

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

657



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
July 19, 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 0241-023A and Temporary Construction Access Agreement for Parcel 0241-023B, both within a portion of Assessor's Parcel Number 763-310-017;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,157	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: *[Signature]*
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 31, 2012
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 7/18/12
 Departmental Concurrence: SAMUEL WONG
 DATE: 7/19/12
 Departmental Concurrence: SYNTHIA M. GUNZEL
 COUNTY COUNSEL: GUNZEL 6-19-12
 BY: GUNZEL

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

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 \$6,114 to purchase Parcel 0241-023A and \$443 for a temporary construction easement on Parcel 0241-023B, all within a portion of Assessor's Parcel Number 763-310-017 and \$18,600 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 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).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 763-310-017 from The H.N. and Frances C. Berger Foundation, a Delaware corporation (Berger) for the price of \$6,557. There are costs of \$18,600 associated with this transaction. Berger will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 763-310-017 referenced as Parcel 0241-023A.

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 construction access of a portion of Assessor's Parcel Number 763-310-017:

Easement/Acquisition:	\$ 6,114
Temporary Construction Access:	\$ 443
Estimated Title and Escrow Charges:	\$ 2,500
Preliminary Title Report:	\$ 400
Appraisal:	\$ 5,700
EDA/FM Real Property Staff Time:	\$10,000
Total Estimated Acquisition Costs:	\$25,157

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: 0241-023A
4 APN: 763-310-017 (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 THE H.N. and FRANCES C. BERGER FOUNDATION, a Delaware
10 Corporation ("Grantor"). County and Grantor are sometimes collectively referred to as
11 "Parties".

12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located on the northwest
14 corner of Airport Boulevard and Polk Street in Thermal, County of Riverside, State of
15 California, as depicted on the Plat Map identified as Attachment "1", attached hereto
16 and made a part hereof. The real property consisting of a 7.19 acre parcel of vacant
17 land and is also known as Assessor's Parcel Number: 763-310-017 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desires to
19 purchase a portion of the easement interest for road purposes in the Property ("ROW"),
20 for the purpose of constructing the Airport Boulevard Grade Separation Project
21 ("Project") as follows: an Easement Deed in favor of the County referenced as Parcel
22 021-023A and described on Attachment "2" attached hereto and made a part hereof;
23 pursuant to the terms and conditions set forth herein; and

24 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
25 Temporary Construction Access Agreement to grant County the right to temporarily
26 use portions of the Property, as described therein, for the construction of the Project;
27 and
28

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 Six Thousand One Hundred and Fourteen Dollars
11 (\$6,114) ("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(s), when title to said ROW vests in County free and clear of all liens,
14 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
15 encumbrances and easements which, in the sole discretion of the County, are
16 acceptable, except:

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

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

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

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

27

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

4 a. All real property taxes shall be prorated, paid, and canceled
5 pursuant to the provisions of Section 5081 et. Seq., of the
6 Revenue and Taxation Code.

7 b. As a deduction from the amount shown in Paragraph 1B,
8 County is authorized to pay any unpaid liens or taxes together
9 with penalties, cost and interest thereon, and any bonds or
10 assessments that are due on the date title is transferred to.

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

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

17 2. Grantor shall:

18 A. Execute and acknowledge and will deliver to Monica Tlaxcala,
19 Real Property Agent for the County or to the designated escrow company, an
20 Easement Deed in favor of the County dated _____ identified as Parcel Number
21 0241-023A.

22 B. Indemnify, defend, protect, and hold the County of Riverside, its
23 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
24 elected and appointed officials, employees, agents, representatives, successors, and
25 assigns free and harmless from and against any and all claims, liabilities, penalties,
26 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
27 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
28 (a) the presence in, within, under, or about the parcel for the presence of hazardous

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

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

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

25 4. This Right of Way Acquisition Agreement embodies all of the
26 considerations agreed upon between the County and Grantor. This Agreement was
27 obtained without coercion, promises other than those provided herein, or threats of any
28 kind whatsoever by or to either party.

