

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

367A



FROM: Economic Development Agency / Facilities Management and Transportation Department

SUBMITTAL DATE:
July 18, 2013

SUBJECT: Right of Way Acquisition Agreement for the Magnolia Avenue Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0784-009C within a portion of Assessor's Parcel Number 135-170-012;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Robert Field

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 15,810	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: TUMF (100%)	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 L. Sargent*
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 30, 2013

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

EDA, Transp., Auditor

Prev. Agn. Ref.: 3.15 of 11/20/2012 | District: 1/1 | Agenda Number: 3-27

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
DATE: 4/26/13

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Lisette Rose

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

RECEIVED RIVERSIDE COUNTY

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 \$3,410 to acquire Parcel 0784-009C within a portion of Assessor's Parcel Number 135-170-012 and \$12,400 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to replace the existing Magnolia Avenue/Burlington Northern Santa Fe (BNSF) at-grade railroad crossing in the community of Home Gardens in order to improve safety and traffic operations by eliminating the conflict of trains passing through the flow of vehicular traffic (Project).

The Project would construct a new four-lane overhead bridge over the existing BNSF tracks, above the entire BNSF right-of-way. The total length of the improvements would extend from approximately 500 feet west of Lincoln Street to approximately 550 feet east of Buchanan Street. The new bridge would be striped for four lanes of traffic on Magnolia Avenue. The length and clearance of the proposed bridge structure would accommodate the existing skewed railroad crossing, as well as the two existing railroad tracks and two additional future tracks (planned separately from this Project), and would also provide space for frontage roads (proposed as part of the project).

The California Environmental Quality Act (CEQA) environmental determination (Statutory Exemption) Public Resources Code 21080.13 was approved on May 11, 2011, by the Riverside County Transportation Department.

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion) Section 6004: 23 CRF 771.117(d)(3) was approved on May 11, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

On November 20, 2012 (Agenda Item 3-15), the Board of Supervisors approved the acquisition of fee simple and temporary construction easement for a portion of Assessor's Parcel Number 135-170-012 for the purpose of constructing the Magnolia Avenue Grade Separation Project.

After November 20, 2012, it was determined that a 1,624 square foot utility easement was needed for the City of Riverside to relocate a waterline.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the new partial acquisition of a utility easement of a portion of Assessor's Parcel Number 135-170-012 with Sakioka Farms, a California General Partnership (Sakioka Farms) for the price of \$3,410. There are costs of \$12,400 associated with this new transaction. Sakioka Farms will execute a Utility Easement Deed in favor of the City of Riverside for a portion of Assessor's Parcel Number 135-170-012 referenced as Parcel 0784-009C. Sakioka Farms received compensation for the interests acquired in Item 3-15 of the November 20, 2012 Board Agenda. Escrow closed on April 10, 2013.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the right of way acquisition of a portion of Assessor's Parcel Number 135-170-012:

Right of Way Acquisition:	\$ 3,410
Estimated Title and Escrow Charges:	1,000
Preliminary Title Report:	400
County Appraisal:	6,000
EDA/FM Real Property Staff Time:	5,000
Total Estimated Acquisition Costs:	\$15,810

EDA/FM has already covered the costs for due diligence (appraisal and preliminary title report) and has been or will be 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 2013/14. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement (4)

1 PROJECT: Magnolia Avenue Grade Separation

2 PARCEL: 0784-009C

3 APN: 135-170-012 (Portion)

4
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 ("County"), and Sakioka Farms, a California General Partnership ("Grantor"). County
9 and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the
12 unincorporated area of Riverside, County of Riverside, State of California, as depicted
13 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
14 The real property consisting of 27.33 acres of land and improved a mobile home park
15 and is also known as Assessor's Parcel Number: 135-170-012 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desire to
17 purchase a portion in an easement interest in the Property ("ROW"), for the purpose of
18 constructing the Magnolia Avenue Grade Separation Project ("Project") as follows: an
19 Easement Deed in favor of the City of Riverside referenced as Parcel 0784-009C and
20 described on Attachment "2" attached hereto and made a part hereof; pursuant to the
21 terms and conditions set forth herein; and

22 WHEREAS, the Effective Date is the date on which this Agreement is approved
23 and fully executed by County and Grantor as listed on the signature page of this
24 Agreement;

25 NOW, THEREFORE, in consideration of the payment and other obligations set
26 forth below, Grantor and County mutually agree as follows:

- 27 1. County shall:

1 A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow
2 Holder") upon execution of a fully executed Agreement ("Effective Date").

