

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



502B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 27, 2015

SUBJECT: Adopt Resolution No. F2015-34, Authorization to Purchase Permanent Easement Interests in Real Property located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Numbers 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012; CEQA finding of Nothing Further is Required – University Wash Channel Storm Drain, Stage 3 Project; District Funds 100% [\$145,200] District 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the purchase of the permanent easement interests in real property will not have a significant effect on the environment and nothing further is required because these acquisitions were adequately analyzed in an earlier Mitigated Negative Declaration adopted by the Board on July 1, 2014, Agenda No. 11-2 for the University Wash Channel Storm Drain, Stage 3 Project.

Continued on Page 2

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P8\172299

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 145,200	\$ 0	\$ 145,200	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 145,200	\$ 0	\$ 145,200	\$ 0	
SOURCE OF FUNDS: 540040-25110-947400 Land – Zone 1 Const. – Maint. – Misc.				Budget Adjustment: Yes	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 11-2; 07/01/14 | **District:** 1st | **Agenda Number:**

11-2

FISCAL PROCEDURES APPROVED
 JEANINE J. REY, FINANCE DIRECTOR
 BY: 10/15/15
 JEANINE J. REY
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: 10/14/15
 GREGORY P. PRIAMOS
 DATE

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Adopt Resolution No. F2015-34 Authorization to Purchase Permanent Easement Interests in Real Property located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Numbers 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012; CEQA finding of Nothing Further is Required – University Wash Channel Storm Drain, Stage 3 Project; District Funds 100% [\$145,200] District 1

DATE: October 27, 2015

PAGE: Page 2 of 3

2. Adopt Resolution No. F2015-34, Authorization to Purchase Permanent Easement Interests in Real Property located in the City of Riverside, State of California, Assessor's Parcel Number 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012, also referred to as RCFC Parcel Nos. 1120-17, 1120-18, 1120-19, 1120-20, 1120-21, 1120-22 and 1120-23, for the University Wash Channel Storm Drain, Stage 3 Project.
3. Approve the Agreement for Purchase and Sale of Real Property between the District and Bauman Auto Wrecking Properties and authorize the Chairman of the Board to execute the same on behalf of the District.
4. Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction.
5. Authorize the General Manager-Chief Engineer, or his designee, to execute any other related documents and administer all actions necessary to complete this transaction.
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

BACKGROUND:

Summary (continued)

The proposed University Wash Channel, Stage 3 Project consists of the construction and maintenance of approximately 2,500 linear feet of 90-inch reinforced concrete pipe underground storm drain and associated catch basins, access manholes, street repaving and grading of approximately two (2) acres. Once constructed, the proposed Project would provide 10-year flood protection to the adjacent area. Once combined with future master planned improvements upstream, the storm drain improvements will provide 100-year flood protection to adjacent properties and public right-of-way.

A Purchase Agreement has been negotiated with the property owner, Bauman Auto Wrecking Properties, at the fair market value of \$125,200.00, plus \$20,000.00 for title and escrow fees. The Purchase Agreement covers the Permanent Easements, Temporary Construction Easements and Aggregate Base Materials that are within Assessor's Parcel Nos. 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012. The acquired area consists of approximately 1.65 acres or 70,139 square feet of land.

Pursuant to the California Environmental Quality Act (CEQA), the acquisition of the permanent easement interests in real property by the District was reviewed and it was determined the project will not have a significant effect on the environment. A Mitigated Negative Declaration was prepared and adopted by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District on July 1, 2014.

Resolution No. F2015-34 and the Agreement for the Purchase and Sale of Real Property have been approved as to form by County Counsel.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Adopt Resolution No. F2015-34 Authorization to Purchase Permanent Easement Interests in Real Property located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Numbers 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012; CEQA finding of Nothing Further is Required – University Wash Channel Storm Drain, Stage 3 Project; District Funds 100% [\$145,200] District 1

DATE: October 27, 2015

PAGE: Page 3 of 3

Impact on Residents and Businesses

The implementing of this flood channel improvement will minimize flooding to the immediate area of Riverside County, specifically to the businesses in the area of the Project.

ATTACHMENTS (if needed, in this order):

- Resolution No. F2015-34
- Agreement for Purchase and Sale of Real Property with Bauman Auto Wrecking Properties
- Exhibits "A" Legal Descriptions and "B" Plat Maps for the PSA concerning Assessor's Parcel Numbers 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012, respectively
- Notice of Determination

1 **BOARD OF SUPERVISORS**

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

2
3 RESOLUTION NO. F2015-34

4 AUTHORIZATION TO PURCHASE PERMANENT EASEMENT INTERESTS
5 IN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE,
6 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
7 UNIVERSITY WASH CHANNEL STORM DRAIN, STAGE 3
8 PROJECT NO. 1-0-00120
9 APNs 210-120-005, 210-120-007, 210-120-008, 210-120-009,
10 210-120-010, 210-120-011 and 210-120-012

11 WHEREAS, the Riverside County Flood Control and Water Conservation District
12 ("District") is responsible for acquiring right of way, property interest and temporary
13 construction easements necessary for the University Wash Channel Storm Drain, Stage 3 Project
14 for the purpose of constructing, inspecting, maintaining and operating flood control facility
15 improvements to prevent flooding and to improve drainage in the area; and

16 WHEREAS, the Board of Supervisors of the Riverside County Flood Control and Water
17 Conservation District ("Board"), in regular session on July 1, 2014, determined that the proposed
18 University Wash Channel Storm Drain, Stage 3 Project will not have a significant adverse effect
19 on the environment and adopted a Mitigated Negative Declaration (MND); and

20 WHEREAS, the District desires to acquire from Bauman Auto Wrecking Properties
21 (collectively the "Sellers") and the Sellers desire to sell to the District certain permanent
22 easement interests in real property located in the City of Riverside, County of Riverside, State of
23 California and as further described below; and

24 WHEREAS, the District, as lead agency for CEQA purposes, has subsequent approvals
25 for the University Wash Channel Storm Drain, Stage 3 Project, such as authorizing the
26 acquisition of the aforementioned permanent easement interests in real property located in the
27 City of Riverside, County of Riverside, State of California in order to implement the University
28 Wash Channel Storm Drain, Stage 3 project; and

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 10-9-15
DATE
SYNTHIA M. GUNZEL

1 WHEREAS, the acquisition of the permanent easement interests in real property is a
2 subsequent discretionary action contemplated for the University Wash Channel Storm Drain,
3 Stage 3 Project and was analyzed in the environmental documents; and

4 WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

5 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
6 Board of Supervisors of the Riverside County Flood Control and Water Conservation District in
7 regular session assembled on October 27, 2015, in the meeting room of the Board of Supervisors
8 located on the 1st floor of the County Administrative Center at 4080 Lemon Street, Riverside,
9 California, that this Board, based upon the evidence and testimony presented on the matter, both
10 written and oral, including the documents, as it relates to the acquisition project, has determined
11 the following:
12

- 13 1. The Board has evaluated the proposed acquisition of the permanent easement
14 interests in real property from a private party and determined the proposed acquisition
15 is consistent and included in all substantive respects with the University Wash
16 Channel Storm Drain, Stage 3 Project.
17
- 18 2. Based on the review of the documents, the environmental impacts of the acquisition
19 project have been adequately analyzed in the environmental documents and the
20 project would not have a significant effect on the environment based upon substantial
21 evidence in light of the whole record.
22
- 23 3. There are no substantial changes in the University Wash Channel Storm Drain, Stage
24 3 Project, including this acquisition project, no substantial changes in circumstances,
25 or no new information which would require the preparation of subsequent MND or
26 other environmental assessment/documentation, pursuant to CEQA and Section
27 15162 of the State CEQA Guidelines.
28

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the vote of the
2 Board, that this Board authorizes the purchase, at or after 10:30 a.m., of those certain permanent
3 easement interests in real properties located in the City of Riverside, County of Riverside, State
4 of California, consisting of approximately 1.65± acres of land, Assessor's Parcel Numbers 210-
5 120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-
6 012, also referred to as RCFC Parcel Nos. 1120-17, 1120-18, 1120-19, 1120-20, 1120-21, 1120-
7 22 and 1120-23 and known as 1996, 1956, 1944, 1936, 1926, 1918 and 1904 Spruce Street,
8 Riverside, California, 92507, more particularly described on the respective Exhibits "A" and "B",
9 attached hereto and by this reference incorporated herein, for the respective purchase of
10 \$125,200.00 plus an additional \$20,000.00 for title insurance policies, escrow fees and
11 associated cost to consummate this transaction.
12

13
14 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement
15 for Purchase and Sale of Real Property between the District and Bauman Auto Wrecking
16 Properties is hereby approved and the Chairman of the Board of Supervisors of the District is
17 authorized to execute said Agreement on behalf of the District.

18 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
19 Board certify acceptance of any documents conveying the permanent easement interests in real
20 property in favor of the District to complete the purchase and for recordation.
21

22 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
23 General Manager-Chief Engineer or his designee is authorized to execute any other documents
24 and administer all actions necessary to complete the purchase of the real properties and any
25 transactions.
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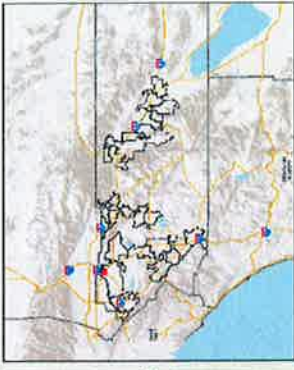
University Wash, Stage 3

Project 221-1-0-00120



-91

- Legend**
- RCLIS Parcels
 - City Boundaries
 - Cities
 - roads
 - highways
 - HWY
 - INTERCHANGE
 - INTERSTATE
 - OFFRAMP
 - ONRAMP
 - USHWY
 - counties
 - cities
 - hydrography
 - lines
 - waterbodies
 - Lakes
 - Rivers



Notes
 APNs: 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011 and 210-120-012 District 1st

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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382

765 Feet

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1 University Wash Channel Storm Drain, Stage 3
 Project No. 1-0-00120
 2 RCFC Parcel Nos 1120-17, 1120-18, 1120-19, 1120-20, 1120-21,
 1120-22, 1120-23; and 1120-17T (1) (2) (3),
 3 1120-18T (1) (2), 1120-19T, 1120-20T, 1120-21T,
 1120-22T and 1120-23T

4 **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

5 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
 6 ("Agreement"), is entered into this ____ day of _____, 2015 by and between the
 7 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
 8 body politic, (hereinafter called "DISTRICT" or "BUYER") and BAUMAN AUTO
 9 WRECKING PROPERTIES, a California General Partnership (hereinafter called "SELLER")
 for acquisition by BUYER from SELLER of certain real property interests for the University
 Wash Channel Storm Drain, Stage 3 (hereinafter called "PROJECT").

10 **RECITALS**

- 11 A. SELLER is the owner of certain real properties located in the city of Riverside, County
 12 of Riverside, State of California, consisting of approximately 7.46 acres of land, with
 13 Assessor's Parcel Nos. 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-
 14 120-010, 210-120-011 and 210-120-012, and the related improvements, appurtenances
 and certain related personal and intangible property ("SELLER'S PROPERTY").
- 15 B. SELLER desires to sell and BUYER desires to purchase easement interests in the
 16 SELLER'S PROPERTY as specifically described herein.

17 IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 18 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,
 19 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to
 20 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the
 21 consideration set forth in this Agreement, the following easement interests in certain
 real property, located in Riverside County, California, with Riverside County Assessor's
 Parcel Nos. 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-
 120-011 and 210-120-012.
- 22 A. The permanent easements which affect those sections of land that will
 23 hereinafter be referred to as RCFC Parcel Nos. 1120-17, 1120-18, 1120-19,
 1120-20, 1120-21, 1120-22 and 1120-23. Said sections of land consist of
 24 approximately 0.60 acre (25,987± square feet).
- 25 B. An eighteen (18) month temporary construction easement (TCE) which affects
 26 those sections of land that will hereinafter be referred to as RCFC Parcels Nos.
 1120-17T (1) (2) (3), 1120-18T (1) (2), 1120-19T, 1120-20T, 1120-21T, 1120-
 27 22T and 1120-23T. Said sections of land consist of approximately 1.05 acres
 (44,139± square feet).

28 Said above-listed easement interests in real property will hereinafter be collectively
 referred to as the "Property".

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The respective sections of land affected by the above-listed interests in real property are legally described in Exhibit "A" and pictorially depicted in Exhibits "B" attached hereto and by this reference incorporated herein.

2. PURCHASE PRICE. The total purchase price value that BUYER will provide to SELLER for the PROPERTY is:

ONE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED DOLLARS
(\$125,200.00)

The \$125,200.00 purchase price is broken down as follows:

RCFC Parcel Nos. 1120-17, 1120-18, 1120-19, 1120-20; 1120-21, 1120-22, and 1120-23	\$65,955.00
RCFC Parcel Nos. 1120-17T (1) (2) (3), 1120-18T (1) (2), 1120-19T, 1120-20T, 1120-21T, 1120-22T, and 1120-23T [Temporary Construction Easement Interest]	\$47,527.00
Aggregate Base Materials	\$11,713.00
TOTAL	\$125,195.00
ROUNDED (Agreed upon Purchase Price)	<u>\$125,200.00</u>

All payments specified in this section shall be made in legal tender by cash, cashier's check or wire transfer such that the Escrow Holder can disburse cash proceeds accrued to SELLER as the closed of escrow.

3. TEMPORARY CONSTRUCTION EASEMENT. At least thirty (30) calendar days prior written notice shall be given to SELLER before DISTRICT initially enters upon and uses the land (under the authority and rights as provided in that certain Right of Entry and Temporary Construction Easement Agreement entered into simultaneously with this Agreement). The rights therein granted to use those temporary construction easements (or any one or more of them) shall end on the date that is eighteen (18) months after the giving of said written notice or, alternatively, upon completion of the PROJECT (whichever occurs first).

4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable written notice before going on the Property. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 4. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such

1 event, BUYER will remove or cause to be removed all of BUYER'S personal property,
2 facilities, tools and equipment from the Property. If BUYER does not remove all of
3 BUYER'S personal property, facilities, tools and equipment from the Property within
4 ten business days of the date that BUYER'S license terminates under this Section,
5 SELLER has the right to remove said personal property, facilities, tools and equipment
6 from the Property. In the event of BUYER fails to remove BUYER'S personal
7 property, facilities, tools and equipment from the Property after entering the Property to
8 perform due diligence, including to make necessary or appropriate inspections as
9 specified in this Section 4, BUYER is responsible for all reasonable costs incurred by
10 SELLER in any such removal by SELLER.

