

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

760



FROM: Redevelopment Agency

SUBMITTAL DATE:
November 23, 2010

SUBJECT: Adoption of RDA Resolution No. 2010-067, Authorization to Purchase Real Property in the Unincorporated Area of Oasis- District 4

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-067, authorization to purchase real property located West of Harrison St. and South of 71st Avenue in the unincorporated area of Oasis, also referred to as a portion of Assessor's Parcel Number 749-160-009;
 2. Allocate the sum of \$160,000 for the purchase of real property, title and escrow fees, labor, and miscellaneous transaction expenses from the Desert Communities Redevelopment Project Area Funds as needed for the completion of the project;
- Approve and authorize the Chairman of the Board of Directors to execute the attached acquisition agreement between the Redevelopment Agency for the County of Riverside and Desert Fresh Properties LLC, a California Limited Liability Company;

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 160,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Desert Communities Redevelopment Project Area Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*

County Executive Office Signature Jennifer L. Sargent

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong 11/17/10*
 SAMUEL WONG
 DD: *11-16-10*
 ANITA C. WILLIS
 Reviewed by: *Christopher Hans*
 Christopher Hans
 (continued)

Prev. Agn. Ref.: N/A | District: 4 | Agenda Number: **4.3**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Authorize the Chairman of the Board of Directors to execute all documents related to this transaction;
5. Authorize and direct the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and
6. Authorize the Executive Director of the Redevelopment Agency, or designee, to take all necessary steps including executing associated documents in order to complete this purchase.

BACKGROUND:

The subject property is located in the unincorporated area of Oasis on Assessor's Parcel Number 749-160-009 located West of Harrison St. and South of 71st Avenue in the unincorporated area of Oasis, also referred to as a portion of Assessor's Parcel Number 749-160-00. The subject property is approximately 3 acres and consists of vacant land.

Agency staff has successfully negotiated the acquisition of the subject property at the purchase price of \$110,000 which is based on an independent fee appraisal report.

Notice of publication to satisfy California Government Code Section 6063 has been completed.

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

FINANCIAL DATA:

The following summarizes the costs necessary to purchase the real property identified as Assessor's Parcel Number 749-160-009.

Acquisition	\$ 110,000
Miscellaneous transaction expenses	\$ 5,000
Labor	\$ 40,000
Title & Escrow fees	\$ 5,000
Total	\$ 160,000

2 **RESOLUTION NO. 2010-067**
3 **AUTHORIZATION TO PURCHASE REAL PROPERTY**
4 **IN THE UNINCORPORATED COMMUNITY OF OASIS**
5 **IN THE COUNTY OF RIVERSIDE**
6 **(Fourth District)**

7 **WHEREAS**, the Redevelopment Agency for the County of Riverside (the
8 "Agency") is a redevelopment agency duly created, established and authorized to
9 transact business and exercise its powers, all under and pursuant to the provisions of
10 the Community Redevelopment Law which is Part 1 of Division 24 of the California
11 Health and Safety Code (commencing with Section 33000 et seq.); and

12 **WHEREAS**, Agency has adopted a Redevelopment Plan, hereinafter referred to
13 as the "Plan," for the Desert Communities Project Area, hereinafter referred to as
14 "Project Area,;" and

15 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the
16 Agency began receiving tax increment from the Project Areas in January 1988, and
17 continues to receive annual tax increment revenue; and

18 **WHEREAS**, pursuant to the provisions of the Community Redevelopment Law,
19 Section 33391 of the Health and Safety Code, the Agency may acquire, within a survey
20 area or for purpose of redevelopment, any interest in real property; and

21 **WHEREAS**, the Agency has, based on an independent appraisal report,
22 negotiated a purchase price of \$160,000 for the purchase of real property, title and
23 escrow fees, labor and miscellaneous transaction expenses for Assessor's Parcel
24 Number 749-160-009, hereinafter referred to as "Property", more particularly described
25 in Exhibit "A" attached hereto and incorporated herein by reference; and

26 **WHEREAS**, the Property is owned by Desert Fresh Properties who wishes to
27 sell the Property to Agency; and

28 **WHEREAS**, the Property is located in the unincorporated community of Oasis
which is in the Desert Communities Project Area; and

WHEREAS, the Agency is purchasing Property to develop a proposed Fire

1 Station and assist the Agency in meeting its goal of enhancing communities within the
2 County of Riverside and implementing the Plan for the Desert Communities Project
3 Area; and

4 **WHEREAS**, prior to the Agency using the Property for purposes described in the
5 Plan, the Agency agrees to fully comply with the California Environmental Quality Act.

