

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

330A



**FROM:** Economic Development Agency/Facilities Management and Transportation Department

**SUBMITTAL DATE:**  
January 17, 2013

**SUBJECT:** Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Sunset Avenue Grade Separation Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0529-002A and Temporary Construction Access Agreement for Parcel 0529-002B, all within a portion of Assessor's Parcel Number 538-190-014;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

Jan 16, 2013

(Continued)

Juan C. Perez, Director  
Transportation and Land Management

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 114,900	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:** City of Banning – 100%

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** January 29, 2013  
**xc:** EDA, Auditor, Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: Deputy

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

3-21

ATTACHMENTS FILED WITH THE CLERK

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

FISCAL PROCEDURES APPROVED  
 PAUL ANSULLO, CPA, AUDITOR-CONTROLLER  
 BY:

FORM APPROVED COUNTY COUNSEL  
 BY:

**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 \$80,660 to purchase Parcel 0529-002A and \$14,340 for a temporary construction easement on Parcel 0529-001B, all within a portion of Assessor's Parcel Number 538-190-014 and \$19,900 to pay all related transaction costs.

**BACKGROUND:**

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation at the Union Pacific Railroad (UPRR) and Sunset Avenue at-grade crossing in the City of Banning. The existing grade on Sunset Avenue would be lowered to obtain vertical clearance between Sunset Avenue and the existing railroad tracks (Project). As part of the Project, a new railroad bridge structure would be constructed and Sunset Avenue would be reconstructed to maintain two existing through lanes in each direction with added sidewalks for pedestrian circulation. In addition, the existing on/off ramps at the I-10/Sunset Avenue interchange would be reconstructed to accommodate the changes in elevation. The new ramps would be constructed within the same general alignment as the existing ramps.

Connection of the proposed grade separation would require a temporary shoo-fly track adjacent to and south of the existing UPRR mainline. A shoo-fly is a temporary by-pass necessary to maintain rail circulation through the project area during construction of the new structure. The shoo-fly would consist of two tracks constructed within the existing UPRR right-of-way extending both east and west of Sunset Avenue. Upon completion of the structure, the shoo-fly would be removed.

The Project is needed in order to improve traffic flow and increase public safety by eliminating the conflicting train/vehicle movement. This will serve to end traffic delays for motorists and emergency vehicles traveling north or south on Sunset Avenue caused by the at-grade crossing, as well as improve the efficient movement of goods through Riverside County.

The Notice of Exemption was filed and posted on December 8, 2010. RCTD staff conducted a review of the Project and it is exempt for the provisions of the California Environmental Quality Act (CEQA) based on Section 15282(g).

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion Section 6004; 23 CFR 771.117(d)(3) was approved on February 5, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

(Continued)

**BACKGROUND:** (Continued)

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of permanent and temporary rights of a portion of Assessor's Parcel Number 538-190-014 from Oakwood Investments, LLC for the price of \$95,000. There are costs of \$19,900 associated with this transaction. Oakwood Investments, LLC will execute an Easement Deed for slope and maintenance purposes referenced as Parcel 0529-002A in favor of the City of Banning for a portion of Assessor's Parcel Number 538-190-014.

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 acquisition and temporary construction access of a portion of Assessor's Parcel Number 538-190-014:

Acquisition	\$80,660
Temporary Construction Access	\$14,340
Estimated Title and Escrow Charges	\$2,000
Preliminary Title Report	\$400
County Appraisal	\$5,500
EDA/FM Real Property Staff Time	\$12,000
Total Estimated Acquisition Costs	\$114,900

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 costs will be incurred as a result of this transaction.

**Attachments:**

Right of Way Acquisition Agreement  
Temporary Construction Access Agreement

1 PROJECT: Sunset Avenue Grade Separation

2 PARCEL: 0529-002A

3 APN: 538-190-014 (Portions)

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and Oakwood Investments, LLC ("Grantor"). County and Grantor are  
9 sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the City of  
12 Banning, County of Riverside, State of California, as depicted on the Plat Map  
13 identified as Attachment "1," attached hereto and made a part hereof. The real  
14 property consisting of 7.91 acres of land and is also known as Assessor's Parcel  
15 Number: 538-190-014 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desire to  
17 purchase a portion for an easement for slope and maintenance purposes, in the  
18 Property ("ROW"), for the purpose of constructing the Sunset Avenue Grade  
19 Separation Project ("Project") as follows: a Slope and Maintenance Easement Deed in  
20 favor of the City of Banning referenced as Parcel 0529-002A and described on  
21 Attachment "2" attached hereto and made a part hereof; pursuant to the terms and  
22 conditions set forth herein; and

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

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

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

6 1. County shall:

7 A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow  
8 Holder") upon execution of a fully executed Agreement ("Effective Date").

