

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

203
A



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;
2. Authorize the Chairman of the Board to execute this agreement 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:	\$ 550,429	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

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, 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: October 2, 2012
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

3.13

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 9/11/12
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 9/21/12
 PATRICIA MUNROE
 DATE
 Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dept's 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;
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 unforeseen 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)

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

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION
3 PARCEL(S): 0241-024A AND 0241-024B
4 APN: 763-350-022 (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 THERMAL 27, a California limited partnership, ("Grantor"). County and
10 Grantor are sometimes collectively referred to as "Parties."

11 **RECITALS**

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

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

7 **ARTICLE 1. AGREEMENT**

8 1. Recitals. All the above recitals are true and correct and by this reference
9 are incorporated herein.

10 2. Consideration. For good and valuable consideration, Grantor agrees to
11 sell and convey to the County, and the County agrees to purchase from Grantor all of
12 the Right-of-Way Property described herein, under the terms and conditions set forth in
13 this Agreement. The full consideration for the Right-of-Way Property consists of the
14 purchase price amount for the real property interests to be acquired by the County
15 ("Purchase Price") and the consideration for necessary work to be completed and
16 removal of property referenced and further defined below as the Cost-to-Cure Items
17 ("CTC Payment"). The Purchase Price in the amount of Three Hundred Fifty-Eight
18 Thousand Two Hundred Ninety-Nine Dollars (\$358,299) is to be distributed to Grantor
19 in accordance with this Agreement. The Cost-to-Cure Items in the amount of One
20 Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600) is the agreed upon
21 amount for necessary work to be completed and removal of property by Grantor as
22 listed in Attachment "3," attached hereto and made a part hereof.

23 3. County Responsibilities.

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



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

7 B. Upon the opening of Escrow, the County shall deposit the
8 Consideration as follows:

9 i. Purchase Price. Deposit into Escrow the Purchase Price in
10 the amount of Three Hundred Fifty-Eight Thousand Two Hundred Ninety-Nine Dollars
11 (\$358,299) (the "Deposit").

12 ii. Grantor CTC Payment. Deposit the Grantor CTC Payment in
13 the amount of One Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600).

14 C. On or before the date that Escrow is to close ("Close of Escrow"):

15 i. Closing Costs. County will deposit to Escrow Holder
16 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
17 transaction, and if title insurance is desired by County, the premium charged therefore.
18 Said escrow and recording charges shall not include documentary transfer tax as
19 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
20 Taxation Code section 11922.

21 ii. Miscellaneous Costs. County will deposit into Escrow an
22 amount of seven thousand four hundred thirty dollars (\$7,430), which represents five
23 (5%) percent of the total amount for the CTC items listed in Attachment "3" ("5%
24 Reserve"). In the event there are documented unforeseen and reasonable increases to
25 the CTC items approved by the County, the County will authorize the release of funds
26 from the 5% Reserve. The Escrow Holder shall retain all funds deposited into Escrow
27 until instructed to release such funds. The Escrow Holder shall refund any funds not
28 needed, expended or remaining in Escrow, including, but not limited to, the 5%



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

3 iii. County will deposit all other such documents consistent with
4 this Agreement as are reasonably required by Escrow Holder or otherwise to close
5 Escrow.

6 D. County will authorize the Escrow Holder to close Escrow and
7 release the Deposit, in accordance with the provisions herein, to Grantor conditioned
8 only upon the satisfaction by County.

9 i. The deposit of the following documents into Escrow for
10 recordation in the Official Records of the County Recorder of Riverside County
11 ("Official Records") upon Close of Escrow:

12 a. The grant deed and easement deed executed,
13 acknowledged and delivered to Stephi Villanueva, Supervising Real Property Agent for
14 the County or to Escrow Holder, substantially in the forms attached hereto as
15 Attachment "2," (Deeds) granting the portion of the Property, subject to the following:

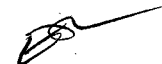
16 1. Free and clear of all liens, encumbrances,
17 easements, leases (recorded or unrecorded), and taxes except those encumbrances
18 and easements which, in the sole discretion of the County, are acceptable, except:

19 2. Current fiscal year, including personal
20 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
21 and Taxation Code of the State of California;

22 3. Easements or rights of way of record over said
23 land for public or quasi-public utility or public street purposes, if any;

24 4. Any items on the Preliminary Title Report
25 (PTR) not objected to by County in a writing provided to Escrow Holder before the
26 Close of Escrow;

27 5. Any other taxes owed whether current or
28 delinquent are to be made current.



1 E. At closing or Close of Escrow, County is authorized to deduct and
2 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
3 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 Revenue and Taxation Code.

6 b. Pay any unpaid liens or taxes together with penalties, cost
7 and interest thereon, and any bonds or assessments that are due on the date title is
8 transferred.

9 F. County shall direct Escrow Holder to disburse purchase price
10 minus any and all charges due upon Close of Escrow in accordance with the escrow
11 instructions contained in this Agreement.

12 G. Upon or following Close of Escrow, County shall authorize Escrow
13 Holder to pay Grantor the amount of Seventy-Four Thousand Three Hundred Dollars
14 (\$74,300), which represents fifty percent (50%) of the Grantor CTC for Items A and B
15 as the Necessary Work and later defined in Attachment "3," from the Escrow Account.

16 H. Escrow Holder is to retain in the Escrow Account the remaining
17 fifty percent (50%) of the amount due for the Grantor CTC until Grantor's submission
18 of written documentation showing completion of phased progress of Grantor CTC at
19 which time Grantor shall receive reimbursement on a pro rata basis. (The Grantor
20 must show documentation for the use of the original 50% of funds prior to receiving the
21 remainder of funds pursuant to this section H.)

22 I. County shall provide ninety (90) days written notice to Grantor
23 prior to the commencement of the Project ("Notice of Commencement").

24 J. County shall, at its own cost and expense, move driveway access
25 to the north, construct 8-foot sidewalk, remove the existing asphalt-paved parking lot
26 and re-construct the asphalt-paved parking lot, stripe parking spaces, and truck turning
27 area as shown on Attachment "4-1," attached hereto and made a part hereof.

28 

1 K. County shall, at its own cost and expense, relocate the power pole
2 that serve the post office, as shown on Attachment "4-1," attached hereto and made a
3 part hereof.

4 L. County shall, at its own cost and expense, construct the pavement
5 of a third through lane of the North Palm Street extension, from Airport Boulevard to
6 Highway 111 (Grapefruit Boulevard), on a portion of Assessor's Parcel Number 763-
7 350-022 as part of the consideration for the conveyance and dedication of right-of-way
8 acquired for the Project, as part of Parcel 0241-024B, shown on Attachment "4-1."

