

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

149A



FORM APPROVED COUNTY COUNSEL
DATE 8/14/12
BY PATRICIA MUNROE
Department of County

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
September 13, 2012

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Sunset Avenue Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcels 0529-001A, 0529-001B, 0529-001C and Temporary Construction Access Agreement for Parcels 0529-001D and 0529-001E, all within a portion of Assessor's Parcel Number 537-110-006;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the county;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

| | | | | |
|-----------------------|-------------------------------|-----------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 90,500 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/13 |

COMPANION ITEM ON BOARD AGENDA: No

| | | |
|--|---|--------------------------|
| SOURCE OF FUNDS: City of Banning – 100% | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY:
Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 9/12/12
SAMUEL WONG

Policy Policy

Consent Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 5/5

Agenda Number: 3.22

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$57,910 to purchase Parcels 0529-001A, 0529-001B, and 0529-001C and \$12,690 for a temporary construction easement on Parcels 0529-001D and 0529-001E, all within a portion of Assessor's Parcel Number 537-110-006 and \$19,900 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation at the Union Pacific Railroad (UPRR) and Sunset Avenue at-grade crossing in the City of Banning. The existing grade on Sunset Avenue would be lowered to obtain vertical clearance between Sunset Avenue and the existing railroad tracks (Project). As part of the Project, a new railroad bridge structure would be constructed and Sunset Avenue would be reconstructed to maintain two existing through lanes in each direction with added sidewalks for pedestrian circulation. In addition, the existing on/off ramps at the I-10/Sunset Avenue interchange would be reconstructed to accommodate the changes in elevation. The new ramps would be constructed within the same general alignment as the existing ramps.

Connection of the proposed grade separation would require a temporary shoo-fly track adjacent to and south of the existing UPRR mainline. A shoo-fly is a temporary by-pass necessary to maintain rail circulation through the project area during construction of the new structure. The shoo-fly would consist of two tracks constructed within the existing UPRR right-of-way extending both east and west of Sunset Avenue. Upon completion of the structure, the shoo-fly would be removed.

The Project is needed in order to improve traffic flow and increase public safety by eliminating the conflicting train/vehicle movement. This will serve to end traffic delays for motorists and emergency vehicles traveling north or south on Sunset Avenue caused by the at-grade crossing, as well as improve the efficient movement of goods through Riverside County.

The Notice of Exemption was filed and posted on December 8, 2010. RCTD staff conducted a review of the Project and it is exempt for the provisions of the California Environmental Quality Act (CEQA) based on Section 15282(g).

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion Section 6004; 23 CFR 771.117(d)(3)) was approved on February 5, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

(Continued)

BACKGROUND: (Continued)

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of permanent and temporary rights of a portion of Assessor's Parcel Number 537-110-006 from Lennar Homes of California (Lennar) for the price of \$70,600. There are costs of \$19,900 associated with this transaction. Lennar will execute the following deeds in favor of the City of Banning for a portion of Assessor's Parcel Number 537-110-006: 1) Easement Deed for road and utility purposes referenced as Parcel 0529-001A, 2) Easement Deed for slope and maintenance purposes referenced as Parcel 0529-001B, and 3) Easement Deed for utility purposes referenced as Parcel 0529-001C.

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

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction access of a portion of Assessor's Parcel Number 537-110-006:

| | |
|------------------------------------|----------|
| Acquisition | \$57,910 |
| Temporary Construction Access | \$12,690 |
| Estimated Title and Escrow Charges | \$2,000 |
| Preliminary Title Report | \$400 |
| County Appraisal | \$5,500 |
| EDA/FM Real Property Staff Time | \$12,000 |
| Total Estimated Acquisition Costs | \$90,500 |

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) and has been or will be reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department. All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county costs will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement
Temporary Construction Access Agreement

1 PROJECT: Sunset Avenue Grade Separation
2 PARCELS: 0529-001A, 0529-001B, and 0529-001C
3 APN: 537-110-006 (Portion)
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 ("County"), and Lennar Homes of California, Inc., a California Corporation, as to a
9 twenty five percent (25%) undivided interest, and MSD Sunset Crossroads, LLC, a
10 Delaware limited liability company, as to a seventy five percent (75%) undivided
11 interest ("Grantor"). County and Grantor are sometimes collectively referred to as
12 "Parties".

13 **RECITALS**

14 WHEREAS, Grantor owns that certain real property located in the City of
15 Banning, County of Riverside, State of California, as depicted on the Plat Map
16 identified as Attachment "1", attached hereto and made a part hereof. The real
17 property consisting of 42.47 acres of land and is also known as Assessor's Parcel
18 Number: 537-110-006 ("Property"); and

19 WHEREAS, Grantor desires to sell to the County and the County desire to
20 purchase a portion for easements for public road and utility purposes, including
21 drainage purposes and slope and maintenance purposes, in the Property ("ROW"), for
22 the purpose of constructing the Sunset Avenue Grade Separation Project ("Project") as
23 follows: Road and Utility Easement Deeds in favor of the City of Banning referenced as
24 Parcel 0529-001A and described on Attachment "2A" attached hereto and made a part
25 hereof; a Slope and Maintenance Easement Deed in favor of the City of Banning
26 referenced as Parcel 0529-001B and described on Attachment "2B" attached hereto
27 and made a part hereof; and an Utility Easement Deed in favor of the City of Banning
28

1 referenced as Parcel 0529-001C and described on Attachment "2C" attached hereto
2 and made a part hereof pursuant to the terms and conditions set forth herein; and

3 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
4 Temporary Construction Easement Agreement to grant County the right to temporarily
5 use portions of the Property, as described therein, for the construction of the Project;
6 and

7 WHEREAS, the Effective Date is the date on which this Agreement is approved
8 and fully executed by County and Grantor as listed on the signature page of this
9 Agreement;

10 NOW, THEREFORE, in consideration of the payment and other obligations set
11 forth below, Grantor and County mutually agree as follows:

12 1. County shall:

13 A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow
14 Holder") upon execution of a fully executed Agreement ("Effective Date").

15 B. Pay to the undersigned Grantor(s) by tendering payment to the
16 Escrow Holder in the amount of Fifty Seven Thousand Nine Hundred Ten Dollars
17 (\$57,910) ("Purchase Price"), which is specifically agreed by the Parties to be the full
18 amount of compensation due and owing to Grantor for the ROW, conveyed by said
19 deed, when title to said ROW vests in County free and clear of all liens, encumbrances,
20 easements, leases (recorded or unrecorded), and taxes except those encumbrances
21 and easements which, in the sole discretion of the County, are acceptable, except:

22 a. Current fiscal year, including personal property tax, if any, and
23 any further assessment thereto under Chapter 3.5 of Revenue
24 and Taxation Code of the State of California.

25 b. Easements or rights of way of record over said land for public
26 or quasi-public utility or public street purposes, if any.
27
28

- 1 c. Any items on the Preliminary Title Report (PTR) not objected to
2 by County in a writing provided to Escrow Holder before the
3 Close of Escrow.
4 d. All other taxes owed whether current or delinquent are to be
5 current.

