

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 2/33/15

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



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 March 10, 2015

**SUBJECT:** Adopt Resolution No. F2015-07, Authorization to Grant a Right to Possess and Use Certain Real Property being Portions of Assessor's Parcel Numbers 115-050-030, 115-050-033, 115-060-016, 115-060-026, 118-250-026 and 118-270-043 Within the Arlington Channel and Temescal Channel; Approving the Possession and Use Agreements with Riverside County Transportation Commission (RCTC) for RCTC's 91 Freeway Widening Project, Project Nos. 2-0-00050, 2-0-00070 and 1-0-00020; CEQA Finding of Nothing Further is Required, District 2 [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that granting the right to possess and use real property will not have a significant impact on the environment, nothing further is required because any potential significant effects have been adequately analyzed in an earlier Environmental Impact Report (SCH#2008071075) certified on August 10, 2012; and
2. Adopt Resolution No. F2015-07, Authorization to Grant the Right to Possess and Use Certain Real Property being Portions of APNs 115-050-030, 115-050-033, 115-060-016, 115-060-026, 118-250-026 and 118-270-043, located in the city of Corona, County of Riverside, California; and

GSW:rlp  
 P8\166269

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Budget Adjustment: No  
 For Fiscal Year: 2014/2015

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

APPROVE  
 BY: *Steven G. Horn*  
 Steven G. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

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

**FORM 11:** Adopt Resolution No. F2015-06, Authorization to Grant a Right to Possess and Use Certain Real Property being Portions of Assessor's Parcel Numbers 115-050-030, 115-050-033, 115-060-016, 115-060-026, 118-250-026 and 118-270-043 Within the Arlington Channel and Temescal Channel; Possession and Use Agreements with Riverside County Transportation Commission (RCTC) for RCTC's 91 Freeway Widening Project, Project Nos. 2-0-00050, 2-0-00070 and 1-0-00020; CEQA Finding of Nothing Further is Required, District 2 [\$0]

**DATE:** March 10, 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:  
(continued)**

3. Approve the Possession and Use Agreements between the District and RCTC and authorize the Chairman of the Board to execute the same on behalf of the District; and
4. Direct the Clerk of the Board to submit the Notice of Determination to the County Clerk for filing written five (5) days of approval of this project, the authorization of the Possession and Use Agreements.

**BACKGROUND:**

**Summary**

RCTC, in conjunction with the State of California (Caltrans), is in the construction phase of the Design/Build 91 Freeway Widening (CIP) Project (Project) and was anticipating commencing construction on District parcels by February 2015.

The subject Possession and Use Agreements covers the use of portions of APNs 115-050-030, 115-050-033, 115-060-016, 115-060-026, 118-250-026 and 118-270-043, owned by the District, located in the city of Corona. The properties contain approximately 5.89 acres or 256,893 sq. ft., and are improved with flood control facilities for both the Arlington Channel and the Temescal Channel at the intersection of the 91 freeway and Interstate 15 freeway. The District and RCTC have a difference of opinion as to the value of the property needed for the Project, however, both recognize the importance of the Project proceeding on schedule, therefore, said Possession and Use Agreements will allow RCTC to take possession of the property, commence the construction of the improvements and negotiate the fair market value within the next six (6) months.

Pursuant to CEQA, the Project was reviewed and granting the right to possess and use the real property described herein pursuant to the Possession and Use Agreements was found to not have a significant effect on the environment. This acquisition of the properties was contemplated and adequately analyzed in the earlier Environment Impact Report considered and certified on August 10, 2012. Therefore, nothing further is required.

This action is necessary to facilitate the construction of the 91 Freeway Widening Project improvements.

Resolution No. F2015-07 and the Possession and Use Agreements have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

This project will enable RCTC to continue implementation of its Design/Build 91 Freeway Widening (CIP) Project to reduce congestion on the 91 Freeway in the city of Corona.

**ATTACHMENTS (if needed, in this order):**

- A. Resolution No. F2015-07
- B. Notice of Determination
- C. Possession and Use Agreements

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2015-07

AUTHORIZATION TO GRANT THE RIGHT TO POSSESS AND USE CERTAIN REAL PROPERTY BEING PORTIONS OF ASSESSOR'S PARCEL NUMBERS 115-050-030, 115-050-033, 115-060-016, 115-060-026, 118-250-026 AND 118-270-043 WITHIN THE ARLINGTON AND TEMESCAL CHANNELS AND APPROVING THE POSSESSION AND USE AGREEMENTS WITH THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION FOR RCTC'S 91 FREEWAY WIDENING PROJECT PROJECT NUMBERS 1-0-00020, 2-0-0050 AND 2-0-00070

WHEREAS, the Riverside County Transportation Commission (RCTC) has been working with the State of California (Caltrans) on the 91 Freeway Widening Design/Build Project, which will reduce traffic congestion in the city of Corona, Riverside County; and

WHEREAS, RCTC is constructing certain freeway improvements known as the 91 Freeway Widening Design/Build Project ("Project") and needs to acquire certain real property interests in order to implement the Project; and

WHEREAS, RCTC and the Riverside County Flood Control and Water Conservation District ("District") have been negotiating, but have not come to terms on the final agreements for RCTC's acquisition of certain real properties, as further described below, owned by the District ("Subject Properties"); and

WHEREAS, based upon the importance of this Project to alleviate congestion on the 91 Freeway in the city of Corona, RCTC desires to acquire on behalf of Caltrans and the District agrees to grant to RCTC the right to possess and use of the Subject Properties by entering into that certain Possession and Use Agreements ("Agreements") to allow RCTC to construct the Project without delay; and

WHEREAS, Caltrans, as the lead agency for California Environmental Quality Act (CEQA) purposes, has subsequent approvals for the Project, such as authorizing the acquisition of real property interests, located in the city of Corona, State of California, in order to implement the Project; and

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 2-19-15  
DATE  
SYNTHIA M. GUNZEL

1 WHEREAS, the acquisition of the rights to the Subject Properties is a subsequent  
2 discretionary action contemplated for the Project and was analyzed in the previously certified  
3 Environment Impact Report ("EIR") (SCH#2008071075) certified on August 10, 2012.

4 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by  
5 the Board of Supervisors of the Riverside County Flood Control and Water Conservation  
6 District ("Board") assembled in regular session on March 10, 2015 at or after 10:30 a.m., in the  
7 meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative  
8 Center, 4080 Lemon Street, Riverside, California, based upon the evidence and testimony  
9 presented on the matter, both written and oral, including the EIR, as it relates to granting the  
10 right to possess and use real property has determined the following:

11 1. The above recitations constitute findings of the Board with respect to the  
12 Agreements and are incorporated herein.

13 2. The Board has evaluated the proposed grant of the right to possess and use  
14 certain real properties ("Grant Project") from the District and determined the proposed grant is  
15 consistent and included in all substantive respects with the Project approved by RCTC.

16 3. Based on the review of the EIR, the environmental impacts of the Grant Project  
17 have been sufficiently assessed in the EIR and has determined that it would not have a  
18 significant effect on the environment based upon substantial evidence in light of the whole  
19 record.

20 4. There are no substantial changes in the 91 Freeway Widening Project, including  
21 this Grant Project, no substantial changes in circumstances, or no new information which  
22 would require the preparation of subsequent negative declaration or other environmental  
23 assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA Guidelines.

24 5. Nothing further is required and no new environmental documentation is  
25 warranted because 1) all potentially significant impacts of the project have been adequately  
26 analyzed in an earlier EIR pursuant to legal standards; 2) all potentially significant effects of  
27 the project have been avoided or mitigated pursuant to the earlier EIR; 3) the project will not  
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1 result in any new significant environmental effects not identified in the earlier EIR; 4) the  
2 project will not substantially increase the severity of the environmental effects identified in the  
3 earlier EIR; 5) no considerably different mitigation measures have been identified; and 6) no  
4 mitigation measures found infeasible have become feasible; therefore the Board hereby  
5 approves the Grant Project.

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the  
7 Board, that this Board authorizes the grant of the right to possess and use the Subject  
8 Properties, at or after 10:30 a.m., March 10, 2015 of those certain portions of real properties  
9 located in the city of Corona, County of Riverside, State of California, consisting of  
10 approximately 5.89 acres of property with Assessor's Parcel Numbers 115-050-030, 115-050-  
11 033, 115-060-016, 115-060-026, 118-250-026 and 118-270-043, more particularly described on  
12 Exhibit "A", attached hereto and by this reference incorporated herein, with the owner,  
13 Riverside County Flood Control and Water Conservation District.

14 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Possession  
15 and Use Agreements between the District and RCTC is hereby approved and the Chairman of  
16 the Board of the District is authorized to execute the same on behalf of the District.

17 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
18 hereby directs the Clerk of the Board to file a Notice of Determination with the Riverside  
19 County Clerk and also with the Governor's Office of Planning and Research within five (5)  
20 working days of the approval of the Agreements.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the  
22 Board shall sign this Resolution to attest and certify to the passage and adoption thereof.  
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# PSOMAS

## EXHIBIT 'A1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22303-1

Permanent Aerial Easement

APN 115-060-026

In the City of Corona, County of Riverside, State of California, being a portion of Parcel 2050-18A, as said parcel is shown on the map filed in Book 73 of Records of Survey at Pages 31 through 36, inclusive, Riverside County Records, described as follows:

**Beginning** at the most westerly corner of said parcel, said corner being the beginning of a non-tangent curve concave northerly having a radius of 5,015.00 feet, to which point a radial line bears South 15°39'59" East; thence easterly along the northerly line of said parcel and said curve 11.56 feet through a central angle of 00°07'55" to a point thereon; thence North 74°12'05" East 225.49 feet continuing along said northerly line to the most northerly corner thereof; thence South 03°38'41" West 116.55 feet along a portion of the general northeasterly line of said land to an angle point therein; thence South 41°21'19" East 56.77 feet continuing along said general northeasterly line to a point thereon, said point being the beginning of a non-tangent curve concave northerly having a radius of 3,063.00 feet, to which point a radial line bears South 20°01'43" East; thence westerly along said curve 144.66 feet through a central angle of 02°42'22" to a point on the general southwesterly line of said land; thence North 34°57'53" West 42.45 feet along said general southwesterly line to an angle point therein; thence North 42°25'56" West 143.53 feet continuing along said general southwesterly line to the **Point of Beginning**.

Containing 28,890 square feet.

See Exhibit 'A2' attached hereto and made a part hereof.

# PSOMAS

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The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



Brian E. Bullock, PLS 5260

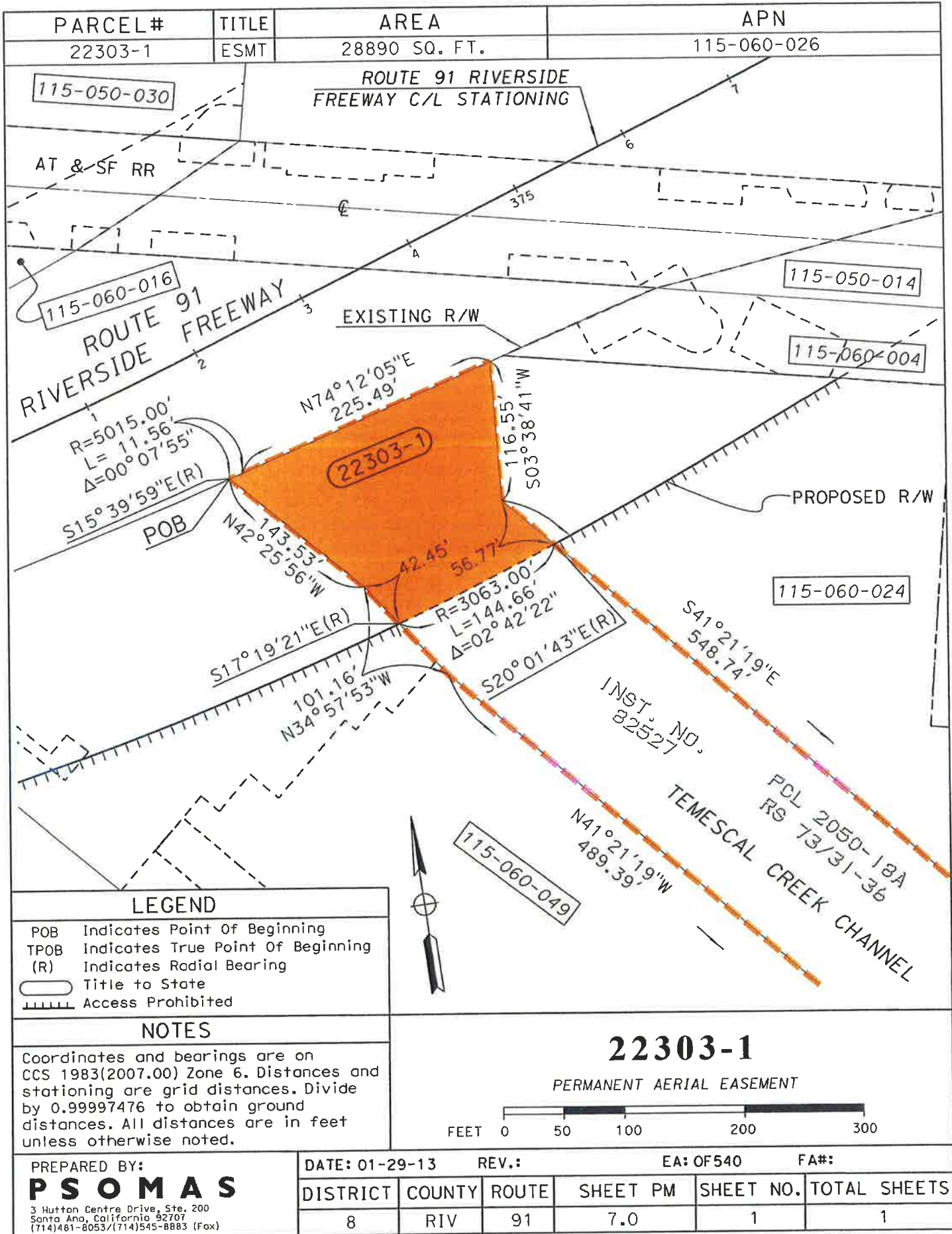
1-29-13

Date





# EXHIBIT A2



### LEGEND

- POB Indicates Point Of Beginning
- TPOB Indicates True Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- Access Prohibited

### NOTES

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

PREPARED BY:

## P S O M A S

3 Hutton Centre Drive, Ste. 200  
Santa Ana, California 92707  
(714)481-8053/(714)545-8883 (Fax)

DATE: 01-29-13

REV.:

EA: OF 540

FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	RIV	91	7.0	1	1



## **EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 2050-21, described as that portion of Section 30, Township 3 South, Range 6 West, in the Rancho El Sobrante De San Jacinto, in the City of Corona, County of Riverside, State of California, as shown in Book 7 page(s) 10 of Maps, records of San Bernardino County, California, described as follows:

Commencing at the Northeast corner of Lot 12-A, as shown on Record of Survey Book 63, page(s) 66, records of Riverside County, California; thence South  $08^{\circ} 40' 56''$  West, a distance of 73.73 feet, to the Northerly right of way line of Riverside Freeway, Route 91, as shown on State of California Right of Way Map no. 991084 on file in the Office of the County Surveyor, Riverside County, California, said point being a point on a tangent curve concave Northwesterly having a radius of 1950.00 feet; thence Northeasterly along arc of said curve through a central angle of  $03^{\circ} 58' 43''$  an arc distance of 135.41 feet to the Southerly right of way line of the Atchison, Topeka and Santa Fe Railroad; thence North  $77^{\circ} 34' 00''$  West along said right of way line, a distance of 118.46 feet to the point of beginning.

Assessor's Parcel Number 115-060-016

# PSOMAS

## EXHIBIT 'D1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22344-4

#### Temporary Construction Easement

APN 115-050-030

In the City of Corona, County of Riverside, State of California, being a portion of the lands described in the Grant Deed recorded April 20, 1971 as Instrument No. 40454 and the Director's Deed recorded May 2, 1973 as Instrument No. 56606, both of Official Records of said County, said lands also being a portion of Parcels 2050-14A, 2050-14B, and 2050-15A as said parcels are shown on that certain Record of Survey filed in Book 48, Pages 85 through 88, inclusive, of Record of Surveys of said County, described as follows:

**Beginning** at the southeasterly corner of said land described in said Instrument No. 56606, thence North 77°34'12" West 234.51 feet along the southerly line of said land to a point thereon, said point being the **True Point of Beginning**; thence continuing along said southerly line, the southerly and westerly lines of said Parcel 2050-14B, and the westerly lines of said deeds the following three (3) courses: 1) North 77°34'12" West 154.00 feet, to the beginning of a curve concave northerly having a radius of 5,679.66 feet; 2) westerly along said curve 58.28 feet through a central angle of 00°35'17" to the most westerly corner of said Parcel 2050-14B; and 3) North 28°02'31" East 203.27 feet to an angle point in said westerly line of the lands described in said Instrument No. 40454; thence North 90°00'00" East 75.93 feet; thence South 09°00'50" East 228.21 feet to the **True Point of Beginning**.

Containing 29,370 square feet.

See Exhibit 'D2' attached hereto and made a part hereof.

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The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



Brian E. Bullock, PLS 5260

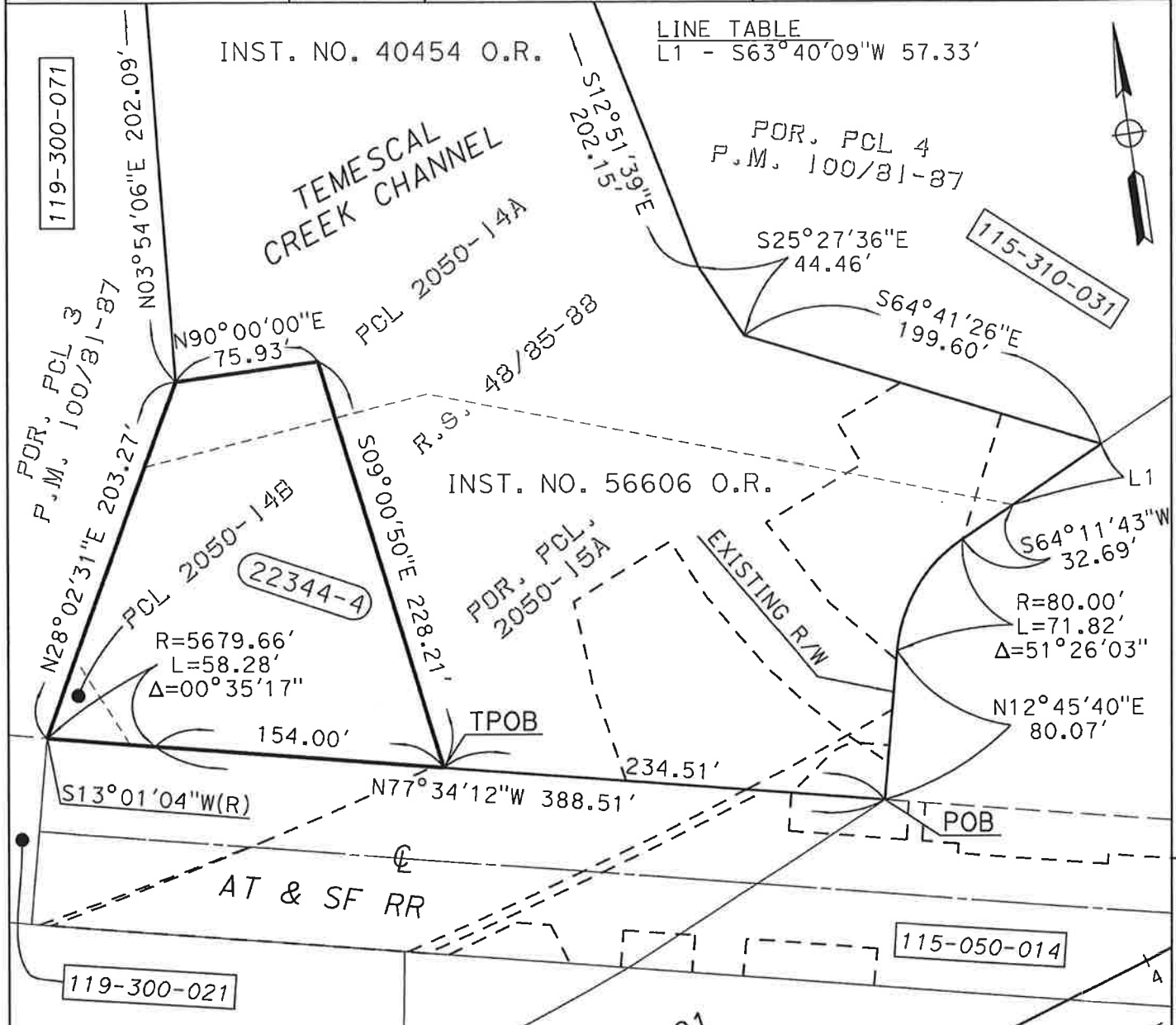
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Date



# EXHIBIT D2

PARCEL#	TITLE	AREA	APN
22344-4	TCE	29370 SQ.FT.	115-050-030



**LEGEND**

- POB Indicates Point Of Beginning
- TPOB Indicates True Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

22344-4

TEMPORARY CONSTRUCTION EASEMENT

FEET 0 40 80 160 240

PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 05-20-14    REV.: DISTRICT    COUNTY    ROUTE	EA: OF540    FA#:	SHEET PM    SHEET NO.    TOTAL SHEETS
	8    RIV    91		7.1    1    1

# PSOMAS

## EXHIBIT 'E1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22344-5

Temporary Construction Easement

APN 115-050-030

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Director's Deed recorded May 2, 1973 as Instrument No. 56606 of Official Records of said County, described as follows:

**Beginning** at the southeasterly corner of said land, thence North 77°34'12" West 138.00 feet along the southerly line of said land to a point thereon, thence North 10°33'59" West 55.01 feet; thence North 04°26'00" West 45.00 feet; thence North 65°25'00" East 60.28 feet; thence South 24°35'00" East 35.71 feet; thence South 32°00'00" East 50.00 feet; thence South 38°30'00" East 25.00 feet; thence South 43°00'00" East 25.00 feet; thence South 48°06'51" East 32.19 feet to a point on the general easterly line of said land; thence South 12°45'40" West 20.00 feet along said general easterly line to the **Point of**

**Beginning.**

Containing 12,101 square feet.