11 5. ESCROW. The parties will establish an escrow at Lawyers Title Insurance Company
12 ("Escrow") to accommodate the transaction contemplated by this Agreement. For
13 purposes of this Agreement, Opening of Escrow means the date on which Escrow
14 Holder receives a fully executed original of this Agreement. The parties shall open an
15 escrow within ten (10) business days of the date on which this Agreement is fully
16 executed by the parties. Close of Escrow means the date on which the Easement Deeds
17 are recorded in the Official Records of the County of Riverside. The Close of Escrow
18 will be as soon as possible after the Opening of Escrow, but in no event shall the Close
19 of Escrow be later than ninety (90) days after the Opening of Escrow. The parties
20 hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by
21 Escrow Holder as may reasonably be required to consummate the transaction
22 contemplated by this Agreement. Any such instructions shall not conflict, amend or
23 supersede any provisions of this Agreement; this Agreement shall control unless the
24 parties expressly agree in writing otherwise. The Escrow Instructions shall include the
25 following terms and conditions for disbursements and other actions by Escrow Holder
26 of this sale which shall occur at the Close of Escrow:

- 27 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with
28 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or
credit all items chargeable to the account of SELLER and/or BUYER pursuant
to Sections 6 and 11; b) process the documents for the Purchase Price as
described herein; (c) disburse the balance of the purchase price to SELLER; and,
(d) disburse any excess proceeds deposited by BUYER to BUYER.
- B. Recording. Cause the Easement Deeds in favor of BUYER to be recorded with
the County Recorder and obtain conformed copies thereof for distribution to
BUYER and SELLER.
- C. Title Policy. Direct the Title Company to issue the Title Policy for the Property
to BUYER.
- D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any
other documents (or copies thereof) deposited into Escrow by SELLER.
Deliver to SELLER any other documents (or copies thereof) deposited into
Escrow by BUYER.
- E. Time Limits: All time limits within which any matter herein specified is to be
performed may be extended by mutual agreement of the parties hereto. Any
amendment of, or supplement to, any instructions must be in writing.

1 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title
 2 Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for
 3 the Property. Escrow Holder will also request two copies each of all instruments
 4 identified as exceptions on said title commitment. Upon receipt of the foregoing,
 5 Escrow Holder will deliver these instruments and the title commitment to BUYER and
 6 SELLER. Escrow Holder will insure BUYER'S easement title to the Property, which is
 7 described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard
 8 Coverage Policy of Title Insurance in the amount of the Easement Interests of RCFC
 9 Parcel Nos. 1120-17, 1120-18, 1120-19, 1120-20, 1120-21, 1120-22, and 1120-23
 ("Policy") as describe in Section 2. BUYER shall pay for the cost of the Policy. The
 Policy provided for pursuant to this Section 6 will insure BUYER'S interest in the
 Property free and clear of all monetary liens, monetary encumbrances and other
 exceptions to good and clear title, subject only to the following permitted conditions of
 title ("Permitted Title Exceptions"):

- 10 A. The applicable zoning, building and development regulations of any
 11 municipality, county, state or federal jurisdiction affecting the Property.
- 12 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
 13 business days after the date BUYER receives the title commitment and legible
 14 copies of all instruments noted as exceptions therein. If BUYER
 15 "unconditionally disapproves" any such exceptions Escrow will thereupon
 16 terminate, all funds deposited therein will be refunded to BUYER (less
 17 BUYER'S share of escrow cancellation charges) and this Agreement will be in
 18 no further force or effect. If BUYER "conditionally disapproves" any such
 19 exceptions, then SELLER will use SELLER'S best efforts to cause such
 20 exceptions to be removed by the Close of Escrow. If such conditionally
 21 disapproved non-monetary exceptions are not removed by the Close of Escrow,
 22 BUYER may, at BUYER'S option, either accept the Property subject to such
 23 exceptions, or terminate the Escrow and receive a refund of all funds deposited
 24 into Escrow (less BUYER'S share of escrow cancellation charges), if any, and
 25 this Agreement will thereupon be of no further force or effect. At the Close of
 Escrow, BUYER'S easement interest in the Property will be free and clear of all
 monetary liens and monetary encumbrances.
- 26 C. Taxes: Current fiscal year, including personal property tax, if any, and any
 27 further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue
 28 and Taxation Code of the State of California. All other taxes owed whether
 presently current or delinquent are to be CURRENT at the Close of Escrow.
- D. Quasi-public utility, public utility, public alley, public street easements and
 rights of way of record.

7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between
 the parties hereto that the right of possession and use of the Property by BUYER,
 including the right to remove and dispose of improvements, shall commence upon the
 execution of this Agreement by all parties. It is mutually understood and agreed upon
 by both the BUYER and SELLER that upon completion of said project surface rights on
 the Permanent Easement and the Temporary Construction Easement will be restored to

1 SELLER with restrictions, that no structures are to be erected or affixed to the land
2 within the Permanent Easement area nor any trees or plants with invasive root structure
3 be planted in this area. Parking, storage of personal property and light landscaping will
4 be permitted on the condition that items are moved upon written request in order to
allow BUYER access to the underground facilities.

5 8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the
6 following representations and warranties:

- 7 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,
8 legal proceedings or any other proceedings affecting the Property or any portion
thereof, at law, or in equity before any court or governmental agency, domestic
9 or foreign.
- 10 B. To the best of SELLER'S knowledge, there are no encroachments onto the
11 Property by improvements on any adjoining property, nor do any buildings or
12 improvements on the Property encroach onto other properties.
- 13 C. Until the Close of Escrow, SELLER shall maintain the Property in good
14 condition and state of repair and maintenance, and shall perform all of its
15 obligations under any service contracts or other contracts affecting the Property.
- 16 D. SELLER has good and marketable title to the Property. SELLER has no actual
17 knowledge of any unrecorded or undisclosed legal or equitable interest in the
18 Property owned or claimed by anyone other than SELLER. SELLER has no
19 knowledge that anyone will, at the Closing, have any right to possession of the
20 Property, except as disclosed by this Agreement or otherwise in writing to
21 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the
22 Property. No assessment lien or bond encumbers the Property, and no
23 governmental authority has undertaken any action that could give rise to an
24 assessment lien affecting the Property and shall not do anything that would
25 impair SELLER'S title to any of the Property.
- 26 E. To the best of SELLER'S knowledge, neither the execution of this Agreement
27 nor the performance of the obligations herein will conflict with, or breach any of
28 the provisions of any bond, note, evidence of indebtedness, contract, lease or
other agreement or instrument to which the Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,
upon learning of any fact or condition that would cause any of the warranties
and representations in this Section 8 not to be true as of closing, immediately
give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that, to the best of SELLER'S knowledge, the
Property is in compliance with all applicable statutes and regulations, including
environmental, health and safety requirements.
- H. This Agreement and the performance of SELLER'S obligations under it and all
documents executed by SELLER that are to be delivered to BUYER at the

1 Closing are, or on the Closing Date will be, duly authorized, executed, and
2 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and
3 binding obligations of SELLER, and do not, and on the Closing Date will not,
4 violate any provision of any agreement or judicial order to which SELLER is a
5 party or to which SELLER or the Property is subject. No consent of any
6 partner, shareholder, creditor, investor, judicial or administrative body,
7 government agency, or other party is required for SELLER to enter into and/or
8 to perform SELLER'S obligations under this Agreement, except as has already
9 been obtained. If SELLER is a corporation, it is organized, validly existing, and
10 in good standing under the laws of the State of California.

11 9. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents
12 and warrants to SELLER the following; it being expressly understood and agreed that
13 all such representations and warranties are to be true and correct as of the Close of
14 Escrow and shall survive the Close of Escrow:

- 15 A. BUYER has taken all required action to permit it to execute, deliver, and
16 perform its obligations under this Agreement.
- 17 B. BUYER has the power and authority to execute and deliver this Agreement and
18 to carry out its obligations hereunder are, or at the Closing Date will be, legal,
19 valid, and binding obligations of BUYER and can consummate the transaction
20 contemplated herein.

21 10. CLOSING CONDITIONS.

- 22 A. All obligations of BUYER under this Agreement are subject to the fulfillment,
23 before or at Closing, of each of the following conditions:
- 24 1) SELLER shall convey to BUYER marketable title to the Property by
25 execution and delivery with Escrow Holder a duly executed and
26 acknowledged Easement Deeds.
 - 27 2) SELLER must have delivered to Escrow the documents and funds it is
28 required to deliver through Escrow at Closing.
 - 3) The physical condition of the Property must be substantially the same on
the Closing Date as on the Effective Date, reasonable wear and tear
excepted.
 - 4) All necessary agreements and consents of all parties to consummate the
transaction contemplated by this Agreement will have been obtained and
furnished by SELLER to BUYER.
 - 5) Such proof of SELLER'S authority and authorization to enter into and
perform under this Agreement, and such proof of power and authority of
the individuals executing or delivering any instruments, documents, or
certificates on behalf of SELLER to act for and bind SELLER as may
reasonably be required by BUYER or the Escrow Holder.

BUYER'S Closing Conditions are solely for BUYER'S benefit and any or all

1 may be waived in writing by BUYER in whole or in part without prior notice.

2 B. SELLER'S obligation to sell the Property is expressly conditioned on the
3 fulfillment of each of the following condition at or before the Closing:

4 1) BUYER must have delivered the Purchase Price in the form described in
5 Section 2 herein to Escrow.

6 2) BUYER must have delivered to Escrow the documents and funds
7 required to consummate this transaction and as specified in this
8 Agreement.

8 SELLER'S Closing Conditions are solely for SELLER'S benefit and any or all
9 may be waived in writing by SELLER in whole or in part without prior notice.

10 C. BUYER and SELLER agree to execute and provide any additional instruments
11 or other documents as may be necessary to complete this transaction. BUYER
12 and SELLER hereby agree to cooperate with the execution of all instruments or
13 other documents reasonably necessary to complete the transfer of the real
14 property interest, including, but not limited to, any supplemental instructions
15 required to complete the transaction.

14 11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as
15 follows:

16 A. SELLER shall pay or be charged:

17 1) All costs associated with removing any debt encumbering the Property;

18 2) All costs associated with SELLER'S broker representation, including
19 commission;

20 3) All costs associated with SELLER'S attorney fees; and

21 4) SELLER'S share of prorations, if any.

22 B. BUYER shall pay or be charged:

23 1) All of Escrow fees and costs;

24 2) Cost of the CLTA Standard coverage policies;

25 3) Cost of Natural Hazard Disclosure Statement;

26 4) Cost of recording the Deeds, if any; and

27 5) BUYER'S share of prorations, if any.

28 C. Prorations. All receipts and disbursements of the Property will be prorated as of

11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. The acquisition of the easement interests by the BUYER pursuant to this Agreement does not alter or terminate the SELLER'S obligations to pay, when due, any real property taxes for the fee interest to the real property owned by SELLER from which the easement interest is granted.

2) Utility Deposits. SELLER will notify all utility companies servicing the Property of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.

SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

3) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 11 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.

13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER'S representation, warranties or covenants provided in this Agreement.

1
2 14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
3 desinee, serves as the representative on behalf of BUYER for the purpose of
4 administering and performing administrative or ministerial actions necessary to
5 complete this transaction, including executing any other related escrow forms or
6 documents to consummate the purchase.

7
8 15. NOTICES. All notices and demands shall be given in writing by certified mail, postage
9 prepaid, and return receipt requested, or by personal delivery. Notices shall be
10 considered given upon the earlier of (a) personal delivery, (b) two (2) business days
11 following deposit in the United States mail, postage prepaid, certified or registered,
12 return receipt requested, or (c) one (1) business day following deposit with an overnight
13 carrier service. A copy of all notices shall be sent to the Escrow Company. Notices
14 shall be addressed as provided below for the respective party. The parties agree,
15 however, that if any party gives notice in writing of a change of name or address to the
16 other party, notices to such party shall thereafter be given as demanded in that notice:

17
18
19 SELLER: Bauman Auto Wrecking Properties
20 1944 Spruce Street
21 Riverside, CA 92507

22
23 COPY TO: Michael C. Hewitt, Esq.
24 2082 Michelson Drive, Suite 300
25 Irvine, CA 92612

26
27 BUYER: Riverside County Flood Control
28 and Water Conservation District
Attention: Gregory Walker
1995 Market Street
Riverside, CA 92501

COPY TO: Riverside County Counsel
Attention: Synthia M. Gunzel
Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501-3674

ESCROW HOLDER: Lawyers Title Insurance Company
Attention: Debbie Strickland
3480 Vine Street
Riverside, CA 92507

29 16. MISCELLANEOUS.

30 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
31 the time allowed by law a Natural Hazard Disclosure Statement in accordance
32 with California Government Code Sections 8589.3-8589.4 and 51183.5 and
33 Public Resources Code Sections 4136, 2621.9 and 2694.

- 1 B. Default. In the event of a material breach or material default under this
2 Agreement by either the BUYER or SELLER, the non-defaulting party shall
3 have, in addition to all rights available at law or equity, the right to terminate
4 this Agreement and the Escrow for the purchase and sale of the Property, by
5 delivering written notice thereof to the defaulting party and to Escrow Holder,
6 and if the BUYER is the non-defaulting party, the BUYER shall thereupon
7 promptly receive a refund of all prior deposits, if any. Such termination of the
8 Escrow by a non-defaulting party shall be without prejudice to the non-
9 defaulting party's rights and remedies at law or equity.
- 10 C. Further Instructions. Each party agrees to execute such other and further escrow
11 instructions as may be necessary or proper in order to consummate the
12 transaction contemplated by this Agreement.
- 13 D. Amendments. Any amendments to this Agreement shall be effective only in
14 writing and when duly executed by both the BUYER and SELLER and
15 deposited with Escrow Holder.
- 16 E. Applicable Law. This Agreement shall be construed and interpreted under, and
17 governed and enforced according to the laws of the State of California. Venue
18 for any proceeding related to this Agreement shall be in the County of Riverside.
- 19 F. Entire Agreement. This Agreement contains the entire agreement between the
20 undersigned parties respecting the subject matter set forth herein, and expressly
21 supersedes all previous or contemporaneous agreements, understandings,
22 representations, or statements between the parties respecting said subject matter
23 (whether oral or in writing). No person is authorized to make, and by execution
24 hereof SELLER and BUYER acknowledge that no person has made, any
25 representation, warranty, guaranty or promise except as set forth herein; and no
26 agreement, statement, representation or promise made by any such person which
27 is not contained herein shall be valid or binding on SELLER or BUYER.
- 28 G. Successors and Assigns. This Agreement shall be binding upon and inure to the
benefit of the heirs, executors, administrators, successors and assigns of the
parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this
Agreement, notwithstanding anything to the contrary in the Escrow Company's
general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the
specific provisions of this Agreement is intended to be exclusive of any other
remedy and each and every remedy shall be cumulative and shall be in addition
to every other remedy given hereunder or now or hereafter existing at law or in
equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed
this Agreement and that each has had the opportunity to have their legal counsel
review and revise this Agreement and that any rule of construction to the effect

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that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words 'person' and 'party' include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

K. Counterparts. This Agreement 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 all such counterparts together shall constitute one and the same instrument.

