

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



306A

**FROM:** Economic Development Agency/ Facilities Management  
and Transportation Department

**SUBMITTAL DATE:**  
April 14, 2011

**SUBJECT:** Acquisition Agreement and Temporary Construction Agreement for the State Route 79  
(Winchester) Road Widening Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcels 21148-1 and 0527-017 and Temporary Construction Agreement for Parcel 21148-2 all within portions of Assessor's Parcel Numbers 466-050-009, 466-050-010, and 466-050-011;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

\_\_\_\_\_  
Juan C. Perez, Director  
Transportation Department

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 566,000	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

<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: Jennifer Sargent  
Jennifer Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 26, 2011  
**xc:** EDA, Transp., Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By: Kecia Harper-Ihem  
Deputy

**Prev. Agn. Ref.:** 3.14 of 3/24/09

**District:** 3

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.30**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 4/15/11  
 SAMUEL WONG  
 Department Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY: Cynthia M. Guinzel 3-23-11  
 SYNTHIA M. GUINZEL  
 Department Concurrence

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

**RECOMMENDED MOTION: (Continued)**

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and,
4. Authorize and allocate the sum of \$491,127 to purchase Parcels 21148-1 and 0527-017 and \$58,873 for a temporary construction easement on Parcel 21148-2 all within a portion of Assessor's Parcel Numbers 466-050-009, 466-050-010, and 466-050-011 and \$16,000 to pay all related transaction costs.

**BACKGROUND:**

Winchester Road (SR-79) is one of the key north-south corridors in Southwest Riverside County. Due to significant regional and local growth, a project to widen SR-79 from Thompson Road to Domenigoni Parkway has been proposed. The project would widen this section of SR-79 from two to four lanes in accordance with the Memorandum of Understanding between the State of California Department of Transportation (CalTrans), County of Riverside Transportation Department and the City of Murrieta, adopted on June 15, 2004, which will address the traffic needs of the area, enhance interregional travel, relieve traffic congestion, improve traffic safety, and reduce response time for emergency service vehicles. The improvement of SR-79 is a major priority for Supervisor Stone and the need has been recognized by Riverside County Transportation Department, the City of Murrieta, the City of Temecula, and CalTrans.

The Economic Development Agency (EDA) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 466-050-009, 466-050-010, and 466-050-011 from CAS Development, LLC (CAS) for a price of \$550,000. There are costs of \$16,000 associated with this transaction. CAS will execute a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Numbers 466-050-009, 466-050-010, and 466-050-011, referenced as Parcel 21148-1 and a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 466-050-009, referenced as Parcel 0527-017.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary for the acquisition and temporary construction easement for portions of Assessor's Parcel Numbers 466-050-009, 466-050-010, and 466-050-011:

Acquisition:	\$491,127
Temporary Construction Easement:	\$ 58,873
Estimated Title and Escrow Charges:	\$ 6,000
Preliminary Title Report:	\$ 0
Appraisal:	\$ 0
EDA Real Property Staff Time:	\$ 10,000
<b>Total Estimated Acquisition Costs:</b>	<b>\$566,000</b>

(Continued)

Economic Development Agency/ Facilities Management and Transportation Department  
Acquisition Agreement and Temporary Construction Agreement for the State Route 79 (Winchester)  
Road Widening Project  
April 14, 2011  
Page 3

**FINANCIAL DATA:** (Continued)

EDA has already covered the costs for the due diligence (appraisal and preliminary title report) and will be or has been reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

Attachments:

Acquisition Agreement  
Temporary Construction Agreement

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PROJECT: STATE ROUTE 79  
(WINCHESTER) ROAD  
WIDENING  
PARCELS: 21148-1 and 0527-017  
APN: 466-050-009 (portion), 466-050-010 (portion) and 466-050-011 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and CAS DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY, herein called "Grantor".

Grantor has executed and will deliver to Stephi A. Villanueva, Supervising Real Property Agent for the County or to the designated escrow company, a Grant Deed in favor of the State of California dated \_\_\_\_\_, identifying a portion of Assessor's Parcel Numbers 466-050-009, 466-050-010 and 466-050-011, referenced as Parcel 21148-1 and described on Attachment "A" attached hereto and made a part hereof, a Grant Deed in favor of the County of Riverside dated \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 466-050-009, referenced as Parcel 0527-017 and described on Attachment "A" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Four Hundred Ninety-One Thousand One Hundred Twenty Seven Thousand Dollars (\$491,127) for the property, or interest therein, conveyed by said deed(s), when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

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

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

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

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

11           D.     Construct four lanes on State Route 79 between Domenigoni  
12 Parkway and Thompson Road. The portions bordering Assessor's Parcel Numbers  
13 466-050-009, 466-050-010, and 466-050011 shall be constructed at the ultimately  
14 westerly pavement limit with no funding to be provided by Grantor. The improvements  
15 shall be constructed in conformance to Attachment "B-1" attached hereto and made a  
16 part hereof.

17           E.     Construct a traffic signal with full turning movements at the  
18 intersection of Old Newport Road and SR 79, at County's sole expense as part of the  
19 Project, as shown on Attachment "B-2" attached hereto and made a part hereof.

20           F.     Attached hereto as Attachment "C" and incorporated herein is a  
21 letter dated November 9, 2010 from the County's Transportation and Land  
22 Management Agency to the County's Economic Development Agency (the  
23 "Inducement Letter"). Each and all of the covenants, agreements and undertakings of  
24 the County Transportation Department set forth in the Inducement Letter shall be  
25 deemed covenants, agreements and undertakings running in favor of Grantor, it being  
26 expressly understood that Grantor would not have entered this Agreement without  
27 them.

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1 G. As to Sections 1A, 1D, and 1E, the closing and payment would occur the  
2 later of ten (10) business days after (i) Project receives Federal funding or (ii) Bank of  
3 America provides a partial reconveyance and its closing instructions, provided that if  
4 the closing has not occurred on or before December 31, 2011, then either side may  
5 terminate the agreement upon not less than thirty (30) days written notice to the other.  
6 The County could elect to nullify Grantor's termination notice by paying the purchase  
7 price within that thirty (30) day period.

8 2. Grantor shall:

9 A. Represents and warrant that during the period of Grantor's  
10 ownership of the property, there have been no disposals, releases or threatened releases  
11 of hazardous substances or hazardous wastes on, from or under the property. Grantor  
12 further represents and warrants that grantor has no knowledge of any disposal, release of  
13 hazardous substances or hazardous wastes on, from, or under the property which may  
14 have occurred prior to Grantor taking title to the property.

15 The acquisition price of the property being acquired in this transaction  
16 reflects the fair market value of the property without the presence of contamination. If the  
17 property being acquired is found to be contaminated by the presence of hazardous waste  
18 which requires mitigation under Federal or State law, the County may elect to recover its  
19 cleanup cost from those who caused or contributed to the contamination. Subject to the  
20 foregoing representations, the County is acquiring the Property on an "as is" basis,  
21 without any other representations or warranties from Grantor.

22 3. Any and all moneys payable under this contract, up to and including the  
23 total amount of unpaid principal and interest on the note secured by Deed of Trust  
24 recorded December 22, 2009, as Instrument No. 2009-0655402, Official Records of  
25 Riverside County, shall, upon demand, be made payable to the beneficiary entitled  
26 thereunder; said beneficiary to provide a partial reconveyance of portions of Assessor's  
27 Parcel Numbers 466-050-009, 466-050-010 and 466-050-011, and to furnish Grantor  
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1 with good and sufficient receipt showing said moneys credited against the  
2 indebtedness secured by said Deed of Trust.

