



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.2
(ID # 5885)

MEETING DATE:

Tuesday, December 5, 2017

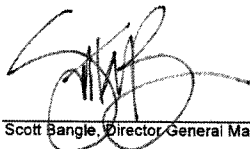
FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Adoption of Resolution No. 2017-12, Acceptance of Easement Deed from Orange County Flood Control District (OC Flood) related to the development Santa Ana River Trail; CEQA Exempt; District 2; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Finds the proposed conveyance to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); and
2. Adopt Resolution No. 2017-12 authorizing the Riverside County Regional Park and Open-Space District to accept the Easement Deed from Orange County Flood Control District; and
3. Authorize the Chairman of the Board of Directors to execute the Easement Deed on behalf of the Regional Park and Open-Space District.

ACTION: Policy




Scott Bangle, Director General Manager / Park Director 11/20/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 2017
xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	17/18

BACKGROUND:

SUMMARY:

The development and construction of the Santa Ana River Trail (SART) relies on the coordination and cooperation of many different agencies to ensure the impacts of the project are minimized, both financially and environmentally. The District is obtaining a sewer easement from OC Flood to allow for the modification of existing infrastructure in preparation for the development of a staging area along the SART.

IMPACT ON CITIZENS AND BUSINESSES

The easement will allow the existing infrastructure improvements to be made in conjunction with other work and speed up the timeline for trail completion.


ATTACHMENTS

Easement Deed with exhibits

Resolution No. 2017-12


Alex Gann

11/27/2017


Gregory V. Priamos, Director County Counsel

11/20/2017

1 Board of Directors

Riverside County Regional
Park & Open-Space District

2
3
4 RESOLUTION NO. 2017-12
5 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
6 PARK AND OPEN-SPACE DISTRICT TO ACCEPT EASEMENT DEED FROM ORANGE
7 COUNTY FLOOD CONTROL DISTRICT

8 WHEREAS, the Riverside County Regional Park and Open-Space District ("District")
9 requested a sewer easement in order to modify infrastructure as part of the development of a
10 staging area for the Santa Ana River Trail; and,

11 WHEREAS, the Orange County Flood Control District, a body corporate and politic, is
12 the owner of certain real property located in the County of Riverside, State of California, and has
13 agreed to convey a non-exclusive subsurface sewer easement with rights of ingress and egress
14 to the District as described and shown on Exhibits A and B, attached hereto and by this
15 reference incorporated herein; now, therefore,

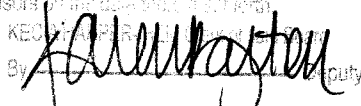
16 BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Directors for the
17 Riverside County Regional Park and Open-Space District hereby:

- 18 1. Finds the proposed conveyance to be categorically exempt from the California
19 Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section
20 15301 and 15061(b)(3) because this involves conveyance of an easement to
21 make minor modifications to existing sewer facilities with no or negligible
22 expansion of an existing use fill occur and with certainty there is no possibility
23 that the proposed project will have a significant effect on the environment.
- 24 2. Accepts the Easement Deed as described and shown on Exhibits A and B from
25 the Orange County Flood Control District.
- 26 3. Authorizes the Chairman of the Board of Directors to execute the Easement
27 Deed to complete the conveyance of this easement interest.

28 ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a
resolution duly adopted by the Board of Super-
visors on the date that is set forth.

KEVIN WASHINGTON
By:  Deputy

12.05.17 13.2D

FORM APPROVED COUNTY COUNSEL
BY:  11-20-17
DATE: CYNTHIA M. GUNZEL

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:**

Riverside County Regional Park
and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

APN: 102-020-005

DOCUMENTARY TRANSFER TAX \$ _____

- ___ Computed on the consideration or value of property conveyed
- ___ Exempt per Revenue & Taxation Code Section 11922
- ___ Exempt from Recording Fees per Govt. Code Section 27383

By: _____
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

- Unincorporated Area
- Incorporated -

Parcel No: E01-
Project: Santa Ana River Trail and Staging Area Project

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,
hereinafter referred to as "**DISTRICT**,"

does hereby grant to

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created
pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3,
hereinafter referred to as "**GRANTEE**," its, successor and assigns,

a non-exclusive subsurface easement for sewer line in, under, over, and across that certain real property
(hereinafter referred to as "**Easement Area**") described in "**Exhibit A**," and illustrated in "**Exhibit B**," which
exhibits are attached hereto and by this reference made a part hereof. DISTRICT and GRANTEE, may
sometimes hereinafter be individually referred to as "**Party**" or jointly as "**Parties**".

