

## **FIRST AMENDMENT TO AMENDED AND RESTATED GROUND LEASE AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Amendment") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, as lessor ("City"), and GWS#4 DEVELOPMENT, LLC, a California limited liability company, as lessee ("Lessee"). City and Lessee are sometimes referred to in this Amendment individually as a "Party" and collectively as "Parties."

### **RECITALS:**

A. City and Lessee are parties to that certain Amended and Restated Lease Agreement entered into as of September 17, 2018 (the "Lease"). Capitalized terms not otherwise defined herein shall have the same meaning as in the Lease.

B. As set forth in the Lease, pursuant to the Well Relocation Agreement attached as Exhibit "G" to the Lease, Lessee agreed to cause the relocation of the Warren 4 Well (as defined in the Well Relocation Agreement) from the location existing as of the Effective Date of the Lease to a new location on a portion of the City Land to be known of as the "City Well Parcel" and as described in a Well Relocation Agreement. As provided in the Lease, Lessee and City caused the City Land to be legally subdivided by parcel map and in doing so created two separate legal parcels to include the Leased Premises as one parcel and the City Well Parcel as the other parcel.

C. Subsequent testing of the ground water quality under the City Well Parcel revealed that the City Well Parcel is not a suitable location for the new Warren 4R Well (as defined in the Well Relocation Agreement) and that an alternate location within the Leased Premises, identified on Exhibit "A" attached hereto and incorporated herein by reference (the "Licensed Well Area") is an acceptable alternative area for the Warren 4R Well.

D. City and Lessee desire to modify the Lease (i) to substitute the Licensed Well Area as the location of the new Warren 4R Well and (ii) to provide the City with access to the Licensed Well Area for the purpose of operating, maintaining, inspecting, monitoring, replacing, repairing, protecting and accessing the Warren 4R Well (the "Well Access Easement"), (iii) to provide the City with access to the pipelines located on the Lease Premises and identified on Exhibits "B," "C" "D" and "E" attached hereto and incorporated herein by reference (collectively, the "Pipelines") and (iv) to incorporate such other the terms and conditions as are set forth below.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties hereto hereby agree as follows:

1. Amendment to Well Relocation Agreement. Concurrent with this Amendment and pursuant to separate written agreement between City and Lessee, the parties are amending the Well Relocation Agreement to reflect to the new location of the Warren 4R Well. The Lease is

hereby amended such that all references to the Well Relocation Agreement shall mean and refer to the Well Relocation Agreement as amended to reflect the new location of the Warren 4R Well.

2. License Agreement to Well Area. In lieu of Lessee causing the relocation of the Warren 4R Well to the City Well Parcel, Lessee will cause the relocation of the Warren 4R Well to the Licensed Well Area depicted and legally described on Exhibit "A" attached hereto and incorporated herein by reference, which Exhibit "A" replaces Exhibit "D" of the Well Relocation Agreement. Following completion of the Well Relocation Work, and subject to the terms and conditions herein, City shall have the right, at the City's sole cost and expense, to utilize the Licensed Well Area for the sole purpose of operating, maintaining, inspecting, monitoring, replacing, accessing, protecting and repairing the Warren 4R Well. City's use of the Licensed Well Area will be exclusive and City will install fencing around the Licensed Well Area as needed to secure the area and segregate the well operations from the Building Area. The Licensed Well Area is hereby excluded as part of the Building Area for all purposes under the Lease.

3. Access to Licensed Well Area. Lessee and City agree that the Leased Premises are subject to the City's right to access the Licensed Well Area over the 26-foot area depicted on the attached Exhibit "B" as "Well Access Easement." City will have the unrestricted right to access the Licensed Well Area through the Well Access Easement. Notwithstanding that City may access the Licensed Well Area at any time and as necessary to operate, maintain, inspect, monitor, replace and protect and repair the Warren 4R Well, City agrees to use reasonable efforts to provide no less than three (3) days' notice to the occupant of the Building Area of the dates and times that it intends to access the Licensed Well Area during any given month and to use reasonable efforts to minimally interfere with the Building occupant's operations and activities in and around the Building Area.

4. Access to Service and Maintain Pipelines. Subject to the following terms and conditions, Lessee and City agree that the Leased Premises are subject to the City's right to access and maintain the discharge pipes located in the areas identified on the attached Exhibit "C" including the access only right over the areas identified on the attached Exhibit "D" (collectively the "Discharge Pipe Areas"). City acknowledges and understands that any use of the Discharge Pipe Areas may be disruptive to Lessee's operations on and around the Building Area. In connection with any use of the Discharge Pipe Areas, City agrees to the following:

- a. Any work in, under, or upon or over the use of the Discharge Pipe Areas shall be performed in such manner as to minimally interfere with operations on the Building Area, and City shall endeavor to give Lessee no less than 30-days' prior notice of any such work. Provided that, in the event of an emergency requiring access to the Discharge Pipe Areas, City may immediately access the Discharge Pipe Areas and notify the Lessee as soon as possible of the need for such access.
- b. City will endeavor to access to the Discharge Pipe Areas without disturbing or removing any paving or landscaping located in or around the Discharge Pipe Areas; if it is not possible to avoid such areas City will endeavor to minimize any disturbances. City will attempt to restore any landscaping that has been disturbed

but it will not be required to replace any landscaping that cannot reasonably be preserved. Lessee will perform any repairs to the concrete or paving disturbed by City's use or access; City agrees to reimburse Lessee for the equivalent cost of asphalt replacement (as reasonably documented by Lessee) in the affected area.

- c. The Parties acknowledge and agree that City will take all reasonable steps in accessing the Well Access Easement and Discharge Pipe so as to minimize any disruption and interference with the business and operations conducted on the Building Area. The City shall take all reasonable steps in accessing the Well Access Easement and Discharge Pipe to minimize any disruption to the Building Area occupant. City will comply with reasonable security and confidentiality measures of the occupant.

**5. Lessee's Reserved Rights in Well Access Easement and the Discharge Pipe Areas.** So long as such uses do not interfere with City's access rights, Lessee reserves the following rights with respect to the Well Access Easement and the Discharge Pipe Areas:

- i. the right to use the surface and sub-surface areas of the Well Access Easement or the surface of the Discharge Pipe Areas;
- ii. the right for pedestrian and vehicular ingress to and egress on and over the Well Access Easement and the Discharge Pipe Areas;
- iii. so long as consistent with the previously approved general site design and so long as the same does not interfere with the City's access to the Warren 4R Well or the Warren 4R Well, right for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, irrigation pipes and related appurtenances, fences, concrete roadways and parking lots, utilities of any type or nature, and driveways and other similar improvements on and over the Well Access Easement;
- iv. the right of Lessee, at any time and from time to time (at the sole expense of Lessee), to relocate the Well Access Easement to such substitute area as may reasonably be determined to be necessary by Lessee, and mutually acceptable to City and Lessee; and
- v. the right to grant other non-exclusive easements, licenses and rights within or on the Well Access Easement to other parties.

**6. Access Only Area.** Lessee and City agree that the Leased Premises are subject to the City's unrestricted right to access and maintain the Thorne 12 and Warren 1 Wells and the related water line and discharge pipes located in the areas identified on the attached Exhibit "E" (the "Dumas Access Areas").

