

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

106B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

October 8, 2013

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

RECOMMENDED MOTION:

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

BACKGROUND:

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

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

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

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn, MPA

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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: October 8, 2013

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

SD12 xc: Flood

RECEIVED RIVERSIDE COUNTY

11-3

Prev. Agn. Ref.:

District: 1st/1st

Agenda Number:

FORM APPROVED COUNTY COUNSEL ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
BY:
DATE: 10/8/13
CYNTHIA M. GUNZEL

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

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

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

SUBMITTAL DATE: October 8, 2013

Page 2

BACKGROUND (cont.)

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

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

County Counsel has approved the Agreement as to legal form.

AMR:blj

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

5 This Agreement ("Agreement") is made this 9th day of October, 2013 by and
 6 between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
 7 DISTRICT, a body politic organized and existing pursuant to Chapter 48 of the Appendix to
 8 the California Water Code, ("DISTRICT"), and the RIVERSIDE COUNTY
 9 TRANSPORTATION COMMISSION, a county transportation commission created and
 10 existing pursuant to California Public Utilities Code Sections 130053 and 130053.5,
 11 ("RCTC").

12 RECITALS

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

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

19 WHEREAS, PROPERTY is subject to and encumbered by 1) certain easements and
 20 rights of way in favor of DISTRICT ("DISTRICT EASEMENTS") necessary for the access,
 21 construction, operation, and maintenance of the March Business Center Storm Drains
 22 referenced as Easements "D" and "J", as recorded in the Official Records of the County of
 23 Riverside, Tract Map 30857-2 on May 21, 2007 in Map 422, Page 7 as Instrument No. 2007-
 24 0334147, as shown on Attachment "B", attached hereto and by this reference incorporated
 25 herein; 2) two Quitclaim Deeds from March Joint Powers Authority to DISTRICT as recorded
 26 in the Official Records of the County of Riverside on September 1, 2011 as Instrument Nos.
 27 2011-0389220 and 2011-0389222. DISTRICT operates and maintains Line B ("LINE B") as
 28

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

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

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

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

17 AGREEMENT

18 I. DISTRICT RIGHTS AND RESPONSIBILITIES.

19 DISTRICT shall:

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

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

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

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

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

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

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

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

18 II. RCTC RIGHTS AND RESPONSIBILITIES.

19 RCTC shall:

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

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

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

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

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

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

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

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

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

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

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

21 III. MUTUAL RIGHTS AND RESPONSIBILITIES.

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

27 2. Workers Compensation. Without limiting or diminishing each party's
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1 obligation to indemnify or hold the other harmless as required within this Agreement,
2 DISTRICT and RCTC acknowledge that as public agencies each maintain its own workers
3 compensation insurance programs and each may be permissively self insured as required and
4 allowed by law. Each party shall carry and cover the cost of its own workers compensation
5 program commensurate with California State law.

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

26 IV. GENERAL TERMS AND CONDITIONS.

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

2 TO DISTRICT:

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

8 TO RCTC:

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

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

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

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

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

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

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

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

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

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

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

24 10. The provisions of this Agreement are solely for the benefit of DISTRICT
25 and RCTC, and not for the benefit of any third party, and accordingly, no third party shall have
26 the right to enforce the provisions of this Agreement.
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11. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

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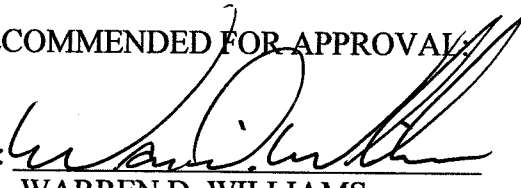
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

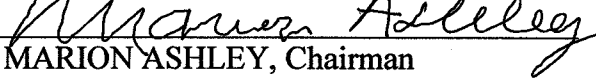
2 OCT 08 2013

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

4
5 RECOMMENDED FOR APPROVAL

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

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


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

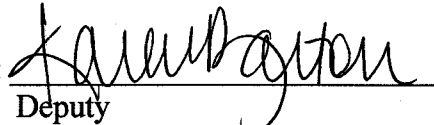
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11 APPROVED AS TO FORM:

ATTEST:

12 PAMELA J. WALLS
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

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

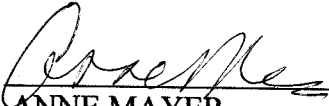
By: 
Deputy

(SEAL)

