

RECORDED
OCT 29 1997
392530
COUNTY OF RIVERSIDE, CALIFORNIA

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Michael Grant
Best Best & Krieger LLP
P.O. Box 1028
Riverside, CA 92502

D-14141

No Recording Fee Pursuant To
Government Code Section 27383

**COMMON USE AGREEMENT
(DOWNTOWN METROLINK STATION SITE EXPANSION)**

THIS COMMON USE AGREEMENT is entered into and will be effective as of the 27th day of October, 1997, by and between the CITY OF RIVERSIDE, a municipal corporation (the "City") and RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public entity ("RCTC") and is made with reference to the following facts:

RECITALS

A. RCTC is a participant in the Southern California Regional Rail Authority ("SCRRA"), which operates the Metrolink commuter rail system within the Southern California area. In conjunction with SCRRA, RCTC operates a commuter rail passenger station and layover/maintenance facility in the downtown area of the City of Riverside, adjacent to the Burlington Northern & Santa Fe Railroad ("Santa Fe") right-of-way, generally between University Avenue and 14th Street.

B. The City operates the Riverside Water Canal (the "Canal"), a canal system which transmits water for irrigation purposes. In the downtown Riverside area, the Canal is located adjacent to and southeasterly of the Santa Fe right-of-way, between University Avenue and 14th Street. The City also owns, maintains and operates electrical distribution, transmission and communication facilities (both overhead and underground), water facilities, storm drain facilities and sewer facilities in the same general area (collectively, "City Facilities").

C. RCTC desires to expand its downtown Metrolink station site by constructing an additional track and passenger platform and appurtenances (collectively "Improvements") immediately to the east of the Santa Fe right-of-way, within lands owned or controlled by the City or RCTC ("City Land" or "RCTC Land", respectively). Such City Land and RCTC Land (hereafter "Area of Common Use") is depicted in Exhibit "A" attached hereto and legally described in Exhibit "B" attached hereto, both of which are incorporated by this reference.

D. The City desires to preserve, maintain, construct and continue to operate the Canal and its appurtenances, and the City Facilities and their appurtenances, within and across the Area of Common Use.

The parties therefore agree as follows:

1. Consent To Common Use. Subject to the terms and conditions set forth below, the City hereby consents to the construction by RCTC, at no expense to the City, of the Improvements within the Area of Common Use and allows RCTC, its agents, representatives, contractors, employees and members of the public utilizing such Improvements to use and occupy the Area of Common Use for commuter rail station site purposes, including the repair, maintenance and associated layover of rolling stock. (Layover trains will be kept clear of 10th and 12th Streets to the maximum extent possible in order to allow City access to utilities located within the area of such streets.) The City also grants permission to RCTC, its agents and employees, to enter upon any immediately adjacent real property owned by the City ("Adjacent Property") for purposes related to the construction, reconstruction, or maintenance of the Improvements within the Area of Common Use; provided, however, such use of the Adjacent Property shall be with prior written notification to the City and shall not interfere with the City's use of such Adjacent Property. The City acknowledges that SCRRA will operate commuter trains using the tracks and station site described herein and that the permission granted by the City to RCTC will also include SCRRA with respect to those elements of the station site and tracks, as well as operation and layover of commuter trains administered or operated by SCRRA. The City reserves the right to use the Area of Common Use in any manner not in conflict with RCTC's rights hereunder, without the necessity of any further permit or permission from RCTC.

The City acknowledges that portions of the Improvements may be constructed over the Canal. In those portions of the Area of Common Use where the Improvements and the Canal are co-located, the Canal will be enclosed by RCTC at RCTC's sole cost and expense in a culvert, pipe or other structure located below the Improvements.

Subject to the terms and conditions hereinafter set forth, RCTC and the City hereby consent to the location of the Canal and appurtenances and the City Facilities, as reconstructed by RCTC at no expense to the City, within the Area of Common Use. RCTC allows the City, its employees, agents, representatives and contractors to use and occupy the Area of Common Use to operate, maintain, repair and replace the Canal and all other City Facilities located therein. RCTC shall be responsible for ensuring that the Improvements are designed and constructed in a manner compatible with the safe operation of the Canal and its appurtenances and of the City Facilities within the Area of Common Use.

RCTC acknowledges that all existing City rights for all City Facilities, including Canal and appurtenance rights needed for the continued operation of the irrigation system, shall be retained by the City within the Area of Common Use. These superior rights vested in the City shall not be diminished by this Common Use Agreement and shall apply in the event future interferences and/or disputes arise between the City and RCTC and/or others having rights within the Area of Common Use.

2. City Approval. Prior to commencement of construction of the Improvements within the Area of Common Use, RCTC shall first submit to the City detailed plans for the construction or reconstruction of the Improvements and obtain the prior written approval thereof from the City's Public Utilities Director or his authorized representative. Such approval shall not be unreasonably withheld if, in the opinion of the Public Utilities Director or his authorized

representative, the proposed construction or reconstruction does not interfere or conflict with the City's interests or the purposes of this Agreement. In the event the proposed work affects the City's storm drain or sewer system, RCTC shall also submit the plans for the construction or reconstruction of the Improvements to the City's Public Works Director for his approval or that of his authorized representative. The City will review such plans submitted pursuant to this Common Use Agreement as soon as possible following their submission by RCTC. Any disapproval will describe in detail the reasons for such disapproval. In the event the City does not respond to RCTC within thirty (30) days following the City's receipt of plans, RCTC may require that appropriate representatives of RCTC and the City meet and confer within five (5) days following the expiration of such thirty (30) day period, in order to confer regarding the status of such submissions.

