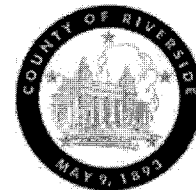


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.118
(ID # 4968)

MEETING DATE:

Tuesday, August 29, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of Drainage License Agreement Between the County of Riverside and
the Gage Canal Company; District 1; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and consent to the Grant of License - Drainage Agreement from Gage Canal Company; and
2. Authorize the Chairman of the Board to sign the Agreement on behalf of the County.

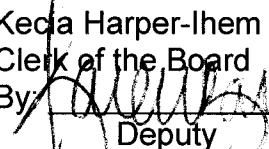
ACTION: Policy


Patricia Romo, Director of Transportation 8/15/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: TLMA-Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%. No general funds will be used.			Budget Adjustment:	N/A
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 19, 2005 Tract 31199 was approved by the Board of Supervisors. As part of the design for this subdivision there is an offsite drainage facility required. This drainage facility crosses the Gage Canal and an existing Elsinore Valley Municipal Water District, water line. This Grant of License – Drainage Agreement between Riverside Orchard View Lane 15 LLC., Gage Canal Company, Elsinore Valley Municipal Water District and the County of Riverside, allows for the construction of this drainage facility by Riverside Orchard View Lane 15 LLC. or its successor, and its Maintenance to be transferred to Riverside County Transportation Department upon the completion of the construction of this drainage facility.

Impact on Residents and Businesses:

Construction of this drainage improvement is a requirement of development. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Additional Fiscal Information:

The developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the storm drain facility will accrue to the transportation department and will be absorbed into the existing storm drain maintenance budget.


Contract History and Price Reasonableness:

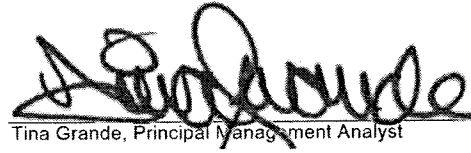
N/A

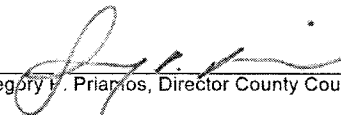
ATTACHMENTS:

- Vicinity Map
- Grant of License - Drainage Agreement with exhibits

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


Cynthia M. Gornzel, Supervising Deputy County Counsel 8/16/2017


Tina Grande, Principal Management Analyst 8/18/2017


Gregory F. Priantos, Director County Counsel 8/16/2017



NOT TO SCALE

VICINITY MAP

DRAINAGE LICENSE AGREEMENT

SEC. 25, TWP. 3S., RNG. 6W.

SEC. 30, TWP. 3S., RNG. 5W.

Supervisorial District: 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Riverside-Orchard View Lane 15, LLC
110 N. Lincoln Ave., Suite 100
Corona, CA 92882

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

GRANT OF LICENSE – DRAINAGE

GAGE CANAL COMPANY, a California corporation ("Grantor"), as owner of that certain real property described on the attached Exhibit "A" (hereinafter referred to as "Parcel 1"), hereby grants to Riverside-Orchard View Lane 15, LLC, and to its successors in interest and assigns (collectively, "Grantee"), as owners of that certain real property described on the attached Exhibit "B" (hereinafter referred to as "Parcel 2"), a perpetual but revocable, non-exclusive license to use that portion of Parcel 1 that is described on the attached Exhibit "C" (hereinafter referred to as the "License Area") for the benefit of Parcel 2, for the purposes of constructing, installing, improving, using, maintaining, repairing, replacing, reconstructing, inspecting and/or removing storm drain improvements and other improvements appurtenant thereto ("Drainage Work") within the License Area ("License"). The License shall also include the rights of pedestrian and vehicular ingress and egress over, though, along and across that portion of Parcel 1 that is described on Exhibit C, for the purposes, and to the extent necessary, of performing the Drainage Work and for the purposes necessary and incident thereto. Grantee shall submit detailed engineering plans detailing the nature and scope of the Drainage Work for Grantor's review prior to the recordation of Tract Map No. 31199, and shall be responsible for reimbursing all expenses incurred by Grantor in reviewing and approving said plans, including attorney and consultant fees and costs. Grantor shall retain final authority to approve the Drainage Work proposed by Grantee, which approval shall not be unreasonably withheld. The storm drain improvements within the License Area by Grantee that are authorized by this License shall be installed below and at an elevation lower than the existing underground canal and pipeline facilities operated by Grantor and Elsinore Valley Municipal Water District ("EVMWD") within the License Area but shall not interfere with any existing or planned infrastructure located within the License Area. Grantor and EVMWD reserve the right to require Grantee and its successors and assigns, including the County of Riverside, to replace at its own cost any existing facilities that are damaged and/or the useful life of which are reduced as a result of the Drainage Work contemplated herein, or performed hereunder.