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

3
4 Dated: 5-23-12

5 THE H.N. and FRANCES C. BERGER
6 FOUNDATION, a Delaware
7 Corporation

8 By: [Signature]

9 Its: President

10 By: [Signature]

11 Its: Vice President

12
13 COUNTY OF RIVERSIDE

14
15 By: [Signature]
16 John Tavaglione, Chairman
17 Board of Supervisors

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

17 By: [Signature]
18 Deputy

19
20
21 APPROVED AS TO FORM:
22 Pamela J. Walls
23 County Counsel

24 By: [Signature]
25 Synthia M. Gunzel
26 Deputy County Counsel

27 MT:s\050112\299TR\14.889 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.889.doc
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ATTACHMENT "1"
Assessor's Plat Map

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Attachment "2"

0241-023A

Legal Description and Plat Map

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EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0241-023A

BEING A PORTION OF LOT 16 ON FILE IN BOOK 4 PAGE 53, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 16, 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 NORTHERLY HALF-WIDTH) FORMERLY (56TH 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 SOUTHEAST CORNER OF SAID SECTION 16;

THENCE N 89°53'11" W ALONG THE CENTERLINE LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY FROM THE CENTERLINE OF SAID POLK STREET;

THENCE N 00°45'20" W ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD AS DESCRIBED IN BOOK 1837, PAGE 162, RECORDED 10/17/1955, OFFICIAL RECORDS OF SAID RECORDER AND THE WESTERLY RIGHT-OF-WAY LINE OF POLK STREET AS DESCRIBED IN BOOK 2454, PAGE 65, RECORDED 4/17/1959, OFFICIAL RECORDS OF SAID RECORDER SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°53'11" W ALONG, SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 221.85 FEET TO THE WEST LINE OF PARCEL 56, OF RECORD OF SURVEY ON FILE IN BOOK 15 PAGE 56, RECORDS OF SAID RECORDER;

THENCE N 00°01'30" W ALONG SAID WEST LINE, A DISTANCE OF 36.55 FEET;

THENCE N 87°32'35" E, A DISTANCE OF 221.46 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF POLK STREET;

THENCE S 00°45'20" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 46.49 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 9,200 SQUARE FEET, OR 0.211 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: *Gregory S. EHE*

DATE: 2-2-12



SURVEY NOTES

- ① 60' R/W PER
O.R. BK 2454
PG. 65 REC.
04/17/1959
- ② 50' R/W PER
MB 4/53 REC.
06/23/1902
- ③ 34' AND 36'
R/W PER INST
0310688
REC. 6/18/2009
- ④ 40' R/W PER
O.R. 1837
PG. 162 REC.
10/17/1955
() REC. PER MB
22/20-21

EXHIBIT "B"

SECTION 16
T.6S., R.8E., S.B.M.

