

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



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
November 8, 2012

SUBJECT: Right of Way Acquisition Agreement and Settlement Agreements 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 0241-028A and 0241-028B, both within Assessor's Parcel Number 757-044-006;
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:	\$ 930,779	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 Buster, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 20, 2012
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 3.5 of 2/1/11; 4.1 of 2/1/11 **District:** 4/4 **Agenda Number:** 3.17

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 11/7/12
SAMUEL WONG

Dept Recomm.: Consent Consent
Per Exec. Ofc.: Policy Policy

Departmental Circulation
10/9/12

RECOMMENDED MOTION: (Continued)

3. Approve the attached Settlement Agreements between the County and Ayala Towing Service/Auto Repair, Coachella Tire Shop, and Adrian's Cabinet Shop for fixtures and equipment items, all commercial businesses located on a portion of Assessor's Parcel Number 757-044-006 and authorize the Chairman of the Board to execute these agreements on behalf of the County;
4. Authorize and allocate the sum of \$650,000 to acquire Grantor Parcels 0241-028A and 0241-028B and \$79,600 to pay all related transaction costs;
5. Authorize and allocate the sum of \$201,179 to acquire fixture and equipment items for the following commercial businesses: Ayala Towing Service/Auto Repair, Artte Garden Care, Coachella Tire Shop, and Adrian's Cabinet Shop; and
6. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction.

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 757-044-006 from Luis and Yolanda Ayala and Arnulfo and Teresa Rodriguez (Grantor) for the price of \$650,000. There are costs of \$79,600 associated with this transaction. Grantor will execute a Grant Deed in favor of the County of Riverside for Assessor's Parcel Number 757-044-006 referenced as Parcels 0241-028A and 0241-028B.

(Continued)

BACKGROUND: (Continued)

In addition, EDA/FM has negotiated acquisition of improvements (fixtures and equipment) with the commercial businesses located on Assessor's Parcel Number 757-044-006 as follows: Ayala's Auto Repair and Towing for the price of \$151,851, Coachella Tire Shop for the price of \$32,940, and Adrian's Cabinet Shop for the price of \$16,388. There are no costs associated with these transactions.

EDA/FM and Transportation Department will bring forth the Adoption of the Relocation Plan for the Airport Boulevard Grade Separation Project for the relocation of the two single-family residences and four commercial businesses under a separate submittal.

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

FINANCIAL DATA:

The following summarizes the funding necessary for the full acquisition of Assessor's Parcel Number 757-044-006:

Right of Way Acquisition	\$650,000
Estimated Title and Escrow Charges	\$ 8,500
Settlement Agreement - Ayala's Auto Repair/Towing Service	\$151,851
Settlement Agreement - Coachella Tire Shop	\$ 32,940
Settlement Agreement - Adrian's Cabinet Shop	\$ 16,388
Preliminary Title Report	\$ 400
County Real Property Appraisal Report:	\$ 5,700
County Fixtures and Equipment Appraisal:	\$ 5,000
EDA/FM Real Property Staff Time	\$ 60,000
Total Estimated Acquisition Costs	\$930,779

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisals) 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
- Settlement Agreement - Ayala's Auto Repair/Towing Service
- Settlement Agreement - Coachella Tire Shop
- Settlement Agreement - Adrian's Cabinet Shop

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION PROJECT

3 PARCEL: 0241-028

4 APN: 757-044-006
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 LUIS MANUEL AYALA and YOLANDA L. AYALA, husband and wife
10 and ARNULFO RODRIGUEZ and TERESA RODRIGUEZ, husband and wife, all as
11 joint tenants, ("Grantor"). County and Grantor are sometimes collectively referred to as
12 "Parties."

13 **RECITALS**

14 WHEREAS, County is currently working on a grade separation project located at
15 the at-grade crossing of Airport Boulevard and the Union Pacific Railroad tracks by
16 raising the roadway over the railroad and constructing an overcrossing structure that
17 will span the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard
18 ("Project"); and

19 WHEREAS, Grantor owns that certain real property located at 87425 Airport
20 Boulevard in the unincorporated community of Thermal, County of Riverside, State of
21 California, as referenced on the Plat Map identified as Attachment "1," attached hereto
22 and made a part hereof. The real property is improved with mixture of uses including 2
23 single-family residences, service commercial, and light industrial buildings on 37,855
24 (gross) square feet and is also known as Assessor's Parcel Number: 757-044-006
25 ("Property"); and

26 WHEREAS, Grantor desires to sell to the County and the County desire to
27 purchase the fee simple interest in the Property ("ROW"), for the purpose of
28 constructing the Airport Boulevard Grade Separation Project ("Project") as follows: a

1 Grant Deed in favor of County referenced as Parcel 0241-028 and described on
2 Attachment "2" attached hereto and made a part hereof; pursuant to the terms and
3 conditions set forth herein; and

4 WHEREAS, Luis Manuel Ayala and Yolanda L. Ayala (Ayala) own and operate
5 Ayala's Auto Repair on the Property and concurrently with the Right-of-Way Acquisition
6 Agreement, the County will be entering into an Agreement for Acquisition of
7 Improvements with Ayala whereby the County will be tendering the consideration
8 amount for fixtures and equipment and loss of business goodwill; and

9 WHEREAS, Arnulfo Rodriguez and Teresa Rodriguez (Rodriguez) own and
10 operate Arte's Garden Care on the Property and concurrently with the Right-of-Way
11 Acquisition Agreement, the County will be entering into an Agreement for Acquisition of
12 Improvements with Rodriguez whereby the County will be tendering the consideration
13 amount for fixtures and equipment and loss of business goodwill; and

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

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

19
20 **ARTICLE 1. AGREEMENT**

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

23 2. Consideration. For good and valuable consideration, Grantor agrees to
24 sell and convey to the County, and the County agrees to purchase from Grantor all of
25 the Right-of-Way Property described herein, under the terms and conditions set forth in
26 this Agreement. The full consideration for the Right-of-Way Property consists of the
27 purchase price amount for the real property interests to be acquired by the County
28 ("Purchase Price") without distinction or separation for various interests that may be

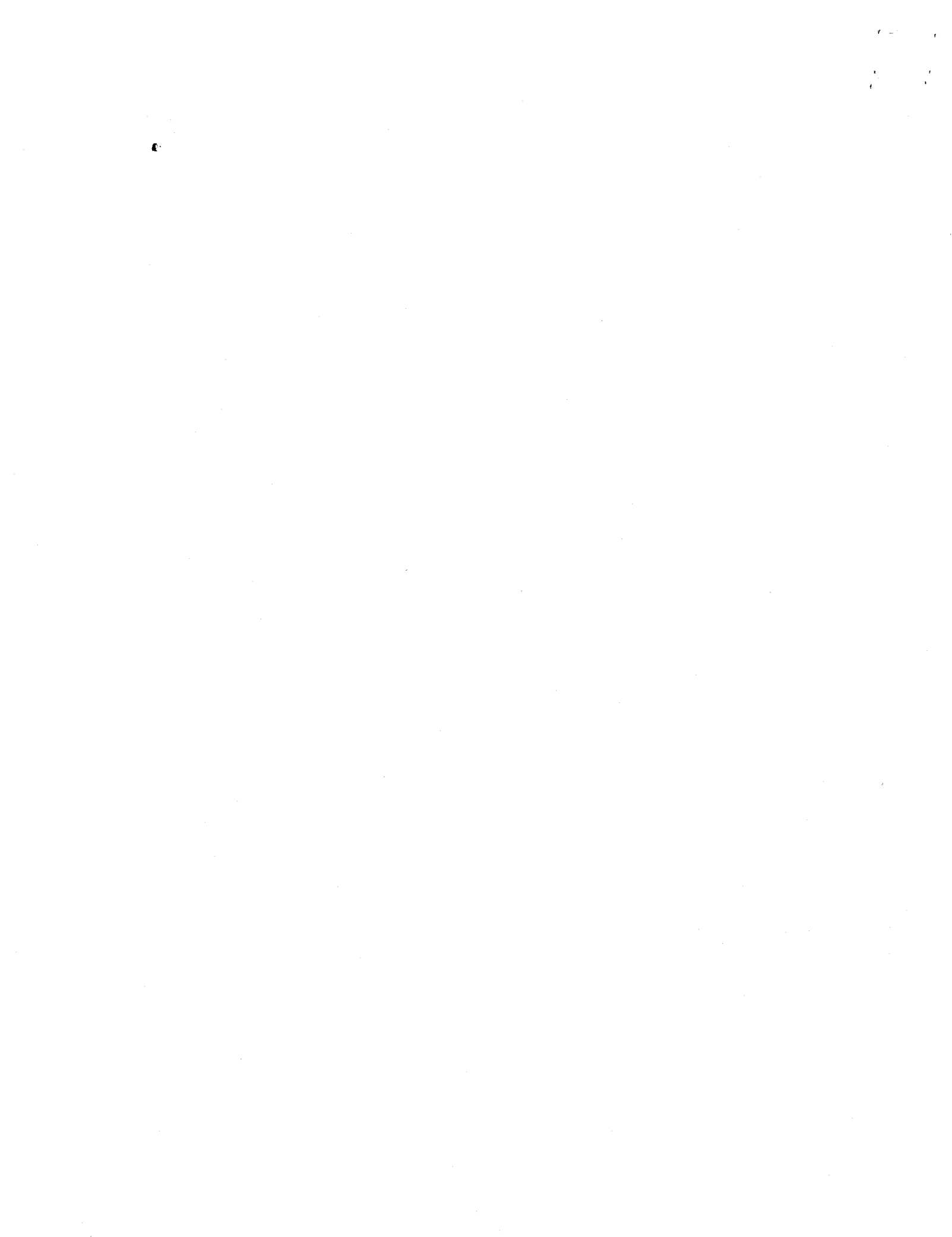
1 held in the Property. The Purchase Price in the amount of Six Hundred Fifty Thousand
2 Dollars (\$650,000) is to be distributed to Grantor in accordance with this Agreement.
3 Grantor will be responsible for any apportionment or allocation of the Purchase Price if
4 required for any separately held interests that may exist.

5 3. Relocation Assistance and Benefits

6 A. The Parties acknowledge that County has provided to Grantor
7 information regarding Grantor's right to relocation assistance and benefits under the
8 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (42
9 CFR 4601 et seq.) ("Uniform Act"), if applicable, or under Title I, Division 7, Chapter 1
10 of the Government Code of the State of California (Section 7260 et seq.) ("California
11 Relocation Law"). The Parties further acknowledge that Grantor is a displaced person
12 under the Uniform Act and California Relocation Law because Grantor will have to
13 move from the Property as a direct result of the County's acquisition of the Property for
14 the proposed Project. Payments for relocation assistance are not included in the
15 Purchase Price. The County will pay any relocation assistance obligations to Grantor
16 outside of this Escrow.

17 4. County Responsibilities.

18 A. Upon the mutual execution of this Agreement, County will open
19 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
20 Escrow Holder's request the Parties shall execute such additional Escrow instructions
21 as are reasonably required to consummate the transaction contemplated by this
22 Agreement and are not inconsistent with this Agreement. In the event of any conflict
23 between the terms of this Agreement and any additional Escrow instructions, the terms
24 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
25 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
26 approved by County with interest accruing for the benefit of County. The Escrow
27 Account shall remain open until all charges due and payable have been paid and
28 settled; any remaining funds shall be refunded to the County.



1 B. Upon the opening of Escrow, the County shall deposit the
2 Consideration as follows:

3 i. Purchase Price. Deposit into Escrow the Purchase Price in
4 the amount of Six Hundred Fifty Thousand Dollars (\$650,000) (the "Deposit").

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

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

12 ii. County will deposit all other such documents consistent with
13 this Agreement as are reasonably required by Escrow Holder or otherwise to close
14 Escrow.

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

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

21 a. The one (1) Grant Deed executed, acknowledged and
22 delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder,
23 substantially in the form attached hereto as Attachment "3," (Grant Deed) granting the
24 Property, subject to the following:

25 1. Free and clear of all liens, encumbrances,
26 easements, leases (recorded or unrecorded), and taxes except those encumbrances
27 and easements which, in the sole discretion of the County, are acceptable, except:
28

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

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

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

9 5. Any other taxes owed whether current or
10 delinquent are to be made current .

11 E. At closing or Close of Escrow, County is authorized to deduct and
12 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
13 real property taxes, bonds, and assessments in the following manner:

14 a. All real property taxes shall be prorated, paid, and canceled
15 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

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

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

22 5. Grantor Responsibilities.

23 A. Execute and acknowledge a Grant Deed in favor of the County
24 dated _____ identified as Parcel Number 0241-028 and deliver deed to Yolanda
25 King, Real Property Agent for the County or to the Escrow Holder.

26 B. Grantor shall indemnify, defend, protect, and hold the County of
27 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
28 Supervisors, elected and appointed officials, employees, agents, representatives,

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

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

25 D. Grantor acknowledges that any and all monies payable under this
26 Agreement, up to and including the total amount of unpaid principal and interest on the
27 note secured by Deed of Trust recorded May 22, 1996 as Instrument No. 189666
28 Official Records of Riverside County, shall, upon demand, be made payable to the

1 beneficiary entitled thereunder; said beneficiary to provide a full reconveyance as
2 Assessor's Parcel Number 757-044-006, and to furnish Grantor with good and
3 sufficient receipt showing said moneys credited against the indebtedness secured by
4 said Deed of Trust.