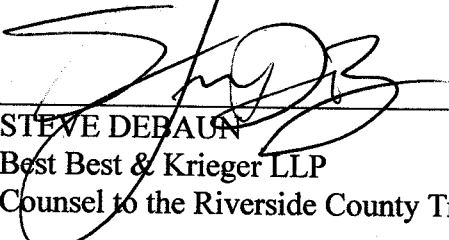
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24 Tract 30857-2, Lot No. 4
25 March Business Center Storm Drains and Detention Basins
26 Project No. (4-0-00530)
27 07/09/13
28 Created by RCTC:
AMR:blj

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RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: 
ANNE MAYER
Executive Director

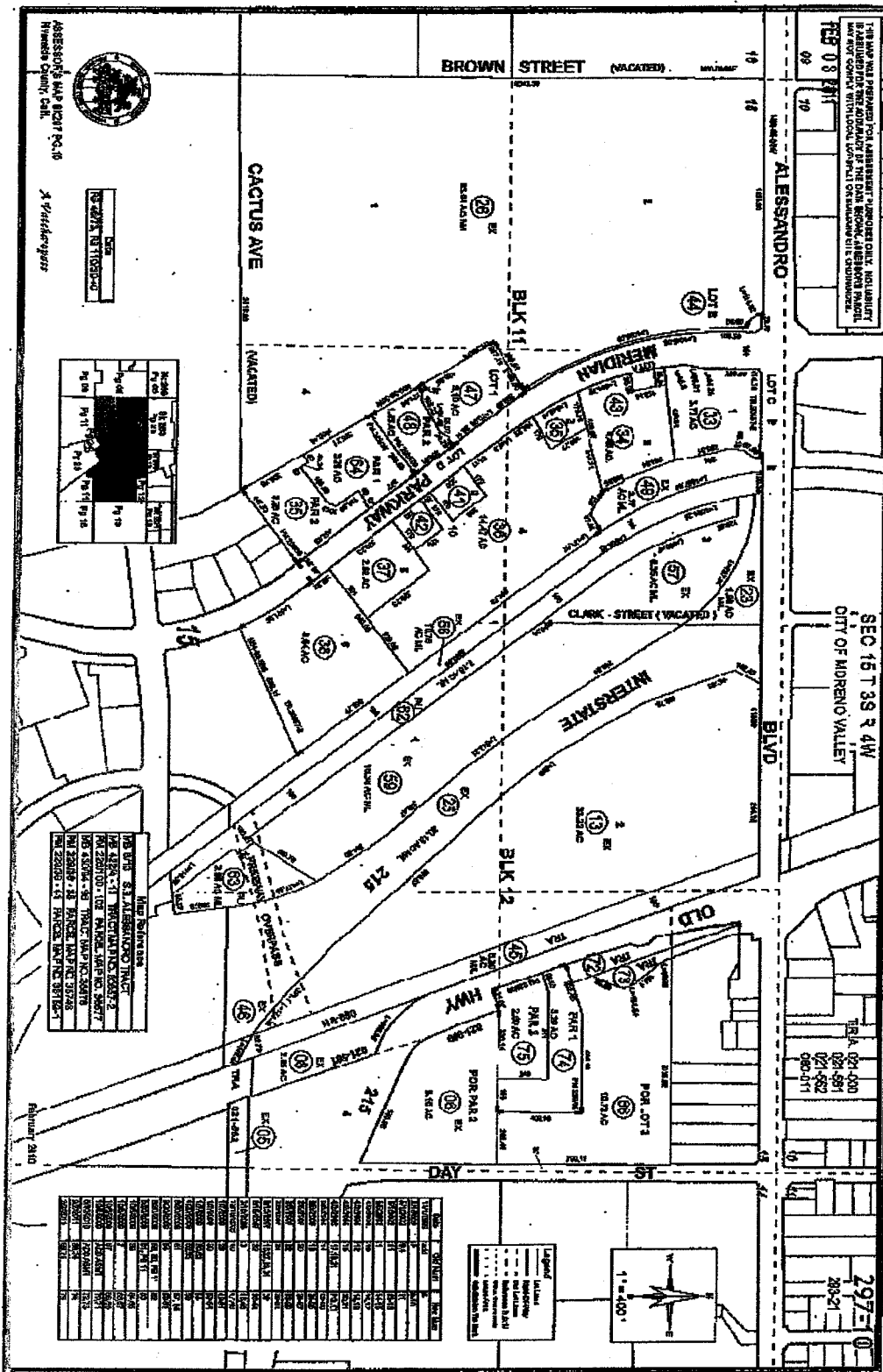
APPROVED AS TO FORM:

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

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

ATTACHMENT A

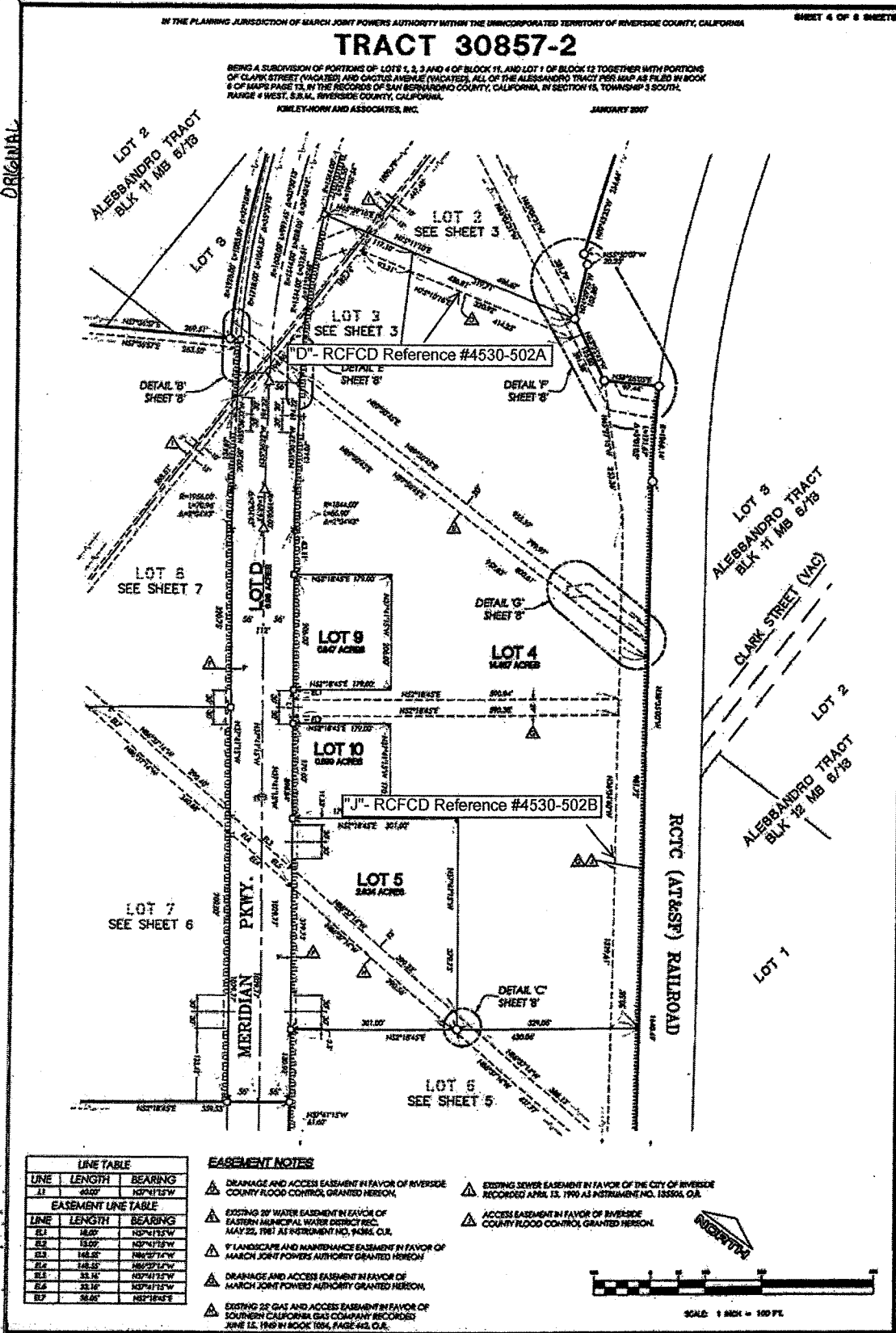
Lot 4 of Tract Map No. 30857-Unit 2, as shown on by map on file in Book 422, Pages 4 through 11, inclusive of maps of records in the Official Records of Riverside County, California.