L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

M. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay any commissions or fees for its broker. BUYER is not responsible nor liable for any claims, changes, or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER'S Broker or any arising from or by reason of SELLER'S conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or termination of this Agreement.

N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.

17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

18. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.


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[Signatures on next two pages]

1 IN WITNESS WHEREOF, the parties here have executed this Agreement the day and
2 year set forth hereinabove.

3
4 **BUYER:**

5 **RECOMMENDED FOR APPROVAL RIVERSIDE COUNTY FLOOD CONTROL
6 AND WATER CONSERVATION DISTRICT**

7
8 By: 
9 WARREN D. WILLIAMS
10 General Manager-Chief Engineer

11 By: _____
12 MARION ASHLEY, Chairman
13 Riverside County Flood Control
14 and Water Conservation District
15 Board of Supervisors

16 APPROVED AS TO FORM:
17
18 GREGORY P. PRIAMOS
19 County Counsel

20 ATTEST:
21
22 KECIA HARPER-IHEM
23 Clerk of the Board

24
25 By: 
26 SYNTHIA M. GUNZEL
27 Deputy County Counsel

28 By: _____
Deputy

PVV:rlp
6/1/15

University Wash Channel Storm Drain, Stage 3
Project No. 1-0-00120
RCFC Parcel Nos. 1120-17, 1120-18, 1120-19, 1120 -20, 1120-21, 1120-22 and 1120-23;
1120-17T (1) (2) (3), 1120-18T (1) (2), 1120-19T, 1120-20T, 1120-21T, 1120-22T and 1120-23T

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SELLER:

**BAUMAN AUTO WRECKING
PROPERTIES,
a California General Partnership**

By: 
RONALD BAUMAN, Partner

Date: 8/6/2015

By: 
GARY BAUMAN, Partner

Date: 8-6-2015

PVV:rlp
6/1/15

University Wash Channel Storm Drain, Stage 3
Project No. 1-0-00120
RCFC Parcel Nos. 1120-17, 1120-18, 1120-19, 1120 -20, 1120-21, 1120-22 and 1120-23;
1120-17T (1) (2) (3), 1120-18T (1) (2), 1120-19T, 1120-20T, 1120-21T, 1120-22T and 1120-23T

Exhibit "A"

**University Wash Channel Stage 3
Parcel 1120-17**

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089180, recorded March 19, 1991, records of said county, lying within a 30.00-foot wide strip of land, the easterly sideline of which is more particularly described as follows:

Commencing at the point of intersection of the east line of said northwest one-quarter of the northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1¾" iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

Thence North 89° 45' 30" West 72.38 feet to the beginning of a curve, concave northeasterly, having a radius of 97.50 feet;

Thence northwesterly along said curve through a central angle of 49° 17' 48" an arc distance of 83.89 feet;

Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1½" iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.

The sidelines of said strip are to be prolonged or shortened as necessary so as to terminate in the north, south, and east lines of that certain parcel of land described in said Instrument No. 1991-089180.



William R. Hofferber Jr.

WILLIAM R. HOFFERBER JR.

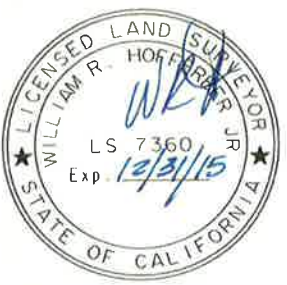
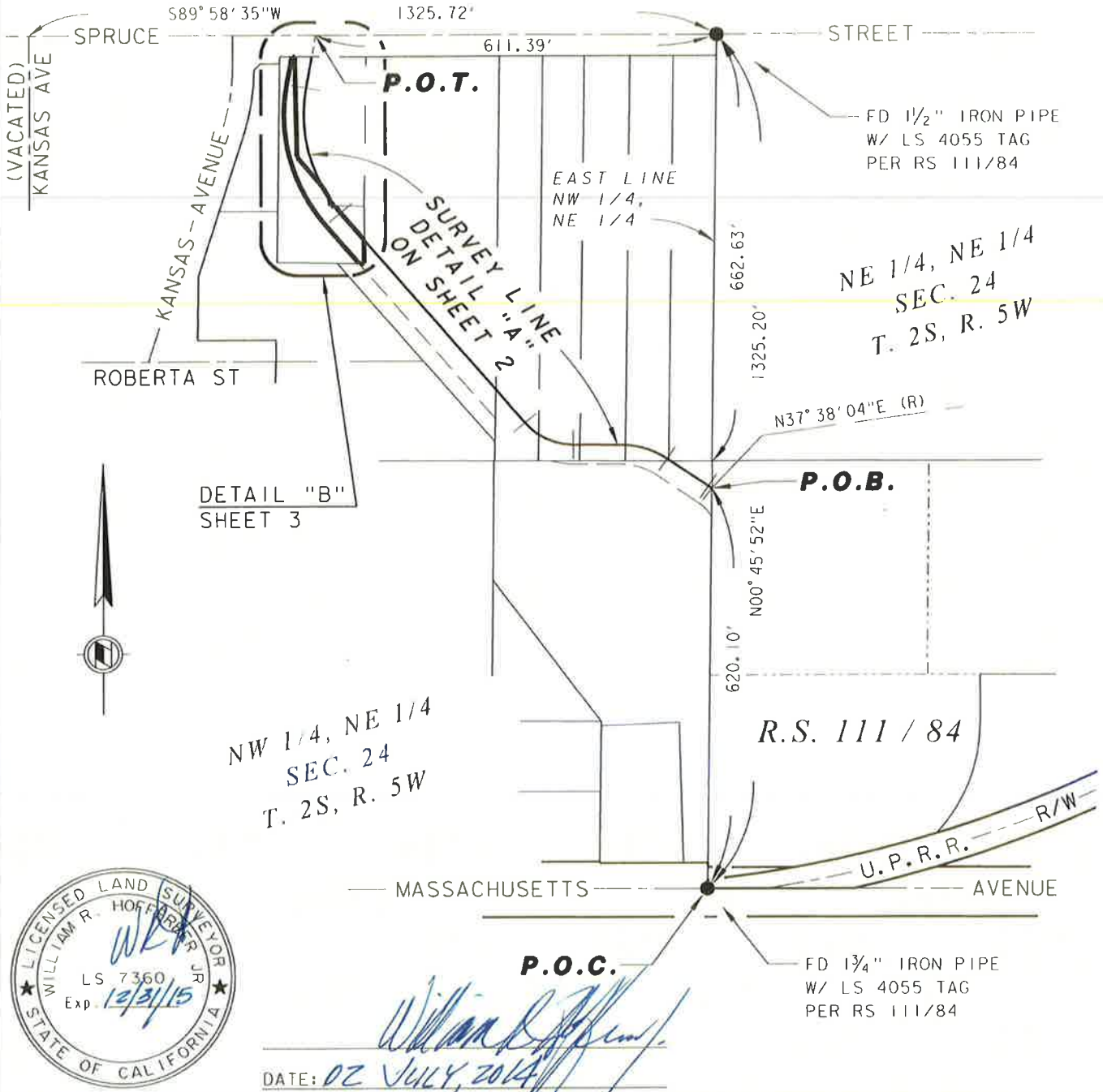
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089180, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



William R. Hoffmann, Jr.
 DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

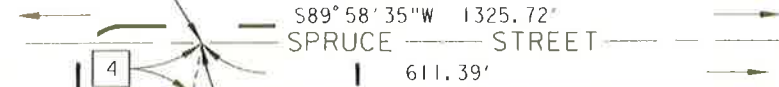
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		RCFC PARCEL NUMBER(S):	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	PARCEL 1120-17		SCALE: NO SCALE
			PREPARED BY: DAC
		JUN-30-2014	SHEET NO. 1 OF 3

Exhibit "B"

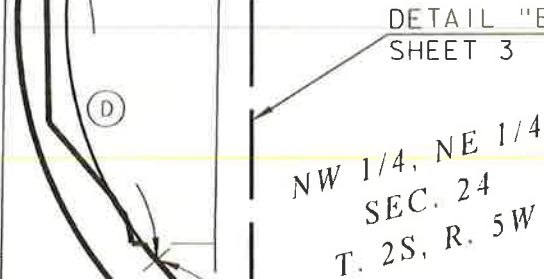
ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089180, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

P.O.T.



LINE DATA		
	BEARING	DISTANCE
1	N55° 59' 42"W	75.68'
2	N89° 45' 30"W	72.38'
3	N10° 08' 25"E	49.48'
4	N10° 08' 25"E	33.52'

CURVE DATA				
	△ =	R =	T =	L =
A	03° 37' 46"	105.00'	3.33'	6.65'
B	33° 45' 48"	127.50'	38.69'	75.13'
C	49° 17' 48"	97.50'	44.74'	83.89'
D	50° 36' 07"	235.00'	111.09'	207.55'



SURVEY LINE

N40° 27' 42"W 429.96'

M.B. 8 / 10

EAST LINE
NW 1/4,
NE 1/4

N37° 38' 04"E (R)

N89° 45' 30"W 331.71'

662.63'

1325.20'

620.10'

N00° 45' 52"E



William R. Hoffer

DATE: 02 JULY, 2014

**DETAIL "A"
SURVEY LINE**
NOT TO SCALE

P.O.B.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

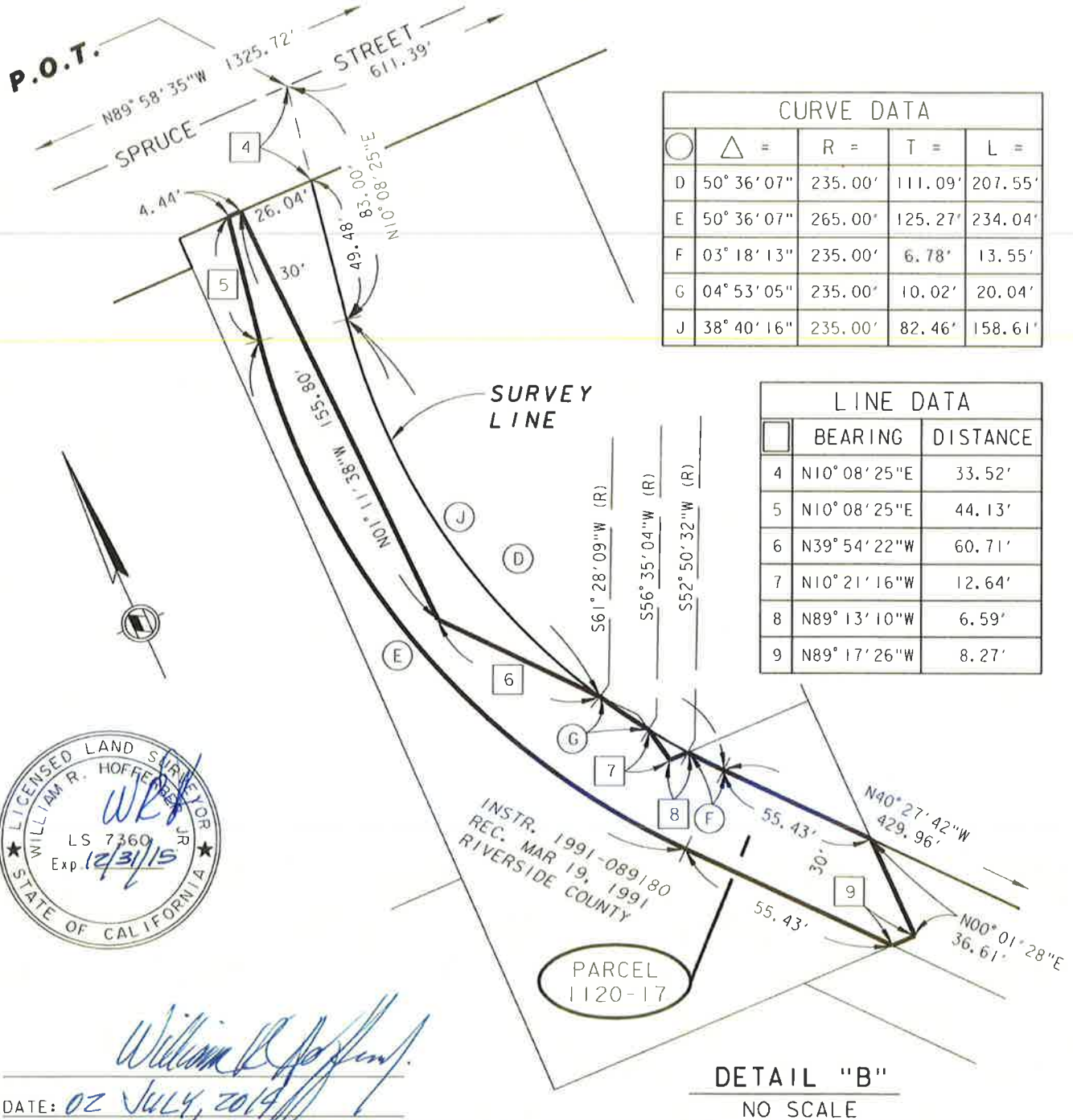
RCFC PARCEL NUMBER(S):
PARCEL 1120-17

SCALE:
NO SCALE
JUN-30-2014

PREPARED BY:
DAC
SHEET NO.
2 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089180, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



Curve	Δ =	R =	T =	L =
D	50° 36' 07"	235.00'	111.09'	207.55'
E	50° 36' 07"	265.00'	125.27'	234.04'
F	03° 18' 13"	235.00'	6.78'	13.55'
G	04° 53' 05"	235.00'	10.02'	20.04'
J	38° 40' 16"	235.00'	82.46'	158.61'

Point	BEARING	DISTANCE
4	N10° 08' 25" E	33.52'
5	N10° 08' 25" E	44.13'
6	N39° 54' 22" W	60.71'
7	N10° 21' 16" W	12.64'
8	N89° 13' 10" W	6.59'
9	N89° 17' 26" W	8.27'



William R. Hoffmann
 DATE: 02 JULY, 2014

DETAIL "B"
 NO SCALE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.		PARCEL 1120-17	NO SCALE	DAC
			JUN-30-2014	SHEET NO. 3 OF 3

Exhibit "A"

University Wash Channel Stage 3
Parcel 1120-18

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089179, recorded March 19, 1991, records of said county, lying within a 30.00-foot wide strip of land, the northeasterly sideline of which is more particularly described as follows:

Commencing at the point of intersection of the east line of said northwest one-quarter of the northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1¾" iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

Thence North 89° 45' 30" West 72.38 feet to the beginning of a curve, concave northeasterly, having a radius of 97.50 feet;

Thence northwesterly along said curve through a central angle of 49° 17' 48" an arc distance of 83.89 feet;

Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1½" iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.

