

City of Chino's Application and Contract

Attachment 2

DENNIS R. YATES
Mayor

EUNICE M. ULLOA
Mayor Pro Tem



CITY of CHINO

GLENN DUNCAN
EARL C. ELROD
TOM HAUGHEY
Council Members

MATTHEW C. BALLANTYNE
City Manager

LAFCO SC # 400

September 23, 2015

RECEIVED
SEP 30 2015

LAFCO
San Bernardino County

Ms. Kathleen Rollings-McDonald
Executive Officer
Local Agency Formation Commission
215 North "D" Street, Suite 204
San Bernardino, CA 92415-0490

Dear Ms. Rollings-McDonald:

Subject: Sewer and Water Service Connections –
12730, 12740, & 12756 Pipeline Ave, Chino, CA (Chino-Pipeline Ave 36, LLC)

The City of Chino hereby requests that the Local Agency Formation Commission consider the attached application for service pursuant to the requirements of Government Code Section 56133.

Sincerely,

Michael Bhatanawin

Michael Bhatanawin
Associate Engineer

MB:lm

Attachments



**SAN BERNARDINO LAFCO
APPLICATION FOR
EXTENSION OF SERVICE BY CONTRACT**

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME: City of Chino
CONTACT PERSON: Michael Bhatanawin
ADDRESS: 13220 Central Ave.
Chino, CA 91710
PHONE: (909) 334-3402
EMAIL: mbhatanawin@cityofchino.org

CONTRACTING PARTY:

NAME OF PROPERTY OWNER: Chino-Pipeline Ave 36, LLC
CONTACT PERSON: Rick Peters
MAILING ADDRESS: 110 N. Lincoln Ave, Suite 100
Corona, CA 92882
PHONE: (714) 713-1277
EMAIL: rpeters@griffin-residential.com
ADDRESS OF PROPERTY PROPOSED FOR CONTRACT: 12730, 12740, 12756 Pipeline Ave
Chino, CA 91710
CONTRACT NUMBER/IDENTIFICATION: See attached legal description
PARCEL NUMBER(S): 1016-521-03, 1016-521-04, 1016-521-05
ACREAGE: 6.86

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

Domestic water and sewer service

- (b) Are any of the services identified above "new" services to be offered by the agency? YES NO. If yes, please provide explanation on how the agency is able to provide the service.

The City owns an 8-inch water line and an 18-inch sewer line along Pipeline Ave. The City will permit connection to these facilities after improvement plans are approved and applicable fees have been paid.

2. Is the property to be served within the agency's sphere of influence? YES NO

3. Please provide a description of the service agreement/contract.

A copy of the Irrevocable Agreement to Annex to the City of Chino is attached.

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? YES NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

Although the property is adjacent to the City boundary, the project site is too small to be annexed independent of the surrounding area and would not create logical City boundaries. At such future time, if a larger area is proposed that will create logical boundaries, possible annexation may be considered if consistent with City policy.

- (b) Is the property to be served contiguous to the agency's boundary? YES NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

See response to 4 (a).

5. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?
 YES NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).
-

6. (a) What is the existing use of the property?

Single family residences, detached garages, fences and horse stables, however, the properties are now vacant.

- (b) Is a change in use proposed for the property? YES NO. If yes, please provide a description of the land use change.

To merge the three parcels in question into a single property and then into a 36-lot subdivision to be sold as single family residences.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

A copy of a complete description of the project is attached.

8. Are there any land use entitlements/permits involved in the agreement/contract?
 YES NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map	<input checked="" type="checkbox"/>
Permit (Conditional Use Permit, General Plan Amendment, etc.)	<input type="checkbox"/>
Conditions of Approval	<input checked="" type="checkbox"/>
Negative Declaration (Initial Study)	<input checked="" type="checkbox"/>
Notice of Determination (NOD)/Notice of Exemption (NOE)	<input checked="" type="checkbox"/>
Department of Fish and Game (DFG) Receipt	<input checked="" type="checkbox"/>
Others (please identify below)	<input type="checkbox"/>

9. Has the agency proposing to extend service conducted any CEQA review for this contract? YES NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

- (a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of: 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

Fronting the subject properties on Pipeline Ave, there is an existing 8-inch City water line located 20 feet west of centerline and an existing 18-inch City sewer line located 6 feet west of centerline (see attached Exhibit A). The developer will arrange for a contractor to construct the service connections.

