

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

4240



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 1, 2009

SUBJECT: RDA Resolution No. 2009-021, Authorization to Purchase Road Right of Way in the Jurupa Valley Project Area – Portion of APNs 178-202-018, 178-202-019, and 178-251-010.
2nd Supervisorial District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2009-021, Authorization to Purchase Road Right of Way in the Jurupa Valley Project Area within the unincorporated community of Rubidoux, County of Riverside;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement for the purchase of a portion of Assessor's Parcel Numbers 178-202-018, 178-202-019, and 178-251-010 from Young He Kim, an unmarried woman, by the Redevelopment Agency;
3. Authorize the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and
4. Authorize the Executive Director of the Redevelopment Agency or designee to execute and take all necessary steps to implement the Acquisition Agreement including signing subsequent, necessary related documents to complete this transaction.

(continued on Page 2)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 75,000 plus escrow fees	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: YES

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 4/15/09
MICHELLE CLACK
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3/31/09 Item 4.3 **District:** 2 **Agenda Number:**

4.1
Form 11rda (Rev. 6/2003)

BACKGROUND:

Agency staff has successfully negotiated a settlement for the acquisition of property identified as a portion of Assessor's Parcel Numbers 178-202-018, 178-202-019, and 178-251-010 with Young He Kim, an unmarried woman, for a purchase price of \$75,000 plus escrow fees and miscellaneous costs associated with the acquisition.

The negotiated price is consistent with current property values in the Rubidoux area based on an independent fee appraisal report.

The subject property consists of 1,183± square feet of land and further referenced as a portion of Assessor's Parcel Numbers 178-202-018, 178-202-019, and 178-251-010. The property is needed for future road widening of Rubidoux Boulevard. The project will improve pedestrian and vehicular safety through new sidewalks, ADA handicap ramps and lane improvements in the Project Area.

The Notice of Intent to Purchase Real Property was approved by the Board of Directors on March 31, 2009.

Agency staff recommends that the Board of Directors adopt Resolution No. 2009-021.

Guided by Government Code Section 7267: "In order to encourage and expedite the acquisition and relieve congestion in the courts, to assume consistent treatment for owners in the public programs, and to promote public land acquisition practices, public entities shall, to the greatest extent practicable be guided by the provision of Section 7267.1: 'The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation.' "

BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

**RDA RESOLUTION NO. 2009-021
AUTHORIZATION TO PURCHASE RIGHT OF WAY IN THE JURUPA VALLEY
PROJECT AREA
PORTION OF APNs 178-202-018, 178-202-019, AND 178-251-010
(Second Supervisorial District)**

WHEREAS, the Redevelopment Agency for the County of Riverside ("Agency") is a Redevelopment Agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, the Riverside County Board of Supervisors adopted redevelopment plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert Communities, and I-215 Corridor, as amended, ("Project Areas"); and

WHEREAS, pursuant to Section 33670 of the Health and Safety Code, the Agency began receiving tax increment from the Project Areas in January 1988, and continues to receive annual tax increment revenue; and

WHEREAS, pursuant to the provisions of the Community Redevelopment Law, Section 33391 of the Health and Safety Code, the Agency may acquire, within a survey area or for purpose of redevelopment, any interest in real property; and

WHEREAS, the Agency has based on an independent fee appraisal report, negotiated a purchase price of \$75,000 for a portion of Assessor's Parcel Numbers 178-202-018, 178-202-019, and 178-251-010 ("Property"), more particularly described in Exhibit "A" and "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Rubidoux Sub-Area is located within the Jurupa Valley Redevelopment Project Area (Sub-Area"); and

WHEREAS, the Property is located within the Sub-Area; and

WHEREAS, the Agency intends to construct public improvements on the Property, which will assist in implementing the Sub-Area's redevelopment plan ("Plan");

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE: 4/20/09

1 and

2 **WHEREAS**, the public improvements will benefit the Sub-Area; and

3 **WHEREAS**, there are no other reasonable means of financing available to the
4 community; and

5 **WHEREAS**, the public improvements will assist in eliminating physical blighting
6 conditions within the Sub-Area; and

7 **WHEREAS**, the purchase of the Property for the construction of public
8 improvements is consistent with the implementation plan adopted pursuant to Health
9 and Safety Code Section 33490; and

10 **WHEREAS**, prior to using the Property for the purpose described in the Plan, the
11 Agency understands and agrees to fully comply with the California Environmental
12 Quality Act.

13 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
14 Board of Directors of the Redevelopment Agency for the County of Riverside, State of
15 California, in regular session assembled on April 28, 2009, as follows:

16 1. That the Board of Directors hereby finds and declares that the above
17 recitals are true, correct and incorporated herein by reference.

18 2. That the Redevelopment Agency for the County of Riverside is authorized
19 to purchase real property identified as a portion of Assessor's Parcel Numbers 178-202-
20 018, 178-202-019, and 178-251-010, as shown in Exhibit "A" and "B".

21 3. That the purchase price for the real property is \$75,000.

22 4. That the Chairman of the Board of Directors is hereby authorized to
23 execute any and all documents necessary to purchase the real property from Young He
24 Kim, an unmarried woman.

25 5. That the Executive Director of the Redevelopment Agency or designee is
26 hereby authorized to execute subsequent and relevant documents necessary to
27 complete this transaction.

