

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



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
July 1, 2009

SUBJECT: Acquisition Agreements for the Cleveland Avenue and Citrus Street Traffic Signal Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreements for a portion of Assessor's Parcel Numbers 152-050-039 and 152-040-014 and authorize the Chairman of the Board of Supervisors to execute these agreements on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA for the Economic Development Agency or his designee to execute any documents and administer all actions to complete this transaction;

(Continued)



Juan C. Perez, Director
Transportation Department

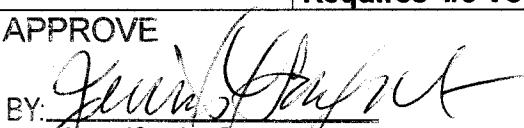


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$33,394	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10
SOURCE OF FUNDS: Western Development Impact Fees (100%)			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 

Jennifer L. Sargent

County Executive Office Signature

Policy

Consent

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

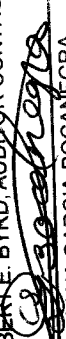
Prev. Agn. Ref.:

District: 2

Agenda Number:

3.26

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
9/1/09
BY: 
SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: 
CYNTHIA M. GUNZEL, Departmental Concurrence

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to amend the Economic Development Agency's FY 2009/10 Real Property budget as specified on Schedule A;
4. Allocate the sum of \$11,110 to purchase a portion of Assessor's Parcel Numbers 152-050-039 and 152-040-014 and \$21,822 to pay all related transaction costs; and
5. Allocate the sum of \$462 which includes contingencies for possible removal of three palm trees.

BACKGROUND:

The County of Riverside Transportation Department is proposing the installation of a traffic signal at the intersection of Cleveland Avenue and Citrus Street in the Norco area, to provide protected pedestrian flow and enhance public safety at this school crossing and controlled traffic intersection. The project will also include pavement widening and striping modification to add a left turn lane on Citrus Street.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Numbers 152-050-039 and 152-040-014 from William and Delores Van Leeuwen and the Altfilisch Construction Company for a combined purchase price of \$11,110. There are transaction costs of \$21,822 associated with these acquisitions.

The Altfilisch property includes three (3) palm trees located in the easement area that will be protected in place. However, in the event the trees are deemed necessary to be removed to complete the traffic signal project, staff recommends an additional \$462 in contingencies to compensate the owner for the three palm trees.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number's 152-050-039 and 152-040-014:

Acquisition:	\$ 11,110
Estimated Title and Escrow Charges:	\$ 922
Preliminary Title Reports	\$ 500
Appraisal Costs	\$ 12,000
Contingencies for possible removal of landscape items	\$ 462
EDA Real Property Costs:	\$ 8,400
Total Estimated Acquisition Costs:	\$ 33,394

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) 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 cost 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 09/10. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280 ✓	Interfund-Reimb for Service	\$ 12,500
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Increase Appropriations:

10000-7200400000-525400	Title Company Services ✓	\$ 500
10000-7200400000-524550	Appraisal Services ✓	\$ 12,000

Contract No. 09-08-004

Riverside Co. Transportation

PROJECT: Cleveland Avenue and Citrus
Street Traffic Signal Project

PARCEL(S): 0583-002A

APN: 152-050-039 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and WILLIAM A. VAN LEEUWEN AND DELORES M. VAN LEEUWEN, AS TRUSTEES OF THE WILLIAM A. and DELORES M. VAN LEEUWEN FAMILY TRUST DATED FEBRUARY 17, 1981 AS RESTATED DECEMBER 6, 1988 DBA: MID HILL DAIRY herein called "Grantor".

Grantor is the owner of certain real property consisting of approximately 15.78 acres of land located at the southeast quadrant of Cleveland Avenue and Citrus Street within the unincorporated area of Riverside County, California, identified by Assessor's Parcel Number 152-050-039, a portion of which is needed for all purposes necessary to facilitate and accomplish the construction and installation of a traffic signal.

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 152-050-039, referenced as Parcel 0583-002A and described on exhibits "A" and "B" attached hereto and made a part hereof in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Seven Thousand One Hundred Seventy Five (\$7,175) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

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

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

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

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

D. Install No out or something similar signage as shown on Exhibit "C" attached hereto and made a part hereof.

1 2. Grantor shall:

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

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

24 3. Any and all moneys payable under this contract, up to and including the
25 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded
March 26, 2004, as Instrument No. 04-465449, Official Records of Riverside County, shall,
upon demand, be made payable to the beneficiary entitled thereunder, said beneficiary to
provide a partial reconveyance as a portion of Assessor's Parcel Number 152-050-039. As
restated March 26, 2004, as Instrument No. 00-0465449.

Grantor hereby authorizes and directs the disbursement of funds which
are demanded under the terms of said Deed of Trust.

4. Any and all moneys payable under this contract, and not demanded by
the beneficiary under the first Deed of Trust herein above referred to, up to and including the
total amount of the unpaid principal and interest on the note secured by Deed of Trust
recorded 04-1028610, as Instrument No.04-1028610, and restated December 6, 1988,
Recorded August 3, 2007, as instrument No. 2007-0502286 of Official Records of Riverside
County, shall upon demand be made payable to the beneficiary entitled thereunder; said
beneficiary to provide a partial reconveyance as the portion of Assessor's Parcel Number 152-
050-039.

Grantor hereby authorizes and directs the disbursement of funds which
are demanded under the term of said Deed of Trust.

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

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

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

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

9. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. 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.

