

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

106B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

October 8, 2013

**SUBJECT:** March Business Center Storm Drains and Detention Basins  
Project No. 4-0-00530  
Agreement  
District 1/District 1

**RECOMMENDED MOTION:**

1. Approve the Agreement (Agreement) between the District and the Riverside County Transportation Commission (RCTC); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

This Agreement sets forth the terms and conditions by which the RCTC will construct, operate and maintain certain improvements as part of the March Field Station commuter railway station project within District's rights of way.

Continued on Page 2

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	\$ N/A	For Fiscal Year:	N/A

**SOURCE OF FUNDS:** N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Steven C. Horn, MPA

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel DATE: 7-22-13  
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

☐ Policy

☐ Consent

Dep't Recomm.:

☐ Policy

☐ Consent

Per Exec. Ofc.:

2013 OCT 11 AM 10:10  
RECEIVED BY RIVERSIDE COUNTY  
FLOOD CONTROL DISTRICT

Prev. Agn. Ref.:

District: 1<sup>st</sup>/1<sup>st</sup>

Agenda Number:

11-3

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** March Business Center Storm Drains and Detention Basins  
Project No. 4-0-00530  
Agreement  
District 1/District 1

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**Page 2**

**BACKGROUND (cont.)**

The Agreement is also necessary as said improvements encroach upon District's held access easement and Line B facility of the referenced project. Likewise, the District will grant the RCTC the necessary rights to encroach and maintain improvements within District rights of way, subject to the terms and conditions of the Agreement. The RCTC will grant an easement deed to District for alternate access to District's Line B facility and access easement.

All construction, operation and maintenance costs associated with the commuter railway station will be borne by the RCTC. The operation and maintenance of the flood control facility will continue to be a District responsibility.

County Counsel has approved the Agreement as to legal form.

AMR:blj

AGREEMENT BETWEEN  
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
Tract 30857-2, Lot No. 4  
March Business Center Storm Drains and Detention Basins  
Project No. (4-0-00530)

This Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic organized and existing pursuant to Chapter 48 of the Appendix to the California Water Code, ("DISTRICT"), and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5, ("RCTC").

RECITALS

WHEREAS, RCTC is the owner of certain real property referenced as Lot 4 of Tract Map 30857-2, APN 297-100-036 situated in the County of Riverside, California, ("PROPERTY"), as shown in Attachment "A", attached hereto and by this reference incorporated herein, for the purpose of constructing, maintaining and operating a commuter railway station on PROPERTY; and

WHEREAS, RCTC operates and maintains rail facilities adjacent to PROPERTY; and

WHEREAS, PROPERTY is subject to and encumbered by 1) certain easements and rights of way in favor of DISTRICT ("DISTRICT EASEMENTS") necessary for the access, construction, operation, and maintenance of the March Business Center Storm Drains referenced as Easements "D" and "J", as recorded in the Official Records of the County of Riverside, Tract Map 30857-2 on May 21, 2007 in Map 422, Page 7 as Instrument No. 2007-0334147, as shown on Attachment "B", attached hereto and by this reference incorporated herein; 2) two Quitclaim Deeds from March Joint Powers Authority to DISTRICT as recorded in the Official Records of the County of Riverside on September 1, 2011 as Instrument Nos. 2011-0389220 and 2011-0389222. DISTRICT operates and maintains Line B ("LINE B") as

1 shown on Attachment "C", and DISTRICT Drawing No. 4-821. LINE B is located within  
2 Easement "D". Easements "D" and "J" are also referenced as District Parcel Nos. 4530-502A,  
3 and 4530-502B, respectively; and

4 WHEREAS, this Agreement relates to that portion of PROPERTY where a pedestrian  
5 bridge, a future parking lot, drive approach and Access Roads 1 and 4 ("IMPROVEMENTS"  
6 as defined herein and shown on Attachment "D") will be constructed, operated and maintained  
7 by RCTC as part of a commuter railway station named the March Field Station and  
8 IMPROVEMENTS will, in part, encroach upon DISTRICT EASEMENTS and LINE B  
9 constructed thereon. IMPROVEMENTS are depicted on Attachment "D", attached hereto and  
10 by this reference incorporated herein; and

11 WHEREAS, DISTRICT and RCTC enter into this Agreement to establish their  
12 respective roles and responsibilities concerning PROPERTY, IMPROVEMENTS, LINE B,  
13 and DISTRICT EASEMENTS.

14 NOW, THEREFORE, with regard to the foregoing Recitals and for good and valuable  
15 consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto  
16 mutually agree as follows:

#### 17 AGREEMENT

##### 18 I. DISTRICT RIGHTS AND RESPONSIBILITIES.

19 DISTRICT shall:

20 1. Review and comment on (without approval authority) the plans and  
21 specifications for IMPROVEMENTS ("PLANS") prior to RCTC commencing construction.  
22 DISTRICT shall have the right to disapprove PLANS only if DISTRICT determines, in good  
23 faith, that IMPROVEMENTS as shown in PLANS unreasonably interfere with DISTRICT  
24 EASEMENTS or LINE B as determined by DISTRICT. DISTRICT shall have 60 days to  
25 review and comment on PLANS.

