

City of Corona

400 S. Vicentia Ave. Corona, CA 92882

Agenda Report

File #: 19-0455

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: May 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of Public Improvement and Survey Monumentation Agreements for Parcel Map 37412, 1075 East Third Street - Third Street Annex LLC, a California Limited Liability Company.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute Public Improvement and Survey Monumentation Agreements between the City and Third St Annex, LLC, a California Limited Liability Company.

ANALYSIS:

On March 21, 2018, the City Council approved Parcel Map 37412 to subdivide approximately 8.6 acres into two parcels and four lettered lots in the M-1 (Light Manufacturing) Zone located on the north side of Quarry Street, east of Rimpau Avenue and Third Street, as shown on Exhibit "A."

On December 19, 2018, the City entered into a Grading Agreement with Third Street Annex, LLC to secure the completion of the precise grading. The owner will enter into an Improvement Agreement with the City, and post sufficient securities to guarantee street and traffic public improvements associated with the project. The project is for the construction of new public water lines, public sewer lines, public storm drain lines, and public street improvements in East Third Street and Quarry Street.

In accordance with the Subdivision Map Act, the owner will enter into a Survey Monumentation Agreement and post sufficient securities to guarantee the placement of all survey monuments as specified by Parcel Map 37412.

Securities have been posted as detailed below:

PWIM2018-0007	Faithful Performance		Labor and Materials		
	Security No. Amount		Security No.	Amount	
Public Improvements	4421596	\$ 714,000	4421596	\$357,000	

PWLE2018-0014	Faithful Performance		Labor and Materials	
	Receipt No.	Amount	Receipt No.	Amount
Survey Monumentation	R11328	\$3,800	N/A	N/A

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

All applicable fees have been paid by the owner as follows:

	Fee Type	Amount
PWIM2018-0007 PLAN CHECK	Plan Check Fee	\$13,805.48
PWEC18-00125 ENCROACHMENT PERMIT	Permit Fee	\$43,969.74

ENVIRONMENTAL ANALYSIS:

In accordance with Section 15063 of the State Guidelines for the California Environmental Quality Act (CEQA) the City prepared an Initial Study for the original project, Parcel Map 37167, to determine if the project would have a significant effect on the environment. The Initial Study was prepared in accordance with Section 15063 and per the City's Local Guidelines for Implementing CEQA. The Initial Study identified environmental effects that were determined not to be significant and identified potentially significant effects that were capable of being mitigated to less than significant. Therefore, the City adopted a Mitigated Negative Declaration and Mitigation Monitoring Plan on January 4, 2017, in accordance with Section 15070 of the State CEQA Guidelines and Section 6.02 of the City's Local Guidelines for Implementing CEQA. The revised project, Parcel Map 37412, included minor changes from the previously approved project. Pursuant to CEQA (Pub. Res. Code 21000 et seq.) and the State CEQA Guidelines (14 Cal. Code Reg. 15000 et seq.), the City determined that an addendum to the adopted Mitigated Negative Declaration should be prepared pursuant to CEQA, because none of the conditions described in Section 15162 calling for the preparation of a subsequent Mitigated Negative Declaration had occurred. The addendum was adopted by the City Council on March 21, 2018.

PREPARED BY: ZACHARY MURRAY, E.I.T., UTILITY ENGINEER

REVIEWED BY: CHRIS HORN, P.E, SENIOR ENGINEER

File #: 19-0455

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES

DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit "A" - Location Map

2. Public Improvement Agreement

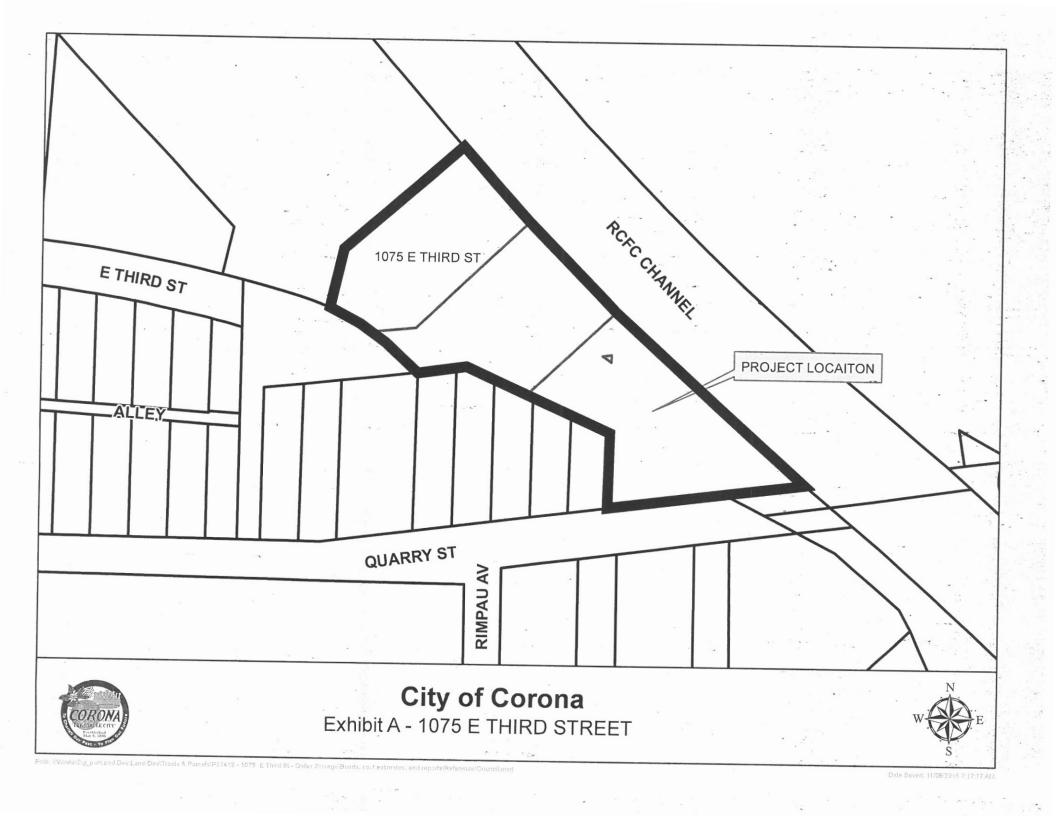
3. Survey Monumentation Agreements

Owner: Third Street Annex, LLC

3151 Airway Ave., SYE. H3 Costa Mesa, CA 92626

Civil Engineer: Victor Alia, P.E.

KWC Engineer Murrieta, CA 92614



AGREEMENT FOR PUBLIC IMPROVEMENTS FOR 1075 EAST THIRD STREET – DWG. # 18-009S – (PWIM2018-007) Non-Master Plan Improvements

This Agreement is made and entered into as of this 15th day of May, 2019, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and Third Street Annex, LLC, a California limited liability company, with its principal offices located at, 17671 Cowan Avenue, Suite 125, Irvine, CA 92614, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division. or that certain other land development project, known as 1075 East Third Street and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary. and within FORTY-EIGHT (48) months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5. Government Code. The estimated cost of said work and improvements is the amount of Seven Hundred Fourteen Thousand Dollars and No Cents (\$714,000.00) The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:

The City of Corona Public Works Department 400 S. Vicentia Avenue Corona, CA 92882

Developer:

Third Street Annex, LLC 17671 Cowan Avenue, Suite 125 Irvine, CA 92614

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

THIRD STREET ANNEX, LLC, a California limited liability company

By: Stadium Properties, LLC, a California

limited liability company

Its: Manager

By: ON Ch 5/3/2019

John C. Thomson

Its: Manager

ATTEST:		
CITY CLERK OF THE CITY OF CORONA	CITY OF CORONA	
By:(City Clerk)	By:(Mayor)	

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY ORIGINAL - CITY CLERK; COPIES – DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A" LEGAL DESCRIPTION OF THE PROJECT SEE ATTACHED

EXHIBIT "A" LEGAL DESCRIPTION

Order No.:

01180-286511

Escrow No.:

01180-286511

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

Parcel A:

That portion of Section 30, Township 3 South , Range 6 West, in the Rancho El Sobrante de San Jacinto, County of Riverside, State of California, as per Map of Sectionalized Survey of said Rancho, recorded in Book 7, Page(s) 10 of Maps, Records of San Bernardino County, California, described as follows:

Beginning at the intersection of the West line of said Section 30 with the South line of the Atchison, Topeka and Santa Fe Railroad (formerly Southern California Railway Company), right of way;

Thence South 857.00 feet on said West line to the northerly line of the 25.26 acre tract conveyed to George E. Snidecor, by deed recorded in Book 350, Page(s) 73 of Deeds, Records of Riverside County. California:

Thence on said northerly line the following bearings and distances:

South 89°22'00" East, 1,137.70 feet;

Thence South 43°00'00" East, 453.20 feet;

Thence South 00°37'00" West, 392.00 feet to the northerly line of Quarry Street:

Thence North 89°22'00" East, 111.66 feet on last said northerly line;

Thence North 82°20'00" East, 665.26 feet;

Thence North 51°42'00" West, 624.87 feet;

Thence North 35°18'00" West, 629.71 feet;

Thence North 42°04'00" West 469.90 feet, to said South line of the Atchison, Topeka and Santa Fe Railroad Right of Way:

Thence northwesterly on said South line to the Point of Beginning.

Except that portion in the East Sixth Street Addition as per Map recorded in Book 8, Page(s) 42 of Maps. Records of Riverside County, California.