See Exhibit 'E2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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Prepared under the direction of

*Brian E. Bullock*

Brian E. Bullock, PLS 5260

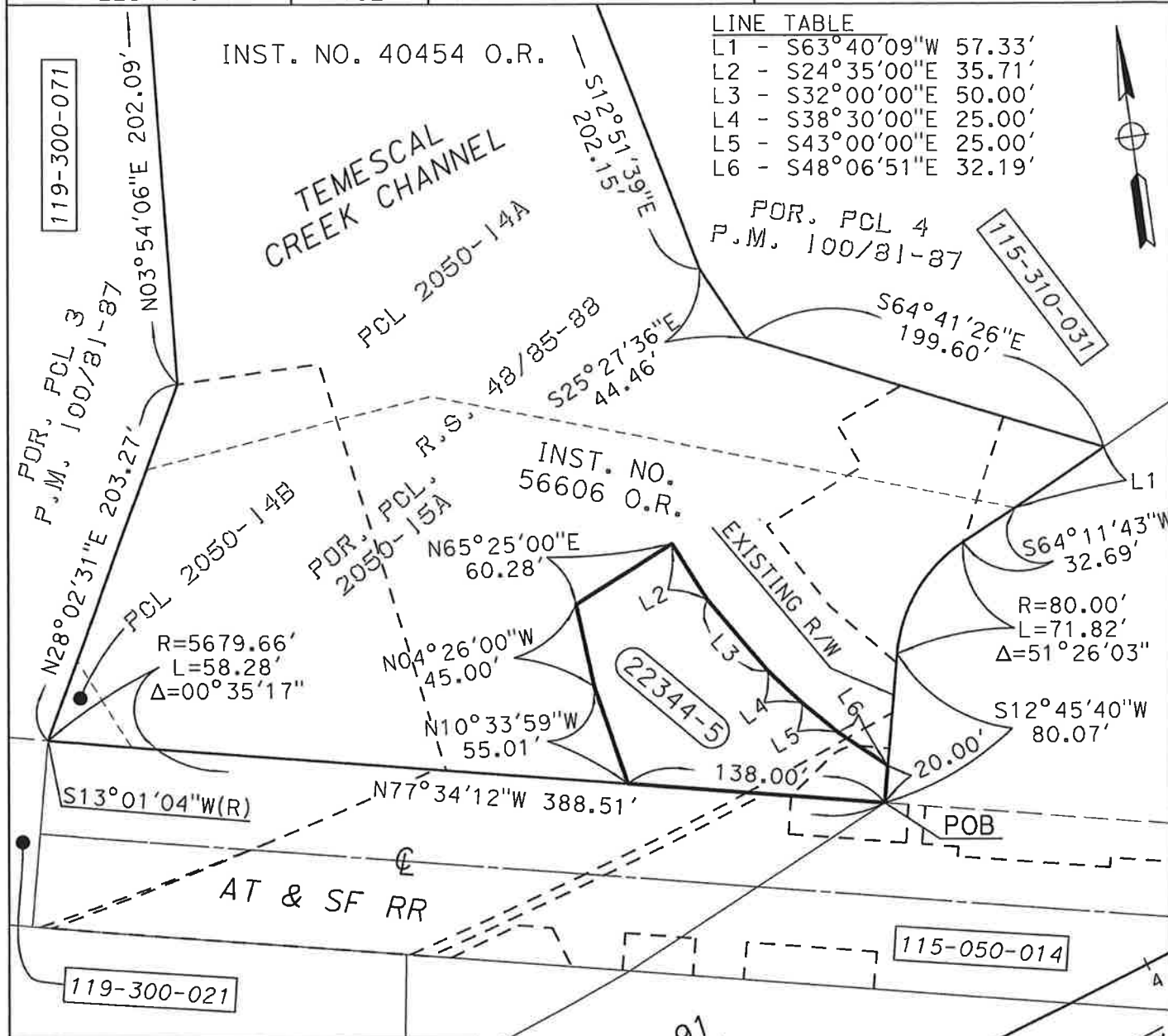
5-20-14

Date



# EXHIBIT E2

PARCEL#	TITLE	AREA	APN
22344-5	TCE	12101 SQ.FT.	115-050-030



**LINE TABLE**

L1	- S63°40'09"W	57.33'
L2	- S24°35'00"E	35.71'
L3	- S32°00'00"E	50.00'
L4	- S38°30'00"E	25.00'
L5	- S43°00'00"E	25.00'
L6	- S48°06'51"E	32.19'

119-300-071

PDR, PCL 3  
P.M. 100/81-87

115-310-031

POR, PCL 4  
P.M. 100/81-87

R=5679.66'  
L=58.28'  
Δ=00°35'17"

R=80.00'  
L=71.82'  
Δ=51°26'03"

**LEGEND**

- POB Indicates Point Of Beginning
- TPOB Indicates True Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- |||| Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.



PREPARED BY: <b>PSOMAS</b>		DATE: 05-20-14	REV.:	EA: OF540	FA#:
3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)481-8053/(714)545-8883 (Fax)	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO. TOTAL SHEETS
	8	RIV	91	7.1	1 1



# PSOMAS

## EXHIBIT 'F1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22344-6

#### Temporary Construction Easement

APN 115-050-030

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Grant Deed recorded April 20, 1971 as Instrument No. 40454 and the Director's Deed recorded May 2, 1973 as Instrument No. 56606, both of Official Records of said County, described as follows:

**Beginning** at the southeasterly corner of said land described in said Instrument No. 56606, thence North 12°45'40" East 75.26 feet along the general easterly line of said land to a point thereon, said point being the **True Point of Beginning**; thence North 41°29'57" West 47.00 feet; thence North 30°00'00" West 55.00 feet; thence North 66°40'00" East 60.00 feet; thence North 22°30'00" West 27.00 feet; thence North 67°30'00" East 40.10 feet to a point on the general northeasterly line of said land described in said Instrument No. 40454; thence South 64°41'26" East 112.72 feet along said general northeasterly line to a point thereon, said point being the most northerly corner of the land described in the Grant Deed recorded October 3, 1985 as Instrument No. 222792 of Official Records of said County; thence South 63°40'09" West 57.33 feet along the northwesterly line of said land described in said Instrument No. 222792 to the most westerly corner thereof, said corner also being the most easterly corner of the land described in said Instrument No. 56606; thence South 64°11'43" West 32.69 feet along said general easterly line to a point thereon, said point being the beginning of a curve concave southeasterly having a radius of 80.00 feet; thence southwesterly, continuing along said general easterly line and said curve 71.82 feet through a central angle of 51°26'03" to a point thereon; thence South 12°45'40" West 4.81 feet continuing along said general easterly line to the **True Point of Beginning**.

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Containing 11,373 square feet.

See Exhibit 'F2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



Brian E. Bullock, PLS 5260

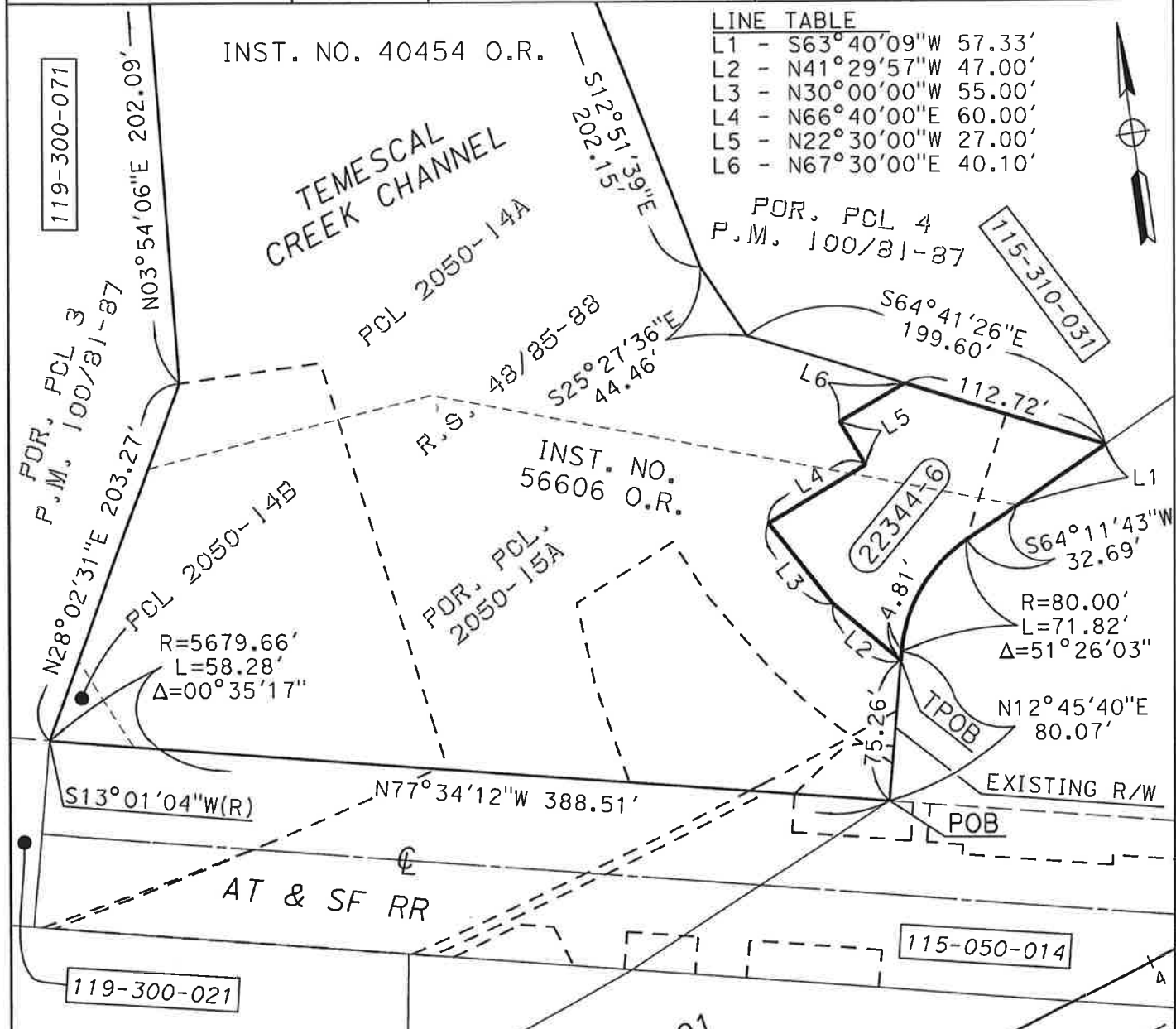
5-20-14

Date



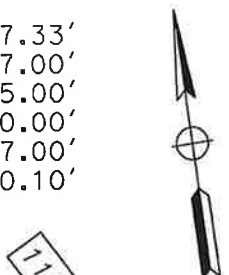
# EXHIBIT F2

PARCEL#	TITLE	AREA	APN
22344-6	TCE	11373 SQ.FT.	115-050-030



**LINE TABLE**

L1	- S63°40'09\"W	57.33'
L2	- N41°29'57\"W	47.00'
L3	- N30°00'00\"W	55.00'
L4	- N66°40'00\"E	60.00'
L5	- N22°30'00\"W	27.00'
L6	- N67°30'00\"E	40.10'



**LEGEND**

- POB Indicates Point Of Beginning
- TPOB Indicates True Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

22344-6

TEMPORARY CONSTRUCTION EASEMENT

FEET 0 40 80 160 240

PREPARED BY:		DATE: 05-20-14	REV.:	EA: OF540	FA#:		
PSOMAS		DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)481-8053/(714)545-8883 (Fax)		8	RIV	91	7.1	1	1

# PSOMAS

## EXHIBIT 'C1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22308-3

#### Permanent Utility Easement

APN 115-050-033

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Director's Deed recorded July 13, 1992 as Instrument No. 257756 of Official Records of said County, described as follows:

**Beginning** at the most westerly corner of said land, thence North 12°25'48" East 39.97 feet along the westerly line of said land to a point, said point being the **True Point of Beginning**; thence North 12°25'48" East 4.46 feet along said westerly line to the most northwesterly corner of said land; thence North 82°24'46" East 16.20 feet along the general northerly line of said land to a point thereon; thence South 77°36'16" East 13.81 feet; thence South 89°37'47" East 40.82 feet; thence South 77°36'16" East 18.20 feet; thence North 12°23'44" East 4.28 feet; thence South 77°36'16" East 17.00 feet; thence North 65°18'11" East 19.69 feet; thence South 26°48'27" East 2.50 feet; thence North 63°11'33" East 26.52 feet; thence South 26°48'27" East 2.50 feet; thence North 63°11'33" East 11.35 feet; thence South 26°48'27" East 5.00 feet; thence South 63°11'33" West 11.27 feet; thence South 26°48'27" East 2.50 feet; thence South 63°11'33" West 26.60 feet; thence South 26°48'27" East 2.50 feet; thence South 63°11'33" West 2.27 feet; thence South 26°48'27" East 2.00 feet; thence South 63°11'33" West 19.86 feet; thence North 26°48'27" West 2.00 feet; thence South 63°11'33" West 77.60 feet to a point on the southerly line of said land; thence North 77°34'12" West 23.71 feet along said southerly line to a point thereon; thence North 63°11'33" East 76.36 feet; thence North 77°34'12" West 18.51 feet; thence North 89°37'47" West 39.79 feet; thence North 77°36'16" West 30.09 feet to the **True Point of Beginning**.

Containing 2,979 square feet.

# PSOMAS

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See Exhibit 'C2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



Brian E. Bullock, PLS 5260

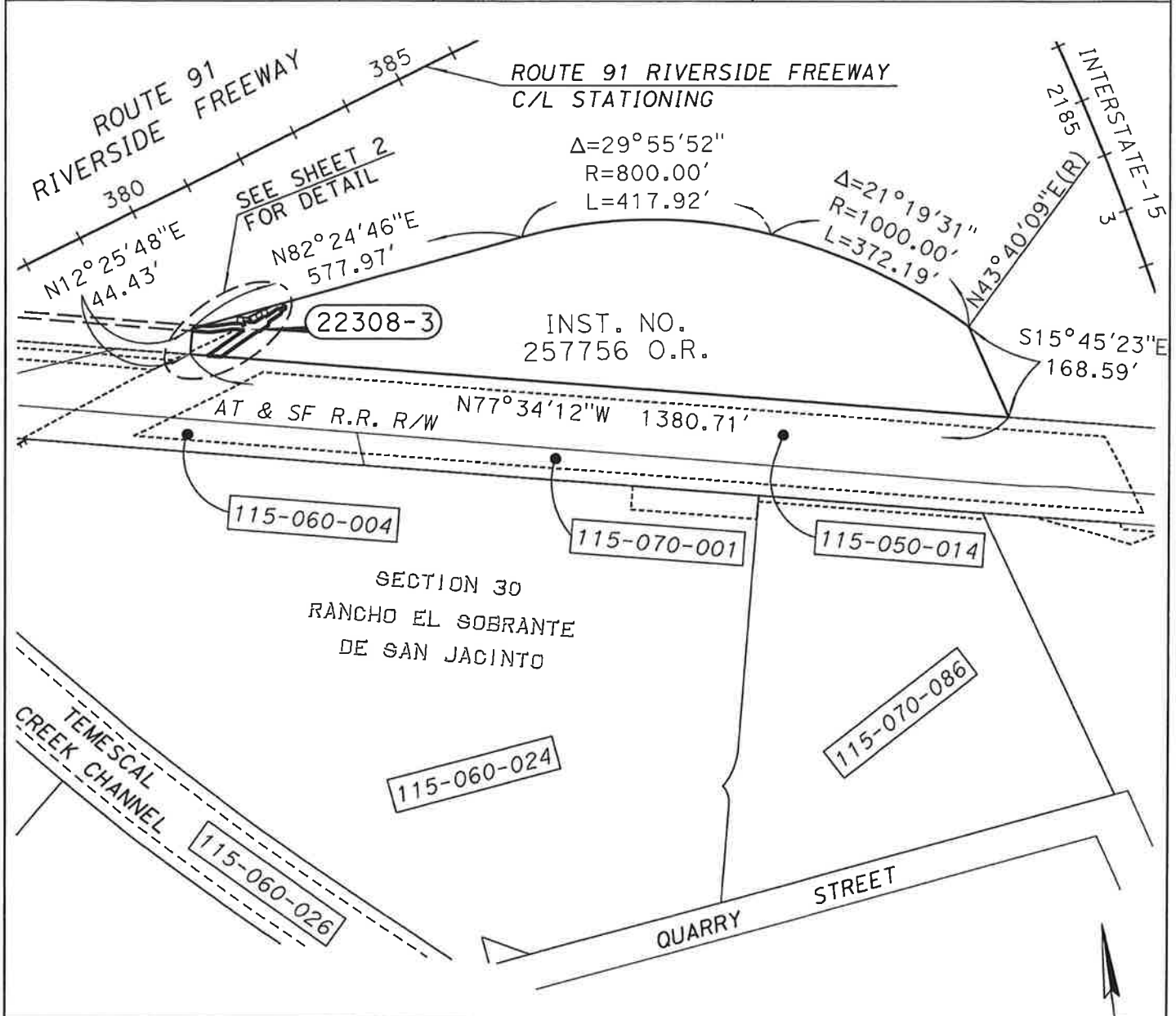
7-02-14

Date



# EXHIBIT C2

PARCEL#	TITLE	AREA	APN
22308-3	PUE	2979 SQ. FT.	115-050-033



LEGEND	
POB	Indicates Point Of Beginning
(R)	Indicates Radial Bearing
○	Title to State
	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

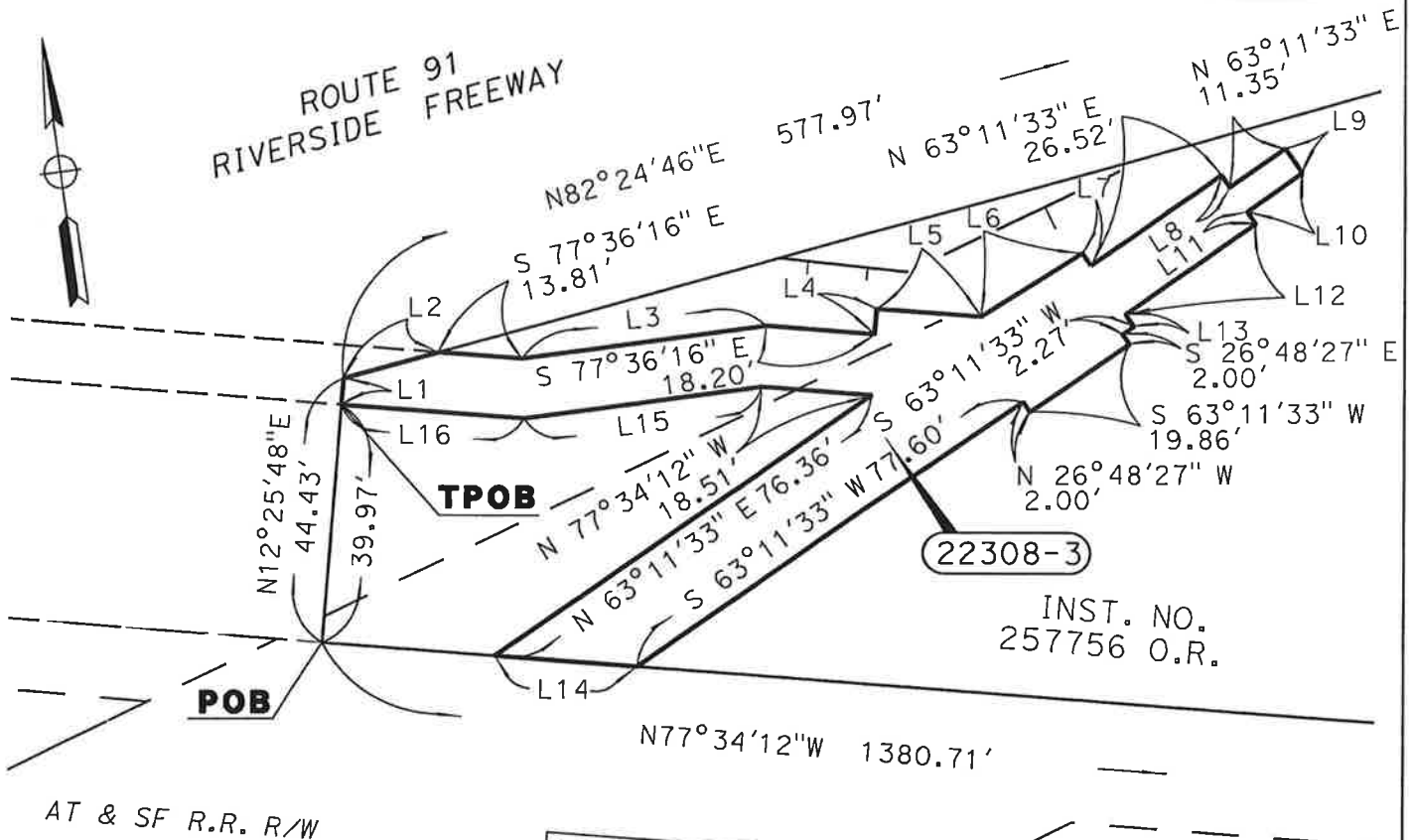
## 22308-3

PERMANENT UTILITY EASEMENT

PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 07-02-14    REV.: EA: OF540    FA#:				
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	RIV	91	7.3	1	2

# EXHIBIT C2

PARCEL#	TITLE	AREA	APN
22308-3	PUE	2979 SQ. FT.	115-050-033



LINE DATA		
	BEARING	DISTANCE
L1	N 12°25'48" E	4.46
L2	N 82°24'46" E	16.20
L3	S 89°37'47" E	40.82
L4	N 12°23'44" E	4.28
L5	S 77°36'16" E	17.00
L6	N 65°18'11" E	19.69

LINE DATA		
	BEARING	DISTANCE
L7	S 26°48'27" E	2.50
L8	S 26°48'27" E	2.50
L9	S 26°48'27" E	5.00
L10	S 63°11'33" W	11.27
L11	S 26°48'27" E	2.50
L12	S 63°11'33" W	26.60
L13	S 26°48'27" E	2.50
L14	N 77°34'12" W	23.71
L15	N 89°37'47" W	39.79
L16	N 77°36'16" W	30.09

LEGEND	
POB	Indicates Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span>	Title to State
<span style="border-bottom: 1px dashed black; width: 20px; display: inline-block;"> </span>	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

115-050-014

## 22308-3

PERMANENT UTILITY EASEMENT



PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200                  Santa Ana, California 92707                  (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 07-02-14	REV.:	EA: OF 540	FA#:		
8	RIV	91	7.3	2		
DISTRICT		COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8		RIV	91	7.3	2	2



# PSOMAS

## EXHIBIT 'D1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22308-4

#### Temporary Construction Easement

APN 115-050-033

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Director's Deed recorded July 13, 1992 as Instrument No. 257756 of Official Records of said County, described as follows:

**Beginning** at the most westerly corner of said land, thence North  $12^{\circ}25'48''$  East 44.43 feet along the westerly line of said land to the northwesterly corner thereof; thence North  $82^{\circ}24'46''$  East 133.70 feet along the general northerly line of said land to a point thereon, said point being the **True Point of Beginning**; thence North  $82^{\circ}24'46''$  East 444.27 feet continuing along said general northerly line to a point thereon, said point being the beginning of a curve concave southerly having a radius of 800.00 feet; thence easterly along said general northerly line and said curve 287.36 feet through a central angle of  $20^{\circ}34'51''$  to a point thereon; thence South  $12^{\circ}20'00''$  West 246.77 feet; thence North  $80^{\circ}00'00''$  West 220.00 feet; thence North  $77^{\circ}40'00''$  West 480.00 feet; thence North  $12^{\circ}40'24''$  East 56.55 feet to the **True Point of Beginning**.