**7. City's Reserved Water Rights.** Section 1.1A. of the Lease is hereby amended in its entirety to extend the City's rights to the Licensed Well Area and to read as follows:

A. Reserved Rights. Consistent with the Well Relocation Agreement, City reserves all rights to water underlying the Leased Premises, including the Licensed Well Area, and the City Well Parcel, including, without limitation, any and all rights to import water onto or capture water on the Licensed Well Area for purposes of groundwater recharge, as well as to extract, use or remove water from the Licensed Well Area and from ground water underlying the Leased Premises; provided, however, other than the Licensed Well Area, Well Access Easement and Discharge Pipe Area, City shall have no rights of surface access on or over the Leased Premises or any portion thereof in connection with the exercise of such reserved water rights, and so long as City's exercise of its water rights shall not unreasonably interfere with Lessee's use of the Leased Premises. Lessee is hereby restricted from constructing improvements within any portions of the Leased Premises appurtenant to the Licensed Well Area which impair City's rights of access to (subject to the terms of the Well Access Easement in Section 3 above) or use of the underground wells and related improvements, and City's current and future operations concerning the Licensed Well Area, Well Access Easement and Discharge Pipe Area, without City's express prior written consent.

Lessee's use of the Leased Premises and the exercise of any rights granted herein shall not harm, injure, impede, alter, destroy, damage or threaten any of City's underground water rights or any rights of City under the Well Relocation Agreement the quality or quantity of the water associated with City's water rights, or interfere in any other way with City's underground water rights as to the Leased Premises, the Licensed Well Area and/or City Well Parcel.

8. Adjustment of Credits Towards Monthly Rent. Section 1.4.D.ii. of the Lease provides that the Lessee will receive a rent credit for the costs of the Well Relocation Work. Lessee began paying Monthly Rent on April 1, 2018 and has received a Monthly Well Cost Credit applied against each Monthly Rent payment. As a result of cost overruns (resulting from bid numbers in excess of originally anticipated costs), the Well Relocation Costs will exceed \$4,100,000. Therefore, City and GWS agree that, beginning with the first Monthly Rent payment following completion of the Well Relocation Work, the Well Cost Credit will be adjusted to account for the cost overruns advanced by Lessee in excess of \$4,100,000, which additional amount will be amortized over the balance of the first 180-months of the Term at 3% simple interest.

9. Compliance with Environmental Laws. Section 2.4E. of the Lease is hereby amended in its entirety to recognize the City's ongoing control over the Licensed Well Area and to read as follows:

E. For purposes of all Environmental Laws, Lessee is hereby deemed by virtue of the 55 year initial Term of this Lease to be the "Owner" and "Operator" (along with its subtenant occupants of the Leased Premises) and as between City and Lessee, City shall be deemed to have no affirmative obligation to remove or otherwise cleanup any Hazardous Materials (other than to the extent resulting from a release of Hazardous Materials on, at or under the Leased Premises prior to the Effective Date, or on, at or under any adjacent parcels owned or controlled by City including, without limitation, the Licensed Well Area, caused by City, its agents, employees or contractors), and this

Lease shall not be construed as creating any such obligation on the part of City. Lessee shall indemnify, defend (with counsel reasonably acceptable to City and at Lessee's sole cost), and hold City and City's elected and appointed officials, officers, employees, agents, successors and assigns free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against City in connection or arising out of: (i) any Hazardous Material on, in, under or affecting all or any portion of the Leased Premises (other than as to Hazardous Materials present at the Leased Premises prior to or as of the Effective Date or as a result of any release of Hazardous Materials on, at or under the Leased Premises or any adjacent parcels owned or controlled by City including, without limitation, the Licensed Well Area, caused by City, its agents, employees or contractors), (ii) any violation or claim of violation of any Environmental Law by Lessee; or (iii) the imposition of any lien for the recovery of costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on, in, under or affecting all or any portion of the Leased Premises (other than to the extent resulting from a release of Hazardous Materials on, at or under the Leased Premises prior to the Effective Date or as a result of any release of Hazardous Materials on, at or under the Leased Premises or any adjacent parcels owned or controlled by City including, without limitation, the Licensed Well Area, caused by City, its agents, employees or contractors). Lessee's indemnification shall survive the expiration and termination of this Lease.

**10. Use of Former City Well Parcel.** As consideration for the City's right to use the Licensed Well Area and the Well Access Easement, City and Lessee agree that the former City Well Parcel is hereby added to the Lease as part of the Access Only Area for all purposes under the Lease. Lessee will have the right to install paving over the former City Well Parcel to permit parking of vehicles and trailers that would otherwise have been parked in the Licensed Well Area.

**11. Authority.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

**12. No Other Modification.** City and Lessee agree that except as otherwise specifically modified in this Amendment, the Lease has not been modified, supplemented, amended, or otherwise changed in any way and the Lease remains in full force and effect between the parties hereto as modified by this Amendment. In the event of any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will control and govern the parties.

**13. Successors.** The provisions and covenants contained in this Amendment shall inure to and be binding upon the successors and assigns of the parties hereto.

14. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Amendment shall be made against either party except on the basis of a written instrument executed by the party to be charged.

15. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Amendment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

CITY OF RIVERSIDE

By: \_\_\_\_\_  
City Manager

GWS#4 DEVELOPMENT, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: John M. Magness  
Title: Senior Vice President

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: John Smith  
Chief Assistant City Attorney

CA 16-1482.6; 06/20/19

# EXHIBIT "A"

SHEET 1 OF 2

## WARREN 4R WELL - LICENSED WELL AREA LEGAL DESCRIPTION

THAT PORTION OF LAND SITUATED WITHIN PARCEL 1 OF PARCEL MAP NO. 19814, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 55 THROUGH 60, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG SAID EASTERLY LINE OF SAID PARCEL 1 SOUTH 03°06'49" WEST, 322.68 FEET;

THENCE NORTH 89°28'52" WEST, 47.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 73°08'08" AN ARC LENGTH OF 53.82 FEET;

THENCE NORTH 16°20'44" WEST, 60.35 FEET;

THENCE NORTH 66°12'11" EAST, 53.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.00 FEET;

THENCE NORtherly ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 71°50'46" AN ARC LENGTH OF 41.38 FEET;

THENCE NORTH 05°38'35" WEST, 10.45 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 84°21'25" WEST, 57.17 FEET;

THENCE NORTH 05°38'35" WEST, 75.33 FEET;

THENCE NORTH 84°21'25" EAST, 101.33 FEET;

THENCE SOUTH 05°38'35" EAST, 75.33 FEET;

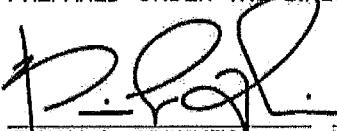
THENCE SOUTH 84°21'25" WEST, 44.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

CONTAINING: 7,634 SQUARE FEET OR 0.175 ACRES MORE OR LESS

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



SCALE: 1" = 80'

# EXHIBIT "A"

SHEET 2 OF 2

## WARREN 4R WELL - LICENSED WELL AREA PLAT

### LEGEND:



INDICATES WELL SITE  
CONTAINS: 7,634 SQ. FT.  
OR 0.175 AC.