Grantor is granting this License in order to assist Grantee in facilitating the development and construction of 15 residential lots proposed as part of Tentative Tract Map No. 31199 ("Project"). In exchange for and as a condition of such assistance, Grantee has agreed to be responsible and to reimburse Grantor for all fees, costs and expenses incurred by Grantor in connection with the negotiation, preparation and implementation of this License, including all attorneys' fees. The entitlements for the Project are currently being processed by the County of Riverside ("County"). Upon Grantee's completion of all County-required improvements for the Project, including satisfaction of all Project conditions of approval and construction of public improvements, the County intends to accept the ownership of Drainage Work provided it meets the requirements of the County and shall assume and undertake on behalf of Grantee all required maintenance and other rights and obligations related to the Drainage Work and this License.

AUG 29 2017 3.118

Prior to the County's assumption of these rights and obligations from Grantee, which assumption shall become immediately effective upon the County's acceptance of the Drainage Work and release of the performance bonds pledged by Grantee to secure construction of the Drainage Work required by the County as part of the Project entitlements, Grantee and/or its successors and assigns shall be responsible for performing all such maintenance and construction work. This License shall become irrevocable at such time as the County accepts the Drainage Work and assumes all rights and responsibilities from Grantee for the ongoing access and maintenance rights and obligations set forth herein.

At all relevant times, Grantee, and its successors in interest and assigns, shall take all reasonable steps necessary to ensure that Grantor's existing and future facilities and infrastructure, as well as the future facilities and infrastructure of EVMWD, are not damaged and/or that Grantor's and EVMWD's operations are not disrupted or interfered with as a result of the Drainage Work authorized by this License.

Grantee, and its successors in interest and assigns, agrees that Grantor has the right to partially or totally remove all or a portion of any surface improvements installed by Grantee, including any concrete paving covering any portion of Parcel 1, as deemed necessary or appropriate by Grantor for repair, maintenance or other work related to Grantor's use of Parcel 1. Costs related to the removal of the surface improvements for such use and costs related to the replacement of the subject surface improvements shall be borne by and are the responsibility of Grantee.

Grantee, and its successors in interest and assigns, , agrees to indemnify, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor and EVMWD from and against any and all claims, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs), but specifically excluding consequential and indirect damages, which arise as a result of the use of the License Area by Grantee and its agents, employees, tenants, invitees, licensees, contractors and successors in interest and assigns as Grantee may designate from time to time (collectively, "Grantee Parties"), for the purposes granted herein, except to the extent such claims are caused by negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors, permittees or invitees.

Grantee and its successors in interest and assigns, shall obtain and maintain a policy of general commercial liability insurance insuring Grantor, and all of Grantor's constituent partners or members, and each of their constituent partners, members, shareholders, agents, employees, invitees, licensees and contractors (the "Grantor Parties"), and EVMWD from and against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the License Area, with a primary combined single limit of not less than Two Million Dollars (\$2,000,000.00), based upon 2017 dollar values. Grantee shall ensure that all Grantee Parties that use the License are covered under the terms of said insurance policy, or that each obtain similar policies which, at minimum, provide Grantor and EVMWD the same protections. Said insurance policy shall be written on an occurrence basis (not a claims made basis), shall name Grantor and EVMWD as additional insureds, and shall contain a provision that the policy cannot be cancelled or modified as to the nature or extent of the coverage without Grantor or EVMWD receiving thirty (30) days prior written notice thereof. Grantee shall provide Grantor and EVMWD with a certificate evidencing such coverage within five (5) days of the effective date of this Agreement, and prior to the first construction, use, or other activities permitted under this License. In the event that the successor in interest to Grantee is a public agency, a program of self-insurance shall satisfy the insurance requirements described herein in this paragraph.