Containing 122,040 square feet.

See Exhibit 'D2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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Prepared under the direction of

*Brian E. Bullock*

Brian E. Bullock, PLS 5260

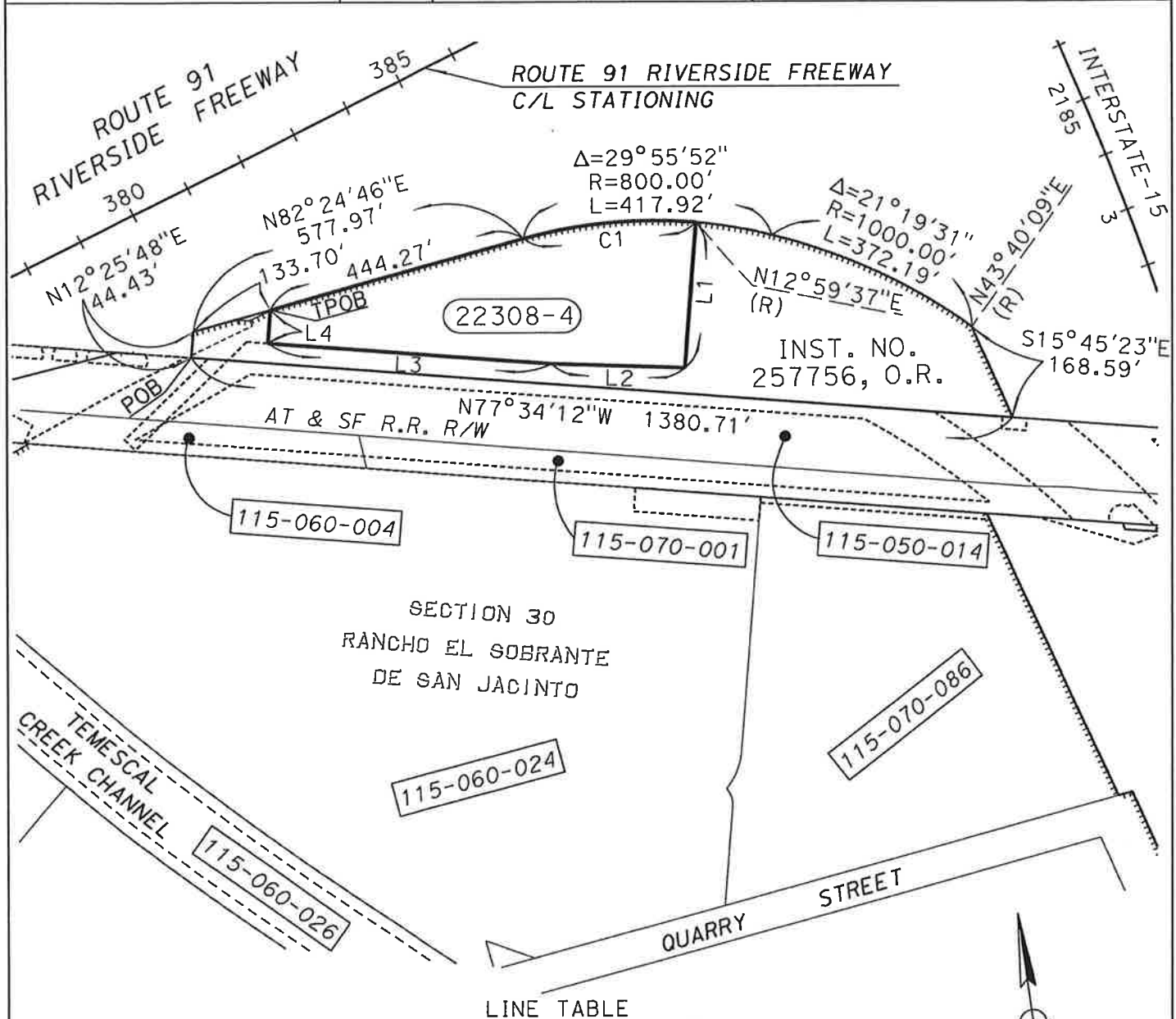
5-20-14

Date



# EXHIBIT D2

PARCEL#	TITLE	AREA	APN
22308-4	TCE	122040 SQ. FT.	115-050-033



**LINE TABLE**

- L1 - S12°20'00"W 246.77'
- L2 - N80°00'00"W 220.00'
- L3 - N77°40'00"W 480.00'
- L4 - N12°40'24"E 56.55'

**CURVE TABLE**

C1 - R=800.00' L=287.36' Δ=20°34'51"



LEGEND	
POB	Indicates Point Of Beginning
TPOB	Indicates True Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span>	Title to State
	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

## 22308-4

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY: <b>PSOMAS</b>		DATE: 05-20-14	REV.:	EA: OF540	FA#:
3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)481-8053/(714)545-8883 (Fax)	8	RIV	91	7.3	1
		DISTRICT	COUNTY	ROUTE	SHEET PM
		SHEET NO.	TOTAL SHEETS		1

## EXHIBIT A

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 2070-107A, as shown on Record of Survey, in the City of Corona, County of Riverside, State of California, filed in Book 90 of Records of Survey, at page(s) 3 through 16 inclusive, records of Riverside County, California.

Assessor's Parcel Number 118-270-043

## Notice of Determination

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To: County Clerk  
County of Riverside  
2724 Gateway Drive  
P.O. Box 3044  
Riverside, CA 92507

From: Riverside County Flood Control  
1995 Market Street  
Riverside, CA 92501  
Contact: Kris Flanigan  
Phone: 951.955.8581

Lead Agency: (if different from above):  
State of California Department of Transportation (Caltrans)

### SUBJECT:

**Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): SCH#2008071075

**Project Title:** Authorization of the Possession and Use Agreement in Property for  
RCTC's 91 Freeway Widening Project

### Project Location (include county)

The project area is within Riverside County in the city of Corona within the Arlington Channel and Temescal Channel at the intersection of the 91 Freeway and I-15.

### Project Description

The proposed action is to authorize the possession and use agreement of approximately 5.89 acres of real property ("Grant Project") within APNs 115-050-030, 115-050-033, 115-060-016, 115-060-026, and 118-270-043 in the city of Corona. The grant of the rights to the subject properties is a subsequent discretionary action to further the 91 Freeway Widening Project where the Riverside County Transportation Commission (RCTC) has been working with the State of California Department of Transportation (Caltrans) acting as lead agency for California Environmental Quality Act purposes. RCTC desires to acquire on behalf of Caltrans and the District agrees to grant to RCTC the right to possess real property by entering into the possession and use agreement to allow RCTC to construct the 91 Freeway Widening Project without delay.

This is to advise that the Riverside County Flood Control and Water Conservation District (Responsible Agency) has approved the above described Grant Project on March 10, 2015 and has made the following findings and determinations regarding the above described Grant Project:

1. The Grant Project will not have a significant effect on the environment.
2. A Final Environmental Impact Report (EIR) (SCH No. 2008071075) was prepared for the 91 Freeway Widening Project pursuant to the provisions of CEQA and was certified on August 10, 2012.
3. Mitigation measures were made a condition of the approval of the 91 Freeway Widening Project.
4. The Grant Project will not result in any new significant environmental effects not identified in the EIR and will not substantially increase the severity of the environmental effects identified in the EIR; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible.
5. No further action or environmental documentation is required to comply with the California Environmental Quality Act because the Grant Project was adequately analyzed in the earlier environmental documents.

This is to certify that the previously adopted EIR and the record of Project approval are available to the General Public at: The Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

---

Signature (Public Agency)

---

Title

---

Date

Date received for filing at OPR:

Authority cited: Sections 21083 and 21087, Public Resources Code.  
Reference: Sections 21000-21174, Public Resources Code.

Revised 2004

TMR:mcv  
P8\168335

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 2/17/2015 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25110 DEPT ID: 947400 PROGRAM:

AMOUNT: \$50.00

REF: CEQA notice of Determinatin posting Authorization to Grant a Right to Possess and use Real Property.

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes (signature) 2-17-15

PRESENTED BY: Tom Rheiner EXT 54643

CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

**COUNTY CLERK FEE SCHEDULE, continued...**

**Surety Fees**

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
Financial Statement - Admitted Surety Insurer.....	3.50
Revocation of Power of Attorney.....	27.00

**County Clerk's Copy and Certification Fees**

Certifying a copy of any filed paper.....	1.75
Photocopy or System Page Copy, First Page.....	1.00
Photocopy or System Page Copy, Each Additional Page.....	0.10
Certificate of Proof of Authority of Surety to Act.....	3.50
Certification of Notary Signature, One Name.....	15.00
Certification of Notary Signature (additional requests, same notary).....	2.25
Certification of Translation.....	10.00
Requests via the Public Records Act, First Page.....	1.00
Requests via the Public Records Act, Each Additional Page.....	0.10

**Filing Fees**

Administration of Oath for Humane Officer.....	5.00
<b>Fish &amp; Game documentary handling fee.....</b>	<b>50.00</b>
All papers for which a fee is not elsewhere provided.....	2.25
Environmental Impact Report .....	3,029.75
Negative Declaration .....	2,181.25
FBN Daily Report .....	100/month

**Other Fees**

Bank Returned Item Fee .....	32.00
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**NOTE:**

**No documents will be returned unless a stamped, self-addressed envelope is included.**

**DISCLAIMER:** The information contained herein was valid at the time of publication. The Assessor-County Clerk-Recorder reserves the right to modify, change or make improvements at any time, without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.



Project: State Route 91 CIP  
APN 115-060-026  
Caltrans No. 22303  
Federal ID No. 33-0072823

**AGREEMENT FOR POSSESSION AND USE**

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date") by the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter referred to as "RCTC") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter referred to as the "DISTRICT.")

**RECITALS**

A. RCTC requires immediate possession of DISTRICT'S real property (legally described in Exhibit "A" attached hereto, designated as Parcel 22303 and hereafter referred to as "**Parcel**") for the purpose of constructing improvements in connection with the State Highway Route 91 Corridor Improvement Project ("Project"). The purpose of this Agreement is to allow RCTC to proceed with construction of the Project without delay.

B. The parties understand that any delay in the start of construction of the Project is contrary to the public interest. It is the intention of this Agreement to offer fair-market compensation to the DISTRICT for the immediate possession and use of the Parcel for construction of the Project. RCTC has made a firm written offer to pay the total sum of Sixty Thousand Seven Hundred Dollars (\$60,700.00) ("Deposit") to the DISTRICT and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies.

**OPERATIVE PROVISIONS**

In consideration of the sum to be paid to the DISTRICT and any other consideration hereinafter set forth, RCTC and DISTRICT agree as follows:

1. Immediate Possession and Use. DISTRICT hereby irrevocably grants to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel, including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, RCTC will tender the Deposit into escrow described below. RCTC shall have the right to take possession of the Parcel on the date the Deposit is paid into escrow. DISTRICT acknowledges that the Deposit represents the full amount of RCTC-approved appraisal of what is believed by RCTC to be just compensation owed for the acquisition of the Parcel. DISTRICT waives any right to challenge RCTC'S right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC.

1           2.     Escrow. This transaction will be handled through an escrow with Commonwealth  
2 Land Title Company, through its Newport Beach, California office, with Grace U. Kim as the  
3 Escrow Officer. RCTC shall pay all escrow and recording fees incurred in this transaction.  
4 DISTRICT shall be entitled to an interim disbursement of the Deposit, less any amounts payable  
5 to any other person having an interest in the Parcel. Any unearned rents will be prorated in  
6 escrow and RCTC will be credited with any outstanding security deposits. DISTRICT shall not  
7 be entitled to receive any proceeds until:

8                   (a)     all holders of liens and encumbrances on the Parcel have received full  
9 payment for all principal and interest due to them and have executed reconveyances of their  
10 interests in the Parcel;

11                   (b)     all other parties having interests in the Parcel have received payment  
12 therefor or have consented to a payment to DISTRICT, and;

13                   (c)     RCTC has acknowledged in writing that it concurs that all other parties  
14 having interests in the Parcel have received full payment or have consented to DISTRICT'S  
15 withdrawal.

16           The escrow shall remain open until either a settlement is reached, this Agreement  
17 is terminated or a final order of condemnation under Section 1268.030 of the California Code of  
18 Civil Procedure is entered by the court. Any sum disbursed to DISTRICT from this escrow shall  
19 be deducted from the ultimate amount received by DISTRICT as a result of any settlement,  
20 award or verdict of just compensation for the Parcel.

21           3.     No Conveyance or Further Encumbrance. On and after the date of execution of  
22 this Agreement, DISTRICT shall not voluntarily assign, sell, encumber or otherwise transfer all  
23 or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part,  
24 without first obtaining the written consent of RCTC.

25           4.     Taxes and Assessments. If applicable to the District, DISTRICT agrees to pay  
26 when due all taxes, including prorated taxes for the current year, and special assessments due on  
27 the date RCTC takes possession of the Parcel.

28           5.     Good Faith Negotiations. This Agreement is made with the understanding that  
RCTC will continue to negotiate in good faith with DISTRICT to acquire its interest in the  
Parcel by direct purchase. It is further understood that in the event a settlement is not reached  
within one hundred eighty (180) days of the execution of this Agreement, such failure will be an  
acknowledgment that the negotiations to acquire the Parcel have not been successful. As of such  
date, RCTC shall begin timely preparations for the filing of a complaint in eminent domain to  
acquire title to the Parcel but such time to file shall not exceed twelve (12) months from the  
effective date of this Agreement. If RCTC begins proceedings in eminent domain, it is  
understood and agreed that this Agreement shall continue in effect until either a settlement is  
reached or a final order of condemnation under Section 1268.030 of the California Code of Civil  
Procedure is entered by the court.

          6.     Right to Appear and be Heard. Section 1245.235 of the Code of Civil Procedure  
requires RCTC to give each person whose property is to be acquired by eminent domain notice  
and a reasonable opportunity to appear and be heard on the matters referred to in Section  
1240.030 of the Code of Civil Procedure, which provides:

1 "The power of eminent domain may be exercised to acquire property for a  
2 proposed project only if all of the following are established:

- 3 (1) The public interest and necessity require the project.
- 4 (2) The project is planned or located in the manner that will be most  
5 compatible with the greatest public good and the least private injury.
- 6 (3) The property sought to be acquired is necessary for the project.
- 7 (4) The offer required by Section 7267.2 of the Government Code has  
8 been made to the DISTRICT or others of record. (If an offer has not been  
9 made, an appraisal will be prepared as soon as practicable and an offer  
10 made of the full amount of such appraisal.)"

11 7. No "Right to Take" Challenge. By granting this irrevocable right to possession  
12 and use of the Parcel to RCTC, DISTRICT agrees to the following: (1) DISTRICT specifically  
13 waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the  
14 matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution  
15 of necessity by RCTC authorizing the taking of the Parcel; (2) DISTRICT shall not object to the  
16 filing of an eminent domain proceeding to acquire the Parcel; and (3) in any eminent domain  
17 action filed by RCTC to acquire the Parcel, DISTRICT shall not challenge RCTC'S right to take  
18 the Parcel, and the only issue shall be the amount of just compensation for the Property provided  
19 RCTC is diligently pursuing the acquisition of the Parcel.

20 8. Refund. DISTRICT agrees that in the event the ultimate amount of any  
21 settlement, award, or verdict is less than the total of the sums paid to and withdrawn by  
22 DISTRICT, the DISTRICT shall refund the difference including interest to RCTC.

23 9. Waiver of Claims Other than Greater Compensation. DISTRICT expressly  
24 waives its claims and defenses with respect to RCTC'S right to take in any subsequent eminent  
25 domain proceeding except a claim for greater compensation.

26 10. Eminent Domain Valuation Date. In the event proceedings in eminent domain are  
27 begun, the date of valuation for determining the amount of just compensation for the Parcel shall  
28 be the date on which RCTC files the complaint in said proceeding.

29 11. Interest. Compensation awarded in an eminent domain proceeding shall draw  
30 interest as prescribed at the apportionment rate calculated by the Controller as the rate of  
31 earnings by the Surplus Money Investment Fund for each six-month period. DISTRICT shall be  
32 entitled to receive interest on any sum received as compensation for its interest in the Parcel,  
33 whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the  
34 date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending  
35 on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320.

36 12. Abandonment. At any time after the commencement of the proceeding in  
37 eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part.

38 13. Hazardous Materials. If any hazardous materials are present on the Parcel on the  
date RCTC takes possession, DISTRICT shall be responsible for and bear the entire cost of all  
removal, disposal, cleanup and decontamination which may be required because of DISTRICT

1 proximately causing the presence of these hazardous materials. DISTRICT shall further hold  
2 RCTC, its officers and employees harmless from all responsibility, liability and claims for  
3 damages to persons or property resulting from the existence or use of hazardous materials  
4 proximately caused by the DISTRICT which are present on the Parcel on the date RCTC takes  
5 possession under this Agreement.

6 14. Indemnity. RCTC agrees to indemnify, defend, and hold harmless DISTRICT  
7 from any liability arising out of RCTC'S operations under this Agreement. RCTC further agrees  
8 to assume responsibility for any damages proximately caused by reason of RCTC'S operations  
9 under this Agreement and RCTC will, at its option, either repair or pay for such damage.

10 15. Successors and Assigns. This Agreement shall also extend to and bind the legal  
11 representatives, successors and assigns of the parties.

12 16. Memorandum. RCTC and DISTRICT shall executed, acknowledge and cause to  
13 be recorded a memorandum of this Agreement ("Memorandum").

14 17. Amendment. This Agreement may only be amended by written agreement,  
15 executed by all parties.

16 18. Counterparts. This Agreement may be executed in one or more counterparts, each  
17 of which shall be deemed an original, but all of which together shall constitute one and the same  
18 instrument.

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[Signatures on Following Page]

1 IN WITNESS WHEREOF, the parties have executed this Agreement the day and year  
2 first above written.

3 **RECOMMENDED FOR APPROVAL:**

**DISTRICT:**

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

4  
5  
6 By:   
7 WARREN D. WILLIAMS  
8 General Manager-Chief Engineer

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

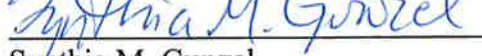
Dated: \_\_\_\_\_

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11 APPROVED AS TO FORM:

ATTEST:

12 GREGORY P. PRIAMOS  
13 County Counsel

Kecia Harper-Ihem  
Clerk of the Board

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

By: \_\_\_\_\_  
Deputy  
(Seal)

17 APPROVED AS TO FORM:

**RCTC:**

18 BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION,  
a public agency of the State of California

19  
20 By: \_\_\_\_\_  
21 STEVEN DEBAUN, Attorney for  
22 RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Dated: \_\_\_\_\_

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24  
25 GSW:rlp  
26 1/16/15

27 Project: State Route 91 CIP  
28 APN 115-060-026  
Caltrans No. 22303  
Federal ID No. 33-0072823

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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# PSOMAS

## EXHIBIT 'A1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22303-1

#### Permanent Aerial Easement

APN 115-060-026

In the City of Corona, County of Riverside, State of California, being a portion of Parcel 2050-18A, as said parcel is shown on the map filed in Book 73 of Records of Survey at Pages 31 through 36, inclusive, Riverside County Records, described as follows:

**Beginning** at the most westerly corner of said parcel, said corner being the beginning of a non-tangent curve concave northerly having a radius of 5,015.00 feet, to which point a radial line bears South 15°39'59" East; thence easterly along the northerly line of said parcel and said curve 11.56 feet through a central angle of 00°07'55" to a point thereon; thence North 74°12'05" East 225.49 feet continuing along said northerly line to the most northerly corner thereof; thence South 03°38'41" West 116.55 feet along a portion of the general northeasterly line of said land to an angle point therein; thence South 41°21'19" East 56.77 feet continuing along said general northeasterly line to a point thereon, said point being the beginning of a non-tangent curve concave northerly having a radius of 3,063.00 feet, to which point a radial line bears South 20°01'43" East; thence westerly along said curve 144.66 feet through a central angle of 02°42'22" to a point on the general southwesterly line of said land; thence North 34°57'53" West 42.45 feet along said general southwesterly line to an angle point therein; thence North 42°25'56" West 143.53 feet continuing along said general southwesterly line to the **Point of Beginning**.

