

## ACCESS, INDEMNITY AND GRADING AGREEMENT

This Access, Indemnity and Grading Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Global Investment Pool LLC, a Delaware limited liability company ("Developer"), and Perris Union High School District, a public school district organized and existing under the laws of the State of California ("District"), with respect to the following:

### RECITALS

- A. District and Developer are parties to that certain Amended and Restated School Facilities Funding and Mitigation Agreement dated June 3, 2019 ("Facilities Agreement"). The Amended and Restated Facilities Agreement was entered into in connection with that certain residential development which is set forth on Tract Map No. 36785 ("Approved Map"). Capitalized terms not defined herein have the meaning set forth in the Facilities Agreement.
- B. Developer is commencing construction of certain preliminary road and drainage improvements as required by the County of Riverside in connection with the Approved Map and is seeking permission from District to enter the High School Property to perform grading and other activities in furtherance of such improvements.
- C. Developer is further seeking certain easements in connection with drainage improvements that will be located on or adjacent to the High School Property as contemplated in the Facilities Agreement.
- D. Consistent with the Facilities Agreement, District is willing to grant certain rights of way and easements on the terms and conditions set forth herein.

### AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. This Agreement shall be effective on the later date of its execution, as indicated by the later day and year provided below the parties' signatories' signatures on the signature page hereto ("Effective Date"), and shall continue in effect for twenty-four (24) months following the commencement of construction within the High School Property (the "Access Period").
2. Right of Entry and Completion of Work.
  - (a) Grading Work. During the Access Period, Developer shall have the right, at Developer's sole cost and expense, to perform certain grading work (the "Grading Work") upon the District's Property and County Right-of-Way in accordance with the grading plans and specifications approved by the County of Riverside. Additionally, transitional grading shown on the approved plans, and within the District's property, will be performed in accordance with the

specifications and criteria outlined in the Perris Union High School District's Department of the State Architect approved plans and geotechnical report, for the construction of Tract Map No. 36785 and related improvements and infrastructure (the "Grading Plans") and in accordance with this Agreement.

(b) Drainage Facilities. During the Access Period, Developer shall have the right, at Developer's sole cost and expense, to install the storm water drainage facilities that are described on Exhibit "A-1" ("Line 1 Facilities") and Exhibit "A-2" ("Line G-2 Facilities") attached hereto and incorporated herein by this reference (collectively, the "Drainage Facilities").

(c) Scope of Work. The rights granted to Developer in Sections 2(a) and 2(b) include a right to ingress and egress, to place equipment and materials, and to install, construct, reconstruct, remove and replace, inspect, survey, maintain, repair, and improve, and otherwise use the High School Property as necessary for the Grading Work and construction of the Drainage Facilities.

(d) Compliance with Law. Developer acknowledges and agrees that the Grading Work and the Drainage Facilities shall be completed in compliance with this Agreement and all laws, ordinances, rules, regulations and requirements of all governmental and public authorities having jurisdiction over the High School Property or any aspect thereof, including without limitation, all environmental laws, worker safety rules and proper disposal of any disturbed or discarded materials.

(e) Maintenance of Manufactured Slopes. It is contemplated that the Grading Work on the High School Property will include the creation of certain manufactured slopes within the western and southern boundaries of the High School Property as depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Installed Slopes"). Developer will maintain the Installed Slopes in accordance with the requirements of Developer's Stormwater Pollution Prevention Plan ("SWPPP") and permit requirements of the Regional Water Quality Control Board ("RWQCB") until such time as (i) a determination has been made by the RWQCB that the slopes meet stabilization requirements and a change of information has been approved removing the subject area from Permit coverage; or (ii) the District commences its own work on the High School Property, in which case the District will take over responsibility for the permit coverage on the High School Property.

(f) Warranty and Permits. Developer or any Developer Party, as applicable, shall perform all work necessary to complete the Grading Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and at no time exercising less than a reasonable standard of care. Developer represents and maintains that it or its contractors or its agents shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

3. Easements and Acceptance of Flow. District agrees that upon completion of the Grading Work and the Drainage Facilities, it will execute and deliver the following documents in favor of Developer, its successors and assigns:

- (a) an Irrevocable Offer to Dedicate a temporary easement for the maintenance, repair, and operation of the Line 1-A Facilities to the County of Riverside in the form attached hereto as Exhibit "C". Temporary easement within the District's property, shall be vacated once the ultimate High School's storm drain is connected and constructed;
- (b) an Irrevocable Offer to Dedicate an easement for the use, maintenance and repair of the Line G-2 Facilities to the County of Riverside in the form attached hereto as Exhibit "D";
- (c) an Irrevocable Offer to Dedicate an easement for the maintenance and repair of Line 1 along the southwest corner of the High School Property adjacent to the intersection of Brandon Lane and Wickerd Road to the County of Riverside in the form attached hereto as Exhibit "E"; and
- (d) Certificate of Acceptance for the Change in Flow Concentration associated with the Draining Facilities as set forth in the forms attached hereto as Exhibit "F".

