

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* 6/2/09
 SUSANA GARCIA-BOCANEGRA

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

122



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:

April 28, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Easement Agreement for the Clinton Keith Road Extension Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Easement Agreement for a portion of Assessor's Parcel Number 392-330-019 and authorize the Chairman of the Board to execute these agreements on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any documents and administer all actions to complete this transaction;

(Continued)

[Signature]
 Juan C. Perez, Director
 Transportation Department

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$126,423	In Current Year Budget:	Partially
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	08/09
SOURCE OF FUNDS: Developer Contributions 10%, TUMF 90%		Positions To Be Deleted Per A-30		<input type="checkbox"/>
		Requires 4/5 Vote		<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Jennifer L. Sargent

County Executive Office Signature

APPROVED AS TO FORM
[Signature]
 John C. Murphy
 Foy Luce, Forward, Hamilton & Scripps LLP
 Department of Administrative Services

Policy
 Consent
 Policy
 Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.21, 3/18/08; 9.6, District: 3, Agenda Number: 4/22/08

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.28

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to amend Economic Development Agency's FY 2008/09 Real Property budget as specified on Schedule A; and
4. Allocate the sum of \$105,852 to purchase a portion of Assessor's Parcel Number 392-330-019, \$4,521 for a temporary construction easement on Assessor's Parcel Number 392-330-019, and \$16,050 to pay all related transaction costs.

BACKGROUND:

Clinton Keith Road is proposed to be constructed as a six-lane urban arterial between Antelope Road and State Route 79 in Western Riverside County, in accordance with County General Plan Amendment (CGPA) 409, adopted December 19, 2000. The length of the proposed project, including the existing alignment and the extension of alignment, is approximately 3.4 miles (5.5 kilometers).

The Clinton Keith Road Extension Supplemental Environmental Impact Report No. 398 was approved by the Board of Supervisors on February 7, 2006.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 392-330-019 from Aaron James Nelson and Jeanne Nelson for a purchase price of \$110,373. There are transaction costs of \$16,050 associated with this acquisition.

The legal services of Luce, Forward, Hamilton & Scripps, LLP have been retained under the guidance of County Counsel's approval.

The agreements have been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 392-330-019:

Acquisition:	\$105,852
Temporary Construction Easement:	\$ 4,521
Estimated Title and Escrow Charges:	\$ 5,000
Preliminary Title Report	\$ 250
County Appraisals:	\$ 3,300
Owner Appraisal Cost:	\$ 2,500
EDA Real Property Costs:	\$ 5,000
Total Estimated Acquisition Costs:	\$126,423

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisals) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 08/09. Thus, no net county cost will be incurred as a result of this transaction.

Economic Development Agency and Transportation Department
Acquisition Agreement and Temporary Construction Easement Agreement for the Clinton Keith
Road Extension Project
April 28, 2009
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SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	\$6,050
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 250
10000-7200400000-524550	Appraisal Services	\$5,800

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PROJECT: CLINTON KEITH ROAD
WIDENING
PARCEL(S): 0472-007A, 0472-007B,
0472-007C, and 0472-007D
APN: 392-330-019 (Portion)

ACQUISITION AND SETTLEMENT AGREEMENT

This Acquisition and Settlement Agreement ("Agreement") is made _____, 2009, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called "County", and AARON JAMES NELSON AND JEANNE NELSON, HUSBAND AND WIFE AS JOINT TENANTS, AS INDIVIDUALS, AND AS TRUSTEES OF THE NELSON FAMILY TRUST, ESTABLISHED JULY 6, 1997 herein called "Grantor". County and Grantor collectively shall be referred to hereinafter as "Parties."

RECITALS

The following recitals are deemed to be true and correct:

R1. Grantor's Property:

Grantor is the owner of certain real property located at 35980 Capra Road, in the Murrieta, Riverside County, State of California, identified as Assessor's Parcel Number 392-A. A portion of the property is desired by the County for the Clinton Keith Road Extension ("Project"). The County seeks a fee simple interest of real property of a portion of Assessor's Parcel Number 392-330-019 referenced as Parcel 0472-007A and described on Attachment 1 attached hereto and made a part hereof, slope easement interests, identified as a portion of Assessor's Parcel Number 392-330-019, referenced as Parcels 0472-007B and 0472-007C and described on Attachment 1, attached hereto and made a part hereof, and a temporary construction easement interest, identified as a portion of Assessor's Parcel Number 392-330-019, referenced as Parcel 0472-007D (collectively "Grantor's Property").

R2. County's Acquisition:

County desires to purchase Grantor's Property for public road, utility and drainage purposes, among other things. Grantor agrees to sell to County the interests in real property referenced above as Grantor's Property.

R3. Transfer of Title:

The Parties are entering into this Agreement (1) to effectuate the prompt and timely transfer of title to and possession of Grantor's Property from Grantor to County; (2) to effectuate payment of just compensation from County to Grantor for Grantor's Property; and (3) to resolve and end all disputes and litigation between the Parties. The Parties further intend this Agreement and its associated attachments to transfer free and clear title to County. No rights of refusal, reversion or repurchase shall be retained by Grantor, pursuant to Code of Civil Procedure section 1245.245 or otherwise.

R4. Adjacent Parcel:

A. County has filed an eminent domain action to acquire and is currently in negotiations with the owner(s) of certain real property located at 35991 Capra Road, Riverside County, State of California, adjacent to Grantor's Property, and consisting of approximately 2.27 acres

For scanning

1 with Improvements, more particularly described as Assessor's Parcel Number 392-330-015 ("Adjacent
2 Parcel").

3 B. In the future, the County may determine that it no longer needs to maintain
4 ownership of the entire Adjacent Parcel, and it may seek to dispose of a portion of the Adjacent Parcel
5 ("Remainder Property"). For the purpose of this Agreement, the Remainder Property is defined as
6 that portion of Assessor's Parcel Number 392-330-015 containing approximately ninety four thousand
7 nine hundred twelve (94,912) square feet, that would be subject to the following easements in favor of
8 the County: (1) approximately eighteen thousand five hundred eighteen (18,518) square feet of slope
9 easements; and (2) an approximately five thousand two hundred ninety nine (5,299) square foot
10 temporary construction easement. The Remainder Property is generally depicted in Attachment 2
11 attached hereto and made a part hereof.

12 **R5. County's Eminent Domain Action:**

13 A. On October 17, 2008, the County filed an eminent domain action entitled
14 County of Riverside v. Aaron J. Nelson and Jeanne V. Nelson, as trustees of the Nelson Family Trust
15 established July 6, 2007, et al., Riverside Superior Court case number RIC 510843 (the "Action").

16 B. On November 19, 2008, the County deposited the amount of \$58,300 with the
17 Clerk of the Superior Court of Riverside County as the amount of probable just compensation for
18 Grantor's Property.

19 **R6. Settlement Of All Claims:**

20 The Parties now desire to settle and dispose of, fully and completely, any and all claims,
21 demands, and causes of action heretofore or hereinafter arising out of, connected with, or incidental to
22 the Action and the dealings between them relating to or arising from transferring title and possession
23 of Grantor's Property to County.

24 NOW, THEREFORE, for valuable consideration the receipt of which is acknowledged by the
25 Parties through the mutual covenants, promises and agreements herein contained, the Parties hereto
26 agree as follows:

27 **ARTICLE 1 – PAYMENT, TITLE, AND ESCROW**

28 1.1 Purchase Price. The total purchase price to be paid by County for Grantor's
Property shall be the sum of One Hundred Ten Thousand Three Hundred Seventy Three Dollars
(\$110,373) (the "Purchase Price"). The County shall pay the Purchase Price to the order of Grantor
through Escrow Holder (as defined below) less any amounts authorized to be paid to others under this
Agreement as set forth below.

Grantor agrees to accept payment of the Purchase Price through escrow. Grantor further
agrees that it will not seek to be compensated from the monies deposited by the County in the Action.
Grantor agrees that the County is entitled to withdraw the amount remaining on deposit.

1.2 Money Lien and/or Trust Deed Payments.

A. It is mutually agreed that Escrow Holder is authorized to pay from the Purchase
Price any and all moneys owed on the note secured by **Deed of Trust recorded April 18, 2003, as
Instrument No. 2003-276593**, Official Records of Riverside County, including the total amount of
unpaid principal and interest. Upon demand, payment shall be made payable to the beneficiary
entitled thereunder and said beneficiary shall provide Escrow Holder with a good and sufficient
receipt showing said moneys credited against the indebtedness secured by said Deed of Trust.

1 B. It is mutually agreed that Escrow Holder is authorized to pay from the Purchase
2 Price any and all moneys owed on the **Chase Mortgage Loan, Loan Number 1519524563**, including
3 the total amount of unpaid principal and interest. Upon demand, payment shall be made payable to
the beneficiary entitled thereunder and said beneficiary shall provide Escrow Holder with a good and
sufficient receipt showing said moneys credited against the indebtedness.

4 C. It is mutually agreed that Escrow Holder is authorized to pay, in order of
5 priority as provided by law, from the Purchase Price, such sums as may be demanded by the judgment
creditors and/or beneficiaries under the judgments, money liens, and/or deeds of trust shown on a title
6 report for Grantor's Property in addition to the notes referenced above.

7 D. County shall handle real property taxes, bonds, and assessments in the
following manner:

8 (1) All real property taxes shall be paid from the Purchase Price, and/or
9 canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

10 (2) It is mutually agreed that Escrow Holder is authorized to pay from the
Purchase Price any unpaid taxes together with penalties, cost and interest thereon, and any bonds or
11 assessments that are due on the date title is transferred to, or possession is taken by the County,
whichever first occurs.

12 E. County shall pay all escrow, recording, and fees incurred in this transaction, and
13 if title insurance is desired by County, the premium charged therefore.

14 1.3 Grant Deeds. Within fourteen (14) days from Grantor's execution of this Agreement,
Grantor shall execute and deliver to Escrow Holder Grant Deeds substantially in the forms of
Attachment 3 conveying Grantor's Property to County ("Deeds"). After Grantor delivers the Deeds to
15 Escrow Holder, County shall have the opportunity to execute the Deeds' Certificate of Acceptance
while the Deeds are in the possession of Escrow Holder.

16 1.4 Escrow.

17 A. Opening Escrow. Upon execution of this Agreement by all Parties, County
18 shall open an Escrow ("Escrow") with Stewart Title of California, Inc. ("Escrow Holder"), for the
purpose of consummating the purchase and sale of Grantor's Property. Upon opening Escrow,
19 County shall deposit the executed Agreement with Escrow Holder and Grantor shall deposit the
executed Deeds with Escrow Holder. Grantor agrees that County's representative or designee
20 (hereinafter referred to as "Director") may unilaterally open Escrow at such escrow company, other
than noted herein, as may be necessary to carry out the terms of this Agreement (also "Escrow
21 Holder").

22 B. Escrow Instructions. This executed Agreement shall constitute the escrow
instructions to Escrow Holder together with the General Provisions attached hereto as Attachment 4.
23 The Director is designated to unilaterally commence and coordinate this Escrow with Escrow Holder.
Any required amendments or supplements to the escrow instructions which become necessary to carry
24 out the terms of this Agreement must be executed by the Director. The Parties agree to execute such
additional instructions as may be required by Escrow Holder or otherwise in order to complete this
25 transaction, provided however that such instructions shall not conflict with any provisions of this
Agreement. If there is any inconsistency between such additional instructions and this Agreement,
26 this Agreement shall control unless the Parties expressly agree in writing otherwise.

27 C. Close of Escrow. Escrow shall close no later than the date that is sixty days
after this Agreement is delivered to Escrow Holder (the "Closing Date," "Close of Escrow," and/or the
28 "Closing"). The escrow period can be extended by mutual agreement of the Parties. The Escrow

1 Holder shall be notified in writing by Grantor and County if an extension is in effect. The terms
2 "Closing Date," "Close of Escrow," and/or the "Closing" are used herein to mean the date the Deeds
are recorded in the Office of the County Recorder of Riverside, California.

3 D. Closing, Recording, and Disbursements. On or before the Closing Date, and
4 when all of the conditions precedent to the Close of Escrow set forth in Article 2 of this Agreement
have been satisfied or waived in writing, Escrow Holder shall take the following actions:

5 (1) Recording. Escrow Holder shall cause the Deeds to be recorded in
6 Office of the County Recorder of Riverside, California.

7 (2) Disbursement of Funds. Escrow Holder shall disburse to Grantor the
Purchase Price, less any amounts authorized to be paid to others under this Agreement, if any.

8 (3) Disbursement of Funds Less Utility Bills. If Grantor has not paid all
9 closing utility bills, if any, up to an including the date of execution of this Agreement, Escrow Holder
shall deduct the amount of any outstanding utility bills from the Purchase Price and remit that amount
10 to County.

11 (4) Title Policy. Escrow Holder shall deliver to County the commitment of
the title company selected by County to issue the title policy, if County selected to obtain a title
12 policy.

13 (5) Delivery of Documents to County. Escrow Holder shall deliver to
County conformed copies of the Deeds and any other documents (or copies thereof) deposited by
Grantor with Escrow Holder under this Agreement. Originals of the Deeds shall be returned to
14 County after recordation.

15 (6) Delivery of Documents to Grantor. Escrow Holder shall deliver to
Grantor conformed copies of the Deeds and any documents (or copies thereof) deposited by County
16 with Escrow Holder under this Agreement.