28 ///

EXHIBIT "A"
PUBLIC ROAD & UTILITY EASEMENT

Those portions of Parcels 1 through 3 inclusive of Parcel Map No. 28705 as shown by map on file in Book 194, Pages 64 and 65 of Parcel Maps, Records of Riverside County, California, located in Section 10, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the intersection of the centerline of Rubidoux Boulevard (100.00 feet in width) with the centerline of 30th Street (66.00 feet in width) as shown on said Parcel Map No. 28705;

Thence North 37°27'11" East along said centerline of Rubidoux Boulevard, a distance of 58.06 feet;

Thence North 52°32'49" West, a distance of 50.00 feet to the **TRUE POINT OF BEGINNING**, said point being on the northwesterly right-of-way line of said Rubidoux Boulevard, said point also being an angle point in the boundary line of said Parcel 1;

Thence North 37°27'11" East along said northwesterly right-of-way line, and along said southeasterly line of said Parcel 1, and along the southeasterly line of said Parcels 2 and 3, a distance of 365.05 feet;

Thence South 41°37'50" West, a distance of 41.18 feet to a point on a line parallel with and distant northwesterly 3.00 feet, measured at a right angle, from said northwesterly right-of-way line;

Thence South 37°27'11" West along said parallel line, a distance of 322.87 feet;

Thence South 82°57'22" West, a distance of 37.20 feet to a point on the southwesterly line of said Parcel 1, said line also being the northeasterly right of way line of said 30th Street;

Thence South 52°28'33" East along said southwesterly line of said Parcel 1, and along said northeasterly right of way line, a distance of 4.53 feet;

Thence North 82°29'19" East along the southerly line of said Parcel 1, a distance of 35.33 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,142 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

PREPARED UNDER MY SUPERVISION

Mohammad A. Faghih
Mohammad A. Faghih, L.S. 6607 2/14/09 Date

Prepared By: *[Signature]*
Checked By: *[Signature]*

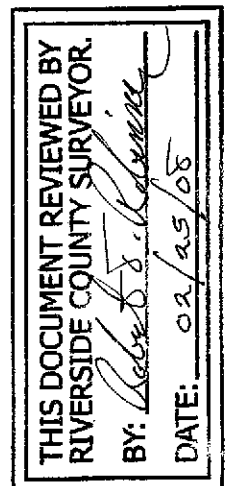
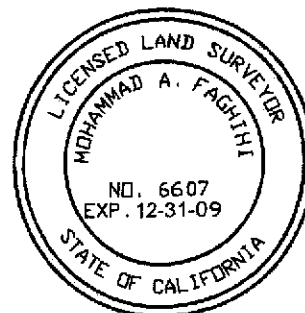
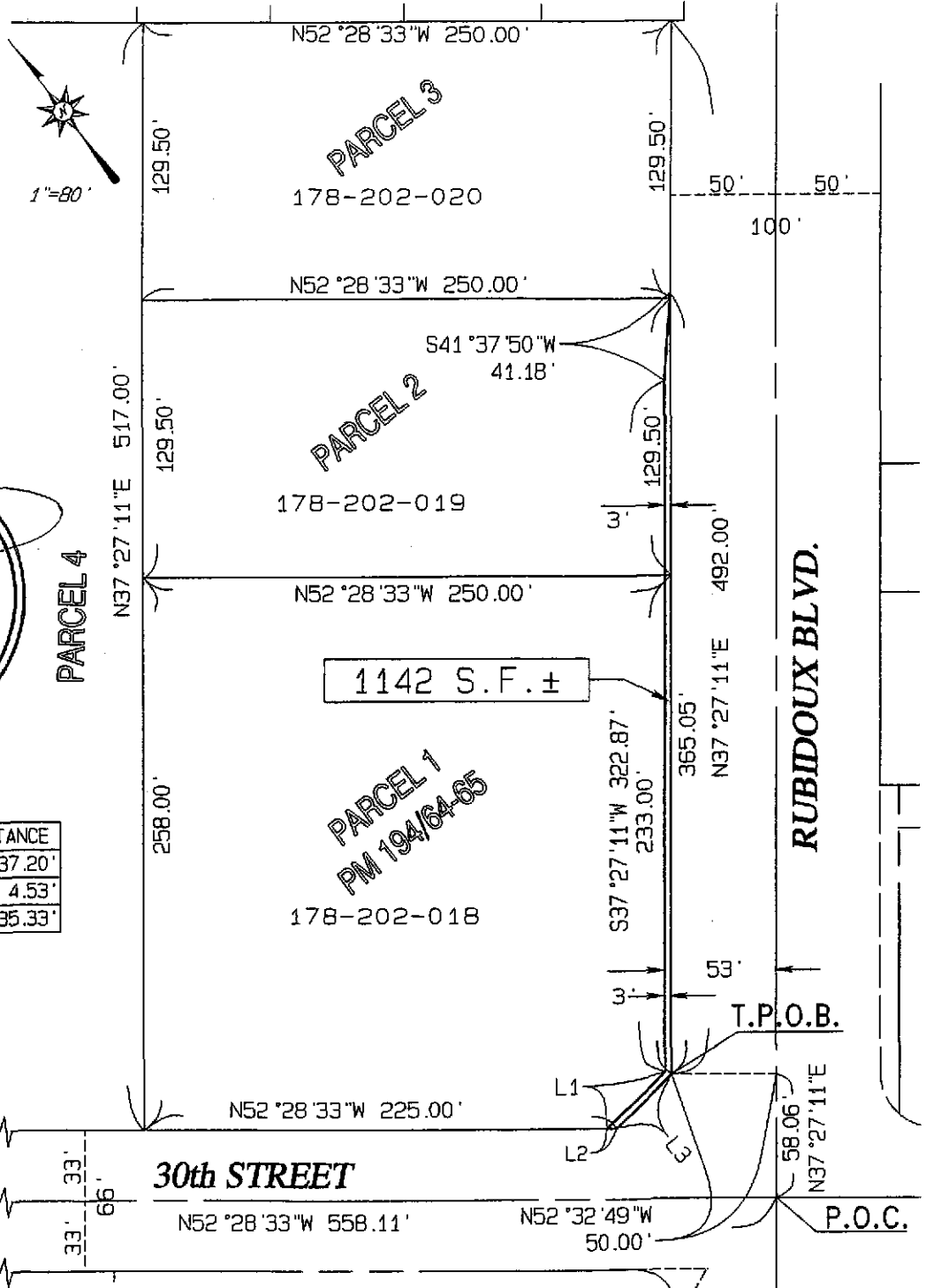


