



Agenda Report

File #: 18-2177

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 10/17/2018

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration to authorize the Mayor to execute Improvement Agreements for 1150, 1160, and 1170 West Rincon Street - Corona Industrial Park, LLC, a Delaware Limited Liability Company.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute Improvement Agreements between the City and Corona Industrial Park, LLC, a Delaware Limited Liability Company for 1150, 1160, and 1170 West Rincon Street.

ANALYSIS:

Corona Industrial Park, LLC, proposes to construct three (3) industrial buildings totaling 727,316 square feet at 1150, 1160, and 1170 West Rincon Street. The project is located on the south side of West Rincon Street, east of Alcoa Circle and west of North Lincoln Avenue in the M-2 (General Manufacturing) Zone, as shown on Exhibit "A" (former site of the Golden Cheese Company of California).

The developer is required to construct off-site street, drainage, potable water, and sewer improvements, as shown on Exhibit "B" for the development which will be served by the City of Corona Department of Water and Power. The project will require new sidewalk, curb, gutter, and landscape along the frontage of the project on Rincon Street, within the City of Corona limits. The project will include modifications to the traffic signal on the north-west corner of Lincoln Avenue and the widening of the curb return pocket on Rincon Street to allow for safer truck-turning onto Rincon Street. The developer will enter into Improvement Agreements with the City and post sufficient securities to guarantee construction of these required improvements.

Securities have been posted as detailed below:

Description	Project No.	Faithful Performance		Labor and Materials	
		Security No.	Amount	Security No.	Amount
Offsite Public Improvements	PWIM2018-0009	SUR0047081	\$839,700	SUR0047080	\$ 419,900
Onsite Public Improvements	PWIM2018-0008	SUR0047081	\$ 466,100	SUR0047080	\$ 233,000

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

All applicable fees have been paid by the developer.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves agreements that provide security to guarantee completion of improvements that are required in connection with a ministerial permit, and there is no possibility that approving these agreements will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: ZACHARY MURRAY, E.I.T., UTILITY ENGINEER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