26 2. Observe and make periodic inspections of DISTRICT EASEMENTS and  
27 IMPROVEMENTS during their construction to verify RCTC'S compliance with PLANS and  
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1 the terms of this Agreement.

2 3. Notify RCTC of any use or condition of RCTC'S IMPROVEMENTS that is  
3 not in conformity with this Agreement or encroaches upon or substantially impairs DISTRICT  
4 EASEMENTS or LINE B or DISTRICT'S ability to maintain and operate its EASEMENTS or  
5 LINE B and give RCTC thirty (30) days from and after such notice to correct any such  
6 nonconforming use or condition.

7 4. Assume no responsibility, obligation, or liability whatsoever, for (i)  
8 RCTC'S design, construction, operation or maintenance of the March Field Station,  
9 IMPROVEMENTS, (ii) RCTC'S use of DISTRICT EASEMENTS as specified herein, or (iii)  
10 any damage to IMPROVEMENTS resulting from DISTRICT'S customary operation and  
11 maintenance activities performed within DISTRICT EASEMENTS, including surface damage  
12 resulting from the repair or reconstruction of LINE B in Easement D.

13 5. Indemnify and hold harmless RCTC, its officers, employees, agents and  
14 representatives from any liability, claim, cost, damage, injury or cause of action whatsoever,  
15 based or asserted upon any negligent act or omission or willful misconduct of DISTRICT,  
16 appointed or elected officials, Board of Supervisors, its officers, agents, representatives and  
17 employees, arising out of or in any way relating to or in any way connected with DISTRICT'S  
18 use, maintenance or operation of LINE B or access within DISTRICT EASEMENTS or  
19 DISTRICT'S obligations under this Agreement, including but not limited to property damage,  
20 bodily injury or death or any other element of damage of any kind or nature whatsoever.  
21 DISTRICT shall defend, at its sole expense, all costs and fees including, but not limited to  
22 attorney fees, cost of investigation, defense and settlements or awards, RCTC, its officers,  
23 agents, representatives and employees in any claim or action based upon such alleged  
24 negligent acts or omissions or willful misconduct. With respect to any action or claim subject  
25 to indemnification herein by DISTRICT, DISTRICT shall, at their sole cost, have the right to  
26 use counsel of their own choice and shall have the right to adjust, settle, or compromise any  
27 such action or claim without the prior consent of RCTC; provided, however, that any such  
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1 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
2 DISTRICT'S indemnification to RCTC as set forth herein. DISTRICT'S obligation hereunder  
3 shall be satisfied when DISTRICT has provided to RCTC the appropriate form of dismissal  
4 relieving RCTC from any liability for the action or claim involved.

5 6. Promptly repair damages to DISTRICT EASEMENTS or LINE B. In the  
6 event of repair or reconstruction of DISTRICT'S LINE B in Easement "D", DISTRICT'S  
7 repair of the surface area shall be limited to reestablishing the lines and current grades of the  
8 surface as shown on DISTRICT Drawing No. 4-821.

9 7. Utilize access on Easement "D" solely for the operation and maintenance of  
10 LINE B within Easement "D". DISTRICT will not utilize Easement "D" to gain access to  
11 DISTRICT EASEMENTS located outside Easement "D". DISTRICT EASEMENTS located  
12 outside Easement "D" will be accessed by utilizing an Access Easement which includes  
13 Access Road 1 ("ACCESS ROAD 1") and the Drive Approach ("DRIVE APPROACH") as  
14 described and depicted in Attachments "D" and "E" attached hereto and by this reference  
15 incorporated herein.

16 8. Allow RCTC access to Access Road 4 ("ACCESS ROAD 4") for the  
17 construction, operation and maintenance of IMPROVEMENTS.

18 II. RCTC RIGHTS AND RESPONSIBILITIES.

19 RCTC shall:

20 1. Prior to constructing March Field Station or any other subsequent structures  
21 or IMPROVEMENTS within DISTRICT EASEMENTS, submit PLANS to DISTRICT for  
22 review and comment as provided in Section I, paragraph 1.

23 2. Within (45) days of execution of this Agreement, RCTC shall reimburse  
24 DISTRICT for DISTRICT'S costs associated with the processing and administration of this  
25 Agreement in a nominal amount not to exceed five thousand dollars (\$5,000).

26 3. Use or encroach upon DISTRICT EASEMENTS in accordance with RCTC  
27 PLANS that will be submitted and commented on by DISTRICT as provided herein.  
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1           4. Grant an Access Easement to DISTRICT, in an easement deed form  
2 acceptable by the parties, for ACCESS ROAD 1 and DRIVE APPROACH for the purpose of  
3 accessing DISTRICT EASEMENTS located outside Easement "D". Upon execution of this  
4 Agreement, RCTC shall deliver to DISTRICT a duly executed and acknowledged easement  
5 deed for DISTRICT'S acceptance and recordation.

