of Orange ("COUNTY") and its elected officials, officers, employees, agents, contractors, consultants and authorized volunteers of DISTRICT and/or COUNTY ("DISTRICT/COUNTY INDEMNITEES") against any and all damages, losses, fines, penalties, costs and expenses, including actual attorneys' fees and legal expenses, arising out of any and all claims and suits by parties not affiliated with DISTRICT/COUNTY INDEMNITEES relating to this Agreement and/or challenging any action taken by CITY with regard to Protection and Relocation Efforts as contemplated herein.

Provided, however, that neither PARTY shall have an obligation to defend, indemnify and hold harmless the other Party if the claims and suits brought against that Party are the result of the sole negligence, actions or omissions of that Party.

11. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either CITY or the DISTRICT against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or

proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

12. Jurisdiction and Venue. This Agreement is executed and is to be performed in the City of Corona, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Riverside, California. CITY and DISTRICT each consent to the personal jurisdiction of the court in any such action or proceeding.

13. Time is of the Essence. Except as otherwise expressly stated, time is of the essence in the performance of every act required pursuant to this Agreement.

14. Covenant of Further Assurances. CITY and DISTRICT shall take all other actions and execute all other documents, which are reasonably necessary to effectuate this Agreement.

15. Interpretation. CITY and DISTRICT agree that this Agreement is the product of mutual negotiations and is an arms-length transaction. Each party has negotiated this Agreement with the advice and assistance of legal counsel of its own choosing.

It is further agreed that this document is a product of mutual drafting efforts by both the CITY and DISTRICT and, accordingly, the rule that ambiguities in a document shall be construed against the drafter of the document shall have no application to this Agreement. In construing and interpreting this Agreement, the finder of fact shall give effect to the mutual intention of the CITY and DISTRICT, notwithstanding such ambiguity, and may refer to the facts and circumstances under which this Agreement is made and such other extraneous evidence as may assist the finder of fact in ascertaining the intent of the CITY and DISTRICT.

16. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, CITY and DISTRICT both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

17. Headings. The headings of each Section of this Agreement are for the purpose of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

18. Representations and Authority. Each individual party signing this Agreement on behalf of a party hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

19. Notices. Notices required under this Agreement shall be sent to the following:

If to CITY:	Eric Schoenen, P.E. Department of Water & Power City of Corona 400 S. Vicentia Avenue, Ste. 215 Corona, CA 92882
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Facsimile No. (951) 736-2231

If to DISTRICT: Lance Natsuhara, P.E.
Resources and Development Management Department (RDMD)
County of Orange
P.O. Box 4048
Santa Ana, CA 92702-4048
Facsimile No. (714) 973-3177

Notices given pursuant to this Agreement shall be deemed received as follows:

a) If sent by United States Mail: Five (5) calendar days after deposit into the United States Mail, first class postage prepaid.

b) If by facsimile: Upon transmission and actual receipt by the receiving party.

c) If by express courier service or hand delivery: On the date of receipt by the receiving party.

The addresses for notices set forth in this Section 19 may be changed upon written notice of such change to either CITY or DISTRICT, as appropriate.

20. Days. Unless otherwise specified to the contrary, "days" in this Agreement shall mean calendar, not business, days.

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IN WITNESS WHEREOF, each PARTY hereto has executed this Agreement by its duly authorized representatives as of the date set forth below.

CITY OF CORONA,
a municipal corporation

Date: 9/26/06

By: [Signature]
DWP General Manager

**APPROVED AS TO FORM
CITY ATTORNEY
CORONA, CALIFORNIA**

ATTEST

By: [Signature]
City Clerk Date

By: [Signature] 9/20/06
City Attorney Date

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic in the State
of California

Date: 10-31-06

By: [Signature]
Chairman, Board of Supervisors

**SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD**

ATTEST

By: [Signature]
Darlene J. Bloom
Clerk of the Board of Supervisors of
the Orange County Flood Control District,
Orange County, California



**APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

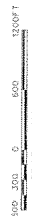
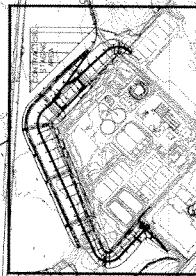
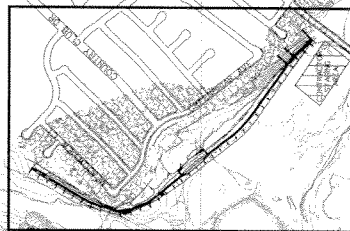
By: [Signature] 8-23-06
Deputy Date

EXHIBIT A

LOCATION MAP

5 VALUE ENGINEERING PAYS 4

▲ HORIZONTAL DATUM IS BASED ON NAD 27 CALIFORNIA ZONE 6.
VERTICAL DATUM IS BASED ON NGVD 29

UNIT OF MEASURE: FEET

SAFETY PAYS

1990-1991

SANTA ANA RIVER MANSTEM, CALIFORNIA
PHASE B, PRADO DAM
CORONA NATIONAL HOUSING TRACT DIKE,
& CORONA SEWAGE TREATMENT PLANT DIKE
VICINITY MAP AND PROJECT LOCATION MAP

[illegible][illegible]

EXHIBIT B

LEGAL DESCRIPTION AND RIGHT-OF-WAY MAP FOR DISTRICT PROPERTY

DOC # 2003-754850

09/26/2003 08:00A Fee:NC

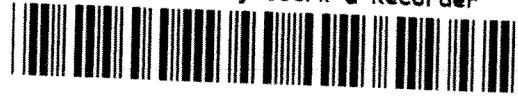
Page 1 of 13

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

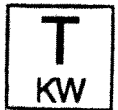
Commonwealth-Trv.

AND WHEN RECORDED MAIL TO:

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

DTT
TMA 004

Grant Deed



Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RECORD AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

Orange County Flood Control District
Public Facilities and Resources Department
Real Estate Services
300 North Flower Street, 6th Floor
Santa Ana, California 92703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

(Same as above)

THIS IS TO CERTIFY THAT THIS DOCUMENT IS PRESENTED FOR
RECORD BY PFRD REAL ESTATE SERVICES UNDER GOVT. CODE
27383 AND IS ALSO EXEMPT FROM PAYMENT OF DOCUMENTARY
TRANSFER TAX.

By: JWP

PFRD REAL ESTATE SERVICES

A.P. NOs.: 119-150-001, -007, -018, -020, -022, -024, -026,
121-160-002, -004, -008, -009,
121-170-003, -005, -006, -007,
121-180-008, -010, -016, and
121-190-001.

DIT @
TNA 001

Incorporated, City of Corona

Project/Parcel No.: E01-15-920

Project: Prado Dam and Basin

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, William W. Saunders, Jr. and Richard B. Riegels, Co-Trustees of the William W. Saunders Revocable Living Trust dated June 13, 1989, as to an undivided Seventy-Five Percent (75%) interest and the Board of Trustees of Leland Stanford Junior University, as to an undivided Twenty-Five (25%) interest,

hereinafter referred to as "GRANTOR",

do hereby GRANT to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT", the fee interest in the real property, described as:

(See Exhibit A for legal description attached hereto and by reference made a part hereof.)

GRANTOR affirmatively represents that it has not conducted any activity on the property which involves any hazardous or toxic materials. GRANTOR has not conducted any site assessment or other investigation and DISTRICT is relying upon its own investigations and study into these matters. Notwithstanding the foregoing, nothing in this Deed is intended nor shall anything in this Deed be construed to transfer to DISTRICT or its successors or assigns or to relieve GRANTOR or its successors or assigns or predecessors in title of any responsibility or liability that GRANTOR or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, DISTRICT may exercise its rights under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTOR or any others who are ultimately determined by a court of competent jurisdiction and/or Federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous toxic substances or materials upon, within, or under the real property interests transferred pursuant to this Deed. Notwithstanding the foregoing, DISTRICT shall be and remain liable for any hazardous or toxic substances or materials which become located, because of DISTRICT's operations, upon, within, or under the real property interests transferred pursuant to this Deed.

