

904 A



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

FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBMITTAL DATE:
June 13, 2013

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 Parcel 0241-025 within Assessor's Parcel Number 763-350-007;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)

Patricia Romo
Assistant Director of Transportation

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 52,600	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 Sargent

DEPARTMENTAL COUNSEL
 APPROVED COUNTY COUNSEL
 DATE
 PATRICIA MUNROE
 5/20/13
 DEPARTMENTAL COUNSEL
 APPROVED COUNTY COUNSEL
 DATE
 SAMUEL WONG
 6/12/13
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/12/13
 Dep't Recomm.: Consent Policy Policy
 Per Exec. Ofc.: Consent Policy Policy

2013 JUN 18 6M 5:40
 2013 JUN 17 6M 4:40
 COUNTY OF RIVERSIDE
 CLERK OF THE BOARD

3-11

Prev. Agn. Ref.: 3.5 of 02/01/11; 4.1 of 02/01/11 **District:** 4/4 **Agenda Number:**

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 \$39,000 to acquire Parcel 0241-025 within Assessor's Parcel Number 763-350-007, 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 full acquisition of Assessor's Parcel Number 763-350-007 from Rebekah Blakley (Blakley) for the price of \$39,000. There are costs of \$13,600 associated with this transaction. Blakley will execute a Grant Deed in favor of the County of Riverside for Assessor's Parcel Number 763-350-007 referenced as Parcel 0241-025.

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 of Assessor's Parcel Number 763-350-007:

Easement/Acquisition:	\$39,000
Estimated Title and Escrow Charges:	\$ 2,500
Preliminary Title Report:	\$ 400
Appraisal:	\$ 5,700
EDA/FM Real Property Staff Time:	\$ 5,000
Total Estimated Acquisition Costs:	\$52,600

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, who will then be reimbursed by the Coachella Valley Association of Governments (CVAG). 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

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION

3 PARCEL(S): 0241-025

4 APN(S): 763-350-007

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 REBEKAH S. BLAKLEY, a married woman ("Grantor"). County and
10 Grantor are sometimes collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 55951 US
13 Highway 111, in the unincorporated community of Thermal, County of Riverside, State
14 of California, as depicted on the Plat Map identified as Attachment "1," attached hereto
15 and made a part hereof. The real property consisting of 0.286 acres of land and is also
16 known as Assessor's Parcel Number: 763-350-007 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desire to
18 purchase the fee simple interest in the Property ("ROW") for the purpose of
19 constructing the Airport Boulevard Grade Separation Project ("Project") as follows: a
20 Grant Deed in favor of County referenced as Parcel 0241-025 and described on
21 Attachment "2," attached hereto and made a part hereof; pursuant to the terms and
22 conditions set forth herein; and

23 WHEREAS, the Property was formerly improved and used as a service station
24 and groundwater contamination was detected in the late 1980's; and

25 WHEREAS, since 1989, a remediation plan was implemented and a total of
26 eleven (11) groundwater monitoring wells were installed on the Property to monitor the
27 groundwater, and six (6) remedial wells were installed to reduce the mass of petroleum
28

1 hydrocarbons in the soil and groundwater, on behalf of Grantor, as depicted on the
2 exhibit identified as Attachment "3"; attached hereto and made a part hereof; and

3 WHEREAS, it is anticipated that all wells associated with the Property will be
4 properly capped and abandoned no sooner than June 2013 but no later than the
5 commencement date for construction by the County on the Property (Frey
6 Environmental and County will coordinate estimated breaking ground time and plan
7 accordingly); and

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

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

13 14 AGREEMENT

15 1. All the above recitals are true and correct and by this reference are
16 incorporated herein.

17 2. For good and valuable consideration, Grantor agrees to sell and convey
18 to the County, and the County agrees to purchase from Grantor the Property described
19 herein, under the terms and conditions set forth in this Agreement. The full
20 consideration for the Property consists of the purchase price amount in the amount of
21 Thirty-Nine Thousand Dollars (\$39,000) for the fee simple interest to be acquired by
22 the County ("Purchase Price").