9 M. County shall, at its own cost and expense, repair or replace
10 asphalt pavement damage caused by the County's contractor during the construction
11 of the Project, in the area within Parcel 0241-024B, shown on Attachment "4-1" and
12 referenced as "Existing AC Pavement to Remain".

13 4. Grantor Responsibilities.

14 A. Execute and acknowledge a Grant Deed in favor of the County
15 dated _____ identified as Parcel Number 0241-024A and Easement Deed in
16 favor of the County for retaining wall access and maintenance purposes dated
17 _____ identified as Parcel Number 0241-024B and deliver deeds to Stephi
18 Villanueva, Supervising Real Property Agent for the County or to the Escrow Holder.

19 B. Retain the contractor(s) to complete the necessary CTC work
20 listed in Attachment "3" and directly compensate each contractor for all costs, fees, and
21 expenses. The County is not responsible for any payment to the contractor(s) selected
22 by Grantor and Grantor shall indemnify, defend, and hold harmless the County, its
23 officers, employees, officials, representatives or agents free from and against any and
24 all claims, liabilities, penalties, forfeitures, losses or expenses, including reasonable
25 attorneys' fees, whatsoever arising from or caused by any actions or omissions of
26 Grantor in connection with Grantor's selection and use of any of the contractors.

27 C. Upon receipt of County's ninety (90) days Notice of
28 Commencement for the Project, Grantor shall remove all property identified in the CTC



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

6 i. In the event that Grantor does not remove all such property
7 identified in the CTC Item A of Attachment "3" from the Right-of-Way Property prior to
8 the construction commencement date as set forth in the notice, and such failure
9 continues for five (5) days after written notice thereof is given to Grantor by County,
10 County shall have the right but not the obligation to complete all removal work and
11 deduct the removal costs from the Grantor CTC Payment.

12 ii. If any of such Grantor's personal property is left on the
13 Right-of-Way Property, such property shall be and become the property of County
14 without any claim therein of Grantor.

15 **Article II. MISCELLANEOUS**

16 1. It is mutually understood and agreed by and between the Parties hereto
17 that the right of possession and use of the subject property by County, including the
18 right to remove and dispose of improvements, shall commence upon close of escrow.
19 The Purchase Price includes, but is not limited to, full payment for such possession
20 and use.

21 2. This Agreement embodies all of the considerations agreed upon between
22 the County and Grantor. This Agreement was obtained without coercion, promises
23 other than those provided herein, or threats of any kind whatsoever by or to either
24 party.

25 3. The performance of this Agreement constitutes the entire consideration
26 for the acquisition of the Property and shall relieve the County of all further obligations
27 or claims pertaining to the acquisition of the Property or pertaining to the location,
28 grade or construction of the proposed public improvement.



1 4. This Agreement is made solely for the benefit of the Parties to this
2 Agreement and their respective successors and assigns, and no other person or entity
3 may have or acquired any right by virtue of this Agreement.

4 5. This Agreement shall not be changed, modified, or amended except upon
5 the written consent of the Parties hereto.

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

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

17 8. Grantor and its assigns and successors in interest shall be bound by all
18 the terms and conditions contained in this Agreement, and all the Parties thereto shall
19 be jointly and severally liable thereunder.

20
21
22 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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1 . 9. 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 last below written.