17 ARTICLE 2 - CONDITIONS PRECEDENT TO CLOSE OF ESCROW

18 2.1 County's right to purchase Grantor's Property, and the Close of Escrow, shall be
subject to the satisfaction or written waiver by County of each of the conditions precedent in this
19 Article. To the extent County elects to waive any of the conditions set forth below, County may make
such waiver conditional upon an appropriate and reasonable adjustment in the Purchase Price.
20

21 A. Grantor's Performance. Grantor is not in material default of any item,
warranty, or condition of this Agreement.

22 B. Grantor Deliveries Made. Grantor has deposited with Escrow Holder and
delivered to County all documents required of Grantor under this Agreement.
23

24 C. Title. Title to Grantor's Property is in the following condition:

25 (1) Fee title to Parcel 0472-007A is free and clear of all liens,
encumbrances, assessments, easements, leases (recorded and unrecorded) and taxes. County is
26 authorized to pay on behalf of Grantor, from the Purchase Price, taxes, whether or not delinquent,
together with penalties and interest thereon, and delinquent or nondelinquent assessments or bonds
and any interest thereon. Clear fee title to Parcel 0472-0007A may have the following exceptions:
27

28 (a) The lien of supplemental taxes, if any, assessed under the
provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the

1 State of California added by Chapter 498, statutes of 1983, will be permitted to show in County's Title
2 Insurance Policy. (However, Grantor shall remain liable for payment of such taxes as set forth in
Paragraph 2.1 (C)(1)(a) above.)

3 (b) Any title exceptions not required to be cleared from the title to
4 Grantor's Property by Director.

5 (2) Title to the slope easements covering Parcels 0472-007B, and 0472-
6 007C and the temporary construction easement covering Parcel 0472-0007D are free and clear of all
7 liens, encumbrances, assessments, easements, leases (recorded and unrecorded) and taxes, except:

8 (a) Those items listed in Paragraph 2.1(C)(1) above; and

9 (b) Non-delinquent General and Special County and City taxes.
10 From the Purchase Price, Escrow Holder is authorized to pay any delinquent taxes, together with
11 penalties, costs and interest thereon and any delinquent assessments or bonds.

12 D. Grantor has complied with any and all regulatory requirements and/or orders
13 that apply to activities and/or use of Grantor's Property by Grantor and obtained all required
14 regulatory clearances, if any, reflecting such compliance.

15 ARTICLE 3 – REMAINDER PROPERTY RIGHTS

16 3.1 The County agrees to provide certain limited rights, described in this Article, to
17 Grantor regarding the Remainder Property ("Remainder Property Rights"). These Remainder
18 Property Rights are conditioned upon: (i) each and all of the five events described in Paragraph 3.4
19 below occurring; (ii) each of such five events remaining true simultaneously with all of the other five
20 events listed below; (iii) Grantor performing all of the acts described in Paragraph 3.5, below, in a
21 timely fashion, as prescribed herein; and (iv) all such rights, if any, qualifying as consistent with and
22 permitted by applicable law, including California Code of Civil Procedure section 1230.010 et seq.
23 and Government Code 54220 et seq. regarding Surplus Land. In the event of any conflict with
24 applicable laws, such laws shall supersede this Article.

25 3.2 The County's obligations under this Article are limited as set forth on Paragraph 3.4
26 below, to allowing Grantor, if Grantor so requests, an opportunity to bid for the purchase the
27 Remainder Property. The price in any sale of the Remainder Property under this Article shall be
28 supported by a fair market value appraisal.

3.3 Certain actions described in this Article require a vote of the Riverside County Board
of Supervisors ("Board of Supervisors"). The County cannot warrant or guarantee the outcome of any
vote of the Board of Supervisors. Nothing in this Agreement commits the County or the Board of
Supervisors to any particular outcome of any vote of the Board of Supervisors.

3.4 The Remainder Property Rights are conditioned upon and arise only when and if the
events listed below in this paragraph occur and remain true simultaneously with all other such events.
Nothing in this Agreement obligates the County to ensure, or attempt to influence, the occurrence of
events described below in this paragraph.

A. First Event: The County acquires free and clear title to the fee simple interest in
the Adjacent Parcel. (Note: The County is currently seeking to acquire the Adjacent Parcel in the
eminent domain action County of Riverside v. Victor Lopez, Jr., et al., R.C.S.C. Case No. 510826
("Lopez Action"). Nothing in this Agreement shall require the County to continue with the Lopez
Action, or to otherwise purchase the Adjacent Property. The decision to acquire fee simple title to the
Adjacent Property is within the complete and unlimited discretion of the County. The County retains

1 all of its rights regarding the Lopez Action, including, but not limited to, its rights under Code of Civil
2 Procedure section 1268.510.)

3 B. Second Event: The person or persons from whom the County acquires the
4 Adjacent Property executes a valid and effective waiver of any rights in or to the Adjacent Parcel and
5 Remainder Parcel in writing, including any rights arising out of Code of Civil Procedure section
6 1245.245. (Note: Nothing in this Agreement shall require the County (i) to settle the Lopez Action to
7 obtain such waiver(s); or (ii) seek, demand, or insist upon such waiver(s) as a condition of any
8 settlement of the Lopez Action.)

9 C. Third Event: The County determines that the Remainder Parcel is surplus
10 property, no longer necessary for the County's Project and no longer needed by the County or other
11 public agency for the public use stated in the resolution of necessity authorizing the condemnation of
12 the Adjacent Parcel. (Note: These determinations are within the complete and unlimited discretion of
13 the County. Nothing in this Agreement commits the County or the Board of Supervisors to: (i)
14 placing the issues identified above in this paragraph for a vote of the Board of Supervisors; (ii)
15 guaranteeing the outcome of any vote; and (iii) ensuring any of the determinations identified in this
16 paragraph are in fact made.)

17 D. Fourth Event: The County follows all procedures required of it in seeking to
18 dispose of surplus property and property acquired through eminent domain that is no longer necessary
19 for the County's Project and no longer needed by the County for the public use stated in the resolution
20 of necessity authorizing the original condemnation, and no other person or entity has acquired the
21 Remainder Parcel.

22 E. Fifth Event: The County has passed an "Notice of Intention to Sell" resolution
23 regarding the Remainder Property. (Note: Nothing in this Agreement commits the County or the
24 Board of Supervisors to: (i) placing the issue in this paragraph for a vote of the Board of Supervisors;
25 or (ii) guaranteeing the outcome of any vote.)

26 3.5 If and when each and all of the events described above in this Article occur and remain
27 true simultaneously with all other such events, then Grantor may, at its election, follow these
28 procedures, below, in a timely fashion.

A. Grantor shall have 15 days from the date the "Notice of Intention to Sell"
resolution regarding the Remainder Property passes, if the Resolution is passed, to notify the County
in writing of its desire to submit a bid to purchase the Remainder Property.

B. If County receives the notification described in Paragraph 3.3(A) from Grantor,
County shall send out a bid package to Grantor regarding the Remainder Property.

3.6 Grantor and County further agree as follows:

A. Should Grantor submit a bid to purchase the Remainder Property as set forth in
paragraph 3.5, and Grantor's bid is the winning bid, Grantor's purchase of the Remainder Property
shall be subject to the Board of Supervisors approving of a Purchase and Sale Agreement for the
Remainder Property.

B. Grantor and County further agree that should Grantor enter into an agreement
with County to purchase the Remainder Property, Grantor will agree to accept the Remainder Property
in an "as is" condition, "with all faults" and specifically and expressly without any warranties,
representation or guarantees, either express or implied of any kind, nature or type whatsoever from or
on behalf of County.

1 C. Grantor further agrees that Grantor will also be accepting the Remainder
2 Property subject to any Hazardous Materials which may be on the Remainder Property, as defined in
3 paragraph 5.1 below, and that Grantor, on behalf of itself, and its heirs, executors, administrators,
4 successors in interest, successors and assigns, will expressly and unconditionally waive any and all
5 claims, demands, cross-demands and all manner of action or actions, cause or causes of action, in law
6 or equity, suits, debts, liens, contracts, agreements, warranties, promises, liability, demands, damages,
7 losses, costs or expenses, of any nature whatsoever known or unknown, fixed or contingent, that
8 Grantor may seek from the County or bring against the County, based on, related to, resulting from,
9 and/or caused in whole or in part, directly or indirectly, by the presence in, on, within, under, or about
10 the Remainder Property of Hazardous Materials.

7 ARTICLE 4 – WARRANTIES

8 4.1 Grantor warrants that:

9 A. There are no unrecorded encumbrances, including but not limited to liens,
10 leases, easements, or licenses on all or any portion of Grantor's Property. Grantor shall be responsible
11 for delivering title to Grantor's Property free and clear of any unrecorded encumbrances.

12 B. The execution and delivery of this Agreement by Grantor, and Grantor's
13 performance hereunder, and the consummation of the transaction contemplated hereby will not
14 constitute a violation of any order or decree or result in the breach of any contract or agreement to
15 which Grantor is at present a party or by which Grantor is bound.

16 C. To Grantor's knowledge, no litigation and no governmental, administrative, or
17 regulatory act or proceeding regarding the environmental, health, and safety aspects of Grantor's
18 Property is pending, proposed, or threatened.

19 D. Grantor will not enter into any agreements or undertake any new obligations
20 which will in any way burden, encumber, or otherwise affect its interests in Grantor's Property
21 without the prior written consent of County, which County may grant or withhold at its sole
22 discretion.

23 E. Grantor is the owner of Grantor's Property and has all the necessary authority to
24 bind Grantor to the terms of this Agreement. Each signatory to this Agreement on behalf of Grantor
25 has authority to sign this Agreement in his individual and/or representative capacity.

26 ARTICLE 5 – INDEMNIFICATION

27 5.1 Grantor, on behalf of itself, and its heirs, executors, administrators, attorneys, co-
28 owners, co-tenants, subtenants, partners, trusts, trustees, beneficiaries, contractors, subcontractors,
lenders, lienholders, customers, successors in interest, successors, assigns, businesses in whatever
form or capacity, and any parent, subsidiary, or affiliated corporation, and each of any of their
divisions, departments, and branches, agrees to indemnify, protect, defend with counsel approved in
writing by County, reimburse and hold free and harmless County, its elected officials, officers, agents,
employees, representatives, consultants, successors, assigns, contractors, subcontractors, and
independent contractors for or from any and all claims, judgments, actions, suits, proceedings, losses,
costs, damages, liabilities, deficiencies, fines, penalties, forfeitures, punitive damages or expenses,
(including without limitation, diminution in value of Grantor's Property, all sums paid in settlement of
claims, attorney fees, consultant fees, and expert witness fees) resulting from, related to, and/or caused
in whole or in part, directly or indirectly, by: (1) the presence in, on, within, under, or about the
Grantor's Property of Hazardous Materials (as defined below in this Article) as a result of Grantor's
and/or Grantor's tenants' use, storage, or generation of Hazardous Materials; and (2) Grantor's and/or
Grantor's tenants' failure to comply with any federal, state, or local laws, regulatory requirements
and/or orders relating to Hazardous Materials and/or activities on and/or use of Grantor's Property by

1 Grantor and/or Grantor's tenants. The term "Hazardous Materials" is used herein to mean hazardous
2 or toxic substances or materials as such terms are defined by statute, ordinance, case law, government
3 regulation or other provision of law, including without limitation the Comprehensive Environmental
4 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
5 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation
6 and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes
7 in Section 25117 of the California Health and Safety Code or hazardous substances in Section 25316
8 of the California Health and Safety Code; and in the regulations adopted in publications promulgated
9 pursuant to such laws. This indemnification includes, without limitation, all costs incurred by County
10 in connection with cleanup, repair, remediation, removal, detoxification, decontamination or
11 restoration work of Grantor's Property required by any federal, state, or governmental entity because
12 of Hazardous Materials and/or any other regulated materials upon, within, and/or under Grantor's
13 Property, and the preparation and implementation of any closure, remedial action, or other required
14 plans in connection therewith. Such obligation shall continue until the parcel has been rendered in
15 compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

9 5.2 Grantor, on behalf of itself, and its heirs, executors, administrators, attorneys, co-
10 owners, co-tenants, subtenants, partners, trusts, trustees, beneficiaries, contractors, subcontractors,
11 lenders, lienholders, customers, successors in interest, successors, assigns, businesses in whatever
12 form or capacity, and any parent, subsidiary, or affiliated corporation, and each of any of their
13 divisions, departments, and branches, agrees to indemnify, defend, protect, and hold County, its
14 officers, elected officials, employees, agents, independent contractors, successors, successors-in-
15 interest, and assigns harmless, defend with counsel approved in writing by County, and reimburse
16 County for any and all claims, judgments, actions, suits, proceedings, losses, costs, damages,
17 liabilities, deficiencies, fines, penalties, punitive damages or expenses, including attorney fees,
18 resulting from, arising out of, or based on any breach of Grantor's warranties in Article 4, above.

15 ARTICLE 6 – POSSESSION AND USE

16 6.1 It is mutually understood and agreed by and between the parties hereto that the right of
17 possession and use of Grantor's Property by County, including the right to remove and dispose of
18 improvements, shall commence upon the execution of this Agreement by all parties. The Purchase
19 Price includes, but is not limited to, full payment for such possession and use.

18 6.2 It is understood and agreed by and between the Parties that the Purchase Price does not
19 include the purchase of any personal property, unless abandoned under this Article. It shall be the
20 responsibility of Grantor to determine the ownership of any personal property located on Grantor's
21 Property and arrange for the removal thereof. County assumes no liability for the enforcement of any
22 agreement between Grantor and any third Parties pertaining to any matter of personal property
23 disposition.

22 6.3 Should Grantor fail to remove any items of personal property upon vacation of
23 Grantor's Property, the right to remove such items shall terminate and such items shall be considered
24 as abandoned by Grantor, and County may dispose of such items as it sees fit without any liability to
25 Grantor.

24 ARTICLE 7 – TEMPORARY CONSTRUCTION EASEMENT

25 7.1. The temporary construction easement ("Temporary Construction Easement") covering
26 Parcel 0472-007D and designated in a portion of Attachment 1 ("Temporary Construction Easement
27 Property") shall be used during construction of the Project.