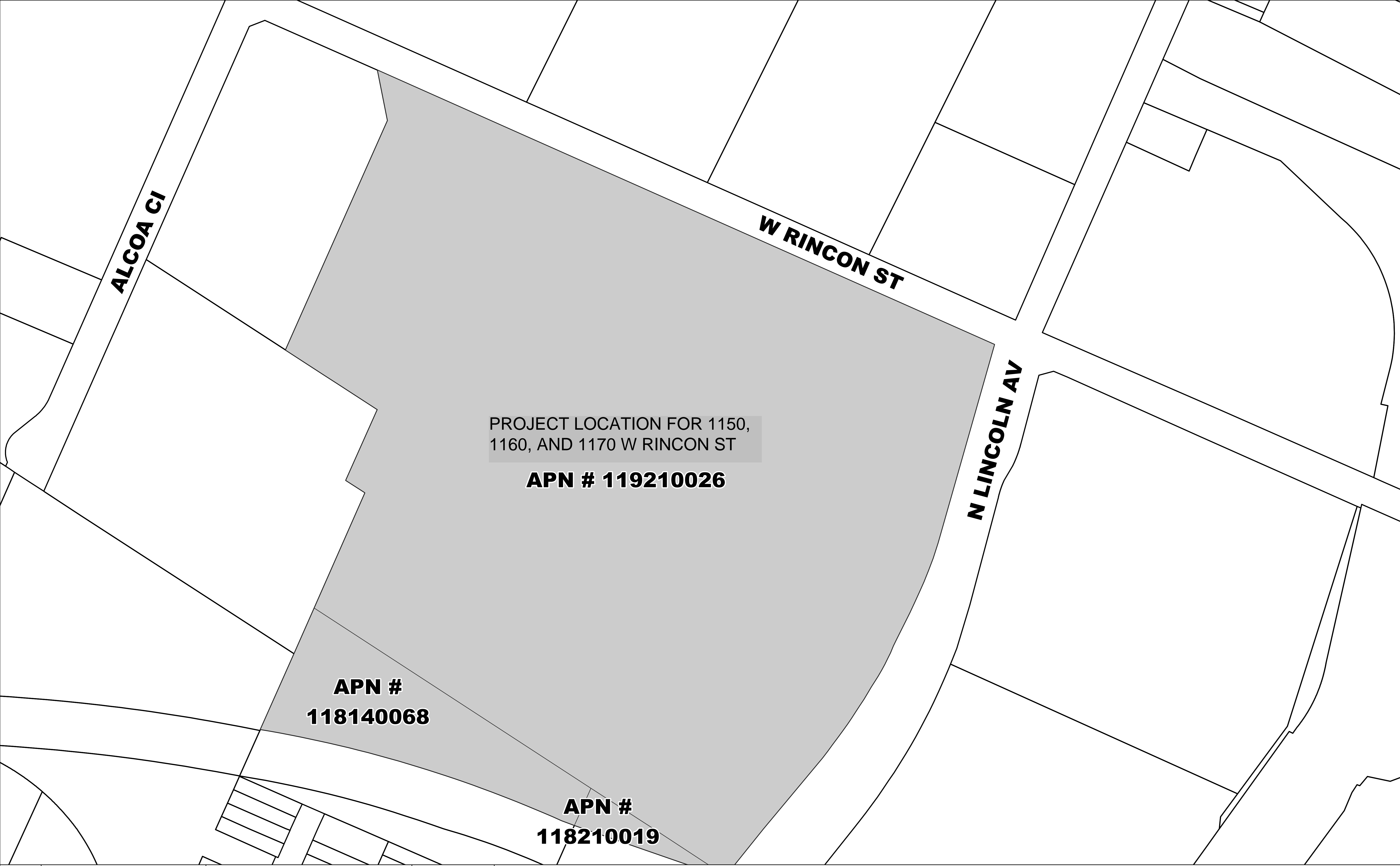
SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

