

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



711B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 28, 2015

SUBJECT: Approve License Agreement between the District and Riverside County Transportation Commission for the Romoland Master Drainage Plan (MDP) Line A, Stage 4, and Romoland MDP Line A-3, Project Nos. 4-0-00310 and 4-0-00431, CEQA Finding of Nothing Further is Required, District 5 [\$1,535 Total], [\$1,535 Ongoing] District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that although the License Agreement will not have a significant impact on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in an earlier Environment Impact Report (SCH #2003111131) certified by this Board on March, 28 2006 (Agenda No. 11-2) and with an Addendum considered on September 9, 2014 (Agenda No. 11-2);
2. Approve the License Agreement between the District and the Riverside County Transportation Commission;
3. Authorize the Chairman to execute the License Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to submit the Notice of Determination to the County Clerk for filing within five (5) days of approval by the Board.

BACKGROUND:

Summary

See Page 2.

[Signature]
WARREN D. WILLIAMS
General Manager-Chief Engineer

P8\169088

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 16,535	\$ 1,535	\$	\$ 1,535	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 16,535	\$ 1,535	\$	\$ 1,535	

SOURCE OF FUNDS: 25140-947460-527980
(Zone 4 Const/Maint/Misc Contracts) Budget Adjustment: No
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE
BY: *[Signature]*
Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione and Washington
Nays: None
Absent: Benoit
Disqualify: Ashley
Date: April 28, 2015
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

FORM APPROVED COUNTY COUNSEL 4/9/15
BY: GREGORY P. PRIAMOS DATE
FISCAL PROCEDURES APPROVED 4/14/15
JEANINE J. REY 4/14/15 Departmental Concurrence
JEANINE J. REY
JEANINE J. REY, FINANCE DIRECTOR

A-30
 4/5 Vote
 Positions Added
 Change Order

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

FORM 11: Approve License Agreement between the District and Riverside County Transportation Commission for the Romoland Master Drainage Plan (MDP) Line A, Stage 4, and Romoland MDP Line A-3, Project Nos. 4-0-00310 and 4-0-00431, CEQA Finding of Nothing Further is Required, District 5 [\$1,535 Total], [\$1,535 Ongoing] District Funds 100%

DATE: April 28, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The District is constructing Romoland MDP backbone facilities in stages. Romoland MDP Line A, Stage 4 ("Line A Stage 4") is the collective name for the single contract that provides for construction, operation and maintenance of portions of Romoland MDP Line A, as well as Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Juniper Flats Basin and Briggs Road Basin. Line A Stage 4 and Line A-3 construction requires crossing railroad tracks located within Riverside County Transportation Commission's ("RCTC") owned rights of way at two locations.

This License Agreement (Agreement) sets forth the terms and conditions by which District will construct, operate and maintain said improvements within RCTC's right of way. The District and RCTC are concurrently working on a separate Memorandum of Understanding ("MOU") setting terms and conditions where certain encroachment/license related fees could be reciprocally waived. As stated in the Agreement, upon future execution of a separate MOU the annual License Fee for this license will be waived permanently.

Final Environmental Impact Report (SCH #2003111131) ("EIR") and Addendum No. 1 to the EIR were completed in compliance with the State California Environmental Quality Act (CEQA) Guidelines and District CEQA Rules to Implement the Act. On March 28, 2006, the Board of Supervisors for the District adopted F2006-01, certifying the EIR for the Homeland Master Drainage Plan (Revision No. 1) and Romoland Master Drainage Plan (Revision No. 1) ("Project"). On September 9, 2014, the Board approved Item 11-2, where it considered an Initial Study/Addendum No. 1 to the EIR for the Project.

The License Agreement between the District and RCTC was reviewed and it was determined that although the proposed project could have a significant effect on the environment, no new environmental documentation is required because (a) the Project was adequately analyzed in the earlier EIR and the Initial Study/Addendum No. 1 to the EIR (collectively hereinafter referred to as the "Documents") for the Project pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to those earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible. The License Agreement is an implementing action in furtherance of the Project and is consistent with the characteristics evaluated in the Documents. Nothing further is required because all potentially significant effects have been adequately addressed in the Documents.

The License Agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

This project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's Zone 4 budget for FY 2014-15 and will be included in the proposed budget in future years as appropriate.

ATTACHMENTS:

1. License Agreement and Exhibits
2. Notice of Determination

Notice of Determination

Appendix D

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

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

5/6/15 kb
Date Initial

SUBJECT:

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2003111131

Project Title:

License Agreement for Romoland Master Drainage Plan (MDP) Line A, Stage 4, and Romoland MDP A-3, Project Nos. 4-0-00310 and 4-0-00431.

Project Location (include county):

The locations subject to the License Agreement are located within the city of Menifee, which is located in central Riverside County, California. The locations are on the existing railroad line near the intersection of Palomar and Case Roads and the intersection of McLaughlin and Case Roads. The locations are within Township 5 South, Range 3 West, Section 14 of the Romoland, California 7.5 Minute USES Quadrangle.

Project Description:

The project consists of License Agreement (Agreement) setting forth the terms and conditions by which the District will construct, operate and maintain Romoland Line A Stage 4 and Romoland Line A-3 flood control improvements within existing Riverside County Transportation Commission (RCTC) railroad right of way. The Line A Stage 4 and Line A-3 Master Drainage Plan (MDP) facilities is a smaller subset of the facilities, which were then known as Proposed Phase 1 facilities, that received project-specific analysis in the previously certified Homeland Master Drainage Plan (Revision No. 1), Romoland Master Drainage Plan (Revision No. 1), Homeland/Romoland Area Drainage Plan (Amendment No. 1) Final EIR (SCH #2003111131). An Addendum to the Final EIR was prepared to address the Line A Stage 4 and Line A-3 modifications to the Proposed Phase 1 facilities analyzed in the Final EIR. After evaluation, it was determined that none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or EIR have occurred, and nothing further is required.

This is to advise that the Riverside County Flood Control and Water Conservation District, as lead agency, has approved the above-described Agreement on April 28, 2015 and has made the following determinations regarding the above-described project:

1. The Agreement will not have a significant effect on the environment.
2. An Environment Impact Report and an Addendum No. 1 to the EIR (SCH #2003111131) were prepared and certified and considered, respectively, pursuant to CEQA.
3. The License Agreement between the District and RCTC was reviewed and it was determined that although the proposed project could have a significant effect on the environment, no new environmental documentation is required because (a) the Project was adequately analyzed in the earlier EIR and the Initial Study/Addendum No. 1 to the EIR (collectively hereinafter referred to as the "Documents") for the Project pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to that earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible. The License Agreement is an implementing action in furtherance of the Project and is consistent with the characteristics evaluated in the Documents.
4. Nothing further is required because all potentially significant effects have been adequately in the Documents.

This is to certify that the FEIR/Addendum, supporting documentation, and record of approval are available to the General Public at: Office of Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501

Karen Dayton
Signature (Public Agency)
4/28/15
Date

Board Assistant
Title

Date received for filing at OPR:

Revised 2004

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

APR 28 2015 11-2

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 4/16/2015 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25140
DEPT ID: 947460 PROGRAM: _____

AMOUNT: \$50.00

REF: License Agreement between Flood Control & Transportation Commission for the Romoland Line A, Stage 4 & Romoland MDP line A-3 Projects Project 4-8-00310-04-30

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

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: ~~Michael Reyes~~ Darrylenn Brockington *DB*
PRESENTED BY: Kris Flanigan EXT 58581
CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

**LICENSE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

THIS LICENSE AGREEMENT (hereinafter referred to as the "**Agreement**"), is made this 20th day of April, 2015 by and between the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency existing under the authority of the laws of the State of California (hereinafter referred to as "**RCTC**") and **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** a body politic (hereinafter referred to as "**Licensee**").

RECITALS

A. RCTC is the owner in fee of certain real property commonly referred to as APN 331-190-006 and 331-220-010 located in the County of Riverside and shown on **Exhibit "A"**.

B. Licensee wishes to enter certain portions of property owned by RCTC for the purposes specified in Item 2 of the Basic License Provisions.

PART I. BASIC LICENSE PROVISIONS

1. Description of Licensed Property:

A portion of RCTC real property in the County of Riverside, State of California, as more particularly described in the attached **Exhibit "A"** (the "**Licensed Property**").

2. Use of Licensed Property:

For the installation, construction by open cut method, operation, maintenance, repair, reconstruction, alteration, and removal of the improvements described in Item 9 of these Basic License Provisions and any usual, necessary and related appurtenances thereto, above, under, over, and across the Licensed Property (the "**Project**"), as more particularly described in the attached **Exhibit "B"**.

