

**RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:**

GLOBAL INVESTMENT POOL LLC,
100 Bayview Circle, Suite 2000
Newport Beach, California 92660
Attn: Legal Department

(Space Above This Line For Recorder's Use)

**AGREEMENT REGARDING
SURFACE RUNOFF ACROSS PROPERTY LINE
(TRACT MAP 36785 & LIBERTY HIGH SCHOOL)**

WHEREAS, GLOBAL INVESTMENT POOL LLC, a Delaware limited liability company ("Global Investment Pool"), is the owner of that certain real property located in the County of Riverside designated as Assessor's Parcel No. 466-210-082, 466-210-083, 466-440-029, and 466-400-027, and legally described on **Exhibit A** attached hereto ("Property A").

WHEREAS, PERRIS UNION HIGH SCHOOL DISTRICT ("PUHSD") is the owner of that certain real property located in the County of Riverside designated as Assessor's Parcel No. 466-210-060 and 466-210-061, and legally described on **Exhibit B** attached hereto ("Property B").

WHEREAS, Global Investment Pool and PUHSD shall hereby individually be referred to as "Party" and collectively referred to as "Parties."

WHEREAS, Property A and Property B share common property lines of approximately 2,000 feet, and the Parties hereby enter into this Agreement Regarding Surface Runoff Across Property Line (this "Agreement") to allow surface runoff to cross the common property line, as shown on the diagram attached hereto as **Exhibit C**, under the conditions and terms described herein.

WHEREAS, for clarity, the northwesterly property lines of Parcel No. 466-210-060 of PUHSD's Property B share a common boundary with Parcel Nos 466-210-082 and 466-210-027 of Property A owned by Global Investment Pool. Moreover, PUHSD's **Property B** westerly property line of Parcel No. 466-210-061 shares a common boundary with Parcel Nos. 466-210-082, 466-440-029, and 466-210-083 of Property A owned by Global Investment Pool.

THEREFORE, the Parties hereby agree as follows:

1. Based on the final graded condition, an area that varies in width from 30 feet to 45 feet along the common property line, as depicted in **Exhibit C** attached hereto, may lead surface runoff to flow across the common property line in the designated location shown in **Exhibit C**. The Parties hereby agree, under the conditions and terms described herein, to allow this surface runoff to cross the property line limited to the areas and to the dimension shown on **Exhibit C**. The surface runoff allowed to cross the property line pursuant to this Agreement will be limited to

landscape irrigation and stormwater, and must comply with any and all applicable federal, state, and local laws, regulations, ordinances, and/or standards regarding the permitted amount of surface runoff, and shall not exceed magnitudes or levels of concentration such that the surface runoff would impact flow to neighboring properties ("Agreed Upon Surface Runoff"), or substantially interfere with a Party's beneficial use of its property.

2. The Parties hereby agree and acknowledge that the agreement herein to allow the Agreed Upon Surface Runoff flows is conditioned on both parties maintaining proper landscaping and maintenance on their respective properties along the graded slopes and the common boundary, and on the obligation that any surface runoff permitted to cross the boundary lines will be neither materially concentrated nor materially increased in magnitude, from the current concentration and magnitude, in the future.

3. The Parties hereby acknowledge and agree that, in the event that (1) either Party fails to maintain proper landscaping and maintenance on their respective properties along the graded slopes and the common boundary, (2) any flows other than the Agreed Upon Surface Runoff cross the property line (including but not limited to surface runoff of increased concentration or magnitude, or flows of a nature other than landscape irrigation and/or stormwater), (3) any flows are found noncompliant with any applicable federal, state, and local laws, regulations, ordinances, (4) any flow is found to impact neighboring properties (5) flows substantially interfere with a Party's beneficial use of its property, or (6) Agreed Upon Surface Runoff otherwise causes unusual and/or unforeseeable damage to either Party's property, each Party shall have the right to notify the other Party of an obligation to cure the damage caused by the surface runoff. Such notice to cure shall be made in writing and provided to the other Party within thirty (30) business days of such Party's discovery of the condition and/or damage.

4. Upon receipt of a notice to cure, PUHSD shall grant Global Investment Pool access to Property B to view and cure the damage caused by the surface runoff, and/or Global Investment Pool shall grant PUHSD access to Property A to view and cure the damage caused by the surface runoff, as applicable. Each Party shall bear their own costs incurred to cure any damage to the other Party's property due to surface runoff, or otherwise remediate any condition listed in Section 3, above. If a Party fails to cure the damage or remediate the condition within forty five (45) business days of receipt of a notice to cure, the requesting Party may cure the damage directly and charge the other Party such costs incurred as reasonable and necessary to effectuate the cure.

5. PUHSD and Global Investment Pool are signing this Agreement hereby granting reciprocal permission for allowing the Agreed Upon Surface Runoff to cross the property line based on the areas depicted on Exhibit C. Such acceptance of the Agreed Upon Surface Runoff shall run with and bind Property A and Property B, and any person or entity who acquires any right, title, or interest in or to any portion of Property A and/or Property B.