27 7.2 County shall provide Grantor with thirty (30) day written notice prior to County
28 exercising its right to enter upon and use the Temporary Construction Easement Property under this
29 Agreement. The right to enter upon and use the Temporary Construction Easement Property may be

1 exercised for eighteen (18) months from the thirty (30) day written notice, or until completion of the
2 Project, whichever occurs first.

3 7.3 It is understood and agreed by and between the Parties that County, its agents,
4 employees, representatives, consultants, contractors, subcontractors, and all other County designees
5 may enter upon and use the Temporary Construction Easement Property.

6 7.4 The right to enter upon and use the Temporary Construction Easement Property
7 includes the right to remove and dispose of personal property located thereon and the right to transport
8 equipment on the Temporary Construction Easement Property.

9 7.5 County shall maintain and provide Grantor with reasonable access during business
10 hours to Grantor's property across the Temporary Construction Easement Property during the term of
11 the Temporary Construction Easement.

12 7.6 At the termination of the Temporary Construction Easement, but before its
13 relinquishment to Grantor, debris generated by County's use of the Temporary Construction Easement
14 Property will be removed and the surface will be graded and left in a neat condition.

15 7.7 Grantor shall be held harmless from all claims of third persons arising from the use by
16 County of Grantor's property.

17 **ARTICLE 8 - ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE(S)**

18 8.1 By execution of this Agreement, Grantor, on behalf of itself, and its heirs, executors,
19 administrators, successors in interest, successors and assigns, hereby acknowledges that this
20 Agreement provides full payment for the acquisition of Grantor's Property by County, and Grantor
21 hereby expressly and unconditionally waives any claim for damages, fixtures and equipment, interest,
22 loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any
23 other compensation or benefits, including retention of any rights of refusal, reversion or repurchase for
24 Grantor's Property pursuant to Code of Civil Procedure section 1245.245 or otherwise, other than as
25 already expressly provided for in this Agreement, it being understood that this is a complete and full
26 settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to
27 or in connection with the acquisition of Grantor's Property by County.

28 8.2 Grantor hereby acknowledges that it either has consulted with legal counsel, or had an
opportunity to consult with legal counsel, regarding the provisions of California Civil Code section
1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to
exist in his or her favor at the time of executing the release, which if known by him or her must have
materially affected his settlement with the debtor."

8.3 Grantor acknowledges that it may have sustained damage, loss, costs, or expenses
which are presently unknown and unsuspected, and such damage, loss, costs, or expenses which may
have been sustained, may give rise to additional damage, loss, costs or expenses in the future.
Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon
in light of that situation, and hereby expressly waives any and all rights which it may have under
California Civil Code section 1542, or under any statute or common law or equitable principal of
similar effect.

1 **ARTICLE 9 – NOTICES**

2 9.1 Any notice, payment or instrument, or other documents required or permitted to be
3 given or delivered may be given or delivered by personal delivery, facsimile or by depositing the same
in any United States mail depository, first class postage prepaid, and addressed as follows:

4 If to Grantor: Brian C. Ostler, Sr., Attorney at Law
5 Law Offices of Brian C. Ostler, Sr.
6 558 South Harbor Boulevard, Second Floor
7 Anaheim, California 92805-4518
Telephone: (714) 535-9900
Fax: (714) 520-8440

8 If to County: County of Riverside
9 Department of Facilities Management
10 Real Estate Division
11 3133 Mission Inn Avenue
12 Riverside, California 92507
Attention: Stephi A. Villanueva,
Senior Real Property Agent
Telephone: (951) 955-9277
Fax: (951) 955-4837

13 Or such other personal or address as either party may direct in writing to the other, provided,
14 however, that such new or different person or address shall not become effective until confirmed
15 receipt by recipient or 10 days after sending, whichever is sooner. Except when service is by personal
16 delivery or by registered or certified mail, return receipt requested, service of any instrument or
writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail
depository.

17 **ARTICLE 10 – MISCELLANEOUS TERMS**

18 10.1 Grantor hereby agrees and consents to sign a Disclaimer in the Action which has been
19 commenced by County in the Superior Court of Riverside County to condemn said land, and waives
20 any claims, causes of action, demands and defenses to the Action, including any challenges to take,
21 claims for damages, fixtures and equipment, interest, loss of goodwill, inverse condemnation or
unreasonable precondemnation conduct, claims for compensation, relocation benefits and attorneys'
22 fees and costs associated with the Action. Grantor agrees that this Agreement shall constitute a
stipulation which may be filed in the Action as final and conclusive evidence of just compensation for
the acquisition, including all of the terms provided in Chapter 9, Title 7 of the Code of Civil Procedure
section 1263.010.

23 10.2 Nothing in this Agreement is intended nor shall anything in this Agreement be
24 construed to transfer to County or its successors in interest, successors or assigns or to relieve Grantor
25 or its successors in interest, successors or assigns or predecessors in title of any responsibility or
26 liability Grantor, or its successors or assigns or predecessors in title now has, has had or comes to have
with respect to human health or the environment, including but not limited to responsibility or liability
relating to Hazardous Materials and any responsibility to comply with any regulatory requirements
and/or orders of any federal, state, or local agencies or governmental entities.

27 Notwithstanding the foregoing, County shall be and remain liable for any Hazardous Materials
which become located because of County's operations upon, within, or under Grantor's Property.

28 10.3 The performance by the County of its obligations under this Agreement shall relieve

1 the County of any and all further obligations or claims on account of the acquisition of the property
2 referred to herein or on account of the location, grade, or construction of the proposed public
improvement.

3 10.4 The parties have in this Agreement, including its attachments, set forth the whole of
4 their agreement. This Agreement shall not be changed, modified, or amended except upon the written
consent of the parties hereto.

5 10.5 This Agreement is the result of negotiations between the parties and is intended by the
6 parties to be a final expression of their understanding with respect to the matters herein contained.
7 This Agreement supersedes any and all other prior agreements and understandings, oral or written, in
connection therewith. No provision contained herein shall be construed against the County solely
because it prepared this Agreement in its executed form.

8 10.6 Assignment. Neither this Agreement, nor any interest herein, shall be assignable by
9 any party without prior written consent of the other parties.

10 10.7 Either officer of Grantor and County affixing his or her signature to this Acquisition
11 And Settlement Agreement warrants and represents by such signature that he or she has the full legal
12 authority to bind his or her respective party to all the terms, conditions and provisions therein, that his
or her respective party has the full legal right, power, capacity, and authority to enter into this
Agreement and perform all of its provisions and obligations, and that no other approvals or consents
are necessary in connection therewith.

13 10.8 The titles and headings of Articles and Paragraphs of this Acquisition And Settlement
14 Agreement, as herein set forth, have been inserted for the sake of convenience only, and are not to be
15 taken or constructed to be any part of the terms, covenants, or conditions of this Grant Deed or Slope
Easement Deed or to control, limit or modify any of the terms, covenants or conditions hereof.

16 10.9 Subject to the restrictions against assignment as herein contained, this Agreement and
17 the provisions contained herein shall inure to the benefit of, and shall be binding upon Grantor,
County, and their respective heirs, executors, administrators, personal representatives, successors,
successors-in-interest, and assigns.

18 10.10 If any term, covenant, condition or provision of this Agreement is held by a court of
19 competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions
20 hereof shall remain in full force and effect and shall in no way affect, impair or invalidate any other
terms, covenant, condition or provision contained in this Agreement.

21 10.11 Each of the parties hereto shall execute and deliver any and all additional papers,
22 documents and other assurances and shall do any and all acts and things reasonably necessary in
connection with the performance of their obligations hereunder and to carry out the intent of the
parties hereto.

23 10.12 Time is of essence of this Agreement. Failure to comply with any requirement,
24 including but not limited to any time requirement of this Agreement, shall constitute a material breach
of this Agreement.

25 10.13 The Parties agree that this Agreement has been negotiated and executed in the State of
26 California and shall be governed by and construed under the laws of California. In the event of any
27 legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of
28 competent jurisdiction located in Riverside County, California, and the Parties agree to and do hereby
submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
Furthermore, the Parties specifically agree to waive any and all rights to request that an action be
transferred for trial to another county.

1 10.14 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties,
2 arising out of or relating to this Agreement or the breach thereof, each party shall be responsible for
3 their own attorneys' fees and costs.

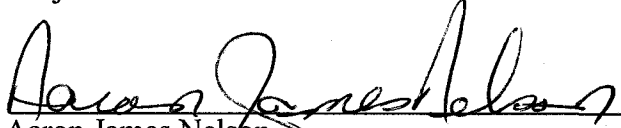
4 10.15. Counterparts. This Agreement may be signed in counterparts or duplicate copies, and
5 any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

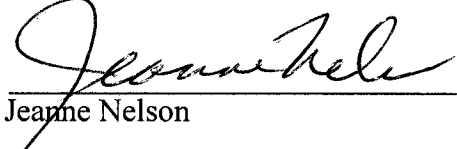
6 10.16. Survival of Covenants and Conditions. All covenants and conditions set forth in this
7 Agreement shall survive Close of Escrow.

8 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and
9 year set forth below.

10 Dated: 5-5-2009

11 GRANTOR:
12 Aaron James Nelson and Jeanne Nelson, husband and
13 wife as joint tenants

14 By: 
15 Aaron James Nelson

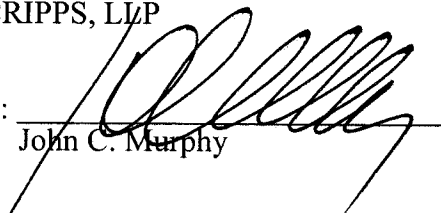
16 By: 
17 Jeanne Nelson

18 COUNTY OF RIVERSIDE
19 By: _____
20 Jeff Stone, Chairman
21 Board of Supervisors

22 **ATTEST:**
23 Kecia Harper-Them
24 Clerk of the Board

25 By: _____
26 Deputy

27 **APPROVED AS TO FORM:**
28 LUCE, FORWARD, HAMILTON &
SCRIPPS, LLP

By: 
John C. Murphy

ATTACHMENT 1

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007A

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT "A" OF SAID PARCEL MAP;

THENCE N 00°20'38"E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 12.00 FEET TO A POINT 67.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF CLINTON KEITH ROAD AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°42'13"E, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 88.59 FEET;

THENCE N 88°51'52"E, A DISTANCE OF 120.04 FEET;

THENCE S 89°42'13"E, A DISTANCE OF 113.17 FEET;

THENCE N 71°51'42"E, A DISTANCE OF 44.27 FEET;

THENCE S 89°42'13"E, A DISTANCE OF 62.00 FEET;

THENCE S 71°16'07"E, A DISTANCE OF 44.27 FEET;

THENCE S 89°42'13"E, A DISTANCE OF 100.12 FEET;

THENCE N 45°48'27"E, A DISTANCE OF 33.01 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID SECTION 35 AS SHOWN ON SAID PARCEL MAP, SAID SECTION LINE ALSO BEING THE CENTERLINE OF MENIFEE ROAD;

THENCE N 00°22'56"E, PARALLEL WITH SAID EASTERLY LINE OF SECTION 35, A DISTANCE OF 2.32 FEET;

THENCE N 89°37'04"W, A DISTANCE OF 19.68 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 5.06 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 20.47 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE OF SECTION 35;

THENCE N 00°22'56"E, PARALLEL WITH SAID EASTERLY LINE OF SECTION 35, A DISTANCE OF 110.56 FEET;

THENCE S 81°41'45"W, A DISTANCE OF 40.06 FEET;

THENCE N 00°22'56"E, A DISTANCE OF 5.05 FEET;

THENCE N 81°41'45"E, A DISTANCE OF 40.06 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE OF SECTION 35;

THENCE N 00°22'56"E, PARALLEL WITH SAID EASTERLY LINE OF SECTION 35, A DISTANCE OF 2.39 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007A
(CONTINUED)

THENCE S 89°37'04"E, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF LOT "B", ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF SAID MENIFEE ROAD;

THENCE S 00°22'56"W, ALONG SAID WESTERLY LINE OF SAID LOT "B", A DISTANCE OF 140.68 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT "A";

THENCE S 45°29'57"W ALONG THE NORTHERLY LINE OF SAID LOT "A", A DISTANCE OF 32.28 FEET TO AN ANGLE POINT THEREIN;

THENCE N 89°42'13"W ALONG SAID NORTHERLY LINE OF LOT "A", A DISTANCE OF 588.51 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13,462 SQUARE FEET, OR 0.309 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt
DATE: 5-19-2006

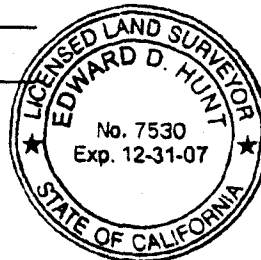
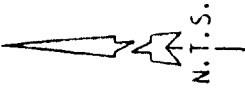


EXHIBIT "B"



SECTION LINE MENIFEE N 00-22-56 E ROAD
C/L

50' --LOT "B" PER--
PM 58/16

SEE DETAIL "A"
(ON SHEET 2)

- ① N 00-20-38 E - 12.00'
- ② N 71-51-42 E - 44.27'
- ③ S 71-16-07 E - 44.27'
- ④ S 89-42-13 E - 100.12'
- ⑬ N 00-17-47 E - 55.00'
- ⑰ N 89-42-13 W - 72.79'

APN 392-330-019

PARCEL
0472-007A

13,462 SQ. FT.
0.309 AC.

