### 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: Right of Way Acquisition Agreement for the Airport Boulevard Grade Separation Project

**RECOMMENDED MOTION:** That the Board of Supervisors: 1. Approve the attached Right of Way Acquisition Agreement for Parcels 0241-024A and 0241-024B within a portion of Assessor's Parcel Number 763-350-022; Authorize the Chairman of the Board to execute this agreement on behalf of the County; (Continued) Juan C. Perez, Director Robert Field Transportation and Land Management Assistant County Executive Officer/EDA Current F.Y. Total Cost: In Current Year Budget: \$550,429 Yes **FINANCIAL Current F.Y. Net County Cost: Budget Adjustment:** \$0 No DATA **Annual Net County Cost:** For Fiscal Year: \$0 2012/13 COMPANION ITEM ON BOARD AGENDA: No SOURCE OF FUNDS: **Positions To Be** Coachella Valley Association Governments **Deleted Per A-30** 100% Requires 4/5 Vote APPROVE C.E.O. RECOMMENDATION: **County Executive Office Signature** Jennifer L U

☐ Consent

FORM APPROVED COUNTY COUNSE!

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

Policy

 $\boxtimes$ 

Consent

Dep't Recomm.:

FISCAL PROCEDURES APPROVED

Exec. Ofc.:

Agenda Number

Economic Development Agency/Facilities Management and Transportation Department Right of Way Acquisition Agreement for the Airport Boulevard Grade Separation Project September 20, 2012
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#### **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;
- 4. Authorize and allocate the sum of \$358,299 to acquire Parcels 0241-024A and 0241-024B, \$148,600 for Cost-to-Cure Items, all within Assessor's Parcel Number 763-350-022, and \$36,100 to pay all related transaction costs; and
- 5. Allocate the sum of \$7,430, which includes reserves for any unforseen and reasonable increases to cost-to-cure items.

#### **BACKGROUND:**

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation project located at the at-grade crossing of Airport Boulevard and the Union Pacific Railroad (UPRR) tracks by raising the roadway over the railroad and constructing an overcrossing structure that will span the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard (Project). The Project is needed in order to improve public safety by eliminating the conflicting train/vehicle/pedestrian movement. The Project will also serve to end traffic delays at Airport Boulevard caused by the at-grade crossing and improve the efficient movement of goods through Riverside County.

The Project will maintain access to Airport Boulevard from Grapefruit Boulevard and the adjacent properties. Palm Street would be extended to the north from the intersection of Airport Boulevard to Grapefruit Boulevard. Grapefruit Boulevard will be widened at this intersection to accommodate a left turn onto Palm Street and a southbound deceleration lane to a right turn into Palm Street. The south side of Airport Boulevard will be accessed by a new frontage road adjacent to the new raised Airport Boulevard.

The Notice of Exemption was filed and posted on July 28, 2011. 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 Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 763-350-022 from Thermal 27, a California limited partnership (Thermal 27) for a price of \$358,299 and \$148,600 for Thermal 27's Cost-to-Cure Items. There are costs of \$36,100 associated with this transaction. Staff recommends an additional \$7,430 in reserves for Thermal 27's Cost-to-Cure items.

In addition as part of this acquisition, the county will also construct additional pavement widening along the North Palm Drive extension of the property in exchange for Thermal 27 donation of the right-of-way of the third lane. This additional pavement will be used as a through lane and access to the Thermal post office.

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

FINANCIAL DATA: (Commences on Page 3)

Economic Development Agency/Facilities Management and Transportation Department Right of Way Acquisition Agreement for the Airport Boulevard Grade Separation Project September 20, 2012 Page 3

#### **FINANCIAL DATA:**

The following summarizes the funding necessary for the acquisition for portion of Assessor's Parcel Number 763-350-022:

Acquisition	 358,299
Cost-to-Cure Items	\$ 148,600
Reserves for Cost-to-Cure Items	\$ 7,430
Estimated Title and Escrow Charges	\$ 5,000
Preliminary Title Report	\$ 400
County Appraisal Report	\$ 5,700
Acquisition Administration	25,000
Total Estimated Acquisition Costs	\$ 550,429

EDA/FM has already covered the costs for the due diligence (appraisal and preliminary title report) 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 cost will be incurred as a result of this transaction.

Attachment:

Right of Way Acquisition Agreement

PROJECT: AIRPORT BOULEVARD GRADE

SEPARATION

PARCEL(S): 0241-024A AND 0241-024B

APN: 763-350-022 (PORTION)

#### RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and THERMAL 27, a California limited partnership, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

#### RECITALS

WHEREAS, Grantor owns that certain real property located at 87200 Airport Boulevard in the unincorporated community of Thermal, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of 25.31 acres of land and improved with the Thermal Post Office and is also known as Assessor's Parcel Number: 763-350-022 ("Property");

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a portion of the fee simple interest in the Property ("ROW"), as well as certain retaining wall access and maintenance easement, for the purpose of constructing the Airport Boulevard Grade Separation ("Project") as follows: a Grant Deed in favor of County referenced as Parcel 0241-024A and described on Attachment "2A" attached hereto and made a part hereof; an Easement Deed in favor of County for retaining wall access and maintenance purposes referenced as Parcel 0241-024B and described on Attachment "2B" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and



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

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

#### **ARTICLE 1. AGREEMENT**

- 1. <u>Recitals</u>. All the above recitals are true and correct and by this reference are incorporated herein.
- 2. <u>Consideration</u>. For good and valuable consideration, Grantor agrees to sell and convey to the County, and the County agrees to purchase from Grantor all of the Right-of-Way Property described herein, under the terms and conditions set forth in this Agreement. The full consideration for the Right-of-Way Property consists of the purchase price amount for the real property interests to be acquired by the County ("Purchase Price") and the consideration for necessary work to be completed and removal of property referenced and further defined below as the Cost-to-Cure Items ("CTC Payment"). The Purchase Price in the amount of Three Hundred Fifty-Eight Thousand Two Hundred Ninety-Nine Dollars (\$358,299) is to be distributed to Grantor in accordance with this Agreement. The Cost-to-Cure Items in the amount of One Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600) is the agreed upon amount for necessary work to be completed and removal of property by Grantor as listed in Attachment "3," attached hereto and made a part hereof.

