

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

150A



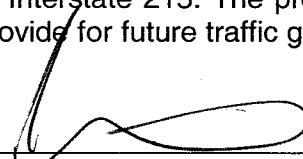
FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 14, 2011

SUBJECT: Construction and Maintenance Agreement between the County of Riverside and the Riverside County Transportation Commission for the improvements to the I-215/Van Buren Boulevard Interchange Project

RECOMMENDED MOTION: That the Board approve and execute the attached Construction and Maintenance (C&M) Agreement between the County of Riverside (County) and Riverside County Transportation Commission (RCTC) and authorize the Chairman to execute the same.

BACKGROUND: The proposed project consists of replacing and widening the Van Buren Boulevard freeway and railroad overcrossing structures, reconfiguration and signalization of the on and off ramps and adding auxiliary lanes on Interstate 215. The project will improve traffic capacity and operation of the interchange and provide for future traffic growth that is anticipated


Juan C. Perez
Director of Transportation

(Continued on attached page)

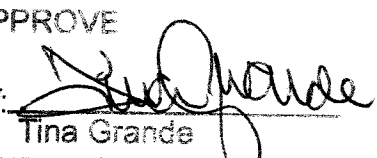
FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-14-11
DATE: *6-14-11*
SYNTHIA M. GUNZEL
Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature


Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. | District: 1 & 5 | Agenda Number:

3.109

The Honorable Board of Supervisors

RE: Construction and Maintenance Agreement between the County of Riverside and the Riverside County Transportation Commission for the improvements to the I-215/Van Buren Boulevard Interchange Project

June 14, 2011

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with the Meridian Business Park and re-use of the March Air Reserve Base.

RCTC is the legal owner of the rail corridor crossing under the existing Van Buren Bridge and as such, RCTC must grant the County a license to construct the new overcrossing structure. This agreement defines the terms and conditions for construction repair and maintenance of the Van Buren Boulevard railroad overcrossing structure.

A related item appearing on this agenda is the Easement Acquisition Agreement and Temporary Construction Access Agreement (Exhibit "F") between the County and RCTC. Approval of these agreements is also necessary for the construction of the new railroad overcrossing structure.

The construction for improvements to the I-215/Van Buren Boulevard Interchange Project is anticipated to begin in late 2011.

Project No. B70798

CONSTRUCTION AND MAINTENANCE AGREEMENT
(Interstate 215-Van Buren Overhead Bridge)

This Construction and Maintenance Agreement ("Agreement") is made and entered in as of 6/28/, 2011 by and between the Riverside County Transportation Commission ("COMMISSION") and County of Riverside, a political subdivision of the State of California ("COUNTY"). The COMMISSION and COUNTY are sometimes referred to herein individually as "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, the COMMISSION is the owner in fee of that certain real property commonly referred to as the San Jacinto Branch Line ("Rail Corridor").

B. WHEREAS, COUNTY desires to obtain the COMMISSION's permission to enter onto that portion of the Rail Corridor as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), to complete work related to the replacement/modification of the Van Buren Overhead Bridge on Interstate 215, Bridge No. 56C0567 P.U.C No. 002X-10.60-A (the "Project").

C. WHEREAS, Burlington Northern and Santa Fe Railway Company ("BNSF") has a freight easement for use of the Rail Corridor and is currently responsible for maintenance thereof pursuant to its Shared Use Agreement with the COMMISSION.

D. WHEREAS, the Parties anticipate that maintenance responsibility for the Rail Corridor may shift to the Southern California Regional Rail Authority ("SCRRA") following commencement of the Project.

E. WHEREAS, the plans and specifications for the Project have been reviewed and approved by BNSF and SCRRA. If falsework is required for the Project, COUNTY shall require its contractor to provide the plans and specifications for the falsework to the COMMISSION, BNSF and SCRRA for review and approval prior to commencement of any work on the Property. The Parties agree that the Project shall be constructed in accordance with the approved plans and specifications for the Project, and any approved plans and specifications for falsework (collectively, "Plans and Specifications").

F. WHEREAS, pursuant to a separate agreement, COUNTY shall obtain or shall require its contractor to obtain flagging services for the Project

work and/or any required maintenance work from BNSF and/or SCRRRA, as applicable.

G. WHEREAS, upon completion of the Project, COUNTY shall operate, repair and maintain the completed Van Buren Overhead Bridge, and all portions thereof (the "Structure") pursuant to the terms and conditions contained in this Agreement.

H. WHEREAS, the Parties intend, concurrently with execution of this Agreement, to execute certain easements in favor of the COUNTY for the permanent location and maintenance of the Structure on the Property (the "Easements"). The grant deeds for the Easements ("Easement Deeds"), attached hereto as Exhibit "F" and by this reference incorporated herein, provide that the Easements are subject to the terms and conditions contained in this Agreement.

I. WHEREAS, COMMISSION has previously conveyed an easement interest to Metropolitan Water District of Southern California ("MWD") on the Property for MWD's future 96" Water Pipeline Installation Project.

J. WHEREAS, the Parties wish to enter into this Agreement whereby the COMMISSION will grant COUNTY a license to construct the Structure on the COMMISSION Property and to enter the Property for purposes of repair and maintenance thereof, all subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the COMMISSION and COUNTY do hereby agree as follows:

AGREEMENT

1. Grant of License for Use of the Property; Easements.

1.1 The COMMISSION hereby grants to COUNTY and its employees, agents and contractors a non-exclusive license in, on, over, and across the Property for the purposes of constructing the Project, as further described in Exhibit "C", Scope of Work For Construction, attached hereto and by this reference incorporated herein, including the erection and removal of falsework, as may be applicable, and the construction of a drainage facility, and for no other purpose.

1.2 Concurrently with execution of this Agreement, the Parties shall execute the Easements Acquisition Agreement and Temporary Construction Access Agreement, attached hereto as Exhibit "F", whereby

COMMISSION shall convey to COUNTY permanent Utility, Aerial and Roadway Easements via separate Easement Deeds for the permanent location of the Structure on the Property and temporary construction access interests, respectively. Said Easement Deeds shall be recorded against the Property, and provide that all repair and maintenance of the Structure shall be subject to and conducted pursuant to the terms and conditions of this Agreement. The Parties agree that, upon completion of construction of the Project, the "Property", as that term is used herein, shall refer to that portion of the COMMISSION's property as shown in the Easement Deeds, excluding the temporary construction access interest.

1.3 The Parties agree that the Easements for utilities and roadway access are related to the aerial Easement required for the Structure. Should said aerial Easement be relinquished, the COUNTY shall also relinquish the related Easements for utilities and roadway access.

2. Term. The term of this Agreement shall commence on the date first specified above and shall continue in effect for so long as the Easement interests exist. This Agreement is subordinate to all prior or future rights and obligations of the COMMISSION in the Property, except that the COMMISSION shall grant no rights inconsistent with the reasonable exercise by COUNTY of its rights under this Agreement.

3. COUNTY Obligations Regarding Construction of the Project.

3.1 COUNTY shall provide for and maintain minimum vertical and horizontal clearances as shown in the Plans and Specifications for the Project, and in accordance with the Contractor Requirements set forth in Exhibit "B" and the Bridge/Falsework Clearance Requirements as provided in Exhibit "E", both of which are attached hereto and incorporated herein by reference.

3.2 COUNTY shall construct the Project in a good and workmanlike manner and as shown on the Plans and Specifications. The principal elements of the Project work ("Work") are as follows:

- (a) Construction of the Project;
- (b) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on the Rail Corridor;
- (c) Provision of suitable drainage, both temporary and permanent;

- (d) Maintenance of the job site at all times so that it will not present any source of danger to any person or property;
- (e) Removal of all trash and debris associated with the construction of the Project;
- (f) Job site cleanup to the pre-construction condition and to the COMMISSION's satisfaction.

3.3 The Work shall be performed by COUNTY or its contractor(s) in a manner that will not endanger or interfere with the safe and timely operations of the COMMISSION, SCRRA or BNSF facilities, and in accordance with the requirements contained in Section 6.7(e) of this Agreement.

3.4 The Work, including shoring, false work or cribbing used by COUNTY, shall comply with the SCRRA and BNSF Bridge Requirements, which COUNTY has obtained from SCRRA and BNSF and which are incorporated herein by reference, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

3.5 Prior to commencing any construction of falsework, if applicable, COUNTY shall require its contractor to provide plans and specifications for the falsework to BNSF and SCRRA and the COMMISSION for review and approval.

3.6 The COMMISSION shall have the right to review and approve the COUNTY's proposed construction schedule for the Work. The COUNTY shall reasonably adhere to the approved construction schedule for all Work that impacts the Rail Corridor or the Property. The Parties mutually agree that construction activities for the Project shall not interfere with BNSF's or SCRRA's operation of trains on the Rail Corridor. The COUNTY shall coordinate all Work with COMMISSION to avoid conflict with the COMMISSION's potential construction of the Perris Valley Line project. County shall 1) make its construction schedule available to the COMMISSION and MWD; 2) invite the COMMISSION and MWD to participate in its project development team meetings, including providing reasonable notice to COMMISSION and MWD of the time and location; 3) make available meeting agendas and meeting minutes, if requested; and 4) make available any construction related alerts to the COMMISSION and MWD in the usual manner provided by the COUNTY.

- (a) Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: (800) 832-5452) until such date that SCRRA assumes operations and

maintenance responsibility for the corridor. At such time, the required notification for emergency work shall be provided to SCRRRA ((909) 593-0661 or (888) 446-9715). In addition, RCTC's Assets and Property Manager shall be notified prior any emergency work (telephone number: 951-787-7141).

(b) The Parties hereto acknowledge and agree that trains cannot be subject to delay once SCRRRA Metrolink Commuter Rail Service commences.

3.7 Any changes or modifications during Project construction that affect safety or operation or the Rail Corridor shall be subject to the COMMISSION's and BNSF's or SCRRRA's, as applicable, written approval prior to the commencement of any such changes or modifications.

3.8 Any changes or modifications during Project construction that may affect the construction schedule of any COMMISSION project within the Rail Corridor or the Property shall be subject to the COMMISSION's prior written approval.

3.9 COUNTY and all contractors and agents of COUNTY performing work on the Property, or any part thereof, shall comply with the insurance requirements specified in Exhibit "D", attached to this Agreement and incorporated herein by reference.

3.10 COUNTY is placed on notice that fiber optic, communication and other cable lines, gas, electric, and/or other utilities, and systems (collectively, the "Lines") owned by various telecommunications, electrical, gas, or other companies may be buried on the Property. As applicable, the locations of those known Lines have been included on the Plans and Specifications based on available information from the utility companies but not all utility locations may be shown or known by the COMMISSION. COUNTY shall be responsible for contacting the COMMISSION and the utility companies and notifying them of any work that may damage Lines or facilities and/or interfere with their service. As applicable, COUNTY must also mark all Lines shown on the Plans and Specifications or marked in the field in order to verify their locations. COUNTY must also use all reasonable methods when working on or adjacent to the Property to determine if any other Lines (fiber optic, cable, communication, gas, electric, or otherwise) may exist.

(a) COUNTY shall be responsible for coordinating the rearrangement of any facilities or Lines determined to interfere with construction. COUNTY shall cooperate fully with any impacted utility company(ies) in performing such rearrangements.

(b) Failure to mark or identify these Lines is sufficient cause for the COMMISSION to stop construction of the Project at no cost to the COMMISSION until identification work is completed.

3.11 COUNTY and COUNTY contractors on the Project shall conform with and meet the Contractor Requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.12 Additional BNSF/SCRRRA Requirements:

(a) As may be required by BNSF, prior to performing any Work, COUNTY and COUNTY contractors shall obtain copies of and execute BNSF's most-current standard, Contractor Requirements and BNSF's most-current standard, Contractor Insurance Requirements. COUNTY contractors shall provide evidence to the COMMISSION of compliance with this requirement.