5 E. Grantor hereby authorizes and directs the disbursement of funds
6 which are demanded under the terms of said Deed of Trust.

7 **Article II. MISCELLANEOUS**

8 1. It is mutually understood and agreed by and between the Parties hereto
9 that the right of possession and use of the subject property by County, including the
10 right to remove and dispose of improvements, shall commence upon the execution of
11 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
12 payment for such possession and use.

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

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

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

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

26 6. This Agreement is the result of negotiations between the Parties and is
27 intended by the Parties to be a final expression of their understanding with respect to
28 the matters herein contained. This Agreement supersedes any and all other prior

1 agreements and understandings, oral or written, in connection therewith. No provision
2 contained herein shall be construed against the County solely because it prepared this
3 Agreement in its executed form.

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

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

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

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16 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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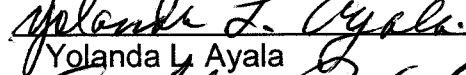
1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 last below written.

3 Dated: _____

4 GRANTOR:

5 LUIS MANUEL AYALA and YOLANDA
6 L. AYALA, husband and wife and
7 ARNULFO RODRIGUEZ and TERESA
8 RODRIGUEZ, husband and wife, all as
9 joint tenants

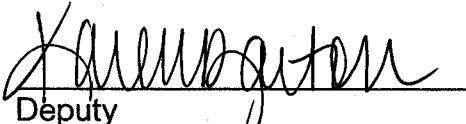
10 By: 
Luis Manuel Ayala

11 By: 
Yolanda L. Ayala

12 By: 
Arnulfo Rodriguez

13 By: 
Teresa Rodriguez

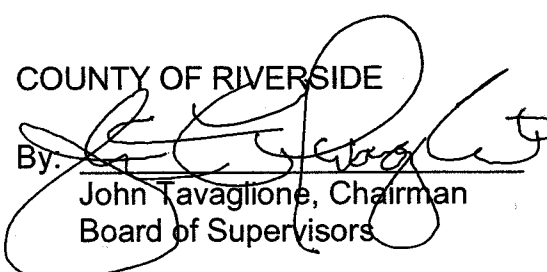
14
15
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17
18 ATTEST:
19 Kecia Harper-Ihem
Clerk of the Board

20 By: 
21 Deputy

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

25 By: 
26 Patricia Munroe
27 Deputy County Counsel

18 COUNTY OF RIVERSIDE

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

28 SV:\sl\090612\299TR\15.111 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.111.doc

ATTACHMENT "1"
Assessor's Plat Map

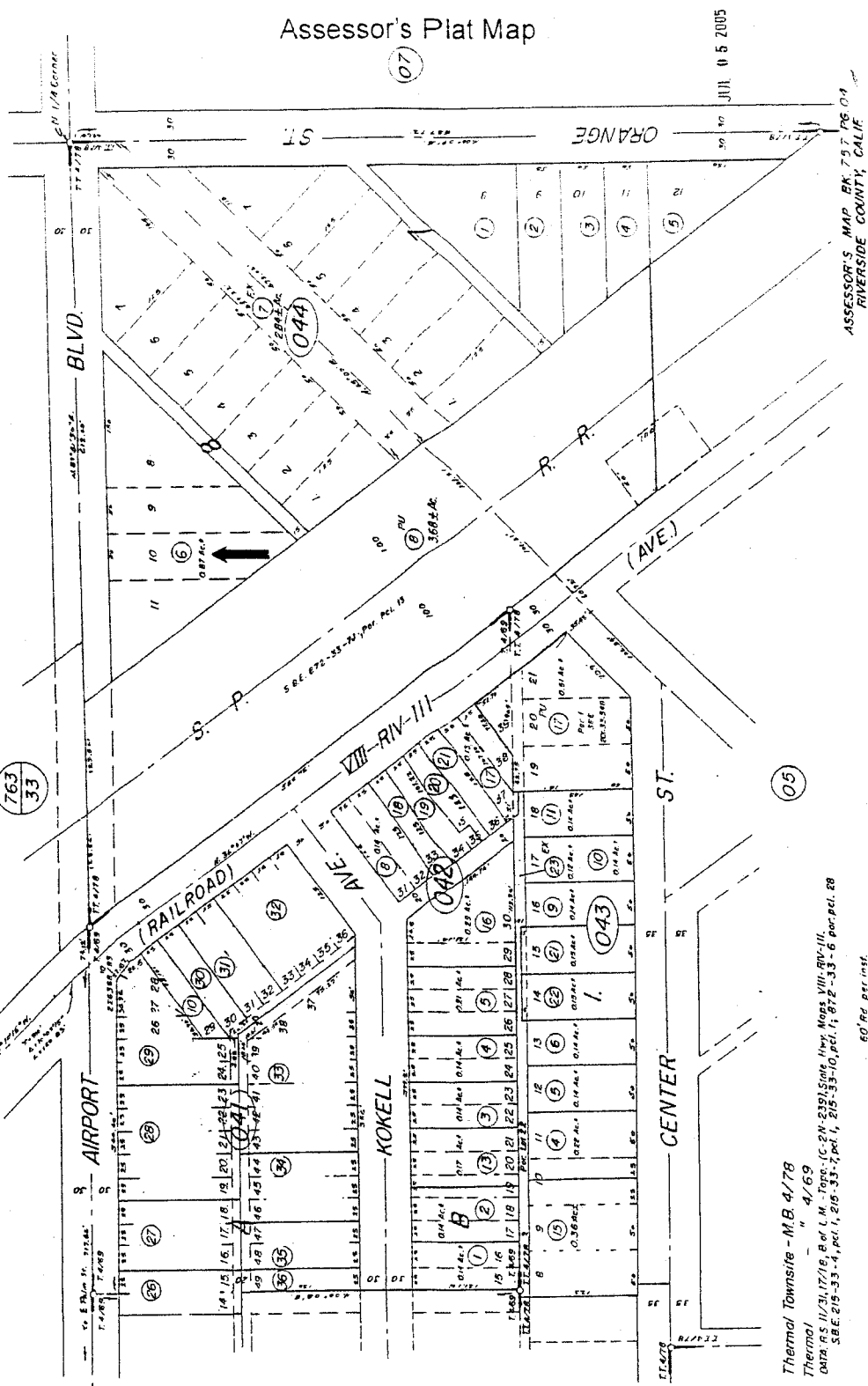
THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

JUN 02 2005

POR., NE 4, NW 4, SEC. 22, T. 6 S., R. 8 E.

T. C. A. 5850

25-41
757-04



JUL 05 2005

ASSESSOR'S MAP BK. 757 PG. 04
RIVERSIDE COUNTY, CALIF.

60' R.R. R.I. INF.
32692 4/59

Thermal Townsite - M.B. 4/78
Thermal " " 4/69
DATA: S.S. 11/21/16, B of L.M. - Topo. (C-2N-23N) Same Hwy VIII-RV-III.
S.S. 215-33-4, p.c. 1, 215-33-10, p.c. 1, 872-33-6 p.c. p.c. 28

FEBRUARY 1967

DATE	OLD NO.	NEW NO.
1-1-08	0424	18-21

02

DATE	OLD NO.	NEW NO.
9/83	043-12	20
1/88	043-16	21, 22
12/09	043-19	23
12/09	043-20	26
1/10	043-21	27
1/10	043-22	28
1/10	043-23	29
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1/10	043-52	58
1/10	043-53	59
1/10	043-54	60

ATTACHMENT "2"

Parcel No. 0241-028

Legal Description and Plat Map

BEING A PORTION OF LOTS 8 THROUGH 11, INCLUSIVE, TOGETHER WITH, THAT PORTION OF A 15.00 FOOT STRIP OF LAND ADJACENT TO LOTS 8 THROUGH 10 INCLUSIVE, OF BLOCK 8 OF THE MAP OF THERMAL TOWNSITE ON FILE IN BOOK 4, PAGE 78 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.

PARCEL A

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 22, BEING INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD FORMALLY (CALIFORNIA STREET), (30.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF ORANGE STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID MAP OF THERMAL TOWNSITE;

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 218.05 FEET;

THENCE S 00°10'56" E, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, SAID POINT BEING THE CENTERLINE OF SAID 15.00 FOOT STRIP AND THE **TRUE POINT OF BEGINNING**;

THENCE S 44°56'21" W ALONG THE SAID CENTERLINE, A DISTANCE OF 49.84 FEET TO A POINT, HEREAFTER KNOWN AS **POINT A**;

THENCE S 82°56'00" W, A DISTANCE OF 288.78 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE N 36°09'38" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 86.23 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD;

THENCE N 89°49'04" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 372.67 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 17,434 SQUARE FEET, OR 0.400 ACRES, MORE OR LESS.

PARCEL B

BEGINNING AT THE AFOREMENTIONED **POINT A**;

THENCE S 44°56'21" W ALONG THE CENTERLINE OF SAID 15.00 FOOT STRIP, A DISTANCE OF 255.42 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINES OF SAID LOTS 10 AND 11;

THENCE N 36°09'38" W ALONG SAID PROLONGATION AND SOUTHWESTERLY LINES OF LOTS 10 AND 11, A DISTANCE OF 179.93 FEET;

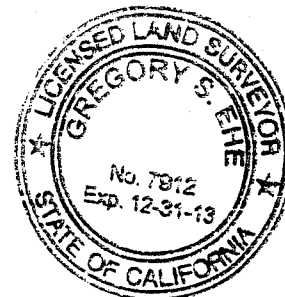
THENCE N 82°56'00" E, A DISTANCE OF 288.78 FEET TO A POINT ON THE CENTERLINE OF SAID 15.00 FOOT STRIP, SAID POINT BEING THE TRUE POINT OF BEGINNING.

CONTAINING 22,702 SQUARE FEET, OR 0.521 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

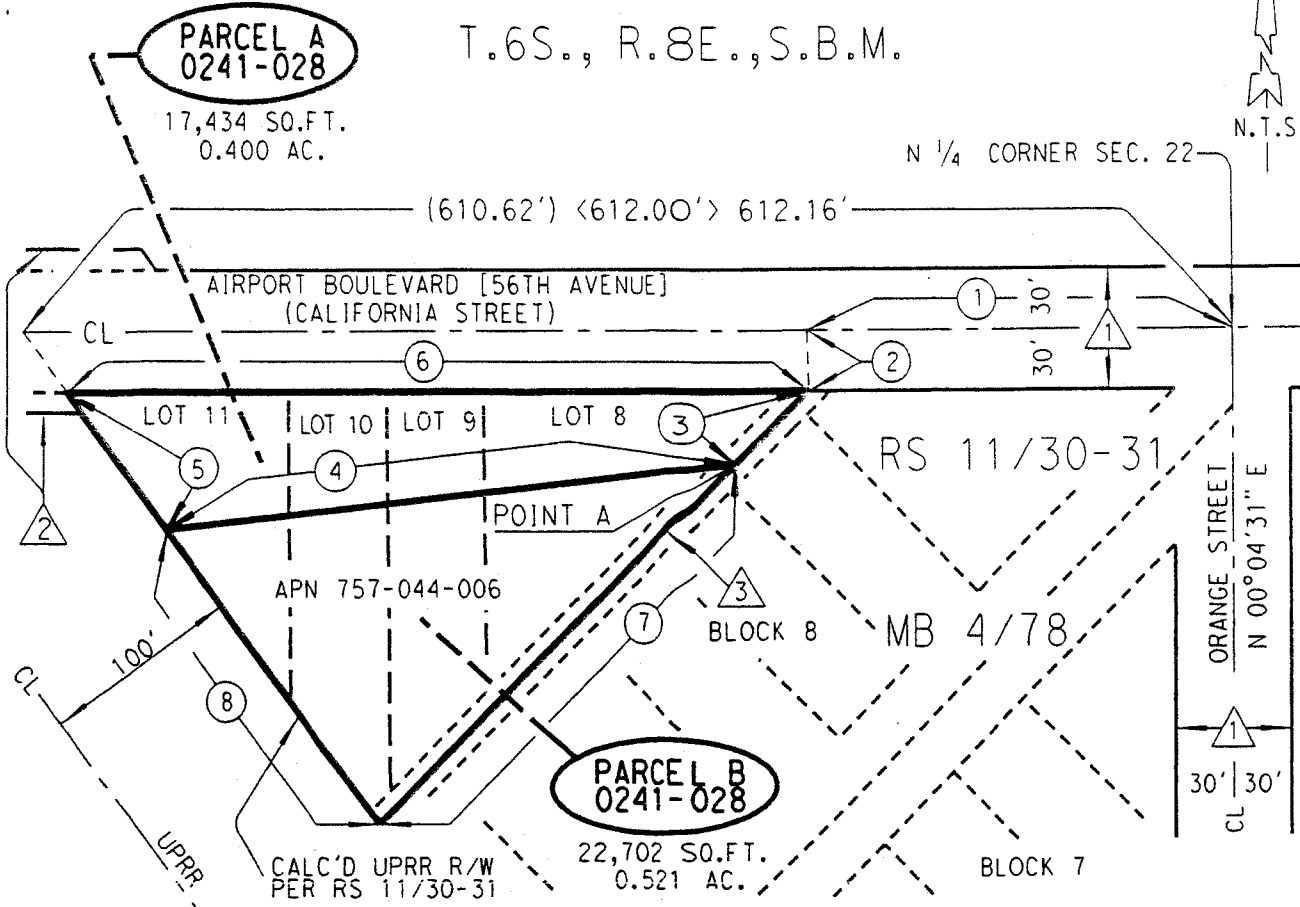
APPROVED BY: *[Signature]*

DATE: 2-14-12



SECTION 15

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



LINE TABLE

①	S 89°49'04" W	218.05'
②	S 00°10'56" E	30.00'
③	S 44°56'21" W	49.84
④	S 82°56'00" W	288.78'
⑤	N 36°09'38" W	86.23'
⑥	N 89°49'04" E	372.67'
⑦	S 44°56'21" W	255.42'
⑧	N 36°09'38" W	179.93'