9 B. Pay to the undersigned Grantor(s) by tendering payment to the  
10 Escrow Holder in the amount of Eighty Thousand Six Hundred Sixty Dollars (\$80,660)  
11 ("Purchase Price"), which is specifically agreed by the Parties to be the full amount of  
12 compensation due and owing to Grantor for the ROW, conveyed by said deed, when  
13 title to said ROW vests in County free and clear of all liens, encumbrances, easements,  
14 leases (recorded or unrecorded), and taxes except those encumbrances and  
15 easements which, in the sole discretion of the County, are acceptable, except:

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

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

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

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

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

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

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

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

10 2. Grantor shall:

11 A. Execute and acknowledge and will deliver to Craig Olsen, Real  
12 Property Agent for the County or to the designated escrow company, a Slope and  
13 Maintenance Easement Deed in favor of the City of Banning dated 11/16/2012  
14 identified as Parcel Number 0529-002A;

15 B. Represent and warrant that during the period of Grantor's  
16 ownership of the property that Grantor has no knowledge of any disposal, release or  
17 threatened release of hazardous substances or hazardous waste substances on, from,  
18 or under the property. Grantor further represents and warrants that Grantor has no  
19 knowledge of any disposal, release, or threatened release of hazardous substances or  
20 hazardous waste substances, on, from or under the property which may have occurred  
21 prior to Grantor taking title to the property.

22 C. The acquisition price of the property being acquired in this  
23 transaction reflects the fair market value of the property without the presence of  
24 contamination. If the property being acquired is found to be contaminated by the  
25 presence of hazardous waste which requires mitigation under Federal or State Law,  
26 the County may elect to recover its cleanup costs from those who caused or  
27 contributed to the contamination.

1 MISCELLANEOUS

2 3. County and Grantor acknowledge that the slope easement in favor of the  
3 City of Banning identified in Attachment "2", attached hereto and made a part hereof,  
4 will be maintained by the City until the slopes are no longer needed. Grantor shall not  
5 change the grade of the slope while needed. County and Grantor acknowledge that as  
6 part of the consideration herein, the slope easement can terminate when the slope is  
7 no longer necessary per the following: Grantor grants the slope easement, reserving  
8 unto Grantor the right at any time to remove such slopes or portions thereof upon  
9 removing the necessity for maintaining such slopes or portions thereof or upon  
10 providing in place thereof other adequate lateral support, the design and construction  
11 of which shall be first approved by the City of Banning, for the protection and support of  
12 Sunset Avenue.

13 4. The Parties acknowledge that, one point of access off of Sunset Avenue  
14 will be allowed, the specific location of which shall be determined and approved by the  
15 City of Banning, upon submittal of future plans by Grantor.

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

21 6. County is a public entity possessing the authority to acquire real property  
22 through eminent domain proceedings. The Parties acknowledge that the Property is  
23 being conveyed by Grantor to County in lieu of condemnation by County.

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





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

3 Dated: 11/28/2012

4 GRANTOR:

5 **Oakwood Investments, LLC**

6 By: Shobhana Madan

7 Name: SHOBHANA MADAN

8 Its: MEMBER

9  
10  
11  
12 COUNTY OF RIVERSIDE, a political  
13 subdivision of the State of California