23 3. The Parties acknowledge there is a remediation plan in place since 1989.
24 The Parties agree that funds in the amount of Nineteen Thousand Five Hundred
25 Dollars (\$19,500) shall be held in Escrow (as defined below) until all monitoring wells
26 are capped and the County receives 1) a No Further Action Letter (Letter) issued by
27 the California Regional Water Quality Control Board-Colorado River Basin which
28 evidences that all the wells are capped and no further monitoring is needed, and 2) a

1 copy of the remediation plan (Plan). The County shall direct the Escrow Holder to
2 disburse these funds to Grantor in writing upon receipt of the Letter and Plan as
3 provided in Section 4.E.b. herein.

4 4. County shall:

5 A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow
6 Holder") upon execution of a fully executed Agreement ("Effective Date"). The Escrow
7 Holder will hold all funds deposited by the County in an escrow account ("Escrow
8 Account") that is interest bearing and at a bank approved by County with interest
9 accruing for the benefit of the County. The Escrow Account shall remain open until all
10 charges due and payable have been paid and settled; at such time any remaining
11 funds shall be refunded to the County.

12 B. Deposit into Escrow the Purchase Price ("Deposit").

13 C. Authorize the Escrow Holder to close Escrow and release the
14 Deposit, in accordance with the provisions herein, to Grantor upon the deposit of the
15 following documents into Escrow for recordation in the Official Records of the County
16 Recorder of Riverside County ("Official Records") upon Close of Escrow:

17 a. Execute and acknowledge and deliver to Stephi Villanueva,
18 Supervising Real Property Agent for the County or to the designated escrow company,
19 a Grant Deed in favor of the County identified as Parcel Number 0241-025, subject
20 only to the following:

21 i. Free and clear of all liens, encumbrances,
22 easements, leases (recorded or unrecorded), and taxes except those encumbrances
23 and easements which, in the sole discretion of the County, are acceptable, except any
24 items on the Preliminary Title Report (PTR) not objected to by County in a writing
25 provided to Escrow Holder before the Close of Escrow.

26 ii. Current fiscal year, including personal property tax, if
27 any, and any further assessment thereto under Chapter 3.5 of Revenue and Taxation
28

1 Code of the State of California. Easements or rights of way of record over said land for
2 public or quasi-public utility or public street purposes, if any.

3 b. All other taxes owed whether current or delinquent are to be
4 current.

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

7 E. Upon Close of Escrow, authorize Escrow Holder to pay Grantor
8 the amount of Nineteen Thousand Five Hundred Dollars (\$19,500) from the Escrow
9 Account which represents fifty percent (50%) of the Purchase Price.

10 a. Escrow Holder to retain in the Escrow Account the
11 remaining fifty percent (50%) of the amount due of the Purchase Price until such time
12 as the Escrow Holder is authorized to disburse to Grantor pursuant to this Section
13 herein.

14 b. Upon the County's receipt of the Letter and copy of the Plan
15 from Grantor, County shall direct Escrow Holder in writing to disburse the remaining
16 Nineteen Thousand Five Hundred Dollars (\$19,500) to Grantor which is anticipated to
17 be by 2015. In the event that the items described above are not completed within the
18 time specified here in this section, the Parties shall amend this Agreement to address
19 the issue or timing of the disbursement of the remaining funds.

20 5. Grantor shall:

21 A. Execute and acknowledge and will deliver to Stephi Villanueva,
22 Supervising Real Property Agent for the County or to the designated escrow company,
23 a Grant Deed in favor of the County dated _____ identified as Parcel Number
24 0241-025.

25 B. Continue to work with Frey Environmental and State of California
26 to submit all requests for reimbursement for activities performed under the Plan to the
27 State of California Underground Clean-Up Fund.

28

1 C. Deliver a copy of the Plan and Letter to Stephi Villanueva,
2 Supervising Real Property Agent for the County or to the designated escrow company
3 in accordance with Section 4.E.b. above.

4 D. Not allow any mechanics' liens to be recorded against the
5 Property. In the event such a lien is recorded, Grantor shall take all actions necessary
6 to promptly obtain a release of such lien at Grantor's sole expense.