3 B. Pay to the undersigned Grantor(s) by tendering payment to the
4 Escrow Holder in the amount of Three Thousand Four Hundred Ten Dollars (\$3,410)
5 ("Purchase Price"), which is specifically agreed by the Parties to be the full amount of
6 compensation due and owing to Grantor for the ROW, conveyed by said deed, when
7 title to said ROW vests in County free and clear of all liens, encumbrances, easements,
8 leases (recorded or unrecorded), and taxes except those encumbrances and
9 easements which, in the sole discretion of the County, are acceptable, except:

- 10 a. Current fiscal year, including personal property tax, if any, and
11 any further assessment thereto under Chapter 3.5 of Revenue
12 and Taxation Code of the State of California.
13 b. Easements or rights of way of record over said land for public
14 or quasi-public utility or public street purposes, if any.
15 c. Any items on the Preliminary Title Report (PTR) not objected to
16 by County in a writing provided to Escrow Holder before the
17 Close of Escrow.
18 d. All other taxes owed whether current or delinquent are to be
19 current.

20 C. At closing or Close of Escrow, have the authority to deduct and
21 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
22 all real property taxes, bonds, and assessments in the following manner:

- 23 a. All real property taxes shall be prorated, paid, and canceled
24 pursuant to the provisions of Section 5081 et. Seq., of the
25 Revenue and Taxation Code.
26 b. As a deduction from the amount shown in Paragraph 1B,
27 County is authorized to pay any unpaid liens or taxes together
28

1 with penalties, cost and interest thereon, and any bonds or
2 assessments that are due on the date title is transferred to.

3 c. Pay reasonable escrow, recording, and reconveyance fees
4 incurred in this transaction, and if title insurance is desired by
5 the County, the premium charged therefore. Said escrow and
6 recording charges shall not, include documentary transfer tax.

7 D. Direct Escrow Holder to disburse purchase price minus any and all
8 charges due upon Close of Escrow in accordance with escrow instructions.

9 2. Grantor shall:

10 A. Execute and acknowledge and will deliver to Craig Olsen, Real
11 Property Agent for the County or to the designated escrow company, an Easement
12 Deed in favor of the City of Riverside dated _____ identified as Parcel Number
13 0784-009C;

14 B. Indemnify, defend, protect, and hold the County of Riverside, its
15 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
16 elected and appointed officials, employees, agents, representatives, successors, and
17 assigns free and harmless from and against any and all claims, liabilities, penalties,
18 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
19 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
20 (a) the presence in, within, under, or about the parcel for the presence of hazardous
21 materials, toxic substances, or hazardous substances as a result of Grantor's use,
22 storage, or generation of such materials or substances or (b) Grantor's failure to
23 comply with any federal, state, or local laws relating to such materials or substances.
24 For the purpose of this Agreement, such materials or substances shall include without
25 limitation hazardous substances, hazardous materials, or toxic substances as defined
26 in the Comprehensive Environmental Response, Compensation, and Liability Act of
27 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
28 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and

1 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
2 hazardous wastes in Section 25117 of the California Health and Safety Code or
3 hazardous substances in Section 25316 of the California Health; and in the regulations
4 adopted in publications promulgated pursuant to said laws.

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

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

17 4. This Right of Way Acquisition Agreement embodies all of the
18 considerations agreed upon between the County and Grantor. This Agreement was
19 obtained without coercion, promises other than those provided herein, or threats of any
20 kind whatsoever by or to either party. By executing this Agreement, Grantor
21 represents that Grantor has no direct or indirect present or contemplated future
22 personal interest in the property being acquired or in any benefit from the acquisition of
23 subject property.

24 5. The performance of this Agreement constitutes the entire consideration
25 for the acquisition of the property under this Agreement and shall relieve the County of
26 all further obligations or claims on account of the acquisition of the property referred to
27 herein or an account of the location, grade or construction of the proposed public
28 improvement.

1 6. This Agreement is made solely for the benefit of the Parties to this
2 Agreement and their respective successors and assigns, and no other person or entity
3 may have or acquired any right of virtue of this Agreement.

4 7. This Agreement shall not be changed, modified, or amended except upon
5 the written consent of the parties hereto.