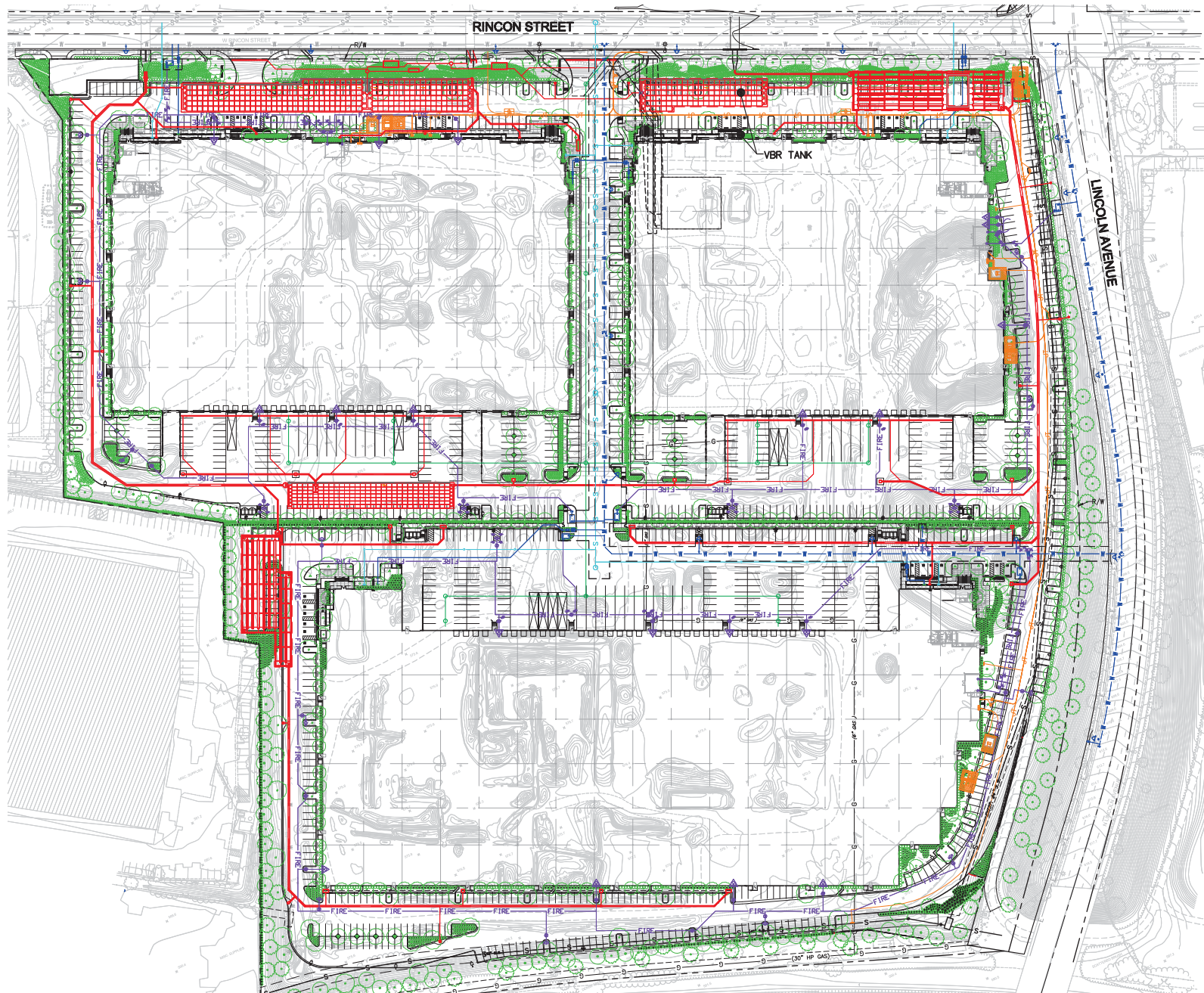
Exhibits: "A" - Location Map

"B" - Improvements Plan

Owner: Corona Industrial Park, LLC
130 Vantis, Suite # 200
Aliso Viejo, CA 92656

Engineer: Michael Baker International
5 Hutton Centre Drive, Suite #500
Santa Ana, CA, 92707





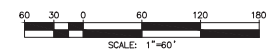
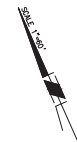
LEGEND

- CENTERLINE
- RIGHT OF WAY
- EASEMENT
- PUBLIC WATER
- BRINE LINE
- STORM DRAIN
- SANITARY SEWER
- FIRE SERVICE
- DRY UTILITY
- EXISTING GAS
- EXISTING SANITARY SEWER
- TREES/SHRUBS

DEVELOPER SHALL IMPROVE THE ASPHALT ON LINCOLN AVENUE AND RINCON STREET ALONG THE PROPERTY FRONTAGE. THE IMPROVEMENTS SHALL INCLUDE HALF THE STREET WIDTH + 10-FEET.

EXHIBIT "B" - SITE PLAN

1150, 1160, AND 1170 W.
RINCON ST.



**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR
1150 WEST RINCON STREET, 1160 WEST RINCON STREET,
AND 1170 WEST RINCON STREET - DWG# 18-005S – (PWIM2018-0009)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **17th day of October, 2018** by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Corona Industrial Park, LLC, a Delaware limited liability company** with its principal offices located at, **130 Vantis, Suite 200, Aliso Viejo, CA 92656**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **1150 West Rincon Street, 1160 West Rincon Street, and 1170 West Rincon Street** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Eight Hundred Thirty-Nine Thousand Seven Hundred Dollars and No Cents (\$839,700.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall

terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Corona Industrial Park, LLC
130 Vantis, Suite 200
Aliso Viejo, CA 92656
Attn: Sr. Vice President of Asset Management

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

**Corona Industrial Park, LLC,
a Delaware limited liability company**

By: Corona Industrial Park Developer, LLC,
a California limited liability company

By: Shea Properties Management Company Inc.,
a Delaware corporation, its Manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: Northwestern Mutual Life Insurance Company,
a Wisconsin corporation

By: Northwestern Mutual Investment Management Company,
LLC, a Delaware limited liability company
Its wholly-owned affiliate

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

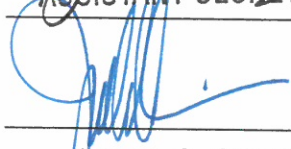
See Attached.