EXHIBIT "B"

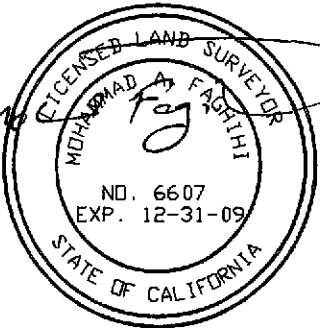
PUBLIC ROAD & UTILITY EASEMENT

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *Robert J. Libereaux*
 DATE: 02/31/08



LINE DATA

LINE	BEARING	DISTANCE
L1	S82°57'22"W	37.20'
L2	S52°28'33"E	4.53'
L3	N82°29'19"E	35.33'



SEC 10, T 2 S, R 5 W, S.B.M.

ALBERT A. WEBB ASSOCIATES	RIVERSIDE COUNTY, CALIFORNIA PLAT PREPARED: FEB. 14, 2008	FILE: G:\2004\04-0390\04-0390\043905U.pro
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DESCRIPTION. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.		SHEET <u>1</u> OF <u>1</u> W.O. 04-0390
SCALE: 1" = 80' DRWN BY: <i>[Signature]</i> CHKD BY: <i>[Signature]</i>	DATE: 2/14/08 DATE: 2/14/08	SUBJECT: PUBLIC ROAD AND UTILITY EASEMENT

EXHIBIT "A"
PUBLIC ROAD & UTILITY EASEMENT

That portion of Lot 4 in Block 25 of the Map of West Riverside on file in Book 9 of Maps, Page 34 thereof, Records of San Bernardino County, California, located in Section 10, Township 2 South, Range 5 West, described as follows:

COMMENCING at the intersection of the centerline of Rubidoux Boulevard (recorded as "B" Street), 59.00 feet in half width per deed recorded May 3, 2005 as Instrument No. 2005-0349354, Official Records of Riverside County, California with the centerline of 30th Street (33.00 feet in half width) of said deed;

Thence South 52°28'29" East along said centerline of 30th Street, a distance of 71.15 feet;

Thence North 37°31'31" East, a distance of 33.29 feet to the **TRUE POINT OF BEGINNING**, said point being on a non-tangent curve, concave to the northeast, having a radius of 25.00, the radial line from said point bears North 46°12'41" East, said point also being on the northeasterly right-of-way line of said 30th Street of said deed;

Thence northwesterly and northerly along said northeasterly right-of-way line and along said curve, to the right, through a central angle of 31°02'01", an arc distance of 13.54 feet to the most southerly point of a Public Road Easement granted as aforesaid;

Thence North 37°27'11" East along the southeast line of said Public Road Easement, a distance of 5.38 feet;

Thence South 10°48'09" East, a distance of 16.34 feet to the **TRUE POINT OF BEGINNING**.

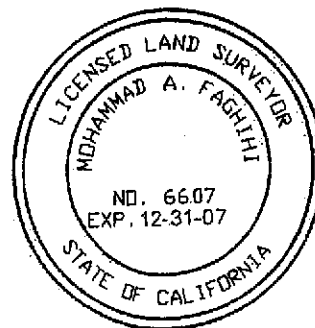
Containing 41 square feet, more or less.



SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

PREPARED UNDER MY SUPERVISION


Mohammad A, Faghhi, L.S. 6607

6/13/07
Date



Prepared By: 
Checked By: 

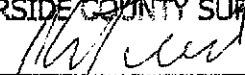
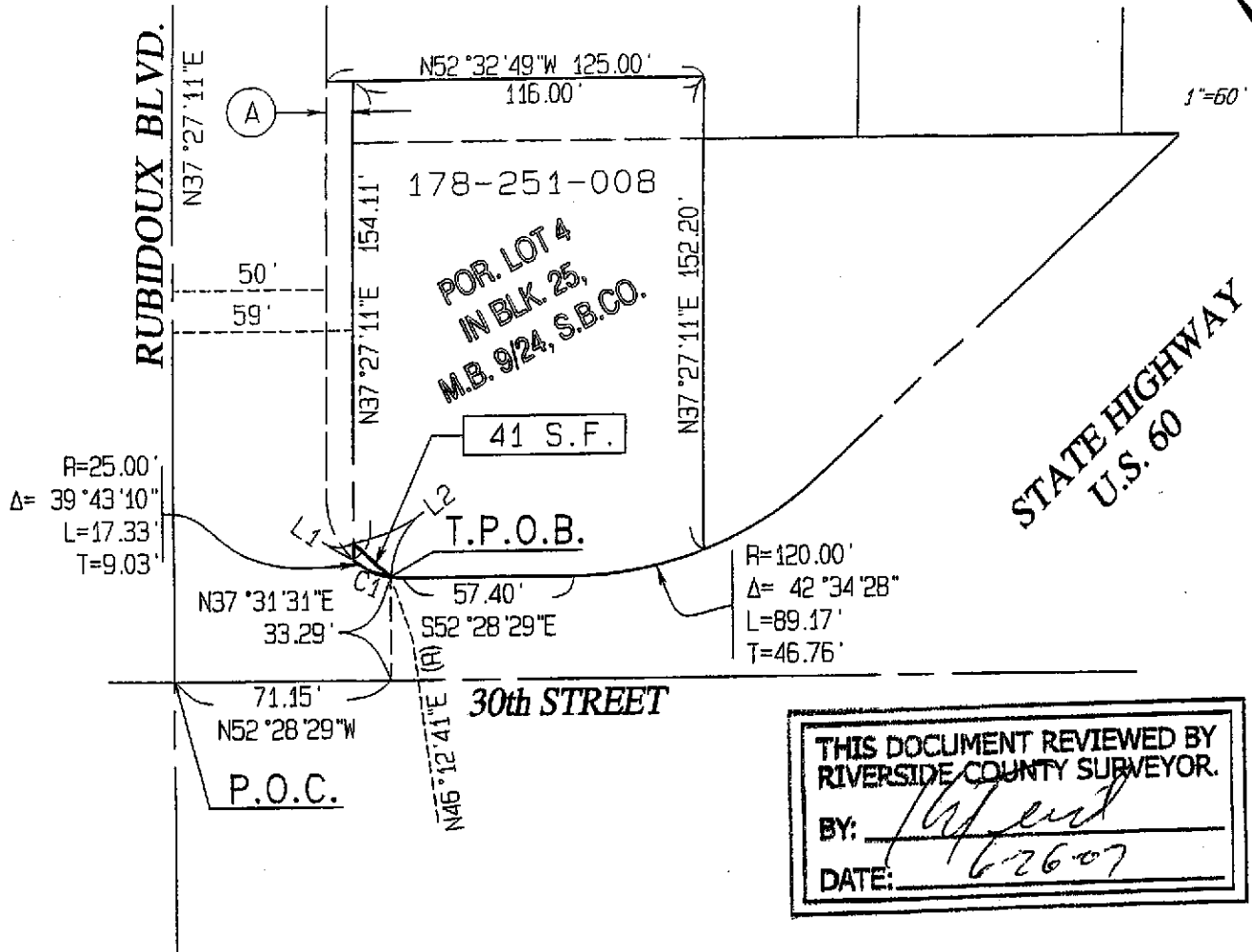
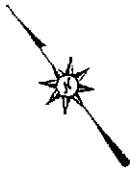
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 6-26-07

EXHIBIT "B"

PUBLIC ROAD & UTILITY EASEMENT

(A) 9' DEDICATED TO COUNTY OF RIVERSIDE BY DOC. 2005-0349354 ON 5/03/2005



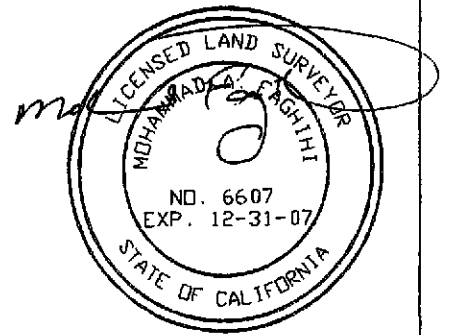
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
 BY: *[Signature]*
 DATE: 6-26-07

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	31°02'01"	13.54'	6.94'

LINE DATA

LINE	BEARING	DISTANCE
L1	N37°27'11"E	5.38'
L2	N10°48'09"W	16.34'



SEC 10, T 2 S, R 5 W

ALBERT A.
WEBB
 ASSOCIATES
 ENGINEERING CONSULTANTS

RIVERSIDE COUNTY, CALIFORNIA

PLAT PREPARED: JUNE 11, 2007

FILE: G:\2004\04-0390\04-0390\04390SU.pro

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DESCRIPTION. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SHEET 1 OF 1

W.O.
04-390

SCALE: 1" = 60'

DRWN BY *[Signature]* DATE 6/11/07
 CHKD BY *[Signature]* DATE 6/13/07

SUBJECT: PUBLIC ROAD AND UTILITY EASEMENT

1 Project: Rubidoux/Hwy 60 Road Improvement
2 APN: 178-202-018, 019, 178-251-010
3 portions of each
4 Address: 2985, 2994 Rubidoux Blvd.

