

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

541A



FORM APPROVED COUNTY COUNSEL
DATE 9/13/12
BY: PATRICIA MUNROE
Departmental

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
November 8, 2012

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Access 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 Parcel 0241-012A and Temporary Construction Access Agreement for Parcel 0241-012B, all within a portion of Assessor's Parcel Number 757-021-012;
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:	\$ 16,100	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

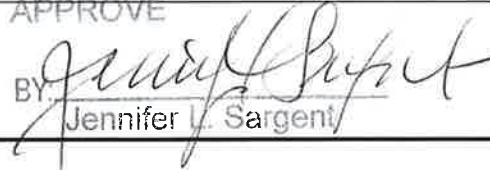
COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Coachella Valley Association of Governments – 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 11/7/12

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

Prev. Agn. Ref.: 3.5 of 02/01/11; 4.1 of 02/01/11

District: 4/4

Agenda Number:

3.19

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 \$2,241 to acquire Parcel 0241-012A and \$259 to temporarily acquire Parcel 0241-012B, all within a portion of Assessor's Parcel Number 757-021-012 and \$13,600 to pay all related transaction costs.

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 significantly reduce 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).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition and temporary rights of a portion of Assessor's Parcel Number 757-021-012 from Rosalie Alexander (Alexander) for the price of \$2,500. There are costs of \$13,600 associated with this transaction. Alexander will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 757-021-012 referenced as Parcel 0241-012A.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary access of a portion of Assessor's Parcel Number 757-021-012:

Acquisition:	\$ 2,241
Temporary Access:	\$ 259
Estimated Title and Escrow Charges:	\$ 1,500
Preliminary Title Report	\$ 400
County Appraisal:	\$ 5,700
EDA/FM Real Property Staff Time:	\$ 6,000
Total Estimated Acquisition Costs:	\$16,100

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 cost will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement
Temporary Construction Access Agreement

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION PROJECT

3 PARCEL: 0241-012A

4 APN: 757-021-012 (PORTION)
5

6 RIGHT OF WAY ACQUISITION AGREEMENT

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
9 ("County"), and ROSALIE A. ALEXANDER, an unmarried woman ("Grantor"). County
10 and Grantor are sometimes collectively referred to as "Parties".

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 56041 Palm
13 Street in Thermal, County of Riverside, State of California, as depicted on the Plat Map
14 identified as Attachment "1", attached hereto and made a part hereof. The real
15 property consisting of a 0.51 acre of parcel improved with a single family residence and
16 is also known as Assessor's Parcel Number: 757-021-012 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desires to
18 purchase a portion of the easement interest for road purposes in the Property ("ROW"),
19 for the purpose of constructing the Airport Boulevard Grade Separation Project
20 ("Project") as follows: an Easement Deed in favor of the County, referenced as Parcel
21 0241-012A described on Attachment "2" attached hereto and made a part hereof and
22 made a part hereof; pursuant to the terms and conditions set forth herein; and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
24 Right of Entry/Temporary Construction Access Agreement to grant County the right to
25 temporarily use portions of the Property, as described therein, for the construction of
26 the Project; and

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

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

6 1. County shall:

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

9 B. Pay to the undersigned Grantor(s) by tendering payment to the
10 Escrow Holder in the amount of Two Thousand Two Hundred and Forty One Dollars
11 (\$2,241) ("Purchase Price"), which is specifically agreed by the Parties to be the full
12 amount of compensation due and owing to Grantor for the ROW, conveyed by said
13 deed, when title to said ROW vests in County free and clear of all liens, encumbrances,
14 easements, leases (recorded or unrecorded), and taxes except those encumbrances
15 and easements which, in the sole discretion of the County, are acceptable, except:

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

19 b. Easements or rights of way of record over said land for public
20 or quasi-public utility or public street purposes, if any.

21 c. Any items on the Preliminary Title Report (PTR) not objected to
22 by County in a writing provided to Escrow Holder before the
23 Close of Escrow.

24 d. All other taxes owed whether current or delinquent are to be
25 current.

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

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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. As a deduction from the amount shown in Paragraph 1B, County is authorized to 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 to.

c. Pay reasonable escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefore. Said escrow and recording charges shall not, include documentary transfer tax.

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

E. Pay Grantor to replace the items listed in Attachment "3." The amount is included in Paragraph 1B above.

F. Not oversee nor bear responsibility for ensuring whether Grantor expends the compensation tendered to Grantor to replace items described in Attachment "3."