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

5 4. It is mutually understood and agreed by and between the parties hereto  
6 that the right of possession and use of the subject property by County, including the  
7 right to remove and dispose of improvements, shall commence upon the recordation of  
8 Grant Deeds and the consideration set forth in Section 1A is paid.

9 The amount shown in Paragraph 1A includes, but is not limited to, full payment  
10 for such possession and use.

11 5. Subject to and conditioned upon the payment by the County of the sum of  
12 \$491,127, Grantor hereby agrees and consents to the dismissal of any condemnation  
13 action which has been or may commenced by County in the Superior Court of  
14 Riverside County to condemn said land, and waives any and all claim to money that  
15 has been or may be deposited in court in such case or to damages by reason of the  
16 filing of such action.

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

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

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





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Dated 17 March 11

**GRANTOR:**

CAS Development, LLC, a Limited Liability Company

By: [Signature]  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**COUNTY OF RIVERSIDE:**

By: Bob Buster  
Bob Buster, Chairman  
Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

**APPROVED AS TO FORM:**

PAMELA J. WALLS, County Counsel

By: [Signature]  
Deputy

**SYNTHIA M. GUNZEL**

## **ATTACHMENT "A"**

Exhibit "A": Legal Descriptions and Exhibit "B": Depictions

A portion of Assessor's Parcel Numbers 466-050-009, 466-050-010 and 466-050-011, referenced as Parcel 21148-1 in favor of the State of California

A portion of Assessor's Parcel Number 466-050-009, referenced as Parcel 0527-017 in favor of the County of Riverside

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEEDS RECORDED JUNE 16, 2006, AS INSTRUMENT NO. 438097 AND INSTRUMENT NO. 438100, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY, FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 12.246 METERS, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), AS SHOWN ON SAID RECORD OF SURVEY AND DESCRIBED BY EASEMENT DOCUMENT RECORDED MAY 24, 1949 IN OFFICIAL RECORD BOOK 1079, PAGES 96 THROUGH 98, INCLUSIVE, RECORDS OF SAID RECORDER OF SAID COUNTY;

THENCE S 02°40'12" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.100 METERS TO THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON SAID RECORD OF SURVEY, SAID NORTHEAST CORNER BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 02°40'12" E, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 166.083 METERS, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1813.381 METERS, SAID CURVE IS CONCENTRIC WITH AND 15.238 METERS WESTERLY OF, AS MEASURED RADIALLY TO, THE CENTERLINE OF SAID STATE ROUTE 79;

THENCE CONTINUING SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°41'28", AN ARC DISTANCE OF 21.873 METERS, TO THE EAST LINE OF SAID SECTION 4;

THENCE S 00°59'10" W, ALONG SAID EAST LINE OF SECTION 4, A DISTANCE OF 110.502 METERS, TO THE SOUTH LINE OF PARCEL 3, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG SAID SOUTH LINE OF PARCEL 3, A DISTANCE OF 15.945 METERS, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1795.094 METERS AND AN INITIAL RADIAL BEARING OF S 88° 28' 09" E, SAID CURVE IS CONCENTRIC WITH AND 33.525 METERS WESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE NORTHERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 04°12'03", AN ARC DISTANCE OF 131.613 METERS, TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 02°40'12" W, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 166.833 METERS, TO THE NORTH LINE OF SAID PARCEL 1 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE N 89°40'40" E, ALONG SAID NORTH LINE OF PARCEL 1, A DISTANCE OF 18.302 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 5,265.8 SQUARE METERS, 56,680 SQUARE FEET, OR 1.301 ACRES, MORE OR LESS.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION (CONTINUED)**

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT A PORTION OF THE GRANTOR'S REMAINING PROPERTY IS LANDLOCKED, AND WITHOUT DIRECT ACCESS TO SAID STATE HIGHWAY OR TO ANY PUBLIC OR PRIVATE ROAD, AND GRANTORS HEREBY RELIEVE GRANTEE OF ANY LIABILITY TO PROVIDE ACCESS TO THE REMAINING LANDLOCKED PROPERTY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP24.80-21148 (21148-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 9/10/09



**EXHIBIT "B"**

08-RIV-79-KP24.80-21148 (21148-1)



PM 28605  
PM 203/99-102

SECTION 33  
T.5S., R.2W., S.B.M.

SECTION 34  
T.5S., R.2W., S.B.M.

P.O.C.  
NE CORNER SECTION 4

N 89°40'40" E APN 466-050-015

NEWPORT ROAD

SECTION 4  
T.6S., R.2W., S.B.M.

T.P.O.B.

SECTION 3  
T.6S., R.2W., S.B.M.

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

APN 466-050-009

**21148-1**

5,265.8 SQ. M  
56,680 SQ. FT.  
1.301 AC.

APN 466-050-010

SHEET 2

SHEET 3

GRANT DEED  
INST. # 438100  
REC. 06/16/2006

APN 466-050-011

PM 15532  
PM 115/57-66  
PCL 1

RS 46/12  
PCL 4

SR 79  
CAL

▬▬▬ INDICATES RESTRICTED ACCESS



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21148-1

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

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

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/16/09

SHEET 1 OF 3

**EXHIBIT "B"**

PM 28605  
PM 203/99-102

08-RIV-79-KP24.80-21148 (21148-1)

SECTION 34

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

SECTION 33  
T.5S., R.2W., S.B.M.

-P.O.C.  
NE CORNER SECTION 4

N.T.S.

SECTION LINE

N 89°40'40" E

6.095

APN 466-050-015

SECTION LINE

C/L - NEWPORT ROAD

-T.P.O.B.

SECTION 4

T.6S., R.2W., S.B.M.

SECTION 3

RS 46/12

PCL 1

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

INDICATES RESTRICTED ACCESS  
APN 466-050-009

R/W PER  
O.R. 1079/96-98  
REC. 05/24/1949

LINE DATA

- ① S 89°40'40" W - 12.246
- ② S 02°40'12" E - 6.100
- ④ S 00°59'10" W - 110.502
- ⑦ N 89°40'40" E - 18.302

CURVE DATA

- (A)  $\Delta = 05^{\circ}44'05''$   
R = 1828.619  
L = 183.026  
T = 91.590

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

- (B)  $\Delta = 00^{\circ}41'28''$   
R = 1813.381  
L = 21.873  
T = 10.937

**21148-1**  
5,265.8 SQ. M  
56,680 SQ. FT.  
1.301 AC.

- (C)  $\Delta = 04^{\circ}12'03''$   
R = 1795.094  
L = 131.613  
T = 65.836

PCL 2

APN 466-050-010

GRANT DEED  
INST. # 438100  
REC. 06/16/2006

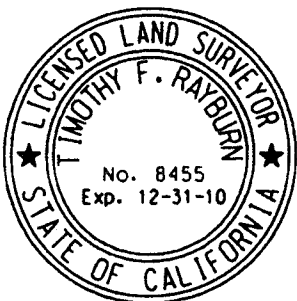
APN 466-050-011

PCL 3

R/W PER  
O.R. 1045/70-72  
REC. 01/18/1949

PM 15532  
PM 115/57-66  
PCL 1

SEE SHEET 3



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21148-1

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

SCALE: N.T.S.

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

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/10/09

SHEET 2 OF 3

# EXHIBIT "B"

08-RIV-79-KP24.80-21148 (21148-1)

SEE SHEET 2

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

APN 466-050-009

N.T.S.

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

APN 466-050-010

**21148-1**

5,265.8 SQ. M  
56,680 SQ. FT.  
1.301 AC.