5 ACQUISITION AGREEMENT

6 This AGREEMENT, herein called the "Agreement," is made by and between the
7 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency" and
8 YOUNG HE KIM, herein called "Grantor."

9 Grantor has executed and will deliver to John F. McDonald, Real Property Agent for the
10 Agency or to the designated escrow company, an Easement Deed dated _____, 2009,
11 identifying a portion of Assessor's Parcel Numbers 178-202-018, 178-202-019 and 178-251-010
12 herein called the "Property," in consideration of which it is mutually agreed as follows:

13 1. The Agency shall:

14 A. Pay to the order of Grantor the sum of \$75,000 for the Property, or interest
15 therein, conveyed by said deed, when title to said property or interest vests in Agency free and clear
16 of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those
17 encumbrances and easements which, in the sole discretion of the Agency, are acceptable.

18 B. Handle real property taxes, bonds, and assessments in the following manner:

19 1. All real property taxes shall be prorated, paid, and canceled pursuant
20 to the provisions of Section 5081 et. seq, of the Revenue and Taxation Code.

21 2. Agency is authorized to pay from the amount shown in Paragraph 1A
22 herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or
23 assessments that are due on the date title is transferred to, or possession is taken by the Agency,
24 whichever first occurs.

25 C. Pay all typical escrow, recording, reconveyance, and/or any other fees
26 incurred in this transaction, and if title insurance is desired by Agency, the premium charged
27 therefore.

28 2. Grantor shall:

A. Indemnify, defend, protect, and hold Agency, its officers, employees, agents,

1 successors, and assigns free and harmless from and against any and all claims, liabilities, penalties,
2 forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from
3 or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or
4 about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of
5 Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to
6 comply with any federal, state, or local laws relating to such materials or substances. For the
7 purpose of this agreement, such materials or substances shall include without limitation hazardous
8 substances, hazardous materials, or toxic substances as defined in the Comprehensive
9 Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section
10 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the
11 Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
12 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
13 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
14 regulations adopted in publications promulgated pursuant to said laws.

15 B. Be obligated hereunder to include without limitation, and whether foreseeable
16 or unforeseeable, all costs of any required or necessitated repair, clean-up, detoxification, or
17 decontamination of the Property, and the preparation and implementation of any closure, remedial
18 action, or other required plans in connection therewith, and such obligation shall continue until the
19 Property has been rendered in compliance with applicable federal, state, and local laws, statutes,
20 ordinances, regulations, and rules.

21 3. Any and all moneys payable under this contract, up to and including the total amount
22 of unpaid principal and interest on the note secured by Deed of Trust recorded July 1, 2005, as
23 Instrument No. 0527808 and Deed of Trust recorded September 30, 2002, as Instrument No.
24 542208 Official Records of Riverside County, shall, upon demand, be made payable to the
25 beneficiary entitled thereunder; said beneficiary to provide a reconveyance as to a portion of APN
26 178-202-018, 019, and 178-251-010, and to furnish Grantor with good and sufficient receipt showing
27 said moneys credited against the indebtedness secured by said Deed of Trusts.

28 Grantor hereby authorizes and directs the disbursement of funds which are demanded under

1 the terms of said Deed of Trust.

2 4. It is mutually understood and agreed by and between the parties hereto that the right
3 of possession and use of the subject property by Agency, including the right to remove and dispose
4 of improvements, shall commence upon the close of escrow. The amount shown in Paragraph 1A
5 includes, but is not limited to, full payment for such possession and use.

6 5. The Parties hereto recognize and understand that the consideration hereunder
7 originates from local State and/or Federal sources, and therefore Agency shall have the right to
8 terminate this transaction (a) if such funding is reduced or otherwise becomes unavailable, based on
9 Agency's annual fiscal budget, or (b) if any law, rule or regulation precludes, prohibits or materially
10 adversely impairs Agency's ability to use the Premises for the use permitted herein, or (c), if Agency
11 in its sole discretion determines that the Premises are no longer suitable for its use for any reason or
12 cause. Agency shall provide Grantor with written notification of its election to terminate this
13 transaction at least fourteen days prior to the date of close of escrow. Agency's notice shall state
14 reason for its termination.

15 6. Grantor hereby agrees and consents to the dismissal of any condemnation action
16 which has been or may be commenced by Agency in the Superior Court of Riverside County to
17 condemn said land, and waives any and all claim to money that has been or may be deposited in
18 court in such case or to damages by reason of the filing of such action.

19 7. The performance by the Agency of its obligations under this agreement shall relieve
20 the Agency of any and all further obligations or claims on account of the acquisition of the property
21 referred to herein or on account of the location, grade, or construction of the proposed public
22 improvement.

23 8. This agreement shall not be changed, modified, or amended except upon the written
24 consent of the parties hereto.

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

1 Agency solely because it prepared this agreement in its executed form.

2 10. Grantor, their assigns and successors in interest, shall be bound by all the terms
3 and conditions contained in this agreement, and all the parties thereto shall be jointly and
4 severally liable thereunder.