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

SURVEY NOTES

- () INDICATES REC. DATA PER MB 4/78
- < > INDICATES REC. DATA PER RS 11/30-31

SURVEY NOTES

- ① 60' R/W PER MB 4/78 REC. 10/02/1902
- ② 80' R/W REC'D 2/06/1956 BK 1890, PG 462-468
- ③ CL 15' R/W DEDICATED, NOT ACCEPTED PER MB 4/78

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: 2-14-12

PAR. NO.: 0241-028

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: FEBRUARY, 2012

W.O. NO.: A6-0241

SHEET 1 OF 1

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/15.112

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

PROJECT: AIRPORT BOULEVARD
GRADE SEPARATION
PROJECT
PARCEL: 0241-028
APN: 757-044-006

GRANT DEED

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

LUIS MANUEL AYALA and YOLANDA L. AYALA, husband and wife and ARNULFO RODRIGUEZ and TERESA RODRIGUEZ, husband and wife, all as joint tenants

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:

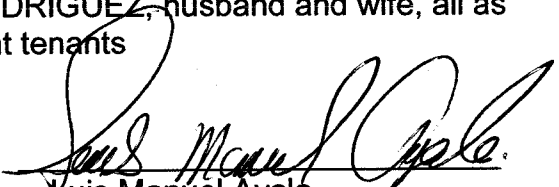
See Exhibits "A" and "B" attached hereto
and made a part hereof


PROJECT: AIRPORT BOULEVARD GRADE SEPARATION PROJECT
PARCEL: 0241-028
APN: 757-044-006

Dated: _____

GRANTOR:

LUIS MANUEL AYALA and YOLANDA L. AYALA, husband and wife and ARNULFO RODRIGUEZ and TERESA RODRIGUEZ, husband and wife, all as joint tenants

By: 
Luis Manuel Ayala

By: 
Yolanda L. Ayala

By: 
Arnulfo Rodriguez

By: 
Teresa Rodriguez

EXHIBIT "A"
LEGAL DESCRIPTION
0241-028

BEING A PORTION OF LOTS 8 THROUGH 11, INCLUSIVE, TOGETHER WITH, THAT PORTION OF A 15.00 FOOT STRIP OF LAND ADJACENT TO LOTS 8 THROUGH 10 INCLUSIVE, OF BLOCK 8 OF THE MAP OF THERMAL TOWNSITE ON FILE IN BOOK 4, PAGE 78 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN.

PARCEL A

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 22, BEING INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD FORMALLY (CALIFORNIA STREET), (30.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF ORANGE STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID MAP OF THERMAL TOWNSITE;

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 218.05 FEET;

THENCE S 00°10'56" E, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, SAID POINT BEING THE CENTERLINE OF SAID 15.00 FOOT STRIP AND THE **TRUE POINT OF BEGINNING**;

THENCE S 44°56'21" W ALONG THE SAID CENTERLINE, A DISTANCE OF 49.84 FEET TO A POINT, HEREAFTER KNOWN AS **POINT A**;

THENCE S 82°56'00" W, A DISTANCE OF 288.78 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 11;

THENCE N 36°09'38" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 86.23 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD;

THENCE N 89°49'04" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 372.67 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 17,434 SQUARE FEET, OR 0.400 ACRES, MORE OR LESS.

PARCEL B

BEGINNING AT THE AFOREMENTIONED **POINT A**;

THENCE S 44°56'21" W ALONG THE CENTERLINE OF SAID 15.00 FOOT STRIP, A DISTANCE OF 255.42 FEET TO IT'S INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINES OF SAID LOTS 10 AND 11;

THENCE N 36°09'38" W ALONG SAID PROLONGATION AND SOUTHWESTERLY LINES OF LOTS 10 AND 11, A DISTANCE OF 179.93 FEET;

EXHIBIT "A" (CONTINUED)
LEGAL DESCRIPTION
0241-028

THENCE N 82°56'00" E, A DISTANCE OF 288.78 FEET TO A POINT ON THE CENTERLINE OF SAID 15.00 FOOT STRIP, SAID POINT BEING THE TRUE POINT OF BEGINNING.

CONTAINING: 22,702 SQUARE FEET, OR 0.521 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

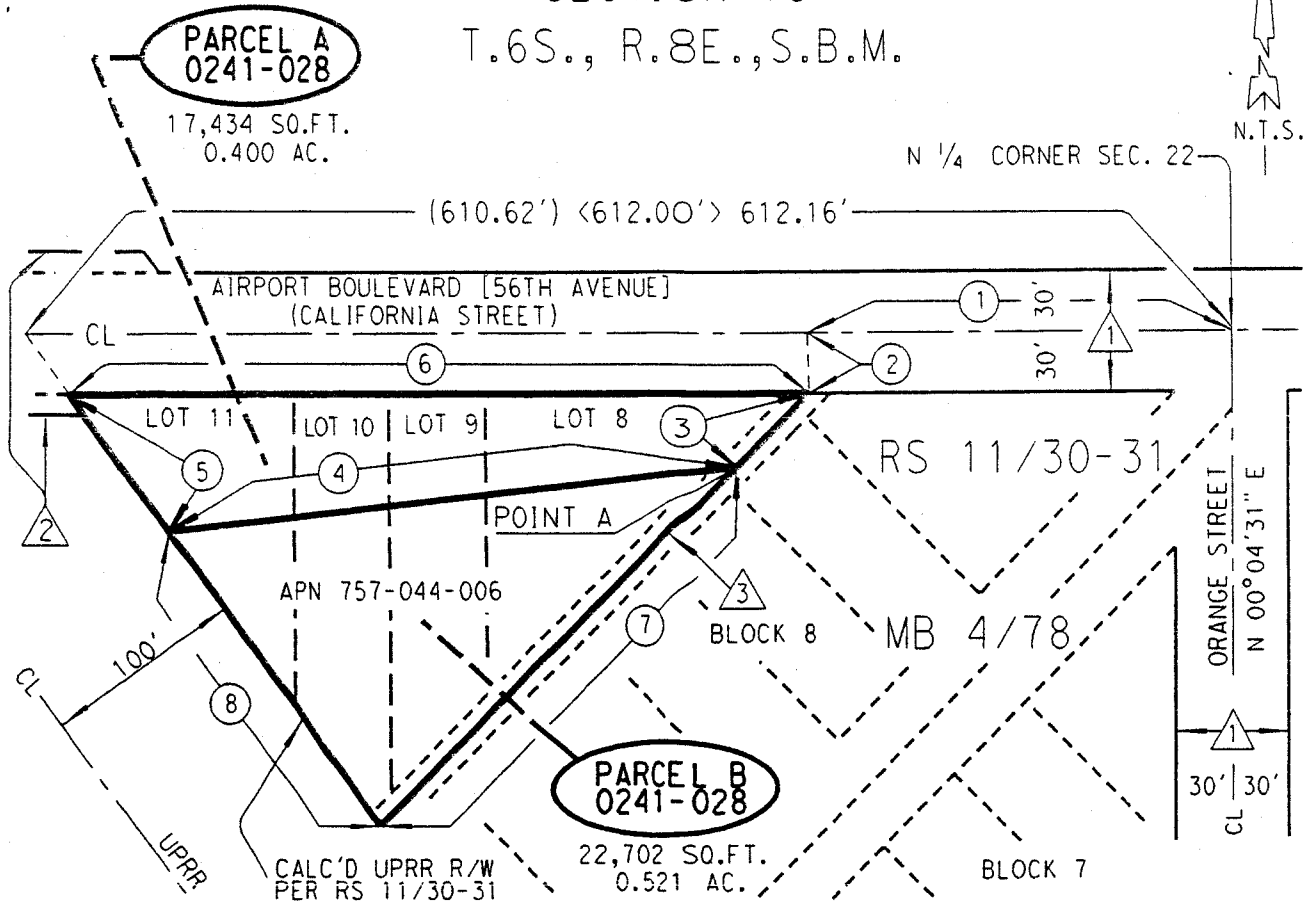
APPROVED BY: *[Signature]*
DATE: 2-14-12



EXHIBIT "B"

SECTION 15

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



SECTION 22

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

LINE TABLE

①	S 89° 49' 04" W	218.05'
②	S 00° 10' 56" E	30.00'
③	S 44° 56' 21" W	49.84
④	S 82° 56' 00" W	288.78'
⑤	N 36° 09' 38" W	86.23'
⑥	N 89° 49' 04" E	372.67'
⑦	S 44° 56' 21" W	255.42'
⑧	N 36° 09' 38" W	179.93'

SURVEY NOTES

- () INDICATES REC. DATA PER MB 4/78
- < > INDICATES REC. DATA PER RS 11/30-31

SURVEY NOTES

- ① 60' R/W PER MB 4/78 REC. 10/02/1902
- ② 80' R/W REC'D 2/06/1956 BK 1890, PG 462-468
- ③ CL 15' R/W DEDICATED, NOT ACCEPTED PER MB 4/78

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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: 2-14-12

PAR. NO.: 0241-028

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: FEBRUARY, 2012

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SHEET 1 OF 1

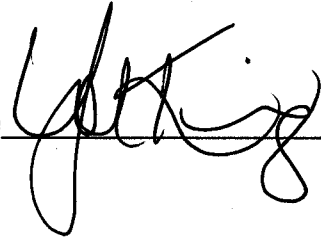
PROJECT: AIRPORT BOULEVARD GRADE SEPARATION PROJECT
PARCEL: 0241-028
APN: 757-044-006

STATE OF CALIFORNIA)
COUNTY OF Riverside)ss
)

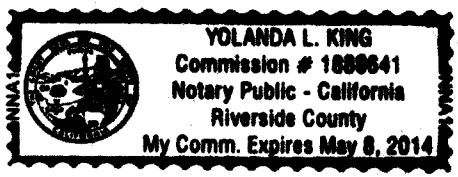
On Sept 10, 2012, before me, Yolanda L. King, a Notary Public in and for said County and State, personally appeared Arnulfo Rodriguez and Teresa Rodriguez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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]



YOJANDA L. KING
Commission # 1880041
Notary Public - California
Riverside County
My Comm. Expires May 8, 2014



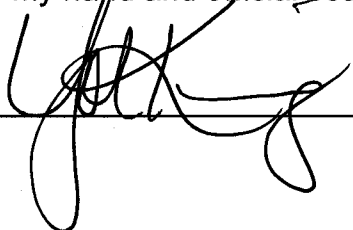
PROJECT: AIRPORT BOULEVARD GRADE SEPARATION PROJECT
PARCEL: 0241-028
APN: 757-044-006

STATE OF CALIFORNIA)
COUNTY OF Riverside)ss
)

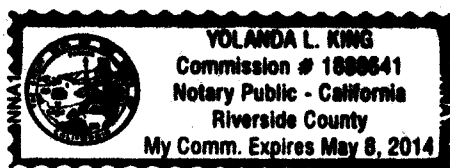
On Sept 10, 2012, before me, Yolanda L. King, a Notary Public in and for said County and State, personally appeared Luis Manuel Ayala and Yolanda L. Ayala, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged 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]



JOY L. KING
Commission # 188841
Notary Public - California
Riverside County
My Comm Expires May 8, 2014



PROJECT: AIRPORT BOULEVARD GRADE SEPARATION PROJECT
PARCEL: 0241-028
APN: 757-044-006

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

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from LUIS MANUEL AYALA and YOLANDA L. AYALA, husband and wife and ARNULFO RODRIGUEZ and TERESA RODRIGUEZ, husband and wife, all as joint tenants, 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 and Land Management

By: _____
Deputy



1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION PROJECT

3 PARCEL: 0241-028

4 APN: 757-044-006

5
6 **SETTLEMENT AGREEMENT**

7 This Settlement Agreement, ("Agreement"), is made by and between the
8 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"),
9 and ADRIAN'S CABINET SHOP, ("Adrian's"). County and Adrian's are sometimes
10 collectively referred to as "Parties."