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

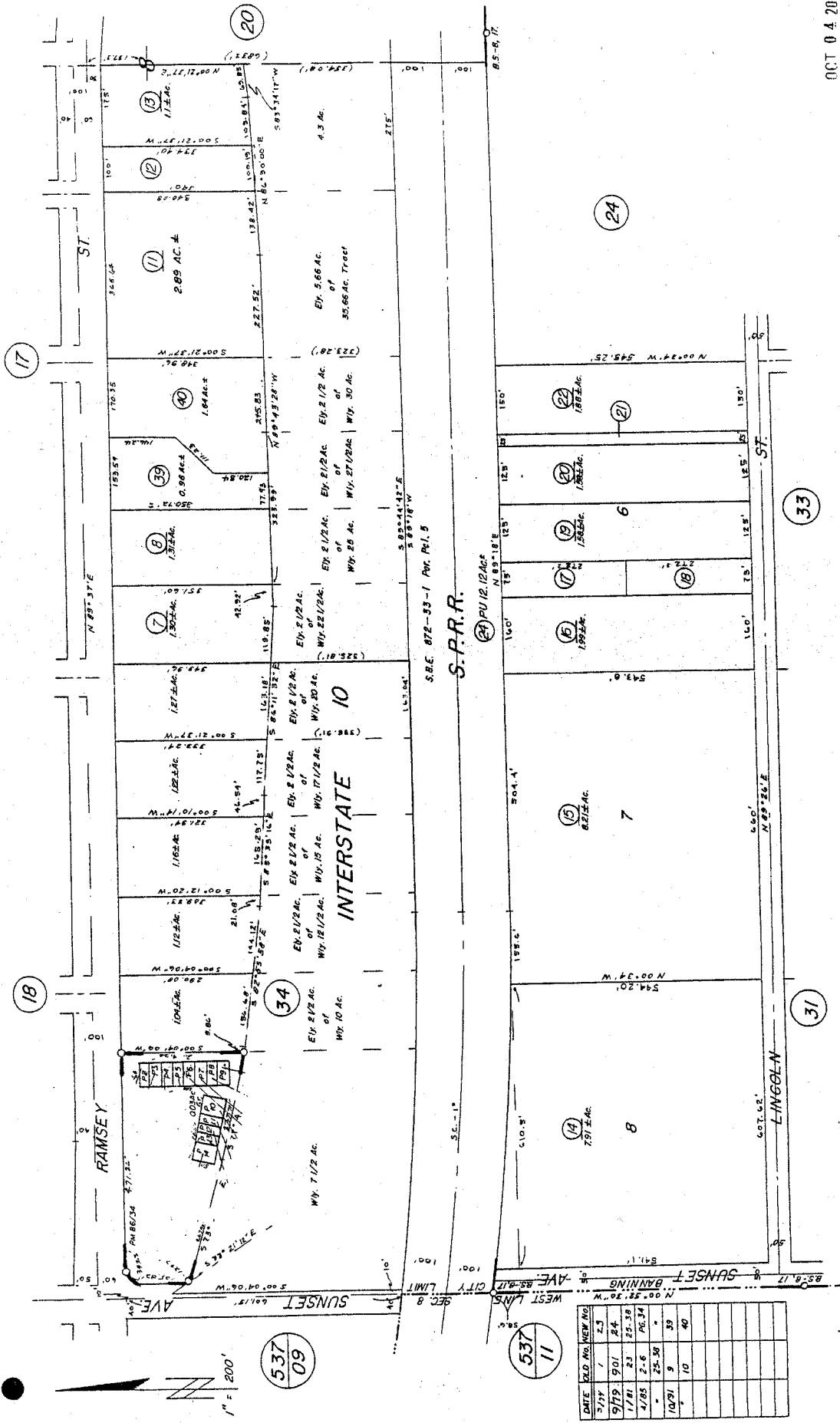
17 By: John J. Benoit  
18 John J. Benoit, Chairman  
19 Board of Supervisors

20 By: Kelliington  
21 Deputy

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

25 By: Patricia Munroe  
26 Deputy County Counsel

27 CAO:sl/112812/310TR/14.937 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.937.doc



DATE	OLD NO.	NEW NO.
5/17/91	7	23
9/17/91	201	24
1/1/81	23	25-38
4/85	2-6	PG.34
		25-38
10/21/91	9	39
	10	40

OCT 0 4 2002

ASSESSOR'S MAP BK. 538 PG. 19  
RIVERSIDE COUNTY, CALIF.

M.B. 7121 C.O. Barker's Subdivision of Por. SEC'S 8 & 17, T.3S., R.1E.

DATE: M.B. 12/92 AS 7/1/88  
R. S. 62/100, L.L.A. 1988-02

OCTOBER 1969

Attachment "2"

Slope Easement

1. A portion of APN: 538-190-014 Parcels 0529-002A in favor of the City of Banning

**EXHIBIT "A"**  
**SUNSET AVENUE (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0529-002A**

AN EASEMENT FOR SLOPE AND MAINTENANCE PURPOSES, BEING A PORTION OF LOT 8 OF A MAP OF "C.O. BARKER'S SUBDIVISION" ON FILE IN BOOK 7, PAGE 21 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWESTERLY CORNER OF SAID LOT 8, BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (50.00 FOOT EASTERLY HALF-WIDTH) AS SHOWN ON SAID MAP AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, SAID POINT ALSO BEING THE BEGINNING OF NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND INITIAL RADIAL BEARING OF S 07°47'47" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°29'21", AN ARC DISTANCE OF 49.77 FEET;

THENCE S 03°53'36" W, A DISTANCE OF 428.19 FEET;

THENCE S 11°43'45" W, A DISTANCE OF 53.52 FEET;