6
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: Deanne M Regan

13 Its: SECRETARY/TREASURER

14 By: _____

15 Its: _____

16
17 COUNTY OF RIVERSIDE

18 By: [Signature]

19 John Tavaglione, Chairman
20 Board of Supervisors

18 ATTEST:
19 Kecia Harper-Ihem
20 Clerk of the Board

21 By: [Signature]
22 Deputy

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

26 By: [Signature]
27 Patricia Munroe
28 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

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ASSESSOR'S PARCEL MAP

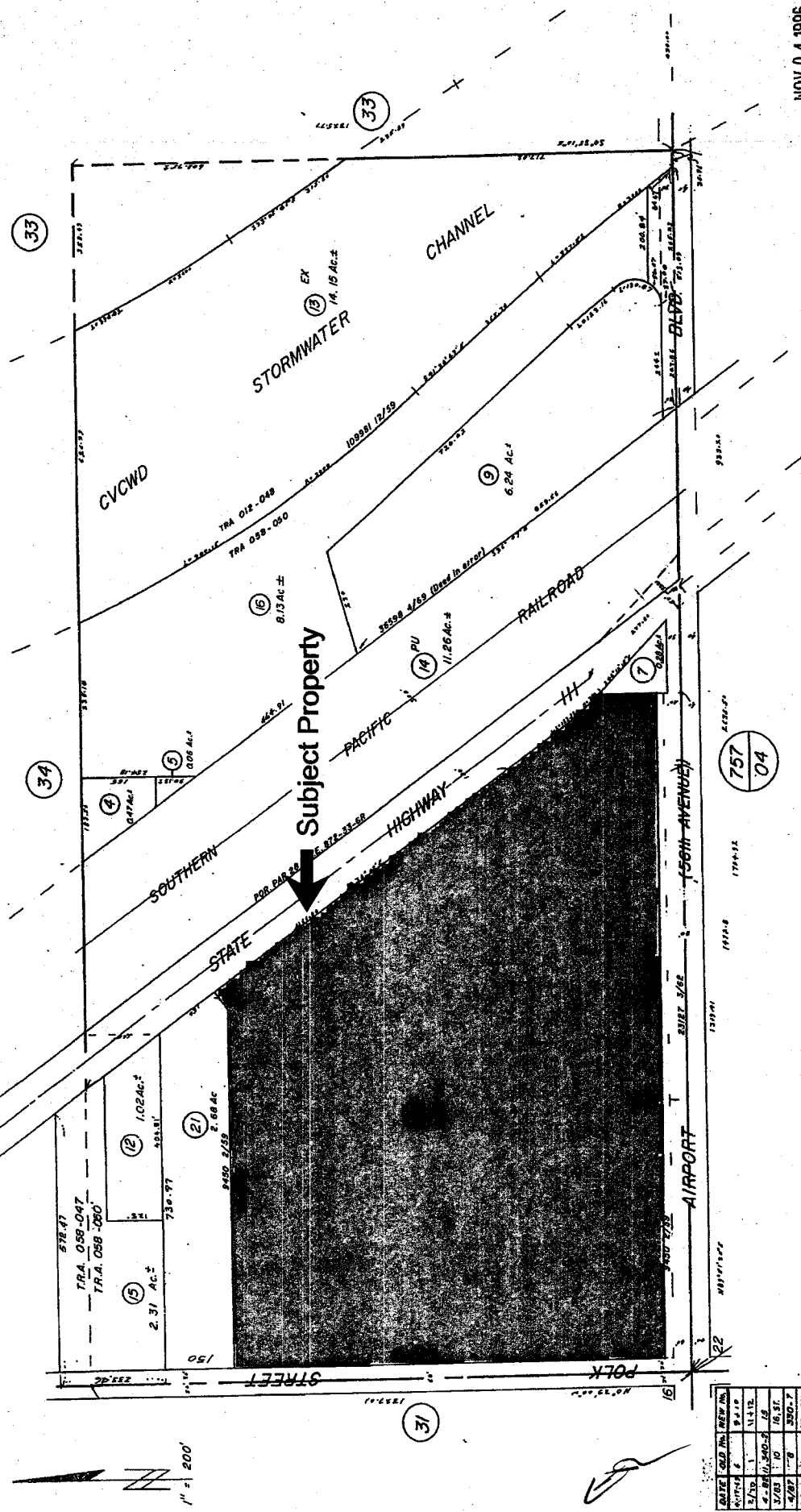
763-35

25-39-1

TRA: 012-048
058-050

S1/2 SW1/4 SEC. 15, T.6S, R.8E

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD TR. NEW TR.	AREA	TYPE
1/1/00	1	1.12	UITE
2/1/00	1	1.12	UITE
4-28-00	2	1.12	UITE
7/23/00	10	16.37	UITE
1/23/00	8	300.7	UITE
2-25-00	17	17.87	UITE
2-25-00	18	18.20	UITE
10-98	19	22	UITE

DATA: R/S 15/19, 15/16, 16/16, 17/18, M.B. 22/20-21
CVCWD R/W, R/W-XI-RIV-187-F, S.B.E. 872-33-6R

60' Pds. par. inst.
32692 4/59

R/S 11/30, M.B. 4/53, 4/69, 4/79, 9/21

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

NOV 04 1996

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 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)

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



PROJECT: AIRPORT BOULEVARD GRADE SEPARATION
PARCEL: 0241-024A
APN: 763-350-022 (PORTION)

Dated: _____

GRANTOR:

THERMAL 27, a California limited partnership

By Diversified Engineering, a California corporation, General Partner

By: _____

Its _____

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

[SEAL]



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: _____

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 (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 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";

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 187.49 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

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;

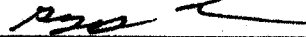
THENCE S 46°01'36" E, A DISTANCE OF 44.90 FEET;

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"

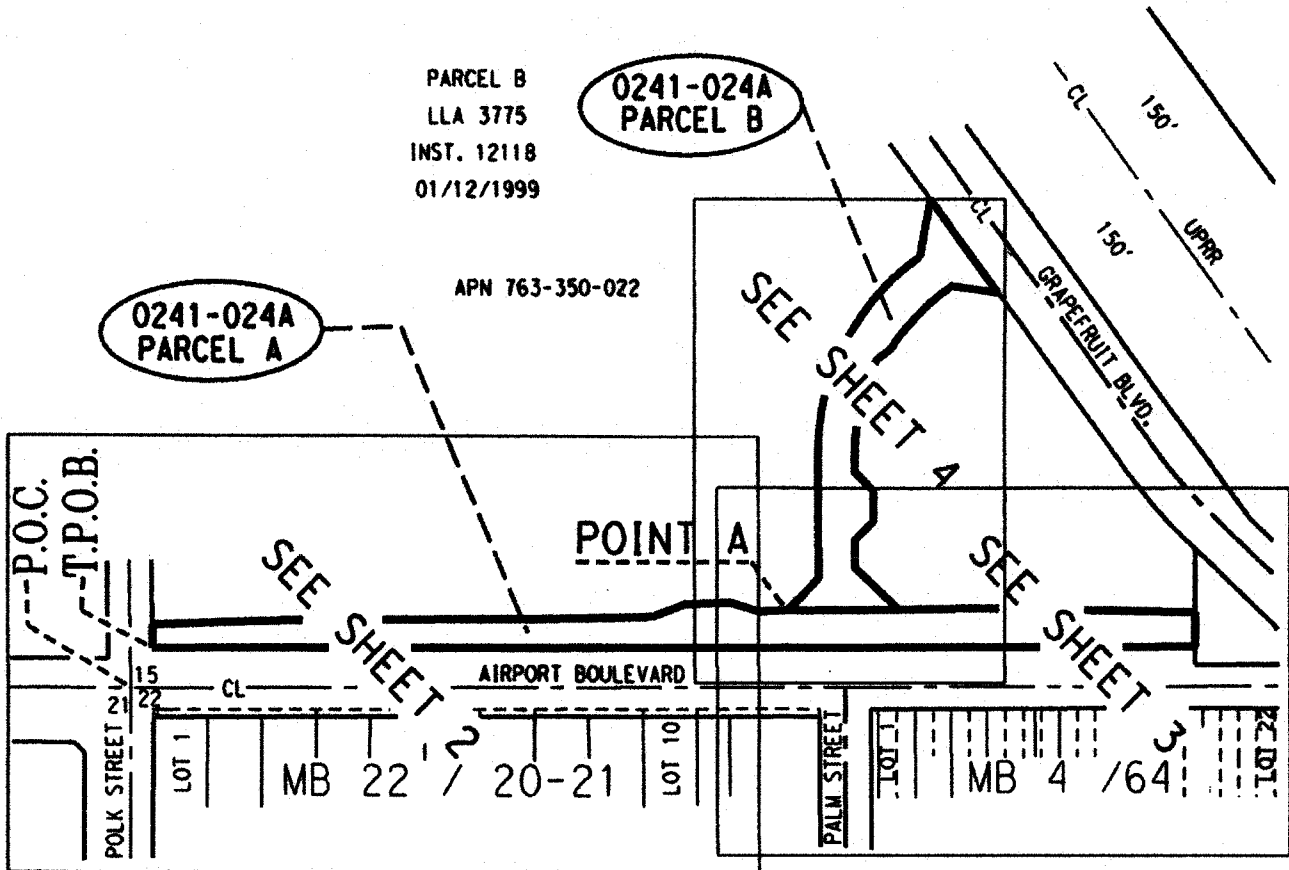
APPROVED BY: 

DATE: 4-19-12



EXHIBIT "B"

INDEX SHEET



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.: 0241-024A
PREPARED BY: D.G.O.
SCALE: N.T.S.
DATE: APRIL, 2012
W.O. NO.: A6-0241

APPROVED BY: *[Signature]* DATE: 4-19-12

SHEET 1 OF 4

[Handwritten mark]

EXHIBIT "B"