Containing 28,890 square feet.

See Exhibit 'A2' attached hereto and made a part hereof.



# PSOMAS

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The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

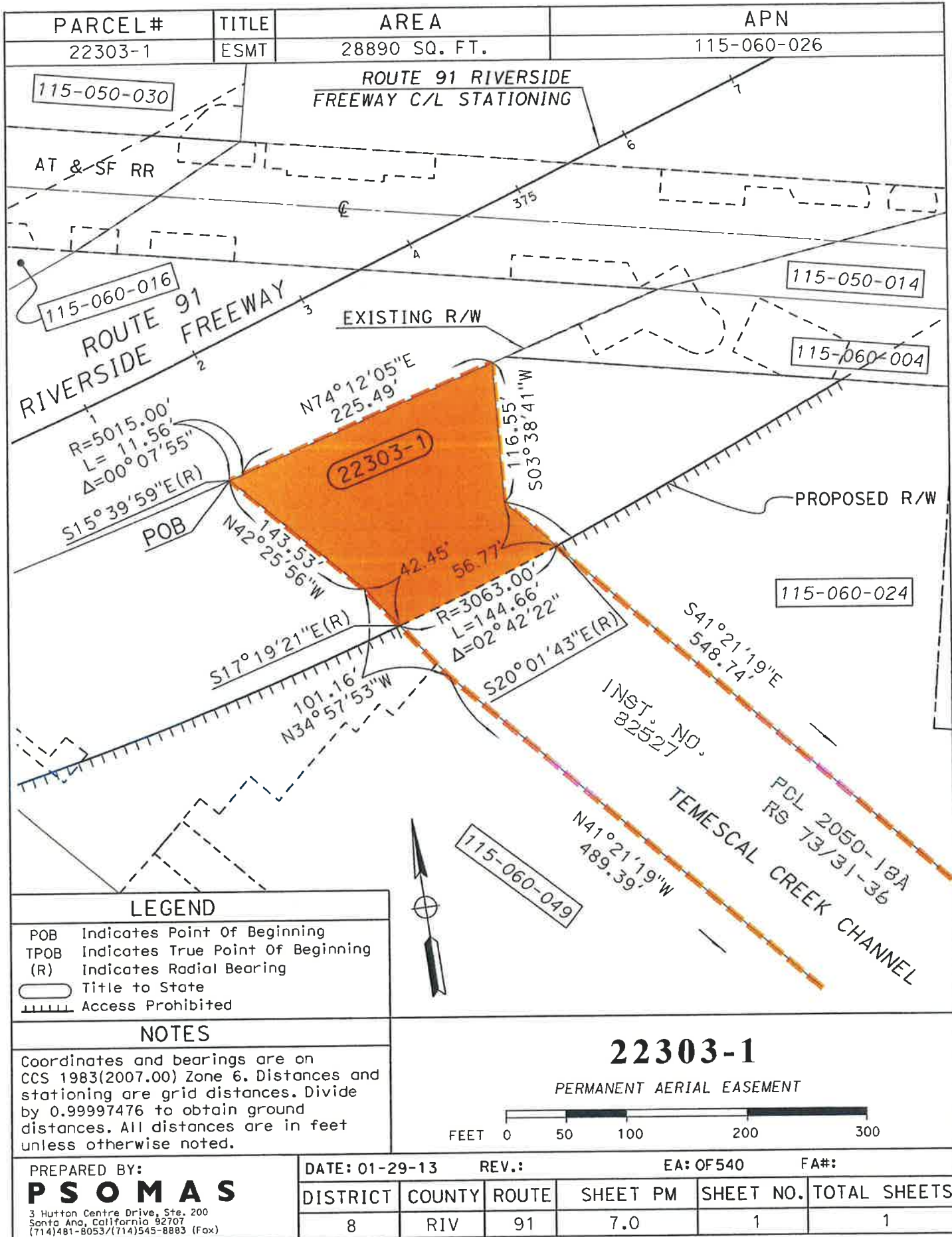
Prepared under the direction of

Brian E. Bullock  
Brian E. Bullock, PLS 5260

1-29-13  
Date



# EXHIBIT A2



Project: State Route 91 CIP  
APN 115-050-030  
Caltrans No. 22344  
Federal ID No. 33-0072823

## AGREEMENT FOR POSSESSION AND USE

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date") by the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter referred to as "RCTC") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter referred to as the "DISTRICT.")

### RECITALS

A. RCTC requires immediate possession of DISTRICT'S real property (legally described in Exhibit "A" attached hereto, designated as Parcel 22344 and hereafter referred to as "Parcel") for the purpose of constructing improvements in connection with the State Highway Route 91 Corridor Improvement Project ("Project"). The purpose of this Agreement is to allow RCTC to proceed with construction of the Project without delay.

B. The parties understand that any delay in the start of construction of the Project is contrary to the public interest. It is the intention of this Agreement to offer fair-market compensation to the DISTRICT for the immediate possession and use of the Parcel for construction of the Project. RCTC has made a firm written offer to pay the total sum of Forty Seven Thousand Five Hundred Dollars (\$47,500.00) ("Deposit") to the DISTRICT and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies.

### OPERATIVE PROVISIONS

In consideration of the sum to be paid to the DISTRICT and any other consideration hereinafter set forth, RCTC and DISTRICT agree as follows:

1. Immediate Possession and Use. DISTRICT hereby irrevocably grants to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel, including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, RCTC will tender the Deposit into escrow described below. RCTC shall have the right to take possession of the Parcel on the date the Deposit is paid into escrow. DISTRICT acknowledges that the Deposit represents the full amount of RCTC-approved appraisal of what is believed by RCTC to be just compensation owed for the acquisition of the Parcel. DISTRICT waives any right to challenge RCTC'S right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC.

1           2.     Escrow. This transaction will be handled through an escrow with Commonwealth  
2 Land Title Company, through its Newport Beach, California office, with Grace U. Kim as the  
3 Escrow Officer. RCTC shall pay all escrow and recording fees incurred in this transaction.  
4 DISTRICT shall be entitled to an interim disbursement of the Deposit, less any amounts payable  
5 to any other person having an interest in the Parcel. Any unearned rents will be prorated in  
6 escrow and RCTC will be credited with any outstanding security deposits. DISTRICT shall not  
7 be entitled to receive any proceeds until:

8                   (a)     all holders of liens and encumbrances on the Parcel have received full  
9 payment for all principal and interest due to them and have executed reconveyances of their  
10 interests in the Parcel;

11                   (b)     all other parties having interests in the Parcel have received payment  
12 therefor or have consented to a payment to DISTRICT, and;

13                   (c)     RCTC has acknowledged in writing that it concurs that all other parties  
14 having interests in the Parcel have received full payment or have consented to DISTRICT'S  
15 withdrawal.

16           The escrow shall remain open until either a settlement is reached, this Agreement  
17 is terminated or a final order of condemnation under Section 1268.030 of the California Code of  
18 Civil Procedure is entered by the court. Any sum disbursed to DISTRICT from this escrow shall  
19 be deducted from the ultimate amount received by DISTRICT as a result of any settlement,  
20 award or verdict of just compensation for the Parcel.

21           3.     No Conveyance or Further Encumbrance. On and after the date of execution of  
22 this Agreement, DISTRICT shall not voluntarily assign, sell, encumber or otherwise transfer all  
23 or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part,  
24 without first obtaining the written consent of RCTC.

25           4.     Taxes and Assessments. If applicable to the DISTRICT, DISTRICT agrees to pay  
26 when due all taxes, including prorated taxes for the current year, and special assessments due on  
27 the date RCTC takes possession of the Parcel.

28           5.     Good Faith Negotiations. This Agreement is made with the understanding that  
RCTC will continue to negotiate in good faith with DISTRICT to acquire its interest in the  
Parcel by direct purchase. It is further understood that in the event a settlement is not reached  
within one hundred eighty (180) days of the execution of this Agreement, such failure will be an  
acknowledgment that the negotiations to acquire the Parcel have not been successful. As of such  
date, RCTC shall begin timely preparations for the filing of a complaint in eminent domain to  
acquire title to the Parcel but such time to file shall not exceed twelve (12) months from the  
effective date of this Agreement. If RCTC begins proceedings in eminent domain, it is  
understood and agreed that this Agreement shall continue in effect until either a settlement is  
reached or a final order of condemnation under Section 1268.030 of the California Code of Civil  
Procedure is entered by the court.

          6.     Right to Appear and be Heard. Section 1245.235 of the Code of Civil Procedure  
requires RCTC to give each person whose property is to be acquired by eminent domain notice  
and a reasonable opportunity to appear and be heard on the matters referred to in Section  
1240.030 of the Code of Civil Procedure, which provides:

1 "The power of eminent domain may be exercised to acquire property for a  
2 proposed project only if all of the following are established:

- 3 (1) The public interest and necessity require the project.
- 4 (2) The project is planned or located in the manner that will be most  
5 compatible with the greatest public good and the least private injury.
- 6 (3) The property sought to be acquired is necessary for the project.
- 7 (4) The offer required by Section 7267.2 of the Government Code has  
8 been made to the DISTRICT or others of record. (If an offer has not been  
9 made, an appraisal will be prepared as soon as practicable and an offer  
10 made of the full amount of such appraisal.)"

11 7. No "Right to Take" Challenge. By granting this irrevocable right to possession  
12 and use of the Parcel to RCTC, DISTRICT agrees to the following: (1) DISTRICT specifically  
13 waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the  
14 matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution  
15 of necessity by RCTC authorizing the taking of the Parcel; (2) DISTRICT shall not object to the  
16 filing of an eminent domain proceeding to acquire the Parcel; and (3) in any eminent domain  
17 action filed by RCTC to acquire the Parcel, DISTRICT shall not challenge RCTC'S right to take  
18 the Parcel, and the only issue shall be the amount of just compensation for the Property provided  
19 RCTC is diligently pursuing the acquisition of the Parcel.

20 8. Refund. DISTRICT agrees that in the event the ultimate amount of any  
21 settlement, award, or verdict is less than the total of the sums paid to and withdrawn by  
22 DISTRICT, the DISTRICT shall refund the difference including interest to RCTC.

23 9. Waiver of Claims Other than Greater Compensation. DISTRICT expressly  
24 waives its claims and defenses with respect to RCTC'S right to take in any subsequent eminent  
25 domain proceeding except a claim for greater compensation.

26 10. Eminent Domain Valuation Date. In the event proceedings in eminent domain are  
27 begun, the date of valuation for determining the amount of just compensation for the Parcel shall  
28 be the date on which RCTC files the complaint in said proceeding.

29 11. Interest. Compensation awarded in an eminent domain proceeding shall draw  
30 interest as prescribed at the apportionment rate calculated by the Controller as the rate of  
31 earnings by the Surplus Money Investment Fund for each six-month period. DISTRICT shall be  
32 entitled to receive interest on any sum received as compensation for its interest in the Parcel,  
33 whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the  
34 date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending  
35 on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320.

36 12. Abandonment. At any time after the commencement of the proceeding in  
37 eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part.

38 13. Hazardous Materials. If any hazardous materials are present on the Parcel on the  
date RCTC takes possession, DISTRICT shall be responsible for and bear the entire cost of all  
removal, disposal, cleanup and decontamination which may be required because of DISTRICT

Using the presence of these hazardous materials. DISTRICT shall further hold its officers and employees harmless from all responsibility, liability and claims for injuries or property resulting from the existence or use of hazardous materials caused by the DISTRICT which are present on the Parcel on the date RCTC enters into this Agreement.

Indemnity. RCTC agrees to indemnify, defend, and hold harmless DISTRICT from all claims arising out of RCTC'S operations under this Agreement. RCTC further agrees to assume responsibility for any damages proximately caused by reason of RCTC'S operations under this Agreement and RCTC will, at its option, either repair or pay for such damage.

Successors and Assigns. This Agreement shall also extend to and bind the legal heirs, successors and assigns of the parties.

Memorandum. RCTC and DISTRICT shall execute, acknowledge and cause to be recorded a Memorandum of this Agreement ("Memorandum").

Amendment. This Agreement may only be amended by written agreement of both parties.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signatures on Following Page]

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1 IN WITNESS WHEREOF, the parties have executed this Agreement the day and year  
2 first above written.

3 **RECOMMENDED FOR APPROVAL:**

**DISTRICT:**

4 RIVERSIDE COUNTY FLOOD CONTROL  
5 AND WATER CONSERVATION DISTRICT

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

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

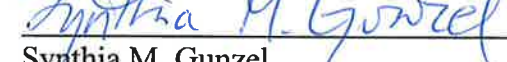
Dated: \_\_\_\_\_

10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS  
12 County Counsel

Kecia Harper-Ihem  
Clerk of the Board

13  
14 By:   
15 Synthia M. Gunzel  
16 Deputy County Counsel

By: \_\_\_\_\_  
Deputy  
(Seal)

17 APPROVED AS TO FORM:

**RCTC:**

18 BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION,  
a public agency of the State of California

20 By: \_\_\_\_\_  
21 STEVEN DEBAUN, Attorney for  
22 RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Dated: \_\_\_\_\_

25 GSW:rlp  
26 1/26/15

27 Project: State Route 91 CIP  
28 APN 115-050-030  
Caltrans No. 22344  
Federal ID No. 33-0072823

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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# PSOMAS

## EXHIBIT 'D1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22344-4

Temporary Construction Easement

APN 115-050-030

In the City of Corona, County of Riverside, State of California, being a portion of the lands described in the Grant Deed recorded April 20, 1971 as Instrument No. 40454 and the Director's Deed recorded May 2, 1973 as Instrument No. 56606, both of Official Records of said County, said lands also being a portion of Parcels 2050-14A, 2050-14B, and 2050-15A as said parcels are shown on that certain Record of Survey filed in Book 48, Pages 85 through 88, inclusive, of Record of Surveys of said County, described as follows:

**Beginning** at the southeasterly corner of said land described in said Instrument No. 56606, thence North 77°34'12" West 234.51 feet along the southerly line of said land to a point thereon, said point being the **True Point of Beginning**; thence continuing along said southerly line, the southerly and westerly lines of said Parcel 2050-14B, and the westerly lines of said deeds the following three (3) courses: 1) North 77°34'12" West 154.00 feet, to the beginning of a curve concave northerly having a radius of 5,679.66 feet; 2) westerly along said curve 58.28 feet through a central angle of 00°35'17" to the most westerly corner of said Parcel 2050-14B; and 3) North 28°02'31" East 203.27 feet to an angle point in said westerly line of the lands described in said Instrument No. 40454; thence North 90°00'00" East 75.93 feet; thence South 09°00'50" East 228.21 feet to the **True Point of Beginning**.

Containing 29,370 square feet.

See Exhibit 'D2' attached hereto and made a part hereof.

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The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



Brian E. Bullock, PLS 5260

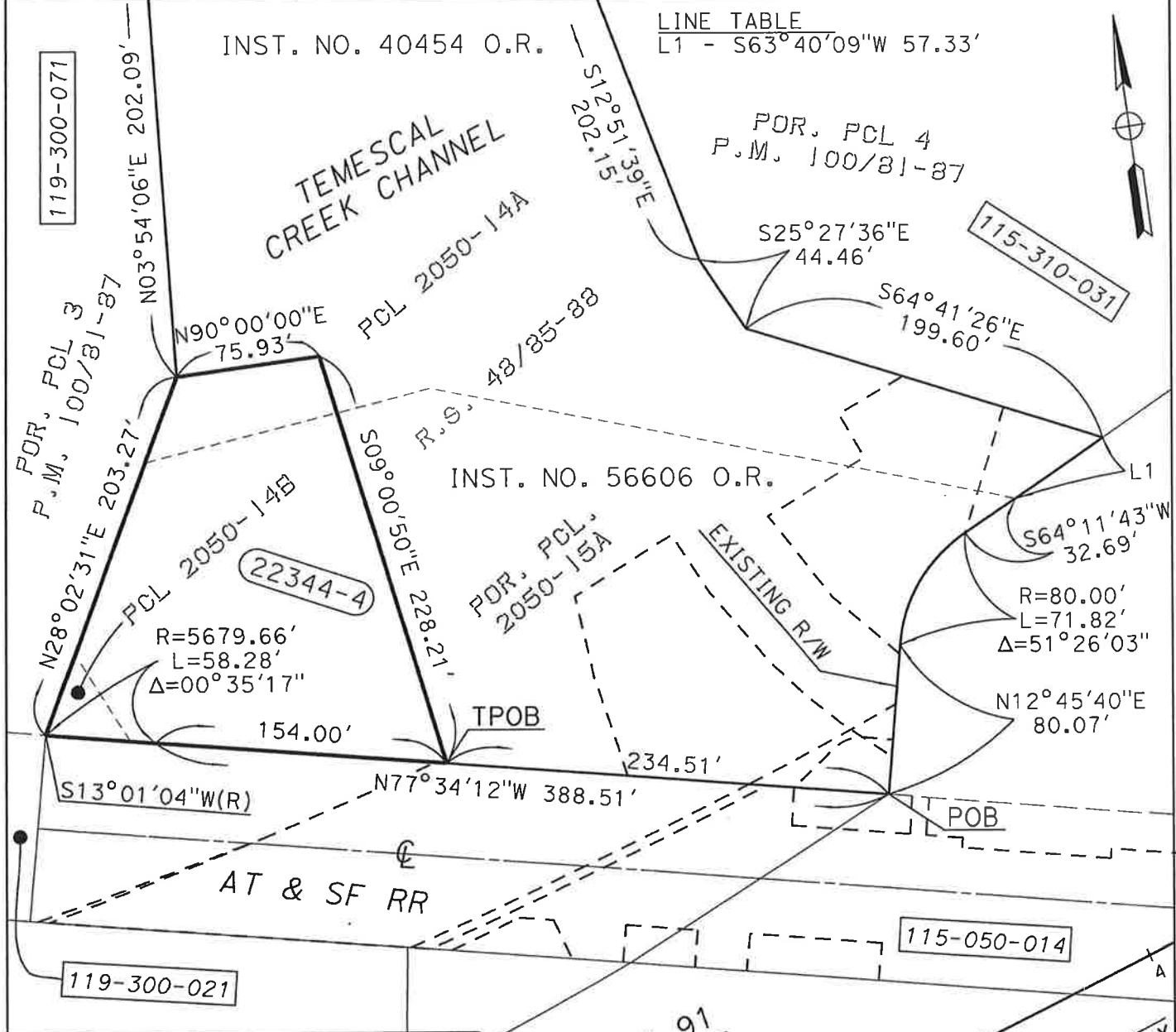
5-20-14

Date



# EXHIBIT D2

PARCEL#	TITLE	AREA	APN
22344-4	TCE	29370 SQ.FT.	115-050-030



LEGEND
POB Indicates Point Of Beginning
TPOB Indicates True Point Of Beginning
(R) Indicates Radial Bearing
[ ] Title to State
- - - - - Access Prohibited
NOTES
Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

## 22344-4

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 05-20-14    REV.:	EA: OF540    FA#:			
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	RIV	91	7.1	1	1

# PSOMAS

## EXHIBIT 'E1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22344-5

Temporary Construction Easement

APN 115-050-030

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Director's Deed recorded May 2, 1973 as Instrument No. 56606 of Official Records of said County, described as follows:

**Beginning** at the southeasterly corner of said land, thence North 77°34'12" West 138.00 feet along the southerly line of said land to a point thereon, thence North 10°33'59" West 55.01 feet; thence North 04°26'00" West 45.00 feet; thence North 65°25'00" East 60.28 feet; thence South 24°35'00" East 35.71 feet; thence South 32°00'00" East 50.00 feet; thence South 38°30'00" East 25.00 feet; thence South 43°00'00" East 25.00 feet; thence South 48°06'51" East 32.19 feet to a point on the general easterly line of said land; thence South 12°45'40" West 20.00 feet along said general easterly line to the **Point of Beginning**.

Containing 12,101 square feet.