7 E. Indemnify, defend, protect, and hold the County of Riverside, its
8 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
9 elected and appointed officials, employees, agents, representatives, successors, and
10 assigns free and harmless from and against any and all claims, liabilities, penalties,
11 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
12 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
13 (a) the presence in, within, under, or about the parcel for the presence of hazardous
14 materials, toxic substances, or hazardous substances as a result of Grantor's use,
15 storage, or generation of such materials or substances or (b) Grantor's failure to
16 comply with any federal, state, or local laws relating to such materials or substances.
17 For the purpose of this Agreement, such materials or substances shall include without
18 limitation hazardous substances, hazardous materials, or toxic substances as defined
19 in the Comprehensive Environmental Response, Compensation, and Liability Act of
20 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
21 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
22 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
23 hazardous wastes in Section 25117 of the California Health and Safety Code or
24 hazardous substances in Section 25316 of the California Health; and in the regulations
25 adopted in publications promulgated pursuant to said laws.

26 F. Be obligated hereunder to include without limitation, and whether
27 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
28 detoxification, or decontamination of the parcel, and the preparation and

1 implementation of any closure, remedial action, or other required plans in connection
2 therewith, and such obligation shall continue until the parcel has been rendered in
3 compliance with applicable federal, state, and local laws, statutes, ordinances,
4 regulations, and rules as indicated by a No Further Action statement to be received
5 from the Regional Water Quality Control Board.

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

11 7. This Right of Way Acquisition Agreement embodies all of the
12 considerations agreed upon between the County and Grantor. This Agreement was
13 obtained without coercion, promises other than those provided herein, or threats of any
14 kind whatsoever by or to either party.

15 8. The performance of this Agreement constitutes the entire consideration
16 for the acquisition of the property under this Agreement and shall relieve the County of
17 all further obligations or claims on account of the acquisition of the property referred to
18 herein or an account of the location, grade or construction of the proposed public
19 improvement.

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

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

25 11. This Agreement is the result of negotiations between the parties and is
26 intended by the parties to be a final expression of their understanding with respect to
27 the matters herein contained. This Agreement supersedes any and all other prior
28 agreements and understandings, oral or written, in connection therewith. No provision

1 contained herein shall be construed against the County solely because it prepared this
2 Agreement in its executed form.

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

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

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12 (SIGNATURES ON NEXT PAGE)
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1 14. This Agreement may be signed 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 have executed this Agreement the day and year
5 below written.

6
7 Dated: _____

8
9 COUNTY:

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

GRANTOR:

REBEKAH S. BLAKLEY
a married woman

13 By: _____

14 John J. Benoit, Chairman
15 Board of Supervisors

13 By:  _____

14 Rebekah S. Blakley

16
17 ATTEST:

18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: _____

21 Deputy

22
23 APPROVED AS TO FORM:

24 Pamela J. Walls
25 County Counsel

26 By:  _____

27 Patricia Munroe
28 Deputy County Counsel

MT:ra/042513/299TR/15.081 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.081.doc