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[SIGNATAURES ON NEXT PAGE]

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

4 Dated: _____

GRANTOR:

5 William A. Van Leeuwen and Delores M. Van
6 Leeuwen, as Trustees of the Willaim A. and
7 Delores M. Van Leeuwen Family Trust Dated
8 February 17, 1981 as restated December 6, 1988
9 DBA: Mid Hill Dairy

10 By: 
11 William A. Van Leeuwen, Trustee

12 By: 
13 Delores M. Van Leeuwen, Trustee

ATTEST:

14 Kecia Harper-Ihem
15 Clerk of the Board

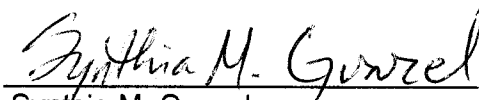
COUNTY OF RIVERSIDE

16 By: _____
17 Deputy

18 By: _____
19 Jeff Stone, Chairman
20 Board of Supervisors

APPROVED AS TO FORM:

21 Pamela J. Walls
22 County Counsel

23 By: 
24 Synthia M. Gunzel
25 Deputy County Counsel

LGH:jw
04/09/09
255TR
12.590

EXHIBIT "A"
LEGAL DESCRIPTION
CLEVELAND AVENUE
PARCEL NO. 0583-002A

BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP OF THE JURUPA RANCHO ON FILE IN MAP BOOK 9, PAGE 33, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA; DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLEVELAND AVENUE (50.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF CITRUS STREET (50.00 FOOT NORTHERLY HALF-WIDTH), ALSO BEING A POINT ON THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 36, AS SHOWN ON TRACT MAP NO. 29694 ON FILE IN MAP BOOK 369, PAGES 74 THROUGH 78 INCLUSIVE, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID NORTH-SOUTH CENTER SECTION LINE S 00°06'24" E, A DISTANCE OF 15.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CITRUS STREET (15.00 FOOT HALF-WIDTH) AS DESCRIBED IN EASEMENT RECORDED NOVEMBER 8, 2004, AS INSTRUMENT NUMBER 2004-0884902, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N 89°55'17" E, A DISTANCE OF 54.00 FEET;

THENCE S 33°01'11" W, A DISTANCE OF 54.90 FEET;

THENCE S 89°53'36" W, A DISTANCE OF 24.00 FEET TO SAID NORTH-SOUTH CENTER SECTION LINE;

THENCE ALONG SAID NORTH-SOUTH CENTER SECTION LINE N 00°06'24" W, A DISTANCE OF 46.00 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 1794 SQUARE FEET, 0.041 ACRES MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 7-24-2007



EXHIBIT "B"

SECTION 36

T.2S., R.7W., S.B.M.
COUNTY OF RIVERSIDE



C/L CLEVELAND AVENUE

MB 369/74-78

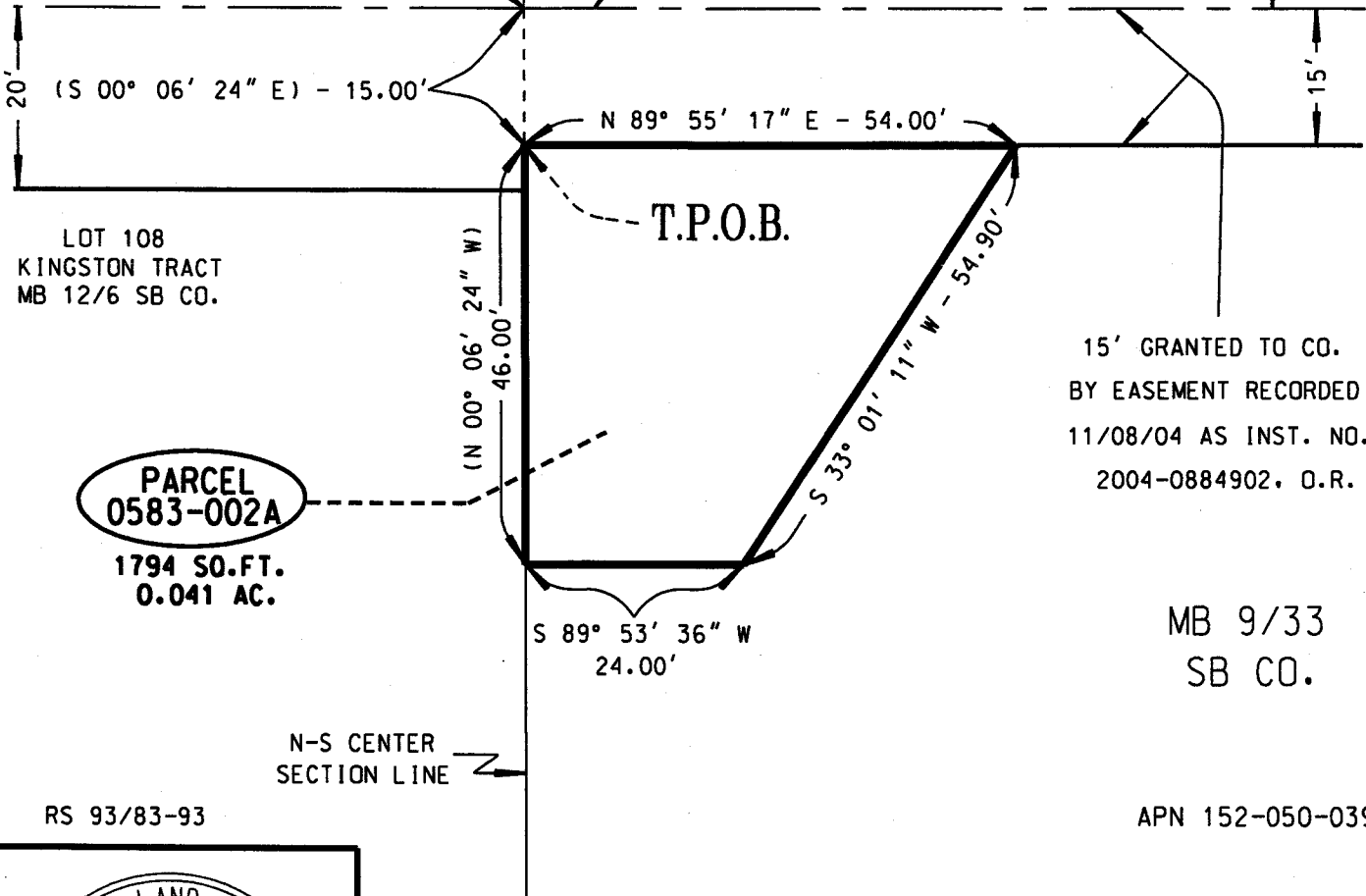
P.O.C.