See Exhibit 'E2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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Prepared under the direction of

*Brian E. Bullock*

Brian E. Bullock, PLS 5260

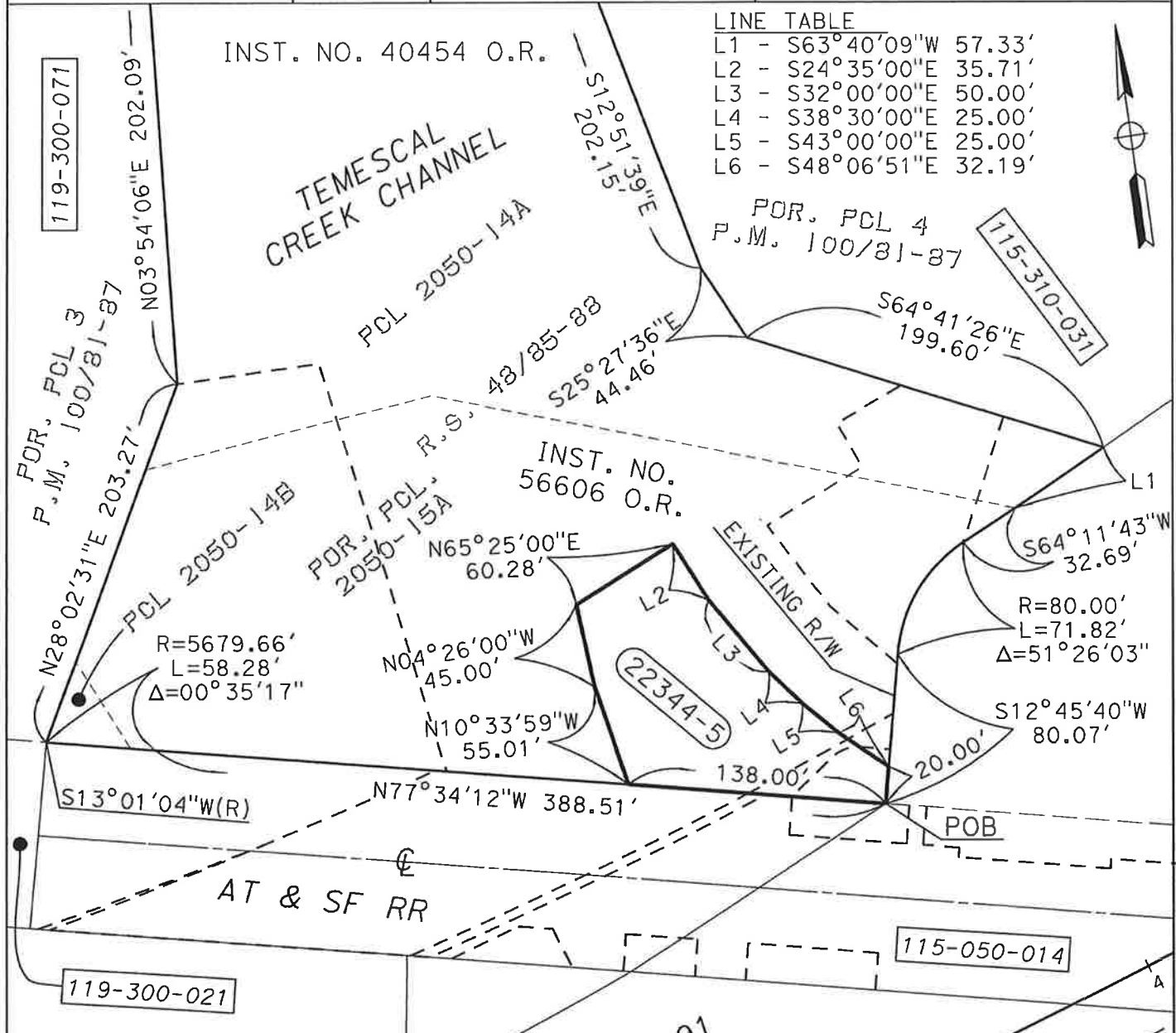
5-20-14

Date



# EXHIBIT E2

PARCEL#	TITLE	AREA	APN
22344-5	TCE	12101 SQ.FT.	115-050-030



**LINE TABLE**

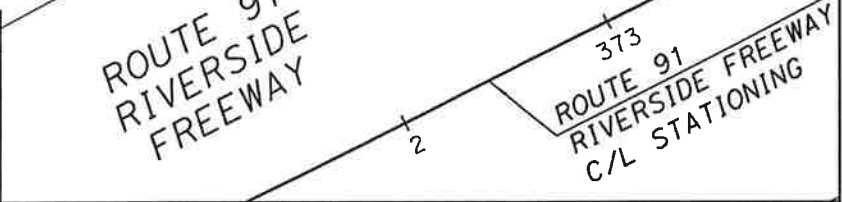
L1	- S63°40'09"W	57.33'
L2	- S24°35'00"E	35.71'
L3	- S32°00'00"E	50.00'
L4	- S38°30'00"E	25.00'
L5	- S43°00'00"E	25.00'
L6	- S48°06'51"E	32.19'

**LEGEND**

- POB Indicates Point Of Beginning
- TPOB Indicates True Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- |||| Access Prohibited

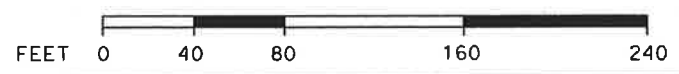
**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.



## 22344-5

TEMPORARY CONSTRUCTION EASEMENT



PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 05-20-14    REV.:    EA: OF540    FA#:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DISTRICT</th> <th>COUNTY</th> <th>ROUTE</th> <th>SHEET PM</th> <th>SHEET NO.</th> <th>TOTAL SHEETS</th> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">RIV</td> <td style="text-align: center;">91</td> <td style="text-align: center;">7.1</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> </table>	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS	8	RIV	91	7.1	1	1
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS									
8	RIV	91	7.1	1	1									

# PSOMAS

## EXHIBIT 'F1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22344-6

Temporary Construction Easement

APN 115-050-030

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Grant Deed recorded April 20, 1971 as Instrument No. 40454 and the Director's Deed recorded May 2, 1973 as Instrument No. 56606, both of Official Records of said County, described as follows:

**Beginning** at the southeasterly corner of said land described in said Instrument No. 56606, thence North 12°45'40" East 75.26 feet along the general easterly line of said land to a point thereon, said point being the **True Point of Beginning**; thence North 41°29'57" West 47.00 feet; thence North 30°00'00" West 55.00 feet; thence North 66°40'00" East 60.00 feet; thence North 22°30'00" West 27.00 feet; thence North 67°30'00" East 40.10 feet to a point on the general northeasterly line of said land described in said Instrument No. 40454; thence South 64°41'26" East 112.72 feet along said general northeasterly line to a point thereon, said point being the most northerly corner of the land described in the Grant Deed recorded October 3, 1985 as Instrument No. 222792 of Official Records of said County; thence South 63°40'09" West 57.33 feet along the northwesterly line of said land described in said Instrument No. 222792 to the most westerly corner thereof, said corner also being the most easterly corner of the land described in said Instrument No. 56606; thence South 64°11'43" West 32.69 feet along said general easterly line to a point thereon, said point being the beginning of a curve concave southeasterly having a radius of 80.00 feet; thence southwesterly, continuing along said general easterly line and said curve 71.82 feet through a central angle of 51°26'03" to a point thereon; thence South 12°45'40" West 4.81 feet continuing along said general easterly line to the **True Point of Beginning**.

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Containing 11,373 square feet.

See Exhibit 'F2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



Brian E. Bullock, PLS 5260

5-20-14

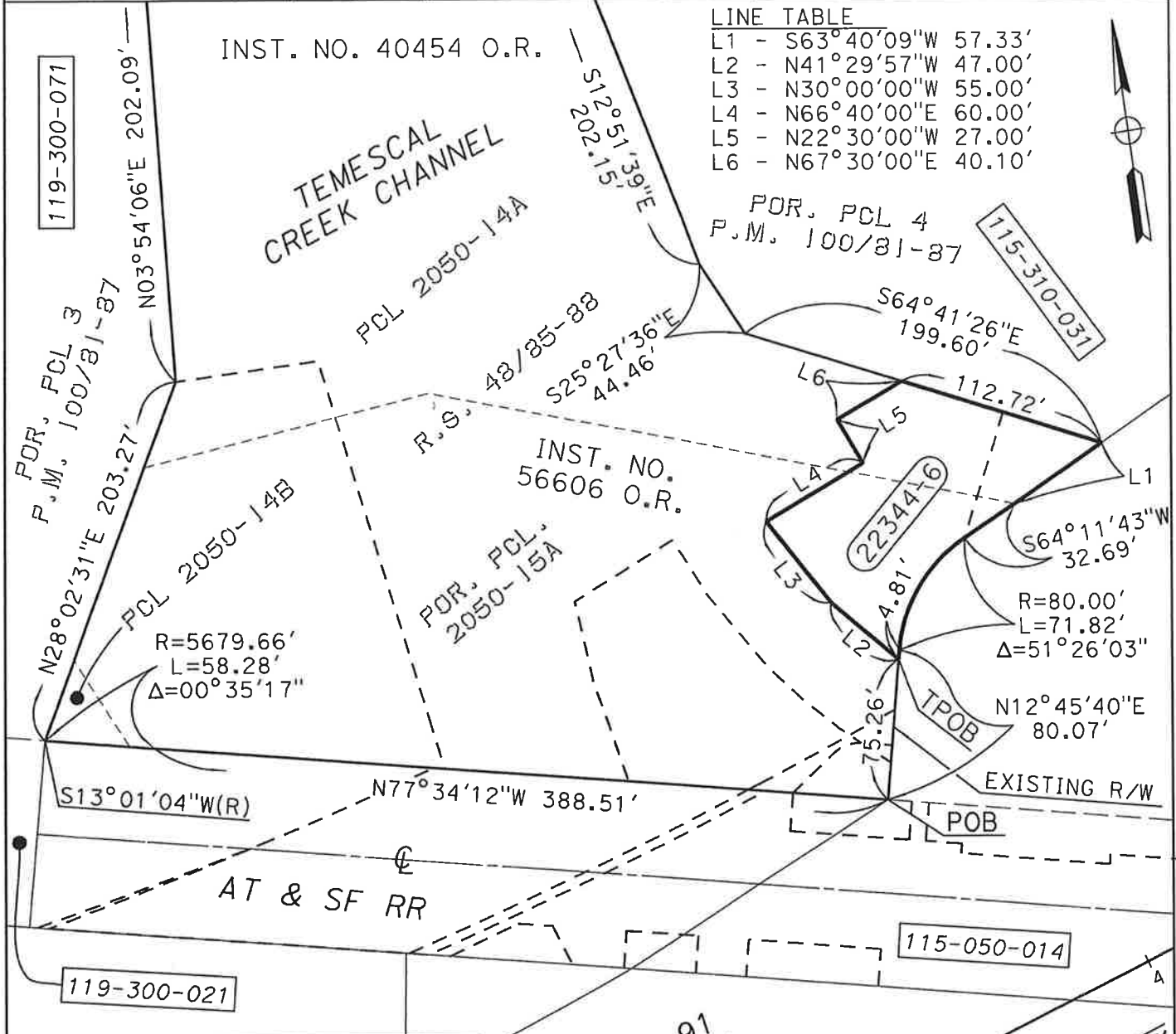
Date





# EXHIBIT F2

PARCEL#	TITLE	AREA	APN
22344-6	TCE	11373 SQ.FT.	115-050-030



LEGEND
POB Indicates Point Of Beginning
TPOB Indicates True Point Of Beginning
(R) Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span> Title to State
----- Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

## 22344-6

TEMPORARY CONSTRUCTION EASEMENT

FEET 0 40 80 160 240

PREPARED BY:	DATE: 05-20-14	REV.:	EA: OF540	FA#:
<b>PSOMAS</b>	DISTRICT	COUNTY	ROUTE	SHEET PM
3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)461-8053/(714)545-8883 (Fax)	8	RIV	91	7.1
	SHEET NO.	TOTAL SHEETS		
	1	1		

Project: State Route 91 CIP  
APN 115-050-033  
Caltrans No. 22308  
Federal ID No. 33-0072823

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AGREEMENT FOR POSSESSION AND USE

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date") by the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter referred to as "RCTC") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter referred to as the "DISTRICT.")

RECITALS

A. RCTC requires immediate possession of DISTRICT's real property (legally described in Exhibit "A" attached hereto, designated as Parcel 22308 and hereafter referred to as "Parcel") for the purpose of constructing improvements in connection with the State Highway Route 91 Corridor Improvement Project ("Project"). The purpose of this Agreement is to allow RCTC to proceed with construction of the Project without delay.

B. The parties understand that any delay in the start of construction of the Project is contrary to the public interest. It is the intention of this Agreement to offer fair-market compensation to the DISTRICT for the immediate possession and use of the Parcel for construction of the Project. RCTC has made a firm written offer to pay the total sum of Four Hundred Thirty Three Thousand Dollars (\$433,000.00) ("Deposit") to the DISTRICT and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies.

OPERATIVE PROVISIONS

In consideration of the sum to be paid to the DISTRICT and any other consideration hereinafter set forth, RCTC and DISTRICT agree as follows:

1. Immediate Possession and Use. DISTRICT hereby irrevocably grants to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel, including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, RCTC will tender the Deposit into escrow described below. RCTC shall have the right to take possession of the Parcel on the date the Deposit is paid into escrow. DISTRICT acknowledges that the Deposit represents the full amount of RCTC-approved appraisal of what is believed by RCTC to be just compensation owed for the acquisition of the Parcel. DISTRICT waives any right to challenge RCTC'S right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC.

1           2.     Escrow. This transaction will be handled through an escrow with Commonwealth  
2 Land Title Company, through its Newport Beach, California office, with Grace U. Kim as the  
3 Escrow Officer. RCTC shall pay all escrow and recording fees incurred in this transaction.  
4 DISTRICT shall be entitled to an interim disbursement of the Deposit, less any amounts payable  
5 to any other person having an interest in the Parcel. Any unearned rents will be prorated in  
6 escrow and RCTC will be credited with any outstanding security deposits. DISTRICT shall not  
7 be entitled to receive any proceeds until:

8                   (a)     all holders of liens and encumbrances on the Parcel have received full  
9 payment for all principal and interest due to them and have executed reconveyances of their  
10 interests in the Parcel;

11                   (b)     all other parties having interests in the Parcel have received payment  
12 therefor or have consented to a payment to DISTRICT, and;

13                   (c)     RCTC has acknowledged in writing that it concurs that all other parties  
14 having interests in the Parcel have received full payment or have consented to DISTRICT'S  
15 withdrawal.

16                   The escrow shall remain open until either a settlement is reached, this Agreement  
17 is terminated or a final order of condemnation under Section 1268.030 of the California Code of  
18 Civil Procedure is entered by the court. Any sum disbursed to DISTRICT from this escrow shall  
19 be deducted from the ultimate amount received by DISTRICT as a result of any settlement,  
20 award or verdict of just compensation for the Parcel.

21           3.     No Conveyance or Further Encumbrance. On and after the date of execution of  
22 this Agreement, DISTRICT shall not voluntarily assign, sell, encumber or otherwise transfer all  
23 or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part,  
24 without first obtaining the written consent of RCTC.

25           4.     Taxes and Assessments. If applicable to the DISTRICT, DISTRICT agrees to pay  
26 when due all taxes, including prorated taxes for the current year, and special assessments due on  
27 the date RCTC takes possession of the Parcel.

28           5.     Good Faith Negotiations. This Agreement is made with the understanding that  
RCTC will continue to negotiate in good faith with DISTRICT to acquire its interest in the  
Parcel by direct purchase. It is further understood that in the event a settlement is not reached  
within one hundred eighty (180) days of the execution of this Agreement, such failure will be an  
acknowledgment that the negotiations to acquire the Parcel have not been successful. As of such  
date, RCTC shall begin timely preparations for the filing of a complaint in eminent domain to  
acquire title to the Parcel but such time to file shall not exceed twelve (12) months from the  
effective date of this Agreement. If RCTC begins proceedings in eminent domain, it is  
understood and agreed that this Agreement shall continue in effect until either a settlement is  
reached or a final order of condemnation under Section 1268.030 of the California Code of Civil  
Procedure is entered by the court.

          6.     Right to Appear and be Heard. Section 1245.235 of the Code of Civil Procedure  
requires RCTC to give each person whose property is to be acquired by eminent domain notice  
and a reasonable opportunity to appear and be heard on the matters referred to in Section  
1240.030 of the Code of Civil Procedure, which provides:

1 "The power of eminent domain may be exercised to acquire property for a  
2 proposed project only if all of the following are established:

- 3 (1) The public interest and necessity require the project.
- 4 (2) The project is planned or located in the manner that will be most  
5 compatible with the greatest public good and the least private injury.
- 6 (3) The property sought to be acquired is necessary for the project.
- 7 (4) The offer required by Section 7267.2 of the Government Code has  
8 been made to the DISTRICT or others of record. (If an offer has not been  
9 made, an appraisal will be prepared as soon as practicable and an offer  
10 made of the full amount of such appraisal.)"

11 7. No "Right to Take" Challenge. By granting this irrevocable right to possession  
12 and use of the Parcel to RCTC, DISTRICT agrees to the following: (1) DISTRICT specifically  
13 waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the  
14 matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution  
15 of necessity by RCTC authorizing the taking of the Parcel; (2) DISTRICT shall not object to the  
16 filing of an eminent domain proceeding to acquire the Parcel; and (3) in any eminent domain  
17 action filed by RCTC to acquire the Parcel, DISTRICT shall not challenge RCTC'S right to take  
18 the Parcel, and the only issue shall be the amount of just compensation for the Property provided  
19 RCTC is diligently pursuing the acquisition of the Parcel.

20 8. Refund. DISTRICT agrees that in the event the ultimate amount of any  
21 settlement, award, or verdict is less than the total of the sums paid to and withdrawn by  
22 DISTRICT, the DISTRICT shall refund the difference including interest to RCTC.

23 9. Waiver of Claims Other than Greater Compensation. DISTRICT expressly  
24 waives its claims and defenses with respect to RCTC'S right to take in any subsequent eminent  
25 domain proceeding except a claim for greater compensation.

26 10. Eminent Domain Valuation Date. In the event proceedings in eminent domain are  
27 begun, the date of valuation for determining the amount of just compensation for the Parcel shall  
28 be the date on which RCTC files the complaint in said proceeding.

29 11. Interest. Compensation awarded in an eminent domain proceeding shall draw  
30 interest as prescribed at the apportionment rate calculated by the Controller as the rate of  
31 earnings by the Surplus Money Investment Fund for each six-month period. DISTRICT shall be  
32 entitled to receive interest on any sum received as compensation for its interest in the Parcel,  
33 whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the  
34 date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending  
35 on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320.

36 12. Abandonment. At any time after the commencement of the proceeding in  
37 eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part.

38 13. Hazardous Materials. If any hazardous materials are present on the Parcel on the  
date RCTC takes possession, DISTRICT shall be responsible for and bear the entire cost of all  
removal, disposal, cleanup and decontamination which may be required because of DISTRICT

1 proximately causing the presence of these hazardous materials. DISTRICT shall further hold  
2 RCTC, its officers and employees harmless from all responsibility, liability and claims for  
3 damages to persons or property resulting from the existence or use of hazardous materials  
4 proximately caused by the DISTRICT which are present on the Parcel on the date RCTC takes  
5 possession under this Agreement.

6 14. Indemnity. RCTC agrees to indemnify, defend, and hold harmless DISTRICT  
7 from any liability arising out of RCTC'S operations under this Agreement. RCTC further agrees  
8 to assume responsibility for any damages proximately caused by reason of RCTC'S operations  
9 under this Agreement and RCTC will, at its option, either repair or pay for such damage.

10 15. Successors and Assigns. This Agreement shall also extend to and bind the legal  
11 representatives, successors and assigns of the parties.

12 16. Memorandum. RCTC and DISTRICT shall executed, acknowledge and cause to  
13 be recorded a memorandum of this Agreement ("Memorandum").

14 17. Amendment. This Agreement may only be amended by written agreement,  
15 executed by all parties.

16 18. Counterparts. This Agreement may be executed in one or more counterparts, each  
17 of which shall be deemed an original, but all of which together shall constitute one and the same  
18 instrument.

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[Signatures on Following Page]

1 IN WITNESS WHEREOF, the parties have executed this Agreement the day and year  
2 first above written.

3 **RECOMMENDED FOR APPROVAL:**

**DISTRICT:**

4 RIVERSIDE COUNTY FLOOD CONTROL  
5 AND WATER CONSERVATION DISTRICT

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

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


Dated: \_\_\_\_\_

10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS  
12 County Counsel

Kecia Harper-Ihem  
Clerk of the Board

13  
14 By:   
15 Synthia M. Gunzel  
16 Deputy County Counsel

By: \_\_\_\_\_  
Deputy  
(Seal)

17 APPROVED AS TO FORM:

**RCTC:**

18 BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION,  
a public agency of the State of California

19  
20 By: \_\_\_\_\_  
21 STEVEN DEBAUN, Attorney for  
22 RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Dated: \_\_\_\_\_

24 GSW:rlp  
25 1/26/15

26  
27 Project: State Route 91 CIP  
28 APN 115-050-033  
Caltrans No. 22308  
Federal ID No. 33-0072823

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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# PSOMAS

## EXHIBIT 'C1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22308-3

Permanent Utility Easement

APN 115-050-033

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Director's Deed recorded July 13, 1992 as Instrument No. 257756 of Official Records of said County, described as follows:

**Beginning** at the most westerly corner of said land, thence North 12°25'48" East 39.97 feet along the westerly line of said land to a point, said point being the **True Point of Beginning**; thence North 12°25'48" East 4.46 feet along said westerly line to the most northwesterly corner of said land; thence North 82°24'46" East 16.20 feet along the general northerly line of said land to a point thereon; thence South 77°36'16" East 13.81 feet; thence South 89°37'47" East 40.82 feet; thence South 77°36'16" East 18.20 feet; thence North 12°23'44" East 4.28 feet; thence South 77°36'16" East 17.00 feet; thence North 65°18'11" East 19.69 feet; thence South 26°48'27" East 2.50 feet; thence North 63°11'33" East 26.52 feet; thence South 26°48'27" East 2.50 feet; thence North 63°11'33" East 11.35 feet; thence South 26°48'27" East 5.00 feet; thence South 63°11'33" West 11.27 feet; thence South 26°48'27" East 2.50 feet; thence South 63°11'33" West 26.60 feet; thence South 26°48'27" East 2.50 feet; thence South 63°11'33" West 2.27 feet; thence South 26°48'27" East 2.00 feet; thence South 63°11'33" West 19.86 feet; thence North 26°48'27" West 2.00 feet; thence South 63°11'33" West 77.60 feet to a point on the southerly line of said land; thence North 77°34'12" West 23.71 feet along said southerly line to a point thereon; thence North 63°11'33" East 76.36 feet; thence North 77°34'12" West 18.51 feet; thence North 89°37'47" West 39.79 feet; thence North 77°36'16" West 30.09 feet to the **True Point of Beginning**.

Containing 2,979 square feet.



