

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

116A 

**FROM:** Economic Development Agency/ Facilities Management and Transportation Department

**SUBMITTAL DATE:**  
March 28, 2013

**SUBJECT:** Temporary Right of Entry Agreement for the Magnolia Avenue Grade Separation Project

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

1. Approve the attached Temporary Right of Entry Agreement for Parcel 0784-016A, within a portion of Assessor's Parcel Number 172-390-050;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)



Juan C. Perez, Director  
Transportation and Land Management



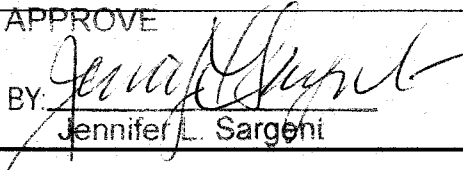
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 20,650	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

<b>SOURCE OF FUNDS:</b> TUMF (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

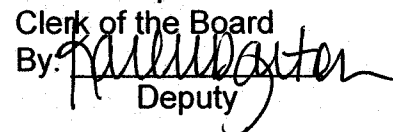
BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 9, 2013  
**xc:** EDA, Transp., Auditor



Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 2/2

Agenda Number: **3-18**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 Concurrence:   
 DATE: 8/14/13  
 FORM APPROVED COUNTY COUNSEL

Dept's Recomm.:  Consent  
 Policy   
 Per Exec. Ofc.:  Consent  
 Policy

**RECOMMENDED MOTION: (Continued)**

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$3,750 for a temporary access of Parcel 0784-016A, within a portion of Assessor's Parcel Number 172-390-050 and \$16,900 to pay all related transaction costs.

**BACKGROUND:**

The Riverside County Transportation Department (RCTD) proposes to replace the existing Magnolia Avenue/Burlington Northern Santa Fe (BNSF) at-grade railroad crossing in the community of Home Gardens in order to improve safety and traffic operations by eliminating the conflicts of trains passing through the flow of vehicular traffic (Project).

The Project would construct a new four-lane overhead bridge over the existing BNSF tracks, above the entire BNSF right-of-way. The total length of the improvements would extend from approximately 500 feet west of Lincoln Street to approximately 550 feet east of Buchanan Street. The new bridge would be striped for four lanes of traffic on Magnolia Avenue. The length and clearance of the proposed bridge structure would accommodate the existing skewed railroad crossing, as well as the two existing railroad tracks and two additional future tracks (planned separately from this Project), and would also provide space for frontage roads (proposed as part of the project).

The California Environmental Quality Act (CEQA) environmental determination (Statutory Exemption) Public Resources Code 21080.13 was approved on May 11, 2011, by the Riverside County Transportation Department.

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion) Section 6004: 23 CRF 771.117(d)(3) was approved on May 11, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the temporary rights of a portion of Assessor's Parcel Number 172-390-050 with the City of Riverside for the price of \$3,750. There are costs of \$16,900 associated with this transaction.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

**FINANCIAL DATA: (Commences on Page 3)**

**FINANCIAL DATA:**

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number 172-390-050:

Temporary Right of Entry Agreement:	\$ 3,750
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 6,500
EDA/FM Real Property Staff Time:	\$10,000
Total Estimated Acquisition Costs:	\$20,650

EDA/FM has already covered the costs for due diligence (appraisal and preliminary title report) and has been or will be reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department. All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachment:  
Temporary Right of Entry Agreement

**PROJECT:** MAGNOLIA AVENUE GRADE SEPARATION PROJECT

**SITE LOCATION:** BUCHANNAN WELL SITE PROPERTY  
NORTHWEST CORNER OF BUCHANNAN AVENUE AND MAGNOLIA AVENUE  
BEARING ASSESSOR PARCEL NUMBER 172-390-050 (PORTION)  
COUNTY PARCEL REFERENCE: 0784-016A