In the event that Grantee or any of the Grantee Parties fail to honor any provision of this License, or to timely or adequately perform any necessary maintenance or other obligations related to the Drainage Work and other work in accordance with the terms and conditions of this License, Grantor shall provide written notice to Grantee and EVMWD of such failure(s) ("Notice of Default"). Grantee shall: (i)

respond within no later than sixty (60) days from the date of delivery of the Notice of Default by providing a written solution to address the default that is reasonably acceptable to Grantor; and, (ii) perform any and all actions called for in the written solution, as accepted, that are necessary to implement said solution and cure such default within six (6) months from the date of delivery of the Notice of Default ("Cure Deadline"). In the event that the event of default causes physical damage to Grantor's or EVMWD's facilities, or otherwise causes an interruption in Grantor's or EVMWD's operations, the Notice of Default and Cure Deadline dates shall be shortened to 48 hours and 120 hours, respectively unless such Notice of Default and Cure Deadline dates have been extended by mutual agreement between the parties. In the event that Grantee fails to take such action(s) and/or cure such default to the reasonable satisfaction of Grantor prior to expiration of the Cure Deadline, Grantor shall have the authority to unilaterally terminate this License upon written notice to Grantee.

All Notices required or permitted under this License shall be deemed delivered upon deposit in the United States Mail, First Class, postage prepaid, and addressed as follows:

The Gage Canal Company
7452 Dufferin Avenue
Riverside, CA 92504

Riverside-Orchard View Lane 15, LLC
Attn: Michael Vairin
110 N. Lincoln Ave., Suite 100
Corona, CA 92882

The foregoing addresses shall be legally sufficient for all notice purposes until written notice changing the address for notices under this License has been delivered to all other parties pursuant to the provisions of this paragraph.

This License and the rights granted herein by Grantor to Grantee shall be subject to written approval by EVMWD and the County.

IN WITNESS WHEREOF, Grantor has executed this Grant of License this 31st day of July, 2017.

Gage Canal Company,
a California corporation

By: Paul Renck

Print Name: PAUL RENCK

Title: President

By: Ross Lewis

Print Name: Ross Lewis

Title: Secretary and General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~)
County of REVERSHORE)
On July 31, 2017 before me, REBECCA KAYE MACKLIN, NOTARY,
Date Here Insert Name and Title of the Officer
personally appeared PAUL RENCK
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature Rebecca Kaye Macklin
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

REBECCA KAYE WACKLIN
Commission # 2105083
Notary Public - California
Placer County
My Comm. Expires Mar 30 2019



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of REVERSE
On July 21, 2017 before me, REBECCA KAYE MACKLIN, Notary
Date Here Insert Name and Title of the Officer
personally appeared Ross Lewis
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____


BEVERLY RAYE MACKLIN
Commissioner & Director
Hawaii Bureau of Land
Management
Honolulu, Hawaii 96813
My Comm. Expires Mar. 30, 2013



EVMWD, on this 9th day of July ~~July~~ 2017, hereby expressly approves of this License and the rights granted herein by Grantor to Grantee.

"EVMWD"

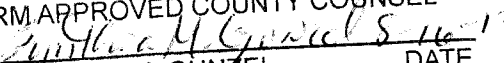
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
A California Public Agency

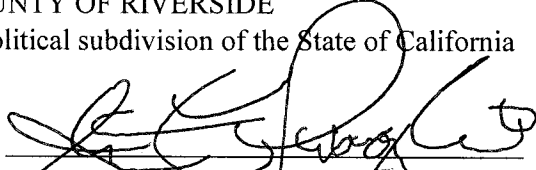
By: 
John D. Vega
General Manager

County, on this 29th day of August 2017, hereby expressly approves of this License and the rights granted herein by Grantor to Grantee.

