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



FROM: Economic Development Agency/Facilities Management and

Transportation Department

November 8, 2012

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Airport Boulevard Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the attached Right of Way Acquisition Agreement for Parcel 0241-012A and Temporary Construction Access Agreement for Parcel 0241-012B, all within a portion of Assessor's Parcel Number 757-021-012;
- 2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

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	Juan C. Perez, Di	rector	·	Robert F	ield		
À	Transportation an	d Land Management		Assistan	t County Executive	e Officer/EDA	
		Current F.Y. Total Cost:	\$ 16	5,100	In Current Year E	Budget:	Yes
	FINANCIAL	Current F.Y. Net County Cost:	\$	0	Budget Adjustme	ent:	No
NG	DATA	Annual Net County Cost:	\$	0	For Fiscal Year:		2012/13
WONG	COMPANION ITE	M ON BOARD AGENDA: No)				
SAMUEL	SOURCE OF FUI	NDS: Coachella Valley Associ	ation of	Governr	ments –	Positions Deleted Per	1 1 1
SA	10070					Requires 4/5	i Vote
Policy	C.E.O. RECOMM	BY 1	OVE WW nnifer W	Sargei	refit		
v	County Excount	C C			· · · · · · · · · · · · · · · · · · ·		

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

Navs:

(Continued)

None

Absent:

Tavaglione

Date:

November 20, 2012

XC:

EDA, Transp.

Kecia Harper-Ihem

Clerk/of the Board

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

District: 4/4

Agenda Numbe

WITH THE CLERK OF THE BOARD

(Rev 08/2010)

FORM APPROVED COUNTY COUNSE!

FISCAL PROCEDURES APPROVED

PAUL ANGULO, C BY Asmuel

 \boxtimes

Dep't Recomm.:

Exec. Ofc.:



Economic Development Agency/Facilities Management and Transportation Department Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Airport Boulevard Grade Separation Project November 8, 2012 Page 2

RECOMMENDED MOTION: (Continued)

- 3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
- 4. Authorize and allocate the sum of \$2,241 to acquire Parcel 0241-012A and \$259 to temporarily acquire Parcel 0241-012B, all within a portion of Assessor's Parcel Number 757-021-012 and \$13,600 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation project located at the at-grade crossing of Airport Boulevard and the Union Pacific Railroad (UPRR) tracks by raising the roadway over the railroad and constructing an overcrossing structure that will span the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard (Project). The Project is needed in order to improve public safety by eliminating the conflicting train/vehicle/pedestrian movement. The Project will also serve to significantly reduce traffic delays at Airport Boulevard caused by the at-grade crossing and improve the efficient movement of goods through Riverside County.

The Project will maintain access to Airport Boulevard from Grapefruit Boulevard and the adjacent properties. Palm Street would be extended to the north from the intersection of Airport Boulevard to Grapefruit Boulevard, Grapefruit Boulevard will be widened at this intersection to accommodate a left turn onto Palm Street and a southbound deceleration lane to a right turn into Palm Street. The south side of Airport Boulevard will be accessed by a new frontage road adjacent to the new raised Airport Boulevard.

The Notice of Exemption was filed and posted on July 28, 2011. RCTD staff conducted a review of the Project and it is exempt for the provisions of the California Environmental Quality Act (CEQA).

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

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

FINANCIAL DATA: (Commences on Page 3)



Economic Development Agency/Facilities Management and Transportation Department
Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Airport
Boulevard Grade Separation Project
November 8, 2012
Page 3

FINANCIAL DATA:

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

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

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) and has been or will be reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department. All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement Temporary Construction Access Agreement



PROJECT: AIRPORT BOULEVARD GRADE

SEPARATION PROJECT

PARCEL:

0241-012A

APN:

757-021-012 (PORTION)