(b) As may be required by SCRRRA once SCRRRA commences maintenance of the Rail Corridor, COUNTY and COUNTY contractors shall obtain copies of and execute SCRRRA's most-current standard "Temporary Right-of-Entry Agreement" and shall comply with all SCRRRA insurance requirements related to such agreement. COUNTY shall provide evidence to the COMMISSION of compliance with this requirement.

3.13 The COMMISSION shall not be responsible to COUNTY for any changes in BNSF or SCRRRA operations over the Rail Corridor.

3.14 COUNTY shall supervise and inspect the operations of any contractors completing the Work to assure compliance with the Plans and Specifications, the terms of this Agreement and all safety requirements specified herein.

3.15 COUNTY shall provide written notification to SCRRRA's Manager of Public Projects, and the COMMISSION in writing of the completion date of the Project within thirty (30) days after Project completion date. Additionally, COUNTY shall notify SCRRRA's Manager of Public Projects, in writing, of the date on which the COMMISSION will meet with COUNTY for the purpose of making final inspection of the Project.

3.16 In addition to the working drawings required in Exhibit "B", the COUNTY shall provide one set of as-built plans (prepared in English Units) to SCRRRA and the COMMISSION, as well as one set of computer diskettes containing as-built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as-built plans" must comply with the Bridge Requirements and depict all information in SCRRRA

engineering stationing and mile post pluses. The "as-built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

3.17 COUNTY shall require all of its contractors and agents engaged under contract to perform work on the Property, or any part thereof, to include the COMMISSION as an indemnified party under COUNTY's standard contractual indemnification, hold harmless and defense requirements. Each such contract shall also incorporate all applicable material provisions of this Agreement as binding terms contained therein.

4. COMMISSION Rights Regarding Construction.

4.1 The COMMISSION shall have the right, in its reasonable discretion, to request any employee or contractor who enters the Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or because they adversely affected operations on the Rail Corridor, be removed from the Rail Corridor. In the event COUNTY elects not to honor such request, the COMMISSION may stop work within the Rail Corridor until the matter has been fully resolved to the COMMISSION's satisfaction.

4.2 The COMMISSION shall have the right to stop construction work on the Project if any of the following events take place: (i) the Work is performed in a manner contrary to the Plans and Specifications; (ii) the Work is performed in a manner which is hazardous to the Rail Corridor, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit "D" is canceled during the course of the Project; or (iv) the Work is not being completed in accordance with the approved construction schedule and/or the COUNTY fails to coordinate the Work with the COMMISSION to avoid conflicts with COMMISSION work. The work stoppage shall continue until all necessary actions are taken to rectify the situation to the reasonable satisfaction of the COMMISSION. Any such work stoppage under this provision shall not give rise to any liability on the part of the COMMISSION. The COMMISSION's right to stop the work is in addition to any other rights the COMMISSION may have. In the event that the COMMISSION desires to stop construction work on the Project, the COMMISSION agrees to immediately notify the following individual in writing: *Juan C. Perez, P.E., T.E., Director of Transportation, County of Riverside Department of Transportation.*

5. No Liability of BNSF for Approval of Plans and Specifications. Any approval of the Plans and Specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the Plans and Specifications meet

the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the Plans and Specifications or construction is structurally sound, appropriate or that the Plans and Specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

6. Maintenance of Structure. The operation, repair and maintenance of the Structure shall be performed in accordance with the following express conditions, to which COUNTY covenants and agrees by and for itself, its successors and assigns:

6.1 No additional improvements shall be constructed by COUNTY and no non-emergency repairs shall be made to the Structure or on the Property by COUNTY, its contractors, employees or agents unless approved in writing by the COMMISSION.

6.2 COUNTY, at its sole cost and expense, shall operate, repair and maintain the Structure.

6.3 Operation, repair and maintenance of the Structure, including, without limitation, any parts of the Structure that extend outside of the Property, shall be accomplished in such a manner so that it does not interfere with or be a source of danger to: (i) present or future tracks, roadbed, and personal and real property within the Property and surrounding area, and (ii) the safe operation of railroad and related activities within the Property and surrounding area.

6.4 COUNTY shall provide the COMMISSION and MWD with no less than thirty (30) days prior written notice and shall obtain COMMISSION's prior written approval of any non-emergency repair work or maintenance work to be performed for the Structure, excepting for routine street sweeping, removal of graffiti and/or routine checks. Repair and maintenance work performed for the Structure shall not interfere with rail traffic and related activities within the Property and surrounding area.

6.5 COUNTY shall not, without the express written consent of the COMMISSION: (i) place any signs, billboards or advertisements on the Structure, other than project monument signs; (ii) erect or construct any building or structures within the Property; (iii) park or store any vehicles within the Property; or (iv) store any material or permit any activity within the Property and surrounding area that in any manner involves or includes combustible, hazardous or toxic material that has the reasonable potential to cause, directly or indirectly, a fire, explosion, implosion or corrosive damage.

6.6 This Agreement does not include any right of COUNTY to permit third party utilities within the Property. Any such right shall be governed by a separate permit or license.

6.7 Additional COUNTY Obligations Regarding Maintenance of the Structure.

(a) COUNTY shall, at its sole cost and expense, keep the Structure painted and free from graffiti, and shall at all times maintain the strength, soundness and integrity of the Structure.

(b) COUNTY shall maintain the D.O.T. Crossing Number 027325M in legible condition and in a conspicuous location on the Structure where applied by or on behalf of COUNTY.

(c) All work to be conducted pursuant to this Section 6 shall be performed in good and workmanlike manner and all work shall be promptly commenced and prosecuted to conclusion in its logical order and sequence.

(d) To facilitate the schedule of maintenance and repair activities for the Structure, the Parties shall meet prior to completion of the Project, and as frequently thereafter as reasonably necessary, and shall develop a maintenance and repair schedule that does not create any interference with trains operating within the Rail Corridor.

(e) In regards to any portion of the Property over which MWD has an easement for its proposed future 96" Water Pipeline, COUNTY shall only utilize the area of such property consistent with the rights that have been granted to COUNTY and shall ensure that its use is not detrimental to the installation, construction, operation, inspection, repair, maintenance or replacement of MWD's 96" Water Pipeline, or to any other purposes or uses as are or may be necessary or incidental to the construction, maintenance and operation of the MWD's 96" Water Pipeline.

6.8 COUNTY shall notify and obtain prior authorization from the SCRRA Maintenance of Way office at (909) 392-4506 before entering the Rail Corridor for any purpose.

6.9 Prior to permitting any contractor or agent of COUNTY to enter into the Rail Corridor pursuant to this Section 6, COUNTY shall require such contractor or agent to comply with the insurance requirements set forth in Exhibit "D" or as otherwise required by the COMMISSION. COUNTY shall ensure that evidence satisfactory to the COMMISSION of such

compliance, including submission to the COMMISSION of any required insurance certificates and/or endorsements, has been provided.

6.10 COUNTY shall require all of its contractors and agents engaged under contract to perform work on the Property, or any part thereof, to include the COMMISSION as an indemnified party under COUNTY's standard contractual indemnification, hold harmless and defense requirements. Each such contract shall also incorporate all applicable material provisions of this Agreement as binding terms contained therein.

6.11 The COMMISSION shall have the right, but not the obligation, to request any employee or contractor of COUNTY who enters the Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or because they adversely affected operations within the Rail Corridor, be removed from the Rail Corridor.

7. Liens. COUNTY shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to COUNTY's actions upon the Property. COUNTY agrees to hold the COMMISSION harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

8. Indemnification. To the fullest extent permitted by law, COUNTY hereby agrees to release indemnify, defend and hold harmless COMMISSION, its successors, assigns, legal representatives, officers, directors, employees, agents and representatives for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs and attorneys' fees) of any nature, kind or description of any person (including, without limitation, the employees of the parties hereto) or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) (i) the use, occupancy or presence of COUNTY, or its contractors, subcontractors, employees or agents in, on, or about the construction site, (ii) the performance, or failure to perform by COUNTY, its contractors, subcontractors, employees, or agents, its work or any obligation under this Agreement, (iii) the acts or omissions of COUNTY, its contractors, subcontractors, employees, or agents in, on, or about the construction site, (iv) COUNTY's breach of this Agreement, (v) any rights or interests granted to COUNTY pursuant to this Agreement or pursuant to the Easement Deeds, (vi) COUNTY's occupation and use of the Easements, RCTC's property, and/or RCTC's right-of-way, including, without limitation, subsequent maintenance of the Structure by COUNTY, or (vii) an act or omission of COUNTY or its officers, agents, invitees, employees or contractors or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over.

9. Assumption of Risk and Waiver. To the maximum extent allowed by law, COUNTY assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Structure, any falsework, COUNTY's property and any other property of, or under the control or custody of, COUNTY, which is on or near the Property. COUNTY's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on or near the Property including the Structure, accident or fire or other casualty on or near the Property, or electrical discharge, and noise or vibration resulting from the COMMISSION's, SCRRA's or BNSF's transit operations on or near the Property. The term "COMMISSION" as used in this section shall include: (i) any transit or rail-related company operating upon or over the COMMISSION's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by the COMMISSION.

The provisions of this section and of Section 8 and 10 shall survive the termination of this Agreement. As used in this section, "Personnel" means COUNTY, or its officers, directors, affiliates, or anyone directly or indirectly employed by COUNTY or for whose acts COUNTY is liable.

COUNTY ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS. COUNTY acknowledges and agrees that COUNTY is entering the Property under this Agreement based on COUNTY's own investigations and knowledge of the Property and that, except as otherwise specifically stated in this Agreement, neither the COMMISSION nor any agent of the COMMISSION, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of the Property or the suitability of the Property for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible hazardous substances contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any environmental laws or any other matter of any nature whatsoever.

10. Defense. Upon written notice from the COMMISSION, COUNTY agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the COMMISSION by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Agreement for which COUNTY has an obligation to assume liability for and/or to indemnify or save and hold harmless the COMMISSION. COUNTY shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of

statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

11. Compliance with Laws/Permits. COUNTY shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, COUNTY, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities COUNTY desires to conduct or have conducted pursuant to this Agreement.

12. Inspection. The COMMISSION and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify COUNTY's compliance with the terms and conditions of this Agreement.

13. Default. If COUNTY fails to fulfill any material obligation of COUNTY under this Agreement, COMMISSION may give written notice to COUNTY of such failure, and in the event that COUNTY fails to remedy such failure within thirty (30) calendar days following receipt of such notice, or if such remedy cannot reasonably be completed within thirty (30) days, to commence such remedy within said time period and to diligently complete such remedy within a reasonable period of time, COMMISSION may, at its option, and in addition to any other available legal or equitable remedy, perform such work itself as it deems necessary for the safe operation of uses on the Property. In such event, COUNTY agrees to pay, within forty five (45) days after a bill is rendered therefor, the documented cost so incurred by COMMISSION. However, failure on the part of COMMISSION to perform the obligations of COUNTY shall not release COUNTY from liability hereunder for any loss or damage occasioned thereby.

14. Not Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to COUNTY. The grant by COMMISSION of the Easement Interest shall be done by Easement Deeds. This Agreement is not exclusive and the COMMISSION specifically reserves the right to grant other rights of entry within the vicinity of the Property.

15. Attorneys' Fees. In the event of a dispute between the parties with respect to the terms or conditions of this Agreement, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees and costs as established by the judge or arbitrator presiding over such dispute.

16. Revocation and Termination. It is the intent of the Parties that the rights and interests granted herein and the responsibility for continued maintenance of the Structure provided herein shall continue and remain in full force and effect so long as the Easements interests exist. In the event that the COUNTY no longer needs the Easements, then this Agreement would be terminated and County shall release, remit, relinquish or vacate the Easements in favor of COMMISSION, or its successor-in-interest.

17. Restoration of the Property. If the Easements, or any portion thereof, shall cease to be needed for public crossing purposes, then such portion of the Easement shall be vacated in accordance with any and all applicable State and Federal laws. In the event this Agreement is terminated COUNTY shall, at COMMISSION's option, to be exercised in writing, either: 1) leave the Structure in good operating condition and shall transfer title of the Structure to the COMMISSION, or 2) remove the Structure and restore the Property to a neat and clean condition. In case COUNTY shall fail to commence restoration of the Property to a neat and clean condition within sixty (60) business days after the effective date of the termination and to diligently pursue completion of such restoration, the COMMISSION may proceed with such work at the expense of COUNTY.