4. Wickerd Road Improvements. Developer is undertaking grading in connection with future improvements to Wickerd Road that are required by the County of Riverside as alternative access to the Property between Brandon Lane and Leon Road. The County has imposed additional requirements on the District to widen Wickerd Road at such time as the high school is built as described in the Facilities Agreement. The current work does not include the improvements contemplated pursuant to Section 5.1 of the Facilities Agreement, which will occur later in the development process. Notwithstanding the foregoing, Developer agrees that it will conduct its grading within Wickerd Road in a manner that is consistent with the future road improvement work that will be required from the District.

5. Impact on Facilities Agreement. All of the obligations of the parties with respect to the Facilities Agreement shall remain in full force and effect and nothing contained herein modifies or amends those obligations.

6. Indemnification and Release. To the fullest extent permitted by law, Developer shall defend, indemnify and hold the District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Developer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Developer or its agent(s), including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

7. Insurance. Developer or its agents shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has (a) comprehensive commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury, death and property damage to third parties and (b) automotive liability insurance with a limit of not less than \$1,000,000 in the aggregate. All insurance policies, except workers' compensation, required or provided pursuant to this Agreement, shall be endorsed to name the District, and its board members, officers, employees, representatives, agents and consultants as additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to any Additional Insureds. Any of the Additional Insureds named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on the policies required hereunder or any extension thereof. Any other insurance, self-insurance, or joint self-insurance held by any of the Additional Insureds shall not be required to contribute anything toward any loss or expense covered by the insurance required hereunder and shall be considered excess as to the Additional Insureds.

8. Notices. All notices, approvals, demands, or other communications required or permitted under this Agreement shall be delivered to the signatories of this Agreement in accordance with the terms of the Facilities Agreement.

9. Miscellaneous.

(a) District and Developer each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. Because their respective counsel have participated in the preparation of this Agreement, any uncertainty or ambiguity in this Agreement shall not be construed for or against either party.

(b) No failure or delay of any party in the exercise of any right given to such party hereunder, or the waiver by any party of any condition hereunder for its benefit, shall constitute a waiver of any other or further right, nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or subsequent breach hereof.

(c) This Agreement shall be governed by, and construed in accordance with, California law. This Agreement may be altered, amended or modified only by written instrument signed by both parties hereto; this Agreement may not be altered, amended or modified orally. All exhibits attached to this Agreement are incorporated by reference into this Agreement.

(d) Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(f) Any captions to, or headings of, the Paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

*[Signatures on Following Page]*

**SIGNATURE PAGE TO  
ACCESS, INDEMNITY AND GRADING AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year provided below.

**DISTRICT:** PERRIS UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: IHP Capital Partners VI, LLC,  
a Delaware limited liability company  
Its 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: \_\_\_\_\_