SURVEY NOTES



- (1) REC. PER MB 22/21-22 & RS 11/31
- ① 60' R/W PER O.R. BK. 2454 PG. 65 REC'D 04/17/1959
- ② 60' R/W PER MB 4/78 REC'D 10/02/1902
- ③ R/W LOT "B" PER MB 22/20-21
- ④ 70' R/W PER MB 4/78 REC'D 10/02/1902
- ⑤ 10' R/W PER O.R. BK. 1781 PG. 535 REC'D 8/16/1955
- ⑥ 10' R/W PER O.R. BK. 1781 PG. 531 REC'D 08/16/1955
- ⑦ 10' R/W PER O.R. BK. 1781 PG. 533 REC. 08/16/1955
- ⑧ 10' R/W PER O.R. BK. 1779 PG. 265 REC. 08/11/1955
- ⑨ 15' R/W PER INST. #441488 REC. 11/18/1992
- ⑩ 40' R/W PER O.R. BK. 1831 PG. 106 REC. 12/08/1955

CURVE TABLE

- (A) D = 2°28'22"
R = 7053.86'
L = 304.42'
T = 152.24'
- (B) D = 1°52'37"
R = 6945.86'
L = 227.54'
T = 113.78'
- (C) D = 2°31'57"
R = 5036.50'
L = 222.61'
T = 111.32'
- (D) D = 0°18'31"
R = 7038.36'
L = 37.91'
T = 18.96'

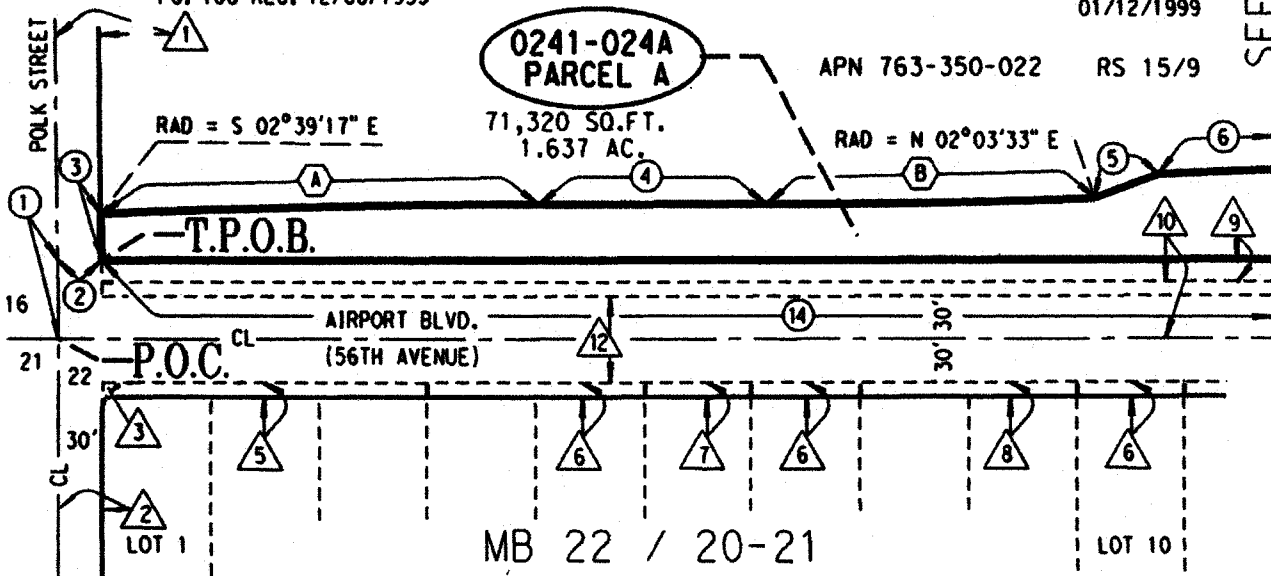
LINE TABLE

- ① N 00°45'20" W 54.70'
- ② N 89°14'40" E 30.00'
- ③ N 00°45'20" W 37.44'
- ④ N 89°49'04" E 159.10'
- ⑤ N 69°02'22" E 46.74'
- ⑥ N 87°19'00" E 62.60'
- ⑦ S 74°30'17" E 37.43'
- ⑧ N 86°38'59" E 40.67'
- ⑨ N 89°50'05" E 148.53'
- ⑩ S 88°01'15" E 19.84'
- ⑪ S 01°03'58" E 6.02'
- ⑫ S 88°45'10" E 141.31'
- ⑬ S 00°00'00" W 46.30'
- ⑭ S 89°49'04" W 1443.49'

SECTION 15
T.6S., R.8E., S.B.M.

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

SEE SHEET 3



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.: 0241-024A
PREPARED BY: D.G.O.
SCALE: N.T.S.
DATE: APRIL, 2012
W.O. NO.: A6-0241
SHEET 2 OF 4

APPROVED BY: *[Signature]* DATE: 4-19-12

[Handwritten mark]

EXHIBIT "B"



SEE SHEET 2 FOR
LINE AND CURVE TABLE

SECTION 15
T.6S., R.8E., S.B.M.

SURVEY NOTES CONTINUED

- 8 10' R/W PER O.R. BK.1779
PG. 265 REC. 08/11/1955
- 9 15' R/W PER INST. #441488
REC. 11/18/1992
- 10 40' R/W PER O.R. BK.1831
PG. 106 REC. 12/08/1955
- 11 10' R/W PER O.R. BK.1790
PG. 588 REC. 09/07/1955
- 12 60' R/W PER MB 4/78
REC. 10/02/1902
- 13 R/W PER CT RELNO. STATE
HWY MB 11/91-100