P.O.C.  
MOST EASTERLY  
NORTHEAST CORNER  
PARCEL 1

N 89°24'47" E 1276.68'

N'LY LINE PARCEL 1

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	71°50'46"	33.00'	41.38'

### PARCEL 1

PARCEL MAP NO. 19814  
P. M. B. 251 / 55 - 60

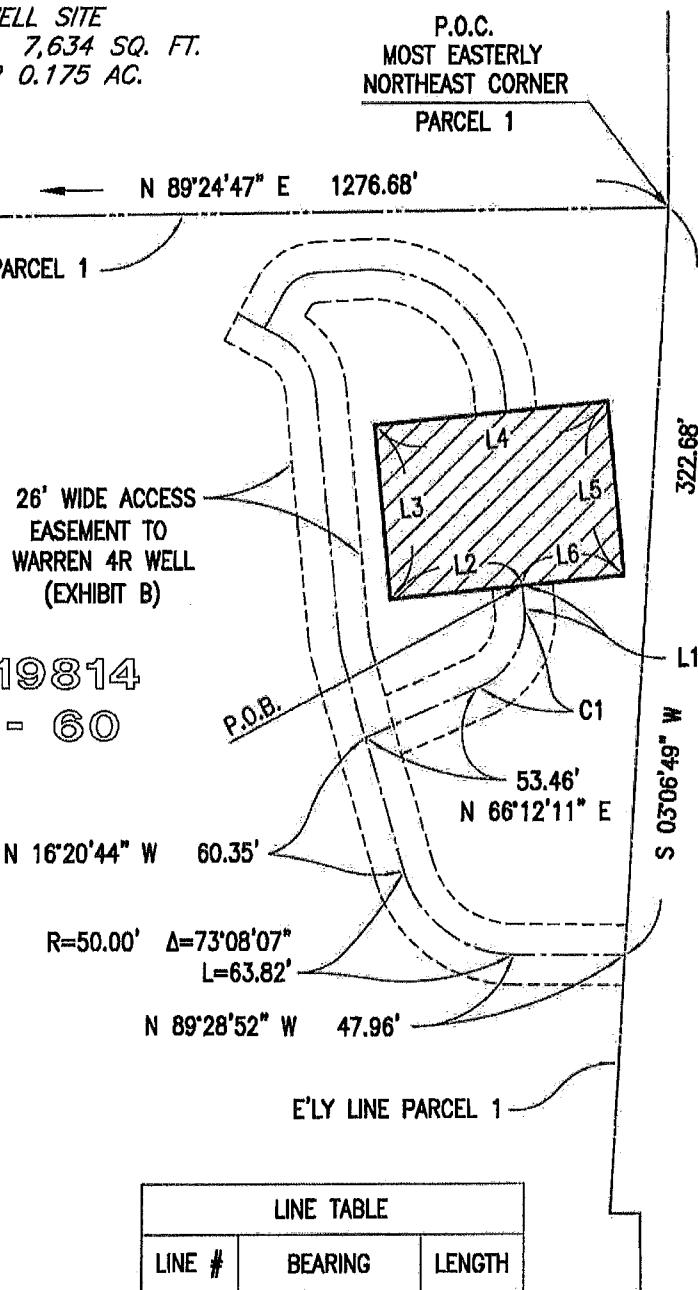


### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

  
BRIAN L. THIENES DATE  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

 Thienes Engineering, Inc.  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 05°38'35" W	10.45'
L2	S 84°21'25" W	57.17'
L3	N 05°38'35" W	75.33'
L4	N 84°21'25" E	101.33'
L5	S 05°38'35" E	75.33'
L6	S 84°21'25" W	44.16'

# EXHIBIT "B"

SHEET 1 OF 4

## WARREN 4R WELL - WELL ACCESS LEGAL DESCRIPTION

THREE (3) STRIPS OF LAND SITUATED WITHIN PARCEL 1 OF PARCEL MAP NO. 19814, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 55 THROUGH 60, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

### STRIP NO. 1

BEING A STRIP OF LAND, 26.00 FEET IN WIDTH, LYING 13.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG SAID EASTERLY LINE OF SAID PARCEL 1 SOUTH 03°06'49" WEST, 322.68 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°28'52" WEST, 47.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 73°08'08" AN ARC LENGTH OF 53.82 FEET;

THENCE NORTH 16°20'44" WEST, 60.35 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH 16°20'44" WEST, 35.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE NORtherly ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 10°42'09" AN ARC LENGTH OF 9.33 FEET;

THENCE NORTH 05°38'35" WEST, 107.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 56°09'30" AN ARC LENGTH OF 29.40 FEET;

THENCE NORTH 61°48'06" WEST, 7.33 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING NORTH 61°48'06" WEST, 7.33 FEET TO THE END POINT OF STRIP NO. 1.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE EASTERLY LINE OF SAID PARCEL 1.

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIEINES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



# EXHIBIT "B"

SHEET 2 OF 4

## WARREN 4R WELL - WELL ACCESS LEGAL DESCRIPTION

### STRIP NO. 2

BEING A STRIP OF LAND, 26.00 FEET IN WIDTH, LYING 13.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE AFOREMENTIONED POINT "A";

THENCE NORTH 66°12'11" EAST, 53.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.00 FEET;

THENCE NORtherly along said tangent curve through a central angle of 71°50'46" an arc length of 41.38 feet;

THENCE NORTH 05°38'35" WEST, 10.45 FEET TO THE SOUTHERLY LINE OF THE WARREN 4R WELL SITE AS DESCRIBED IN EXHIBIT "A" HEREIN AND BEING THE END POINT OF STRIP NO. 2.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE SOUTHERLY LINE OF SAID WELL SITE.

EXCEPTING THEREFROM THAT PORTION WITHIN THE ABOVE DESCRIBED STRIP NO. 1.

### STRIP NO. 3

BEING A STRIP OF LAND, 26.00 FEET IN WIDTH, LYING 13.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE NORTH 28°11'54" EAST, 16.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 18.00 FEET;

THENCE NORtheasterly along said tangent curve through a central angle of 58°43'08" an arc length of 18.44 feet;

THENCE NORTH 86°55'03" EAST, 20.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 58.00 FEET;

THENCE SOUTHEASTERLY along said tangent curve through a central angle of 87°50'31" an arc length of 88.92 feet;

THENCE SOUTH 05°38'35" EAST, 9.03 FEET TO THE NORTHERLY LINE OF THE WARREN 4R WELL SITE AS DESCRIBED IN EXHIBIT "A" HEREIN AND BEING THE END POINT OF STRIP NO. 3.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE NORTHERLY LINE OF SAID WELL SITE.

EXCEPTING THEREFROM THAT PORTION WITHIN THE ABOVE DESCRIBED STRIP NO. 1.

THE PLAT ATTACHED HERETO AS SHEETS 3 AND 4 AND BY THIS REFERENCE MADE A PART HEREOF.

STRIPS NO. 1, 2 AND 3 CONTAINING: 15,737 SQUARE FEET OR  
0.361 ACRES MORE OR LESS

SCALE: 1" = 80'

# EXHIBIT "B"

SHEET 3 OF 4

## WARREN 4R WELL - WELL ACCESS PLAT

### LEGEND:



INDICATES ACCESS EASMENT  
(STRIPS 1-3)

CONTAINS: 15,737 SQ. FT.  
OR 0.361 AC.

P.O.C.  
MOST EASTERLY  
NORTHEAST CORNER  
PARCEL 1

### PARCEL 1

PARCEL MAP NO. 19814

P. M. B. 251 / 55 - 60



### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

  
BRIAN L. THIENES DATE  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

**THIENES** Thienes Engineering, Inc.  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

N 89°24'47" E 1276.68'

N'LY LINE PARCEL 1

POINT B

R=30.00' Δ=56°09'30"  
L=29.40'

STRIP NO. 1

WELL SITE  
WARREN 4R  
EXHIBIT "A"

C1

L1

POINT A

N 16°20'44" W 60.35'

R=50.00' Δ=73°08'07"  
L=63.82'

N 89°28'52" W 47.96'

E'LY LINE PARCEL 1

S 05°06'49" W 322.68'

WATTERMAN AVENUE

P.O.B.