6 C. At closing or Close of Escrow, have the authority to deduct and
7 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
8 all real property taxes, bonds, and assessments in the following manner:

- 9 a. All real property taxes shall be prorated, paid, and canceled
10 pursuant to the provisions of Section 5081 et. Seq., of the
11 Revenue and Taxation Code.
12 b. As a deduction from the amount shown in Paragraph 1B,
13 County is authorized to pay any unpaid liens or taxes together
14 with penalties, cost and interest thereon, and any bonds or
15 assessments that are due on the date title is transferred to.
16 c. Pay reasonable escrow, recording, and reconveyance fees
17 incurred in this transaction, and if title insurance is desired by
18 the County, the premium charged therefore. Said escrow and
19 recording charges shall not, include documentary transfer tax.

20 D. Direct Escrow Holder to disburse purchase price minus any and all
21 charges due upon Close of Escrow in accordance with escrow instructions.

22 E. Replace in similar or like kind the chain link fence at County's sole
23 cost.

24 2. Grantor shall:

25 A. Execute and acknowledge and will deliver to Craig Olsen, Real
26 Property Agent for the County or to the designated escrow company, an Easement
27 Deed in favor of the City of Banning dated _____ identified as Parcel Number
28 0529-001A; an Easement Deed in favor of the City of Banning dated _____

1 identified as Parcel Number 0529-001B; and an Easement Deed in favor of the City of
2 Banning dated _____ identified as Parcel Number 0529-001C.

3 B. Represent and warrant that during the period of Grantor's
4 ownership of the property, there have been no disposals, releases or threatened
5 releases of hazardous substances or hazardous waste substances on, from, or under
6 the property. Grantor further represents and warrants that Grantor has no knowledge of
7 any disposal, release, or threatened release of hazardous substances or hazardous
8 waste substances, on, from or under the property which may have occurred prior to
9 Grantor taking title to the property.

10 The acquisition price of the property being acquired in this transaction
11 reflects the fair market value of the property without the presence of contamination. If
12 the property being acquired is found to be contaminated by the presence of hazardous
13 waste which requires mitigation under Federal or State Law, the County may elect to
14 recover its cleanup costs from those who caused or contributed to the contamination.

15 3. It is mutually understood and agreed by and between the parties hereto
16 that the right of possession and use of the subject property by County, including the
17 right to remove and dispose of improvements, shall commence upon the execution of
18 this Agreement by all parties. The amount shown in Paragraph 1B includes, but is not
19 limited to, full payment for such possession and use.

20 4. This Right of Way Acquisition Agreement embodies all of the
21 considerations agreed upon between the County and Grantor. This Agreement was
22 obtained without coercion, promises other than those provided herein, or threats of any
23 kind whatsoever by or to either party. By executing this Agreement, Grantor
24 represents that Grantor has no direct or indirect present or contemplated future
25 personal interest in the property being acquired or in any benefit from the acquisition of
26 subject property.

27 5. The performance of this Agreement constitutes the entire consideration
28 for the acquisition of the property under this Agreement and shall relieve the County of

1 all further obligations or claims on account of the acquisition of the property referred to
2 herein or an account of the location, grade or construction of the proposed public
3 improvement.

4 6. This Agreement is made solely for the benefit of the Parties to this
5 Agreement and their respective successors and assigns, and no other person or entity
6 may have or acquired any right of virtue of this Agreement.

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

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

15 9. Any action at law or in equity brought by either of the Parties hereto for
16 the purpose of enforcing a right or rights provided for by this Agreement shall be tried
17 in a court of competent jurisdiction in the County of Riverside, State of California, and
18 the Parties hereby waive all provisions of law providing for a change of venue in such
19 proceedings to any other county.

20 10. Grantor, (his/her/its/their) assigns and successors in interest shall be
21 bound by all the terms and conditions contained in this Agreement, and all the parties
22 thereto shall be jointly and severally liable thereunder.

23 11. This Agreement may be signed in counterpart or duplicate copies, and
24 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
25 purposes.


26
27 (SIGNATURES ON NEXT PAGE)
28

1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.


3 Dated: _____

GRANTOR:

4 **Lennar Homes of California, Inc., a**
5 **California Corporation, as to a**
6 **twenty five percent (25%) undivided**
7 **interest**

8 By: 
9 Name: GREG MCGUFF
10 Its: Vice President

11 **MSD Sunset Crossroads, LLC, a**
12 **Delaware limited liability company,**
13 **as to a seventy five percent (75%)**
14 **undivided interest**

15 By: 
16 Name: ADAM EPSTEIN
17 Its: AUTHORIZED REPRESENTATIVE

18 **COUNTY OF RIVERSIDE, a political**
19 **subdivision of the State of California**

20 **ATTEST:**
21 **Kecia Harper-Ihem**
22 **Clerk of the Board**

23 By: _____
24 **John F. Tavaglione, Chairman**
25 **Board of Supervisors**

26 By: _____
27 Deputy

28 **APPROVED AS TO FORM:**
29 **Pamela J. Walls**
30 **County Counsel**

31 By: 
32 ~~Synthia M. Gunzel~~ **Patricia Munkoe**
33 **Deputy County Counsel**

CO:jg/070512/310TR/14.796 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.796.doc

ATTACHMENT "1"