SEE SHEET 2

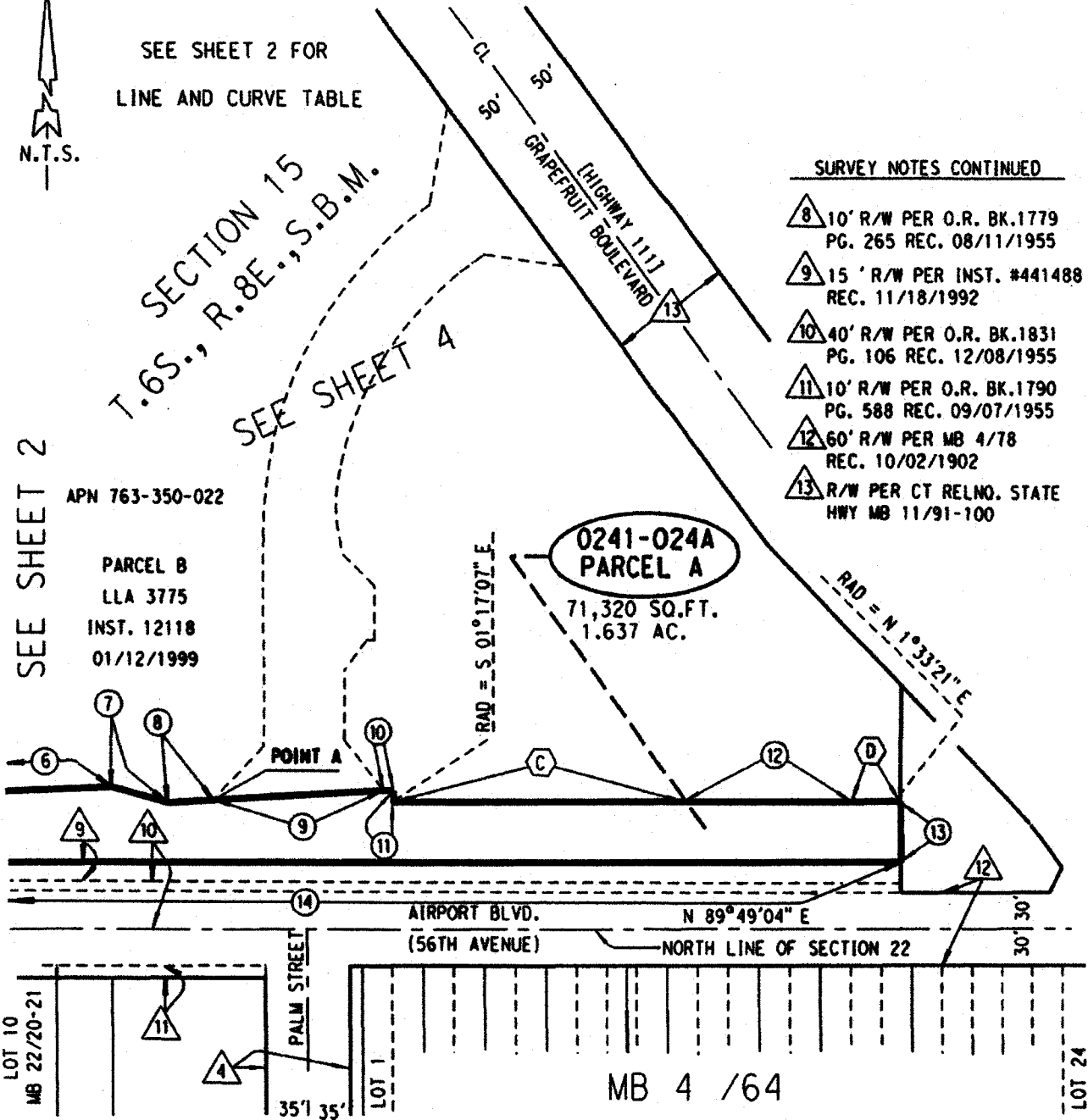
APN 763-350-022

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

SEE SHEET A

0241-024A
PARCEL A

71,320 SQ.FT.
1.637 AC.



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: 4-19-12

PAR. NO.: 0241-024A

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: APRIL, 2012

W.O. NO.: A6-0241

SHEET 3 OF 4

[Handwritten mark]

EXHIBIT "B"

LINE TABLE CONT.

SEE SHEET 2 AND 3 FOR
SURVEY NOTES

N.T.S.

CURVE TABLE CONT.

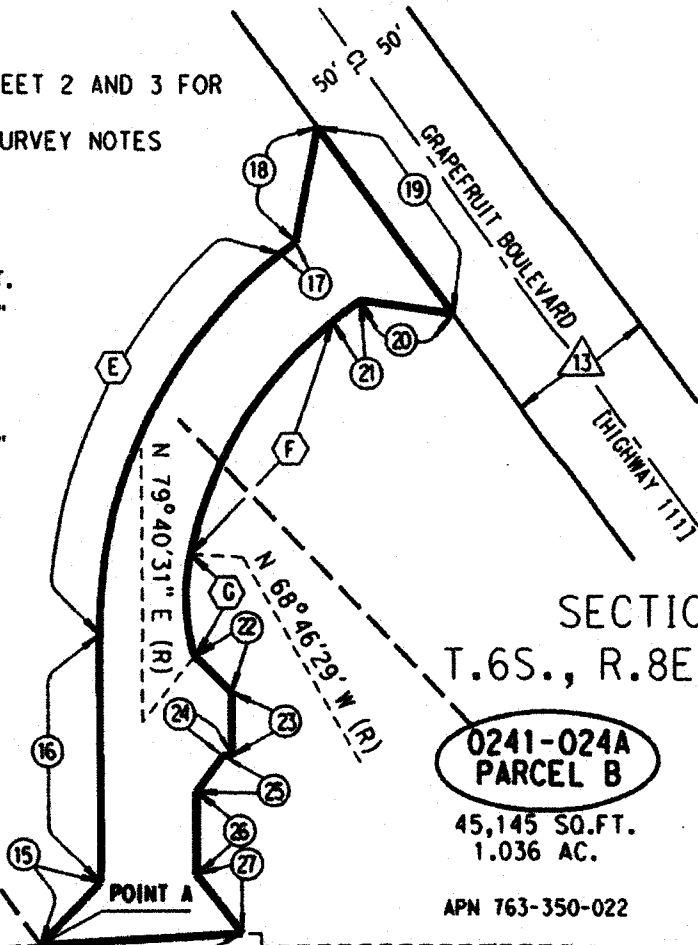
⑥ D = 54°00'38"
R = 344.98'
L = 325.20'
T = 175.82'

⑦ D = 32°36'51"
R = 278.98'
L = 158.81'
T = 81.62'

⑧ D = 31°32'59"
R = 133.00'
L = 73.24'
T = 37.57'

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

SEE SHEET 2
P.O.B.