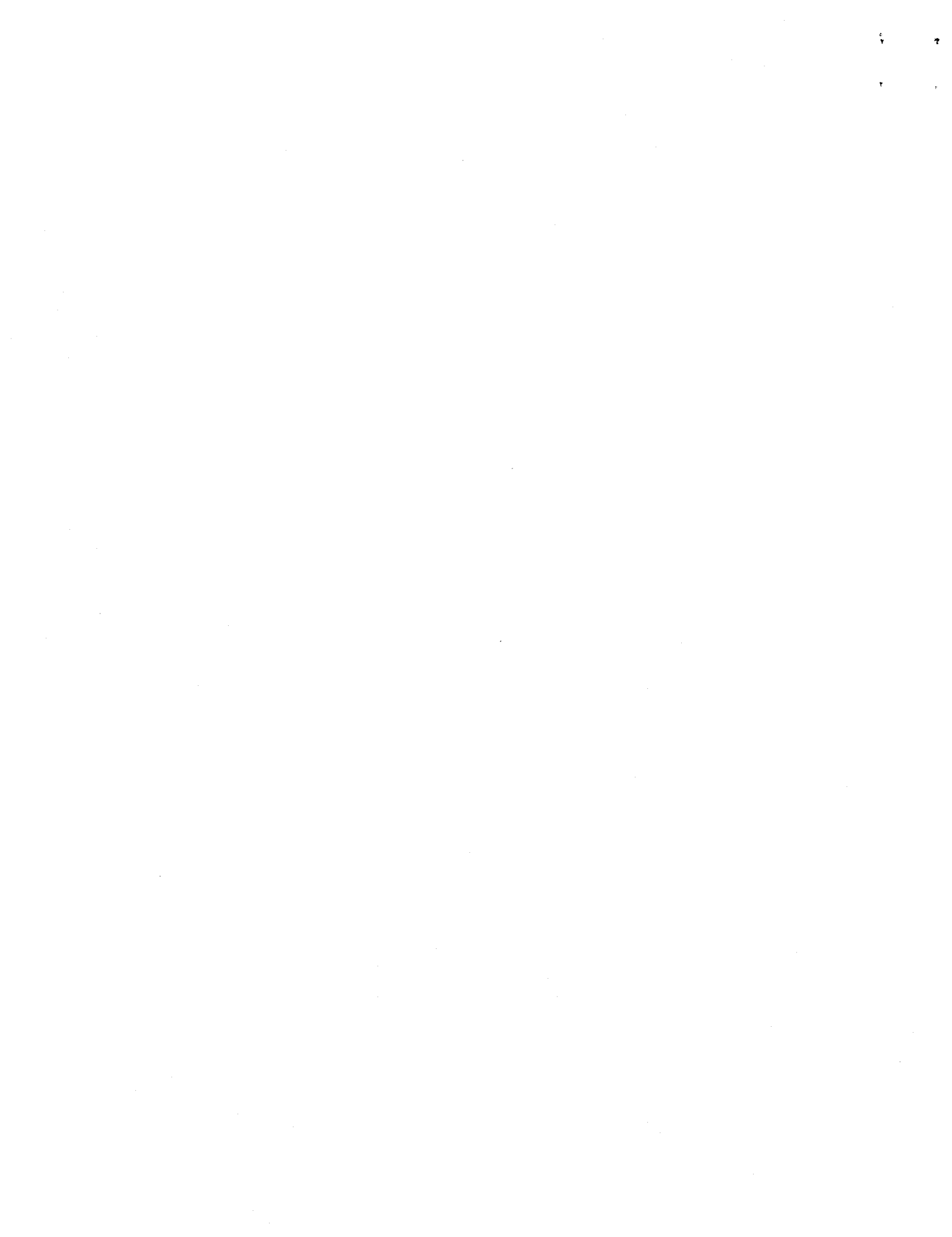
11 **RECITALS**

12 WHEREAS, County is currently working on a grade separation project located at
13 the at-grade crossing of Airport Boulevard and the Union Pacific Railroad tracks by
14 raising the roadway over the railroad and constructing an overcrossing structure that
15 will span the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard
16 ("Project"); and

17 WHEREAS, Adrian's is the tenant operating on land owned by Louis Manuel
18 Ayala and Yolanda A. Ayala; and Arnufo Rodriguez and Teresa Rodriguez ("Ayala-
19 Rodriguez"), with the right to use and occupy the Property located at 87425 Airport
20 Boulevard in the unincorporated community of Thermal, County of Riverside, State of
21 California, as depicted on the Plat Map identified as Attachment "1," attached hereto
22 and made a part hereof ("Property"), for the purpose of making custom cabinetry and
23 furniture; and is also known as Assessor's Parcel Number: 757-044-006; and

24 WHEREAS, the County's construction of the Project would impact the
25 improvements located on the Property and has offered to purchase the entire Property
26 from Ayala-Rodriguez; and

27 WHEREAS, Adrian's owns and operates a woodworking shop making custom
28 cabinetry and furniture and situated within a 1,135 square foot enclosed building



1 improved on the Property, as referenced on the map identified as Attachment "2",
2 attached hereto and made a part hereof ("Adrian's Leased Area"). The entire fixture
3 and equipment owned by Adrian's must be removed from Adrian's Leased Area to
4 accommodate the construction of the Project; and

5 WHEREAS, Adrian's owns certain fixtures and equipment located in Adrian's
6 Leased Area as described in Attachment "3", attached hereto and made a part hereof;
7 and

8 WHEREAS, the Effective Date is the date on which this Agreement is approved
9 and fully executed by County and Adrian's 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, County and Adrian's mutually agree as follows:

13
14 **ARTICLE 1. AGREEMENT**

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

17 2. Consideration. For good and valuable consideration, Adrian's agrees to
18 accept County's payment for the loss of goodwill and fixtures and equipment listed on
19 Attachment "3" and to release and remit any interest it may have in the Property, under
20 the terms and conditions set forth in this Agreement. The full consideration consists of
21 the purchase price amount for the Equipment to be acquired by the County ("Purchase
22 Price"). The Purchase Price in the amount of Sixteen Thousand Three Hundred
23 Eighty-Eight Dollars (\$16,388) is to be distributed to Adrian's in accordance with this
24 Agreement.

25 A. Loss of Goodwill: It is understood and agreed between the Parties
26 hereto that included in the payment under Paragraph 2 above, is the amount of zero
27 dollars (\$0) to compensate Grantors for any and all loss of goodwill. Grantor (business
28 owner) agrees and acknowledges that the statute which authorizes this payment also

1 provides that compensation for such loss will not be duplicated in the compensation
2 otherwise awarded to the owner.

3 B. Fixtures and Equipment: The Parties acknowledge that the
4 payment by the County to Adrian's Cabinet Shop includes compensation in the amount
5 of Sixteen Thousand Three Hundred Eighty-Eight Dollars (\$16,388) for Items 1 through
6 19, on Attachment "3" that are retained by Adrian's.

7 3. Consideration. For good and valuable consideration, Ayala agrees to
8 accept County's payment for removal of equipment (Equipment) listed on Attachment
9 "3" and to release and remit any interest it may have in the Property, under the terms
10 and conditions set forth in this Agreement. The full consideration consists of
11 compensation for improvements to be acquired by the County ("Purchase Price"). The
12 Purchase Price in the amount of Sixteen Thousand Three Hundred Eighty-Eight
13 Dollars (\$16,388) is to be distributed to Adrian's Cabinet Shop in accordance with this
14 Agreement.

15 4. County Responsibilities.

16 A. Upon the mutual execution of this Agreement, County will open
17 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
18 Escrow Holder's request the Parties shall execute such additional Escrow instructions
19 as are reasonably required to consummate the transaction contemplated by this
20 Agreement and are not inconsistent with this Agreement. In the event of any conflict
21 between the terms of this Agreement and any additional Escrow instructions, the terms
22 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
23 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
24 approved by County with interest accruing for the benefit of County. The Escrow
25 Account shall remain open until all charges due and payable have been paid and
26 settled; any remaining funds shall be refunded to the County.

1 B. Upon the opening of Escrow, the County shall deposit into Escrow
2 the Purchase Price in the amount of Sixteen Thousand Three Hundred Eighty-Eight
3 Dollars (\$16,388) (the "Deposit").

4 C. On or before the date that Escrow is to close ("Close of Escrow"),
5 County will deposit all other such documents consistent with this Agreement as are
6 reasonably required by Escrow Holder or otherwise to close Escrow.

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

10 5. Adrian's Responsibilities.

11 A. Effective upon the execution of this Agreement, the hereinafter
12 described release of claims provision shall automatically go into force and effect
13 without the need for any further action by the Parties. Adrian's releases the County,
14 departments, officers, directors, officials, employees, agents, successors, assigns, and
15 its independent contractors from any and all claims that directly or indirectly relate to or
16 arise from one or more of the following: A) The County's above-described Airport
17 Boulevard Grade Separation Project, B) Adrian's business, C) the Property, D) The
18 County's acquisition of the Property from Ayala-Rodriguez, E) any local, state, or
19 federal laws, including but not limited to the eminent domain laws. Adrian's shall
20 indemnify, defend and hold harmless the County and its independent contractors free
21 from any claims, causes of action, liabilities, damages, attorney's fees, and costs that
22 directly or indirectly relate to or arise from the County's above-described Airport
23 Boulevard Grade Separation Project and are made, asserted, filed, established, or
24 recovered by Adrian's, any subtenants or any owner/operator of any business on the
25 Property.

26 B. Adrian's hereby agrees and consent that all consideration
27 tendered or granted by County to Adrian's in compliance with Adrian's obligations
28 under this Agreement, is accepted as full consideration for the Equipment, and Adrian's

1 shall not seek additional compensation for the removal of any of Adrian's Property for
2 any reason whatsoever.

3 C. Adrian's has the legal power, right and authority to enter into this
4 Agreement and the instruments referenced herein, to perform its obligations under and
5 to consummate the transaction contemplated by this Agreement.

6 **Article II. MISCELLANEOUS**

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

12 2. This Agreement embodies all of the considerations agreed upon between
13 the County and Adrian's. This Agreement was obtained without coercion, promises
14 other than those provided herein, or threats of any kind whatsoever by or to either
15 party.

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

20 4. 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 by virtue of this Agreement.

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

25 6. 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 7. Any action at law or in equity brought by either of the Parties for the
4 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a
5 court of competent jurisdiction in the County of Riverside, State of California, and the
6 Parties hereby waive all provisions of law providing for a change of venue in such
7 proceedings to any other county.

8 8. Adrian's and its assigns and successors in interest shall be bound by all
9 the terms and conditions contained in this Agreement, and all the Parties thereto shall
10 be jointly and severally liable thereunder.


11
12
13 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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28

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.

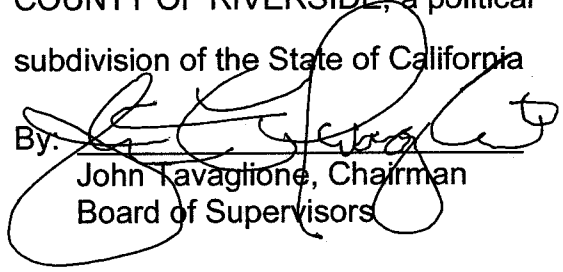
6
7 Dated: _____

ADRIAN'S CABINET


8
9 By:  _____

10 Its: Adrian Perea

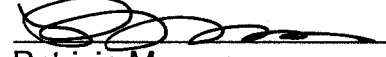
11
12
13 COUNTY OF RIVERSIDE, a political
14 subdivision of the State of California

15 By:  _____
16 John Favaglione, Chairman
17 Board of Supervisors

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

22 By:  _____
23 Deputy

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

28 By:  _____
Patricia Munroe
Deputy County Counsel

SV:ra/072512/299TR/15.131 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.131.doc

ATTACHMENT "1"
Assessor's Plat Map

JUN 02 2005

JUL 05 2005

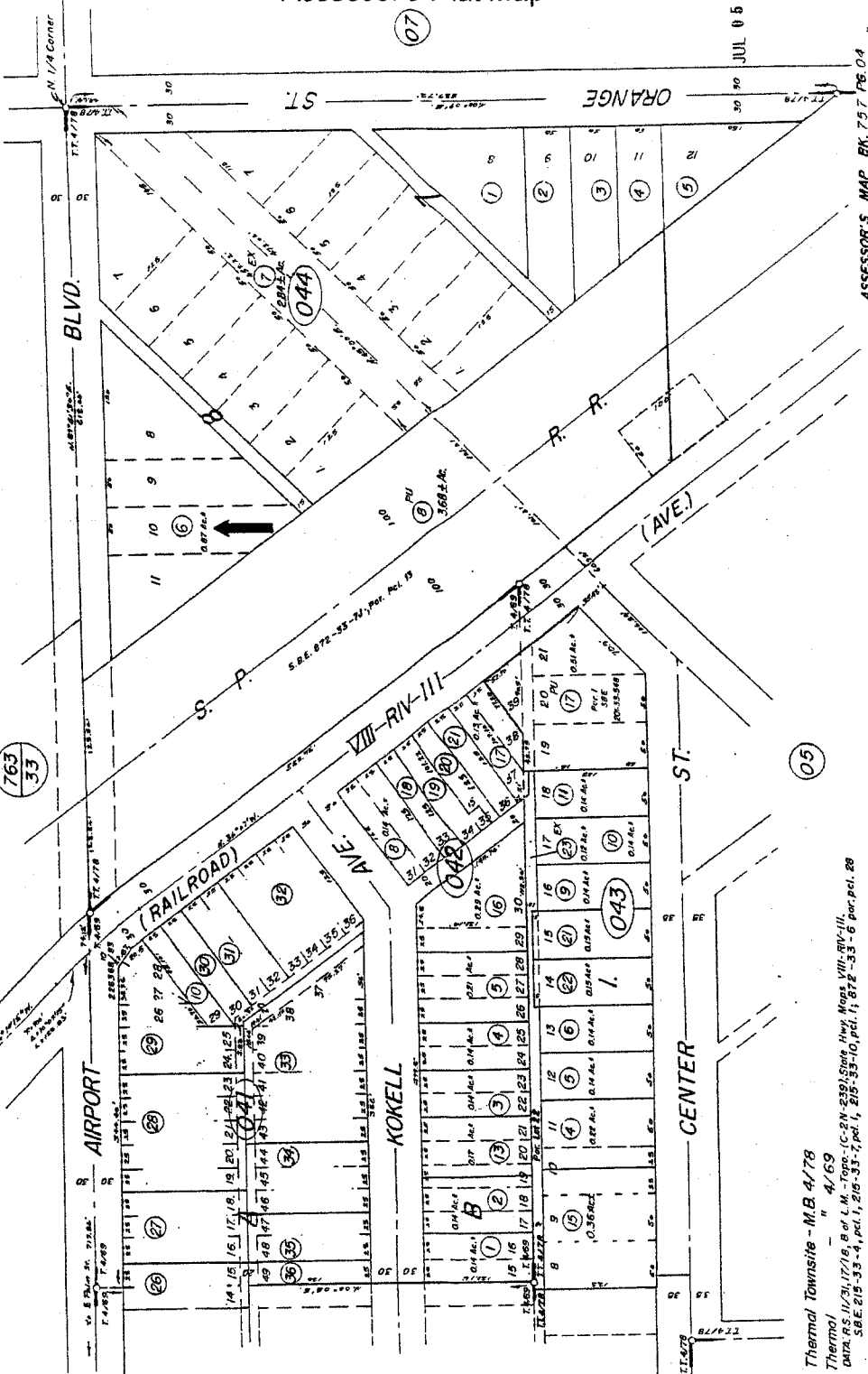
THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

ASSESSOR'S MAP BK. 757, PG. 04
RIVERSIDE COUNTY, CALIF.