APN 763-310-017

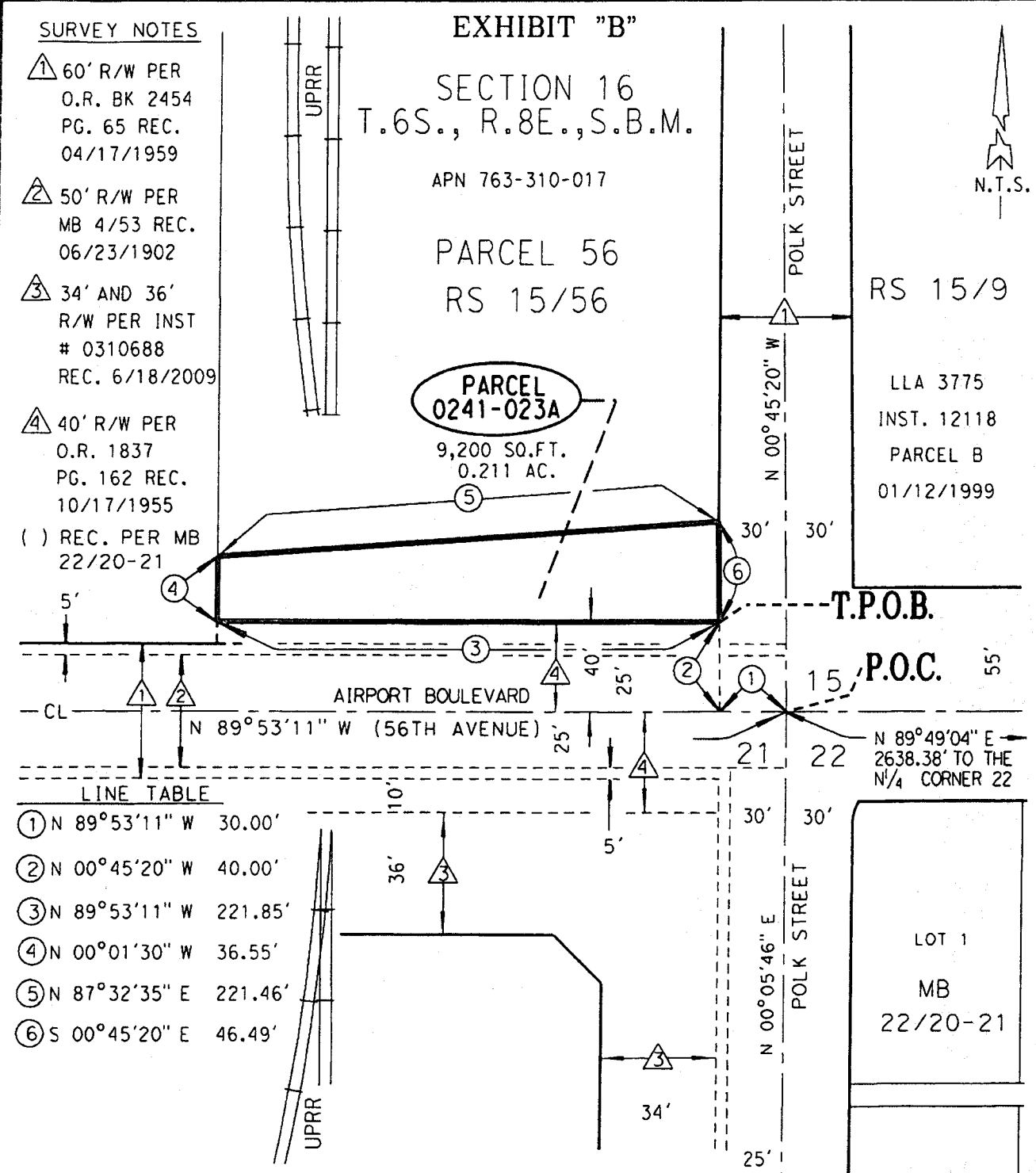
PARCEL 56
RS 15/56

**PARCEL
0241-023A**
9,200 SQ.FT.
0.211 AC.



RS 15/9

LLA 3775
INST. 12118
PARCEL B
01/12/1999



LINE TABLE

- ① N 89°53'11" W 30.00'
- ② N 00°45'20" W 40.00'
- ③ N 89°53'11" W 221.85'
- ④ N 00°01'30" W 36.55'
- ⑤ N 87°32'35" E 221.46'
- ⑥ S 00°45'20" E 46.49'

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.:	0241-023A
PREPARED BY:	D.G.O.
SCALE:	N.T.S.
DATE:	JANUARY, 2012
W.O. NO.:	A6-0241
SHEET 1 OF 1	

APPROVED BY: *[Signature]* DATE: 2-2-12

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

3
4 THE H.N. and FRANCES C. BERGER FOUNDATION, a Delaware Corporation
5 ("Grantor")

6
7 PROJECT: AIRPORT BOULEVARD GRADE
8 SEPARATION PROJECT
9 PARCEL: 0241-023B
10 APN: 763-310-017 (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 THE H.N. and FRANCES C. BERGER FOUNDATION, a Delaware
16 Corporation ("Grantor"). County and Grantor are sometimes collectively referred to as
17 "Parties".

18 1. The right is hereby granted to County to enter upon and use the land of
19 Grantor in the County of Riverside, State of California, described as portion of
20 Assessor's Parcel Number 763-310-017, highlighted on Attachment "1", attached
21 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
22 accomplish the construction of Airport Boulevard Grade Separation Project.