THENCE N 89°55'37" W, A DISTANCE OF 10.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE;

THENCE N 00°04'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 486.14 FEET TO THE **TRUE POINT OF BEGINNING**;

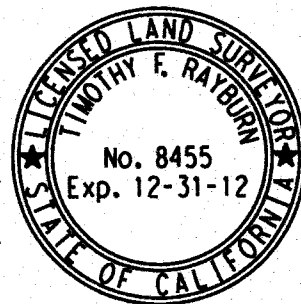
CONTAINING: 15,952 SQUARE FEET, OR 0.366 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY:                     *Timothy F. Rayburn*                      
DATE:                     12/11/2012                    



S 08°22'55" W(R) R=5,829.03'  
 <S 87°20'45" W(R) R=1,999.79'>

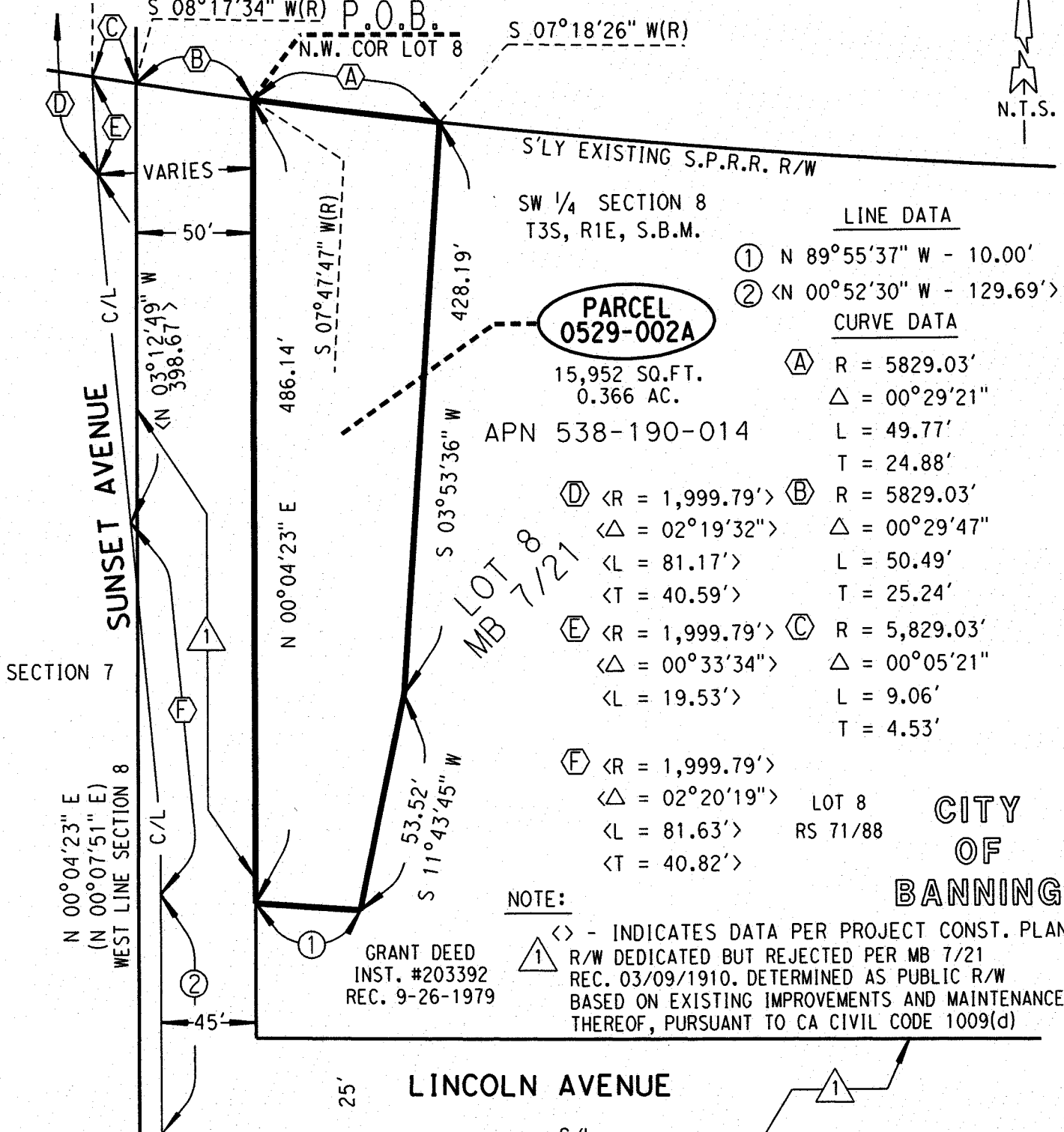
EXHIBIT "B"

SLOPE & MAINTENANCE EASEMENT

S 08°17'34" W(R) P.O.B.