All construction or reconstruction in the Area of Common Use shall be in accordance with plans approved by the City, provided, however, that notwithstanding such approval, RCTC shall remain fully responsible for the design, construction or reconstruction of the Improvements. RCTC will be solely liable for any defect in its design, construction or reconstruction of the Improvements, it being understood that the City's review of plans pursuant to this Common Use Agreement will be principally to ensure that the City's interests and Canal facilities and other City Facilities are adequately protected.

Prior to the commencement of any construction within the Area of Common Use, RCTC will notify the City in writing at least three (3) working days in advance of the date of commencement of such construction.

3. RCTC Liability. RCTC, its successors and assigns, assume full responsibility and liability for the design, construction, operation and maintenance of Improvements and any reconstruction work on the Canal or other City Facilities. RCTC acknowledges that it is responsible

for protecting the Canal and all other City Facilities within the Area of Common Use, and to provide encasement thereto, as may be required by the standards of Santa Fe.

RCTC shall be solely responsible for the diversion of all storm water normally carried by the Canal upstream of Fourteenth Street to appropriate storm drains during the time that the Canal is out of operation for construction of the Improvements or the repair, maintenance or reconstruction of the Improvements. RCTC shall be liable for any flood damages or related claims which result from the Canal being out of operation during construction, reconstruction, repair or maintenance of the Improvements.

4. Repair and Maintenance. RCTC shall have the right to effect necessary repairs, maintenance and upkeep of the Improvements (as well as rolling stock and equipment) from time-to-time without prior notice to the City, provided, however, that if any such repair, maintenance or upkeep is of a nature which may reasonably be expected to affect the Canal or other City Facilities, RCTC shall provide at least thirty (30) days prior written notice to the City in all non-emergency situations. In the event of an emergency, RCTC may affect such repair or maintenance without notice, but shall provide written notice to the City within three (3) working days following the commencement of such repair or maintenance. RCTC shall be responsible for providing railway flagmen and/or inspectors at no cost to the City if they are required during the course of RCTC's operation, repair or maintenance of the Improvements within the Area of Common Use.

In the event the City requires access to the Canal or other City Facilities within the Area of Common Use in order to effect the reconstruction, repair or maintenance of the Canal or any of the other City Facilities, and if it is reasonably anticipated that such activities by the City may disrupt use of or access to the Improvements by RCTC, its agents, and employees or the general public (with respect to use of the passenger platform), the City will provide not less than thirty (30)

days prior written notice to RCTC in all non-emergency situations. Any such reconstruction, repair or maintenance of the Canal or any of the other City Facilities will be effected to the greatest extent possible, during time periods when commuter trains are not operating and the passenger platform is not in use. The City will use its best efforts to assure that its activities with respect to the Canal or any of the other City Facilities are conducted in a manner and at times which will minimize interference with use of the passenger platform. The City shall be responsible for providing railway flagmen and/or inspectors at no cost to RCTC if they are required during the course of the City's operation, repair or maintenance of the Canal and/or City Facilities within the Area of Common Use. In the event of an emergency, the City may effect such repair or maintenance without notice, but shall provide written notice to RCTC within three (3) working days following the commencement of such repair or maintenance.

The parties have attached hereto as Exhibit "C" a list of telephone numbers by which each of the parties may be contacted in the event of emergency situations involving the Improvements and City Facilities within the Area of Common Use.

5. Continuous Canal Operation. During RCTC's construction, reconstruction repair or maintenance of Improvements in the Area of Common Use, the Canal shall remain in an open and operating condition at all times and RCTC shall not cause any interruption in the transmission of irrigation water in the Canal except during the approved Canal downtime period of January 1, 1998 through February 28, 1998 or such other period as may be approved in advance by the City's Public Utilities Director in his sole discretion. If the transmission of irrigation water in the Canal is interrupted at any other time than January 1, 1998 through February 28, 1998 or such other approved time, the City will sustain damages by its inability to deliver irrigation water. For each day that the transmission of irrigation water in the Canal is interrupted by the acts or omissions of RCTC,

except for those days as may be agreed to in advance by the Public Utilities Director of City, RCTC shall reimburse the City for all costs incurred by the City in order to supply irrigation demands, including, but not limited to, the cost of purchasing supplemental potable water, if needed. The City reasonably estimates that the cost per day which would be subject to reimbursement by RCTC to the City in the event of interruption of the City's use of the Canal as set forth in the preceding sentence would not exceed Twenty Thousand Dollars (\$20,000.00).

RCTC shall provide access for City vehicles, equipment and personnel to the Canal from Commerce Street and vacated Commerce Street.

6. Third Party Encumbrances in Area of Common Use. Any existing facilities within the Area of Common Use held by others by license, easement or otherwise shall not be relocated within said Area of Common Use without the prior written approval of both RCTC and the City, which approval shall not be unreasonably withheld. The establishment of any new encumbrances in the Area of Common Use for any third party shall require the prior written approval of both RCTC and the City, which approval shall not be unreasonably withheld. All construction or reconstruction in the Area of Common Use shall be in accordance with plans approved by RCTC and the City; provided, however, that notwithstanding such approval, the party relocating or establishing such facility shall remain fully responsible for the design, construction or reconstruction thereof.

