

WELL RELOCATION AGREEMENT

This Well Relocation Agreement ("Agreement") is entered into as of this 11th day of June, 2018 ("Effective Date") by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and LBA RV-Company XI, LP, a Delaware limited partnership ("Owner").

RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the parties:

A. Owner is the fee owner of that certain tract of land within the City of Colton containing approximately 4.68 acres, located at Agua Mansa Logistics Center, 1600 W Agua Mansa Road in Colton, California, with Assessor's Parcel No. 0260-072-14, as legally described and depicted on Exhibit A which is attached hereto and incorporated herein by this reference (the "Property").

B. City is the owner of an easement over the Property for the right to develop, operate and maintain water wells over the Property, and has installed a water well known as Twin Buttes 6 on the Property, as legally described and depicted described in Exhibit B, which is attached hereto and incorporated herein by this reference ("City Easement" and "City Well," respectively).

C. Owner wishes to develop the Property and in order to do so has requested permission from the City to relocate/abandon the City Well and the City desires that Owner complete, and Owner agrees to complete, that certain work related to the well system relocation/abandonment as described in Exhibit C (the "Well Relocation Work"), a copy of which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Well Relocation Work.

(a) Scope of Work. Owner shall complete the Well Relocation Work as described in Exhibit C (as the same may be modified from time to time)), consisting generally of (i) the /relocation of the City Well to the location specified in Exhibit C; (ii) after relocation, the abandonment of the existing City Well; and (iii) the installation of any necessary appurtenances, all as more particularly described in the Well Relocation Work.

(b) Plans for the Well Relocation Work. Prior to the commencement of the Well Relocation Work, Owner, with the review and input of the City, shall have construction plans and specifications prepared for the Well Relocation Work depicting: (i) the location and specifications for the proposed replacement well and equipment; (ii) the procedures to be

implemented to abandon the existing City Well; and (iii) any other information deemed necessary by Owner, its contractors or consultants to define and complete the Well Relocation Work (collectively, the "Well Relocation Plans"). The Well Relocation Plans shall be prepared by a licensed civil engineer approved by the City and Owner, and in accordance with the appropriate and commonly recognized engineering standards for such water well facilities. All costs for such Well Relocation Plans shall be paid by Owner. The parties anticipate that development of the Well Relocation Plans should take approximately seven (7) days from the Effective Date of this Agreement.

(c) Standard of Work. Owner shall perform the Well Relocation Work subject to similar construction standards and specifications as those used for the City's existing wells and as described in the Scope of Work. Should the City desire to upsize, upgrade or otherwise modify the specification of any components of the Well Relocation Work to include any other specifications than those used for the existing City Well and as described in the Scope of Work ("Additional Work"), then the City will submit a written request for such Additional Work to Owner, documenting the agreement between Owner and the City that the Work described therein constitutes Additional Work and the City shall reimburse Owner for the cost of the Additional Work. However, Owner will not seek additional reimbursement from the City for nominal variations in well construction from substantially similar standards and components as those used for the existing City Well, including but not limited to depths and lengths and slot size of well screens, gravel pack gradation and depth, depth and position of auxiliary tubes, depth of pilot bore, frequency of soil samples, depths and lengths of blank casing, depth of concrete slurry seal, additional hours and flow rates for well development, but costs for all such nominal variations shall be included within the Well Relocation Costs described in Paragraph 1(e) of this Agreement.

(d) Payment of Prevailing Wages. In its performance of the Well Relocation Work, Owner shall pay prevailing wages if and as required by law as described in California Labor Code § 1720, and the City shall not be liable for any failure in Owner's payment of prevailing wages or legally-imposed penalties therefor.

(e) Progress Inspections. City and its consultants performing services in connection with the Well Relocation Work shall have the right from the time Owner commences the Well Relocation Work until the City's final acceptance of the Well Relocation Work, to periodically conduct reasonable inspections and investigations related to Owner's construction of the Well Relocation Work. City shall not interfere with the completion of the Well Relocation Work or any other work being performed on the Property during the time of any City inspections.