6 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of
7 Directors of the Redevelopment Agency for the County of Riverside, State of California,
8 in regular session assembled on December 7, 2010, as follows:

9 1. That the Board of Directors hereby finds and declares that the above
10 recitals are true and correct.

11 2. That the Redevelopment Agency for the County of Riverside is authorized
12 to purchase real property known as Assessor's Parcel Number 749-160-009, more
13 particularly described in Exhibit "A" for the amount of \$160,000.00 for the purchase of
14 real property, title and escrow fees, labor and miscellaneous transaction expenses.

15 3. That the Chairman of the Board of Directors is hereby authorized to
16 execute any and all documents necessary to purchase the Property.

17 4. That the Executive Director of the Redevelopment Agency or designee is
18 hereby authorized to take necessary steps to complete this transaction including
19 executing subsequent relevant and necessary documents.

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FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
ANITA G. WILLIS
DATE: 11-16-10

EXHIBIT A

PARCEL 1

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89°54'16" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 626.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 86 PER DEEDS RECORDED MARCH 24, 1933 IN BOOK 116, PAGE 418 AND JUNE 9, 1936 IN BOOK 282 PAGE 516, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 26°40'06" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 86, 67.20 FEET TO A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 89°54'16" WEST ALONG SAID PARALLEL LINE 256.11 FEET TO A LINE PARALLEL WITH AND 400.00 FEET EASTERLY FROM, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ;

THENCE SOUTH 00°09'22" EAST ALONG SAID PARALLEL LINE 240.00 FEET TO A LINE PARALLEL WITH AND 300.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

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THENCE NORTH 00°09'22" WEST ALONG SAID WESTERLY LINE 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 134,447 SQUARE FEET OR 3.09 ACRES MORE OR LESS.

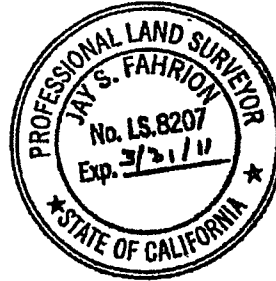
SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE IS
MADE A PART HEREOF.

PREPARED BY:
NOLTE ASSOCIATES, INC.

Jay S. Fahrion 7/7/10

JAY S. FAHRION DATE
L.S. 8207



**THE
PRESS-
ENTERPRISE**

**CLASSIFIED
ADVERTISING**

PROOF

Printed by: **Tinajero, Maria**
at: **11:53 am**
on: **Wednesday, Nov 10, 2010**

Ad #: **10462345**

3450 Fourteenth St.
Riverside, CA 92501-3878
1-800-880-0345
951-684-1200
951-368-9018 Fax

Account Information

Phone #: (951) 955-2207
Name: RIVERSIDE CNTY FACILITIES
MGMT
Address: 3133 MISSION INN AVE
RIVERSIDE CA 92507

Acct #: 286110
Client:
Placed by: Yolanda King
Fax #: (951)

Ad Copy:

**NOTICE OF INTENT TO PURCHASE OF
REAL PROPERTY BY THE REDEVELOPMENT
AGENCY IN THE UNINCORPORATED
COMMUNITY OF OASIS ASSESSOR'S PARCEL
NUMBER 749-160-009
(Fourth Supervisorial District)**

Notice is hereby given pursuant to California Health and Safety Code Section 33397 and Government Code 6063 that the Redevelopment Agency for the County of Riverside, the "Agency," intends to purchase real property identified as Assessor's Parcel Number 749-160-009 and the Board of Directors of the Redevelopment Agency will consider Resolution Number 2010-067 and Acquisition Agreement on December 7, 2010, at 9:00 a.m., or as soon thereafter as the Board agenda permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

It is proposed that the Board approve the Acquisition Agreement by and between Desert Fresh Properties and the Redevelopment Agency for the County of Riverside. The proposed agreement specifies that the real property, known as Assessor's Parcel Number 749-160-009, consisting of approximately 3 acres, located at located west of Harrison St. and south of 71st Avenue in the unincorporated community of Oasis of the County of Riverside, will be purchased for a total price of \$110,000 plus escrow fees.

At anytime, no later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th Street Suite 500, Riverside, CA 92501 or by calling Yolanda King, Real Property Agent at (951) 955-9656. 11/12, 19, 26

Ad Information

Classification: Legals
Publications: Press-Enterprise

Start date: 11-12-10
Stop date: 11-26-10
Insertions: 3

Rate code: LE-County
Ad type: Ad Liner
Taken by: Tinajero, Maria

Size: 2x46.110
Bill size: 93.00x 5.14 agate lines

Amount due: **\$344.10**

**NOTICE OF INTENT TO PURCHASE OF REAL PROPERTY BY THE
REDEVELOPMENT AGENCY IN THE UNINCORPORATED COMMUNITY OF
OASIS ASSESSOR'S PARCEL NUMBER 749-160-009**

(Fourth Supervisorial District)

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It is proposed that the Board approve the Acquisition Agreement by and between Roberto Villalobos-Guerrero and Lourdes Villalobos and the Redevelopment Agency for the County of Riverside. The proposed agreement specifies that the real property, known as Assessor's Parcel Number 749-160-009, consisting of approximately 3 acres, located at located west of Harrison St. and south of 71st Avenue in the unincorporated community of Oasis of the County of Riverside, will be purchased for a total price of \$110,000 plus escrow fees.