KW 5/13/03




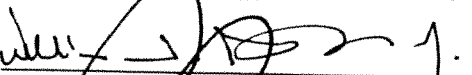
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2 of 13

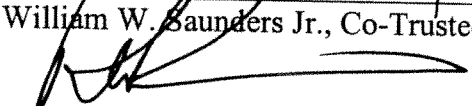
A5-2.1, A5-3.1, A5-9.1

7201094-3

GRANTOR

THE WILLIAM W. SAUNDERS
REVOCABLE LIVING TRUST
Dated June 13, 1989



William W. Saunders Jr., Co-Trustee


Richard B. Riegels, Co-Trustee



ACKNOWLEDGMENT

STATE OF HAWAII)

COUNTY OF HONOLULU) ss:

On June 12, 2003, before me M.J. Trueblood a Notary Public in and for said State, personally appeared William W. Saunders Jr. personally known to me (or 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.

WITNESS my hand and official seal.

Signature

M.J. Trueblood

M.J. TRUEBLOOD

My commission expires 11/21/03

ACKNOWLEDGMENT

STATE OF HAWAII)

COUNTY OF HONOLULU) ss:

On June 12, 2003, before me M.J. Trueblood a Notary Public in and for said State, personally appeared Richard B. Diegel personally known to me (or 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.

WITNESS my hand and official seal.

Signature

M.J. Trueblood

M.J. TRUEBLOOD

My commission expires 11/21/03



Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: M. J. Trueblood

Commission No.: notary public

Date Commission expires: 11-21-03

County: State of Hawaii

By: [Signature]

Date: 9-26-03



2883-754850
00/20/2003 00 00A
5 of 13

GRANTOR

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR
UNIVERSITY

By: *Ellen Smith*

ELLEN SMITH
DIRECTOR, GIFT REAL ESTATE
STANFORD MANAGEMENT COMPANY

Its: _____

By: _____

Its: _____



ACKNOWLEDGMENT

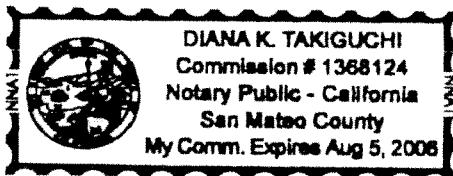
STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN MATEO)

On JUNE 12, 2003, before me DIANA K TAKIGUCHI a Notary Public in and for said State,
personally appeared ELLEN SMITH
personally known to me (~~or 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.

WITNESS my hand and official seal.



Signature Diana K. Takiguchi

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN MATEO)

On _____, 2003, before me _____ a Notary Public in and for said State,
personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____



Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: Diana K. Takiguchi

Commission No.: 1368124

Date Commission expires: 8-5-06

County: San Mateo

By: 

Date: 9-26-03



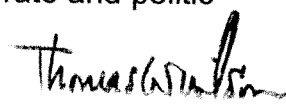
2003-754850
09/26/2003 09:00 AM
8 of 13

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by order of the Board of Supervisors of the County of Orange, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

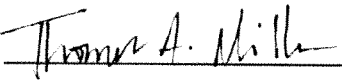
ORANGE COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

Dated 7-29-03

By 
Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

Approved as to form
County Counsel

By  Date 6/24/03

ATTEST:

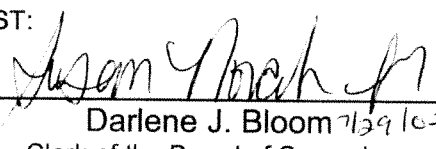

Darlene J. Bloom 7/29/03 H 50 (RA)
Clerk of the Board of Supervisors,
Orange County Flood Control District,
Orange County, California



exhibit A
Prado Basin

LEGAL DESCRIPTION

Parcel No. 15-920

A.P. No.'s:

119-150-001, 007, 018, 020, 022, 024,
026

121-160-002, 004, 008, 009

121-170-003, 005, 006, 007

121-180-008, 010, 016

121-190-001 ALL RIVERSIDE CO.

PARCEL 1:

THAT PORTION OF BLOCKS 85, 86, 87 AND 88 OF THE AUBURNDALE COLONY AND TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE PROPOSED POMONA AND ELSINORE RAILROAD RIGHT OF WAY, 66 FEET WIDE, WITH THE CENTERLINE OF MYRTLE STREET, 60 FEET WIDE, AS SHOWN ON SAID MAP OF THE AUBURNDALE COLONY AND TOWNSITE; THENCE NORTH 15°37'15" EAST, ALONG THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 979.84 FEET TO IT'S INTERSECTION WITH THE CENTERLINE OF LOCUST STREET, 60 FEET WIDE; THENCE NORTH 47°19'51" WEST, ALONG THE CENTERLINE OF LOCUST STREET, 1.60 FEET TO A POINT; THENCE NORTH 11°12'55" EAST, CONTINUING ALONG SAID WESTERLY RAILROAD RIGHT OF WAY, 504.65 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 20 IN BLOCK 86 OF SAID AUBURNDALE COLONY AND TOWNSITE; THENCE NORTH 47°20'07" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 20 IN BLOCK 86, 150.00 FEET TO A POINT; THENCE NORTH 21°25'00" EAST, 370.00 FEET TO A POINT; THENCE NORTH 11°40'00" EAST, 660.00 FEET TO A POINT; THENCE NORTH 54°00'00" EAST, 145.00 FEET TO A POINT; THENCE SOUTH 29°32'47" EAST, 504.21 FEET TO A POINT; THENCE SOUTH 23°22'42" WEST, 476.98 FEET TO A POINT; THENCE SOUTH 47°15'33" EAST, 440.00 FEET TO A POINT; THENCE SOUTH 65°00'00" EAST, 362.00 FEET TO A POINT; THENCE SOUTH 75°00'00" EAST, 435.00 FEET TO A POINT; THENCE SOUTH 61°50'20" EAST, 272.90 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE NORTH NORCO FLOOD CONTROL CHANNEL, 140 FEET WIDE, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 37 PAGES 55 TO 63, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID FLOOD CONTROL CHANNEL RIGHT OF WAY, SOUTH 61°28'00" WEST, 100.00 FEET TO A POINT; THENCE SOUTH 28°32'00" EAST, 140.00 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF LOT 4 IN TRACT NO. 2895, AS SHOWN BY MAP ON FILE IN BOOK 49 PAGES 84 TO 88, INCLUSIVE, OF MAPS, RECORDS OF



RIVERSIDE COUNTY, CALIFORNIA, SAID ANGLE POINT BEING NORTH 42°18'03" EAST, 35.45 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 4; THENCE SOUTH 42°18'03" WEST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT NO. 2895, 191.70 FEET TO A POINT; THENCE LEAVING SAID NORTHWESTERLY LINE OF TRACT NO. 2895, NORTH 69°08'29" WEST, 205.91 FEET TO A POINT; THENCE SOUTH 88°30'00" WEST, 450.00 FEET TO A POINT; THENCE NORTH 56°20'00" WEST, 500.00 FEET TO A POINT; THENCE SOUTH 65°00'00" WEST, 105.00 FEET TO A POINT; THENCE SOUTH 28°00'00" WEST, 374.00 FEET TO A POINT; THENCE SOUTH 30°14'00" WEST, 893.64 FEET TO A POINT IN THE CENTERLINE OF MYRTLE STREET, 60.00 FEET WIDE; THENCE NORTH 47°19'26" WEST, ALONG THE CENTERLINE OF MYRTLE STREET, 106.98 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE 66 FOOT RIGHT OF WAY OF THE PROPOSED POMONA AND ELSINORE RAILROAD, LYING BETWEEN THE CENTERLINES OF MYRTLE STREET AND VINE STREET.