5
6 Dated: 2-18-09

7
8
9
10 By: [Signature]
11 Young He Kim

12
13 ~~REDEVELOPMENT AGENCY FOR THE
14 COUNTY OF RIVERSIDE~~
15
16 By: [Signature]
17 ROBIN ZIMPFER
18 Executive Director

19 APPROVED AS TO FORM:

20 PAMELA J. WALLS
21 County Counsel

22 REDEVELOPMENT AGENCY FOR THE
23 COUNTY OF RIVERSIDE

24 By: [Signature] 4/15/09
25 Deputy Michelle Clark

26 By: _____
27 JEFF STONE
28 Chairman

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

Dated: _____

By: _____
Deputy

EXHIBIT "A"
PUBLIC ROAD & UTILITY EASEMENT

Those portions of Parcels 1 through 3 inclusive of Parcel Map No. 28705 as shown by map on file in Book 194, Pages 64 and 65 of Parcel Maps, Records of Riverside County, California, located in Section 10, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the intersection of the centerline of Rubidoux Boulevard (100.00 feet in width) with the centerline of 30th Street (66.00 feet in width) as shown on said Parcel Map No. 28705;

Thence North 37°27'11" East along said centerline of Rubidoux Boulevard, a distance of 58.06 feet;

Thence North 52°32'49" West, a distance of 50.00 feet to the **TRUE POINT OF BEGINNING**, said point being on the northwesterly right-of-way line of said Rubidoux Boulevard, said point also being an angle point in the boundary line of said Parcel 1;

Thence North 37°27'11" East along said northwesterly right-of-way line, and along said southeasterly line of said Parcel 1, and along the southeasterly line of said Parcels 2 and 3, a distance of 365.05 feet;

Thence South 41°37'50" West, a distance of 41.18 feet to a point on a line parallel with and distant northwesterly 3.00 feet, measured at a right angle, from said northwesterly right-of-way line;

Thence South 37°27'11" West along said parallel line, a distance of 322.87 feet;

Thence South 82°57'22" West, a distance of 37.20 feet to a point on the southwesterly line of said Parcel 1, said line also being the northeasterly right of way line of said 30th Street;

Thence South 52°28'33" East along said southwesterly line of said Parcel 1, and along said northeasterly right of way line, a distance of 4.53 feet;

Thence North 82°29'19" East along the southerly line of said Parcel 1, a distance of 35.33 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,142 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

PREPARED UNDER MY SUPERVISION

Mohammad A. Faghihi
Mohammad A. Faghihi, L.S. 6607 2/14/09 Date

Prepared By: *[Signature]*
Checked By: *[Signature]*

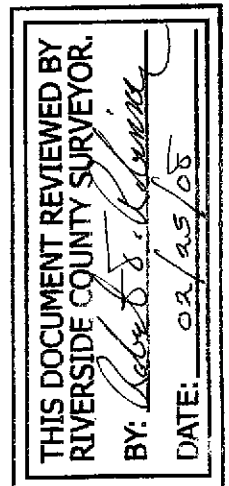
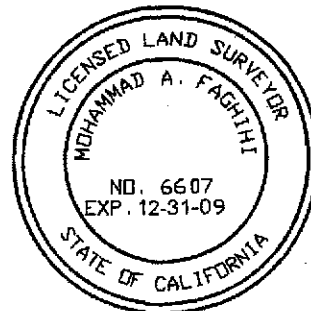
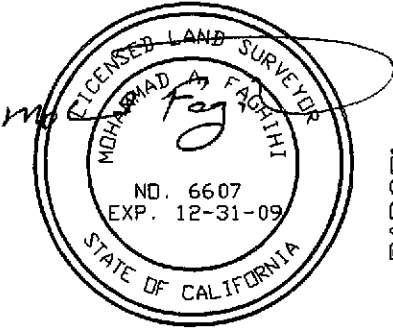


EXHIBIT "B"