7. Hazardous Materials. As used in this section, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by the United States, the State of California or any local government authority having jurisdiction over the Area of Common Use. Hazardous material includes:

a. Any "hazardous substance," as that term is defined in the Comprehensive Environment Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code Sections 9601-9675);

b. "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code Sections 6901-6992k);

c. Any pollutant, contaminate, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous or toxic waste, substance, or material, now or hereafter in effect);

d. Petroleum products;

e. Radioactive material, including any source, special nuclear, or by-product material as defined in 42 United States Code Sections 2011-2297g-4;

f. Asbestos in any form or condition; and,

g. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

RCTC shall, at RCTC's sole expense and with counsel reasonably acceptable to City, indemnify, defend, and hold harmless the City and its officers, employees and agents with respect to all losses arising out of or resulting from the release of any hazardous material in or about the Area of Common Use or the violation of any environmental law, by RCTC or RCTC's agents, contractors or invitees. The City shall, at the City's sole expense and with counsel reasonably acceptable to RCTC, indemnify, defend, and hold harmless RCTC and its officers, employees and agents with respect to all losses arising out of or resulting from the release of any hazardous material in or about

the Area of Common Use or the violation of any environmental law, by the City or the City's employees, agents or contractors.

If the presence of any hazardous material brought onto the Area of Common Use by RCTC or RCTC's employees, agents, contractors or invitees results in contamination of the that portion of the Area of Common owned by the City or in which the Canal is located, RCTC shall promptly take all necessary actions, at RCTC's sole expense, to return such area to the condition that existed before the introduction of such hazardous material. RCTC shall first obtain the City's approval of the proposed remedial action. If the presence of any hazardous material brought onto the Area of Common Use by the City or the City's employees, agents or contractors results in contamination of RCTC Lands, the City shall promptly take all necessary actions, at the City's sole expense, to return such area to the condition that existed before the introduction of such hazardous material. The City shall first obtain RCTC's approval of the proposed remedial action. This section does not limit the indemnification obligations set forth hereinafter.

8. Indemnity/Hold Harmless. RCTC shall indemnify and hold City and its officers, employees, contractors and agents, free and harmless from and against any and all claims or actions arising from RCTC's negligent acts, errors or omissions in its performance pursuant to this Agreement, including any reasonable costs incurred by the City or its officers, employees, contractors and agents on account of any claim therefore other than claims resulting from sole negligence or willful misconduct of the City. RCTC shall reimburse the City for all reasonable costs incurred by City for the repair of the Canal and/or any of the other City Facilities, to the extent that such costs have resulted from RCTC's construction, reconstruction, maintenance or use of the Improvements or the Area of Common Use, including the interruption of the transmission of irrigation water in the Canal except as may have been approved in advance by the Public Utilities Director of the City.

City shall indemnify and hold RCTC, its officers, employees, contractors and agents free and harmless from and against any and all claims, demands, loss or liability of any kind or nature which RCTC, its officers, agents, contractors or employees may sustain or which may be imposed upon them for property damage or injury to or death of any persons caused by the negligence of the City in the use of the Area of Common Use, excepting therefrom any damage or injury arising out of the maintenance, operation, construction, reconstruction or repair of the Improvements in the Area of Common Use by RCTC or the use by others of the Improvements in the Area of Common Use.

9. Insurance. During the period of actual construction or reconstruction of the Improvements in the Area of Common Use, RCTC shall cause its contractors to obtain and keep in effect a policy of general commercial liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for personal injury and property damage, placed with a company authorized to do business in the State of California. Such policies shall include an endorsement naming the City as an additional insured for the operations of the named insured. Policies or certificates of insurance showing strict compliance with all the requirements of this section shall be furnished to the City and each policy shall further provide that the City shall be given thirty (30) days written notice prior to cancellation or reduction in coverage.

10. Notices. Any notice, tender or delivery to be given hereunder may be personally delivered, delivered by commercial overnight delivery service or sent by registered or certified mail, return receipt requested to the appropriate address set forth below or transmitted by telecopier to the number set forth below:

City: City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: Public Utilities Director
Fax No. (909) 369-0548

RCTC: Riverside County Transportation Commission
3560 University Avenue, Suite 100
Riverside, CA 92501
Attention: Executive Director
Fax: (909) 787-7920

Any notice which is personally delivered shall be deemed delivered upon the obtaining of a receipt containing the name and signature of the person receiving such notice. Notices that are mailed shall be deemed to have been given on the second business day following deposit with the United States Postal Service, postage prepaid, addressed as set forth above. Notices sent via commercial overnight delivery service shall be deemed to have been given on the next business day after deposit with such service. Notices that are transmitted via telecopier shall be deemed to have been given upon transmission as evidenced by a telecopier confirmation. The addressees and telecopier numbers set forth herein may be changed by giving written notice of such change in the manner set forth above for giving notice.

11. Binding Effect. This Agreement shall bind and enure to the benefit of the parties, their successors and assigns.

12. Recording. The signatures of the parties executing this document on behalf of RCTC and the City will be notarized and this Agreement will be recorded in the records of Riverside County, California.