### NOTE:

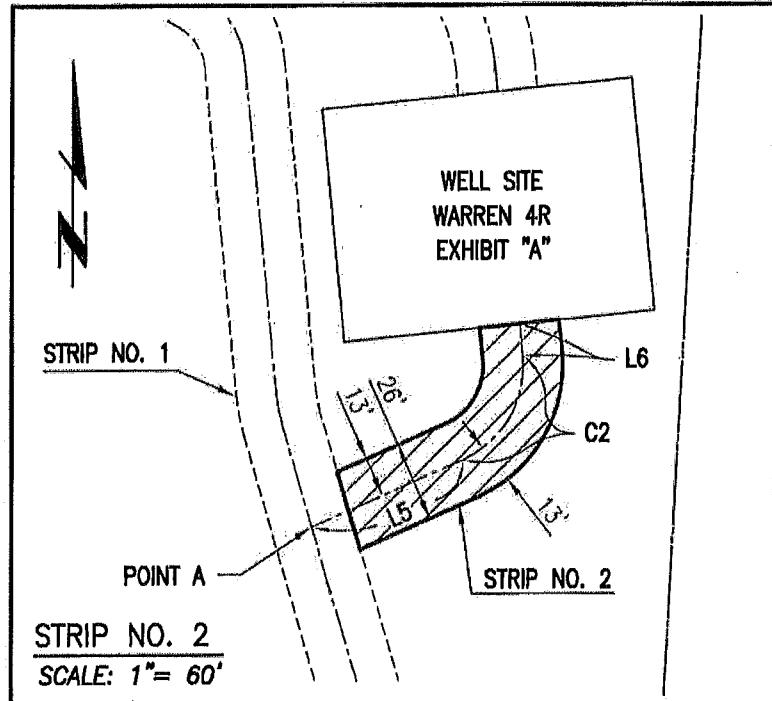
SEE SHEET 4 FOR DETAILS OF STRIPS NO. 2 AND 3,  
CURVE TABLE AND LINE TABLE.

**EXHIBIT "B"**

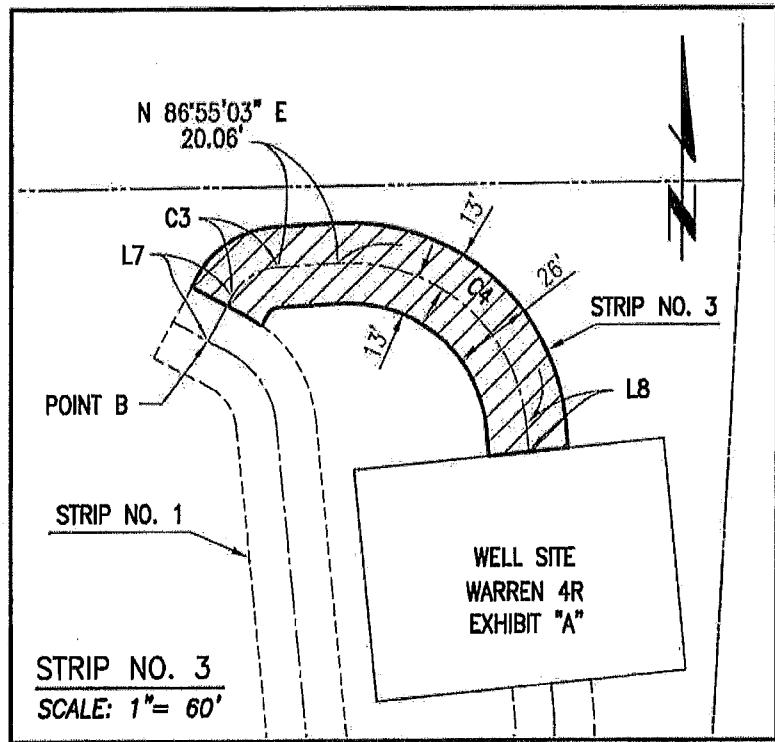
SHEET 4 OF 4

WARREN 4R WELL - WELL ACCESS  
PLAT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 16°20'44" W	35.15'
L2	N 05°38'35" W	107.31'
L3	N 61°48'06" W	7.33'
L4	N 61°48'06" W	13.00'
L5	N 66°12'11" E	53.46'
L6	N 05°38'35" W	10.45'
L7	N 28°11'54" E	16.34'
L8	S 05°38'35" E	9.03'



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	10°42'09"	50.00'	9.33'
C2	71°50'46"	33.00'	41.38'
C3	58°43'08"	18.00'	18.44'
C4	87°50'31"	58.00'	88.92'



# EXHIBIT "C"

SHEET 1 OF 7

## DISCHARGE PIPE AND MAINTENANCE ACCESS ( FOR "WARREN 4R WELL" ) LEGAL DESCRIPTION

TWO (2) STRIPS OF LAND SITUATED WITHIN PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 19814, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 55 THROUGH 60, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

### STRIP NO. 1

BEING A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHEASTERLY CORNER OF WARREN 4R WELL SITE AS DESCRIBED IN EXHIBIT "A" HEREIN;

THENCE ALONG THE NORTHERLY LINE OF SAID WELL SITE SOUTH 84°21'25" WEST, 93.80 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 73°08'25" WEST, 79.72 FEET;

THENCE NORTH 28°08'35" WEST, 86.50 FEET;

THENCE SOUTH 84°21'25" WEST, 425.65 FEET;

THENCE SOUTH 87°04'18" WEST, 441.27 FEET;

THENCE SOUTH 89°21'47" WEST, 243.13 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY, 10.00 FEET MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE BEING THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP AND SHOWN AS "N 0°38'13" W 225.00'";

THENCE ALONG SAID PARALLEL LINE NORTH 03°38'13" WEST, 197.04 FEET;

THENCE SOUTH 89°24'47" WEST, 440.00 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY, 10.00 FEET MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE SHOWN ON SAID PARCEL MAP AS "N 0°38'13" W 666.00'";

THENCE ALONG LAST SAID PARALLEL LINE NORTH 00°38'13" WEST, 293.29 FEET;

THENCE SOUTH 89°21'47" WEST, 62.16 FEET TO THE END POINT OF STRIP NO. 1.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE NORTHERLY AND WESTERLY LINES OF SAID WELL SITE.

### EXHIBIT "C" SHEET INDEX

SHEETS 1-4 FOR "WARREN 4R WELL"  
SHEETS 5-7 FOR "OFFSITE WELL"

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



# EXHIBIT "C"

SHEET 2 OF 7

## DISCHARGE PIPE AND MAINTENANCE ACCESS ( FOR "WARREN 4R WELL" ) LEGAL DESCRIPTION

### STRIP NO. 2

BEING A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHEASTERLY CORNER OF WARREN 4R WELL SITE AS DESCRIBED IN EXHIBIT "A" HEREIN;

THENCE ALONG THE NORTHERLY LINE OF SAID WELL SITE SOUTH 05°38'35" EAST, 39.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 84°21'25" EAST, 5.50 FEET;

THENCE NORTH 89°32'59" EAST, 10.00 FEET TO THE EASTERLY LINE OF SAID PARCEL 1 AND BEING THE END POINT OF STRIP NO. 2.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE EASTERLY LINES OF SAID WELL SITE AND PARCEL 1.

THE PLAT ATTACHED HERETO AS SHEETS 3 AND 4 AND BY THIS REFERENCE MADE A PART HEREOF.