#### 3. County Responsibilities.

A. Upon the mutual execution of this Agreement, County will open escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the Escrow Holder's request the Parties shall execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement. In the event of any conflict

between the terms of this Agreement and any additional Escrow instructions, the terms of this Agreement shall control. The Escrow Holder will hold all funds deposited by the County in an escrow account ("Escrow Account") that is interest bearing and at a bank approved by County with interest accruing for the benefit of County. The Escrow Account shall remain open until all charges due and payable have been paid and settled; any remaining funds shall be refunded to the County.

- B. Upon the opening of Escrow, the County shall deposit the Consideration as follows:
- i. Purchase Price. Deposit into Escrow the Purchase Price in the amount of Three Hundred Fifty-Eight Thousand Two Hundred Ninety-Nine Dollars (\$358,299) (the "Deposit").
- ii. Grantor CTC Payment. Deposit the Grantor CTC Payment in the amount of One Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600).
  - C. On or before the date that Escrow is to close ("Close of Escrow"):
- i. Closing Costs. County will deposit to Escrow Holder amounts sufficient for all escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore. Said escrow and recording charges shall not include documentary transfer tax as County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and Taxation Code section 11922.
- ii. Miscellaneous Costs. County will deposit into Escrow an amount of seven thousand four hundred thirty dollars (\$7,430), which represents five (5%) percent of the total amount for the CTC items listed in Attachment "3" ("5% Reserve"). In the event there are documented unforeseen and reasonable increases to the CTC items approved by the County, the County will authorize the release of funds from the 5% Reserve. The Escrow Holder shall retain all funds deposited into Escrow until instructed to release such funds. The Escrow Holder shall refund any funds not needed, expended or remaining in Escrow, including, but not limited to, the 5%



Reserve and any accrued interest, to County after all matters are settled and paid in accordance with this Agreement.

- iii. County will deposit all other such documents consistent with this Agreement as are reasonably required by Escrow Holder or otherwise to close Escrow.
- D. County will authorize the Escrow Holder to close Escrow and release the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County.
- i. The deposit of the following documents into Escrow for recordation in the Official Records of the County Recorder of Riverside County ("Official Records") upon Close of Escrow:
- a. The grant deed and easement deed executed, acknowledged and delivered to Stephi Villanueva, Supervising Real Property Agent for the County or to Escrow Holder, substantially in the forms attached hereto as Attachment "2," (Deeds) granting the portion of the Property, subject to the following:
- 1. Free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable, except:
- 2. Current fiscal year, including personal property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State of California;
- 3. Easements or rights of way of record over said land for public or quasi-public utility or public street purposes, if any;
- 4. Any items on the Preliminary Title Report (PTR) not objected to by County in a writing provided to Escrow Holder before the Close of Escrow;
- 5. Any other taxes owed whether current or delinquent are to be made current.

- E. At closing or Close of Escrow, County is authorized to deduct and pay from amount shown in the Deposit, any amount necessary to satisfy and handle all real property taxes, bonds, and assessments in the following manner:
- a. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.
- b. Pay any unpaid liens or taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred.
- F. County shall direct Escrow Holder to disburse purchase price minus any and all charges due upon Close of Escrow in accordance with the escrow instructions contained in this Agreement.
- G. Upon or following Close of Escrow, County shall authorize Escrow Holder to pay Grantor the amount of Seventy-Four Thousand Three Hundred Dollars (\$74,300), which represents fifty percent (50%) of the Grantor CTC for Items A and B as the Necessary Work and later defined in Attachment "3," from the Escrow Account.
- H. Escrow Holder is to retain in the Escrow Account the remaining fifty percent (50%) of the amount due for the Grantor CTC until Grantor's submission of written documentation showing completion of phased progress of Grantor CTC at which time Grantor shall receive reimbursement on a pro rata basis. (The Grantor must show documentation for the use of the original 50% of funds prior to receiving the remainder of funds pursuant to this section H.)
- I. County shall provide ninety (90) days written notice to Grantor prior to the commencement of the Project ("Notice of Commencement").
- J. County shall, at its own cost and expense, move driveway access to the north, construct 8-foot sidewalk, remove the existing asphalt-paved parking lot and re-construct the asphalt-paved parking lot, stripe parking spaces, and truck turning area as shown on Attachment "4-1," attached hereto and made a part hereof.

- K. County shall, at its own cost and expense, relocate the power pole that serve the post office, as shown on Attachment "4-1," attached hereto and made a part hereof.
- L. County shall, at its own cost and expense, construct the pavement of a third through lane of the North Palm Street extension, from Airport Boulevard to Highway 111 (Grapefruit Boulevard), on a portion of Assessor's Parcel Number 763-350-022 as part of the consideration for the conveyance and dedication of right-of-way acquired for the Project, as part of Parcel 0241-024B, shown on Attachment "4-1."
- M. County shall, at its own cost and expense, repair or replace asphalt pavement damage caused by the County's contractor during the construction of the Project, in the area within Parcel 0241-024B, shown on Attachment "4-1" and referenced as "Existing AC Pavement to Remain".