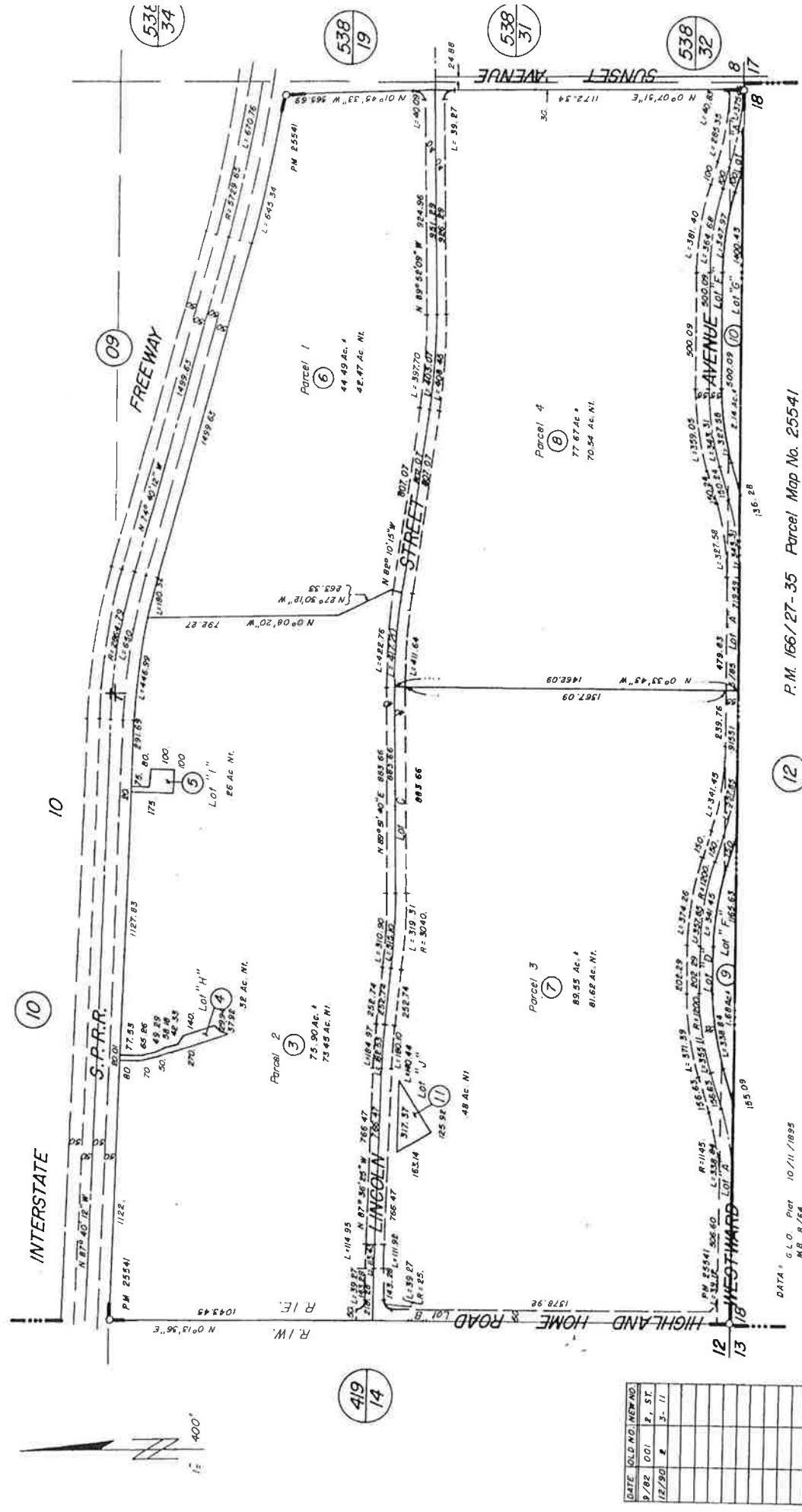
Assessor's Plat Map

537-11
24-26

T.R.A. 001-006

POR. S 1/2 SEC. 7, T.3S., R.1.E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



| DATE | SOLD NO. | NEW NO. |
|-------|----------|---------|
| 9/82 | 001 | P. ST. |
| 12/90 | # | 3-11 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DATA: G.L.O. Plat 10/11/1895
M.B. 8/64

DEC. 1990 STP

12

P.M. 166/27-35 Parcel Map No. 25541

ASSESSOR'S MAP BK. 537 PG. 11
RIVERSIDE COUNTY CALIF.

Attachment "2A"

Public Road and Utility Easement

1. A portion of APN: 537-110-006 Parcel 0529-001A in favor of the City of Banning

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-001A

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR;

THENCE S 01°49'01" E ALONG THE EASTERLY LINE OF SAID PARCEL 1 AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 289.53 FEET;

THENCE LEAVING SAID EASTERLY LINE OF PARCEL 1 N 04°17'11" W, A DISTANCE OF 192.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,050.78 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°46'43", AN ARC DISTANCE OF 99.45 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITAIL RADIAL BEARING OF S 08°53'29" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°06'06", AN ARC DISTANCE OF 10.34 FEET TO THE POINT OF **BEGINNING**.

CONTAINING: 1,742 SQUARE FEET, OR 0.040 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

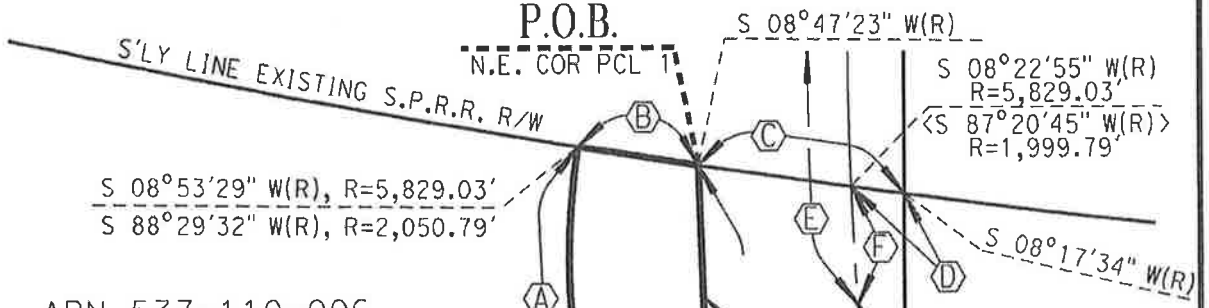
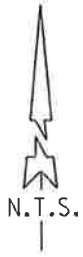
APPROVED BY: Timothy F. Rayburn

DATE: 9/4/2012



EXHIBIT "B"

P.O.B.



APN 537-110-006

SE 1/4 SECTION 7
T3S, R1E, S.B.M.

TRUSTEE'S DEED
INST. #2010_0208798
REC. 5-6-2010
AS PCL A

LINE DATA

① <N 00°52'30" W - 129.69'>

CURVE DATA

PM 166/27-35

Ⓐ R = 2,050.78'
Δ = 02°46'43"
L = 99.45'
T = 49.74'

PCL 1

PARCEL
0529-001A
1,742 SQ.FT.
0.040 AC.

Ⓑ R = 5,829.03'
Δ = 00°06'06"
L = 10.34'
T = 5.17'

Ⓒ R = 5,829.03' Ⓔ <R = 1,999.79'>
Δ = 00°29'49" <Δ = 02°19'32">
L = 50.56' <L = 81.17'>
T = 25.28' <T = 40.59'>

CITY
OF
BANNING

Ⓓ R = 5,829.03' Ⓕ <R = 1,999.79'> Ⓖ <R = 1,999.79'>
Δ = 00°05'21" <Δ = 00°33'34"> <Δ = 02°20'19">
L = 9.06' <L = 19.53'> <L = 81.63'>
T = 4.53' <T = 40.82'>

NOTE:

① R/W PER GRANT DEED AS INST. #132985
REC. 08/03/1982. () - INDICATES REC DATA PER PM 166/27-35

<> - INDICATES DATA PER PROJECT CONST. PLANS

ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: SUNSET AVENUE (GRADE SEPARATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy E. Rayburn* DATE: 9/4/2012

PAR. NO.: 0529-001A

PREPARED BY: BCIII

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: CO-0259

SHEET 1 OF 1

Attachment "2B"