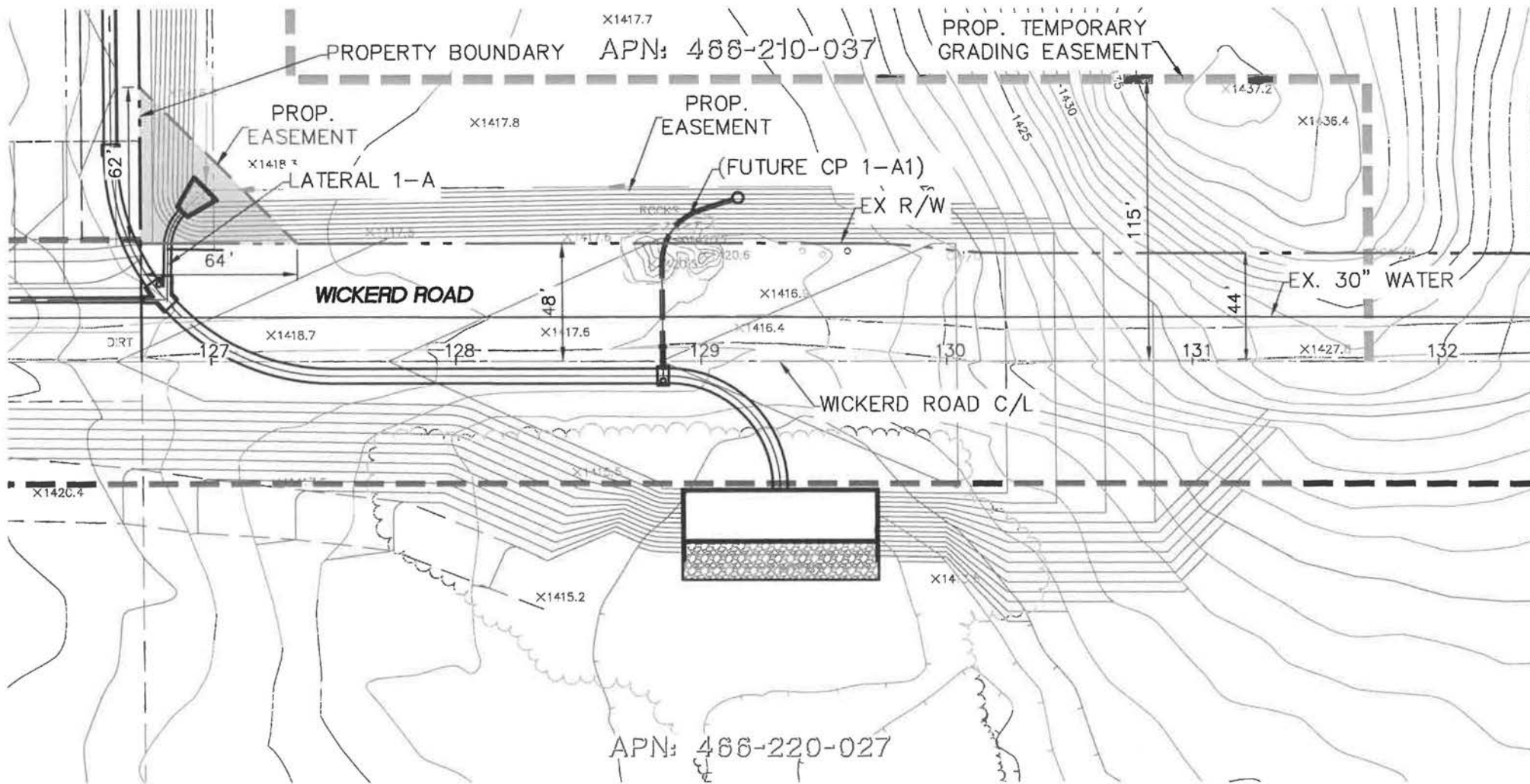
By: \_\_\_\_\_

**EXHIBIT "A-1"**







**DESCRIPTION OF LINE 1 STORM DRAIN FACILITIES  
PROPOSED ACCESS AND EASEMENT**

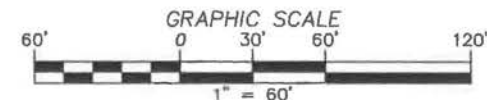
**See Attached**

# LINE 1 FACILITIES PROPOSED ACCESS AND EASEMENTS



## LEGEND

	ULTIMATE RIGHT-OF-WAY		RCFC&WCD EASEMENT FOR PURPOSES OF STORM DRAIN MAINTENANCE & OPERATION
	TEMPORARY GRADING EASEMENT		EXISTING RIGHT-OF-WAY
	PROPOSED STORM DRAIN EASEMENT		PROPERTY BOUNDARY



**JCG** Engineering & Consulting, Inc.  
 41660 IVY STREET, SUITE A  
 MURRIETA, CA 92562  
 PH. 951.304.9552 FAX 951.304.3568  
 EYLDIT A 4