"County of Riverside"

COUNTY OF RIVERSIDE
A political subdivision of the State of California

FORM APPROVED COUNTY COUNSEL
BY:  8-16-17
SYNTHIA M. GUNZEL DATE

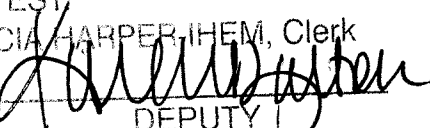
By: 
JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

GRANTEE

Riverside-Orchard View Lane 15, LLC
A Delaware Limited Liability Company

By: Griffin Residential III, LLC
A California Limited Liability Company
Its: Manager

By: 
Michael Vairin, Manager

ATTEST
KECIA HARPER-HEM, Clerk
By: 
DEPUTY

ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

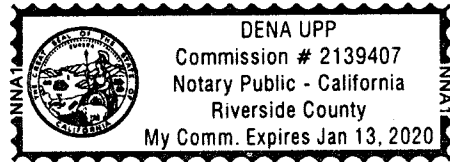
On July 26, 2017 before me, Dena Upp, a Notary Public
(insert name and title of the officer above)

personally appeared Michael Vairin,

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 Dena Upp (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

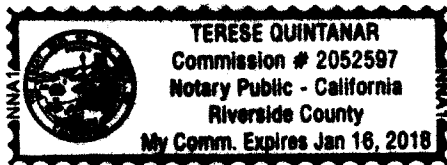
On August 9, 2017 before me, Terese Quintanar, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared John D. Vega
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Terese Quintanar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of License-Drainage Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

California All-Purpose Acknowledgment

The so-called "all-purpose" acknowledgment wording, as prescribed in California Civil Code Section 1189(a), is mandatory for all acknowledgments taken in the state, whether the acknowledger is signing as an individual or a representative (partner, corporate officer, attorney in fact, trustee, etc.).

Law permits California Notaries to use an out-of-state acknowledgment form on a document that will be filed in that other state or U.S. jurisdiction, but only if "the form does not require the Notary to determine or certify that the signer holds a particular representative capacity or to make other determinations and certifications not allowed by California

law" (Civil Code Section 1189(c)).

Still, however, any acknowledged document notarized and filed or recorded in California must bear only an all-purpose certificate.

State law requires the "all-purpose" certificate wording to be used exactly as it appears in statute.

The optional section at the bottom can deter alteration of the document or fraudulent reattachment of this form to an unintended document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the certificate.

Instructions:

1 NAME OF COUNTY where Notary performs notarization.

2 DATE OF NOTARIZATION. Actual month, day and year on which signer(s) appear(s) before Notary.

3 NAME & TITLE OF NOTARIZING OFFICER. In the case of a Notary, "Notary Public" would be the title.

4 NAME(S) OF SIGNER(S) appearing before Notary. Initials and spelling of names should agree with name(s) signed on document and ID card.

5 NUMBER AND GENDER OF SIGNER(S). Cross out letters and words that do not apply — person(s), name(s), is/are, he/she/they, his/her/their, capacity(ies), signature(s) — or circle words that apply, to agree with number and gender of signer(s) in space 4.

6 SIGNATURE OF NOTARY exactly as name appears on commissioning papers, in space 3 and in seal.

7 NOTARY SEAL IMPRINT, clearly and legibly affixed.

SPACES 8-15 ARE OPTIONAL

Omission of information here will not affect the document's validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

8 TITLE OR TYPE OF DOCUMENT notarized, such as "Grant Deed."

9 DATE OF DOCUMENT notarized. Most but not all documents will have a date, usually at the top or following the signature. If none, insert "No Date."

10 NUMBER OF PAGES in the notarized document. This may point out fraudulent addition or removal of pages. Do not count the certificate as a page. However, the certificate will be regarded as a page by recording officials in assessing recording fees.

11 SIGNER(S) OTHER THAN NAMED IN SPACE 4. Since all signers might not be named on the same notarial certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If there are a large number of signers, a notation such as "Mary Smith and 28 other signers" will suffice. If none, insert "no other signers."

12 NAME(S) OF SIGNER(S) from space 4 whose capacity and represented entity follow.

13 CAPACITY CLAIMED BY SIGNER. Check appropriate box to indicate whether signer is signing as individual (as his or her self or on behalf), or as corporate officer. Indicate corporate title: partner (indicate whether "limited" or general partner), attorney in fact, trustee, guardian/conservator, or in another capacity.