GRANTEE'S rights shall include rights to *construct, reconstruct, maintain, operate, repair, alter and replace*
a subsurface sewer line ("**Facilities**") within the Easement Area and shall include reasonable access to the
Easement Area for the purpose of exercising the rights herein granted.

It is understood and agreed by the Parties hereto and their successors and assigns that the easement and right
of way herein granted in this easement deed ("**Easement Deed**") shall be subject to the following terms,
conditions and reservations:

DEC 05 2017 13.2D

1. CONSTRUCTION AND MAINTENANCE (PMES2.2S)

GRANTEE shall have all construction and/or maintenance plans approved in writing by DISTRICT'S Director OC Public Works, or designee, (hereinafter referred to as "**Director**") prior to commencement of any work in, on or about the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion.

Director's approval of GRANTEE'S construction and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. DISTRICT is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of GRANTEE'S construction and/or maintenance plans. Director will rely on the professional expertise of the Engineer of Record when approving GRANTEE'S construction and/or maintenance plans.

GRANTEE hereby acknowledges that the Easement Area lies within an area over which a dike will be constructed at a future date. GRANTEE shall perform all construction and/or maintenance in such a manner that will allow for unobstructed flood control operations and maintenance of the Easement Area by DISTRICT.

Should it be necessary for GRANTEE to conduct any construction or excavation activities or otherwise disturb the surface of the Easement Area subsequent to the completion of the initial installation of GRANTEE'S Facilities, GRANTEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans, and obtain a permit for construction from the County of Orange ("**County**") with payment of normal processing fees therefor prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area.

GRANTEE shall, at no cost to DISTRICT, maintain in good repair and in safe condition all Facilities constructed, used or placed upon the Easement Area by or on behalf of GRANTEE pursuant to this Easement Deed.

2. REMOVAL AND/OR ABANDONMENT (PMES3.1S)

GRANTEE agrees that in the event (a) GRANTEE'S Facilities are no longer required, or (b) GRANTEE'S use of said Facilities ceases for a continuous period of more than one (1) year without written notice from GRANTEE to DISTRICT of the circumstances affecting such suspension and of GRANTEE'S intention to resume usage of the Facilities, GRANTEE shall, at Director's request and at no cost to DISTRICT, remove and/or abandon said Facilities within ninety (90) days after receipt of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, GRANTEE shall, at no cost to DISTRICT, restore the Easement Area to the condition that existed prior to the granting of this Easement Deed, to Director's satisfaction.

GRANTEE shall also execute and deliver to Director, within ninety (90) days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

3. RELOCATION (PMES4.1S)

GRANTEE agrees that in the event GRANTEE'S Facilities shall at any time interfere with the operation, maintenance, replacement, or improvement of DISTRICT'S property as determined by Director, GRANTEE shall, within two hundred forty (240) days of receipt of written notice from Director, commence and diligently

pursue to completion the removal and relocation of GRANTEE'S Facilities to an alternate site, at GRANTEE'S sole cost and expense. In such instance, DISTRICT shall endeavor to locate an alternate site for GRANTEE'S Facilities within DISTRICT-owned property. If an alternate site is not available on DISTRICT-owned property, GRANTEE agrees to diligently work to find an alternate location for the facilities that may accommodate the needs of both PARTIES. All other terms and conditions of this Easement Deed shall remain the same.

In the event GRANTEE fails to perform its obligations to commence and diligently pursue removal of its Facilities as provided under this section, in addition to any other rights or remedies available to DISTRICT, Director, at Director's option after sixty (60) days' written notice to GRANTEE, may cause the removal of any of GRANTEE'S Facilities from the Easement Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, and a fifteen percent (15%) administration fee of such costs, shall be paid by GRANTEE within fifteen (15) days following a receipt of a statement of said costs from Director.

4. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.2S)

GRANTEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area.

In addition, GRANTEE shall ensure that all construction in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the Auxiliary Embankment nor into DISTRICT'S flood control system.

