

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 8/16/12
 DATE

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



FROM: Economic Development Agency/Facilities Management and
 Transportation Department

SUBMITTAL DATE:
 September 20, 2012

SUBJECT: Temporary Construction Easement Agreements for the Sunset Avenue Grade Separation
 Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Easement Agreements for Parcels 0529-005A and 0529-006A within a portion of Assessor's Parcel Numbers 537-090-028 and 537-090-029;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the county;

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
 Transportation and Land Management

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 14,165	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
 BY: [Signature]
 County Executive Office Signature: Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGLILO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 9/16/12
 SAMUEL WONG

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

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 these transactions;
4. Authorize and allocate the sum of \$1,015 to temporarily acquire a portion of Assessor's Parcel Number 537-090-028 and \$5,325 to pay all related transaction costs; and
5. Authorize and allocate the sum of \$2,500 to temporarily acquire a portion of Assessor's Parcel Number 537-090-029 and \$5,325 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 change 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, which 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 25, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the temporary rights of a portion of Assessor's Parcel Number 537-090-028 with Frank Edward Cornellier (Cornellier) for the price of \$1,015 and a portion of Assessor's Parcel Number 537-090-029 with Mary Margaret Gambrall (Gambrall) for the price of \$2,500. There are costs of \$10,650 associated with the two transactions.

(Continued)

Economic Development Agency/Facilities Management and Transportation Department
Temporary Construction Easement Agreement for the Sunset Avenue Grade Separation Project
September 20

BACKGROUND: (Continued)

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 temporary construction easements of a portion of Assessor's Parcel Numbers 537-090-028 and 537-090-029:

Temporary Construction Easement (Cornellier)	\$ 1,015
Temporary Construction Easement (Gambal)	\$ 2,500
Estimated Title and Escrow Charges	\$ 0
Preliminary Title Report	\$ 800
County Appraisal	\$ 4,850
EDA/FM Real Property Staff Time	\$ 5,000
Total Estimated Acquisition Cost	\$14,165

EDA/FM has already covered the costs for due diligence (appraisals and preliminary title reports) 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 the two property acquisitions are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

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

3
4 MARY MARGARET GAMBRALL, as to a life estate
5 (“Grantor”)

6 PROJECT: Sunset Avenue Grade Separation
7 PARCEL: 0529-006A
8 APN: 537-090-029 (Portion)
9

10 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
11

12 This Temporary Construction Easement Agreement (“Agreement”) is made by
13 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
14 California, (“County”) and MARY MARGARET GAMBRALL, as to a life estate,
15 (“Grantor”), County and Grantor are sometimes collectively referred to as “Parties”.

16 1. The right is hereby granted to County to enter upon and use the land of
17 Grantor in the County of Riverside, State of California, described as portion of
18 Assessor’s Parcel Number 537-090-029, highlighted on Attachment “1”, attached
19 hereto (“Property”), and made a part hereof, for all purposes necessary to facilitate and
20 accomplish the construction of a soundwall for the Sunset Avenue Grade Separation
21 Project (“Project”).

22 2. The temporary construction easement, used during construction of the
23 soundwall for the Project, referenced as Parcel No. 0529-006A consisting of
24 approximately 0.007 acres or 288 square feet as designated on Attachment “2”,
25 attached hereto, and made a part hereof (“TCE Area”).

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

1 later.

2 4. It is understood that the County may enter upon the TCE Area where
3 appropriate or designated for the purpose of getting equipment to and from the TCE
4 Area. County agrees not to damage the TCE Area in the process of performing such
5 activities.

6 5. The right to enter upon and use the TCE Area includes the right to
7 remove and displace of Items 1 and 2 listed in Attachment "3." Payment to the Grantor
8 for Items 1 and 2 listed in Attachment "3" are included in Paragraph 16 of the
9 Agreement.