14 DESCRIPTION OF OTHER CAPACITY(IES). A single capacity, such as "executor," may be indicated here; or a multiple capacity, such as "corporate officer signing for partnership in which corporation is partner."

15 NAME OF PERSON OR LEGAL ENTITY that signer is representing. It could, for example, be the name of an absent person represented by attorney in fact. It could be the name of a condominium association, such as "Blue Lagoon Condo Assn." Or it could be multiple entities, such as "XYZ Corp., partner in Mutual Enterprises, a partnership."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles)
County of Los Angeles)

On July 19, 2012 before me, Pat R. Jones, Notary Public
Date Name and Title of the Officer
personally appeared Michael T. Smith
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Pat R. Jones
Signature of Notary Public

Place Notary Seal Above

OPTIONAL
Though this section is optional, completing this information can deter alteration of the document.
(Prevent reattachment of this form to an unintended document.)

Description of Attached Document: Grant Deed Document Date: July 19, 2012
Number of Pages: ONE Signer(s) Other Than Named Above: NO OTHER SIGNERS

Capacity(ies) Claimed by Signer(s)
Signer's Name: Michael T. Smith Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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NATIONAL NOTARY ASSOCIATION
9350 De Soto Avenue
Chatsworth, CA 91311-4926
1-800-876-6827
www.NationalNotary.org

EXHIBIT "A"

Legal Description of "Parcel 1"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT STRIP OF LAND AS SHOWN BY MAP OF LANDS OF MOULTON AND PRAED, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP ON FILE IN BOOK 2, PAGE 3 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING THAT CERTAIN STRIP OF LAND LYING BETWEEN LOTS 3, 7 AND 8 AND LOTS 4, 5 AND 6 IN BLOCK 10; ALSO ITS CONTINUATION INTO BLOCK 11; ALSO LYING BETWEEN LOTS 10, 11 AND 12 AND LOTS 5 AND 6 IN SAID BLOCK 11; AND ALSO LYING SOUTHERLY OF THE SOUTHERLY LINE OF LOTS 9, 10 AND 21 IN SAID BLOCK 11.

EXCEPT THEREFROM ANY PORTION LYING WEST OF THE EASTERLY LINE OF SAID BLOCK 11.

ALSO EXCEPT THEREFROM ANY PORTION LYING EAST OF THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF LOT 12 IN SAID BLOCK 11.

THE DESCRIPTION CONTAINED IN THIS REPORT IS NOT A MATTER OF RECORD AND HAS BEEN PROVIDED AS AN ACCOMMODATION FOR REPORT PURPOSES ONLY. THIS DESCRIPTION IS NOT INTENDED FOR USE IN ANY TRANSACTION WITHOUT PRIOR INVESTIGATION AND APPROVAL.

APN: 136-090-004-5, 136-090-016-6

EXHIBIT "B"

Legal Description of "Parcel 2"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, SECTION 30, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, LOT 8 OF BLOCK 11 MOULTON & PRAED'S ADDITION TO ARLINGTON HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED IN DEED TO AUDREY MERKIN RECORDED JANUARY 16, 2004 AS DOCUMENT NUMBER 2004-0033623 LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF LA SIERRA AVENUE (40 FOOT HALF-WIDTH) AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 79 OF RECORD OF SURVEYS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, RECORDED OCTOBER 20, 1987.