Also except that portion described as follows:

Beginning at the intersection of the West line of said Section 30, with the South line of the Atchison. Topeka and Santa Fe Railroad (formerly Southern California Railway Company) Right of way:

Thence South 857.00 feet on said West line to the northerly line of the 25.26 acre tract conveyed to George E. Snidecor, by deed recorded in Book 350, Page(s) 73 of Deeds, Records of Riverside County, California:

Thence on said northerly line the following bearings and distances:

South 89°22'00" East, 1,137.70 feet, to the West line of the land described as Parcel 1 in deed to the Pacific Electric Railway Company recorded October 6, 1915 in Book 406, Page(s) 385 of Deeds;

Thence North 42°15'37" West 900.84 feet to said South line of the Atchison, Topeka and Santa Fe Railroad Right of Way;

Thence westerly on said South line to the Point of Beginning.

Also except that portion described in deed to the State of California, recorded March 29, 1960 as Instrument No. <u>27697</u> of Official Records.

Also except that portion in the Southern Pacific Railroad Company Right of Way.

Also except that portion deeded to the State of California September 15, 1988 as Instrument No. 88-266222 of Official Records.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Parcel B:

Parcel B-1:

That portion of the land described in deed to the Pacific Electric Railway Company, a corporation, recorded November 14, 1913 in Book 385, Page(s) 289 of Deeds, lying northerly of the centerline of Quarry Street (60.00 feet wide) and lying easterly and southerly of the southeasterly line of Parcel 8 as shown on Parcel Map recorded in Book 23, Page(s) 70 of Parcel Maps, Records of Riverside County, California, said land described in deed to the Pacific Electric Railway Company more particularly described as follows:

All that portion of the land conveyed by Goo I. Lamy, et ux, to El Sobrante Land Company, by deed recorded in <u>Book 326</u>, <u>Page(s) 222</u> of Deeds, Records of Riverside County, California, lying between lines which are parallel to and distant 40 feet on each side of the following described surveyed center line of the Pacific Electric Railway, to it:

Beginning at Engineers Station 2279+98.92 of said surveyed center line, said Station 2279+98.92 being in the westerly line of that certain 25.36 acre tract of land conveyed by Herbert Buckley Praed, et al, to George E. Snidecor, Trustee, by deed recorded in <u>Book 350, Page(s) 73</u> of Deeds, Records of Riverside County, California, and distant northerly, when measured along said westerly line, 502.23 feet, more or less, from the Southwest corner of said 25.36 acre tract of land:

Thence from said Point of Beginning easterly along a 1° railway curve concave northerly (a tangent to said curve at said Point of Beginning having a bearing of South 85°14'55" East) 215.13 feet to Engineers Station 2282+14.05 of said surveyed center line, said Station 2282+14.05 being at the end of said curve:

Thence South 87°24' East 1086.94 feet to Engineers Station 2293+00.99 of said surveyed center line, said Station 2293+00.99 being at the beginning of a 3° tapered railway curve concave southwesterly;

Thence southeasterly along said 3° tapered railway curve 343.47 feet to Engineers Station 2296+44.46 of said surveyed center line, said Station 2296+4.46 being in the easterly line of the land described under head of Exception "F" in above mentioned deed to El Sobrante Land Company, and distant northerly 366.19 feet, more or less, from the intersection of said easterly line with the northerly line of Quarry Street, as said Quarry Street is referred to in said deed to El Sobrante Land Company;

Thence continuing southeasterly along said 3° curve, 402.42 feet to Engineers Station 2500+44.88 of said surveyed center line, said Station 2500+46.88 being in the northerly line of East Sixth Street Addition, as per map recorded in <u>Book 8, Page(s) 42</u> of Maps, Records of Riverside County, California, and distant westerly, when measured along said northerly line, 110.88 feet, more or less, from the northeasterly corner of Lot 1 of said East Sixth Street Addition;

Thence continuing southeasterly along said 3° tapered railway curve 104.11 feet to Engineers Station 2301+50.99 of said surveyed center line, said Station 2301+50.99 being at the end of said 3° tapered railway curve;

Thence South 63°42' East 7.44 feet to Engineers Station 2301+58.43 of said surveyed center line, said Station 2301+58.43 being in the easterly line of above mentioned Lot 1 and distant northerly 136.92 feet, more or less, from the southeasterly corner of said Lot 1;

Thence continuing South 63°42' East 236.52 feet to Engineers Station 2303+94.95 of said surveyed center line, said Station 2303+94.95 being in the northerly line of said Quarry Street and distant easterly 213.47 feet, more or less, from the intersection of said northerly line of said Quarry Street with the easterly line of said Lot 1;

Thence continuing South 63°42' East 104.70 feet to Engineers Station 2304+99.65 of said surveyed center line, said Station 2704+99.65 being in the southerly line of said Quarry Street and distant easterly 3.45 feet, more or less, from the northwesterly corner of that certain 49.55 acre tract of land described in deed recorded in Book 296, Page(s) 263 of Deeds, Records of Riverside County, California;

Thence continuing South 63°42' East 1234.98 feet to Engineers Station 2317+34.63 of said surveyed center line, said Station 2317-34.63 being at the beginning of a 3° tapered railway curve concave northeasterly;

Thence southeasterly along said last mentioned 3° tapered curve 794.44 feet to Engineers Station 2325 +29.07 of said surveyed center line, said Station 2325+29.07 being at the end of said last mentioned 3° curve;

Thence South 85°44' East 662.49 feet to Engineers Station 2331+91.56 of said surveyed center line, said Station 2331+91.56 being in the northeasterly line of said 49.55 acre tract of land and distant northwesterly, when measured along said northeasterly line, 305.02 feet, more or less, from a point in said northeasterly line, which is described in said last mentioned deed as being North 45°40' West 289.75 feet from a point which is described in said last mentioned deed as being North 6°18' East 111.2 feet from the southeasterly corner of said 49.55 acre tract of land;

Thence continuing South 85°44' East 309.97 feet to Engineers Station 2333+01.53 of said surveyed center line, said Station 2333+01.53 being in the southwesterly line of that certain 57.9 acre tract of land conveyed by William Henry Chemicale, et ux, to Chas D. Ackerman, by deed recorded in <u>Book 358, Page (s) 65</u> of Deeds, Records of Riverside County, California, and distant northwesterly, when measure along said southwesterly line 374.99 feet, more or less, from a point in the boundary line of said 57.9 acre tract of land, which is described in said last mentioned deed as being North 27°10'45" West 351.74 feet from the easterly corner of said 57.9 acre tract of land;

Thence continuing South 85°44' 576.97 feet to Engineers Station 2340+78.50 of said surveyed center line, said Station 2340+78.50 being in the easterly line of said 57.9 acre tract of land and distant northerly 435.53 feet, more or less, from the southeasterly corner of said 57.9 acre tract of land;

Thence continuing South 85°44' East 24.4 feet to Engineers Station 2341+02.9 of said surveyed center line, said Station 2341+02.9 being in the westerly line of that certain 6.97 acre piece or parcel of land conveyed by William H. Alley, et ux, to Temescal Rock Company, by deed recorded in <u>Book 357, Page(s) 359</u> of Deeds, Records of Riverside County, California, and distant northerly 433.47 feet, more or less,

from the intersection of said westerly line of said 6.97 acre piece of parcel of land with the southerly line of Section 29, Township 3 South, Range 6 West, of the San Bernardino Base and Meridian;

Thence continuing South 85°44' East 76.40 feet to Engineers Station 2341+79.30 of said surveyed center line, said Station 2341+79.30 being in the easterly boundary line of the 50 foot right of way of the porphyry spur of the Atchison, Topeka and Santa Fe Railway, and distant southerly, when measured along said easterly line of said 50 foot right of way said porphyry spur 281.6 feet, more or less, from the intersection of said easterly line of said 50 foot right of way said porphyry spur with the southwesterly line of that certain 65 acre tract of land conveyed by John Fletcher Mountlon et al, to Fairchild-Gilmore-Wilton Company, by deed recorded in Book 216, Page(s) 171 of Deeds, Records of Riverside County, California;

Thence continuing South 85°44' East 172.40 feet to Engineers Station 2343+51.70 of surveyed center line, said Station 2341+51.70 being in the southwesterly line of above mentioned 65 acre tract of land and distant northwesterly 491.4 feet, more or less, from the southerly corner of said 65 acre tract of land;

Thence continuing South 85°44' East 780.29 feet to Engineers Station 2351+31.99 of said surveyed center line, said Station 2351+31.99 being in the southwesterly line of said 65 acre tract of land, and distant southwesterly 56.65 feet, more or less, from the intersection of said southeasterly line of said 65 acre tract of land with the northeasterly line of Lot 12 in Block 63 of the lands of the Riverside Land and Irrigation Company, as shown by map on file in Book 1 Page(s) 70, of Maps, Records of San Bernardino County, California.

Together with all interest in that part of said Quarry Street and those parts of all other public highways lying between said lines, which are parallel to and distant 40 feet on each side of the hereinbefore described surveyed centerline of the Pacific Electric Railway.

Excepting therefrom all that portion of East Sixth Street Addition as shown by map on file in <u>Book 8 Page</u> (s) 42, of Maps, Records of Riverside County, California.

And further excepting therefrom the land described in deed to the State of California, recorded September 19, 1961 as Instrument No. 80402 of Official Records of Riverside County, California.