CORONA INDUSTRIAL PARK, LLC,
a Delaware limited liability company

By: Corona Industrial Park Developer, LLC,
a California limited liability company,
Its member

By: Shea Properties Management Company,
Inc., a Delaware corporation, Its manager

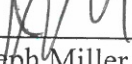
By: 
Name: STEVE SCHAFENAUKE
Title: ASSISTANT SECRETARY


By: 
Name: Jeffrey C. Cunningham
Title: Assistant Secretary

By: The Northwestern Mutual Life Insurance Company,
a Wisconsin corporation,
Its member



By: Northwestern Mutual Investment
Management Company, LLC,
a Delaware limited liability company,
Its wholly-owned affiliate

By: 
Name: Joseph Miller
Title: Managing Director

Attest: 
Name: Daniel M. Flesch
Title: Assistant Secretary



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On this October 1, 2018 before me, Luisa G. Aceves, a Notary

Here Insert Name and Title of the Officer

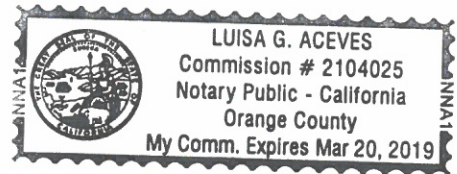
Public, personally appeared Steve Schafenacker and Jeff Cunningham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and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

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

WITNESS my hand and official seal.

Signature: Luisa G. Aceves

Signature of Notary Public



Notary Public [Seal]

CALIFORNIA ACKNOWLEDGMENT

ALL-PURPOSE

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

STATE OF WISCONSIN)

)ss.

COUNTY OF MILWAUKEE)

On September 26, 2018, before me, Christine Lees, a Notary Public, personally appeared Joseph Miller and Daniel M. Flesch, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

CHRISTINE LEES
NOTARY PUBLIC
STATE OF WISCONSIN

(Place Notary Seal Above)

Signature Christine Lees

Christine Lees

Name (typed or printed)

My Commission expires: July 11, 2022

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS
ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

Exhibit A to Grant Deed

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

PARCEL ONE:

NEW PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT LLA# 99-30 RECORDED NOVEMBER 15, 1999 AS INSTRUMENT NO. 501992 AND RE-RECORDED DECEMBER 21, 1999 AS INSTRUMENT NO. 550444 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF PARCEL 2 OF PARCEL MAP 16719, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 84 PAGE(S) 59 AND 60 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND A PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF PACIFIC CLAY MFG. COMPANY'S ADDITION TO SOUTH RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 19 PAGE(S) 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALL OF LOTS 13 AND 14, OF PACIFIC CLAY MFG. COMPANY'S ADDITION TO SOUTH RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE(S) 56 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP 16719, IN THE CITY CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 84 PAGE(S) 59 AND 60 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 23° 38' 20" EAST ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 254.85 FEET; THENCE NORTH 57° 08' 36" WEST A DISTANCE OF 48.63 FEET; THENCE NORTH 23° 38' 20" EAST A DISTANCE OF 156.84 FEET; THENCE NORTH 57° 08' 36" WEST A DISTANCE OF 218.66 FEET; THENCE NORTH 23° 38' 20" EAST A DISTANCE OF 510.44 FEET; THENCE NORTH 11° 29' 43" WEST A DISTANCE OF 100.99 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF RINCON STREET, AS SHOWN ON SAID PARCEL MAP 16719; THENCE SOUTH 66° 09' 54" EAST ALONG SAID RIGHT-OF-WAY RINCON STREET A DISTANCE OF 1,353.38 FEET TO A POINT IN THE WESTERLY LINE OF LINCOLN AVENUE PER INSTRUMENT NO. 213097, RECORDED JULY 24, 1987, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 17° 16' 32" WEST ALONG THE WESTERLY RIGHT-OF-WAY OF LINCOLN AVENUE, 88' WIDE, A DISTANCE OF 313.63 FEET TO THE BEGINNING OF A 1,800.00 FOOT TANGENT CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 41' 55", AN ARC DISTANCE OF 681.68 FEET; THENCE SOUTH 38° 58' 27" WEST A DISTANCE OF 218.44 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE NORTH 57° 08' 45" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 967.90 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, GAS OR OIL OF WHATSOEVER CHARACTER THAT MAY BE FOUND IN, UNDER OR UPON SAID LAND, AS CONVEYED TO P. J. WHITTEN, BY DEED RECORDED AUGUST 9, 1921 IN BOOK 551 PAGE 17 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM AN UNDIVIDED 25% INTEREST IN ALL MINERALS, GAS, OR OIL OF WHATSOEVER CHARACTER THAT MAY BE FOUND IN, UNDER OR UPON THE HEREIN DESCRIBED PROPERTY, AS RESERVED TO WILLIAM L. ROBINSON, AN UNMARRIED MAN, BY DEED DATED DECEMBER 7, 1959 AND RECORDED JANUARY 12, 1960 AS INSTRUMENT NO. 2355 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL TWO:

PARCEL 1, AS SHOWN BY PARCEL MAP 16115, ON FILE IN BOOK 129 PAGE 71, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL MINERALS, INCLUDING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MATERIALS, WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY CO. BY DOCUMENT RECORDED NOVEMBER 14, 1986 AS INSTRUMENT NO. 289631 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 119-210-026-0 (Affects PARCEL ONE), 118-140-068-5 (Affects A PORTION OF PARCEL TWO) and 118-210-019-7 (Affects A PORTION OF PARCEL TWO)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$839,700.00
Labor and Material	\$419,900.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: PWIM2018-0008 & PWIM2018-0009
Location: 1150 W. Rincon St, 1160 W. Rincon St, & 1170 W. Rincon St, Corona
Drawing No: 18-005U & 18-005S

DATE: 09-20-2018

Description of Improvements <i>*Fill in as appropriate</i>	<u>Construction Cost</u>	<u>Performance Bond</u>	<u>Labor & Material Bond</u>
		Note 2 (Round to nearest \$100)	Note 3 (Round to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	\$645,900	\$839,700	\$419,900
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements	\$358,500	\$466,100	\$233,000
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated **total** construction cost.
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 **A current title report shall be submitted for bonding purposes.**

PREPARED BY:

Cesar Mota
Engineer's Name & Signature
Michael Baker International
Company
(949)-855-7051/ cesar.mota@mbakerintl.com
Tel No/Email

WET STAMP & DATE



9/20/18

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR
1150 WEST RINCON STREET, 1160 WEST RINCON STREET,
AND 1170 WEST RINCON STREET - DWG# 18-005U – (PWIM2018-0008)
On-Site Public Utility Improvements**

This Agreement is made and entered into as of this **17th day of October, 2018** by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Corona Industrial Park, LLC, a Delaware limited liability company** with its principal offices located at, **130 Vantis, Suite 200, Aliso Viejo, CA 92656**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **1150 West Rincon Street, 1160 West Rincon Street, and 1170 West Rincon Street** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Four Hundred Sixty-Six Thousand One Hundred Dollars and No Cents (\$466,100.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall

terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Corona Industrial Park, LLC
130 Vantis, Suite 200
Aliso Viejo, CA 92656
Attn: Sr. Vice President of Asset Management