RS 46/12

▬▬▬ INDICATES RESTRICTED ACCESS

GRANT DEED  
INST. # 438100  
REC. 06/16/2006

APN 466-050-011

PCL 3

S 88°28'09" E (R)

PCL 4

SECTION 4

T.6S., R.2W., S.B.M.

R/W PER  
O.R. 1079/96-98  
REC. 05/24/1949

### LINE DATA

- ③ S 02°40'12" E - 166.083
- ④ S 00°59'10" W - 110.502
- ⑤ S 89°40'40" W - 15.945
- ⑥ N 02°40'12" W - 166.833

### CURVE DATA

- Ⓐ Δ = 05°44'05"  
R = 1828.619  
L = 183.026  
T = 91.590
- Ⓑ Δ = 00°41'28"  
R = 1813.381  
L = 21.873  
T = 10.937
- Ⓒ Δ = 04°12'03"  
R = 1795.094  
L = 131.613  
T = 65.836

R/W PER  
O.R. 1045/70-72  
REC. 01/18/1949

PM 15532

PM 115/57-66

PCL 1

SECTION 3

T.6S., R.2W., S.B.M.

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21148-1

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

SCALE: N.T.S.

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

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/10/09

SHEET 3 OF 3



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN A GRANT DEED RECORDED JUNE 16, 2006, AS INSTRUMENT NO. 438097, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 30.298 METERS;

THENCE S 00°19'20" E, A DISTANCE OF 6.095 METERS TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), SAID POINT BEING ON THE NORTH LINE OF PARCEL 1, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 02°40'12" E, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF, SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 10.206 METERS, TO A POINT 16.292 METERS SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE S 89°40'40" W, PARALLEL WITH, AND DISTANT 16.292 METERS SOUTHERLY OF SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 47.141 METERS;

THENCE N 00° 19' 20" W, A DISTANCE OF 10.197 METERS, TO A POINT ON THE NORTH LINE OF SAID PARCEL 1;

THENCE N 89° 40' 40" E, ALONG SAID NORTH LINE OF PARCEL 1, A DISTANCE OF 46.723 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 478.6 SQUARE METERS, 5,151 SQUARE FEET, OR 0.118 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0527-017

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Stanley A. Reed*

DATE: 9/30/09

PAGE 1 OF 1





EXHIBIT "B"

0527-017

SECTION 33

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

PM 28605

PM 203/99-102



R/W PER LOT "E" PM 28605 203/99-102

T.P.O.B.

P.O.C.

NE CORNER SECTION 4

SECTION 34

NEWPORT ROAD

SECTION LINE N 89° 40' 40" E

APN 466-050-015

13.410

RS 46/12

PCL 1

16.292

0527-017

478.6 SQ. M  
5,151 SQ. FT.  
0.118 AC.

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

APN 466-050-009

SECTION 3

LINE DATA

- ① S 89° 40' 40" W - 30.298
- ② S 00° 19' 20" E - 6.095
- ③ S 02° 40' 12" E - 10.206
- ④ S 89° 40' 40" W - 47.141
- ⑤ N 00° 19' 20" W - 10.197
- ⑥ N 89° 40' 40" E - 46.723

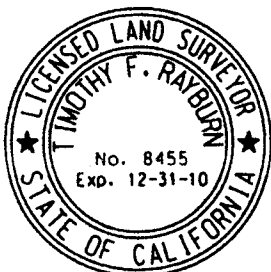
PM 15532

PM 115/57-66

SECTION 4

T.6S., R.2W., S.B.M.

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PAR. NO.: 0527-017

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

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

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/30/09

SHEET 1 OF 1

## **ATTACHMENT "B"**


Attachment B-1: Right of Way Details Map

Attachment B-2: Old Newport Road Traffic Signal Plan



vomulus\Proj\Riverside\CaCounty\321965\Documents\Exhibits\_PDF\ROW-Acq\Agree-Exhibit-CD1.dgn 06/30/2010

**LEGEND:**

- |   |                                |   |
|---|--------------------------------|---|
| --- Temporary Construction Easement (TCE)                 | Right-of-Way Take Area         | <br>0 0.05<br>Mile<br>0 0.05<br>Kilometer<br>1:3,000 |
| --- Ultimate (Dedicated) (220 ft) or Project Right-of-Way | TCE Area                       |   |
| --- Utility Easement                                      | Slope & Drainage Easement Area |   |
| --- Slope & Drainage Easement                             | Slope Easement Area            |   |
| --- Drainage Easement                                     | Drainage Easement Area         |   |
| --- Slope Easement  | Utility Easement Take Area     |   |
| --- Proposed Edge of Pavement                             | Domenigoni Proposed Road       |   |
| --- Existing Right-of-Way                                 |                                |   |
| --- Parcel Boundary                                       |                                |   |
| --- Centerline  |                                |   |