- (b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

<i>Description of Fees/Charges</i>	<i>Cost</i>	<i>Total</i>
The cost of improvements and applicable City fees will be borne by the developer.		
Water Impact Fee	\$1,130/unit x 36	= \$40,680.00
Sewer Impact Fee	\$771/unit x 36	=\$27,756.00
12% Admin Fee	\$68,436 x 0.12	=\$8,212.32
I.E.U.A Fee	\$5,107/unit x 36	=\$183,852.00
Water Connection Fee (1" Meter)	\$623.40/meter x 36	=\$22,442.40
Encroachment Fee		=\$143.00
Construction Water Improvements		=\$250,729
Construction Sewer Improvements		=\$205,084
Inspection Fee \$421+4.8% Construction	\$421.00+(.048x\$455,813)	=\$22,300
Total Costs		\$761,198.72

- (c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

Not applicable.

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

Not applicable.

- 11 Does the City/District have any policies related to extending service(s) outside its boundary? YES NO. If yes, has a copy been provided to LAFCO? YES NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.

See attached City Municipal Code section 13.12.091, and Resolution No. 2006-028.

CERTIFICATION

As a part of this application, the city of Chino, or the _____ district agree to defend, indemnify, hold harmless, and release the San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, and expenses, including attorney fees. The agency signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge and belief.

Extension of Service by Contract
Application Form
SEPTEMBER 2011

(FOR LAFCO USE ONLY)

SIGNED

Michael Bhatanawin

NAME:

Michael Bhatanawin

POSITION TITLE:

Associate Engineer

DATE:

9/23/15

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission
215 North D Street, Suite 204
San Bernardino, CA 92415-0490
PHONE: (909) 383-9900 • FAX: (909) 383-9901

Project Description

The Pipeline Avenue Residential Development is a 6.86 acre single family detached development.

The proposed 36 single-family lot project shall be consistent with the existing neighborhoods surrounding the site and shall create a high quality environment. The future development shall be consistent with the City of Chino regulations for land use, infrastructure, utilities, and public services.

The project site consists of three separate parcels; Assessor's Parcel Numbers 1016-521-03-0-0000, 1016-521-04-0-0000 and 1016-521-05-0-0000, for a total 6.86 acres combined. The site is located within San Bernardino County within the City of Chino, Sphere of Influence with a preannexation zone of RD8 and a County of San Bernardino zone of RS-20M. The RD8 designation allows 4.5 to 8.0 dwelling units per adjusted gross acre. Pipeline Avenue

Residential Development has a proposed density of 5.24 units per acre, with an average lot size of 5,427 square feet. The RD8 classification is intended for new and existing single-family neighborhoods with slightly higher densities. This designation is mainly located in the older existing neighborhoods and in transition zones between lower-density residential uses and higher-density commercial, industrial and multi-family residential land uses. The project site shall be rezoned to Planned Development (PD) within the County to accommodate the 4,500 square foot lot minimum. See Exhibit 1 for Existing Site Photos.

The project is located in the northwestern portion of the City of Chino; specifically at 12730, 12740 and 12756 Pipeline Avenue. See Exhibits 2 through 5 for project location, City of Chino Land Use/General Plan designation and Zoning information.

This project was approved by the County of San Bernardino on July 25, 2014.

13.12.091 - Sewer service within the city's sphere of influence.

Anyone's property which is located outside the city's incorporated boundary, but within the city's sphere of influence, and who desires to obtain sanitary sewer services from the city, must request such in writing and provide pertinent information as to: the location, quantity and quality of flow of sewage to be delivered, how the request conforms with council policy related to such service, and where any sewer facility construction is required. In addition, the development of or on said property must be reviewed and approved by the city prior to receiving the requested sewer service connection permit. Also, the provisions of Sections 13.12.080, 13.12.090, and 13.16.041 shall be applicable.

(Ord. 89-25, 1989; Ord. 82-12 § 2 (part), 1982.)

RESOLUTION NO. 2006-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING EXISTING POLICY RELATED TO SANITARY SEWER SERVICE WITHIN THE CITY'S SPHERE OF INFLUENCE (REPLACING RESOLUTION NO. 89-180)

WHEREAS, existing and pending developments within the unincorporated area of the City's Sphere-of-Influence substantially rely on private on-site (septic) waste disposal systems; and

WHEREAS, the Chino Municipal Code, Chapter 13.14 (Sewers--Private Wastewater Disposal System), establishes requirements for connection to the sanitary sewer system; and

WHEREAS, Chapter 13.14 requires new and existing developments within 200 feet of a public sewer to connect to the sanitary sewer system; and

WHEREAS, the Water Quality Control Plan (WQCP) of the California Regional Water Quality Control Board - Santa Ana River Basin establishes requirements for the use of private septic systems; and