18. Continuing Liability. The termination of this Agreement shall not release COUNTY from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Property and/or transfer of the Structure pursuant to Section 17.

19. Notice. Any notice provided pursuant to or required by this Agreement shall be in writing and shall be deemed sufficiently provided when sent by certified mail, return receipt requested, to the Parties at the following addresses:

COMMISSION:

Riverside County Transportation
Commission
4080 Lemon Street, Third Floor
Riverside, California 92502-7141
Attn. Director of Rail Projects
Fax: (951) 787-7906

COUNTY:

County of Riverside
Transportation Department
4080 Lemon Street
Riverside, CA 92502

MWD:

Metropolitan Water District
of Southern California
P.O. Box 54153
Los Angeles, CA 90054-0153
Kieran Callanan, Manager,
Substructures Team
(213) 217-7474
kcallanan@mwdh2o.com

20. 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.

21. Third Party Beneficiaries. BNSF shall be a third party beneficiary as to Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.12 and 5 of this Agreement. SCRRA shall be a third party beneficiary as to Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.12, 3.15, 5, 6.8 and 6.9 of this Agreement. Except as specified in the foregoing, there are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

22. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23. Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

25. Assignment. This Agreement and the rights granted herein are personal to COUNTY. COUNTY shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity, except as provided by law, to use the rights or privileges hereby conveyed, without the prior written consent of the COMMISSION, which may be withheld in the COMMISSION's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give the COMMISSION the right to immediately terminate this Agreement.

26. Waiver of Covenants or Conditions. Waiver by the COMMISSION of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

27. Entire Agreement. This Agreement, the attached exhibits and any other documents specifically referenced and incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the matters addressed in this Agreement.

28. Recitals. The Recitals set forth above are incorporated herein by reference.

III

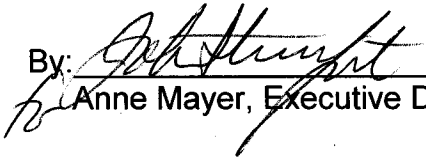
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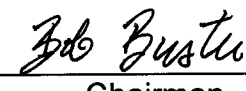
**SIGNATURE PAGE
TO
CONSTRUCTION AND MAINTENANCE AGREEMENT
(Van Buren Overhead Bridge)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

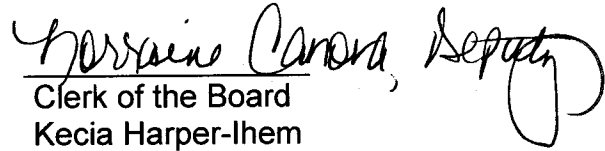
By: 
Anne Mayer, Executive Director

**COUNTY OF
RIVERSIDE**

By: 
~~BOB BUSTER~~ Chairman
Board of Supervisors

Its: _____

ATTEST


Clerk of the Board
Kecia Harper-Ihem

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

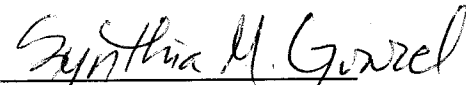
By: 
Cynthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

**DESCRIPTION OF PROPERTY
SUBJECT TO LICENSE DURING PROJECT CONSTRUCTION**

The "Property", during County's construction period, is as legally described and depicted in the Easement Deeds, and the temporary construction access agreement.

Exhibit A

EXHIBIT "B"
CONTRACTOR REQUIREMENTS

As part of this Agreement, COUNTY agrees to require all of its contractors and agents to conform to the following requirements, and to comply with the insurance requirements set forth in Exhibit "D":

1. General Provisions

For any falsework above any tracks or any excavations located within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, whichever is greater, both measured perpendicular to center line of track, Contractor shall furnish COMMISSION five (5) sets of working drawings showing details of construction affecting COMMISSION's Property. The working drawings shall include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans, and two (2) sets of structural calculations of any falsework, shoring or cribbing. All calculations shall take into consideration railway surcharge loading and shall be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations shall be stamped by a registered professional engineer licensed to practice in California. Contractor shall not begin work until notified by COMMISSION that plans have been approved. Contractor shall be required to use lifting devices such as cranes and/or winches to place or to remove any falsework over COMMISSION's tracks. In no case shall Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

2. Contractor Requirements

(a) Contractor shall take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations.

(b) Contractor shall notify COMMISSION, as required herein, and provide blasting plans to COMMISSION for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on COMMISSION's Property.

(c) In addition to any the vertical and horizontal clearance requirements contained in Exhibit "E", COUNTY and its contractors or agents shall abide by the following clearances during construction:

- o 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

(d) The details of construction affecting COMMISSION's Property not included in the contract plans shall be submitted to COMMISSION for approval before work is undertaken and this work shall not be undertaken until approved by COMMISSION.

(e) At other than public road crossings, Contractor shall not move any equipment or materials across COMMISSION's tracks until permission has been obtained from COMMISSION. The Contractor shall obtain a "Temporary Private Crossing Agreement" from COMMISSION prior to moving his equipment or materials across COMMISSION's tracks. The temporary crossing shall be gated and locked at all times when not required for use by Contractor. The temporary crossing for use of Contractor shall be at the expense of Contractor.

(f) Discharge, release or spill on COMMISSION's Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited and Contractor shall immediately notify COMMISSION of any discharge, release or spills. Contractor shall not allow COMMISSION's Property to become a treatment, storage facility as those terms are defined in the applicable federal and state law.

(g) Upon completion of the work covered by the Agreement, Contractor shall promptly remove from COMMISSION's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and shall cause COMMISSION's Property to be left in a condition acceptable to COMMISSION.

3. Contractor Safety Action Plan

Contractor shall develop and implement a safety action plan which shall be made available to COMMISSION prior to commencement of any work on COMMISSION's Property. During performance of work, Contractor shall audit its compliance with the Safety Action Plan. Contractor shall designate an on-site representative who shall serve as the contact person for COMMISSION and who shall maintain a copy of the safety action plan and subsequent audits at the

job site for inspection and review by COMMISSION at any time during performance of the work.

All persons working within the Rail Corridor shall complete Roadway Worker Safety Training in accordance with BNSF and/or SCRRRA requirements, as applicable.

4. Protection of COMMISSION Facilities and Activities Performed on COMMISSION's Property

Contractor shall give a minimum of fifteen (15) working days notice to COMMISSION and to SCRRRA Maintenance of Way office at (909) 392-4506 in advance of when flagging services will be required.

5. Contractor General Safety Requirements

(a) Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track shall be in compliance with FRA Roadway Worker Protection Regulations.

(b) Before beginning any task on COMMISSION's Property, a thorough job safety briefing shall be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the SCRRRA's flagger and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any COMMISSION track(s).

(c) Workers shall not work nearer than 25 feet to the centerline of any track without proper flag/work protection, unless the track is protected by track bulletin and work has been authorized by COMMISSION. If flag/work protection is provided, every contractor employee must know: (1) who the flagger is, and how to contact the flagger, (2) limits of the flag/work protection, (3) the method of communication to stop and resume work, and (4) entry into flag/work limits when designated. Men or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing if working at less than 25 feet from center line of track.

(d) When Contractor's employees are required to work on COMMISSION's Property after normal working hours or on weekends, COMMISSION must be notified. A minimum of two Contractor's employees shall be present during such times.

(e) Any Contractor employee, its subcontractor's employee, agents or invitees under suspicion of being under the influence of drugs or alcohol, or in the possession of same, may be removed from COMMISSION's Property and

subsequently released to the custody of a representative of Contractor management. Future access to COMMISSION's Property by that employee will be denied.

(f) Any damage to COMMISSION's Property, or any hazard noticed on passing trains, shall be reported immediately to COMMISSION. Any vehicle or machine which may come in contact with a track, signal equipment, or structure (bridge) that could result in a train derailment shall be reported by the quickest means possible to COMMISSION.

(g) All persons are prohibited from having a pocket knife with blade in excess of three (3) inches, firearms or other deadly weapons in their possession while working on COMMISSION's Property. All personnel protective equipment used on COMMISSION's Property shall meet applicable OSHA and ANSI specifications.

(h) Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest COMMISSION track. At highway/rail at-grade crossings materials, machinery or equipment shall not be stored or left temporarily which interferes with the sight distances of motorists approaching the crossing. Prior to beginning work, Contractor will establish any storage area with concurrence of COMMISSION.

(i) Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on COMMISSION's Property must be inoperable and secured against movement.

(j) Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water shall meet all Federal, State and Local regulations.

(k) All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load shall be; 200 KV or below - 15 feet, 200 to 350 KV - 20 feet, 350 to 500 KV - 25 feet, 500 to 750 KV - 35 feet, 750 to 1000 KV - 45 feet and if capacity of the line is not known, minimum clearance of 45 feet must be maintained. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

6. Excavation

(a) Before excavating, it must be ascertained by Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic

cable systems that either cross or run parallel with the track which are located within the work area. Excavating on COMMISSION's Property could result in damage to buried cables resulting in delay to traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. Before any excavation commences, Contractor must contact COMMISSION. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

(b) Contractor must cease all work and COMMISSION must be notified immediately before continuing excavation in the area if obstructions are encountered that do not appear on drawings. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately, if there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.

(c) All excavations shall be conducted in compliance with applicable OSHA regulations and regardless of depth shall be shored where there is any danger to tracks, structures or personnel.

(d) Any excavations, holes or trenches on COMMISSION's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that COMMISSION employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

7. Hazardous Waste, Substances and Material Reporting

If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to COMMISSION's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor shall immediately: (a) notify COMMISSION of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

8. Personal Injury Reporting

Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on COMMISSION's Property must be reported immediately (by phone mail if unable to contact in person) to COMMISSION no later than the close of shift on the date of the injury.

EXHIBIT "C"

SCOPE OF WORK FOR CONSTRUCTION

- Realign and Widen Van Buren Boulevard Overhead
- Construct drainage facilities
- Construct Retaining Wall West of Tracks along Van Buren Boulevard
- Place erosion control measures
- Clear and grub vegetation from work area
- Coordinate with Utility companies' removal and relocation of their facilities
- Install pavement delineation
- Staging area for NB I-215 Auxiliary Lane

Project Plans held in the office of the County Transportation Department

Exhibit C

EXHIBIT "D"

INSURANCE

COUNTY is self insured for all policies specified below, except Railroad Protective Liability coverage, and maintains self insured coverage in the amounts required herein. As used in this Exhibit "D" the term "CONTRACTOR" shall mean and refer to any contractor of COUNTY entering onto or conducting work on the Property.

CONTRACTOR shall obtain and shall require any consultant or contractor entering the Property on its behalf to obtain insurance of the types and in the amounts described below and satisfactory to the COMMISSION and COUNTY prior to commencing any work on the Property.

A. Commercial General Liability Insurance. CONTRACTOR shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$5,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include, but not be limited to, contractual liability, products and completed operations liability. In addition such insurance shall:

1. Include the COMMISSION and COUNTY and, if required by the COMMISSION, BNSF, SCRRA and their officials, officers, employees, agents, and consultants as additional insureds with respect to the construction of the Van Buren Overhead Bridge and the Property and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;
2. Be primary and non-contributory with respect to any insurance or self-insurance programs covering the COMMISSION and COUNTY, and their respective officials, officers, employees, agents and consultants; and
3. Contain standard separation of insured provisions.
4. Not include any restrictions related to indemnity for work performed within 50 feet of the Commission's railroad right of way/tracks.

