

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



127

FROM: Economic Development Agency

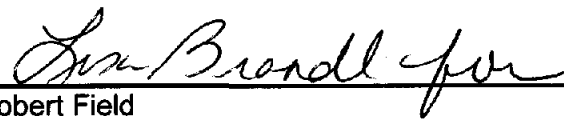
SUBMITTAL DATE:
July 29, 2010

SUBJECT: Subordination Agreement for River Canyon Apartments in Cathedral City

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Subordination Agreement between the County of Riverside and Coachella Valley Water District, a public agency;
2. Authorize the Chairman of the Board to sign the attached Subordination Agreement; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Subordination Agreement including, but not limited to, signing subsequent essential and relevant documents.

(Continued)




 Robert Field
 Assistant County Executive Officer/EDA
 By Lisa Brandl, Assistant Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 100% HOME Investment Partnerships Act Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY 

 Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: 
 MICHELLE CLACK
 DATE: 7/26/10
 Departmental Concurrence

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

Prev. Agn. Ref.: 3.21-6/8/10; 3.17-3/31/09; 3.11-10/23/08; 3.29-7/01/08

District: 4

Agenda Number:

3.23

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

On March 31, 2009, the Board of Supervisors (Board) approved a Loan Agreement for the use of HOME funds with Cathedral Family Housing Partners, L.P., a California limited partnership (OWNER) whose Managing General Partner is Southern California Housing Development Corporation of The Inland Empire, for the development and construction of a 60-unit multi-family apartment complex (Project). The Agreement called for a loan of \$750,000 with a 1% interest payable in 55 years.

Subsequent to that, a First Amendment to the Loan Agreement was approved and executed by the Board on June 8, 2010. The First Amendment to the Loan Agreement called for an additional \$500,000 in HOME funds to help cover Project cost increases that the Project was experiencing at that time.

The Coachella Valley Water District (CVWD) has requested that the County HOME Loan and the First Amendment to the Loan Agreement be subordinate to the Grant Easement/Pipeline(s) (Easement) document that CVWD is recording on the Project site in connection with the installation of a domestic water pipeline for the Project. The Easement grants CVWD nonexclusive easement and right-of-way to install, construct, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve, and relocate the underground pipeline, which CVWD installs for the Project at any given time.

County Counsel has reviewed and approved to form the attached Subordination Agreements. Staff recommends that the Board approve the attached documents.

No Recording Fees
Required Per
Government Code:
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT
Post Office Box 1058
Coachella, California 92236

APN: 673-140-010 through 013, inclusive, and 673-140-017

SUBORDINATION AGREEMENT

NOTICE:

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INTEREST.

THIS AGREEMENT ("Agreement"), is made this ___ day of _____, 2010 by and between COACHELLA VALLEY WATER DISTRICT, a public agency ("CVWD") and the COUNTY OF RIVERSIDE, a public agency, organized and existing under the laws of the State of California ("Subordinating Party").

RECITALS:

A. Cathedral Family Housing Partners, L.P., a California limited partnership is the owner of certain real property located in Riverside, California, and legally described on Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. CVWD is the Grantee under that certain Grant of Easement/Pipeline(s) providing CVWD a perpetual, nonexclusive easement and right-of-way to install, construct, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve and relocate underground pipeline(s) over, under, along and across the Property ("Document"). A copy of the Document is attached hereto as Exhibit "B" and by this reference incorporated herein.

C. Subordinating Party and Cathedral Family Housing Partners, L.P., are parties to that certain document entitled "Loan Agreement for the Use of HOME Funds" dated March 31, 2009 and a Promissory Note evidencing the loan by the Subordinating Party of Seven Hundred

Fifty Thousand Dollars (\$750,000) (Loan No. HM4-08-001) in satisfaction of the executory provisions of said Loan Agreement, which Promissory Note is secured by that certain Deed of Trust with Assignment of Rents dated March 31, 2009 and recorded April 29, 2010 as Instrument No. 2010-0196443, Official Records of Riverside County, California; an agreement to modify the terms and provisions of said Deed of Trust, in the form of the Deed of Trust With Assignment of Rents attached as an exhibit to the First Amendment to Loan Agreement for the Use of HOME Funds, Promissory Note and Deed of Trust With Assignment of Rents dated February 9, 2010 and executed by the Subordinating Party and Cathedral Family Housing Partners, L.P. was executed by the parties thereto, and that certain Deed of Trust With Assignment of Rents was subsequently recorded on March 31, 2010 as Instrument No. 2010-0145281, Official Records of Riverside County, California (the Deeds of Trust With Assignment of Rents as modified and amended by the Deed of Trust With Assignment of Rents executed in compliance with executory provisions of the First Amendment to Loan Agreement are referred to herein collectively as the "Subordinating Document").

D. Subordinating Party is desirous of executing this Agreement.

E. Subordinating Party is willing that the Document shall, when recorded, constitute a charge upon the Real Property, which is unconditionally prior and superior to the Subordinating Document.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS ACCRUING TO THE PARTIES HERETO AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH CONSIDERATION IS HEREBY ACKNOWLEDGED, IT IS HEREBY DECLARED AND UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Document shall unconditionally be and remain at all times a charge on the Property, prior and superior to the lien of the Subordinating Document.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Subordinating Document to the lien or charge of the Document and shall supersede and cancel, but only insofar as would affect the priority between the Document and Subordinating Document, any prior agreements as to such subordination.