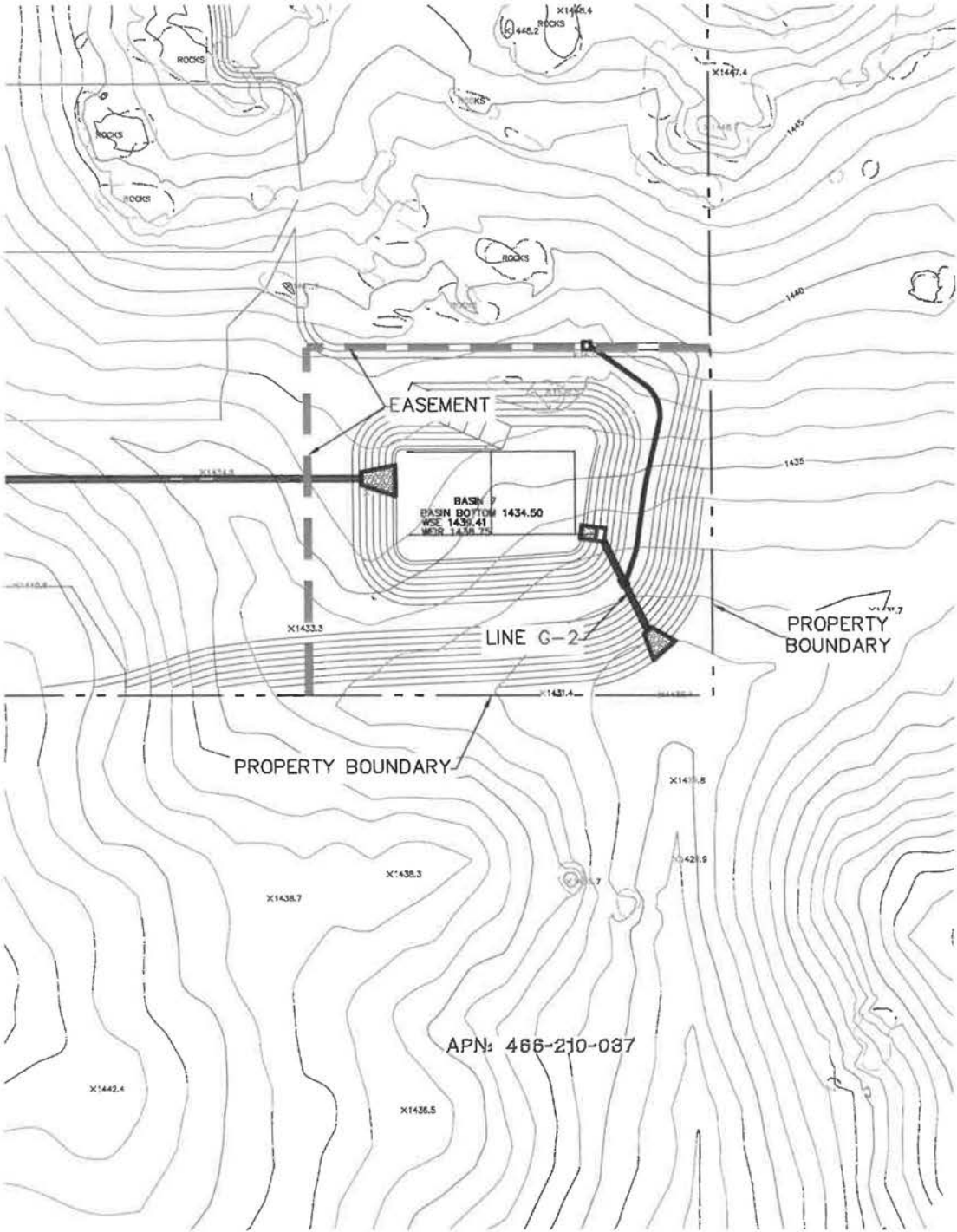


**EXHIBIT "A-2"**



**DESCRIPTION OF LINE G-2 STORM DRAIN IMPROVEMENTS  
PROPOSED ACCESS AND EASEMENT**

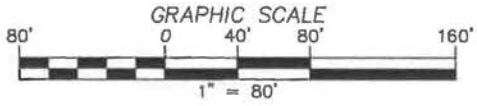
**See Attached**

**LINE G-2 FACILITIES  
PROPOSED ACCESS AND EASEMENTS**



**LEGEND**

-  PROPERTY LINE
-  PROPOSED STORM DRAIN & BASIN EASEMENT FOR COUNTY OF RIVERSIDE



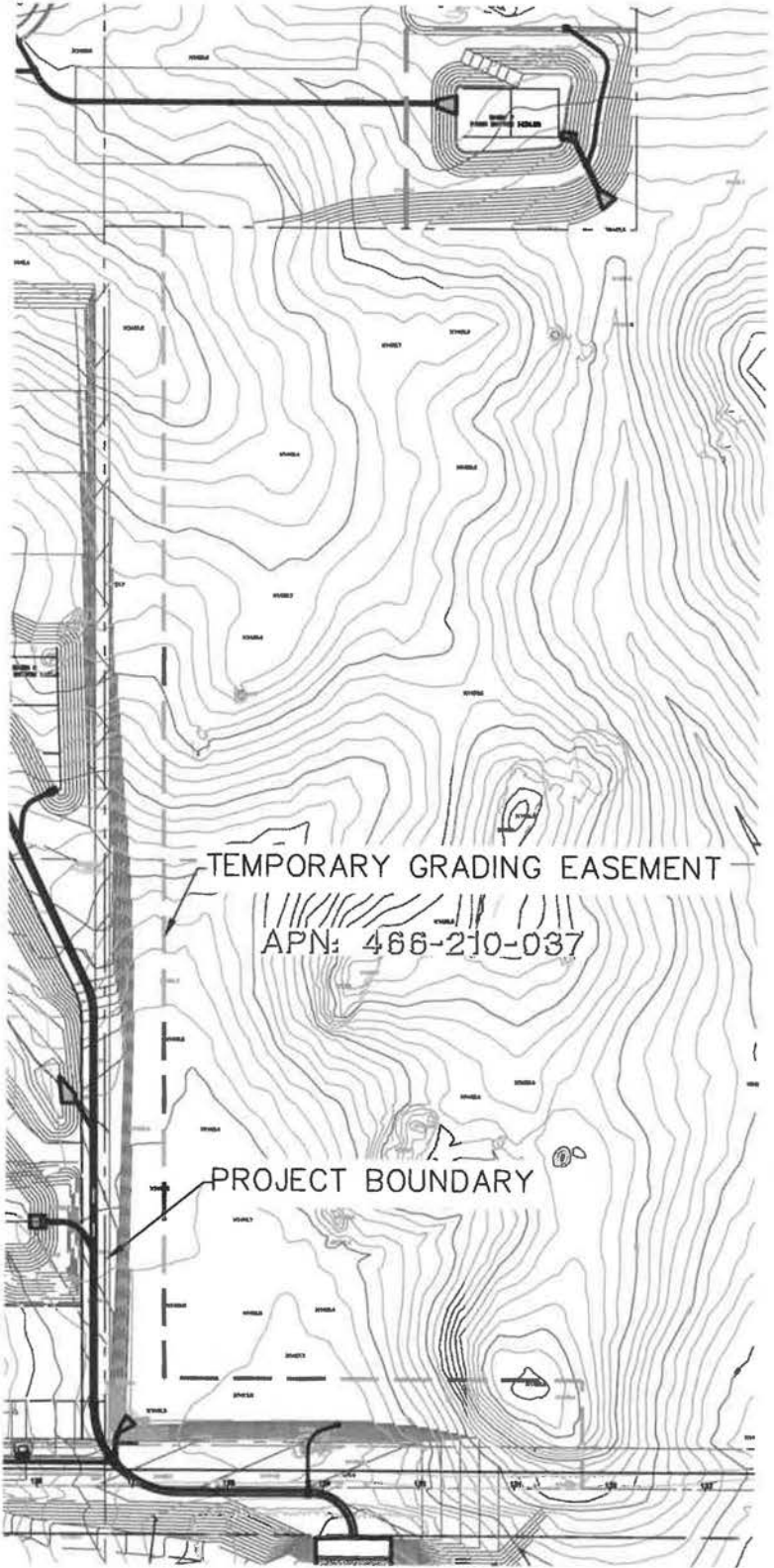
41660 IVY STREET, SUITE A  
MURRIETA, CA 92562  
PH. 951.304.9552 FAX 951.304.3568

**EXHIBIT "B"**

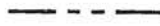


**DESCRIPTION OF INSTALLED SLOPES**

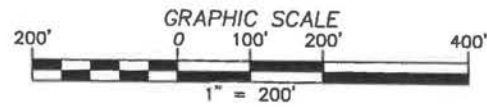
**See Attached**

# INSTALLED SLOPES



## LEGEND

-  PROJECT BOUNDARY LINE
-  TEMPORARY GRADING EASEMENT FOR MAINTENANCE AND OPERATION FOR COUNTY OF RIVERSIDE
-  PROPOSED STORM DRAIN & BASIN EASEMENT FOR COUNTY OF RIVERSIDE



**JLC** Engineering & Consulting, Inc.

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**EXHIBIT “C”**

**IRREVOCABLE OFFER OF DEDICATION FOR LINE 1-A FACILITIES**

**See Attached**

**CONSENT TO RECORD (GOV. CODE 7050)**

**THIS IS TO CERTIFY** that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_

**AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501**

**NO FEE (GOV. CODE 6103)**

Tract Map No. 36785  
APN: 466-210-037

**IRREVOCABLE OFFER OF DEDICATION  
FOR  
STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE 1-A OUTLET STRUCTURE)**

PERRIS UNION HIGH SCHOOL DISTRICT (“Grantor”) hereby Dedicates in Perpetuity to the Public, on behalf of RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, an easement for flood control and drainage purposes, included but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm water facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Attachment “1” and shown in Attachment “2” and made a part hereof.