Slope Easement

1. A portion of APN: 537-110-006 Parcels 0529-001B in favor of the City of Banning

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-001B

AN EASEMENT FOR SLOPE AND MAINTENANCE PURPOSES, BEING A PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°06'06", AN ARC DISTANCE OF 10.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,050.78 FEET AN INITIAL RADIAL BEARING OF S 88°29'32" W, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°46'43", AN ARC DISTANCE OF 99.45 FEET;

THENCE S 04°17'11" E, A DISTANCE OF 192.20 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE;

THENCE S 01°49'01" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.69 FEET;

THENCE N 15°53'13" W, A DISTANCE OF 203.45 FEET;

THENCE N 08°25'44" W, A DISTANCE OF 223.97 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 09°32'36" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°39'07", AN ARC DISTANCE OF 66.33 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 16,455 SQUARE FEET, OR 0.378 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 1/19/2012

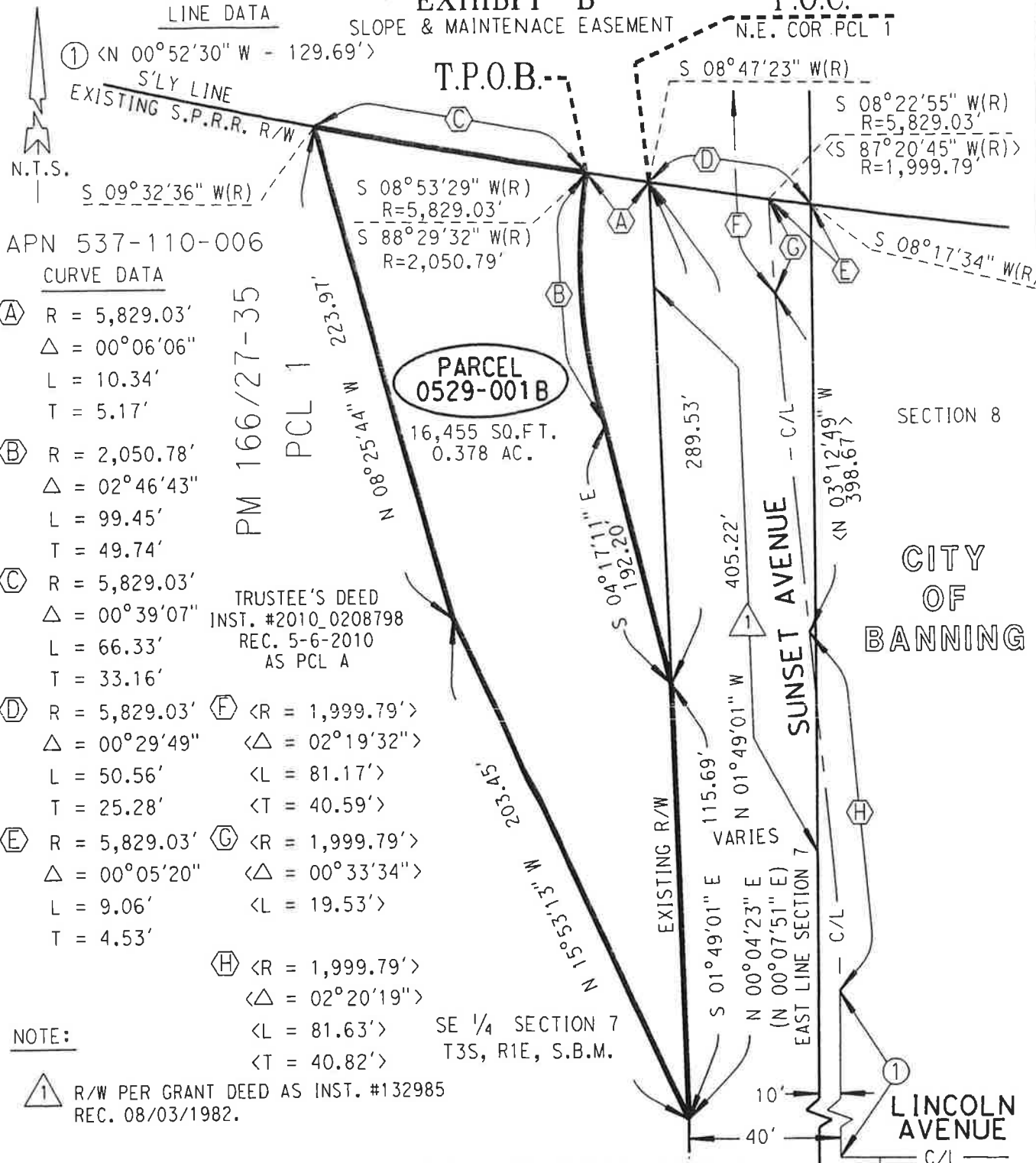


EXHIBIT "B"

P.O.C.

SLOPE & MAINTENANCE EASEMENT

N.E. COR. PCL 1



LINE DATA

① <N 00°52'30" W - 129.69'>

S'LY LINE
EXISTING S.P.R.R. R/W

N.T.S.

S 09°32'36" W(R)

APN 537-110-006

CURVE DATA

Ⓐ R = 5,829.03'

Δ = 00°06'06"

L = 10.34'

T = 5.17'

Ⓑ R = 2,050.78'

Δ = 02°46'43"

L = 99.45'

T = 49.74'

Ⓒ R = 5,829.03'

Δ = 00°39'07"

L = 66.33'

T = 33.16'

TRUSTEE'S DEED
INST. #2010_0208798
REC. 5-6-2010
AS PCL A

Ⓓ R = 5,829.03' Ⓕ <R = 1,999.79'>

Δ = 00°29'49" <Δ = 02°19'32">

L = 50.56' <L = 81.17'>

T = 25.28' <T = 40.59'>

Ⓔ R = 5,829.03' Ⓖ <R = 1,999.79'>

Δ = 00°05'20" <Δ = 00°33'34">

L = 9.06' <L = 19.53'>

T = 4.53'

Ⓗ <R = 1,999.79'>

<Δ = 02°20'19">

<L = 81.63'> SE ¼ SECTION 7

<T = 40.82'> T3S, R1E, S.B.M.

NOTE:

① R/W PER GRANT DEED AS INST. #132985
REC. 08/03/1982.

<> - INDICATES DATA PER PROJECT CONST. PLANS

ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0529-001B

PROJECT: **SUNSET AVENUE (GRADE SEPARATION)**

PREPARED BY: BCIII

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: CO-0259

APPROVED BY: *Timothy F. Rayburn* DATE: 1/19/2012

SHEET 1 OF 1

Attachment "2C"

Utility Easement

1. A portion of APN: 537-110-006 Parcels 0529-001C in favor of the City of Banning

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-001C

AN EASEMENT FOR PUBLIC UTILITY PURPOSES, BEING A PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°50'16", AN ARC DISTANCE OF 85.23 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 09°05'11" E, A DISTANCE OF 375.18 FEET;

THENCE S 01°32'15" E, A DISTANCE OF 171.86 FEET;

THENCE S 79°35'34" E, A DISTANCE OF 37.88 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE;

THENCE S 01°49'01" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.46 FEET;

THENCE N 79°35'34" W, A DISTANCE OF 58.42 FEET;

THENCE N 01°32'15" W, A DISTANCE OF 186.75 FEET;

THENCE N 09°05'11" W, A DISTANCE OF 380.67 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING S 09°50'07" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°12'28", AN ARC DISTANCE OF 21.14 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 12,107 SQUARE FEET, OR 0.278 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 1/19/2012



EXHIBIT "B"

PUBLIC UTILITY EASEMENT

P.O.C.