#### 4. Grantor Responsibilities.

- A. Execute and acknowledge a Grant Deed in favor of the County dated \_\_\_\_\_\_ identified as Parcel Number 0241-024A and Easement Deed in favor of the County for retaining wall access and maintenance purposes dated \_\_\_\_\_ identified as Parcel Number 0241-024B and deliver deeds to Stephi Villanueva, Supervising Real Property Agent for the County or to the Escrow Holder.
- B. Retain the contractor(s) to complete the necessary CTC work listed in Attachment "3" and directly compensate each contractor for all costs, fees, and expenses. The County is not responsible for any payment to the contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold harmless the County, its officers, employees, officials, representatives or agents free from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses, including reasonable attorneys' fees, whatsoever arising from or caused by any actions or omissions of Grantor in connection with Grantor's selection and use of any of the contractors.
- C. Upon receipt of County's ninety (90) days Notice of Commencement for the Project, Grantor shall remove all property identified in the CTC



Item A of Attachment "3" from the Right-of-Way Property included in the noticed phase that is the subject of the Notice of Commencement prior to the construction commencement date. The commencement date of the construction and the area affected shall be determined by the County and shall be described or depicted in the written notice provided to Grantor.

- i. In the event that Grantor does not remove all such property identified in the CTC Item A of Attachment "3" from the Right-of-Way Property prior to the construction commencement date as set forth in the notice, and such failure continues for five (5) days after written notice thereof is given to Grantor by County, County shall have the right but not the obligation to complete all removal work and deduct the removal costs from the Grantor CTC Payment.
- ii. If any of such Grantor's personal property is left on the Right-of-Way Property, such property shall be and become the property of County without any claim therein of Grantor.

#### Article II. MISCELLANEOUS

- 1. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon close of escrow. The Purchase Price includes, but is not limited to, full payment for such possession and use.
- 2. This Agreement embodies all of the considerations agreed upon between the County and Grantor. This Agreement was obtained without coercion, promises other than those provided herein, or threats of any kind whatsoever by or to either party.
- 3. The performance of this Agreement constitutes the entire consideration for the acquisition of the Property and shall relieve the County of all further obligations or claims pertaining to the acquisition of the Property or pertaining to the location, grade or construction of the proposed public improvement.

- 4. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquired any right by virtue of this Agreement.
- 5. This Agreement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.
- 6. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it prepared this Agreement in its executed form.
- 7. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided 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.
- 8. Grantor and its 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



1	9. This Agreement may be si	igned in counterpart or duplicate copies, and
2	any signed counterpart or duplicate copy	shall be equivalent to a signed original for all
3	purposes.	
4	In Witness Whereof, the Parties ha	ave executed this Agreement the day and year
5	last below written.	
6	3	
7	Dated: AUG 8, 2012	
8		GRANTOR: THERMAL 27, a California
9		limited partnership
10		By Diversified Engineering, a California
11		corporation, General Partner
12		By: Claure M Regan
13		Its: SECRETARY/TEGASURER
14		By:
15		Its:
16		<b>*</b>
17	ATTEST:	COUNTY OF RIVERSIDE
18	Kecia Harper-Ihem	By:
19	Clerk of the Board	John Tavaglione, Chairman Board of Supervisors
20	Dur	
21	By: Deputy	
22		
23	APPROVED AS TO FORM: Pamela J. Walls	
24	County Counsel	
25	Ву:	
26	Patricia Munroe Deputy County Counsel	
27		
28	SV:ra/073112/299TR/15.075 S:\Real Property\TYPIN	G\Docs-15.000 to 15.499\15.075.doc

# ATTACHMENT "1" Assessor's Plat Map



# ATTACHMENT "2" DEEDS

"2A" - Grant Deed

1. A portion of APN: 763-350-022; Parcel 0241-024A in favor of the County

"2B" - Retaining Wall Access and Maintenance Easement

1. A portion of APN: 763-350-022; Parcel 0241-024B in favor of the County



Recorded at request of and return to: Economic Development Agency/ Facilities Management Real Estate Division On behalf of the Transportation Department 3403 10<sup>th</sup> Street, Suite 500 Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

SV:sl/072612/299TR/15.071

(Space above this line for Recorder's use)

PROJECT: AIRPORT BOULEVARD

**GRADE SEPARATION** 

PARCEL: 0241-024A

APN: 763-350-022 (PORTION)

### **GRANT DEED**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

THERMAL 27, a California limited partnership

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto and made a part hereof



APN: 763-350-022 (PORTION)	
Dated:	GRANTOR:
	THERMAL 27, a California limited partnership
	By Diversified Engineering, a California corporation, General Partne
	By:
	Its
STATE OF CALIFORNIA	)
COUNTY OF	)ss )
On, befo	ore me,, a Notary nty and State, personally appeared
Public in and for said Cou	nty and State, personally appeared , who proved
subscribed to the within instrument and ac same in his/her/their authorized capacity(i	nce to be the person(s) whose name(s) is/are eknowledged to me that he/she/they executed the ies), and that by his/her/their signature(s) on the on behalf of which the person(s) acted, executed
l certify under PENALTY OF PERJURY ເ foregoing paragraph is true and correct.	under the laws of the State of California that the
WITNESS my hand and official seal:	
Signature	ISFALI

PROJECT: AIRPORT BOULEVARD GRADE SEPARATION

0241-024A

PARCEL:

APN:

PROJECT: AIRPORT BOULEVARD GRADE SEPARATION

PARCEL:

0241-024A

APN:

763-350-022 (PORTION)

### CERTIFICATE OF ACCEPTANCE (Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated, from THERMAL 27, a California limited partnership, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.
Dated <u>:</u>
COUNTY OF RIVERSIDE
Juan C. Perez Director of Transportation
By: Deputy