3. Subordinating Party declares, agrees and acknowledges that it intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Subordinating Document to the Document.

4. This Agreement may be executed in counterpart but shall be without force or effect unless and until all parties hereto have executed this Agreement, or a counterpart.

COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California

By: _____

Name: _____

Its: _____

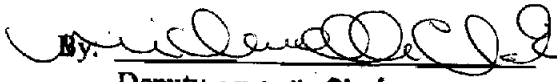
SUBORDINATING PARTY:

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Directors

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By:  7/26/10
Deputy Michelle Clack

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of _____)

On _____, 2010, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____ Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subordination Agreement
Document Dated _____, 2010 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____ Right Thumbprint of Signer

- Individual
- Corporate Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustees
- Guardian or Conservator

Other:
Signer is Representing: _____

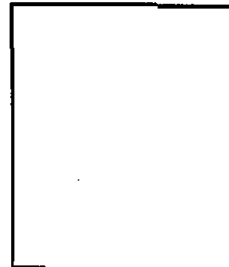


EXHIBIT "A"
[Legal Description]

EXHIBIT A

LM 09-456
SECTION 27, T. 4 S., R. 5 E., S.B.M.

LOT A

THAT PORTION OF THE NORTH HALF OF LOT 26 OF PLUMBLEY AND SON SUBDIVISION, RECORDED IN BOOK 10, PAGE 94 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 26, AS SHOWN ON MAP ON FILE IN BOOK 132, PAGE 77, OF RECORDS OF SURVEY, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG THE EAST LINE OF SAID LOT 26, ALSO BEING THE CENTERLINE OF VAQUERO ROAD, SOUTH 00°22'51" WEST, 330.09 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 26;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 26, SOUTH 89°48'44" WEST, 660.06 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 26;

THENCE ALONG THE WEST LINE OF THE NORTH HALF OF SAID LOT 26, ALSO BEING THE CENTERLINE OF CORREGIDOR DRIVE, NORTH 00°22'06" EAST, 330.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 26;

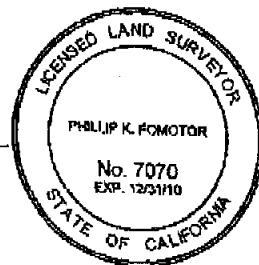
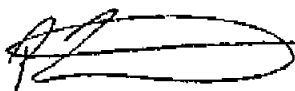
THENCE ALONG THE NORTH LINE OF SAID LOT 26, NORTH 89°48'28" EAST, 660.14 FEET TO THE POINT OF BEGINNING.

SAID ABOVE DESCRIBED LOT CONTAINS 217,865.98 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DOCUMENT WAS PREPARED BY
ME OR UNDER MY DIRECTION,
BASED ON RECORD INFORMATION.



PHILLIP K. FOMOTOR, P.L.S.
EXP. 12/31/10

EXHIBIT "B"
[Grant of Pipeline(s)]

No Recording Fees
Required Per
Government Code
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT
Post Office Box 1058
Coachella, California 92236

(Space above this line is for Recorders use)

APN:

GRANT OF EASEMENT/PIPELINE(S)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Cathedral
Family Housing Partners, L.P. a California Limited Partnership
("Grantor") does hereby grant to COACHELLA VALLEY WATER DISTRICT, a public agency of the State of
California ("Grantee"), and its successors and assigns, a perpetual, nonexclusive easement and right-of-way to
install, construct, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve and
relocate underground pipeline(s), which pipeline(s) may be installed at different times, and over a period of time,
and necessary devices and appurtenances thereto in, on, over, under, along and across that certain real property in
the County of Riverside, State of California, described in Exhibit "A" and depicted in Exhibit "B" attached
hereto and by reference made a part hereof.

The foregoing easement includes the reasonable right of access to and from said easement for the purpose of
exercising the rights granted herein.

Said pipeline(s) and every part thereof shall, where it crosses Grantor's land, be confined to lands
hereinabove-described, and shall be constructed by Grantee with sufficient ground cover (i.e., distance between
ground surface and top of such pipeline(s)) as shown on the construction plans for such pipeline(s).
Notwithstanding the foregoing, the ground cover shall not be changed by any party other than Grantee. Fixtures
and appurtenances used or useful in the operation of said pipeline(s) may be constructed any distance either
below or above the ground surface.

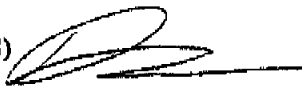
The Grant of Easement herein contained shall include the right to enter said premises, to survey, construct,
reconstruct, lay, relay, maintain, operate, control, use and remove said pipeline(s), fixtures, appurtenances, and to
remove objects interfering with the construction, operation and maintenance thereof.

The Grantor reserves the right to cultivate, occupy and use said premises for any purpose not inconsistent with
the rights and privileges above granted and which will not interfere with or endanger said pipeline(s), fixtures
and appurtenances or the use thereof. The Grantee shall use due care in the construction, operation and
maintenance of said pipeline(s), fixtures and appurtenances.