At anytime, no later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th Street Suite 500, Riverside, CA 92501 or by calling Yolanda King, Real Property Agent at (951) 955-9656.

1 APN: A portion of 749-160-009
2 Address: Vacant Land

3 ACQUISITION AGREEMENT

4 This AGREEMENT, herein called "Agreement," is made by and between the
5 REDEVELOPMENT AGENCY FOR COUNTY OF RIVERSIDE, herein called "Agency," and
6 DESERT FRESH PROPERTIES, LLC, A California Limited Liability Company herein called
7 "Grantor."

8 Grantor has executed and will deliver to Yolanda King, Real Property Agent for the Agency
9 or to Lawyers Title 3640 Vine St. Suite 100 Riverside, CA, the designated escrow company, a
10 Grant Deed dated 9-27-, 2010, attached hereto and made a part hereof,
11 identifying a portion of Assessor's Parcel Number 749-160-009, herein called the "Property," and
12 more particularly described in Exhibit "A" and "B" attached hereto and made a part hereof, in
13 consideration of which it is mutually agreed as follows:

14 1. The Agency shall:

15 A. Pay to the order of Grantor the sum of One Hundred Ten Thousand Dollars
16 (\$110,000.00) for the Property, or interest therein, conveyed by said deed, when title to said
17 Property or interest vests in Agency free and clear of all liens, encumbrances, easements, leases
18 (recorded or unrecorded), and taxes, except those encumbrances and easements which, in the
19 sole discretion of Agency are acceptable.

20 B. Handle real property taxes, bonds, and assessments in the following
21 manner:

22 1. All real property taxes shall be prorated, paid, and canceled pursuant
23 to the provisions of Section 5081 et. seq. of the Revenue and Taxation Code.

24 2. Agency is authorized to pay from the amount shown in Paragraph 1A
25 herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or
26 assessments that are due on the date title is transferred to, or possession is taken by Agency,
27 whichever first occurs.

28 C. Pay buyers typical escrow, recording, reconveyance, and any other fees
incurred in this Agreement, and if title insurance is desired by Agency, the premium charged

1 therefore.

2 D. Provide record of survey for Property once Grantor has executed and delivered
3 said Grant Deed.

4 E. Cooperate with Grantor in completing a 1031 tax deferred exchange at no cost
5 to the buyer.

6 2. Grantor shall:

7 A. Indemnify, defend, protect, and hold Agency, its officers, employees, agents,
8 successors, and assigns free and harmless from and against any and all claims, liabilities,
9 penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,
10 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the
11 presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or
12 hazardous substances as a result of Grantor's use, storage, or generation of such materials or
13 substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such
14 materials or substances. For the purpose of this Agreement, such materials or substances shall
15 include without limitation hazardous substances, hazardous materials, or toxic substances as
16 defined in the Comprehensive Environmental Response, Compensation, and Liability Act of
17 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
18 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.
19 Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of
20 the California Health and Safety Code or hazardous substances in Section 25316 of the
21 California Health and Safety Code; and in the regulations adopted in publications promulgated
22 pursuant to said laws.

23 B. Be obligated hereunder to include without limitation, and whether
24 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
25 detoxification, or decontamination of the parcel, and the preparation and implementation of any
26 closure, remedial action, or other required plans in connection therewith, and such obligation
27 shall continue until the parcel has been rendered in compliance with applicable federal, state,
28 and local laws, statutes, ordinances, regulations, and rules.

1 C. Cause tenant, Westcoast Turf, to vacate Property prior to close of escrow.
2 Close of escrow shall occur on or after December 31, 2010.

3 3. Any and all moneys payable under this contract, up to and including the total amount
4 of unpaid principal and interest on the note secured by Deed of Trust recorded or unrecorded,
5 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to
6 provide a reconveyance as to a portion of APN 749-160-009, and to furnish Grantor with good
7 and sufficient receipt showing said moneys credited against the indebtedness secured by said
8 Deed of Trust.

9 Grantor hereby authorizes and directs the disbursement of funds which are
10 demanded under the terms of said Deed of Trust.