6. **Miscellaneous Terms:**

a. **Notices.** All notices and other communications given hereunder will be in writing. Notices will be effective when delivered, if delivered personally. Otherwise, they will be effective when sent to the Parties at the addresses listed below, as follows: (i) on the business day delivered (or the next business day following delivery if not delivered on a business day) if

personally delivered or sent by overnight delivery courier; (ii) the next business day after transmission by confirmed electronic mail, facsimile or electronic means; or (iii) three (3) business days after mailing if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested to the address listed below:

IF TO GLOBAL INVESTMENT POOL: Global Investment Pool LLC,
100 Bayview Circle, Suite 2000
Newport Beach, California 92660
Attn: Legal Department

IF TO PUHSD: Perris Union High School District
155 E 4th Street
Perris, CA 92570
Attn: Hector Gonzalez, Director of Facilities

Any person or entity may change the address or number to which notices are to be delivered to him, her or it by giving the other persons or entities named above notice of the change in the manner set forth above.

b. **Attorney's Fees.** If any action is brought by either Party against the other Party hereunder, each Party shall be responsible for its own expenses, including legal and accounting fees, for the prosecution or defense of such action.

c. **Headings.** The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

d. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

e. **Force Majeure.** No liability hereunder will result to either Party by reason of delay or inability in performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, acts of governmental authority, fire, flood, war, terrorism, civil unrest, labor unrest, government orders or guidelines, illness, or disease.

f. **Entire Agreement.** This Agreement and its Exhibits hereto constitute the complete agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Any ambiguity in this Agreement shall be resolved in favor of the meaning that permits the Parties to comply with applicable law and any current regulations promulgated thereunder. Any failure of a Party to exercise or enforce any of its rights under this Agreement shall not act as a waiver of such rights.

g. **Amendments; Modifications.** Any amendments, modifications, or changes to this Agreement or the services hereunder may only be made if agreed to in writing and

executed by the authorized representatives of the Parties.

h. **Construction.** The Parties have participated mutually in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted mutually by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

i. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.

j. **Authority to Enter into Agreement.** Each Party hereby represents and warrants that it has the power and authority to enter into this Agreement.

k. **District Board Approval.** The Agreement shall become effective upon approval or ratification by the PUHSD's Governing Board.

l. **Dispute Resolution.** Any controversy or claim arising out of or related to this Agreement or the alleged breach thereof, that is not otherwise cured in accordance with the notice and cure procedure provided in Sections 3 and 4, above, shall be sent by the claimant Party ("Claimant") via registered or certified mail to the other Party ("Respondent"). The Respondent must review and provide a written response to Claimant within thirty (30) days of receipt of any such claim, and any claim is deemed rejected in its entirety if not responded to within the thirty (30) day period. If the Claimant disputes the Respondent's written response, or lack of response, the Claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Respondent shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Respondent shall provide the Claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within (60) sixty days after the Respondent issues its written statement. Any disputed portion of the claim, as identified by the Claimant in writing, shall be submitted to nonbinding mediation, with the Respondent and the Claimant sharing the associated costs equally. The Respondent and Claimant shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

If mediation is unsuccessful, the Parties may pursue any and all rights in law or in equity to resolve any remaining disputes or claims. The Parties acknowledge that one such option may include binding arbitration if the Parties mutually agree to pursue arbitration at that time.

IN WITNESS WHEREOF, Global Investment Pool and PUHSD have executed this instrument as of December 6, 2022.

**GLOBAL INVESTMENT POOL LLC,
a Delaware limited liability company**

By: IHP Capital Partners VI, LLC,
a Delaware limited liability company,
Its Sole Member

By: Institutional Housing Partners VI L.P.,
a California limited partnership,
Its Manager


By: IHP Capital Partners,
a California corporation
Its General Partner

By: 
Eric Koff
Senior Vice President

By: 
Barry S. Villines
Chief Financial Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PERRIS UNION HIGH SCHOOL DISTRICT

By: 

Name: Candance Reines

Title: Deputy Superintendent, Business Services

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 December 6, 2022, before me, Sharon L. Pozos, a Notary Public, personally appeared Eric Koff and Barry S. Villines, 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature



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 Riverside)

On Dec. 7th, before me, Sylvia Hinojosa, a Notary Public, personally appeared Candace Reines, 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature

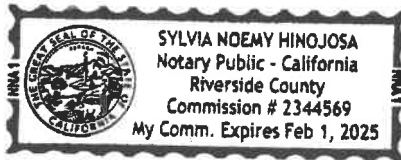


Exhibit A

Legal Description of Property A

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

OPEN SPACE LOT 66 OF TRACT NO. 36785-1 RECORDED IN BOOK 477, PAGES 57 THROUGH 65 OF MAP RECORDS OF SAID COUNTY.

OPEN SPACE LOT 85 OF TRACT NO. 36785-6 RECORDED IN BOOK 479, PAGES 99 THROUGH 107 OF MAP RECORDS OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBERS: 466-400-027, 466-210-082, 466-440-029 AND 466-210-083

Exhibit B

Legal Description of Property B

THAT PROPERTY LYING IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF THE EASTERLY HALF OF NORTHEASTERLY QUARTER OF SECTION 18 , T6S, R2W, S.B.M. MORE PARTICULAR DESCRIBED AS FOLLOWS:

ALL OF LOT "A" OF LOT LINE ADJUSTMENT NO.5355, RECORDED ON JANUARY 11, 2010, AS DOCUMENT NO. 2010-0010216 ON FILE AT THE COUNTY RECORDER'S OFFICE OF SAID COUNTY OF RIVERSIDE, TOGETHER WITH ALL OF PARCEL 4 OF PARCEL MAP NO. 10277, PMB 46 PAGE 8 ON FILE AT THE COUNTY RECORDER'S OFFICE OF SAID COUNTY OF RIVERSIDE.

CONTAINING: 46.56 ACRES

APN 466-021-060 & APN 466-021-061

Exhibit C

Diagram of Property A and Property B

EXHIBIT C