6           5. Construct and maintain DRIVE APPROACH and ACCESS ROAD 1 as  
7 depicted in Attachment "D".

8           6. Pave and maintain ACCESS ROAD 4 from ACCESS ROAD 1 area to the  
9 Pedestrian Bridge depicted on Attachment "D".

10          7. Not construct, operate or maintain IMPROVEMENTS in a manner that  
11 would compromise or damage structural integrity of LINE B and DISTRICT EASEMENTS to  
12 such an extent that LINE B and DISTRICT EASEMENTS cannot continue to function as a  
13 flood control facility as designed.

14          8. Assume sole responsibility for the design, construction, operation and  
15 maintenance of IMPROVEMENTS.

16          9. Take all reasonable actions to ensure that any of IMPROVEMENTS do not  
17 unreasonably interfere with the continuing function, repair, or operation and maintenance of  
18 LINE B and DISTRICT EASEMENTS.

19          10. Not erect, place or maintain, nor permit the erection, placement or  
20 maintenance of any building, planter boxes, earth fill or other structures over or within  
21 DISTRICT EASEMENTS except as provided for in this Agreement or PLANS that will be  
22 commented on by DISTRICT which shall not be unreasonably withheld.

23          11. Promptly repair any damage to DISTRICT EASEMENTS and LINE B  
24 resulting from RCTC'S failure to properly operate, maintain or repair IMPROVEMENTS.

25          12. Indemnify and hold harmless DISTRICT, its directors, officers, Board of  
26 Supervisors, elected and appointed officials, employees, agents and representatives from any  
27 liability, claim, cost, damage, injury or cause of action whatsoever, based or asserted upon any  
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negligent act or omission or willful misconduct of RCTC, its officers, employees, contractors, agents, invitees or representatives, arising from, related to or in any manner connected with RCTC'S design, construction, use or maintenance of IMPROVEMENTS, RCTC'S responsibilities in connection with IMPROVEMENTS, RCTC'S use of or entry upon DISTRICT EASEMENTS, or RCTC'S rights or obligations under this Agreement, including but not limited to PROPERTY damage, bodily injury, or death or any other element of any kind or nature whatsoever. RCTC shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, DISTRICT, its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged negligent acts or omissions or willful misconduct. With respect to any action or claim subject to indemnification herein by RCTC, RCTC shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RCTC'S indemnification to DISTRICT as set forth herein. RCTC'S obligation hereunder shall be satisfied when RCTC has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe RCTC'S obligations to indemnify and hold harmless DISTRICT herein from third party claims.

### III. MUTUAL RIGHTS AND RESPONSIBILITIES.

1. Liability Insurance. Without limiting or diminishing each party's obligation to indemnify or hold the other harmless as required within this Agreement, DISTRICT and RCTC acknowledge that as public agencies each shall maintain insurance or a program of self insurance that reasonably protects their respective operations. Each party shall maintain and cover the cost of its own programs of insurance or self insurance.

2. Workers Compensation. Without limiting or diminishing each party's



1 obligation to indemnify or hold the other harmless as required within this Agreement,  
2 DISTRICT and RCTC acknowledge that as public agencies each maintain its own workers  
3 compensation insurance programs and each may be permissively self insured as required and  
4 allowed by law. Each party shall carry and cover the cost of its own workers compensation  
5 program commensurate with California State law.

6 3. In the event of a dispute or controversy that may arise between the parties,  
7 the following will apply: The appointed representative or administrator for each party shall  
8 meet and confer in good faith to attempt to resolve any such disputes and controversies  
9 between DISTRICT and RCTC that may arise from i) this Agreement (including any  
10 modifications to this Agreement), ii) any document, agreement, or procedure related to or  
11 delivered in connection with this Agreement or PROPERTY, or iii) any claims for damages,  
12 including injury to persons, property or business interests (torts) that may concern both parties.  
13 For purposes of this Agreement, meet and confer in good faith means that each party, or such  
14 representatives as each may designate, shall have the mutual obligation personally to meet and  
15 confer within ten (10) business days upon request by either party and continue for a reasonable  
16 period of time in order to freely exchange information, opinions, and proposals, and to  
17 endeavor to reach agreement on matters within the scope of representation prior to the  
18 aggrieved party taking any legal action against the other party. The process should include  
19 adequate time for the resolution of impasses where specific procedures for such resolution are  
20 contained in local rule, regulation, or ordinance, or when such procedures are utilized by  
21 mutual consent. Disputes or controversies that are not resolved informally, DISTRICT and  
22 RCTC representatives may, but are not required to attempt to resolve, by mutual agreement of  
23 the parties, through alternate forms of dispute resolution, including, but not limited to, non-  
24 binding arbitration. Compliance with the procedures above shall not waive any legal rights  
25 and remedies with respect to such dispute or controversy.