And further excepting therefrom that portion, if any, included within the Temescal Creek Channel as disclosed by Record of Survey Map filed in <u>Book 73, Page(s) 31 to 36</u>, inclusive, of Maps, Records of Riverside County, California.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. 05-1061875 of Official Records.

Parcel B-2:

A lot, piece of parcel of land being particularly described as being all that portion of East Sixth Street Addition, as per plat recorded in <u>Book 8</u>, <u>Page(s)</u> 42 of Maps, Records of Riverside County, California, lying between Lines, which are parallel to and distant 40 feet on each side of the following described surveyed center line of the Pacific Electric Railway, to-wit:

Beginning at Engineers Station 2296+44.46 of said surveyed center line, said Station 2296+44.46 being in the easterly line of that certain 25.36 acre tract of land conveyed by Herbert Buckley Praed, et al, to George E. Snidecor, Trustee, by deed recorded in <u>Book 350, Page(s) 73</u> of Deeds, Records of Riverside County, California, and distant northerly 366.9 feet, more or less, from the southeasterly corner of said 25.36 acre tract of land;

Thence from said Point of Beginning southerly along a 3° railway curve concave to the Southwest (a tangent to said curve at said Point of Beginning having a bearing of South 77°59'45" East) 402.42 feet to Engineers Station 2300+46.88 of said surveyed center line, said Station 2300+46.88 being in the northerly line of above mentioned East Sixth Street Addition, and distant westerly, when measured along

said northerly line, 110.88 feet, more or less, from the Northeast corner of Lot 1 of said East Sixth Street Addition;

Thence continuing southeasterly along said 3° curve 44.11 feet to Engineers Station 2300+90.99 of said surveyed center line, said Station 2300+90.99 being at a point compound curve;

Thence southeasterly along a 2° railway curve concave to the Southwest 30 feet to Engineers Station 2301+20.99 of said surveyed center line, said Station 2301+20.99 being at a point of compound curve:

Thence southeasterly along a 1° railway curve concave to the Southwest 30 feet to Engineers Station 2301+50.99 of said surveyed center line, said Station 2301+50.99 being at the end of said 1° curve;

Thence South 63°42' East, 7.44 feet to Engineers Station 2301+58.43 of said surveyed center line, said Station 2301+58.43 being in the easterly line of the above mentioned Lot 1 and distant northerly 136.92 feet, more or less, from the southeasterly corner of said Lot 1;

Thence continuing South 63°42' East, 236.52 feet to Engineers Station 2303+94.95, said Station 2303+94.95 being in the northerly line of the easterly continuation of Quarry Street as said Quarry Street is shown on said recorded map of said East Sixth Street Addition, and distant easterly, when measured along said northerly line of said Quarry Street, 213.47 feet, more or less, from the Southeast corner or above mentioned Lot 1.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Parcel B-3:

A strip, piece or parcel of land situate in the County of Riverside, State of California, and being a portion of that certain tract of land first described in deed to E. J. Genereux, recorded in Book 400, Page(s) 186 of Deeds, Records of Riverside County, California, said strip, piece or parcel of land being more particularly described as follows, to-wit:

Beginning at a point in the northerly line of that certain strip of land 80 foot in width conveyed by El Sobrante Land Company to the Pacific Electric Railway Company, by deed recorded in <u>Book 385, Page (s) 289</u> of Deeds, Records of Riverside County, California, said point being southeasterly 191.61 feet, measured along the northerly line of said strip of land 80 feet in width from the point of intersection of said line with the easterly line of that certain 8.37 acre tract of land conveyed by George E. Snidecor, Trustee, to Pacific Electric Land Company, by land recorded in <u>Book 398, Page(s) 128</u> of Deeds, Records of Riverside County, California;

Thence from said Point of Beginning southeasterly along the northerly line of said strip of land 80 feet in width, 352.36 feet to a point;

Thence North 63°42' West 106.33 feet to a point;

Thence North 55°32' West, 45.75 feet to the Point of Beginning of a curve concave to the Southwest and having a radius of 468.59 feet;

Thence northwesterly along said curve 66.79 feet to the end of said curve;

Thence North 63°42' West 133.73 feet to a point;

Thence South 26°18' West 37.99 feet to the Point of Beginning.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. 05-1061875 of Official Records.

Parcel B-4:

A strip, piece or parcel of land being a portion of that certain tract of land First described in Deed to E.J. Genereux, recorded in <u>Book 400, Page(s) 186</u> of Deeds, in the Office of the County Recorder of said County of Riverside, said strip, piece or parcel of land being more particularly described as follows, to-wit:

Beginning at the Northeast corner of the certain 8.37 acre tract of land conveyed by George E. Snidecor, Trustee, to Pacific Electric Land Company, by deed recorded in <u>Book 398, Page(s) 128</u> of Deeds, Records of Riverside County, California;

Thence from said Point of Beginning South 44°25'45" East along the easterly line of said 8.37 acre tract of land, 426.89 feet, more or less, to the northerly line of that certain strip of land 80 feet in width conveyed by El Sobrante Land Company to Pacific Electric Railway Company, by deed recorded in <u>Book 385, Page(s) 289</u> of Deeds, Records of Riverside County, California;

Thence easterly along the northerly line of said strip of land 80 feet in width, 191.61 feet to a point;

Thence North 26°18' East, 37.99 feet to a point;

Thence northwesterly along a curve concave to the Northeast, and having a radius of 1146.01 feet, 428.79 feet to the end of said curve;

Thence North 42°15'37" West, 1013.37 feet, more or less, to the southerly line of the right of way of the Atchison, Topeka and Santa Fe Railroad Company;

Thence westerly along said southerly line of said right of way of the Atchison, Topeka and Santa Fe Railroad Company, 145.75 feet, more or less, to a point;

Thence South 42°15'37" East (parallel to and 80 feet southwesterly from the certain line herein described as having a bearing of North 42°15'37" West) 980.84 feet, more or less, to a point in the northerly line of said 8.37 acre tract of land;

Thence North 89°12'15" East along the northerly line of said 8.37 acre tract of land 1.94 feet to the place of beginning.

Excepting therefrom that portion of Section 30, Township 3 South, Range 6 West, in the Rancho El Sobrante de San Jacinto, City of Corona, County of Riverside, State of California, as shown by map on file in Book 7 Page(s) 10, of Maps, Records of San Bernardino County, California, described as follows:

Beginning at the most westerly corner of the land conveyed to the Pacific Electric Railway Company, by deed recorded October 6, 1915 in <u>Book 406, Page(s) 385</u> of Deeds, Records of Riverside County, California;

Thence South 42°15'37" East, 491.61 feet on the Southwest line of last said land;

Thence North 78°14'31" East, 91.91 feet to the northeasterly line of last said land:

Thence North 42°15'37" West, 415.11 feet on said northeasterly line to an angle point therein:

Thence Northwest 145.75 feet on said northeasterly line to the Point of Beginning.

Also except, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to grantor, its successors and assigns:

but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use thereof by grantees, their heirs and assigns, as reserved in deed recorded June 3, 2004 as Instrument No. <u>04-424182</u> of Official Records.

Parcel C:

All of Parcel 2050-18B, as shown on Records of Survey in <u>Book 73, Page(s) 31 to 36</u>, inclusive, Records of Riverside County, California, within the City of Corona, County of Riverside, State of California, described as follows:

Commencing at the most southwesterly corner of Parcel 2050-18A as shown on said Record of Survey, said corner also being on the northerly right of way of Quarry Street as shown on said Record of Survey;

Thence North 48°02'00" West, 49.41 feet along the westerly right of way of said Parcel 2050-18A to the Point of Beginning;

Thence North 62°32'13" West, 1.92 feet;

Thence North 51°27'28" West, 571.67 feet;

Thence North 35°01'42" West, 529.02 feet to the most northwesterly corner of said Parcel 2050-18B:

Thence South 41°21'41" East, 489.39 feet to the beginning of a curve concave northeasterly, having a radius of 4,000.00 feet;

Thence southeasterly along the arc of said curve 457.64 feet, through a central angle of 06°40'19", to which a radial bears South 41°58'00" West;

Thence South 48°02'00" East 129.01 feet to the Point of Beginning, as shown in deed recorded June 30, 2004 as Instrument No. <u>04-507801</u> of Official Records.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Except therefrom those portions of above said Parcels A and B conveyed to the Riverside County Transportation Commission, a public agency of the State of California, as set forth and described as Caltrans Parcel No. 22302-1 in that certain document recorded April 10, 2014 as Instrument No. 14-130721 of Official Records.

APN: 115-060-049 New APN: 115-060-050

Parcel D:

Lot 1 of Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records, more particularly described as follows:

That certain parcel of land in the City of Corona, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of Lot 1 in the Sixth Street Addition as shown by map on file in <u>Book 08</u> Page(s) 42, of Maps, records of said County.

Thence along the easterly line of said Lot 1, North 00°44'07" East 92.12 feet to the southerly line of the Pacific Electric Railway Company right of way granted by deed recorded in <u>Book 385</u>, <u>Page(s) 289</u>, et

seq. of said county.

Thence along said southerly right of way North 62°29'19" West 27.46 feet to the beginning of a tangent curve concave southwesterly with a radius of 5,689.58 feet.

Thence northwesterly along said curve 29.79 feet, through a central angle of 00°18'00".

To a point of compound curve, concave southwesterly with a radius of 2.824.79 feet.

Thence northwesterly along said curve 29.58 feet, through a central angle of 00°36'00".