RIGHT OF WAY ACQUISITION AGREEMENT

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

RECITALS

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

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

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



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

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

1. County shall:

- A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow Holder") upon execution of a fully executed Agreement ("Effective Date").
- B. Pay to the undersigned Grantor(s) by tendering payment to the Escrow Holder in the amount of Two Thousand Two Hundred and Forty One Dollars (\$2,241) ("Purchase Price"), which is specifically agreed by the Parties to be the full amount of compensation due and owing to Grantor for the ROW, conveyed by said deed, when title to said ROW vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable, except:
 - a. Current fiscal year, including personal property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State of California.
 - b. Easements or rights of way of record over said land for public or quasi-public utility or public street purposes, if any.
 - c. Any items on the Preliminary Title Report (PTR) not objected to by County in a writing provided to Escrow Holder before the Close of Escrow.
 - d. All other taxes owed whether current or delinquent are to be current.
- C. At closing or Close of Escrow, have the authority to deduct and pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle all real property taxes, bonds, and assessments in the following manner:



- a. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. Seq., of the Revenue and Taxation Code.
- b. As a deduction from the amount shown in Paragraph 1B, County is authorized to pay any unpaid liens or taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to.
- c. Pay reasonable escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefore. Said escrow and recording charges shall not, include documentary transfer tax.
- D. Direct Escrow Holder to disburse purchase price minus any and all charges due upon Close of Escrow in accordance with escrow instructions.
- E. Pay Grantor to replace the items listed in Attachment "3." The amount is included in Paragraph 1B above.
- F. Not oversee nor bear responsibility for ensuring whether Grantor expends the compensation tendered to Grantor to replace items described in Attachment "3."

2. Grantor shall:

- A. Execute and acknowledge and will deliver to Lorie Houghlan, Real Property Agent for the County or to the designated escrow company, an Easement Deed in favor of the County, dated ______ identified as Parcel Number 0241-012A.
- B. Indemnify, defend, protect, and hold the County of Riverside, its Agencies, Districts, Departments, their respective directors, Board of Supervisors, elected and appointed officials, employees, agents, representatives, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,



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

- C. Be obligated hereunder to include without limitation, and whether forseeable or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue under the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.
- 3. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all parties. The amount shown in Paragraph 1B includes, but is not limited to, full payment for such possession and use.
- 4. This Right of Way Acquisition Agreement embodies all of the considerations agreed upon between the County and Grantor. This Agreement was



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

- 5. The performance of this Agreement constitutes the entire consideration for the acquisition of the property under this Agreement and shall relieve the County of all further obligations or claims on account of the acquisition of the property referred to herein or an account of the location, grade or construction of the proposed public improvement.
- 6. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquired any right of virtue of this Agreement.
- 7. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
- 8. This Agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it prepared this Agreement in its executed form.
- 9. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 10. Grantor, (his/her/its/their) assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder.