B. Automobile Liability. CONTRACTOR shall maintain automobile liability insurance with coverage that shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) covering owned, non-owned or hired vehicles

whether licensed for highway use or not in an amount of no less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall:

1. Include the COMMISSION AND COUNTY and if requested by the COMMISSION, BNSF and/or SCRRA and their officials, officers, employees, agents, and consultants as additional insureds with respect to the construction of the Van Buren Overhead Bridge and the Property and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;

2. Be primary and non-contributory with respect to any insurance or self-insurance programs covering the COMMISSION and COUNTY, and their respective officials, officers, employees, agents and consultants; and

3. Contain standard separation of insured provisions.

C. Railroad Protective Liability. CONTRACTOR shall, in connection with any construction activities undertaken with respect to the construction and/or repair of the Van Buren Overhead Bridge either directly by CONTRACTOR or by its contractors, acquire and keep in force during the period of such construction, railroad protective liability insurance with a combined single limit of \$2,000,000 and a general aggregate of \$6,000,000. The COMMISSION, COUNTY, BNSF and SCRRA shall be named insureds under such policy, and their officials, officers, employees, agents, and consultants shall be named as additional insureds.

D. Workers' Compensation Insurance. CONTRACTOR shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation endorsement shall be issued in favor of the COMMISSION and COUNTY.

E. Pollution Liability Insurance. If the Project work involves any hazardous materials, CONTRACTOR shall maintain pollution liability insurance in the amount of no less than one million dollars (\$1,000,000.00). Such insurance, if required, shall include the COMMISSION, COUNTY and, if required by the COMMISSION, the SCRRA and their officials, officers, employees, agents, and consultants as insureds with respect to the construction of the Van Buren Overhead Bridge and the Property and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;

F. Certificates of Insurance. CONTRACTOR shall, prior to entering the Property, furnish the COMMISSION with properly executed certificates of insurance including endorsements required herein for all lines of coverage, and,

if requested by the COMMISSION, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to the COMMISSION, STATE and COUNTY. The certificate shall also evidence the insurer's knowledge of the proximity of the operations of ENTITIY to active railroad tracks. The COMMISSION and COUNTY shall each have discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement, respectfully.

G. Coverage Maintenance. CONTRACTOR shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement. Unless otherwise provided for in this Agreement, CONTRACTOR shall maintain such insurance from the execution of this Agreement until the construction of the Van Buren Overhead Bridge are complete and the Property is fully restored, except as otherwise provided in this Agreement. Products and completed operations liability coverages provided by the CONTRACTOR shall extend beyond the completion of the project for as long as the law allows.

H. Licensed Insurer. CONTRACTOR shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by the COMMISSION and COUNTY.

I. COMMISSION Right to Increase Coverage Limits. Following completion of construction of the Project, the COMMISSION shall have the right, in its sole discretion, upon prior written notice to COUNTY, to increase the insurance coverage requirements specified herein, if reasonable and warranted.

EXHIBIT "E"

BRIDGE/FALSEWORK CLEARANCE REQUIREMENTS

The term "Structure", as used herein, shall refer to the completed Van Buren Overhead Bridge, and all portions thereof, as widened pursuant to the Project Plans and Specifications.

Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 22 feet-6 inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. Prior to commencement of work, California Public Utilities Commission (CPUC) approval shall be obtained for all work less than the CPUC's minimum requirement of 22 feet, 6 inches vertically from the top of the most elevated rail to the bottom of the lowest falsework for temporary structures.

For the completed Structure, COUNTY has submitted plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance has been accurately described such that BNSF and/or SCRRRA was able to determine where it will occur in both the horizontal and vertical plane. If the permanent Structure is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, COUNTY has submitted plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. A profile of the existing top of rail elevation shall be plotted on the bridge plans. The profile shall extend for 500 feet in each direction of the proposed overpass and a separate profile shall be plotted for each track. If the existing top of rail profile(s) is not uniform such that a sag exists in the vicinity of the proposed Structure, the permanent Structure vertical clearance shall be increased sufficiently to accommodate a raise in the track profile to remove the sag. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

During construction, the COMMISSION may require an independent engineering inspector to be present during certain critical activities of the Project,

Exhibit E-1

including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. COUNTY shall reimburse the COMMISSION for any costs of supplemental inspection services, provided that such costs shall be agreed upon in advance. Nothing in the foregoing shall obligate the COMMISSION to provide such inspector, and the COMMISSION shall have no liability for the work completed by or on behalf of COUNTY, regardless of any inspection or lack thereof provided by or on behalf of the COMMISSION.

Exhibit E-2

EXHIBIT "F"
EASEMENTS ACQUISITION AGREEMENT, TEMPORARY
CONSTRUCTION ACCESS AGREEMENT AND EASEMENT DEEDS

[Attached behind this page]

Exhibit F

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PROJECT: I-215/Van Buren Boulevard Interchange Project
PARCEL(S): 21642-1, 21642-3, and 21642-4
APN: 294-070-002 & 294-140-004 (PORTIONS)

EASEMENTS ACQUISITION AGREEMENT

This Easement Acquisition Agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ("County"), and RIVERSIDE COUNTY TRANSPORTATION COMMISSION, A COUNTY TRANSPORTATION COMMISSION, ("Grantor").

Grantor has executed and will deliver to _____, Real Property Agent for the County or to the designated escrow company, an Easement Deed for road and utility purposes, including drainage purposes, in favor of the County of Riverside dated _____, identifying a portion of Assessor's Parcel Numbers 294-070-002 and 294-140-004, referenced as Parcels 21642-1 and 21642-3 and described on Exhibits "A" and "B" attached hereto and made a part hereof and an Aerial Easement Deed in favor of the County of Riverside dated _____, identifying a portion of Assessor's Parcel Numbers 294-070-002 and 294-140-004, referenced as Parcel 21642-4 and described on Exhibits "A" and "B" attached hereto and made a part hereof, (collectively, the "Easements") in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Seventy-Seven Thousand Five Hundred Twenty-Five Dollars (\$77,525) for the property interest conveyed by said deed(s), when said property interest vests in County.

B. Accept the Easements subject to all existing easements and encumbrances on the subject properties, and subject to the terms and conditions set forth in that certain Construction and Maintenance Agreement (Interstate 215-Van

1 Buren Overhead Bridge) entered into by and between Grantor and County dated
2 _____, the terms of which are incorporated herein by reference (the "C&M
3 Agreement") including, but not limited to, the express "Assumption of Risk and Waiver"
4 provisions set forth in the C&M Agreement.

5 C. At County's sole cost, pay all escrow, recording, and
6 reconveyance fees incurred in this transaction, and if title insurance is desired by
7 County, the premium charged therefor.

8 D. If County has not done so, execute the C&M Agreement and
9 provide no less than one (1) fully executed original to Grantor.

10 2. Grantor shall:

11 A. Provide to the Real Property Agent the original executed Easement
12 Deeds subject to the following:

13 i. The property rights granted pursuant to the Easement Deeds
14 are granted without any warranties or guarantees, either express or implied, as to the
15 condition of the property subject to the Easements.

16 ii. The property rights granted pursuant to the Easement Deeds
17 are granted subject to the express terms and conditions set forth in the C&M Agreement.

18 iii. County has delivered to Grantor no less than one (1) fully
19 executed original of the C&M Agreement.

20 3. It is mutually understood and agreed by and between the parties hereto
21 that the right of possession and use of the subject property by County shall commence
22 upon the execution of this Agreement and the above referenced C&M Agreement by all
23 parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment
24 for such possession and use.

25 4. Grantor hereby agrees and consents to the dismissal of any
26 condemnation action which has been or may commenced by County in the Superior
27 Court of Riverside County to condemn said land, and waives any and all claim to
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1 money that has been or may be deposited in court in such case or to damages by
2 reason of the filing of such action.

3 5. The performance by the County of its obligations under this agreement
4 shall relieve the County of any and all further payment obligations or claims on account
5 of the acquisition of the property rights referred to herein.

6 6. This agreement shall not be changed, modified, or amended except upon
7 the written consent of the parties hereto.

8 7. This agreement is the result of negotiations between the parties and is
9 intended by the parties to be a final expression of their understanding with respect to
10 the matters herein contained. This agreement supersedes any and all other prior
11 agreements and understandings, oral or written, in connection therewith, excluding the
12 above referenced Construction and Maintenance Agreement. No provision contained
13 herein shall be construed against the County solely because it prepared this agreement
14 in its executed form.

15 8. Grantor, (his/her/its/their) assigns and successors in interest, shall be
16 bound by all the terms and conditions contained in this agreement, and all the parties
17 thereto shall be jointly and severally liable thereunder.

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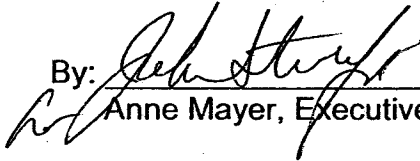
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**SIGNATURE PAGE TO
EASEMENT ACQUISITION AGREEMENT**

PROJECT: I-215/Van Buren Boulevard Interchange Project
PARCEL(S): 21642-1, 21642-3, and 21642-4
APN: 294-070-002 & 294-140-004 (PORTIONS)

Dated: _____

GRANTOR:
**Riverside County Transportation
Commission, a county transportation
commission**

By:  _____
Anne Mayer, Executive Director

By: _____

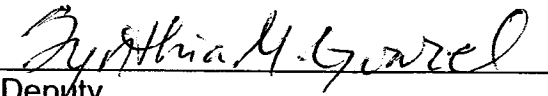
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

ATTEST:
Kecia Harper-Ihem
Clerk to the Board

By: _____
Bob Buster, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
PAMELA J. WALLS, County Counsel

By:  _____
Deputy
SYNTHIA M. GUNZEL

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EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 23 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 651.66 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE LEAVING SAID CENTERLINE ALONG SAID WESTERLY LINE NORTH 19°22'57" WEST, 96.00 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL NO. 1 NORTH 86°18'35" EAST, 123.09 FEET;

THENCE LEAVING SAID NORTHERLY LINE NORTH 19°22'57" WEST, 37.04 FEET;

08-RIV-215-34.2-21642(21642-1)

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE SOUTH 88°43'57" WEST, 124.68 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE ALONG SAID WESTERLY LINE SOUTH 19°22'57" EAST, 42.52 FEET TO THE NORTHERLY LINE OF SAID PARCEL NO. 1 AND THE TRUE POINT OF BEGINNING.

CONTAINING 4,714 SQUARE FEET OR 0.108 ACRE, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A ROADWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID VAN BUREN BOULEVARD, HEREIN ABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN GROUND DISTANCE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



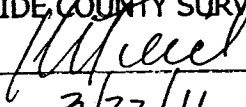
2/21/2011

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012

REV: 7/30/10

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 3/22/11



08-RIV-215-34.2-21642(21642-1)

EXHIBIT "B"

08-RIV-215-34.2-21642(21642-1)

LEGEND

 INDICATES RESTRICTED ACCESS

WESTERLY R/W OF A.T.&S.F. RAILWAY, AS RECORDED JAN. 23, 1888, IN BK. 69, PG. 91, O.R.-S.B. CO.

R.C.T.C. (A.T.&S.F.)

INTERSTATE



4,714 SF
0.108 AC

21642-1

S88°43'57"W
124.68'

N19°22'57"W
37.04'

S19°22'57"E
42.52'

N'LY LINE OF PARCEL NO. 1 PER DOC. REC. OCT. 1, 1982 AS INST. NO. 170248, O.R.

T.P.O.B.

N86°18'35"E
123.09'

N19°22'57"W
96.00'

651.66'

N89°46'09"E 1328.18'

VAN BUREN BLVD.

215

SEWER

PLANT

ACCESS

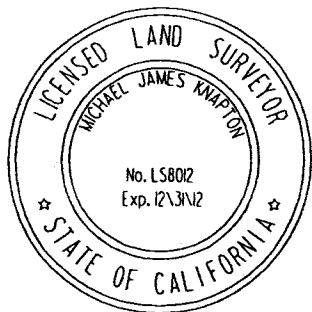
RAILROAD

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 3/22/11

SEC. 23, T3S, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21642-1

PROJECT: VAN BUREN BLVD. & I-215

PREPARED BY: KHA

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SCALE: N.T.S.