**Exhibit A - Right-of-Way Details  
CAS Development Properties  
Map 1 of 1**

State Route 79 Widening Project  
Thompson Road to Domenigoni Parkway



DIST	COUNTY	ROUTE	POST MILE	SHEET TOTAL
08	RIV	79	R19.7/R25.5	104

REGISTERED CIVIL ENGINEER

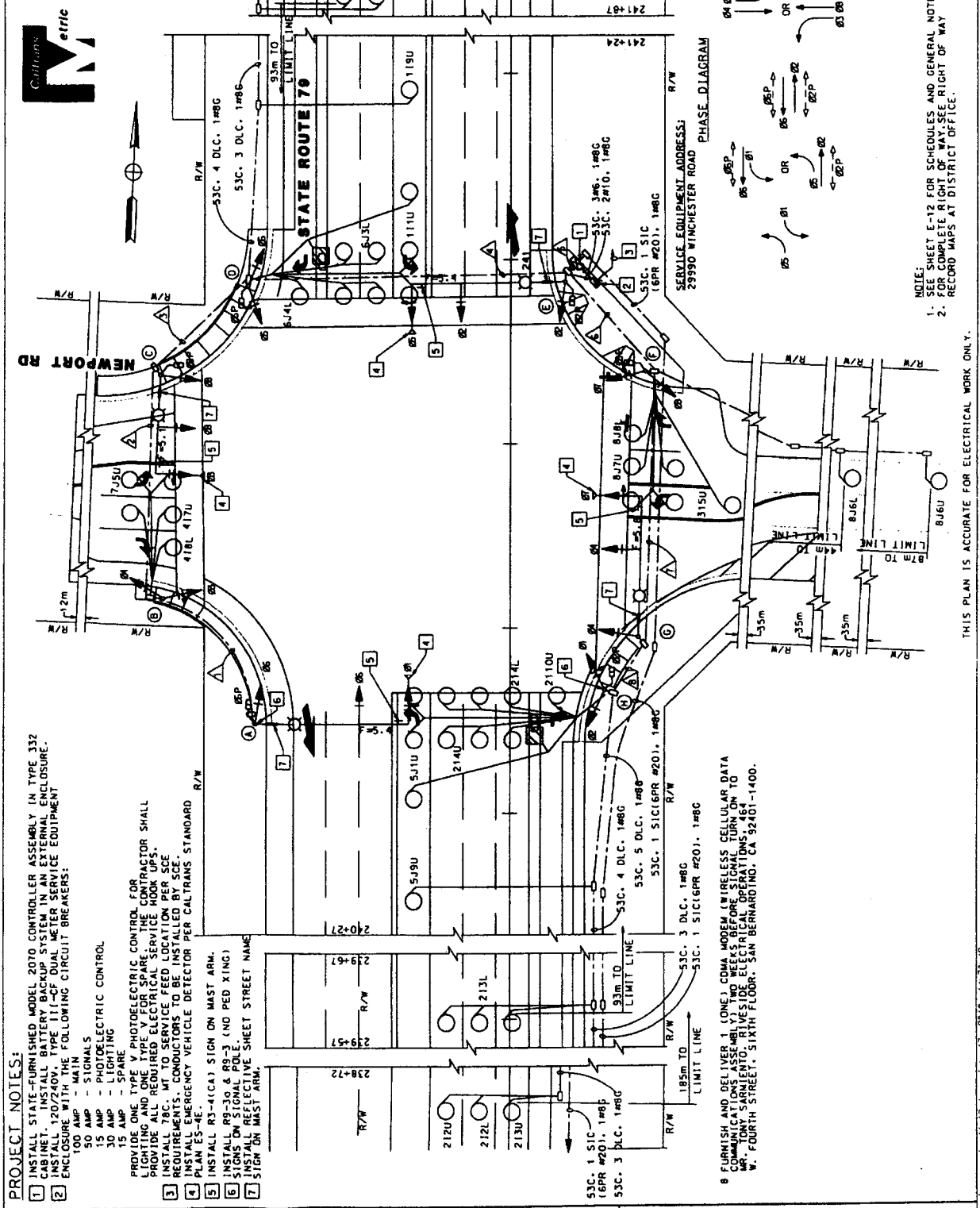
PLANS APPROVAL DATE

THE SEAL OF CONTRACTORS OF THE DISTRICT OF CALIFORNIA IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE SIGNATURE OF A REGISTERED CIVIL ENGINEER.

CONTRACT NO. 14890 SEVENTH STREET, UNIT B  
 14890 SEVENTH STREET, UNIT B  
 VICTORVILLE, CA 92395

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 3525 14TH STREET  
 RIVERSIDE, CA 92501

SC ENGINEERING  
 14890 SEVENTH STREET, UNIT B  
 VICTORVILLE, CA 92395



**PROJECT NOTES:**

1. INSTALL STATE-FURNISHED MODEL 2070 CONTROLLER ASSEMBLY IN TYPE 332 CABINET. INSTALL BATTERY BACKUP SYSTEM IN AN EXTERNAL ENCLOSURE. INSTALL 120/240V, TYPE 111-CF DUAL METER SERVICE EQUIPMENT ENCLOSURE WITH THE FOLLOWING CIRCUIT BREAKERS:  
 100 AMP - MAINS  
 30 AMP - PHOTOELECTRIC CONTROL  
 30 AMP - LIGHTING  
 15 AMP - SPARE
2. PROVIDE ONE TYPE V PHOTOELECTRIC CONTROL FOR LIGHTING AND ONE TYPE V FOR SPARE. THE CONTRACTOR SHALL INSTALL ALL REQUIRED ELECTRICAL SERVICE HOOK UPS, INCLUDING 8C, MC, AND SERVICE FEED LOCATION PER SEE. REQUIREMENTS TO BE OBSERVED PER CALTRANS STANDARD PLAN ES-4E.
3. INSTALL R3-(1CA) SIGN ON MAST ARM.
4. INSTALL R9-30 & R9-3 (NO PED XING) SIGN ON SIGNAL POLE.
5. INSTALL REFLECTIVE SHEET STREET NAME SIGN ON MAST ARM.

6. FURNISH AND DELIVER 1 ONE, COMA MODEL (WIRELESS CELLULAR DATA (6PR #20), 1#88) AND ONE, COMA MODEL (WIRELESS CELLULAR DATA (6PR #20), 1#88) FOR STATION #201. CONTACT TONY SARNIANTO, RIVERSIDE ELECTRICAL OPERATIONS, 464 W. FOURTH STREET, SIXTH FLOOR, SAN BERNARDINO, CA 92401-1400.

7. SIGN ON MAST ARM.

NOTE:  
 1. SEE SHEET E-12 FOR SCHEDULES AND GENERAL NOTES.  
 2. FOR COMPLETE RIGHT OF WAY, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.

DESIGN OVERSIGHT	DESIGNED BY	DATE
REVISIONS	CHECKED BY	DATE
DATE	DATE	DATE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**CONTRA COSTA PROJECT DEVELOPMENT**  
**JON BUMPS**

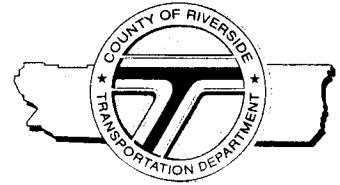
**ATTACHMENT "C"**



# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### Transportation Department



*Juan C. Perez, P.E., T.E.  
Director of Transportation*

November 9, 2010

Ms. Stephi Villanueva  
Economical Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

Dear Ms. Villanueva:

Re: SR 79 (Winchester) Road Widening Project  
CAS Development  
Assessor's Parcel Numbers: 466-050-009, -010, and -011  
Parcel Numbers 21148-1, 21148-2, and 0527-017

The County Transportation Department has reviewed the request of the property owner for the placement of a septic system and driveway placement at the above mentioned site. The Department is committed to assisting the property owner through the development approval process and agree to the following:

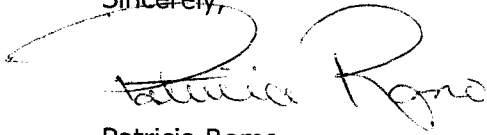
- The Department of Environmental Health (DEH) will accept for review the proposed use of an Onsite Wastewater Treatment System (OWTS) and/or Advanced Treatment Unit (ATU) for the subject property provided that the following criteria can be met:
  - Sanitary Sewer is not available as defined by the most current Uniform Plumbing Code.
  - A satisfactory detailed soils percolation report performed in accordance with the DEH Technical Guidance Manual has been reviewed and approved by the Department.
  - The cumulative discharges of waste flows are in compliance with the Regional Water Quality Control Board water quality standards.
  - There is sufficient area on the property for the proposed OWTS and/or ATU wastewater dispersal area including an area for 100% expansion.
  - All proposed OWTS and/or ATU must meet all required setbacks.
  - There is sufficient separation between the bottom of the proposed wastewater dispersal trench and groundwater.
  - There are sufficient soils for treatment (as defined by County Ordinance 650.5) at the proposed wastewater dispersal area.