Date 5/19/10

Date _____

GRANTOR(S)


By Richard J. Whittingham, CFO of Southern
California Housing Development Corporation of the
Inland Empire, General Partner of Cathedral Family
Housing Partners, L.P., a California Limited Partnership

9005 Haven Avenue, Suite 100
(mailing address)
Rancho Cucamonga CA 91730
(city) (state) (zip code)

Doc. No. _____

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Bernardino) ss.

On May 19, 2010 Date, before me, Hilda Hernandez, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard J. Whittingham
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Hilda Hernandez
Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement / Pipeline

Document Dated 5/19/10

Signer(s) Other Than Named Above: _____ Number of Pages: 1

Capacity(ies) Claimed by Signer

Signer's Name: _____

Right Thumbprint of Signer

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Co-Trustee
- Guardian or Conservator

Other: _____

Signer is Representing: _____

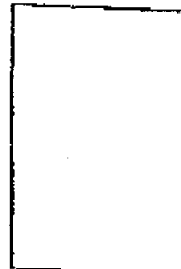


EXHIBIT A

EASEMENT FOR DOMESTIC WATER PIPELINE(S) NW 1/4 OF SECTION 27, T. 4 S., R. 5 E., S.B.M.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, PER GRANT DEED RECORDED MARCH 5, 2010, AS INSTRUMENT NO. 2010-0101056, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF TRACT NO. 13743, FILED IN BOOK 114, PAGES 12 AND 13 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A POINT IN THE SOUTH LINE OF LOT A OF CERTIFICATE OF COMPLIANCE LOT MERGER 2009-456, RECORDED MARCH 5, 2010 AS INSTRUMENT NO. 2010-0101055, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG THE SOUTH LINE OF SAID LOT A OF CERTIFICATE OF COMPLIANCE LOT MERGER NO. 2009-456, NORTH 89°48' 44" EAST, 13.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°23'54" EAST, 1.00 FOOT;

THENCE PARALLEL WITH AND 1.00 FOOT NORTH OF THE SOUTH LINE OF SAID LOT A, SOUTH 89°48'44" WEST, 151.62 FEET;

THENCE NORTH 45°11'16" WEST, 15.39 FEET;

THENCE NORTH 00°11'16" WEST, 99.55 FEET;

THENCE SOUTH 89°48'44" WEST, 10.97 FEET;

THENCE NORTH 00°11'16" WEST, 10.00 FEET;

THENCE NORTH 89°48'44" EAST, 10.97 FEET;

THENCE NORTH 00°11'16" WEST, 84.07 FEET;

THENCE SOUTH 89°48'44" WEST, 11.14 FEET;

THENCE NORTH 00°11'16" WEST, 10.00 FEET;

THENCE NORTH 89°48'44" EAST, 11.14 FEET;

THENCE NORTH 00°11'16" WEST, 91.05 FEET;

THENCE NORTH 44°48'44" EAST, 30.33 FEET;

THENCE NORTH 89°48'44" EAST, 144.41 FEET;

THENCE NORTH 00°04'52" EAST, 2.05 FEET TO THE NORTH LINE OF AFOREMENTIONED LOT A;

THENCE ALONG SAID NORTH LINE, NORTH 89°48'28" EAST, 20.00 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°04'52" WEST, 2.05 FEET;

THENCE NORTH 89°48'44" EAST, 169.57 FEET;

THENCE SOUTH 00°11'16" EAST, 315.14 FEET;

THENCE SOUTH 44°48'44" WEST, 16.77 FEET;

THENCE PARALLEL WITH AND 1.00 FOOT NORTH OF THE SOUTH LINE OF AFOREMENTIONED LOT A, SOUTH 89°48'44" WEST, 161.06 FEET;

THENCE SOUTH 00°23'54" WEST, 1.00 FOOT TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°48'44" WEST, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, PER GRANT DEED RECORDED MARCH 5, 2010, AS INSTRUMENT NO. 2010-0101056, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF TRACT NO. 13743, FILED IN BOOK 114, PAGES 12 AND 13, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A POINT IN THE SOUTH LINE OF LOT A OF CERTIFICATE OF COMPLIANCE LOT MERGER 2009-456, RECORDED MARCH 5, 2010 AS INSTRUMENT NO. 2010-0101055, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 1, NORTH 00°22'29" EAST, 21.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH AND 21.00 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED LOT A, SOUTH 89°48'44" WEST, 11.87 FEET;

THENCE NORTH 00°11'16" WEST, 16.52 FEET;

THENCE SOUTH 89°48'44" WEST, 10.00 FEET;

THENCE SOUTH 00°11'16" EAST, 16.52 FEET;

THENCE PARALLEL WITH AND 21.00 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED LOT A, SOUTH 89°48'44" WEST, 79.03 FEET;

THENCE NORTH 00°11'16" WEST, 16.97 FEET;

THENCE SOUTH 89°48'44" WEST, 10.00 FEET;

THENCE SOUTH 00°11'16" EAST, 16.97 FEET;