TOGETHER WITH COMMON OPEN SPACE LOT 64 OF TRACT NO. 9562, AS PER MAP RECORDED NOVEMBER 24, 1981 IN BOOK 123 OF MAPS, PAGES 10 THROUGH 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND CORRECTED BY DOCUMENT RECORDED AUGUST 14, 1990 AS INSTRUMENT NO. 302172 OF OFFICIAL RECORDS.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID MERKIN LANDS AS SHOWN ON SAID RECORD OF SURVEY THENCE ALONG THE EASTERLY LINE OF SAID LOT 64 SOUTH $06^{\circ} 44' 29''$ WEST 53.08 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ORCHARD VIEW LANE (40 FEET WIDE) AS SHOWN ON SAID TRACT NO. 9562 AND A POINT ON A NON-TANGENT 533.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE TO SAID POINT BEARS NORTH $19^{\circ} 32' 23''$ EAST; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 00' 00''$ AN ARC DISTANCE OF 186.05 FEET; THENCE SOUTH $89^{\circ} 32' 23''$ WEST 149.75 FEET; THENCE NORTH $44^{\circ} 59' 36''$ WEST 32.79 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LA SIERRA AVENUE (55 FOOT HALF WIDTH) AS SHOWN ON SAID TRACT 9562 AND A POINT ON A NON-TANGENT 2055.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH $87^{\circ} 57' 13''$ EAST; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ} 04' 08''$ AN ARC DISTANCE OF 2.47 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MERKIN LANDS; THENCE ALONG SAID SOUTHERLY LINE NORTH $89^{\circ} 37' 00''$ WEST 15.02 FEET TO THE EASTERLY RIGHT OFWAY LINE OF LA SIERRA AVENUE (40 FOOT HALF-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY AND TO A POINT ON A NON-TANGENT 2040.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH $87^{\circ} 51' 58''$ EAST; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OFWAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ} 57' 32''$ AN ARC DISTANCE OF 853.05 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF VIEW AVENUE (40 FEET WIDE) AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH $58^{\circ} 27' 08''$ EAST 210.93 FEET; THENCE SOUTH $69^{\circ} 02' 5''$ EAST 285.00 FEET; THENCE SOUTH $22^{\circ} 32' 52''$ EAST 139.00 FEET; THENCE NORTH $87^{\circ} 27' 07''$ EAST 90.00 FEET; THENCE NORTH $73^{\circ} 27' 08''$ EAST 231.00 FEET TO THE MOST WESTERLY CORNER OF LOT 65 OF TRACT NO. 9562-1, AS PER MAP RECORDED IN BOOK 117 OF MAPS, PAGES 30 THROUGH 39, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY RECORDED JANUARY 23, 1981, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LOT 65 FOR THE FOLLOWING TWO COURSES: SOUTH $22^{\circ} 48' 57''$ EAST 152.58 FEET; THENCE SOUTH $51^{\circ} 45' 00''$ EAST 265.77 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $88^{\circ} 08' 49''$ WEST 492.27 FEET MORE OR LESS TO THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF SAID SECTION 25 SOUTH $00^{\circ} 21' 56''$ WEST 484.43 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED AS PARCEL A OF THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5333 RECORDED SEPTEMBER 30, 2009 AS INSTRUMENT NO. 506463, OFFICIAL RECORDS.

APN(s): 136-090-014; 136-120-016

EXHIBIT "C"

Legal Description and Depiction of "License Area"

In the County of Riverside, State of California:

Being a portion of Block 11 of the Lands of Moulton and Praed, per map filed in Book 2, page 3 of Maps, records of said Riverside County, described in deed to the Gage Canal Company, recorded February 9, 1972 as Instrument No. 17108 of Official Records, more particularly described as follows:

Beginning at the southwesterly corner of Lot 40 of Tract No. 30295, per map filed in Book 372, pages 69 through 85, inclusive, of Maps, records of said Riverside County;

Thence South 9°22'45" East, a distance of 53.78 feet to the southerly line of deed to Gage Canal Company as shown on said Tract No. 30295;

Thence North 73°32'03" East along said southerly line, a distance of 70.11 feet;

Thence North 5°30'25" West, leaving said southerly line, a distance of 66.72 feet to the southerly line of said Lot 40;

Thence South 77°18'20" West along said southerly line of Lot 40, a distance of 24.87 feet to an angle point therein;

Thence South 14°22'45" East along said southerly line, a distance of 20.08 feet to an angle point therein;

Thence South 80°37'15" West along said southerly line, a distance of 51.00 feet to the point of beginning.