## **RIGHT OF ENTRY AGREEMENT**

This Temporary Right of Entry Agreement ("Agreement") is made and entered into this 22nd day of February, 2013 by and between the **City of Riverside**, a California charter city and municipal corporation ("City") and the County of Riverside, a political subdivision of the State of California ("County"). City is the legal owner of the property located on the northwest corner of Buchanan Avenue and Magnolia Avenue, commonly referred to as the Buchanan Well Site. Said property is further described as a portion of Assessor's Parcel Number 172-390-050, highlight on Attachment "1," attached hereto ("Property") and made a part hereof, for all purposes necessary to facility and accomplish the construction of the Magnolia Grade Separation Project ("Project"). The temporary construction easement, used during construction of the Project, referenced as Parcel No. 0784-016A consisting of approximately .067 acres or 2,920 square feet as designated on Attachment "2," attached hereto, and made a part hereof ("TCE Area").

1. **Scope.** City, owner of the Property hereby grants permission to County, its employees, agents and subcontractors to enter upon a portion of the Property. County's use of the Property is solely as a means of ingress/egress for all purposes necessary to facilitate and accomplish the construction of the Magnolia Avenue Grade Separation Project (the "Project"), and for no other purpose.

2. **Term.** This Agreement shall commence as of the date set forth above, (the "Effective Date"), and shall terminate Thirty-Six (36) months from the Effective Date, unless earlier terminated as set forth in this Agreement.

3. **Consideration:** County shall pay City the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) for the right to enter upon and use the TCE Area in accordance with the terms hereof.

4. **Condition of Premises.** During the term of this Agreement, County is to avoid damaging or contaminating the Property, including any existing trees, landscaping or plants, and shall take all reasonable steps to maintain the Property in an orderly and appealing manner. County is to take extra precaution in protecting the two existing wells on the Property so as not to damage the Property or the wells. At the completion of the work, County will restore the Property to a condition equal to or better than its condition at the commencement of the term of this Agreement. Any fencing and/or gate removal necessary to accommodate County's Project must be replaced and returned to its original condition or better at completion of the Project.

5. **Notice:** County's team shall provide the City with a thirty (30) day written notice prior to using the rights herein granted to the following address:

City of Riverside Public Utilities Department  
3901 Orange Street, Riverside, CA 92501  
Attn: Matthew Bates, Interim Principal Water Engineer  
(951) 826-5116 or E-mail: [mbates@riversideca.gov](mailto:mbates@riversideca.gov)

6. **Termination.** This Agreement may be terminated by the County upon twenty-four hour notice to the City or immediately by the City if it is determined that County's actions are unsafe or a liability to the City.

7. **Access to the Property.** County shall make every reasonable effort to keep access to the Property open at all times and shall not interfere with City or Lessee's activities in any way. County's use of the Property shall not interfere in any manner with the City's operations. City shall at all times have reasonable access to the Property.

The rights herein granted are not exclusive rights and in way limit the City's use of the Property.

8. **Indemnification.** Except as to sole negligence or willful misconduct of the City, County agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by County or any of County's employees, agents or subcontractors. County shall also be responsible for any attorneys' fees the City incurs in the event the City has to file any action in connection with this right of entry.

The parties expressly agree that any payment, attorney's fee, costs or expenses the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purpose of this Section, and that this Section shall survive the expiration or early termination of this Agreement.

9. **Workers' Compensation Insurance.** By executing this Agreement, County certifies that it is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. County shall carry the insurance or provide for self-insurance required by California law to protect County from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, County shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that they are self-insured for such coverage, or (2) a certified statement that they have no employees, and acknowledging that if they do employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

10. **General Commercial Liability and Automobile Insurance.** Prior to City's execution of this Agreement, County shall obtain, and shall thereafter maintain

during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure County against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of County. The City, and its officers, employees and agents, shall be named as additional insureds under the County's insurance policies.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

Contractor's commercial general liability insurance policies shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent County's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, unless otherwise approved or reduced by the City's Risk Manager ("Risk Manager"), or his designee.