C/L

CITRUS

STREET

(N 89° 55' 17" E)



LOT 108
KINGSTON TRACT
MB 12/6 SB CO.

**PARCEL
0583-002A**
1794 SQ.FT.
0.041 AC.

15' GRANTED TO CO.
BY EASEMENT RECORDED
11/08/04 AS INST. NO.
2004-0884902, O.R.

MB 9/33
SB CO.

N-S CENTER
SECTION LINE

RS 93/83-93

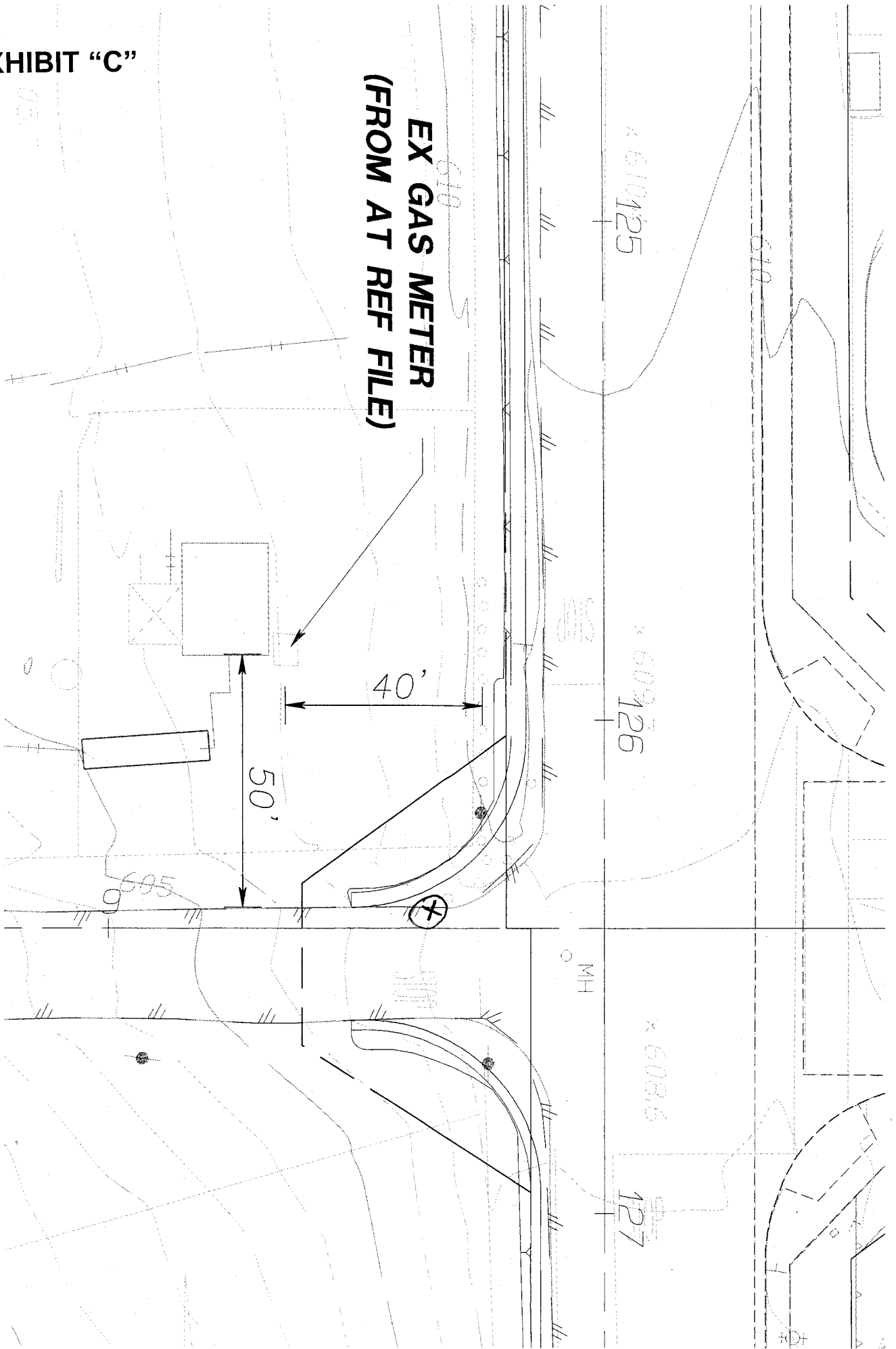
APN 152-050-039

()-INDICATES RECORD DATA PER MB 369/74-78



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO. : 0583-002A
PROJECT: CLEVELAND AVENUE	PREPARED BY: PH
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: JUNE, 2007
	W.O. NO. : B6-0583
APPROVED BY: <i>Edward D. Hunt</i> DATE: 7-24-2007	PAGE 1 OF 1

EXHIBIT "C"



Contract No. 09-08-004
Riverside Co. Transportation

PROJECT: Cleveland Avenue and
Citrus Street Traffic Signal
PARCEL(S): 0583-001A
APN: 152-040-014 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION, herein called "County", and ALTFILLISCH CONSTRUCTION COMPANY, a California corporation herein called "Grantor".

Grantor is the owner of certain real property consisting of approximately thirty (30) acres of land located at the southwest quadrant of Cleveland Avenue and Citrus Street within the unincorporated area of Riverside County, California, identified by Assessor's Parcel Number 152-040-014, a portion of which is needed for all purposes necessary to facilitate and accomplish the construction and installation of a traffic signal.

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 152-040-014, referenced as Parcel 0583-001A and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Three Thousand Nine Hundred Thirty Five Dollars (\$3,935) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

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

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

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

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

D. Install permanent fence in similar like kind to existing fence at County's sole cost as depicted on Exhibit "C" attached hereto and made a part hereof. The newly installed fence is to be painted black to match existing fence.