STRIPS NO. 1 AND 2 CONTAINING: 44,545 SQUARE FEET OR 1.023 ACRES MORE OR LESS

SCALE: 1" = 250'

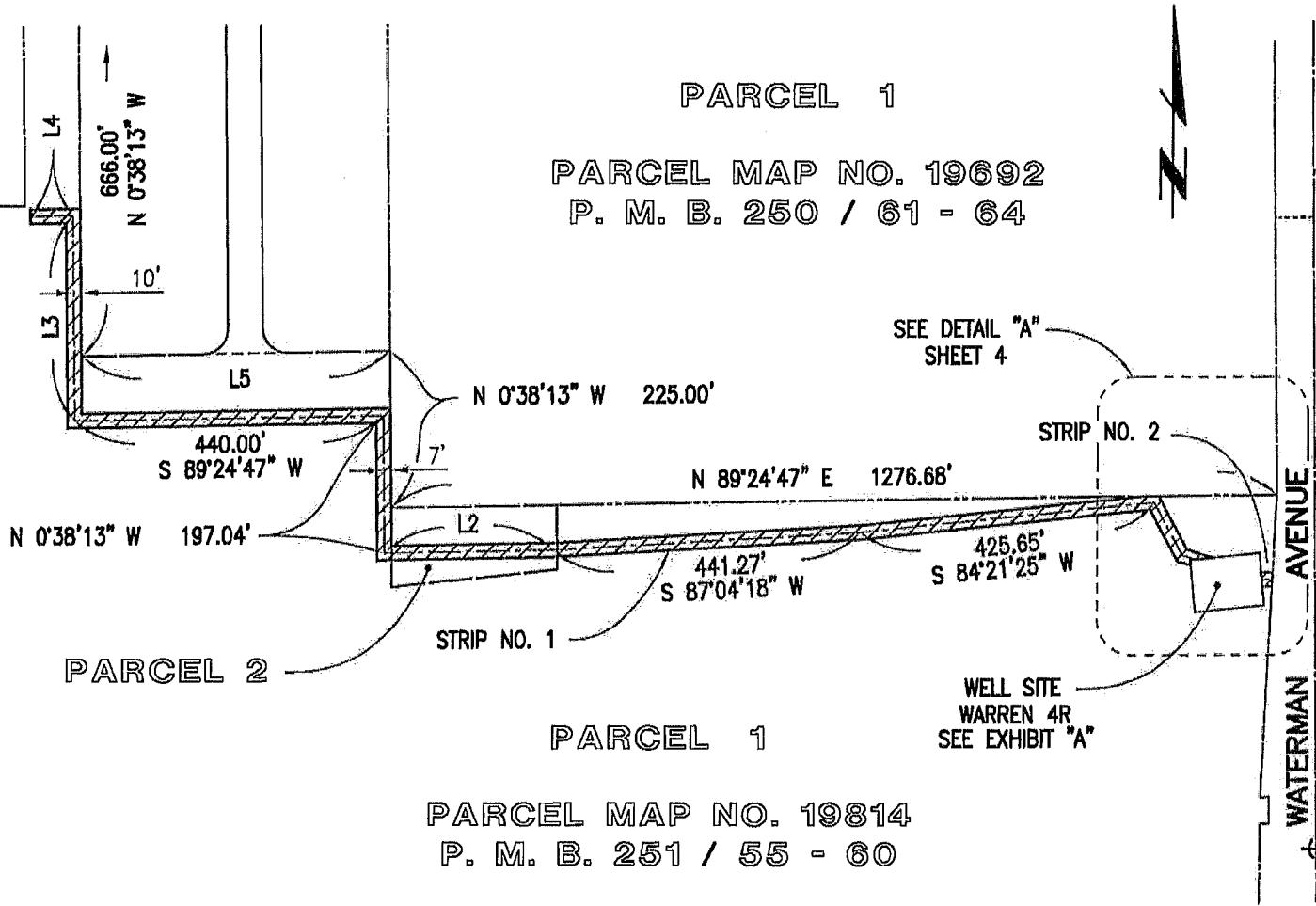
**EXHIBIT "C"**

**DISCHARGE PIPE AND MAINTENANCE ACCESS  
( FOR "WARREN 4R WELL" )  
PLAT**

47

**PARCEL 1**

PARCEL MAP NO. 19692  
P. M. B. 250 / 61 - 64



LEGEND:

INDICATES DISCHARGE PIPE & MAINTENANCE  
ACCESS FOR WARREN 4R WELL

(STRIPS 1 & 2)

CONTAINS: 44,545 SQ. FT. ±  
OR 1.023 AC.

**NOTE:**

SEE SHEET 4 FOR DETAIL "A", STRIP NO. 2,  
CURVE TABLE AND LINE TABLE.

**SURVEYOR:**

~~PREPARED UNDER THE DIRECTION OF:~~

BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

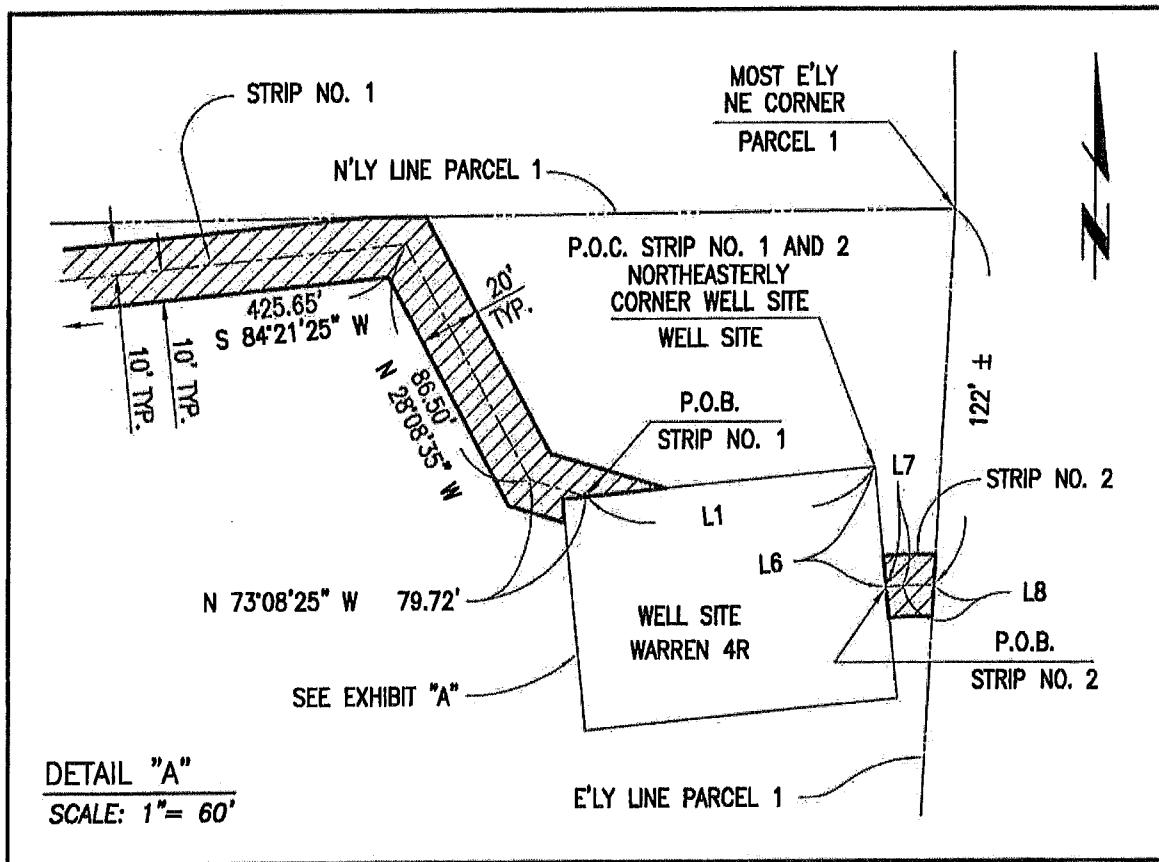
DATE



# EXHIBIT "C"

SHEET 4 OF 7

## DISCHARGE PIPE AND MAINTENANCE ACCESS ( FOR "WARREN 4R WELL" ) PLAT



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 84°21'25" W	93.80'
L2	S 89°21'47" W	243.13'
L3	N 00°38'13" W	293.29'
L4	S 89°21'47" W	62.16'
L5	S 89°24'47" W	440.00'
L6	S 05°38'35" E	39.16'
L7	N 84°21'25" E	5.50'
L8	N 89°32'59" E	10.00'