23 2. The temporary construction access, used during construction of the
24 Project, referenced as Parcel No. 0241-023B consisting of approximately 0.025 acres
25 or 1,108 square feet as designated on Attachment "2", attached hereto, and made a
26 part hereof ("TCA Area").

27 3. A thirty (30) day written notice shall be given to Grantor prior to using the
28 rights herein granted. The rights herein granted may be exercised for two (2) years

1 from the thirty (30) day written notice, or until completion of said project, whichever
2 occurs later.

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

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

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

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

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

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

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

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

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

3 12. County shall pay to the order of Grantor the sum of Four Hundred and
4 Forty Three Dollars (\$443) for the right to enter upon and use the TCA Area in
5 accordance with the terms hereof.

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

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

14 ///

15 ///

16 (SIGNATURES ON NEXT PAGE)
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1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3 Dated: 5-23-12

4 GRANTOR:
5 TH H.N. and FRANCES C. BERGER
6 FOUNDATION, a Delaware Corporation

7 By: [Signature]
8 Its: President
9 By: [Signature]
10 Its: Vice President

11
12 Dated: JUL 31 2012

COUNTY OF RIVERSIDE

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

17 By: [Signature]
18 Deputy

19 By: [Signature]
20 John Tavaglione, Chairman
21 Board of Supervisors

22 APPROVED AS TO FORM:

23 Pamela J. Walls
24 County Counsel

25 By: [Signature]
26 Synthia M. Gunzel
27 Deputy County Counsel

28 MT:s\050112\299TR\14.890 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.890.doc

Attachment "1"
Assessor's Parcel Map

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ATTACHMENT "2"

0241-012B

Legal Description & Plat Map

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EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0241-023B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF LOT 16 ON FILE IN BOOK 4 PAGE 53, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 16, 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 NORTHERLY HALF-WIDTH) FORMERLY (56TH 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 SOUTHEAST CORNER OF SAID SECTION 16;

THENCE N 89°53'11" W ALONG THE CENTERLINE LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY FROM THE CENTERLINE OF SAID POLK STREET;

THENCE N 00°45'20" W ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD AS DESCRIBED IN BOOK 1837, PAGE 162, RECORDED 10/17/1955, AND THE WESTERLY RIGHT-OF-WAY LINE OF POLK STREET AS DESCRIBED IN BOOK 2454, PAGE 65, RECORDED 4/17/1959, BOTH OFFICIAL RECORDS OF SAID COUNTY;

THENCE CONTINUING N 00°45'20" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 46.49 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 87°32'35" W, A DISTANCE OF 221.46 FEET TO THE WEST LINE OF PARCEL 56 AS SHOWN ON RECORD OF SURVEY IN BOOK 15 PAGE 56 RECORDS OF SAID RECORDER;

THENCE N 00°01'30" W ALONG SAID WEST LINE A DISTANCE OF 5.01 FEET,

THENCE N 87°32'35" E, A DISTANCE OF 221.40 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF POLK STREET;

THENCE S 00°45'20" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,108 SQUARE FEET, OR 0.025 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: 2-2-12



SURVEY NOTES

- ① 60' R/W PER
O.R. BK 2454
PG. 65 REC.
04/17/1959
- ② 50' R/W PER
MB 4/53 REC.
06/23/1902
- ③ 34' AND 36'
R/W PER INST
0310688
REC. 6/18/2009
- ④ 40' R/W PER
O.R. 1837
PG. 162 REC.
10/17/1955

EXHIBIT "B"

SECTION 16
T.6S., R.8E., S.B.M.

APN 763-310-017

PARCEL 56
RS 15/56

**PARCEL
0241-023B**

1,108 SQ.FT.
0.025 AC.