The sidelines of said strip are to be prolonged or shortened as necessary so as to terminate in the westerly and east lines of that certain parcel of land described in said Instrument No. 1991-089179.



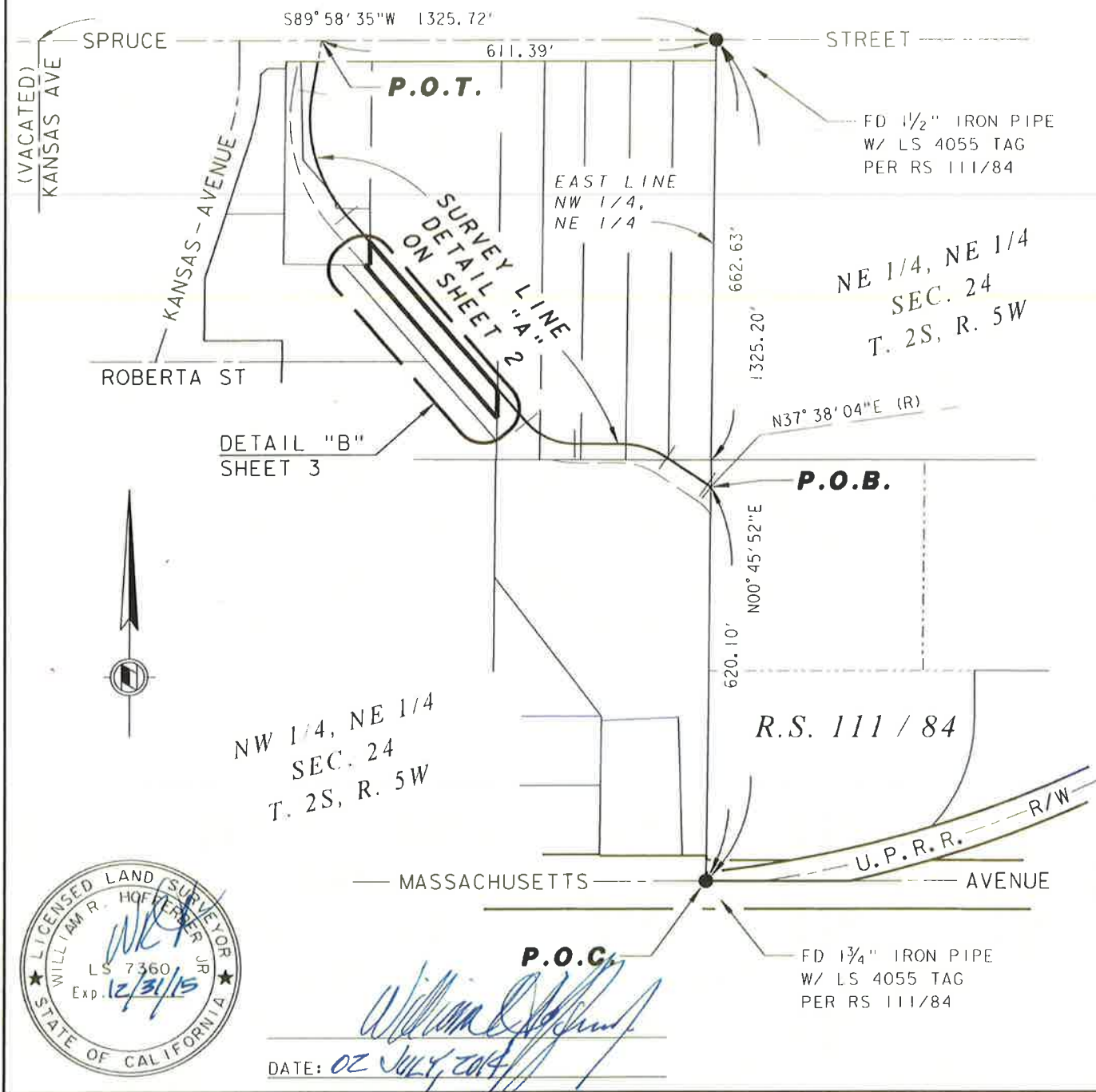

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089179, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



William R. Hoff
DATE: 02 JULY 2014

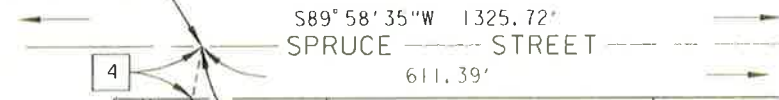
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		RCFC PARCEL NUMBER(S):	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	PARCEL 1120-18	SCALE: NO SCALE	PREPARED BY: DAC
		JUN-30-2014	SHEET NO. 1 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089179, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

P.O.T.



LINE DATA		
	BEARING	DISTANCE
1	N55°59'42"W	75.68'
2	N89°45'30"W	72.38'
3	N10°08'25"E	49.48'
4	N10°08'25"E	33.52'

NW 1/4, NE 1/4
SEC. 24
T. 2S, R. 5W

INSTR. 1991-089179
REC. MAR 19, 1991
RIVERSIDE COUNTY

CURVE DATA				
⊙	△ =	R =	T =	L =
A	03°37'46"	105.00'	3.33'	6.65'
B	33°45'48"	127.50'	38.69'	75.13'
C	49°17'48"	97.50'	44.74'	83.89'
D	50°36'07"	235.00'	111.09'	207.55'

DETAIL "B"
SHEET 3

SURVEY
LINE

N40°27'42"W 429.96'

M.B. 8 / 10

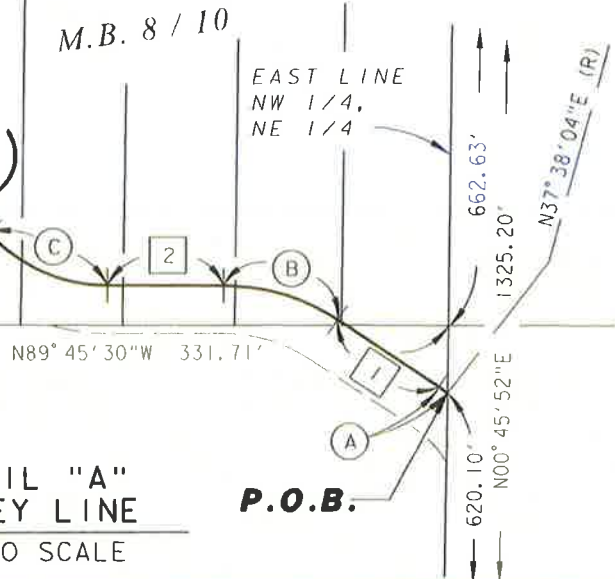
EAST LINE
NW 1/4,
NE 1/4



William R. Hoffmann, Jr.
DATE: 02 JULY, 2014

DETAIL "A"
SURVEY LINE
NOT TO SCALE

P.O.B.



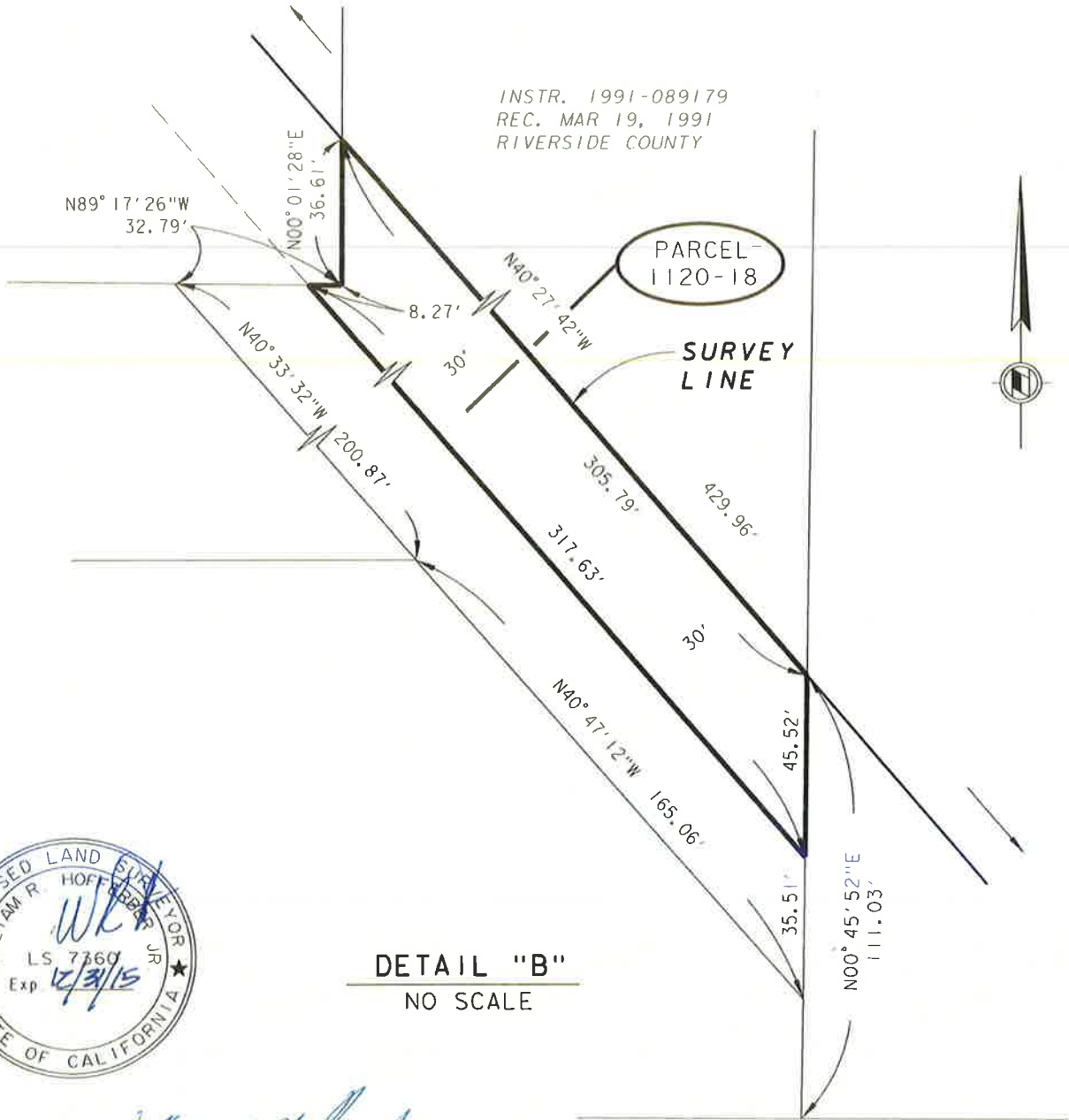
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		SCALE: NO SCALE	PREPARED BY: DAC
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	JUN-30-2014	SHEET NO. 2 OF 3
	PARCEL 1120-18		

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089179, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



INSTR. 1991-089179
REC. MAR 19, 1991
RIVERSIDE COUNTY

PARCEL-
1120-18

SURVEY
LINE

DETAIL "B"
NO SCALE



William R. Hoff
DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:		UNIVERSITY WASH CHANNEL STG 3	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-18	1" = 40'	DAC
		JUN-30-2014	SHEET NO. 3 OF 3

Exhibit "A"

**University Wash Channel Stage 3
Parcel 1120-19**

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089177, recorded March 19, 1991, records of said county, being more particularly described as lying southwesterly of the following described line:

Commencing at the point of intersection of the east line of said northwest one-quarter of the northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1 1/4" iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

Thence North 89° 45' 30" West 72.38 feet to the beginning of a curve, concave northeasterly, having a radius of 97.50 feet;

Thence northwesterly along said curve through a central angle of 49° 17' 48" an arc distance of 83.89 feet;

Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1 1/2" iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.



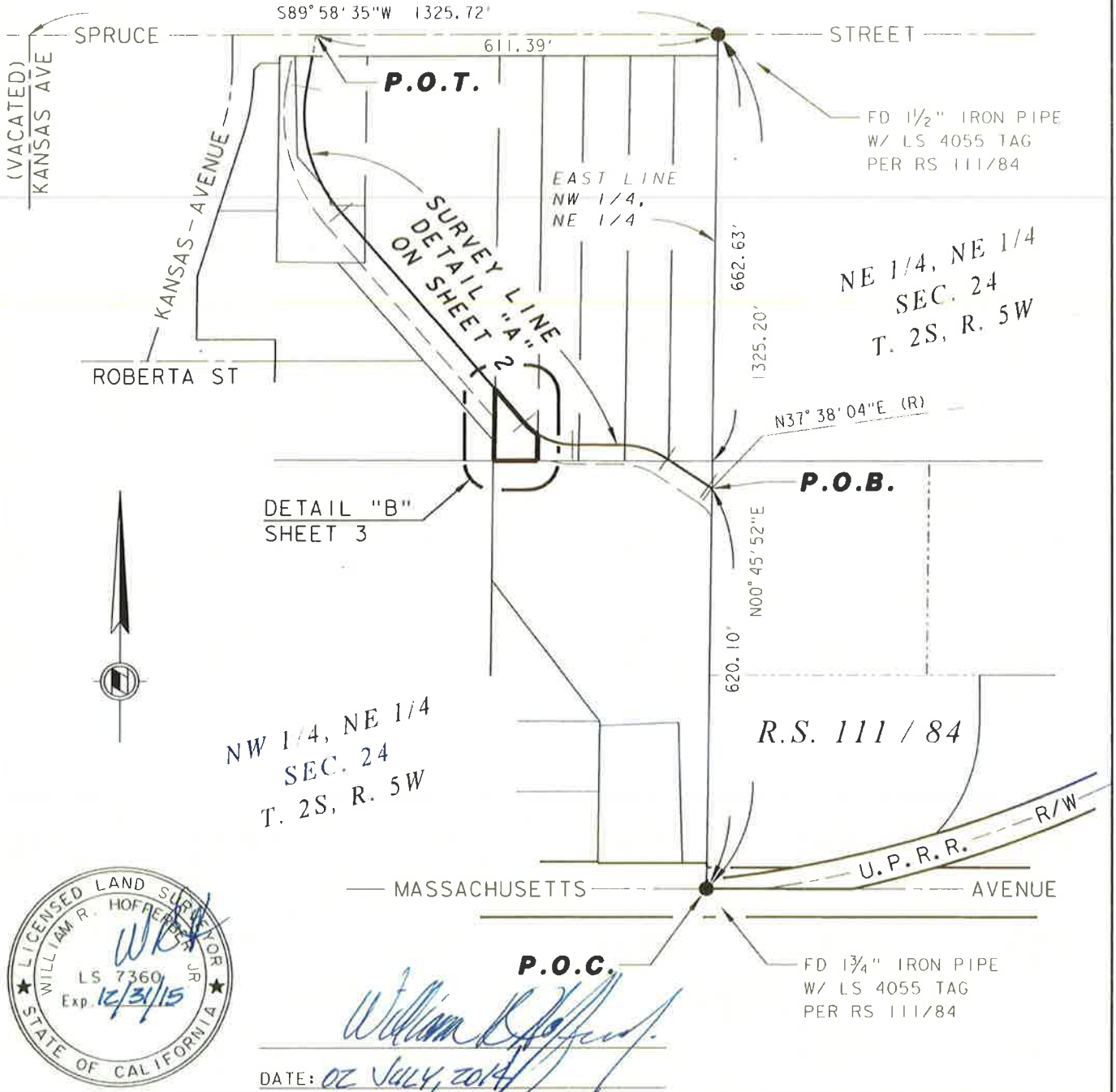

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089177, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

UNIVERSITY WASH CHANNEL STG 3

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 1120-19

SCALE:

NO SCALE

JUN-30-2014

PREPARED BY:

DAC

SHEET NO.