3. Commencement Date: Date of the Agreement first specified above.

4. Term:

Shall continue in full force and effect until terminated as provided herein.

5. Administrative Fee: \$200.00.

6. Licensing Fee

- A. Annual License Fee: \$1,535.00. unless waived as described in Section 7.D. herein this Agreement.

1st crossing at Mile Post 23+4752: \$660.00

(132 feet x \$5.00 per linear foot)

2nd crossing at Mile Post 24+1056: \$875.00

(175 feet x \$5.00 per linear foot)

7. RCTC's Address:

Riverside County Transportation Commission
4080 Lemon Street, Third Floor
Riverside, California 92501
Attention: Executive Director

8. Licensee's Address:

Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, California 92501
Attention: General Manager–Chief Engineer

9. The Facilities:

The Romoland MDP Line A and the Romoland MDP Line A-3 flood control projects (the "**Facilities**") to be installed on the Licensed Property by open cut method and to be used for conveyance of storm water, as more particularly described in the attached **Exhibit "B"**.

The foregoing Basic License Provisions and the General License Provisions set forth in the attached Part II are incorporated into and made part of this Agreement.

PART II. GENERAL LICENSE PROVISIONS

1. **General Grant.** Subject to the terms and conditions hereinafter set forth, RCTC hereby grants a revocable, non-exclusive license to Licensee above, over, under, and across the Licensed Property for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the Licensed Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "**Licensee's Parties**"), may, subject to the provisions hereof, have reasonable rights of entry and access onto adjoining real property of RCTC if necessary for the use of the Facility or the Licensed Property, with the time and manner of such entry

and access to be subject to RCTC's prior written approval. The Licensed Property, adjoining real property of RCTC and personal property of RCTC located thereon shall hereinafter collectively be referred to as "**RCTC Property**".

1.1 The performance of the Project shall be accomplished in such a manner so that it will not interfere with or be a source of danger to present or future tracks, roadbed, the property of RCTC, or the safe operation of the railroad or other activities on the Property. Any performance of the Project which will interfere with rail traffic or other uses on the Property must be approved in advance by RCTC. RCTC may require that RCTC's representative be present during some or all of the performance of the Project. If RCTC's representative determines that the performance of Project is not being accomplished in accordance with this License, he or she may, but shall not be required to, halt the work. Notwithstanding the presence of RCTC's representative, Licensee shall, at all times, retain full liability and responsibility for all aspects of the performance of the Project.

2. Term. The term ("**Term**") of this Agreement shall commence on the "**Commencement Date**" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4 of the Basic License Provisions, this Agreement shall continue in full force and effect until terminated as provided herein. If Item 4 of the Basic License Provisions provides for a specific term, then this Agreement shall be a license for the term specified in said Item 4; provided, however, that RCTC shall have the absolute right to terminate this Agreement prior to the date specified in Item 4 in its sole discretion pursuant to the termination provisions provided herein.

3. Use. Licensee shall use the Licensed Property and Facility solely for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the Licensed Property, the Facility, or the commodity or product being conveyed through the Facility, if any, without RCTC's prior written approval.

4. Condition of Premises. LICENSEE ACCEPTS THE LICENSED PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS ENTERING THE LICENSED PROPERTY UNDER THIS AGREEMENT BASED ON LICENSEE'S OWN INVESTIGATIONS AND KNOWLEDGE OF THE PROPERTY AND THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, NEITHER LICENSOR NOR ANY AGENT OF LICENSOR, 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.

THE LICENSOR IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS BY THEFT OF LICENSEE'S PROPERTY LOCATED IN OR ON THE PROPERTY.

5. Termination of License.

A. Notwithstanding any other term or provision of this Agreement, RCTC shall have the right to terminate this Agreement and shall have no obligation to reimburse Licensee for the Facility or any other improvements to the Licensed Property, under any of the following circumstances:

i In the event that RCTC determines in its sole discretion that it requires the Licensed Property for its own uses, which determination shall be made by the Executive Director or his or her designee and shall not require proof of or satisfaction of any legal standard of necessity. Should RCTC exercise this option, RCTC may terminate this Agreement by providing six (6) months written notice to Licensee of the intent to terminate this Agreement. Prior to providing such notice of intent to terminate, RCTC shall meet and confer with Licensee. RCTC shall not be entitled to exercise the right to terminate provided in this paragraph for eight (8) years commencing as of the Commencement Date.

ii RCTC may terminate this Agreement at any time upon 30 days' notice, for cause, for a breach by Licensee of any covenant or term of this Agreement, or a default by Licensee of any term or provision of this Agreement, which acts of Licensee shall include but not be limited to: (i) The failure by Licensee to pay any amount in full when it is due under this Agreement; or (ii) The failure by Licensee to perform any obligation under this Agreement. Notification of such termination shall be in writing.

B. Licensee may terminate this Agreement at any time for its convenience by providing written notice to RCTC one (1) year prior to the date of termination.

6. Hazardous Materials Use and Related Indemnity.

A. Use. Licensee shall operate and maintain the Licensed Property in compliance with all, and shall not cause or permit the Licensed Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the Licensed Property (collectively, "**Environmental Laws**" and, individually, an "**Environmental Law**"). Except for Hazardous Materials expressly approved by RCTC in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, handled, transported, treated or disposed of on or about the RCTC Property. Any Hazardous Materials on or about the RCTC Property shall be stored, used, generated, handled, transported, treated or disposed of in accordance with all applicable Environmental Laws. As used herein, "**Hazardous Materials**" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in

any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

B. Indemnity. Licensee shall indemnify, defend (by counsel acceptable to RCTC) and hold harmless the Indemnitees (as defined in Section 18) from and against any and all loss, liability, claim, demand, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this Section, or (b) any release of Hazardous Materials onto the RCTC Property and/or any adjacent property, or (c) any contamination of the RCTC Property and/or any adjacent property (i) which occurs due to the use and occupancy of the Facility or the RCTC Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, except to the extent of the gross negligence or willful misconduct of the Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

C. Remediation. In addition, in the event of any release on or contamination of the RCTC Property and/or any adjacent property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of RCTC and any governmental authorities having jurisdiction thereover.

D. Termination for Breach of Hazardous Materials Obligations. Should Licensee not comply fully with the above-stated obligations, RCTC may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon Licensee. Any waiver by RCTC of any breach of Licensee's obligation shall not constitute a waiver of the right to terminate this Agreement for any subsequent breach which may occur, or to enforce any other provision of this Agreement. Upon termination, Licensee shall remove the Facility and restore the Licensed Property as herein provided.

E. Inapplicability. It is understood and agreed that a Licensee who does not now, or in the future, generate, handle, transport, treat, store or dispose of Hazardous Materials on the RCTC Property within the meaning of this Section, is not subject to the provisions of Section 6.B.

7. Fees.

A. Administrative Fee. Licensee agrees to reimburse RCTC for all costs incurred by RCTC to process this Agreement. Licensee has deposited the amount specified in Item 5 of the Basic License Provisions (the "**Deposit**") for processing costs. Such reimbursements shall be made first out of the Deposit made by Licensee for such purpose. Any processing costs exceeding that amount shall be reimbursed within thirty (30) days of request.

B. Annual License Fee.

i Except as provided in Section 7.D. herein, Licensee shall pay RCTC as compensation for this license an Annual License Fee as specified in Item 6 of the Basic License Provisions, as such fee may be adjusted as set forth in paragraphs (ii) and (iii) below. The Annual License Fee shall be due and payable on the first day of the month following the execution of this Agreement (the "**Payment Date**") and then on that same date during each succeeding year for as long as this Agreement is in effect.

ii The Annual License Fee shall be increased, but not decreased, annually as provided below. The adjusted Annual License Fee as of each Payment Date shall be the greater of the Annual License Fee on the day preceding that Payment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Payment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Payment Date. As used in this Section, the "**CPI**" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Anaheim/Riverside, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index is no longer published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by RCTC.

iii At intervals of not less than three (3) years, the Annual License Fee (as such fee may be adjusted by paragraph (ii), above) payable under this Section, at the sole discretion of RCTC, may be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Licensed Property as determined by RCTC in good faith. Such increases shall be effective on the Payment Date. RCTC shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable Payment Date. If no adjustment is made on a given Payment Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

C. Late Payment. Licensee acknowledges that late payment by Licensee of any payment owed to RCTC under this Agreement will cause RCTC to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by RCTC within fifteen (15) days of when due, Licensee shall pay to RCTC an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$1000. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that RCTC will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver from exercising any of

the other rights and remedies available to RCTC under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein.