THENCE SOUTH 89°48'44" WEST, 17.85 FEET;

THENCE NORTH 00°11'16" WEST, 20.00 FEET;

THENCE NORTH 89°48'44" EAST, 12.76 FEET;

THENCE NORTH 00°11'16" WEST, 10.00 FEET;

THENCE SOUTH 89°48'44" WEST, 12.76 FEET;

THENCE NORTH 00°11'16" WEST, 115.51 FEET;
THENCE NORTH 89°48'44" EAST, 13.50 FEET;
THENCE NORTH 00°11'16" WEST, 10.00 FEET;
THENCE SOUTH 89°48'44" WEST, 13.50 FEET;
THENCE NORTH 00°11'16" WEST, 102.49 FEET;
THENCE NORTH 89°48'44" EAST, 27.60 FEET;
THENCE NORTH 00°11'16" WEST, 29.00 FEET;
THENCE NORTH 89°48'44" EAST, 78.25 FEET;
THENCE SOUTH 00°11'16" EAST, 16.45 FEET;
THENCE NORTH 89°48'44" EAST, 12.00 FEET;
THENCE NORTH 00°11'16" WEST, 16.45 FEET;
THENCE NORTH 89°48'44" EAST, 68.64 FEET;
THENCE SOUTH 00°11'16" EAST, 14.00 FEET;
THENCE NORTH 89°48'44" EAST, 10.00 FEET;
THENCE NORTH 00°11'16" WEST, 14.00 FEET;
THENCE NORTH 89°48'44" EAST, 98.61 FEET;
THENCE SOUTH 00°11'16" EAST, 29.10 FEET;
THENCE NORTH 89°48'44" EAST, 20.33 FEET;
THENCE SOUTH 00°11'16" EAST, 227.40 FEET;
THENCE SOUTH 89°48'44" WEST, 8.51 FEET;
THENCE SOUTH 00°11'16" EAST, 16.03 FEET;
THENCE NORTH 89°48'44" EAST, 8.51 FEET;
THENCE SOUTH 00°11'16" EAST, 14.48 FEET;
THENCE SOUTH 89°48'44" WEST, 10.83 FEET;
THENCE NORTH 00°11'16" WEST, 18.94 FEET;
THENCE SOUTH 89°48'44" WEST, 10.00 FEET;
THENCE SOUTH 00°11'16" EAST, 18.94 FEET;

THENCE PARALLEL WITH AND 21.00 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED LOT A, SOUTH 89°48'44" WEST, 98.09 FEET;

THENCE NORTH 00°11'16" WEST, 15.00 FEET;

THENCE SOUTH 89°48'44" WEST, 10.00 FEET;

THENCE SOUTH 00°11'16" EAST, 15.00 FEET;

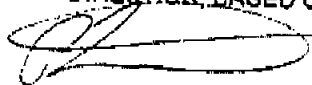
THENCE PARALLEL WITH AND 21.00 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED LOT A, SOUTH 89°48'44" WEST, 57.77 FEET TO THE TRUE POINT OF BEGINNING.

SAID AREA CONTAINS 0.85 ACRES, MORE OR LESS.

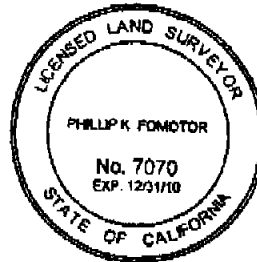
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECTION, BASED ON RECORD INFORMATION.