S 89-42-13 E - 62.00'

S 89-42-13 E - 113.17'

N 88-51-52 E - 120.04'

S 89-42-13 E - 88.59'

W'LY LINE PCL 4

N 89-42-13 W - 588.51'

55'

35 36

SECTION LINE CLINTON KEITH ROAD
C/L N 89-42-13 W

P.O.B.
(NW COR.
LOT "A")

SECTION 35

T.6S., R.3W., S.B.M.

CITY OF MURRIETA

PM 58/16

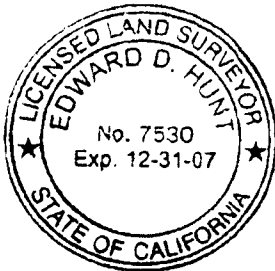
PCL 4

CITY OF MURRIETA

SECTION 2 T.7S., R.3W., S.B.M.

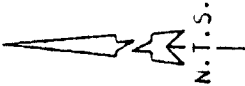
NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



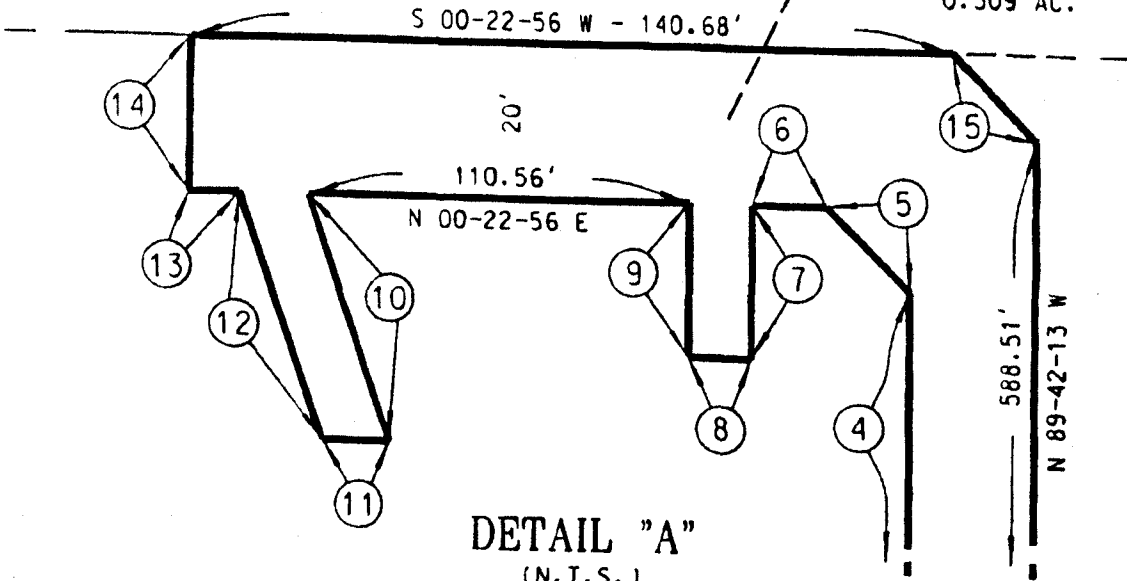
COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007A
PROJECT: CLINTON KEITH ROAD	PREPARED BY: ODD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i>	W.O. NO.: 82-0472
DATE: 5.19.2006	SHEET 1 OF 2 SHEETS

EXHIBIT "B"



PARCEL
0472-007A

13,462 SQ. FT.
0.309 AC.



DETAIL "A"

(N.T.S.)
(FROM SHEET 1)

- ④ S 89-42-13 E - 100.12'
- ⑤ N 45-48-27 E - 33.01'
- ⑥ N 00-22-56 E - 2.32'
- ⑦ N 89-37-04 W - 19.68'
- ⑧ N 08-33-02 W - 5.06'
- ⑨ S 89-37-04 E - 20.47'
- ⑩ S 81-41-45 W - 40.06'
- ⑪ N 00-22-56 E - 5.05'
- ⑫ N 81-41-45 E - 40.06'
- ⑬ N 00-22-56 E - 2.39'
- ⑭ S 89-37-04 E - 20.00'
- ⑮ S 45-29-57 W - 32.28'

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007A
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DDD/KOT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <i>Edward D. Hunt</i>	DATE: APRIL, 2006
DATE: 5-19-2006	W.O. NO.: 82-0472
	SHEET 2 OF 2 SHEETS

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007B

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE N 00°20'38"E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 12.00 FEET TO A POINT 67.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID CLINTON KEITH ROAD AND THE TRUE POINT OF BEGINNING;

THENCE N 00°20'38"E CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 4, A DISTANCE OF 78.92 FEET;

THENCE N 88°11'58"E, A DISTANCE OF 54.01 FEET;

THENCE S 63°49'30"E, A DISTANCE OF 124.64 FEET;

THENCE N 88°54'30"E, A DISTANCE OF 198.13 FEET;

THENCE S 88°17'52"E, A DISTANCE OF 207.91 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 2.31 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 19.68 FEET;

THENCE S 00°22'56"W, A DISTANCE OF 2.32 FEET;

THENCE S 45°48'27"W, A DISTANCE OF 33.01 FEET TO A POINT 70.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 100.12 FEET;

THENCE N 71°16'07"W, A DISTANCE OF 44.27 FEET TO A POINT 84.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 62.00 FEET;

THENCE S 71°51'42"W, A DISTANCE OF 44.27 FEET TO A POINT 70.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 113.17 FEET;

THENCE S 88°51'52"W, A DISTANCE OF 120.04 FEET TO A POINT 67.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007B
(CONTINUED)

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 88.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 19,532 SQUARE FEET, OR 0.448 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY:

Edward D. Hunt

DATE:

5-19-2006

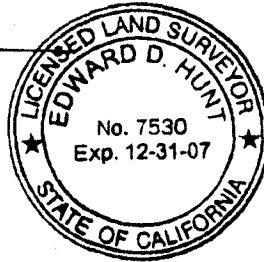
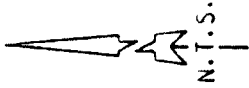


EXHIBIT "B"



SECTION LINE MENIFEE N 00-22-56 E ROAD
C/L

35 36

2 1

50' - -LOT "B" PER - -
PM 58/16

- ① N 00-20-38 E - 12.00'
- ② N 00-20-38 E - 78.92'
- ③ N 88-11-58 E - 54.01'
- ④ N 08-33-02 W - 2.31'
- ⑤ S 89-37-04 E - 19.68'
- ⑥ S 00-22-56 W - 2.32'
- ⑦ S 45-48-27 W - 33.01'
- ⑧ N 89-42-13 W - 100.12'
- ⑨ N 71-16-07 W - 44.27'
- ⑩ N 89-42-13 W - 62.00'
- ⑪ S 71-51-42 W - 44.27'
- ⑫ N 89-42-13 W - 113.17'
- ⑬ S 88-51-52 W - 120.04'
- ⑭ N 89-42-13 W - 88.59'

SECTION 35
T.6S., R.3W., S.B.M.

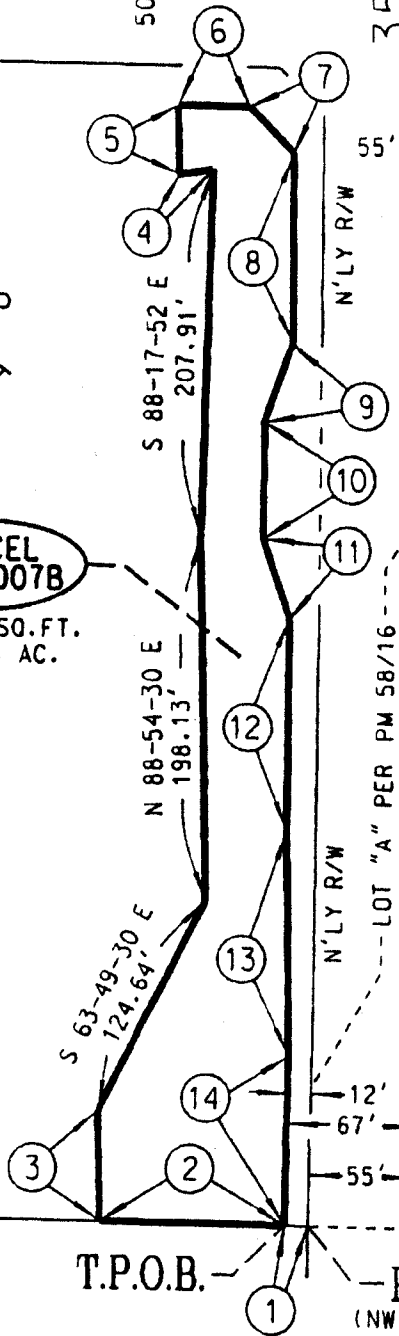
CITY OF MURRIETA

APN 392-330-019

PM 58/16
PCL 4

PARCEL
0472-007B
19,532 SQ.FT.
0.448 AC.

INST. NO. 69116.
REC. 3-16-1988



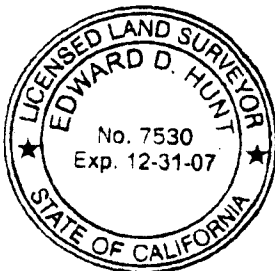
SECTION LINE CLINTON KEITH ROAD
C/L N 89-42-13 W

CITY OF MURRIETA

SECTION 2 T.7S., R.3W., S.B.M.

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007B
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DOD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
	W.O. NO.: B2-0472
APPROVED BY: <i>Edward D. Hunt</i> DATE: 5/19/2006	SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007C

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, SAID CORNER BEING THE CENTERLINE INTERSECTION OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) SHOWN AS LOT "A" AND MENIFEE ROAD (HAVING A WESTERLY 50.00 FOOT HALF WIDTH) SHOWN AS LOT "B" ON SAID PARCEL MAP;

THENCE N 00°22'56"E ALONG THE EASTERLY LINE OF SAID SECTION 35, SAID EASTERLY SECTION LINE ALSO BEING THE CENTERLINE OF SAID MENIFEE ROAD, A DISTANCE OF 193.27 FEET;

THENCE N 89°37'04"W, A DISTANCE OF 70.00 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID EASTERLY SECTION LINE AND SAID CENTERLINE OF MENIFEE ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°22'56"W, PARALLEL WITH SAID EASTERLY SECTION LINE AND SAID CENTERLINE, A DISTANCE OF 92.92 FEET;

THENCE N 89°37'04"W, A DISTANCE OF 20.47 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 58.14 FEET;

THENCE N 11°13'48"E, A DISTANCE OF 36.13 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 22.70 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,361 SQUARE FEET, OR 0.054 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY:

Edward D. Hunt

DATE:

5-19-2006

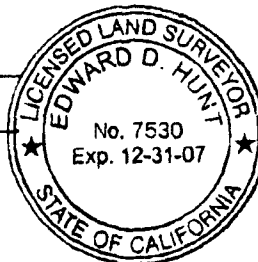
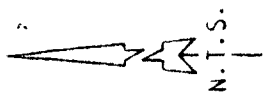


EXHIBIT "B"



SECTION 35
T.6S., R.3W., S.B.M.

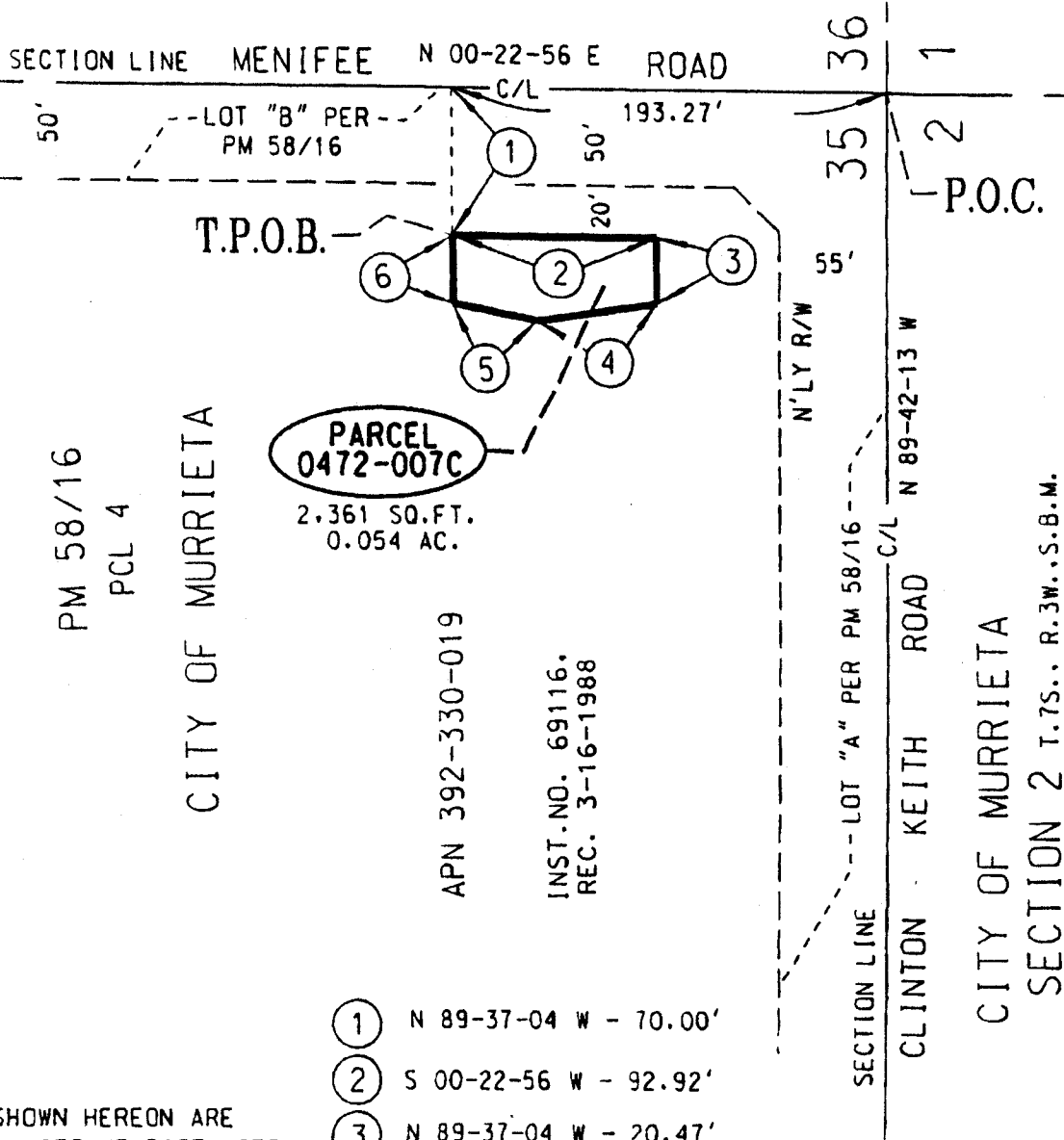
PM 58/16
PCL 4

CITY OF MURRIETA

PARCEL
0472-007C
2,361 SQ.FT.
0.054 AC.