#### 26 IV. GENERAL TERMS AND CONDITIONS.

27 1. Any and all notices sent or required to be sent to the parties of this  
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1 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

2 TO DISTRICT:

3 RIVERSIDE COUNTY FLOOD CONTROL  
4 AND WATER CONSERVATION DISTRICT  
5 1995 Market Street  
6 Riverside, CA 92501  
7 Attn: Chief of Operations & Maintenance Division

8 TO RCTC:

9 RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
10 4080 Lemon Street, 3<sup>rd</sup> Floor  
11 Riverside, CA 92502-2208  
12 Attn: Executive Director

13 Either party may from time to time, by written notice to the others, designate a  
14 different address which shall be substituted for the one above specified, and/or specify  
15 additional parties to be notified.

16 2. None of RCTC'S or DISTRICT'S rights and responsibilities under this  
17 Agreement may be transferred or assigned to any person or entity without the other party's  
18 prior written consent.

19 3. Any waiver by DISTRICT or by RCTC of any breach of any one or more of  
20 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
21 breach of the same or of any other term hereof. Failure on the part of DISTRICT or RCTC to  
22 require exact, full and complete compliance with any terms of this Agreement shall not be  
23 construed as in any manner changing the terms hereof, or estopping DISTRICT or RCTC from  
24 enforcement hereof.

25 4. If any provision in this Agreement is held by a court of competent  
26 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless  
27 continue in full force without being impaired or invalidated in any way.

28 5. Any legal action, in law or in equity, related to the performance or  
interpretation of this Agreement, or related to the rights provided for in this Agreement, shall  
be filed only in the Superior Court for the State of California located in Riverside, California,

1 and the parties waive all provisions of law providing for a change of venue in such  
2 proceedings to any other location.

3           6. This Agreement and the performance of RCTC'S obligations under it will  
4 be duly authorized, executed, and delivered by RCTC and are, will be, legal, valid, and  
5 binding obligations of RCTC. All appropriate actions and consent of any administrative body,  
6 government agency, or other party that is required for RCTC to enter into or to perform  
7 RCTC'S obligations under this Agreement has already been obtained.

8           7. This Agreement and the performance of DISTRICT'S obligations under it  
9 will be duly authorized, executed, and delivered by DISTRICT and are, will be, legal, valid,  
10 and binding obligations of DISTRICT. All appropriate actions and consent of any  
11 administrative body, government agency, or other party that is required for DISTRICT to enter  
12 into or to perform DISTRICT'S obligations under this Agreement has already been obtained.

13           8. This Agreement is intended by the parties hereto as a final expression of  
14 their understanding with respect to the subject matter hereof and as a complete and exclusive  
15 statement of the terms and conditions thereof and supersedes any and all prior and  
16 contemporaneous agreements and understandings, oral or written, in connection therewith.  
17 This Agreement may be changed or modified only in writing and executed by both parties  
18 hereto.

19           9. This Agreement is the result of negotiations between the parties hereto, and  
20 the advice and assistance of their respective counsel. The fact that this Agreement was  
21 prepared as a matter of convenience by DISTRICT shall have no import or significance. Any  
22 uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because  
23 DISTRICT prepared this Agreement in its final form.

24           10. The provisions of this Agreement are solely for the benefit of DISTRICT  
25 and RCTC, and not for the benefit of any third party, and accordingly, no third party shall have  
26 the right to enforce the provisions of this Agreement.

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1           11. This Agreement may be executed and delivered in any number of  
2 counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When  
3 each party has signed and delivered at least one COUNTERPART to the other parties hereto,  
4 each COUNTERPART shall be deemed an original and, taken together, shall constitute one  
5 and the same Agreement, which shall be binding and effective as to the parties hereto.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 \_\_\_\_\_  
3 (to be filled in by the Clerk of the Board)

4  
5 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

6  
7 By: \_\_\_\_\_  
8 WARREN D. WILLIAMS  
9 General Manager-Chief Engineer

By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

10  
11 APPROVED AS TO FORM:

ATTEST:

12 PAMELA J. WALLS  
13 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

14 By: Synthia M. Gunzel  
15 SYNTHIA M. GUNZEL  
16 Deputy County Counsel

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

(SEAL)

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24 Tract 30857-2, Lot No. 4  
25 March Business Center Storm Drains and Detention Basins  
26 Project No. (4-0-00530)  
27 07/09/13  
28 Created by RCTC:  
AMR:blj

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By:   
WARREN D. WILLIAMS  
General Manager-Chief Engineer


By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By:   
SYNTHIA M. GUNZEL  
Deputy County Counsel

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

(SEAL)

Tract 30857-2, Lot No. 4  
March Business Center Storm Drains and Detention Basins  
Project No. (4-0-00530)  
07/09/13  
Created by RCTC:  
AMR:blj

1 **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

2  
3 By: 