CITY OF RIVERSIDE,
a municipal corporation

By: John E. Holmes
John Holmes, City Manager

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public entity

By: Jack Reagan
Jack Reagan, Executive Director

ATTEST:

Colleen J. Nicol
Colleen J. Nicol, City Clerk

Approved as to form
and legal content:

CITY OF RIVERSIDE
City Attorney

By: Barbara Dennis
Assistant City Attorney

BEST BEST & KRIEGER
Counsel to Riverside County
Transportation Commission

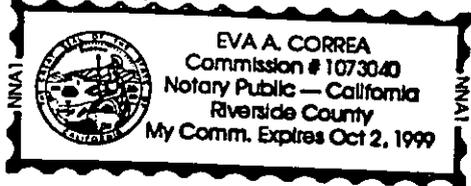
By: [Signature]

STATE OF CALIFORNIA)
COUNTY OF Riverside)

On October 24, 1997, before me, the undersigned notary public, personally appeared John E. Holmes
 personally known to me OR 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.

WITNESS my hand and official seal.

Eva A. Correa
Signature of Notary



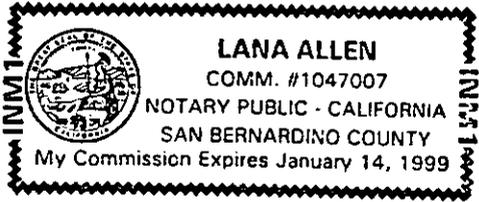
CAPACITY CLAIMED BY SIGNER:
 Individual(s)
 Corporate _____
Officer(s) _____
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Subscribing Witness
 Guardian/Conservator
 Other City Manager
SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
City of Riverside

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On OCTOBER 27, 1997, before me, the undersigned notary public, personally appeared JACK WAYNE REAGAN
 personally known to me OR 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.

WITNESS my hand and official seal.

Lana Allen
Signature of Notary



CAPACITY CLAIMED BY SIGNER:
 Individual(s)
 Corporate _____
Officer(s) _____
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Subscribing Witness
 Guardian/Conservator
 Other EXECUTIVE DIRECTOR
SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