## EXHIBIT "A" LEGAL DESCRIPTION PARCEL 0241-024A

BEING A PORTION OF PARCEL B OF LOT LINE ADJUSTMENT 3775 ON FILE AS INSTRUMENT NUMBER 354065, RECORDED SEPTEMBER 17, 1996 AND PERFECTED BY DEED RECORDED SEPTEMBER 17, 1996 AS INSTRUMENT NUMBER 354064, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE, CALIFORNIA, LYING WITHIN THE SOUTH ONE HALF, OF THE SOUTHWEST ONE-QUARTER, OF SECTION 15, T.6S. R.8E. SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

#### **PARCEL A**

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (30.00 FOOT NORTHERLY HALF-WIDTH) FORMERLY (56<sup>TH</sup> AVENUE) AND THE CENTERLINE OF POLK STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON ALDERMAN ACRES TRACT ON FILE IN BOOK 22, PAGES 20 AND 21 RECORDS OF SAID RECORDER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 15;

THENCE N 00°45'20" W ALONG THE CENTERLINE OF SAID POLK STREET, A DISTANCE OF 54.70 FEET:

THENCE N 89°14'40 E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID POLK STREET, BEING THE TRUE POINT OF BEGINNING;

THENCE N 00°45'20 W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 37.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 7053.86 FEET AND AN INITIAL RADIAL BEARING OF S 02°39'17" E;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°28'22", AN ARC DISTANCE OF 304.42 FEET;

THENCE N 89°49'04" E, A DISTANCE OF 159.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6945.86 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'37" AN ARC DISTANCE OF 227.54 FEET;

THENCE N 69°02'22" E, A DISTANCE OF 46.74 FEET;

THENCE N 87°19'00" E, A DISTANCE OF 62.60 FEET;

THENCE S 74°30'17" E, A DISTANCE OF 37.43 FEET;

THENCE N 86°38'59" E, A DISTANCE OF 40.67 FEET TO A POINT, HEREAFTER KNOWN AS POINT A;

THENCE N 89°50'05" E, A DISTANCE OF 148.53 FEET;

THENCE S 88°01'15' E, A DISTANCE OF 19.84 FEET;

THENCE S 01°03'58" E, A DISTANCE OF 6.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5036.50 FEET AND AN INITIAL RADIAL BEARING OF S 01°17'07";

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## EXHIBIT "A" LEGAL DESCRIPTION (CONTINUED) PARCEL 0241-024A

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°31'57" AN ARC DISTANCE OF 222.61 FEET:

THENCE S 88°45'10" E, A DISTANCE OF 141.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 7038.36 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'31", AN ARC DISTANCE OF 37.91 FEET TO THE EASTERLY LINE OF SAID LOT B;

THENCE S 00°00'00" W ALONG SAID EASTERLY LINE, A DISTANCE OF 46.30 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD AS DESCRIBED IN INSTRUMENT NUMBER 441488 RECORDED 11/18/1992 SAID OFFICIAL RECORDS;

THENCE S 89°49'04" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 1443.49 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 71,320 SQUARE FEET, OR 1.637 ACRES, MORE OR LESS.

#### PARCEL B

#### **BEGINNING AT THE AFOREMENTIONED POINT A;**

THENCE N 43°22'27" E, A DISTANCE OF 57.06 FEET;

THENCE N 00°10'16" W, A DISTANCE OF 167.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 344.98 FEET:

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°00'38" AN ARC DISTANCE OF 325.20 FEET;

THENCE N 53°50'22" E, A DISTANCE OF 4.18 FEET;

THENCE N 09°19'01" E, A DISTANCE OF 75.52 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GRAPEFRUIT BOULEVARD SHOWN AS HIGHWAY 111 ON CAL TRANS RIGHT-OF-WAY RELINQUISHMENT MAP ON FILE IN BOOK 11, PAGES 91 THROUGH 100, INCLUSIVE OF STATE HIGHWAY MAP BOOK, RECORDS OF SAID RECORDER;

THENCE S 36°09'38" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 149.97 FEET;

THENCE N 81°08'44" W, A DISTANCE OF 43.85 FEET;

THENCE S 53°50'22" W, A DISTANCE OF 27.02 FEET TO THE BEGINNING OF A TANGENT CURVE

0241-024A PAGE 2 OF 3



## EXHIBIT "A" LEGAL DESCRIPTION (CONTINUED) PARCEL 0241-024A

CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 278.98 FEET:

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°36'51" AN ARC DISTANCE OF 158.81 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 133.00 FEET AND AN INITIAL RADIAL BEARING OF N 68°46'29" W;

THENCE SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 31°32'59" AN ARC DISTANCE OF 73.24 FEET;

THENCE S 50°33'02" E, A DISTANCE OF 36.02 FEET;

THENCE S 00°07'34" E, A DISTANCE OF 48.48 FEET;

THENCE S 89°49'45" W, A DISTANCE OF 6.54 FEET;

THENCE S 44°48'58" W, A DISTANCE OF 31.56 FEET;

THENCE S 00°10'16" E, A DISTANCE OF 114.49 FEET;

THENCE S 46°01'36" E, A DISTANCE OF 44.90 FEET;

THENCE S 89°50'05" W, A DISTANCE OF 148.53 FEET TO THE POINT OF BEGINNING.