DATE: 01/07/2011

W. O. NO.: 08-06-001

APPROVED BY: *[Signature]* DATE: 2/21/11

SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 26 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 651.64 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE LEAVING SAID CENTERLINE ALONG SAID WESTERLY LINE SOUTH 19°22'57" EAST, 101.33 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2 SOUTH 86°37'13" EAST, 128.51 FEET;

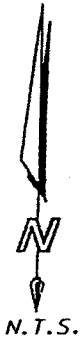
THENCE LEAVING SAID SOUTHERLY LINE SOUTH 19°22'57" EAST, 50.81 FEET;

THENCE SOUTH 66°40'02" WEST, 57.66 FEET;

08-RIV-215-34.2-21642(21642-3)

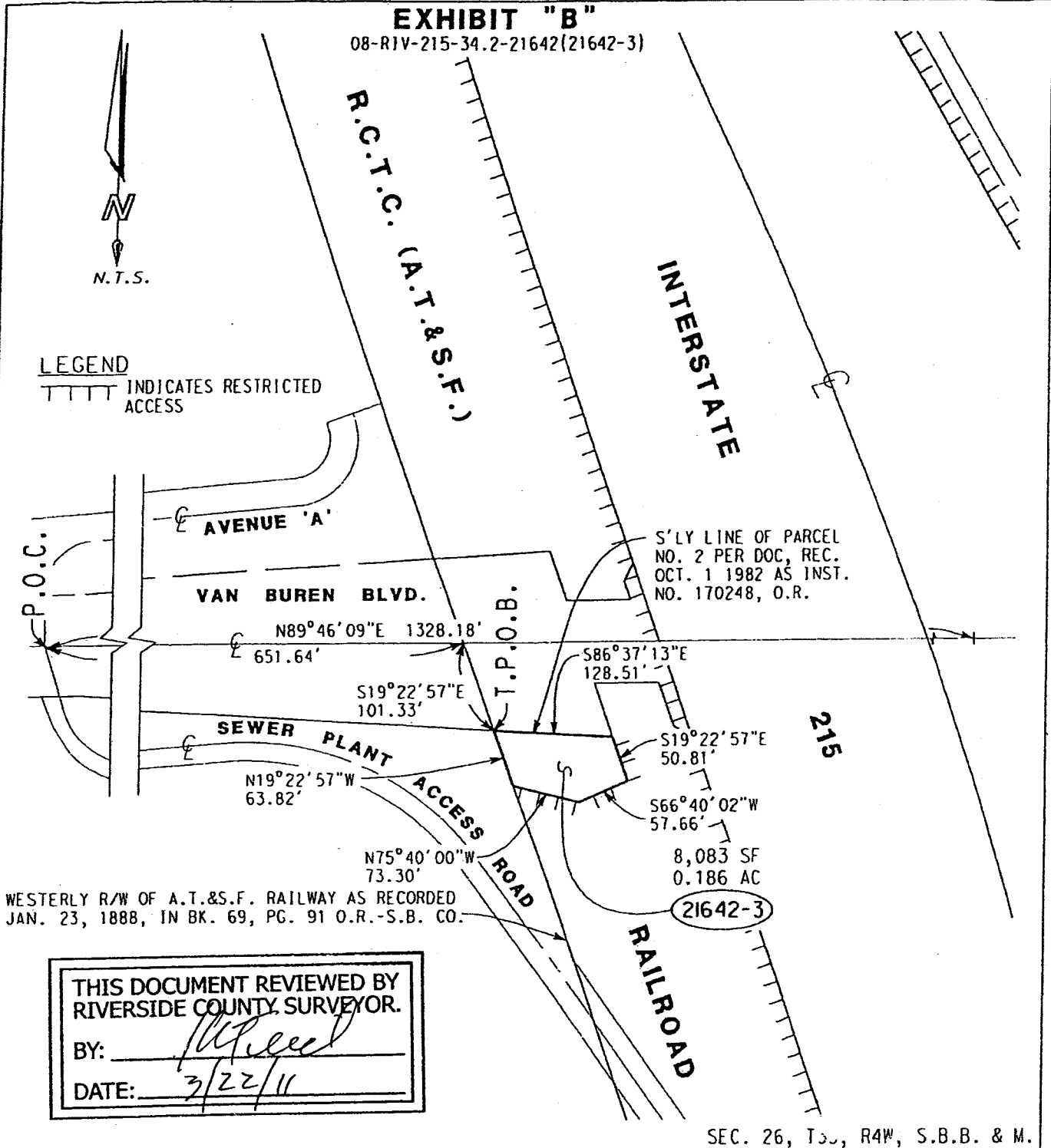
EXHIBIT "B"

08-RIV-215-34.2-21642(21642-3)



LEGEND

 INDICATES RESTRICTED ACCESS



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 3/22/11

SEC. 26, T35, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21642-3

PROJECT: VAN BUREN BLVD. & I-215

PREPARED BY: KHA

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SCALE: N.T.S.

DATE: 01/07/2011

W. O. NO.: 08-06-001

APPROVED BY: *[Signature]*

DATE: 2/21/11

SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 26 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 777.08 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 19°22'57" EAST, 47.70 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SAID SOUTHERLY LINE SOUTH 19°22'57" EAST, 62.19 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 19°22'57" EAST, 50.81 FEET;

THENCE SOUTH 87°01'58" EAST, 88.12 FEET TO THE EASTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 215 AS ACQUIRED BY THE STATE

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

OF CALIFORNIA AS PARCEL NO. 35 IN DECREE OF CONDEMNATION RECORDED MAY 18, 1943 IN BOOK 580, PAGE 327, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE NORTH 19°22'57" WEST, 57.85 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ABOVE MENTIONED PARCEL NO. 2;

THENCE LEAVING SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE ALONG SAID SOUTHERLY LINE THE FOLLOWING 3 COURSES;

NORTH 65°29'16" WEST, 21.51 FEET;

THENCE NORTH 19°22'57" WEST, 50.82 FEET;

THENCE SOUTH 89°46'23" WEST, 69.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 8,560 SQUARE FEET OR 0.197 ACRE, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN GROUND DISTANCE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



2/5/2010

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012 EXPIRES 12/31/10

REV: 02/04/2010



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *Robert S. Robinson*

DATE: 04/06/10

08-RIV-215-34.2-21642(21642-4)

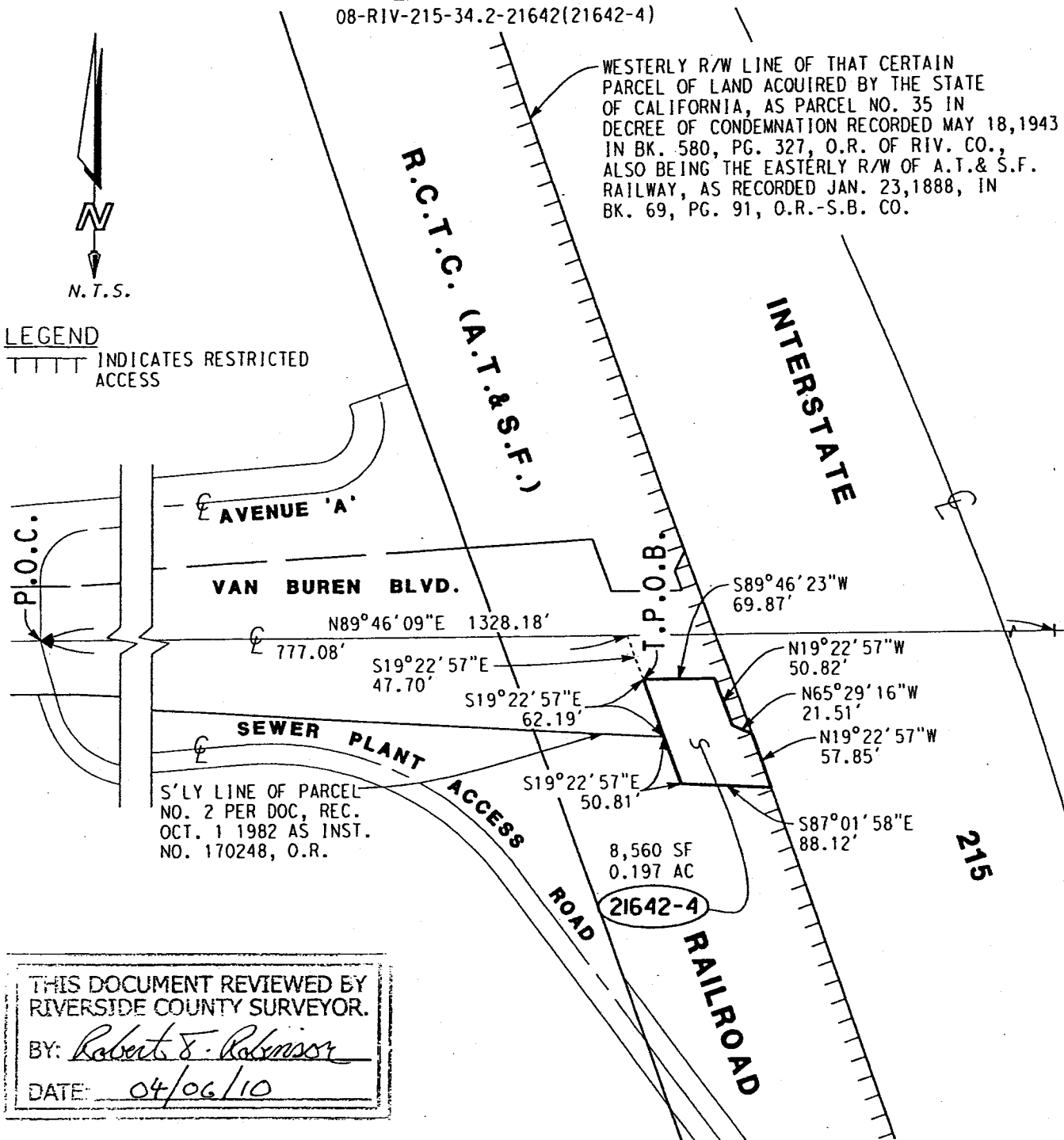
EXHIBIT "B"

08-RIV-215-34.2-21642(21642-4)



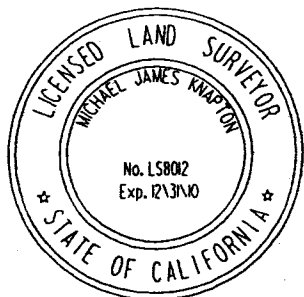
LEGEND

|||| INDICATES RESTRICTED ACCESS



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert S. Robinson*
DATE: *04/06/10*

SEC. 26, T3S, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.:	21642-4
PROJECT: VAN BUREN BLVD. & I-215	PREPARED BY:	KHA
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE:	N.T.S.
	DATE:	11/16/2009
	W. O. NO.:	08-06-001

APPROVED BY: *[Signature]* DATE: 2/05/10

SHEET 1 OF 1 SHEET

1 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF
2 CALIFORNIA (Herein referred to as "County"), and

3
4 RIVERSIDE COUNTY TRANSPORTATION COMMISSION, A COUNTY
5 TRANSPORTATION COMMISSION (Herein referred to as "Grantor")

6
7 PROJECT: I-215/Van Buren Boulevard Interchange Project

8 PARCEL(S): 21642-2 & 21642-5

9 APN: 294-070-002 & 294-140-004 (PORTION)

10
11 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

12
13 1. The right is hereby granted County to enter upon and use the land of
14 Grantor in the County of Riverside, State of California, described as portion of
15 Assessor's Parcel Numbers 294-070-002 & 294-140-004, highlighted on the map
16 attached hereto, and made a part hereof, for all purposes necessary to facilitate and
17 accomplish the construction of I-215/Van Buren Boulevard Interchange Project,
18 provided that such use shall be in accordance with the terms of this agreement and
19 shall be subject to the terms and conditions set forth in that certain Construction and
20 Maintenance Agreement (Interstate 215-Van Buren Overhead Bridge) entered into by
21 and between Grantor and County dated _____, the terms of which are
22 incorporated herein by reference (the "C&M Agreement").