APN 392-330-019

INST. NO. 69116.
REC. 3-16-1988



- ① N 89-37-04 W - 70.00'
- ② S 00-22-56 W - 92.92'
- ③ N 89-37-04 W - 20.47'
- ④ N 08-33-02 W - 58.14'
- ⑤ N 11-13-48 E - 36.13'
- ⑥ S 89-37-04 E - 22.70'

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO. : 0472-007C
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i> DATE: 5-19-2006	W.O. NO. : B2-0472
	SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007D

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE N 00°20'38"E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 90.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 00°20'38"E CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 4, A DISTANCE OF 15.01 FEET;

THENCE N 88°11'58"E, A DISTANCE OF 57.19 FEET;

THENCE S 63°49'30"E, A DISTANCE OF 124.74 FEET;

THENCE N 88°54'30"E, A DISTANCE OF 194.86 FEET;

THENCE S 88°17'52"E, A DISTANCE OF 190.32 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 50.17 FEET;

THENCE N 11°13'48"E, A DISTANCE OF 35.87 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 15.27 FEET;

THENCE S 11°13'48"W, A DISTANCE OF 36.13 FEET;

THENCE S 08°33'02"E, A DISTANCE OF 65.51 FEET;

THENCE N 88°17'52"W, A DISTANCE OF 207.91 FEET;

THENCE S 88°54'30"W, A DISTANCE OF 198.13 FEET;

THENCE N 63°49'30"W, A DISTANCE OF 124.64 FEET;

THENCE S 88°11'58"W, A DISTANCE OF 54.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 10,046 SQUARE FEET, OR 0.231 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY:

Edward D. Hunt

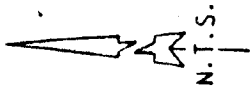
DATE:

5-19-2006

Page 1 of 1



EXHIBIT "B"



SECTION LINE MENIFEE

ROAD

50'

50'

N 00-22-56 E

35 36

2 1

- ① N 00-20-38 E - 90.92'
- ② N 00-20-38 E - 15.01'
- ③ N 88-11-58 E - 57.19'
- ④ N 08-33-02 W - 50.17'
- ⑤ N 11-13-48 E - 35.87'
- ⑥ S 89-37-04 E - 15.27'
- ⑦ S 11-13-48 W - 36.13'
- ⑧ S 08-33-02 E - 65.51'
- ⑨ S 88-11-58 W - 54.01'

PCL 4
PM 58/16

PARCEL
0472-007D
10,046 SQ. FT.
0.231 AC.

APN 392-330-019

INST. NO. 69116,
REC. 3-16-1988

SECTION 35
T.6S., R.3W., S.B.M.
CITY OF MURRIETA

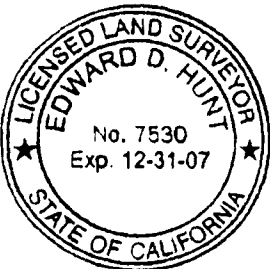
NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

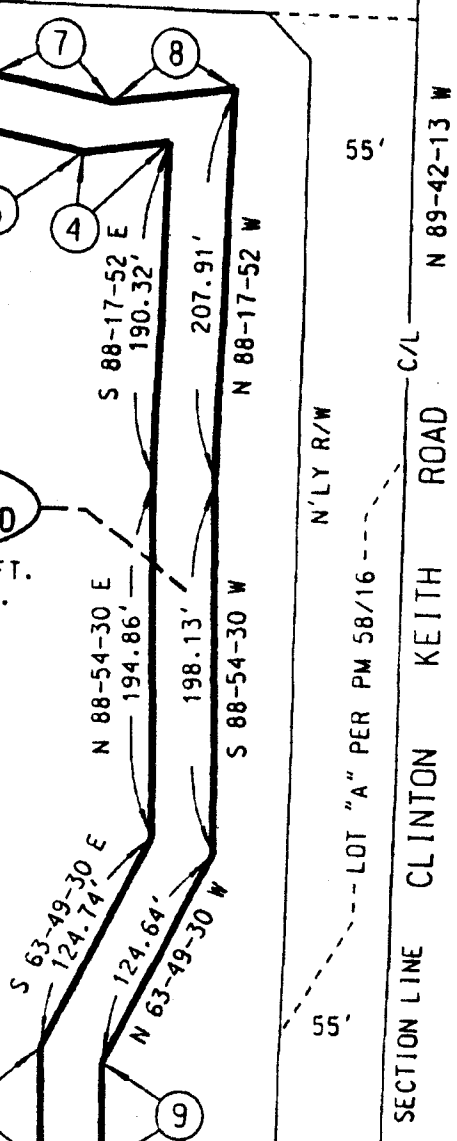
W'LY LINE PCL 4

T.P.O.B.

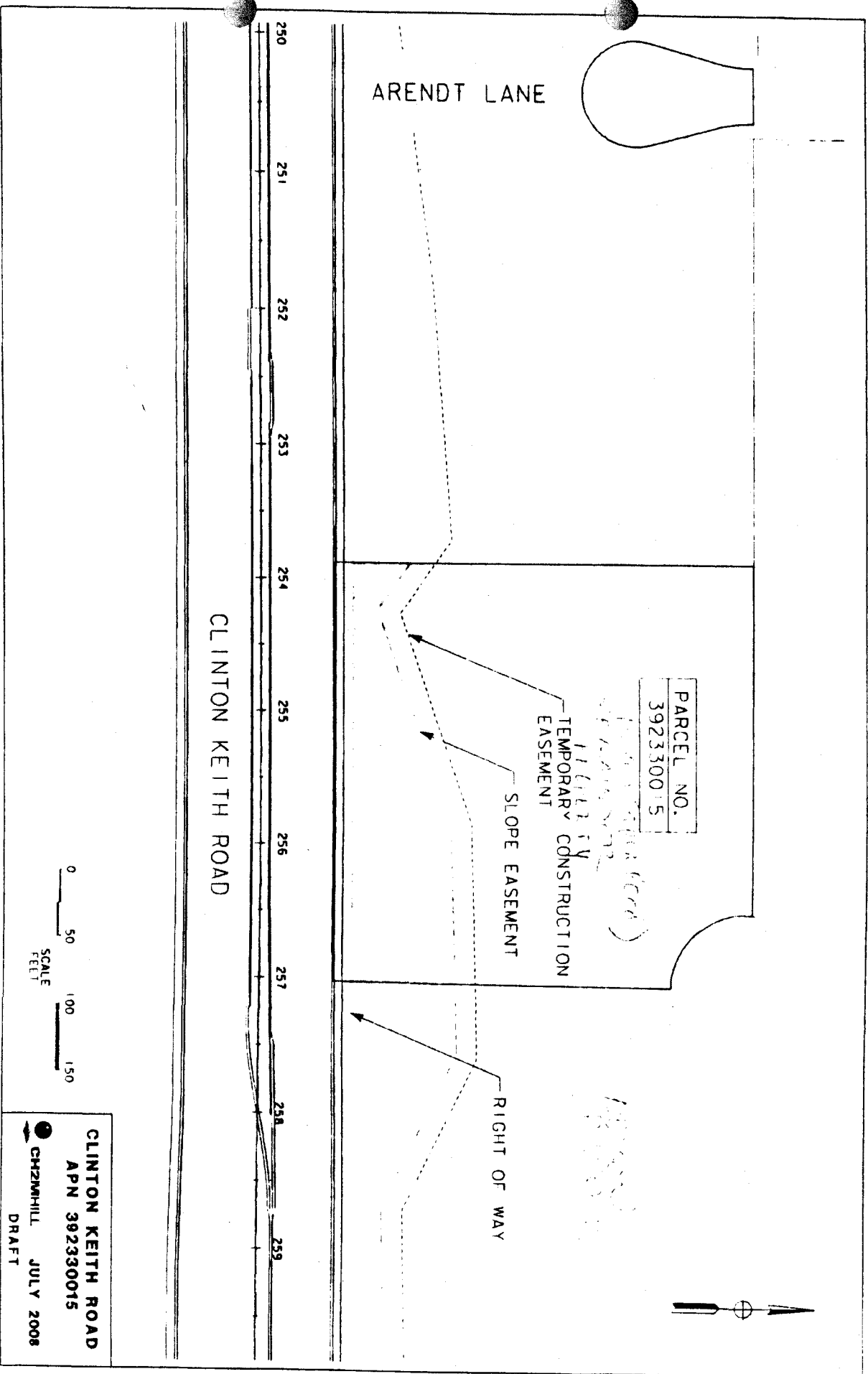
P.O.C.
(NW COR LOT "A")



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.	PAR. NO.: 0472-007D
PROJECT: CLINTON KEITH ROAD	PREPARED BY: ODD/KOT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
	W.O. NO.: 82-0472
APPROVED BY: <i>[Signature]</i> DATE: 5/19/2006	SHEET 1 OF 1 SHEET



ATTACHMENT 2



ATTACHMENT 3

Recorded at request of and return to:
Department of Facilities Management
Real Estate Division
On behalf of Transportation Department
3133 Mission Inn Avenue
Riverside, California 92507-4199

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: CLINTON KEITH ROAD WIDENING
PARCEL: 0472-007A
APN: 392-330-019 (portion)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AARON JAMES NELSON AND JEANNE NELSON,
HUSBAND AND WIFE AS JOINT TENANTS, AS INDIVIDUALS, AND AS TRUSTEES OF THE
NELSON FAMILY TRUST, ESTABLISHED July 6, 1997

GRANT(S) to the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, the real property of a portion of Assessor's Parcel Number 392-330-019 in the County of Riverside, State of California, as more particularly described in Exhibits "A" and "B", attached hereto and made a part hereof.

See Exhibit "A" attached hereto
and made a part hereof

PROJECT: CLINTON KEITH ROAD WIDENING
PARCEL: 0472-007A
APN: 392-330-019 (portion)

Dated: _____

GRANTOR:

Aaron James Nelson and Jeanne Nelson,
husband and wife as joint tenants, as
individuals, and as trustees of the Nelson
Family Trust, established July 6, 1997

By: _____
Aaron James Nelson

By: _____
Jeanne Nelson

STATE OF CALIFORNIA)
COUNTY OF _____)ss

On _____, before me, _____
_____ a Notary Public in and for said County and State, personally
appeared _____

personally known to me (or 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.

WITNESS my hand and official seal

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY
OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on
the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
Robert Field, Director
Department of Facilities Management

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007A

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT "A" OF SAID PARCEL MAP;

THENCE N 00°20'38"E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 12.00 FEET TO A POINT 67.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF CLINTON KEITH ROAD AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°42'13"E, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 88.59 FEET;

THENCE N 88°51'52"E, A DISTANCE OF 120.04 FEET;

THENCE S 89°42'13"E, A DISTANCE OF 113.17 FEET;

THENCE N 71°51'42"E, A DISTANCE OF 44.27 FEET;

THENCE S 89°42'13"E, A DISTANCE OF 62.00 FEET;

THENCE S 71°16'07"E, A DISTANCE OF 44.27 FEET;

THENCE S 89°42'13"E, A DISTANCE OF 100.12 FEET;

THENCE N 45°48'27"E, A DISTANCE OF 33.01 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID SECTION 35 AS SHOWN ON SAID PARCEL MAP, SAID SECTION LINE ALSO BEING THE CENTERLINE OF MENIFEE ROAD;

THENCE N 00°22'56"E, PARALLEL WITH SAID EASTERLY LINE OF SECTION 35, A DISTANCE OF 2.32 FEET;

THENCE N 89°37'04"W, A DISTANCE OF 19.68 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 5.06 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 20.47 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE OF SECTION 35;

THENCE N 00°22'56"E, PARALLEL WITH SAID EASTERLY LINE OF SECTION 35, A DISTANCE OF 110.56 FEET;

THENCE S 81°41'45"W, A DISTANCE OF 40.06 FEET;

THENCE N 00°22'56"E, A DISTANCE OF 5.05 FEET;

THENCE N 81°41'45"E, A DISTANCE OF 40.06 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE OF SECTION 35;

THENCE N 00°22'56"E, PARALLEL WITH SAID EASTERLY LINE OF SECTION 35, A DISTANCE OF 2.39 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007A
(CONTINUED)

THENCE S 89°37'04"E, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF LOT "B", ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF SAID MENIFEE ROAD;

THENCE S 00°22'56"W, ALONG SAID WESTERLY LINE OF SAID LOT "B", A DISTANCE OF 140.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT "A";

THENCE S 45°29'57"W ALONG THE NORTHERLY LINE OF SAID LOT "A", A DISTANCE OF 32.28 FEET TO AN ANGLE POINT THEREIN;

THENCE N 89°42'13"W ALONG SAID NORTHERLY LINE OF LOT "A", A DISTANCE OF 588.51 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13,462 SQUARE FEET, OR 0.309 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 5-19-2006

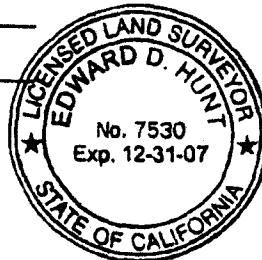
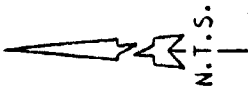


EXHIBIT "B"



SECTION LINE MENIFEE N 00-22-56 E ROAD
C/L

50' - -LOT "B" PER - -
PM 58/16

36
35

1

17

SEE DETAIL "A"
(ON SHEET 2)

- ① N 00-20-38 E - 12.00'
- ② N 71-51-42 E - 44.27'
- ③ S 71-16-07 E - 44.27'
- ④ S 89-42-13 E - 100.12'
- ⑬ N 00-17-47 E - 55.00'
- ⑰ N 89-42-13 W - 72.79'

APN 392-330-019

S 89-42-13 E - 62.00'

PARCEL
0472-007A
13,462 SQ.FT.
0.309 AC.