10 6. Grantor shall retain the contractor(s) for Items 1 and 2 of Attachment "3"
11 and directly compensate each contractor for all costs, fees, and/or expenses. The
12 County is not responsible for any payment to the selected contractor(s) and Grantor
13 shall indemnify, defend, protect, and hold County, its officers, employees, successors,
14 and assigns free and harmless from and against any and all claims, liabilities,
15 penalties, forfeitures, losses or expenses, including without limitations, attorney's fees,
16 whatsoever arising from or cause in whole or in part, directly or indirectly, by any
17 actions of said contractors.

18 7. County agrees to protect in place the garden hose spigot as Item 3 of
19 Attachment "3."

20 8. County and Grantor acknowledge rear fencing to be removed and
21 replaced by soundwall in State right-of-way at County's sole cost.

22 9. At the termination of the period of use of TCE Area by County, but before
23 its relinquishment to Grantor, debris generated by County's use will be removed and
24 the surface will be graded and left in a neat condition.

25 10. Grantor shall be held harmless from all claims of third persons arising
26 from the use by County of TCE Area.

27 11. Grantor hereby warrants that they are the owners of the Property
28 described above and that they have the right to grant County permission to enter upon

1 and use the Property.

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

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

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

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

14 16. County shall pay to the order of Grantor the sum of Two Thousand Five
15 Hundred Dollars(\$2,500) for the right to enter upon and use the TCE Area in
16 accordance with the terms hereof.

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

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

25 ///

26 ///

27 ///

28 (SIGNATURES ON NEXT PAGE)

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

3 Dated: July 30, 2012

4 GRANTOR:

5 **Mary Margaret Gambrall, as to a**
6 **life estate**

7
8 By: Mary Margaret Gambrall
9 Mary Margaret Gambrall
10 Its: Owner Life Estate

11
12
13 COUNTY OF RIVERSIDE, a political
14 subdivision of the State of California

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

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

21 By: _____
22 Deputy

23 APPROVED AS TO FORM:
24 Pamela J. Walls
25 County Counsel

26 By: Patricia Munroe
27 ~~Synthia M. Gunzel~~
28 Deputy County Counsel

LH:s/041012/310TR/14.819 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.819.doc

Attachment "1"

Assessor's Parcel Map

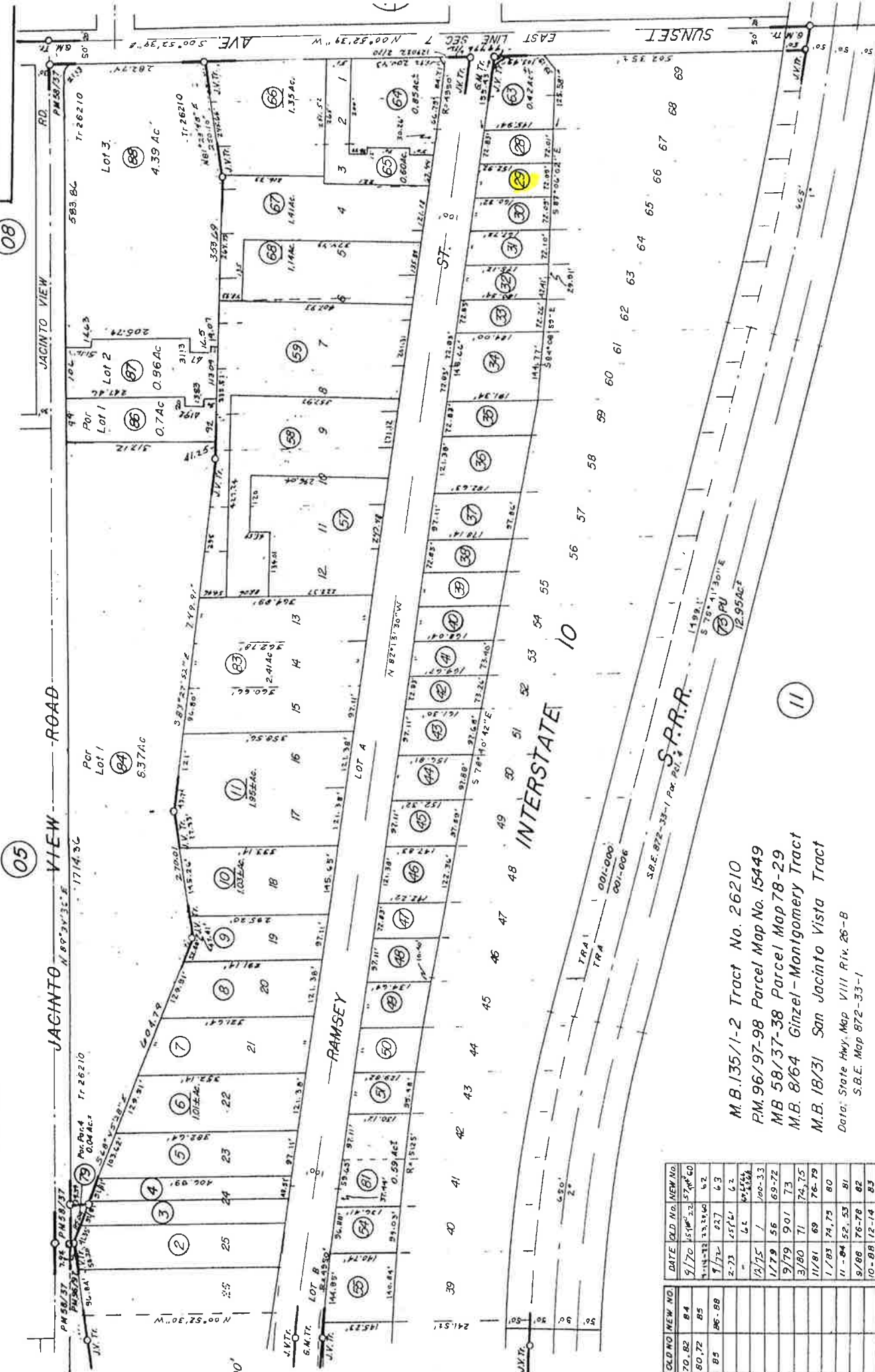
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37-09