PARCEL 2:

LOTS 13, 14 AND 15 IN BLOCK 85 OF AUBURNDALE COLONY AND TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL 3:

THAT PORTION OF BLOCKS 84 AND 92 OF THE AUBURNDALE COLONY AND TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF RINCON STREET AND PULASKI STREET AS SHOWN ON SAID MAP OF THE AUBURNDALE COLONY AND TOWNSITE; THENCE NORTH 42°18'03" EAST, ALONG THE CENTERLINE OF PULASKI STREET, 60 FEET WIDE, 1,046.23 FEET TO IT'S INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE PROPOSED POMONA AND ELSINORE RAILROAD RIGHT OF WAY, 66.00 FEET WIDE; THENCE NORTH 40°45'14" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 44.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,465.69 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°46'43", A LENGTH OF 1,043.16 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LOT 6 IN BLOCK 84 OF SAID AUBURNDALE COLONY AND TOWNSITE, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 89°58'31" WEST; THENCE NORTH 42°26'48" EAST, ALONG THE NORTHWESTERLY LINE OF SAID, LOT 6, 386.75 FEET TO A POINT; THENCE SOUTH 47°19'26" EAST, 330.04 FEET TO A POINT; THENCE SOUTH 75°58'50" EAST, 125.11 FEET TO A POINT IN THE CENTERLINE OF MYRTLE STREET, 60.00 FEET WIDE; THENCE SOUTH 47°19'26" EAST, ALONG THE CENTERLINE OF MYRTLE STREET, 510.00 FEET TO IT'S INTERSECTION WITH THE CENTERLINE OF PULASKI STREET, 60.00 FEET WIDE; THENCE NORTH 42°18'03" EAST, ALONG THE CENTERLINE OF PULASKI



STREET, 32.63 FEET TO THE MOST WESTERLY CORNER OF LOT 55 OF TRACT NO. 2895, AS SHOWN BY MAP ON FILE IN BOOK 49 PAGES 84 TO 88, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID TRACT NO. 2895, AND TRACT NO. 2894, AS SHOWN BY MAP ON FILE IN BOOK 49 PAGES 89 TO 91, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE FOLLOWING COURSES AND DISTANCES: SOUTH 38°23'59" EAST, 191.50 FEET TO A POINT; THENCE SOUTH 23°29'49" EAST, 484.69 FEET TO A POINT; THENCE SOUTH 42°24' 43" EAST, 266.21 FEET TO THE MOST SOUTHERLY CORNER OF LOT 30 IN SAID TRACT NO. 2894; THENCE NORTH 36°09' 04" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT NO. 2894, 110.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 4 IN BLOCK 92 OF SAID AUBURNDALE COLONY AND TOWNSITE; THENCE SOUTH 38°23'59" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 IN BLOCK 92, AND IT'S SOUTHEASTERLY PROLONGATION TO IT'S INTERSECTION WITH THE CENTERLINE OF JACKSON STREET, 60.00 FEET WIDE; THENCE SOUTH 36°09'04" WEST, ALONG THE CENTERLINE OF JACKSON STREET, 1,454.58 FEET TO IT'S INTERSECTION WITH THE CENTERLINE OF RINCON STREET, 60.00 FEET WIDE; THENCE NORTH 66°36'53" WEST, ALONG THE CENTERLINE OF RINCON STREET, 872.48 FEET TO A POINT; THENCE NORTH 47°49'22" WEST, 934.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE 66 FOOT RIGHT OF WAY OF THE PROPOSED POMONA AND ELSINORE RAILROAD.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 2 AND 6 IN BLOCK 84 OF THE AUBURNDALE COLONY AND TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF PULASKI STREET, WITH THE NORTHEASTERLY LINE OF THE PROPOSED POMONA AND ELSINORE RAILROAD RIGHT OF WAY, 66 FEET WIDE; THENCE NORTH 40°45'14" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 36.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,399.69 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°03' 39", A LENGTH OF 416.78 FEET TO A POINT, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 66°18'25" WEST; THENCE SOUTH 54°55' 39" EAST, 33.75 FEET TO A POINT; THENCE SOUTH 31°10' 42" EAST, 420.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION WITHIN LOTS 6, 7 AND 8 IN SAID BLOCK 92.

PARCEL 4:

THOSE PORTIONS OF LOTS 2 AND 6 IN BLOCK 84 OF THE AUBURNDALE COLONY AND TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:



BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF PULASKI STREET, WITH THE NORTHEASTERLY LINE OF THE PROPOSED POMONA AND ELSINORE RAILROAD RIGHT OF WAY, 66 FEET WIDE; THENCE NORTH 40°45'14" WEST, ALONG SAID RAILROAD RIGHT OF WAY, 36.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,399.69 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°03' 39", A LENGTH OF 416.78 FEET TO A POINT, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 66°18'25" WEST; THENCE SOUTH 54°55' 39" EAST, 33.75 FEET TO A POINT; THENCE SOUTH 31°10'42" EAST, 420.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOCUST STREET, AND LOT 18 IN BLOCK 86 OF THE AUBURNDALE COLONY AND TOWNSITE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LOCUST STREET, WITH THE WESTERLY LINE OF THE PROPOSED POMONA AND ELSINORE RAILROAD RIGHT OF WAY, 66 FEET WIDE; THENCE NORTH 47°19'51" WEST, ALONG THE CENTERLINE OF LOCUST STREET, 38.46 FEET TO IT'S INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 15 IN BLOCK 85 OF SAID AUBURNDALE COLONY AND TOWNSITE; THENCE NORTH 42°40'12" EAST, 62.87 FEET TO IT'S INTERSECTION WITH THE WESTERLY LINE OF SAID PROPOSED POMONA AND ELSINORE RAILROAD RIGHT OF WAY; THENCE SOUTH 11°12'55" WEST, ALONG SAID WESTERLY RAILROAD RIGHT OF WAY, 73.70 FEET TO THE POINT OF BEGINNING.

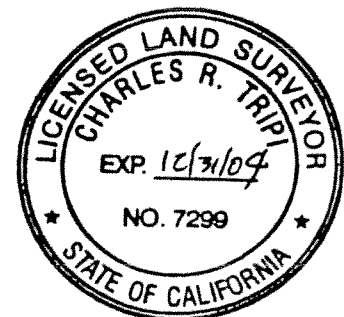
TOTAL ACREAGE 83.94 ACRES +/-

Johnson-Frank & Assoc., Inc.

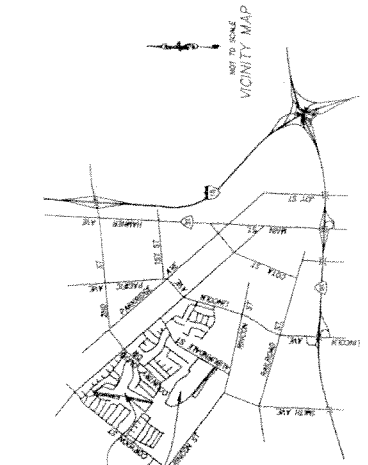
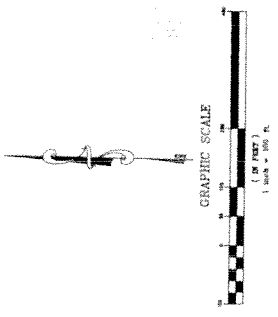


Charles R. Tripi, P.L.S. 7299
Expiration Date: Dec. 31, 2004

Date: 12/12/02



2003-754850
09/26/2003 08:00 AM
13 of 13



BASIS OF BEARINGS:

THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON A FIELD SURVEY OF THE SUBJECT PROPERTY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 100, PAGE 1, THROUGH AND INCLUDING RECORD OF SURVEYS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

NOTES:

SEE SHEETS 2 AND 3 FOR EASEMENT AND EASEMENT LEGS, TABLE AND LEGEND

PREPARED BY:
JOHNSON-FRANK AND ASSOCIATES
2540 EAST MAIN STREET
MANHATTAN, CA 92807

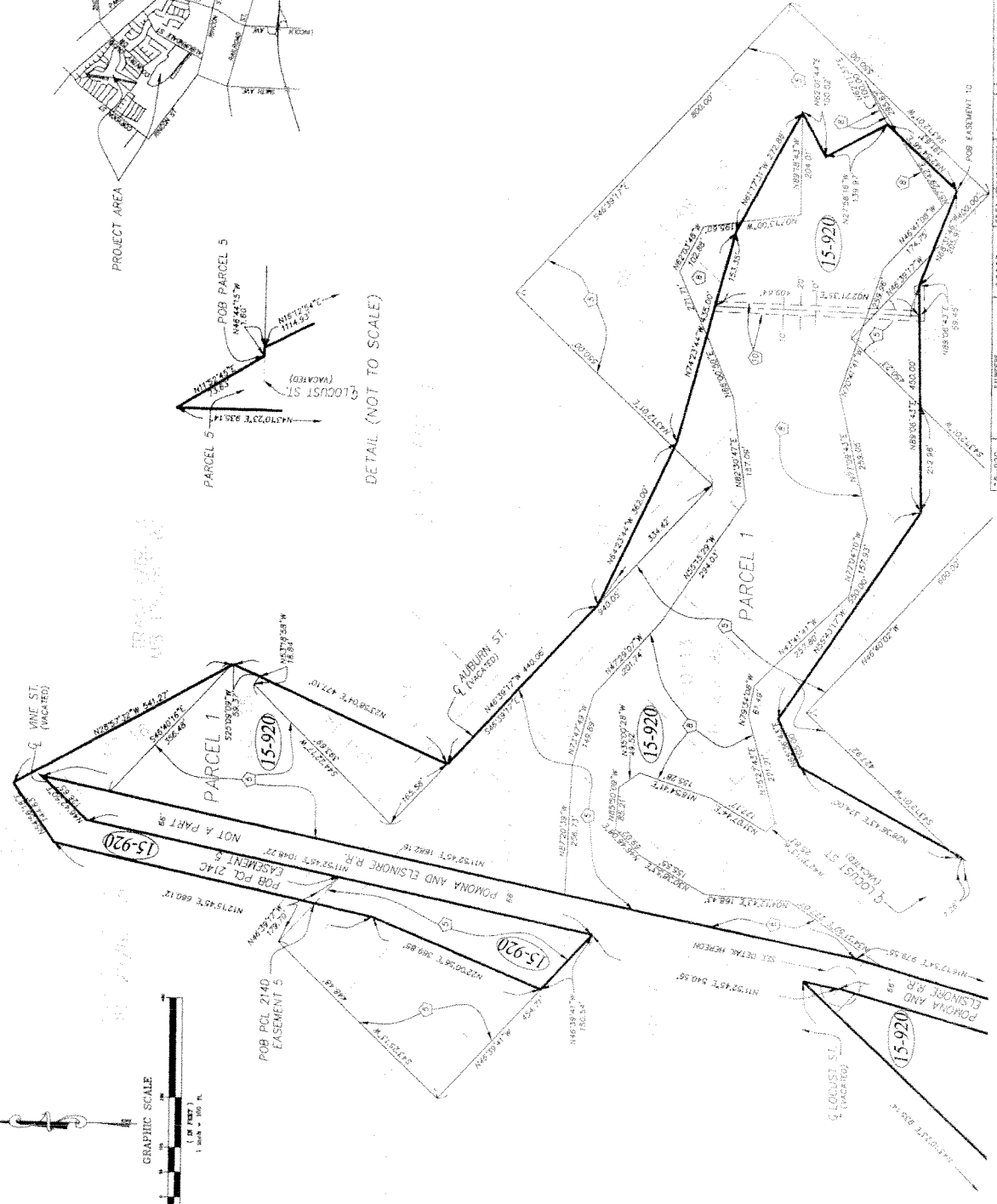


CHARLES A. JOHNSON
REGISTERED PROFESSIONAL SURVEYOR
12/3/74

RIGHT OF WAY MAP
SANTA ANA RIVER PROJECT
PRADO BASIN
SAUNDERS PROPERTY

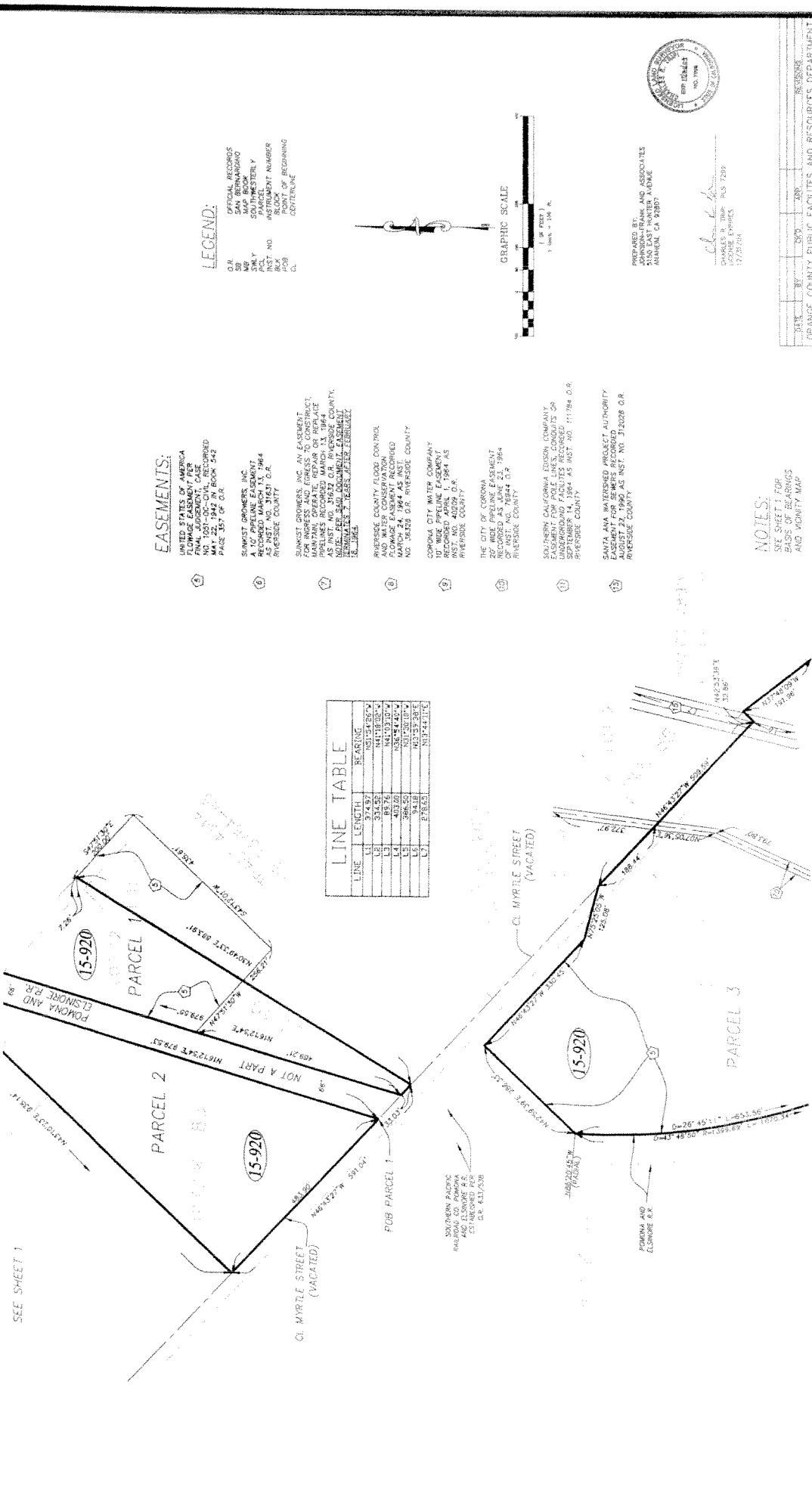
ORANGE COUNTY PUBLIC FACILITIES AND RESOURCES DEPARTMENT
PREPARED BY JOHNSON-FRANK AND ASSOCIATES