1 1. County shall remove and dispose of existing fence at its sole cost
2 as depicted in Exhibit "C" attached hereto and made a part hereof.

3 2. County shall match the existing gate to the newly installed fence as
4 depicted on Exhibit "D" attached hereto and made a part hereof.

5 E. Remove eleven (11) bollards at County's sole cost or install bollards in
6 similar or like kind as existing bollards to the back of new fencing at a similar spacing/distance
7 as existing bollards. Shown on Exhibit "E" attached hereto and made a part hereof.

8 F. Remove and cap existing irrigation line as shown on Exhibit "F" attached
9 hereto and made a part hereof. County shall return valve to owner's representative.

10 G. Reduce pavement widening and protect in place any palm trees located
11 in the area shown on Exhibit "G" attached hereto and made a part hereof.

12 1. County has acknowledged three palm trees described as 15-
13 gallon palm trees located in the easement area which will remain in place. County shall have
14 no further obligation or compensation to be paid to Seller for preserving said trees.

15 2. If trees are deemed necessary to be removed to complete the
16 planned improvement for the road widening project, County agrees to compensate for the loss
17 of the trees in an amount which reflects the total for purchasing, delivering and planting three
18 (3) 15-gallon palm trees at \$154.00 per tree for a total of \$ 462.00.

19 2. Grantor shall:

20 A. Be solely responsible for retaining its own contractor and directly
21 compensating that contractor for all costs, fees and/or expenses for any work that may need to
22 be done to plant new trees in the event that the three palm trees are removed as referenced in
23 Paragraph 1.G.2. County is not responsible to or for the Grantor's selected contractor,
24 including, but not limited to, any payments that may be due to this contractor.

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

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

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

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

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

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

7. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. 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.

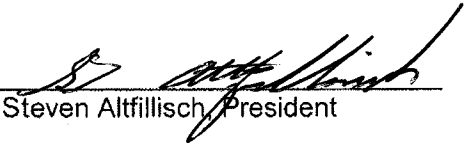
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1 8. Grantor, its assigns and successors in interest, shall be bound by all the terms
2 and conditions contained in this agreement, and all the parties thereto shall be jointly and
3 severally liable thereunder.

4 Dated: _____

GRANTOR:

5 Altfillisch Construction Company, a
6 California corporation

7 By: 
8 Steven Altfillisch, President

ATTEST:

9 Kecia Harper-Ihem
10 Clerk to the Board

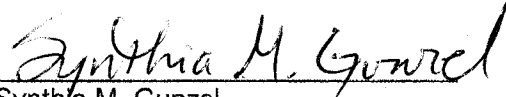
COUNTY OF RIVERSIDE

11 By: _____
12 Deputy

13 By: _____
14 Jeff Stone, Chairman
15 Board of Supervisors

APPROVED AS TO FORM:

16 Pamela J. Walls
17 County Counsel

18 By: 
19 Cynthia M. Gunzel
20 Deputy County Counsel

21 LGH:jw
22 06/24/09
23 255TR
24 12.586
25

EXHIBIT "A"
LEGAL DESCRIPTION
CLEVELAND AVENUE
PARCEL NO. 0583-001A

BEING A PORTION OF LOT 108 OF THE KINGSTON TRACT AS SHOWN BY MAP ON FILE IN MAP BOOK 12, PAGE 6, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LYING IN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 108, ALSO BEING THE INTERSECTION OF THE CENTERLINE OF CLEVELAND AVENUE (50.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF CITRUS STREET (50.00 FOOT NORTHERLY HALF-WIDTH), AND A POINT ON THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 36, AS SHOWN ON TRACT MAP NO. 29694 ON FILE IN MAP BOOK 369, PAGES 74 THROUGH 78 INCLUSIVE, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID NORTH-SOUTH CENTER SECTION LINE AND THE EAST LINE OF SAID LOT 108 S 00°06'24" E, A DISTANCE OF 20.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CITRUS STREET (20.00 FOOT HALF-WIDTH) AS SHOWN ON SAID MAP, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH-SOUTH CENTER SECTION LINE AND SAID EAST LINE OF LOT 108 S 00°06'24" E, A DISTANCE OF 41.00 FEET;

THENCE S 89°53'36" W, A DISTANCE OF 9.00 FEET;

THENCE N 36°17'14" W, A DISTANCE OF 50.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N 89°55'17" E, A DISTANCE OF 39.00 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 984 SQUARE FEET, 0.023 ACRES MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