PERRIS UNION HIGH SCHOOL DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Notary Attached)

ATTACHMENT 1  
TO  
IRREVOCABLE OFFER OF DEDICATION  
FOR STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE 1-A OUTLET STRUCTURE)

LEGAL DESCRIPTION OF EASEMENT AREA

That certain real property located in the County of Riverside, State of California, described as follows:

*[Legal description to be finalized consistent with the map attached hereto as Attachment 2 upon final approval by the County of Riverside.]*

ATTACHMENT 2  
TO  
IRREVOCABLE OFFER OF DEDICATION  
FOR STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE 1-A OUTLET STRUCTURE)

MAP OF EASEMENT AREA



**EXHIBIT “D”**

**IRREVOCABLE OFFER OF DEDICATION FOR LINE G-2 FACILITIES**

**See Attached**

**CONSENT TO RECORD (GOV. CODE 7050)**

**THIS IS TO CERTIFY** that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_

**AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501**

**NO FEE (GOV. CODE 6103)**

Tract Map No. 36785  
APN: 466-210-040

**IRREVOCABLE OFFER OF DEDICATION  
FOR  
STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE G-2 OUTLET STRUCTURE)**

PERRIS UNION HIGH SCHOOL DISTRICT (“Grantor”) hereby Dedicates in Perpetuity to the Public, on behalf of RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, an easement for flood control and drainage purposes, included but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm water facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Attachment “1” and shown in Attachment “2” and made a part hereof.

PERRIS UNION HIGH SCHOOL DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Notary Attached)

ATTACHMENT 1  
TO  
IRREVOCABLE OFFER OF DEDICATION  
FOR STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE G-2 OUTLET STRUCTURE)

LEGAL DESCRIPTION OF EASEMENT AREA

That certain real property located in the County of Riverside, State of California, described as follows:

*[Legal description to be finalized consistent with the map attached hereto as Attachment 2 upon final approval by the County of Riverside.]*

ATTACHMENT 2  
TO  
IRREVOCABLE OFFER OF DEDICATION  
FOR STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE G-2 OUTLET STRUCTURE)

MAP OF EASEMENT AREA

**EXHIBIT “E”**

**IRREVOCABLE OFFER OF DEDICATION FOR LINE 1 MAINTENANCE**

**See Attached**

**CONSENT TO RECORD (GOV. CODE 7050)**

**THIS IS TO CERTIFY** that the County of Riverside consents to the recordation of this Irrevocable Offer of Dedication pursuant to a Cooperative Agreement recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_

**AFTER RECORDING RETURN TO:  
RIVERSIDE COUNTY FLOOD CONTROL  
1995 MARKET STREET, RIVERSIDE, CA 92501**

**NO FEE (GOV. CODE 6103)**

Tract Map No. 36785  
APN: 466-210-037

**IRREVOCABLE OFFER OF DEDICATION  
FOR  
STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE 1 MAINTENANCE)**

PERRIS UNION HIGH SCHOOL DISTRICT (“Grantor”) hereby Dedicates in Perpetuity to the Public, on behalf of RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, an easement for flood control and drainage purposes, included but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm water facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Attachment “1” and shown in Attachment “2” and made a part hereof.

PERRIS UNION HIGH SCHOOL DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Notary Attached)

ATTACHMENT 1  
TO  
IRREVOCABLE OFFER OF DEDICATION  
FOR STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE 1 MAINTENANCE)

LEGAL DESCRIPTION OF EASEMENT AREA

That certain real property located in the County of Riverside, State of California, described as follows:

*[Legal description to be finalized consistent with the map attached hereto as Attachment 2 upon final approval by the County of Riverside.]*

ATTACHMENT 2  
TO  
IRREVOCABLE OFFER OF DEDICATION  
FOR STORM WATER DRAINAGE FACILITIES EASEMENT  
(LINE 1 MAINTENANCE)

MAP OF EASEMENT AREA



**EXHIBIT "F"**

**CERTIFICATE OF ACCEPTANCE FOR FLOW CONCENTRATION**

**See Attached**

CERTIFICATE OF ACCEPTANCE  
OF CHANGE IN FLOW CONCENTRATION  
(TRACT MAP ) 36785

Perris Union High School District is the owner ("Owner") of that certain real property located in the County of Riverside designated as Assessor's Parcel Nos. 466-210-037 and 466-210-040 ("Property").

Pursuant to the requirements of the County of Riverside, Global Investment Pool LLC ("Global"), is constructing a storm drain system to provide flood protection in connection with its development of Tract Map 36785 ("System").

Two of the outlet structures for the System are located on the boundary of the Property and will alter the existing flow pattern of storm water onto the Property from a sheet flow condition to a concentrated flow condition. Attachment "A-1" and Attachment "A-2" attached hereto shows the design and location of the outlet pipe and the headwall and rip rap structure that will discharge to the Property ("Outlet Structure"). The Outlet Structures have been designed per County of Riverside requirements to reduce the velocities of storm water flow to be less than 6 feet per second, which are considered an acceptable rate by Riverside County Flood Control & Water Conservation District.

By signing this certificate of acceptance, Owner hereby gives its permission for the change in flow concentration on the Property in connection with the Outlet Structure.