⑨	N 89°50'05" E	148.53'
⑩	N 43°22'27" E	57.06'
⑪	N 00°10'16" W	167.49'
⑫	N 53°50'22" E	4.18'
⑬	N 09°19'01" E	75.52'
⑭	S 36°09'38" E	149.97'
⑮	N 81°08'44" W	43.85'
⑯	S 53°50'22" W	27.02'
⑰	S 50°33'02" E	36.02'
⑱	S 00°07'34" E	48.48'
⑲	S 89°49'45" W	6.54'
⑳	S 44°48'58" W	31.56'
㉑	S 00°10'16" E	114.49'
㉒	S 46°01'36" E	44.90'

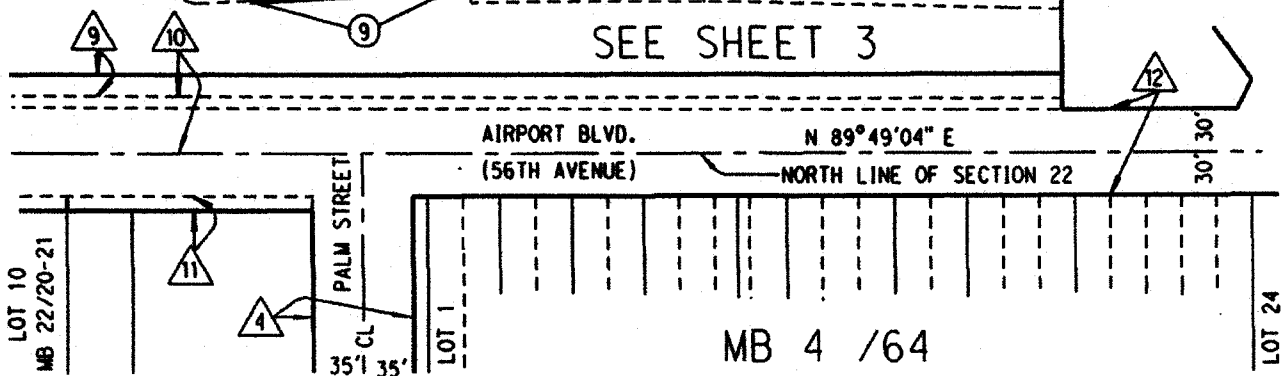
SECTION 15
T.6S., R.8E., S.B.M.

0241-024A
PARCEL B

45,145 SQ.FT.
1.036 AC.

APN 763-350-022

SEE SHEET 3



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY ABE 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.: 0241-024A
PREPARED BY: D.G.O.
SCALE: N.T.S.
DATE: APRIL, 2012
W.O. NO.: A6-0241

APPROVED BY: *[Signature]* DATE: 7-19-12

SHEET 4 OF 4

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)

SV:ra/073112/299TR/15.073

(Space above this line for Recorder's use)

**PROJECT: 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

PROJECT: AIRPORT BOULEVARD GRADE SEPARATION
PARCEL: 0241-024B
APN: 763-350-022 (PORTION)

Dated: _____

GRANTOR:
THERMAL 27, a California limited partnership

By Diversified Engineering, a California corporation, General Partner

By: _____

Its _____

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

[SEAL]

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 interest in real property granted by the easement 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, a political subdivision of the State of California on behalf of the public to access, construct, replace, inspect, maintain, repair, operate or remove the retaining wall located adjacent to the southerly boundary of this easement 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
0241-024B

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;

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: *RSR*

DATE: 4-17-12



[Handwritten mark]

SURVEY NOTES

EXHIBIT "B"

CURVE TABLE



- ① R/W PER MB 4/78
REC. 10/02/1902
- ② 15' R/W PER INST. #441488
REC. 11/18/1992
- ③ 40' R/W PER O.R. BK.1831
PG. 106 REC. 12/08/1955
- ④ R/W PER CT RELNQ.
STATE HWY MB
11/91-100
- () REC. PER MB 4/78

SECTION 15
T.6S., R.8E., S.B.M.

Ⓐ	D = 02°25'48"
	R = 5045.50'
	L = 213.98'
	T = 107.00'
Ⓑ	D = 00°18'24"
	R = 7047.36'
	L = 37.71'
	T = 18.86'

RS 15/9

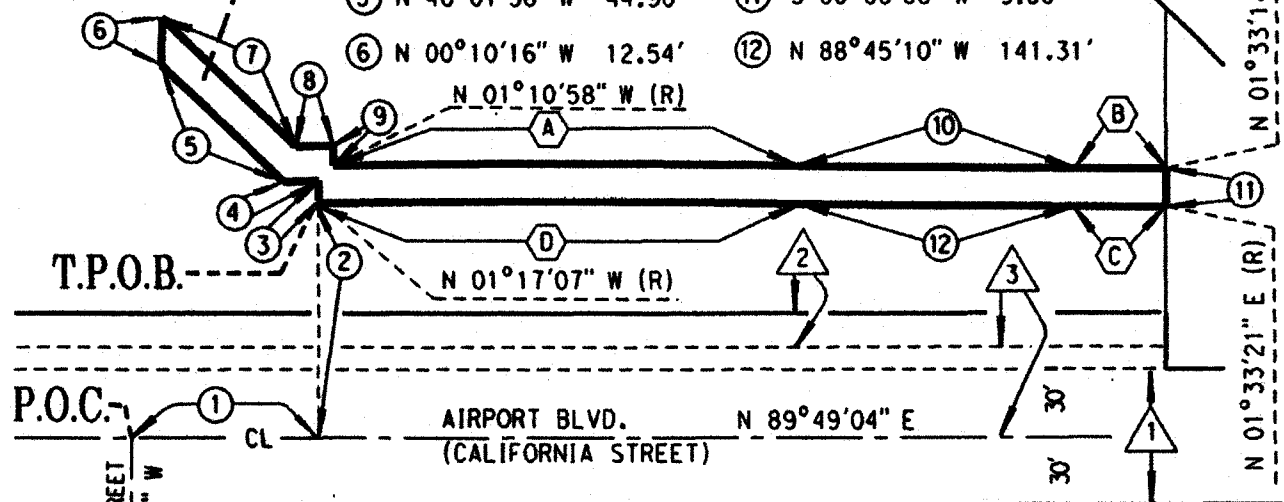
PARCEL B
LLA 3775
INST. 12118
01/12/1999

LINE TABLE

APN 763-350-022

①	N 89°49'04" E	84.16'	⑦	S 46°01'36" E	50.18'
②	N 00°10'56" W	106.50'	⑧	S 88°01'15" E	24.92'
③	N 01°03'58" W	6.02'	⑨	S 01°03'58" E	5.53'
④	N 88°01'15" W	19.84'	⑩	S 88°45'10" E	141.31'
⑤	N 46°01'36" W	44.90'	⑪	S 00°00'00" W	9.00'
⑥	N 00°10'16" W	12.54'	⑫	N 88°45'10" W	141.31'

PARCEL
0241-024B
4,258 SQ.FT.
0.098 AC.