S 07°18'26" W(R)

N.T.S.



LINE DATA

- ① N 89°55'37" W - 10.00'
- ② <N 00°52'30" W - 129.69'>

CURVE DATA

- Ⓐ R = 5829.03'  
 Δ = 00°29'21"  
 L = 49.77'  
 T = 24.88'
- Ⓑ R = 5829.03'  
 Δ = 00°29'47"  
 L = 50.49'  
 T = 25.24'
- Ⓒ R = 5,829.03'  
 Δ = 00°05'21"  
 L = 9.06'  
 T = 4.53'
- Ⓓ <R = 1,999.79'> Ⓑ  
 <Δ = 02°19'32" >  
 <L = 81.17' >  
 <T = 40.59' >
- Ⓔ <R = 1,999.79'> Ⓒ  
 <Δ = 00°33'34" >  
 <L = 19.53' >
- Ⓕ <R = 1,999.79'>  
 <Δ = 02°20'19" >  
 <L = 81.63' >  
 <T = 40.82' >

NOTE:

Ⓕ - INDICATES DATA PER PROJECT CONST. PLANS  
 Ⓐ R/W DEDICATED BUT REJECTED PER MB 7/21  
 REC. 03/09/1910. DETERMINED AS PUBLIC R/W  
 BASED ON EXISTING IMPROVEMENTS AND MAINTENANCE  
 THEREOF, PURSUANT TO CA CIVIL CODE 1009(d)

CITY OF BANNING



( ) - INDICATES REC DATA PER MB 7/21  
 ALL DISTANCES SHOWN ARE GRID DISTANCES.  
 GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
 GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.  
 PROJECT: SUNSET AVENUE (GRADE SEPARATION)  
 THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING  
 DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: 0529-002A  
 PREPARED BY: BCIII  
 SCALE: N.T.S.  
 DATE: JANUARY, 2012  
 W.O. NO.: C0-0529  
 SHEET 1 OF 1

APPROVED BY: *Timothy F. Rayburn* DATE: 12/11/2012

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California  
2 ("County"), and  
3  
4 Oakwood Investments, LLC  
5 ("Grantor")  
6

7 PROJECT: Sunset Avenue Grade Separation  
8 PARCEL: 0529-002B  
9 APN: 538-190-014 (Portion)  
10

11 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

12 This Temporary Construction Access Agreement ("Agreement") is made by and  
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
14 ("County") and Oakwood Investments, LLC ("Grantor"). County and Grantor are  
15 sometimes collectively referred to as "Parties."

16 1. The right is hereby granted to County to enter upon and use the land of  
17 Grantor in the County of Riverside, State of California, described as portion of  
18 Assessor's Parcel Number 538-190-014, highlighted on Attachment "1," attached  
19 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and  
20 accomplish the construction of Sunset Avenue Grade Separation Project.

21 2. The temporary construction area, used during construction of the Project,  
22 referenced as Parcel No. 0529-002B consisting of approximately .43 acres or 18,624  
23 square feet as designated on Attachment "2," attached hereto, and made a part hereof  
24 ("TCA Area").

25 3. A thirty (30) day written notice shall be given to Grantor prior to using the  
26 rights herein granted. The rights herein granted may be exercised for 24 months from  
27 the thirty (30) day written notice, or until completion of said project, whichever occurs  
28 later.

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

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

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

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

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

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

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

26          11.    Grantor, their assigns and successors in interest, shall be bound by all  
27 the terms and conditions contained in this Agreement, and all the parties thereto shall  
28 be jointly and severally liable thereunder.

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12. County shall pay to the order of Grantor the sum of Fourteen Thousand Three Hundred Forty Dollars (\$14,340) for the right to enter upon and use the TCA Area in accordance with the terms hereof.

13. 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.

14. 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 executed this Agreement the day and year  
2 below written.