No approvals or consents given hereunder by DISTRICT, as a Party to this Easement Deed, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

5. HOLD HARMLESS (PMES7.2S)

GRANTEE acknowledges the Easement Area is within the area of DISTRICT'S Auxiliary Embankment and other flood control facilities and may be subject to all hazards associated with flood conditions and GRANTEE agrees to assume all risks, financial or otherwise, associated therewith.

GRANTEE hereby releases and waives all claims and recourse against DISTRICT and County including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this Easement Deed, including any damage to or interruption of use of GRANTEE'S Facilities caused by erosion, flood, or flood overflow conditions of the Auxiliary Embankment or DISTRICT'S other flood control facilities, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Auxiliary Embankment or other flood control facilities, or by DISTRICT'S flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over

the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees, except for liability arising out of the concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant(s) in a lawsuit, GRANTEE shall notify Director of such fact and shall represent DISTRICT/County in such legal action unless DISTRICT/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, GRANTEE shall pay to DISTRICT/County its/their litigation costs, expenses, and attorneys' fees. If judgment is entered against DISTRICT/County and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and GRANTEE, DISTRICT and GRANTEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

For purposes of this section, GRANTEE acknowledges and agrees that DISTRICT shall not be deemed negligent in the maintenance and/or operation of the Auxiliary Embankment and/or other flood control facilities in on over or about the Easement Area if DISTRICT operates and maintains the Auxiliary Embankment and other flood control facilities in substantial conformance with standard DISTRICT practices used for similar DISTRICT facilities.

6. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.2S)

GRANTEE shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If GRANTEE breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which GRANTEE is legally liable to DISTRICT for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless, DISTRICT and/or County, and their elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE'S use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by DISTRICT in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, the County, the state of California, or the United States government.

7. RESERVATIONS (PMES9.1S)

DISTRICT hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted. DISTRICT also reserves the right to grant easements, rights of way, and permits in, over, upon, through across, and along any and all portions of the Easement Area as will not interfere unreasonably with or prohibit the use by GRANTEE of the rights and easement herein granted.

8. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)

This Easement Deed is subject to existing contracts, leases, licenses, easements, encumbrances and claims which may affect the Easement Area, and the use of the word "grant" herein shall not be construed as a

covenant against the existence of any thereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or DISTRICT'S interest therein.

9. TAXES AND ASSESSMENTS (PMES11.1S)

Should this Easement Deed create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon fixtures, equipment, or other property installed, constructed or used by GRANTEE thereon in connection with this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due. The Parties hereto acknowledge that the GRANTEE is public entity and may be exempt from payment of any real property taxes.

10. NOTICES (PMES12.1S)

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery and so given shall be deemed to have been given upon receipt.

To DISTRICT:

Orange County Flood Control District
c/o CEO Real Estate
P.O. Box 4048
Santa Ana, CA 92702-4048

To GRANTEE:

Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

11. VENUE (PMES13.1S)

The Parties hereto agree that this Easement Deed has been negotiated and executed in the state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Easement Deed, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Riverside, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

12. WAIVER OF RIGHTS (PMES14.1S)

The failure of DISTRICT to insist upon strict performance of any of the terms, covenants, or conditions of this Easement Deed shall not be deemed a waiver of any right or remedy that DISTRICT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Easement Deed thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Easement Deed.

13. SEVERABILITY (PMES15.1S)

If any term, covenant, condition, or provision of this Easement Deed is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14. ATTORNEYS' FEES (PMES16.1S)

In any action or proceeding brought to enforce or interpret any provision of this Easement Deed, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

15. SUCCESSORS AND ASSIGNS (PMES18.1S)

The terms, covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

16. AUTHORITY (PMES20.1S)

The Parties to this Easement Deed represent and warrant that this Easement Deed has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

//

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Approved as to Form
Office of the County Counsel
Orange County, California

By: Michael A. Havel
Deputy

Date: 9/22/17

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: Shane L. Silsby
Shane L. Silsby, Director
OC Public Works
Pursuant to Section 1-4-225 of the Codified
Ordinances of the County of Orange

GRANTEE'S signature on following page

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
County of Orange)

On September 27, 20 17 before me, E. Scott Burns, Notary Public, personally
(Insert name of Notary Public & title)
appeared Shane L. Silsby

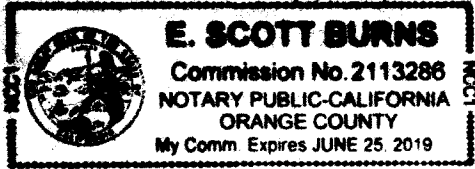
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature E. Scott Burns