ATTACHMENT "1"
Assessor's Plat Map

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ASSESSOR'S PARCEL MAP

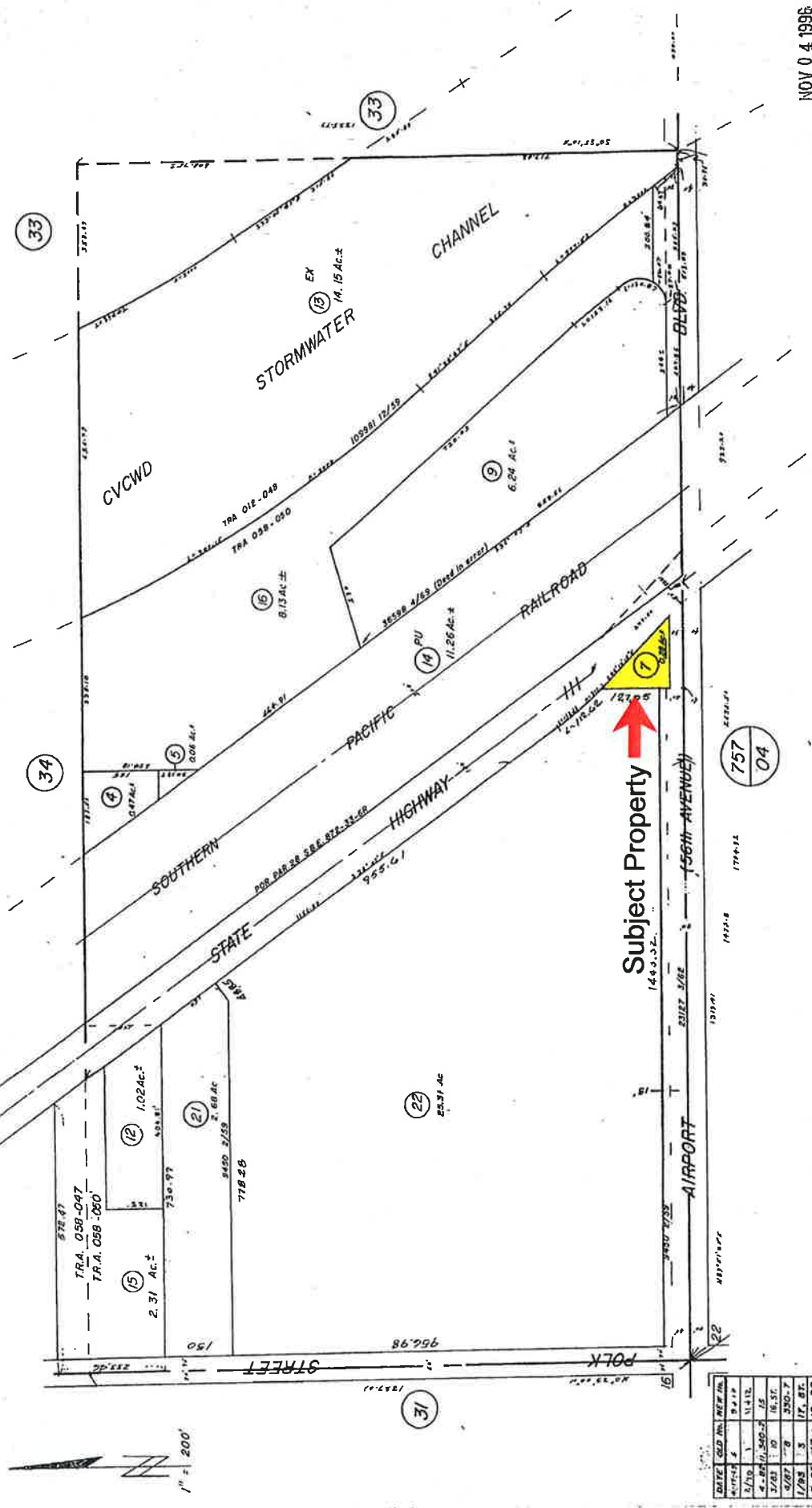
SI/2 SW1/4 SEC.15, T.6S, R.8E

763-35

25-39-1

TRA. 012-1048
056-050.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	CD	NO.	NEW/OLD
3/10	1	11,412	
4-8-11	500-2	15	
3/03	10	16,51	
4/07	8	330-7	
1/03	3	17, 81	
2-20	17	18, 20	
	2, 20	81	
10-80	19	22	

DATA R/S 15/8, 15/56, 16/56, 17/16, M.B. 22/20-21
CVCWD R/W, R/W-XI-RV-187-F, S.E.E. 872-33-6R

60 Rds. per inst.
32692 4/59

R/S 11/30, M.B. 4/53, 4/69, 4/78, 9/21

NOV 0 4 1996

ASSESSOR'S MAP EX. 763 PG. 35
RIVERSIDE COUNTY, CALIF.

ATTACHMENT "2"

Grant Deed

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Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th 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)

MT:mr/042513/15.082

(Space above this line reserved for Recorder's use)

PROJECT: AIRPORT BOULEVARD GRADE SEPARATION
PARCEL: 0241-025
APN: 763-350-007

GRANT DEED

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

REBEKAH S. BLAKLEY, a married woman

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

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

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from REBEKAH S. BLAKLEY, a married woman, 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: _____