2. Grantor shall:

A. Execute and acknowledge and will deliver to Lorie Houghlan, Real Property Agent for the County or to the designated escrow company, an Easement Deed in favor of the County, dated _____ identified as Parcel Number 0241-012A.

B. Indemnify, defend, protect, and hold the County of Riverside, its Agencies, Districts, Departments, their respective directors, Board of Supervisors, elected and appointed officials, employees, agents, representatives, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,

1 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
2 (a) the presence in, within, under, or about the parcel for the presence of hazardous
3 materials, toxic substances, or hazardous substances as a result of Grantor's use,
4 storage, or generation of such materials or substances or (b) Grantor's failure to
5 comply with any federal, state, or local laws relating to such materials or substances.
6 For the purpose of this Agreement, such materials or substances shall include without
7 limitation hazardous substances, hazardous materials, or toxic substances as defined
8 in the Comprehensive Environmental Response, Compensation, and Liability Act of
9 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
10 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
11 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
12 hazardous wastes in Section 25117 of the California Health and Safety Code or
13 hazardous substances in Section 25316 of the California Health; and in the regulations
14 adopted in publications promulgated pursuant to said laws.

15 C. Be obligated hereunder to include without limitation, and whether
16 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
17 detoxification, or decontamination of the parcel, and the preparation and
18 implementation of any closure, remedial action, or other required plans in connection
19 therewith, and such obligation shall continue under the parcel has been rendered in
20 compliance with applicable federal, state, and local laws, statutes, ordinances,
21 regulations, and rules.

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

27 4. This Right of Way Acquisition Agreement embodies all of the
28 considerations agreed upon between the County and Grantor. This Agreement was

1 obtained without coercion, promises other than those provided herein, or threats of any
2 kind whatsoever by or to either party.

3 5. The performance of this Agreement constitutes the entire consideration
4 for the acquisition of the property under this Agreement and shall relieve the County of
5 all further obligations or claims on account of the acquisition of the property referred to
6 herein or an account of the location, grade or construction of the proposed public
7 improvement.

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

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

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

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

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

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11. 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
4 Dated: _____

5 GRANTOR:
6 **ROSALIE A. ALEXANDER, an**
7 **unmarried woman**

8 By: Rosalie A. Alexander
9 Rosalie A. Alexander

10 Its: _____

11 By: _____

12 COUNTY OF RIVERSIDE

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

17 By: _____
18 John Tavaglione, Chairman
19 Board of Supervisors

20 By: _____
21 Deputy

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

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

28 SS:ra/072312/299TR/14.883 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.883.doc

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ATTACHMENT "1"
Assessor's Plat Map

ASSESSOR'S PARCEL MAP
 N², NW⁴, SEC. 22, T. 6S, R. 8E.