(Seal)
210



Approved as to Form:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Supervising Deputy County Counsel

Date: 11-27-17

GRANTEE

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN SPACE DISTRICT

By: [Signature]
Kevin Jeffries, Chairman
Board of Directors for the Riverside County
Regional Park and Open-Space District

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
County of Orange)

On _____, 20____ before me, _____, personally
(Insert name of Notary Public & title)

appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

210

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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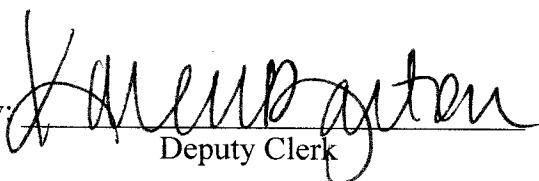
On December 5, 2017, before me, Karen Barton, Board Assistant, personally appeared Kevin Jeffries, Chairman of the Board of Directors of the Regional Park and Open-Space District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

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EXHIBIT "A"
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL 1: (SEWER EASEMENT)

That portion of the Tomas Yorba Allotment, in the Rancho La Sierra, as per map recorded in Book 2, Page 7 of Maps, in the Office of the County Recorder of San Bernardino County, California, in the County of Riverside, State of California, described as follows:

A strip of land 20.00 feet wide, the centerline of which is described as follows:


COMMENCING at the intersection of the southwesterly right of way line of the County Highway (Pomona-Rincon Road, now Auto Center Drive) conveyed to the County of Riverside by deed recorded November 6, 1914 in Book 406, Page 15 of Deeds, in the Office of the County Recorder of said Riverside County and the northwesterly line of that certain 200.00 foot strip of land conveyed to the Atchison, Topeka and Santa Fe Railroad Company, by deed recorded October 20, 1942 in Book 559, Page 226 of Official Records, in the Office of the County Recorder of said Riverside County; thence along said southwesterly right of way line North 57°47'45" West 350.69 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 330.00 feet, said point being the easterly terminus of that certain curve having a radius of 330.00 feet as described in Easement Deed to the City of Corona recorded August 2, 2011 as Document Number 2011-0338198 of Official Records of said Riverside County, a radial bearing to said point bears South 09°46'40" West; thence leaving said southwesterly right of way line northwesterly 4.22 feet along said curve through a central angle of 00°44'00" to the northerly corner of said Easement Deed; thence along the northwesterly line of said Easement Deed South 32°12'43" West 72.22 feet to the **TRUE POINT OF BEGINNING**; thence North 64°38'57" West 210.65 feet; thence North 56°38'57" West 234.94 feet to the **POINT OF TERMINUS**.

The sidelines of said strip shall be lengthened or shortened so as to terminate southeasterly in said northwesterly line of Easement Deed to the City of Corona.

CONTAINING: 8,912 Square Feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.