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

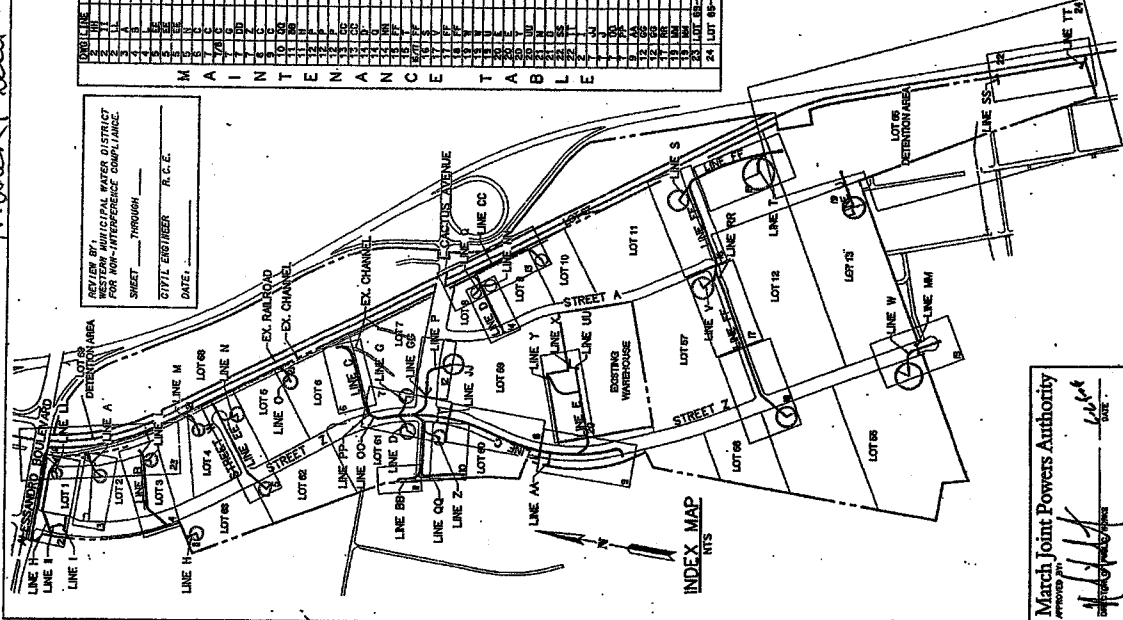
ATTACHMENT B

483
2007-033347
ORIGINAL



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

March Field



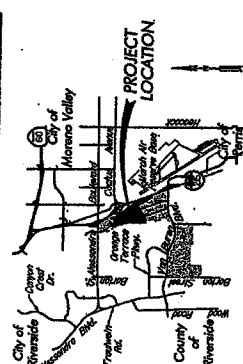
REVIEW BY:
WESTERN MUNICIPAL WATER DISTRICT
FOR NON-INTERFERENCE COMPLIANCE
SHEET _____ THROUGH _____
DATE: _____
CITY ENGINEER: R.C.E.
DATE: _____

March Joint Powers Authority
Project No. 4-00530
Stamp: [Professional Engineer Seal]

Part 10 - Utility Consultant
Stamp: [Professional Engineer Seal]

Stamp: [Professional Engineer Seal]