# EXHIBIT "C"

SHEET 5 OF 7

## DISCHARGE PIPE AND MAINTENANCE ACCESS ( FOR "OFFSITE WELL" ) LEGAL DESCRIPTION

A STRIP OF LAND SITUATED WITHIN PARCEL 1 OF PARCEL MAP NO. 19814, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 55 THROUGH 60, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

### STRIP NO. 3

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID PARCEL MAP AS HAVING A BEARING AND DISTANCE OF "NORTH 83°05'46" EAST, 2067.08 FEET", SAID COURSE BEING THE SOUTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 83°05'46" WEST, 404.43 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 64°06'02" WEST, 87.32 FEET TO POINT "A", SAID POINT HEREINAFTER TO BE REFERRED TO IN STRIP NO. 1 ON EXHIBIT "D";

THENCE SOUTH 59°25'23" WEST, 45.84 FEET;

THENCE SOUTH 84°19'56" WEST, 156.47 FEET;

THENCE SOUTH 61°49'56" WEST, 11.55 FEET;

THENCE SOUTH 84°21'25" WEST, 929.70 FEET;

THENCE NORTH 50°38'35" WEST, 146.94 FEET;

THENCE NORTH 05°38'35" WEST, 515.68 FEET TO POINT "B", SAID POINT HEREINAFTER TO BE REFERRED TO IN STRIP 3 OF EXHIBIT "D";

THENCE NORTH 55°47'25" WEST, 56.59 FEET;

THENCE NORTH 76°26'53" WEST, 44.14 FEET TO THE WEST LINE OF SAID PARCEL 1.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL 1.

THE PLAT ATTACHED HERETO AS SHEETS 6 AND 7 AND BY THIS REFERENCE MADE A PART HEREOF.

STRIP NO. 3 CONTAINING: 29,914 SQUARE FEET OR 0.687 ACRES MORE OR LESS

### EXHIBIT "C" SHEET INDEX

SHEETS 1-4 FOR "WARREN 4R WELL"  
SHEETS 5-7 FOR "OFFSITE WELL"

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



SCALE: 1" = 250'

# EXHIBIT "C"

SHEET 6 OF 7

## DISCHARGE PIPE AND MAINTENANCE ACCESS (FOR "OFFSITE WELL") PLAT

### LEGEND:



INDICATES DISCHARGE PIPE & MAINTENANCE  
ACCESS FOR OFFSITE WELL  
(STRIP 3) CONTAINS: 29,914 SQ. FT.  
OR 0.687 AC.

WESTERLY LINE PARCEL 1

ACCESS  
STRIP NO. 3  
EXHIBIT "D"

STRIP NO. 3  
SEE DETAIL "B"  
SHEET 7

PARCEL 1

PARCEL MAP NO. 19814

P. M. B. 251 / 55 - 60

EASTERLY LINE PARCEL 1

ACCESS  
STRIP NO. 1  
EXHIBIT "D"

ACCESS  
STRIP NO. 1  
EXHIBIT "D"

STRIP NO. 3  
SEE DETAIL "B"  
SHEET 7

N 83°05'46" E 2067.08'

ACCESS  
STRIP NO. 2  
EXHIBIT "D"

SOUTHERLY LINE PARCEL 1

WATERMAN AVENUE

### NOTE:

SEE SHEET 7 FOR DETAIL "B".

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

  
BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE

 Thienes Engineering, Inc.  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173



# EXHIBIT "C"

SHEET 7 OF 7

## DISCHARGE PIPE AND MAINTENANCE ACCESS ( FOR "OFFSITE WELL" ) PLAT

### DETAIL "B"

SCALE: 1" = 150'

WEST LINE PARCEL 1

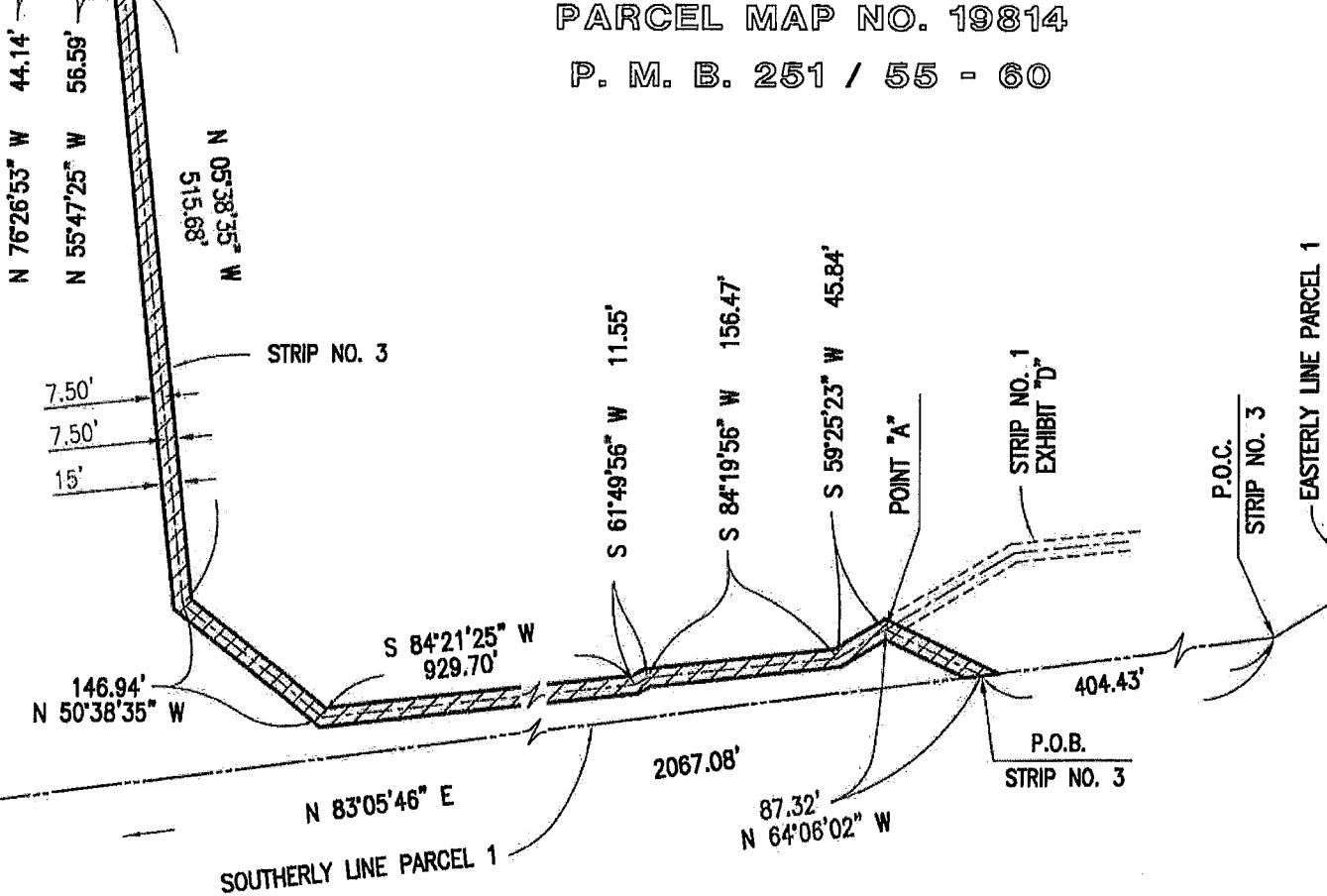
STRIP NO. 3  
EXHIBIT "D"