T.C.A. 001-000
001-006

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

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



OLD NO	NEW NO	DATE	OLD NO	NEW NO
70-82	84	9/70	154-22	154-60
80-72	85	9-14-70	133-38	62
85	86-88	9/72	157-1	63
		2-73	157-1	62
		6-74	64	64
		10/75	1	100-33
		1/79	56	69-72
		9/79	901	73
		3/80	71	74, 75
		11/81	69	76-79
		1/83	74, 79	80
		11-84	52, 53	81
		9/86	76-78	82
		10-88	12-14	83

M.B. 135/1-2 Tract No. 26210
 RM. 96/97-98 Parcel Map No. 15449
 MB 58/37-38 Parcel Map 78-29
 M.B. 8/64 Ginzler - Montgomery Tract
 M.B. 18/31 San Jacinto Vista Tract

Data: State Hwy. Map VIII Riv. 26-B
 S.B.E. Map 872-33-1

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

OCTOBER 1969

JB

Attachment "2"

0529-006A

Legal Description & Plat Map

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EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-006A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF LOT 66 OF A MAP OF SAN JACINTO VISTA TRACT ON FILE IN BOOK 18, PAGE 31 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE EAST ONE-HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF RAMSEY STREET, FORMERLY KNOWN AS STATE HIGHWAY (25.00 FOOT SOUTHERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED JANUARY 2, 1915 IN DEED BOOK 406, PAGES 67 AND 68, OFFICIAL RECORDS OF SAID RECORDER AND THE EAST LINE OF SAID SECTION 7, BEING THE CENTERLINE OF SUNSET AVENUE (50.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID MAP;

THENCE S 00°04'23" W ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 122.36 FEET;

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, N 89°55'37" W, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNSET AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (VARIABLE HALF-WIDTH) AS SHOWN BY COUNTY MAP NUMBER 204, PAGES 87 THROUGH 108, INCLUSIVE;

THENCE S 51°22'38" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 39.18 FEET TO AN ANGLE POINT THEREIN;

THENCE N 87°05'48" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 197.66 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 66, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 87°05'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 66, A DISTANCE OF 72.08 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 66;

THENCE N 00°04'23" E ALONG THE WESTERLY LINE OF SAID LOT 66, A DISTANCE OF 4.00 FEET;

THENCE S 87°05'48" E, A DISTANCE OF 72.08 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 66;

THENCE S 00°04'23" W ALONG SAID EASTERLY LINE OF LOT 66, A DISTANCE OF 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 288 SQUARE FEET, OR 0.007 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.