4 ANNE MAYER  
Executive Director

5  
6 APPROVED AS TO FORM:

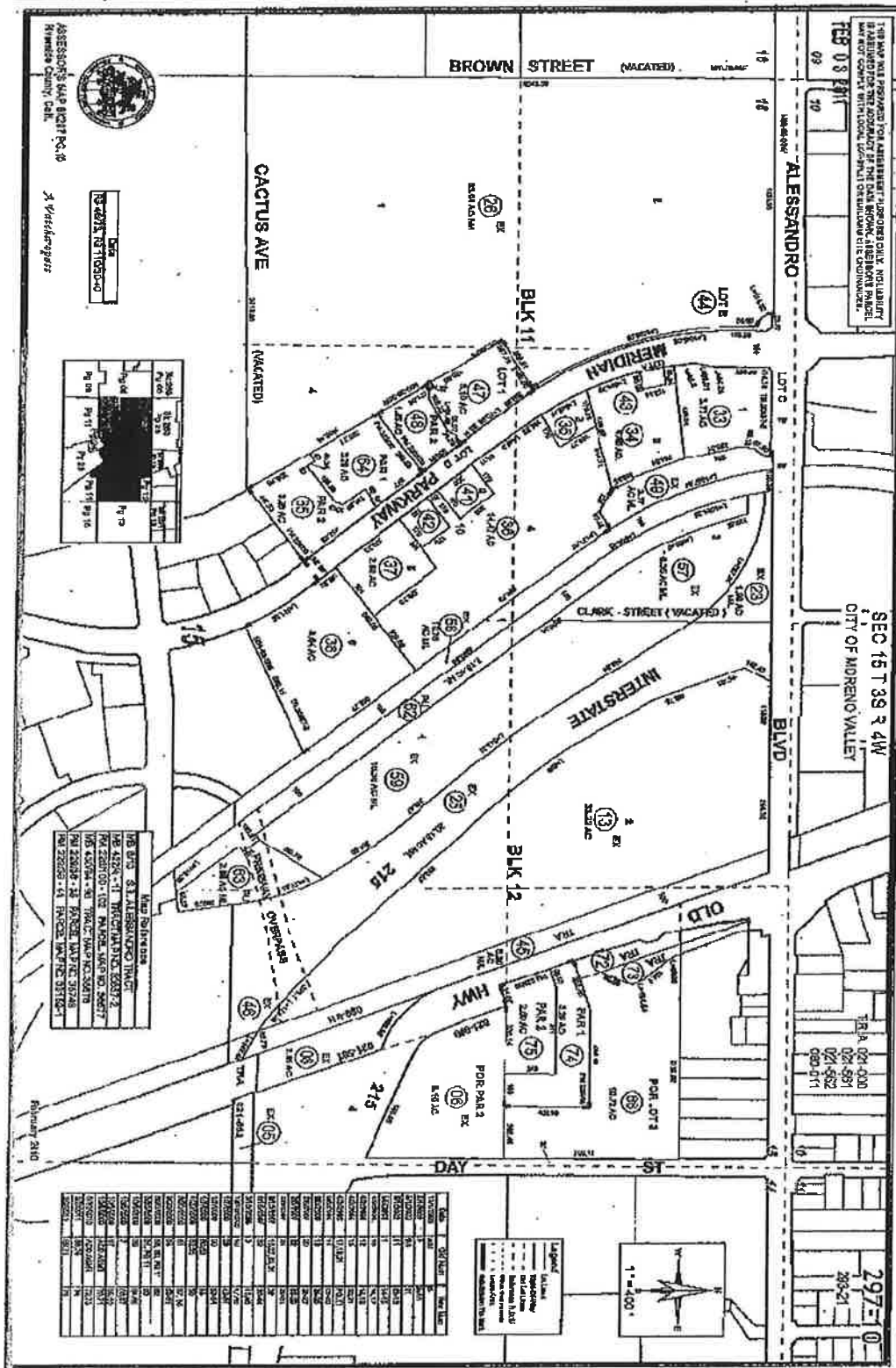
7  
8 By: 

9 STEVE DEBAUN  
Best Best & Krieger LLP  
Counsel to the Riverside County Transportation Commission

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25 Tract 30857-2, Lot No. 4  
March Business Center Storm Drains and Detention Basins  
26 Project No. (4-0-00530)  
07/09/13  
27 Created by RCTC:  
AMR:blj  
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# ATTACHMENT A

Lot 4 of Tract Map No. 30857-Unit 2, as shown on by map on file in Book 422, Pages 4 through 11, inclusive of maps of records in the Official Records of Riverside County, California.