23 2. The temporary construction easement, used during construction of the
24 project consists of approximately 1.995 acres or 86,881 square feet as designated on
25 the attached map (TCA Property), referenced as Exhibit "A".

26 3. A thirty (30) day written notice shall be given to Grantor prior to using the
27 rights herein granted. The rights herein granted may be exercised for twenty-four (24)
28

1 months from the thirty (30) day written notice, or until completion of said project,
2 whichever occurs later.

3 4. It is understood that the County may enter upon Grantor's property where
4 appropriate or designated for the purpose of getting equipment to and from the
5 easement area. County agrees not to damage Grantor's property in the process of
6 performing such activities.

7 5. The right to enter upon and use Grantor's land includes the right to
8 remove and dispose of those items of personal property located thereon the TCA
9 Property and shown as "remove" on the plans and specifications for the Project
10 approved by Grantor. Removal of any other items of personal property shall require
11 the Grantor's prior written approval.

12 6. At the termination of the period of use of Grantor's land by County, but
13 before its relinquishment to Grantor, debris generated by County's use will be removed
14 and the surface will be graded and left in a neat condition.

15 7. Grantor shall be held harmless from all claims of third persons arising
16 from the use by County of Grantor's land.

17 8. Grantor hereby warrants that they are the owners of the property
18 described above and that they have the right to grant County permission to enter upon
19 and use the land.

20 9. This agreement is the result of negotiations between the parties hereto.
21 This agreement is intended by the parties as a final expression of their understanding
22 with respect to the matters herein and is a complete and exclusive statement of the
23 terms and conditions thereof.

24 10. This agreement shall not be changed, modified, or amended except upon
25 the written consent of the parties hereto.

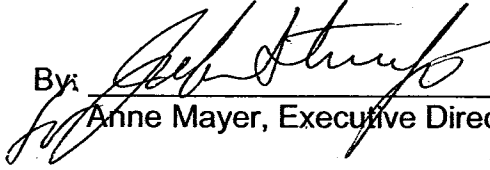
26 11. This agreement supersedes any and all other prior agreements or
27 understandings, oral or written, in connection therewith, excluding the C&M Agreement.
28

1 12. Grantor, their assigns and successors in interest, shall be bound by all
2 the terms and conditions contained in this agreement, and all the parties thereto shall
3 be jointly and severally liable thereunder.

4 13. County shall pay to the order of Grantor the sum of One Hundred Fifteen
5 Thousand Eight Hundred Dollars (\$115,800) for the right to enter upon and use
6 Grantor's land in accordance with the terms hereof.

7
8 Dated: May 31, 2011

GRANTOR:
Riverside County Transportation
Commission, a county transportation
commission

9
10
11 By: 
12 Anne Mayer, Executive Director
13 By: _____


COUNTY OF RIVERSIDE, a political
subdivision of the State of California

14
15
16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk to the Board

19 By: _____
20 Bob Buster, Chairman
21 Board of Supervisors

22
23 By: _____
24 Deputy

25 **APPROVED AS TO FORM:**
26 PAMELA J. WALLS, County Counsel

27 By: 
28 Synthia M. Gunzel
Deputy County Counsel

SV:ad/031411/274TR/13.960 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.960.doc

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 23 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 863.36 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 215 AS ACQUIRED BY THE STATE OF CALIFORNIA AS PARCEL NO. 35 IN DECREE OF CONDEMNATION RECORDED MAY 18, 1943 IN BOOK 580, PAGE 327, OFFICIAL RECORDS, BEING ALSO THE EASTERLY LINE AS DESCRIBED IN SAID DEED;

THENCE LEAVING SAID CENTERLINE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE NORTH 19°22'57" WEST, 89.90 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL NO. 1 THE FOLLOWING FOUR COURSES:
SOUTH 25°05'36" WEST, 22.12 FEET;

08-RIV-215-34.2-21642(21642-2)

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE SOUTH 19°22'57" EAST, 21.16 FEET;

THENCE SOUTH 89°46'23" WEST, 69.87 FEET;

THENCE NORTH 19°22'57" EAST, 56.29 FEET;

THENCE LEAVING SAID NORTHERLY LINE NORTH 19°22'57" WEST, 37.04 FEET;

THENCE SOUTH 88°43'57" WEST, 124.68 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE ALONG SAID WESTERLY LINE NORTH 19°22'57" WEST, 47.25 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 72°02'32" EAST, 190.06 FEET;

THENCE NORTH 19°22'57" WEST, 4939.22 FEET TO A POINT OF CUSP AND THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 215 AS ACQUIRED BY THE STATE OF CALIFORNIA AS PARCEL NO. 19870-1 IN GRANT DEED RECORDED OCTOBER 28, 2004 AS DOCUMENT NO. 2004-0852536, OFFICIAL RECORDS OF SAID COUNTY, AND THE BEGINNING OF A NON-TANGENT 1960.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 64°01'57" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 118.07 FEET THROUGH A CENTRAL ANGLE OF 03°27'05" TO THE SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE SOUTH 19°22'57" EAST, 4982.20 FEET TO THE INTERSECTION OF THE SAID EASTERLY LINE WITH THE NORTHERLY LINE OF ABOVE MENTIONED PARCEL NO. 1 AND THE TRUE POINT OF BEGINNING.

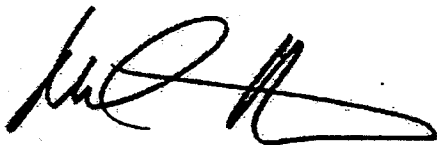
EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

CONTAINING 71,553 SQUARE FEET OR 1.643 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN GROUND DISTANCE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



2/5/2010

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012 EXPIRES 12/31/10

REV: 02/04/2010

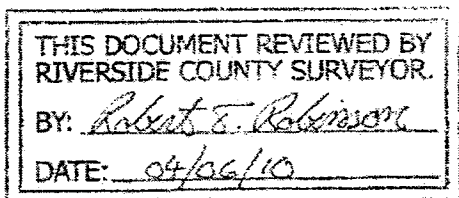


EXHIBIT "B"

08-RIV-215-34.2-21642(21642-2)

NO.	BEARING	LENGTH
①	S25°05'36"W	22.12'
②	S19°22'57"E	21.16'



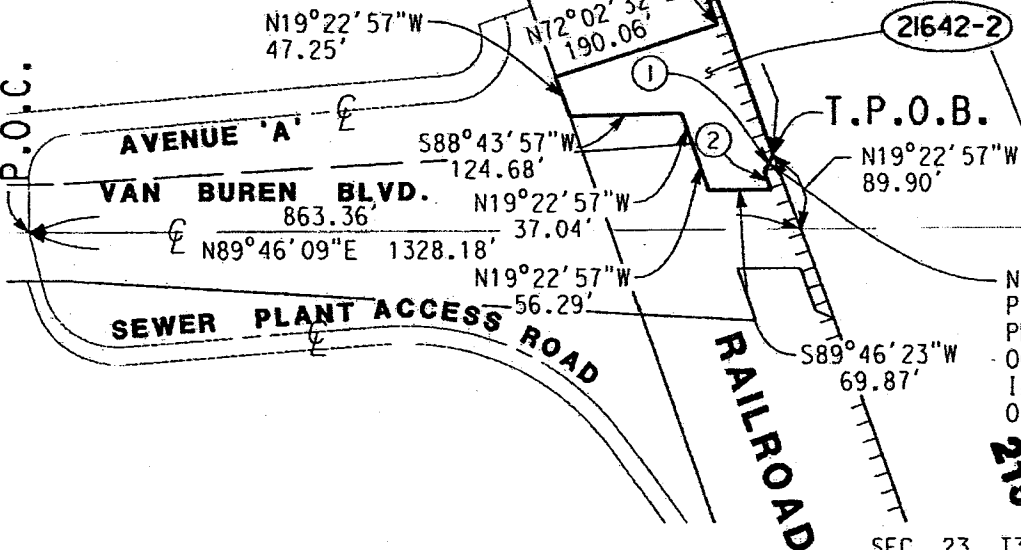
R/W OF A.T.&S.F. RAILWAY, AS RECORDED JAN. 23, 1888, IN BK. 69, PG. 91, O.R.-S.B. CO.

WESTERLY R/W LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA, AS PARCEL NO. 35 IN DECREE OF CONDEMNATION RECORDED MAY 18, 1943 IN BK. 580, PG. 327, O.R. OF RIV. CO., ALSO BEING THE EASTERLY R/W OF A.T.& S.F. RAILWAY, AS RECORDED JAN. 23, 1888, IN BK. 69, PG. 91, O.R.-S.B. CO.

LEGEND

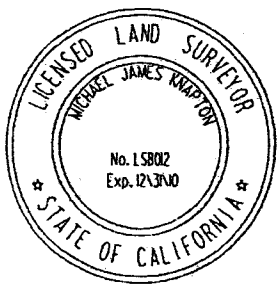
TTTTTT INDICATES RESTRICTED ACCESS

P.O.C.



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *Robert S. Robinson*
 DATE: 01/26/10

SEC. 23, T3S, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.	PAR. NO.:	21642-2
PROJECT: VAN BUREN BLVD. & I-215	PREPARED BY:	KHA
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE:	N.T.S.
	DATE:	11/16/2009
	W. O. NO.:	08-06-001

APPROVED BY: *[Signature]* DATE: 2/05/10

SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 26 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 651.64 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE LEAVING SAID CENTERLINE ALONG SAID WESTERLY LINE SOUTH 19°22'57" EAST, 165.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 19°22'57" EAST, 116.91 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 69°57'35" EAST, 200.01 FEET TO THE EASTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 215 AS ACQUIRED BY THE STATE OF CALIFORNIA AS PARCEL NO. 35 IN DECREE OF CONDEMNATION RECORDED MAY 18, 1943 IN BOOK 580, PAGE 327, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE NORTH 19°22'57" WEST, 44.39 FEET;

08-RIV-215-34.2-21642(21642-5)

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE LEAVING SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE NORTH 87°01'58" WEST,
88.12 FEET;

THENCE SOUTH 66°40'02" WEST, 57.66 FEET;

THENCE NORTH 75°40'00" WEST, 73.30 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN
SAID DEED, AND THE TRUE POINT OF BEGINNING.