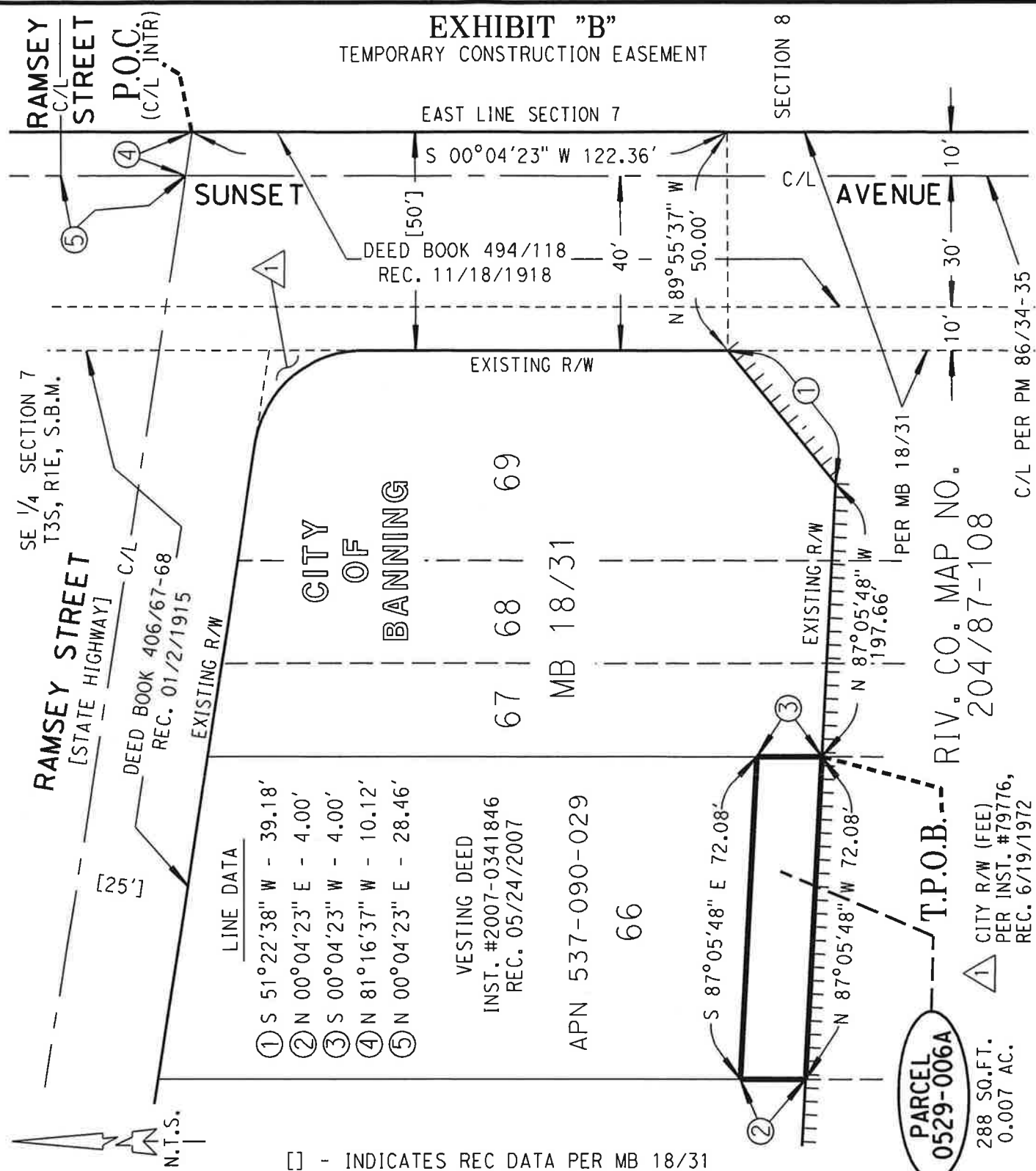
SEE ATTACHED EXHIBIT "B"