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

12 9. Any action at law or in equity brought by either of the Parties hereto for
13 the purpose of enforcing a right or rights provided for by this Agreement shall be tried
14 in a court of competent jurisdiction in the County of Riverside, State of California, and
15 the Parties hereby waive all provisions of law providing for a change of venue in such
16 proceedings to any other county.

17 10. Grantor, (his/her/its/their) assigns and successors in interest shall be
18 bound by all the terms and conditions contained in this Agreement, and all the parties
19 thereto shall be jointly and severally liable thereunder.

20 11. This Agreement may be signed in counterpart or duplicate copies, and
21 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
22 purposes.

23
24 (SIGNATURES ON NEXT PAGE)
25
26
27
28

1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

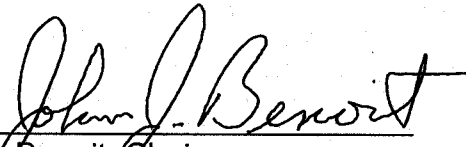
3
4 Dated: 5-31-13

5
6 COUNTY:

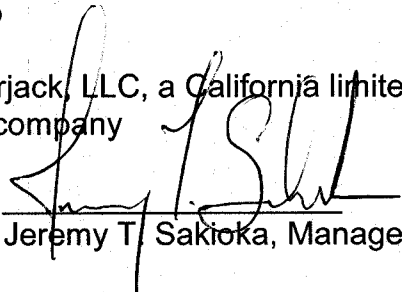
7 COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California

GRANTOR:

9 Sakioka Farms, a California General
10 Partnership

11 By: 
12 John J. Benoit, Chairman
13 Board of Supervisors

14 By: Marjack, LLC, a California limited
15 liability company

16 By: 
17 Jeremy T. Sakioka, Manager

18
19 ATTEST:
20 Kecia Harper-Ihem
21 Clerk of the Board

22 By: 
23 Deputy

24
25 APPROVED AS TO FORM:
26 Pamela J. Walls
27 County Counsel

28 By: 
Patricia Munroe
Deputy County Counsel

CAO:mr/050913/291TR/15.890 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.890.doc

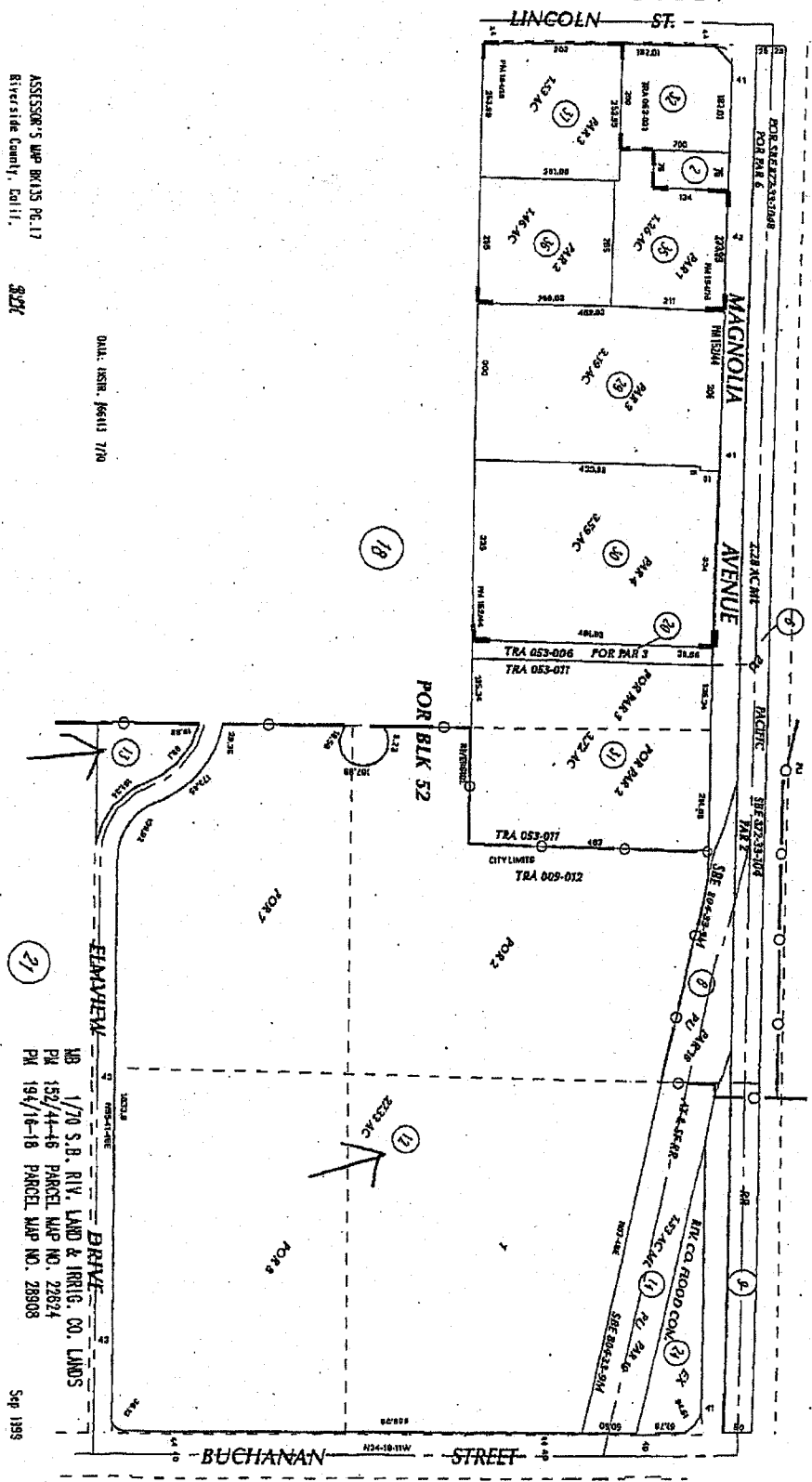
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PRACTICE MAY VARY FROM LOCAL OR STATE OR NATIONAL SITE CONVENTIONS.