EXHIBIT "A" JOINT USE AREAS PARCELS 1, 2 & 3

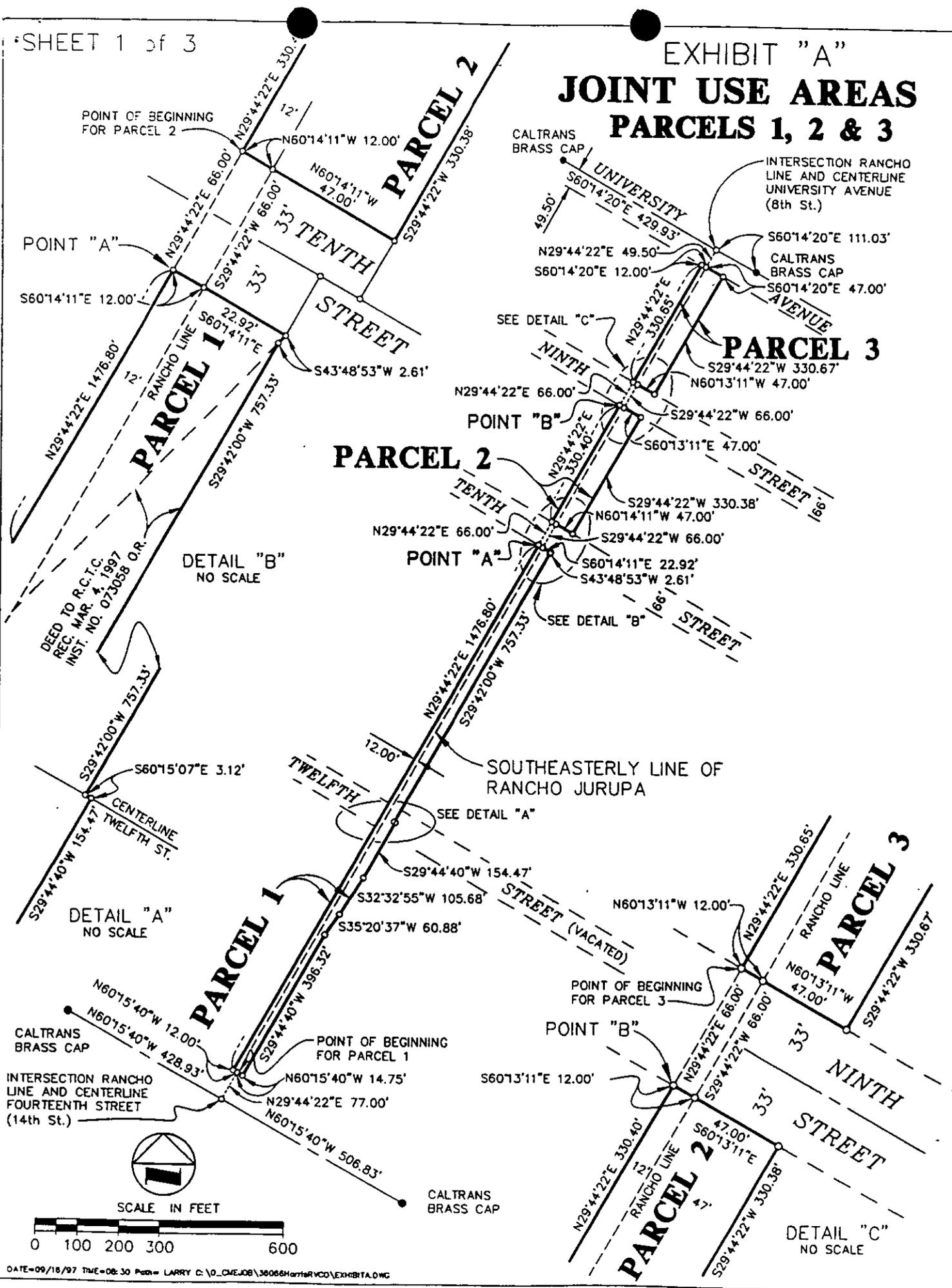


EXHIBIT "A" JOINT USE AREAS PARCELS 4, 5 & 6

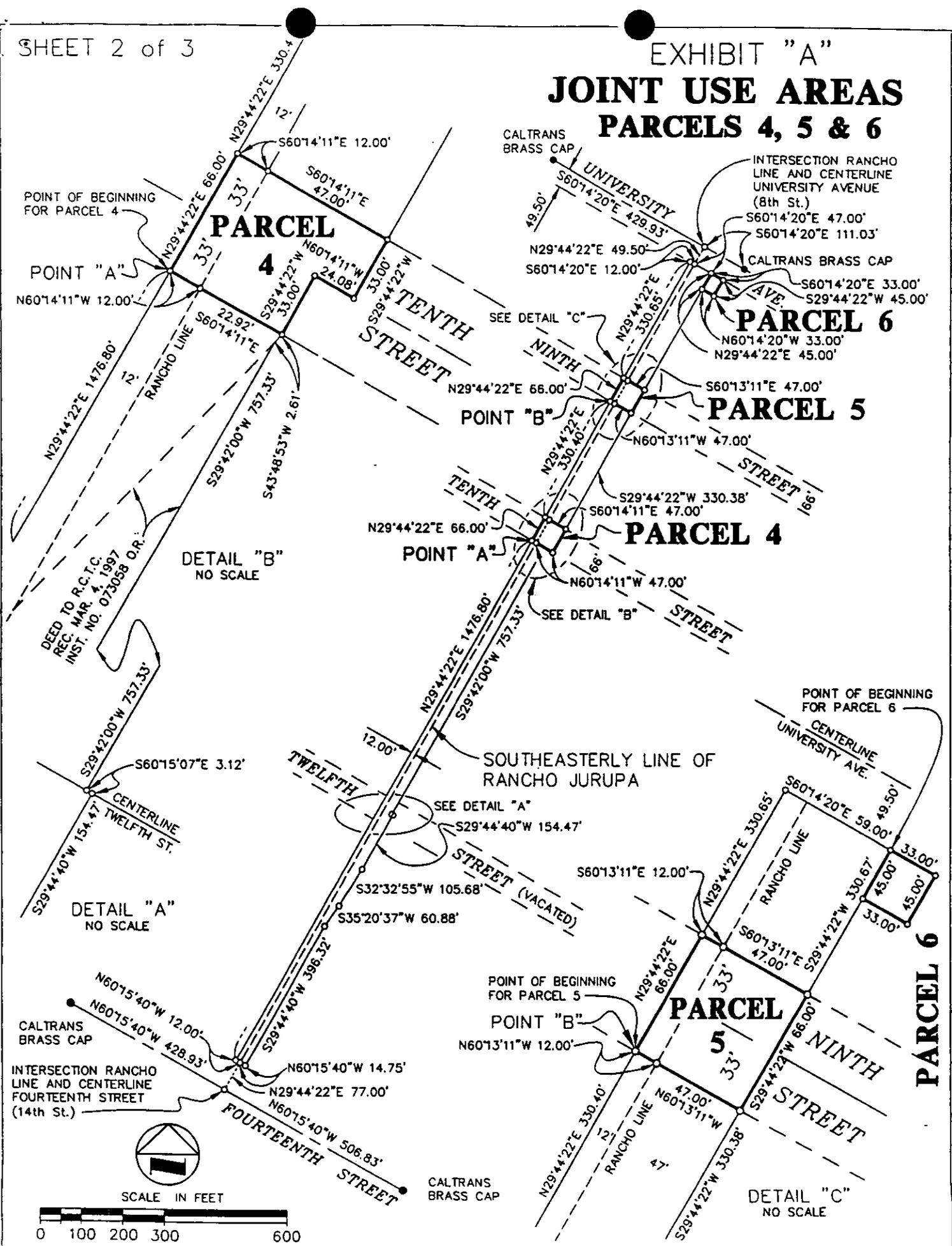


EXHIBIT "A" JOINT USE AREAS PARCEL 6

CALTRANS BRASS CAP

UNIVERSITY AVE.
S60°14'20"E 429.93'

INTERSECTION RANCHO
LINE AND CENTERLINE
UNIVERSITY AVENUE
(8th St.)