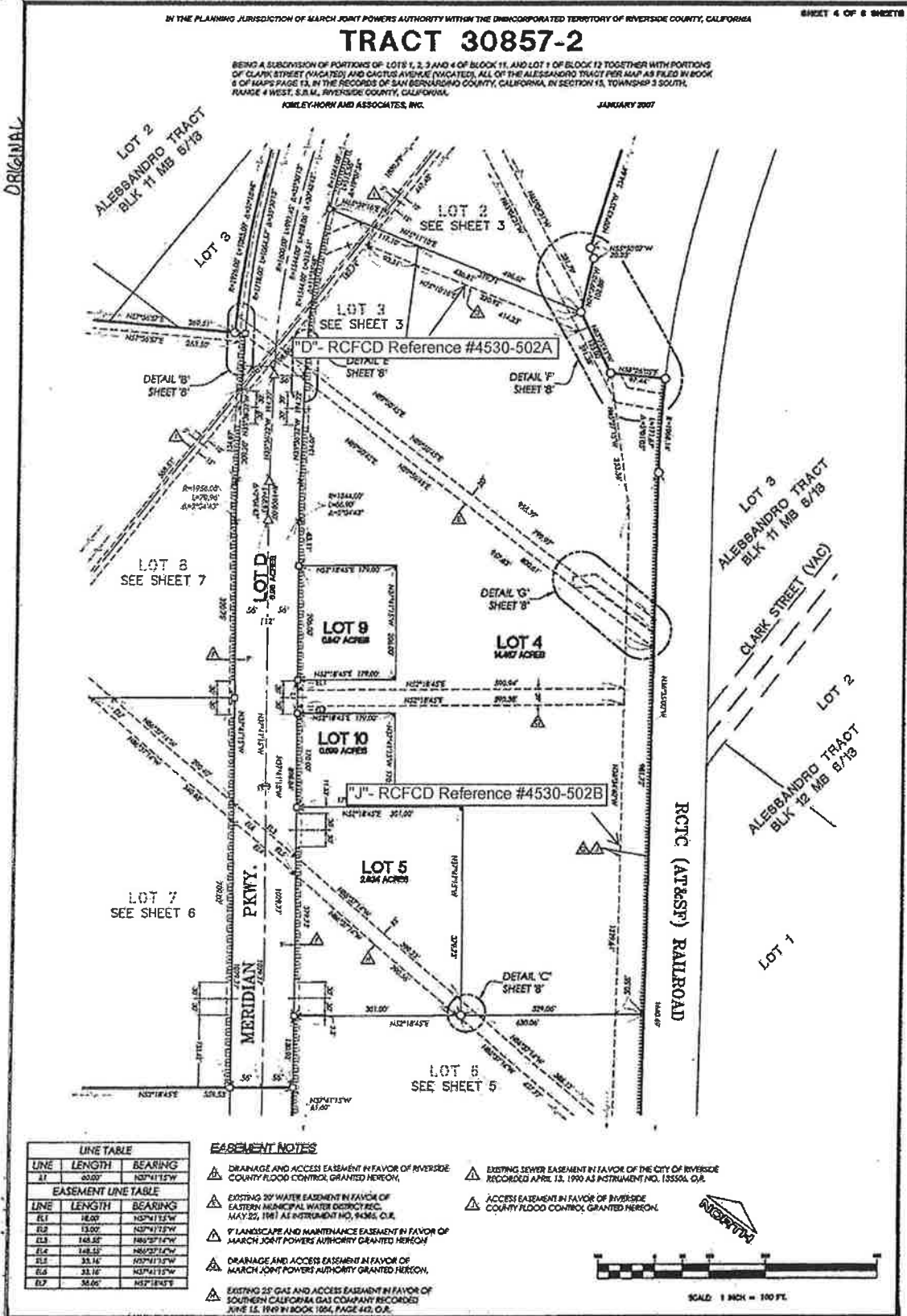


March Business Center Storm Drains and Detention Basins Agreement  
Tract 30857-2, Lot No. 4  
Project No. 4-0-00530