S 89-42-13 E - 113.17'

N 88-51-52 E - 120.04'

S 89-42-13 E - 88.59'

W'LY LINE PCL 4

PCL 4

PM 58/16

N 89-42-13 W - 588.51'

55'

C/L N 89-42-13 W

SECTION LINE CLINTON KEITH ROAD

P.O.B.
(NW COR LOT "A")

SECTION 35

T.6S., R.3W., S.B.M.

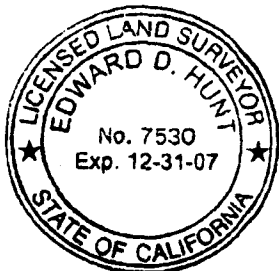
CITY OF MURRIETA

CITY OF MURRIETA

SECTION 2 T.7S., R.3W., S.B.M.

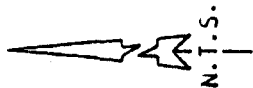
NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

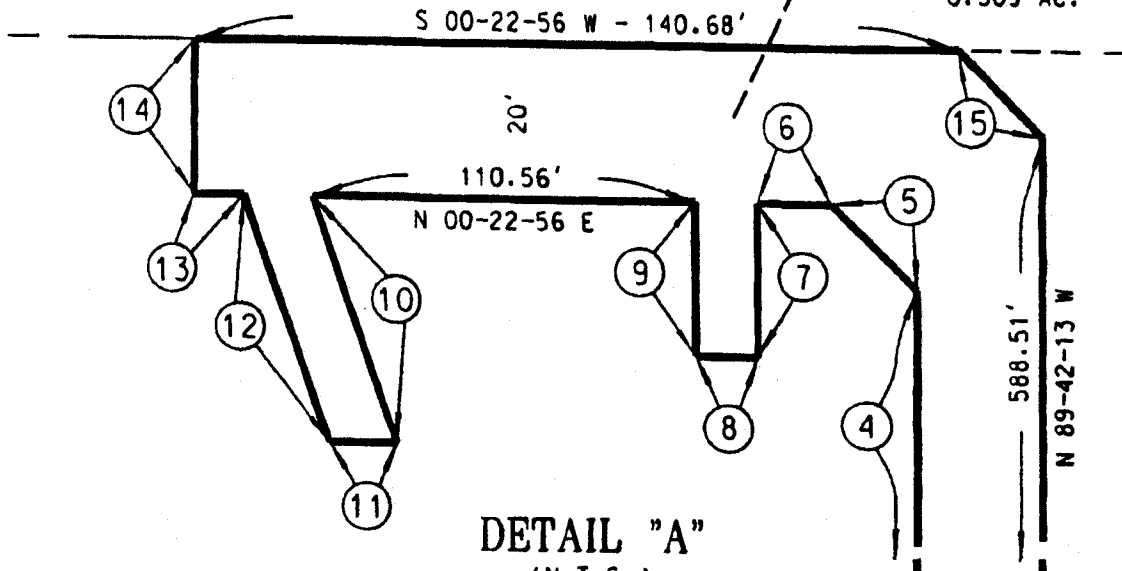


COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007A
PROJECT: CLINTON KEITH ROAD	PREPARED BY: ODD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i>	W.O. NO.: 82-0472
DATE: 5.19.2006	SHEET 1 OF 2 SHEETS

EXHIBIT "B"



PARCEL
0472-007A
13,462 SQ.FT.
0.309 AC.



DETAIL "A"
(N.T.S.)
(FROM SHEET 1)

- ④ S 89-42-13 E - 100.12'
- ⑤ N 45-48-27 E - 33.01'
- ⑥ N 00-22-56 E - 2.32'
- ⑦ N 89-37-04 W - 19.68'
- ⑧ N 08-33-02 W - 5.06'
- ⑨ S 89-37-04 E - 20.47'
- ⑩ S 81-41-45 W - 40.06'
- ⑪ N 00-22-56 E - 5.05'
- ⑫ N 81-41-45 E - 40.06'
- ⑬ N 00-22-56 E - 2.39'
- ⑭ S 89-37-04 E - 20.00'
- ⑮ S 45-29-57 W - 32.28'

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007A
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i> DATE: 5-19-2006	W.O. NO.: B2-0472
	SHEET 2 OF 2 SHEETS



Recorded at request of and return to:
Department of Facilities Management
Real Estate Division
On behalf of Transportation Department
3133 Mission Inn Avenue
Riverside, California 92507-4199

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line for Recorder's use)

PROJECT: CLINTON KEITH ROAD WIDENING
PARCEL: 0472-007B AND 0472-007C
APN: 392-330-019 (portion)

SLOPE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AARON JAMES NELSON AND JEANNE NELSON,
HUSBAND AND WIFE AS JOINT TENANTS, AS INDIVIDUALS, AND AS TRUSTEES OF THE
NELSON FAMILY TRUST, ESTABLISHED July 6, 1997

GRANT(S) to the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, an easement over, under, within, and through a portion of Assessor's Parcel Number 392-330-019 in the County of Riverside, State of California, referenced as Parcels 0472-007B and 0472-007C and described on Exhibits "A" and "B", attached hereto and by this reference incorporated herein, for slope purposes, subject only to those encumbrances and easements which the County has accepted.

PROJECT: CLINTON KEITH ROAD WIDENING PROJECT
PARCEL: 0472-007B AND 0472-007C
APN: 392-330-019 (portion)

Dated: _____

GRANTOR:

Aaron James Nelson and Jeanne Nelson,
husband and wife as joint tenants, as
individuals, and as trustees of the Nelson
Family Trust, established July 6, 1997

By: _____
Aaron James Nelson

By: _____
Jeanne Nelson

STATE OF CALIFORNIA)
COUNTY OF _____)ss

On _____, before me, _____
_____ a Notary Public in and for said County and State, personally
appeared _____

_____ personally known to me (or 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.

WITNESS my hand and official seal

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
Robert Field, Director
Department of Facilities Management

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007B

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE N 00°20'38"E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 12.00 FEET TO A POINT 67.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID CLINTON KEITH ROAD AND THE TRUE POINT OF BEGINNING;

THENCE N 00°20'38"E CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 4, A DISTANCE OF 78.92 FEET;

THENCE N 88°11'58"E, A DISTANCE OF 54.01 FEET;

THENCE S 63°49'30"E, A DISTANCE OF 124.64 FEET;

THENCE N 88°54'30"E, A DISTANCE OF 198.13 FEET;

THENCE S 88°17'52"E, A DISTANCE OF 207.91 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 2.31 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 19.68 FEET;

THENCE S 00°22'56"W, A DISTANCE OF 2.32 FEET;

THENCE S 45°48'27"W, A DISTANCE OF 33.01 FEET TO A POINT 70.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 100.12 FEET;

THENCE N 71°16'07"W, A DISTANCE OF 44.27 FEET TO A POINT 84.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 62.00 FEET;

THENCE S 71°51'42"W, A DISTANCE OF 44.27 FEET TO A POINT 70.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 113.17 FEET;

THENCE S 88°51'52"W, A DISTANCE OF 120.04 FEET TO A POINT 67.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF CLINTON KEITH ROAD;

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007B
(CONTINUED)

THENCE N 89°42'13"W, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 88.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 19,532 SQUARE FEET, OR 0.448 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

Edward D. Hunt

DATE: _____

5-19-2006

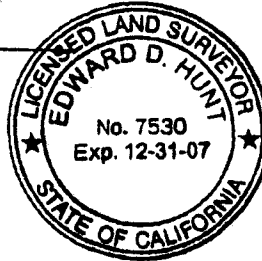
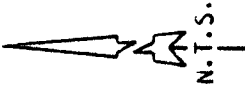


EXHIBIT "B"



SECTION LINE MENIFEE N 00-22-56 E ROAD

35 36
2 1

50' --- LOT "B" PER --- 50'
PM 58/16 C/L

- ① N 00-20-38 E - 12.00'
- ② N 00-20-38 E - 78.92'
- ③ N 88-11-58 E - 54.01'
- ④ N 08-33-02 W - 2.31'
- ⑤ S 89-37-04 E - 19.68'
- ⑥ S 00-22-56 W - 2.32'
- ⑦ S 45-48-27 W - 33.01'
- ⑧ N 89-42-13 W - 100.12'
- ⑨ N 71-16-07 W - 44.27'
- ⑩ N 89-42-13 W - 62.00'
- ⑪ S 71-51-42 W - 44.27'
- ⑫ N 89-42-13 W - 113.17'
- ⑬ S 88-51-52 W - 120.04'
- ⑭ N 89-42-13 W - 88.59'

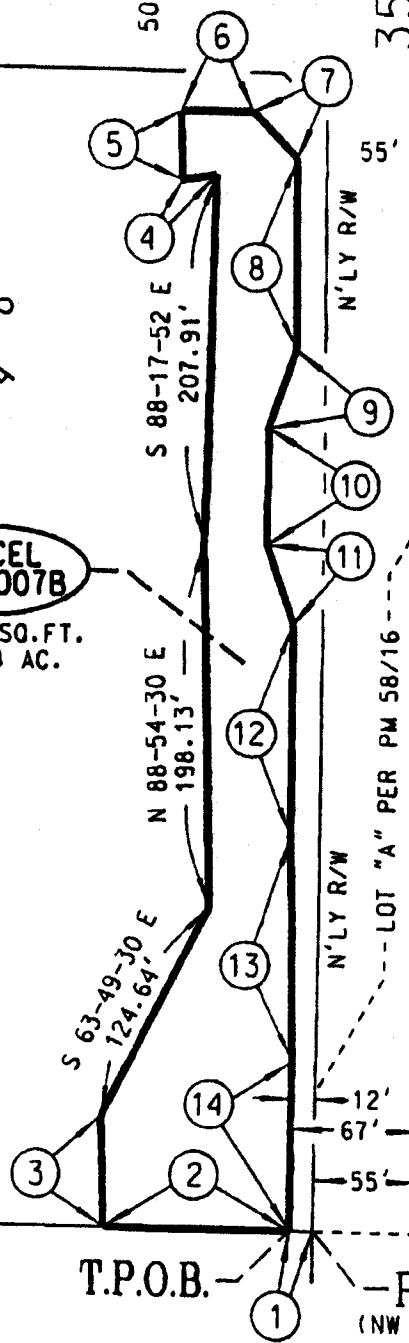
SECTION 35
T.6S., R.3W., S.B.M.
CITY OF MURRIETA

APN 392-330-019

PM 58/16
PCL 4

PARCEL
0472-007B
19,532 SQ. FT.
0.448 AC.

INST. NO. 69116.
REC. 3-16-1988



SECTION LINE CLINTON KEITH ROAD C/L N 89-42-13 W

CITY OF MURRIETA
SECTION 2 T.7S., R.3W., S.B.M.

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

W'LY LINE PCL 4

T.P.O.B.

P.O.C.
(NW COR LOT "A")



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007B
PROJECT: CLINTON KEITH ROAD	PREPARED BY: ODD/KOT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i> DATE: 5-19-2006	W.O. NO.: B2-0472
	SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007C

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, SAID CORNER BEING THE CENTERLINE INTERSECTION OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) SHOWN AS LOT "A" AND MENIFEE ROAD (HAVING A WESTERLY 50.00 FOOT HALF WIDTH) SHOWN AS LOT "B" ON SAID PARCEL MAP;

THENCE N 00°22'56"E ALONG THE EASTERLY LINE OF SAID SECTION 35, SAID EASTERLY SECTION LINE ALSO BEING THE CENTERLINE OF SAID MENIFEE ROAD, A DISTANCE OF 193.27 FEET;

THENCE N 89°37'04"W, A DISTANCE OF 70.00 FEET TO A POINT 70.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID EASTERLY SECTION LINE AND SAID CENTERLINE OF MENIFEE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S 00°22'56"W, PARALLEL WITH SAID EASTERLY SECTION LINE AND SAID CENTERLINE, A DISTANCE OF 92.92 FEET;

THENCE N 89°37'04"W, A DISTANCE OF 20.47 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 58.14 FEET;

THENCE N 11°13'48"E, A DISTANCE OF 36.13 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 22.70 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 2,361 SQUARE FEET, OR 0.054 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

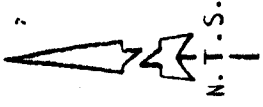
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 5-19-2006



EXHIBIT "B"



SECTION 35
T.6S., R.3W., S.B.M.