WHEREAS, the WQCP requires new residential dwelling units on lots less than one-half acre, which are 200 feet or less from a public sewer, to connect to the public sewer system; and

WHEREAS, the WQCP also requires development projects of more than one dwelling unit on lots less than one-half acre to connect to a public sewer system and that the distance requirement increases by 100 feet for each additional dwelling unit; and

WHEREAS, existing City policy requires parcels contiguous to the City boundary requesting public sewer service to annex to the City when receiving a sewer service connection; and

WHEREAS, the Local Agency Formation Commission (LAFCO) has allowed sanitary sewer connections without requiring the property to annex to the City and LAFCO must ensure that logical service boundaries for all services are established, which generally requires the inclusion of additional parcels/properties when an annexation is requested; and

WHEREAS, the City Council has been attentive to the desires of property owners in the City's Sphere-of-Influence who do not desire annexation to the City.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Chino will permit both existing and new development within the Sphere-of-Influence to apply for and receive sanitary sewer service from the City in accordance with the following criteria:

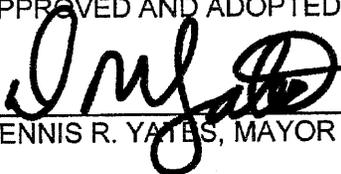
1. Any parcel(s) not adjacent to the City boundary, but requesting sewer service, must execute and file an irrevocable agreement to annex to the City at such time that sufficient parcels can be assembled and qualify for annexation in accordance with LAFCO policy pertaining to such annexations.
2. Any parcel(s), contiguous to the City boundary, requesting sewer service, may be required to annex to the City. At the time of the request, if annexation is determined by the City to not be feasible, an irrevocable agreement to annex to the City must be executed.

RESOLUTION NO. 2006-028
PAGE 2 OF 2

3. Any parcel(s) requesting sewer service must be developed in accordance with the City's General Plan provisions applicable to the affected area, and in conformance with the City's Standards and Codes relative to the development.

4. This Resolution is intended to replace Resolution No. 89-180, which addressed the same topic. Wherever there is any discrepancy between this Resolution and Resolution No. 89-180, this Resolution, No. 2006-028, shall control.

APPROVED AND ADOPTED THIS 2nd DAY OF MAY 2006.



DENNIS R. YATES, MAYOR

ATTEST:



LENNA J. TANNER, CITY CLERK

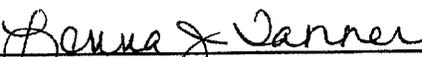
State of California)
County of San Bernardino) §
City of Chino)

I, Lenna J. Tanner, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution of the City of Chino was duly adopted by the City Council at a regular meeting held on the 2nd day of May 2006 by the following votes:

AYES: COUNCIL MEMBERS: YATES, DUNCAN, HAUGHEY, ULLOA

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: ELROD



LENNA J. TANNER, CITY CLERK

RECEIVED

OCT 28 2015

LAFCO
San Bernardino County

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

City of Chino
City Clerk
P.O. Box 667
Chino, CA 91708

Exempt from recording fees according to
Government Code Section No. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IRREVOCABLE AGREEMENT
TO
ANNEX TO THE CITY OF CHINO**

CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

This Agreement is made by and between the CITY OF CHINO, hereinafter referred to as CITY, and CHINO-PIPELINE AVE 36, LLC, a Delaware limited liability company, hereinafter referred to as OWNER.

WHEREAS, Owner is the legal property owner of the real properties situated in the State of California, County of San Bernardino, and consisting of approximately 6.61 gross acres located at 12730, 12740 and 12756 Pipeline Avenue, more commonly referred to as San Bernardino County Tax Assessor Parcel Numbers 1016-521-03, 1016-521-04 and 1016-521-05, described on Exhibit A attached. **(NOTE: Areas and distances are computed to the center of all adjoining streets and avenues).**

WHEREAS, Owner proposes to continue the current use of, or develop, said real property consistent with the land uses shown in the City General Plan, but within the unincorporated San Bernardino County area and within the City Sphere of Influence, and is requesting the use of City sanitary sewer and water systems, the right to extend said sewer and water systems to said property, and the right to connect the current use or the proposed development to extended sewer and water mains; and

WHEREAS, City is willing to consent to the connection of said property to the sewer and water mains only on the condition that the property be annexed to City at the earliest possible time; and

WHEREAS, Owner is desirous of annexing to City; and

WHEREAS, City will, in the future, proceed with the annexation of Owner's property, plus other property, but immediate annexation would cause delays which would create a substantial hardship for the owner of said property.

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

1. Owner does hereby give irrevocable consent to annex to City at such time as the annexation may be properly initiated through appropriate legal proceedings and Owner does further agree to provide all reasonable cooperation and assistance to City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by City, and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation whatsoever to force the annexation to City.