S'LY LINE S 09°37'39" W(R)
 EXISTING S.P.R.R. R/W S 09°50'07" W(R)

-T.P.O.B.

N.E. COR PCL 1 S 08°47'23" W(R)
 S 08°22'55" W(R) R=5,829.03'
 <S 87°20'45" W(R)> R=1,999.79'

APN 537-110-006

LINE DATA

- ① S 79°35'34" E - 37.88'
- ② S 01°49'01" E - 20.46'
- ③ S 01°49'01" E - 50.21'
- ④ S 00°04'23" E - 24.88'
- ⑤ <N 00°52'30" W - 129.69'>

TRUSTEE'S DEED
 INST. #2010_0208798
 REC. 5-6-2010
 AS PCL A

CURVE DATA

- Ⓐ R = 5,829.03' SE 1/4 SECTION 7
 Δ = 00°50'16" T3S, R1E, S.B.M.
 L = 85.23'
 T = 42.62' Ⓔ <R = 1,999.79'>
- Ⓑ R = 5,829.03' <Δ = 02°19'32">
 Δ = 00°12'28" <L = 81.17'>
 L = 21.14' <T = 40.59'>
 T = 10.57' Ⓕ <R = 1,999.79'>
- Ⓒ R = 5,829.03' <Δ = 00°33'34">
 Δ = 00°29'49" <L = 19.53'>
 L = 50.56' Ⓖ <R = 1,999.79'>
 T = 25.28' <Δ = 02°20'19">
- Ⓓ R = 5,829.03' <L = 81.63'>
 Δ = 00°05'21" <T = 40.82'>
 L = 9.06'
 T = 4.53'

PM 166/27-35

PCL 1

NOTE:

- ① R/W PER GRANT DEED AS INST. #132985 REC. 08/03/1982.

<> - INDICATES DATA PER PROJECT CONST. PLANS

ALL DISTANCES SHOWN ARE GRID DISTANCES.
 GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
 GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.



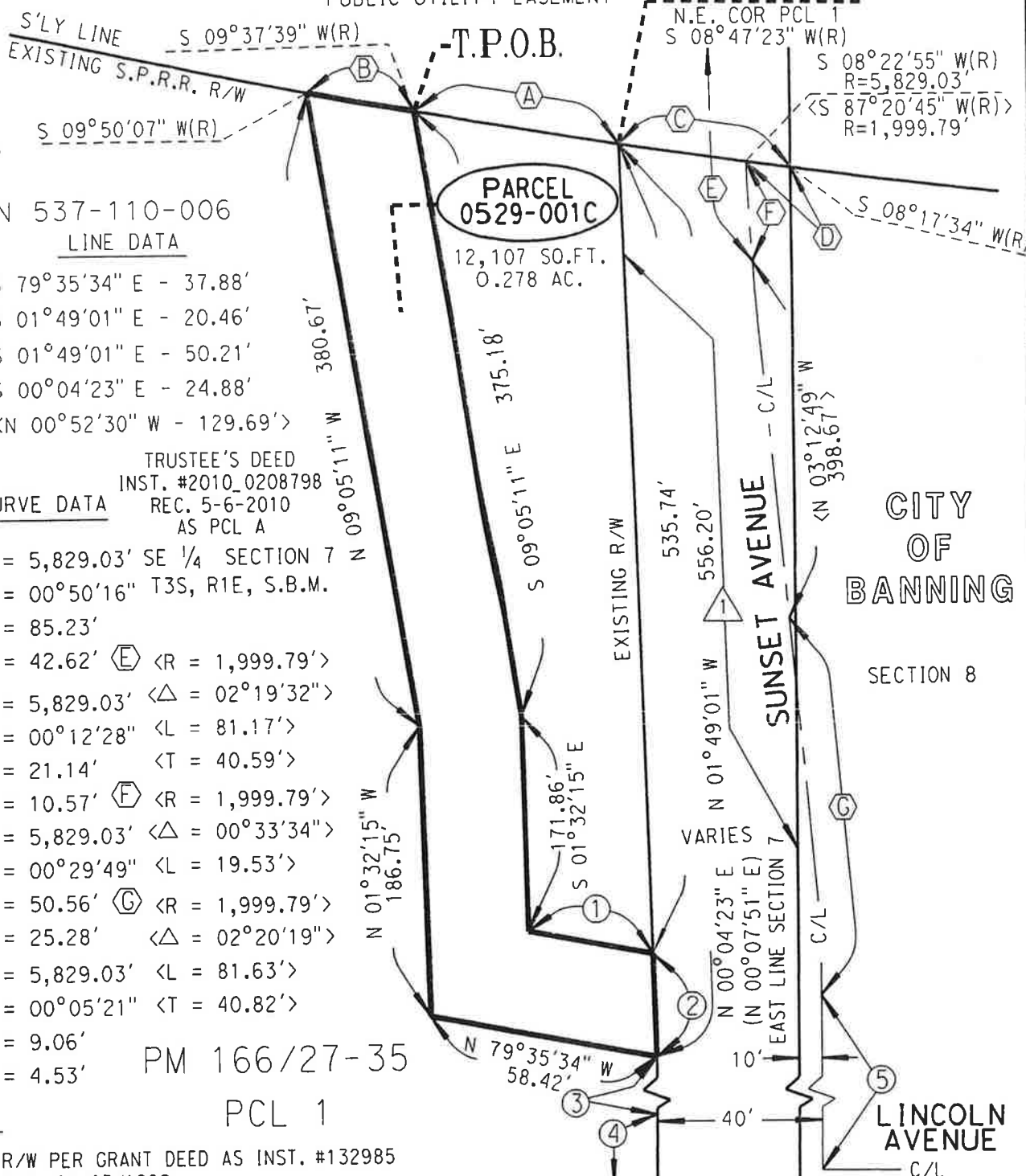
COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **SUNSET AVENUE (GRADE SEPARATION)**

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 1/19/2012

| | |
|--------------|---------------|
| PAR. NO.: | 0529-001C |
| PREPARED BY: | BCIII |
| SCALE: | N.T.S. |
| DATE: | JANUARY, 2012 |
| W.O. NO.: | CO-0259 |
| SHEET 1 OF 1 | |



CITY OF BANNING
 SECTION 8

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 (“County”), and

3
4 Lennar Homes of California, Inc., a California Corporation, as to a twenty five percent
5 (25%) undivided interest, and MSD Sunset Crossroads, LLC, a Delaware limited liability
6 company, as to a seventy five percent (75%) undivided interest
7 (“Grantor”)

8
9 PROJECT: Sunset Avenue Grade Separation
10 PARCELS: 0529-001D and 0529-001E
11 APN: 537-110-006 (Portion)

12
13 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

14 This Temporary Construction Access Agreement (“Agreement”) is made by and
15 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
16 (“County”) and Lennar Homes of California, Inc., a California Corporation, as to a
17 twenty five percent (25%) undivided interest, and MSD Sunset Crossroads, LLC, a
18 Delaware limited liability company, as to a seventy five percent (75%) undivided
19 interest (“Grantor”). County and Grantor are sometimes collectively referred to as
20 “Parties”.