LINE	STATION TO	STATION FROM	DATE	BY	REVISIONS
1	0+00	0+05	2/1/00	XXX	FOR PERMITS
2	0+05	0+10	2/1/00	XXX	FOR PERMITS
3	0+10	0+15	2/1/00	XXX	FOR PERMITS
4	0+15	0+20	2/1/00	XXX	FOR PERMITS
5	0+20	0+25	2/1/00	XXX	FOR PERMITS
6	0+25	0+30	2/1/00	XXX	FOR PERMITS
7	0+30	0+35	2/1/00	XXX	FOR PERMITS
8	0+35	0+40	2/1/00	XXX	FOR PERMITS
9	0+40	0+45	2/1/00	XXX	FOR PERMITS
10	0+45	0+50	2/1/00	XXX	FOR PERMITS
11	0+50	0+55	2/1/00	XXX	FOR PERMITS
12	0+55	0+60	2/1/00	XXX	FOR PERMITS
13	0+60	0+65	2/1/00	XXX	FOR PERMITS
14	0+65	0+70	2/1/00	XXX	FOR PERMITS
15	0+70	0+75	2/1/00	XXX	FOR PERMITS
16	0+75	0+80	2/1/00	XXX	FOR PERMITS
17	0+80	0+85	2/1/00	XXX	FOR PERMITS
18	0+85	0+90	2/1/00	XXX	FOR PERMITS
19	0+90	0+95	2/1/00	XXX	FOR PERMITS
20	0+95	1+00	2/1/00	XXX	FOR PERMITS
21	1+00	1+05	2/1/00	XXX	FOR PERMITS
22	1+05	1+10	2/1/00	XXX	FOR PERMITS
23	1+10	1+15	2/1/00	XXX	FOR PERMITS
24	1+15	1+20	2/1/00	XXX	FOR PERMITS



GENERAL NOTES

- THE CONTRACTOR SHALL CONSTRUCT THE FLOOD CONTROL IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH WATER CONSERVATION DISTRICT OF RIVERSIDE COUNTY FLOOD CONTROL AND DETENTION BASIN STANDARD DRAWINGS DATED SEPTEMBER 1994, AND DESIGN MANUAL STANDARD DRAWINGS DATED MAY 1971.
- CONSTRUCTION INSPECTION WILL BE PERFORMED BY RIVERSIDE COUNTY. THE CONTRACTOR SHALL CONTACT ANDERSON AT (951) 955-2288. THE CONTRACTOR MUST BE NOTIFIED TWENTY (20) DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION UNLESS OTHERWISE NOTED.
- ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
- STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE INTERSECTION STATIONS.
- PERMIT NOTATIONS BEFORE EXCAVATION CALL UNDERGROUND SERVICE ALERT (800) 221-2600.
- ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON U.S.C. AND O.S. DATUM.
- ALL CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
- NOVEL.
- SPRINKLING FROM THE CUTTING OR PARTIAL REMOVAL OF STRUCTURES TO BE ABANDONED. BOTH ENDS SHALL BE REMOVED AND DISPOSED. ALL PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO THE JUNCTION STRUCTURE NO. 4 US 228 UNLESS OTHERWISE NOTED.
- PIPE BENDING SHALL CONFORM TO R.C.C. AND R.C.D. STD. DIM. NO. 108. R.C.C. SHALL CONFORM TO R.C.C. AND R.C.D. STD. DIM. NO. 108. R.C.D. SHALL CONFORM TO R.C.C. AND R.C.D. STD. DIM. NO. 108. ALL SLEEVES SHALL BE EXTENDED A MINIMUM OF 12 INCHES MAINLINE ABOVE THE TOP OF THE PIPE.
- R.I. INDICATES SOIL BORING LOCATIONS BASED ON THE INVESTIGATIONAL TITLE PRELIMINARY GEOTECHNICAL REPORT DATED JULY 10, 2002. LOCATIONS SHOWN ARE APPROXIMATE.
- IF IS THE DEPTH OF CATCH BASIN MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
- CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
- ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.
- STANDARD DRAWINGS CALLED FOR ON THE R.I. AND PROFILE SHALL CONFORM TO DISTRICT STANDARD DRAWINGS UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS REQUIRED TO CALL ALL UTILITY AGENCIES, AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION ON THESE PLANS NOT TO PROTECT-IN-PLACE.
- DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION CENTERLINE SHALL BE MAINTAINED WITHIN TOLERANCES SHOWN ON THESE PLANS NOT TO PROTECT-IN-PLACE.
- APPROVAL OF THESE PLANS BY THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DOES NOT RELIEVE THE DEVELOPER'S ENGINEER OF RESPONSIBILITY OF THE DESIGN. THE RESPONSIBILITY OF THE DESIGN ENGINEER TO MAKE THE NECESSARY CORRECTIONS.
- THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATOR PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
- FOR CAST-IN-PLACE CONCRETE PIPE AS ALTERNATIVE AS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BOTTOM 20 DEGREES OF PIPE DUE TO HIGH VELOCITY SECTIONS.
- UNLESS OTHERWISE SPECIFIED, MINIMUM STREET RECONSTRUCTION SHALL BE 24 INCH ASPHALT CONCRETE OVER 6 INCH CLASS 2 UNDERGROUND UTILITIES SHALL BE CALCULATED PRIOR TO ALL CAPPING.
- PROVIDE A 4 INCH T. FOOT SQUARE CONCRETE APPROX AROUND MANHOLES OUTSIDE OF STREET RIGHT OF WAY.