PERRIS UNION HIGH SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

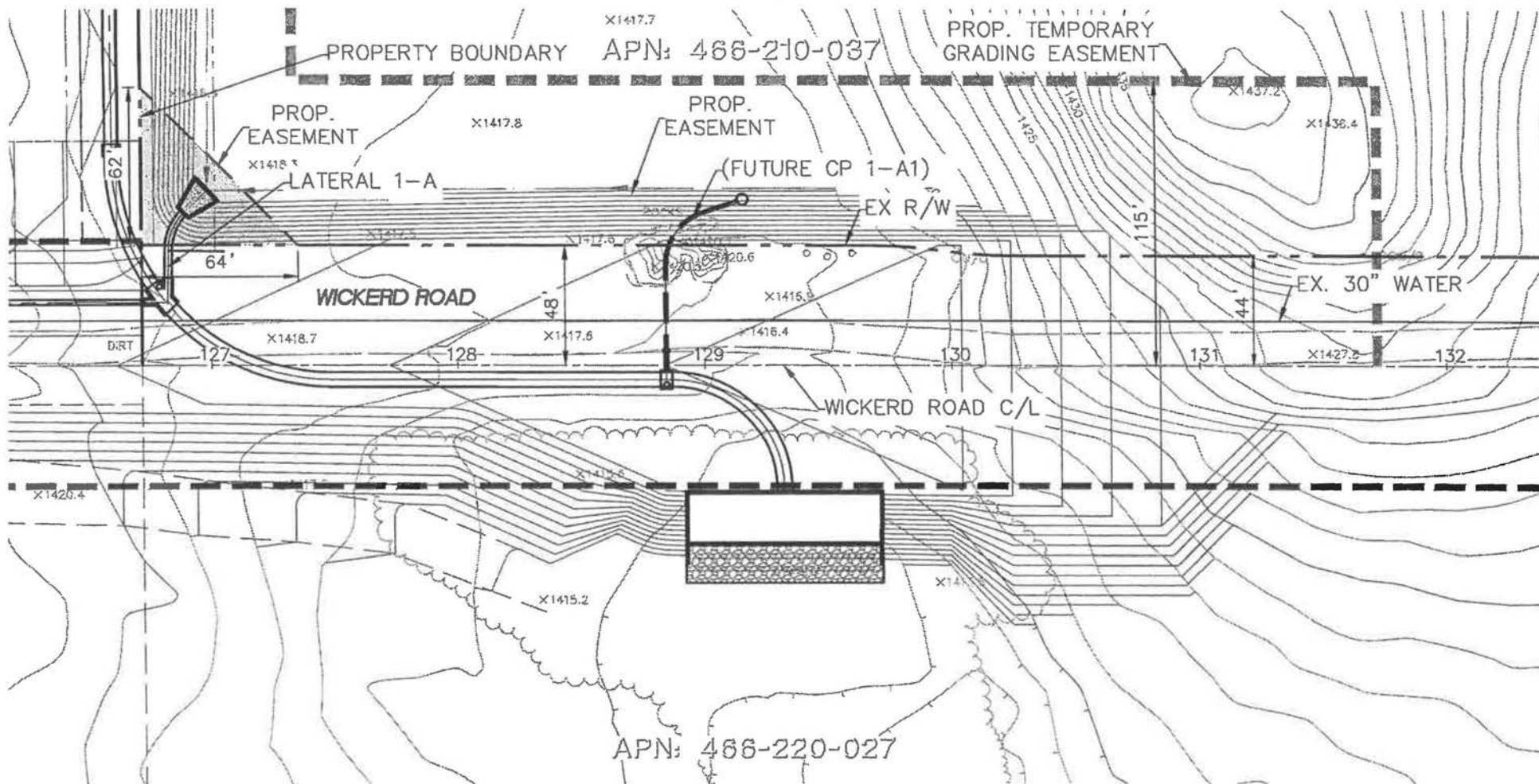
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ATTACHMENT 1  
TO  
CERTIFICATE OF ACCEPTANCE  
FOR FLOW CONCENTRATION




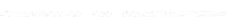


DESIGN OF OUTLET STRUCTURE – LINE 1-A

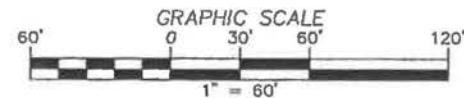
See Attached

# LINE 1-A FACILITIES DESIGN OF OUTLET STRUCTURE



## LEGEND

- |   |                               |   |   |
|---|-------------------------------|---|---|
|  | ULTIMATE RIGHT-OF-WAY         |  | RCFC&WCD EASEMENT FOR PURPOSES OF STORM DRAIN MAINTENANCE & OPERATION |
|  | TEMPORARY GRADING EASEMENT    |  | EXISTING RIGHT-OF-WAY   |
|  | PROPOSED STORM DRAIN EASEMENT |  | PROPERTY BOUNDARY   |