N29°44'22"E 49.50'
S60°14'20"E 12.00'

S60°14'20"E 47.00'

POINT OF BEGINNING FOR PARCEL 6

S60°14'20"E
111.03'

CALTRANS BRASS CAP

S60°14'20"E 33.00'

S29°44'22"W 45.00'

PARCEL 6

N60°14'20"W 33.00'

N29°44'22"E 330.65'

N29°44'22"E 45.00'

NINTH

12'

47'

33'

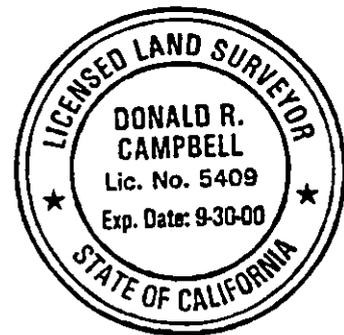
N29°44'22"E 66.00'

POINT "B"

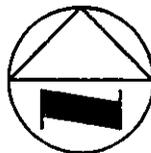
PARCEL 5

66'

STREET



Donald R. Campbell Sept 23, 1997



SCALE IN FEET



EXHIBIT "B"
JOINT USE AREAS

Those portions of Olive Street (vacated) in the City of Riverside, State of California as shown on Map of the Town of Riverside recorded February 16, 1871 in Book 7 of Maps, Page 17, San Bernardino County Records, in Rancho Jurupa according to Official Plat thereof, and portions of White's Addition to Riverside per Map recorded in Book 3 of Maps, Page 48 and recorded in Book 6 of Maps, Page 48, Records of San Bernardino County, and portions of Map of the Santa Fe Tract recorded in Book 6 of Maps, Page 14, Records of San Bernardino County, described as follows:

PARCEL 1 -- Fourteenth Street to Tenth Street

Commencing at the intersection of the centerline of Fourteenth Street (14th Street) 66.00 feet wide and the southeasterly line of Rancho Jurupa as shown on said Map of the Santa Fe Tract, said intersection bears North 60°15'40" West 506.83 feet along said centerline from the centerline of Howard Avenue 50.00 feet wide as shown thereon; thence North 29°44'22" East 77.00 feet along said southeasterly line of Rancho Jurupa to the **POINT of BEGINNING** in the northeasterly line of land described in deed to the City of Riverside recorded April 9, 1974 in Book 1974, Page 40912 Official Records of Riverside County; thence leaving said southeasterly line of Rancho Jurupa and along the northeasterly line of said deed North 60°15'40" West 12.00 feet to a line parallel and 12.00 feet northwesterly of the southeasterly line of said Rancho Jurupa; thence North 29°44'22" East 1476.80 feet along said parallel line to **POINT "A"** in the southerly line of Tenth (10th St.) Street 66.00 feet wide, as now existing; thence leaving said parallel line and along the southerly line of Tenth Street South 60°14'11" East 12.00 feet to the southeasterly line of Rancho Jurupa, said line also being the northwesterly line of that certain 80 foot wide strip of land described in that certain 6.24 Acre parcel of land in deed to the Riverside, Santa Ana and Los Angeles Railway Company recorded May 29, 1886 in Book 46 of Deeds, Page 537, Official Records of San Bernardino County, and as shown on plat titled Exhibit "CC" attached thereto; thence continuing South 60°14'11" East 22.92 feet along the southerly line of Tenth Street, said street described in document recorded May 2, 1927 in Book 716 of Deeds, Page 136 Records of Riverside County, to the most northerly corner of land described in deed to the Food Machinery Corporation recorded July 31, 1939 in Book 429, Page 88 Official Records of Riverside County; thence leaving said Tenth Street and along the northwesterly line of said deed South 43°48'53" West 2.61 feet to the most northerly corner of land described in deed to the Riverside County Transportation Commission recorded March 4, 1997 as Instrument No. 073058 Official Records of said county; thence along the southeasterly line of said deed South 29°42'00" West 757.33 feet to the most southerly corner thereof in the centerline of Twelfth Street (12th St.) 66.00 feet wide (vacated); thence leaving said southeasterly line and along said centerline South 60°15'07" East 3.12 feet to the most easterly corner of land described in

deed to the Riverside County Transportation Commission recorded August 28, 1997 as Instrument No. 313755 Official Records of said county; thence leaving said centerline and along the southeasterly line of said deed, through its various courses, South 29°44'40" West 154.47 feet; thence South 32°32'55" West 105.68 feet; thence South 35°20'37" West 60.88 feet; thence South 29°44'40" West 396.32 feet to the northeasterly line of land described in deed to the City of Riverside recorded April 9, 1974 in Book 1974, Page 40912 Official Records of Riverside County; thence along said northeasterly line North 60°15'40" West 14.75 feet to the point of beginning.

TOGETHER WITH all that portion described as follows:

PARCEL 2 -- Tenth Street to Ninth Street

Commencing at POINT "A" described above, said point being in a line parallel and 12.00 feet northwesterly of the southeasterly line of Rancho Jurupa; thence North 29°44'22" East 66.00 feet along said parallel line to the POINT OF BEGINNING in the northerly line of Tenth Street 66.00 feet wide as now existing; thence continuing along said parallel line North 29°44'22" East 330.40 feet to POINT "B" in the southerly line of Ninth Street 66.00 feet wide; thence leaving said parallel line and along said southerly line South 60°13'11" East 12.00 feet to the southeasterly line of Rancho Jurupa, and the northwesterly line of land described in deed to the Riverside County Transportation Commission recorded October 11, 1996 as Instrument 390927 Official Records of Riverside County, said line also being the northwesterly line of that certain 80 foot wide strip of land described in that certain 6.24 Acre parcel of land in deed to the Riverside, Santa Ana and Los Angeles Railway Company recorded May 29, 1886 in Book 46 of Deeds, Page 537, Official Records of San Bernardino County, and as shown on Exhibit "CC" attached thereto; thence continuing along the southerly line of said Ninth Street South 60°13'11" East 47.00 feet to a point in a line parallel and 33.00 feet northwesterly of the southeasterly line of said 80 foot wide strip, said point being the most northerly corner of that certain Parcel 1 described in deed to MLM Properties recorded March 4, 1997 as Instrument No. 073059 Official Records of Riverside County; thence along said parallel line and the northwesterly line of said Parcel 1 South 29°44'22" West 330.38 feet to the most southerly corner of said parcel in the northerly line of Tenth Street; thence leaving said Parcel 1, and along the northerly line of Tenth Street North 60°14'11" West 47.00 feet to the southeasterly line of Rancho Jurupa; thence continuing North 60°14'11" West 12.00 feet to the point of beginning.