3 Dated: 11/28/2012

4 GRANTOR:

5 **Oakwood Investments, LLC**

6 By: Shobhana Madan

7 Name: SHOBHANA MADAN

8 Its: MEMBER

9  
10  
11  
12 COUNTY OF RIVERSIDE, a political  
13 subdivision of the State of California

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

17 By: John J. Benoit  
18 John J. Benoit, Chairman  
19 Board of Supervisors

20 By: Karen [Signature]  
21 Deputy

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

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

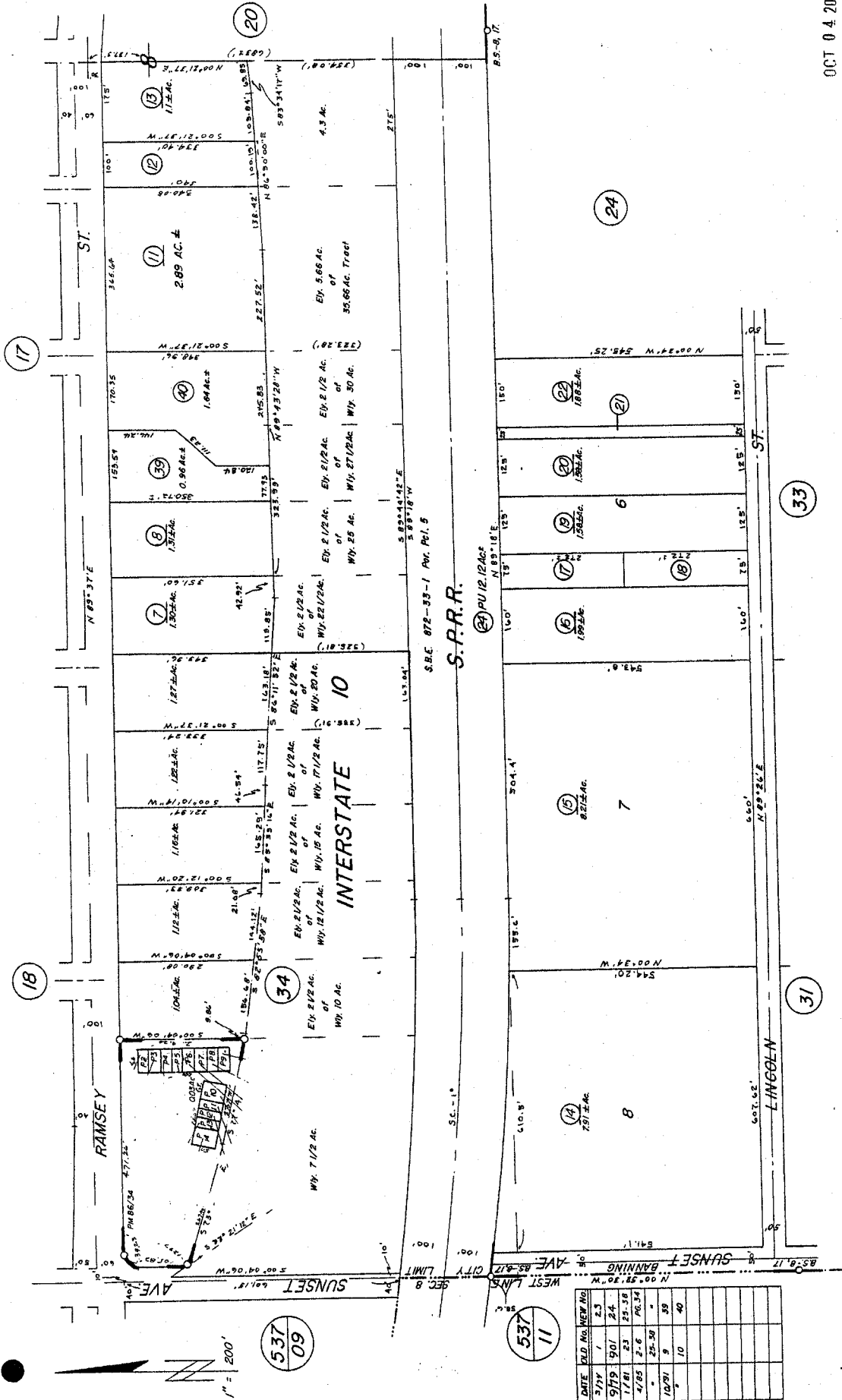
28 CAO:s\052112\310TR\14.939 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.939.doc

24-20

538-19

T.C.A. 100

POR. SW 1/4 SEC. 8, T. 3S., R. 1E.



DATE	OLD NO.	NEW NO.
3/77	1	23
9/79	901	24
1/81	23	25-58
4/85	2-6	66-34
		25-59
10/81	9	59
	10	40

OCT 04 2002

ASSESSOR'S MAP BK. 538 PG. 19  
RIVERSIDE COUNTY, CALIF.

M.B. 7121 C.O. Barker's Subdivision of Por. SEC'S 8 & 17, T. 3S., R. 1E.