1 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089177, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

P.O.T.



LINE DATA		
	BEARING	DISTANCE
1	N55° 59' 42\"W	75.68'
2	N89° 45' 30\"W	72.38'
3	N10° 08' 25\"E	49.48'
4	N10° 08' 25\"E	33.52'

CURVE DATA				
○	△ =	R =	T =	L =
A	03° 37' 46\"	105.00'	3.33°	6.65'
B	33° 45' 48\"	127.50'	38.69°	75.13'
C	49° 17' 48\"	97.50'	44.74°	83.89'
D	50° 36' 07\"	235.00'	111.09°	207.55'

SURVEY LINE

NW 1/4, NE 1/4
SEC. 24
T. 2S, R. 5W

N40° 27' 42\"W 429.96'

INSTR. 1991-089177
REC. MAR 19, 1991
RIVERSIDE COUNTY

M.B. 8 / 10

EAST LINE
NW 1/4,
NE 1/4



DETAIL "B"
SHEET 3

N89° 45' 30\"W 331.71'

**DETAIL "A"
SURVEY LINE**
NOT TO SCALE

P.O.B.

William R. Hoffberger
DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-19	NO SCALE	DAC
		JUN-30-2014	SHEET NO. 2 OF 3

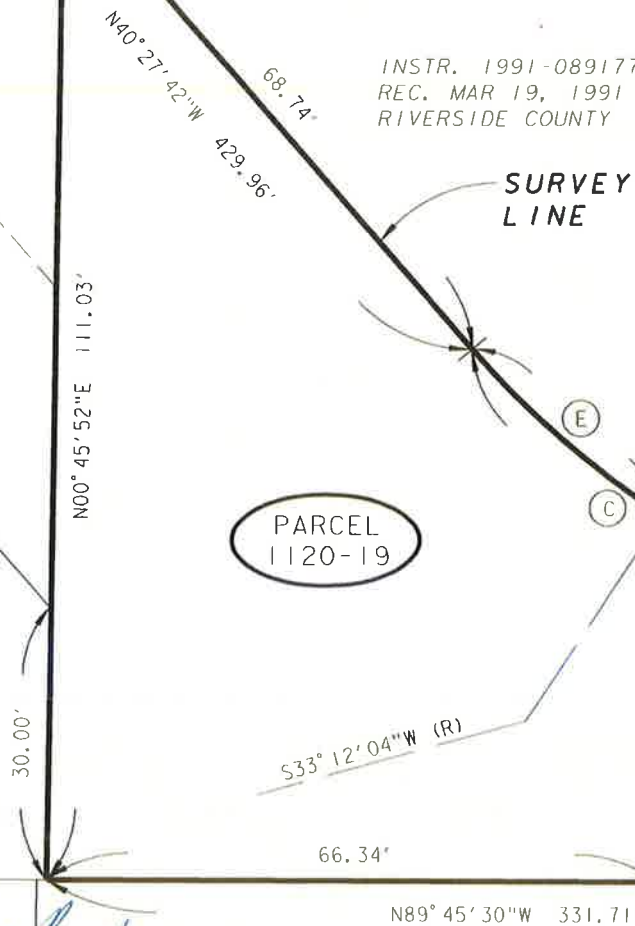
Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089177, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

CURVE DATA				
○	△ =	R =	T =	L =
C	49° 17' 48"	97.50'	44.74'	83.89'
E	16° 20' 15"	97.50'	14.00'	27.80'

NW 1/4, NE 1/4
SEC. 24
T. 2S, R. 5W

INSTR. 1991-089177
REC. MAR 19, 1991
RIVERSIDE COUNTY



William R. Hoffmann
DATE: 02 JULY, 2014

DETAIL "B"
NO SCALE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-19	NO SCALE	DAC
		JUN-30-2014	SHEET NO. 3 OF 3

Exhibit "A"

**University Wash Channel Stage 3
Parcel 1120-20**

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089176, recorded March 19, 1991, records of said county, being more particularly described as lying southerly of the following described line:

Commencing at the point of intersection of the east line of said northwest one-quarter of the northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1 $\frac{3}{4}$ " iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

Thence North 89° 45' 30" West 72.38 feet to the beginning of a curve, concave northeasterly, having a radius of 97.50 feet;

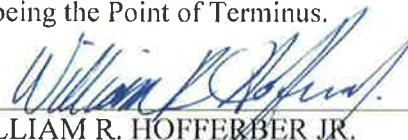
Thence northwesterly along said curve through a central angle of 49° 17' 48" an arc distance of 83.89 feet;

Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1 $\frac{1}{2}$ " iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.



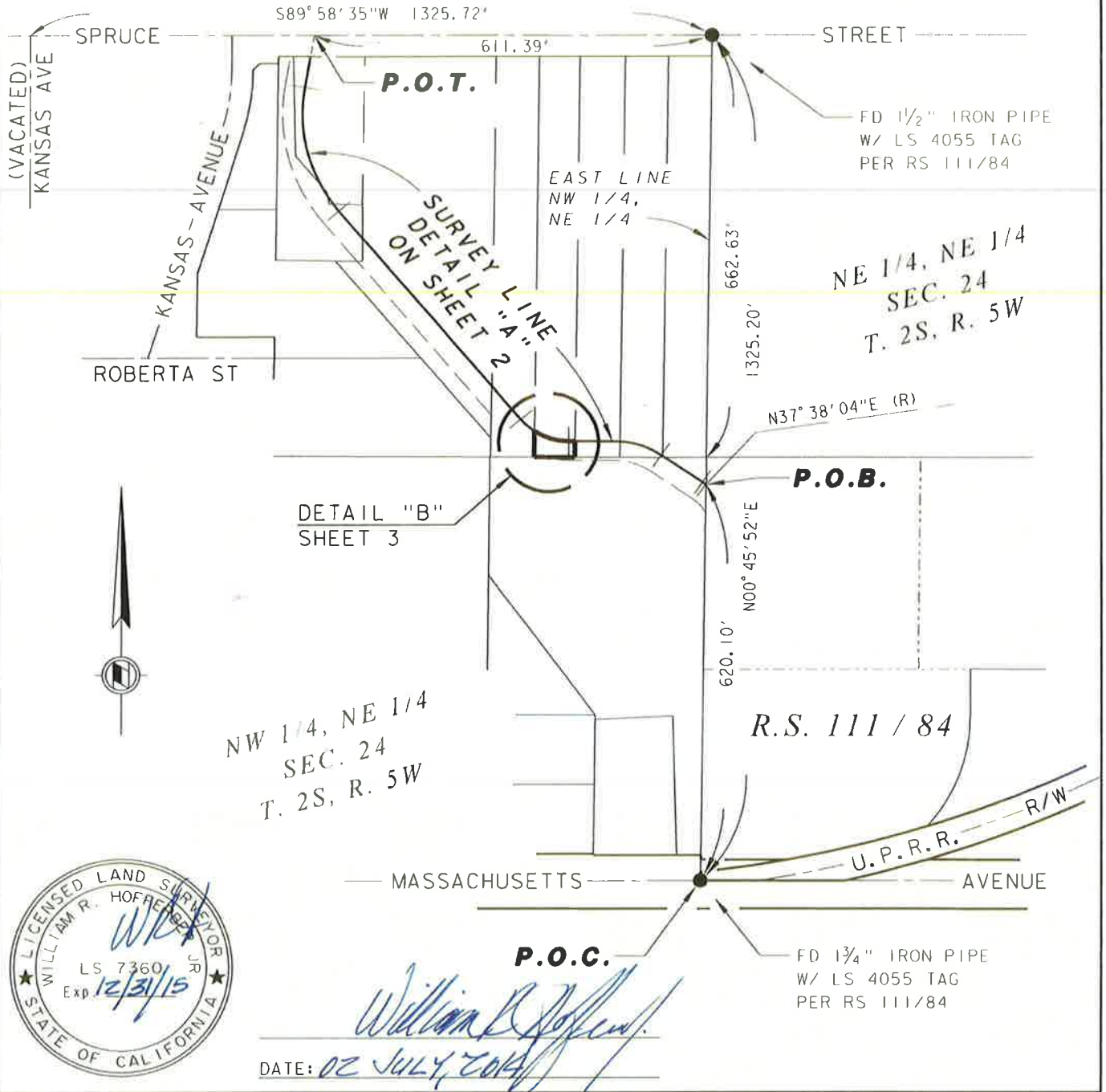

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089176, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



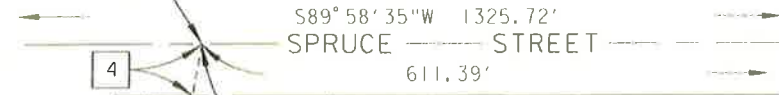
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	PARCEL 1120-20		NO SCALE	DAC
			JUN-30-2014	SHEET NO. 1 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089176, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

P.O.T.



LINE DATA		
	BEARING	DISTANCE
1	N55° 59' 42\"W	75.68'
2	N89° 45' 30\"W	72.38'
3	N10° 08' 25\"E	49.48'
4	N10° 08' 25\"E	33.52'

CURVE DATA				
○	△ =	R =	T =	L =
A	03° 37' 46"	105.00'	3.33'	6.65'
B	33° 45' 48"	127.50'	38.69'	75.13'
C	49° 17' 48"	97.50'	44.74'	83.89'
D	50° 36' 07"	235.00'	111.09'	207.55'

NW 1/4, NE 1/4
SEC. 24
T. 2S, R. 5W

SURVEY LINE

N40° 27' 42\"W 429.96'

INSTR. 1991-089176
REC. MAR 19, 1991
RIVERSIDE COUNTY

M.B. 8 / 10

EAST LINE
NW 1/4,
NE 1/4



William R. Hoffmann, Jr.
DATE: 02 JULY, 2014

DETAIL "B"
SHEET 3

DETAIL "A"
SURVEY LINE
NOT TO SCALE

P.O.B.



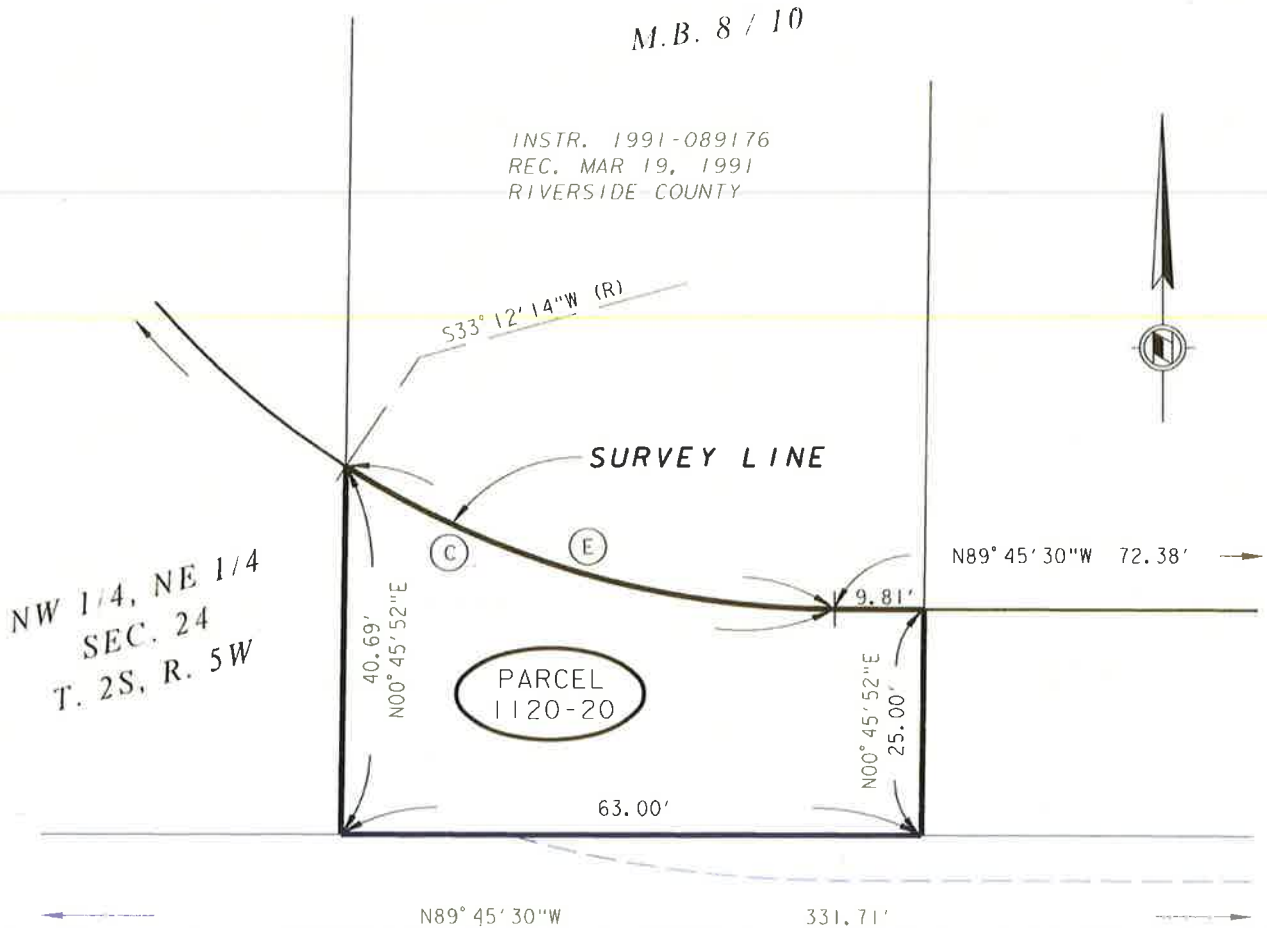
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		SCALE: NO SCALE	PREPARED BY: DAC
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	JUN-30-2014	SHEET NO. 2 OF 3
	PARCEL 1120-20		

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089176, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



DETAIL "B"

NO SCALE



William R. Hoffmann, Jr.
 DATE: 02 JULY, 2014

CURVE DATA				
○	△ =	R =	T =	L =
C	49° 17' 48"	97.50'	44.74'	83.89'
E	32° 57' 34"	97.50'	28.84'	56.09'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		SCALE: 1" = 20'	PREPARED BY: DAC
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	JUN-30-2014	SHEET NO. 3 OF 3
	PARCEL 1120-20		

Exhibit "A"

University Wash Channel Stage 3
Parcel 1120-21

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089175, recorded March 19, 1991, records of said county, being more particularly described as lying southerly of the following described line:

Commencing at the point of intersection of the east line of said northwest one-quarter of the northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1 $\frac{3}{4}$ " iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

Thence North 89° 45' 30" West 72.38 feet to the beginning of a curve, concave northeasterly, having a radius of 97.50 feet;

Thence northwesterly along said curve through a central angle of 49° 17' 48" an arc distance of 83.89 feet;

Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1 $\frac{1}{2}$ " iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.