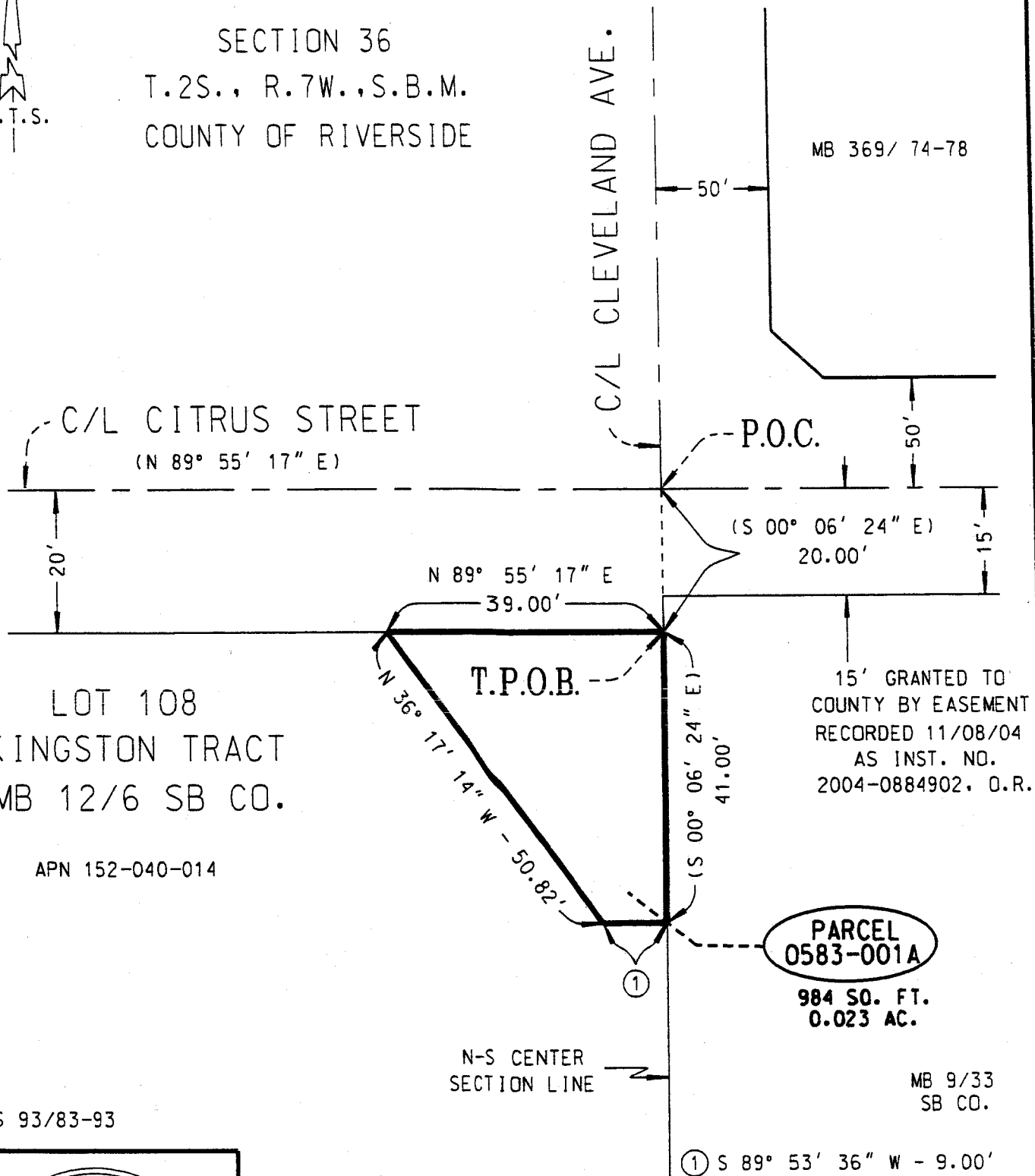
DATE: 7-24-2007



EXHIBIT "B"



SECTION 36
T.2S., R.7W., S.B.M.
COUNTY OF RIVERSIDE



LOT 108
KINGSTON TRACT
MB 12/6 SB CO.

APN 152-040-014

15' GRANTED TO
COUNTY BY EASEMENT
RECORDED 11/08/04
AS INST. NO.
2004-0884902, O.R.

**PARCEL
0583-001A**

984 SQ. FT.
0.023 AC.

N-S CENTER
SECTION LINE

MB 9/33
SB CO.