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



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



LINE DATA

- ① S 51°22'38" W - 39.18'
- ② N 00°04'23" E - 4.00'
- ③ S 00°04'23" W - 4.00'
- ④ N 81°16'37" W - 10.12'
- ⑤ N 00°04'23" E - 28.46'

VESTING DEED

INST. #2007-0341846
REC. 05/24/2007

APN 537-090-029

66

PARCEL
0529-006A

288 SQ.FT.
0.007 AC.

CITY R/W (FEE)
PER INST. #79776,
REC. 6/19/1972

[] - INDICATES REC DATA PER MB 18/31
||||| - INDICATES RESTRICTED ACCESS

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.

PAR. NO.:	0529-006A
PREPARED BY:	BCIII
SCALE:	N.T.S.
DATE:	JANUARY, 2012
W.O. NO.:	CO-0259
SHEET 1 OF 1	

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

Attachment "3"

Item	Description	Cost
1	Grantor to relocate clothesline	\$250
2	Grantor to replace landscaping 288 square feet @ \$5.50 per square foot	\$1,584
3	Garden hose spigot	Protect in Place
4	Rear fencing to be removed and replaced by soundwall	County' sole cost
Total landscaping/hardscape items		\$1,834

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

3
4 FRANK EDWARD CORNELLIER
5 ("Grantor")

6
7 PROJECT: Sunset Avenue Grade Separation
8 PARCEL: 0529-005A
9 APN: 537-090-028 (Portion)

10
11 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

12 This Temporary Construction Easement Agreement ("Agreement") is made by
13 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
14 California, ("County") and FRANK EDWARD CORNELLIER ("Grantor"). County and
15 Grantor are sometimes collectively referred to as "Parties".

16 1. The right is hereby granted to County to enter upon and use the land of
17 Grantor in the County of Riverside, State of California, described as portion of
18 Assessor's Parcel Number 537-090-028, highlighted on Attachment "1", attached
19 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
20 accomplish the construction of a soundwall for the Sunset Avenue Grade Separation
21 Project ("Project").

22 2. The temporary construction easement, used during construction of the
23 soundwall for the Project, referenced as Parcel No. 0529-005A consisting of
24 approximately 0.007 acres or 288 square feet as designated on Attachment "2",
25 attached hereto, and made a part hereof ("TCE Area").

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

1 later.

2 4. It is understood that the County may enter upon the TCE Area where
3 appropriate or designated for the purpose of getting equipment to and from the TCE
4 Area. County agrees not to damage the TCE Area in the process of performing such
5 activities.

6 5. The right to enter upon and use the TCE Area includes the right to
7 remove and dispose of 1 tree. Payment to the Grantor in the amount of \$350 is
8 included in Paragraph 14 of the Agreement.

9 6. County and Grantor acknowledge rear fencing to be removed and
10 replaced by soundwall in State right-of-way at County's sole cost.

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

14 8. Grantor shall be held harmless from all claims of third persons arising
15 from the use by County of TCE Area.

16 9. Grantor hereby warrants that they are the owners of the Property
17 described above and that they have the right to grant County permission to enter upon
18 and use the Property.

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

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

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

28 13. Grantor, their assigns and successors in interest, shall be bound by all

1 the terms and conditions contained in this Agreement, and all the parties thereto shall
2 be jointly and severally liable thereunder.

3 14. County shall pay to the order of Grantor the sum of One Thousand and
4 Fifteen Dollars (\$1,015) for the right to enter upon and use the TCE Area in
5 accordance with the terms hereof.