# PSOMAS

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See Exhibit 'C2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



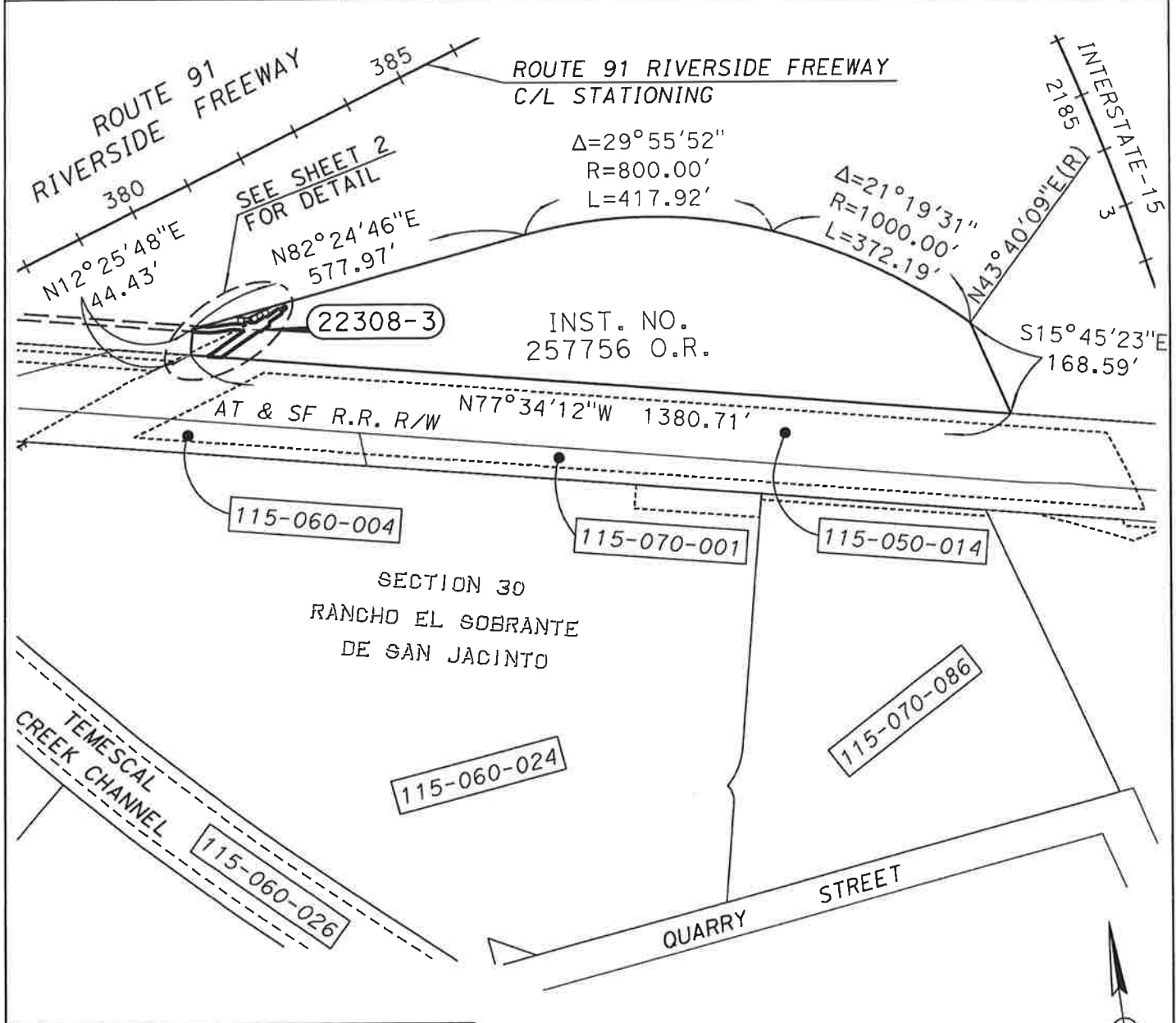
Brian E. Bullock, PLS 5260

7-02-14  
Date



# EXHIBIT C2

PARCEL#	TITLE	AREA	APN
22308-3	PUE	2979 SQ. FT.	115-050-033



LEGEND	
POB	Indicates Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span>	Title to State
	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

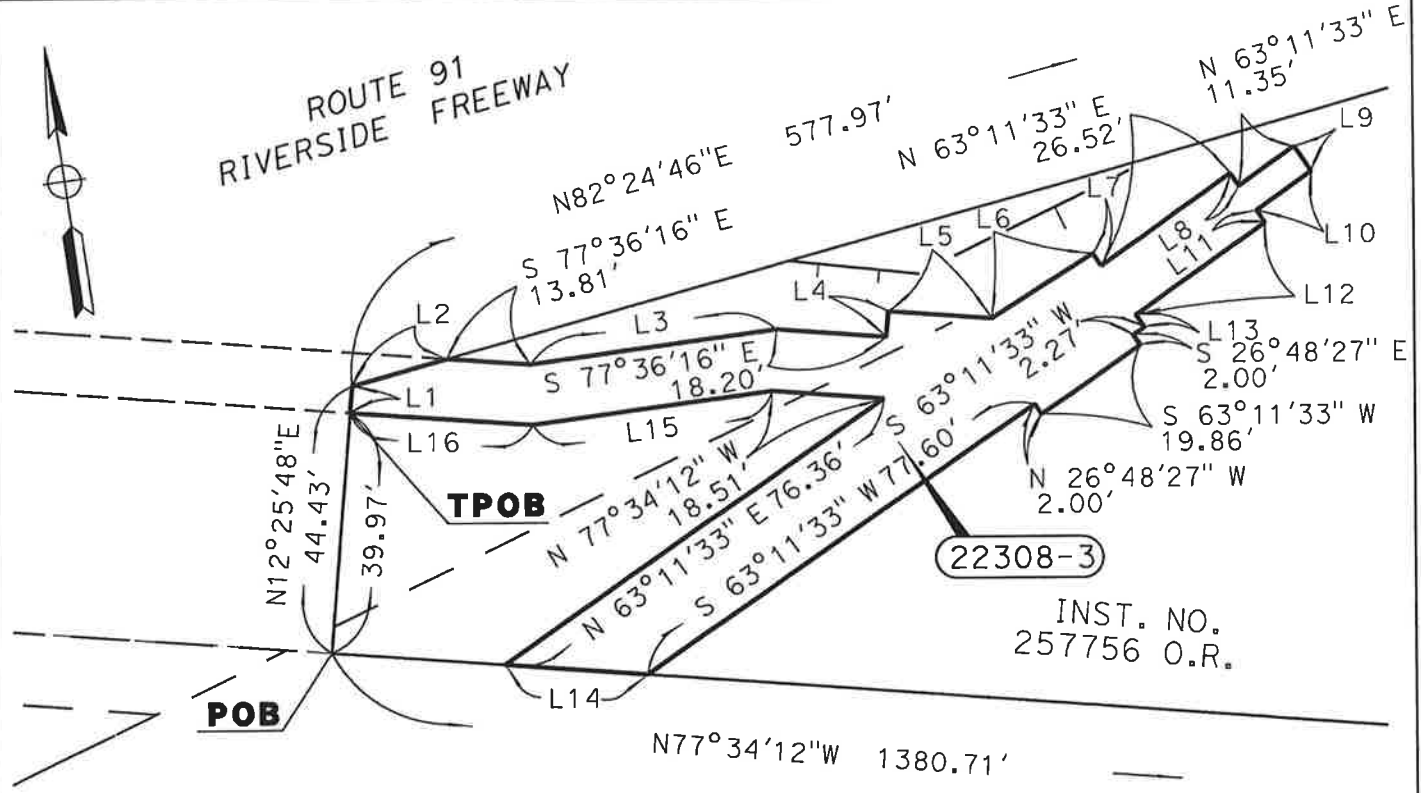
## 22308-3

PERMANENT UTILITY EASEMENT

PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 07-02-14    REV.:	EA: OF540    FA#:	
8	RIV	91	7.3
SHEET PM	SHEET NO.	TOTAL SHEETS	2

# EXHIBIT C2

PARCEL#	TITLE	AREA	APN
22308-3	PUE	2979 SQ. FT.	115-050-033



AT & SF R.R. R/W

115-050-014

LINE DATA		
	BEARING	DISTANCE
L1	N 12°25'48" E	4.46
L2	N 82°24'46" E	16.20
L3	S 89°37'47" E	40.82
L4	N 12°23'44" E	4.28
L5	S 77°36'16" E	17.00
L6	N 65°18'11" E	19.69

LINE DATA		
	BEARING	DISTANCE
L7	S 26°48'27" E	2.50
L8	S 26°48'27" E	2.50
L9	S 26°48'27" E	5.00
L10	S 63°11'33" W	11.27
L11	S 26°48'27" E	2.50
L12	S 63°11'33" W	26.60
L13	S 26°48'27" E	2.50
L14	N 77°34'12" W	23.71
L15	N 89°37'47" W	39.79
L16	N 77°36'16" W	30.09

### LEGEND

- POB Indicates Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- Access Prohibited

### NOTES

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

## 22308-3

PERMANENT UTILITY EASEMENT



PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200                  Santa Ana, California 92707                  (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 07-02-14    REV.:	EA: OF540    FA#:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DISTRICT</th> <th>COUNTY</th> <th>ROUTE</th> <th>SHEET PM</th> <th>SHEET NO.</th> <th>TOTAL SHEETS</th> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">RIV</td> <td style="text-align: center;">91</td> <td style="text-align: center;">7.3</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> </tr> </table>	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS	8	RIV	91	7.3	2	2
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS										
8	RIV	91	7.3	2	2										

# PSOMAS

## EXHIBIT 'D1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22308-4

#### Temporary Construction Easement

APN 115-050-033

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the Director's Deed recorded July 13, 1992 as Instrument No. 257756 of Official Records of said County, described as follows:

**Beginning** at the most westerly corner of said land, thence North  $12^{\circ}25'48''$  East 44.43 feet along the westerly line of said land to the northwesterly corner thereof; thence North  $82^{\circ}24'46''$  East 133.70 feet along the general northerly line of said land to a point thereon, said point being the **True Point of Beginning**; thence North  $82^{\circ}24'46''$  East 444.27 feet continuing along said general northerly line to a point thereon, said point being the beginning of a curve concave southerly having a radius of 800.00 feet; thence easterly along said general northerly line and said curve 287.36 feet through a central angle of  $20^{\circ}34'51''$  to a point thereon; thence South  $12^{\circ}20'00''$  West 246.77 feet; thence North  $80^{\circ}00'00''$  West 220.00 feet; thence North  $77^{\circ}40'00''$  West 480.00 feet; thence North  $12^{\circ}40'24''$  East 56.55 feet to the **True Point of Beginning**.

Containing 122,040 square feet.

See Exhibit 'D2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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Prepared under the direction of

*Brian E. Bullock*

Brian E. Bullock, PLS 5260

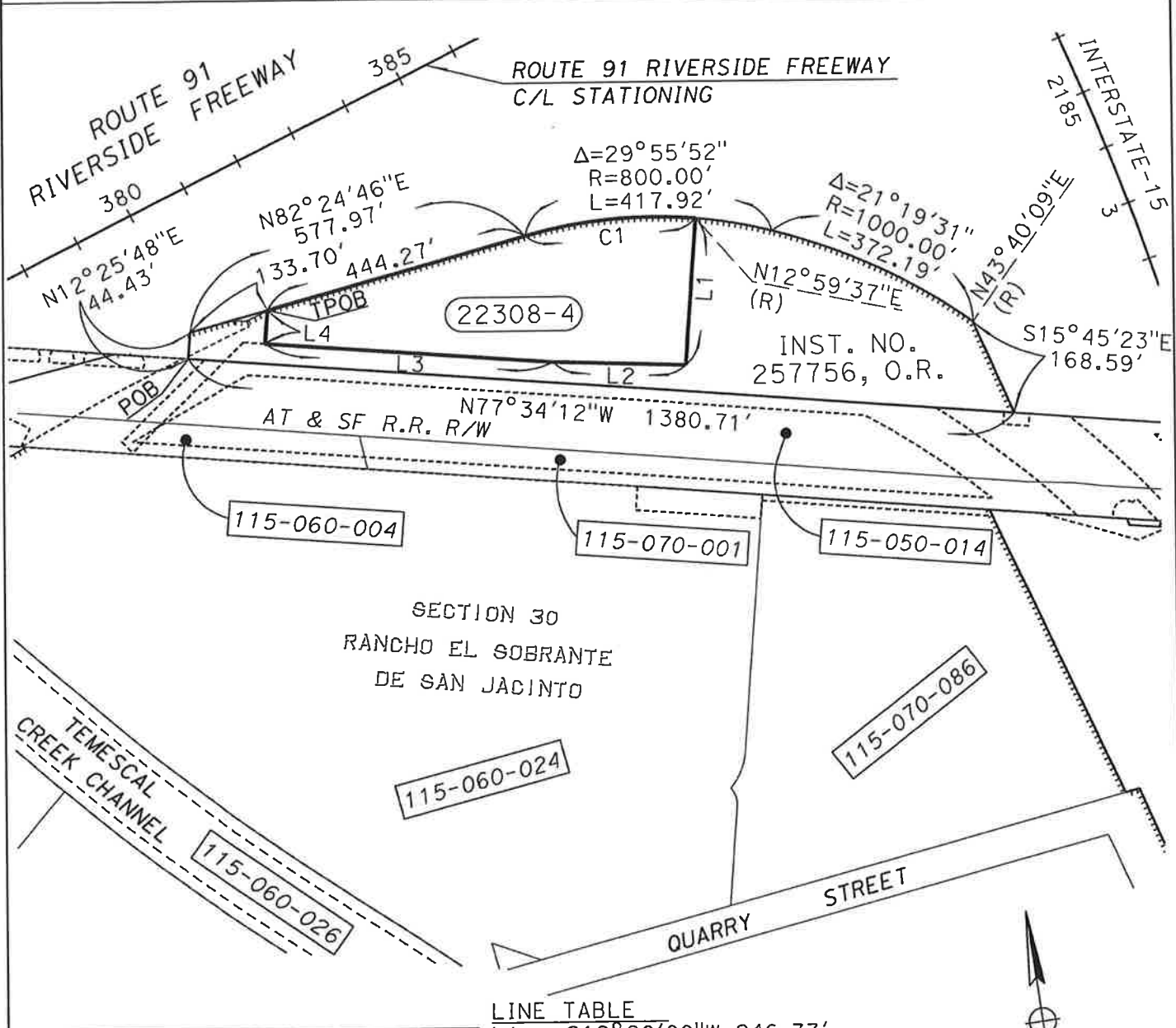
5-20-14

Date



# EXHIBIT D2

PARCEL#	TITLE	AREA	APN
22308-4	TCE	122040 SQ. FT.	115-050-033



**LINE TABLE**

L1 -	S12°20'00"W	246.77'
L2 -	N80°00'00"W	220.00'
L3 -	N77°40'00"W	480.00'
L4 -	N12°40'24"E	56.55'

**CURVE TABLE**

C1 -	R=800.00'	L=287.36'	Δ=20°34'51"
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**LEGEND**

- POB Indicates Point Of Beginning
- TPOB Indicates True Point Of Beginning
- (R) Indicates Radial Bearing
- Title to State
- Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

## 22308-4

TEMPORARY CONSTRUCTION EASEMENT



PREPARED BY:

### P S O M A S

3 Hutton Centre Drive, Ste. 200  
Santa Ana, California 92707  
(714)481-8053 / (714)545-8883 (Fax)

DATE: 05-20-14

REV.:

EA: OF540

FA#:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	RIV	91	7.3	1	1

Project: State Route 91 CIP  
 APN 115-060-016  
 Caltrans No. 22276  
 Federal ID No. 33-0072823

## AGREEMENT FOR POSSESSION AND USE

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date") by the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter referred to as "RCTC") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter referred to as the "DISTRICT.")

### RECITALS

A. RCTC requires immediate possession of DISTRICT'S real property (legally described in Exhibit "A" attached hereto, designated as Parcel 22276 and hereafter referred to as "Parcel") for the purpose of constructing improvements in connection with the State Highway Route 91 Corridor Improvement Project ("Project"). The purpose of this Agreement is to allow RCTC to proceed with construction of the Project without delay.

B. The parties understand that any delay in the start of construction of the Project is contrary to the public interest. It is the intention of this Agreement to offer fair-market compensation to the DISTRICT for the immediate possession and use of the Parcel for construction of the Project. RCTC has made a firm written offer to pay the total sum of One Hundred Ninety One Thousand Dollars (\$191,000.00) ("Deposit") to the DISTRICT and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies.

### OPERATIVE PROVISIONS

In consideration of the sum to be paid to the DISTRICT and any other consideration hereinafter set forth, RCTC and DISTRICT agree as follows:

1. Immediate Possession and Use. DISTRICT hereby irrevocably grants to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel, including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, RCTC will tender the Deposit into escrow described below. RCTC shall have the right to take possession of the Parcel on the date the Deposit is paid into escrow. DISTRICT acknowledges that the Deposit represents the full amount of RCTC-approved appraisal of what is believed by RCTC to be just compensation owed for the acquisition of the Parcel. DISTRICT waives any right to challenge RCTC'S right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC.

1           2.     Escrow. This transaction will be handled through an escrow with Commonwealth  
2 Land Title Company, through its Newport Beach, California office, with Grace U. Kim as the  
3 Escrow Officer. RCTC shall pay all escrow and recording fees incurred in this transaction.  
4 DISTRICT shall be entitled to an interim disbursement of the Deposit, less any amounts payable  
5 to any other person having an interest in the Parcel. Any unearned rents will be prorated in  
6 escrow and RCTC will be credited with any outstanding security deposits. DISTRICT shall not  
7 be entitled to receive any proceeds until:

8                   (a)     all holders of liens and encumbrances on the Parcel have received full  
9 payment for all principal and interest due to them and have executed reconveyances of their  
10 interests in the Parcel;

11                   (b)     all other parties having interests in the Parcel have received payment  
12 therefor or have consented to a payment to DISTRICT, and;

13                   (c)     RCTC has acknowledged in writing that it concurs that all other parties  
14 having interests in the Parcel have received full payment or have consented to DISTRICT'S  
15 withdrawal.

16           The escrow shall remain open until either a settlement is reached, this Agreement  
17 is terminated or a final order of condemnation under Section 1268.030 of the California Code of  
18 Civil Procedure is entered by the court. Any sum disbursed to DISTRICT from this escrow shall  
19 be deducted from the ultimate amount received by DISTRICT as a result of any settlement,  
20 award or verdict of just compensation for the Parcel.

21           3.     No Conveyance or Further Encumbrance. On and after the date of execution of  
22 this Agreement, DISTRICT shall not voluntarily assign, sell, encumber or otherwise transfer all  
23 or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part,  
24 without first obtaining the written consent of RCTC.

25           4.     Taxes and Assessments. If applicable to the DISTRICT, DISTRICT agrees to pay  
26 when due all taxes, including prorated taxes for the current year, and special assessments due on  
27 the date RCTC takes possession of the Parcel.

28           5.     Good Faith Negotiations. This Agreement is made with the understanding that  
RCTC will continue to negotiate in good faith with DISTRICT to acquire its interest in the  
Parcel by direct purchase. It is further understood that in the event a settlement is not reached  
within one hundred eighty (180) days of the execution of this Agreement, such failure will be an  
acknowledgment that the negotiations to acquire the Parcel have not been successful. As of such  
date, RCTC shall begin timely preparations for the filing of a complaint in eminent domain to  
acquire title to the Parcel but such time to file shall not exceed twelve (12) months from the  
effective date of this Agreement. If RCTC begins proceedings in eminent domain, it is  
understood and agreed that this Agreement shall continue in effect until either a settlement is  
reached or a final order of condemnation under Section 1268.030 of the California Code of Civil  
Procedure is entered by the court.

          6.     Right to Appear and be Heard. Section 1245.235 of the Code of Civil Procedure  
requires RCTC to give each person whose property is to be acquired by eminent domain notice  
and a reasonable opportunity to appear and be heard on the matters referred to in Section  
1240.030 of the Code of Civil Procedure, which provides:



1 "The power of eminent domain may be exercised to acquire property for a  
2 proposed project only if all of the following are established:

- 3 (1) The public interest and necessity require the project.
- 4 (2) The project is planned or located in the manner that will be most  
5 compatible with the greatest public good and the least private injury.
- 6 (3) The property sought to be acquired is necessary for the project.
- 7 (4) The offer required by Section 7267.2 of the Government Code has  
8 been made to the DISTRICT or others of record. (If an offer has not been  
9 made, an appraisal will be prepared as soon as practicable and an offer  
10 made of the full amount of such appraisal.)"

11 7. No "Right to Take" Challenge. By granting this irrevocable right to possession  
12 and use of the Parcel to RCTC, DISTRICT agrees to the following: (1) DISTRICT specifically  
13 waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the  
14 matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution  
15 of necessity by RCTC authorizing the taking of the Parcel; (2) DISTRICT shall not object to the  
16 filing of an eminent domain proceeding to acquire the Parcel; and (3) in any eminent domain  
17 action filed by RCTC to acquire the Parcel, DISTRICT shall not challenge RCTC'S right to take  
18 the Parcel, and the only issue shall be the amount of just compensation for the Property provided  
19 RCTC is diligently pursuing the acquisition of the Parcel.

20 8. Refund. DISTRICT agrees that in the event the ultimate amount of any  
21 settlement, award, or verdict is less than the total of the sums paid to and withdrawn by  
22 DISTRICT, the DISTRICT shall refund the difference including interest to RCTC.

23 9. Waiver of Claims Other than Greater Compensation. DISTRICT expressly  
24 waives its claims and defenses with respect to RCTC'S right to take in any subsequent eminent  
25 domain proceeding except a claim for greater compensation.

26 10. Eminent Domain Valuation Date. In the event proceedings in eminent domain are  
27 begun, the date of valuation for determining the amount of just compensation for the Parcel shall  
28 be the date on which RCTC files the complaint in said proceeding.

11. Interest. Compensation awarded in an eminent domain proceeding shall draw  
interest as prescribed at the apportionment rate calculated by the Controller as the rate of  
earnings by the Surplus Money Investment Fund for each six-month period. DISTRICT shall be  
entitled to receive interest on any sum received as compensation for its interest in the Parcel,  
whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the  
date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending  
on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320.

12. Abandonment. At any time after the commencement of the proceeding in  
eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part.

13. Hazardous Materials. If any hazardous materials are present on the Parcel on the  
date RCTC takes possession, DISTRICT shall be responsible for and bear the entire cost of all  
removal, disposal, cleanup and decontamination which may be required because of DISTRICT

1 proximately causing the presence of these hazardous materials. DISTRICT shall further hold  
2 RCTC, its officers and employees harmless from all responsibility, liability and claims for  
3 damages to persons or property resulting from the existence or use of hazardous materials  
4 proximately caused by the DISTRICT which are present on the Parcel on the date RCTC takes  
5 possession under this Agreement.

6 14. Indemnity. RCTC agrees to indemnify, defend, and hold harmless DISTRICT  
7 from any liability arising out of RCTC'S operations under this Agreement. RCTC further agrees  
8 to assume responsibility for any damages proximately caused by reason of RCTC'S operations  
9 under this Agreement and RCTC will, at its option, either repair or pay for such damage.