To a point of compound curve, concave southwesterly with a radius of 1,869.86 feet.

Thence northwesterly along said curve 12.51 feet, through a central angle of 00°23'00".

Thence leaving said southerly right of way North 45°13'18" East 160.63 feet to the easterly line of Parcel 2050-18A as shown by map recorded in <u>Book 73, Page(s) 31 through 36</u>, Records of Survey, records of said County.

Last said easterly line being a non-tangent curve concave northeasterly with a radius of 4,070.00 feet. A radial line at the beginning of said curve bears North 43°58'08" East.

Thence southeasterly along said curve 142.23 feet, through a central angle of 02°00'08".

Thence continuing along said easterly line South 48°02'00" East 178.42 feet to the northerly line of Quarry Street, 60 feet wide as shown on said Record of Survey.

Thence along said northerly line of Quarry Street, South 82°34'40" West 275.77 feet to the Point of Beginning.

Excepting therefrom the remainder parcel from Lot 1 of the Sixth Street as shown on Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. 05-1061875 of Official Records.

APN: 115-060-048

Parcel E:

Lot 2 of Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records, more particularly described as follows:

That certain parcel of land in the City of Corona, County of Riverside, State of California, described as follows:

Beginning at the intersection of the northerly line of the Sixth Street addition as per map recorded in <u>Book 08, Page(s) 42</u> of Maps, of Official Records of said county, and the southerly line of the Pacific Electric Railway Company Right of Way granted by deed recorded in <u>Book 385, Page(s) 289</u>, et seq., of Official Records.

Thence along said northerly line South 84°01'25" West 52.87 feet to the beginning of a non-tangent curve concave southwesterly with a radius of 409.00 feet, a radial line at the beginning of said curve bears South 45°18'50" West.

Thence North 81°23'34" East 51.72 feet:

Thence North 46°54'23" East 200.90 feet to the easterly line of Parcel 2050-18A as shown by map recorded in Book 73, Page(s) 31 through 36, Records of Survey.

Last said easterly line being non-tangent curve concave northeasterly with a radius of 4,070.00 feet, a radial line at the beginning of said curve bears North 46°09'54" East.

Thence southeasterly along said curve 155.99 feet, through a central angle of 02°11'46".

Thence South 45°13'18" West 160.63 feet to the southerly line of the Pacific Electric Railway Company Right of Way granted by deed recorded in <u>Book 385</u>, <u>Page(s) 289</u>, et seq, of Official Records.

Last said right of way being a non-tangent curve concave southwesterly with a radius of 1,869.86 feet, a radial line at the beginning of said curve bears South 26°13'41" West.

Thence northwesterly along said curve 103.90 feet, through a central angle of 03°11'01" to the Point of Beginning.

APN: <u>115-060-047</u>

Parcel F:

Lot 3 of Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records, more particularly described as follows:

That certain parcel of land in the City of Corona, County of Riverside, State of California, described as follows:

Beginning at a point on the westerly line of Parcel 2050-18A as shown by map recorded in <u>Book 73</u>, <u>Page (s) 31 through 36</u>, Records of Survey, said westerly line being a curve, concave northeasterly having a radius of 4070.00 feet, said point being distant southerly thereon 24.18 feet from the northerly terminus of last described curve.

Thence South 48°37'59" West 208.06 feet.

Thence South 1°553'25" West 74.51 feet to the beginning of a non-tangent curve concave southwesterly with a radius of 409.00 feet. A radial line at the beginning of said curve bears South 23°21'52" West.

Thence southeasterly along said curve 94.41 feet, through a central angle of 13°13'35".

Thence North 81°23'34" East 51.72 feet.

Thence North 46°54'23" East 200.90 feet to said westerly line of Parcel 2505-18A. Said westerly line being a non-tangent curve concave northeasterly with a radius of 4,070.00 feet, a radial line at the beginning of said curve bears North 46°09'54" East.

Thence northwesterly along said curve 151.54 feet, through a central angle of 02°08'00" to the Point of Beginning.

APN: 115-060-046

Parcel G:

That portion of Lot 1 of the Sixth Street Addition, as shown by map on file in <u>Book 08 Page(s) 42</u>, of Official Records of Riverside County, California, lying North of the northerly line of that certain right of way granted to the Pacific Electric Railway Company by deed recorded in <u>Book 385, Page(s) 289</u>, et seq, of Official Records.

APN: 115-060-044

APN: 115-060-049

(End of Legal Description)

EXHIBIT "B" COST ESTIMATE

(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance

\$714,000.00

Labor and Material

\$357,000.00

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project:	PWIM2018-007 DWG18-009S		DATE:	10/19/2018
Location:	1075 E Third Street, Corona, CA 92879			
Drawing No:	18-009S			
	Description of Improvements *Fill in as appropriate	Construction Cost	Performance Bond Note 2 (Round to nearest\$200)	Labor & Material Bond Note 3 (Round to nearest\$100)
	1 Non-Master Planned R/W (Public) Improvements	\$ 549,159	\$ 714,000	\$ 357,000
	2 Master-Planned R/W (Public) Improvements			
	3 Interim Improvements (not including Grading Work)			
	4 On-Site Public Improvements			
	5 On-site Non-public Improvements	· 		
	6 Additional Bond Improvements (beyond typical)			
1	HOTES:			
	All construction cost estimates should be attached to the landscape & irrigation. Performance Bond Estimate shall be calculated at 130 Engineering, Contingencies, & Planning. The 130% is Labor & Material Bond Estimate shall be 50% of the calculated at 130 Engineering, Contingencies, & Planning. The 130% is Labor & Material Bond Estimate shall be 50% of the calculated to the City staff shall review all estimates and may change the No arrangements for bonds shall be made until the City A current title report shall be submitted for bonding.	% of the estimated construithe estimated total construiculated Performance Bone amount of the engineer's the project's the second of the project of the proj	uction cost, to include uction cost. Id	
	PREPARED BY:			
	Victor Elia , PE KWC Engineers	WET STAMP & DATE		
	Company 951-734-2130	FROFES	A. E.	
	Telephone Number	6480	03 SONE	

QUANTITY ESTIMATE FOR STREET & STORM DRAIN IMPROVEMENTS

Project #:

DPR 2017-0118 (15-023R), PM2017-0104 - Self-Storage Facility - Public Street, SD, Sewer and Water

Location: 1075 E Third Street, Corona, CA 92879

10/19/2018

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00	323	\$ 2,584.00
AC Pavement	SF	\$3.00	7,340	\$ 22,020.00
Curb Only	LF	\$10.00		\$,020.00
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ _
Sidewalk	SF	\$8.00		\$ _
OTHER= Ex. S. D. Inlet & Ex. Pipe	EA	\$3,500.00	2	\$ 7,000.00
OTHER= Ex. S. D. Removal	LF	\$20.00	350	\$ 7,000.00
OTHER= Ex. Guardrail System	EA	\$250.00	2	500.00
OTHER=Ex. 2" Water line	LF	\$20.00	280	\$ 5,600.00
OTHER= Ex. B.O.	EA	\$500.00	1	\$ 500.00
511. <u>511</u> 51.51			SUBTOTAL	\$ 45,204.00
Relocation				
Power/Telephone Pole	EA	\$5,000.00	2	\$ 10,000.00
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$
			SUBTOTAL	\$ 10,000.00
Asphalt				
AC Berm 6"	LF	\$20.00	180	\$ 3,600.00
AC Berm 8"	LF	\$24.00		\$
AC Fogseal	SY	\$3.00		\$ -
AC Grind	SF	\$0.60	1,920	\$ 1,152.00
AC Overlay	SF	\$0.44	1,920	\$ 844.80
AC Pavement - 6" AC over 10" AB	SF			
Asphalt (sf x depth x 0.075)	TON	\$75.00	364	\$ 27,295.31
Base (sf x depth / 27)	CY	\$55.00	298	\$ 16,408.64
AC Pavement - 5" AC over 6" AB	SF			
Asphalt (sf x depth x 0.075)	TON	\$75.00	127	\$ 9,501.98
Base (sf x depth / 27)	CY	\$55.00	74	\$ 4,096.48
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 62,899.21
Concrete				
Alley Approach, 8" PCC	SF	\$15.00		\$ -
Curb "0" Only	LF	\$10.00		\$ -
Curb Only 6"	LF	\$20.00	64	\$ 1,280.00
Curb Only 8"	LF	\$24.00		\$ -
Curb & Gutter 6"	LF	\$25.00		\$ -
Curb & Gutter 8"	LF	\$26.00	350	\$ 9,100.00
Rolled Curb 6"	LF	\$25.00		\$ -
Cross Gutter & Spandrel	SF	\$16.00		\$ -