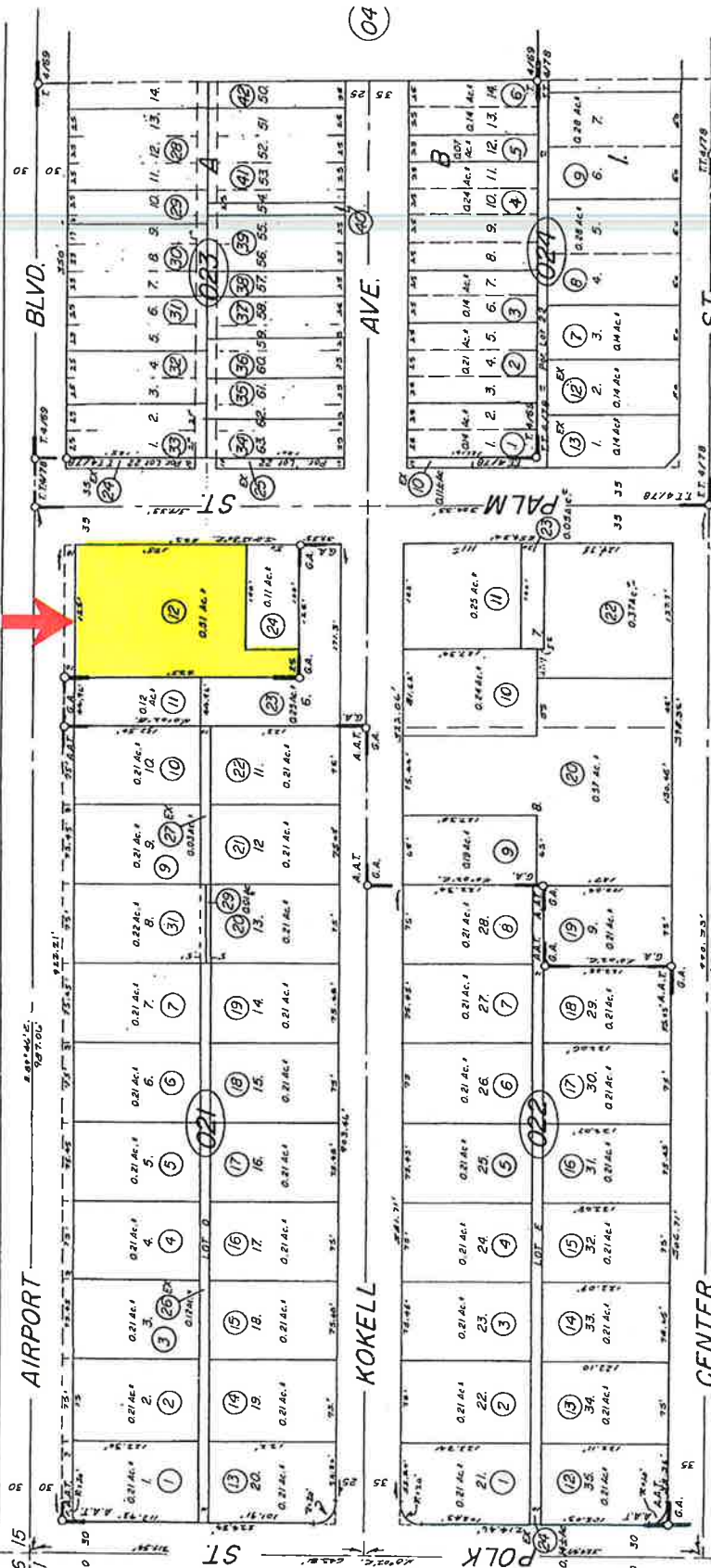
T. C. A. 5850

25-41

757-02

BK 763

Subject Property



DATE	OLD NO.	NEW NO.
12-97	023-20	30
-	4	31
-	5	32
-	26	33
-	9	34
-	10	35
-	11	36
-	12	37
-	13	38
-	23	39
-	16	40
-	27	41
-	13	42

DATE	OLD NO.	NEW NO.
3/73	023-002	037-11
3/73	411-011	037-11
5/78	023-010	023-02
5/78	023-010	023-03
11/77	023-12	26
11/77	023-18	27
7/65	021-25	26-28
1/46	021-28	29,30
-	021-30	31
-	021-31	32
-	021-32	33
-	021-33	34
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-	021-40	41
-	021-41	42

Alderman Acres Tract - MB. 22/20, Gilberta Acres - M.B. 9/21, Thermal Townsite - M.B. 4/69,
 Thermal Townsite - M.B. 4/78, All Subdivisions of Sec. 22;

DATA: R.S. 11/30, 11/31, 17/18, GOV'T. PLAT. B. of L.M. - Tupa (C-2N-239)

60' Rd. per inst.
 32692 4/59

FEBRUARY 1967

JAN 19 1998

ASSESSOR'S MAP, BK. 757 PG. 02
 RIVERSIDE COUNTY, CALIF.

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Attachment "2"

Parcel 0241-012A

Legal Description and Plat Map

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0241-012A

BEING A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 108189, RECORDED AUGUST 22, 1974, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 8 EAST SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (30.00 FOOT SOUTHERLY HALF-WIDTH) FORMALLY (56' AVENUE) AND THE CENTERLINE OF PALM STREET (35 WESTERLY HALF-WIDTH); AS SHOWN ON ALDERMAN ACRES TRACT, ON FILE IN BOOK 22 PAGES 20 AND 21 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY CALIFORNIA;

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 35.01 FEET,

THENCE S 00°10'56" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AS DESCRIBED IN GRANT DEED IN BOOK 1790 PAGE 588 RECORDED SEPTEMBER 7, 1955, OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PALM STREET, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°10'16" E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PALM STREET, A DISTANCE OF 5.57 FEET,

THENCE N 45°07'36" W, A DISTANCE OF 7.87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD;

THENCE N 89°49'04" E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 5.56 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING .16 SQUARE FEET, OR 0.000 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"