RS 93/83-93

() - INDICATES RECORD DATA PER MB 369/74-78



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0583-001A

PROJECT: CLEVELAND AVENUE

PREPARED BY: PH

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: JUNE, 2007

W.O. NO.: B6-0583

APPROVED BY: *Edward D. Hunt* DATE: 7-24-2007

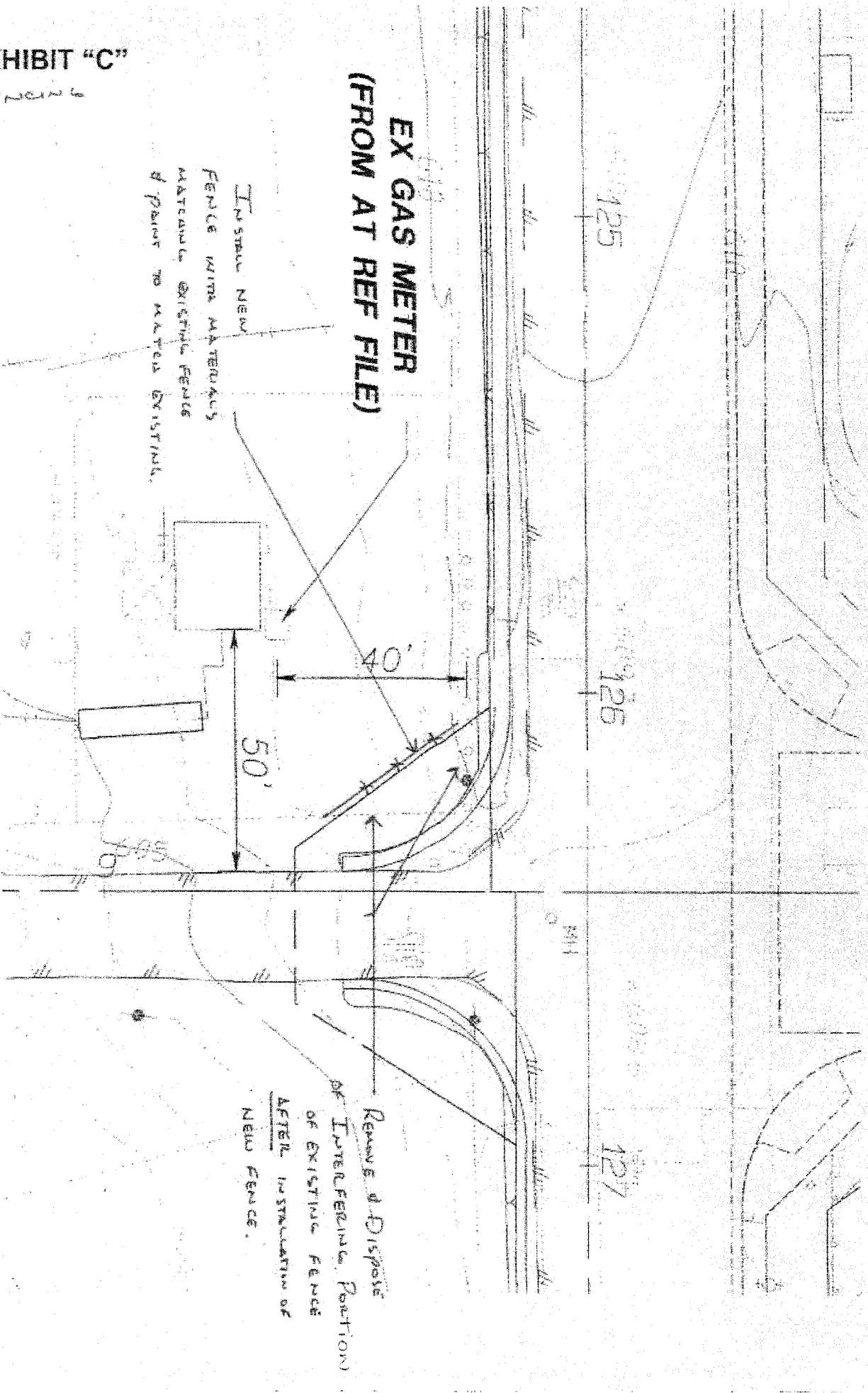
PAGE 1 OF 1

EXHIBIT "C"

FENCING

**EX GAS METER
(FROM AT REF FILE)**

INSTALL NEW
FENCE WITH MATERIALS
MATCHING EXISTING FENCE
& PAINT TO MATCH EXISTING.



REMOVE & DISPOSE
OF EXISTING FENCE
AFTER INSTALLATION OF
NEW FENCE.

EXHIBIT "D"

GATE RELOCATION

**EX GAS METER
(FROM AT REF FILE)**

Incorporate Gate
into New Fence

New Fence
per Exhibit C

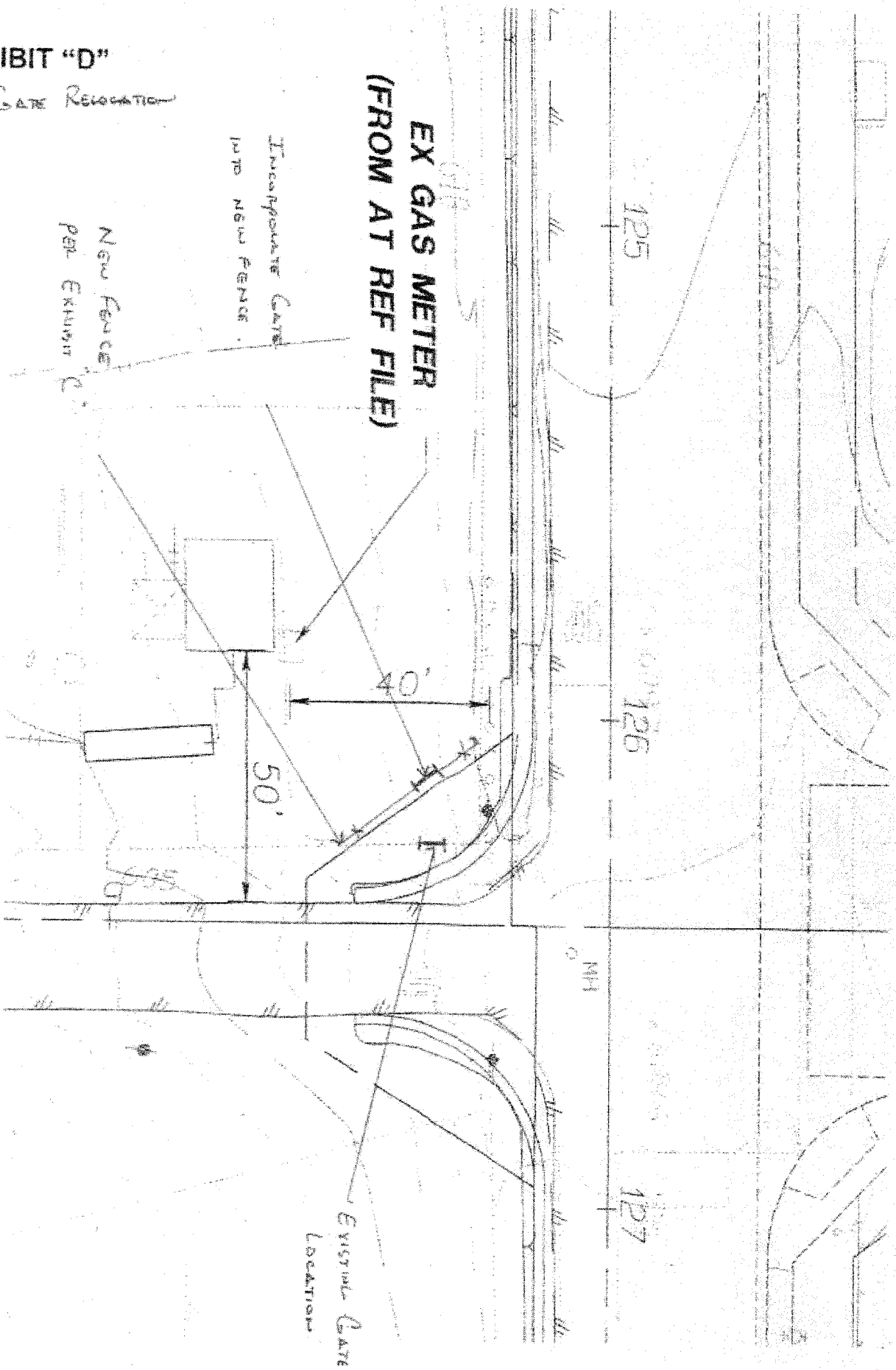


EXHIBIT "E"

RELOCATE BOLLARDS

EX GAS METER
(FROM AT REF FILE)