Ms. Stephi Villanueva  
November 9, 2010  
Page 2

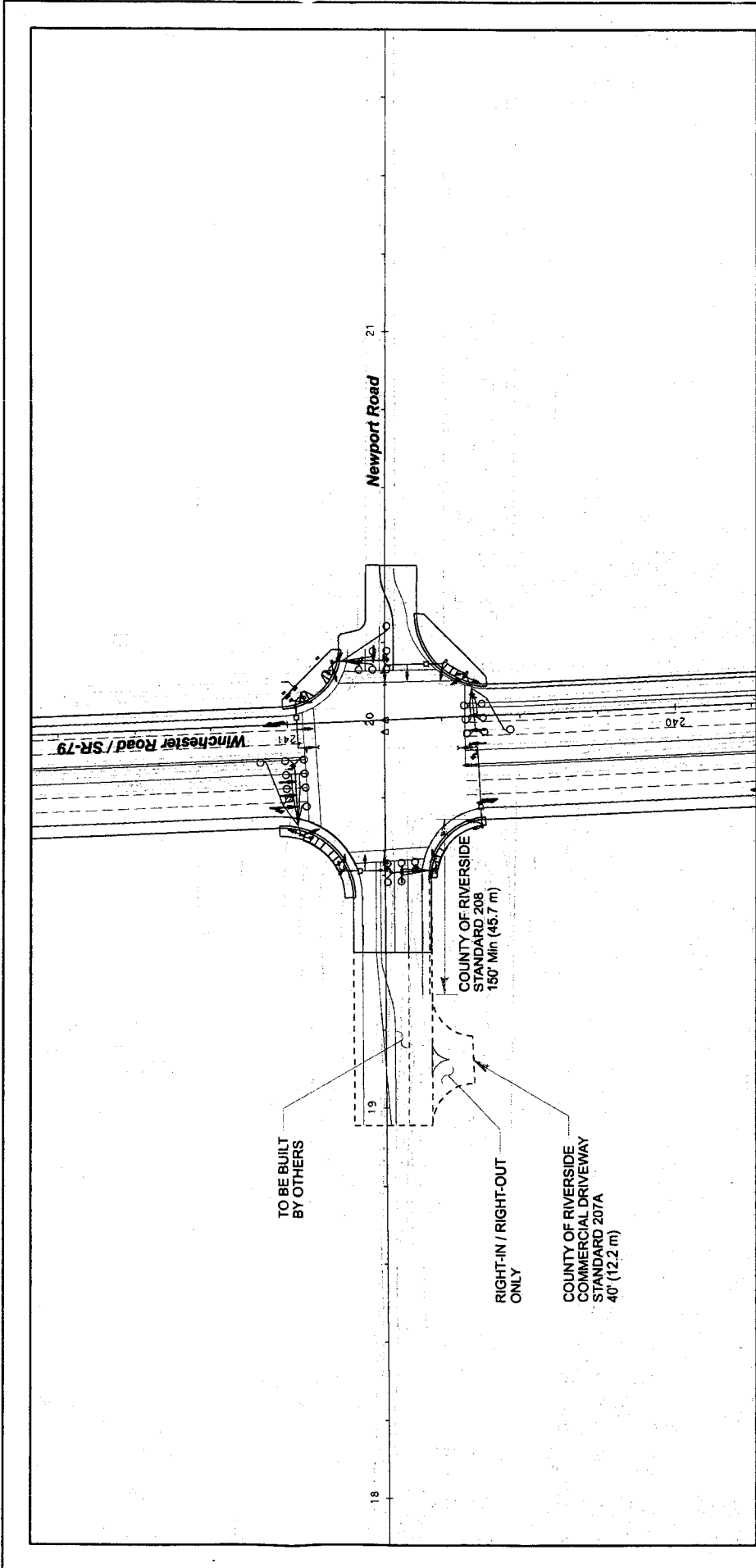
- A 40 foot driveway access from Newport Road will be granted upon development of parcel number 21148 as shown on the attached exhibit. This driveway access may be shared with the adjoining parcel westerly of this parcel.

If you have any questions feel free to contact Farah Khorashadi at (951) 955-6769 or by email at [FKHORASH@rctlma.org](mailto:FKHORASH@rctlma.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia Romo". The signature is written in a cursive style with a large, looping initial "P".

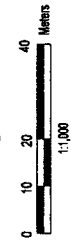
Patricia Romo  
Deputy Director



Y:\muhua\Proj\RiverSide\Ca\County\5214859\Draw\NewportDrwy\_Ed1V6.pdf 10/29/2010

**Newport Road Driveway Addition**

State Route 79 Widening Project  
Thompson Road to Domenigoni Parkway



**LEGEND**

- Proposed SR-79 Project Edge of Pavement
- - - Driveway Addition By Others



1 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF  
2 CALIFORNIA (Herein referred to as "County"), and

3  
4 CAS DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY (Herein referred to as  
5 "Grantor")

6  
7 PROJECT: STATE ROUTE 79  
8 (WINCHESTER) ROAD  
9 WIDENING

10 PARCELS: 21148-2

11 APN: 466-050-009 (portion), 466-050-  
12 010 (portion) and 466-050-011  
13 (portion)

14  
15 **TEMPORARY CONSTRUCTION AGREEMENT**

16  
17 1. The right is hereby granted County to enter upon and use the land of  
18 Grantor in the County of Riverside, State of California, described as portion of  
19 Assessor's Parcel Numbers 466-050-009, 466-050-010 and 466-050-011, highlighted  
20 on the map attached hereto, and made a part hereof, for all purposes necessary to  
21 facilitate and accomplish the construction of State Route 79 (Winchester Road).

22 2. The temporary construction easement, used during construction of the  
23 project consists of approximately 0.588 acres or twenty five thousand five hundred  
24 ninety seven (25,597) square feet as designated on the attached map, referenced as  
25 Exhibit "A".

26 3. Within one (1) year of Close of Escrow, County shall provide a thirty (30)  
27 day written notice to Grantor prior to using the rights herein granted. The rights herein  
28 granted may be exercised for twenty-four (24) months from the thirtieth (30th) day

1 Grantor has received the written notice. Grantor acknowledges the term can be  
2 extended by the county for up to two (2) additional years in monthly increments  
3 conditioned on monthly payments of \$3,000.

4 4. It is understood that the County may enter upon Grantor's property where  
5 appropriate or designated for the purpose of getting equipment to and from the  
6 easement area. County agrees not to damage Grantor's property in the process of  
7 performing such activities.

8 5. The right to enter upon and use Grantor's land includes the right to  
9 remove and dispose of real and personal property located thereon.

10 6. At the termination of the period of use of Grantor's land by County, but  
11 before its relinquishment to Grantor, debris generated by County's use will be removed  
12 and the surface will be graded and left in a neat condition.

13 7. County agrees to indemnify and hold harmless Grantor, and its officers,  
14 employees, agents and representatives from all actions, claims, suits, penalties,  
15 liabilities arising from death, personal injury, property damage or other cause asserted  
16 or based upon negligent acts of County, its employees, agents, or any subcontractors,  
17 agents or representatives of County, connected with the use of the property. Such  
18 indemnification shall include payment for any damage proximately caused by reason of  
19 the uses authorized by such permitted uses. Grantor shall be held harmless from all  
20 claims of third persons arising from the use by County of Grantor's land.

21 8. Grantor hereby warrants that they are the owners of the property  
22 described above and that they have the right to grant County permission to enter upon  
23 and use the land.

24 9. This agreement is the result of negotiations between the parties hereto.  
25 This agreement is intended by the parties as a final expression of their understanding  
26 with respect to the matters herein and is a complete and exclusive statement of the  
27 terms and conditions thereof.

28 ///

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

3           11. This agreement supersedes any and all other prior agreements or  
4 understandings, oral or written, in connection therewith.

5           12. Grantor, their assigns and successors in interest, shall be bound by all  
6 the terms and conditions contained in this agreement, and all the parties thereto shall  
7 be jointly and severally liable thereunder.

8 ///

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28 ///

1           13. County shall pay to the order of Grantor the sum of Fifty Eight Thousand  
2 Eight Hundred Seventy Three Dollars (\$58,873) for the right to enter upon and use  
3 Grantor's land in accordance with the terms hereof.