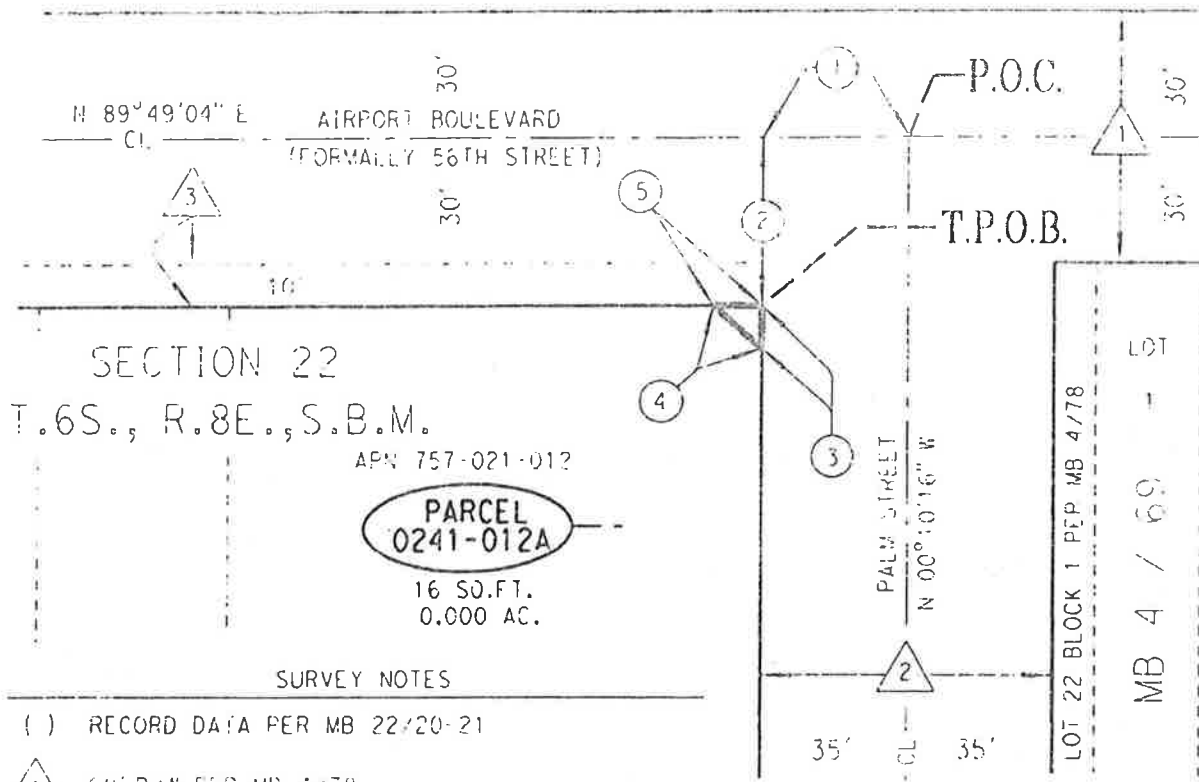
APPROVED BY: *[Signature]*

DATE: 9-7-11



EXHIBIT "B"

SECTION 22
T.6S., R.8E., S.B.M.



SECTION 22
T.6S., R.8E., S.B.M.

APN 757-021-012

PARCEL
0241-012A
1650.000 AC.

SURVEY NOTES

() RECORD DATA PER MB 22/20-21



60' R/W PER MB 4/78



70' R/W PER MB 4/78



10' R/W PER O.R. 1790 PG. 588 REC. 09/07/1955

LINE TABLE

①	S 89°49'04" W	35.01'
②	S 00°10'56" E	40.00'
③	S 00°10'16" E	5.57'
④	N 45°07'36" W	7.87'
⑤	N 89°49'04" E	5.56'



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY
MULTIPLYING THE GRID DIST. BY A COMBINATION
FACTOR OF 1.000020640

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0241-012A

PROJECT: AIRPORT BLVD. / 56TH AVE.

PREPARED BY: D.G.O.