PHILLIP K. FOMOTOR, P.L.S. NO. 7070
EXP. 12/31/10



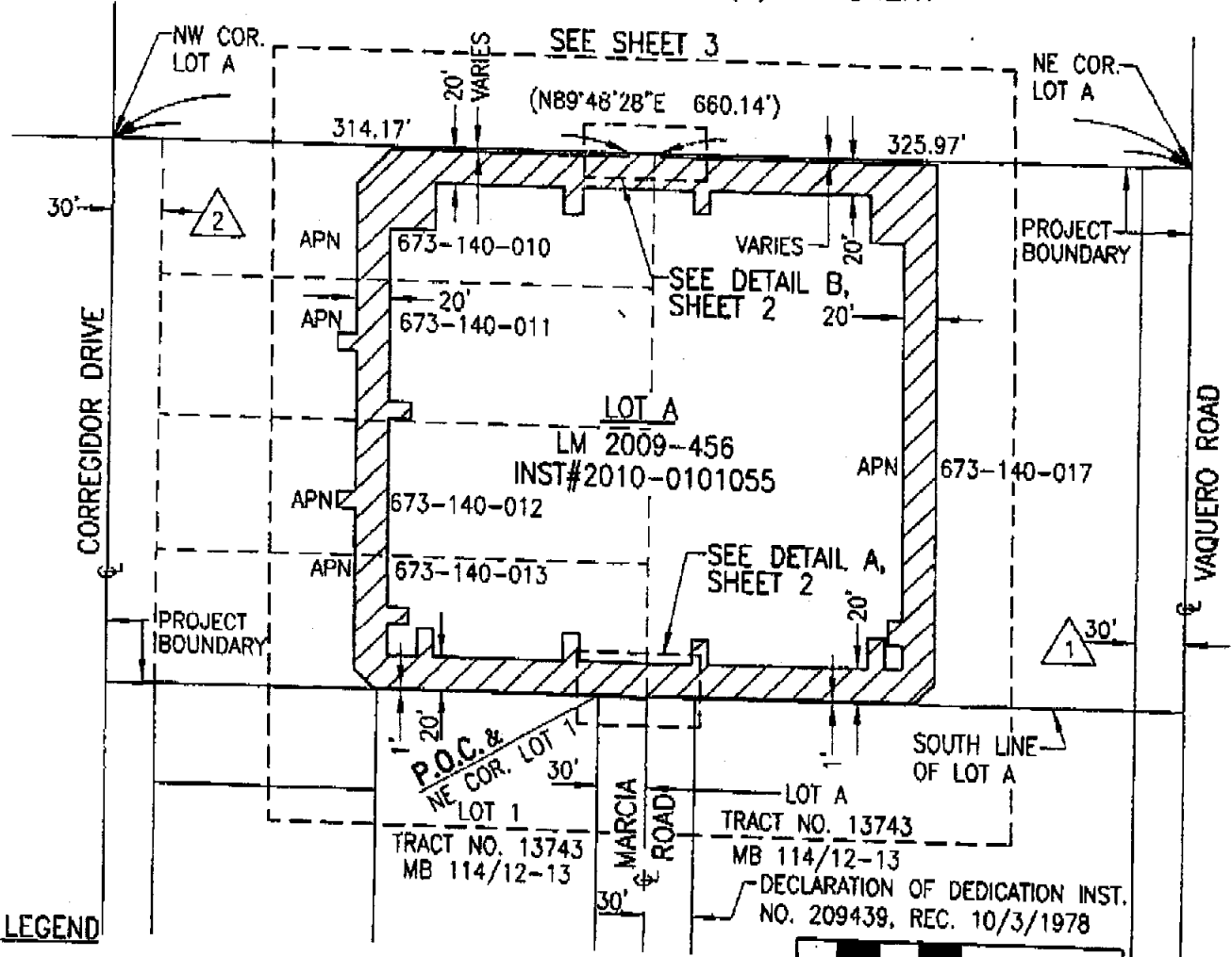


NORTH

EXHIBIT "B"

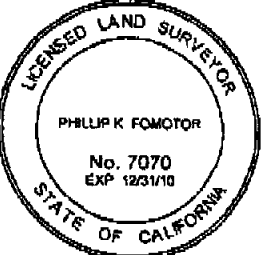
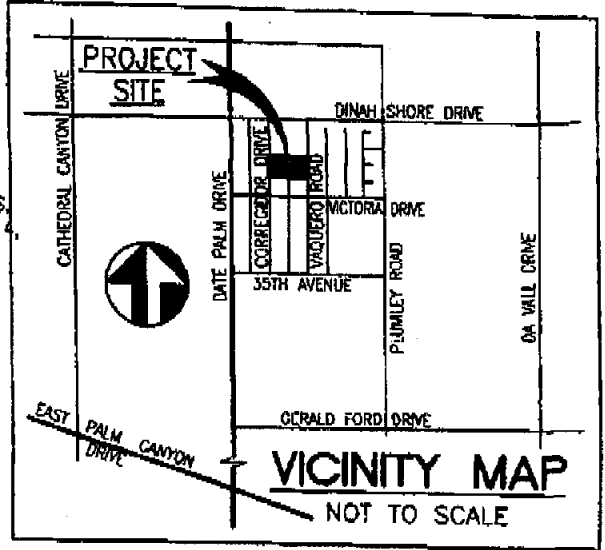
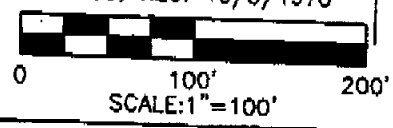
SHEET 1 OF 4 SHEETS

NW. 1/4 OF SECTION 27, T.4S., R.5E., S.B.M. DOMESTIC WATER PIPELINE(S) EASEMENT



LEGEND

- EXISTING LOT LINE
- EXISTING CENTERLINE
- PROPOSED DOMESTIC WATER PIPELINE(S) EASEMENT
- () INDICATES EXISTING DATA PER DEED REC. 3/5/2010, AS INST. #2010-0101056, O.R.
- EASEMENT FOR ROAD PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED NOVEMBER 27, 1957, IN BOOK 2184, PAGE 338, OF OFFICIAL RECORDS.
- EASEMENT FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF CATHEDRAL CITY, RECORDED OCTOBER 14, 1983, AS INSTRUMENT NO. 213404; AND RE-RECORDED JUNE 26, 1985, AS INSTRUMENT NO. 138524; BOTH OF OFFICIAL RECORDS.