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence unless otherwise approved or reduced by the Risk Manager, or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on County's indemnification obligations under Section 7 hereof.

Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by County pursuant to this Agreement are adequate to protect County. If County believes that any required insurance coverage is inadequate, they will obtain such additional insurance coverage, as it deem adequate, at its sole expense.

Alternatively, County may provide proof that it maintains a program of self-insurance at limits commensurate with those limits set forth herein.

11. **Hazardous Substances Indemnity.** County expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants, employees, attorneys and contractors harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Property by County, or its respective officers, directors, agents, servants, employees or contractors, or by any other third party acting under the control or request of County, but not including the City and its respective officers, agents, servants, employees or contractors. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Agreement.

12. **Hazardous Substances Defined.** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or



becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Clean Water Act, 33 U.S.C. § 1251, et seq.; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H. & S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, et seq.; Underground Storage of Hazardous Substances H. & S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 et seq.); The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, et seq.; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 et seq.; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

13. **Venue**. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. **Nondiscrimination**. During County's performance of this Agreement, it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the

medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, County agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. **Notices**. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows.

**CITY**

Riverside Public Utilities  
3901 Orange Street  
Riverside, CA 92501  
Attn: Matthew Bates  
Interim Principal Water Engineer  
(951) 826-5116  
Email: [mbates@riversideca.gov](mailto:mbates@riversideca.gov)

**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY**

Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
Phone: 951-955-4820

16. **Assignment**. It is mutually understood and agreed that this Agreement is personal to County and shall be binding upon County and its successors and may not be assigned or transferred in any way. Any transfer shall be void and of no effect.

17. **Authority**. The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

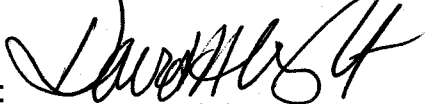
18. **Severability**. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any

other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

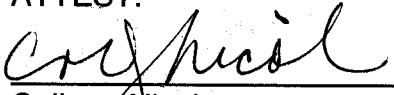
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first written above.

**CITY:**

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:   
David H. Wright  
Public Utilities General Manager

**ATTEST:**

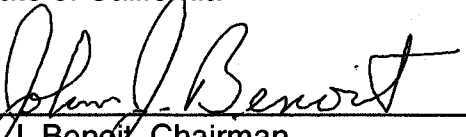
  
Colleen Nicol  
City Clerk

Approved as to Form:


  
Deputy City Attorney

**COUNTY:**

County of Riverside, a political subdivision of the State of California

By:   
John J. Benoit, Chairman  
Board of Supervisors

**ATTEST:**

  
Kecia Harper-Ihem  
Clerk of the Board

Approved as to Form:

  
Deputy County Counsel  
Patricia Munroe

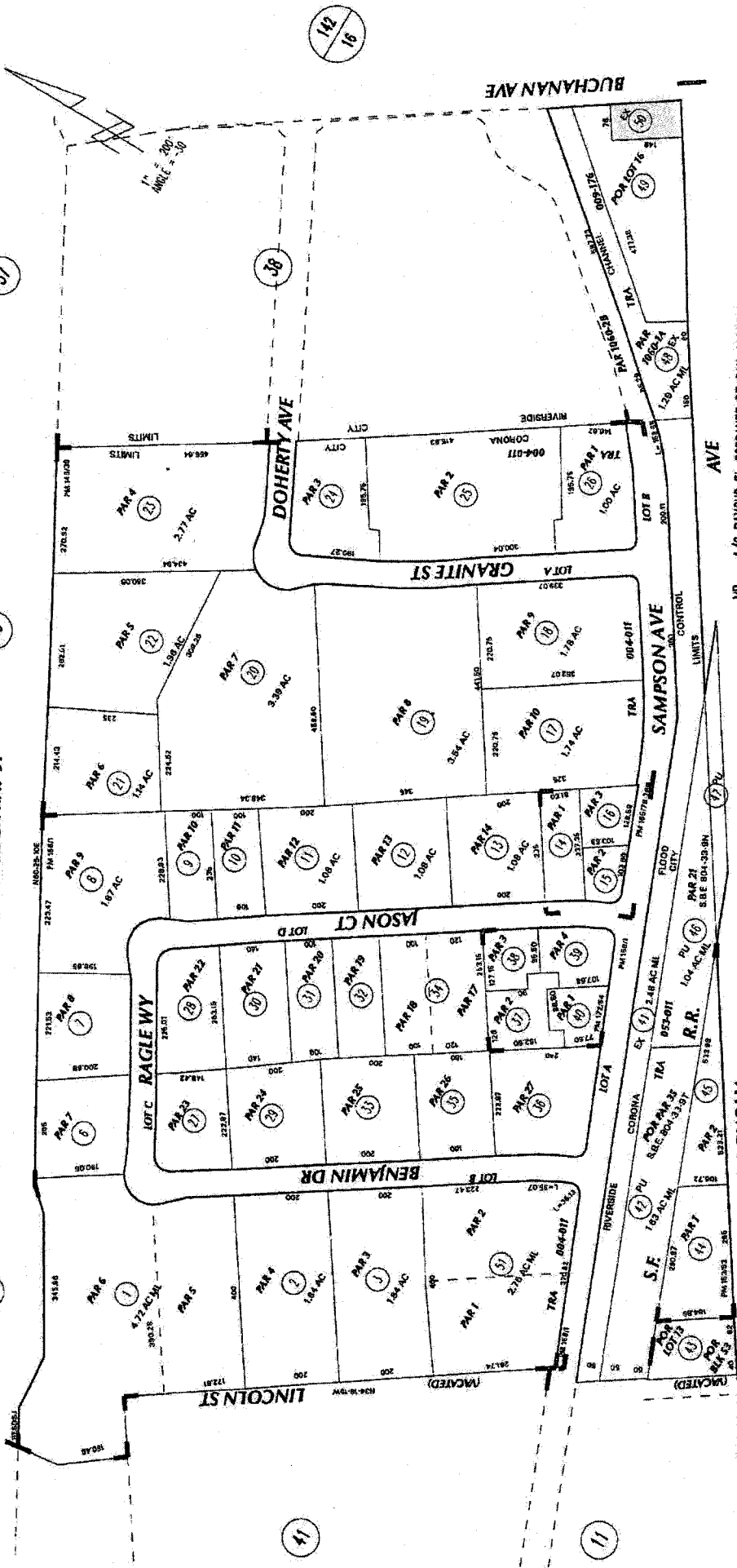
172-39  
139-25

I.R.A. 704-077  
009-176  
053-707

SEC. 21 28 29 T. 3S. R. 6W  
CITY OF RIVERSIDE - CORONA

STATE HIGHWAY 91

AUG 17 2006  
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



MB 1/8 RANCHO EL SOBRANTE DE SAN JACINTO  
 MB 1/44 RESUB. RIVERSIDE LAND & IRRIGATING COMPANY  
 PN 133/22-24 PARCEL MAP NO. 20451  
 PN 149/39-42 PARCEL MAP NO. 22751  
 PN 153/53-55 PARCEL MAP NO. 23359  
 PN 159/1-5 PARCEL MAP NO. 20689  
 PN 185/78-79 PARCEL MAP NO. 24692  
 PN 172/54-56 PARCEL MAP NO. 25374

DATA: HW 6/9 WMS 8/15/73, 9/15/81

ASSESSOR'S MAP BK172 PG. 39  
Riverside County, Calif.