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: SEPTEMBER, 2011

W.O. NO.: A6-0241

APPROVED BY: *[Signature]* DATE: 9-7-11

SHEET 1 OF 1

ATTACHMENT "3"

Item	Description	Cost
1	5 LF of 5-foot high of chain link fence with top rail	\$60
2	2, 5-foot wide chain link swinging gate, 5 feet tall	\$200
	Total Site Improvements	\$260

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

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4 ROSALIE A. ALEXANDER, an unmarried woman
5 (“Grantor”)

6
7 PROJECT: AIRPORT BOULEVARD GRADE
8 SEPARATION PROJECT
9 PARCEL: 0241-012B
10 APN: 757-021-012 (PORTION)

11
12 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

13 This Temporary Construction Access Agreement (“Agreement”) is made by and
14 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
15 (“County”) and ROSALIE A. ALEXANDER, an unmarried woman, (“Grantor”). County
16 and Grantor are sometimes collectively referred to as “Parties”.

17 1. The right is hereby granted to County to enter upon and use the land of
18 Grantor in the County of Riverside, State of California, described as portion of
19 Assessor’s Parcel Number 757-021-012, highlighted on Attachment “1”, attached
20 hereto (“Property”), and made a part hereof, for all purposes necessary to facilitate and
21 accomplish the construction of Airport Boulevard Grade Separation Project.

22 2. The temporary construction access, used during construction of the
23 Project, referenced as Parcel No. 0241-012B consisting of approximately 0.015 acres
24 or 639 square feet as designated on Attachment “2”, attached hereto, and made a part
25 hereof (“TCA 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 two (2) years
28 from the thirty (30) day written notice, or until completion of said project, whichever

1 occurs later.

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

6 5. County agrees to protect in place 120 linear feet of 5-foot high chain link
7 fence with top rail.

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

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

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

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

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

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

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

3 Dated: _____

4 GRANTOR:
5 ROSALIE A. ALEXANDER, an
6 unmarried woman

7 By: Rosalie A. Alexander
8 Rosalie A. Alexander

9 Its: _____

10 By: _____

11
12 Dated: _____

COUNTY OF RIVERSIDE

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

17 By: _____
18 John Tavaglione, Chairman
19 Board of Supervisors

20 By: _____
21 Deputy

22 APPROVED AS TO FORM:

23 Pamela J. Walls
24 County Counsel

25 By: 
26 ~~Synthia M. Gunzel~~ Patricia munroe
27 Deputy County Counsel

28 SS:ra/072312/299TR/14.884 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.884.doc

Attachment "1"
Assessor's Parcel Map

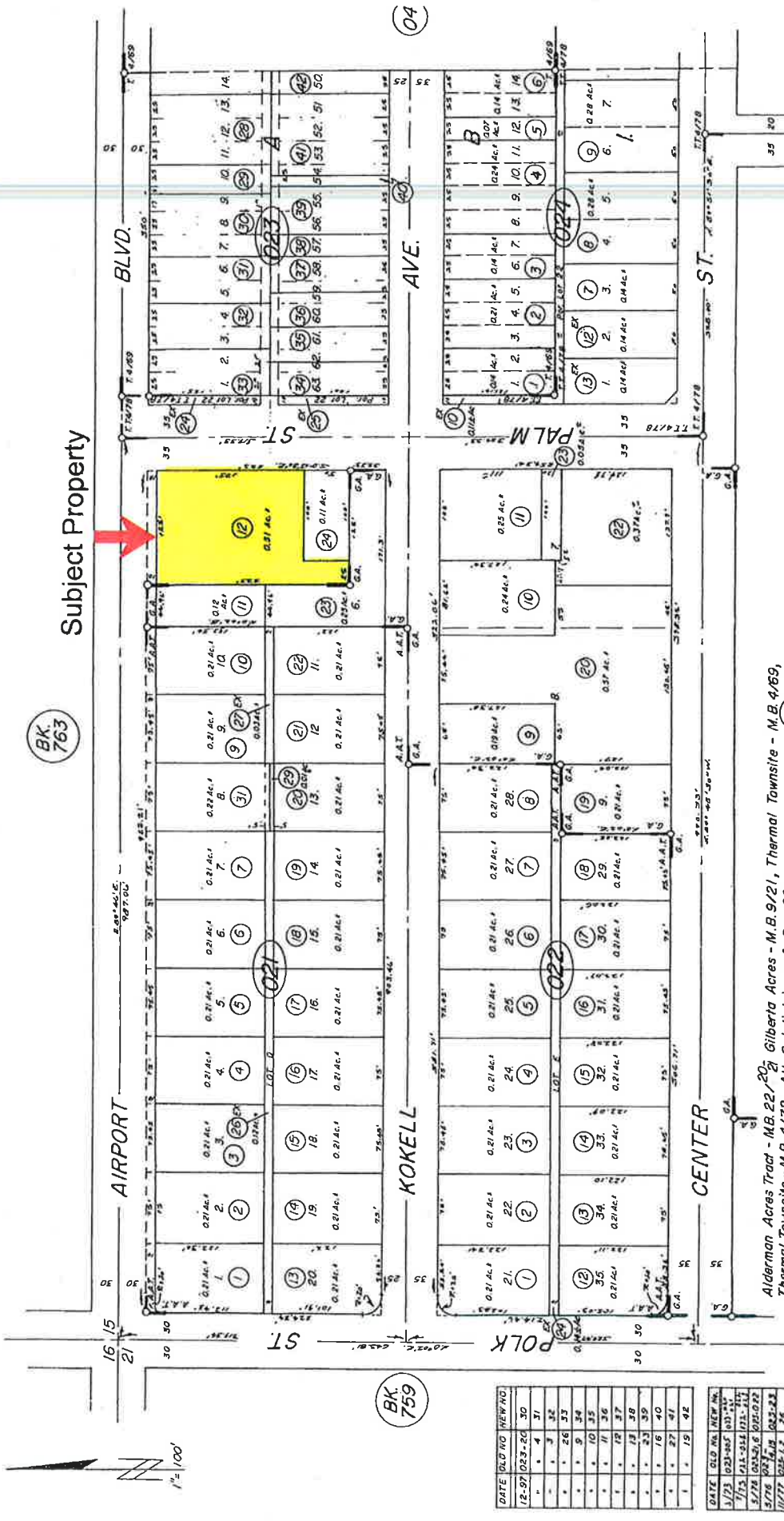
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ASSESSOR'S PARCEL MAP