POR., NE 4, NW 4, SEC. 22, T. 6S, R. 8E.

T. C. A. 5850

757-04



763
33

05

25-41

757-04

1:1000

DATE	OLD NO.	NEW NO.
3/7/03	043-14	75-27

02

DATE	OLD NO.	NEW NO.
9/26/10	043-12	20
1/26/08	043-10	21, 22
1/26/08	043-19	23
12/9/07	041-15	24

DATE	OLD NO.	NEW NO.
7/7/05	044-16	001-004
5/15/05	041-14	005-009
5/15/05	043-11	010-014
5/15/05	043-17	015-019
12/17/04	042-18	020-024
12/17/04	043-13	025-029
12/17/04	041-12	030-034
12/17/04	041-11	035-039
12/17/04	041-10	040-044

Thermal Townsite - M.B. 4/78
Thermal " " 4/69
G.N. 95.11/21/17/18, 9 of L.M. - Topog. - (C-2N-239).
Sine Hwy Maps VIII-RV-III.
S.E. 215-33-4, pcd. 1, 215-33-10, pcd. 1, 872-33-6 par. pcd. 28
60' hd. per inst.
32692 4/59
FEBRUARY 1967





Subject Property Aerial Site Plan
Aerial Oblique looking North

Item	Description	Comments
1.	Ayala Residence	4Bd/2Ba
1a.	Covered Parking	Open sided steel frame structure on asphalt paved driveway; most of the structure has a corrugated metal cover (por. open).
2.	Ayala's Auto Repair	Open sided steel frame work area w/ corrugated metal roof cover; concrete floor, ample power, secured shop space. No HVAC, no plumbing. The E. wall of the adj. Shop Bldg serves this work space also.
2a.	Machine Shop	Includes partition wall (por. plexi glass) along the north elevation and a portion of the west elevation.
2b.	Auto Repair Bays	3 above ground auto lifts (personal property; not included in appraisal).
2c.	Ayala's Auto Repair - Office	Customer check-in; this office and adjacent 2-piece restroom is a portion of the Shop Building.
2d.	Storage Building	Freestanding wood frame storage building used for auto parts storage; concrete slab, lighting, power (no HVAC/no plumbing).
2e.	Oil Pit	Open oil pit/pond; above ground storage tank is personal property (not included in this appraisal).
3.	Ayala's Welding & Steel Supply	Steel frame covered work area w/ corrugated metal sheeting on two sides (northwest and southwest sides); limited use at present.
4.	Rodriguez Residence	2Bd/1Ba
5.	Shop Building	Wood frame shop building w/ corrugated metal roof cover and siding.
5a.	Adrian's Cabinet Shop	Occupies northerly two bays
5b.	Coachella's Tire Shop	Occupies southerly two bays
5c.	Covered Work Area/Awning	Steel frame/metal awning extension of Shop Bldg on concrete slab.
6.	Covered Work Area - Coachella's Tire	Open sided steel frame structure on concrete pad w/ power; trailers on either side are personal property (not included in this appraisal).
7.	Steel Frame Parking Cover	No roof cover at present; dirt floor (no power)



ATTACHMENT "3"

Inventory of Movable Equipment

Item	Quantity	Description	Market Value
1	1	Cabinet 97" x 25" x 36" wd, 6 dr.	\$125
2	1	Miter saw De Walt mdl. DW 7187	\$450
3	1	Shaper Sears "Craftsman" 2hp	\$200
4	1	Wall gondola 18' x 1 1/2' x 7' Mtl., 5 tier	\$1,100
5	1	Table saw, 10" contractor De Walt	\$250
6	1	Router table 54" x 32" wd const. with router Porter cable	\$200
7	1	Table saw, 10" Delta "Unisaw" 72" x 27" table with back table "97" x 81"	\$2,525
8	1	Shaper Chang Iron mdl. CMP 2-L	\$400
9	1	Shaper Grizzly	\$650
10	1	Boring machine Davis & Wells mdl.	\$1,150
11	1	Shaper Powermatic mdl. 26 Ser. 8226626 w/ feeder	\$900
12	1	Air compressor Rol-Air, 2 cyl. 1 stg. 1 1/2 hp. Motor 2 receivers	\$450
13	1	Dust collector Cummins Industrial Item 6834 1 hp, 2 bag	\$88
14	1	Drill press, bench Sears "Craftsman" mdl. 150 with stand	\$200
15	1	Finger rack 6' x' 3 1/2' x 7'	\$1,400



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Item	Quantity	Description	Market Value
		Stl, 7 tier	
16	1	Miter saw DeWalt With cart stand	\$150
17	1	Shaper Powermatic TS-110 Ser. 7979009	\$4,000
18	1	Miscellaneous equipment: 6 lawn mowers, 1 arc welder, 1 edger, 1 lateral file, and 1 welding outfit	NOT VALUED
19	1	Miscellaneous shop equipment: 1 belt sander, 4 drills, 3 pneumatic nailers, 2 circular saws, 1 disc grinder, 1 belt/disk sander, 2 routers, 2 paint sprayers, 1 jig saw, 1 palm sander, 1 planer, 1 portable compressor, 1 reciprocating saw	\$2,150
		Total Movable Equipment	\$16,388



1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION PROJECT

3 PARCEL: 0241-028

4 APN: 757-044-006

5
6 **SETTLEMENT AGREEMENT**

7 This Settlement Agreement, ("Agreement"), is made by and between the
8 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"),
9 and COACHELLA'S TIRE SHOP, ("Coachella"). County and Coachella are sometimes
10 collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, County is currently working on a grade separation project located at
13 the at-grade crossing of Airport Boulevard and the Union Pacific Railroad tracks by
14 raising the roadway over the railroad and constructing an overcrossing structure that
15 will span the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard
16 ("Project"); and

17 WHEREAS, Coachella is the tenant operating on land owned by Louis Manuel
18 Ayala and Yolanda A. Ayala; and Arnulfo Rodriguez and Teresa Rodriguez ("Ayala-
19 Rodriguez"), with the right to use and occupy the Property located at 87425 Airport
20 Boulevard in the unincorporated community of Thermal, County of Riverside, State of
21 California, as depicted on the Plat Map identified as Attachment "1," attached hereto
22 and made a part hereof ("Property"), for the purpose of selling and installing new and
23 used automotive and small truck tires; and is also known as Assessor's Parcel
24 Number: 757-044-006; and

25 WHEREAS, the County's construction of the Project would impact the
26 improvements located on the Property and has offered to purchase the entire Property
27 from Ayala-Rodriguez; and

1 WHEREAS, Miguel Angel Topete owns and operates Coachella Tire Shop and
2 is situated within a building improved on the Property, as referenced on the map
3 identified as Attachment "2", attached hereto and made a part hereof ("Coachella's
4 Leased Area"). The entire signs and equipment owned by Coachella must be removed
5 from Coachella's Leased Area to accommodate the construction of the Project; and

6 WHEREAS, Coachella Tire Shop owns certain signs on the Property and
7 equipment located in Coachella's Leased Area as described in Attachment "3",
8 attached hereto and made a part hereof; and

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

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

14
15 **ARTICLE 1. AGREEMENT**

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

18 2. Consideration. Coachella Tire Shop agrees to accept County's
19 deferment of claim for the loss of goodwill and Thirty Two Thousand Nine Hundred
20 Forty Dollars (\$32,940) for fixtures and equipment and release and remit any interest it
21 may have in the Property, under the terms and conditions set forth in this Agreement.

22 A. Loss of Goodwill: It is understood by the undersigned Grantor that
23 the laws of the State of California permit the owner of a business located on property,
24 all or a portion of which is to be acquired for a public improvement, to be compensated
25 for the loss of goodwill to the business provided the owner of the business established
26 that:

27 (i) The loss is caused by the acquiring of the property or the
28 injury to the remaining property.

1 (ii) The loss cannot reasonably be prevented by a relocation of
2 the business or by taking steps and adopting procedures that a reasonably prudent
3 person would take and adopt in preserving the goodwill.

4 (iii) Compensation for the loss will not be included in payment
5 under Section 7267 of the Government Code (Relocation Assistance Program).

6 (iv) Compensation for the loss will not be duplicated in the
7 compensation otherwise awarded to the owner.

8 It is further understood and agreed that the undersigned Grantor, as
9 required by State law, shall make the State tax returns of the business available for
10 audit solely for the purpose of assisting and determining the amount of compensation
11 to be paid for the loss of goodwill.

12 It is further understood and agreed that compensation, if any, for the loss
13 of goodwill shall be payable to the undersigned Grantor at a later date following the
14 establishment of proof of such loss. Claims for such loss must be submitted to
15 Yolanda King, Real Property Agent, County of Riverside, Economic Development
16 Agency/Facilities Management, Real Estate Division, 3403 10th Street, Suite 500,
17 Riverside, California 92501, by two (2) years from the effective date of the Right of
18 Way Acquisition Agreement.

19 It is further understood and agreed that if Grantor and the County cannot
20 reach agreement on compensation, if any, for the loss of goodwill by three (3) years
21 from the effective date of the Right of Way Acquisition Agreement, the County shall file
22 a declaratory relief action in superior court for the purpose of determining
23 compensation, if any, for loss of Grantor's business goodwill. It is understood that the
24 sole issues to be determined in any declaratory relief action will be those contained in
25 Code of Civil Procedure Section 1263.510 including the amount of compensation, if
26 any, for Grantor's loss of business goodwill and that no other issues will be raised by
27 Grantor therein or in preliminary proceedings thereto challenging the public use or
28 necessity of the Project, or the utilization therefore of Grantor's property.

1 B. Fixtures and Equipment: The Parties acknowledge that the
2 payment by the County to Coachella Tire Shop includes compensation in the amount
3 of Thirty-Two Thousand Nine Hundred Forty Dollars (\$32,940) for Items 1 through 20,
4 on Attachment "3".

5 3. Consideration. For good and valuable consideration, Ayala agrees to
6 accept County's payment for removal of equipment (Equipment) listed on Attachment
7 "3" and to release and remit any interest it may have in the Property, under the terms
8 and conditions set forth in this Agreement. The full consideration consists of
9 compensation for improvements to be acquired by the County ("Purchase Price"). The
10 Purchase Price in the amount of Thirty-Two Thousand Nine Hundred Forty Dollars
11 (\$32,940) is to be distributed to Ayala Auto Repair in accordance with this Agreement.

12 4. County Responsibilities.

13 A. Upon the mutual execution of this Agreement, County will open
14 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
15 Escrow Holder's request the Parties shall execute such additional Escrow instructions
16 as are reasonably required to consummate the transaction contemplated by this
17 Agreement and are not inconsistent with this Agreement. In the event of any conflict
18 between the terms of this Agreement and any additional Escrow instructions, the terms
19 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
20 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
21 approved by County with interest accruing for the benefit of County. The Escrow
22 Account shall remain open until all charges due and payable have been paid and
23 settled; any remaining funds shall be refunded to the County.

24 B. Upon the opening of Escrow, the County shall deposit into Escrow
25 the Purchase Price in the amount of Thirty-Two Thousand Nine Hundred Forty
26 (\$32,940) (the "Deposit").
27
28

1 C. On or before the date that Escrow is to close ("Close of Escrow"),
2 County will deposit all other such documents consistent with this Agreement as are
3 reasonably required by Escrow Holder or otherwise to close Escrow.

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

7

8 5. Coachella Responsibilities.