D/W Approach, Complete	EA	\$4,000.00	4	\$	16,000.00
D/W Approach, 6"	SF	\$11.00		\$	- 10,000.00
D/W Approach, 8"	SF	\$12.00		\$	-
Pavement, 6"	SF	\$11.00		\$	-
Pavement, 8"	SF	\$12.00		\$	-
Sidewalk, 4" W=5'	SF	\$10.00	1,750	\$	17,500.00
Ribbon Gutter W= 3'	LF	\$45.00		\$	-
W/C Ramp	EA	\$2,500.00		\$	-
W/C Ramp	SF	\$10.00		\$	
			SUBTOTAL	\$	43,880.00
Storm Drain					
Box Culvert (Including Backfill)	CY	\$3,500.00		\$	
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	_
Catch Basin, W<8'	EA	\$7,000.00	1	\$	7,000.00
Catch Basin, W>8'	EA	\$10,500.00	2	\$	21,000.00
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	
Collar, <45"	EA	\$1,300.00	7	\$	9,100.00
Collar, 45"-60"	EA	\$1,300.00		\$	3,100.00
Collar, >60"	EA	\$2,000.00		\$	
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$7,000.00		\$	
Grate Inlet, 12" x 12"	EA	\$500.00		\$	
Grate Inlet, 12 x 12 Grate Inlet, 24" x 24"	EA	\$1,300.00		\$	-
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$	
Headwalls, Gravity Type	EA	\$2,000.00		\$	
Headwalls, Wing Type	EA	-		Ф	
Inlet Apron	EA	\$9,000.00 \$3,000.00		\$	
Modified Outlet	EA	-		\$	-
Junction Structure	EA	\$8,500.00	1		10,000,00
	EA	\$10,000.00	1	\$ \$ \$ \$	10,000.00
Manhole, H<8'	EA	\$4,500.00	3	*	13,500.00
Manhole, H>8'	LF	\$5,500.00		\$	40.500.00
Pipe, 18" RCP		\$150.00	90	<u>\$</u>	13,500.00
Pipe, 24" RCP Pipe, 30" RCP	LF	\$180.00	440		79,200.00
	LF	\$190.00		\$	-
Pipe, 36" RCP	LF	\$200.00	90	\$	18,000.00
Pipe, 42" RCP	LF	\$220.00		\$	
Pipe, 48" RCP	LF	\$230.00		\$	-
Pipe, 60" CMP	LF	\$250.00		\$	-
Pipe, 4" PVC	LF	\$20.00		\$	-
Pipe, 4" Perf PVC	LF	\$20.00		\$	-
Pipe, 6" PVC	LF	\$25.00		\$	-
Pipe, 8" PVC	LF	\$30.00		\$	-
Pipe, 10" PVC	LF	\$35.00		\$	-
Pipe, 12" PVC	LF	\$40.00		\$	*
Pipe, 18" HDPE	LF	\$50.00		\$	-
Rip-Rap, Grouted	SF	\$10.00		\$	-
Rip-Rap, Grouted	Ton	\$75.00		\$	-
Transition Structure	EA	\$5,000.00		\$	
Underwalk Drain, W<6'	EA	\$2,500.00		\$	-
Underwalk Drain, W>6'	EA	\$3,500.00		\$	-
OTHER=Modify Ex. RCFC Manhole	EA	\$2,750.00	1	\$	2,750.00

OTHER=		\$0.00		\$	
OTHER		Ψ0.00	SUBTOTAL	\$	174,050.00
Street Lights					
Pull Box No. 3 1/2	EA	\$300.00	7	•	2,100.00
Pull Box No. 5	EA	\$400.00	1	\$	2,100.00
Service Point	EA	\$5,500.00		\$	
St. Light, 501 - 1 only	EA	\$5,400.00		\$	
St. Light, 501 - 2 to 5	EA	\$5,200.00		\$	
St. Light, 501 - 5+	EA	\$4,500.00		\$	
St. Light, 502 - 1 only	EA	\$5,800.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00	3	\$	16,200.00
St. Light, 502 - 5+	EA	\$5,000.00	3	\$	16,200.00
St. Lt. Conduit, 1" Sch 80	LA	\$5,000.00		\$	-
<500 LF	LF	¢12.00		\$	-
>500 LF	LF	\$12.00			
	LF	\$10.00	630	\$	6,300.00
St. Lt. Conduit, 1 1/2		040.00	100	\$	
<500 LF	LF	\$16.00	100	\$	1,600.00
>500 LF	LF	\$14.00		\$	
OTHER=	EA	\$0.00		\$	-
			SUBTOTAL	\$	26,200.00
Traffic					
Signal, 6 phse+MstrCont.	EA	\$240,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$265,000.00		\$	-
Signal, Both+Intrconnect	LF	\$20.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping 12" Sld wht/ylw	LF	\$2.50		\$	-
Sign - TB Lane	EA	\$273.00			_
Traffic Arrows	EA	\$60.00		\$	-
Other - Signal Modification	EA	\$75,000.00		\$	-
		V. 0,000.00	SUBTOTAL	\$	-
TW-#-					
Walls Retaining Walls	SF	\$15.00		\$	
retaining vvalis	01	Ψ13.00		Ψ	
Miscellaneous					
Barricade, 40'	EA	\$1,600.00	1	\$	1,600.00
Water Lateral	EA	\$5,000.00		\$	-
Water Meter Installation	EA	\$2,500.00	2	\$	5,000.00
Paving Replacement, Trench	LF	\$16.00		\$	-
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-
Street Name Signs	EA	\$500.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	6,600.00
Sawar		-			
Sewer Manhole, 5' dia., 12' to 20' deep	EA	\$7,000.00		\$	
Manhole, 5' dia. > 20' deep	EA	\$9,000.00		\$	
marriole, o dia. > 20 deep	LA	φ3,000.00	···	Ψ	-

Manhole, 6' dia., 12' to 20' deep	EA	\$8,000.00		\$	-
Pipe, 4" VCP	LF	\$24.00		\$	_
Pipe, 6" VCP	LF	\$30.00		\$	
Pipe, 8" VCP	LF	\$37.00		\$	
Pipe, 10" PVC	LF	\$44.00		\$	_
Pipe, 12" PVC	LF	\$50.00		\$	-
Pipe, 15" PVC	LF	\$57.00		\$	-
Pipe, 4" DIP	LF	\$33.00		\$	-
Pipe, 6" DIP	LF	\$39.00		\$	-
Pipe, 8" DIP	LF	\$48.00		\$	-
Pipe, 10" DIP	LF	\$54.00		\$	_
Pipe, 12" DIP	LF	\$61.00		\$	
Pipe, 15" DIP	LF	\$73.00		\$	-
		******	SUBTOTAL	\$	-
Miscellaneous Sewer					
Adjust Manhole	ΕΛ	\$1 EEO OO		•	2.400.00
(i) 100 - 10	EA	\$1,550.00	2	\$	3,100.00
Clean Out	EA	\$1,060.00		\$	
Saddle	EA	\$1,170.00		\$	-
OTHER=	LF	\$0.00		\$	-
OTHER=	EA	\$0.00		\$	
OTHER=	SF	\$0.00	011070711	\$	-
		20	SUBTOTAL	\$	3,100.00
Water					
Pipe, 4" Class 150	LF	\$30.00		\$	-
Pipe, 6" Class 150	LF	\$36.00	40	\$	1,440.00
Pipe, 8" Class 150	LF	\$41.00		\$	-
Pipe, 12" D.I. Pipe Class 350	LF	\$65.00	1,370	\$	89,050.00
Pipe, 8" D.I. Pipe Class 350	LF	\$55.00		\$	-
Pipe, 12" Class 150	LF	\$51.00		\$	-
Valve, 8"	EA	\$1,680.00		\$	-
Valve, 10"	EA	\$2,030.00		\$	-
Valve, 12"	EA	\$2,270.00	6	\$	13,620.00
Valve, 16"	EA	\$3,550.00		\$	-
Blind Flange	EA	\$450.00	1	\$	450.00
			SUBTOTAL	\$	104,560.00
Miscellaneous Water					
Air & Vac, 1"	EA	\$2,700.00		\$	-
Blow Off, 2"	EA	\$1,500.00		\$	-
Blow Off, 4"	EA	\$3,600.00		\$	-
Blow Off, 6"	EA	\$4,000.00	3	\$	12,000.00
Fire Hydrant, 6"	EA	\$4,400.00	3	\$	13,200.00
Fire Service, 6"	EA	\$10,500.00	2	\$	21,000.00
Fire Service, 8"	EA	\$14,750.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$1,050.00	2	\$	2,100.00
Service, 1-1/2"	EA	\$1,500.00		\$	-
Service, 2"	EA	\$2,200.00	1		2,200.00
Trench Backfill & Pavement Repair	LF	\$16.00	40	\$	640.00
OTHER= 12"x12" D.I. Tee	EA	\$550.00	2	\$	1,100.00
OTHER= Waterline fittings as neede		\$250.00	3	\$ \$ \$	750.00
•					

			SUBTOTAL	\$ 72,666.00
OTHER= Adjust Water Valve	LF	\$450.00	6	\$ 2,700.00
OTHER= Water Service & Meter Replacement	EA	\$1,200.00	7	\$ 8,400.00
OTHER=2-wire test station	EA	\$1,000.00	2	\$ 2,000.00
OTHER=12" - 90 Bend	EA	\$351.00	1	\$ 351.00
OTHER=12" - 22.5 Bend	EA	\$350.00	1	\$ 350.00
OTHER=12" - 45 Bend	EA	\$350.00	5	\$ 1,750.00
OTHER=Thrust Block	EA	\$500.00	2	\$ 1,000.00
OTHER=12"x8" D.I. Reducer	EA	\$375.00	3	\$ 1,125.00
OTHER= Backflow Assembly	EA	\$1,000.00	2	\$ 2,000.00

Victor Elis

KWC Engineers

Company

951-734-2130 x220

Telephone Number

TOTAL COST \$

549,159.21





Cash Register Receipt

Receipt Number

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2018-0007 Address: 1075 THIRD ST E	APN: 117252025		
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$714,000.00
TOTAL FEES PAID BY RECEIPT:R14428	建 工作的原理工作。		\$714,000.00