(f) Insurance Requirements. Owner shall require its general contractor and any contractors who are awarded contracts to perform any of the Well Relocation Work to maintain insurance of the type and in the amounts required by Exhibit "D" attached hereto (the "Insurance Requirements") and incorporated herein by this reference and name the City as an additional insured as set forth in the Insurance Requirements.

(g) Indemnification. Except as to sole negligence or willful misconduct of the City, Owner agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including attorney's fees,

which arises out of or is in any way connected with the performance of work under this Agreement by Owner or any of Owner's employees, agents or subcontractors.

The parties expressly agree that any payment, attorney's fees, costs or expenses the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purpose of this Section, and that this Section shall survive the expiration or early termination of this Agreement.

2. **Permits and City Inspections.**

(a) **Permits.** Owner and/or its agents or contractors shall apply in a timely manner for such permits and other approvals as may be required from the City of Colton, County of San Bernardino, and other governmental or quasi-governmental agencies having jurisdiction over the Property. The City shall use its best efforts to assist Owner with obtaining all such permits and approvals, and the City shall timely review and approve any plans or other documentation necessary to be reviewed by the City as part of the issuance of such permits and approvals.

(b) **City Inspections.** The City and Owner shall cooperate and use reasonable efforts in coordinating the scheduling and completion of any inspections required by the City for the Well Relocation Work.

3. **Default and Termination.** A party shall be deemed in default hereunder if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other this Section 3.

(a) **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within 15 calendar days in the case of a non-monetary default, or five calendar days in the case of a monetary default.

(b) **Termination upon Default.** After notice and an opportunity to cure, if the defaulting party fails to cure the default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.

4. **Notices.** All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally, by facsimile or shall be sent by registered or certified United States mail or a nationally recognized, overnight courier service, postage prepaid, and addressed as follows:

City
City of Riverside
Public Utilities Department
Attn: Assistant General Manager
– Water
3750 University Avenue, 3rd Floor
Riverside, CA 92501

Owner
LBA Realty, LLC
c/o Ms. Emily Mandrup
3347 Michelson Drive Suite 200
Irvine, CA 92812
Phone: (949) 955-9333

Phone: (951) 826-2135

Email: emandrup@lbarealty.com

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Notices may be given by email transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Emails shall be deemed delivered on the date of such transmission.

5. **Interpretation.**

(a) **Construction of Agreement.** The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the paragraphs are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. Venue for any litigation between the parties hereto concerning this Agreement shall be initiated in the County of Riverside.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement supersedes all previous negotiations, discussions, and agreements between the parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

(c) **Recitals.** The recitals in this Agreement constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

(d) **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefitted thereby of the covenants to be performed hereunder by such benefitted party.

(e) **Severability.** If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the parties shall comply with the procedures set forth in Paragraph 6 above.

(f) **No Third Party Beneficiaries; Assignment.** There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person, excepting the parties hereto. This Agreement shall be assignable by Owner to another affiliated party upon written notice from Owner to City. As used herein, an "affiliate" shall mean any party that controls, is controlled by, or is under common control with Owner.

6. **Attorneys' Fees.** In the event either party to this Agreement institutes an action or proceeding to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party in any such action shall bear their own costs thereof, including attorney's fees and costs.

7. **Further Actions and Instruments.** Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

8. **Time of Essence.** Time is of the essence in: (i) the performance of the provisions of this Agreement as to which time is an element; and (ii) the resolution of any dispute which may arise concerning the obligations of Owner and the City as set forth in this Agreement.

9. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

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

CITY OF RIVERSIDE

By _____
City Manager

ATTEST:

By: _____
City Clerk

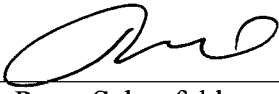
APPROVED AS TO FORM:

By: *Susan Ulloa*
Assistant City Attorney

OWNER:

LBA RV – COMPANY XI, L.P.,
A Delaware limited partnership

By: LBA Fund V GP II, LLC
A Delaware limited liability company
its General Partner

By: 
Name: Perry Schonfeld.
Title: COO.