TOGETHER WITH all that portion described as follows:

PARCEL 3 -- Ninth Street to University (8th) Avenue

Commencing at POINT "B" described above, said point being in a line parallel and 12.00 feet northwesterly of the southeasterly line of Rancho Jurupa; thence

North 29°44'22" East 66.00 feet along said parallel line to the **POINT OF BEGINNING** in the northerly line of Ninth Street 66.00 feet wide; thence continuing along said parallel line North 29°44'22" East 330.65 feet to a line parallel and 49.50 feet southwesterly of the centerline of University Avenue (8th Street) 99.00 feet wide; thence along said parallel line and the southerly line of said University Avenue South 60°14'20" East 12.00 feet to the southeasterly line of Rancho Jurupa, and the northwesterly line of land described in deed to the Riverside County Transportation Commission recorded October 11, 1996 as Instrument 390927 Official Records of Riverside County, said line also being the northwesterly line of that certain 80 foot wide strip of land described in that certain 6.24 Acre parcel of land in deed to the Riverside, Santa Ana and Los Angeles Railway Company recorded May 29, 1886 in Book 46 of Deeds, Page 537, Official Records of San Bernardino County, and as shown on Exhibit "CC" attached thereto; thence continuing South 60°14'20" East 47.00 feet to a point in a line parallel and 33.00 feet northwesterly of the southeasterly line of said 80 foot wide strip, said point being the most northerly corner of that certain Parcel 2 described in deed to MLM Properties recorded March 4, 1997 as Instrument No. 073059 Official Records of Riverside County; thence along said parallel line and the northwesterly line of said Parcel 2 South 29°44'22" West 330.67 feet to the most southerly corner thereof in the northerly line of Ninth Street; thence leaving said Parcel 2 and along the northerly line of Ninth Street North 60°13'11" West 47.00 feet to the southeasterly line of Rancho Jurupa; thence continuing North 60°13'11" West 12.00 feet to the point of beginning.

TOGETHER WITH all that portion described as follows:

PARCEL 4 - Tenth Street (66 feet wide)

Beginning at **POINT "A"** described above, in a line parallel and 12.00 feet northwesterly of the southeasterly line of Rancho Jurupa; thence along said parallel line North 29°44'22" East 66.00 feet to the northerly line of said Tenth Street; thence leaving said parallel line and along the northerly line of Tenth Street South 60°14'11" East 12.00 feet to the southeasterly line of Rancho Jurupa, and the northwesterly line of that certain 80 foot wide strip of land described in that certain 6.24 Acre parcel of land in deed to the Riverside, Santa Ana and Los Angeles Railway Company recorded May 29, 1886 in Book 46 of Deeds, Page 537, Official Records of San Bernardino County, and as shown on Exhibit "CC" attached thereto, said line also being the northwesterly line of land described in deed to the Riverside county Transportation Commission recorded October 11, 1996 as Instrument No. 390927 Official Records of Riverside County; thence continuing South 60°14'11" East 47.00 feet along the northerly line of Tenth (10th St.) Street 66.00 feet wide, described in document recorded May 2, 1927 in Book 716 of Deeds, Page 136 Records of Riverside County, to the northwesterly line of land described in deed to MLM Properties recorded March 4, 1997 as Instrument No. 073059 Official Records of Riverside County, said line being parallel and 33.00 feet northwesterly of the southeasterly line of said 80 foot wide strip; thence

along said parallel line South 29°44'22" West 33.00 feet to the centerline of Tenth Street; thence along said centerline North 60°14'11" West 24.08 feet; thence South 29°44'22" West 33.00 feet to the southerly line of Tenth Street and the most easterly corner of land described in deed to the Riverside County Transportation Commission recorded March 4, 1997 as Instrument No. 073058 Official Records of Riverside County, said corner also described in deed to the Food Machinery Corporation recorded July 31, 1939 in Book 429, Page 88 Official Records of Riverside County; thence North 60°14'11" West 22.92 feet along the southerly line of Tenth Street to the southeasterly line of Rancho Jurupa; thence continuing North 60°14'11" West 12.00 feet to the point of beginning.