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

MB 4 / 69 MB 4/78

CURVE TABLE

Ⓒ	D = 00°18'31"
	R = 7038.36'
	L = 37.91'
	T = 18.96'
Ⓓ	D = 02°31'57"
	R = 5036.50'
	L = 222.61'
	T = 111.32'



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: 4-17-12

PAR. NO.: 0241-024B

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: APRIL, 2012

W.O. NO.: A6-0241

SHEET 1 OF 1

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

ATTACHMENT "4"

MAP, PLANS, AND SUPPORTING DOCUMENTS

1
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Exhibit 4-1: Parking Lot area

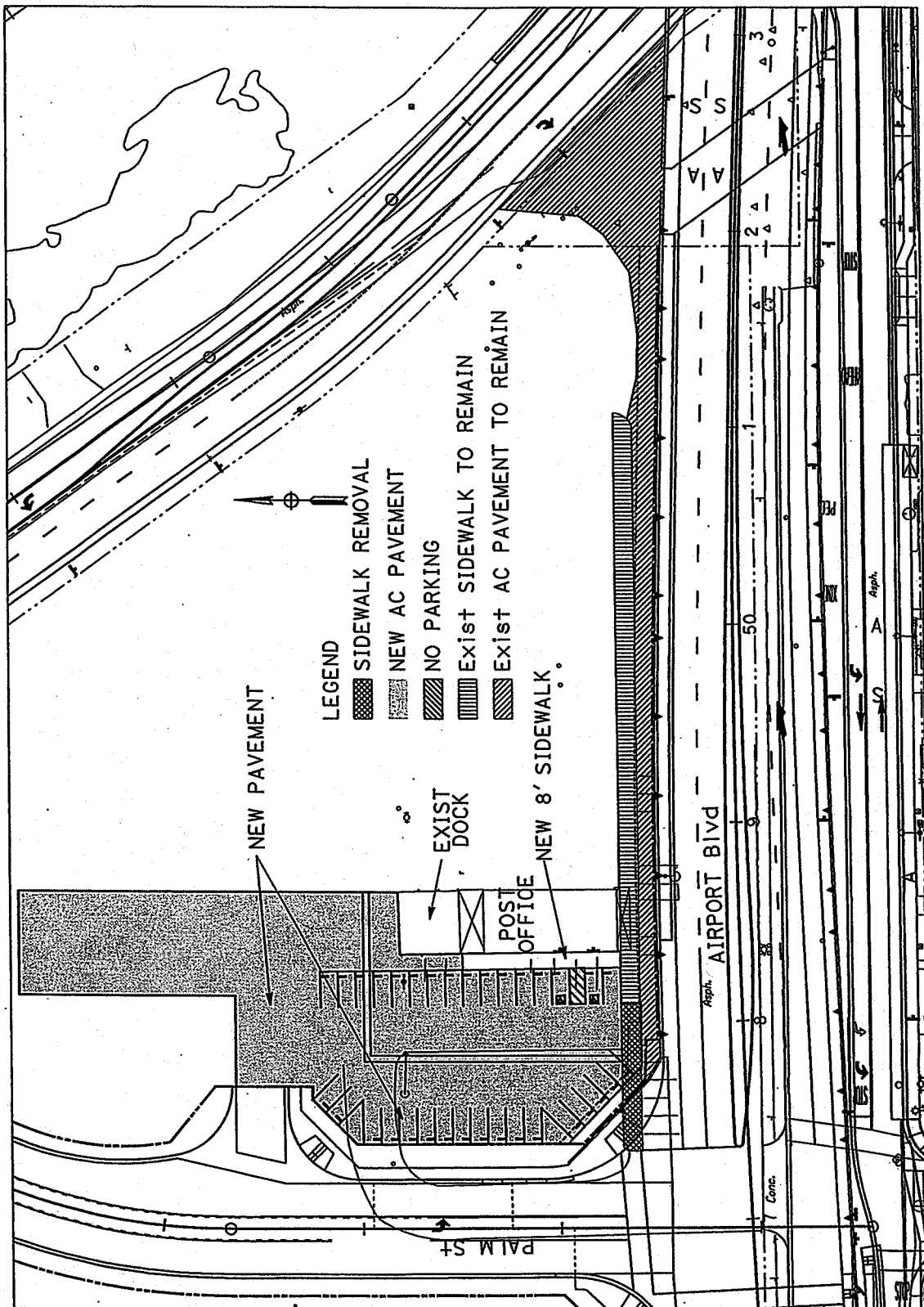
Exhibit 4-2: North Palm Street Extension (including through lane from Airport Boulevard to Highway 111 (Grapefruit Boulevard))