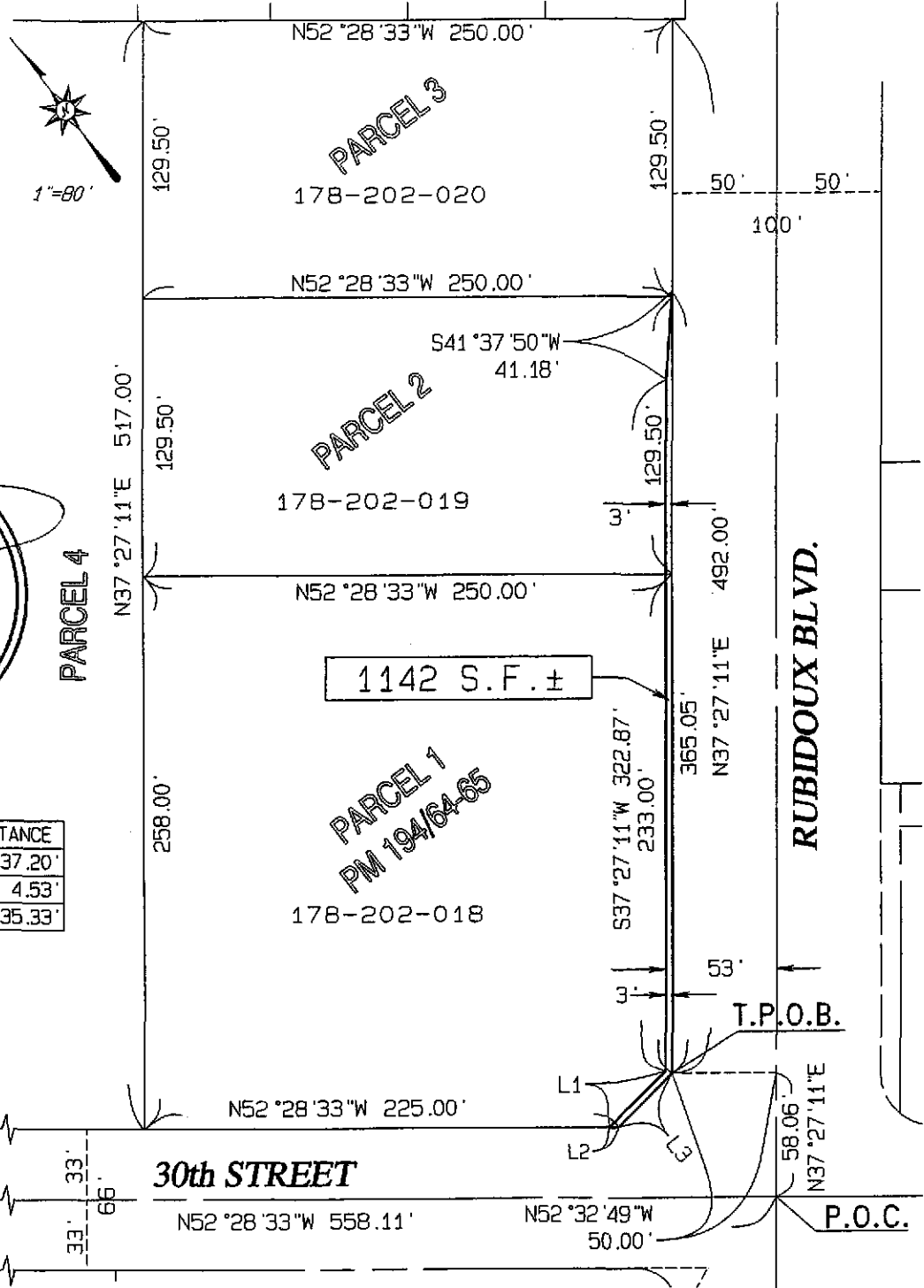
PUBLIC ROAD & UTILITY EASEMENT

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *Robert F. Johnson*
 DATE: 02/25/08



LINE DATA

LINE	BEARING	DISTANCE
L1	S82°57'22"W	37.20'
L2	S52°28'33"E	4.53'
L3	N82°29'19"E	35.33'



SEC 10, T 2 S, R 5 W, S.B.M.

ALBERT A.
WEBB
 ASSOCIATES

RIVERSIDE COUNTY, CALIFORNIA

PLAT PREPARED: FEB. 14, 2008

FILE: G:\2004\04-0390\04-0390\043905U.pro

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DESCRIPTION. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SHEET 1 OF 1 W.O. 04-0390

SCALE: 1" = 80'

DRWN BY *[Signature]* DATE 2/14/08
 CHKD BY *[Signature]* DATE 2/14/08

SUBJECT: PUBLIC ROAD AND UTILITY EASEMENT

EXHIBIT "A"
PUBLIC ROAD & UTILITY EASEMENT

That portion of Lot 4 in Block 25 of the Map of West Riverside on file in Book 9 of Maps, Page 34 thereof, Records of San Bernardino County, California, located in Section 10, Township 2 South, Range 5 West, described as follows:

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Thence South 52°28'29" East along said centerline of 30th Street, a distance of 71.15 feet;

Thence North 37°31'31" East, a distance of 33.29 feet to the **TRUE POINT OF BEGINNING**, said point being on a non-tangent curve, concave to the northeast, having a radius of 25.00, the radial line from said point bears North 46°12'41" East, said point also being on the northeasterly right-of-way line of said 30th Street of said deed;

Thence northwesterly and northerly along said northeasterly right-of-way line and along said curve, to the right, through a central angle of 31°02'01", an arc distance of 13.54 feet to the most southerly point of a Public Road Easement granted as aforesaid;

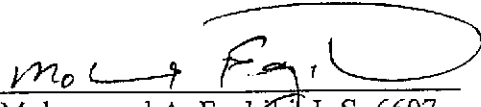
Thence North 37°27'11" East along the southeast line of said Public Road Easement, a distance of 5.38 feet;

Thence South 10°48'09" East, a distance of 16.34 feet to the **TRUE POINT OF BEGINNING**.

Containing 41 square feet, more or less.



SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF

PREPARED UNDER MY SUPERVISION


Mohammad A. Faghhi, L.S. 6607

6/13/07
Date



Prepared By: 
Checked By: 