SEC. 22 27 T. 3S. R. 6W
CITY OF RIVERSIDE CORONA

T. R.A. 009-001
053-006
009-011
009-012
053-011

135-17
6-49-1

Description: Riverside, CA Assessor Map 135-17 Page: 1 of 1
Order: 367435 Comment:



ASSESSOR'S MAP 06135 PG. 17
Riverside County, Calif. 92571

DATE: 08/01/13 09:11:13 7/10

1/70 S.B. RIV. LAND & IRRIG. CO. LANDS
PM 152/44-46 PARCEL MAP NO. 22824
PM 194/16-18 PARCEL MAP NO. 28808

SEP 1998

TRACT	AREA	PERCENTAGE	NET AREA
001	1.11	100%	1.11
002	1.11	100%	1.11
003	1.11	100%	1.11
004	1.11	100%	1.11
005	1.11	100%	1.11
006	1.11	100%	1.11
007	1.11	100%	1.11
008	1.11	100%	1.11
009	1.11	100%	1.11
010	1.11	100%	1.11
011	1.11	100%	1.11
012	1.11	100%	1.11
013	1.11	100%	1.11
014	1.11	100%	1.11
015	1.11	100%	1.11
016	1.11	100%	1.11
017	1.11	100%	1.11
018	1.11	100%	1.11
019	1.11	100%	1.11
020	1.11	100%	1.11
021	1.11	100%	1.11
022	1.11	100%	1.11
023	1.11	100%	1.11
024	1.11	100%	1.11
025	1.11	100%	1.11
026	1.11	100%	1.11
027	1.11	100%	1.11
028	1.11	100%	1.11
029	1.11	100%	1.11
030	1.11	100%	1.11
031	1.11	100%	1.11
032	1.11	100%	1.11
033	1.11	100%	1.11
034	1.11	100%	1.11
035	1.11	100%	1.11
036	1.11	100%	1.11
037	1.11	100%	1.11
038	1.11	100%	1.11
039	1.11	100%	1.11
040	1.11	100%	1.11
041	1.11	100%	1.11
042	1.11	100%	1.11
043	1.11	100%	1.11
044	1.11	100%	1.11
045	1.11	100%	1.11
046	1.11	100%	1.11
047	1.11	100%	1.11
048	1.11	100%	1.11
049	1.11	100%	1.11
050	1.11	100%	1.11
051	1.11	100%	1.11
052	1.11	100%	1.11
053	1.11	100%	1.11
054	1.11	100%	1.11
055	1.11	100%	1.11
056	1.11	100%	1.11
057	1.11	100%	1.11
058	1.11	100%	1.11
059	1.11	100%	1.11
060	1.11	100%	1.11
061	1.11	100%	1.11
062	1.11	100%	1.11
063	1.11	100%	1.11
064	1.11	100%	1.11
065	1.11	100%	1.11
066	1.11	100%	1.11
067	1.11	100%	1.11
068	1.11	100%	1.11
069	1.11	100%	1.11
070	1.11	100%	1.11
071	1.11	100%	1.11
072	1.11	100%	1.11
073	1.11	100%	1.11
074	1.11	100%	1.11
075	1.11	100%	1.11
076	1.11	100%	1.11
077	1.11	100%	1.11
078	1.11	100%	1.11
079	1.11	100%	1.11
080	1.11	100%	1.11
081	1.11	100%	1.11
082	1.11	100%	1.11
083	1.11	100%	1.11
084	1.11	100%	1.11
085	1.11	100%	1.11
086	1.11	100%	1.11
087	1.11	100%	1.11
088	1.11	100%	1.11
089	1.11	100%	1.11
090	1.11	100%	1.11
091	1.11	100%	1.11
092	1.11	100%	1.11
093	1.11	100%	1.11
094	1.11	100%	1.11
095	1.11	100%	1.11
096	1.11	100%	1.11
097	1.11	100%	1.11
098	1.11	100%	1.11
099	1.11	100%	1.11
100	1.11	100%	1.11