Date: M.B. 12/52 R. 57/88  
R. 562/100, LLA 1988-02

OCTOBER 1969

**EXHIBIT "A"**  
**SUNSET AVENUE (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0529-002B**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF LOT 8 OF A MAP OF "C.O. BARKER'S SUBDIVISION" ON FILE IN BOOK 7, PAGE 21 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWESTERLY CORNER OF SAID LOT 8, BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (50.00 FOOT EASTERLY HALF-WIDTH) AS SHOWN ON SAID MAP AND THE SOUTHERLY LINE OF THE EXISTING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT WIDTH) PER ACT OF CONGRESS RECORDED MARCH 3, 1871, SHOWN AS PARCEL 4 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-10, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, SAID POINT ALSO BEING THE BEGINNING OF NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND INITIAL RADIAL BEARING OF S 07°47'47" W;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°29'21", AN ARC DISTANCE OF 49.77 FEET TO A POINT THEREON HAVING A RADIAL BEARING OF S 07°18'26" W, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 04°43'50", AN ARC DISTANCE OF 481.27 FEET;

THENCE S 86°59'42" W, A DISTANCE OF 331.79 FEET;

THENCE N 85°14'30" W, A DISTANCE OF 141.68 FEET;

THENCE S 03°53'36" W, A DISTANCE OF 382.60 FEET;

THENCE S 11°41'37" W, A DISTANCE OF 102.91 FEET;

THENCE S 00°04'23" W, A DISTANCE OF 55.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE (25.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN BY SAID MAP;

THENCE N 89°36'50" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE 10.00 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE;

THENCE N 00°04'23" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 105.63 FEET TO A POINT THEREON BEING 486.14 FEET SOUTHERLY OF SAID NORTHWESTERLY CORNER OF LOT 8;

THENCE S 89°55'37" E, A DISTANCE OF 10.00 FEET;

THENCE N 11°43'45" E, A DISTANCE OF 53.52 FEET;

THENCE N 03°53'36" E, A DISTANCE OF 428.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 18,624 SQUARE FEET, OR 0.428 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 1.000106481 TO OBTAIN GROUND DISTANCE.

EXHIBIT "A"  
SUNSET AVENUE (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)  
0529-002B

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn  
DATE: 12/11/2012



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

S 08°22'55" W(R) R=5,829.03'  
 /S 87°20'45" W(R) R=1,999.79'

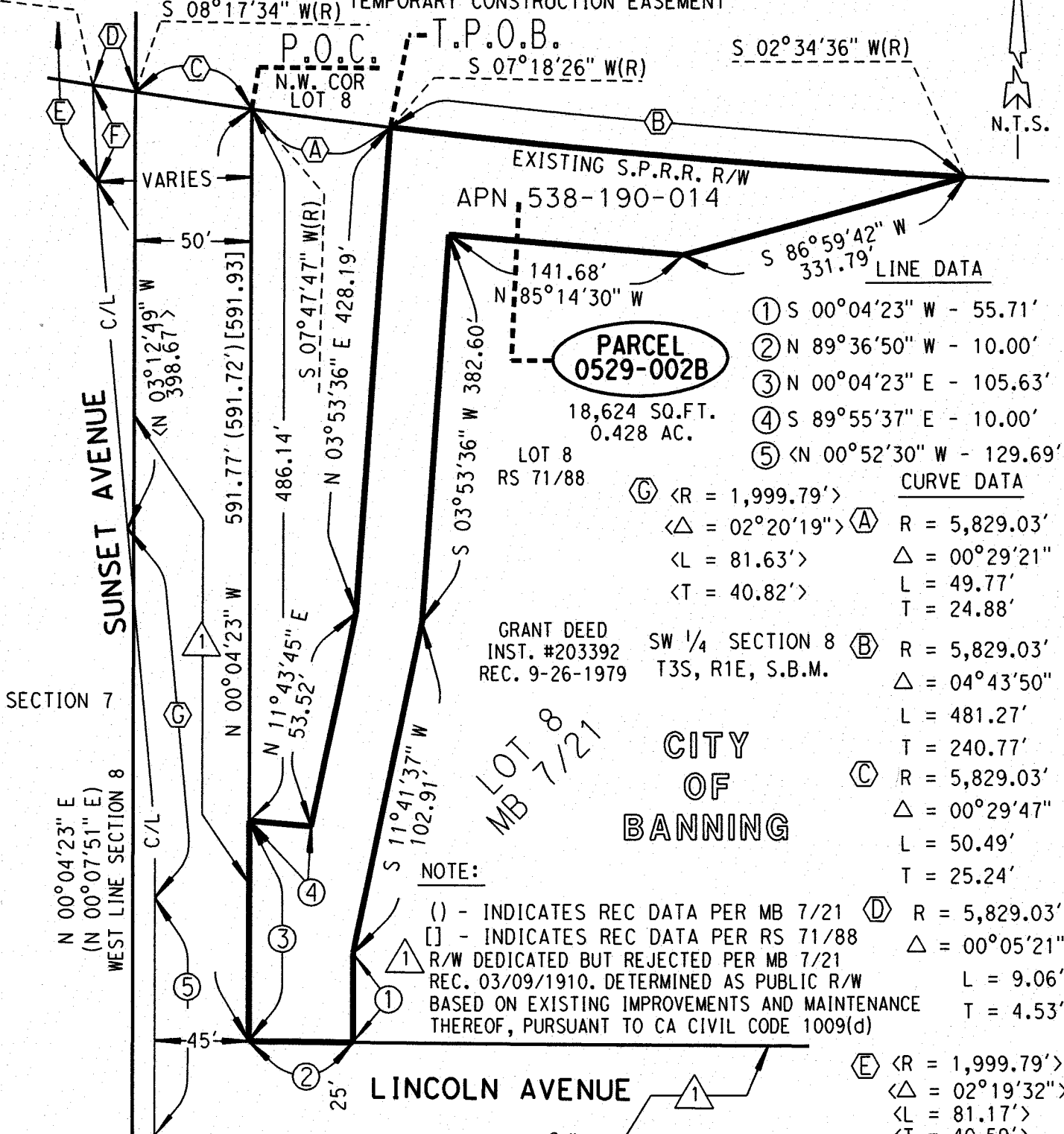
S 08°17'34" W(R)