DATE	BY	APP'D	SCALE	CHECKED	DATE	DATE	SHEET
12/3/74			1"=100'	DW	1/7/03	1/7/03	1 OF 4 SHEETS



REMARKS	DATE	BY	DATE	BY

SEE SHEET 2



EASEMENTS:

- ④ UNITED STATES OF AMERICA
COUNTY PUBLIC FACILITIES AND RESOURCES DEPARTMENT
FINAL AGREEMENT, CASE
NO. 1051-02-CIVIL, RECORDED
IN BOOK 242
PAGE 154 OF 0.R.
- ⑥ SANKIST GROWERS, INC.
A 10' PIPELINE EASEMENT
AS INST. NO. 31617 0.R.
RIVERSIDE COUNTY
- ⑦ SANKIST GROWERS, INC. AN EASEMENT
FOR INGRESS AND EGRESS TO CONSTRUCT,
MAINTAIN, OPERATE, REPAIR OR REPLACE
PIPELINE SYSTEMS AND APPURTENANCES
AS INST. NO. 31612 0.R. RIVERSIDE COUNTY,
UNITED STATES OF AMERICA, EASEMENT
IN BOOK 242, PAGES 154-157, RECORDED
IN JULY
- ⑧ RIVERSIDE COUNTY FLOOD CONTROL
DISTRICT LANDSCAPE
FLOWAGE EASEMENT RECORDED
MARCH 24, 1984 AS INST.
NO. 36328 0.R. RIVERSIDE COUNTY
- ⑨ CORONA CITY WATER COMPANY
10' WIDE PIPELINE EASEMENT
RECORDED APRIL 1, 1984 AS
INST. NO. 78844 0.R.
RIVERSIDE COUNTY
- ⑩ THE CITY OF CORONA
10' WIDE PIPELINE EASEMENT
RECORDED AS JUNE 23, 1984
AS INST. NO. 78844 0.R.
RIVERSIDE COUNTY
- ⑪ SOUTHERN CALIFORNIA Edison COMPANY
EASEMENT FOR PIPELINE LOCATIONS OR
EASEMENT FOR FACILITIES RECORDED
SEPTEMBER 14, 1984 AS INST. NO. 111784 0.R.
RIVERSIDE COUNTY
- ⑫ SANTA ANA WATERSHED PROJECT AUTHORITY
EASEMENT FOR FACILITIES RECORDED
AUGUST 27, 1982 AS INST. NO. 310228 0.R.
RIVERSIDE COUNTY

NOTES:
SEE SHEET 1 FOR
BASIS OF BEARINGS
AND VIGNET MAP

LEGEND:

- 0.R. OFFICIAL RECORDS
- MB. MAP BOOK
- SMY. SOUTHWESTERN Y
- INST. NO. INSTRUMENT NUMBER
- BLK. BLOCK OF RECORDING
- C. CENTERLINE



GRAPHIC SCALE
1" = 100' 1" = 100' 1" = 100'

PREPARED BY:
JOHNSON-FRANK AND ASSOCIATES
11111 EL CAMINO REAL, SUITE 200
ANN ARBOR, MI 48106

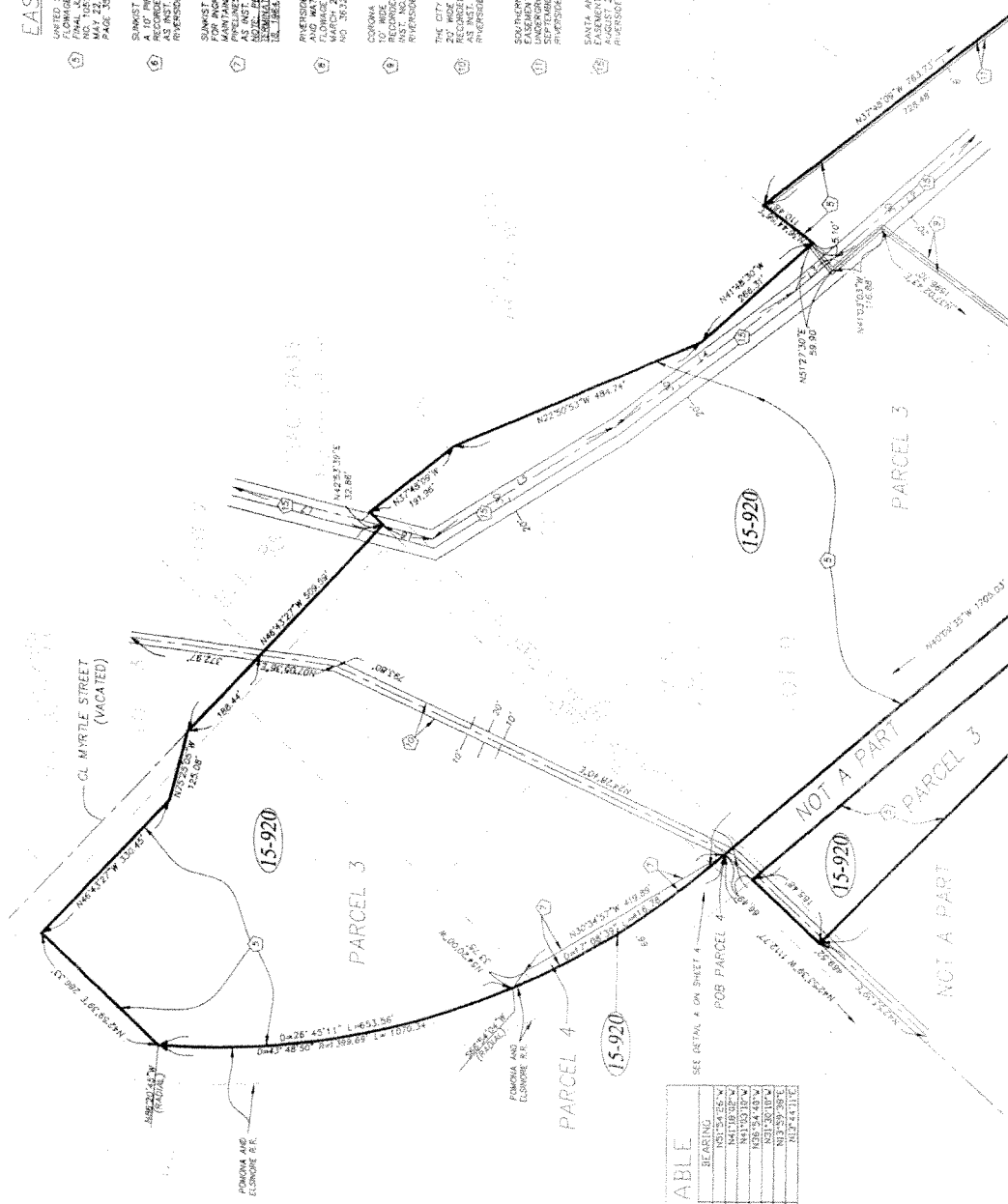


CHARLES H. FRANK, P.E.
REGISTERED PROFESSIONAL ENGINEER
12/25/84

DATE	1/9/03	SCALE	1"=100'	CHECKED	EW	PREPARED	CT	REMARKS
RIGHT OF WAY MAP SANTA ANA RIVER PROJECT PRADO BASIN SAUNDERS PROPERTY PREPARED BY JOHNSON-FRANK AND ASSOCIATES ORANGE COUNTY PUBLIC FACILITIES AND RESOURCES DEPARTMENT								

SEE SHEET 3

SEE SHEET 2



LINE TABLE		
LINE	LENGTH	BEARING
1	374.97	N01°54'56" W
2	234.58	N41°10'02" W
3	452.06	N08°54'43" W
4	386.56	N01°50'10" W
5	94.18	N13°52'38" E
6	278.85	N12°44'11" E

EASEMENTS:

- UNITED STATES OF AMERICA
EASEMENT FOR
FINAL JUDGMENT CASE
NO. 101-100-DIVL. RECORDED
PAGE 527 OF 542
PAGE 527 OF 542
- SUNSHINE GROWERS, INC.
A 10' PIPELINE EASEMENT
AS INST. NO. 31631 O.R.
RIVERSIDE COUNTY
- SUNSHINE GROWERS, INC. AN EASEMENT
FOR INGRESS AND EGRESS TO CONSTRUCT
MANTANA OPERATE, REPAIR OR REPLACE
A 10' PIPELINE EASEMENT
AS INST. NO. 31632 O.R. RIVERSIDE COUNTY
RECORDED PAGE 527 OF 542
PAGE 527 OF 542
- RIVERSIDE COUNTY FLOOD CONTROL
DISTRICT
EASEMENT FOR INGRESS AND EGRESS
MARCH 24, 1984 AS INST.
NO. 36328 O.R. RIVERSIDE COUNTY
- CORONA CITY WATER COMPANY
10' NDL PIPELINE EASEMENT
RECORDED PAGE 1184 AS
INST. NO. 31633 O.R.
RIVERSIDE COUNTY
- THE CITY OF CORONA
EASEMENT FOR INGRESS AND EGRESS
RECORDED AS JUNE 23, 1984
AS INST. NO. 38944
RIVERSIDE COUNTY
- SOUTHERN CALIFORNIA Edison COMPANY
EASEMENT FOR INGRESS AND EGRESS
RECORDED AS SEPTEMBER 14, 1984 AS INST. NO. 117784 O.R.
RIVERSIDE COUNTY
- SANTA ANA WATERWORKS PROJECT AUTHORITY
EASEMENT FOR SEWERS RECORDED
AUGUST 22, 1980 AS INST. NO. 310228 O.R.
RIVERSIDE COUNTY

LEGEND:

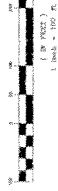
- O.R. OFFICIAL RECORDS
- SB. SAN BERNARDINO
- MB. SAN MATEO
- SP. SAN PABLO
- PC. SAN PETER
- INST. NO. INSTRUMENT NUMBER
- AS. AS INST. NO.
- POB. POINT OF BEGINNING
 CL. CENTERLINE |

NOTES:

SEE SHEET 1 FOR
SECTION 18 MAPS
AND MONITY MAP



GRAPHIC SCALE



PREPARED BY:
JOHNSON-FRANK AND ASSOCIATES
10000 JEFFERSON AVENUE
JANUARY, CA 92007



DATE: J.S. 1788
BY: J.S. 1788
CHECKED: J.S. 1788
DATE: 12/31/84

DATE	BY	CHK	APP.	REVISIONS

ORANGE COUNTY FACILITIES AND RESOURCES DEPARTMENT
PREPARED BY JOHNSON-FRANK AND ASSOCIATES

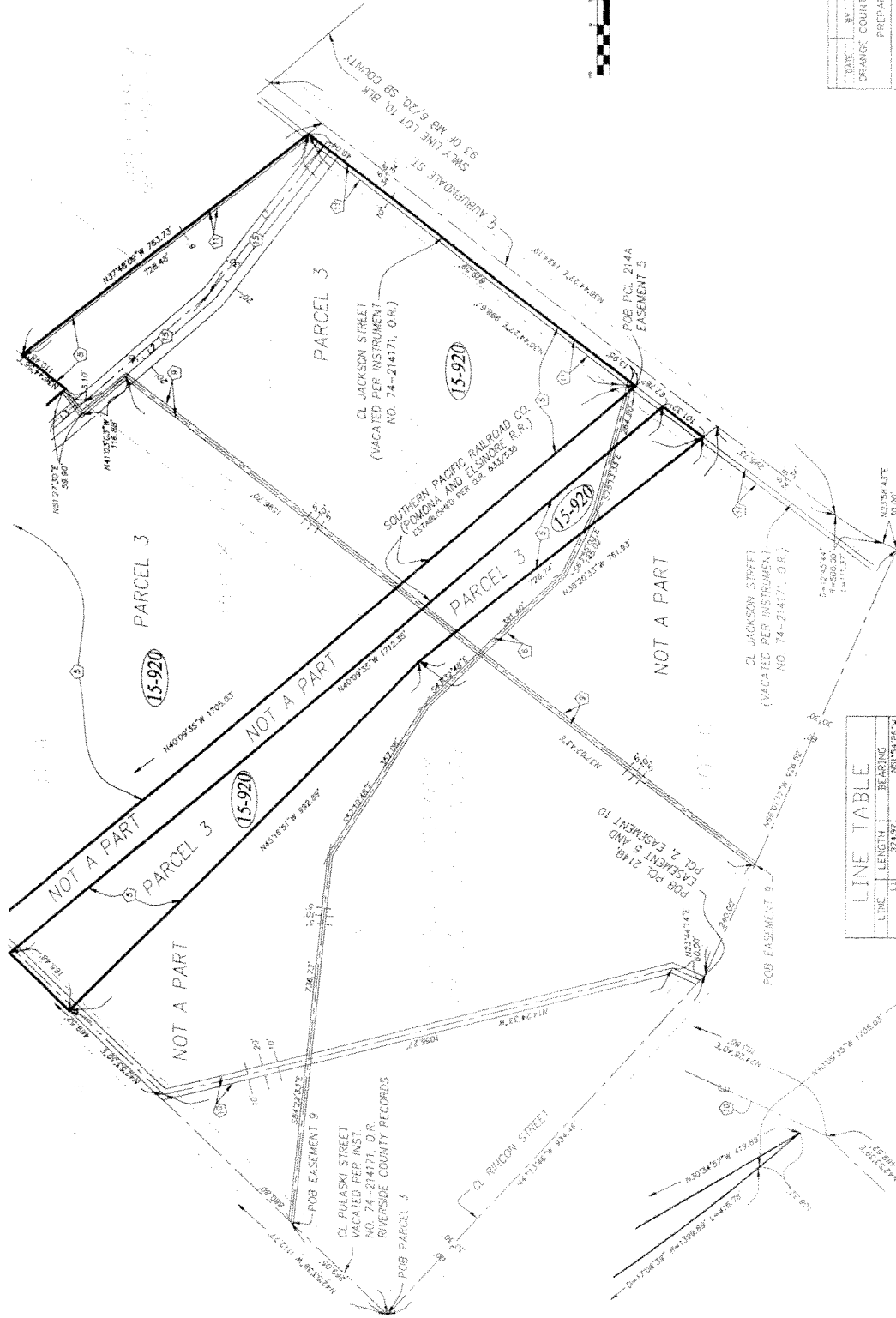
SANTA ANA RIVER PROJECT
PRADO BASIN
SAUNDERS PROPERTY

RIGHT OF WAY MAP

PREPARED	CHECKED	SCALE	DATE	RIVERSIDE COUNTY
CT	OW	1"=100'	1/07/03	SHEET 3 OF 4 SHEETS

SEE SHEET 4

SEE SHEET 3

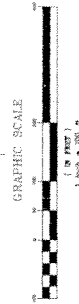
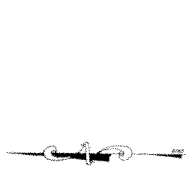


LINE TABLE

LINE	LENGTH	BEARING
1	274.92	N41°02'11"W
2	314.52	N41°02'11"W
3	89.76	N41°02'11"W
4	403.00	N25°54'43"W
5	250.00	N25°54'43"W
6	24.10	N25°54'43"W
7	278.65	N33°44'11"E

DETAIL "A" (NOT TO SCALE)
(SEE SHEET 3)

NOTES:
SEE SHEET 1 FOR
BASIS OF BEARINGS
AND DISTANCES
AND SHEET 2 AND 3
FOR EASEMENT DESCRIPTIONS
AND LEGEND.