COUNTY OF RIVERSIDE
Juan C. Perez, Director of Transportation

By: _____, Deputy

EXHIBIT "A"
LEGAL DESCRIPTION
0241-025

BEING ALL OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN JUDGEMENT BY THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE, RECORDED AUGUST 22, 1974, IN INSTRUMENT NUMBER 108189 RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, AS "PARCEL 1" UNDER JUDGEMENT ITEM 14 AND AS "PARCEL 2" UNDER JUDGEMENT ITEM 15, LYING WITHIN THE SOUTHWEST ONE-QUARTER, OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (FORMERLY CALIFORNIA STREET) AND THE CENTERLINE OF PALM STREET AS SHOWN ON "MAP OF THERMAL TOWNSITE" ON FILE IN BOOK 4, PAGE 78 OF MAPS, RECORDS OF SAID RECORDER;

THENCE N 89°49'04" E ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 485.69 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID "PARCEL 2";

THENCE N 00°00'00" E ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE CONTINUING N 00°00'00" E, A DISTANCE OF 159.32 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 111 (GRAPEFRUIT BOULEVARD) AS SHOWN ON CALTRANS RIGHT-OF-WAY RELINQUISHMENT MAP, ON FILE IN STATE HIGHWAY MAP BOOK 11, PAGES 91-100, INCLUSIVE, IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE S 46°12'53" E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 148.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 111 (GRAPEFRUIT BOULEVARD) AS DESCRIBED IN DEED BOOK 440, PAGE 138, RECORDED APRIL 3, 1916 RECORDS OF SAID RECORDER;

THENCE S 36°09'38" E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.66 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 1843, PAGE 437, RECORDED JANUARY 6, 1956, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 26°49'43" W ALONG THE NORTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 1843, PAGES 428 AND 437, A DISTANCE OF 22.71 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD;

THENCE S 89°49'04" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 123.16 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 12,451 SQUARE FEET, OR 0.286 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
0241-025

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: *Timothy F. Rayburn*
DATE: 10/11/2012

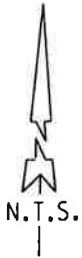


SURVEY NOTES

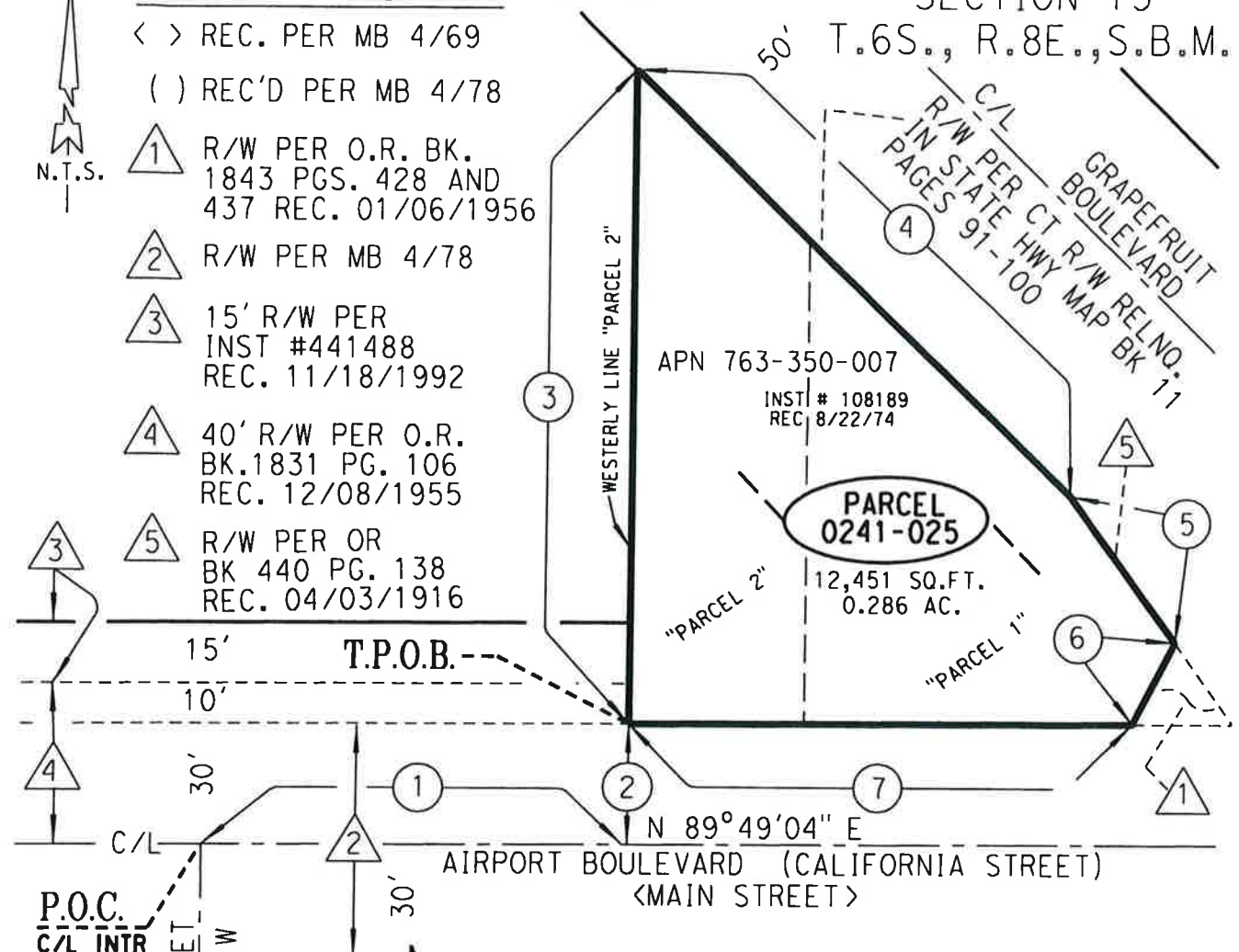
EXHIBIT "B"