# ATTACHMENT B

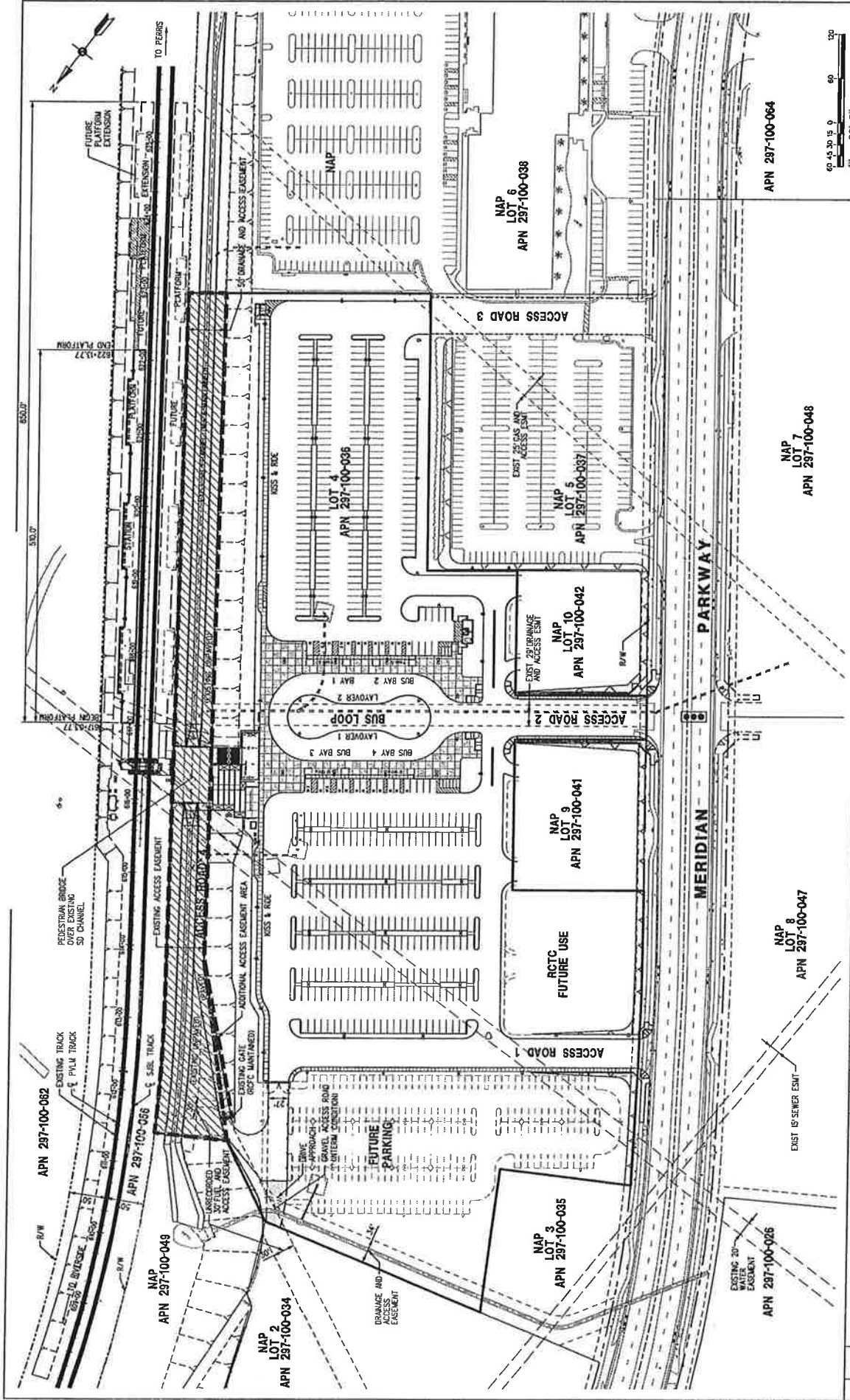
2007-0334147  
ORIGINAL



March Business Center Storm Drains and Detention Basins Agreement  
Tract 30857-2, Lot No. 4  
Project No. 4-0-00530



# ATTACHMENT D



<b>NOT FOR CONSTRUCTION</b> 9-8-11 100% INTERIM DESIGN RETENTION SUBMITTAL		<b>STV Incorporated</b> CIVIL ENGINEERING 10000 W. 10TH AVE., SUITE 200 P.O. BOX 10000 PERRIS, CA 92406-1000		<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b> APPROVED BY STV DATE 9-8-11		<b>RCTC</b> RIVERSIDE COUNTY TRANSPORTATION COMMISSION APPROVED BY RCTC DATE 9-8-11		<b>MORENO VALLEY / MARCH FIELD STATION C</b> SITE PLAN SCALE 1" = 60'-0"		SHEET NO. C-110 SHEET NO. 861 OF 2523
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March Business Center Storm Drains and Detention Basins Agreement  
 Tract 30857-2, Lot No. 4  
 Project No. 4-0-00530

## ATTACHMENT E

Legal Description – Exhibit A

Plat to Legal Description – Exhibit B

March Business Center Storm Drains and Detention Basins Agreement  
Tract 30857-2, Lot No. 4  
Project No. 4-0-00530

**EXHIBIT A  
LEGAL DESCRIPTION**

Real property situated in the unincorporated territory of Riverside County, State of California, being that portion of Lot 4, as shown on that certain Tract Map No. 30857-2, filed on May 21, 2007, in Book 422 of Maps, at Pages 4 through 11, in the Office of the County Recorder, Riverside County, being more particularly described as follows:

**COMMENCING** at a gear spike and washer stamped, "KHA L.S. 8012", in lieu of a brass disk in well monument marking the northwesterly terminus of a course in the centerline of Meridian Parkway being shown as "North 35°36'32" West, 194.22 feet" on said Tract Map;

Thence South 65°07'26" East, 113.65 feet to a point on the northeasterly 112-foot wide right-of-way line of said Meridian Parkway, said point also being the **TRUE POINT OF BEGINNING**;