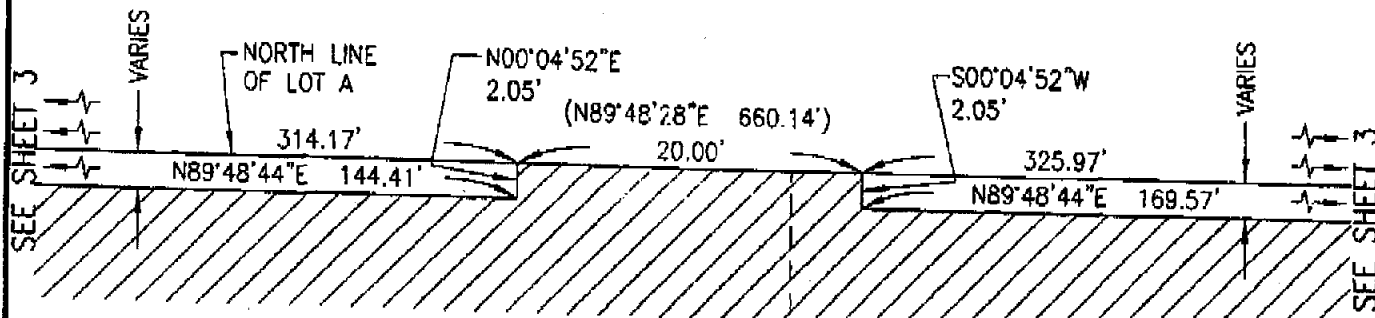
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PHILLIP K. FOMOTOR, P.L.S.
EXP. 12/31/10

EXHIBIT "B"

SHEET 2 OF 4 SHEETS

NW. 1/4 OF SECTION 27, T.4S., R.5E., S.B.M.
DOMESTIC WATER PIPELINE(S) EASEMENT

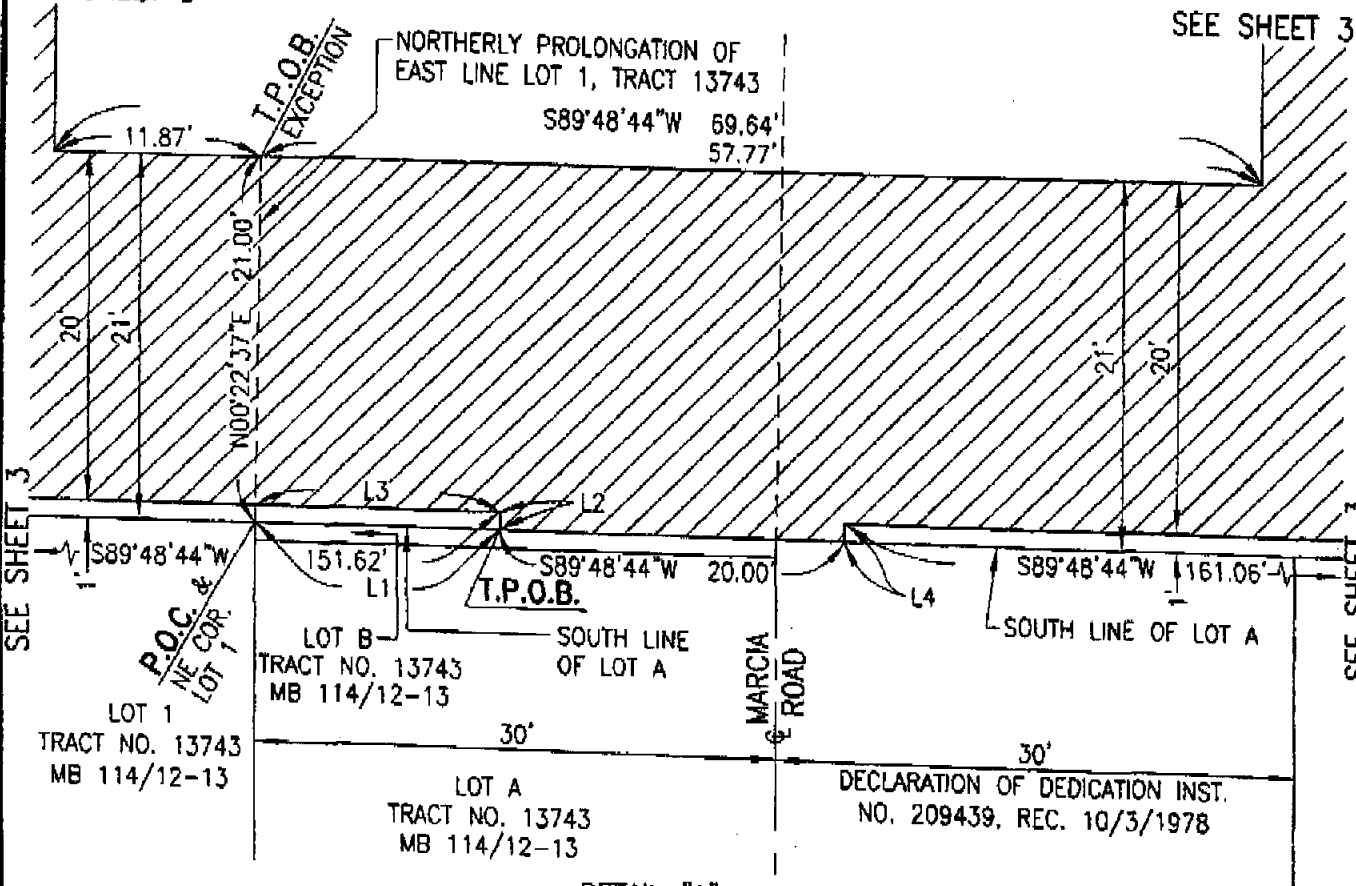


DETAIL "B"
SCALE: 1"=10'