POINT "B"

PARCEL 1

PARCEL MAP NO. 19814

P. M. B. 251 / 55 - 60



# EXHIBIT "D"

SHEET 1 OF 4

## OFFSITE WELL - OFFSITE WELL ACCESS LEGAL DESCRIPTION

THREE (3) STRIPS OF LAND SITUATED WITHIN PARCEL 1 OF PARCEL MAP NO. 19814, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 55 THROUGH 60, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

### STRIP NO. 1

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE MOST EASTERLY SOUTHEASTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG SAID EASTERLY LINE OF SAID PARCEL 1 NORTH 00°50'30" EAST, 315.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 95.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 06°33'49" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 60°47'34" AN ARC LENGTH OF 100.79 FEET;

THENCE SOUTH 22°38'37" WEST, 286.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHERLY ALONG ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 28°17'12" AN ARC LENGTH OF 12.34 FEET;

THENCE SOUTH 05°38'35" EAST, 12.28 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE SOUTH 84°21'25" WEST, 22.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORtherly ALONG ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 39.26 FEET;

THENCE NORTH 05°38'35" WEST, 4.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

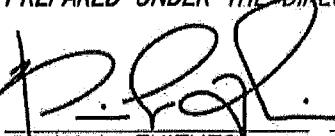
THENCE SOUTHWESTERLY ALONG ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 105°00'00" AN ARC LENGTH OF 45.81 FEET;

THENCE SOUTH 84°21'25" WEST, 177.13 FEET;

THENCE SOUTH 59°25'23" WEST, 121.41 FEET TO POINT "A" AS DESCRIBED IN STRIP NO. 3 OF EXHIBIT "E" HEREIN BEING THE END POINT OF THE CENTERLINE OF STRIP NO. 1.

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



# EXHIBIT "D"

SHEET 2 OF 4

## OFFSITE WELL - OFFSITE WELL ACCESS LEGAL DESCRIPTION

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE EAST LINE OF SAID PARCEL.

EXCEPTING THEREFROM THAT PORTION WITHIN THE STRIP OF LAND DESCRIBED AS STRIP NO. 3 OF EXHIBIT "C" HEREIN.

### STRIP NO. 2

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE AFOREMENTIONED POINT "C";

THENCE SOUTH 84°21'25" EAST, 40.53 FEET;

THENCE SOUTH 65°31'41" EAST, 43.63 FEET;

THENCE SOUTH 75°38'57" EAST, 28.69 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 1 BEING THE END POINT OF THE CENTERLINE OF STRIP NO. 2.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED AS TO INTERSECT THE SOUTHEASTERLY LINE OF SAID PARCEL 1.

EXCEPTING THEREFROM THAT PORTION WITHIN THE ABOVE DESCRIBED STRIP NO. 1.

### STRIP NO. 3

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT POINT "B" OF THE STRIP OF LAND DESCRIBED AS STRIP NO. 3 OF EXHIBIT "C" HEREIN;

THENCE NORTH 05°38'35" WEST, 131.42 FEET;

THENCE SOUTH 84°21'25" WEST, 25.96 FEET;

THENCE NORTH 79°55'28" WEST, 32.48 FEET TO THE WESTERLY LINE OF SAID PARCEL 1 BEING THE END POINT OF THE CENTERLINE OF STRIP NO. 3.

THE PLAT ATTACHED HERETO AS SHEETS 3 AND 4 AND BY THIS REFERENCE MADE A PART HEREOF.

STRIPS NO. 1, 2 AND 3 CONTAINING: 16,076 SQUARE FEET OR 0.369 ACRES MORE OR LESS

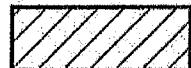
SCALE: 1" = 120'

# EXHIBIT "D"

SHEET 3 OF 4

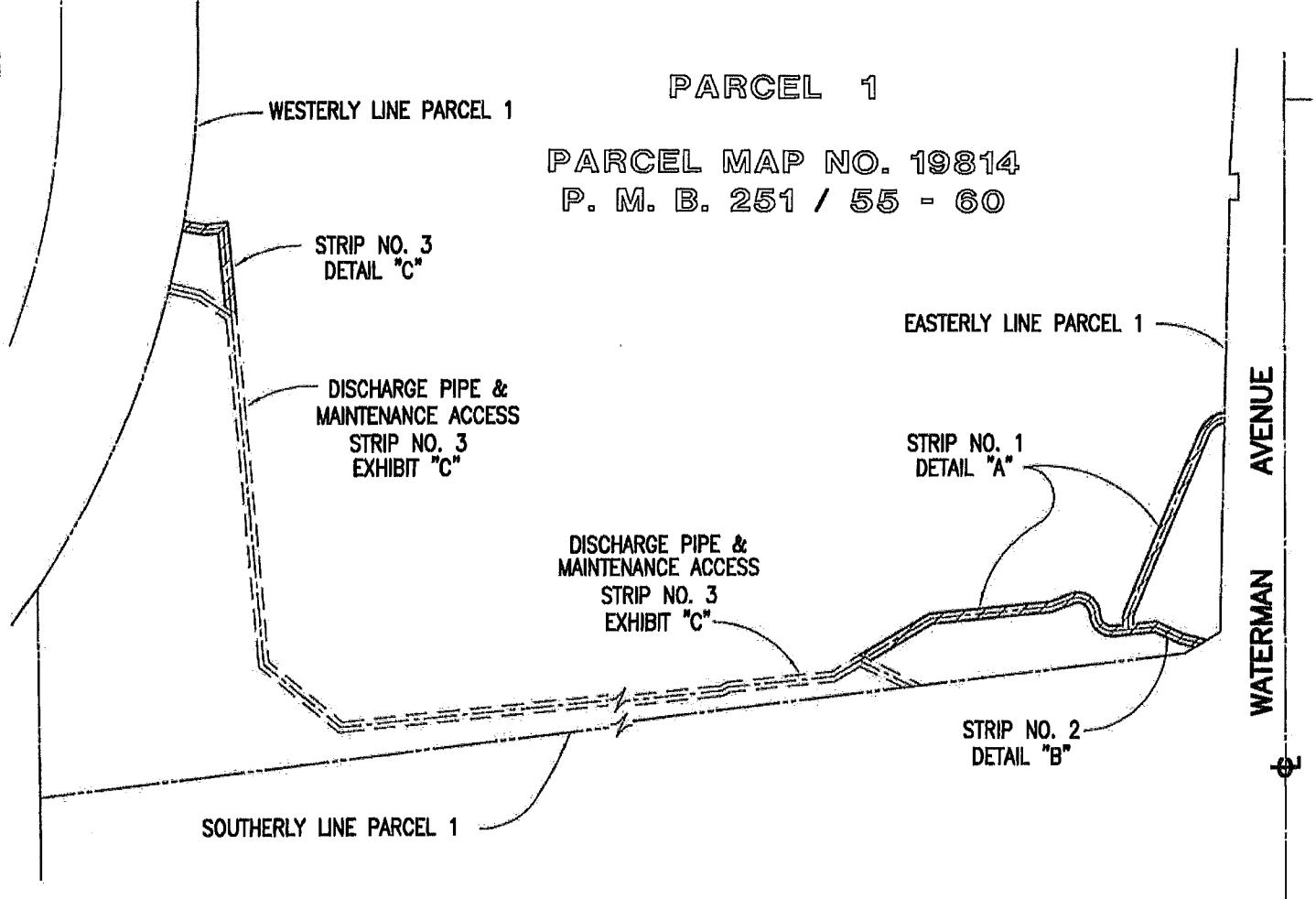
OFFSITE WELL - OFFSITE WELL ACCESS  
PLAT

## LEGEND:



INDICATES ACCESS FOR  
OFFSITE WELL

(STRIPS 1 - 3) CONTAINS: 16,076 SQ. FT.  
OR 0.369 AC.