- ### WORK TO BE DONE
- THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE AND STANDARD DRAWINGS:
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2000 EDITION.
 - CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROL DEVICES CONSTRUCTION AND MAINTENANCE WORK ZONE, 0818 CALIF. DOCUMENT NO. 1098-04, FILED JANUARY 24, 2000.
 - STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS WULT 5824, DOCUMENT NO. 768006 FILED JULY 9, 1992.
 - STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS WULT 5824, DOCUMENT NO. 768006 FILED JULY 9, 1992.
 - RIVERSIDE COUNTY SPECIAL PROVISIONS AND DETAILED SPECIFICATIONS, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS AND DETAILED SPECIFICATIONS, FOR SUBSTANTIAL PROJECT IMPROVEMENTS AND MAINTENANCE, MAINTAINED BY THE COUNTY OR THE DISTRICT, DOCUMENT IN DRAFT FORMAT.
 - COUNTY OF RIVERSIDE STATE OF CALIFORNIA COUNTY ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, FILED JULY 2, 1996.
 - SAN DIEGO REGIONAL STANDARD DRAWINGS, DOCUMENT NO. 768846, FILED JULY 2, 2000.
 - STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 1887 EDITION.
 - LYNCH MANUAL-CAST IN PLACE CONCRETE PIPE PROCESS DATED JANUARY 1990.

NOTIFICATIONS

- AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE FOLLOWING:
- CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS WULT 5824, DOCUMENT NO. 768006 FILED JULY 9, 1992.
 - RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS AND DETAILED SPECIFICATIONS, FOR SUBSTANTIAL PROJECT IMPROVEMENTS AND MAINTENANCE, MAINTAINED BY THE COUNTY OR THE DISTRICT, DOCUMENT IN DRAFT FORMAT.
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March Joint Powers Authority
Project No. 4-00530
Stamp: [Professional Engineer Seal]

Part 10 - Utility Consultant
Stamp: [Professional Engineer Seal]

Stamp: [Professional Engineer Seal]

INDEX

R.C.C. & W.C.D. STANDARD DRAWINGS

RIVERSIDE COUNTY STANDARD DRAWINGS

APWA STANDARD PLANS

SAN DIEGO REGIONAL STANDARD DRAWINGS

CALTRANS STANDARD PLANS

- TITLE SHEET**
- PLAN & PROFILE
 - WARRANTY DETAILS
 - CONNECTION DETAILS
 - CONNECTION AREAS
- SHEET NO. **1** OF **34**