D. In the event that the parties enter into a separate agreement to mutually waive fees, including annual license fees, for granting access and license rights to each other over the other party's real property, the fees, including the annual license fee charged by RCTC under this Agreement shall be waived and no longer be due by the District, effective upon the full execution of such separate agreement by the parties.

8. Permits. Without limiting the generality of any other provision hereunder, Licensee, at its sole cost and expense, shall obtain and shall comply with any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Agreement.

9. Maintenance and Repair. Licensee shall, at its own cost and subject to the approval of RCTC's Executive Director or his or her designee, repair, maintain and utilize the Facilities and Licensed Property so that they will not at any time be a source of danger to or interference with the RCTC Property (which may include present or future tracks and roadbed), or the safe operation of its railroad or any other activities on the RCTC Property. Any repair and maintenance work shall be done to the Standards (defined below). Licensee shall provide RCTC no less than thirty (30) days written notice and shall acquire all necessary approvals from RCTC prior to Licensee's commencement of any such repair or maintenance work. If, at any time, Licensee shall, in the judgment of RCTC, fail to perform properly its obligations under this Section, RCTC may, at its option, perform such work itself as it deems necessary for the safe operation of its railroad and other uses on the RCTC Property. In such event, Licensee agrees to pay, within fifteen (15) days after a bill is rendered therefor, the cost so incurred by RCTC. However, failure on the part of RCTC to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

10. Standards. Licensee shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "**Standards**"), issued by Southern California Regional Rail Authority (hereinafter referred to as "**SCRRA**"), any federal, state or local governmental body or agency established thereby including without limitation, the United States Department of Transportation, the Federal Railroad Authority and the California Public Utilities Commission (hereinafter collectively referred to as "**Agency**"), relating to Licensee's use of the Licensed Property hereunder. The Standards include, but are not limited to, SCRRA requirements for safety training and flagging. In its use of the Licensed Property, Licensee shall at all times be in full compliance with all Standards, present or future, set by any Agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event Licensee fails to be in full compliance with Standards set by any Agency, RCTC may, but shall not be obligated to, after giving notice of the failure to Licensee, and if Licensee, within fifteen (15) days following receipt of such notice (unless such period is extended by RCTC), fails to correct such non-compliance, take whatever action it determines in its sole discretion to be necessary to protect the RCTC Property. Licensee shall reimburse the

RCTC for all costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by the RCTC as a result of the Licensee's failure to comply with such Standards, and also such costs incurred by the RCTC in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any Agency or court, and paying any fines or penalties imposed for such violations. Licensee shall, to the extent permitted by law, assume liability for and shall save and hold harmless the RCTC from any claim of a violation of the Standards regardless of the nature thereof or the Agency or person asserting such claim, which results from Licensee's use of the Licensed Property in violation of the Standards, even if such claim arises in whole or in part from the negligence or alleged negligence of the RCTC. The foregoing is not intended to require Licensee to indemnify RCTC for its sole negligence or willful misconduct. Licensee, at its cost, shall assume the defense of all such claims as provided for in Section 20 hereof.

11. Tests and Inspections. RCTC shall have the right at any time to inspect the Licensed Property and the Facility so as to monitor compliance with this Agreement. If, in RCTC's sole judgment, any installation on, or use or condition of the Licensed Property may have an adverse effect on the RCTC Property (whether or not owned by RCTC) or RCTC's operations, RCTC shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Licensed Property and the Facilities, as it determines to be necessary or useful to evaluate the condition of the Licensed Property and the Facilities. Licensee shall cooperate with RCTC in any tests or inspections deemed necessary by RCTC. Licensee shall pay or reimburse RCTC, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.

12. Construction and Installation.

A. The Facilities shall be installed and constructed by open cut method at the Licensee's sole cost in accordance with the design plans, which are attached hereto as Exhibit "B". Any deviation from the plans shall be approved in writing by the RCTC's Executive Director or his or her designee.

B. The Facilities, or any portion thereof, occupying a longitudinal location on the Licensed Property shall be located as far as practicable from any railroad track; but, under no circumstances shall the Facilities be located within less than twenty-five (25) feet of the centerline of any railroad track. Construction, installation and maintenance of the Facilities shall be accomplished in such a manner so that it will not interfere with or be a source of danger to the RCTC Property (which may include present or future railroad tracks and roadbed), or the safe operation of its railroad or other activities on the RCTC Property. Any aspect of the Facilities which will interfere with rail traffic or other uses on the RCTC Property shall be approved in advance by RCTC. RCTC may require that RCTC's representative be present during some or all of the construction, installation or maintenance of the Facilities. If RCTC's representative determines that the construction, installation or maintenance of the Facilities is not being accomplished in accordance with

this Agreement, he or she may, but shall not be required to, halt the work. Notwithstanding the presence of the RCTC's representative, Licensee shall, at all times, retain full liability and responsibility for all aspects of the construction, installation or maintenance of the Facilities.

C. Licensee shall engage the services of the Southern California Regional Rail Authority (SCRRA) and shall pay all costs and expenses directly to SCRRA for work to support RCTC's tracks and other improvements on, under or near the Licensed Property and for flagmen to protect rail traffic during the construction, installation or maintenance of the Facilities, if required by RCTC or SCRRA, and for any and all other expenses incurred by SCRRA on account of the Facilities. Licensee shall notify both RCTC's Property Agent at (951) 787-7141 and SCRRA's encroachment coordinator at (909) 394-3418 at least thirty (30) days prior to performance of any work within Licensed Property, including construction, installation or maintenance. Licensee shall comply with all SCRRA requirements applicable to the Project.

D. Licensee shall provide RCTC with "As Builts" within twenty (20) days of completion of the Facilities, if necessary.

13. Underground Storage Tanks. Licensee shall not install or use any underground storage tanks on the Licensed Property unless specifically approved in advance in writing by RCTC, which approval may be withheld in RCTC's sole discretion. If such underground storage tanks are permitted to be installed or used by Licensee, at RCTC's option to terminate this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the RCTC Property, in accordance with the requirements of all federal, state and local environmental laws and to the satisfaction of RCTC and any governmental authorities having jurisdiction thereof, and deliver to RCTC a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

14. Landscaping and Protective Fencing. If required by RCTC, Licensee, at its sole cost and expense, shall install barrier fencing and/or landscaping to shield the railroad track area from public access and/or the Facilities from public view. RCTC shall have the right to review and approve fencing and/or landscaping plans prior to installation. All fencing and/or landscaping work shall be done in accordance with the provisions of Sections 12 and 16 hereof and shall be subject to the maintenance and repair provisions of Section 9 above.

15. Markers. If required by RCTC, Project markers in form and size satisfactory to RCTC, identifying the Facilities and its owners, shall be installed and constantly maintained by and at the expense of Licensee at such locations as RCTC shall designate. Such markers shall be relocated or removed upon request of RCTC without expense to RCTC. Absence of markers in or about RCTC Property does not constitute a warranty by RCTC of the absence of subsurface installations.

16. Insurance. Licensee, at its sole cost and expense, shall obtain and maintain, and require its contractors and subcontractors to obtain and maintain, in full force and effect insurance as required by RCTC in the amounts and coverage specified and issued by insurance companies as described on Exhibit "D". RCTC reserves the right, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the work to be performed on the Facilities. Prior to (i) entering the Licensed Property or (ii) performing any work or maintenance on the Facilities, Licensee shall furnish RCTC with the insurance endorsements and certificates in the form and amounts specified in Exhibit "D", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. In most instances, RCTC does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting RCTC's self-insurance requirements, RCTC may permit Licensee to self-insure; provided, however, that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by RCTC in its sole and absolute discretion. RCTC shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. Subordinate Rights. This Agreement is subject and subordinate to the prior and future rights and obligations of RCTC, its successors and assigns, to use its property in the exercise of its powers and in the performance of its duties, including those as a County Transportation Commission and a member of the Southern California Regional Rail Authority. Accordingly, there is reserved and retained unto RCTC, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline facility and other facilities and appurtenances in, upon, over, under, across and along the Licensed Property, and in connection therewith, the right to grant and convey to others, rights and interests to the Licensed Property in, on and around the Licensed Property. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title (hereinafter referred to as "**Title Exceptions**") which may affect the Licensed Property now or hereafter, and the words "**grant**" or "**convey**" as used herein shall not be construed as a covenant against the existence of any such Title Exceptions. If applicable, this Agreement is also subordinate to the Shared Use Agreement executed between the RCTC and Santa Fe dated as of October 30, 1992 and any subsequent amendments thereto.