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

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

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16 ///

(SIGNATURES ON NEXT PAGE)


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

3 Dated: 6/30/2012

4 GRANTOR:

5 **FRANK EDWARD CORNELIER**

6
7
8 By:  _____
Frank Edward Cornellier

9 Its: _____


10
11 COUNTY OF RIVERSIDE, a political
12 subdivision of the State of California

13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board

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

19 By: _____
20 Deputy

21 APPROVED AS TO FORM:
22 Pamela J. Walls
23 County Counsel

24 By:  _____
25 ~~Synthia M. Gunze~~ Patricia Munroe
26 Deputy County Counsel

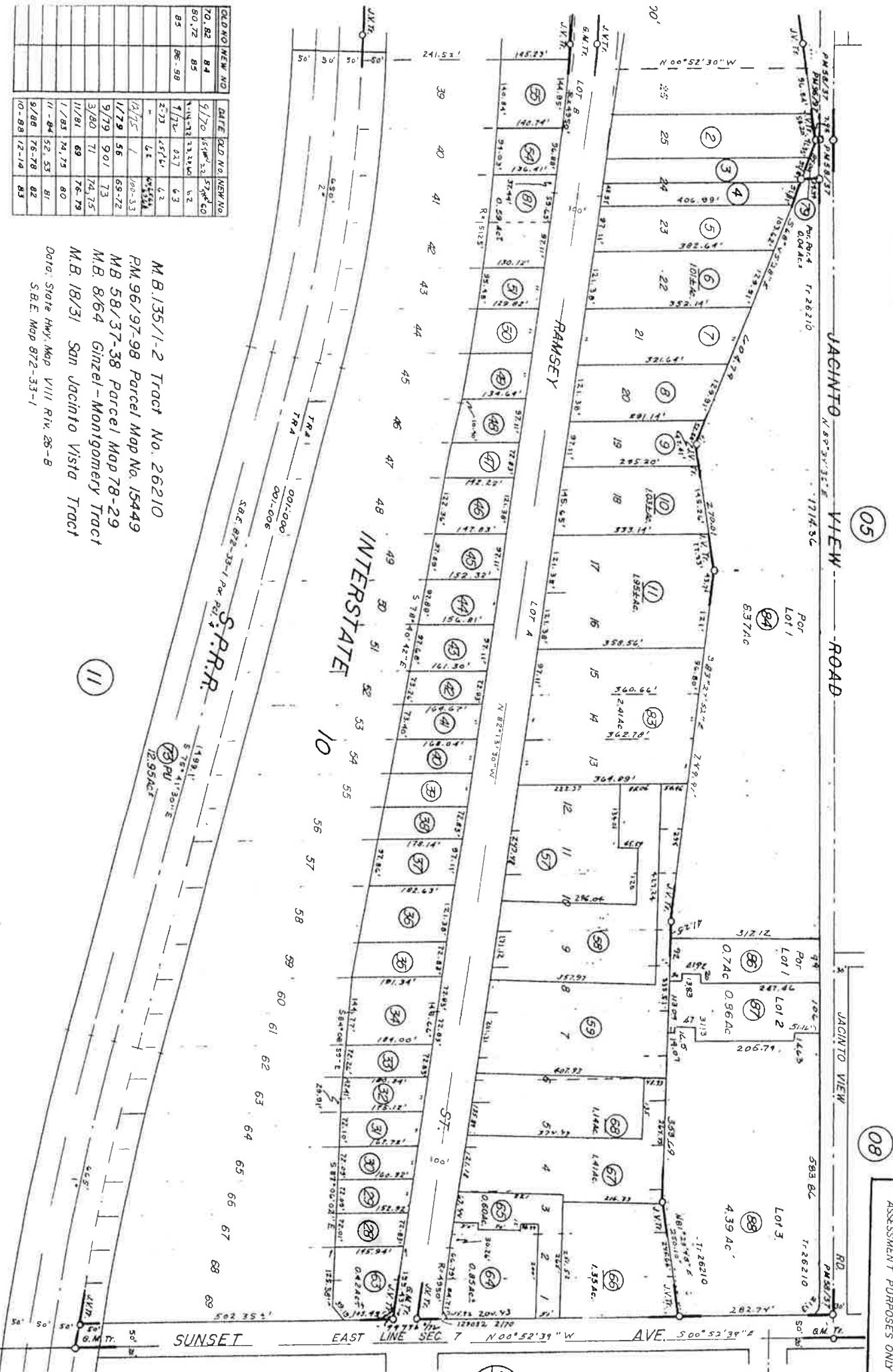
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Attachment "1"