21 1. The right is hereby granted to County to enter upon and use the land of
22 Grantor in the County of Riverside, State of California, described as portion of
23 Assessor’s Parcel Number 537-110-006, highlighted on Attachment “1”, attached
24 hereto (“Property”), and made a part hereof, for all purposes necessary to facilitate and
25 accomplish the construction of Sunset Avenue Grade Separation Project.

26 2. The temporary construction access, used during construction of the
27 Project, referenced as Parcel No(s). 0529-001D and 0529-001E consisting of
28 approximately .53 acres or 23,072 square feet as designated on Attachment “2”,

1 attached hereto, and made a part hereof ("TCA Area").

2 3. A thirty (30) day written notice shall be given to Grantor prior to using the
3 rights herein granted. The rights herein granted may be exercised for 24 months from
4 the thirty (30) day written notice, or until completion of said project, whichever occurs
5 later.

6 4. It is understood that the County may enter upon the TCA Area where
7 appropriate or designated for the purpose of getting equipment to and from the TCA
8 Area. County agrees not to damage the TCA Area in the process of performing such
9 activities.

10 5. At the termination of the period of use of TCA Area by County, but before
11 its relinquishment to Grantor, debris generated by County's use will be removed and
12 the surface will be graded and left in a neat condition.

13 6. Grantor shall be held harmless from all claims of third persons arising
14 from the County's use of the TCA Area permitted under this Agreement; however, this
15 hold harmless agreement does not extend to any property damage the undersigned
16 may have suffered by reason of hazardous waste on the property nor does it hold
17 harmless the owner(s) from any liability as a consequence of the presence of
18 hazardous waste on the property.

19 7. Grantor hereby warrants that they are the owners of the Property
20 described above and that they have the right to grant County permission to enter upon
21 and use the Property.

22 8. This Agreement is the result of negotiations between the parties hereto.
23 This Agreement is intended by the parties as a final expression of their understanding
24 with respect to the matters herein and is a complete and exclusive statement of the
25 terms and conditions thereof. No provision contained herein shall be construed against
26 the County solely because it provided or prepared this Agreement in its executed form.

27 9. This Agreement shall not be changed, modified, or amended except upon
28 the written consent of the parties hereto.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10. This Agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

11. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder.

12. County shall pay to the order of Grantor the sum of Twelve Thousand Six Hundred Ninety Dollars (\$12,690) for the right to enter upon and use the TCA Area in accordance with the terms hereof.

13. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(SIGNATURES ON NEXT PAGE)

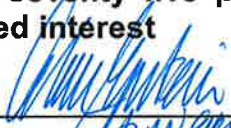
1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3 Dated: _____

GRANTOR:
Lennar Homes of California, Inc., a
California Corporation, as to a
twenty five percent (25%) undivided
interest

By: 
Name: Greg McGuff
Its: Vice President

MSD Sunset Crossroads, LLC, a
Delaware limited liability company,
as to a seventy five percent (75%)
undivided interest

By: 
Name: Patricia Munoz
Its: President

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
John F. Tavaglione, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Patricia Munoz
Synthia M. Gunzel
Deputy County Counsel

CO:\sl\051412\310TR\14.800 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.800.doc

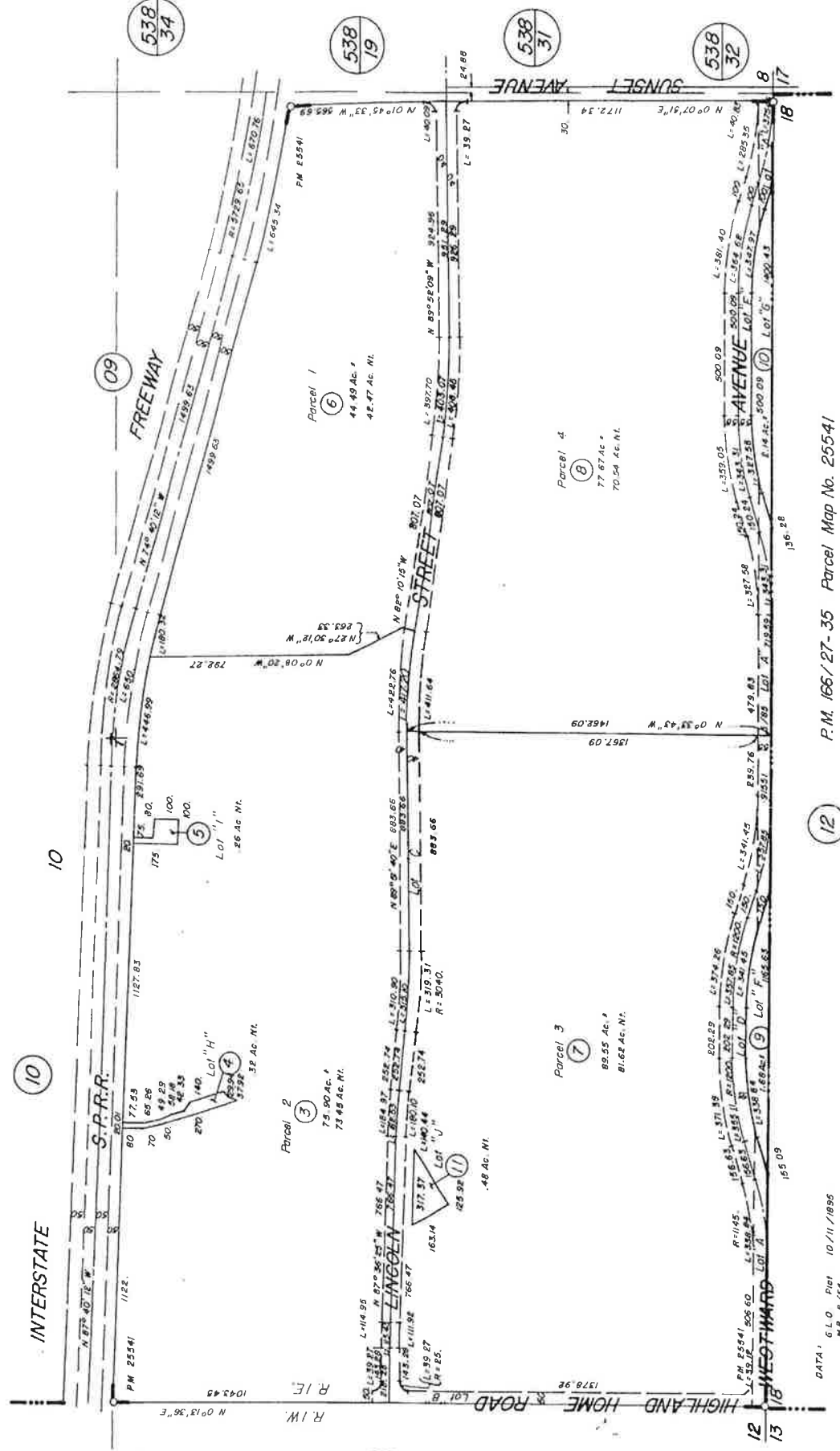
ATTACHMENT "1"
Assessor's Plat Map

T.R.A. 001-006

POR. S 1/2 SEC. 7, T. 3S., R. 1E.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.