Date Paid: Monday, May 06, 2019 Paid By: THIRD STREET ANNEX, LLC

Cashier: ACIS

Pay Method: BOND



Cash Register Receipt

Receipt Number

DESCRIPTI	ON	ACCOUNT	STATUS	PAID
ProjectTRAK				
PWIM2018-0007 Add	dress: 1075 THIRD ST E	APN: 117252025		
LABOR & MATE IMPROVEMENT	RIAL BOND – PUBLIC	11000000 22002	ORIGINAL	\$357,000.00
TOTAL FEES PAID BY RECE	EIPT:R14429			\$357,000.00

Date Paid: Monday, May 06, 2019 Paid By: THIRD STREET ANNEX, LLC

Cashier: ACIS

Pay Method: BOND

AGREEMENT FOR SURVEY MONUMENTATION Parcel Map 37412

This Agreement is made and entered into as of this 15th day of May, 2019, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and Third Street Annex, LLC, a California limited liability company, with its principal offices located at, 17671 Cowan Avenue, Suite 125, Irvine, CA 92614, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval **Parcel Map 37412** (hereinafter referred to as "**Parcel Map 37412** Map") has submitted to the City for its approval and subsequent recordation a map prepared by **KWC Engineers**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said Parcel Map 37412 Map prior to having interior monuments set for said Parcel Map 37412 Map, and in consideration has instructed to certify on said Parcel Map 37412 Map that monuments will be set within ONE YEAR after recordation of Parcel Map 37412 Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of Three Thousand Eight Hundred Dollars and No Cents (\$3,800.00) to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

City of Corona Public Works Dept. 400 S. Vicentia Avenue Corona, California 92882

DEVELOPER:

Third Street Annex, LLC 17671 Cowan Avenue, Suite 125 Irvine, CA 92614 **TENTH:** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either in writing or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIRD STREET ANNEX, LLC, a California limited liability company

	By:	Stadium Properties, LLC, a California limited liability company Manager		
		By: 5/3/2019 John C. Thomson Its: Manager		
ATTEST: CITY CLERK OF THE CITY OF CORONA		CITY OF CORONA		
By:(City Clerk)		By:(Mayor)		

NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY ORIGINAL - CITY CLERK; COPIES – DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A" LEGAL DESCRIPTION

Order No.:

01180-286511

Escrow No.: 01180-286511

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

Parcel A:

That portion of Section 30, Township 3 South, Range 6 West, in the Rancho El Sobrante de San Jacinto, County of Riverside, State of California, as per Map of Sectionalized Survey of said Rancho, recorded in Book 7, Page(s) 10 of Maps, Records of San Bernardino County, California, described as follows:

Beginning at the intersection of the West line of said Section 30 with the South line of the Atchison, Topeka and Santa Fe Railroad (formerly Southern California Railway Company), right of way;

Thence South 857.00 feet on said West line to the northerly line of the 25.26 acre tract conveyed to George E. Snidecor, by deed recorded in Book 350, Page(s) 73 of Deeds, Records of Riverside County. California:

Thence on said northerly line the following bearings and distances:

South 89°22'00" East, 1,137.70 feet;

Thence South 43°00'00" East, 453.20 feet:

Thence South 00°37'00" West, 392.00 feet to the northerly line of Quarry Street;

Thence North 89°22'00" East, 111.66 feet on last said northerly line;

Thence North 82°20'00" East, 665.26 feet;

Thence North 51°42'00" West, 624.87 feet;

Thence North 35°18'00" West, 629.71 feet;

Thence North 42°04'00" West 469.90 feet, to said South line of the Atchison, Topeka and Santa Fe Railroad Right of Way:

Thence northwesterly on said South line to the Point of Beginning.

Except that portion in the East Sixth Street Addition as per Map recorded in Book 8, Page(s) 42 of Maps, Records of Riverside County, California.

Also except that portion described as follows:

Beginning at the intersection of the West line of said Section 30, with the South line of the Atchison, Topeka and Santa Fe Railroad (formerly Southern California Railway Company) Right of way:

Thence South 857.00 feet on said West line to the northerly line of the 25.26 acre tract conveyed to George E. Snidecor, by deed recorded in Book 350, Page(s) 73 of Deeds, Records of Riverside County, California:

Thence on said northerly line the following bearings and distances:

South 89°22'00" East, 1,137.70 feet, to the West line of the land described as Parcel 1 in deed to the Pacific Electric Railway Company recorded October 6, 1915 in Book 406, Page(s) 385 of Deeds:

Thence North 42°15'37" West 900.84 feet to said South line of the Atchison, Topeka and Santa Fe Railroad Right of Way;

Thence westerly on said South line to the Point of Beginning.

Also except that portion described in deed to the State of California, recorded March 29, 1960 as Instrument No. <u>27697</u> of Official Records.

Also except that portion in the Southern Pacific Railroad Company Right of Way.

Also except that portion deeded to the State of California September 15, 1988 as Instrument No. 88-266222 of Official Records.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. 05-1061875 of Official Records.

Parcel B:

Parcel B-1

That portion of the land described in deed to the Pacific Electric Railway Company, a corporation, recorded November 14, 1913 in Book 385, Page(s) 289 of Deeds, lying northerly of the centerline of Quarry Street (60.00 feet wide) and lying easterly and southerly of the southeasterly line of Parcel 8 as shown on Parcel Map recorded in Book 23, Page(s) 70 of Parcel Maps, Records of Riverside County, California, said land described in deed to the Pacific Electric Railway Company more particularly described as follows:

All that portion of the land conveyed by Goo I. Lamy, et ux, to El Sobrante Land Company, by deed recorded in <u>Book 326</u>, <u>Page(s) 222</u> of Deeds, Records of Riverside County, California, lying between lines which are parallel to and distant 40 feet on each side of the following described surveyed center line of the Pacific Electric Railway, to it:

Beginning at Engineers Station 2279+98.92 of said surveyed center line, said Station 2279+98.92 being in the westerly line of that certain 25.36 acre tract of land conveyed by Herbert Buckley Praed, et al, to George E. Snidecor, Trustee, by deed recorded in Book 350, Page(s) 73 of Deeds, Records of Riverside County, California, and distant northerly, when measured along said westerly line, 502.23 feet, more or less, from the Southwest corner of said 25.36 acre tract of land;

Thence from said Point of Beginning easterly along a 1° railway curve concave northerly (a tangent to said curve at said Point of Beginning having a bearing of South 85°14'55" East) 215.13 feet to Engineers Station 2282+14.05 of said surveyed center line, said Station 2282+14.05 being at the end of said curve;

Thence South 87°24' East 1086.94 feet to Engineers Station 2293+00.99 of said surveyed center line, said Station 2293+00.99 being at the beginning of a 3° tapered railway curve concave southwesterly;

Thence southeasterly along said 3° tapered railway curve 343.47 feet to Engineers Station 2296+44.46 of said surveyed center line, said Station 2296+4.46 being in the easterly line of the land described under head of Exception "F" in above mentioned deed to El Sobrante Land Company, and distant northerly 366.19 feet, more or less, from the intersection of said easterly line with the northerly line of Quarry Street, as said Quarry Street is referred to in said deed to El Sobrante Land Company;

Thence continuing southeasterly along said 3° curve, 402.42 feet to Engineers Station 2500+44.88 of said surveyed center line, said Station 2500+46.88 being in the northerly line of East Sixth Street Addition, as per map recorded in <u>Book 8, Page(s) 42</u> of Maps, Records of Riverside County, California, and distant westerly, when measured along said northerly line, 110.88 feet, more or less, from the northeasterly corner of Lot 1 of said East Sixth Street Addition;

Thence continuing southeasterly along said 3° tapered railway curve 104.11 feet to Engineers Station 2301+50.99 of said surveyed center line, said Station 2301+50.99 being at the end of said 3° tapered railway curve;

Thence South 63°42' East 7.44 feet to Engineers Station 2301+58.43 of said surveyed center line, said Station 2301+58.43 being in the easterly line of above mentioned Lot 1 and distant northerly 136.92 feet, more or less, from the southeasterly corner of said Lot 1;

Thence continuing South 63°42' East 236.52 feet to Engineers Station 2303+94.95 of said surveyed center line, said Station 2303+94.95 being in the northerly line of said Quarry Street and distant easterly 213.47 feet, more or less, from the intersection of said northerly line of said Quarry Street with the easterly line of said Lot 1;

Thence continuing South 63°42' East 104.70 feet to Engineers Station 2304+99.65 of said surveyed center line, said Station 2704+99.65 being in the southerly line of said Quarry Street and distant easterly 3.45 feet, more or less, from the northwesterly corner of that certain 49.55 acre tract of land described in deed recorded in Book 296, Page(s) 263 of Deeds, Records of Riverside County, California;

Thence continuing South 63°42' East 1234.98 feet to Engineers Station 2317+34.63 of said surveyed center line, said Station 2317-34.63 being at the beginning of a 3° tapered railway curve concave northeasterly;

Thence southeasterly along said last mentioned 3° tapered curve 794.44 feet to Engineers Station 2325 +29.07 of said surveyed center line, said Station 2325+29.07 being at the end of said last mentioned 3° curve;

Thence South 85°44' East 662.49 feet to Engineers Station 2331+91.56 of said surveyed center line, said Station 2331+91.56 being in the northeasterly line of said 49.55 acre tract of land and distant northwesterly, when measured along said northeasterly line, 305.02 feet, more or less, from a point in said northeasterly line, which is described in said last mentioned deed as being North 45°40' West 289.75 feet from a point which is described in said last mentioned deed as being North 6°18' East 111.2 feet from the southeasterly corner of said 49.55 acre tract of land;