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18-0093 SDW 05/22/18

EXHIBIT A

PROPERTY DESCRIPTION

All that certain real property situated in the City of Colton, County of San Bernardino, State of California, described as follows:

PARCEL 1:

LOT 26 OF BANDINI DONATION, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS TWENTY-THREE (23), TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN THE BANDINI DONATION IN THE CITY OF COLTON, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 24, RECORDS OF SAID SAN BERNARDINO COUNTY, EXCEPTING THEREFROM ALL THAT PORTION OF LOT 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 32° EAST 79.42 FEET FROM THE MOST NORTHEASTERLY CORNER OF SAID LOT 23, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE OF LOT 23, WITH A SOUTHERLY LINE OF AGUA MANSA ROAD; THENCE SOUTH 56° 30' WEST ALONG THE SOUTHERLY LINE OF SAID AGUA MANSA ROAD, 22.01 FEET; THENCE SOUTH 32° EAST 376.99 FEET; THENCE SOUTH 65° 57' WEST 119.14 FEET TO THE WESTERLY LINE OF PROPERTY CONVEYED TO CITY OF COLTON BY DEED RECORDED IN BOOK 1021 OF OFFICIAL RECORDS, PAGE 120; THENCE SOUTH 32° EAST TO THE SOUTHWESTERLY CORNER OF SAID PROPERTY CONVEYED BY DEED; THENCE NORTH 58° EAST 131.58 FEET TO THE EASTERLY LINE OF SAID LOT 23; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 23 TO THE POINT OF BEGINNING.

ALSO SAVING AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY ROADS AND HIGHWAYS.

PARCEL 3:

THAT PORTION OF LOT 23 OF BANDINI DONATION, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 24, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 32° EAST, 80 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 23, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE OF LOT 23 WITH THE SOUTHERLY LINE OF A COUNTY ROAD, KNOWN AS AGUA MANSA ROAD; THENCE SOUTH 30° 15' EAST ALONG SAID EASTERLY LINE OF SAID LOT, 354.28 FEET; THENCE SOUTH 30° 15' EAST ALONG SAID EASTERLY LINE OF SAID LOT 23, 275.84 FEET; THENCE SOUTH 58° WEST, 131.58

FEET; THENCE NORTH 32° WEST TO THE SOUTHERLY LINE OF SAID COUNTY ROAD; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF LOT 23, BANDINI DONATION, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 24, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 56° 30' WEST, 22.01 FEET AND SOUTH 32° 00' EAST, 79.42 FEET FROM THE MOST NORTHEASTERLY CORNER OF LOT 23; THENCE SOUTH 32° 00' EAST, 376.99 FEET; THENCE SOUTH 65° 57' WEST, 119.14 FEET; THENCE NORTH 37° 00' WEST TO THE SOUTHERLY LINE OF A COUNTY ROAD KNOWN AS AGUA MANSA ROAD; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID AGUA MANSA ROAD TO THE POINT OF BEGINNING.

EXCEPTING THE INTEREST CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED NOVEMBER 02, 1928 IN BOOK 432 PAGE 107 OFFICIAL RECORDS.

PARCEL 4:

THAT PORTION OF LOT 22, BANDINI DONATION, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 24, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 32° 00' EAST, 80 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 22, SAID POINT BEING THE INTERSECTION OF THE WESTERLY LINE OF LOT 22 WITH THE SOUTHERLY LINE OF A COUNTY ROAD, KNOWN AS AGUA MANSA ROAD; THENCE SOUTH 32° 00' EAST ALONG THE WESTERLY LINE OF LOT 22, 354.28 FEET; THENCE SOUTH 30° 15' EAST ALONG SAID WESTERLY LINE OF LOT 22, 445 FEET; THENCE NORTH 58° 00' EAST, 173.60 FEET; THENCE NORTH 32° 00' WEST TO THE SOUTHERLY LINE OF AGUA MANSA ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID LOT 22, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 32° 00' EAST, 434.28 FEET AND SOUTH 30° 15' EAST, 445 FEET ALONG THE WESTERLY LINE OF LOT 22 FROM NORTHWESTERLY CORNER OF LOT 22;

THENCE SOUTH 30° 15' EAST ALONG THE WESTERLY LINE OF LOT 22, 281 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 71° 00' EAST ALONG THE SOUTHERLY LINE OF LOT 22, 186.98 FEET; THENCE NORTH 32° 00' WEST, 322.93 FEET; THENCE SOUTH 58° 00' WEST, 173.60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE INTEREST CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED NOVEMBER 02, 1928 IN BOOK 432 PAGE 107 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE FINAL ORDER OF CONDEMNATION CASE NUMBER 118997 RECORDED SEPTEMBER 1, 1964 IN BOOK 6224, PAGE 227 OF OFFICIAL RECORDS.