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

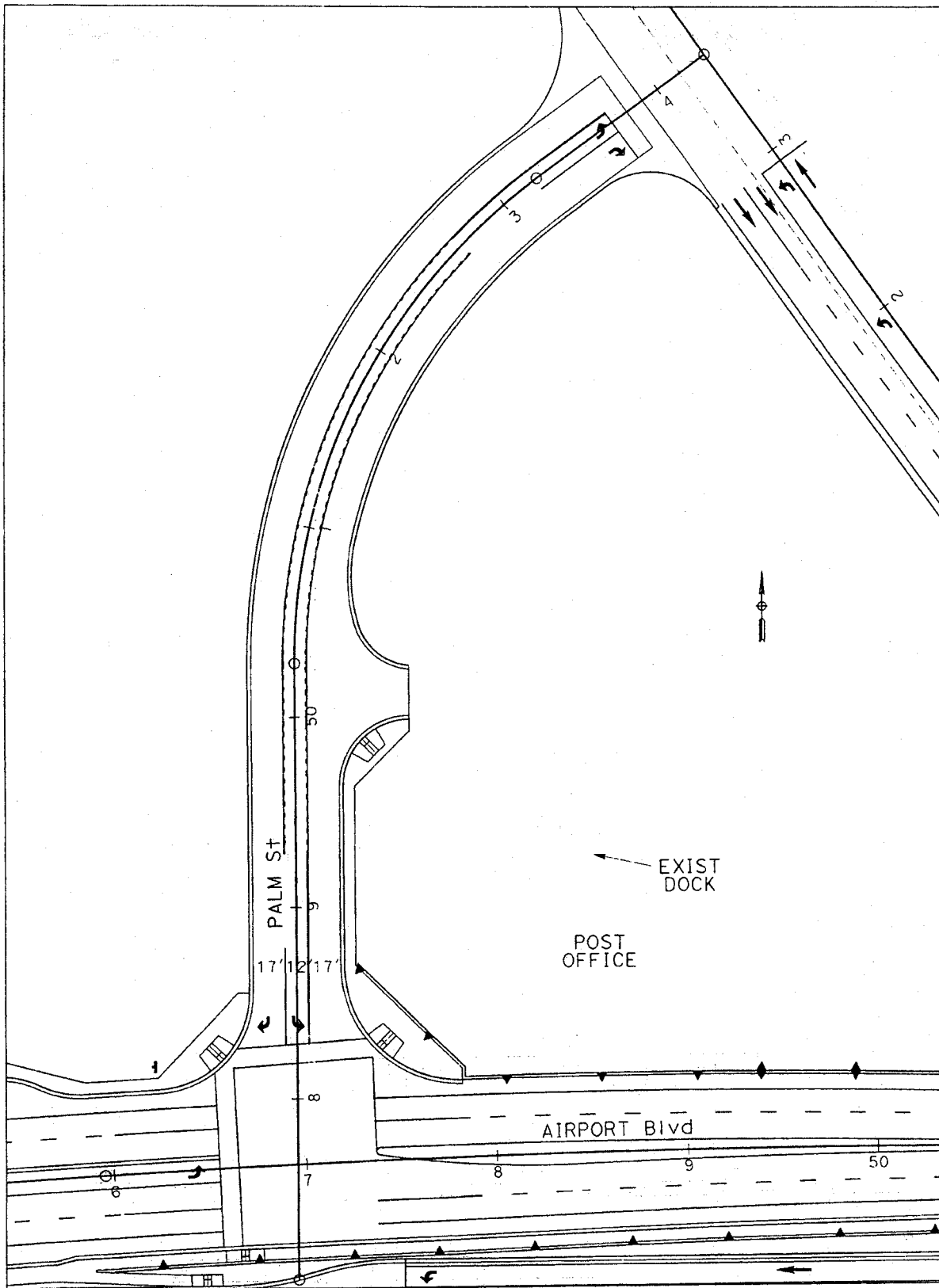
Exhibit 4-4: Bid for Grantor CTC Item B



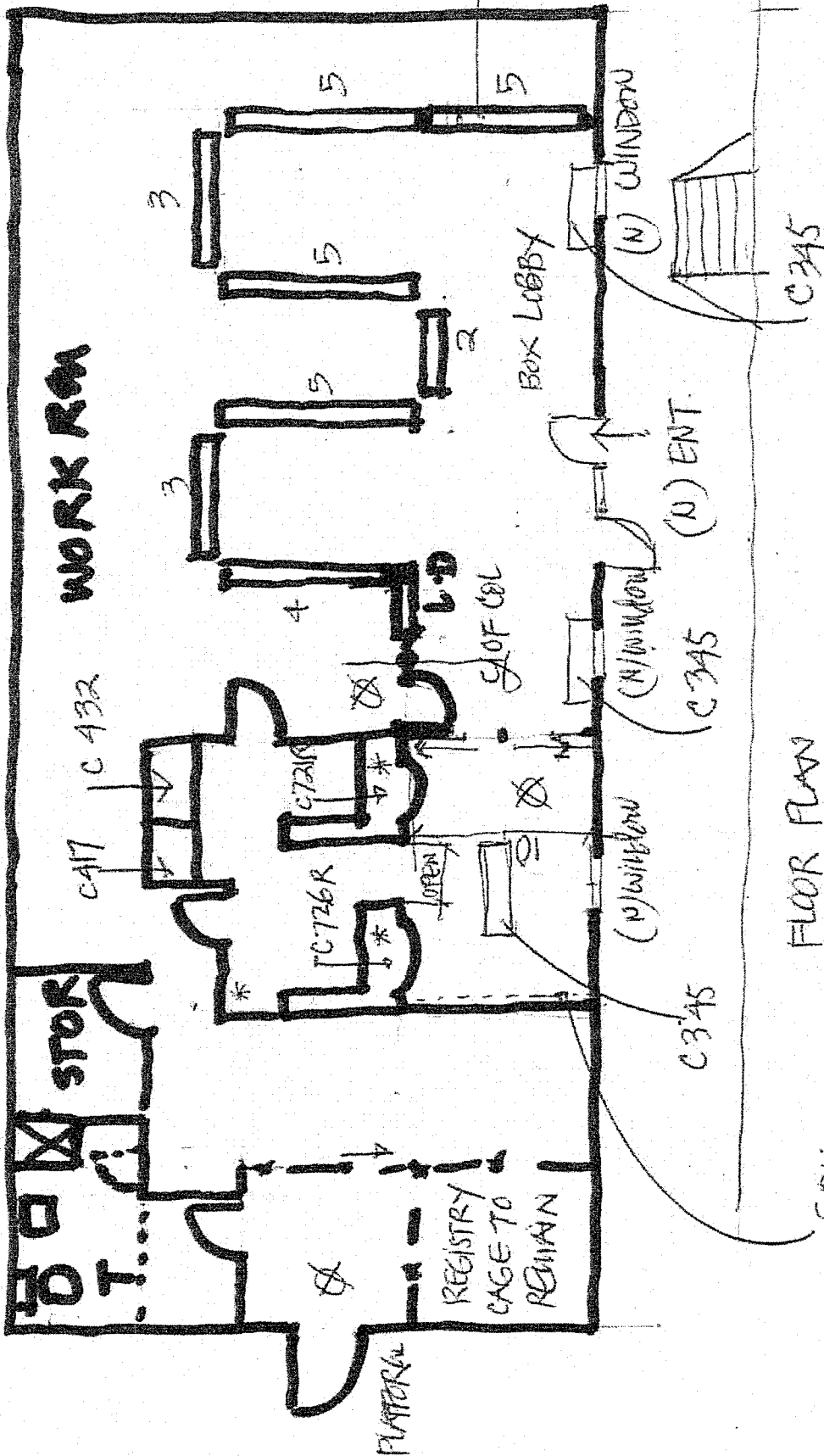
EXHIBIT 4-1



52



4 SECTIONS OF PARCEL LOCKERS BY CONTRACTOR



FLOOR PLAN

C216 - SLAT WALL 1/8" = 1'-0"

THERMAL, M.O

* CAMERA
⊗ IDS

**Schedule of Values
Airport Boulevard Grade Separation Project**Facility: USPS Thermal, California
Contractor: Keith KC Lee, Inc.
Date: 03/29/12

Item	Description of Work	Scheduled Value						%
	A E Services	\$ 12,000						
	Demolition	\$ 15,500						
	Structural Steel	\$ 4,600						
	Rough Carpentry	\$ 17,500						
	Glazing	\$ 11,800						
	Flooring VCT	\$ 7,600						
	Drywall	\$ 10,700						
	Painting	\$ 8,500						
	Exterior Signage	\$ 5,000						
	Interior Signage	\$ 2,500						
	Casework	\$ 27,600						
	HVAC Test & Balance	\$ 3,800						
	Electrical	\$ 9,000						
	Lighting	\$ 9,500						
Total		\$ 145,600						
	Options							
	ADA Bath	6,000.00						
	CCTV	6,000.00						
	Alarm	2,000.00						