11 4. The close of escrow is subject to an acceptable Phase 1 Environmental Site
12 Assessment Report. Said report shall be the sole responsibility of Agency.

13 5. It is mutually understood and agreed by and between the parties hereto that the
14 right of possession and use of the subject Property by Agency, including the right to remove and
15 dispose of improvements, shall commence at the close of escrow. The amount shown in
16 Paragraph 1A includes, but is not limited to, full payment for such possession and use.

17 6. Grantor recognizes and understands that the consideration hereunder may
18 originate from local, state, and/or federal sources; and therefore, Agency shall have the right
19 to terminate this transaction if:

20 A. Such funding is reduced or otherwise becomes unavailable, based on
21 Agency annual fiscal budget.

22 B. If any law, rule or regulation precludes, prohibits or materially adversely
23 impairs Agency's ability to use the Premises for the use permitted herein.

24 C. If Agency in its sole discretion determines that the Property is no longer
25 suitable for its use for any reason or cause. Agency shall provide Grantor with written notification
26 of its election to terminate this transaction at least 30 days prior to the date of close of escrow.
27 Agency's notice shall state reason for its termination.

28 7. Grantor hereby agrees and consents to the dismissal of any condemnation action

1 which has been or may be commenced by Agency in the Superior Court of Riverside County to
2 condemn said land, and waives any and all claim to money that has been or may be deposited in
3 court in such case or to damages by reason of the filing of such action.

4 8. The performance by Agency of its obligations under this Agreement shall relieve
5 Agency of any and all further obligations or claims on account of the acquisition of the Property
6 referred to herein or on account of the location, grade, or construction of the proposed public
7 improvement.

8 9. Agency and Grantor acknowledge the final location and future use of utilities will be
9 at the discretion of the Coachella Valley Water District or Imperial Irrigation District.

10 10. This Agreement shall not be changed, modified, or amended except upon the written
11 consent of the parties hereto.

12 11. This Agreement is the result of negotiations between the parties and is intended by
13 the parties to be a final expression of their understanding with respect to the matters herein
14 contained. This Agreement supersedes any and all other prior agreements and understandings,
15 oral or written, in connection therewith. No provision contained herein shall be construed against
16 Agency solely because it prepared this Agreement in its executed form.

17 12. The acquisition of the Property shall be contingent upon the approval by the Agency
18 Board of Directors of the Authorization to Purchase and the approval of the Agreement. This
19 contingency will be removed from escrow upon the receipt of the Agreement signed by the
20 Agency Board of Directors.

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1 13. Grantor, his assigns and successors in interest, shall be bound by all the terms and
2 conditions contained in this Agreement, and all the parties thereto shall be jointly and severally
3 liable thereunder.

4 Dated: 9-27-2010

Desert Fresh Properties, LLC,
A California Limited Liability Company

6 By: The Blaine Carian and Susan Kitagawa
2005 Trust, Member

7 By: 
8 Blaine Carian, Trustee

9 By: 
10 Anthony A. Bianco, Member

11 RECOMMENDED FOR APPROVAL:

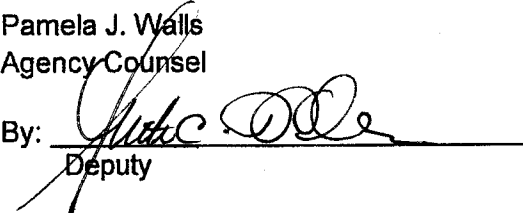
REDEVELOPMENT AGENCY FOR THE
12 COUNTY OF RIVERSIDE

13 By: _____
14 Yolanda King
15 Real Property Agent I
Real Property Division

By: _____
16 Marion Ashley, Chairman
17 Board of Directors

18 APPROVED AS TO FORM:

19 Pamela J. Walls
Agency Counsel

20 By: 
21 Deputy

22 ATTEST:

23 Kecia Harper-Ihem
24 Clerk to the Board

25 Dated: _____

26 By: _____

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EXHIBIT A

PARCEL 1

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH $89^{\circ}54'16''$ EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 626.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 86 PER DEEDS RECORDED MARCH 24, 1933 IN BOOK 116, PAGE 418 AND JUNE 9, 1936 IN BOOK 282 PAGE 516, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH $26^{\circ}40'06''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 86, 67.20 FEET TO A LINE PARALLEL WITH AND 60.00 FEET SOUTHERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

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CONTAINS 134,447 SQUARE FEET OR 3.09 ACRES MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE IS
MADE A PART HEREOF.

PREPARED BY:
NOLTE ASSOCIATES, INC.

Jay S. Fahrion 7/7/10

JAY S. FAHRION DATE
L.S. 8207