18. Indemnity. Licensee shall at all times indemnify and save harmless RCTC and its subsidiaries, officials, officers, employees, agents, contractors, successors and assigns (the "**Indemnitees**") against and pay in full all losses, damages, or expenses that the Indemnitees may sustain, incur or become liable for, resulting in any manner from the installation, construction, operation, maintenance, repair, reconstruction, alteration, removal, condition, use or presence of the Facilities or the use and maintenance of the Licensed Property by the Licensee, Licensee's Parties or any person or entity claiming, using or occupying the Licensed Property by, under or through Licensee, or anyone directly or indirectly employed by or for whose acts Licensee is liable, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or

assessments of any kind, or (e) interference with the use of the RCTC's tracks. It is the intention of the Parties that RCTC's right to indemnity hereunder shall be valid and enforceable against Licensee regardless of negligence (whether active or passive) on the part of the Indemnitees, unless such injury is a result of the sole negligence of RCTC.

19. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facilities or appurtenances, if any, the RCTC Property and any other property of, or under the control or custody of, Licensee, which is on or near the Facilities and the railroad tracks owned or managed by RCTC. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Licensed Property, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from RCTC's transit operations on or near the Licensed Property, if applicable. The term "RCTC" as used in this Section shall include: (i) any transit or rail-related company operating upon or over RCTC's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by RCTC. Licensee, on behalf of itself and its Personnel, as a material part of the consideration for this Agreement, hereby waives all claims and demands against RCTC for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives, for itself and its Personnel, the benefit of California Civil Code Section 1542, which provides as follows:

20. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The provisions of this Section and of Sections 6.B, 18 and 20 shall survive the termination of this Agreement. As used in this Section, "**Personnel**" means the Licensee, or its officers, directors, affiliates, or anyone directly or indirectly employed by Licensee or for whose acts Licensee is liable.

21. Defense. Upon written notice from RCTC, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the Indemnitees by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or to indemnify or save and hold harmless the Indemnitees. Licensee 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.

22. Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the RCTC and Licensee to the same extent and effect as the same are binding upon and insure to the benefit of the Parties hereto.

24. Survival of Obligations. All obligations of Licensor set forth in Part II, Sections 6, 7, 18, 19, 20, 21, 22, 32 and 37 shall survive the termination or cessation of this Agreement in any manner, until such obligations have been fully performed.

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

26. Waiver of Covenants or Conditions. The waiver by RCTC 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. Amendment. This Agreement may be amended at any time by the written agreement of RCTC and Licensee. All amendments to this Agreement shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the Parties hereto.

28. Abandonment. Should Licensee at anytime abandon the Facility or the Licensed Property, or any part thereof, or fail at any time for a continuous period of six (6) months to use the same for the purposes contemplated by this Agreement, then RCTC may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, RCTC shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement or any license granted herein. Licensee may abandon the Facility, or any portion thereof, in place subject to the RCTC's prior written approval if RCTC determines in its sole and absolute discretion that the abandoned Facility does not conflict with an existing or proposed project or RCTC's use of the RCTC Property. Should Licensee abandon the Facility, or any portion thereof, Licensee shall provide RCTC with any documentation RCTC deems necessary for said abandonment, which may include, but not be limited to, a certificate of abandonment. RCTC shall have no obligation to permit the Facility to be abandoned in place or relocated to any other location on the RCTC Property.

29. Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the Facilities are located, or the sale or abandonment by RCTC of said premises, RCTC shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to RCTC hereunder.

30. Condemnation. In the event all or any portion of the Licensed Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facilities.

31. Revocable Licenses and Termination. Licensee agrees that notwithstanding the improvements made by Licensee to the Licensed Property or the installation of the Facility, or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable and may be terminated in accordance with the terms of this Agreement.

32. Restoration of RCTC's Property, Claims for Costs. Upon the termination, revocation of cessation of this Agreement in any manner provided in this Agreement, Licensee, upon demand of RCTC and at Licensee's own cost and expense, shall abandon the use of the Facilities and restore the Licensed Property including the right-of-way and tracks of RCTC to the same condition in which they were prior to the placing of the Facilities thereunder, reasonable wear and tear excepted. In no event shall Licensee have any claim against RCTC for any of the costs of constructing, maintaining or removing the Facilities. In case Licensee shall fail to restore Licensed Property as aforesaid within ten (10) days after the effective date of termination, RCTC may proceed with such work at the expense of Licensee or may assume title and ownership of the Facilities and any other property of Licensee located on the Licensed Property. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the real property restored as above provided.

33. Notice. Any notice hereunder to be given by RCTC to Licensee shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to such party at its address set forth in the Basic License Provisions. Either RCTC or Licensee may change its address for the receipt of notice by giving written notice thereof to the other party of such change. Notices shall be effective on the date delivered to custody of the U.S. Postal Service.

34. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to RCTC which is not paid when due shall bear interest, from the date due, at the rate of ten percent (10%) per annum. Such interest will be due RCTC as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

35. Joint and Several. In the event that two or more parties execute this Agreement as Licensee, all the covenants and agreements of Licensee in this Agreement shall be the joint and several covenants and agreements of such parties.

36. Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Licensed Property and the Facility are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

37. Liens. Licensee will fully and promptly pay for all materials whether or not joined or affixed to the Facility or the Licensed Property, and fully and promptly pay all persons who perform labor whether or not upon said Facility or the Licensed Property. Licensee shall not suffer or permit to be filed or enforced against the RCTC Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorneys' fees incurred by RCTC with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend RCTC from all obligations and claims made against RCTC for and with respect to the above described work, including attorneys' fees. Licensee shall furnish evidence of payment upon request of RCTC. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to RCTC in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, RCTC shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse RCTC for the cost of such discharge within ten (10) business days after billing. RCTC reserves the right at any time to post and maintain on the RCTC Property such notices as may be necessary to protect RCTC against liability for all such liens and claims. The provisions of this Section shall survive the termination of this Agreement.

38. Non-Exclusive License. The license granted by this Agreement is not exclusive and RCTC specifically reserves the right to grant other licenses within the vicinity of the Facility.

39. Counterparts; Facsimile Signatures. This Right of Entry 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. Facsimile signatures shall be considered original signatures.

40. 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.

41. 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.

42. Time of Essence. Time is of the essence in this Agreement.

43. No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Licensed Property or Facility is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

44. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the RCTC and Licensee with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

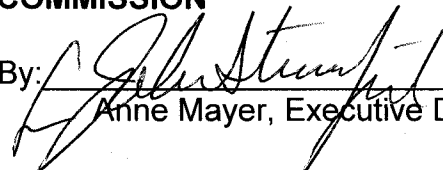
45. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

[SIGNATURES ON FOLLOWING PAGE]

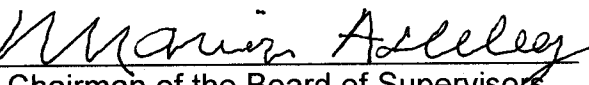
**SIGNATURE PAGE
TO
LICENSE AGREEMENT NO. 14-33-088-00**

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

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

By: 
Anne Mayer, Executive Director

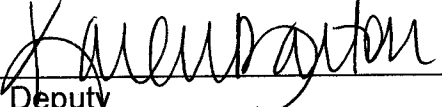
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: 
Chairman of the Board of Supervisors
for the Riverside County Flood Control
and Water Conservation District

~~APPROVED AS TO FORM:~~

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

ATTEST
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

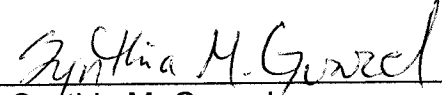
By: 
Synthia M. Gunzel
Deputy County Counsel