10 15. Successors and Assigns. This Agreement shall also extend to and bind the legal  
11 representatives, successors and assigns of the parties.

12 16. Memorandum. RCTC and DISTRICT shall executed, acknowledge and cause to  
13 be recorded a memorandum of this Agreement ("Memorandum").

14 17. Amendment. This Agreement may only be amended by written agreement,  
15 executed by all parties.

16 18. Counterparts. This Agreement may be executed in one or more counterparts, each  
17 of which shall be deemed an original, but all of which together shall constitute one and the same  
18 instrument.

19  
20 [Signatures on Following Page]  
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1 IN WITNESS WHEREOF, the parties have executed this Agreement the day and year  
2 first above written.

3 **RECOMMENDED FOR APPROVAL:**

**DISTRICT:**

4 RIVERSIDE COUNTY FLOOD CONTROL  
5 AND WATER CONSERVATION DISTRICT

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

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

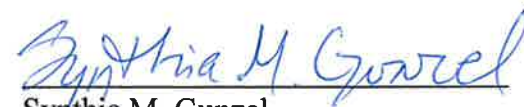
Dated: \_\_\_\_\_

11 APPROVED AS TO FORM:

ATTEST:

12 GREGORY P. PRIAMOS  
13 County Counsel

Kecia Harper-Ihem  
Clerk of the Board

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

By: \_\_\_\_\_  
Deputy  
(Seal)

17 APPROVED AS TO FORM:

**RCTC:**

18 BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION,  
a public agency of the State of California

20 By: \_\_\_\_\_  
21 STEVEN DEBAUN, Attorney for  
22 RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Dated: \_\_\_\_\_

25 GSW:rlp  
26 1/28/15

27 Project: State Route 91 CIP  
28 APN 115-060-016  
Caltrans No. 22276  
Federal ID No. 33-0072823

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

## **EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 2050-21, described as that portion of Section 30, Township 3 South, Range 6 West, in the Rancho El Sobrante De San Jacinto, in the City of Corona, County of Riverside, State of California, as shown in Book 7 page(s) 10 of Maps, records of San Bernardino County, California, described as follows:

Commencing at the Northeast corner of Lot 12-A, as shown on Record of Survey Book 63, page(s) 66, records of Riverside County, California; thence South  $08^{\circ} 40' 56''$  West, a distance of 73.73 feet, to the Northerly right of way line of Riverside Freeway, Route 91, as shown on State of California Right of Way Map no. 991084 on file in the Office of the County Surveyor, Riverside County, California, said point being a point on a tangent curve concave Northwesterly having a radius of 1950.00 feet; thence Northeasterly along arc of said curve through a central angle of  $03^{\circ} 58' 43''$  an arc distance of 135.41 feet to the Southerly right of way line of the Atchison, Topeka and Santa Fe Railroad; thence North  $77^{\circ} 34' 00''$  West along said right of way line, a distance of 118.46 feet to the point of beginning.

Assessor's Parcel Number 115-060-016

PROJECT: State Route 91 CIP  
APN 118-270-043  
Caltrans No. 22216  
Federal ID No. 33-0072823

**AGREEMENT FOR POSSESSION AND USE**

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date") by the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter referred to as "RCTC") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter referred to as the "DISTRICT.")

**RECITALS**

A. RCTC requires immediate possession of DISTRICT'S real property (legally described in Exhibit "A" attached hereto, designated as Parcel 22216 and hereafter referred to as "Parcel") for the purpose of constructing improvements in connection with the State Highway Route 91 Corridor Improvement Project ("Project"). The purpose of this Agreement is to allow RCTC to proceed with construction of the Project without delay.

B. The parties understand that any delay in the start of construction of the Project is contrary to the public interest. It is the intention of this Agreement to offer fair-market compensation to the DISTRICT for the immediate possession and use of the Parcel for construction of the Project. RCTC has made a firm written offer to pay the total sum of Three Thousand Three Hundred Dollars (\$3,300.00) ("Deposit") to the DISTRICT and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies.

**OPERATIVE PROVISIONS**

In consideration of the sum to be paid to the DISTRICT and any other consideration hereinafter set forth, RCTC and DISTRICT agree as follows:

1. Immediate Possession and Use. DISTRICT hereby irrevocably grants to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel, including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, RCTC will tender the Deposit into escrow described below. RCTC shall have the right to take possession of the Parcel on the date the Deposit is paid into escrow. DISTRICT acknowledges that the Deposit represents the full amount of RCTC-approved appraisal of what is believed by RCTC to be just compensation owed for the acquisition of the Parcel. DISTRICT waives any right to challenge RCTC's right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC.

1           2.     Escrow. This transaction will be handled through an escrow with Commonwealth  
2 Land Title Company, through its Newport Beach, California office, with Grace U. Kim as the  
3 Escrow Officer. RCTC shall pay all escrow and recording fees incurred in this transaction.  
4 DISTRICT shall be entitled to an interim disbursement of the Deposit, less any amounts payable  
5 to any other person having an interest in the Parcel. Any unearned rents will be prorated in  
6 escrow and RCTC will be credited with any outstanding security deposits. DISTRICT shall not  
7 be entitled to receive any proceeds until:

8                   (a)     all holders of liens and encumbrances on the Parcel have received full  
9 payment for all principal and interest due to them and have executed reconveyances of their  
10 interests in the Parcel;

11                   (b)     all other parties having interests in the Parcel have received payment  
12 therefor or have consented to a payment to DISTRICT, and;

13                   (c)     RCTC has acknowledged in writing that it concurs that all other parties  
14 having interests in the Parcel have received full payment or have consented to DISTRICT'S  
15 withdrawal.

16           The escrow shall remain open until either a settlement is reached, this Agreement  
17 is terminated or a final order of condemnation under Section 1268.030 of the California Code of  
18 Civil Procedure is entered by the court. Any sum disbursed to DISTRICT from this escrow shall  
19 be deducted from the ultimate amount received by DISTRICT as a result of any settlement,  
20 award or verdict of just compensation for the Parcel.

21           3.     No Conveyance or Further Encumbrance. On and after the date of execution of  
22 this Agreement, DISTRICT shall not voluntarily assign, sell, encumber or otherwise transfer all  
23 or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part,  
24 without first obtaining the written consent of RCTC.

25           4.     Taxes and Assessments. If applicable to the DISTRICT, DISTRICT agrees to pay  
26 when due all taxes, including prorated taxes for the current year, and special assessments due on  
27 the date RCTC takes possession of the Parcel.

28           5.     Good Faith Negotiations. This Agreement is made with the understanding that  
RCTC will continue to negotiate in good faith with DISTRICT to acquire its interest in the  
Parcel by direct purchase. It is further understood that in the event a settlement is not reached  
within one hundred eighty (180) days of the execution of this Agreement, such failure will be an  
acknowledgment that the negotiations to acquire the Parcel have not been successful. As of such  
date, RCTC shall begin timely preparations for the filing of a complaint in eminent domain to  
acquire title to the Parcel but such time to file shall not exceed twelve (12) months from the  
effective date of this Agreement. If RCTC begins proceedings in eminent domain, it is  
understood and agreed that this Agreement shall continue in effect until either a settlement is  
reached or a final order of condemnation under Section 1268.030 of the California Code of Civil  
Procedure is entered by the court.

          6.     Right to Appear and be Heard. Section 1245.235 of the Code of Civil Procedure  
requires RCTC to give each person whose property is to be acquired by eminent domain notice  
and a reasonable opportunity to appear and be heard on the matters referred to in Section  
1240.030 of the Code of Civil Procedure, which provides:



1 "The power of eminent domain may be exercised to acquire property for a  
2 proposed project only if all of the following are established:

- 3 (1) The public interest and necessity require the project.
- 4 (2) The project is planned or located in the manner that will be most  
5 compatible with the greatest public good and the least private injury.
- 6 (3) The property sought to be acquired is necessary for the project.
- 7 (4) The offer required by Section 7267.2 of the Government Code has  
8 been made to the DISTRICT or others of record. (If an offer has not been  
9 made, an appraisal will be prepared as soon as practicable and an offer  
10 made of the full amount of such appraisal.)"

11 7. No "Right to Take" Challenge. By granting this irrevocable right to possession  
12 and use of the Parcel to RCTC, DISTRICT agrees to the following: (1) DISTRICT specifically  
13 waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the  
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15 of necessity by RCTC authorizing the taking of the Parcel; (2) DISTRICT shall not object to the  
16 filing of an eminent domain proceeding to acquire the Parcel; and (3) in any eminent domain  
17 action filed by RCTC to acquire the Parcel, DISTRICT shall not challenge RCTC'S right to take  
18 the Parcel, and the only issue shall be the amount of just compensation for the Property provided  
19 RCTC is diligently pursuing the acquisition of the Parcel.

20 8. Refund. DISTRICT agrees that in the event the ultimate amount of any  
21 settlement, award, or verdict is less than the total of the sums paid to and withdrawn by  
22 DISTRICT, the DISTRICT shall refund the difference including interest to RCTC.

23 9. Waiver of Claims Other than Greater Compensation. DISTRICT expressly  
24 waives its claims and defenses with respect to RCTC'S right to take in any subsequent eminent  
25 domain proceeding except a claim for greater compensation.

26 10. Eminent Domain Valuation Date. In the event proceedings in eminent domain are  
27 begun, the date of valuation for determining the amount of just compensation for the Parcel shall  
28 be the date on which RCTC files the complaint in said proceeding.

29 11. Interest. Compensation awarded in an eminent domain proceeding shall draw  
30 interest as prescribed at the apportionment rate calculated by the Controller as the rate of  
31 earnings by the Surplus Money Investment Fund for each six-month period. DISTRICT shall be  
32 entitled to receive interest on any sum received as compensation for its interest in the Parcel,  
33 whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the  
34 date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending  
35 on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320.

36 12. Abandonment. At any time after the commencement of the proceeding in  
37 eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part.

38 13. Hazardous Materials. If any hazardous materials are present on the Parcel on the  
date RCTC takes possession, DISTRICT shall be responsible for and bear the entire cost of all  
removal, disposal, cleanup and decontamination which may be required because of DISTRICT

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proximately causing the presence of these hazardous materials. DISTRICT shall further hold RCTC, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials proximately caused by the DISTRICT which are present on the Parcel on the date RCTC takes possession under this Agreement.

14. Indemnity. RCTC agrees to indemnify, defend, and hold harmless DISTRICT from any liability arising out of RCTC'S operations under this Agreement. RCTC further agrees to assume responsibility for any damages proximately caused by reason of RCTC'S operations under this Agreement and RCTC will, at its option, either repair or pay for such damage.

15. Successors and Assigns. This Agreement shall also extend to and bind the legal representatives, successors and assigns of the parties.

16. Memorandum. RCTC and DISTRICT shall executed, acknowledge and cause to be recorded a memorandum of this Agreement ("Memorandum").

17. Amendment. This Agreement may only be amended by written agreement, executed by all parties.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Following Page]


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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**RECOMMENDED FOR APPROVAL:**

**DISTRICT:**

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

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

GREGORY P. PRIAMOS  
County Counsel

Kecia Harper-Ihem  
Clerk of the Board

By:   
Synthia M. Gunzel  
Deputy

By: \_\_\_\_\_  
Deputy  
  
(Seal)

**APPROVED AS TO FORM:**

**RCTC:**

BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION COMMISSION,  
a public agency of the State of California

By: \_\_\_\_\_  
STEVEN DEBAUN, Attorney for  
RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Dated: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## EXHIBIT A

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 2070-107A, as shown on Record of Survey, in the City of Corona, County of Riverside, State of California, filed in Book 90 of Records of Survey, at page(s) 3 through 16 inclusive, records of Riverside County, California.

Assessor's Parcel Number 118-270-043

Project: State Route 91 CIP  
APN 118-250-026  
Caltrans No. 22198  
Federal ID No. 33-0072823

**AGREEMENT FOR POSSESSION AND USE**

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date") by the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter referred to as "RCTC") and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter referred to as the "DISTRICT.")

**RECITALS**

A. RCTC requires immediate possession of DISTRICT'S real property (legally described in Exhibit "A" attached hereto, designated as Parcel 22198 and hereafter referred to as "Parcel") for the purpose of constructing improvements in connection with the State Highway Route 91 Corridor Improvement Project ("Project"). The purpose of this Agreement is to allow RCTC to proceed with construction of the Project without delay.

B. The parties understand that any delay in the start of construction of the Project is contrary to the public interest. It is the intention of this Agreement to offer fair-market compensation to the DISTRICT for the immediate possession and use of the Parcel for construction of the Project. RCTC has made a firm written offer to pay the total sum of Three Hundred Seventeen Thousand Dollars (\$317,000.00) ("Deposit") to the DISTRICT and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies.

**OPERATIVE PROVISIONS**

In consideration of the sum to be paid to the DISTRICT and any other consideration hereinafter set forth, RCTC and DISTRICT agree as follows:

1. Immediate Possession and Use. DISTRICT hereby irrevocably grants to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel, including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, RCTC will tender the Deposit into escrow described below. RCTC shall have the right to take possession of the Parcel on the date the Deposit is paid into escrow. DISTRICT acknowledges that the Deposit represents the full amount of RCTC-approved appraisal of what is believed by RCTC to be just compensation owed for the acquisition of the Parcel. DISTRICT waives any right to challenge RCTC'S right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC.

1           2.     Escrow. This transaction will be handled through an escrow with Commonwealth  
 2 Land Title Company, through its Newport Beach, California office, with Grace U. Kim as the  
 3 Escrow Officer. RCTC shall pay all escrow and recording fees incurred in this transaction.  
 4 DISTRICT shall be entitled to an interim disbursement of the Deposit, less any amounts payable  
 5 to any other person having an interest in the Parcel. Any unearned rents will be prorated in  
 6 escrow and RCTC will be credited with any outstanding security deposits. DISTRICT shall not  
 7 be entitled to receive any proceeds until:

8                   (a)     all holders of liens and encumbrances on the Parcel have received full  
 9 payment for all principal and interest due to them and have executed reconveyances of their  
 10 interests in the Parcel;

11                   (b)     all other parties having interests in the Parcel have received payment  
 12 therefor or have consented to a payment to DISTRICT, and;

13                   (c)     RCTC has acknowledged in writing that it concurs that all other parties  
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 18 Civil Procedure is entered by the court. Any sum disbursed to DISTRICT from this escrow shall  
 19 be deducted from the ultimate amount received by DISTRICT as a result of any settlement,  
 20 award or verdict of just compensation for the Parcel.

21           3.     No Conveyance or Further Encumbrance. On and after the date of execution of  
 22 this Agreement, DISTRICT shall not voluntarily assign, sell, encumber or otherwise transfer all  
 23 or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part,  
 24 without first obtaining the written consent of RCTC.

25           4.     Taxes and Assessments. If applicable to the DISTRICT, DISTRICT agrees to pay  
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28           5.     Good Faith Negotiations. This Agreement is made with the understanding that  
 RCTC will continue to negotiate in good faith with DISTRICT to acquire its interest in the  
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18 the Parcel, and the only issue shall be the amount of just compensation for the Property provided  
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31 earnings by the Surplus Money Investment Fund for each six-month period. DISTRICT shall be  
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33 whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the  
34 date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending  
35 on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320.

36 12. Abandonment. At any time after the commencement of the proceeding in  
37 eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part.

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date RCTC takes possession, DISTRICT shall be responsible for and bear the entire cost of all  
removal, disposal, cleanup and decontamination which may be required because of DISTRICT



1 proximately causing the presence of these hazardous materials. DISTRICT shall further hold  
2 RCTC, its officers and employees harmless from all responsibility, liability and claims for  
3 damages to persons or property resulting from the existence or use of hazardous materials  
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17 of which shall be deemed an original, but all of which together shall constitute one and the same  
18 instrument.

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[Signatures on Following Page]


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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**RECOMMENDED FOR APPROVAL:**

**DISTRICT:**

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

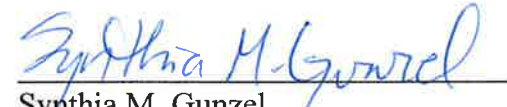
Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

GREGORY P. PRIAMOS  
County Counsel

Kecia Harper-Ihem  
Clerk of the Board

By:   
Synthia M. Gunzel  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy  
  
(Seal)

**APPROVED AS TO FORM:**

**RCTC:**

BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION COMMISSION,  
a public agency of the State of California

By: \_\_\_\_\_  
STEVEN DEBAUN, Attorney for  
RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Dated: \_\_\_\_\_

GSW:rlp  
1/28/15

Project: State Route 91 CIP  
APN 118-250-026  
Caltrans No. 22198  
Federal ID No. 33-0072823

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

# PSOMAS

## EXHIBIT 'A1'

### LEGAL DESCRIPTION

#### Caltrans Parcel No. 22198-1

#### Fee Acquisition

APN 118-250-026

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the deed recorded June 23, 1994 as Instrument No. 256016 of Official Records of said County, described as follows:

**Beginning** at the southwesterly corner of said land; thence along the general westerly line of said land the following two (2) courses: 1) North 25°44'51" East 82.07 feet and 2) North 12°57'58" East 4.01 feet to a point thereon; thence South 80°58'42" East 60.58 feet to the beginning of a curve concave southerly having a radius of 589.00 feet; thence easterly along said curve 7.91 feet through a central angle of 00°46'09" to a point on the general easterly line of said land; thence South 11°20'58" West 85.62 feet along said general easterly line to the southeasterly corner of said land; thence North 79°02'29" West 88.95 feet along the southerly line of said land to the **Point of Beginning**.

Containing 6,602 square feet.

See Exhibit 'A2' attached hereto and made a part hereof.

This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's right or access, appurtenant to Grantor's remaining property, in and to said freeway.

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The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

Prepared under the direction of



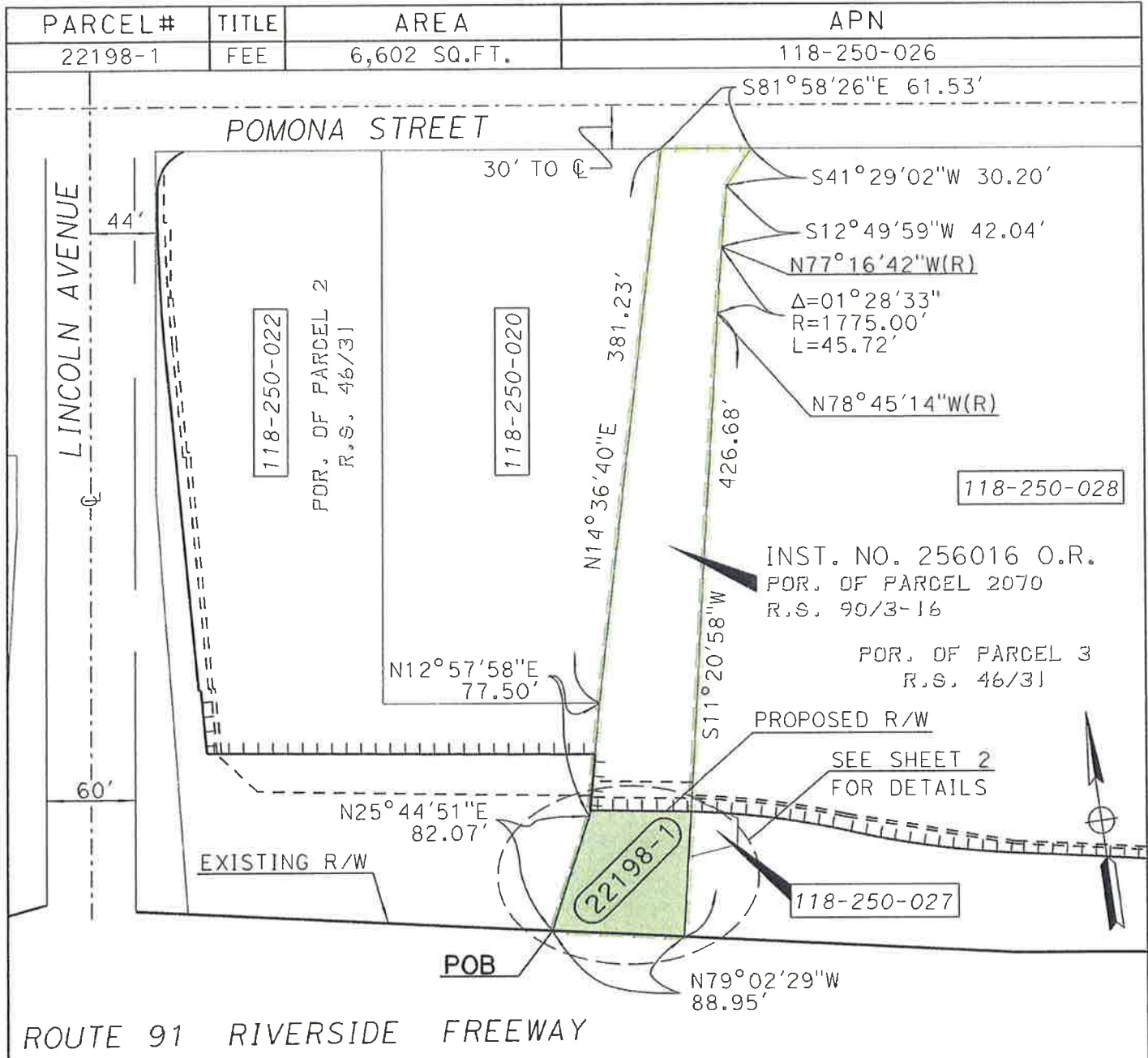
Brian E. Bullock, PLS 5260

11-12-12

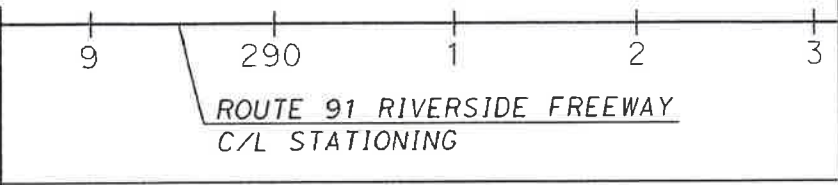
Date



# EXHIBIT A2



LEGEND	
POB	Indicates Point Of Beginning
TPOB	Indicates True Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">22198-1</span>	Title to State
	Access Prohibited