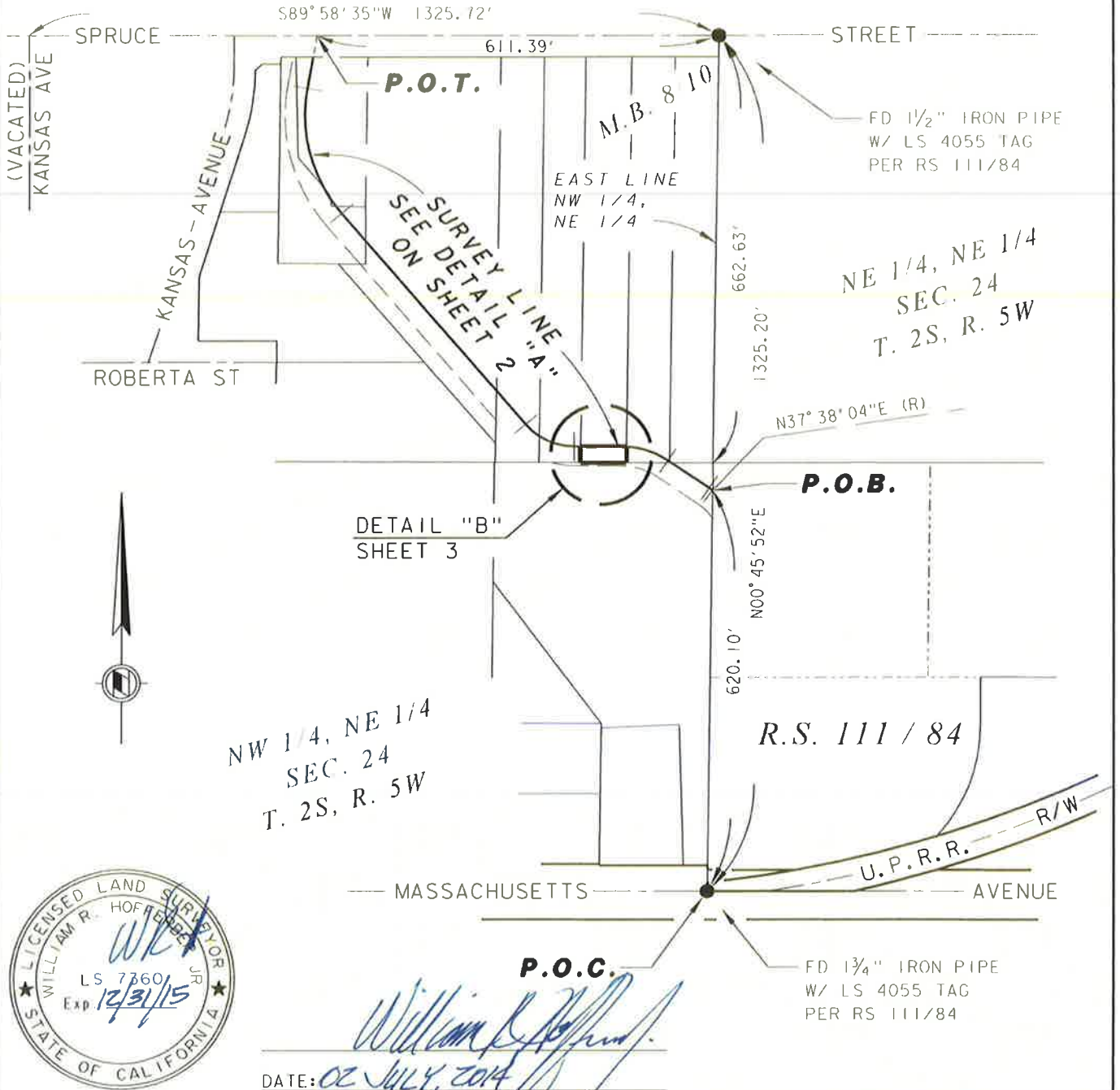

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089175, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:		UNIVERSITY WASH CHANNEL STG 3	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-21	NO SCALE	CJC
		JUN-30-2014	SHEET NO. 1 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089175, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

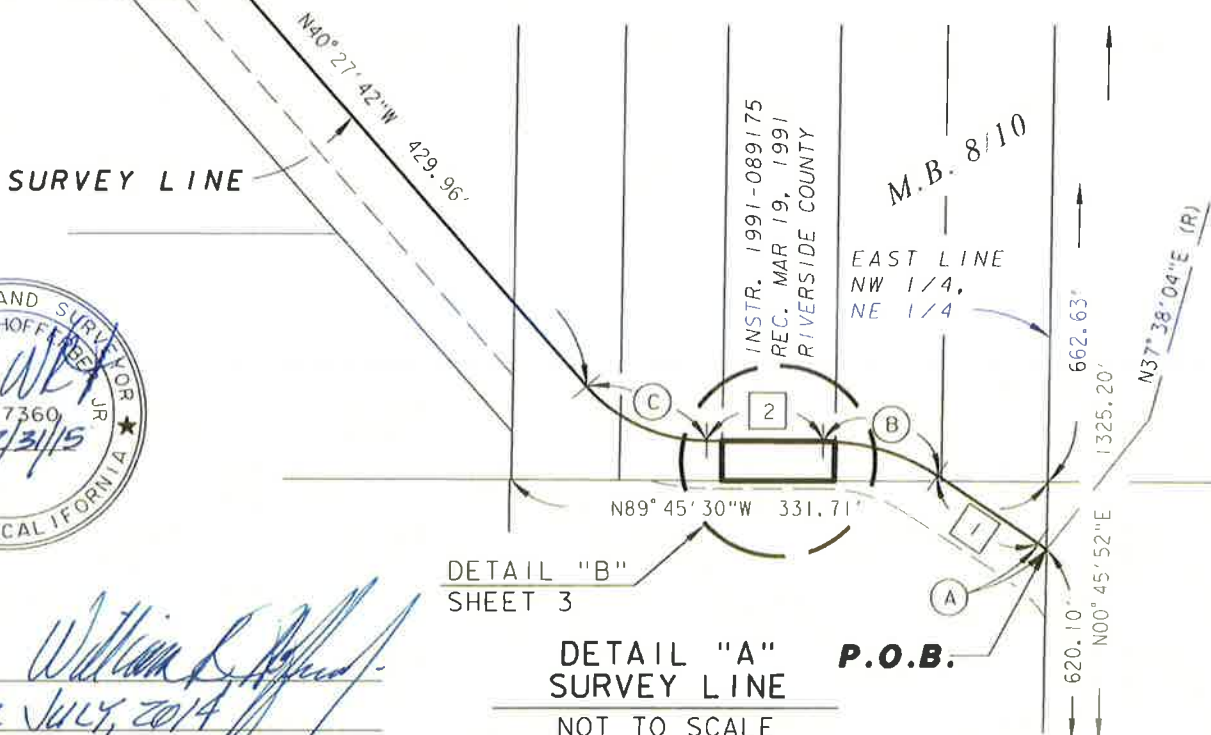
P.O.T.



LINE DATA		
	BEARING	DISTANCE
1	N55° 59' 42\"W	75.68'
2	N89° 45' 30\"W	72.38'
3	N10° 08' 25\"E	49.48'
4	N10° 08' 25\"E	33.52'

CURVE DATA				
⊙	△ =	R =	T =	L =
A	03° 37' 46\"	105.00'	3.33'	6.65'
B	33° 45' 48\"	127.50'	38.69'	75.13'
C	49° 17' 48\"	97.50'	44.74'	83.89'
D	50° 36' 07\"	235.00'	111.09'	207.55'

NW 1/4, NE 1/4
SEC. 24
T. 2S, R. 5W



William R. Hoff
DATE: 02 JULY, 2014

DETAIL "B"
SHEET 3

DETAIL "A"
SURVEY LINE
NOT TO SCALE

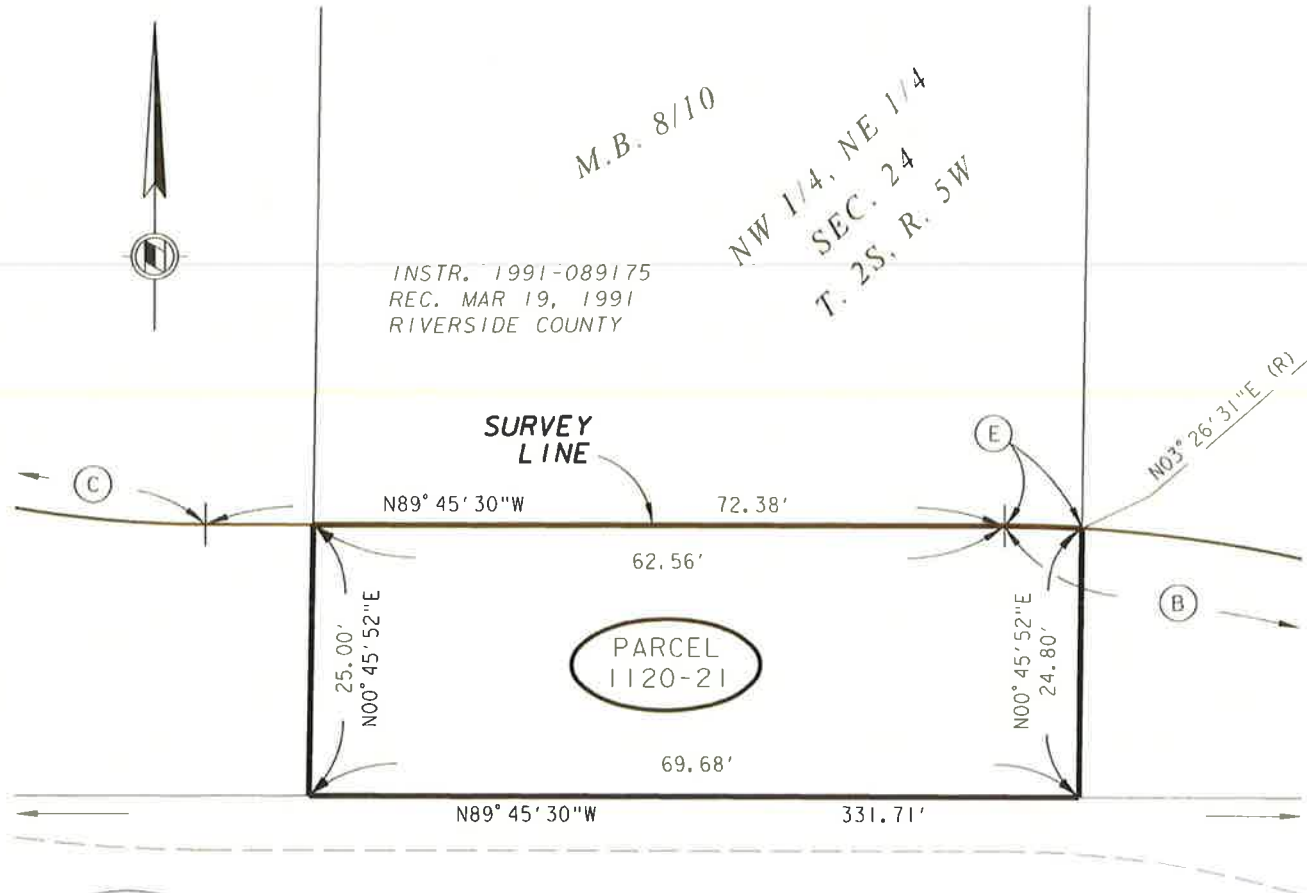
P.O.B.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:		UNIVERSITY WASH CHANNEL STG 3	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-21	NO SCALE	CJC
		JUN-30-2014	SHEET NO. 2 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089175, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



DETAIL "B"
NOT TO SCALE



William R. Hoff
DATE: 02 JULY, 2014

CURVE DATA				
○	△ =	R =	T =	L =
B	33° 45' 48"	127.50'	38.69'	75.13'
C	49° 17' 48"	97.50'	44.74'	83.89'
E	03° 12' 01"	127.50'	3.56'	7.12'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-21	NO SCALE	CJC
		JUN-30-2014	SHEET NO. 3 OF 3

Exhibit "A"

**University Wash Channel Stage 3
Parcel 1120-22**

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089174, recorded March 19, 1991, records of said county, being more particularly described as lying southerly of the following described line:

Commencing at the point of intersection of the east line of said Northwest one-quarter of the Northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1¼" iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

Thence North 89° 45' 30" West 72.38 feet to the beginning of a curve, concave northeasterly, having a radius of 97.50 feet;

Thence northwesterly along said curve through a central angle of 49° 17' 48" an arc distance of 83.89 feet;

Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1½" iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.