001 1 & 2 2039

ATTACHMENT "2"

Legal Description and Plat Map

1. A portion of APN: 135-170-012; Parcel 0784-009C in favor of the City of Riverside

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-009C

AN EASEMENT FOR WATER LINE PURPOSES LYING WITHIN A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED DECEMBER 23, 1986, AS INSTRUMENT NUMBER 328754 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 2 IN BLOCK 52, OF A MAP FILED IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, OFFICIAL RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THE CENTERLINE OF BUCHANAN STREET (44.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 19, 1988 AS INSTRUMENT NUMBER 44315, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE S 56°22'11" W ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 1150.83 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 66.00 FEET TO THE MOST-WESTERLY CORNER OF SAID INSTRUMENT NUMBER 328574, BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE AND THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 63 PAGES 111 AND 112 RECORDED JULY 9, 1887, OFFICIAL RECORDS OF SAID RECORDER OF SAN BERNARDINO COUNTY, ALSO BEING AN ANGLE POINT IN THE NORTHERLY LINE OF THAT CERTAIN WATER LINE EASEMENT IN FAVOR OF THE CITY OF RIVERSIDE, RECORDED SEPTEMBER 11, 1964 AS INSTRUMENT NUMBER 98599, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 67°53'54" E ALONG SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY (50.00 FOOT SOUTHERLY HALF-WIDTH) AND SAID NORTHERLY LINE OF SAID INSTRUMENT NUMBER 98599, A DISTANCE OF 85.00 FEET;

THENCE S 22°06'06" E, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 98599, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 22°06'06" E, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE N 67°53'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE N 22°06'06" W, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 98599;

THENCE N 67°53'54" E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 30.00 FEET;

THENCE S 22°06'06" E, A DISTANCE OF 26.00 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE S 67°53'54" W ALONG SAID PARALLEL LINE, A DISTANCE OF 74.00 FEET;

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0784-009C

THENCE N 22°06'06" W, A DISTANCE OF 26.00 TO A POINT ON SAID SOUTHERLY LINE OF INSTRUMENT NUMBER 98599;

THENCE N 67°53'54" E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 22.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING: 1,624 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000027271 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 955-M, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn
DATE: 4/4/2013



P.O.C. EXHIBIT "B"