4 Dated: 17 March 11

**GRANTOR:**

6 CAS Development, LLC, a Limited Liability  
7 Company

8 By: [Signature]  
9 Its: \_\_\_\_\_

11 By: \_\_\_\_\_  
12 Its: \_\_\_\_\_

**COUNTY OF RIVERSIDE:**

15 By: Bob Buster  
16 Bob Buster, Chairman  
17 Board of Supervisors

17 **ATTEST:**  
18 Kecia Harper-Ihem  
19 Clerk of the Board

20 By: [Signature]  
21 Deputy

23 **APPROVED AS TO FORM:**  
24 PAMELA J. WALLS, County Counsel

25 By: Synthia M. Gunzel  
26 Deputy  
27 **SYNTHIA M. GUNZEL**

28 LH:ad/031411/218TR/13.916 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.916.doc

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, OVER A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEEDS RECORDED JUNE 16, 2006, AS INSTRUMENT NO. 438097 AND INSTRUMENT NO. 438100, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 77.021 METERS;

THENCE S 00°19'20" E, A DISTANCE OF 6.095 METERS, TO A POINT ON THE NORTH LINE OF PARCEL 1 AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 00°19'20" E, A DISTANCE OF 10.197 METERS TO A POINT 16.292 METERS SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE N 89°40'40" E, PARALLEL WITH, AND DISTANT 16.292 METERS SOUTHERLY OF, SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 47.141 METERS TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 02°40'12" E, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF, SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 156.627 METERS TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1795.094 METERS, SAID CURVE IS CONCENTRIC WITH, AND 33.525 METERS WESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF STATE ROUTE 79,

THENCE SOUTHERLY ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 04°12'03", AN ARC DISTANCE OF 131.613 METERS, TO A POINT ON THE SOUTH LINE OF PARCEL 3, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG SAID SOUTH LINE OF PARCEL 3, A DISTANCE OF 14.036 METERS;

THENCE N 05°09'08" W, A DISTANCE OF 4.373 METERS;

THENCE N 12°20'14" E, A DISTANCE OF 47.119 METERS; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1790.094 METERS AND AN INITIAL RADIAL BEARING OF N 89°55'29" E, SAID CURVE IS CONCENTRIC WITH, AND 38.525 METERS WESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°35'41", AN ARC DISTANCE OF 81.067 METERS, TO A POINT 38.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION (CONTINUED)**  
**TEMPORARY CONSTRUCTION EASEMENT**

THENCE N 02°40'12" W, PARALLEL WITH, AND DISTANT 38.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 144.627 METERS;

THENCE N 87°19'48" E, A DISTANCE OF 2.000 METERS;

THENCE N 02°40'12" W, A DISTANCE OF 9.121 METERS;

THENCE S 89°40'40" W, A DISTANCE OF 21.433 METERS;

THENCE S 02°40'12" E, A DISTANCE OF 6.998 METERS;

THENCE S 89°40'40" W, A DISTANCE OF 43.114 METERS;

THENCE N 00°19'20" W, A DISTANCE OF 20.189 METERS, TO SAID NORTH LINE OF PARCEL 1;

THENCE N 89°40'40" E, ALONG SAID NORTH LINE, A DISTANCE OF 19.999 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 2,378.1 SQUARE METERS, 25,597 SQUARE FEET, OR 0.588 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000100842 TO OBTAIN GROUND DISTANCE.

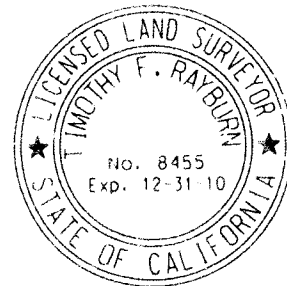
REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP24.80-21148 (21148-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 9/10/09



GRANT DEED  
INST. # 438097  
REC. 06/16/2006

**EXHIBIT "B"**  
TEMPORARY CONSTRUCTION EASEMENT  
08-RIV-79-KP24.80-21148 (21148-2)

SECTION 3

T.6S., R.2W., S.B.M.



APN 466-050-009

PCL 1

**21148-2**  
2,378.1 SQ. M  
25,597 SQ. FT.  
0.588 AC.

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

APN 466-050-010

PCL 2

RS 46/12

GRANT DEED  
INST. # 438100  
REC. 06/16/2006

PCL 3

N 89°55'29" E (R)

APN 466-050-011

PCL 4

SECTION 4

T.6S., R.2W., S.B.M.

SR 79

C/L

LINE DATA

- ⑤ S 89°40'40" W - 14.036
- ⑥ N 05°09'08" W - 4.373
- ⑦ N 12°20'14" E - 47.119

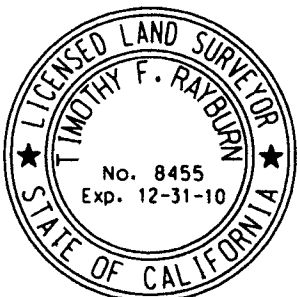
CURVE DATA

- Ⓐ Δ = 04°12'03"  
R = 1795.094  
L = 131.613
- Ⓑ Δ = 02°35'41"  
R = 1790.094  
L = 81.067

PM 15532

PM 115/57-66

S 88°28'09" E (R)



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21148-2

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

SCALE: N.T.S.

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

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 4/10/09

SHEET 3 OF 3

**EXHIBIT "B"**

**TEMPORARY CONSTRUCTION EASEMENT**

08-RIV-79-KP24.80-21148 (21148-2)



PM 28605  
PM 203/99-102

SECTION 33  
T.5S., R.2W., S.B.M.  
T.P.O.B. ---

SECTION 34

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

P.O.C.  
NE CORNER SECTION 4

--- C/L --- NEWPORT ROAD ---

SECTION 4  
T.6S., R.2W., S.B.M.

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

**21148-2**  
2,378.1 SQ. M  
25,597 SQ. FT.  
0.588 AC.

GRANT DEED  
INST. # 438100  
REC. 06/16/2006

RS 46/12  
PCL 1  
APN 466-050-009

RS 46/12  
PCL 2  
APN 466-050-010

RS 46/12  
PCL 3  
APN 466-050-011

RS 46/12  
PCL 4

SECTION 3  
T.6S., R.2W., S.B.M.

PM 15532  
PM 115/57-66  
PCL 1



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21148-2
PROJECT: STATE ROUTE 79	PREPARED BY: KNV
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: SEPTEMBER, 2009
APPROVED BY: <i>Timothy F. Rayburn</i>	W.O. NO.: B4-0527
DATE: 4/10/09	SHEET 1 OF 3



**EXHIBIT "B"**

PM 28605  
 PM 203/99-102 TEMPORARY CONSTRUCTION EASEMENT  
 08-RIV-79-KP24.80-21148 (21148-2)