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

**Corona Industrial Park, LLC,
a Delaware limited liability company**

By: Corona Industrial Park Developer, LLC,
a California limited liability company

By: Shea Properties Management Company Inc.,
a Delaware corporation, its Manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: Northwestern Mutual Life Insurance Company,
a Wisconsin corporation

By: Northwestern Mutual Investment Management Company,
LLC, a Delaware limited liability company
Its wholly-owned affiliate

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

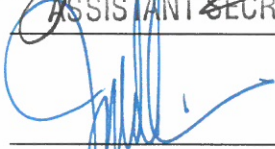
Sec Attached.

CORONA INDUSTRIAL PARK, LLC,
a Delaware limited liability company

By: Corona Industrial Park Developer, LLC,
a California limited liability company,
Its member

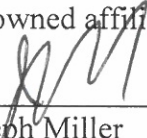
By: Shea Properties Management Company,
Inc., a Delaware corporation, Its manager

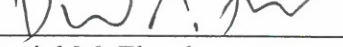
By: 
Name: STEVE SCHAFENACKER
Title: ASSISTANT SECRETARY

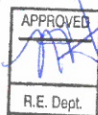
By: 
Name: Jeffrey C. Cunningham
Title: Assistant Secretary

By: The Northwestern Mutual Life Insurance Company,
a Wisconsin corporation,
Its member

By: Northwestern Mutual Investment
Management Company, LLC,
a Delaware limited liability company,
Its wholly-owned affiliate

By: 
Name: Joseph Miller
Title: Managing Director

Attest: 
Name: Daniel M. Flesch
Title: Assistant Secretary



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On this October 1, 2018 before me, Luisa G. Aceves, a Notary

Here Insert Name and Title of the Officer

Public, personally appeared Steve Schafenacker and Jeff Cunningham, who proved to

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

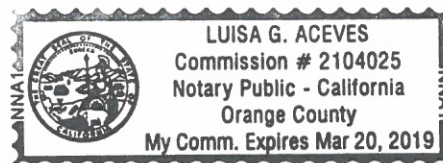
I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Luisa G. Aceves

Signature of Notary Public



Notary Public [Seal]

CALIFORNIA ACKNOWLEDGMENT

ALL-PURPOSE

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

STATE OF WISCONSIN)

)ss.

COUNTY OF MILWAUKEE)

On September 26, 2018, before me, Christine Lees, a Notary Public, personally appeared Joseph Miller and Daniel M. Flesch, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

CHRISTINE LEES
NOTARY PUBLIC
STATE OF WISCONSIN

(Place Notary Seal Above)

Signature Christine Lees

Christine Lees

Name (typed or printed)

My Commission expires: July 11, 2022

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS
ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

Exhibit A to Grant Deed

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

PARCEL ONE:

NEW PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT LLA# 99-30 RECORDED NOVEMBER 15, 1999 AS INSTRUMENT NO. 501992 AND RE-RECORDED DECEMBER 21, 1999 AS INSTRUMENT NO. 550444 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