PM 58/16

PCL 4

CITY OF MURRIETA

PARCEL
0472-007C

2,361 SQ. FT.
0.054 AC.

APN 392-330-019

INST. NO. 69116.
REC. 3-16-1988

SECTION LINE MENIFEE N 00-22-56 E ROAD

50'

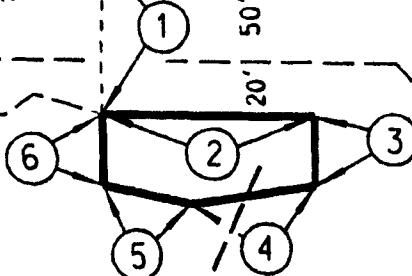
LOT "B" PER
PM 58/16

C/L

193.27'

50'

T.P.O.B.



36
35

55'

N'LY R/W

SECTION LINE --- LOT "A" PER PM 58/16 ---

C/L

N 89-42-13 W

CLINTON KEITH ROAD

2
1

P.O.C.

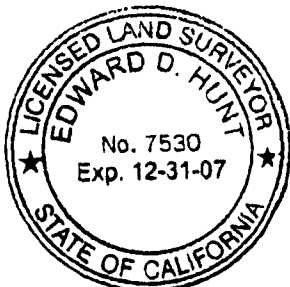
CITY OF MURRIETA

SECTION 2 T.7S., R.3W., S.B.M.

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

- ① N 89-37-04 W - 70.00'
- ② S 00-22-56 W - 92.92'
- ③ N 89-37-04 W - 20.47'
- ④ N 08-33-02 W - 58.14'
- ⑤ N 11-13-48 E - 36.13'
- ⑥ S 89-37-04 E - 22.70'



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0472-007C
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i>	W.O. NO.: 82-0472
DATE: 5-19-2006	SHEET 1 OF 1 SHEET



Recorded at request of and return to:
Department of Facilities Management
Real Estate Division
On behalf of Transportation Department
3133 Mission Inn Avenue
Riverside, California 92507-4199

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line for Recorder's use)

PROJECT: CLINTON KEITH ROAD WIDENING
PARCEL: 0472-007D
APN: 392-330-019 (portion)

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AARON JAMES NELSON AND JEANNE NELSON,
HUSBAND AND WIFE AS JOINT TENANTS, AS INDIVIDUALS, AND AS TRUSTEES OF THE
NELSON FAMILY TRUST, ESTABLISHED JULY 6, 1997

GRANT(S) to the COUNTY OF RIVERSIDE, a political subdivision, an exclusive Temporary Construction Easement to use the property in the County of Riverside, State of California, referenced as Parcel 0472-007D and described on Exhibit "A", and shown on Exhibit "B", both attached hereto and by this reference made a part hereof, for the construction of a road improvement project by the Grantee on land other than such described property.

Grantee shall provide Grantor with thirty (30) day written notice prior to Grantee exercising its right to enter upon and use the Temporary Construction Easement Property under this Agreement. The right to enter upon and use the Temporary Construction Easement Property may be exercised for eighteen (18) months from the thirty (30) day written notice, or until completion of the Project, whichever occurs first.

After the expiration of the Temporary Construction Easement term, Grantee shall quitclaim its interest in such property to Grantor or Grantor's successor.

It is understood and agreed by and between Grantor and Grantee that Grantee, its agents, employees, representatives, consultants, contractors, subcontractors, and all other Grantee

designees may enter upon and use the Temporary Construction Easement Property.

The right to enter upon and use the Temporary Construction Easement Property includes the right to remove and dispose of personal property located thereon and the right to transport equipment on the Temporary Construction Easement Property.

Grantee shall maintain and provide Grantor with reasonable access during business hours to Grantor's property across the Temporary Construction Easement Property during the term of the Temporary Construction Easement.

PROJECT: CLINTON KEITH ROAD WIDENING PROJECT
PARCEL: 0472-007D
APN: 392-330-019 (portion)

Dated: _____

GRANTOR:

Aaron James Nelson and Jeanne Nelson,
husband and wife as joint tenants, as
individuals, and as trustees of the Nelson
Family Trust, established July 6, 1997

By: _____
Aaron James Nelson

By: _____
Jeanne Nelson

STATE OF CALIFORNIA)
COUNTY OF _____)ss

On _____, before me, _____
_____ a Notary Public in and for said County and State, personally
appeared _____

personally known to me (or 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.

WITNESS my hand and official seal

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____

Robert Field, Director
Department of Facilities Management

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-007D

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 11,830, ON FILE IN BOOK 58, PAGE 16 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT "A", SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE N 00°20'38"E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 90.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 00°20'38"E CONTINUING ALONG SAID WESTERLY LINE OF PARCEL 4, A DISTANCE OF 15.01 FEET;

THENCE N 88°11'58"E, A DISTANCE OF 57.19 FEET;

THENCE S 63°49'30"E, A DISTANCE OF 124.74 FEET;

THENCE N 88°54'30"E, A DISTANCE OF 194.86 FEET;

THENCE S 88°17'52"E, A DISTANCE OF 190.32 FEET;

THENCE N 08°33'02"W, A DISTANCE OF 50.17 FEET;

THENCE N 11°13'48"E, A DISTANCE OF 35.87 FEET;

THENCE S 89°37'04"E, A DISTANCE OF 15.27 FEET;

THENCE S 11°13'48"W, A DISTANCE OF 36.13 FEET;

THENCE S 08°33'02"E, A DISTANCE OF 65.51 FEET;

THENCE N 88°17'52"W, A DISTANCE OF 207.91 FEET;

THENCE S 88°54'30"W, A DISTANCE OF 198.13 FEET;

THENCE N 63°49'30"W, A DISTANCE OF 124.64 FEET;

THENCE S 88°11'58"W, A DISTANCE OF 54.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 10,046 SQUARE FEET, OR 0.231 ACRES, MORE OR LESS.

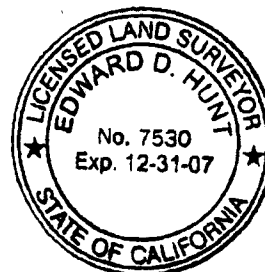
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 5-19-2006



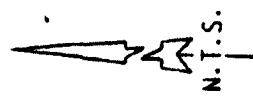


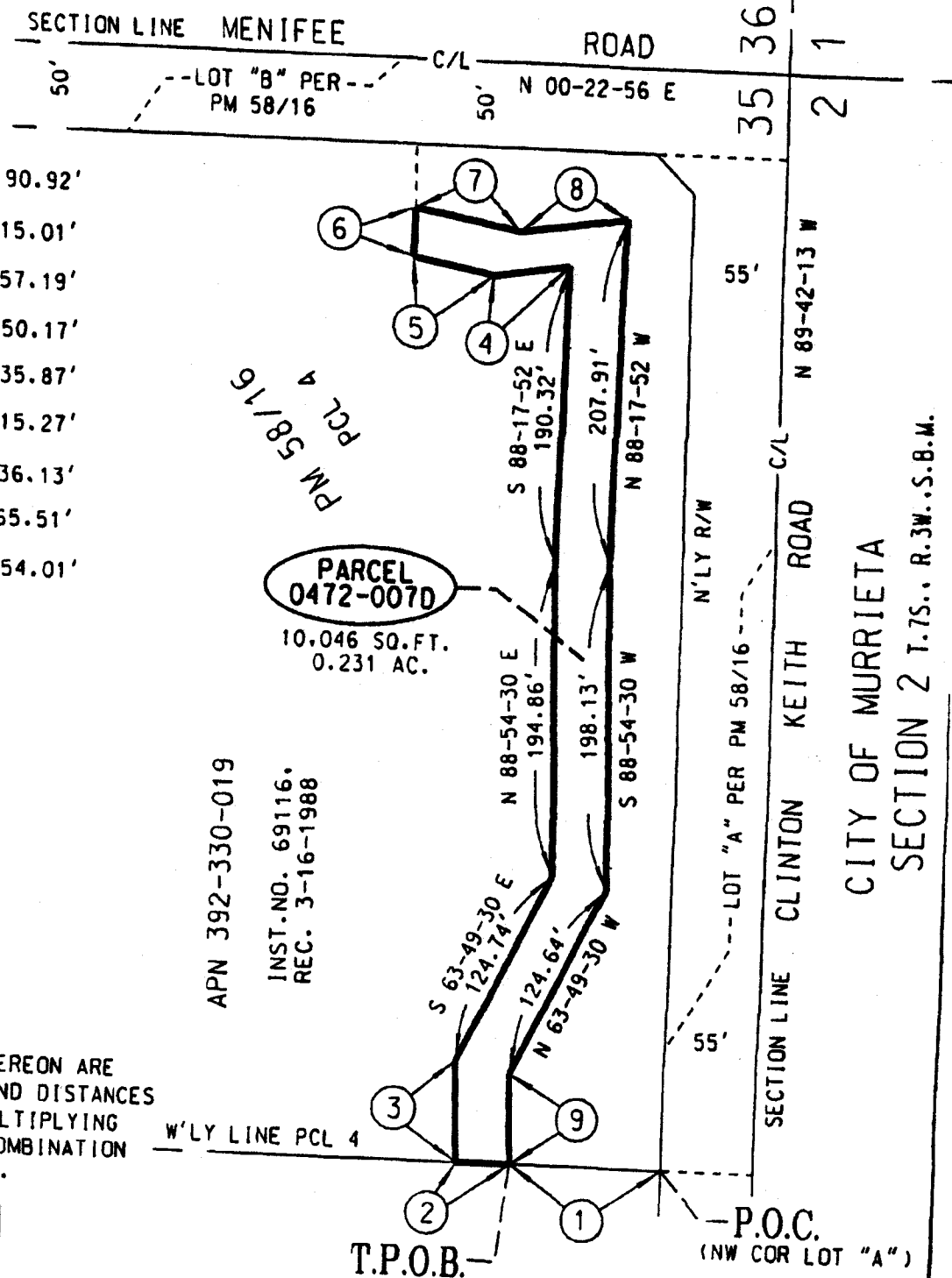
EXHIBIT "B"

- ① N 00-20-38 E - 90.92'
- ② N 00-20-38 E - 15.01'
- ③ N 88-11-58 E - 57.19'
- ④ N 08-33-02 W - 50.17'
- ⑤ N 11-13-48 E - 35.87'
- ⑥ S 89-37-04 E - 15.27'
- ⑦ S 11-13-48 W - 36.13'
- ⑧ S 08-33-02 E - 65.51'
- ⑨ S 88-11-58 W - 54.01'

SECTION 35
T.6S., R.3W., S.B.M.
CITY OF MURRIETA

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



APN 392-330-019
INST. NO. 69116,
REC. 3-16-1988



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.	PAR. NO.: 0472-007D
PROJECT: CLINTON KEITH ROAD	PREPARED BY: ODD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: APRIL, 2006
APPROVED BY: <i>Edward D. Hunt</i> DATE: 5/19/2006	W.O. NO.: B2-0472
	SHEET 1 OF 1 SHEET

CITY OF MURRIETA
SECTION 2 T.7S., R.3W., S.B.M.

ATTACHMENT 4

**EXHIBIT 1
GENERAL PROVISIONS**

1. DEPOSIT OF FUNDS, OPPORTUNITY TO EARN INTEREST AND PRORATIONS

All funds received in this escrow shall be deposited with other escrow funds into one or more non-interest bearing escrow accounts at a financial institution selected by Escrow Agent. Escrow Agent shall not be responsible and shall have no liability for any delay in closing this escrow if the funds deposited are not available for immediate withdrawal as a matter of right pursuant to California Insurance Code Section 12413.1 et. seq. Funds deposited in the financial institution are insured only to the limit provided by the Federal Deposit Insurance Corporation. Escrow Holder shall not be held responsible for loss of any amount over the FDIC insured limit due to bank failure or for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regards to placement of wires.

You have the opportunity to earn interest on the funds you deposit with us by instructing us to deposit your funds in an interest bearing account. (You do not have an opportunity to earn interest on any funds deposited by a lender) If you elect to earn interest, there is an additional fee in the amount of \$50.00 for establishing and maintaining such an account. It is important that you consider this cost as it may exceed the actual interest you earn.

Should you not elect to earn interest on your deposit, your funds will be deposited in our General Escrow Account at a financial institution insured by the FDIC. This is a non-interest bearing account; however, Stewart Title of California, Inc. may receive certain financial benefits from that financial institution because of the General Escrow Account and its on-going banking relationship. These benefits may include, without limitation, credits allowed by such financial institution on loans to Stewart Title of California, Inc. and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. We do not have an obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by Stewart Title of California, Inc.. Any such benefits shall be deemed additional compensation of Stewart Title of California, Inc. for its services in connection with the escrow.

All prorations and/or adjustments called for in this escrow shall be made on the basis of a 30 day month or 360 day year, unless otherwise instructed in writing. Proration of real property taxes including supplemental real property taxes, will be made on the basis of the latest available figures provided to Escrow Holder.

The phrase close of escrow (COE) as used herein means the date on which instruments/documents are recorded.

Disbursements from this escrow will be made by check of Escrow Holder. Unless otherwise instructed in writing, checks will be issued jointly to the parties designated as payees. Signatures (including initials) of principals or their duly authorized agents on any documents/instrument and/or instruction pertaining to this escrow indicate approval of same.

2. SPECIAL RECORDINGS

If a "SPECIAL RECORDING" is arranged and completed, meaning recording the documents called for in this escrow, at any time other than the standard recording time for title companies, then all parties hereto represent and warrant that during the period of time between the standard recording time and the time the documents are actually recorded pursuant to the "SPECIAL RECORDING", no additional liens, encumbrances, or exceptions to the title whether involuntary or voluntary, of any kind or nature will attach to or be recorded against the subject property, nor will the subject property be otherwise transferred or conveyed. All parties hereby expressly agree to indemnify and hold Escrow Holder harmless from all claims, losses or damages and attorney's fees resulting from any such additional liens, encumbrances, exceptions to title, transfers or conveyances.