TOGETHER WITH all that portion described as follows:

PARCEL 5 -- Ninth Street (66 feet wide)

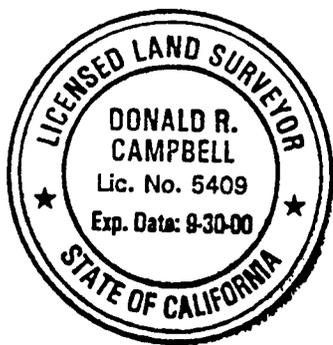
Beginning at POINT "B" described above in the southerly line of Ninth (9th St.) Street, said point also being in a line parallel and 12.00 feet northwesterly of the southeasterly line of Rancho Jurupa; thence along said parallel line North 29°44'22" East 66.00 feet to the northerly line of said Ninth Street; thence leaving said parallel line and along the northerly line of said Ninth Street South 60°13'11" East 12.00 feet to the southeasterly line of Rancho Jurupa, and the northwesterly line of that certain 80 foot wide strip of land described in that certain 6.24 Acre parcel of land in deed to the Riverside, Santa Ana and Los Angeles Railway Company recorded May 29, 1886 in Book 46 of Deeds, Page 537, Official Records of San Bernardino County, and as shown on Exhibit "CC" attached thereto, said line also being the northwesterly line of land described in deed to the Riverside county Transportation Commission recorded October 11, 1996 as Instrument No. 390927 Official Records of Riverside County; thence continuing South 60°13'11" East 47.00 feet along the northerly line of Ninth Street, described in document recorded May 2, 1927 in Book 716 of Deeds, Page 136 Records of Riverside County, to the northwesterly line of land described in deed to MLM Properties recorded March 4, 1997 as Instrument No. 073059 Official Records of Riverside County, said line being parallel and 33.00 feet northwesterly of the southeasterly line of said 80 foot wide strip; thence along said parallel line South 29°44'22" West 66.00 feet to the southerly line of Ninth Street; thence along said southerly line North 60°13'11" West 47.00 feet to the southeasterly line of Rancho Jurupa; thence continuing North 60°13'11" West 12.00 feet to the point of beginning.

TOGETHER WITH all that portion described as follows:

PARCEL 6 -- ACCESS to Commerce Street (Pachappa)

Commencing at POINT "B" described above, said point being in a line parallel and 12.00 feet northwesterly of the southeasterly line of Rancho Jurupa North 29°44'22" East 66.00 feet to the northerly line of Ninth Street 66.00 feet wide; thence continuing North 29°44'22" East 330.65 feet to the southerly line of

University Avenue (8th St.) 99.00 feet wide; thence leaving said parallel line and along the southerly line of University Avenue, said southerly line being parallel and 49.50 feet southwesterly of the centerline of University Avenue South 60°14'20" East 12.00 feet to the southeasterly line of Rancho Jurupa, said line also being the northwesterly line of that certain 80 foot wide strip of land described in that certain 6.24 Acre parcel of land in deed to the Riverside, Santa Ana and Los Angeles Railway Company recorded May 29, 1886 in Book 46 of Deeds, Page 537, Official Records of San Bernardino County, and as shown on Exhibit "CC" attached thereto, said line also being the northwesterly line of land described in deed to the Riverside county Transportation Commission recorded October 11, 1996 as Instrument No. 390927 Official Records of Riverside County; thence continuing South 60°14'20" East 47.00 feet to the **POINT OF BEGINNING** in the northwesterly line of land described in deed to MLM Properties recorded March 4, 1997 as Instrument No. 073059 Official Records of Riverside County, said point being the most northerly corner of that certain Easement Area as reserved and described in said Instrument; thence along said Easement Area, through its various courses, and continuing South 60°14'20" East 33.00 feet to the northwesterly line of Pachappa Avenue 60.00 feet wide as shown on said Exhibit "CC" and as shown on Map of Whites Addition to Riverside recorded in Book 3 of Maps, Page 48, Records of San Bernardino County; thence leaving the southerly line of University Avenue and along the northwesterly line of Pachappa Avenue and continuing along said Easement Area South 29°44'22" West 45.00 feet; thence leaving said Pachappa Avenue and continuing along said Easement Area North 60°14'20" West 33.00 feet to the northwesterly line of land described in said deed to MLM Properties, said line being parallel and 47.00 feet southeasterly of the southeasterly line of Rancho Jurupa; thence along said parallel line North 29°44'22" East 45.00 feet to the point of beginning.



Donald R. Campbell
 Donald R. Campbell, PLS 5409
 Expires 9-30-00

Sept. 23, 1997
 Date

(12\legal\36066.919)

DESCRIPTION APPROVAL: 10, 13, 97
Paul S. [Signature]
 SURVEYOR, CITY OF RIVERSIDE

14141-22

EXHIBIT "C"

EMERGENCY TELEPHONE NUMBERS

City:

Water 24-Hour Emergency Dispatcher	(909) 352-9560
Water System Operations Manager	(909) 351-6327
Sewers	(909) 351-6140
Storm Drains	(909) 351-6127
Electric Operations	(909) 351-6344

RCTC/SCRRRA:

SCRRRA (Jack Shaw)	(213) 452-0271	(213) 812-3124 (Pager)
SCRRRA Engineering (Mike McGinley)	(213) 452-0250	(213) 812-2796 (Pager)
SCRRRA Operations (John Kerins)	(213) 452-0220	(213) 961-3603 (Pager)
Signal Problems	1-800-404-9464	
Central Control Facility	(213) 340-8300	
RCTC (Susan Cornelison)	(909) 787-7928	(909) 278-7497 (Pager)
Bechtel (Bill Hughes)	(909) 787-7984	(909) 249-2680 (Pager)