T. C. A. 5850

N², NW⁴, NW⁴, SEC. 22, T. 6S, R. 8E.

25-41
757-02



BK 763

BK 759

DATE	OLD NO.	NEW NO.
12-97	023-20	30
	1	31
	2	32
	3	33
	4	34
	5	35
	6	36
	7	37
	8	38
	9	39
	10	40
	11	41
	12	42

DATE	OLD NO.	NEW NO.
1/75	023-20	103-111
5/78	023-20	103-111
5/78	023-20	103-111
5/78	023-20	103-111
11/77	023-20	26
11/77	023-20	27
7/65	021-25	26-28
1/46	021-28	29,30
8/71	021-30	31
8/71	021-30	32
8/71	021-30	33
8/71	021-30	34
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8/71	021-30	41
8/71	021-30	42

Alderman Acres Tract - M.B. 22/20, Gilberta Acres - M.B. 9/21, Thermal Townsite - M.B. 4/69,
Thermal Townsite - M.B. 4/78, All Subdivisions of Sec. 22;

DATA: R.S. 11/30, 11/31, 17/18, GOV'T. PLAT, B. of L.M. - Topo (C-2N-239)

60' Rd. per inst.
32692 4/59

FEBRUARY 1967

JAN 19 1998

ASSESSOR'S MAP, BK. 757 PG. 02
RIVERSIDE COUNTY, CALIF.

ATTACHMENT "2"

0241-012B

Legal Description & Plat Map

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EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0241-012B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN ITEM NUMBER SIXTEEN OF INSTRUMENT NUMBER 108189 RECORDED AUGUST 22 1974, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 22 TOWNSHIP 6 SOUTH RANGE 8 EAST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (30 00 FOOT SOUTHERLY HALF-WIDTH) FORMALLY (56TH AVENUE) AND THE CENTERLINE OF PALM STREET (35 WESTERLY HALF-WIDTH) AS SHOWN ON ALDERMAN ACRES TRACT, ON FILE IN BOOK 22, PAGES 20 AND 21, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA,

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 160.02 FEET

THENCE S 00°10'56" E, A DISTANCE OF 40 00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AS DESCRIBED IN GRANT DEED IN BOOK 1790 PAGE 588 RECORDED SEPTEMBER 7, 1955 OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE N 89°49'04" E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 119.45 FEET,

THENCE S 45°07'36" E, A DISTANCE OF 7.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PALM STREET

THENCE S 00°10'16" E ALONG THE WESTERLY RIGHT-OF-WAY OF SAID PALM STREET, A DISTANCE OF 7.08 FEET,

THENCE N 45°07'36" W, A DISTANCE OF 10.81 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 45 00' SOUTHERLY OF THE CENTERLINE OF SAID AIRPORT BOULEVARD,