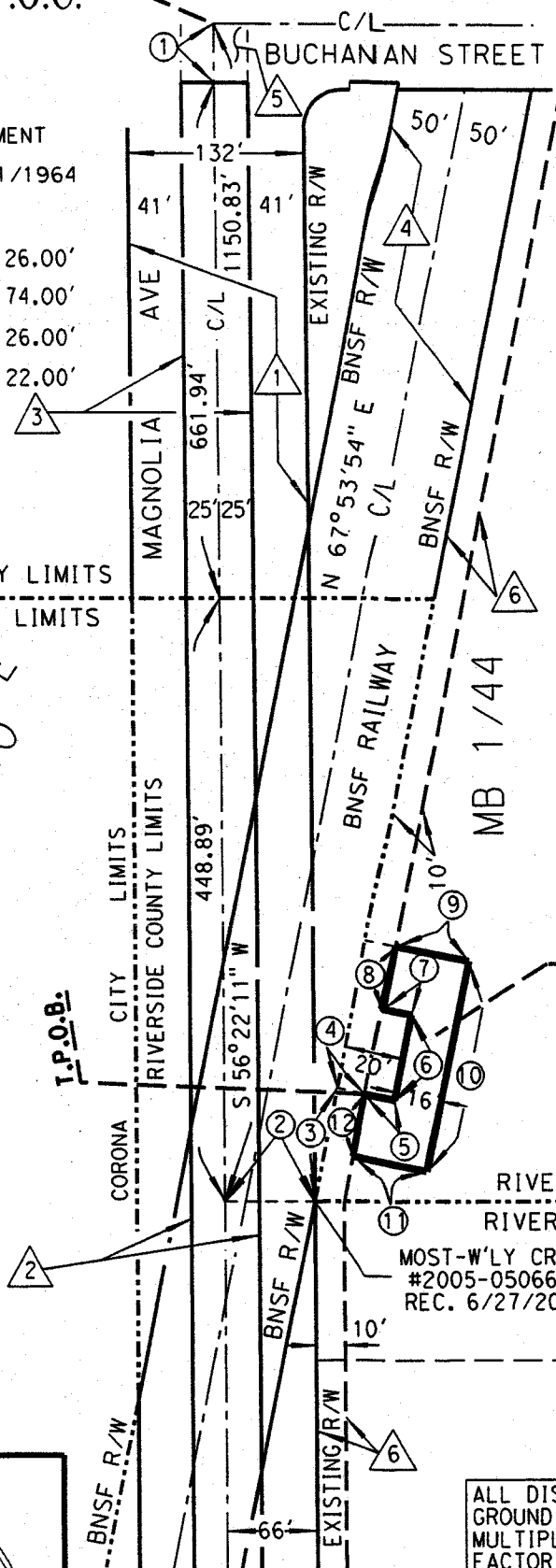
10' WATER LINE EASEMENT
IN FAVOR OF CITY OF
RIVERSIDE REC'D 9/11/1964
AS INST# 98599

	LINE DATA
⑨	S 22°06'06" E - 26.00'
⑩	S 67°53'54" W - 74.00'
⑪	N 22°06'06" W - 26.00'
⑫	N 67°53'54" E - 22.00'

RS 31/89-91

RANCHO EL SOBRANTE
DE SAN JACINTO

SECTION 22
T.3S., R.6W.



- ① RW PER BOOK "R" PG 548, OF DEEDS, REC. 2/8/1877 SAN BERNARDINO CO.
- ② RW VACATED PER S.M.B. 12 PG 283 DATED 6/18/1913 & QUITCLAIMED TO PAC. ELEC. RAILWAY CO. REC. 11/5/1913, IN BOOK 385 PGS. 232-239, OF DEEDS RIV. CO.
- ③ FINAL ORDER OF CONDEMNATION INST. #48580, REC. 3/7/1983 (PCL 6113-1), RIV. CO.
- ④ RW IN FAVOR OF RIVERSIDE, SANTA ANA AND LOS ANGELES RAILWAY COMPANY PER BOOK 63 PGS 111-112, OF DEEDS, REC. 7/9/1887 SAN BERNARDINO COUNTY
- ⑤ RW PER INST. #87306, REC. 03/15/1991

	LINE DATA
①	S 56°22'11" W - 40.00'
②	S 33°37'49" E - 66.00'
③	N 67°53'54" E - 85.00'
④	S 22°06'06" E - 10.00'
⑤	S 22°06'06" E - 10.00'
⑥	N 67°53'54" E - 30.00'
⑦	N 22°06'06" W - 10.00'
⑧	N 67°53'54" E - 22.00'

PARCEL 0784-009C

1,624 SQ.FT.
0.037 AC.
APN 135-170-012
INST# 328754
REC. 12/23/1986

MOST-W'LY CRNR.
#2005-0506624
REC. 6/27/2005

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000027271.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.
PROJECT: MAGNOLIA AVE (GRADE SEPARATION)

PAR. NO.: 0784-009C
PREPARED BY: DLM
SCALE: N.T.S.
DATE: APRIL, 2013
W.O. NO.: B7-0784

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: *4/4/2013*

SHEET 1 OF 1 SHEET