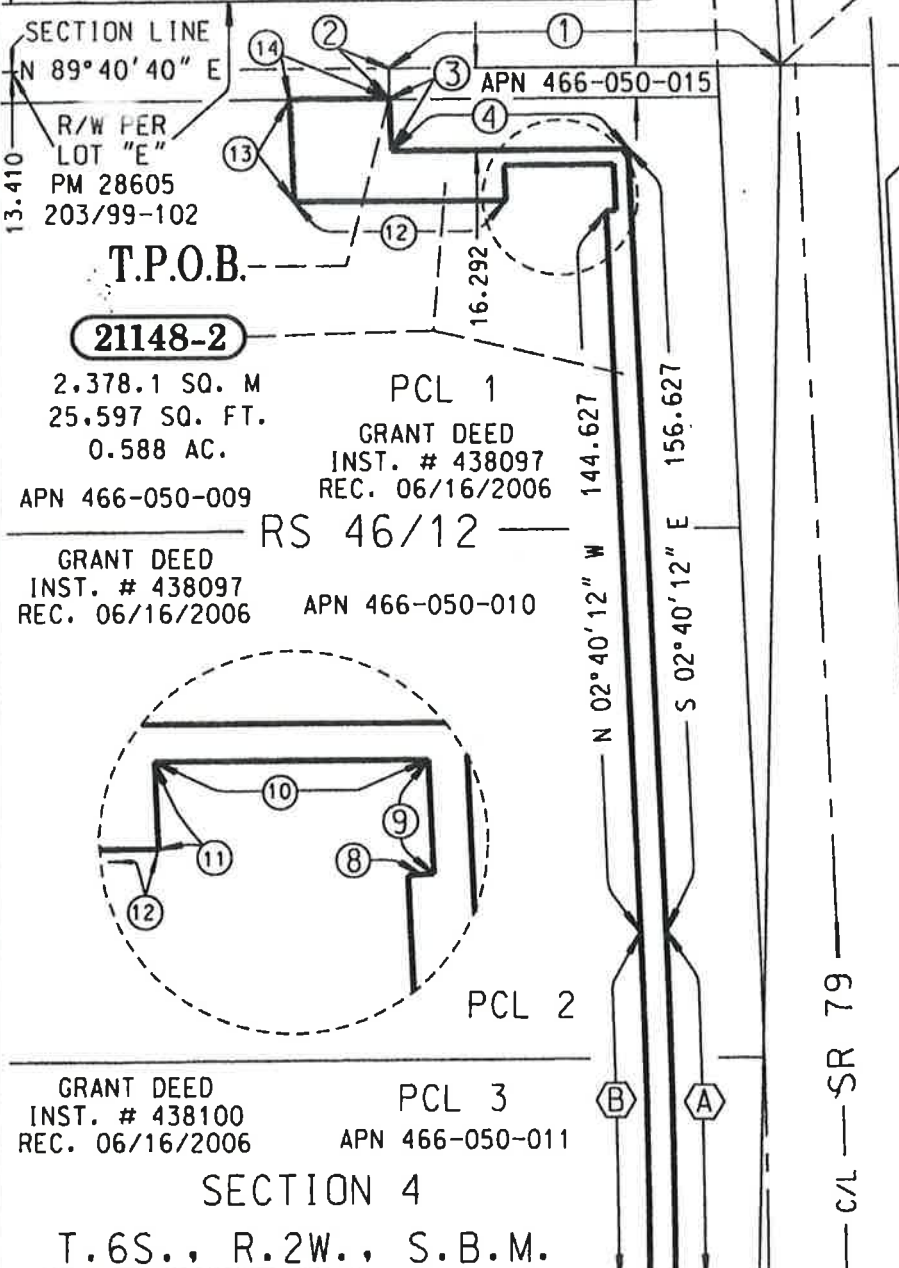
SECTION 34

SECTION 33

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

N.T.S.

P.O.C.  
 NE CORNER SECTION 4



SECTION LINE  
 C/L — NEWPORT ROAD

**SECTION 3**

**LINE DATA**

- ① S 89° 40' 40" W - 77.021
- ② S 00° 19' 20" E - 6.095
- ③ S 00° 19' 20" E - 10.197
- ④ N 89° 40' 40" E - 47.141
- ⑧ N 87° 19' 48" E - 2.000
- ⑨ N 02° 40' 12" W - 9.121
- ⑩ S 89° 40' 40" W - 21.433
- ⑪ S 02° 40' 12" E - 6.998
- ⑫ S 89° 40' 40" W - 43.114
- ⑬ N 00° 19' 20" W - 20.189
- ⑭ N 89° 40' 40" E - 19.999

**CURVE DATA**

- Ⓐ Δ = 04° 12' 03"  
 R = 1795.094  
 L = 131.613
- Ⓑ Δ = 02° 35' 41"  
 R = 1790.094  
 L = 81.067

**21148-2**

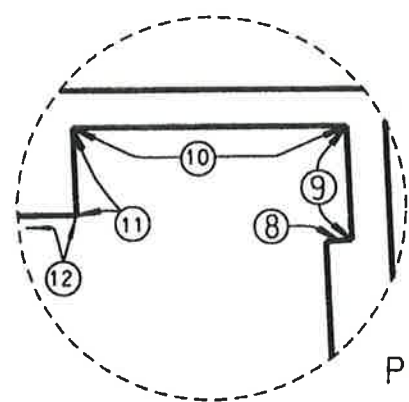
2,378.1 SQ. M  
 25,597 SQ. FT.  
 0.588 AC.

APN 466-050-009

GRANT DEED  
 INST. # 438097  
 REC. 06/16/2006

RS 46/12

APN 466-050-010



GRANT DEED  
 INST. # 438100  
 REC. 06/16/2006

PCL 3

APN 466-050-011

SECTION 4

T.6S., R.2W., S.B.M.

PM 15532  
 PM 115/57-66



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
 GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
 GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PROJECT: STATE ROUTE 79

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

APPROVED BY: *Timothy F. Rayburn* DATE: 4/10/09

PAR. NO.: 21148-2

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

SHEET 2 OF 3



**Stewart Title of California, Inc**  
2010 Main Street, Suite 250  
Irvine, CA 92614  
(949) 476-0777 Phone

October 6, 2011

Lawyers Title Company  
4100 Newport Place Dr Ste 120  
Newport Beach, CA 92660-1427

Order Number: 94348  
Title Unit Number: 7037  
Property Address: 466-050-009,10,11  
Riverside, California

Congratulations on the completion of your recent real estate purchase. The enclosed policy of title insurance should be kept with your other important records regarding this transaction. We are grateful for the opportunity to have provided you the very best in title insurance services, and would like to extend an invitation to keep us in mind for any of your future title and escrow needs.

Everyone at Stewart Title of California, Inc. is always committed to providing you with the professionalism and expertise that you desire. Should you have any questions regarding your policy of title insurance, please do not hesitate to call.

Sincerely,

*James Prasch*  
Title Officer

## 4 4STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

POLICY OF TITLE INSURANCE  
ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land; and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:

Authorized Countersignature  
STEWART TITLE OF CALIFORNIA, INC.

  
Senior Chairman of the Board  
Chairman of the Board  
President

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees are expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

### CONDITIONS AND STIPULATIONS

#### 1. Definition of Terms.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
  - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
  - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
  - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule [A] [C], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A] [C], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. Continuation of Insurance

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by an governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

## 3. Notice of Claim to be Given by Insured Claimant.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant



provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

**6. Options to Pay or Otherwise Settle Claims; Termination of Liability.**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**7. Determination and Extent of Liability.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. Limitation of Liability.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

**9. Reduction of Insurance; Reduction or Termination of Liability.**

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

**10. Liability Noncumulative.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

**11. Payment of Loss.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**12. Subrogation Upon Payment or Settlement.**

**(a) The Company's Right of Subrogation**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(b) The Insured's Rights and Limitations.**

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(c) The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

**13. Arbitration.**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Policy; Policy Entire Contract.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Severability.**



**CLTA Standard Coverage Policy – 1990**

Order Number: 94348

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**16. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

**STEWART TITLE GUARANTY COMPANY**

**SCHEDULE A**

Prepared by: California Regional Production  
Center

Title Officer: James Prasch  
Policy No.: O-2228-393081

Order No.: 94348

Amount of Insurance: \$491,127.00

Premium: \$1,371.00

Date of Policy: July 15, 2011 at 9:48 AM

1. Name of Insured:

State of California, as to Parcel 1 and County of Riverside, a political subdivision, as to Parcel 2

2. The estate or interest in the land which is covered by this policy is:

A fee as to Parcel(s) 1 and 2.