A PORTION OF PARCEL 2 OF PARCEL MAP 16719, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 84 PAGE(S) 59 AND 60 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND A PORTION OF LOT 2, AS SHOWN BY AMENDED MAP OF PACIFIC CLAY MFG. COMPANY'S ADDITION TO SOUTH RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 19 PAGE(S) 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND ALL OF LOTS 13 AND 14, OF PACIFIC CLAY MFG. COMPANY'S ADDITION TO SOUTH RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 8 PAGE(S) 56 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP 16719, IN THE CITY CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 84 PAGE(S) 59 AND 60 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 23° 38' 20" EAST ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 254.85 FEET; THENCE NORTH 57° 08' 36" WEST A DISTANCE OF 48.63 FEET; THENCE NORTH 23° 38' 20" EAST A DISTANCE OF 156.84 FEET; THENCE NORTH 57° 08' 36" WEST A DISTANCE OF 218.66 FEET; THENCE NORTH 23° 38' 20" EAST A DISTANCE OF 510.44 FEET; THENCE NORTH 11° 29' 43" WEST A DISTANCE OF 100.99 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF RINCON STREET, AS SHOWN ON SAID PARCEL MAP 16719; THENCE SOUTH 66° 09' 54" EAST ALONG SAID RIGHT-OF-WAY RINCON STREET A DISTANCE OF 1,353.38 FEET TO A POINT IN THE WESTERLY LINE OF LINCOLN AVENUE PER INSTRUMENT NO. 213097, RECORDED JULY 24, 1987, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 17° 16' 32" WEST ALONG THE WESTERLY RIGHT-OF-WAY OF LINCOLN AVENUE, 88' WIDE, A DISTANCE OF 313.63 FEET TO THE BEGINNING OF A 1,800.00 FOOT TANGENT CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 41' 55", AN ARC DISTANCE OF 681.68 FEET; THENCE SOUTH 38° 58' 27" WEST A DISTANCE OF 218.44 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE NORTH 57° 08' 45" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 967.90 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL MINERALS, GAS OR OIL OF WHATSOEVER CHARACTER THAT MAY BE FOUND IN, UNDER OR UPON SAID LAND, AS CONVEYED TO P. J. WHITTEN, BY DEED RECORDED AUGUST 9, 1921 IN BOOK 551 PAGE 17 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM AN UNDIVIDED 25% INTEREST IN ALL MINERALS, GAS, OR OIL OF WHATSOEVER CHARACTER THAT MAY BE FOUND IN, UNDER OR UPON THE HEREIN DESCRIBED PROPERTY, AS RESERVED TO WILLIAM L. ROBINSON, AN UNMARRIED MAN, BY DEED DATED DECEMBER 7, 1959 AND RECORDED JANUARY 12, 1960 AS INSTRUMENT NO. 2355 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL TWO:

PARCEL 1, AS SHOWN BY PARCEL MAP 16115, ON FILE IN BOOK 129 PAGE 71, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL MINERALS, INCLUDING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MATERIALS, WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY CO. BY DOCUMENT RECORDED NOVEMBER 14, 1986 AS INSTRUMENT NO. 289631 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 119-210-026-0 (Affects PARCEL ONE), 118-140-068-5 (Affects A PORTION OF PARCEL TWO) and 118-210-019-7 (Affects A PORTION OF PARCEL TWO)

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$466,100.00
Labor and Material	\$233,00.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: PWIM2018-0008 & PWIM2018-0009
Location: 1150 W. Rincon St, 1160 W. Rincon St, & 1170 W. Rincon St, Corona
Drawing No: 18-005U & 18-005S

DATE: 09-20-2018

Description of Improvements <i>*Fill in as appropriate</i>	<u>Construction Cost</u>	<u>Performance Bond</u>	<u>Labor & Material Bond</u>
		Note 2 (Round to nearest \$100)	Note 3 (Round to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	<u>\$645,900</u>	<u>\$839,700</u>	<u>\$419,900</u>
2 Master-Planned R/W (Public) Improvements	<u> </u>	<u> </u>	<u> </u>
3 Interim Improvements (not including Grading Work)	<u> </u>	<u> </u>	<u> </u>
4 On-Site Public Improvements	<u>\$358,500</u>	<u>\$466,100</u>	<u>\$233,000</u>
5 On-site Non-public Improvements	<u> </u>	<u> </u>	<u> </u>
6 Additional Bond Improvements (beyond typical)	<u> </u>	<u> </u>	<u> </u>

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated **total** construction cost.
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 **A current title report shall be submitted for bonding purposes.**

PREPARED BY:

CESAR MOTA
Engineer's Name & Signature

Michael Baker International
Company

(949)-855-7051/ cesar.mota@mbakerintl.com
Tel No/Email

WET STAMP & DATE



9/20/18