537-11
24-26



| DATE | OLD P.C. | NEW AND |
|-------|----------|---------|
| 9/82 | 001 | P. ST. |
| 12/90 | 2 | 3-11 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DATA: G.L.O. Plat 10/11/1895
M.B. 6/64

P.M. 166/27-35 Parcel Map No. 25541

DEC. 1990 STP

ASSESSORS MAP BK. 537 PG. 11
RIVERSIDE COUNTY CALIF.

ATTACHMENT "2"

Parcel 0529-001D

Parcel 0529-001E

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-001D

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°45'13", AN ARC DISTANCE OF 76.67 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 08°25'44" E, A DISTANCE OF 223.97 FEET;

THENCE S 15°53'13" E, A DISTANCE OF 203.45 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE;

THENCE S 01°49'01" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.52 FEET;

THENCE N 79°35'34" W, A DISTANCE OF 37.88 FEET;

THENCE N 01°32'15" W, A DISTANCE OF 171.86 FEET;

THENCE N 09°05'11" W, A DISTANCE OF 375.18 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING S 09°37'39" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°05'03", AN ARC DISTANCE OF 8.56 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 9,850 SQUARE FEET, OR 0.226 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 1/19/2012



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

P.O.C.

S'LY LINE S 09°32'36" W(R)
EXISTING S.P.R.R. R/W

T.P.O.B.

N.E. COR PCL 1
S 08°47'23" W(R)

S 08°22'55" W(R)
R=5,829.03'
<S 87°20'45" W(R)>
R=1,999.79'

N.T.S.

S 09°37'39" W(R)

APN 537-110-006

SE 1/4 SECTION 7
T3S, R1E, S.B.M.

CURVE DATA

- (A) R = 5,829.03'
Δ = 00°29'49"
L = 50.56'
T = 25.28' (E) <R = 1,999.79'>
- (B) R = 5,829.03' <Δ = 02°19'32">
Δ = 00°45'13" <L = 81.17'>
L = 76.67' <T = 40.59'>
T = 38.34' (E) <R = 1,999.79'>
- (C) R = 5,829.03' <Δ = 00°33'34">
Δ = 00°05'03" <L = 19.53'>
L = 8.56' (E) <R = 1,999.79'>
T = 4.28' <Δ = 02°20'19">
- (D) R = 5,829.03' <L = 81.63'>
Δ = 00°05'21" <T = 40.82'>
L = 9.06'
T = 4.53'

LINE DATA

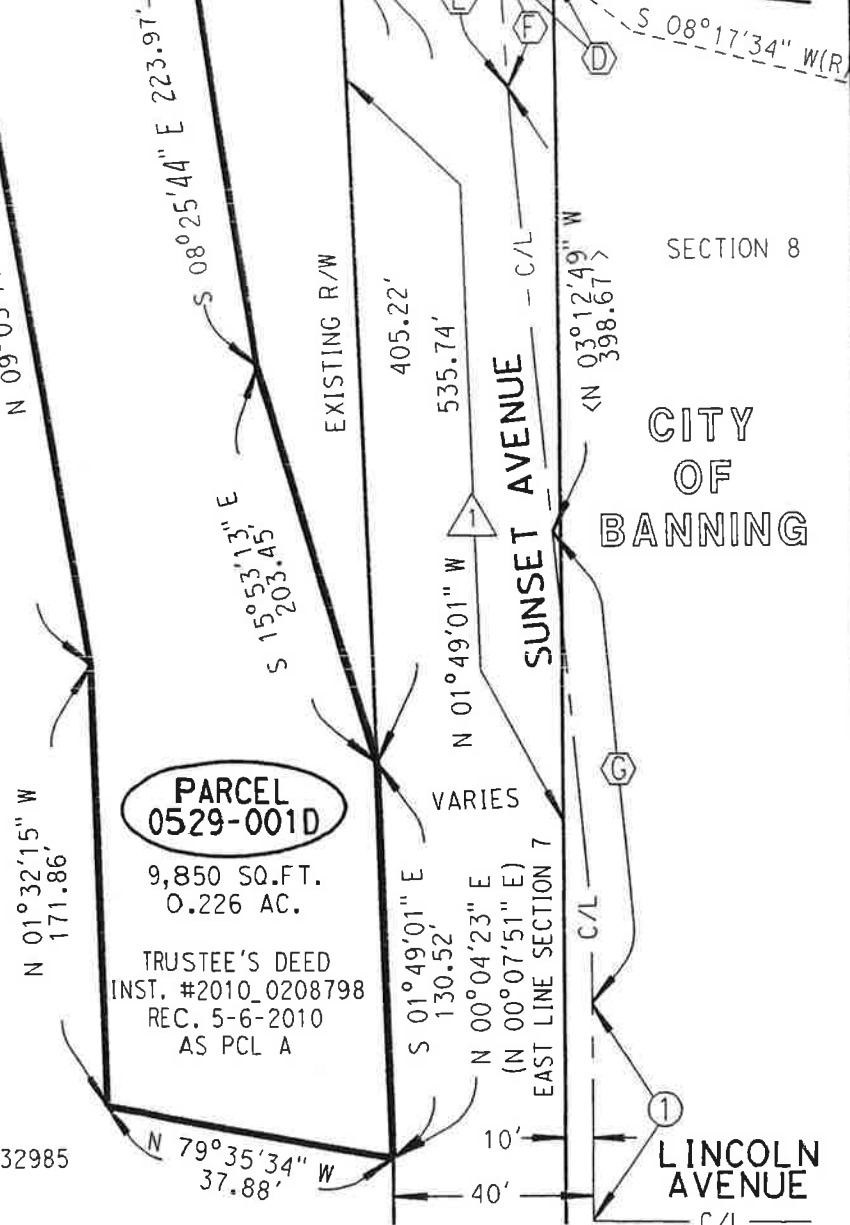
(1) <N 00°52'30" W - 129.69'>

PM 166/27-35

PCL 1

NOTE:

(1) R/W PER GRANT DEED AS INST. #132985
REC. 08/03/1982.