PREPARED BY:
SAUNDERS PROPERTY
3150 EAST HUNTER AVENUE
ANAHIM, CA 92807

CHARLES R. FRANK, PLS. 1995
LICENSED SURVEYOR
CALIFORNIA



DATE	BY	CHK	DATE	SCALE	CHECKED	DW	PREPARED	CT	REMARKS
1/07/03			1/07/03	1"=100'					

RIGHT OF WAY MAP
SANTA ANA RIVER PROJECT
PRADO BASIN
SAUNDERS PROPERTY

ORANGE COUNTY PUBLIC FACILITIES AND RESOURCES DEPARTMENT
PREPARED BY JOHNSON-FRANK AND ASSOCIATES

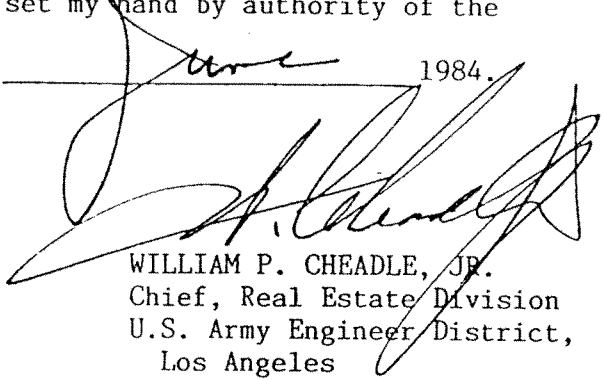
PARCEL	GRANTOR	GRANTEE	OFFICIAL	DATE	REMARKS
15-920	SAUNDERS	CL JACKSON STREET	9-48-03		

EXHIBIT C

OUTGRANT (LEASE NO. DACW09-1-67-51) FOR FEDERAL PROPERTY

City of Corona
Lease No. DACW09-1-67-51

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army this 28th day of June 1984.


WILLIAM P. CHEADLE, JR.
Chief, Real Estate Division
U.S. Army Engineer District,
Los Angeles

THIS SUPPLEMENTAL AGREEMENT, together with all conditions thereof, is
accepted this 21st day of June 1984.

CITY OF CORONA

By: 

Title: MAYOR

ATTEST:

Diane J. Lingenfelter
(Name)

Cory Clerk
(Title)

Lease No. DACW09-1-67-51
Department of the Army
Prado Flood Control Basin
Riverside County, CA
City of Corona

SUPPLEMENTAL AGREEMENT NO. 1
(PROVIDES FOR INCREASE IN COMPENSATION)

This SUPPLEMENTAL AGREEMENT entered into by and between the SECRETARY OF THE ARMY, representing the United States of America, hereinafter referred to as the Government, and the CITY OF CORONA, a municipal corporation, hereinafter referred to as the Lessee, WITNESSETH:

WHEREAS, on 5 May 1967, a lease was entered into between the Government and the Lessee for a term of fifty (50) years, beginning 1 May 1967 and ending 30 April 2017, covering the use of Unit A-99, consisting of 48.51 acres of land, more or less, for the construction, operation, and maintenance of a water reclamation plant; and

WHEREAS, by letter dated 11 January 1979, the Government notified the Lessee that under Condition No. 1 of said lease that the Government had requested a reappraisal be made on said land to determine the current fair rental value; and


WHEREAS, by Government appraisal dated 12 March 1979, the fair market rental value on Unit A-99 was established to be \$27,160.00 per annum, payable in advance.

NOW, THEREFORE, in consideration of the premises, effective 1 May 1979, the parties hereto do mutually agree as follows:

1. That the amount of Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00) per annum be changed to read Twenty-Seven Thousand One Hundred Sixty and No/100 Dollars (\$27,160.00) per annum, payable in advance.
2. That in all other respects the terms and conditions remain unchanged.

Lease No. DACW09-1-67-51
City of Corona

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army this 11th day of MAY 1979.


DOUGLAS E. GLASS
Chief, Real Estate Division
U.S. Army Engineer District, Los Angeles

THIS LEASE is also executed by the lessee this 25th day of April
1979.

CITY OF CORONA

By 

Title MAYOR

ATTEST:


(Name)

815 West 6th St., Corona, CA 91720
(Address)

DEPARTMENT OF THE ARMY

LEASE

FLOOD CONTROL PROPERTY

PRADO FLOOD CONTROL BASIN, RIVERSIDE COUNTY, CALIFORNIA

No. DACW09-1-67-51

THIS LEASE, made between the Secretary of the Army, of the first part, and the CITY OF CORONA, a municipal corporation of the State of California, of the second part, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in Section 4 of the Act of Congress approved 22 December 1944, as amended (76 Stat. 1195; 16 U.S.C. 460d), and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of fifty (50) years, beginning 1 May 1967 and ending 30 April 2017, but revocable by the Secretary of the Army, as hereinafter provided, the following described property for the construction, operation and maintenance of a water reclamation plant:

Unit A-99 - A parcel of land containing 48.51 acres, more or less, situate in the County of Riverside, State of California, being those portions of Lots 6 and 7 of the Prudencio Yorba Estate, as shown on map recorded in Book 2, page 21 of maps in the office of the Recorder of the County of Riverside, State of California, more particularly described in legal description, File No. 93-K-135, dated 13 March 1967, marked Exhibit A, and as shown at the location designated on Drawing No. 93-K-135.1, marked Exhibit B, both exhibits attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. That the lessee shall pay to the United States rental in the amount of Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00) per annum, payable in advance, during the first five (5) years of the term of this lease, and said rental shall continue in effect during the remaining term of this lease, unless it is determined by either party hereto that a reappraisal is necessary to establish the then current fair rental value to be charged for the leased premises, in which event, upon notice in writing from either party to the other, the leased premises shall, within sixty (60) days after receipt of said notice, be reappraised by the Government to establish the fair rental value, which rental shall be effective for the following five (5) year period, and shall continue thereafter during the remaining term of the lease, unless further such notices are given requesting the then current rental values to

GAF
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be charged for the leased premises. In event any adjustment in rental is reflected from said appraisals, such rental adjustment shall be evidenced by a supplemental agreement, in writing, executed on behalf of the Government and the lessee. Failure or refusal of the lessee to enter into any such supplemental agreement within sixty (60) days after presentation by the Government to the lessee for execution of such an agreement designed to adjust the rental in accordance with the Government's appraisal shall, in the discretion of the Secretary of the Army, be deemed to constitute a breach of condition within the meaning of Condition No. 17 of this lease. The lessee shall also pay to the United States on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the condition required by Condition No. 19 hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to the District Engineer, U. S. Army Engineer District, Los Angeles, Corps of Engineers, P. O. Box 2711, Los Angeles, California 90053.

2. That the use and occupation of the property leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over said property, hereinafter referred to as "said officer," and to such rules and regulations regarding ingress, egress, safety, sanitation, and security as may be prescribed by him from time to time.

3. That the primary purpose of the Prado Flood Control Basin is the control of floods and the conservation of water, and nothing herein expressed or implied shall be construed so as to conflict with that purpose. All rights and privileges herein granted to the lessee in and to said premises shall be subordinate to the use thereof by the Department of the Army in the operation and maintenance of the Prado Flood Control Basin.

4. That no human habitation will be permitted on the premises. That this will not be construed to prohibit the lessee from providing properly designed and approved guard stations for night watchmen or other patrolmen.

5. That, subject to the limitations of Condition No. 19 hereof with respect to the restoration of the leased property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.

6. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege,

or license whatsoever in connection with this lease without permission in writing from the said officer.

7. That the right is hereby reserved to the United States, its officers, agents, and employees, to enter upon the said premises at any time and for any purpose necessary or convenient in connection with flood control and water conservation work, to remove timber therefrom, and to flood the leased premises whenever necessary, and the lessee shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

8. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities; and the lessee shall hold the United States harmless from any and all such claims.

9. That it is to be understood that this lease is effective only insofar as the rights of the United States in the property involved are concerned, and that the lessee shall obtain such permission as may be necessary on account of any other existing rights.

10. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer, or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

11. That the lessee shall conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased without the prior approval of the said officer.

12. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, County, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

13. That the lessee shall have the right to construct and maintain upon the premises such buildings, improvements, and facilities as may be necessary for the purpose of this lease, and may plant seeds, shrubs, and trees for landscaping, provided that all such structures shall be constructed and the landscaping accomplished in accordance with such designs and at such locations as have been approved in advance in writing by the said officer.