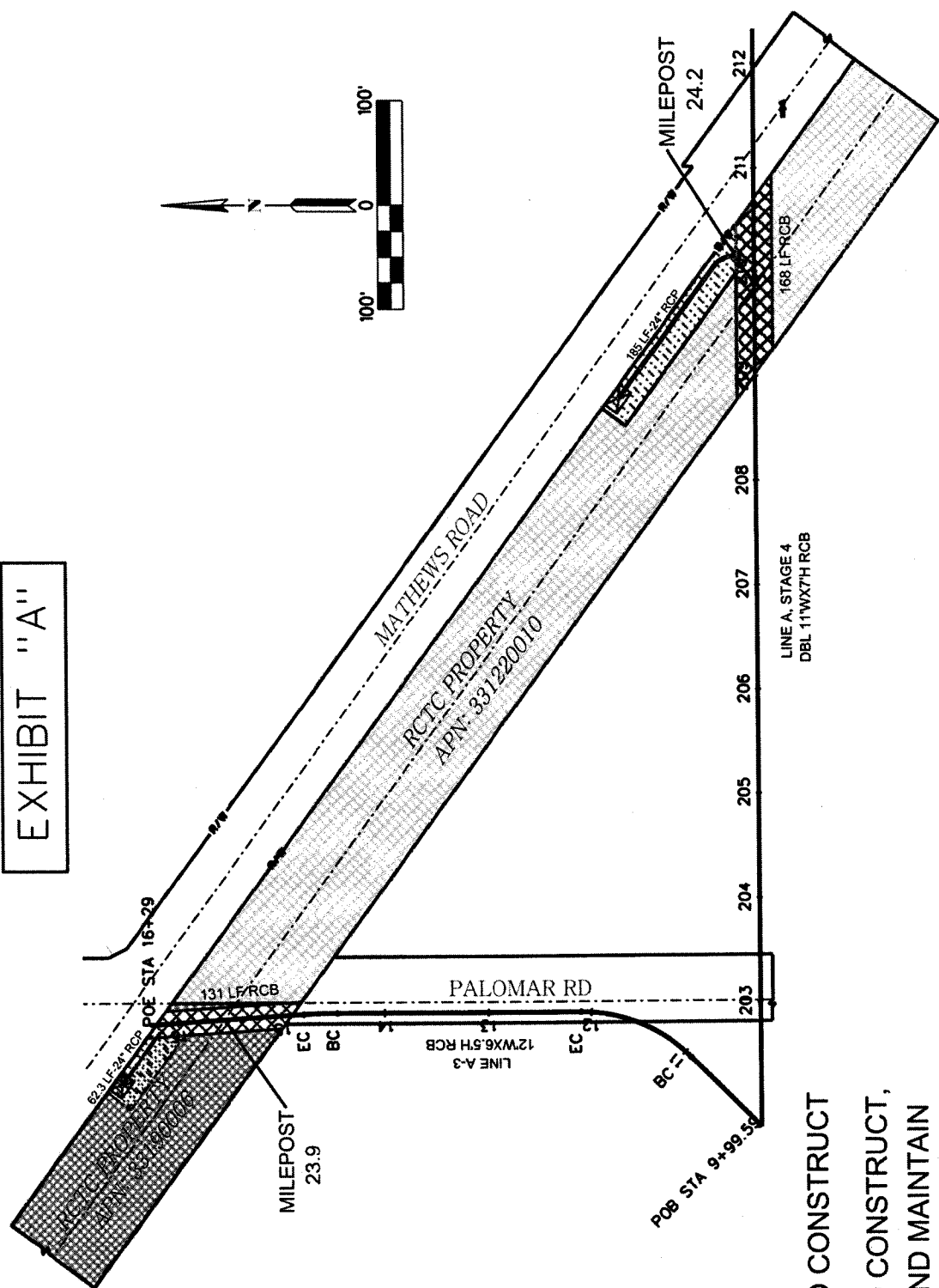
EXHIBIT "A"

DESCRIPTION OF LICENSED PROPERTY

That portion of Assessor Parcel Number 331-220-010 and 331-190-006 as depicted in the attached map and identified as the property subject to the "LICENSE TO CONSTRUCT" and "LICENSE TO CONSTRUCT, OPERATE AND MAINTAIN". The portion of the property identified as subject to the "LICENSE TO CONSTRUCT" shall be included in the definition of the "Licensed Property", as that term is used in the Agreement, only for such time as the Project, as defined in the Agreement, is under construction. Following completion of construction, that property identified in the attached map as subject to the "LICENSE TO CONSTRUCT" shall no longer be considered as part of the Licensed Property.

[map attached behind this page]

EXHIBIT "A"



LEGEND



-  LICENSE TO CONSTRUCT
-  LICENSE TO CONSTRUCT, OPERATE AND MAINTAIN

EXHIBIT "B"

DESIGN PLANS

[attached behind this page]



Exhibit "B"

EXHIBIT "B" SHEET 2 OF 9

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

SCRA AND RCIC NOTES:

- CONTRACTOR SHALL CONTACT THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCORRA), CHRISTOS SOURMELIS 909-394-3418, AT LEAST 5 WORKING DAYS (MONDAY THROUGH FRIDAY) BEFORE STARTING CONSTRUCTION.
- CONTRACTOR SHALL CONTACT THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, RUBY ARELLANO 951-787-7411, AT LEAST 5 WORKING DAYS (MONDAY THROUGH FRIDAY) BEFORE STARTING CONSTRUCTION.
- RAIL TRACK ELEVATIONS OVER THE RCB SHALL BE PROFILED TO DETECT ANY CHANGE IN ELEVATION BEFORE AND AFTER PROFILES SHALL BE PERFORMED BY A LICENSED SURVEYOR.
- A LETTER REPORT FROM THE SURVEYOR SHALL BE SUBMITTED TO SCORRA AND RCIC STATING MONITORING RESULTS, WITHIN SEVEN (7) DAYS OF THE COMPLETION WORK WITHIN THE RCIC R/W. THE REPORT SHALL BE SENT TO CHRISTOS SOURMELIS OF SCORRA AT 279 E. ARROW HIGHWAY, SUITE 101, SAN DIMAS, CA 91773 AND RUBY ARELLANO OF RCIC AT POST OFFICE BOX 12008, RIVERSIDE, CALIFORNIA 92502-2208.
- THE CONTRACTOR SHALL NOTIFY SCORRA, RCIC AND RCICD WITHIN FORTY FIVE (45) DAYS OF THE DATE AND LOCATION FOR FABRICATION OF ROB ELEMENTS. INSPECTIONS OF THESE ELEMENTS WILL BE MADE BY RCICD PERSONNEL DURING FABRICATION. THE CONTRACTOR WILL BE REQUIRED TO PRESENT A COPY OF THE RCICD INSPECTION CERTIFICATION TO THE SCORRA AND RCIC REPRESENTATIVES AT THE CONSTRUCTION COORDINATION MEETING.
- BEFORE EXCAVATING, THE CONTRACTOR MUST DETERMINE WHETHER ANY UNDERGROUND PIPE LINES, ELECTRIC WIRES, OR CABLES, INCLUDING FIBER OPTIC CABLE SYSTEMS, ARE PRESENT AND LOCATED WITHIN THE PROPOSED WORK AREA BY CALLING THE SOUTHERN CALIFORNIA UNDERGROUND SERVICE AGENCY AT 811.
- CONTRACTOR IS TO COMPLETE SCORRA'S TEMPORARY RIGHT OF ENTRY AGREEMENT, FORM 8', THIS FORM IS AVAILABLE ON SCORRA'S WEBSITE AT WWW.METROLINKTRANS.COM ("ABOUT US", AND "ENGINEERING AND CONSTRUCTION").
- THE PRELIM CROSSING CONSTRUCTION WILL BE DONE AS PER SCORRA ENGINEERING STANDARD ES2001.
- ANY PROPOSED EXCAVATION THAT MAY OCCUR IN SCORRA RIGHT-OF-WAY OR THAT MAY AFFECT OPERATIONS ON SCORRA TRACKS MUST ADHERE TO THE DESIGN, SUBMITTAL AND REVIEW REQUIREMENTS PRESENTED IN SCORRA'S EXCAVATION SUPPORT GUIDELINES AND SHALL NOT PROCEED WITHOUT ACCEPTANCE BY SCORRA. THE GUIDELINES ARE AVAILABLE ON SCORRA'S WEBSITE WWW.METROLINKTRANS.COM, (ABOUT US, AND ENGINEERING AND CONSTRUCTION).