THENCE S 89°49'04" W ALONG SAID PARALLEL LINE, A DISTANCE OF 117.38 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN ITEM NUMBER SIXTEEN OF INSTRUMENT NUMBER 108189, RECORDED AUGUST 22, 1974, OFFICIAL RECORDS OF SAID RECORDER

THENCE N 00°10'16" W ALONG SAID WESTERLY LINE, A DISTANCE OF 5.00' TO THE TRUE POINT OF BEGINNING

CONTAINING .639 SQUARE FEET, OR 0.015 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: *[Signature]*

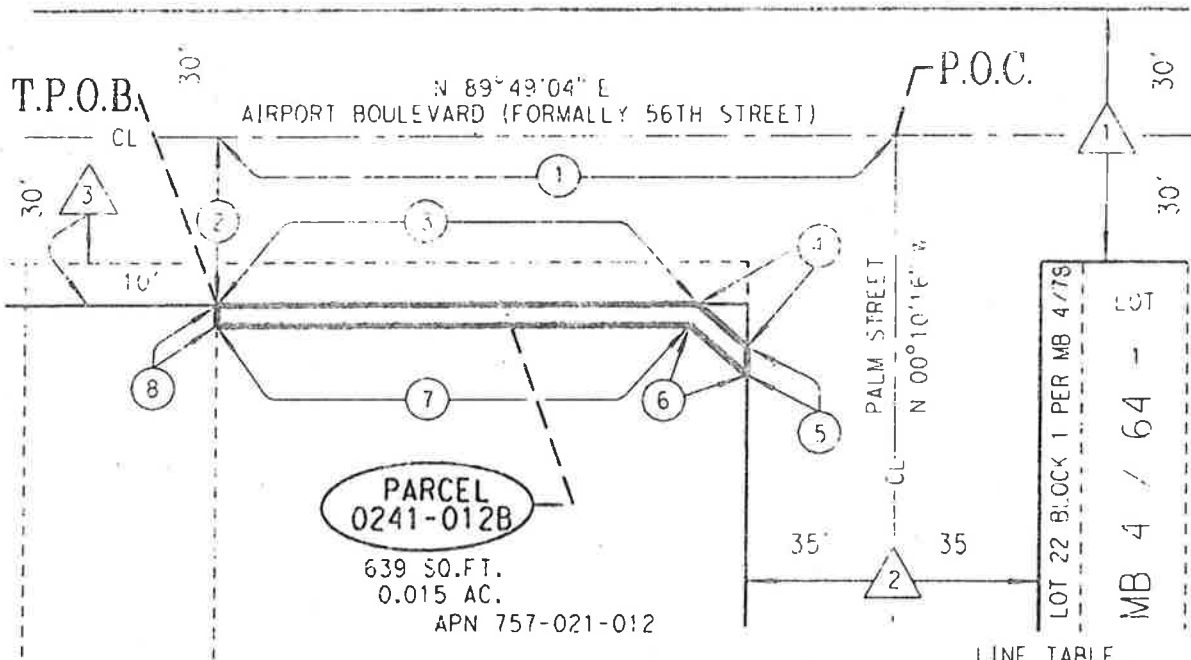
DATE: 9-7-11



EXHIBIT "B"

SECTION 13

1/2 SECTION 13, T. 33 N., R. 18 E., S. 41 M.



LINE TABLE

①	S 89°49'04" W	160.02'
②	S 00°10'56" E	40.00'
③	N 89°49'04" E	119.45'
④	S 45°07'36" E	7.87'
⑤	S 00°10'16" E	7.08'
⑥	N 45°07'36" W	10.81'
⑦	S 89°49'04" W	117.38'
⑧	N 00°10'16" W	5.00'

SURVEY NOTES

- () RECORD DATA PER MB 22/20-21
- ① 60' R/W PER MB 4/78
- ② 70' R/W PER MB 4/78
- ③ 10' R/W PER O.R. 1790 PG. 588 REC. 09/07/1955

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000020640



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: AIRPORT BLVD. / 56TH AVE.

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.: 0241-012B

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: SEPTEMBER, 2011

W.O. NO.: A6-0241

APPROVED BY: *[Signature]* DATE: 9-7-11

SHEET 1 OF 1