Thence continuing South 85°44' East 309.97 feet to Engineers Station 2333+01.53 of said surveyed center line, said Station 2333+01.53 being in the southwesterly line of that certain 57.9 acre tract of land conveyed by William Henry Chemicale, et ux, to Chas D. Ackerman, by deed recorded in <u>Book 358, Page (s) 65</u> of Deeds, Records of Riverside County, California, and distant northwesterly, when measure along said southwesterly line 374.99 feet, more or less, from a point in the boundary line of said 57.9 acre tract of land, which is described in said last mentioned deed as being North 27°10'45" West 351.74 feet from the easterly corner of said 57.9 acre tract of land;

Thence continuing South 85°44' 576.97 feet to Engineers Station 2340+78.50 of said surveyed center line, said Station 2340+78.50 being in the easterly line of said 57.9 acre tract of land and distant northerly 435.53 feet, more or less, from the southeasterly corner of said 57.9 acre tract of land;

Thence continuing South 85°44' East 24.4 feet to Engineers Station 2341+02.9 of said surveyed center line, said Station 2341+02.9 being in the westerly line of that certain 6.97 acre piece or parcel of land conveyed by William H. Alley, et ux, to Temescal Rock Company, by deed recorded in <u>Book 357, Page(s)</u> 359 of Deeds, Records of Riverside County, California, and distant northerly 433.47 feet, more or less.

from the intersection of said westerly line of said 6.97 acre piece of parcel of land with the southerly line of Section 29, Township 3 South, Range 6 West, of the San Bernardino Base and Meridian;

Thence continuing South 85°44' East 76.40 feet to Engineers Station 2341+79.30 of said surveyed center line, said Station 2341+79.30 being in the easterly boundary line of the 50 foot right of way of the porphyry spur of the Atchison, Topeka and Santa Fe Railway, and distant southerly, when measured along said easterly line of said 50 foot right of way said porphyry spur 281.6 feet, more or less, from the intersection of said easterly line of said 50 foot right of way said porphyry spur with the southwesterly line of that certain 65 acre tract of land conveyed by John Fletcher Mountlon et al, to Fairchild-Gilmore-Wilton Company, by deed recorded in Book 216, Page(s) 171 of Deeds, Records of Riverside County, California;

Thence continuing South 85°44' East 172.40 feet to Engineers Station 2343+51.70 of surveyed center line, said Station 2341+51.70 being in the southwesterly line of above mentioned 65 acre tract of land and distant northwesterly 491.4 feet, more or less, from the southerly corner of said 65 acre tract of land:

Thence continuing South 85°44' East 780.29 feet to Engineers Station 2351+31.99 of said surveyed center line, said Station 2351+31.99 being in the southwesterly line of said 65 acre tract of land, and distant southwesterly 56.65 feet, more or less, from the intersection of said southeasterly line of said 65 acre tract of land with the northeasterly line of Lot 12 in Block 63 of the lands of the Riverside Land and Irrigation Company, as shown by map on file in Book 1 Page(s) 70, of Maps, Records of San Bernardino County, California.

Together with all interest in that part of said Quarry Street and those parts of all other public highways lying between said lines, which are parallel to and distant 40 feet on each side of the hereinbefore described surveyed centerline of the Pacific Electric Railway.

Excepting therefrom all that portion of East Sixth Street Addition as shown by map on file in <u>Book 8 Page</u> (s) 42, of Maps, Records of Riverside County, California.

And further excepting therefrom the land described in deed to the State of California, recorded September 19, 1961 as Instrument No. <u>80402</u> of Official Records of Riverside County, California.

And further excepting therefrom that portion, if any, included within the Temescal Creek Channel as disclosed by Record of Survey Map filed in <u>Book 73, Page(s) 31 to 36</u>, inclusive, of Maps, Records of Riverside County, California.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Parcel B-2:

A lot, piece of parcel of land being particularly described as being all that portion of East Sixth Street Addition, as per plat recorded in <u>Book 8</u>, <u>Page(s) 42</u> of Maps, Records of Riverside County, California, lying between Lines, which are parallel to and distant 40 feet on each side of the following described surveyed center line of the Pacific Electric Railway, to-wit:

Beginning at Engineers Station 2296+44.46 of said surveyed center line, said Station 2296+44.46 being in the easterly line of that certain 25.36 acre tract of land conveyed by Herbert Buckley Praed, et al, to George E. Snidecor, Trustee, by deed recorded in Book 350, Page(s) 73 of Deeds, Records of Riverside County, California, and distant northerly 366.9 feet, more or less, from the southeasterly corner of said 25.36 acre tract of land;

Thence from said Point of Beginning southerly along a 3° railway curve concave to the Southwest (a tangent to said curve at said Point of Beginning having a bearing of South 77°59'45" East) 402.42 feet to Engineers Station 2300+46.88 of said surveyed center line, said Station 2300+46.88 being in the northerly line of above mentioned East Sixth Street Addition, and distant westerly, when measured along

said northerly line, 110.88 feet, more or less, from the Northeast corner of Lot 1 of said East Sixth Street Addition;

Thence continuing southeasterly along said 3° curve 44.11 feet to Engineers Station 2300+90.99 of said surveyed center line, said Station 2300+90.99 being at a point compound curve;

Thence southeasterly along a 2° railway curve concave to the Southwest 30 feet to Engineers Station 2301+20.99 of said surveyed center line, said Station 2301+20.99 being at a point of compound curve:

Thence southeasterly along a 1° railway curve concave to the Southwest 30 feet to Engineers Station 2301+50.99 of said surveyed center line, said Station 2301+50.99 being at the end of said 1° curve;

Thence South 63°42' East, 7.44 feet to Engineers Station 2301+58.43 of said surveyed center line, said Station 2301+58.43 being in the easterly line of the above mentioned Lot 1 and distant northerly 136.92 feet, more or less, from the southeasterly corner of said Lot 1;

Thence continuing South 63°42' East, 236.52 feet to Engineers Station 2303+94.95, said Station 2303 +94.95 being in the northerly line of the easterly continuation of Quarry Street as said Quarry Street is shown on said recorded map of said East Sixth Street Addition, and distant easterly, when measured along said northerly line of said Quarry Street, 213.47 feet, more or less, from the Southeast corner or above mentioned Lot 1.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Parcel B-3:

A strip, piece or parcel of land situate in the County of Riverside, State of California, and being a portion of that certain tract of land first described in deed to E. J. Genereux, recorded in <u>Book 400, Page(s) 186</u> of Deeds, Records of Riverside County, California, said strip, piece or parcel of land being more particularly described as follows, to-wit:

Beginning at a point in the northerly line of that certain strip of land 80 foot in width conveyed by El Sobrante Land Company to the Pacific Electric Railway Company, by deed recorded in <u>Book 385, Page (s) 289</u> of Deeds, Records of Riverside County, California, said point being southeasterly 191.61 feet, measured along the northerly line of said strip of land 80 feet in width from the point of intersection of said line with the easterly line of that certain 8.37 acre tract of land conveyed by George E. Snidecor, Trustee, to Pacific Electric Land Company, by land recorded in <u>Book 398, Page(s) 128</u> of Deeds, Records of Riverside County, California;

Thence from said Point of Beginning southeasterly along the northerly line of said strip of land 80 feet in width, 352.36 feet to a point;

Thence North 63°42' West 106.33 feet to a point;

Thence North 55°32' West, 45.75 feet to the Point of Beginning of a curve concave to the Southwest and having a radius of 468.59 feet;

Thence northwesterly along said curve 66.79 feet to the end of said curve;

Thence North 63°42' West 133.73 feet to a point;

Thence South 26°18' West 37.99 feet to the Point of Beginning.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Parcel B-4:

A strip, piece or parcel of land being a portion of that certain tract of land First described in Deed to E.J. Genereux, recorded in <u>Book 400</u>, <u>Page(s) 186</u> of Deeds, in the Office of the County Recorder of said County of Riverside, said strip, piece or parcel of land being more particularly described as follows, to-wit:

Beginning at the Northeast corner of the certain 8.37 acre tract of land conveyed by George E. Snidecor, Trustee, to Pacific Electric Land Company, by deed recorded in <u>Book 398, Page(s) 128</u> of Deeds, Records of Riverside County, California;

Thence from said Point of Beginning South 44°25'45" East along the easterly line of said 8.37 acre tract of land, 426.89 feet, more or less, to the northerly line of that certain strip of land 80 feet in width conveyed by El Sobrante Land Company to Pacific Electric Railway Company, by deed recorded in <u>Book 385, Page(s) 289</u> of Deeds, Records of Riverside County, California;

Thence easterly along the northerly line of said strip of land 80 feet in width, 191.61 feet to a point;

Thence North 26°18' East, 37.99 feet to a point;

Thence northwesterly along a curve concave to the Northeast, and having a radius of 1146.01 feet, 428.79 feet to the end of said curve;

Thence North 42°15'37" West, 1013.37 feet, more or less, to the southerly line of the right of way of the Atchison, Topeka and Santa Fe Railroad Company;

Thence westerly along said southerly line of said right of way of the Atchison, Topeka and Santa Fe Railroad Company, 145.75 feet, more or less, to a point;

Thence South 42°15'37" East (parallel to and 80 feet southwesterly from the certain line herein described as having a bearing of North 42°15'37" West) 980.84 feet, more or less, to a point in the northerly line of said 8.37 acre tract of land;

Thence North 89°12'15" East along the northerly line of said 8.37 acre tract of land 1.94 feet to the place of beginning.