CONTAINING 15,328 SQUARE FEET OR 0.352 ACRE, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN
GROUND DISTANCE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



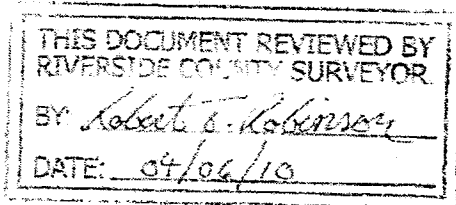
2/5/2010

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012 EXPIRES 12/31/10

REV: 02/04/2010



08-RIV-215-34.2-21642(21642-5)

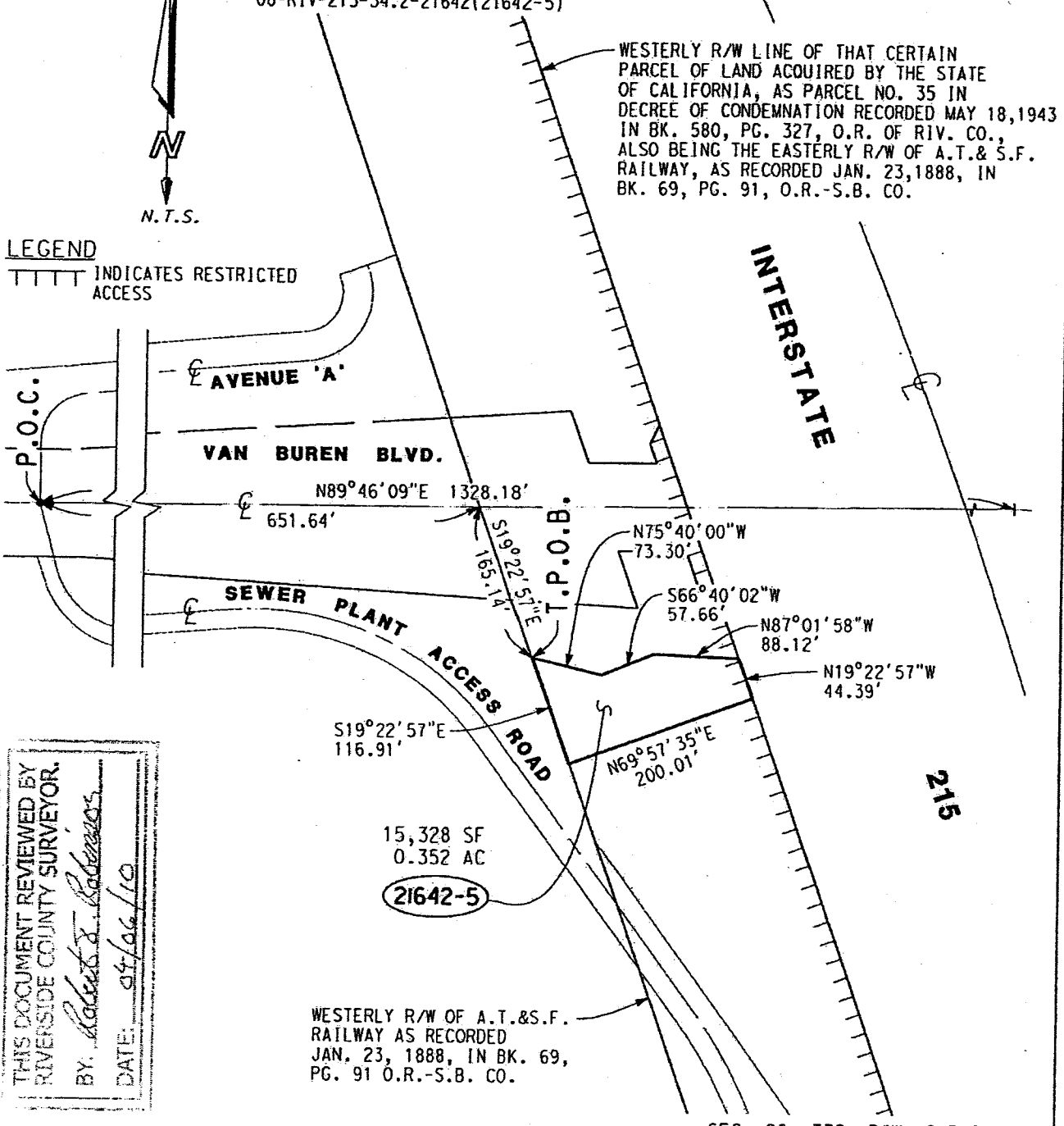
EXHIBIT "B"

08-RIV-215-34.2-21642(21642-5)

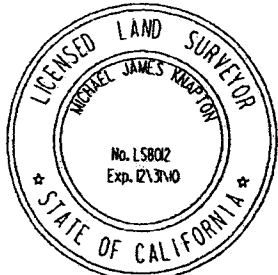


LEGEND

|||| INDICATES RESTRICTED ACCESS



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert J. Robinson*
DATE: *07/06/10*



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.:	21642-5
PROJECT: VAN BUREN BLVD. & I-215	PREPARED BY:	KHA
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE:	N.T.S.
	DATE:	11/16/2009
	W. O. NO.:	08-06-001
APPROVED BY: <i>[Signature]</i>	DATE:	2/05/10
SHEET 1 OF 1 SHEET		

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

13.956/032811/274TR/SVra

(Space above this line reserved for Recorder's use)

PROJECT: I-215/Van Buren Blvd Interchange
PARCEL: 21642-1 and 21642-3
APN: 294-070-002 and 294-140-004
(portion)

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, A COUNTY TRANSPORTATION COMMISSION (RCTC)

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision, (COUNTY) a permanent, non-exclusive easement for public road and utility purposes, including drainage purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

See Exhibits "A" and "B" attached hereto
and made a part hereof

This conveyance is made for the purpose of a roadway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights of access, appurtenant to Grantor's remaining property, in and to said Van Buren Boulevard, herein above described.

PROJECT: I-215/Van Buren Blvd Interchange
PARCEL: 21642-1 and 21642-3
APN: 294-070-002 and 294-140-004 (portion)

The easement and all rights granted hereunder shall be exercised pursuant to and in accordance with the terms and conditions set forth in that certain Construction and Maintenance Agreement (Interstate 215-Van Buren Overhead Bridge) entered into by and between RCTC and COUNTY dated _____, the terms of which are incorporated herein by reference.

RCTC hereby reserves for itself, and its successors and assigns, all rights to utilize the above referenced property provided that such use shall not unreasonably interfere with COUNTY's use hereunder. Such rights shall include the right to grant to others the rights retained by RCTC hereunder,

Dated: May 31, 2011

GRANTOR:

Riverside County Transportation
Commission, a county transportation
commission

By: *[Signature]*

Its: *Deputy Executive Director*

NOTARY ACKNOWLEDGMENT

State of California)
County of Riverside) ss

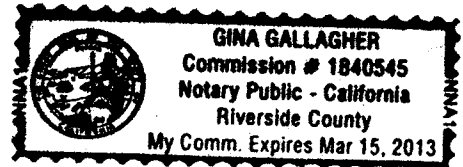
On May 31, 2011, before me, Gina Gallagher a Notary Public in and for said County and State, personally appeared John Standiford who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina Gallagher*

[SEAL]



CERTIFICATE of ACCEPTANCE
County of Riverside

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (RCTC), to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility uses, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Juan C. Perez
Director of Transportation

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel SA-11 DATE _____
SYNTHIA M. GUNZEL

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 23 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 651.66 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE LEAVING SAID CENTERLINE ALONG SAID WESTERLY LINE NORTH 19°22'57" WEST, 96.00 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 1 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL NO. 1 NORTH 86°18'35" EAST, 123.09 FEET;

THENCE LEAVING SAID NORTHERLY LINE NORTH 19°22'57" WEST, 37.04 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE SOUTH 88°43'57" WEST, 124.68 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE ALONG SAID WESTERLY LINE SOUTH 19°22'57" EAST, 42.52 FEET TO THE NORTHERLY LINE OF SAID PARCEL NO. 1 AND THE TRUE POINT OF BEGINNING.

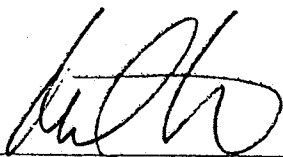
CONTAINING 4,714 SQUARE FEET OR 0.108 ACRE, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A ROADWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID VAN BUREN BOULEVARD, HEREIN ABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN GROUND DISTANCE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



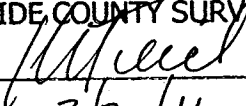
2/21/2011

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012

REV: 7/30/10

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 3/22/11



08-RIV-215-34.2-21642(21642-1)

EXHIBIT "B"

08-RIV-215-34.2-21642(21642-1)

LEGEND

|||| INDICATES RESTRICTED ACCESS

WESTERLY R/W OF A.T.&S.F. RAILWAY, AS RECORDED JAN. 23, 1888, IN BK. 69, PG. 91, O.R.-S.B. CO.

R.C.T.C. (A.T.&S.F.)

INTERSTATE



4,714 SF
0.108 AC

21642-1

S88°43'57"W
124.68'

N19°22'57"W
37.04'

AVENUE 'A'

S19°22'57"E
42.52'

N'LY LINE OF PARCEL NO. 1 PER DOC. REC. OCT. 1, 1982 AS INST. NO. 170248, O.R.

T.P.O.B.

N86°18'35"E
123.09'

N19°22'57"W
96.00'

651.66'

N89°46'09"E 1328.18'

VAN BUREN BLVD.

215

SEWER

PLANT

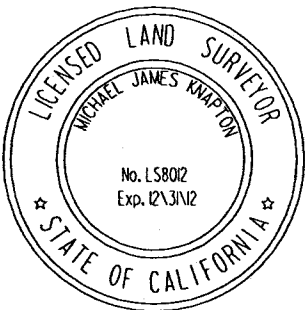
ACCESS

ROAD

RAILROAD

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: 3/22/11

SEC. 23, T3S, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21642-1

PROJECT: VAN BUREN BLVD. & I-215

PREPARED BY: KHA

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL EXTERNAL CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SCALE: N.T.S.

DATE: 01/07/2011

W. O. NO.: 08-06-001

APPROVED BY: *[Signature]* DATE: 2/21/11

SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 26 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 651.64 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE LEAVING SAID CENTERLINE ALONG SAID WESTERLY LINE SOUTH 19°22'57" EAST, 101.33 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2 SOUTH 86°37'13" EAST, 128.51 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 19°22'57" EAST, 50.81 FEET;

THENCE SOUTH 66°40'02" WEST, 57.66 FEET;

08-RIV-215-34.2-21642(21642-3)

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 75°40'00" WEST, 73.30 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED;

THENCE ALONG SAID WESTERLY LINE NORTH 19°22'57" WEST, 63.82 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL NO. 2 AND THE TRUE POINT OF BEGINNING.

CONTAINING 8,083 SQUARE FEET OR 0.186 ACRE, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A ROADWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID VAN BUREN BOULEVARD, HEREIN ABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN GROUND DISTANCE.

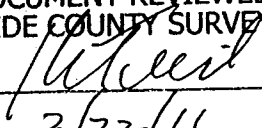
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



MICHAEL JAMES KNAPTON 2/21/2011
DATE

P.L.S.8012
REV: 7/30/10

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR. BY: <u></u> DATE: <u>3/22/11</u>



08-RIV-215-34.2-21642(21642-3)

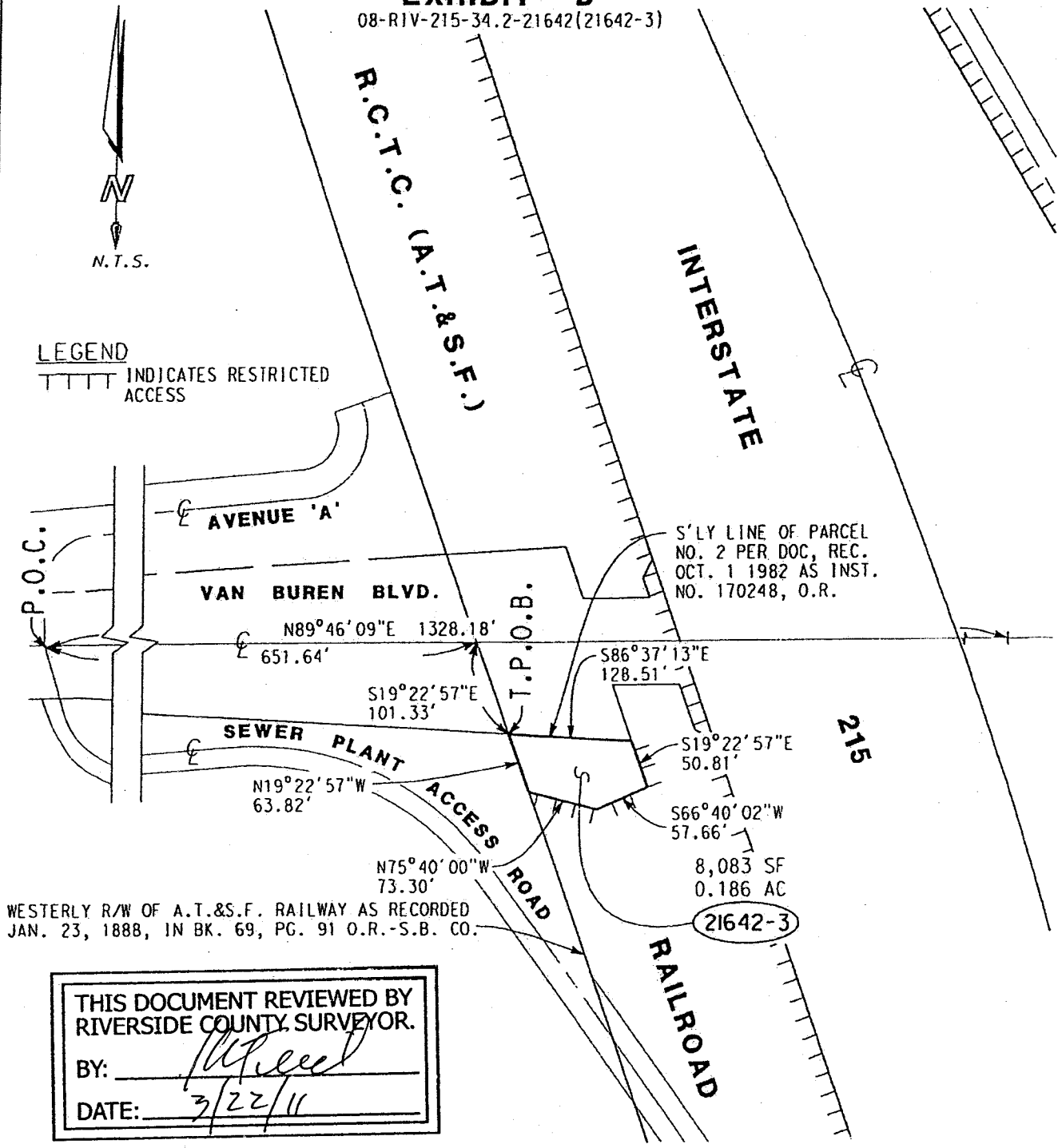
EXHIBIT "B"