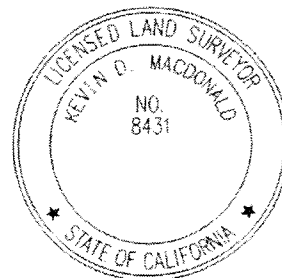
Kevin D. MacDonald, L.S. 8431

5-16-2017

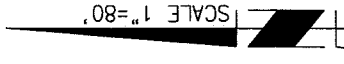
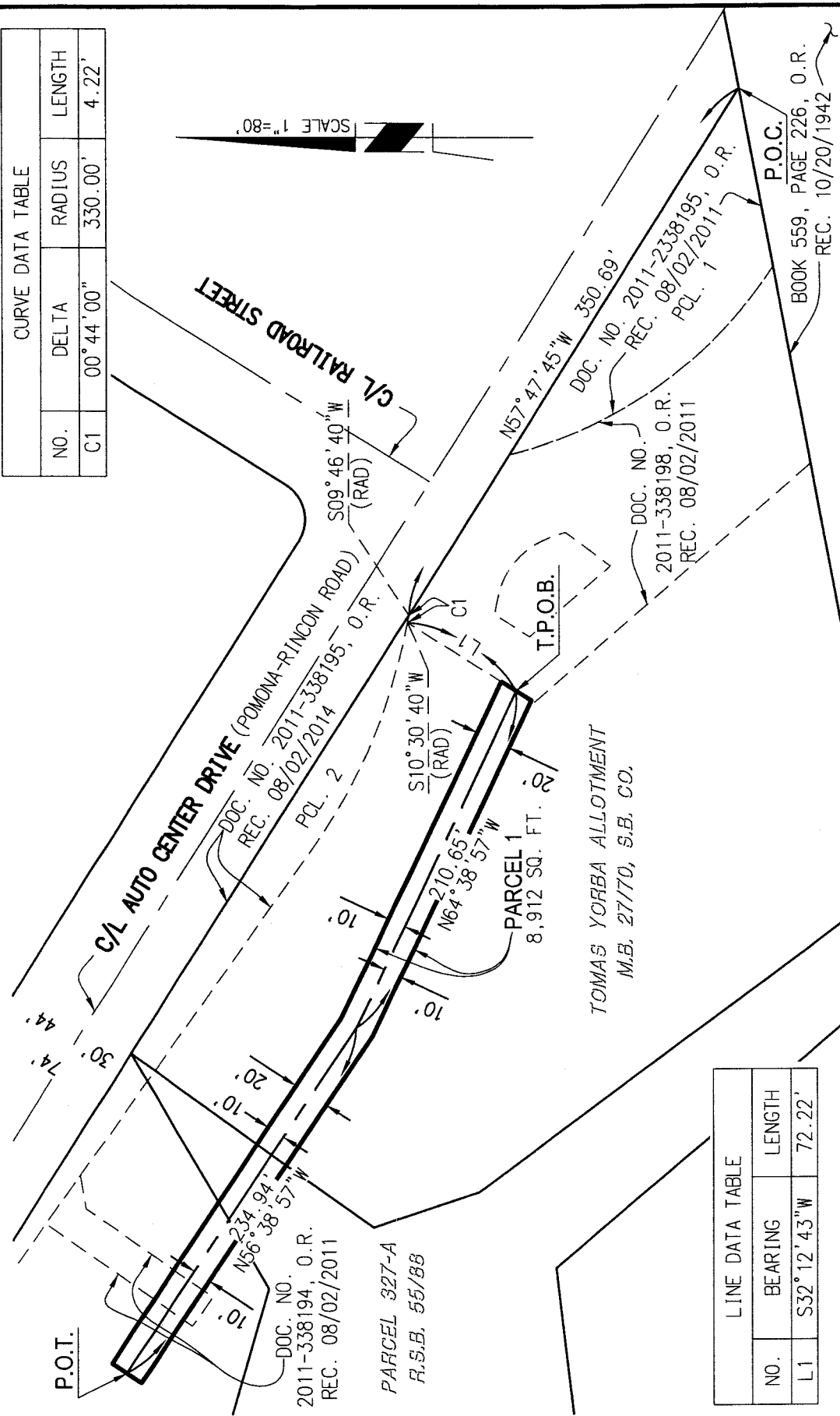
Date

Michael Baker International
5 Hutton Centre Drive, Suite 500,
Santa Ana, California 92707
JN 133668

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CURVE DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	00° 44' 00"	330.00'	4.22'



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S32° 12' 43" W	72.22'

EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

SEWER EASEMENT

Michael Baker

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MAY 16, 2017 JN 133668

SHEET 1 OF 1 SHEETS

BOOK 559, PAGE 226, O.R.
 REC. 10/20/1942

P.O.C.

DOC. NO. 2011-2338195, O.R.
 REC. 08/02/2011
 PCL. 1

DOC. NO. 2011-338198, O.R.
 REC. 08/02/2011

T.P.O.B.

PARCEL 1
 8,912 SQ. FT.

TOMAS YORBA ALLOTMENT
 M.B. 27/70, S.B. CO.

PARCEL 327-A
 R.S.B. 55/88

DOC. NO. 2011-338194, O.R.
 REC. 08/02/2011

C/L AUTO CENTER DRIVE (POMONA-RINCON ROAD)
 DOC. NO. 2011-338195, O.R.
 REC. 08/02/2014
 PCL. 2

C/L RAILROAD STREET
 S09° 46' 40" W
 (RAD)

C1

S10° 30' 40" W
 (RAD)

N64° 38' 57" W

210.65'

P.O.T.

N56° 34' 94"
 N56° 38' 57" W

30' 74'

30'

10'

10'

10'

10'

10'

10'