3. AUTHORIZATION TO DELIVER

If it is necessary, proper or convenient for the consummation of this escrow, Escrow Holder is authorized to deposit or have deposited funds or documents, or both, handed to Escrow Holder under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.

4. AUTHORIZATION TO FURNISH COPIES

Furnishing copies of any/all escrow instructions, amendments, supplements, preliminary reports, notices of cancellation and closing statements in this escrow to the real estate broker(s), lenders and/or attorney's representing principals to this escrow is authorized. Escrow holder shall not incur any liability to the parties for delivery of said copies.

5. TIME AND WRITTEN NOTIFICATION

Time is of the essence. In the event the conditions of this escrow have not been complied with at the expiration of the time provided for herein you are permitted, though not required, to complete the same at the earliest possible date thereafter. No notice, demand or change of instructions shall be of any effect to alter, amend, supplement, or vary the terms of these instructions unless given in writing and signed by all parties affected thereby.

6. CANCELLATION PROVISIONS

Any principal instructing Escrow Holder to cancel escrow shall file notice of cancellation in Escrow Holder's office in writing and so state the reason for cancellation. Upon receipt of same, Escrow Holder shall prepare cancellation instructions for signatures of the principals and shall forward same to the principals. Upon receipt of mutually agreeable cancellation instructions signed by all principals and after payment of Escrow Holder's cancellation charges, Escrow Holder is authorized to comply with such instructions and cancel the escrow.

7. ACTION IN INTERPLEADER OR OTHER COURT OR LEGAL PROCEEDINGS

The principals hereto expressly agree that Escrow Holder has the absolute right, at its election, to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves; and Escrow Holder is authorized to deposit with the clerk of the court, all documents, instruments and funds held in escrow. In the event such action is filed, the principals jointly and severally agree to pay Escrow Holder's cancellation charges and costs, expenses and reasonable attorney's fees it is required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon filing of such action, Escrow Holder is thereupon fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

8. PERSONAL PROPERTY TAX

Escrow Holder is not responsible for any personal property tax which may be assessed to any former owner of the property that is the subject of this escrow, nor for the corporation or license tax of any corporation as a former owner. No examination or insurance as to the amount of payment of personal taxes is required unless specifically requested.

9. LIMITATION ON DUTY TO INFORM

It is agreed by the parties hereto, that so far as Escrow Holder's rights and liabilities are involved, the transaction is an escrow and not any other legal relation and Stewart Title of California, Inc. is an Escrow Holder only on the within expressed terms, and Escrow Holder shall have no responsibility for notifying any of the parties of this escrow of any sale, resale, loan, exchange or other transaction involving any property herein described or of the profit realized by any person, firm or corporation (broker, agent and parties to this and/or other escrow included), in connection therewith, regardless of the fact that such transaction(s) may be handled concurrently by Escrow Holder in this escrow or in another escrow.

10. LEGAL ADVICE

The parties acknowledge and understand that Escrow Holder is not authorized to practice law, nor give financial advice. The parties are hereby advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by Escrow Holder about the legal sufficiency, legal consequences, financial effect or tax consequences of the within escrow instructions.

11. DISCLOSURE OF CONDITIONS PRECEDENT

The parties to this escrow, by execution thereof, acknowledge their duty to Escrow Holder of full disclosure of those matters, which shall effect the transfer of subject property and conditions of title (inclusive of real personal and intangible property, which matters may result in a lien against subject property). Disclosure shall include, but not limited to: water, stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, notes, deeds of trust and vendors liens.

12. STATE/FEDERAL CODE NOTIFICATION

According to Federal law, the Seller(s), when applicable, will be required to complete a 1099-S Worksheet that will be utilized to generate a 1099 reporting statement to the Internal Revenue Service.

You are released from and shall have no liability, obligations or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1984, "Foreign Investors in Real Property Act" (FIRPTA), as amended (b) advising of requirements, (c) determining whether the seller is a foreign person, under such Section, or (d) obtaining a non-foreign affidavit or other exemption from withholding under such Section nor otherwise making any inquiry concerning compliance with such Section by any party to this transaction.

IN ACCORDANCE WITH SECTION 18662 AND 18668 OF THE REVENUE AND TAXATION CODE, A BUYER MAY BE REQUIRED TO WITHHOLD ANY AMOUNT EQUAL TO 3-1/3 PERCENT OF THE SALES PRICE IN THE CASE OF A DISPOSITION OF CALIFORNIA REAL PROPERTY INTEREST, BY EITHER:

- 1) A SELLER WHO IS AN INDIVIDUAL OR DISBURSEMENT INSTRUCTIONS AUTHORIZED THE PROCEEDS TO BE SENT TO A FINANCIAL INTERMEDIARY OF THE SELLER, OR
- 2) A CORPORATE SELLER THAT HAS NO PERMANENT PLACE OF BUSINESS IN CALIFORNIA.

FOR FAILURE TO WITHHOLD, THE BUYER MAY BECOME SUBJECT TO PENALTY EQUAL TO THE GREATER OF 10 PERCENT OF THE AMOUNT REQUIRED TO BE WITHHELD OR FIVE HUNDRED DOLLARS (\$500.00).

HOWEVER, NOTWITHSTANDING ANY OTHER PROVISION INCLUDED IN THE CALIFORNIA STATUTES REFERENCED ABOVE, NO BUYER WILL BE REQUIRED TO WITHHOLD ANY AMOUNT OR BE SUBJECT TO PENALTY FOR FAILURE TO WITHHOLD IF:

- 1) THE SALES PRICE OF THE CALIFORNIA REAL PROPERTY CONVEYED DOES NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), OR
- 2) THE SELLER EXECUTES A WRITTEN CERTIFICATE, UNDER THE PENALTY OF PERJURY, CERTIFYING THAT THE SELLER IS A CORPORATION WITH A PERMANENT PLACE OF BUSINESS IN CALIFORNIA, OR
- 3) THE SELLER, WHO IS AN INDIVIDUAL, EXECUTES A WRITTEN CERTIFICATE UNDER THE PENALTY OF PERJURY, OF ANY OF THE FOLLOWING:
 - A) THAT THE CALIFORNIA REAL PROPERTY BEING CONVEYED IS THE SELLER'S PRINCIPAL RESIDENCE (WITHIN THE MEANING OF SECTION 121 OF THE INTERNAL REVENUE CODE).
 - B) THAT THE CALIFORNIA REAL PROPERTY BEING CONVEYED IS OR WILL BE EXCHANGED FOR PROPERTY OF LIKE KIND (WITHIN THE MEANING OF SECTION 1031 OF THE INTERNAL REVENUE CODE), BUT ONLY TO THE EXTENT OF THE AMOUNT OF GAIN NOT REQUIRED TO BE RECOGNIZED FOR CALIFORNIA INCOME TAX PURPOSES.
 - C) THAT THE CALIFORNIA REAL PROPERTY HAS BEEN COMPULSORILY OR INVOLUNTARILY CONVERTED (WITHIN THE MEANING OF SECTION 1033 OF THE INTERNAL REVENUE CODE) AND THAT THE SELLER INTENDS TO ACQUIRE PROPERTY SIMILAR OR RELATED IN SERVICE OR USE SO AS TO BE ELIGIBLE FOR NONRECOGNITION OF GAIN FOR CALIFORNIA INCOME TAX PURPOSES.
 - D) THAT THE CALIFORNIA REAL PROPERTY TRANSACTION WILL RESULT IN A LOSS FOR CALIFORNIA INCOME TAX PURPOSES.

THE SELLER IS SUBJECT TO PENALTY FOR KNOWINGLY FILING A FRAUDULENT CERTIFICATE FOR THE PURPOSE OF AVOIDING THE WITHHOLDING REQUIREMENT.

13. NO ACTIVITY

If there is no written activity by a principal to this escrow within any six-month period after the time limit date as set forth, in the escrow instructions or written extension thereof, Escrow Holder's obligation shall terminate at Escrow Holder's option. All documents, monies or other items deposited with Escrow Holder shall be returned to the respective parties entitled thereto, less fees and charges herein provided.

14. CAPTIONS AND COUNTERPARTS

Captions in these escrow instructions are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of these instructions or any of the terms hereof. These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

15. BINDING

All terms of these escrow instructions shall be binding upon, inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors and assigns. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein contained.

16. USURY

Escrow Holder is not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any liability or responsibility therefore.

17. CONFLICTING DEMANDS/INTERPLEADER

No notice, demand or change of instructions shall be of any effect in this escrow unless given in writing by all parties affected thereby. If conflicting demands are made in connection with this escrow, Escrow Holder shall have the absolute right to either withhold and

stop all proceedings, or file suit in the interpleader and obtain an order from the court requiring the parties to interplead their several claims and rights amongst themselves.

18. FACSIMILE AND ELECTRONIC MAIL

All parties acknowledge that documents and instructions may be transmitted via facsimile (FAX) and/or electronic mail (e-mail). In the event the principals of this transaction, their agents, or assigns, utilize "facsimile (FAX)" transmitted instructions, Escrow Holder may rely and act upon such instructions in the same manner as if original signed instructions were in the possession of Escrow Holder.

19. DISCRETIONARY TERMINATION

At the sole discretion of Escrow Holder, Escrow Holder may elect to terminate its escrow relationship with the principals to the escrow. Funds and documents will be returned upon mutual instructions of the appropriate parties.

20. PURCHASE AGREEMENT

If any form of Purchase agreement or amendment or supplement (collectively "Purchase Agreement") is deposited to this escrow, it is understood that such document shall be effective only as between the parties signing the Purchase Agreement. Escrow Holder's only duty is to comply with the instructions set forth in the escrow instructions and shall not be responsible for interpreting or acting on any provision of any Purchase Agreement on which these escrow instructions may be based. Escrow Holder shall not rely on any knowledge or understanding Escrow Holder may have of any such Purchase Agreement in ascertaining or performing the duties of Escrow Holder. In connection with any loan transaction, Escrow Holder is authorized to deliver a copy of any purchase agreement and a copy of all escrow instructions, supplements or amendments to the Lender.

21. ENVIRONMENTAL DISCLOSURE

Notwithstanding any actual or other knowledge on the part of Escrow Holder, the parties agree to release Escrow Holder from any and all liability of any kind or nature and to indemnify Escrow Holder of any loss, damages, claims, judgments or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is in violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of your representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advice in assessing the risks associated with potential hazardous or toxic wastes.

22. ADDITIONAL DOCUMENTS HANDED TO ESCROW HOLDER

Parties agree to hand Escrow Holder applicable documentation to establish their authority to act. Those documents may include, but shall not be limited to the following:

- 1) If an individual: Statement of Information
- 2) If a corporation: A Corporate resolution signed by the Secretary of the Corporation, authorizing the acquisition, encumbering (if applicable), or sale of the subject property, and designating the authorized signatories on behalf of the corporation, together with a copy of the Articles of Incorporation & By-Laws.
- 3) If a Trust: copy of the Trust Agreement, any amendments thereto and/or a Certificate of Trust.
- 4) If a General Partnership: An original Statement of Partnership, in recordable form (if not already recorded) to be recorded in the County in which the subject property is located. A copy of the partnership agreement is also requested.
- 5) If a Limited Partnership: The LP-1 form, certified by the Secretary of State to record (if not already recorded) in the county in which the subject property is located. A copy of the partnership agreement is also requested.
- 6) If a Joint Venture: The requirements specified 1, 2, and 3 herein will be applicable as it relates to the entities which comprise the Joint Venture.
- 7) If a Limited Liability Company (LLC): The LLC1 certified by the Secretary of State to record (if not already recorded) in the county in which the subject property is located. The LLC1 must reflect an expiration date. One person must be named on the LLC1 as managing the LLC, or all members must sign. A copy of the operating agreement is required.

The parties further acknowledge that in the event the partners of a partnership are individuals, it may be required that each such partner submit a completed and executed Statement of Information.

If the Principals have any questions regarding the disposition of Unclaimed Funds, in excess of \$50.00, the Principals should contact the Controller or successor agency for the State of California.

23. DESTRUCTION OF RECORDS

Escrow Holder is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other materials pertaining to this escrow at the expiration of seven (7) years from the close of escrow or cancellation thereof.

24. GOOD FUNDS

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed. Stewart Title of California, Inc. shall not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

If any check submitted is dishonored upon presentment for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

25. CHANGE IN OWNERSHIP REPORT

All parties are aware that a "Preliminary Change in Ownership Form" is to be filed with the office of the County Assessor upon recordation of all transfer documents involving real property. As an accommodation only, Escrow Holder shall provide necessary forms to the purchaser herein and in the event the completed form is deposited into escrow prior to close, Escrow Holder shall deliver same to County Assessor concurrently with recordation of the documents being recorded in this transaction.

26. APPLICATION OF PAYOFF FUNDS

Should a check or wire be deemed unacceptable by lenders, creditors, lien holders or beneficiaries of Deeds of Trust, Escrow Holder is authorized to act on our behalf in requesting the funds, as well as any balance in an impound account, be applied towards the balance due.

27. INDEMNITY FOR ATTORNEY'S FEES AND COSTS

In the event suit is brought by any party or parties to this escrow, including Stewart Title of California, Inc., as against each other or others, including, Stewart Title of California, Inc. which results in a dismissal of or judgment in favor of Stewart Title of California, Inc., the parties hereto agree to hold harmless, reimburse and indemnify Stewart Title of California, Inc., its officers and employees, from any loss, expenses, costs and attorney's fees incurred.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY/OUR INITIAL (S) HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I/WE HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

INITIAL: _____