DATE	01/10/2006
DRAWN	1/3
CHECKED	1/3
DATE	01/10/2006
BY	1/3

Aug 2006

ATTACHMENT "2"

Parcel 0784-016A

"TCE Area"

EXHIBIT "A"  
MAGNOLIA AVENUE (GRADE SEPARATION)  
LEGAL DESCRIPTION  
0784-016A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS " PLANT NO. 612 W(1),(2)-'BUCHANAN' " DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 15, 1974, AS INSTRUMENT NUMBER 5727, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 16 IN BLOCK 53, BOOK 1, PAGE 44 OF MAPS, RECORDS OF SAID RECORDER, CALIFORNIA, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT NORTHWESTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, OFFICIAL RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THE CENTERLINE OF BUCHANAN STREET (44.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 19, 1981 AS INSTRUMENT NUMBER 29567, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 33°37'31" W ALONG SAID CENTERLINE OF BUCHANAN STREET, A DISTANCE OF 86.24 FEET;

THENCE S 56°22'29" W, A DISTANCE OF 44.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID BUCHANAN STREET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 39.50 FEET AND AN INITIAL RADIAL BEARING OF N 85°32'17" E, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 17°00'37", AN ARC DISTANCE OF 11.73 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.86 FEET TO THE MOST-SOUTHERLY CORNER OF SAID " PLANT NO. 612 W(1),(2)-'BUCHANAN' " PARCEL;

THENCE N 33°37'31" W ALONG THE SOUTHWESTERLY LINE OF SAID " PLANT NO. 612 W(1),(2)-'BUCHANAN' " PARCEL, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 127.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE N 56°22'11" E ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 100.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUCHANAN STREET;

THENCE S 33°37'31" E ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 87.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE N 56°22'11" E ALONG SAID PARALLEL LINE, A DISTANCE OF 46.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 54.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLE TO, SAID CENTERLINE OF BUCHANAN STREET;

THENCE N 33°37'31" W ALONG SAID PARALLEL LINE, A DISTANCE OF 138.99 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID " PLANT NO. 612 W(1),(2)-'BUCHANAN' " PARCEL;

EXHIBIT "A"  
MAGNOLIA AVENUE (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)

0784-016A

THENCE N 56°22'11" E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF BUCHANAN STREET;

THENCE S 33°37'31" E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 139.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 2,920 SQUARE FEET, OR 0.067 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 1.000027271 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 955-M, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 1/12/2012



# EXHIBIT "B"

## TEMPORARY CONSTRUCTION EASEMENT

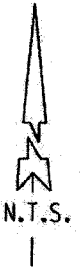
① PCL NO. 5, RW PER BOOK 385  
PGS 353-355, OF DEEDS,  
REC. 11/22/1913

② RW VACATED PER BOOK 386 PGS  
249-250 REC 11/26/1913 &  
QUITCLAIMED TO PAC. ELEC. RY.  
CO. REC. 11/5/1913, IN BOOK  
385 PGS. 232-239, OF DEEDS

③ RW PER INST. #29567,  
REC. 02/19/1981

### LINE DATA

- ① S 56°22'29" W - 44.00'
- ② N 33°37'31" W - 50.00'
- ③ N 56°22'11" E - 20.00'
- ④ S 33°37'31" E - 40.00'
- ⑤ N 56°22'11" E - 46.00'
- ⑥ N 56°22'11" E - 10.00'



SECTION 22  
T.3S., R.6W.