APNs:

0260-072-01-0-000
0260-072-02-0-000
0260-072-03-0-000
0260-072-04-0-000
0260-072-15-0-000
0260-072-16-0-000

Together with:

All that certain real property situated in the City of Colton, County of San Bernardino, State of California, described as follows:

LOT 22, BANDINI DONATION, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 24, RECORDS OF SAID COUNTY.

EXCEPTING THAT PORTION OF LOT 22, BANDINI DONATION, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 32° 00' EAST, 80 FEET FROM NORTHWEST CORNER OF SAID LOT 22, SAID POINT BEING INTERSECTION OF THE WESTERLY LINE OF LOT 22, WITH SOUTHERLY LINE OF A COUNTY ROAD KNOWN AS AGUA MANSA ROAD; THENCE SOUTH 32° 00' EAST ALONG WESTERLY LINE OF LOT 22, 354.88 FEET; THENCE SOUTH 30° 15' EAST ALONG SAID WESTERLY LINE OF SAID LOT 22, 445 FEET; THENCE NORTH 58° 00' EAST, 173.00 FEET; THENCE NORTH 32° 00' WEST TO SOUTHERLY LINE OF AGUA MANSA ROAD; THENCE NORTHWESTERLY ALONG SOUTHERLY LINE OF SAID AGUA MANSA ROAD TO POINT OF BEGINNING.

ALSO, EXCEPTING THAT PORTION OF LOT 22, BANDINI DONATION, RECORDED IN BOOK 3 OF MAPS, PAGE 24, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 32° 00' EAST, 434.28 FEET; AND SOUTH 30° 15' EAST 445 FEET ALONG WEST LINE OF LOT 22, FROM NORTHWESTERLY CORNER OF SAID LOT 22;

THENCE SOUTH 30° 15' EAST ALONG WESTERLY LINE OF LOT 22, 281 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 22; THENCE NORTH 71° 00' EAST ALONG SOUTHERLY LINE OF LOT 22, 186.98 FEET; THENCE NORTH 32° 00' EAST, 322.93 FEET; THENCE SOUTH 58° 00' WEST, 173.60 FEET TO THE POINT OF BEGINNING.

ALSO, EXCEPTING THAT PORTION, AS CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, OF THAT PART OF LOTS 13-1/2, 14, 16, 17, 18, 19, 20, AND 22, BANDINI DONATION, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 24, RECORDS OF SAID COUNTY, DESCRIBED IN DEED RECORDED JUNE 2, 1954 IN BOOK 3394 PAGE 373, OFFICIAL RECORDS, SAID PORTION BEING ALL OF SAID PART LYING WITHIN A STRIP OF LAND 1050

FEET IN WIDTH, BEING 525 FEET ON EACH SIDE OF, MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT IN THE WESTERLY LINE OF RANCHO SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DISTANT NORTH 19° 36' 20" WEST ALONG SAID WESTERLY LINE, 2083.09 FEET FROM A 1" IRON PIPE MARKING THAT CERTAIN CORNER OF SAID RANCHO SAN BERNARDINO COMMONLY KNOWN AS R. S. B. NO. 2; THENCE NORTHWESTERLY 902.41 FEET ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2000 FEET AND A CENTRAL ANGLE OF 25° 51' 08", THE BEGINNING TANGENT THEREOF BEARING NORTH 84° 06' 56" WEST; THENCE NORTH 58° 15' 48" WEST, 1542.71 FEET; THENCE WESTERLY 5321.53 FEET ALONG A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2950 FEET AND A CENTRAL ANGLE OF 103° 21' 22"; THENCE SOUTH 18° 22' 50" WEST, 2713.73 FEET; THENCE SOUTHWESTERLY, 1534.19 FEET ALONG A TANGENT CURVE CONCAVE TO NORTHWEST, HAVING A RADIUS OF 5000 FEET AND A CENTRAL ANGLE OF 17° 34' 50"; THENCE SOUTH 35° 57' 40" WEST, 3253.02 FEET TO THE POINT OF TERMINATION IN THE CENTER LINE OF RIVERSIDE-RIALTO ROAD (A 66-FOOT STREET), DISTANT ALONG SAID CENTERLINE 12° 57' 07" EAST, 4753.39 FEET FROM THE INTERSECTION OF SAID CENTER LINE OF RIVERSIDE-RIALTO ROAD WITH THE CENTER LINE OF AGUA MANSA ROAD (A 50-FOOT STREET).