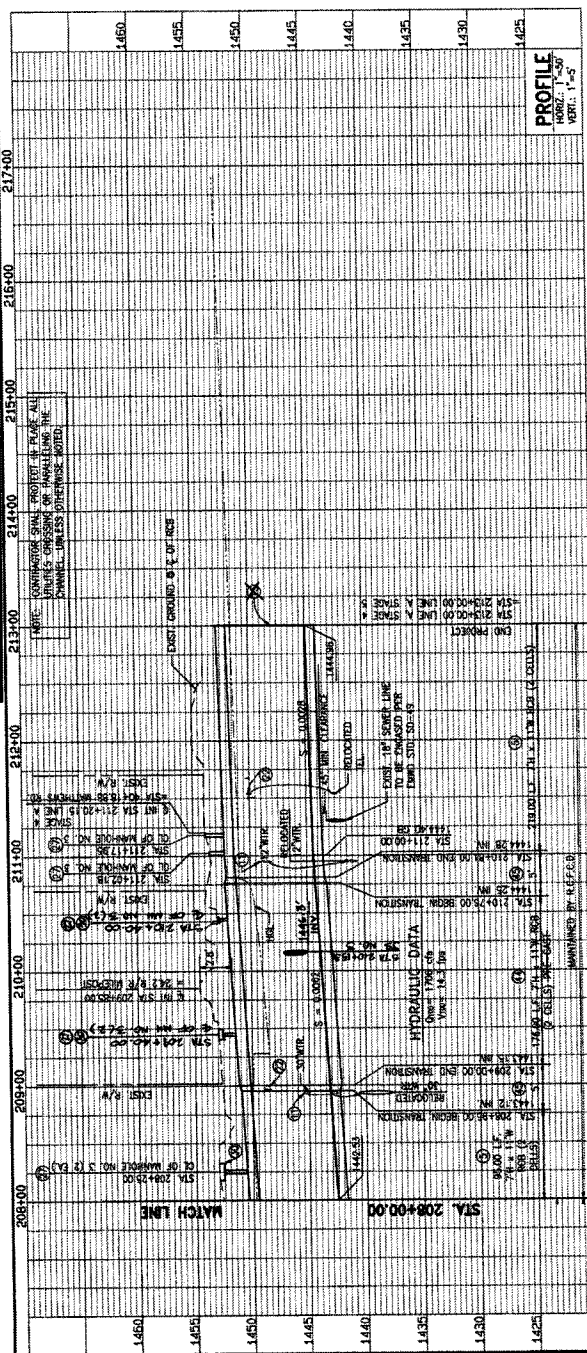
 <p>Don't Dig... Until You Call U.S. Toll Free 1-800-4-A-ROAD For more information call 951-787-7411 or visit our website at www.rcwcd.com</p>		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION						
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<p>DESIGNED BY: MICHAEL ARMENTA DATE: 08/05/14</p> <p>APPROVED BY:  DATE: 08/05/14</p>		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION						
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RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

ROMOLAND MDP LINE A
 STAGE 4

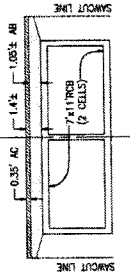
TITLE SHEET
 SCORRA AND RCIC NOTES

EXHIBIT "B" SHEET 3 OF 9



NOTES

1. CONSTRUCT 7.0'x11'x11" RCB (2 CELLS) PER CUTTINGS, STD. DET.
2. EXISTING WATER LINES TO BE RELOCATED PER R.C.F.C.D. & R.C.T.O. RIGHT-OF-WAY.
3. EXISTING TELEPHONE LINES TO BE RELOCATED BY OTHERS.
4. REMOVE EXISTING TELEPHONE LINES WITHIN R.C.F.C.D. & R.C.T.O. RIGHT-OF-WAY.
5. REMOVE EXISTING TELEPHONE LINES WITHIN R.C.F.C.D. & R.C.T.O. RIGHT-OF-WAY.
6. EXISTING TELEPHONE LINE TO BE RELOCATED BY OTHERS.
7. CONSTRUCT TELEPHONE MANHOLE NO. 3 PER R.C.F.C.D. STD. DIMS. INSETS.
8. CONSTRUCT 7' x 7' x 6" CONCRETE APPROX. W/ #4 @ 18" EACH WAY.
9. CONSTRUCT 7.0'x11'x11" RCB (2 CELLS) PER DETAIL PER DETAIL ON SHEET 20A.
10. TRANSITION FROM 7.0'x11'x11" RCB (2 CELLS) TO 7.0'x11'x11" PRE-CAST RCB.
11. CONSTRUCT CONCRETE DEEP INLET PER R.C.F.C.D. STD. DET. SEE SHEET 20A FOR DETAILS. 24" R.C.T. CLASSES II, ELEV. 1445.50.
12. CONSTRUCT JUNCTION NO. 3 PER R.C.F.C.D. STD. DET. 3522B.
13. GRADE TO DRAIN AWAY FROM FAIRBOARD TRACES.



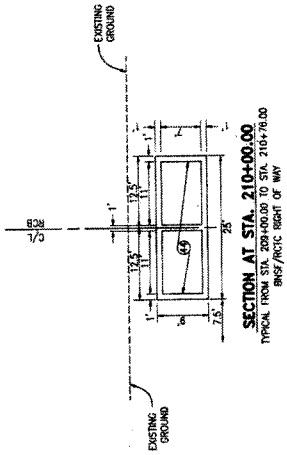
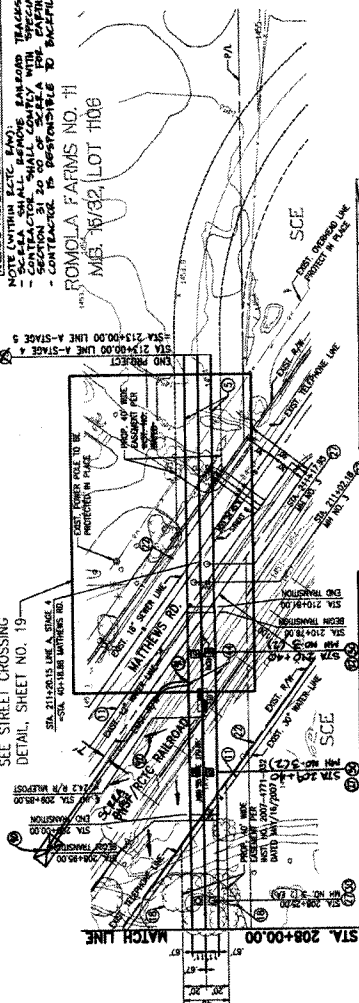
**MATTHEWS ROAD
REMOVE AND REPLACE SECTION**
N.T.S.

NOTE: A BEARBY BENTONITE AND SURTABLE MARKER SHALL BE PLACED AT EACH UNDERGROUND PROPERTY LINE WHERE IT IS CROSSED BY AN UNDERGROUND IMPROVEMENT. THE MARKER SHALL BE PLACED AT THE POINT OF CROSSING OR PARALLEL TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

NOTE: THE CONTRACTOR SHALL PLACE A 1" LAYER OF GEOTEXTILE FABRIC IN THE BOTTOM OF THE PRECAST SECTION BOX FOR BEST PERFORMANCE.

SEE-BEES- AND RCTC NOTESNO. 6-ON SHEET 1A

NOTE: THE CONTRACTOR SHALL PLAN, SCHEDULE AND CONDUCT ALL WORK ACTIVITIES SO AS NOT TO INTERFERE WITH THE MOVEMENT OF ANY TRAFFIC ON THE PROPERTY.



PLAN

NOTE: THE CONTRACTOR SHALL PLACE A 1" LAYER OF GEOTEXTILE FABRIC IN THE BOTTOM OF THE PRECAST SECTION BOX FOR BEST PERFORMANCE.

SEE-BEES- AND RCTC NOTESNO. 6-ON SHEET 1A

NOTE: THE CONTRACTOR SHALL PLAN, SCHEDULE AND CONDUCT ALL WORK ACTIVITIES SO AS NOT TO INTERFERE WITH THE MOVEMENT OF ANY TRAFFIC ON THE PROPERTY.

TRANSPORTATION DEPARTMENT

APPROVED BY: *[Signature]* DATE: 12/18/07



SEAL-COUNTY COUNTY OF RIVERSIDE



CITY OF RIVERSIDE

APPROVED BY: *[Signature]* DATE: 12/18/07

PREPARED BY: *[Signature]* DATE: 12/18/07

PROJECT NO. 4-0-310
DRAWING NO. 4-846
SHEET NO. 12 OF 31

IP050154 MS4051

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

DESIGNED BY: J.C.
DRAWN BY: R.L.
DATE: NOV-2007

APPROVED BY: *[Signature]* DATE: 11/21/2007

REVISIONS

DATE: 11/21/2007

EXHIBIT "B" SHEET 6 OF 9

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ROMOLAND MDP-LINE A-3 STAGE 1

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

- MP253 HANDLE NO. 3
- CH229 TRAPEZOIDAL CHANNEL
- CH230 TRANSITION STRUCTURE
- CH231 CHANNEL WALL
- CH232 CHANNEL FENCE AND GATE
- MB14 APPROXIMATIONS AND SYMBOLS
- MB15 RECORDING AND PAY LINES
- MB16 CONCRETE BLOCKHEAD
- J5226 JUNCTION STRUCTURE NO. 1

CALTRANS STANDARDS

- 811-47 COBE REINFORCING CONCRETE DOUBLE BOX CULVERT
- 812 PARAPET WALL
- 813 MARKED SHOULDER
- 814 DRAINAGE INLET (TYPE C1)

APWA STANDARD

- 810-1 RETAINING WALL (TYPE 1)
- SEE SHEET 1A AND SPECIAL TENDRONS FOR SEEA-BASE AND RCTC NOTES: AND ETC NOTES.