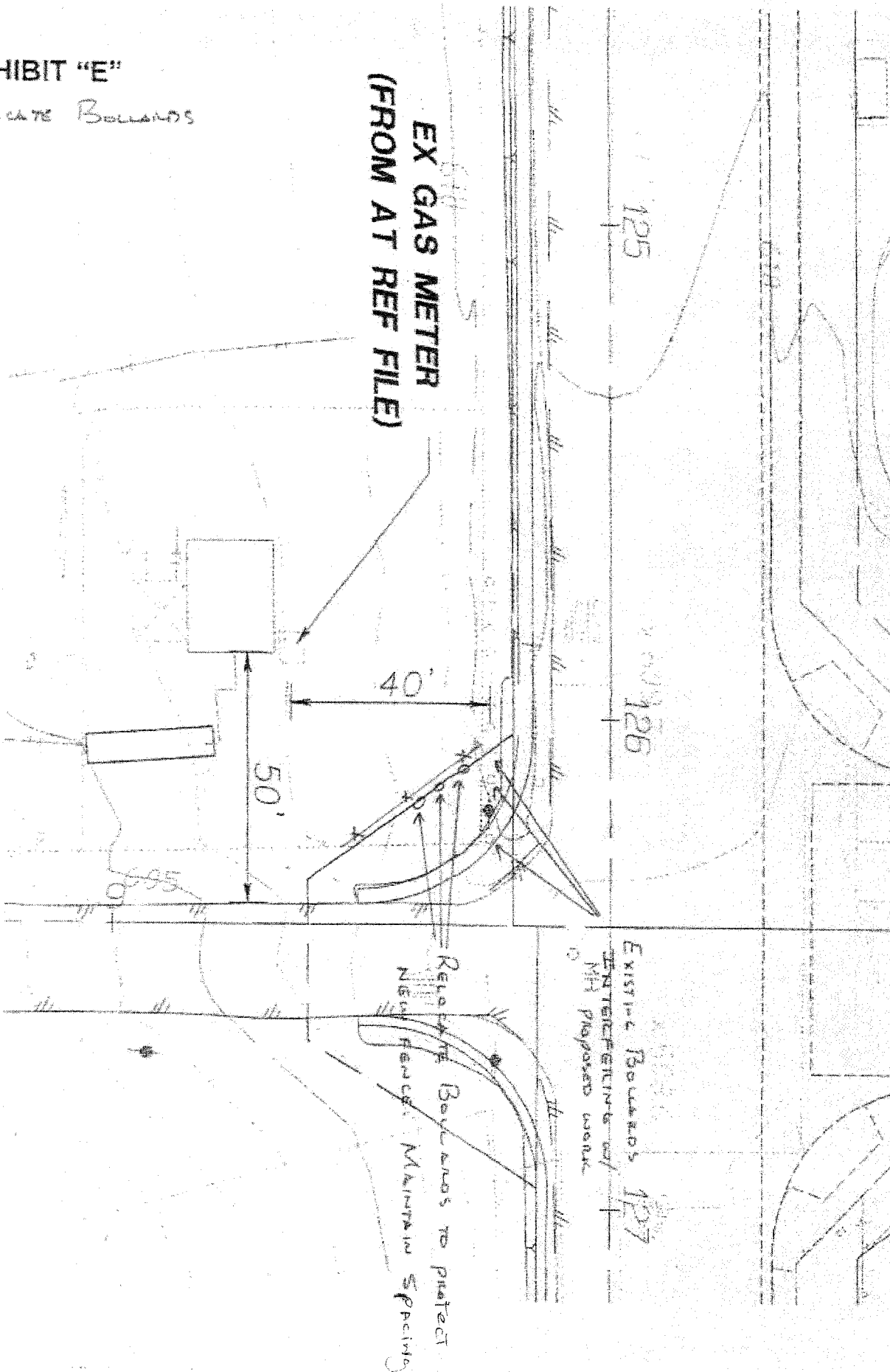


EXHIBIT "F"

EXISTING IRRIGATION LINE

**EX GAS METER
(FROM AT REF FILE)**

Cur & Remove Interfering
Irrigation Line & Dispose.
Cap Ends of Remaining Line.