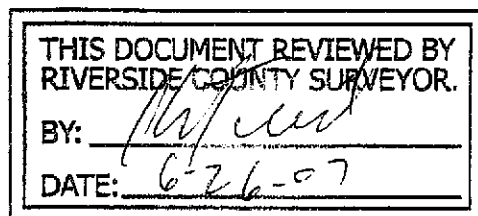
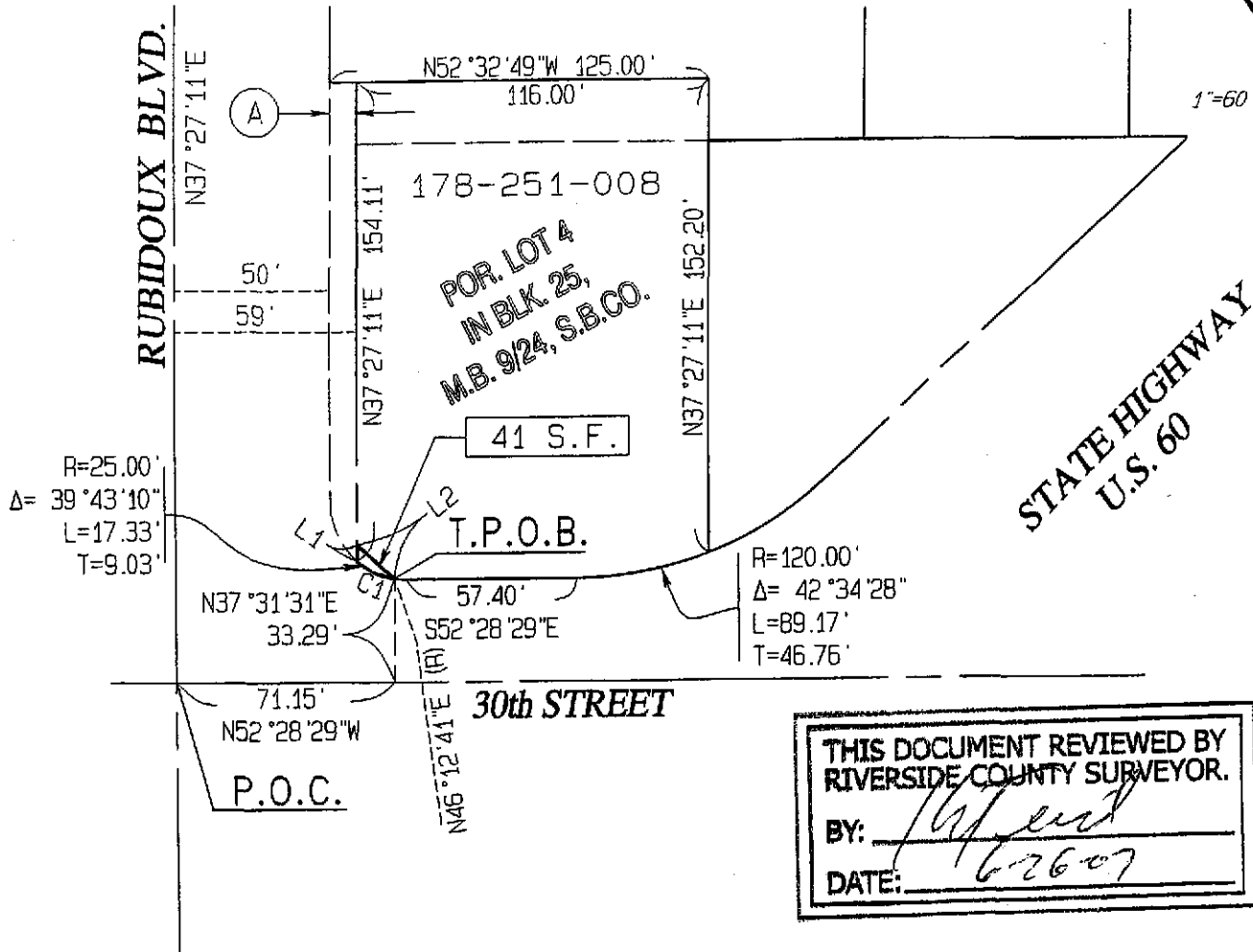
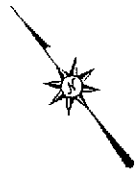


EXHIBIT "B"

PUBLIC ROAD & UTILITY EASEMENT

(A) 9' DEDICATED TO COUNTY OF RIVERSIDE BY DOC. 2005-0349354 ON 5/03/2005



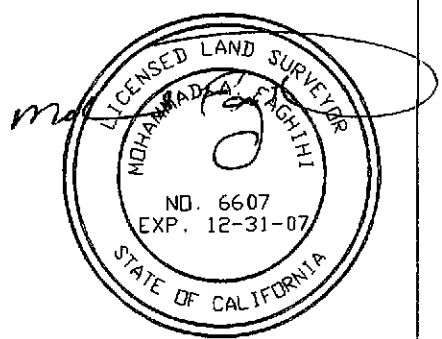
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: *6-26-07*

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	31°02'01"	13.54'	6.94'

LINE DATA

LINE	BEARING	DISTANCE
L1	N37°27'11"E	5.38'
L2	N10°48'09"W	16.34'



SEC 10, T 2 S, R 5 W

<p>ALBERT A. WEBB ASSOCIATES ENGINEERING CONSULTANTS</p>	<h3 style="margin: 0;">RIVERSIDE COUNTY, CALIFORNIA</h3>	
	<p>PLAT PREPARED: JUNE 11, 2007</p>	<p>FILE: G:\2004\04-0390\04-0390\04390SU.pro</p>
<p>THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DESCRIPTION. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.</p>		<p>SHEET <u>1</u> OF <u>1</u></p>
<p>SCALE: 1" = 60'</p>		<p>W.O. 04-390</p>
<p>DRWN BY <i>[Signature]</i> DATE <i>6/11/07</i> CHKD BY <i>[Signature]</i> DATE <i>6/13/07</i></p>		<p>SUBJECT: PUBLIC ROAD AND UTILITY EASEMENT</p>