2. City does hereby agree to authorize the connection of said Owner's property to the sewer and water mains located in Pipeline Avenue. Said connection to the sewer and water mains shall be permitted by City at such time as the connection permit can be approved by the Local Agency Formation Commission (LAFCO) pursuant to the requirements of Government Code Section 51633. Said connection shall be permitted prior to annexation to the City if the situation meets LAFCO Executive Officer approved criteria of health and safety emergency.

3. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged on the annexation of property to the City. Said fees shall be payable when the same become due and payable.

4. Owner agrees to pay all fees and charges and make all deposits required by City to connect to and use the sanitary sewer and water systems and Owner agrees to be bound by all City ordinances, rules and regulations respecting the City sanitary sewer and water systems.

5. Owner agrees to continue the existing legal non-conforming use of the property or change/develop property use consistent with the Chino General Plan.

6. This Agreement shall be recorded with the office of the Recorder of the County of San Bernardino.

7. Owner executes this Agreement on behalf of himself/herself, his/her heirs, successors and assigns and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

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EXECUTED THIS _____, DAY OF _____.

Approved as to Form:

Approved as to Content:

(Signature Not Required)

City Attorney

Jose Alire
Assistant City Manager

OWNER: CHINO-PIPELINE AVE 36, LLC

By: _____
(Signature/Date)

Name: IAN GRIFFIN
(Please Type or Print Name)

NOTE: OWNER SIGNATURE(S) MUST BE NOTARIZED

CITY OF CHINO

Dated: _____

Matthew Ballantyne, City Manager

ATTEST:

Angela Robles, City Clerk Date

Attachments: Exhibit A
Exhibit B

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On October 27, 2015 before me, Dena Upp, A Notary Public personally appeared Ian Griffin

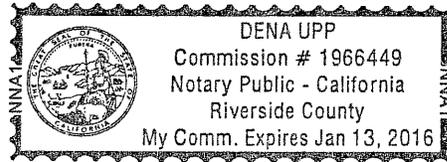
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Dena Upp



(Seal)

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED SAN BERNARDINO COUNTY AREA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE MAP NO. 18902 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

DIVISION A:

THE NORTH 82.51 FEET OF THE SOUTH 330.00 FEET OF THOSE PORTIONS OF LOTS 48 AND 49, SECTION 4, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP OF SUBDIVISION OF A PART OF THE RANCHO SANTA ANA DEL CHINO ON FILE IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 49; THENCE NORTH 938.90 FEET TO THE SOUTHERLY LINE OF RIGHT OF WAY OF SOUTHERN PACIFIC RAILROAD CO.; THENCE ALONG SAID LINE SOUTH 54° 24' EAST 747.00 FEET TO THE EASTERLY LINE OF SAID LOTS; THENCE SOUTH 463.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 49; THENCE WEST 660.00 FEET TO THE POINT OF BEGINNING.

APN(s): 1016-521-03-0000

DIVISION B:

THAT PORTION OF LOT 49, SECTION 4, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP OF SUBDIVISION OF A PART OF RANCHO SANTA ANA DEL CHINO ON FILE IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 49, DISTANT NORTHERLY 330 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 49; THENCE EAST PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 49; A DISTANCE OF 139.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID LOT A DISTANCE OF 337.20 FEET TO THE WESTERLY LINE OF LOT 49; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 49, A DISTANCE OF 237.56

FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID LINE SOUTH 54° 24' EAST 307.65 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID LOT 157.35 FEET TO A POINT WHICH IS 330 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 49; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 49, A DISTANCE OF 487.59 FEET TO THE TRUE POINT OF BEGINNING.

APN(s): 1016-521-04-0000

DIVISION C:

THAT PORTION OF LOTS 48 AND 49, SECTION 4, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO ON FILE IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 49; DISTANT NORTHERLY 330.00 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 49; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 48 AND 49, 608.20 FEET TO THE SOUTHERLY LINE OF RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID SOUTHERLY LINE SOUTHEASTERLY 463.50 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 49; THENCE OF WESTERLY ALONG THE NORTHERLY LINE OF LOT 49, 237.56 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 49, 139.24 FEET EAST OF THE NORTHWEST CORNER OF LOT 49; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF LOTS 48 AND 49, 337.20 FEET TO A POINT WHICH IS 330.00 FEET NORTH OF THE SOUTH LINE OF LOT 49; THENCE WESTERLY 139.24 FEET TO THE TRUE POINT OF BEGINNING.

APN(s): 1016-521-05-0000