SECTION 15

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



- < > REC. PER MB 4/69
- () REC'D PER MB 4/78
- ① R/W PER O.R. BK. 1843 PGS. 428 AND 437 REC. 01/06/1956
- ② R/W PER MB 4/78
- ③ 15' R/W PER INST #441488 REC. 11/18/1992
- ④ 40' R/W PER O.R. BK.1831 PG. 106 REC. 12/08/1955
- ⑤ R/W PER OR BK 440 PG. 138 REC. 04/03/1916



LINE DATA

- ① N 89°49'04" E 485.69'
- ② N 00°00'00" E 30.00'
- ③ N 00°00'00" E 159.32'
- ④ S 46°12'53" E 148.28'

LOT 19 LOT 20 LOT 21 LOT 22 LOT 23
MB 4/69 BLOCK "A"

LINE DATA

- ⑤ S 36°09'38" E 44.66'
- ⑥ S 26°49'43" W 22.71'
- ⑦ S 89°49'04" W 123.16'

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.

APPROVED BY: *Timothy F. Rayburn* DATE: 10/0/2012

PAR. NO.: 0241-025

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: OCTOBER, 2012

W.O. NO.: A6-0241

SHEET 1 OF 1

ATTACHMENT "3"
Map of Monitoring Wells

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EXPLANATION

- BH-1 FORMER SOIL BORING LOCATION
- ⊗ BH-3 FORMER GROUNDWATER MONITORING WELL LOCATION, CURRENTLY NOT LOCATED (Schaefer Dixon Associates, not located as of August 27, 2010)
- ⊗ VE1 VAPOR EXTRACTION WELL LOCATION (FREY Environmental, Inc.)
- ⊗ AS1 AIR SPARGE WELL LOCATION (FREY)
- ⊗ BH-2/ MW1 GROUNDWATER MONITORING WELL LOCATION (Schaefer Dixon Associates)
- ⊗ MW2 GROUNDWATER MONITORING WELL LOCATION (FREY Environmental, Inc.)

NOTES:

- 1) All locations and dimensions are approximate.
- 2) Base map from drawing by Schaefer Dixon Associates, project no. AR823B, dated December 1990, proj. no. 9R823-A, dated September 1989, and from Google Earth aerial photo.
- 3) Groundwater monitoring well location BH-3/MW2 not located as of 3/4/2010.
- 4) Groundwater monitoring and vapor extraction well locations were surveyed by RdM Surveying Inc. on 08/05/2010 and 06/16/2011.