GENERAL NOTES

1. ALL CHANNELS SHALL BE CONSTRUCTED TO THE CENTERLINE OF CONSTRUCTION.
2. ALL CHANNELS SHALL HAVE REFERENCES AND CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
3. TOPOGRAPHY BY AERIAL PHOTOGRAPHS TAKEN AT AN ALTITUDE NOT EXCEEDING 1000 FEET SHALL BE USED FOR THE CONTOUR INTERVAL OF 1000 FEET. PHOTOGRAPHY DATED 11-15-03.
4. THE VERTICAL CURVE IS DERIVED FROM (MVD, 70).
5. CONFORM TO R.C.F.C. & W.C.D. STD. DRAWINGS.
6. AVAILABLE INFORMATION AND DATA SHOWN APPROXIMATELY ON THESE PLANS. ALL DIMENSIONS AND LOCATIONS SHALL BE PRODUCED AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR IS REQUIRED TO CONDUCT ALL UTILITY LOCATIONS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
8. ALL OPENINGS RESULTING FROM CUTTING OR PARTIAL REMOVAL OF EXISTING STRUCTURES SHALL BE SEALED AT BOTH ENDS WITH A MIN. CLASS "B" CONCRETE OR REINFORCED.
9. ALL STRUCTURES SHALL BE CONSTRUCTED TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
10. APPROX. SIZE BEING LOCATED PER SOILS REPORT DATED 09/18/2003.
11. THE RC BOX WALL AND SLAB THICKNESSES SHALL BE INCREASED TO HAVE 2" / 1" CONCRETE COVER BETWEEN THE INSIDE ROBS AND THE REINFORCING STEEL FOR FLOW VELOCITIES BETWEEN 20 AND 30 FPM TO 5000 FPM AND SPEEDS GREATER THAN 30 TO 50 FPM = 6000 FPM UNLESS OTHERWISE SPECIFIED.
12. THE CONTRACTOR SHALL CONSTRUCT THE FLOOD CONTROL IMPROVEMENTS SHOWN ON THESE PLANS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT WATER CONSERVATION DISTRICTS MAINTENANCE MANUAL STANDARD DRAWINGS DATED 09/18/2003.
13. AN ENRICHMENT PERMIT IS REQUIRED FROM R.C.F.C. PLEASE CONTACT MAURICE SHAM AT (951) 955-8730. IF AN ENRICHMENT PERMIT IS NOT OBTAINED BY 09/18/2003, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE PERMIT.

- CONTRACTOR SHALL CONTACT THE BURNINGTON MORTENSON, SANTA FE (BMS) FOUNDRY, 4400 GONZALES, PHONE NO. 951-366-4081, AT LEAST FIVE (5) WORKING DAYS (MONDAY THROUGH FRIDAY) BEFORE STARTING CONSTRUCTION.
- CONTRACTOR SHALL CONTACT THE BURNINGTON MORTENSON, SANTA FE (BMS) FOUNDRY, 4400 GONZALES, PHONE NO. 951-366-4081, AT LEAST FIVE (5) WORKING DAYS (MONDAY THROUGH FRIDAY) BEFORE STARTING CONSTRUCTION.
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STRUCTURAL DETAILS	2-14
GRADING DETAILS	15
PRE-CAST-ROB-BEAMS-(MVD-74)	16-19
LATERAL A-3-3 PLAN & PROFILE	20
PAVEMENT PRE-CAST ROB DETAILS (R/C/CONCRETE)	21
E.A.W.D. WATER CROSSING	22
E.A.W.D. WATER CROSSING	23
E.A.W.D. WATER CROSSING	24
E.A.W.D. WATER CROSSING	25

MAINTENANCE RESPONSIBILITIES:

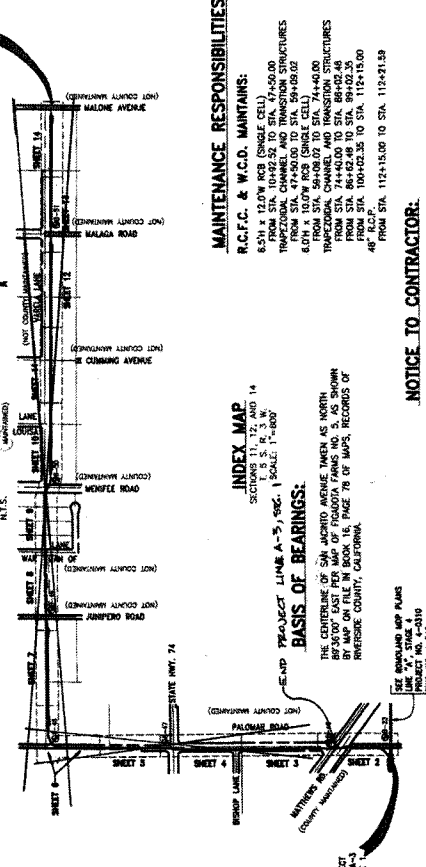
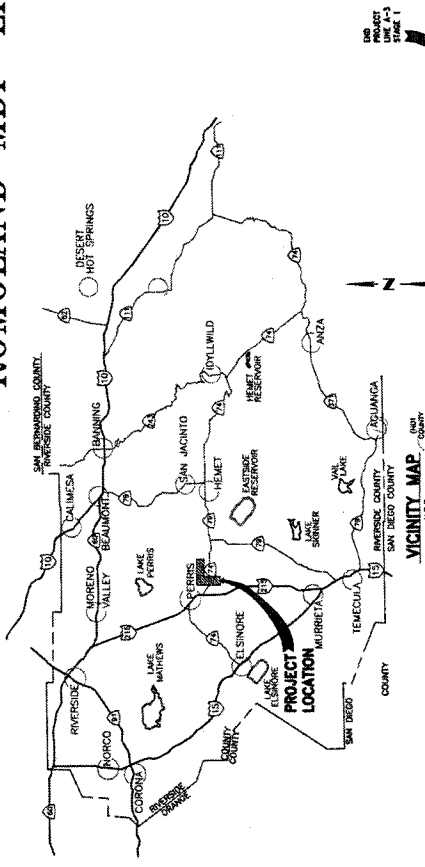
- R.C.F.C. & W.C.D. MAINTAINS:**
- 6.0" x 10.0" ROB (SINGLE CELL)
 - 6.0" x 10.0" ROB (DOUBLE CELL)
 - 6.0" x 10.0" ROB (SINGLE CELL) (MALAGA, CA)
 - FROM STA. 99+02.35 TO STA. 100+02.35
- CONTRACTOR MAINTAINS:**
- 6.0" x 10.0" ROB (SINGLE CELL)
 - 6.0" x 10.0" ROB (DOUBLE CELL)
 - 6.0" x 10.0" ROB (SINGLE CELL) (MALAGA, CA)
 - FROM STA. 100+02.35 TO STA. 112+15.00

NOTICE TO CONTRACTOR:

THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES (GUY WIRE, STRUCTURES, ETC) SHOWN ON THESE PLANS WERE ASCERTAINED BY A REVIEW OF RECORDS PROVIDED BY THESE MEMBER AGENCIES AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN.

THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. LOCATIONS OF UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION TO EACH WORKING DAY.

CALL UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-227-2900 AT LEAST 2 WORKING DAYS PRIOR TO EACH WORKING DAY.



INDEX MAP

SECTIONS 11, 12, AND 14
SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

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CALL UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-227-2900 AT LEAST 2 WORKING DAYS PRIOR TO EACH WORKING DAY.