Excepting therefrom that portion of Section 30, Township 3 South, Range 6 West, in the Rancho El Sobrante de San Jacinto, City of Corona, County of Riverside, State of California, as shown by map on file in Book 7 Page(s) 10, of Maps, Records of San Bernardino County, California, described as follows:

Beginning at the most westerly corner of the land conveyed to the Pacific Electric Railway Company, by deed recorded October 6, 1915 in <u>Book 406, Page(s) 385</u> of Deeds, Records of Riverside County, California:

Thence South 42°15'37" East, 491.61 feet on the Southwest line of last said land;

Thence North 78°14'31" East, 91.91 feet to the northeasterly line of last said land;

Thence North 42°15'37" West, 415.11 feet on said northeasterly line to an angle point therein;

Thence Northwest 145.75 feet on said northeasterly line to the Point of Beginning.

Also except, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to grantor, its successors and assigns;

but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use thereof by grantees, their heirs and assigns, as reserved in deed recorded June 3, 2004 as Instrument No. 04-424182 of Official Records.

Parcel C:

All of Parcel 2050-18B, as shown on Records of Survey in <u>Book 73, Page(s) 31 to 36</u>, inclusive, Records of Riverside County, California, within the City of Corona, County of Riverside, State of California, described as follows:

Commencing at the most southwesterly corner of Parcel 2050-18A as shown on said Record of Survey, said corner also being on the northerly right of way of Quarry Street as shown on said Record of Survey;

Thence North 48°02'00" West, 49.41 feet along the westerly right of way of said Parcel 2050-18A to the Point of Beginning;

Thence North 62°32'13" West, 1.92 feet;

Thence North 51°27'28" West, 571.67 feet;

Thence North 35°01'42" West, 529.02 feet to the most northwesterly corner of said Parcel 2050-18B;

Thence South 41°21'41" East, 489.39 feet to the beginning of a curve concave northeasterly, having a radius of 4,000.00 feet;

Thence southeasterly along the arc of said curve 457.64 feet, through a central angle of 06°40'19", to which a radial bears South 41°58'00" West;

Thence South 48°02'00" East 129.01 feet to the Point of Beginning, as shown in deed recorded June 30, 2004 as Instrument No. <u>04-507801</u> of Official Records.

Also excepting any portion lying within Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records.

Except therefrom those portions of above said Parcels A and B conveyed to the Riverside County Transportation Commission, a public agency of the State of California, as set forth and described as Caltrans Parcel No. 22302-1 in that certain document recorded April 10, 2014 as Instrument No. 14-130721 of Official Records.

APN: 115-060-049 New APN: 115-060-050

Parcel D:

Lot 1 of Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records, more particularly described as follows:

That certain parcel of land in the City of Corona, County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of Lot 1 in the Sixth Street Addition as shown by map on file in <u>Book 08</u> Page(s) 42, of Maps, records of said County.

Thence along the easterly line of said Lot 1, North 00°44'07" East 92.12 feet to the southerly line of the Pacific Electric Railway Company right of way granted by deed recorded in <u>Book 385, Page(s) 289</u>, et

seq. of said county.

Thence along said southerly right of way North 62°29'19" West 27.46 feet to the beginning of a tangent curve concave southwesterly with a radius of 5,689.58 feet.

Thence northwesterly along said curve 29.79 feet, through a central angle of 00°18'00".

To a point of compound curve, concave southwesterly with a radius of 2,824.79 feet.

Thence northwesterly along said curve 29.58 feet, through a central angle of 00°36'00".

To a point of compound curve, concave southwesterly with a radius of 1,869.86 feet.

Thence northwesterly along said curve 12.51 feet, through a central angle of 00°23'00".

Thence leaving said southerly right of way North 45°13'18" East 160.63 feet to the easterly line of Parcel 2050-18A as shown by map recorded in <u>Book 73, Page(s) 31 through 36</u>, Records of Survey, records of said County.

Last said easterly line being a non-tangent curve concave northeasterly with a radius of 4,070.00 feet. A radial line at the beginning of said curve bears North 43°58'08" East.

Thence southeasterly along said curve 142.23 feet, through a central angle of 02°00'08".

Thence continuing along said easterly line South 48°02'00" East 178.42 feet to the northerly line of Quarry Street, 60 feet wide as shown on said Record of Survey.

Thence along said northerly line of Quarry Street, South 82°34'40" West 275.77 feet to the Point of Beginning.

Excepting therefrom the remainder parcel from Lot 1 of the Sixth Street as shown on Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. 05-1061875 of Official Records.

APN: 115-060-048

Parcel E:

Lot 2 of Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. $\underline{05-1061875}$ of Official Records, more particularly described as follows:

That certain parcel of land in the City of Corona, County of Riverside, State of California, described as follows:

Beginning at the intersection of the northerly line of the Sixth Street addition as per map recorded in <u>Book 08, Page(s) 42</u> of Maps, of Official Records of said county, and the southerly line of the Pacific Electric Railway Company Right of Way granted by deed recorded in <u>Book 385, Page(s) 289</u>, et seq., of Official Records.

Thence along said northerly line South 84°01'25" West 52.87 feet to the beginning of a non-tangent curve concave southwesterly with a radius of 409.00 feet, a radial line at the beginning of said curve bears South 45°18'50" West.

Thence North 81°23'34" East 51.72 feet;

Thence North 46°54'23" East 200.90 feet to the easterly line of Parcel 2050-18A as shown by map recorded in Book 73, Page(s) 31 through 36, Records of Survey.

Last said easterly line being non-tangent curve concave northeasterly with a radius of 4,070.00 feet, a radial line at the beginning of said curve bears North 46°09'54" East.

Thence southeasterly along said curve 155.99 feet, through a central angle of 02°11'46".

Thence South 45°13'18" West 160.63 feet to the southerly line of the Pacific Electric Railway Company Right of Way granted by deed recorded in <u>Book 385</u>, <u>Page(s) 289</u>, et seq, of Official Records.

Last said right of way being a non-tangent curve concave southwesterly with a radius of 1,869.86 feet, a radial line at the beginning of said curve bears South 26°13'41" West.

Thence northwesterly along said curve 103.90 feet, through a central angle of 03°11'01" to the Point of Beginning.

APN: 115-060-047

Parcel F:

Lot 3 of Lot Line Adjustment No. 05-031 recorded December 23, 2005 as Instrument No. <u>05-1061875</u> of Official Records, more particularly described as follows:

That certain parcel of land in the City of Corona, County of Riverside, State of California, described as follows:

Beginning at a point on the westerly line of Parcel 2050-18A as shown by map recorded in <u>Book 73</u>, <u>Page (s) 31 through 36</u>, Records of Survey, said westerly line being a curve, concave northeasterly having a radius of 4070.00 feet, said point being distant southerly thereon 24.18 feet from the northerly terminus of last described curve.

Thence South 48°37'59" West 208.06 feet.

Thence South 1°553'25" West 74.51 feet to the beginning of a non-tangent curve concave southwesterly with a radius of 409.00 feet. A radial line at the beginning of said curve bears South 23°21'52" West.

Thence southeasterly along said curve 94.41 feet, through a central angle of 13°13'35".

Thence North 81°23'34" East 51.72 feet.

Thence North 46°54'23" East 200.90 feet to said westerly line of Parcel 2505-18A. Said westerly line being a non-tangent curve concave northeasterly with a radius of 4,070.00 feet, a radial line at the beginning of said curve bears North 46°09'54" East.

Thence northwesterly along said curve 151.54 feet, through a central angle of 02°08'00" to the Point of Beginning.

APN: 115-060-046

Parcel G:

That portion of Lot 1 of the Sixth Street Addition, as shown by map on file in <u>Book 08 Page(s) 42</u>, of Official Records of Riverside County, California, lying North of the northerly line of that certain right of way granted to the Pacific Electric Railway Company by deed recorded in <u>Book 385</u>, <u>Page(s) 289</u>, et seq, of Official Records.

APN: <u>115-060-044</u>

APN: 115-060-049

(End of Legal Description)



1880 COMPTON AVENUE. SUITE 100 • CORONA. CA 92881 Tel: (951) 734-2130 Fax: (951) 734-9139 www.kwcengineers.com

October 19, 2018

J.N. 2016-1594-4

City of Corona
Public Works Department
400 South Vicentia Avenue
Corona, CA 92882

Regarding: Parcel Map No. 37412 - Survey Monuments

To Whom It May Concern:

KWC Engineers will be setting the survey monuments for the above referenced map. As stated on the map, the setting of the final monuments will be complete within one year of recordation of the map. The estimated cost to set the final monuments is \$3,775.00. Please use this amount for any monumentation bond that the City may require.

Should you have any questions, please do not hesitate to contact me at 951.734.2130 ext. 230.

Sincerely,

Thomas M. Caseldine, PE, LS

Vice President





Cash Register Receipt City of Corona

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2018-0014 Address: 1075 E Third St	APN: 115060046		
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$3,800.00
TOTAL FEES PAID BY RECEIPT:R11328			\$3,800.00

Date Paid: Thursday, December 20, 2018

Paid By: THIRD STREET ANNEX, LLC

Cashier: KAVV

Pay Method: CHECK 1137