08-RIV-215-34.2-21642(21642-3)



LEGEND

TTTT INDICATES RESTRICTED ACCESS



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*
DATE: 3/22/11

SEC. 26, T33, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21642-3
PROJECT: VAN BUREN BLVD. & I-215	PREPARED BY: KHA
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: 01/07/2011
APPROVED BY: <i>[Signature]</i>	W. O. NO.: 08-06-001
DATE: 2/21/11	SHEET 1 OF 1 SHEET

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

13.955/041811/294TR/SVra

(Space above this line reserved for Recorder's use)

PROJECT: I-215/Van Buren Blvd Interchange
PARCEL: 21642-4
APN: 294-070-002 and 294-140-004
(portion)

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, A COUNTY TRANSPORTATION COMMISSION (RCTC)

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision, (COUNTY) a permanent, non-exclusive aerial easement and right of way to construct, replace, inspect, maintain, repair, operate or remove an overhead freeway bridge and highway, supporting columns and footings, including any and all appurtenances thereto, over, under, upon and across the following described real property, together with all abutter's rights of access to and from owner's remaining property to the freeway viaduct: upon, over and across that certain real property in the County of Riverside, State of California, described as follows:

See Exhibits "A" and "B" attached hereto
and made a part hereof

The easement and all rights granted hereunder shall be exercised pursuant to and in accordance with the terms and conditions set forth in that certain Construction and Maintenance Agreement (Interstate 215-Van Buren Overhead Bridge) entered into by and between RCTC and COUNTY dated _____, the terms of which are incorporated herein by reference.

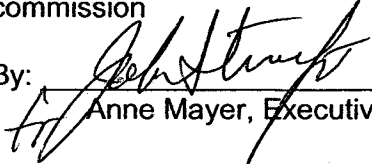
RCTC hereby reserves for itself, and its successors and assigns, all rights to utilize the above referenced property provided that such use shall not unreasonably interfere with COUNTY's use hereunder. Such rights shall include the right to grant to others the rights retained by RCTC hereunder.

PROJECT: I-215/Van Buren Blvd Interchange
PARCEL: 21642-4
APN: 294-070-002 and 294-140-004 (portion)

Dated: May 31, 2011

GRANTOR:

Riverside County Transportation
Commission, a county transportation
commission

By: 
Anne Mayer, Executive Director

NOTARY ACKNOWLEDGMENT

State of California)
County of Riverside) ss
)

On May 31, 2011, before me, Gina Gallagher a Notary Public in and for said County and State, personally appeared John Standiford who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina Gallagher*

[SEAL]



CERTIFICATE of ACCEPTANCE
County of Riverside

THIS IS TO CERTIFY that the interest in real property granted by the aerial easement deed dated _____, from RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a county transportation commission (RCTC), to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility uses, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Juan C. Perez
Director of Transportation

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 5-24-11
SYNTHIA M. GUNZEL DATE

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA, LOCATED IN SECTION 26 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VAN BUREN BOULEVARD WITH AVENUE 'A' AND SEWER PLANT ACCESS ROAD, MARKED BY A 2-1/4" BRASS DISC STAMPED "CL S.P.A.R. = CL AVE. 'A' = CL V.BRN. BLVD.", SAID MONUMENT BEARS SOUTH 89°46'09" WEST 1328.18 FEET FROM A FOUND 2-1/4" BRASS DISC STAMPED "CL VAN BUREN 424+03.34 B.C.", ALL AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049;

THENCE ALONG THE CENTERLINE OF VAN BUREN BOULEVARD NORTH 89°46'09" EAST, 777.08 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 19°22'57" EAST, 47.70 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 2 PER DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 170248, OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE SAID SOUTHERLY LINE SOUTH 19°22'57" EAST, 62.19 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 19°22'57" EAST, 50.81 FEET;

THENCE SOUTH 87°01'58" EAST, 88.12 FEET TO THE EASTERLY LINE OF THE LAND AS DESCRIBED IN SAID DEED, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 215 AS ACQUIRED BY THE STATE

08-RIV-215-34.2-21642(21642-4)

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

OF CALIFORNIA AS PARCEL NO. 35 IN DECREE OF CONDEMNATION RECORDED MAY 18, 1943 IN BOOK 580, PAGE 327, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE NORTH 19°22'57" WEST, 57.85 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ABOVE MENTIONED PARCEL NO. 2;

THENCE LEAVING SAID EASTERLY LINE AND WESTERLY RIGHT-OF-WAY LINE ALONG SAID SOUTHERLY LINE THE FOLLOWING 3 COURSES;

NORTH 65°29'16" WEST, 21.51 FEET;

THENCE NORTH 19°22'57" WEST, 50.82 FEET;

THENCE SOUTH 89°46'23" WEST, 69.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 8,560 SQUARE FEET OR 0.197 ACRE, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, MULTIPLY DISTANCES SHOWN BY 1.0000843 TO OBTAIN GROUND DISTANCE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

THIS REAL PROPERTY HAS BEEN DESCRIBED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



2/5/2010

MICHAEL JAMES KNAPTON

DATE

P.L.S.8012 EXPIRES 12/31/10

REV: 02/04/2010



08-RIV-215-34.2-21642(21642-4)

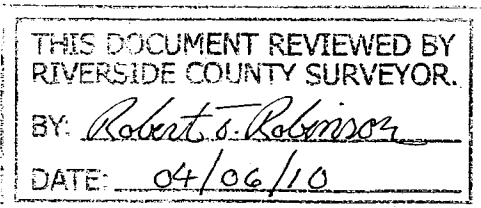


EXHIBIT "B"

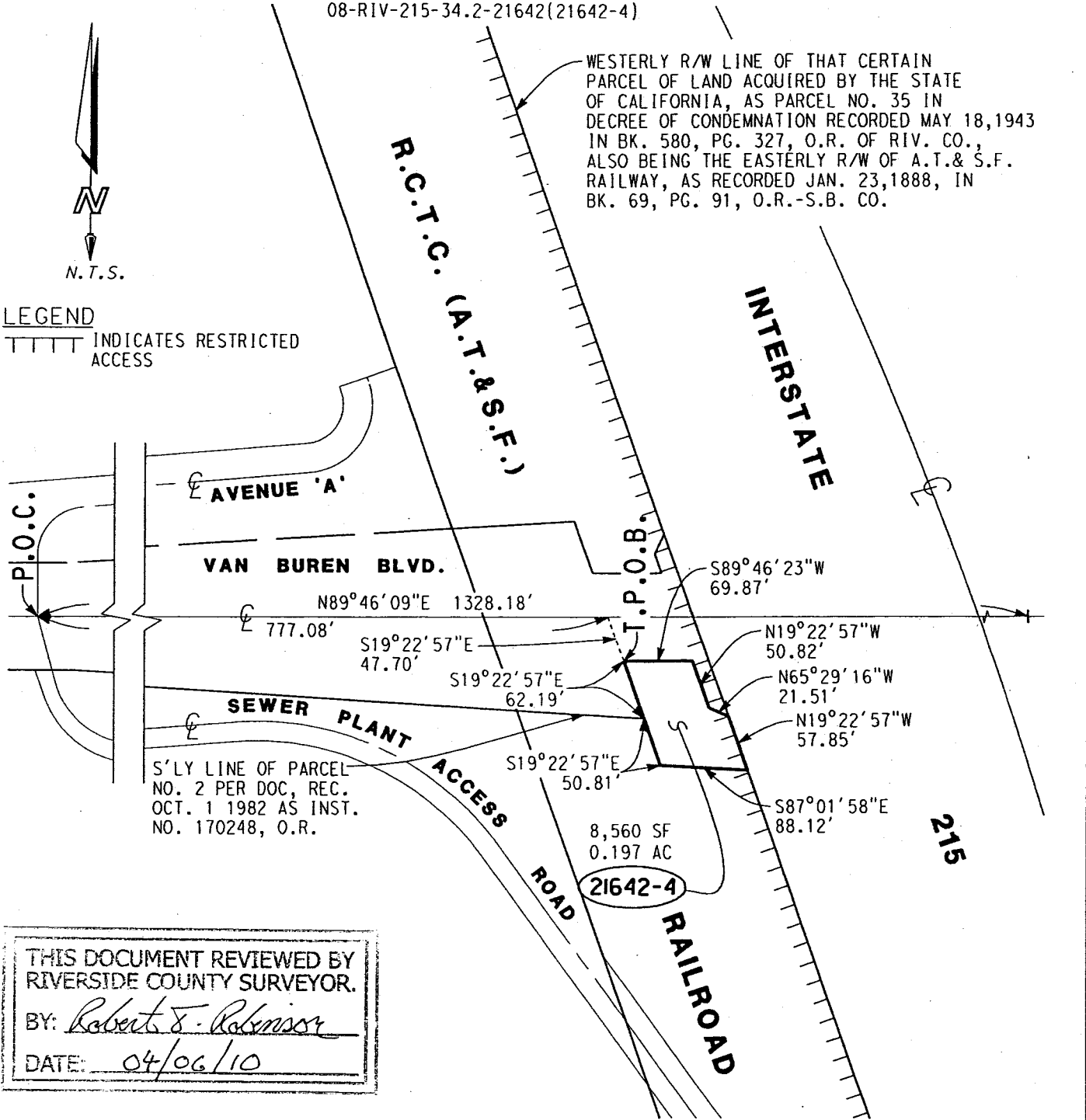
08-RIV-215-34.2-21642(21642-4)



LEGEND

TTTT INDICATES RESTRICTED ACCESS

WESTERLY R/W LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA, AS PARCEL NO. 35 IN DECREE OF CONDEMNATION RECORDED MAY 18, 1943 IN BK. 580, PG. 327, O.R. OF RIV. CO., ALSO BEING THE EASTERLY R/W OF A.T. & S.F. RAILWAY, AS RECORDED JAN. 23, 1888, IN BK. 69, PG. 91, O.R.-S.B. CO.



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
 BY: *Robert S. Robinson*
 DATE: *04/06/10*

SEC. 26, T3S, R4W, S.B.B. & M.



ALL DISTANCES ARE IN FEET. ALL DISTANCES SHOWN ARE GRID DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.0000843.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.	PAR. NO.: 21642-4
PROJECT: VAN BUREN BLVD. & I-215	PREPARED BY: KHA
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: 11/16/2009
	W. O. NO.: 08-06-001

APPROVED BY: *[Signature]* DATE: 2/05/10

SHEET 1 OF 1 SHEET