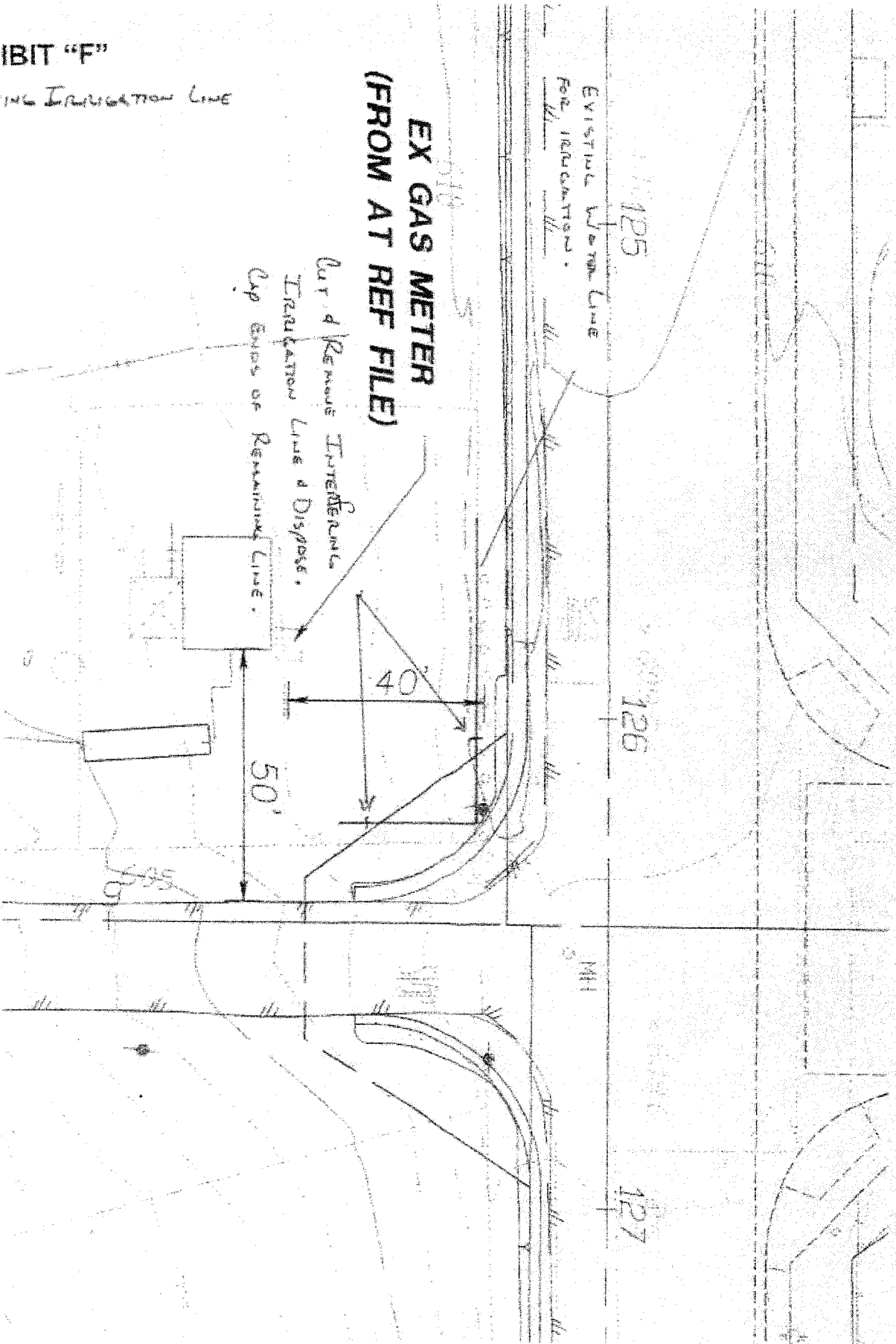
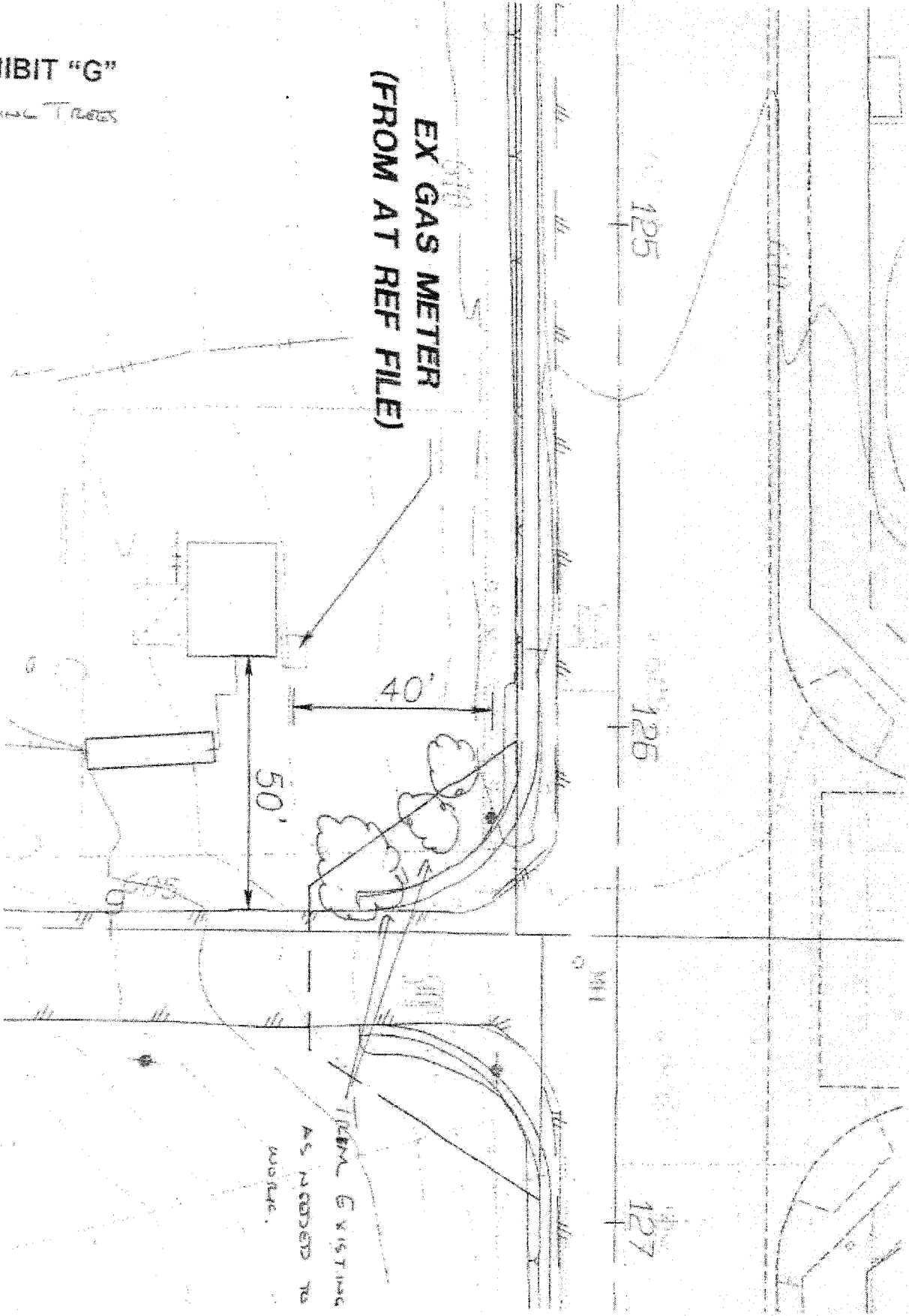


EXHIBIT "G"

EXISTING TREES



EX GAS METER
(FROM AT REF FILE)

ITEMS EXISTING
AS NOTED TO
DISTRICT