1	
1	11. 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.
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6	(SIGNATURES ON NEXT PAGE)
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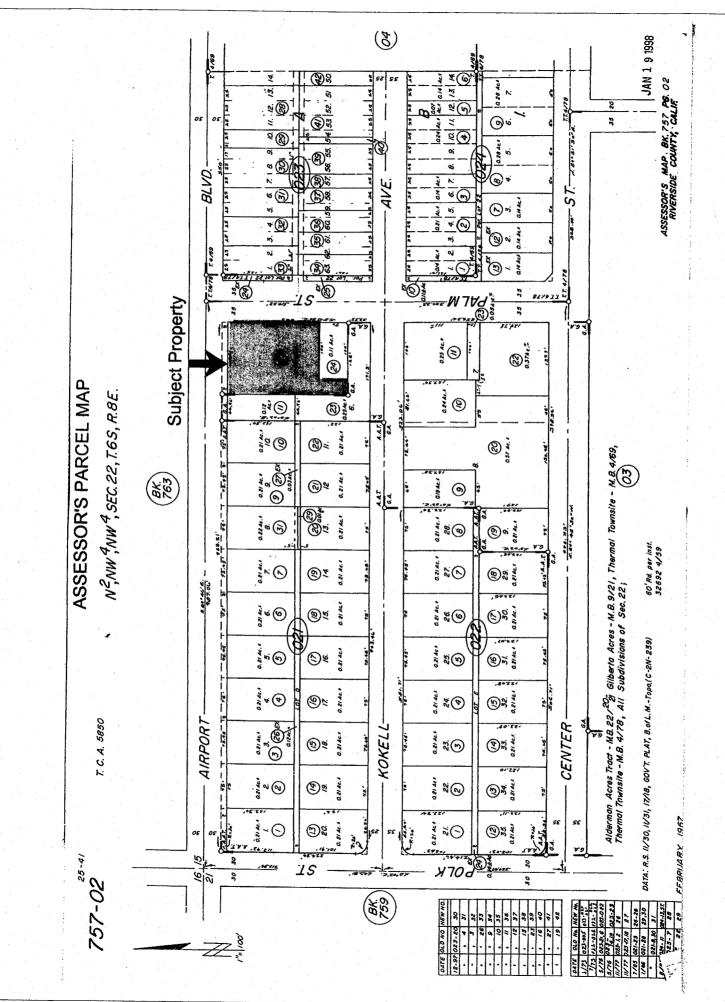
1	In Witness Whereof, the Parties have ex	recuted this Agreement the day and year
2	below written.	
3		
4	Dated:	
5		GRANTOR: ROSALIE A. ALEXANDER, an
6		unmarried woman
7		Du Paralia a alerbordan
8		By: Rosalie A. Alexander
9		Its:
10		By:
11		
12		COUNTY OF RIVERSIDE
13		
14	ATTEST: Kecia Harper-Ihem	By: Company
15	Clerk of the Board	John Tavaglione, Chairman
16	1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	Board of Supervisors
17	By: A MILLIAN OF THE POPULAR OF THE	
18	Deputy /	
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20	APPROVED AS TO FORM:	
21	Pamela J. Walls County Counsel	
22	By:	
23	Synthia M. Gunzet Patricia Munkoe	
24	Deputy County Counsel	
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ATTACHMENT "1"

Assessor's Plat Map







Attachment "2" Parcel 0241-012A Legal Description and Plat Map



EXHIBIT "A" LEGAL DESCRIPTION PARCEL 0241-012A

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

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

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

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

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

THENCE N 45°07 36° W. A DISTANCE OF 7 87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD:

THENCE N 89°49'04' E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 5 56 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING. 16 SQUARE FEET, OR 0.000 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983. ZONE 6 MULTIPLY DISTANCES SHOWN BY 1 000020640 TO OBTAIN GROUND DISTANCE

APPROVED BY PG No. 7912

DATE: 9-7-11

SEE ATTACHED EXHIBIT 'B"

No. 7912

Exp. 12-31-11

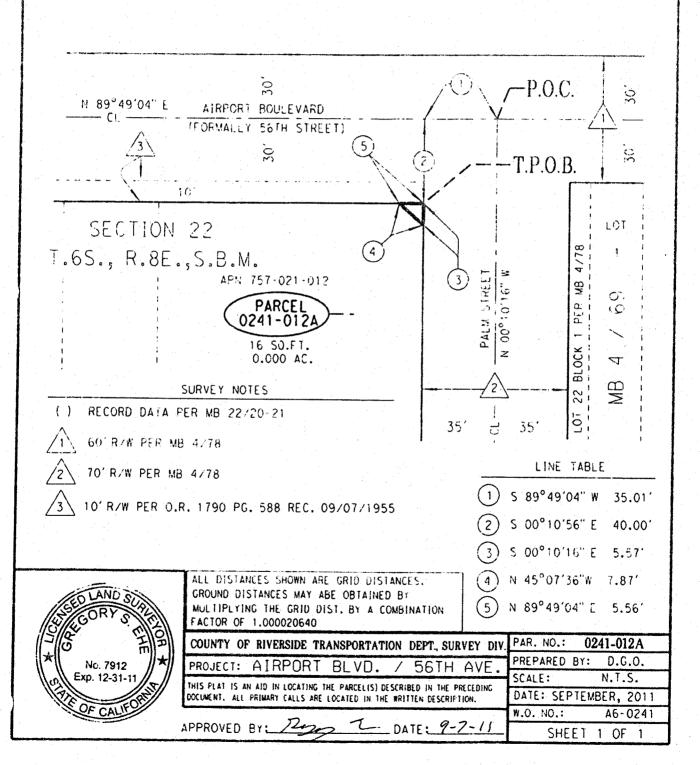
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EXHIBIT "B"