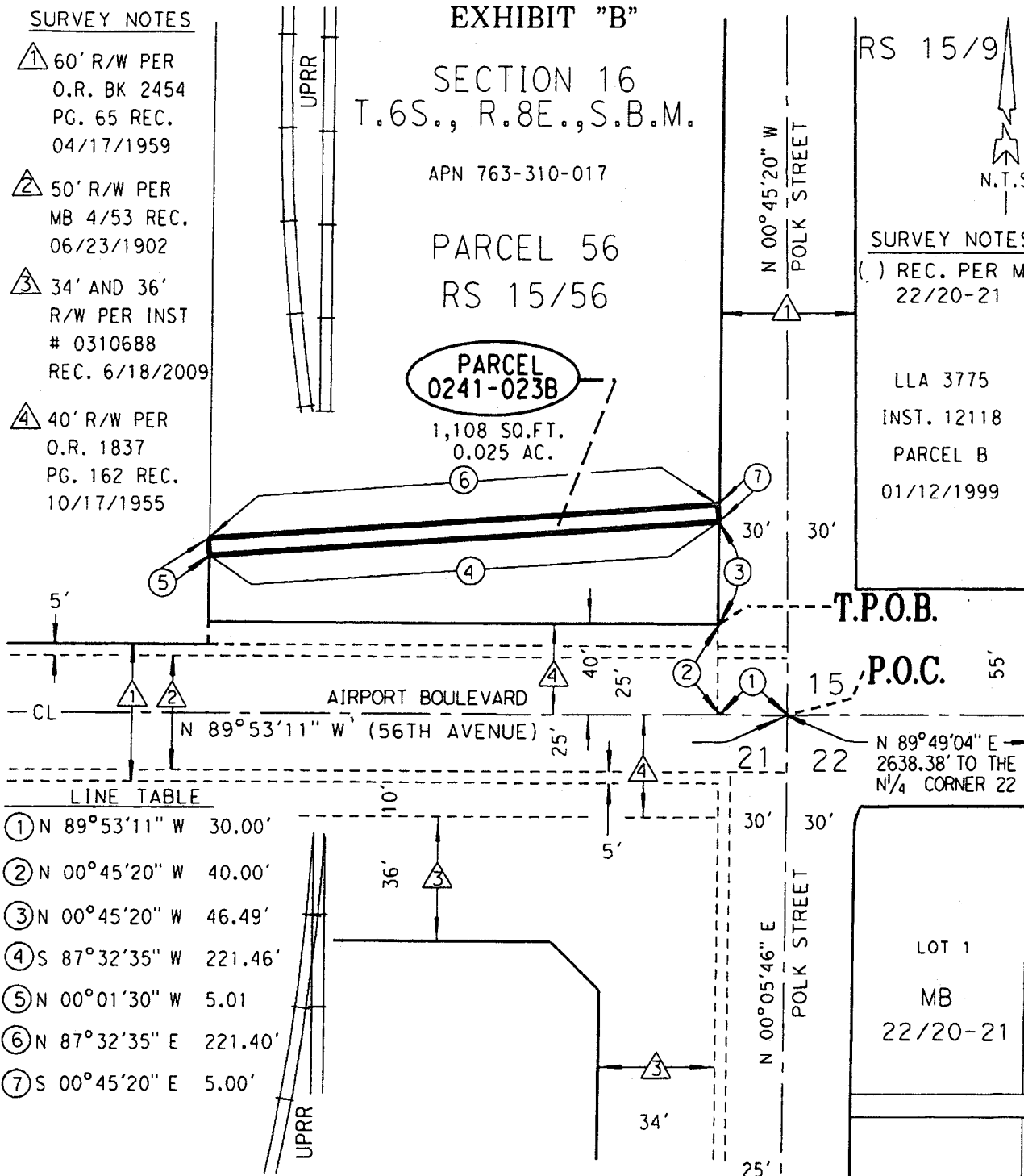
RS 15/9

N.T.S.

SURVEY NOTES

() REC. PER MB
22/20-21

LLA 3775
INST. 12118
PARCEL B
01/12/1999



LINE TABLE

- ① N 89°53'11" W 30.00'
- ② N 00°45'20" W 40.00'
- ③ N 00°45'20" W 46.49'
- ④ S 87°32'35" W 221.46'
- ⑤ N 00°01'30" W 5.01'
- ⑥ N 87°32'35" E 221.40'
- ⑦ S 00°45'20" E 5.00'

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: *[Signature]* DATE: 2-2-12

PAR. NO.: 0241-023B

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: A6-0241

SHEET 1 OF 1