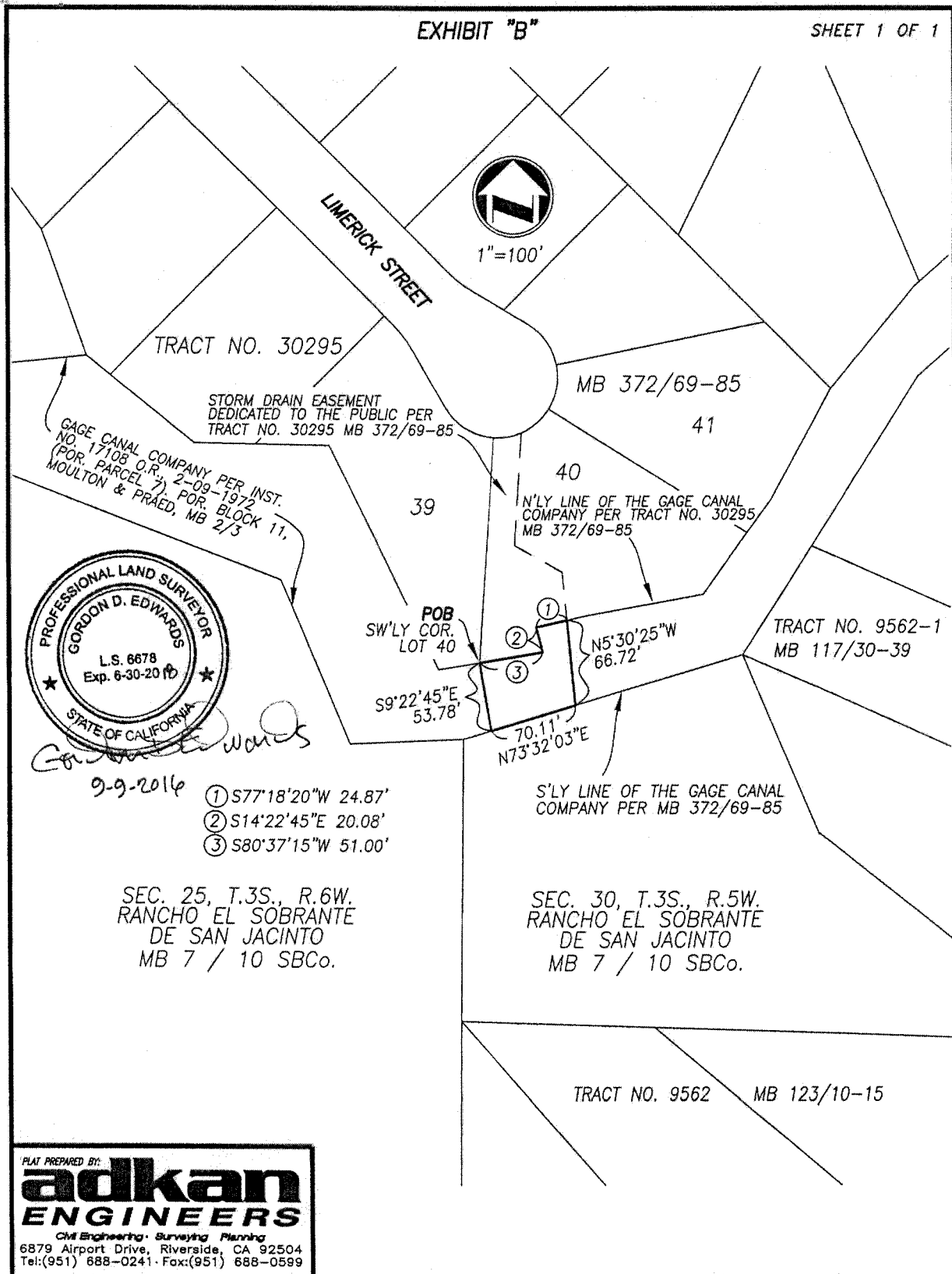
Containing 3,991 square feet, more or less.

Prepared by me or under my direction

9-9-2016
Gordon D Edwards

Gordon D Edwards, PLS 6678
Expiration 6-30-2018





Gordon D. Edwards
9-9-2016

- ① S77°18'20"W 24.87'
- ② S14°22'45"E 20.08'
- ③ S80°37'15"W 51.00'

SEC. 25, T.3S., R.6W.
RANCHO EL SOBRANTE
DE SAN JACINTO
MB 7 / 10 SBCo.

SEC. 30, T.3S., R.5W.
RANCHO EL SOBRANTE
DE SAN JACINTO
MB 7 / 10 SBCo.

PLAT PREPARED BY:

adkan ENGINEERS

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