3. Title to the estate or interest in the land is vested in:

State of California, as to Parcel 1 and County of Riverside, a political subdivision, as to Parcel 2

4. The land referred to in this policy is described as follows:

(See Attached Legal Description)

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of Riverside, Unincorporated Area, and described as follows:

**PARCEL 1:**

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEEDS RECORDED JUNE 16, 2006, AS INSTRUMENT NO. 438097 AND INSTRUMENT NO. 438100, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 12.246 METERS, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), AS SHOWN ON SAID RECORD OF SURVEY AND DESCRIBED BY EASEMENT DOCUMENT RECORDED MAY 24, 1949 IN OFFICIAL RECORD BOOK 1079, PAGES 96 THROUGH 98, INCLUSIVE, RECORDS OF SAID RECORDER OF SAID COUNTY;

THENCE S 02°40'12" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.100 METERS TO THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON SAID RECORD OF SURVEY, SAID NORTHEAST CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE S 02°40'12" E, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 166.083 METERS, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1813.381 METERS, SAID CURVE IS CONCENTRIC WITH AND 15.238 METERS WESTERLY OF, AS MEASURED RADially TO, THE CENTERLINE OF SAID STATE ROUTE 79;

THENCE CONTINUING SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 00°41'28", AN ARC DISTANCE OF 21.873 METERS, TO THE EAST LINE OF SAID SECTION 4;

THENCE S 00°59'10" W, ALONG SAID EAST LINE OF SECTION 4, A DISTANCE OF 110.502 METERS, TO THE SOUTH LINE OF PARCEL 3, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG SAID SOUTH LINE OF PARCEL 3, A DISTANCE OF 15.945 METERS, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1795.094 METERS AND AN INITIAL RADIAL BEARING OF S 88°28'09" E, SAID CURVE IS CONCENTRIC WITH AND 33.525 METERS WESTERLY OF, AS MEASURED RADially TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE NORTHERLY, ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF  $04^{\circ}12'03''$ , AN ARC DISTANCE OF 131.613 METERS, TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE  $N 02^{\circ}40'12'' W$ . PARALLEL WITH AND DISTANT 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 166.833 METERS, TO THE NORTH LNE OF SAID PARCEL 1 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE  $N 89^{\circ}40'40'' E$ , ALONG SAID NORTH LINE OF PARCEL 1, A DISTANCE OF 18.302 METERS, TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN A GRANT DEED RECORDED JUNE 16, 2006, AS INSTRUMENT NO. 438097, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE  $S 89^{\circ}40'40'' W$ , ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 30.298 METERS;

THENCE  $S 00^{\circ}19'20'' E$ , A DISTANCE OF 6.095 METERS TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), SAID POINT BEING ON THE NORTH LINE OF PARCEL 1, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE  $S 02^{\circ}40'12'' E$ , PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF, SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 10.206 METERS, TO A POINT 16.292 METERS SOUTHELRY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE  $S 89^{\circ}40'40'' W$ , PARALLE WITH, AND DISTANCE 16.292 METERS SOUTHERLY OF SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 47.141 METERS;

THENCE  $N 00^{\circ}19'20'' W$ , A DISTANCE OF 10.197 METERS, TO A POINT ON THE NORTH LINE OF SAID PARCEL 1;

THENCE  $N 89^{\circ}40'40'' E$ , ALONG SAID NORTH LINE OF PARCEL 1, A DISTANCE OF 46.723 METERS, TO THE TRUE POINT OF BEGINNING.

(End of Legal Description)

**SCHEDULE B**

**PART I**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of the taxing authority that levies taxes or assessments on real property or by the public records.

Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**SCHEDULE B**

**PART II**

1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.

AFFECTS: ALL PARCELS

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: California Electric Power Company  
Purpose: pole lines  
Recorded: December 27, 1946 in book 800 page 390, Official Records  
Affects: a portion of said land

The centerline of said easement is defined as follows:

Beginning on the East line of said Lot 1 of Section 4 at a point 60.00 feet South of the Northeast corner thereof and running thence North 71° 0' West, distance of 131.60 feet to a point; thence South 82° 49' West, distance of 1150.00 feet, more or less, to a point on the West line of said Lot 1 of Section 4.

3. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company  
Purpose: public utilities  
Recorded: August 18, 1978 as Instrument No. 175224, Official Records  
Affects: westerly 10 feet of said land

(End of Exceptions)

rb  
October 6, 2011



DOC # 2011-031122

07/15/2011 09:48A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

FREE RECORDING

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

SVra/111710/218TR/13.776

94348

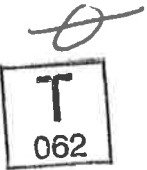
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PROJECT: State Route 79 (Winchester)

Road Widening

PARCEL: 0527-017

APN: 466-050-009 (portion)



GRANT DEED

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

CAS DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY

GRANT(S) to the COUNTY OF RIVERSIDE, a political subdivision, the real property in the County of Riverside, State of California, as more particularly described in Exhibits "A" and "B", attached hereto and made a part hereof.



PROJECT: State Route 79 (Winchester) Road Widening Project  
PARCEL: 0527-017  
APNs: 466-050-009 (portion)

Dated: 17 March 11

GRANTOR:

CAS DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY

By: [Signature]  
Its: Christina A. Snyder  
Its: Managing Member

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )ss

On MARCH 17, 2011, before me, CYNTHIA A. McDONALD, a Notary Public in and for said County and State, personally appeared CHRISTINA A. SNYDER, 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 [Signature]

[SEAL]



CERTIFICATE OF ACCEPTANCE

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

Date \_\_\_\_\_

By: [Signature]  
Robert Field  
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL  
BY: [Signature]  
SYNTHIA M. GUNZEL DATE

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN A GRANT DEED RECORDED JUNE 16, 2006, AS INSTRUMENT NO. 438097, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 30.298 METERS;

THENCE S 00°19'20" E, A DISTANCE OF 6.095 METERS TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), SAID POINT BEING ON THE NORTH LINE OF PARCEL 1, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 02°40'12" E, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF, SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 10.206 METERS, TO A POINT 16.292 METERS SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE S 89°40'40" W, PARALLEL WITH, AND DISTANT 16.292 METERS SOUTHERLY OF SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 47.141 METERS;

THENCE N 00° 19' 20" W, A DISTANCE OF 10.197 METERS, TO A POINT ON THE NORTH LINE OF SAID PARCEL 1;

THENCE N 89° 40' 40" E, ALONG SAID NORTH LINE OF PARCEL 1, A DISTANCE OF 46.723 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 478.6 SQUARE METERS, 5,151 SQUARE FEET, OR 0.118 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0527-017

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Joseph A. Reed*

DATE: 9/30/09

PAGE 1 OF 1



**EXHIBIT "B"**

0527-017



SECTION 33

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

PM 28605

PM 203/99-102

R/W PER  
LOT "E"  
PM 28605  
203/99-102

T.P.O.B.

P.O.C.

NE CORNER SECTION 4

SECTION 34

NEWPORT ROAD

SECTION LINE  
N 89° 40' 40" E

APN 466-050-015

13.410

RS 46/12

PCL 1

16.292

**0527-017**

478.6 SQ. M  
5,151 SQ. FT.  
0.118 AC.

GRANT DEED  
INST. # 438097  
REC. 06/16/2006

APN 466-050-009

SECTION 3

LINE DATA

- ① S 89° 40' 40" W - 30.298
- ② S 00° 19' 20" E - 6.095
- ③ S 02° 40' 12" E - 10.206
- ④ S 89° 40' 40" W - 47.141
- ⑤ N 00° 19' 20" W - 10.197
- ⑥ N 89° 40' 40" E - 46.723

PM 15532

PM 115/57-66

SECTION 4

T.6S., R.2W., S.B.M.



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: STATE ROUTE 79

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

APPROVED BY: *Timothy F. Rayburn* DATE: *9/20/09*

PAR. NO.: 0527-017

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

SHEET 1 OF 1