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE NORTHERLY LINE OF AGUA MANSA ROAD AS CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED NOVEMBER 2, 1928 IN BOOK 432, PAGE 107, OFFICIAL RECORDS.

(APN: 0260-072-14-0-000)

EXHIBIT B
CITY EASEMENT AND CITY WELL

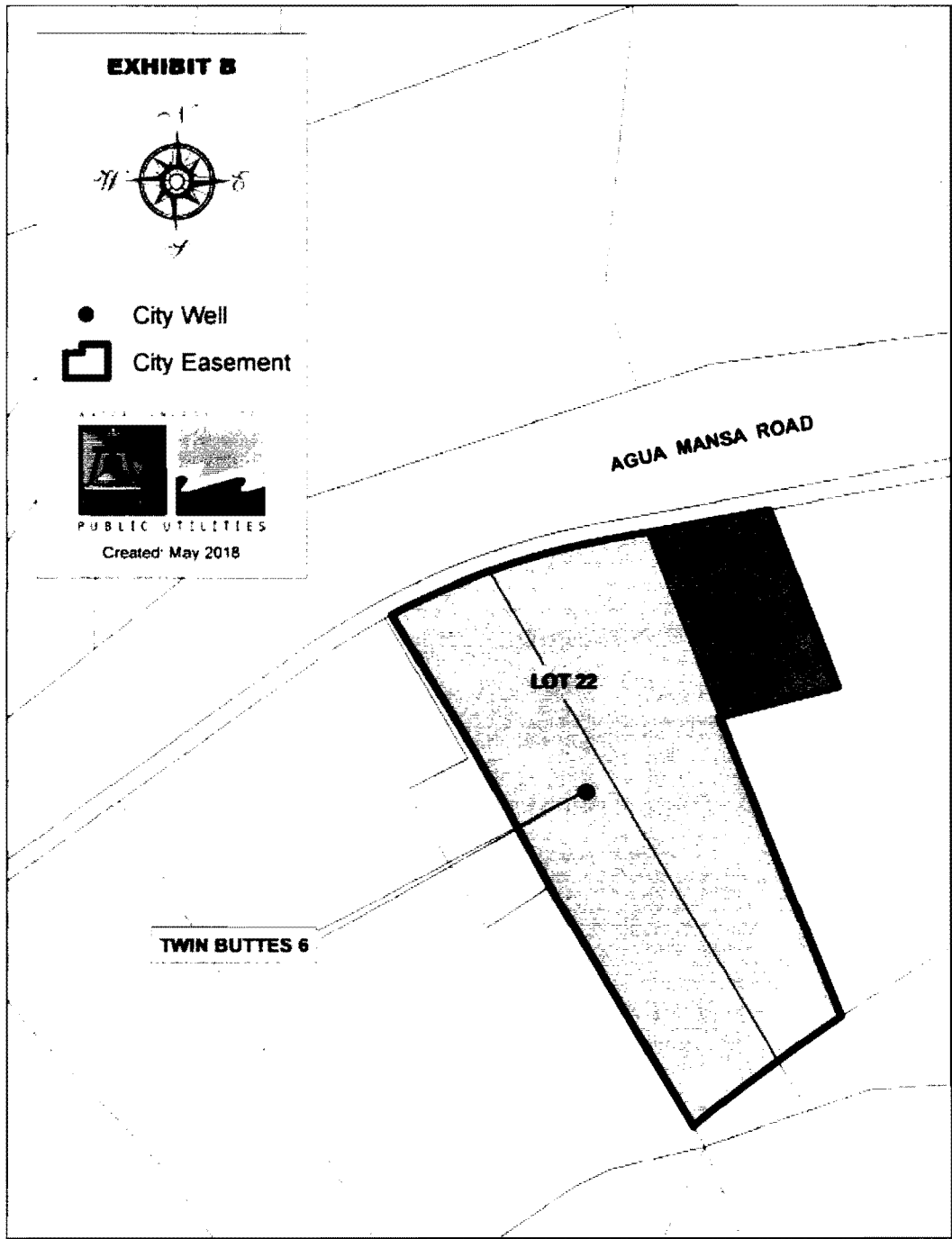


EXHIBIT C

WELL RELOCATION WORK

Exhibit C

Well Relocation Work

- The existing well must be destroyed per California Department of Water Resources and San Bernardino County Public Health Environmental Health Services standards.
- The monitoring well must be completed per California Department of Water Resources standards and by a licensed driller.
- Contractor is responsible to procure all permits.
- City shall have final approval over the location for the replacement monitoring well.
- Developer/Owner shall provide engineering drawings identifying the replacement well location and easement which will be reviewed and approved by the City.
- Well drilling and well construction activity must include oversight from a licensed Geologist (PG) or Certified Hydrogeologist (CHG)
- Construction of the nested monitoring well shall closely follow the enclosed monitoring well diagram. The diagram has been provided to convey the construction details that the City requires. Contractor shall review the diagram and provide any suggested improvements or revisions to the City for final approval prior to constructing the well.
- The well construction details shall be modified by the PG or CHG in the field following evaluation of data collected during the initial drilling process. A City representative will be onsite during this time to provide approval of any modifications to the monitoring well. Once approval is received from the City, well construction shall proceed per the spec and recommendations of the PG/CHG.
- The monitoring well must be properly developed before being turned over to the City, producing clean water with a turbidity of less than 10 NTU.
- Deliverables to the City include:
 - o Geophysical survey consisting of GAMA log and resistivity.
 - o Well Completion report, which must be submitted to the state by the driller or developer/owner. The completion report must be approved by the City before being sent to the state.
 - o Copy of Well Destruction permit.
 - o Well Development log.
- The nested monitoring well must be delivered to the City with a lockable, secure well cover that will utilize a master lock for locking the lid.