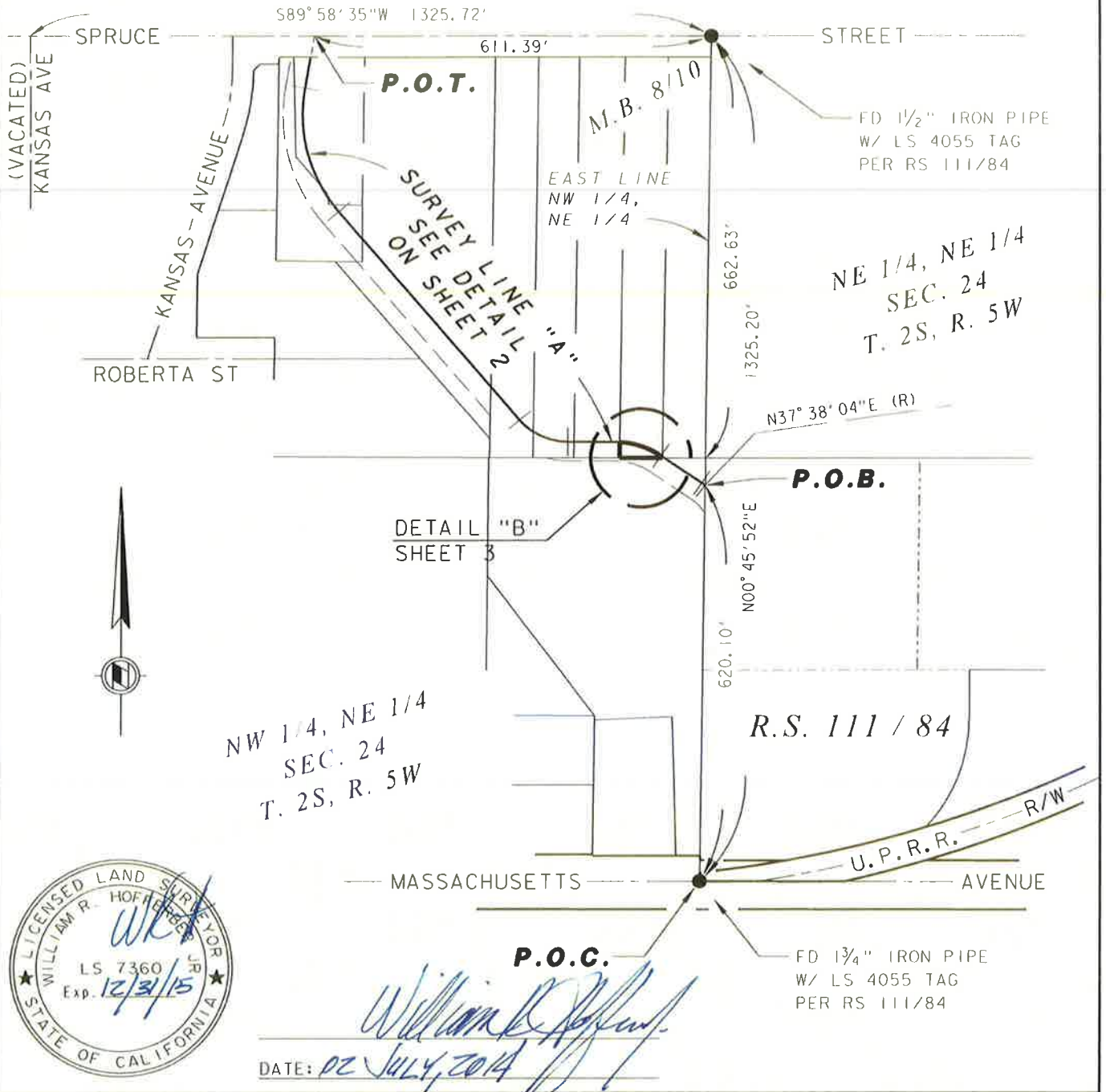

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089174, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.



William R. Hoffmeyer
 DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		SCALE: NO SCALE	PREPARED BY: CJC
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	JUN-30-2014	SHEET NO. 1 OF 3
	PARCEL 1122-22		

Exhibit "B"

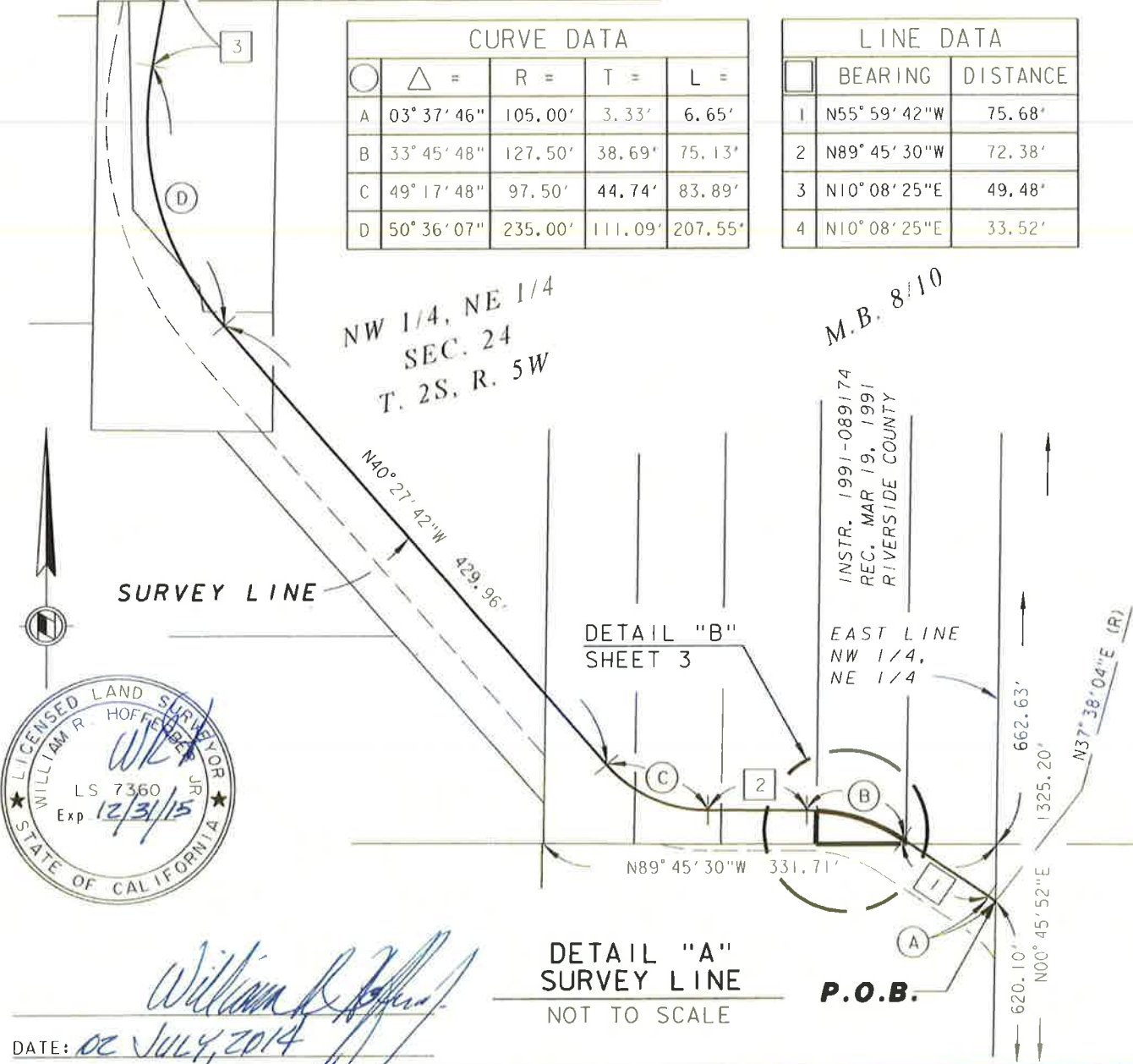
ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089174, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

P.O.T.



CURVE DATA				
⊙	△ =	R =	T =	L =
A	03° 37' 46"	105.00'	3.33'	6.65'
B	33° 45' 48"	127.50'	38.69'	75.13'
C	49° 17' 48"	97.50'	44.74'	83.89'
D	50° 36' 07"	235.00'	111.09'	207.55'

LINE DATA		
	BEARING	DISTANCE
1	N55° 59' 42" W	75.68'
2	N89° 45' 30" W	72.38'
3	N10° 08' 25" E	49.48'
4	N10° 08' 25" E	33.52'



William R. Hoffmeyer
 DATE: 02 JULY, 2014

DETAIL "A"
 SURVEY LINE
 NOT TO SCALE

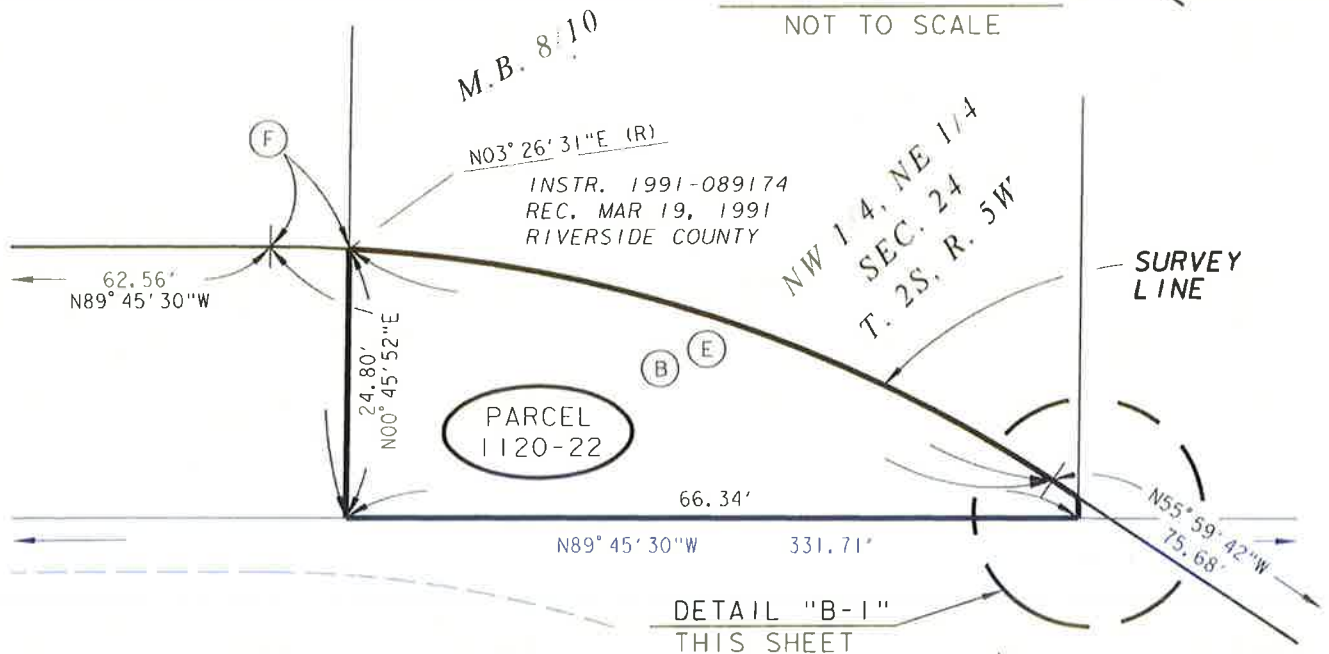
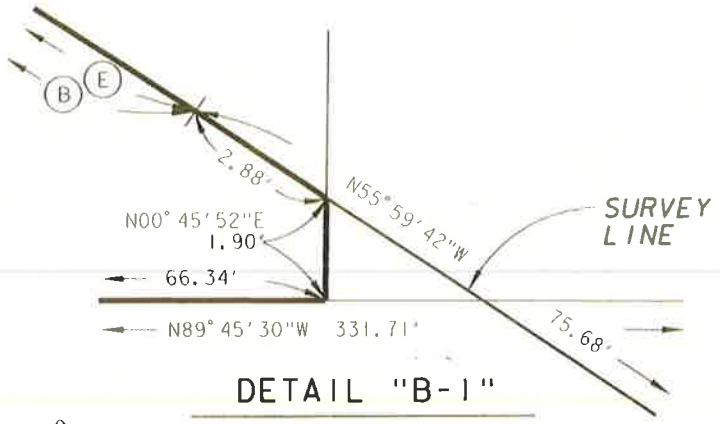
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3		SCALE: NO SCALE	PREPARED BY: CJC
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	PARCEL 1120-22		

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089174, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

CURVE DATA				
Circle	Δ =	R =	T =	L =
B	33° 45' 48"	127.50'	38.69'	75.13'
E	30° 33' 47"	127.50'	34.84'	68.01'
F	03° 12' 01"	127.50'	3.56'	7.12'



DETAIL "B"
NOT TO SCALE



William R. Hopper

DATE: *02 JULY, 2014*



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3			
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	PARCEL 1120-22	NO SCALE	CJC
		JUN-30-2014	SHEET NO. 3 OF 3

EXHIBIT A

University Wash Channel Stage 3 Parcel 1120-23

All that portion of the northwest one-quarter of the northeast one-quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, located in the city of Riverside, county of Riverside, state of California, as conveyed in Instrument No. 1991-089173, recorded March 19, 1991, records of said county, being more particularly described as lying southwesterly of the following described line:

Commencing at the point of intersection of the east line of said northwest one-quarter of the Northeast one-quarter of Section 24 and the centerline of Massachusetts Avenue, said point being marked by a 1 $\frac{3}{4}$ " iron pipe with LS 4055 tag as shown on Record of Survey Book 111, Page 84, records of said county;

Thence North 00° 45' 52" East 620.10 feet along said east line to the beginning of a non-tangent curve, concave southwesterly, having a radius of 105.00 feet, to which a radial line bears North 37° 38' 04" East, said point also being the Point of Beginning;

Thence northwesterly along said curve through a central angle of 03° 37' 46" an arc distance of 6.65 feet;

Thence North 55° 59' 42" West 75.68 feet to the beginning of a curve, concave southwesterly, having a radius of 127.50 feet;

Thence westerly along said curve through a central angle of 33° 45' 48" an arc distance of 75.13 feet;

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Thence North 40° 27' 42" West 429.96 feet to the beginning of a curve, concave easterly, having a radius of 235.00 feet;

Thence northerly along said curve through a central angle of 50° 36' 07" an arc distance of 207.55 feet;

Thence North 10° 08' 25" East 83.00 feet to a point on the centerline of Spruce Street as shown on said Record of Survey, said point lying South 89° 58' 35" West 611.39 feet from the point of intersection of said east line with said centerline, being marked by a 1 $\frac{1}{2}$ " iron pipe with LS 4055 tag as shown on said Record of Survey, said point also being the Point of Terminus.