TRANSPORTATION DEPARTMENT
APPROVED BY: *[Signature]*
DATE: 12/18/07

SEAL-COUNTY
COUNTY OF RIVERSIDE
APPROVED BY: *[Signature]*
DATE: 12/18/07

WEBB
2780 BUCKLEY ST.
RIVERSIDE, CA 92506
TEL: (951) 688-1070
FAX: (951) 789-1280

PREPARED BY: *[Signature]*
R.C.C. NO. 44762 Exp. DATE 3-31-08

PROGRESS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
PROJECT NO. 050154 MS 4051
PERMIT NUMBER: 08-05-N-MC-0356

ROMOLAND MDP
LINE A-3 STAGE 1

TITLE SHEET

SHEET NO. 6 OF 25

DATE: 1-3-08

APPROVED BY: *[Signature]*
DATE: 1-3-08

DATE: 1-3-08

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

SCRRA AND RCIC NOTES:

- CONTRACTOR SHALL CONTACT THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) CHRISTOS SOURNELIS 909-344-3418, AT LEAST 5 WORKING DAYS (MONDAY THROUGH FRIDAY) BEFORE STARTING CONSTRUCTION.
- CONTRACTOR SHALL CONTACT THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, RUBY ARELLANO 951-787-7141, AT LEAST 5 WORKING DAYS (MONDAY THROUGH FRIDAY) BEFORE STARTING CONSTRUCTION.
- RAIL TRACK ELEVATIONS OVER THE RCIC SHALL BE PROFILED TO DETECT ANY CHANGE IN ELEVATION, BEFORE AND AFTER PROFILES SHALL BE PERFORMED BY A LICENSED SURVEYOR.
- A LETTER REPORT FROM THE SURVEYOR SHALL BE SUBMITTED TO SCRRA AND RCIC STATING MONITORING RESULTS, WITHIN SEVEN (7) DAYS OF THE COMPLETION WORK WITHIN THE RCIC R/W. THE REPORT SHALL BE SENT TO CHRISTOS SOURNELIS OF SCRRA AT 278 E. ARROW HIGHWAY, SUITE 101, SAN DIMAS, CA 91773 AND RUBY ARELLANO OF RCIC AT POST OFFICE BOX 12008, RIVERSIDE, CALIFORNIA 92502-2208.
- THE CONTRACTOR SHALL NOTIFY SCRRA, RCIC AND RCICD WITHIN FORTY FIVE (45) DAYS OF THE DATE AND LOCATION FOR FABRICATION OF RIB ELEMENTS. INSPECTIONS OF THESE ELEMENTS WILL BE MADE BY RCICD PERSONNEL DURING FABRICATION. THE CONTRACTOR WILL BE REQUIRED TO PRESENT A COPY OF THE RCICD INSPECTION CERTIFICATION TO THE SCRRA AND RCIC REPRESENTATIVES AT THE CONSTRUCTION COORDINATION MEETING.
- BEFORE EXCAVATING, THE CONTRACTOR MUST DETERMINE WHETHER ANY UNDERGROUND PRE LINES, ELECTRIC WIRES, OR CABLES, INCLUDING FIBER OPTIC CABLE SYSTEMS, ARE PRESENT AND LOCATED WITHIN THE PROJECT WORK AREA BY CALLING THE SOUTHERN CALIFORNIA UNDERGROUND SERVICE ALERT AT 811.
- CONTRACTOR IS TO COMPLETE SCRRA'S TEMPORARY RIGHT OF ENTRY AGREEMENT, FORM #1. THIS FORM IS AVAILABLE ON SCRRA'S WEBSITE AT WWW.METROLINKTRANS.COM ("ABOUT US", AND "ENGINEERING AND CONSTRUCTION").
- THE PRELIMINARY CROSSING CONSTRUCTION WILL BE DONE AS PER SCRRA ENGINEERING STANDARD ESS001.
- ANY PROPOSED EXCAVATION THAT MAY OCCUR IN SCRRA RIGHT-OF-WAY OR THAT MAY AFFECT OPERATIONS ON SCRRA TRACKS MUST ADHERE TO THE DESIGN, SUBMITTAL AND REVIEW REQUIREMENTS PRESENTED IN SCRRA'S EXCAVATION SUPPORT GUIDELINES AND SHALL NOT PROCEED WITHOUT ACCEPTANCE BY SCRRA. THE GUIDELINES ARE AVAILABLE ON SCRRA'S WEBSITE WWW.METROLINKTRANS.COM ("ABOUT US", AND "ENGINEERING AND CONSTRUCTION").

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT WATER ENGINEERING DIVISION PROJECT NO. 4-0-00431 DRAWING NO. 4-871 SHEET NO. 1A OF 25	
ROMOLAND MDP LINE A-3 STAGE 1 TITLE SHEET SCRRA AND RCIC NOTES	
DESIGNED BY: RICHARD MUSTATA RICHARD MUSTATA, P.E. DATE: 08/15/2014	APPROVED BY: [Signature] DATE: 08/22/2014
REVISIONS NO. DATE DESCRIPTION 1 08/15/14 [unclear] [unclear] 2 08/15/14 [unclear] [unclear] 3 08/15/14 [unclear] [unclear] 4 08/15/14 [unclear] [unclear] 5 08/15/14 [unclear] [unclear] 6 08/15/14 [unclear] [unclear] 7 08/15/14 [unclear] [unclear] 8 08/15/14 [unclear] [unclear] 9 08/15/14 [unclear] [unclear] 10 08/15/14 [unclear] [unclear] 11 08/15/14 [unclear] [unclear] 12 08/15/14 [unclear] [unclear] 13 08/15/14 [unclear] [unclear] 14 08/15/14 [unclear] [unclear] 15 08/15/14 [unclear] [unclear] 16 08/15/14 [unclear] [unclear] 17 08/15/14 [unclear] [unclear] 18 08/15/14 [unclear] [unclear] 19 08/15/14 [unclear] [unclear] 20 08/15/14 [unclear] [unclear] 21 08/15/14 [unclear] [unclear] 22 08/15/14 [unclear] [unclear] 23 08/15/14 [unclear] [unclear] 24 08/15/14 [unclear] [unclear] 25 08/15/14 [unclear] [unclear]	DATE
DESCRIPTION	DATE

EXHIBIT "C"

HAZARDOUS MATERIALS ALLOWANCES

The Parties acknowledge and agree that RCTC is not providing an exception for any Hazardous Material. As such, Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, handled, transported, treated or disposed of on or about the RCTC Property.

EXHIBIT "C"

EXHIBIT "D"

INSURANCE REQUIREMENTS

Licensee shall obtain, and shall require any consultant or contractor entering the Licensed Property on its behalf to obtain insurance of the types and in the amounts described below and satisfactory to the RCTC.

A. Commercial General Liability Insurance. Licensee shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than **\$2,000,000** 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 coverage for, but not be limited to: (i) bodily injury and property damage; (ii) personal injury and advertising injury; (iii) fire legal liability; and (iv) products and completed operations. Such insurance policy or policy endorsement shall:

1. Include the RCTC, its officials, officers, employees, agents, and consultants as additional insureds with respect to the Licensed Property and Licensee's installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that Licensee undertakes with respect to the Facility;
2. Not contain special limitations on the scope of coverage or the protection afforded to RCTC, its officials, officers, employees, agents and consultants as additional insureds;
3. Be primary with respect to any insurance or self-insurance programs covering RCTC, its officials, officers, employees, agents and consultants; and
4. Contain standard separation of insured provisions.
5. Contain a waiver of subrogation that waives any right the insurer has against RCTC for any claims or suits.
6. Not include any restrictions related to indemnity for work performed within fifty (50) feet of RCTC's railroad right-of-way/tracks.

B. Railroad Protective Liability. Licensee shall, in connection with the Licensed Property and Licensee's installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that Licensee undertakes with respect to the Facility, acquire and keep in force during the period of such activities **\$2,000,000** (combined single limit)/ **\$6,000,000** (aggregate limit) of railroad protective liability insurance naming only RCTC as the insured.

C. Automobile Liability. Licensee shall acquire and maintain during the period of

the Project, automobile liability with a combined single limit of one million dollars (\$1,000,000).

D. Pollution Liability Insurance. If the Project will result in exposure of hazardous materials to the Licensed Property, either directly by Licensee or by its contractors, or if the Facility is used to carry Hazardous Materials, Licensee shall acquire and maintain during the period of the Project pollution liability insurance with a combined single limit of one million dollars (\$1,000,000) and a general aggregate limit of two million dollars (\$2,000,000). Such insurance shall comply with all applicable provisions of this **Exhibit "D"**.

E. Workers' Compensation Insurance. Licensee shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than **\$1,000,000** each accident.

F. Certificates of Insurance. Licensee shall, prior to (i) entering the Licensed Property or (ii) performing any installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that Licensee undertakes with respect to the Facility, furnish RCTC with properly executed certificates of insurance and, if requested by RCTC, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to RCTC. RCTC shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

G. Coverage Maintenance. Licensee shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement and shall not allow any lapse in coverage. Further, Licensee shall maintain such insurance from the execution of this Agreement until the Facility is removed and the Licensed Property fully restored, except as otherwise provided in this Agreement.

H. Licensed Insurer. Licensee 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.