T.P.O.B.

S 07°18'26" W(R)

S 02°34'36" W(R)

N.T.S.



**PARCEL 0529-002B**

18,624 SQ.FT.  
0.428 AC.

LOT 8  
RS 71/88

GRANT DEED  
INST. #203392  
REC. 9-26-1979

SW 1/4 SECTION 8  
T3S, R1E, S.B.M.

CITY OF BANNING

NOTE:

( ) - INDICATES REC DATA PER MB 7/21  
 [ ] - INDICATES REC DATA PER RS 71/88  
 R/W DEDICATED BUT REJECTED PER MB 7/21  
 REC. 03/09/1910. DETERMINED AS PUBLIC R/W  
 BASED ON EXISTING IMPROVEMENTS AND MAINTENANCE  
 THEREOF, PURSUANT TO CA CIVIL CODE 1009(d)

- LINE DATA
- ① S 00°04'23" W - 55.71'
  - ② N 89°36'50" W - 10.00'
  - ③ N 00°04'23" E - 105.63'
  - ④ S 89°55'37" E - 10.00'
  - ⑤ <N 00°52'30" W - 129.69'>

- CURVE DATA
- ⊙ <R = 1,999.79'>
  - ⊙ <Δ = 02°20'19" >
  - ⊙ <L = 81.63'>
  - ⊙ <T = 40.82'>
  - ⊙ R = 5,829.03'
  - ⊙ Δ = 00°29'21"
  - ⊙ L = 49.77'
  - ⊙ T = 24.88'
  - ⊙ R = 5,829.03'
  - ⊙ Δ = 04°43'50"
  - ⊙ L = 481.27'
  - ⊙ T = 240.77'
  - ⊙ R = 5,829.03'
  - ⊙ Δ = 00°29'47"
  - ⊙ L = 50.49'
  - ⊙ T = 25.24'
  - ⊙ R = 5,829.03'
  - ⊙ Δ = 00°05'21"
  - ⊙ L = 9.06'
  - ⊙ T = 4.53'
  - ⊙ <R = 1,999.79'>
  - ⊙ <Δ = 02°19'32" >
  - ⊙ <L = 81.17'>
  - ⊙ <T = 40.59'>
  - ⊙ <R = 1,999.79'>
  - ⊙ <Δ = 00°33'34" >
  - ⊙ <L = 19.53'>

<> - INDICATES DATA PER PROJECT CONST. PLANS

ALL DISTANCES SHOWN ARE GRID DISTANCES.  
 GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
 GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.  
 PROJECT: SUNSET AVENUE (GRADE SEPARATION)  
 THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING  
 DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: 0529-002B  
 PREPARED BY: BCIII  
 SCALE: N.T.S.  
 DATE: JANUARY, 2012  
 W.O. NO.: CO-0529

APPROVED BY: *Timothy F. Rayburn* DATE: 12/11/2012