NORTH
SCALE 1"=10'

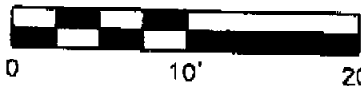
SEE SHEET 3

SEE SHEET 3

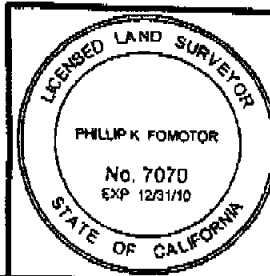


DETAIL "A"
SCALE: 1"=10'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°48'44"E	13.96'
L2	N00°23'54"E	1.00'
L3	S89°48'44"W	13.96'
L4	S00°23'54"W	1.00'



SCALE: 1"=10'



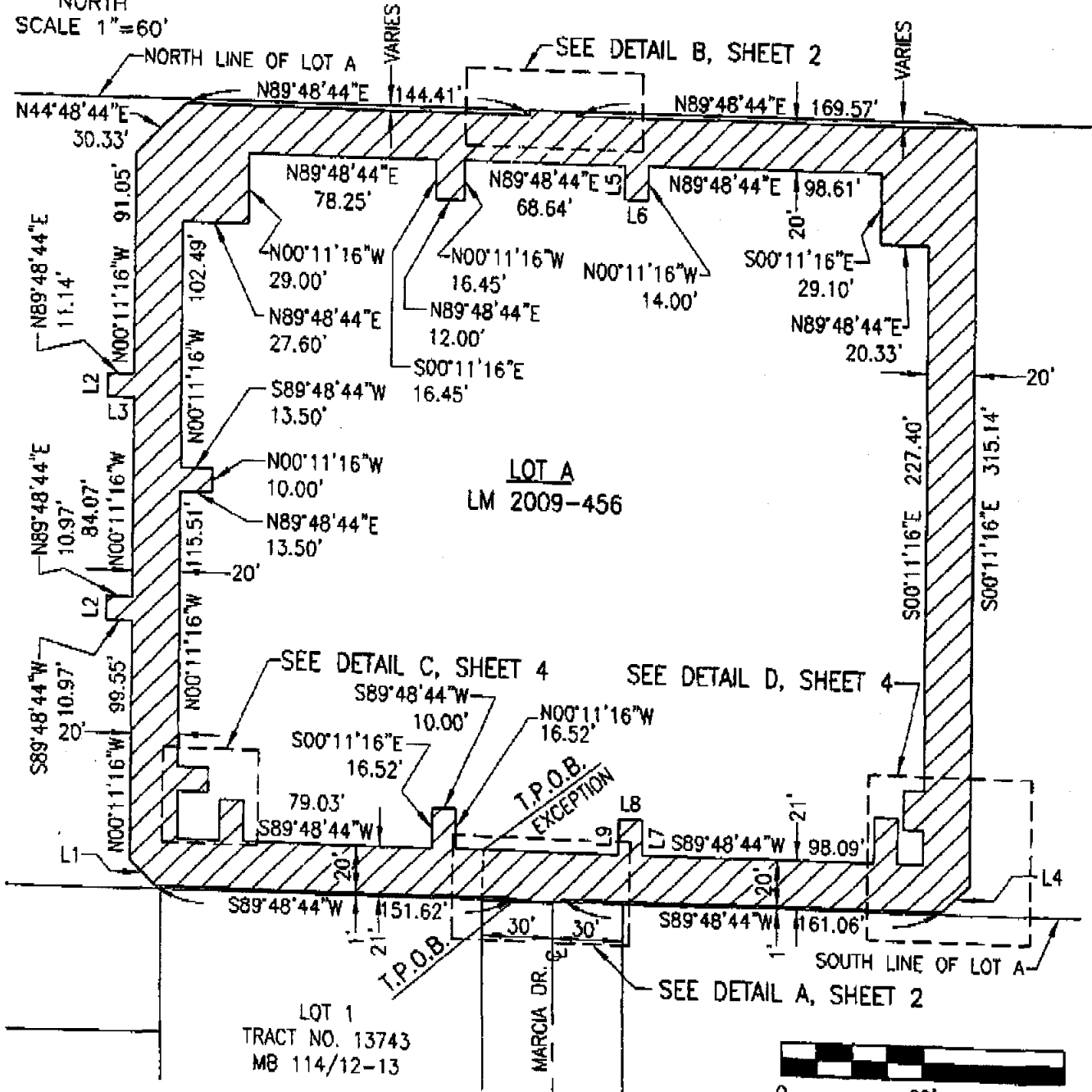
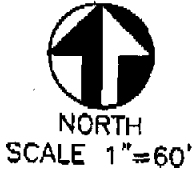
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EXP. 12/31/10

EXHIBIT "B"