CONTAINING: 45,145 SQUARE FEET, OR 1.036 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 1.000020640 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED B	Y: Pos
DATE:	4-19-12

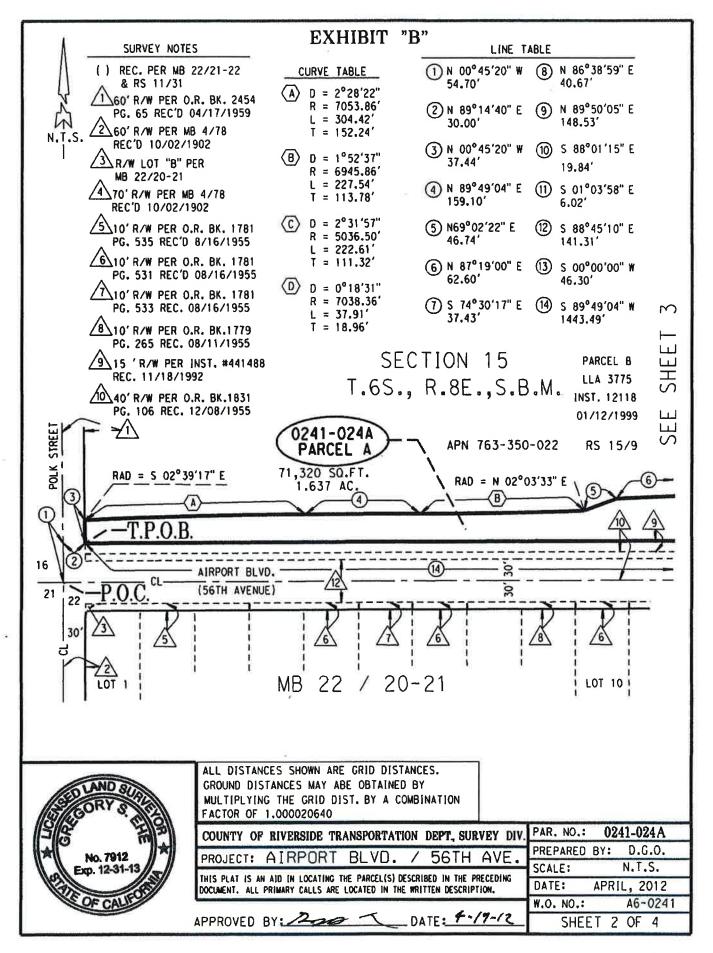


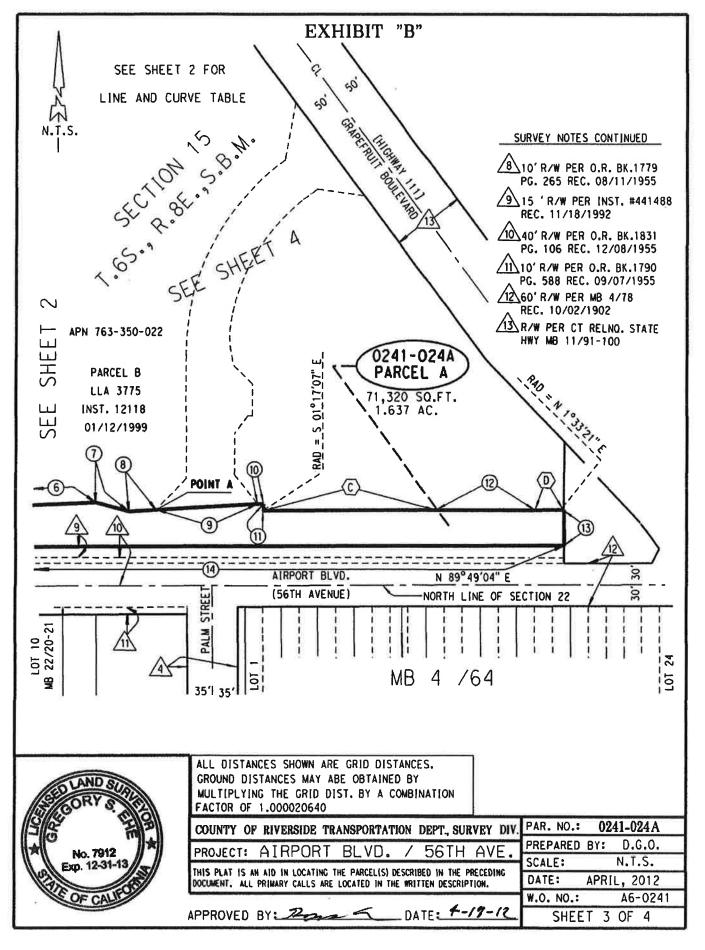
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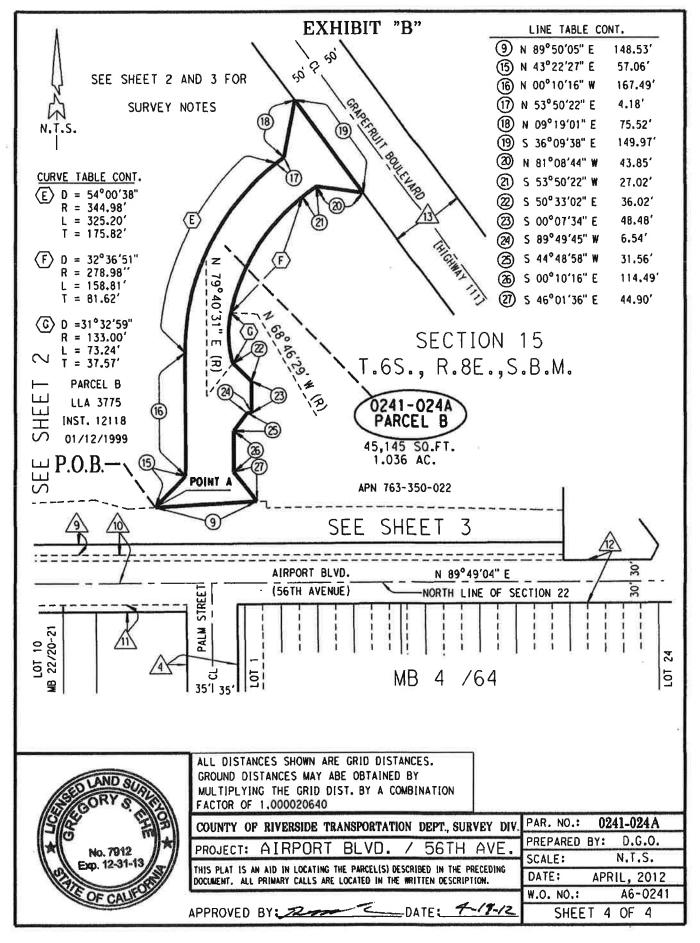
### EXHIBIT "B" INDEX SHEET PARCEL B 0241-024A PARCEL B **LLA 3775** INST, 12118 01/12/1999 APN 763-350-022 0241-024A PARCEL A POINT AIRPORT BOULEVARD STREET 20-Pork ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000020640 PAR. NO.: 0241-024A COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV. PREPARED BY: D.G.O. No. 7912 PROJECT: AIRPORT BLVD. 56TH AVE N.T.S. SCALE: THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION. DATE: APRIL, 2012 W.O. NO .: A6-0241 DATE: 4-19-12 APPROVED BY: 2000 SHEET 1 OF 4