PARCEL 0529-001D
9,850 SQ.FT.
0.226 AC.

TRUSTEE'S DEED
INST. #2010_0208798
REC. 5-6-2010
AS PCL A

SECTION 8

CITY OF BANNING

LINCOLN AVENUE

<> - INDICATES DATA PER PROJECT CONST. PLANS

ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.



| | |
|--|---------------------|
| COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV. | PAR. NO.: 0529-001D |
| PROJECT: SUNSET AVENUE (GRADE SEPARATION) | PREPARED BY: BCIII |
| THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION. | SCALE: N.T.S. |
| | DATE: JANUARY, 2012 |
| | W.O. NO.: CO-0259 |
| APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 1/19/2012 | SHEET 1 OF 1 |

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-001E

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°02'44", AN ARC DISTANCE OF 106.37 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 09°05'11" E A DISTANCE, OF 71.18 FEET;

THENCE N 69°47'38" W, A DISTANCE OF 463.39 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING S 14°05'34" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 04°15'27", AN ARC DISTANCE OF 433.14 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 13,222 SQUARE FEET, OR 0.304 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

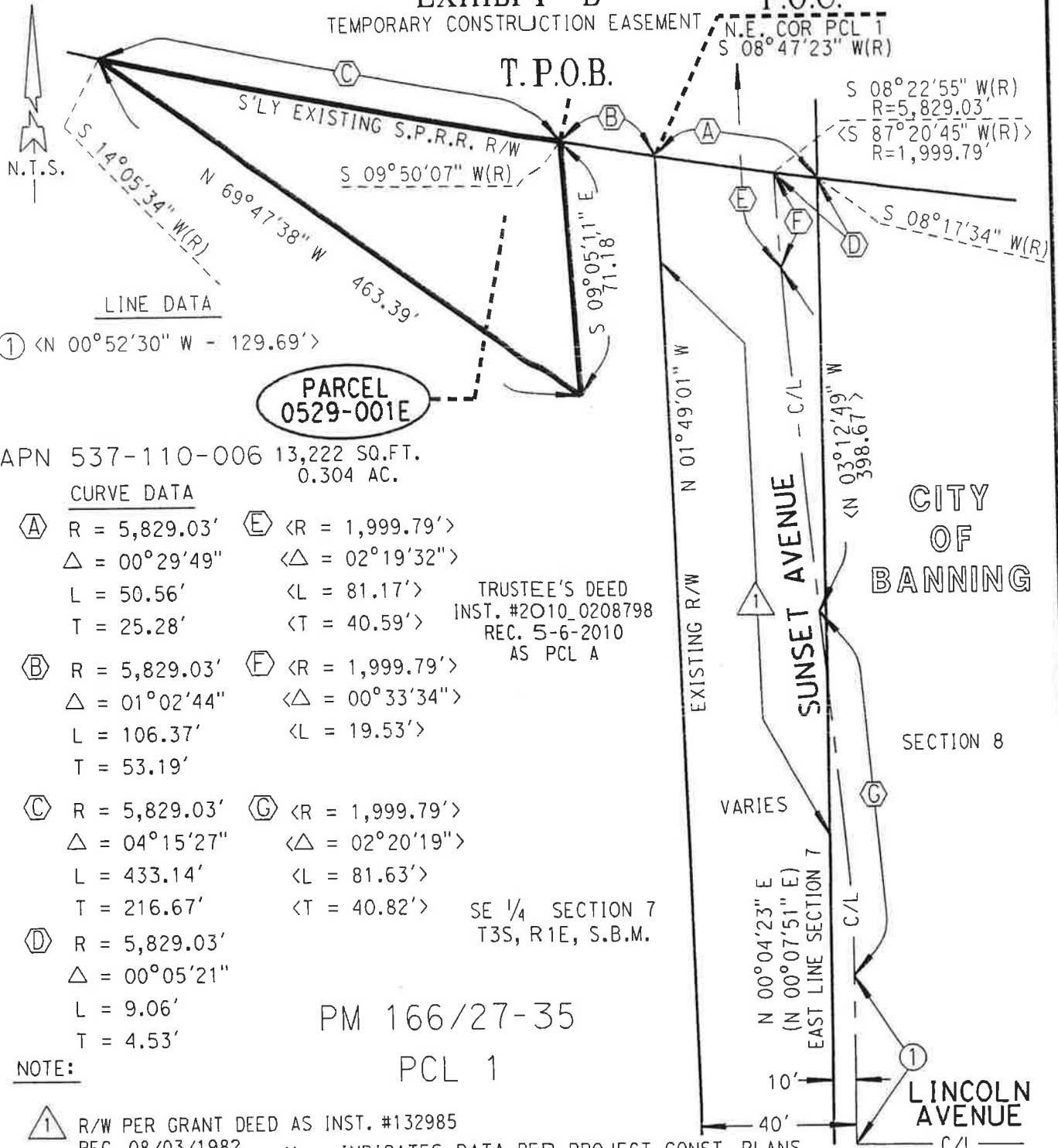
DATE: 1/19/2012



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

P.O.C.



LINE DATA

① <N 00°52'30" W - 129.69'>

PARCEL 0529-001E

APN 537-110-006 13,222 SQ.FT.
0.304 AC.

CURVE DATA

- | | |
|-----------------|-------------------|
| Ⓐ R = 5,829.03' | Ⓔ <R = 1,999.79'> |
| Δ = 00°29'49" | <Δ = 02°19'32"> |
| L = 50.56' | <L = 81.17'> |
| T = 25.28' | <T = 40.59'> |
| Ⓑ R = 5,829.03' | Ⓕ <R = 1,999.79'> |
| Δ = 01°02'44" | <Δ = 00°33'34"> |
| L = 106.37' | <L = 19.53'> |
| T = 53.19' | |
| Ⓒ R = 5,829.03' | Ⓖ <R = 1,999.79'> |
| Δ = 04°15'27" | <Δ = 02°20'19"> |
| L = 433.14' | <L = 81.63'> |
| T = 216.67' | <T = 40.82'> |
| Ⓓ R = 5,829.03' | |
| Δ = 00°05'21" | |
| L = 9.06' | |
| T = 4.53' | |

TRUSTEE'S DEED
INST. #2010_0208798
REC. 5-6-2010
AS PCL A

SE 1/4 SECTION 7
T3S, R1E, S.B.M.

PM 166/27-35

PCL 1

NOTE:

- ① R/W PER GRANT DEED AS INST. #132985
REC. 08/03/1982.
- <> - INDICATES DATA PER PROJECT CONST. PLANS
- () - INDICATES REC DATA PER PM 166/27-35



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **SUNSET AVENUE (GRADE SEPARATION)**

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 1/19/2012

PAR. NO.: **0529-001E**

PREPARED BY: BCIII

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: C0-0259

SHEET 1 OF 1