Assessor's Parcel Map

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THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



OLD NO	NEW NO	DATE	RD NO	NEW NO
70.82	B4	5/70	157	57
80.72	B5	1/71	217	63
		2-73	257	62
		1/75	1	62
		1/79	56	69-72
		9/79	901	73
		3/80	71	74-75
		11/81	69	76-79
		1/85	74, 75	80
		11-84	52, 53	81
		9/86	76-78	82
		10-88	12-14	83

M.B. 135/1-2 Tract No. 26210
 P.M. 96/97-98 Parcel Map No. 15449
 M.B. 58/37-38 Parcel Map 78-29
 M.B. 8/64 Ginzel-Montgomery Tract
 M.B. 18/31 San Jacinto Vista Tract

Data: State Hwy Map VIII Riv. 28-8
 S.B.E. Map 872-33-1

OCTOBER 1969

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

JB

Attachment "2"

0529-005A

Legal Description & Plat Map

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EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-005A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF LOT 67 OF A MAP OF SAN JACINTO VISTA TRACT ON FILE IN BOOK 18, PAGE 31 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE EAST ONE-HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF RAMSEY STREET, FORMERLY KNOWN AS STATE HIGHWAY (25.00 FOOT SOUTHERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED JANUARY 2, 1915 IN DEED BOOK 406, PAGES 67 AND 68, OFFICIAL RECORDS OF SAID RECORDER AND THE EAST LINE OF SAID SECTION 7, BEING THE CENTERLINE OF SUNSET AVENUE (50.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID MAP;

THENCE S 00°04'23" W ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 122.36 FEET;

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, N 89°55'37" W, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNSET AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (VARIABLE HALF-WIDTH) AS SHOWN BY COUNTY MAP NUMBER 204, PAGES 87 THROUGH 108, INCLUSIVE;

THENCE S 51°22'38" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 39.18 FEET TO AN ANGLE POINT THEREIN;

THENCE N 87°05'48" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 125.58 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 67, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 87°05'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 67, A DISTANCE OF 72.08 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 67;

THENCE N 00°04'23" E ALONG THE WESTERLY LINE OF SAID LOT 67, A DISTANCE OF 4.00 FEET;

THENCE S 87°05'48" E, A DISTANCE OF 72.08 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 67;

THENCE S 00°04'23" W ALONG SAID EASTERLY LINE OF LOT 67, A DISTANCE OF 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 288 SQUARE FEET, OR 0.007 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 OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: _____