SHEET 3 OF 4 SHEETS

NW. 1/4 OF SECTION 27, T.4S., R.5E., S.B.M.
DOMESTIC WATER PIPELINE(S) EASEMENT



LINE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N44°48'44"E	30.33'	L6	N89°48'44"E	10.00'
L2	N00°11'16"W	10.00'	L7	N00°11'16"W	15.00'
L3	S89°48'44"W	11.14'	L8	S89°48'44"W	10.00'
L4	S44°48'44"W	16.77'	L9	S00°11'16"E	15.00'
L5	S00°11'16"E	14.00'			

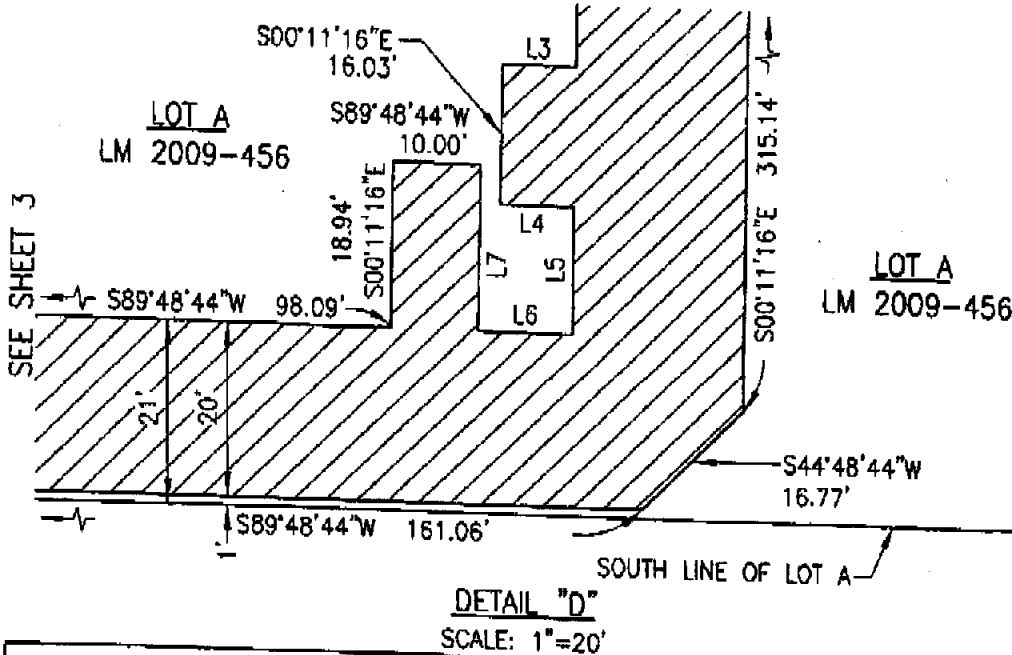
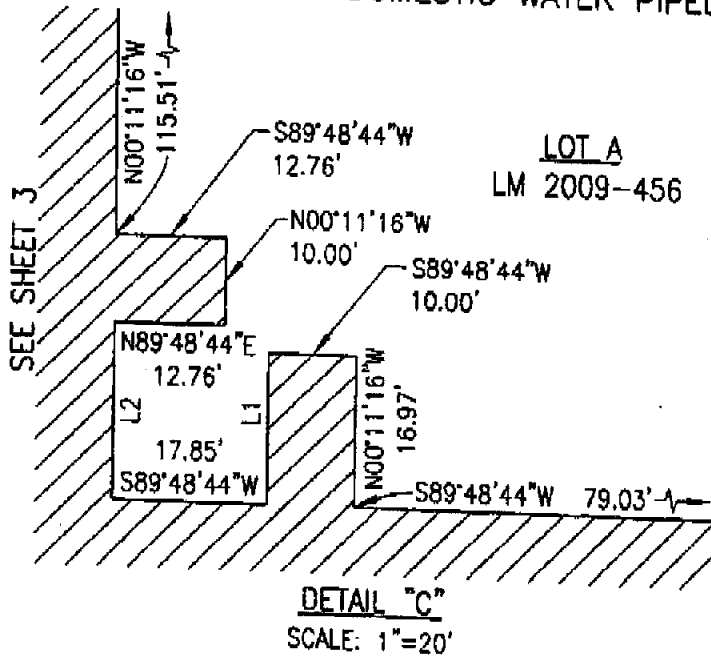
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EXP. 12/31/10

EXHIBIT "B"

SHEET 4 OF 4 SHEETS

NW. 1/4 OF SECTION 27, T.4S., R.5E., S.B.M.
DOMESTIC WATER PIPELINE(S) EASEMENT



LINE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S00°11'16"E	16.97'	L5	S00°11'16"E	14.48'
L2	N00°11'16"W	20.00'	L6	S89°48'44"W	10.83'
L3	S89°48'44"W	8.51'	L7	N00°11'16"W	18.94'
L4	N89°48'44"E	8.51'			

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PHILLIP K. FOMOTOR, P.L.S.
EXP. 12/31/10

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EXP. 12/31/10

STATE OF CALIFORNIA
LICENSED LAND SURVEYOR
PHILLIP K. FOMOTOR
No. 7070
EXP. 12/31/10