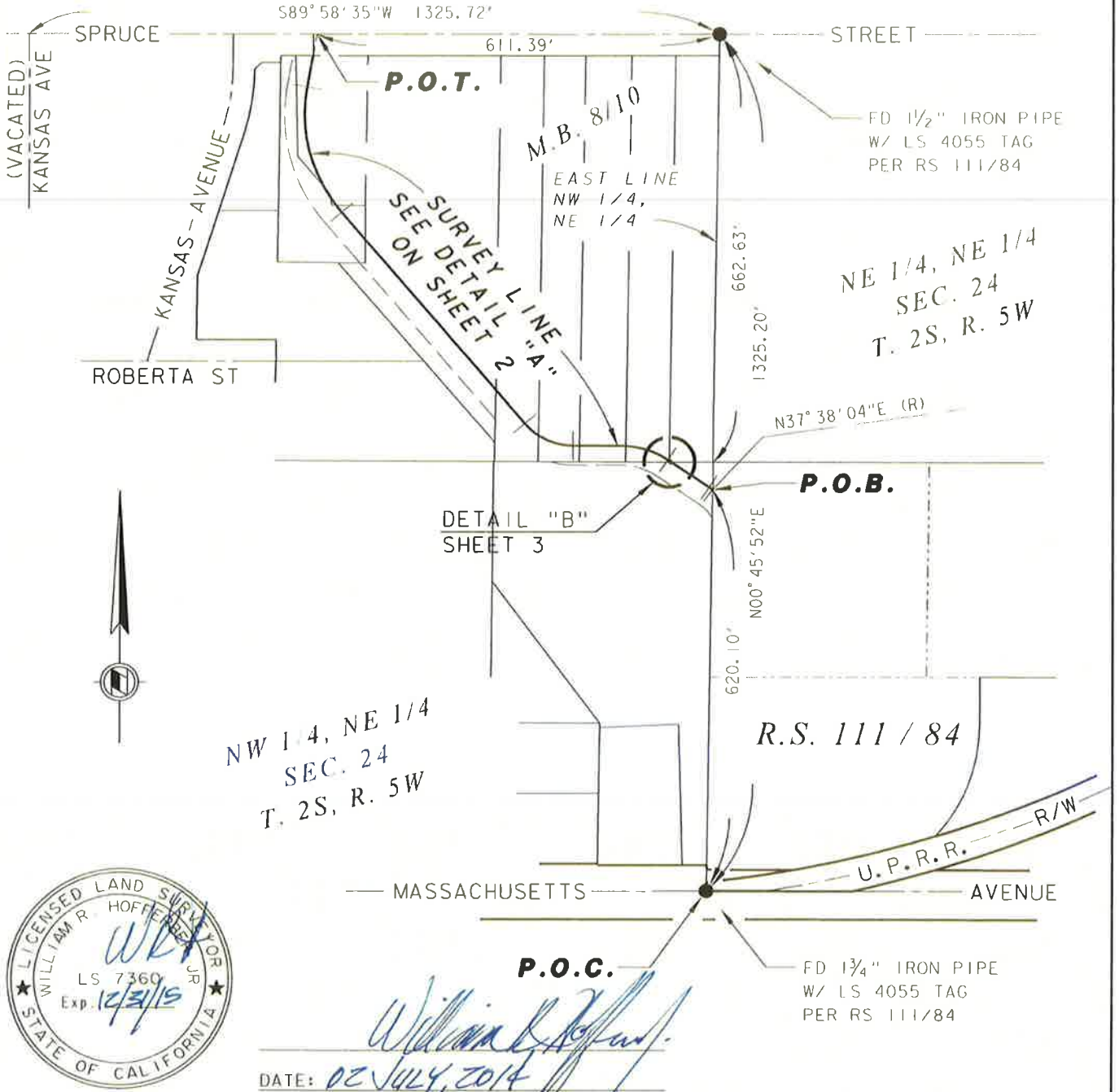

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 02 JULY, 2014

Exhibit "B"

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William R. Hoffmann
 DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: UNIVERSITY WASH CHANNEL STG 3			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1120-23	NO SCALE	CJC
		JUN-30-2014	SHEET NO. 1 OF 3

Exhibit "B"

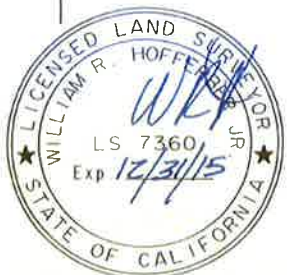
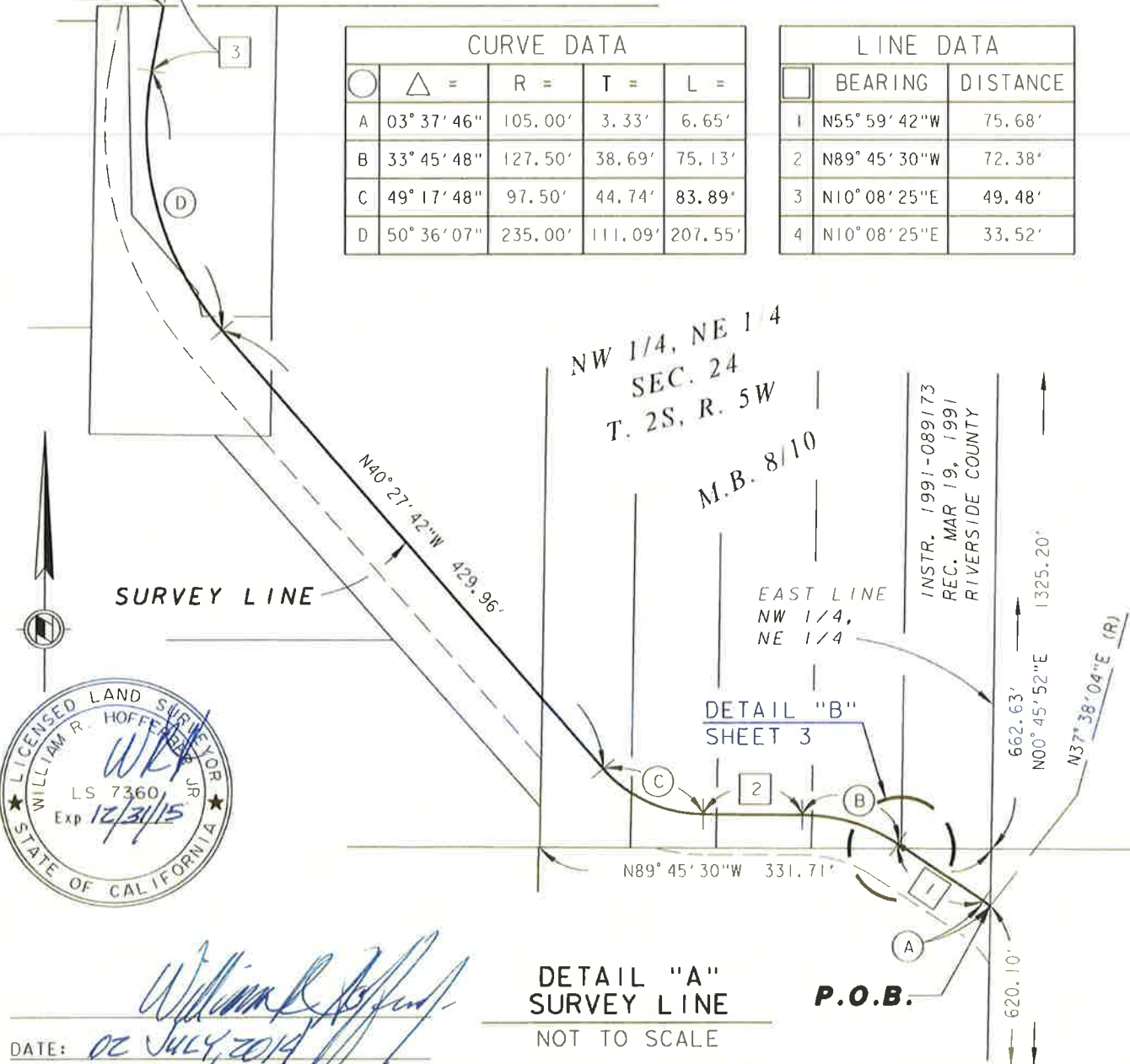
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P.O.T.



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4	N10° 08' 25"E	33.52'



William R. Hoffert

DATE: 02 JULY 2014

**DETAIL "A"
SURVEY LINE**
NOT TO SCALE

P.O.B.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

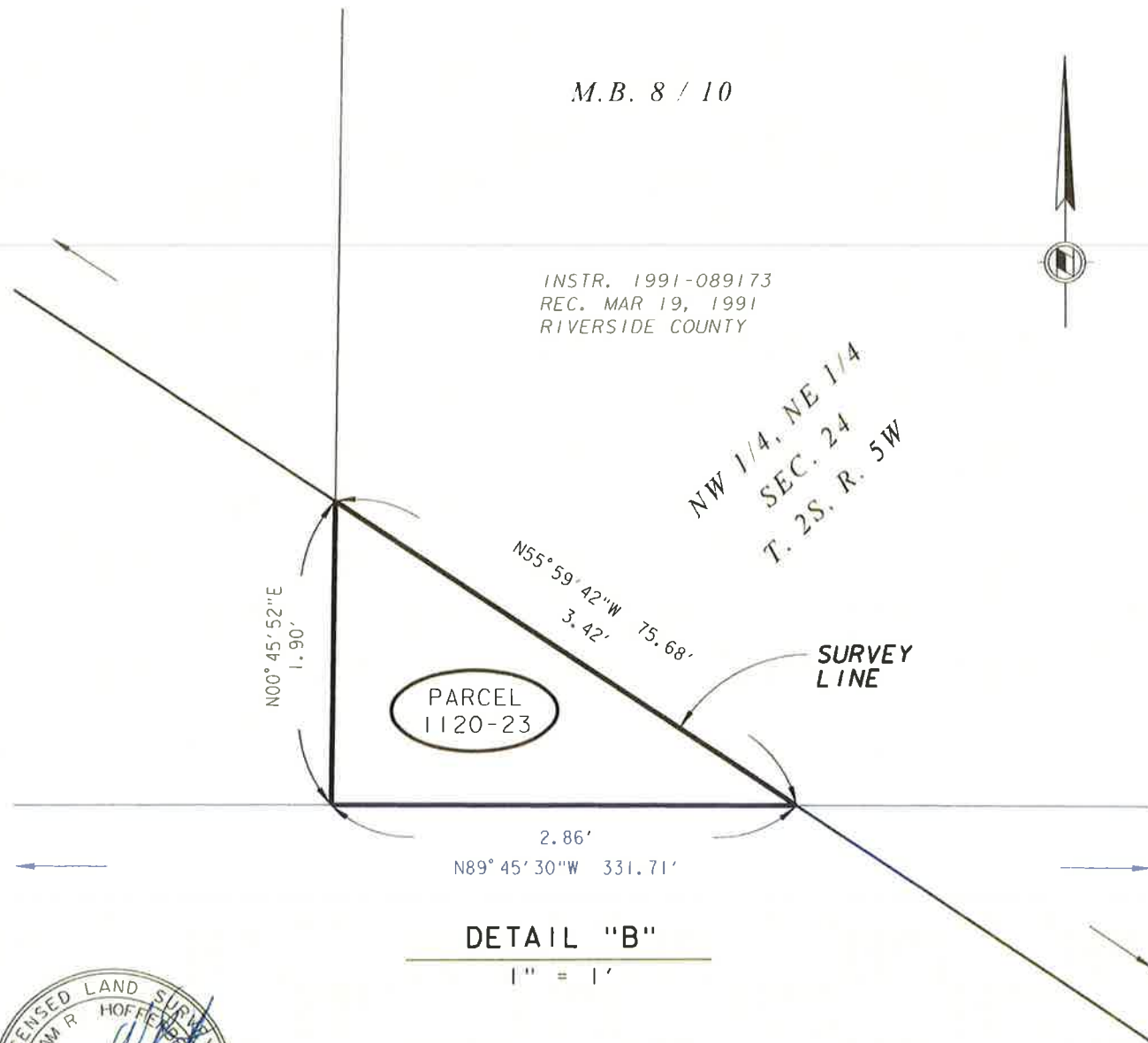
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	PARCEL 1120-23	NO SCALE	CJC
		JUN-30-2014	SHEET NO. 2 OF 3

Exhibit "B"

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS CONVEYED IN INSTRUMENT NO. 1991-089173, RECORDED MARCH 19, 1991, RECORDS OF SAID COUNTY.

M.B. 8 / 10

INSTR. 1991-089173
REC. MAR 19, 1991
RIVERSIDE COUNTY



DETAIL "B"

1" = 1'



William R. Hoffmeyer
DATE: 02 JULY, 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

UNIVERSITY WASH CHANNEL STG 3

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 1120-23

SCALE:

1" = 1'

JUN-30-2014

PREPARED BY:

CJC

SHEET NO.

3 OF 3

Notice of Determination

To: Office of Planning and Research

For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Street Address:
1400 Tenth Street
Sacramento, CA 95814

From: Riverside County Flood Control
1995 Market Street
Riverside, CA 92501
Contact: Kris Flanigan
Phone: 951.955.8581

Lead Agency (if different from above):

SUBJECT:**Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.**State Clearinghouse Number (if submitted to State Clearinghouse): SCH 2014031054**Project Title:**

Authorization to Purchase Permanent Easement Interests in Real Property, University Wash Channel Storm Drain, Stage 3.

Project Location (include county)

The proposed project site is generally bound by Spruce Street to the north, Chicago Avenue to the east, Massachusetts Avenue and Durahart Street to the south, and Kansas Avenue to the west in the city of Riverside, County of Riverside. The proposed project is located within Township 2 South, Range 5 West, Section 24 of the Riverside East, California USGS 7.5-minute quadrangle map.

Project Description

The proposed action is to authorize the purchase of permanent easement interests in real property located in the city of Riverside, State of California, Assessor's Parcel Number 210-120-005, 210-120-007, 210-120-008, 210-120-009, 210-120-010, 210-120-011, and 210-120-012. The acquired area consists of approximately 1.65 acres. A Purchase Agreement that covers the Permanent Easements, Temporary Construction Easements, and Aggregate Base Materials has been negotiated between the District and the property owner.

This is to advise that the Riverside County Flood Control and Water Conservation District has approved the above described project on Lead Agency or Responsible Agency)

project on To be determined, 2015 and has made the following determinations regarding the above-described project:
(Date)

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were not made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration is available to the General Public at: The Office of the Clerk to the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

Signature (Public Agency)_____
Title_____
Date

Date received for filing at OPR:

Revised 2004

Authority cited: Sections 21083 and 21087, Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 9/23/2015 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25110
DEPT ID: 947400 PROGRAM: _____

AMOUNT: \$50.00

REF:

Authorization to purchase permanent easement interests in real property CEQA NOTICE OF DETERMINATION POSTING FOR 221-1-8-00120-03-30

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY:

Michael Reyes

MR 9/23/15

PRESENTED BY:

Tom Rheiner

EXT 54643

CONTACT:

Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____