9 A. Effective upon the execution of this Agreement, the hereinafter
10 described release of claims provision shall automatically go into force and effect
11 without the need for any further action by the Parties. Coachella's releases the County,
12 departments, officers, directors, officials, employees, agents, successors, assigns, and
13 its independent contractors from any and all claims that directly or indirectly relate to or
14 arise from one or more of the following: A) The County's above-described Airport
15 Boulevard Grade Separation Project, B) Coachella Tire Shop business, C) the
16 Property, D) The County's acquisition of the Property from Ayala-Rodriguez, E) any
17 local, state, or federal laws, including but not limited to the eminent domain laws.
18 Coachella Tire Shop shall indemnify, defend and hold harmless the County and its
19 independent contractors free from any claims, causes of action, liabilities, damages,
20 attorney's fees, and costs that directly or indirectly relate to or arise from the County's
21 above-described Airport Boulevard Grade Separation Project and are made, asserted,
22 filed, established, or recovered by Coachella Tire Shop, any subtenants or any
23 owner/operator of any business on the Property.

24 B. Coachella Tire Shop hereby agrees and consent that all
25 consideration tendered or granted by County to Coachella in compliance with
26 Coachella obligations under this Agreement, is accepted as full consideration for the
27 Equipment, and Coachella shall not seek additional compensation for the removal of
28 any of Coachella's Property for any reason whatsoever.

1 C. Coachella has the legal power, right and authority to enter into this
2 Agreement and the instruments referenced herein, to perform its obligations under and
3 to consummate the transaction contemplated by this Agreement.

4 **Article II. MISCELLANEOUS**

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

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

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

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

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

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

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

6 8. Coachella Tire Shop and its assigns and successors in interest shall be
7 bound by all the terms and conditions contained in this Agreement, and all the Parties
8 thereto shall be jointly and severally liable thereunder.

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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.

7 Dated: _____ COACHELLA TIRE SHOP

9 By: MIGUEL A TOPETE
10 Miguel Angel Topete

11 Its: _____

14 COUNTY OF RIVERSIDE, a political
15 subdivision of the State of California

16 ATTEST:
17 Kecia Harper-Ihem
18 Clerk of the Board

18 By: [Signature]
19 Deputy

16 By: [Signature]
17 John Favaglione, Chairman
18 Board of Supervisors

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

22 By: [Signature]
23 Patricia Munroe
24 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

JUN 0 2 2005

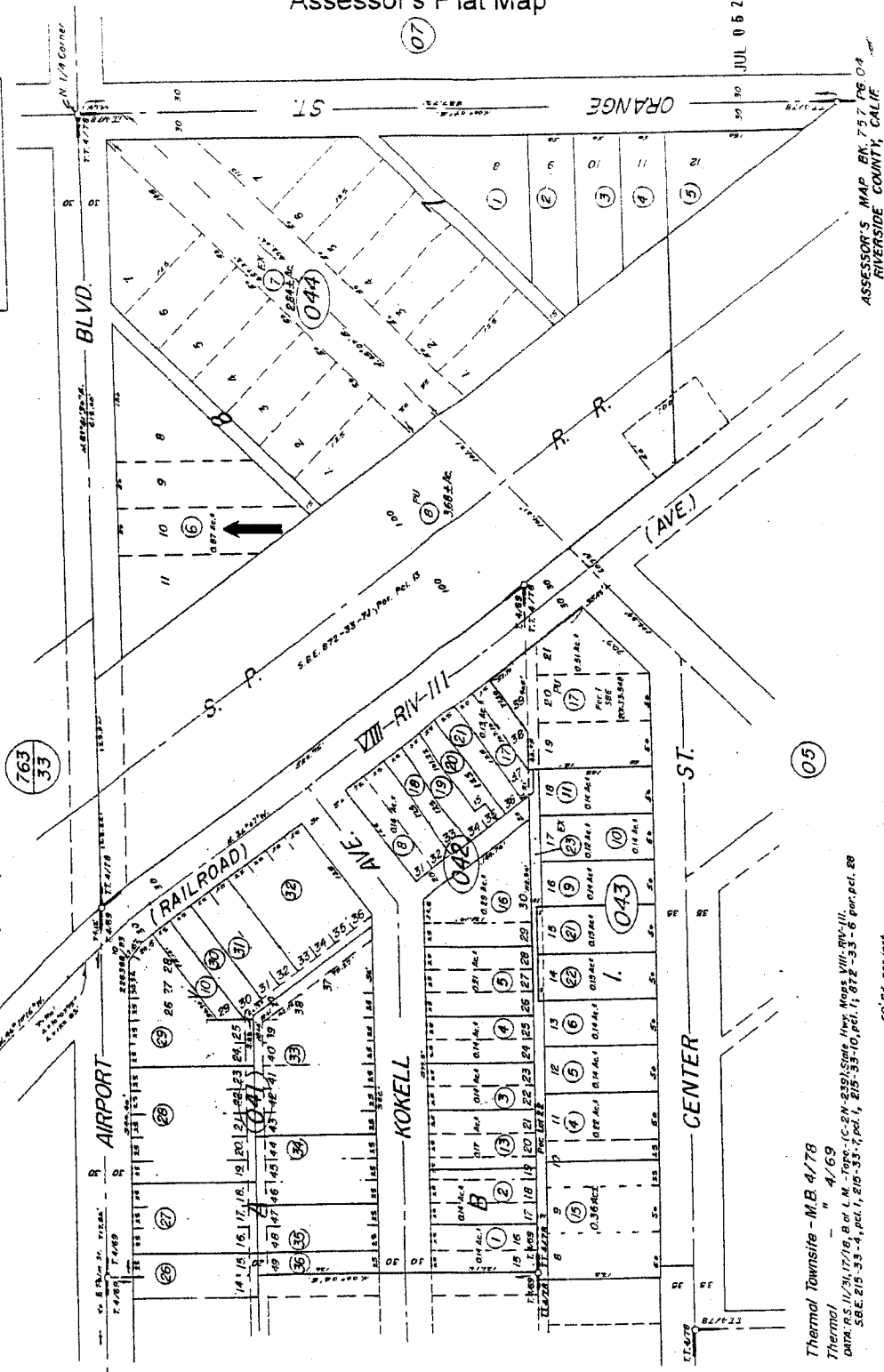
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POR, NE 4, NW 4, SEC. 22, T.6S, R.8E.

T. C. A. 5850

25-41

757-04



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Thermal Townsite - M.B. 4178
Thermal
DATA: S.E. 11/34, 17/16, 8 or L.M. Town (C-2-N 238) Cont. New Maps VIII, VIII-III.
SBE: 215-33-4, pd. 1, 215-33-7, pd. 1, 215-33-10, pd. 1, 215-33-33-6-33-6 per pd. 28

60' Rd per inst.
32652-4/59

FEBRUARY 1967

1"=100'

DATE	OLD	NEW	NEW
NO.	NO.	NO.	NO.
5/05	0278	78-51	

(02)

DATE	OLD	NEW	NEW
NO.	NO.	NO.	NO.
2/28	032-12	19	
7/28	043-18	20	
10/29	043-19	21, 22	
12/27	047-20	26	
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Subject Property Aerial Site Plan
Aerial Oblique looking North

Item	Description	Comments
1.	Ayala Residence	4Bd/2Ba
1a.	Covered Parking	Open sided steel frame structure on asphalt paved driveway; most of the structure has a corrugated metal cover (por. open).
2.	Ayala's Auto Repair	Open sided steel frame work area w/ corrugated metal roof cover; concrete floor, ample power, secured shop space. No HVAC, no plumbing. The E. wall of the adj. Shop Bldg serves this work space also.
2a.	Machine Shop	Includes partition wall (por. plexi glass) along the north elevation and a portion of the west elevation.
2b.	Auto Repair Bays	3 above ground auto lifts (personal property; not included in appraisal).
2c.	Ayala's Auto Repair - Office	Customer check-in; this office and adjacent 2-piece restroom is a portion of the Shop Building.
2d.	Storage Building	Freestanding wood frame storage building used for auto parts storage; concrete slab, lighting, power (no HVAC/no plumbing).
2e.	Oil Pit	Open oil pit/pond; above ground storage tank is personal property (not included in this appraisal).
3.	Ayala's Welding & Steel Supply	Steel frame covered work area w/ corrugated metal sheeting on two sides (northwest and southwest sides); limited use at present.
4.	Rodriguez Residence	2Bd/1Ba
5.	Shop Building	Wood frame shop building w/ corrugated metal roof cover and siding.
5a.	Adrian's Cabinet Shop	Occupies northerly two bays
5b.	Coachella's Tire Shop	Occupies southerly two bays
5c.	Covered Work Area/Awning	Steel frame/metal awning extension of Shop Bldg on concrete slab.
6.	Covered Work Area - Coachella's Tire	Open sided steel frame structure on concrete pad w/ power; trailers on either side are personal property (not included in this appraisal).
7.	Steel Frame Parking Cover	No roof cover at present; dirt floor (no power).



ATTACHMENT "3"

Inventory of Fixtures and Equipment

Item	Quantity	Description	Market Value
Yard (Attached)			
1	2	Trailer bodies 30' x 8' x 10' Mtl. Const.	\$6,000
2	1	Air compressor Champion "Centurion II" 2 cyl. 2 stg. 7 1/2 hp 60 gal	\$2,375
3	---	Piping Steel 3/4" - 100'	\$1,800
Total Yard (attached)			\$10,175
Signs (Attached)			
4	1	Lot signs painted on fence "Tire Shop"	\$900
Yard (Moveable)			
5	1	Tire changer Coats "Rim Clamp" mdl. 7065AX	\$6,000
6	1	Tire changer Coats "Rim Clamp" mdl. 5060A	\$4,350
7	1	Tire changer Coats mdl. 4040SA	\$1,250
8	6	Floor jacks	\$2,275
9	2	Tire racks 24' x 2' x 7' Stl, 2 tier	\$900
10	1	Stock rack 8' x 5' x 6' Wd/stl, 8 tier	\$450
11	1	Tire rack 10' x 2' x 5 1/2' Stl, 3 tier	\$190
12	1	Air compressor Big Red BRA618V 2 cyl, 2 stg. 5 hp. 60 gal rec. Ser. 292049	\$900

Item	Quantity	Description	Market Value
13	1	Misc. yard equip. 6 chairs, 2 stands, 6 hydraulic jacks, 1 parts bin, 1 fan	\$575
14	1	Misc. stored equip. Finger rack, gondolas, evaporative cooler, work bench	NOT VALUED
		Total Yard (Moveable)	\$16,890
Office/Storage (Moveable)			
15	1	Tire balancer Coats mdl. 850	\$3,250
16	1	Floor jack 22 ton	\$850
17	1	Refrigerator Beverage Air mdl. HT27 27 cf Ser. 3122077	\$100
18	2	Tool carts	Not Company owned
19	1	Evaporative cooler	\$300
20	1	Misc. office equip. 1 desk, 1 chair, 1 blower, 5 plastic chairs, 2 shelf units, 1 band saw	\$475
		Total Office/Storage (Moveable)	\$4,975
		TOTAL FIXTURES AND EQUIPMENT	\$32,940

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION PROJECT

3 PARCEL: 0241-028

4 APN: 757-044-006

5
6 **SETTLEMENT AGREEMENT**

7 This Settlement Agreement, ("Agreement"), is made by and between the
8 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"),
9 and AYALA'S AUTO REPAIR, ("Ayala"). County and Ayala are sometimes collectively
10 referred to as "Parties."

11 **RECITALS**

12 WHEREAS, County is currently working on a grade separation project located at
13 the at-grade crossing of Airport Boulevard and Union Pacific Railroad tracks by raising
14 the roadway over the railroad and constructing an overcrossing structure that will span
15 the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard
16 ("Project"); and

17 WHEREAS, Ayala owns and operates on the land owned by Louis Manuel
18 Ayala and Yolanda A. Ayala; and Arnulfo Rodriguez and Teresa Rodriguez ("Ayala-
19 Rodriguez"), with the right to use and occupy the Property located at 87425 Airport
20 Boulevard in the unincorporated community of Thermal, County of Riverside, State of
21 California, as depicted on the Plat Map identified as Attachment "1," attached hereto
22 and made a part hereof ("Property"), for the purpose of selling and installing new and
23 used automotive and small truck tires; and is also known as Assessor's Parcel
24 Number: 757-044-006; and

25 WHEREAS, the County's construction of the Project would impact the
26 improvements located on the Property and has offered to purchase the entire Property
27 from Ayala-Rodriguez; and
28

1 WHEREAS, Ayala owns and operates a tire shop and situated within a building
2 improved on the Property, as referenced on the map identified as Attachment "2",
3 attached hereto and made a part hereof ("Ayala Auto Repair Area"). The entire fixture
4 and equipment owned by Ayala must be removed from Ayala's Area to accommodate
5 the construction of the Project; and

6 WHEREAS, Ayala's Auto Repair owns certain fixtures and equipment located in
7 Ayala's Area as described in Attachment "3", attached hereto and made a part hereof;
8 and

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

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

14
15 **ARTICLE 1. AGREEMENT**

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

18 2. Consideration. For good and valuable consideration, Ayala agrees to
19 accept County's payment for the loss of goodwill and fixtures and equipment listed on
20 Attachment "3" and to release and remit any interest it may have in the Property, under
21 the terms and conditions set forth in this Agreement. The full consideration consists of
22 the purchase price amount for the Equipment to be acquired by the County ("Purchase
23 Price"). The Purchase Price in the amount of One Hundred Fifty One Thousand Eight
24 Hundred and Fifty One Dollars (\$151,851) is to be distributed to Ayala in accordance
25 with this Agreement.