## NOTE:

SEE SHEET 4 FOR DETAILS "A", "B", AND "C".

## SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



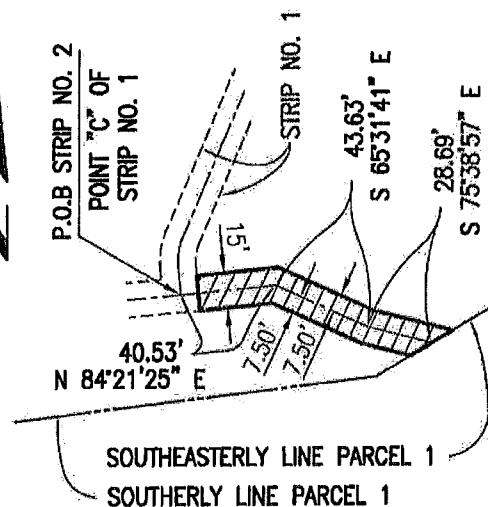
# EXHIBIT "D"

SHEET 4 OF 4

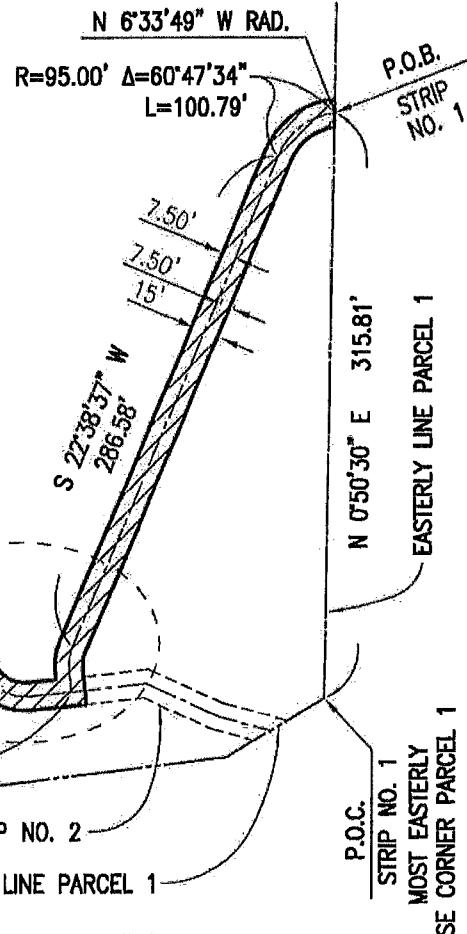
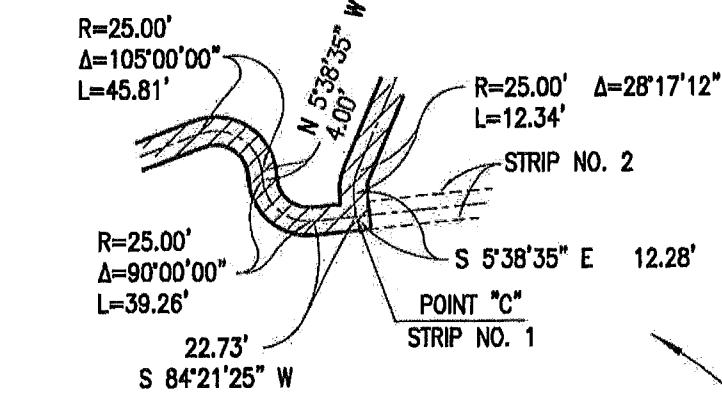
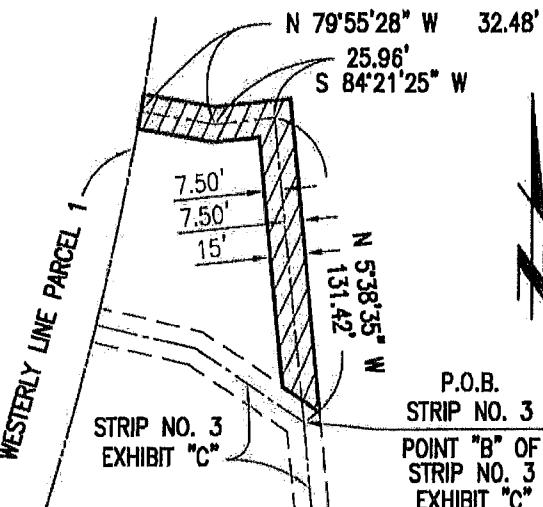
OFFSITE WELL - OFFSITE WELL ACCESS

PLAT

DETAIL "B" - STRIP NO. 2  
SCALE: 1" = 80'



DETAIL "C" - STRIP NO. 3  
SCALE: 1" = 80'



STRIP NO. 3  
EXHIBIT "C"

SOUTHERLY LINE  
PARCEL 1

DETAIL "A" - STRIP NO. 1  
SCALE: 1" = 100'

# EXHIBIT "E"

SHEET 1 OF 2

## ACCESS ONLY AREA

## LEGAL DESCRIPTION

THAT PORTION OF LAND SITUATED WITHIN PARCEL 1 OF PARCEL MAP NO. 19814, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 251, PAGES 55 THROUGH 60, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL 1, SAID POINT BEING THE INTERSECTION OF THE WEST LINE OF THE SAN BERNARDINO COUNTY FLOOD CONTROL RIGHT-OF-WAY (200 FEET HALFWIDTH) AND THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 1 NORTH 89°24'47" EAST, 117.74 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EASTERN PROLONGATION OF THE LAST SAID COURSE NORTH 89°24'47" EAST, 80.00 FEET TO THAT CERTAIN COURSE IN THE BOUNDARY OF SAID PARCEL 1 SHOWN ON SAID PARCEL MAP CITED AS HAVING A BEARING AND DISTANCE OF "NORTH 0°38'13" EAST, 660.00 FEET;

THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°38'13" WEST, 450.00 FEET TO THE CENTERLINE OF DUMAS STREET;
2. SOUTH 89° 24'47" WEST, 80.07 FEET ALONG THE CENTERLINE OF DUMAS STREET;
3. SOUTH 00°38'46" EAST, 450.00 FEET TO THE POINT OF BEGINNING.

THE PLAT ATTACHED HERETO AS SHEET 2 AND BY THIS REFERENCE MADE A PART HEREOF.

CONTAINING: 36,015 SQUARE FEET OR 0.827 ACRES MORE OR LESS

### SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES  
P.L.S. NO. 5750  
REG. EXP. DEC. 31, 2019

DATE