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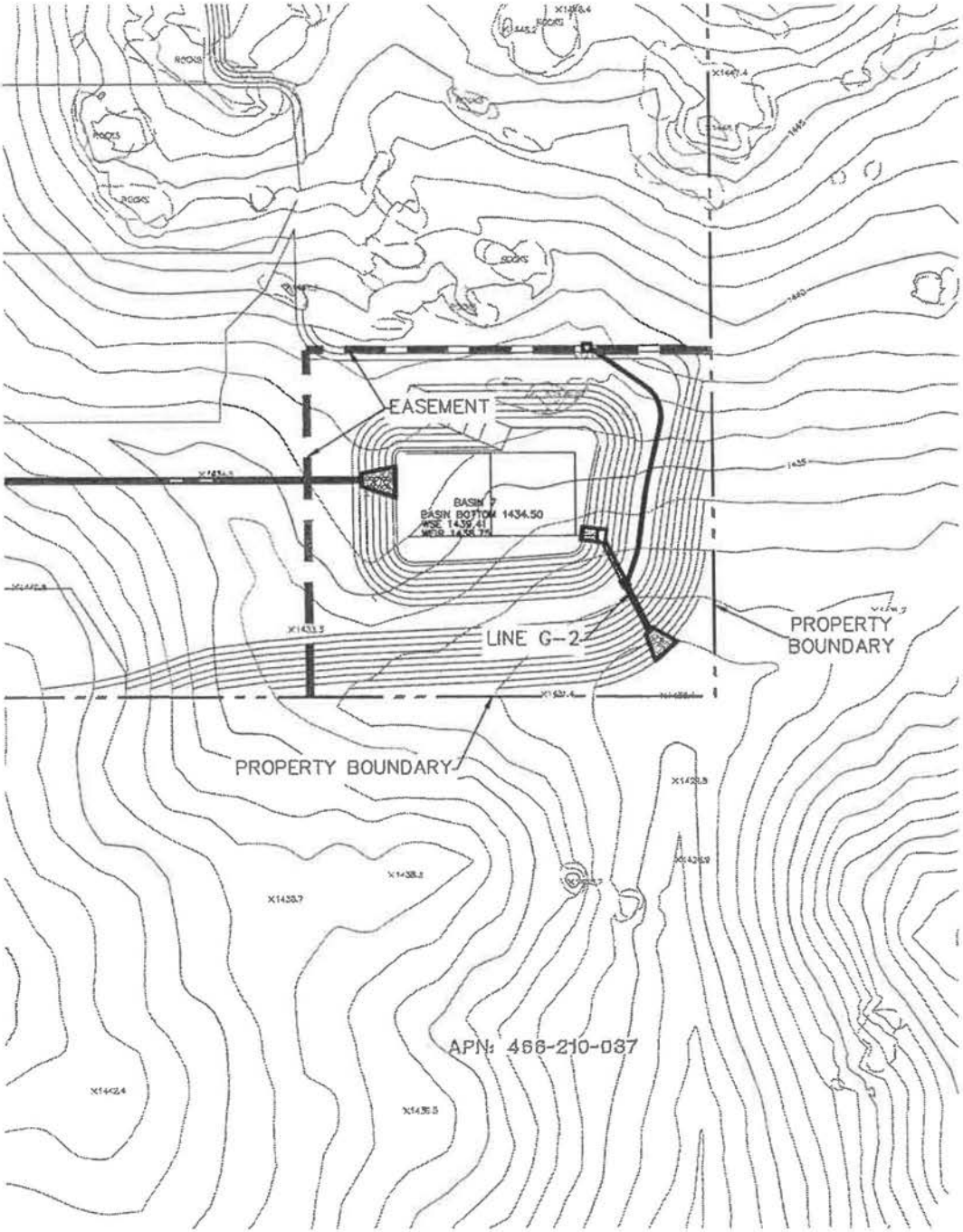
ATTACHMENT 1

ATTACHMENT 2  
TO  
CERTIFICATE OF ACCEPTANCE  
FOR FLOW CONCENTRATION



DESIGN OF OUTLET STRUCTURE – LINE G-2

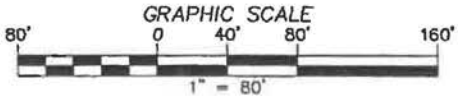
See Attached

# LINE G-2 FACILITIES DESIGN OF OUTLET STRUCTURE



## LEGEND

-  PROPERTY LINE
-  PROPOSED STORM DRAIN & BASIN EASEMENT FOR COUNTY OF RIVERSIDE



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ATTACHMENT 2