Recorded at request of and return to: Economic Development Agency/ Facilities Management Real Estate Division On behalf of the Transportation Department 3403 10<sup>th</sup> Street, Suite 500 Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

SV:ra/073112/299TR/15.073

(Space above this line for Recorder's use)

PROJECT: AIRPORT

AIRPORT BOULEVARD

**GRADE SEPARATION** 

PARCEL:

0241-024B

APN:

763-350-022 (PORTION)

### **EASEMENT DEED**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

THERMAL 27, a California limited partnership

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement to access, construct, replace, inspect, maintain, repair, operate or remove the retaining wall located adjacent to the southerly boundary of this easement, over, under, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto and made a part hereof



Dated: _						THEF	NTOR: RMAL 27 ership	, a Califor	nia limited
						_		ed Engin oration, Ger	-
STATE (					÷	) )ss )			
On Public	in	and	for	said	_, before m County	e, and	State,	personally	, a Notary appeared
subscrib same in	ed to t his/he int the	the with r/their persor	nin inst author	rument : ized cap	and acknov acity(ies),	vledged and tha	to me that t by his/he	s) whose na he/she/they r/their signat erson(s) acto	executed the ure(s) on the
l certify ι foregoing						the lav	vs of the S	itate of Califo	ornia that the
WITNES	SS my	hand a	and off	icial sea	al:				
Signatur	e								

PROJECT: AIRPORT BOULEVARD GRADE SEPARATION

763-350-022 (PORTION)

0241-024B

PARCEL:

APN:

Con .

PROJECT: AIRPORT BOULEVARD GRADE SEPARATION

PARCEL:

0241-024B

APN:

763-350-022 (PORTION)

#### Retaining Wall Access and Maintenance Easement

### CERTIFICATE of ACCEPTANCE (Government Code Section 27281)

THIS IS TO CERTIFY that the in	nterest in real property granted by the easement
deed dated	, from THERMAL 27, a California limited
	RSIDE, is hereby accepted for the purpose of
• -	a political subdivision of the State of California on
•	ct, replace, inspect, maintain, repair, operate or
•	nt to the southerly boundary of this easement and
•	ed Road System by the undersigned on behalf of
•	authority contained in County Ordinance No. 669.
Grantee consents to recordation thereo	i by its duly authorized officer.
Detect	
Dated:	
COUNTY OF RIVERSIDE	
Juan C. Perez	
Director of Transportation	
5	
By:	
Deputy	



## EXHIBIT "A" LEGAL DESCRIPTION 0241-024B

AN EASEMENT FOR RETAINING WALL MAINTENANCE PURPOSES, BEING A PORTION OF PARCEL B OF LOT LINE ADJUSTMENT 3775 ON FILE AS INSTRUMENT NUMBER 354065, RECORDED SEPTEMBER 17, 1996 AND PERFECTED BY DEED RECORDED SEPTEMBER 17, 1996 AS INSTRUMENT NUMBER 354064, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE HALF, OF THE SOUTHWEST ONE QUARTER, OF SECTION 15, T.6S. R.8E. SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (FORMERLY CALIFORNIA STREET) (30.00 FOOT NORTHERLY HALF-WIDTH, AND THE CENTERLINE OF PALM STREET (35.00 FOOT EASTERLY HALF-WIDTH), AS SHOWN ON MAP OF THERMAL TOWNSITE ON FILE IN BOOK 4, PAGE 78 RECORDS OF SAID RECORDER;

THENCE N 89°49'04" E ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 84.16 FEET;

THENCE N 00°10'56" W. A DISTANCE OF 106.50 FEET TO THE TRUE POINT OF BEGINNING:

THENCE N 01°03'58" W, A DISTANCE OF 6.02 FEET;

THENCE N 88°01'15" W, A DISTANCE OF 19.84 FEET;

THENCE N 46°01'36" W, A DISTANCE OF 44.90 FEET;

THENCE N 00°10'16" W. A DISTANCE OF 12.54 FEET:

THENCE S 46°01'36" E. A DISTANCE OF 50.18 FEET:

THENCE S 88°01'15" E, A DISTANCE OF 24.92 FEET;

THENCE S 01°03'58" E, A DISTANCE OF 5.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5045.50 FEET AND AN INITIAL RADIAL BEARING OF N 01°10'58" W:

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°25'48" AN ARC DISTANCE OF 213.98 FEET;

THENCE S 88°45'10" E, A DISTANCE OF 141.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7047.36 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'24" AN ARC DISTANCE OF 37.71 FEET TO THE EASTERLY LINE OF SAID LOT B;

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B

## EXHIBIT "A" LEGAL DESCRIPTION (CONTINUED) 0241-024B

THENCE S 00°00'00" W ALONG SAID EASTERLY LINE, A DISTANCE OF 9.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 7038.36 FEET AND AN INITIAL RADIAL BEARING OF N 01°33'21 E;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'31", AN ARC DISTANCE OF 37.91 FEET;

THENCE N 88°45'10" W, A DISTANCE OF 141.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5036.50 FEET:

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°31'57", AN ARC DISTANCE OF 222.61 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 4,258 SQUARE FEET, OR 0.098 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 1.000020640 TO OBTAIN GROUND DISTANCE.