26 A. Loss of Goodwill: It is understood and agreed between the Parties
27 hereto that included in the payment under Paragraph 2 above, is the amount of zero
28 dollars (\$0) to compensate Grantors for any and all loss of goodwill. Grantor (business

1 owner) agrees and acknowledges that the statute which authorizes this payment also
2 provides that compensation for such loss will not be duplicated in the compensation
3 otherwise awarded to the owner.

4 B. Fixtures and Equipment: The Parties acknowledge that the
5 payment by the County to Ayala's Auto Repair includes compensation in the amount of
6 One Hundred Fifty One Thousand Eight Hundred and Fifty One Dollars (\$151,851) for
7 Items 1 through 85, on Attachment "3" that are retained by Ayala and not removed by
8 County.

9 3. Consideration. For good and valuable consideration, Ayala agrees to
10 accept County's payment for removal of equipment (Equipment) listed on Attachment
11 "3" and to release and remit any interest it may have in the Property, under the terms
12 and conditions set forth in this Agreement. The full consideration consists of
13 compensation for improvements to be acquired by the County ("Purchase Price"). The
14 Purchase Price in the amount of One Hundred Fifty One Thousand Eight Hundred and
15 Fifty One Dollars (\$151,851) is to be distributed to Ayala Auto Repair in accordance
16 with this Agreement.

17 4. County Responsibilities.

18 A. Upon the mutual execution of this Agreement, County will open
19 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
20 Escrow Holder's request the Parties shall execute such additional Escrow instructions
21 as are reasonably required to consummate the transaction contemplated by this
22 Agreement and are not inconsistent with this Agreement. In the event of any conflict
23 between the terms of this Agreement and any additional Escrow instructions, the terms
24 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
25 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
26 approved by County with interest accruing for the benefit of County. The Escrow
27 Account shall remain open until all charges due and payable have been paid and
28 settled; any remaining funds shall be refunded to the County.

1 B. Upon the opening of Escrow, the County shall deposit into Escrow
2 the Purchase Price in the amount of One Hundred Fifty One Thousand Eight Hundred
3 and Fifty One Dollars (\$151,851) (the "Deposit").

4 C. On or before the date that Escrow is to close ("Close of Escrow"),
5 County will deposit all other such documents consistent with this Agreement as are
6 reasonably required by Escrow Holder or otherwise to close Escrow.

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

10 5. Ayala Auto Repair Responsibilities.

11 A. Effective upon the execution of this Agreement, the hereinafter
12 described release of claims provision shall automatically go into force and effect
13 without the need for any further action by the Parties. Ayala releases the County,
14 departments, officers, directors, officials, employees, agents, successors, assigns, and
15 its independent contractors from any and all claims that directly or indirectly relate to or
16 arise from one or more of the following: A) The County's above-described Airport
17 Boulevard Grade Separation Project, B) Ayala's Auto Repair business, C) the Property,
18 D) The County's acquisition of the Property from Ayala-Rodriguez, E) any local, state,
19 or federal laws, including but not limited to the eminent domain laws. Ayala's Auto
20 Repair shall indemnify, defend and hold harmless the County and its independent
21 contractors free from any claims, causes of action, liabilities, damages, attorney's fees,
22 and costs that directly or indirectly relate to or arise from the County's above-described
23 Airport Boulevard Grade Separation Project and are made, asserted, filed, established,
24 or recovered by Ayala's Auto Repair, any subtenants or any owner/operator of any
25 business on the Property.

26 B. Ayala's Auto Repair hereby agrees and consent that all
27 consideration tendered or granted by County to Ayala in compliance with Ayala
28 obligations under this Agreement, is accepted as full consideration for the Equipment,

1 and Ayala shall not seek additional compensation for the removal of any of Ayala
2 Property for any reason whatsoever.

3 C. Ayala has the legal power, right and authority to enter into this
4 Agreement and the instruments referenced herein, to perform its obligations under and
5 to consummate the transaction contemplated by this Agreement.

6 **Article II. MISCELLANEOUS**

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

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

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

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

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

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

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

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

8 8. Ayala Auto Repair Shop and its assigns and successors in interest shall
9 be bound by all the terms and conditions contained in this Agreement, and all the
10 Parties thereto shall be jointly and severally liable thereunder.

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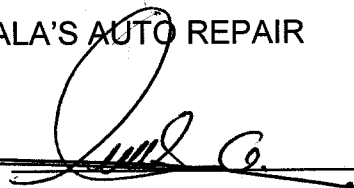


1 9. This Agreement may be signed in counterpart or duplicate copies, and
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
3 purposes.

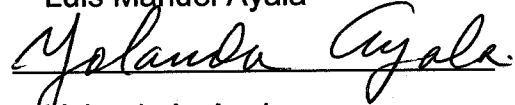
4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

7 Dated: _____

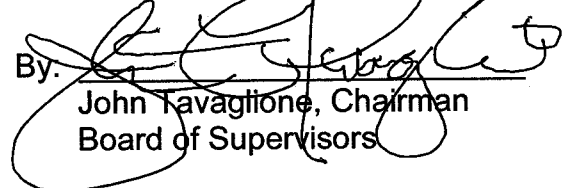
AYALA'S AUTO REPAIR

8
9 By:  _____

Luis Manuel Ayala

10
11 By:  _____
12 Yolanda L. Ayala

13
14 COUNTY OF RIVERSIDE, a political
15 subdivision of the State of California

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

16 ATTEST:
17 Kecia Harper-Ihem
18 Clerk of the Board

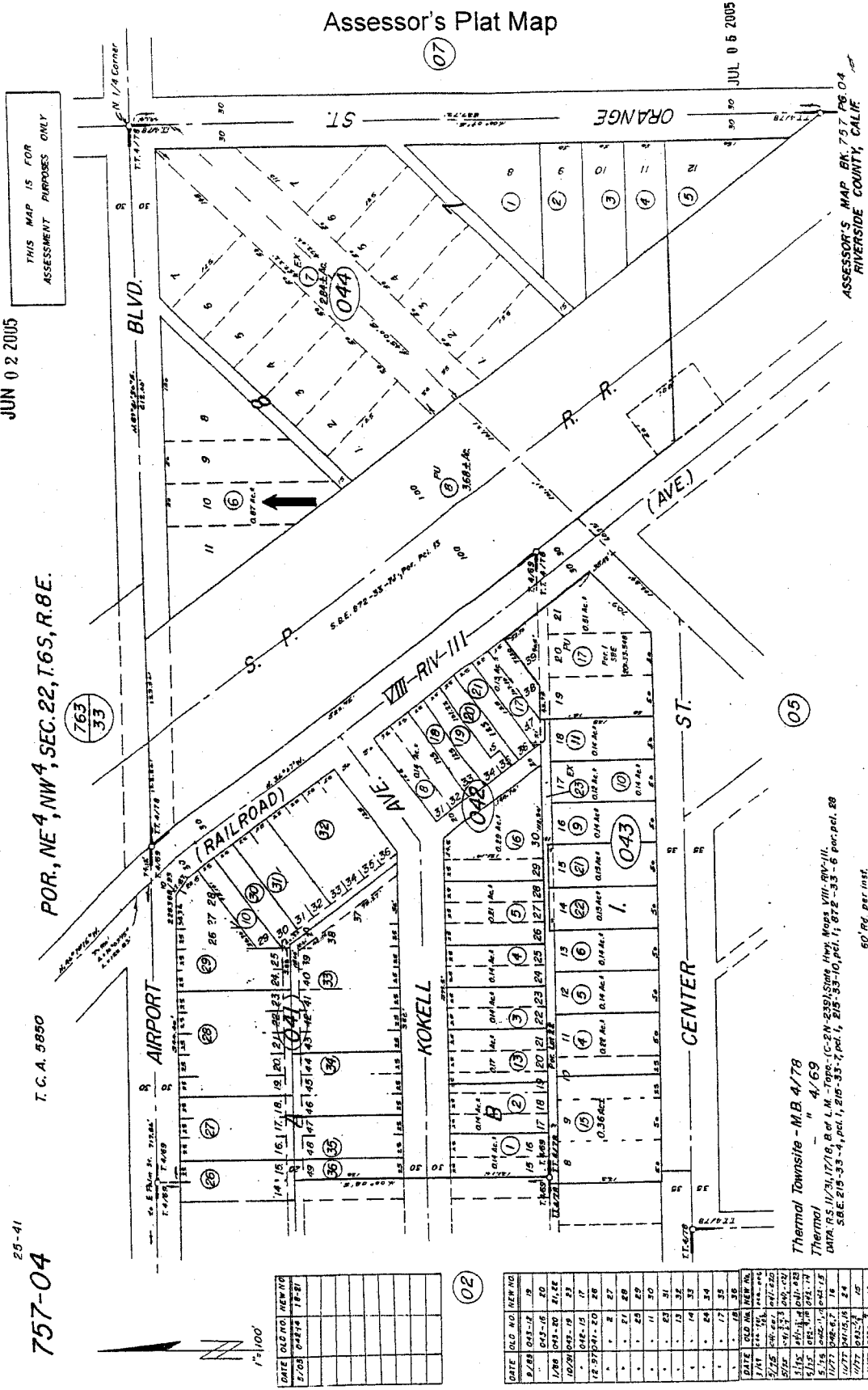
19 By:  _____
Deputy

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

23 By:  _____
24 Patricia Munroe
25 Deputy County Counsel

ATTACHMENT "1"

Assessor's Plat Map



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

JUN 02 2005

POR, NE 4, NW 4, SEC. 22, T. 6S, R. 8E.

T. C. A. 9850

757-04

25-41

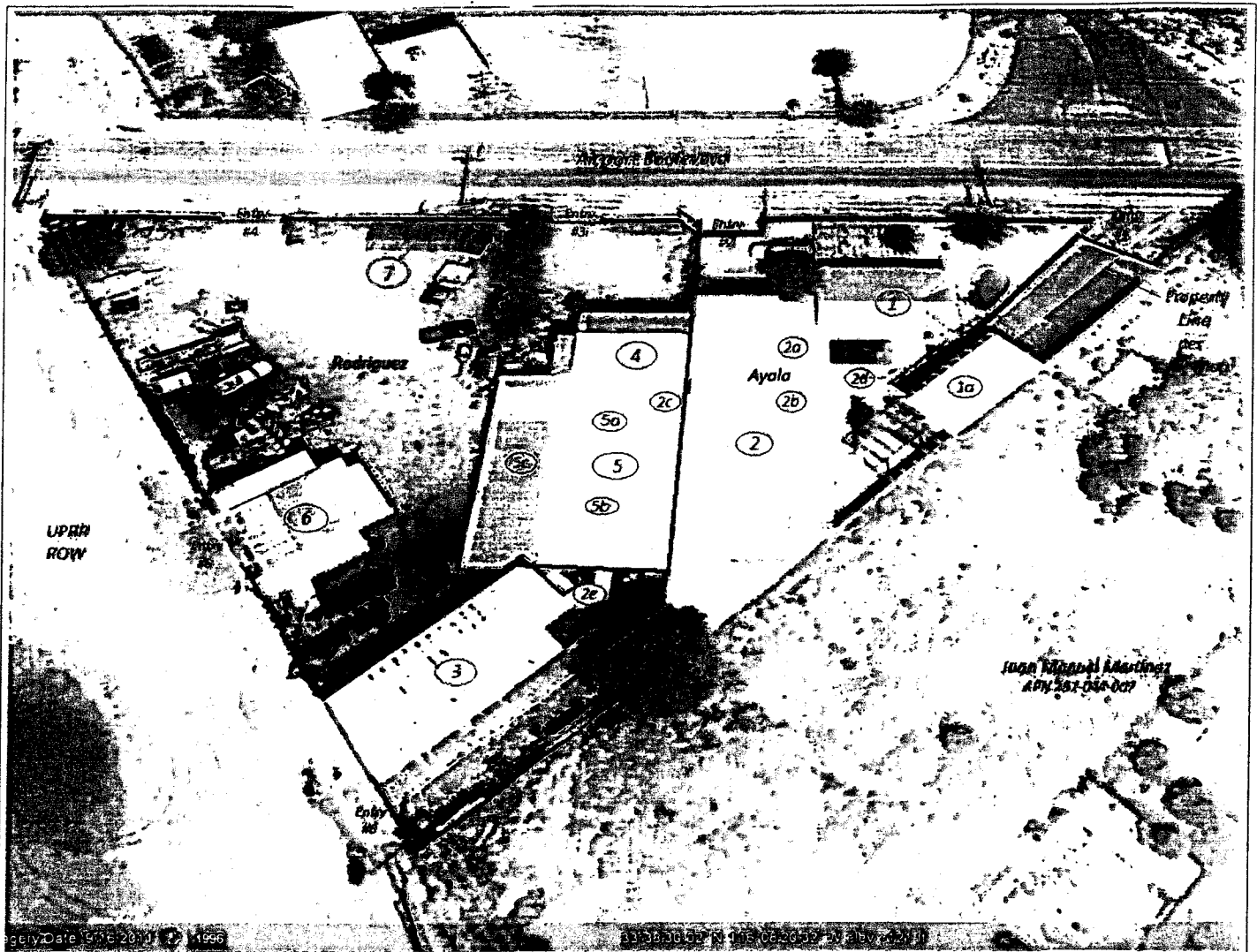
DATE	OLD NO.	NEW NO.
2/03	044-12	18-21
1/98	044-20	01-22
10/29	044-19	03
01-15	17	
12-31-91	20	28
01-27-88	27	
01-23-89	29	
11-30	30	
03-31	31	
03-32	32	
04-33	33	
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04-50	50	

DATE	OLD NO.	NEW NO.
2/03	043-12	19
1/98	043-20	01-22
10/29	043-19	03
01-15	17	
12-31-91	20	28
01-27-88	27	
01-23-89	29	
11-30	30	
03-31	31	
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04-50	50	

Thermal Townsite - M.B. 4/78
 Thermal
 Thermal Townsite - M.B. 4/69
 Thermal
 DTA. R.S. 11/31/16, B of L.M. - Trage. (C-2N-259) State Hwy. Map, VIII, 08-11
 S.B.E. 219-33-4, p. 1, 219-33-10, p. 1, 012-33-3, 6 parcel, 88
 60' Rd. per inst.
 32652 4/59
 FEBRUARY 1967

JUL 05 2005

ASSESSOR'S MAP BK. 757 PG. 04
 RIVERSIDE COUNTY, CALIF.