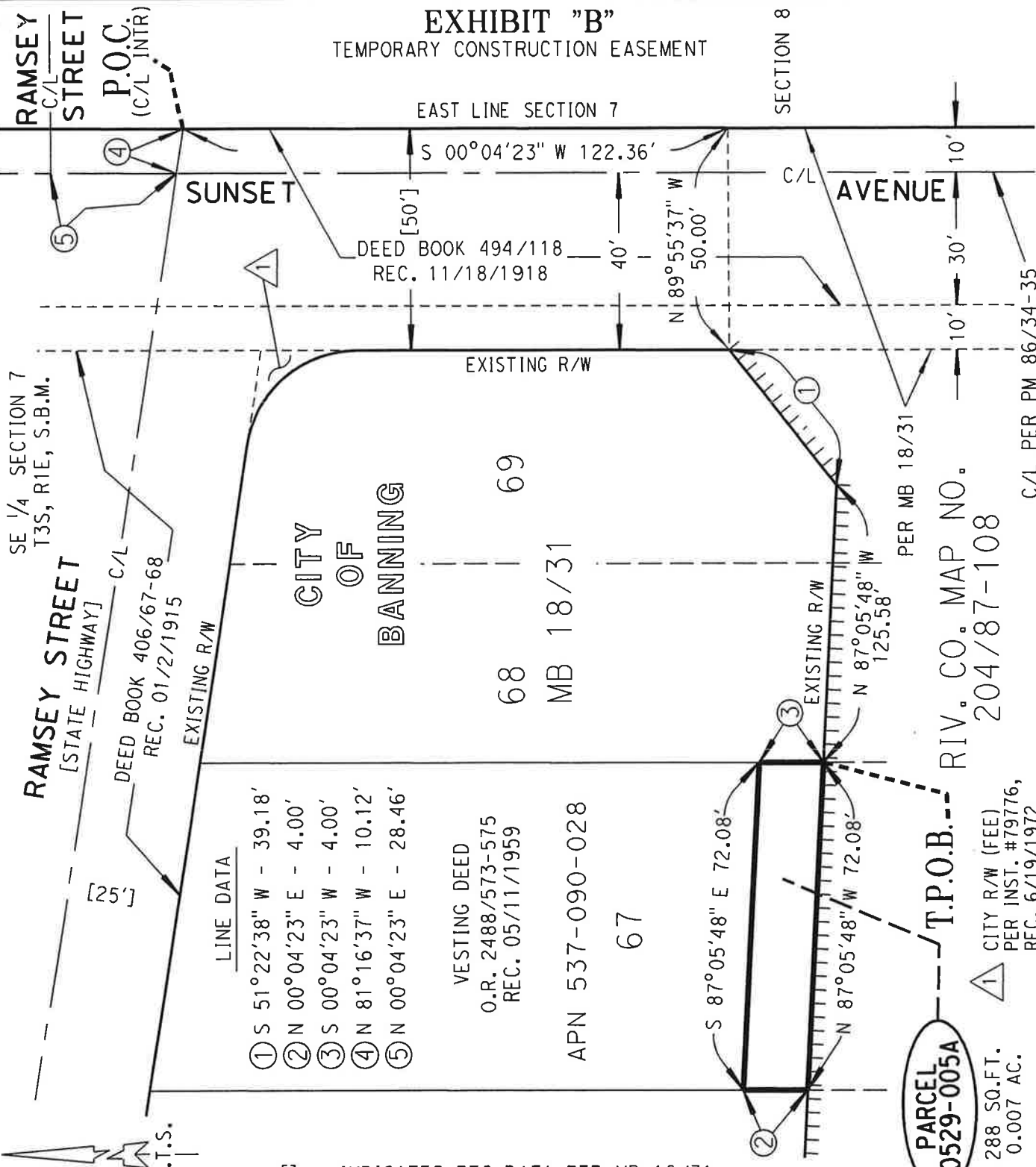
Timothy F. Rayburn
1/19/2012



EXHIBIT "B"
 TEMPORARY CONSTRUCTION EASEMENT

SECTION 8

EAST LINE SECTION 7



SE 1/4 SECTION 7
 T3S, R1E, S.B.M.
RAMSEY STREET
 [STATE HIGHWAY]
 DEED BOOK 406/67-68
 REC. 01/2/1915
 C/L
 [25']

LINE DATA

- ① S 51°22'38" W - 39.18'
- ② N 00°04'23" E - 4.00'
- ③ S 00°04'23" W - 4.00'
- ④ N 81°16'37" W - 10.12'
- ⑤ N 00°04'23" E - 28.46'

VESTING DEED

O.R. 2488/573-575
 REC. 05/11/1959

APN 537-090-028

67

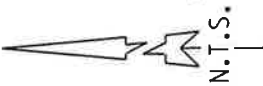
68
 MB 18/31

69

PER MB 18/31
 RIV. CO. MAP NO. 204/87-108
 C/L PER PM 86/34-35

PARCEL 0529-005A

288 SQ.FT.
 0.007 AC.
 CITY R/W (FEE)
 PER INST. #79776,
 REC. 6/19/1972



[] - INDICATES REC DATA PER MB 18/31
 [|||||] - INDICATES RESTRICTED ACCESS

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.

PAR. NO.: 0529-005A
 PREPARED BY: BCIII
 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