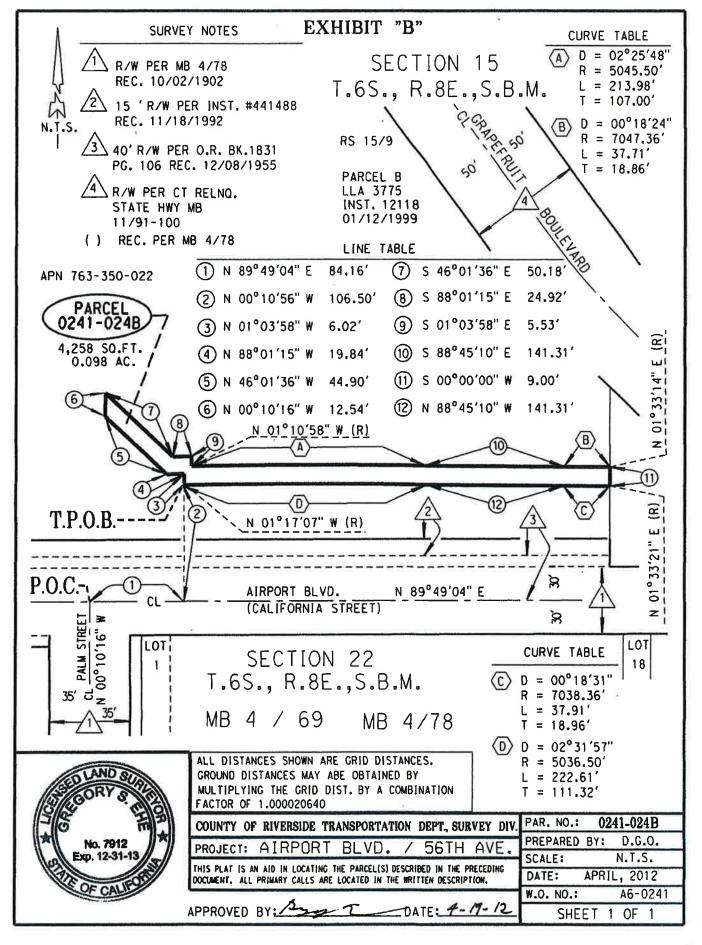
SEE ATTACHED EXHIBIT "B"

APPROVED BY: 232 2 DATE: 4-/7- /2



0241-024B PAGE 2 OF 2







## ATTACHMENT "3" GRANTOR COST-TO-CURE ITEMS

The Grantor Cost-to-Cure Payment to be paid by County in the amount of one hundred forty-eight thousand six hundred dollars (\$148,600) for the following items: Items A and B are identified as necessary work to be done in order for the County to proceed with any portion of the Project ("Necessary Work"), are activities to be done to be done by Grantor that are within the Right-of-Way Property, are contingent upon County proceeding with its Project. All exhibits referenced below are attached hereto and made a part hereof.

Item	Description of Work	Amount
Α	Grantor to remove 1, 72" box Palm	\$ 3,000
	tree.	
В	Grantor to construct interior of post	\$145,600
	office located at 87200 Airport	
	Boulevard, Thermal, as shown on	
	Exhibits "4-3" and "4-4."	
	Total Grantor Cost-to-Cure Items	\$148,600



# ATTACHMENT "4" MAP, PLANS, AND SUPPORTING DOCUMENTS

Exhibit 4-1: Parking Lot area

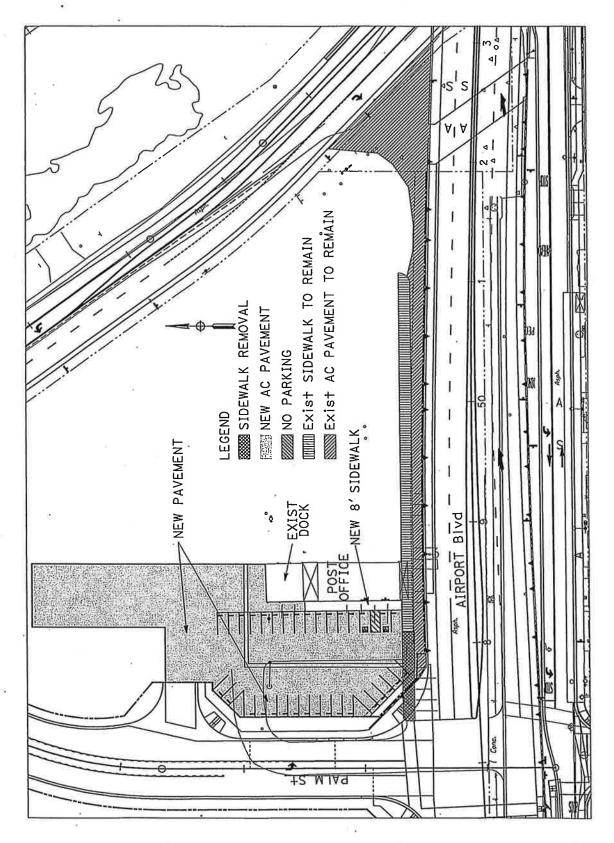
Exhibit 4-2: North Palm Street Extension (including through lane from Airport