Thence North 52°17'25" East, 455.44 feet to the beginning of a curve to the left, concave westerly, having a radius of 20.00 feet;

Thence along said curve through a central angle of 90°00'00", an arc distance of 31.42 feet;

Thence North 37°42'35" West, 206.68 feet to a point on the north line of said Lot 4;

Thence along said north line of said Lot 4, North 75°11'48" East, 31.02 feet to a 1-1/4- inch iron pipe tagged, "L.S. 8012", as shown on said Tract Map;

Thence continuing along said north line of said Lot 4, North 63°25'51" East, 124.98 feet to a 1-1/4- inch iron pipe tagged, "L.S. 8012", as shown on said Tract Map;

Thence leaving said north line, South 45°27'51" East, 29.91 feet;

Thence South 36°33'02" West, 9.93 feet;

Thence South 52°17'25" West, 50.29 feet;


Thence, at right angles, South 37°42'35" East, 109.68 feet;

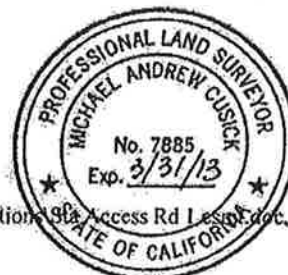
Thence, at right angles, South 52°17'25" West, 503.91 feet to a point on the said northeasterly right-of-way line of Meridian Parkway;

Thence along said right-of-way line of Meridian Parkway, North 35°36'10" West, 40.03 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 31,277 square feet, or 0.72 acres, more or less, as shown on the Plat, Exhibit "B" to Accompany Legal Description, attached and made a part hereof.

Bearings used in this description and its accompanying plat are based upon the California Coordinate System, Zone 6, North American Datum of 1983, epoch 2007.00. Distances are in grid. Multiply distances by 1.0000648 to obtain ground distances.

  
Prepared by: Michael A. Cusick  
PLS No. 7885





# EASEMENT

LOT 3, BLOCK 11  
MAP OF THE ALESSANDRO TRACT  
(MB 6/13)

100-FT. WIDE RCTC R/W  
(1993-116807, PCL. 14)

RCFC & WCD DRAINAGE & ACCESS  
ESMT (DOC. #2011-0389220)

S45°27'51"E  
29.91'

S36°33'02"W  
9.93'

S52°17'25"W  
50.29'

S37°42'35"E  
109.68'

N75°11'48"E  
31.02'

S63°25'51"E  
124.98'

QUESTAR SO. TRAILS PIPELINE CO.  
30.00' WIDE UNREC. FUEL &  
ACCESS ESMT (MB 422/4-11)

LOT 2  
TRACT 30857-2  
(MB 422/4-11)

N75°11'48"E 319.72'  
DRAINAGE & ACCESS ESMT (2011-0389222)

RCTC  
APN 297-100-036  
LOT 4, TRACT 30857-2  
(MB 422/4-11)

FND. 1-1/4" I.P. W/TAG,  
"L.S. 8012" (MB 422/4-11)  
(TYP.)

LOT 3  
TRACT 30857-2  
(MB 422/4-11)

MJPA 9.00' WIDE LANDSCAPE  
AND MAINTENANCE ESMT  
(MB 422/4-11)

EMWD 20.00' WIDE  
WATER ESMT

T.P.O.B.

R=1900.00'  
Δ=02°04'48" (Δ=02°04'43")  
L=58.98' (l=68.93')

SEC. 15, T.3S.,  
R.4W. S.B.B.&M.

P.O.C. (N35°36'32"W 194.22')

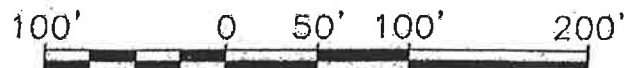
MERIDIAN PARKWAY  
(112.00' WIDE)

## LEGEND

- SUBJECT PARCEL LINE
- STREET RIGHT OF WAY OR PROPERTY LINE
- RCTC RIGHT OF WAY LINE
- ▨ PARCEL AREA = 31,277 SQ.FT.
- ( ) RECORD DATA
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- ▲ FND. GEAR SPIKE & WASHER STAMPED, "KHA L.S. 8012", IN LIEU OF BRASS DISK IN WELL MONUMENT (MB 422/4-11)
- FND. NAIL & TAG L.S. 8012 SET IN TOP OF CURB, ACCEPTED AS THE PROLONGATION OF LOT LINE (MB 422/4-11)

LOT 9  
TRACT 30857-2  
(MB 422/4-11)

UNINCORPORATED TERRITORY OF  
RIVERSIDE COUNTY  
STATE OF CALIFORNIA



**RAIL SURVEYORS &  
ENGINEERS, INC.**

1075 Old County Road  
Belmont, CA 94002

## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
RCFC AND MJPA ACCESS EASEMENT OVER  
**STATION ACCESS ROAD 1**

Date:	12/24/12
Scale:	1"=100'
By:	MC
Sheet No.:	1 OF 1
Rev:	