VESTING DEED  
PER INST. #5727  
REC. 1/15/1974

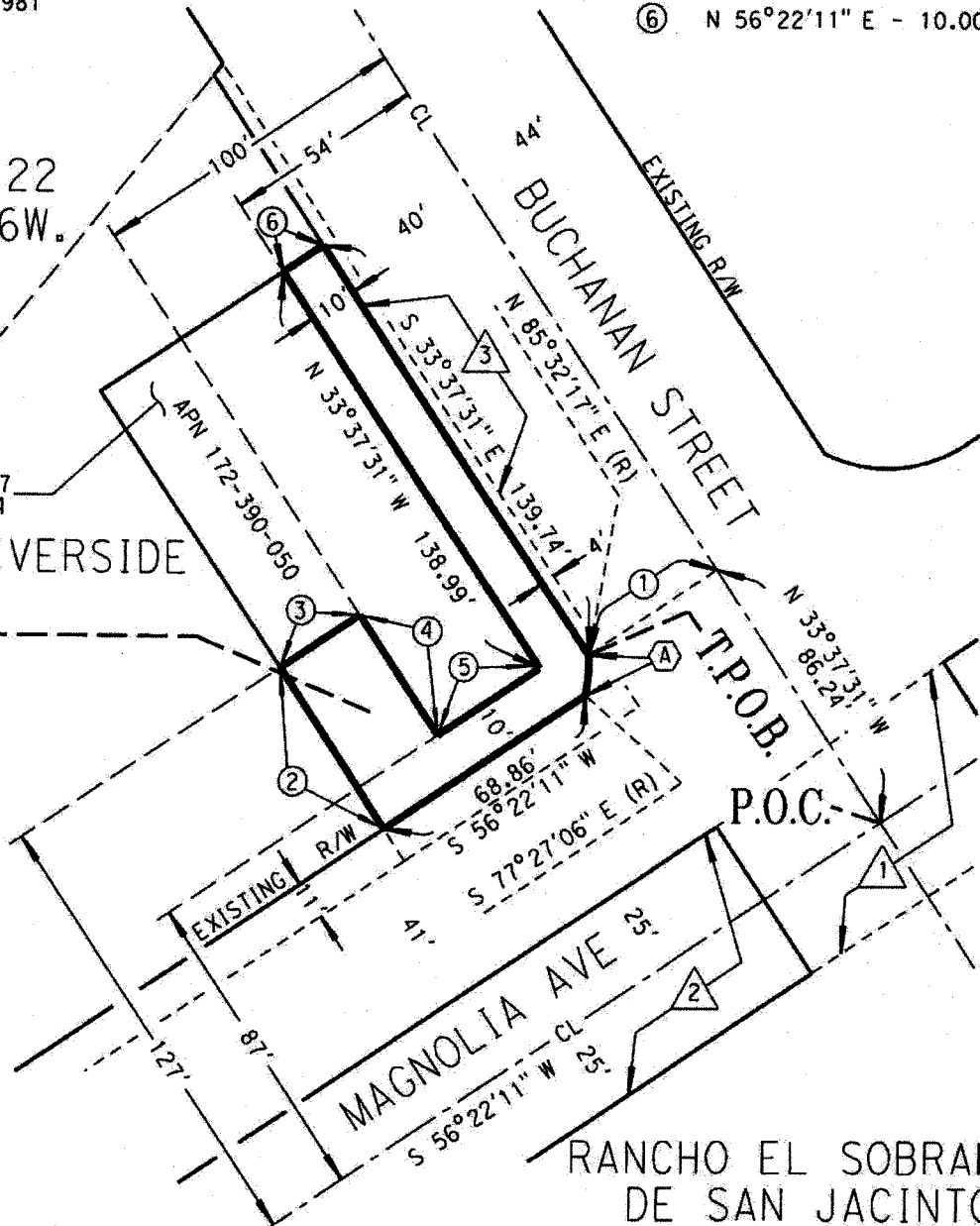
CITY OF RIVERSIDE

**PARCEL  
0784-016A**

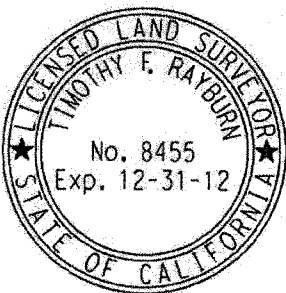
2,920 SQ.FT.  
0.067 AC.

### CURVE DATA

- (A)  $\Delta = 17^{\circ}00'37''$
- R = 39.50'
- L = 11.73'
- T = 5.91'



ALL DISTANCES SHOWN ARE GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY  
MULTIPLYING THE GRID DIST. BY A COMBINATION  
FACTOR OF 1.000027271.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.

PROJECT: MAGNOLIA AVE (GRADE SEPARATION)

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

APPROVED BY: *Timothy F. Rayburn* DATE: 1/12/2012

PAR. NO.: 0784-016A

PREPARED BY: DGO

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