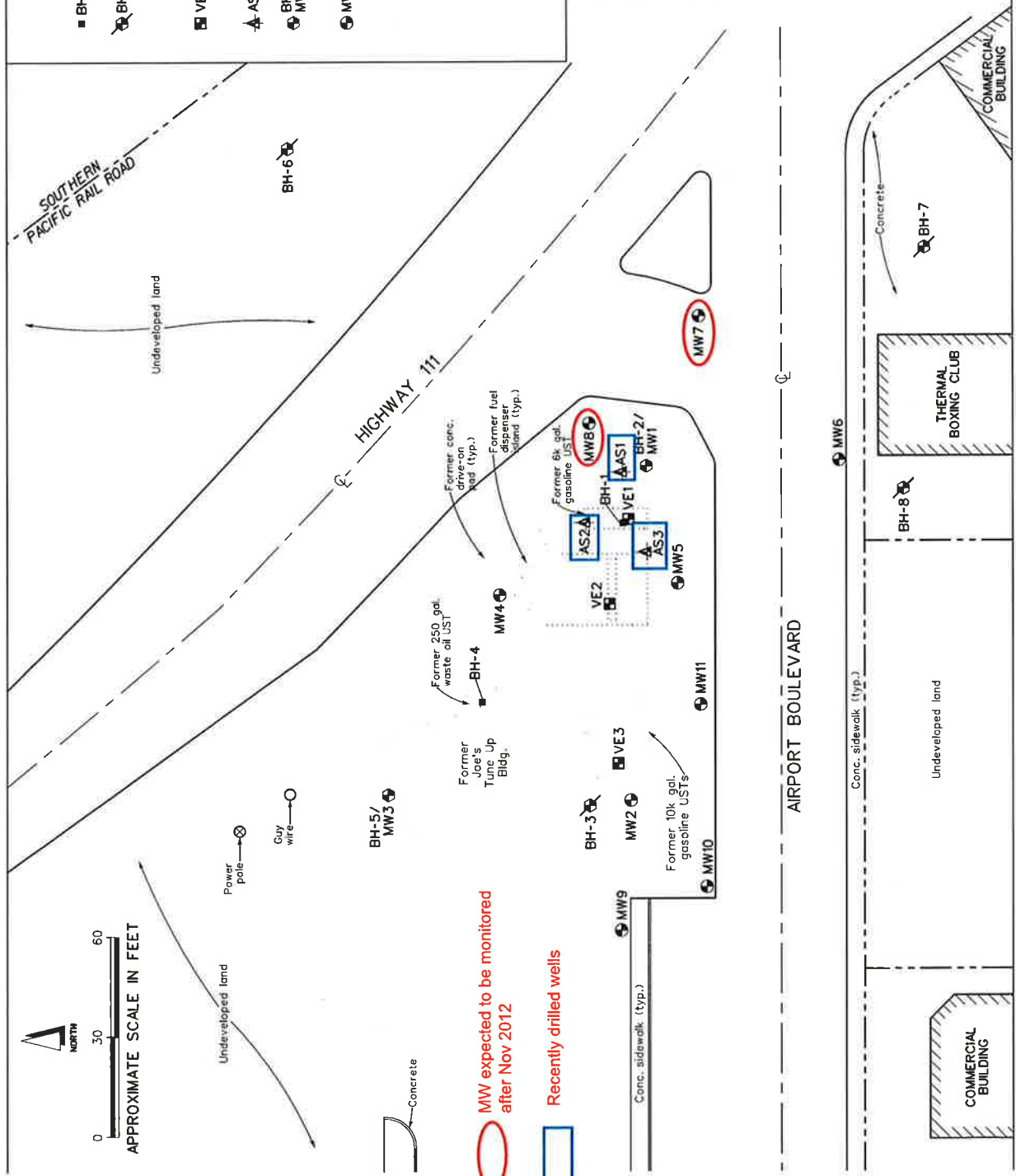
JOE'S TUNE UP
55-951 HIGHWAY 111
THERMAL, CALIFORNIA

Client: JOE'S TUNE UP Project No.: 661-01

FREY ENVIRONMENTAL, INC.

**SITE SKETCH SHOWING
SOIL BORING, VAPOR EXTRACTION WELL,
AIR SPARGE WELL, AND GROUNDWATER
MONITORING WELL LOCATIONS**

Date: JUNE 2012 Figure 3



MW expected to be monitored after Nov 2012

Recently drilled wells