Boulevard to Highway 111 (Grapefruit Boulevard))

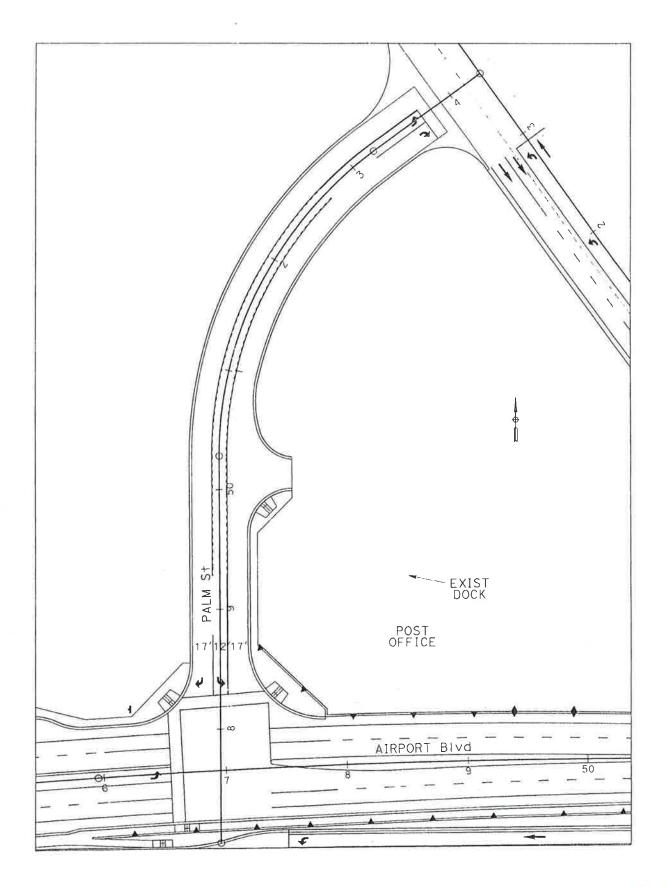
Exhibit 4-3: Sketch of Interior Remodel of Post Office

Exhibit 4-4: Bid for Grantor CTC Item B

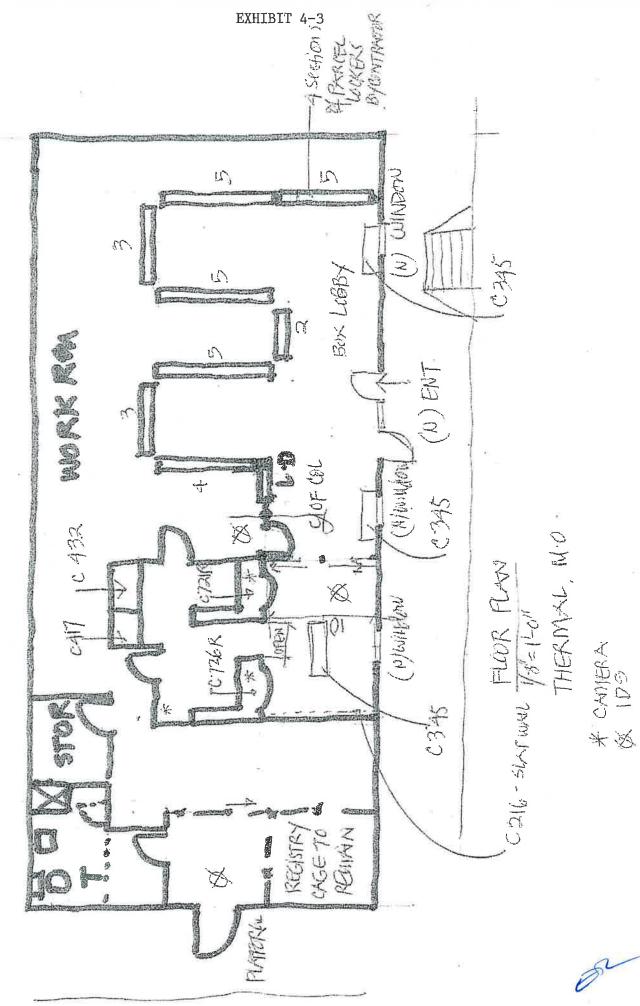














Facility: USPS Thermal, California

Contractor:

Keith KC Lee, Inc.

Date:

03/29/12

### Schedule of Values Airport Boulevard Grade Separation Project

Item	Description of Work	Scheduled				T
		Value	 	+		
				1	%	
				T		
<u> </u>	A E Services	\$ 12,000				
	Demolition	\$ 15,500				
	Structural Steel	\$ 4,600				
	Rough Carpentry	\$ 17,500				AT =
	Glazing	\$ 11,800				
	Flooring VCT	\$ 7,600				
	Drywall	\$ 10,700				
	Painting	\$ 8,500				
	Exterior Signage	\$ 5,000	 			
	Interior Pinners	f 0.500				
	Interior Signage	\$ 2,500	_			
	Casework	\$ 27,600	 			
	Casework	\$ 27,000				
	HVAC Test & Balance	\$ 3,800	 		_	
	III AO TEST U DAIAILE	Ψ 3,000	 			
						ę
	Electrical	\$ 9,000				
		4 0,000				
	Lighting	\$ 9,500				
Γotal		\$ 145,600				
- Ctur		¥ 140,000	 			
	Options					
	75		 			
	ADA Bath	6,000.00	 			
	AND MAILI	0,000.00				
	CCTV	6,000.00				
		0,000.00	 			
	Alarm	2,000.00	 			
	, side in	2,000.00	 			

USPS Thermal, California

SCHEDULE OF VALUES