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N.T.5.



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ATTACHMENT "3"

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



from the thirty (30) day written notice, or until completion of said project, whichever

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 occurs later.

- 4. It is understood that the County may enter upon the TCA Area where appropriate or designated for the purpose of getting equipment to and from the TCA Area. County agrees not to damage the TCA Area in the process of performing such activities.
- 5. County agrees to protect in place 120 linear feet of 5-foot high chain link fence with top rail.
- 6. At the termination of the period of use of TCA Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.
- 7. Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCA Area permitted under this Agreement; however, this hold harmless agreement does not extend to any property damage the undersigned may have suffered by reason of hazardous waste on the property nor does it hold harmless the owner(s) from any liability as a consequence of the presence of hazardous waste on the property.
- 8. Grantor hereby warrants that they are the owners of the Property described above and that they have the right to grant County permission to enter upon and use the Property.
- 9. This Agreement is the result of negotiations between the parties hereto. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof. No provision contained herein shall be construed against the County solely because it provided or prepared this Agreement in its executed form.
- 10. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
- 11. This Agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.



- 12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder.
- 13. County shall pay to the order of Grantor the sum of Two Hundred and Fifty Nine Dollars (\$259) for the right to enter upon and use the TCA Area in accordance with the terms hereof.
- 14. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(SIGNATURES ON NEXT PAGE)



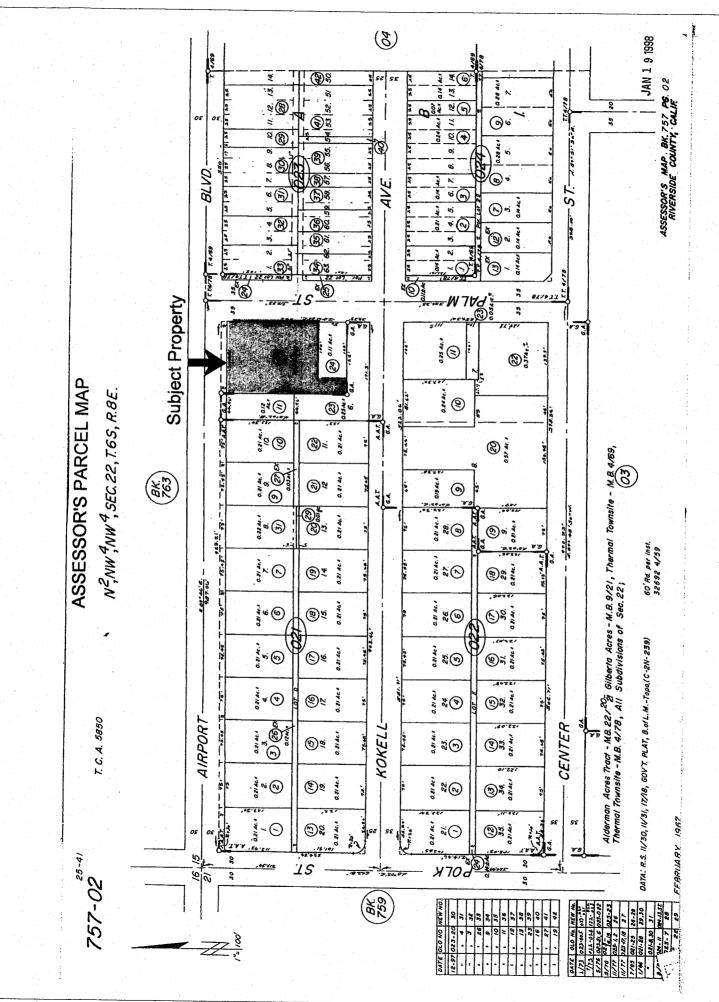
1	In Witness Whereof, the Parties have e	executed this Agreement the day and year
2	below written.	
3	Dated:	
4 5		GRANTOR: ROSALIE A. ALEXANDER, an
		unmarried woman
6		Bu Basal. A. Maria!
7		By: <u>Rosalie A. Alexander</u>
8		Its:
9		By:
10		
11	NOV 2 0 2012	
12	Dated:	COUNTY OF RIVERSIDE
13		
14	ATTEST: Kecia Harper-Ihem	By Change
15	Clerk of the Board	John Tavaglione Chairman
16	By: Dell Martin	Board of Supervisors
17	Deputy	
18		
19	APPROVED AS TO FORM:	
20		
21	Pamela J. Walls County Counsel	
22		
23	By: Out this M. Coursel Co. (1)	
24	Synthia M. Gunzel. Patricia muake Deputy County Counsel	
25		
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Attachment "1"