- Should the well be located in an area that has the potential to have truck traffic, balusters shall be installed to ensure the nested monitoring well is protected.



EXHIBIT D

INSURANCE

INSURANCE REQUIREMENTS

Each contractor performing any portion of the Well Relocation Work shall secure and maintain, at its own expense, and with companies with a Best rating of no less than A and a Financial Rating of at least VII, the following minimum insurance coverages:

A. Workers' compensation insurance (statutory limits in accordance with the laws of the state in which the Well Relocation Work shall be performed) and employer's liability insurance with limits not less than:

- (i) \$1,000,000 bodily injury by accident (each accident);
- (ii) \$1,000,000 bodily injury by disease (policy limit); and
- (iii) \$1,000,000 bodily injury by disease (each employee).

B. Business automobile liability insurance, including liability arising out of "any auto" or all owned, non-owned, leased and hired automobiles, trucks, trailers and semi-trailers with limits of not less than \$1,000,000 each accident.

C. Commercial general liability insurance, written on an occurrence basis only (a "modified occurrence" or "claims made" policy is not acceptable), providing coverage for bodily injury, property damage, personal and advertising injury and contractual liability, for premises-operations (including, but not limited to, explosion, collapse and underground coverage) and for products-completed operations, with limits not less than:

- (i) \$1,000,000 bodily injury and property damage per occurrence limit,
- (ii) \$2,000,000 annual general aggregate limit,
- (iii) \$1,000,000 personal injury and advertising injury limit, and
- (iv) \$2,000,000 annual products-completed operations aggregate limit.

Such commercial general liability policy shall name, by endorsement, the City and its officers, agents and employees as additional insureds, which endorsement shall state that it includes completed operations coverage. It is further agreed and the endorsement shall provide that such insurance afforded by this policy for the benefit of the additional insureds shown shall be primary insurance but only as respects any claims, loss or liability arising out of the operations of the named insureds, and any insurance maintained by the additional insureds shall be non-contributing.