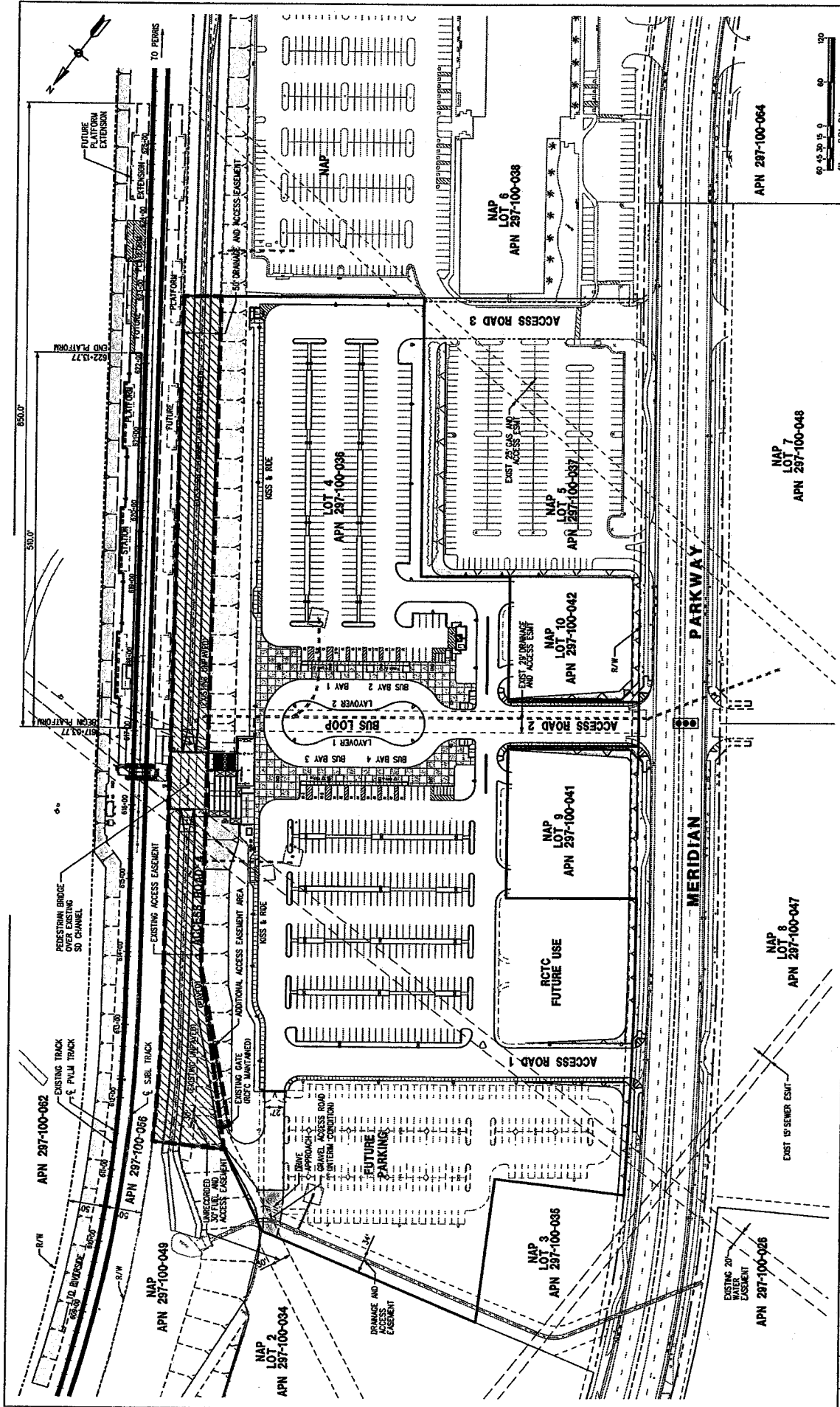
UNIT 1
PROJECT NO. 4-00530
DRAWING NO. 4-821
SHEET NO.

**MARCH BUSINESS CENTER
& DETENTION BASINS
STAGE 1**

TITLE SHEET

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

ATTACHMENT D



NOT FOR CONSTRUCTION 9-8-11 50% INTERIM DESIGN REVISION SUBMITTAL REV. DATE		APPROVED BY: RCTC STV Incorporated ENGINEERING ARCHITECTURE INTERIOR DESIGN 1000 GARDEN AVENUE, SUITE 100 BOSTON, MASSACHUSETTS 02114-1000 TEL: 617-552-1100 FAX: 617-552-1101 WWW.STVINC.COM		APPROVED BY: RCTC RIVERSIDE COUNTY TRANSPORTATION COMMISSION		RCTC PERRIS VALLEY LINE MORENO VALLEY / MARCH FIELD STATION C SITE PLAN		CONTRACT NO. 007-33-232-30 DRAWING NO. 007-33-232-30 SHEET NO. C-110 REGION 861 OF 2523 SCALE	
DESIGNED BY: J. DAVIDSON DRAWN BY: D. BARRAZA CHECKED BY: M. SATISH APPROVED BY: R. OUIK DATE: 9-8-11		RCTC APPROVED BY: RCTC		RCTC		RCTC		RCTC	