Assessor's Parcel Map





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ATTACHMENT "2" 0241-012B Legal Description & Plat Map



EXHIBIT "A" LEGAL DESCRIPTION PARCEL 0241-012B

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

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

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

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

THENCE N 89°49'04" E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 119 45 FEET.

THENCE S 45 07 36 E. A DISTANCE OF 7.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PALM STREET:

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

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

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

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

CONTAINING: 639 SQUARE FEET, OR 0.015 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6 MULTIPLY DISTANCES SHOWN BY 1.000020640 TO OBTAIN GROUND DISTANCE.

APPROVED BY: 12-7-11

PAGE 1 OF 1

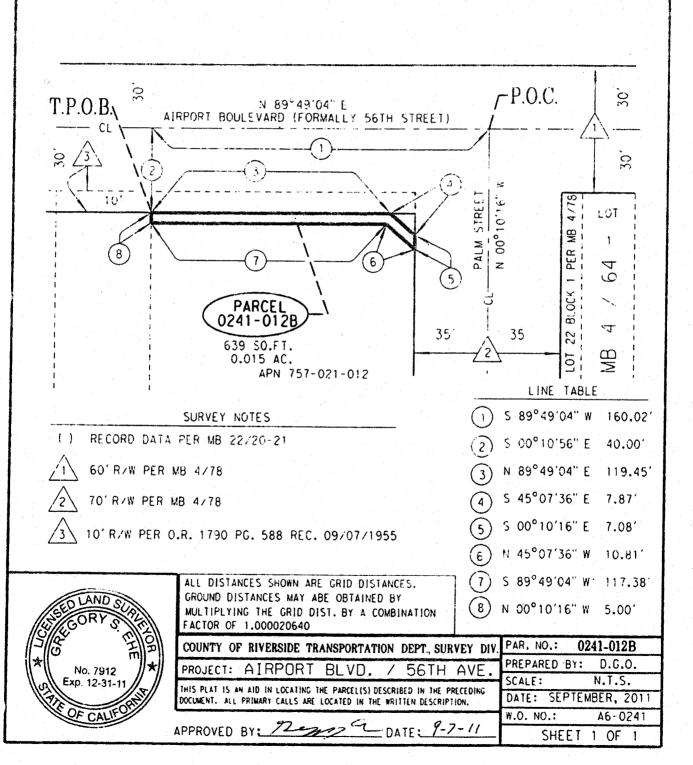
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M.T.s.

EXHIBIT "B"

SECTION 15

.65., R.8E.,J.B.M.



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