**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

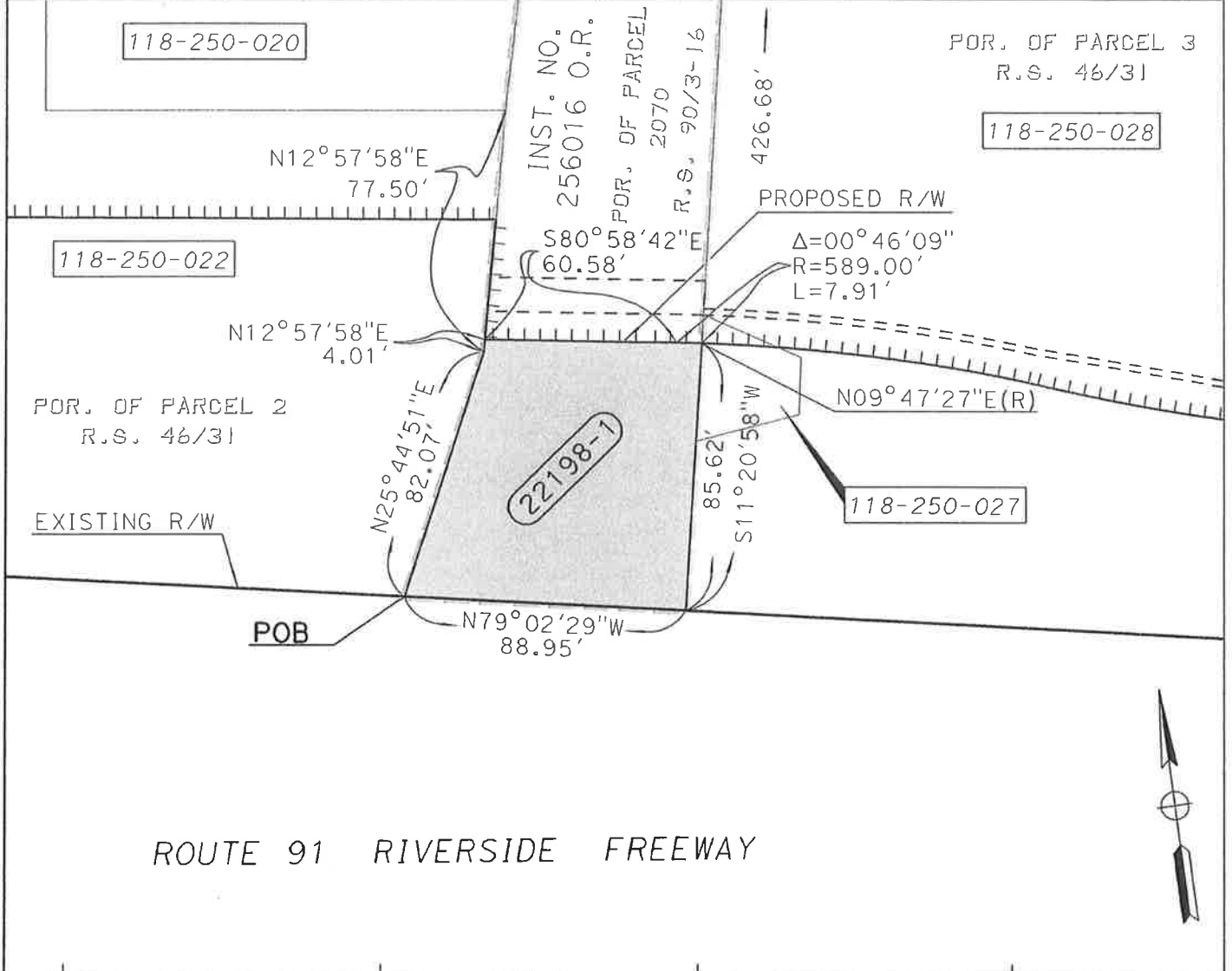
## 22198-1

FEE ACQUISITION

PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053/(714)545-8883 (Fax)</small>	DATE: 11-12-12    REV.:    EA: OF540    FA#:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DISTRICT</th> <th>COUNTY</th> <th>ROUTE</th> <th>SHEET PM</th> <th>SHEET NO.</th> <th>TOTAL SHEETS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">RIV</td> <td style="text-align: center;">91</td> <td style="text-align: center;">5.5</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS	8	RIV	91	5.5	1	2
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS									
8	RIV	91	5.5	1	2									

# EXHIBIT A2

PARCEL#	TITLE	AREA	APN
22198-1	FEE	6,602 SQ.FT.	118-250-026



LEGEND	
POB	Indicates Point Of Beginning
TPOB	Indicates True Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span>	Title to State
	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

## 22198-1

FEE ACQUISITION

FEET 0 25 50 100 150

PREPARED BY: <b>PSOMAS</b>		DATE: 11-12-12	REV.:	EA: OF540	FA#:
3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)481-6053/(714)545-8883 (Fax)	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO. TOTAL SHEETS
	8	RIV	91	5.5	2 2

# PSOMAS

## EXHIBIT 'C1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22198-3

Temporary Construction Easement

APN 118-250-026

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the deed recorded June 23, 1994 as Instrument No. 256016 of Official Records of said County, described as follows:

**Beginning** at the southwesterly corner of said land; thence along the general westerly line of said land the following two (2) courses: 1) North 25°44'51" East 82.07 feet and 2) North 12°57'58" East 13.03 feet to a point thereon, said point being the **True Point of Beginning**; thence North 12°57'58" East 11.02 feet continuing along last said line to a point thereon; thence South 80°53'35" East 67.92 feet to a point on the general easterly line of said land; thence South 11°20'58" West 10.96 feet along said general easterly line to a point thereon, said point being the beginning of a non-tangent curve concave southerly having a radius of 598.00 feet, to which point a radial line bears North 09°48'53" East; thence westerly along said curve 8.27 feet through a central angle of 00°47'33"; thence North 80°58'42" West 59.96 feet to the **True Point of Beginning**.

Containing 745 square feet.

See Exhibit 'C2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.



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Prepared under the direction of

*Brian E. Bullock*

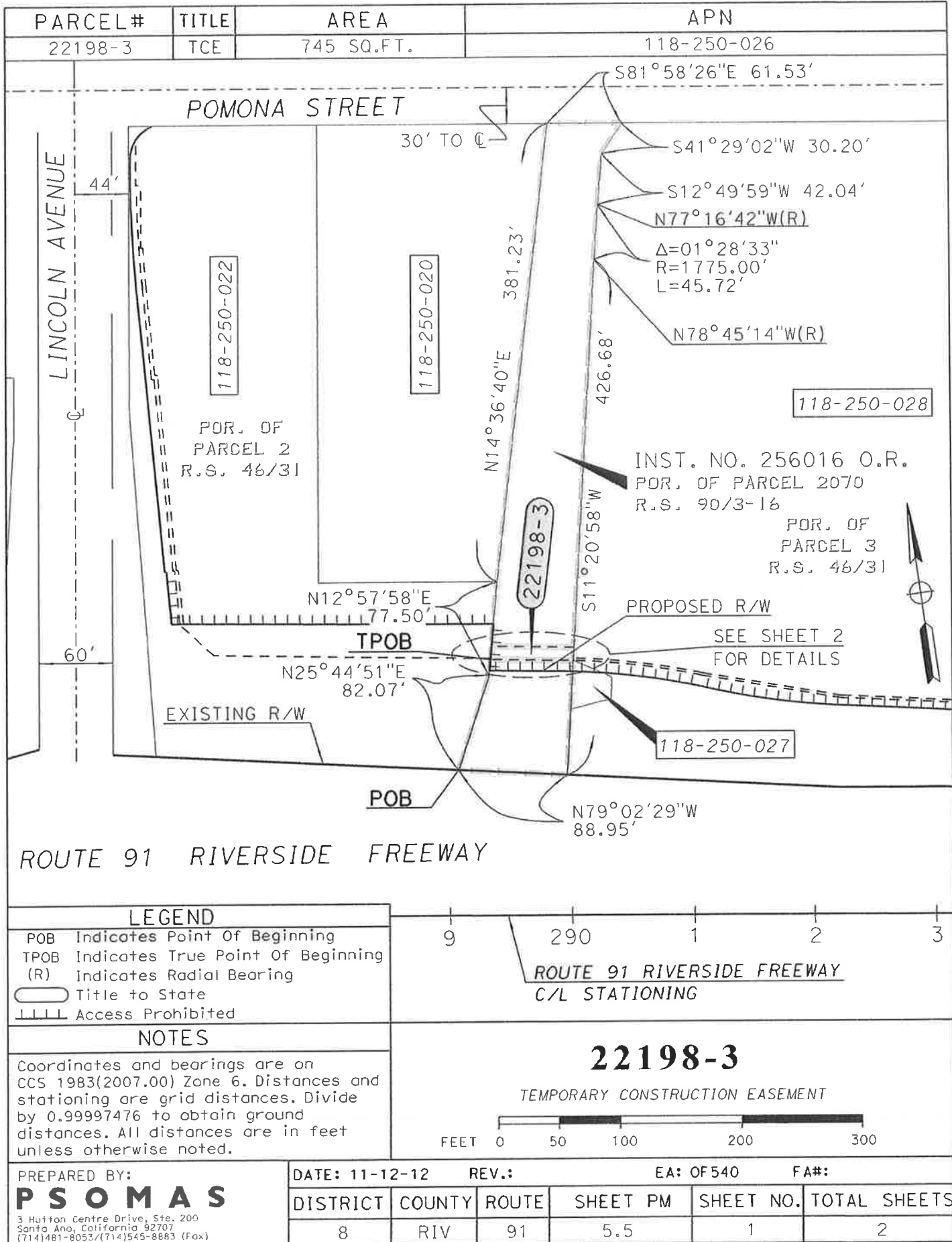
Brian E. Bullock, PLS 5260

11-12-12

Date



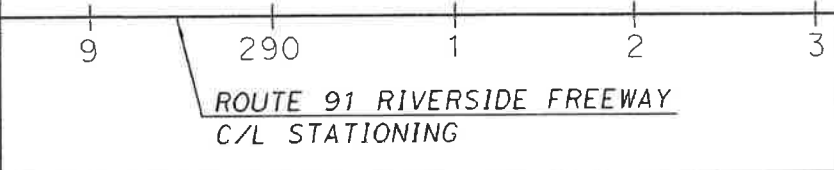
# EXHIBIT C2



LEGEND	
POB	Indicates Point Of Beginning
TPOB	Indicates True Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span>	Title to State
	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

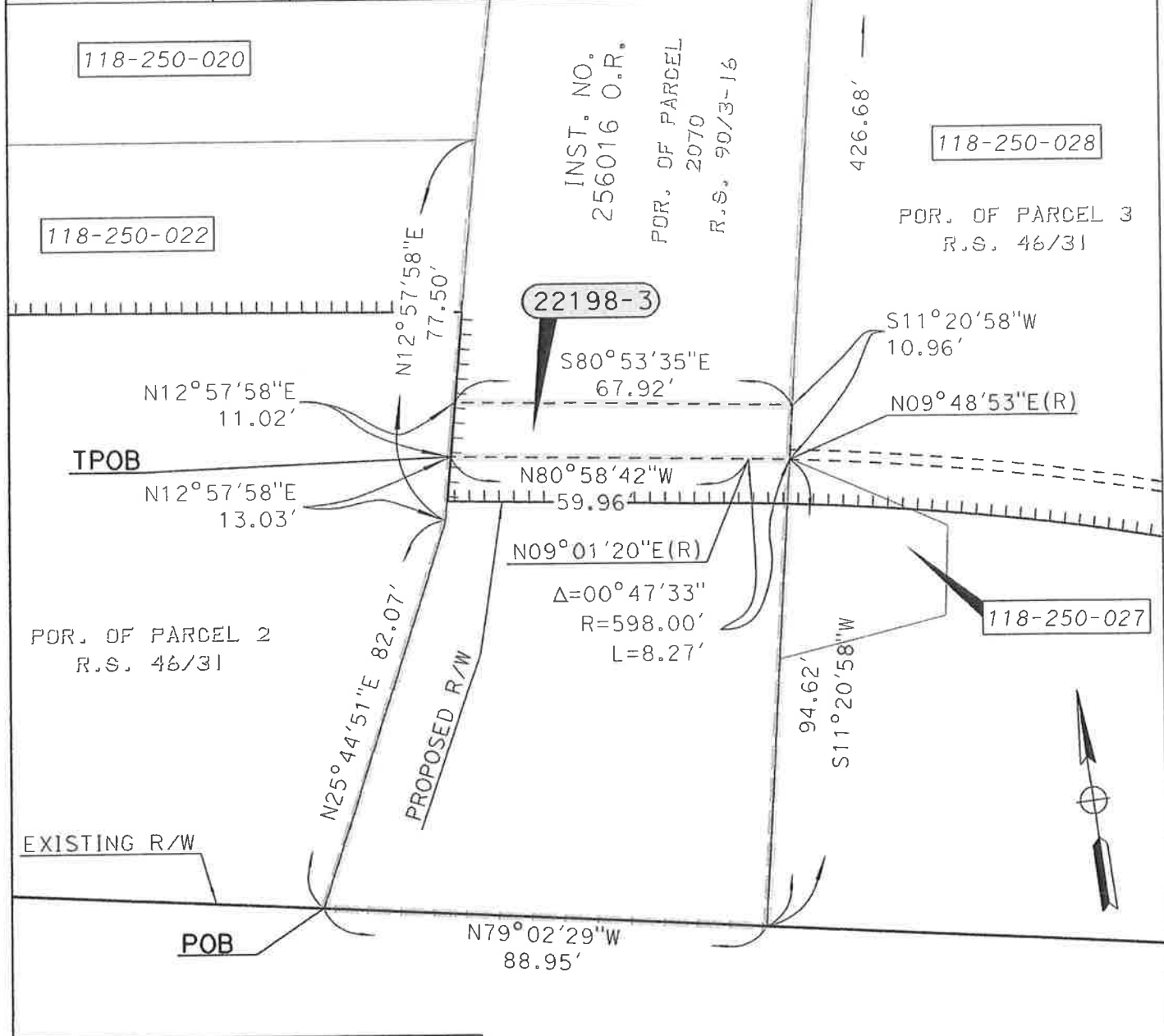


PREPARED BY:  
**PSOMAS**  
3 Hutton Centre Drive, Ste. 200  
Santa Ana, California 92707  
(714)481-8053/(714)545-8883 (Fax)

DATE: 11-12-12		REV.:		EA: OF540		FA#:	
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS		
8	RIV	91	5.5	1	2		

# EXHIBIT C2

PARCEL #	TITLE	AREA	APN
22198-3	TCE	745 SQ.FT.	118-250-026



LEGEND	
POB	Indicates Point Of Beginning
TPOB	Indicates True Point Of Beginning
(R)	Indicates Radial Bearing
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;"> </span>	Title to State
	Access Prohibited

**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

ROUTE 91 RIVERSIDE FREEWAY

## 22198-3

TEMPORARY CONSTRUCTION EASEMENT



PREPARED BY: <b>PSOMAS</b> <small>3 Hutton Centre Drive, Ste. 200          Santa Ana, California 92707          (714)481-8053 / (714)545-8883 (Fax)</small>	DATE: 11-12-12    REV.:	EA: OF540    FA#:	DISTRICT: 8    COUNTY: RIV    ROUTE: 91	SHEET PM: 5.5	SHEET NO.: 2	TOTAL SHEETS: 2
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# PSOMAS

## EXHIBIT 'B1'

### LEGAL DESCRIPTION

Caltrans Parcel No. 22198-2

Permanent Wall Footing Easement

APN 118-250-026

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the deed recorded June 23, 1994 as Instrument No. 256016 of Official Records of said County, described as follows:

**Beginning** at the southwesterly corner of said land; thence along the general westerly line of said land the following two (2) courses: 1) North 25°44'51" East 82.07 feet and 2) North 12°57'58" East 4.01 feet to a point thereon, said point being the **True Point of Beginning**; thence North 12°57'58" East 9.02 feet continuing along last said line to a point thereon; thence South 80°58'42" East 59.96 feet to a point, said point being the beginning of a non-tangent curve concave southerly having a radius of 598.00 feet, to which point a radial line bears North 09°01'20" East; thence easterly along said curve 8.27 feet through a central angle of 00°47'33" to a point on the general easterly line of said land; thence South 11°20'58" West 9.00 feet along said general easterly line to a point thereon, said point being the beginning of a non-tangent curve concave southerly having a radius of 589.00 feet, to which point a radial line bears North 09°47'27" East; thence westerly along said curve 7.91 feet through a central angle of 00°46'09"; thence North 80°58'42" West 60.58 feet to the **True Point of Beginning**.

Containing 615 square feet.

See Exhibit 'B2' attached hereto and made a part hereof.

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The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

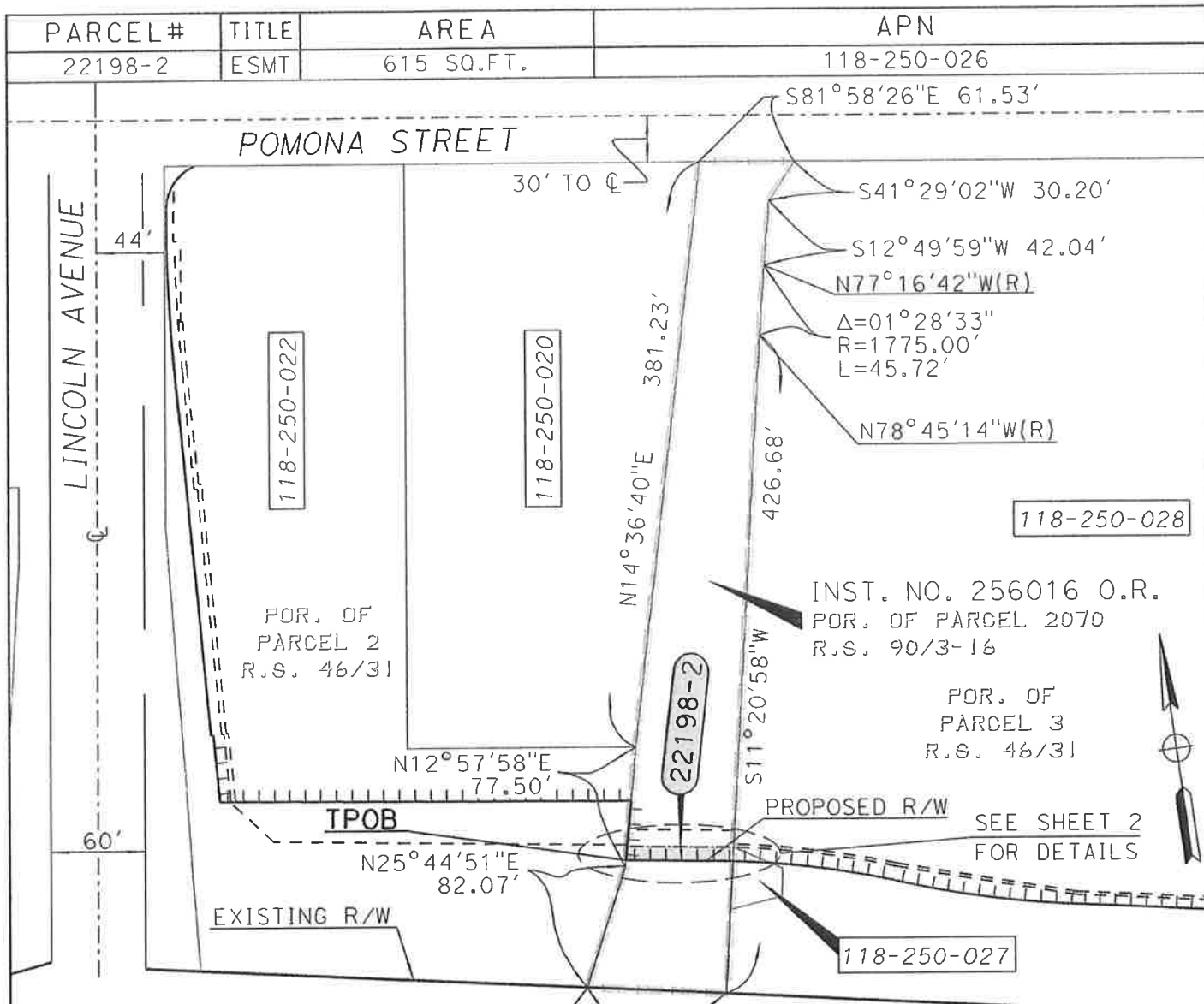
Prepared under the direction of

*Brian E. Bullock*  
Brian E. Bullock, PLS 5260

11-12-12  
Date



# EXHIBIT B2

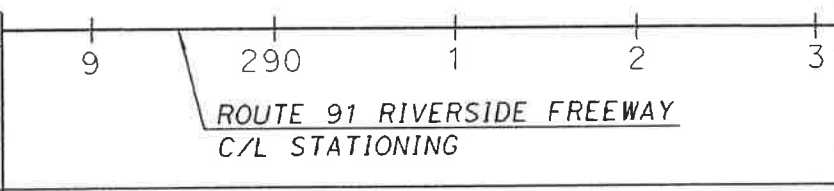


**ROUTE 91 RIVERSIDE FREEWAY**

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POB	Indicates Point Of Beginning
TPOB	Indicates True Point Of Beginning
(R)	Indicates Radial Bearing
( )	Title to State
	Access Prohibited

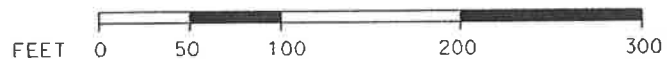
**NOTES**

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.



## 22198-2

PERMANENT WALL FOOTING EASEMENT



PREPARED BY:	DATE: 11-12-12	REV.:	EA: OF540	FA#:		
<b>PSOMAS</b>	DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
3 Hutton Centre Drive, Ste. 200 Santa Ana, California 92707 (714)481-8053/(714)545-8883 (Fax)	8	RIV	91	5.5	1	2

# EXHIBIT B2