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

ATTACHMENT E

Legal Description – Exhibit A

Plat to Legal Description – Exhibit B

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

**EXHIBIT A
LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

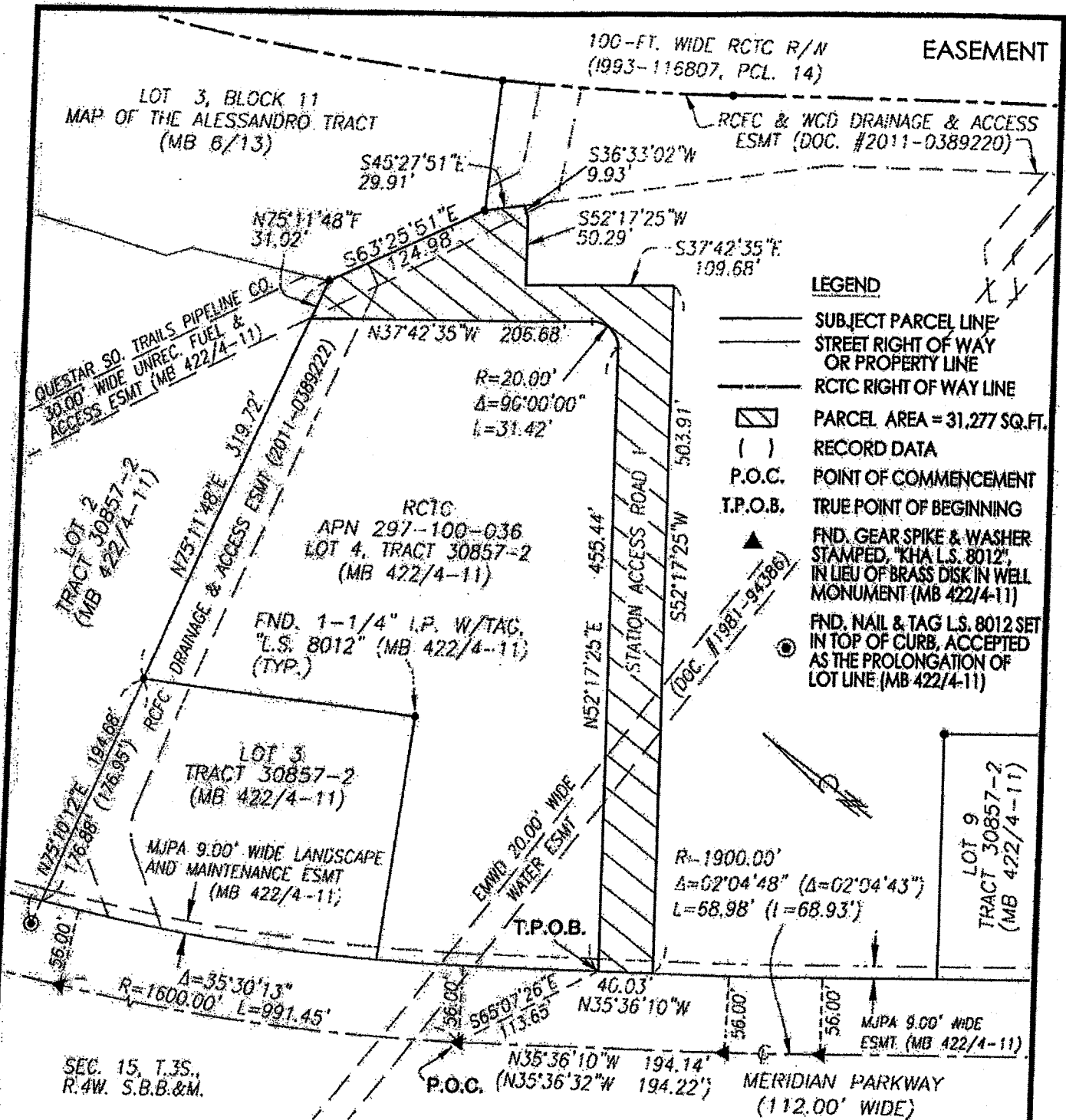
Thence along said right-of-way line of Meridian Parkway, North 35°36'10" West, 40.03 feet to the **TRUE POINT OF BEGINNING**.

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

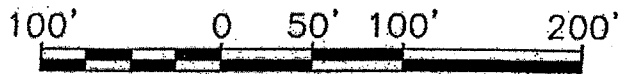
Bearings used in this description and its accompanying plat are based upon the California Coordinate System, Zone 6, North American Datum of 1983, epoch 2007.00. Distances are in grid. Multiply distances by 1.0000648 to obtain ground distances.


Prepared by: Michael A. Cusick
PLS No. 7885





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



RAIL SURVEYORS & ENGINEERS, INC.
 1075 Old County Road
 Belmont, CA 94002

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

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