Subject Property Aerial Site Plan
Aerial Oblique looking North

Item	Description	Comments
1.	Ayala Residence	4Bd/2Ba
1a.	Covered Parking	Open sided steel frame structure on asphalt paved driveway; most of the structure has a corrugated metal cover (por. open).
2.	Ayala's Auto Repair	Open sided steel frame work area w/ corrugated metal roof cover; concrete floor, ample power, secured shop space. No HVAC, no plumbing. The E. wall of the adj. Shop Bldg serves this work space also.
2a.	Machine Shop	Includes partition wall (por. plexi glass) along the north elevation and a portion of the west elevation.
2b.	Auto Repair Bays	3 above ground auto lifts (personal property; not included in appraisal).
2c.	Ayala's Auto Repair - Office	Customer check-in; this office and adjacent 2-piece restroom is a portion of the Shop Building.
2d.	Storage Building	Freestanding wood frame storage building used for auto parts storage; concrete slab, lighting, power (no HVAC/no plumbing).
2e.	Oil Pit	Open oil pit/pond; above ground storage tank is personal property (not included in this appraisal).
3.	Ayala's Welding & Steel Supply	Steel frame covered work area w/ corrugated metal sheeting on two sides (northwest and southwest sides); limited use at present.
4.	Rodriguez Residence	2Bd/1Ba
5.	Shop Building	Wood frame shop building w/ corrugated metal roof cover and siding.
5a.	Adrian's Cabinet Shop	Occupies northerly two bays
5b.	Coachella's Tire Shop	Occupies southerly two bays
5c.	Covered Work Area/Awning	Steel frame/metal awning extension of Shop Bldg on concrete slab.
6.	Covered Work Area - Coachella's Tire	Open sided steel frame structure on concrete pad w/ power; trailers on either side are personal property (not included in this appraisal).
7.	Steel Frame Parking Cover	No roof cover at present; dirt floor (no power).

ATTACHMENT "3"

Inventory of Fixtures and Equipment

Item	Quantity	Description	Market Value
Office (Attached)			
1	1	Computer network	\$175
2	1	Phone system	\$150
3	1	Closed circuit television system with 4 cameras and 2 monitors	\$1,350
4	1	Air conditioner, room Goldstar ½ ton (est)	\$100
		Total Office (attached)	\$1,775
Machine Shop Storage (Attached)			
5	1	Shelf unit 138" x 36" x 77" Wd. 3 tier	\$175
6	1	Truck body 24" x 8" x 8" Mtl. Const	\$3,000
		Total Machine Shop Storage (attached)	\$3,175
Shop Area (Attached)			
7	2	Hoists, automotive Bend Pak 9,000 lb. cap.	\$4,500
8	---	Wiring Conduit ½" - 50'	\$325
		Total Shop Area (attached)	\$4,825
Compressor Area (Attached)			
9	1	Air compressor 2 cyl, 2 stg 10 hp (est) 60 gal rec.	\$500
10	1	Air compressor Campbell Hausfeld 2 cyl. Sgl stg 6 ½ hp 60 gal rec.	\$700
11	--	Piping PVC ¾" -260'	\$1,450
12	--	Waste oil tank	\$400

Item	Quantity	Description	Market Value
13	1	Containment dike 22 lf x 1 1/2' Concrete block	\$165
14	1	Part washer American Jet Tech Corporation mdl. 2430E ser. 100-4	\$350
15	1	Pressure washer HD powerwasher w/ 1 wash cabinet 31" x 24" x 60" Stl. Const. 1 rinse sink 36" x 22" Mtl. const 1 canopy 10' x 3' x 8' Mtl. Const.	\$450
		Total Compressor Area (attached)	\$4015
Welding Shop Storage (Attached)			
16	1	Truck body 16' x 8' x 8' Mtl. Const.	\$2,500
17	1	Shelf unit 10' x 1 1/2' x 6 1/2' Wd/sd, 5 tier	\$210
		Total Welding Shop Storage (attached)	\$2,710
Welding Shop (Attached)			
18	--	Wiring Load center 125 amp, 4 p with 4 breakers Receptacles (13) Conduit 1" - 40' 3/4" - 130'	\$1,125
Signs (Attached)			
19	2	Signs 8' x 4' Wd/mtl "Ayala's"	\$1,080
20	1	Sign 5' x 3' Painted on wd. "Ayala's"	\$300

Item	Quantity	Description	Market Value
21	1	Sign 8' x 4' Painted on wd. Mtl frame Dbl face "Santa Fe Welding"	\$915
22	1	Sign 8' x 4' Painted on wd Mtl frame Dbl face "Ayala's"	\$1,800
		Total Signs (attached)	\$4,095
Office (Moveable)			
23	3	Desks, wd. 48" x 24", S/P with hutch	\$795
24	1	Swivel arm chair Plastic, cloth	\$220
25	2	Steno chairs Plastic, cloth	\$210
26	1	Steno chair Plastic, vinyl	\$30
27	1	Shelf unit 28" x 14" x 60" Mtl/glass, 4 tier	\$210
28	2	Files, stl 2 drw. Letter	\$180
29	1	Desk, wd/stl 43" x 24" w/shelf	\$165
30	2	Files, stl 4 drw, legal	\$270
31	1	Drawer unit 22" x 16" x 32" Wd. 4 drw.	\$78
32	1	Drawer unit 22" x 16" x 21" Wd. 2 drw.	\$48
33	1	Fax machine Hewlett Packard mdl. 640	\$35
34	1	Scanner Innova	\$138

Item	Quantity	Description	Market Value
		mdl. 3120	
35	1	Scanner Snap-On mdl. EEMS300 ser. 483HDE-001225 w 20 modular	\$4,625
36	1	Computer system with 2 computers Compaq "Presario" mdl. SR 1230NX w/monitor 1 printer Lexmark "Interact" mdl. 8000 1 printer Hewlett Packard "Photosmart" mdl. C6380	\$500
37	1	Misc. office equipment comprising: 13 tray files 1 paper shredder 2 calculators 3 waste baskets, 5 pictures, 1 heater, 1 paper cutter	\$615
		Total Office (moveable)	\$8,119
Machine Shop (Moveable)			
38	1	Sand blast cabinet Ikonics Imaging "Crystal Blast" mdl. 3624 ser. 53171009	\$4600
39	1	Bead breaker custom made stl. const. hydraulic press battery operated	\$300
40	1	Shop press Hicks Enterprise 12 ton cap Pneumatic	\$280
41	1	Bead breaker Custom made stl. const. hydraulic press 10" dia tire	\$150
42	1	Drill/mill	\$650

Item	Quantity	Description	Market Value
		16" sw 29" x 8" table with mill vise	
43	1	Seat and guide machine Van Norman mdl. 650 ser. 2490 with stand	\$2,300
44	23	Counter Bores Van Norman	\$12,075
45	1	Tube bender Worth Manufacturing "Bend-O-Matic" mdl. 140 ser. 3926 with dies	\$3,000
46	1	Sand blast cabinet Snap-On mdl. YA434B ser. SO 02404	\$500
47	1	Valve grinder Sioux Tools Incorporated mdl. 200	\$600
48	1	Valve seat grinder Gear & Engineer Corporation mdl. 011 with 23 heads, 1 stand	\$5100
49	1	Break drum lathe Ammco	\$1,150
50	1	Disk lathe Ammco "Hustler" mdl. 200 ser. 9360-A with cart stand	\$2,000
51	1	Head surface Van Norman mdl. 570 (est)	\$1,750
52	2	Work benches 50" x 25" stl. 2 shelf	\$300
53	1	Flywheel grinder Torbin-Arp Manufacturing mdl. TAG/20 18" dia Ser. 345	\$3,500
54	1	Lathe Promax mdl. LE-1332	\$3,500

Item	Quantity	Description	Market Value
		12" sw x 36"	
55	1	Belt sander Central Machinery 6" x 20"	\$80
56	1	Bench grinder 8" dia with stand	\$80
57	1	Miscellaneous equipment comprising: 1 stand, 2 stools, 3 floor mats, 1 torch, 1 fire extinguisher	\$360
		Total Machine Shop (moveable)	\$42,275
Machine Shop Storage (Moveable)			
58	1	Miscellaneous equipment: 1 storage cabinet w/stand, 1 parts bin, 1 folding table, 6 storage bins (plastic), 1 heater, 1 drawer unit, 18 drw.	\$660
59	1	Miscellaneous tools: smoke machine, air compressor, circular saw, impact driver, paint sprayer, tool sets, torque wrench	\$1875
60	1	Fan, portable 48" diameter	\$290
61	1	Honing Drill-custom made	\$7200
		Total Machine Shop Storage (moveable)	\$10,025
Shop Area (Moveable)			
62	1	Fuel injector tester MotorVac Technologies Incorporated "Carbon Clean" mdl. FM w/stand	\$1,950
63	1	Part Washer	Not company owned
64	1	Lateral file 42" wide Stl, 5 drw.	\$75
65	2	Floor jacks	\$400
66	2	Tool carts	Not company owned
67	1	Shelf unit 90" x 12" x 84" Stl, 5 tier	\$270
68	1	Steam cleaner All American Cleaning "Alkota" mdl. 4180	\$2,525
69	1	Miscellaneous shop equipment: 2 stands, 2 ramps, 8 jack stands, 7 carts, 1 engine	\$2,000

Item	Quantity	Description	Market Value
		hoist, 2 engine stands, 1 waste oil receiver, 1 fan (36" dia), 1 transmission jack	
		Total Shop Area (moveable)	\$7,220
Welding Shop Storage (Moveable)			
70	1	MIG welder Lincoln "Weld Pak 180HD" 180 amp Ser. M3100200816 w/cart	\$750
71	1	MIG welder Snap-On mdl. MM250SL 200 amp Ser. 5234 w/cart	\$1,300
72	1	Plasma cutter Snap-On mdl. YA 2230	\$850
73	1	Welding outfit Oxy.acetylene Medium duty	\$550
74	1	TIG welder Lincoln "Square Wave" 175 amp, AC/DC	\$1,500
75	1	TIG welder Miller "Syncrowave 250" Stk no. 903580 250 amp Ser. KK178823	\$4,200
76	1	Arc welder Lincoln mdl. AC-225 225 amp, AC	\$300
77	1	Generator, stand by Coleman "Powermate" mdl. PRO 8750	\$1,350
78	1	Miscellaneous power equipment: 1 cut off saw, 5 disk grinders, 1 belt sander, 1 sheet sander, 2 drills, 1 jig saw, 1 leaf blower	\$1,325

Item	Quantity	Description	Market Value
		Total Welding Shop Storage (moveable)	\$12,125
Welding Shop (Moveable)			
79	1	Drill press Wilton mdl. SC-16N 16" sw w/mill vise	\$1,200
80	1	Bench grinder Ryobi mdl. BGH827 8" wheel w/stand	\$50
81	1	Work bench 8' x 4' Stl, 1 shelf	\$375
82	2	Roll conveyors 2' x 10' Stl const. Rolls, 3" c	\$260
83	1	Cut off saw Bosch mdl. 3814 14" dia Ser. 49013-0575	\$92
84	1	Power bender Custom made 36" x 22" x 60" Stl frame Gear head motor	\$320
85	1	Forklift Toyota 4,000 lb. cap.	\$5,000
86	1	Battery charger Schumacher mdl. SE-2352 200 amp.	\$80
87	1	Band saw, horizontal W.F. Wells & Sons mdl. L-9 ser. 825317	\$400
88	1	Stock rack 194" x 100" x 102" Stl const.	\$2,500

Item	Quantity	Description	Market Value
		3 frame, 50 slot	
89	1	Miscellaneous welding shop equipment: 1 hydraulic jack, 6 carts, 3 stands, 3 stock racks	\$840
		Total Welding Shop (Moveable)	\$11,117
Vehicles			
90	1	Tow truck-flat bed Navistar International mdl 4700 VIN 1HTSCAAM01H338094 188" wheel base 5 speed transmission diesel engine, 6 cyl w/flat bet Jarr-Dan mdl VIN 150 20' tilt bed ser. 50206 w/lift wrench	\$24,000
		Total Vehicles	\$24,000
Supplies			
91	60	Engine heads	\$9000
92	1	Lot misc. steel	\$4600
93	8	Air Cylinders 4-size 5, 4-size 4	\$1650
		Total Supplies	\$15,250
TOTAL FIXTURES AND EQUIPMENT			\$151,851

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