14. That the lessee shall not discharge waste or effluent from the leased property in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

15. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) That this Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. That this lease may be terminated by the lessee at any time by giving to the Secretary of the Army, through the said officer, at least sixty (60) days' notice in writing provided that, in case of such termination, no refund by the United States of any rental theretofore paid shall be made, and provided further, that in the event the said notice is not given at least sixty (60) days prior to the rental due date, the lessee shall be required to pay the rental for the period or term shown in Condition No. 1 hereof.

17. That this lease may be terminated by the Secretary of the Army upon reasonable notice to the lessee when, in his discretion, he deems such termination to be in the interest of public health and safety; or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the lessee fully and promptly to comply with any and all of the conditions of this lease or for nonuse for a 2-year period or for abandonment of rights granted herein.

18. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. That nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

19. That, on or before the date of expiration of this lease, or its termination by the lessee, the lessee shall at the lessee's cost vacate the leased property, remove the property of the lessee therefrom, and restore the premises to a condition satisfactory to the said officer. That if, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Army may designate. That, in either event, if the lessee shall fail or neglect to remove the property of the lessee and so restore the leased property, then, at the option of the Secretary of the Army, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased property so to be restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

20. That, except as otherwise specifically provided, any reference herein to "District Engineer," or "said officer" shall include his duly appointed successors and his authorized representatives.

21. That all notices to be given pursuant to this lease shall be addressed, if to the lessee, to the City of Corona, 815 West Sixth Street, Corona, California, if to the Government, to the District Engineer, U. S. Army Engineer District, Los Angeles, Corps of Engineers, P. O. Box 2711, Los Angeles, California 90053 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

22. That the lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. That for breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF I have hereunto set my hand by ^{direction} ~~authority~~ of the Assistant Secretary of the Army this 5th day of May 1967.

Sherry B. Myers
Sherry B. Myers
Chief, Real Property
Division, OASA (I&L)

THIS LEASE is also executed by the lessee this 3rd day of

April 1967.

CITY OF CORONA

By:

Rena Parker

Title:

Mayor

ATTEST:

Glenwood M. Wilson
City Clerk

DATE: 13 March 1967
UNIT: "A-99"
ACRES: 48.51
PROJECT: Prado Flood Control Basin
LOCATION: Riverside County, California
FILE: 93-K-135

OUTGRANT TO CITY OF CORONA FOR WATER RECLAMATION PLANT

A parcel of land situate in the County of Riverside, State of California, being those portions of Lots 6 and 7 of the Prudencio Yorba Estate as shown on map recorded in Book 2, page 21 of Maps in the office of the Recorder of said County, described as follows:

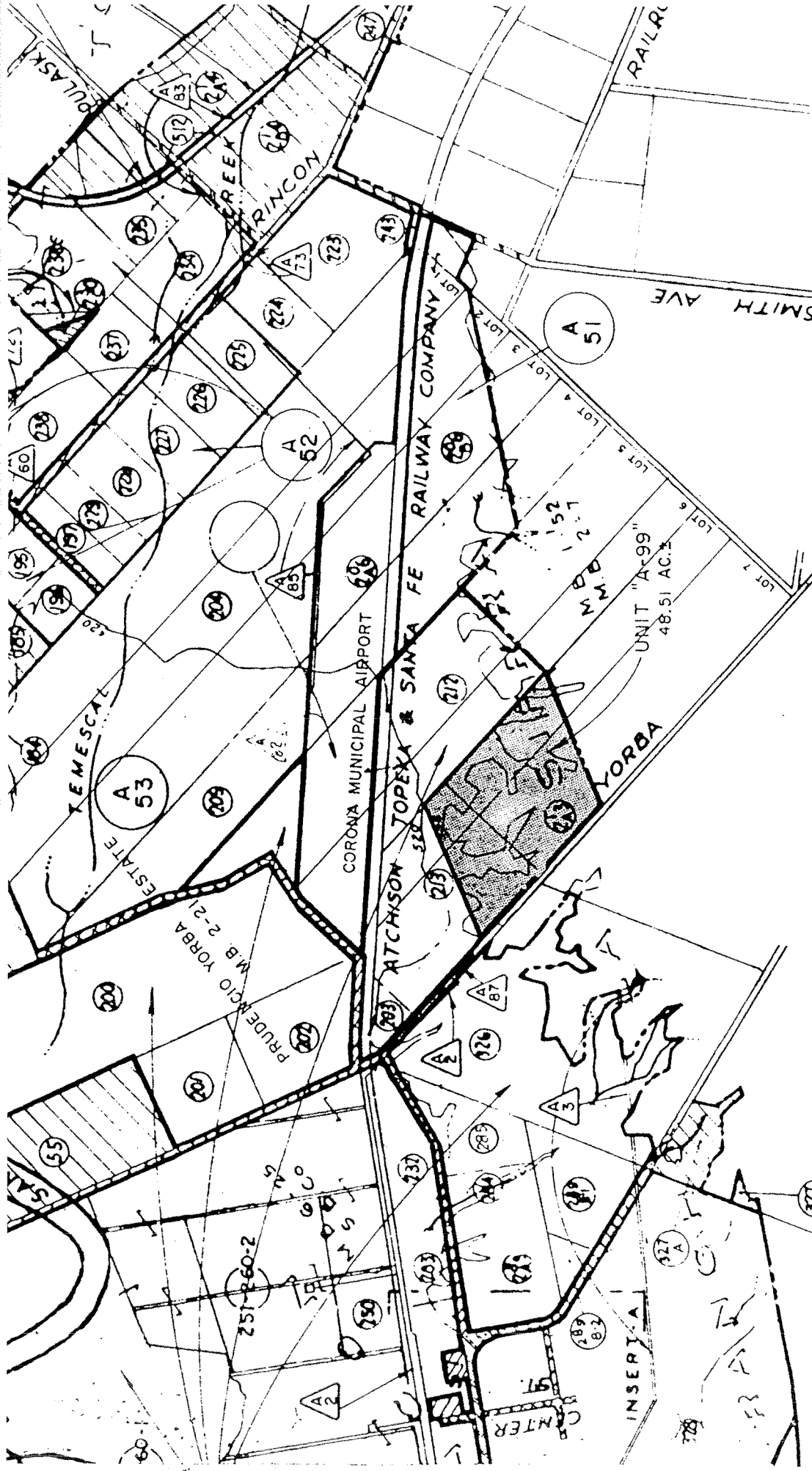
Commencing at a point in the northeasterly line of Lot 5 of said Estate, which point bears South 78° 17' 42" West 2258.94 feet from the most southerly corner of Lot 1 of said Estate; thence along said northeasterly line North 47° 08' 59" West 799.00 feet; thence South 42° 51' 01" East 1124.51 feet to the TRUE POINT OF BEGINNING; thence South 66° 22' 12" West 1355.61 feet to the northeasterly line of Yorba Street, 66 feet wide; thence along said northeasterly line North 47° 08' 15" West 1700.00 feet; thence leaving said northeasterly line North 66° 22' 12" East 1355.61 feet; thence South 47° 09' 15" East 1700.00 feet to the true point of beginning.

Containing 48.51 acres, more or less.

(Revised: 13 Mar 67)

Written by: D.H.P.

FILE: 93-K-135



LEGEND

OUTGRANT TO CITY OF CORONA FOR
WATER RECLAMATION PLANT

DEPARTMENT OF THE ARMY
OFFICE OF THE LOS ANGELES DISTRICT ENGINEER
SOUTH PACIFIC DIVISION
PR4DD 11600 CONTROL BULK
OUTGRANT TO THE CITY OF CORONA
UNIT "A-99"

DATE: 14 March 1957 JWS. No. 93-M-91

THE BASE OF THIS MAP IS A PORTION OF A
REPRODUCTION OF DWG NO. 93-M-91

SCALE: 1" = 1320'

THE BASE OF THIS MAP IS A PORTION OF A
REPRODUCTION OF DWG NO. 93-M-91