

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



ITEM
11.1
(ID # 7180)

MEETING DATE:

Tuesday, June 26, 2018

FROM : FLOOD CONTROL DISTRICT:

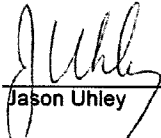
SUBJECT: FLOOD CONTROL DISTRICT: Approve the First Amendment to the Cooperative Agreement by and between the Riverside County Flood Control and Water Conservation District and the City of Perris for Perris Valley MDP Line Q, Project No. 4-0-00512, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the Cooperative Agreement by and between the Riverside County Flood Control and Water Conservation District (District) and the City of Perris (City); and
2. Authorize the Chairman to execute the First Amendment to the Cooperative Agreement on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) copies of the executed First Amendment to the Cooperative Agreement to the District.

Prev. Agn. Ref.: 11.3 of 03/31/09

ACTION: Policy



Jason Uhley

6/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT 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:			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 31, 2009 (Agenda Item No. 11.3), the Board of Supervisors approved the Cooperative Agreement between the District and the City which set forth the terms and conditions by which the District would contribute funding to the City for the design and construction of the Perris Valley Master Drainage Plan (MDP) Line Q (Project) as part of a City administered public works construction contract.

The City has completed construction of the Project in accordance with improvement plans approved by the District. This First Amendment to the Cooperative Agreement is necessary to update the City's responsibilities regarding the conveyance of easement and fee interests, title insurance, and indemnification in the Cooperative Agreement.

County Counsel has approved the First Amendment to the Cooperative Agreement as to legal form. The City has executed the First Amendment to the Cooperative Agreement.

Prev. Agn. Ref.: 11.3 of 03/31/09

Impact on Residents and Businesses

No direct impact on the citizens and businesses as this First Amendment to the Cooperative Agreement merely updates the City's responsibilities under the Cooperative Agreement.

SUPPLEMENTAL:

Additional Fiscal Information

The District previously made a payment to the City for the design and construction of the project. Upon acceptance of the mainline storm drain facilities by the District, future operations and maintenance costs associated with those facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to the Cooperative Agreement

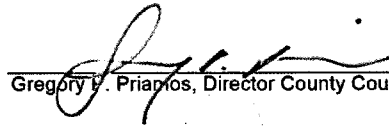
SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RKM:rlp
P8/221188



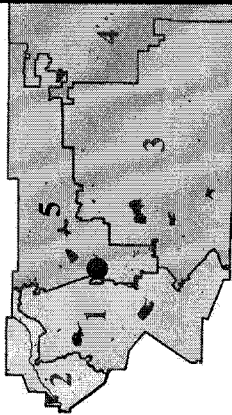
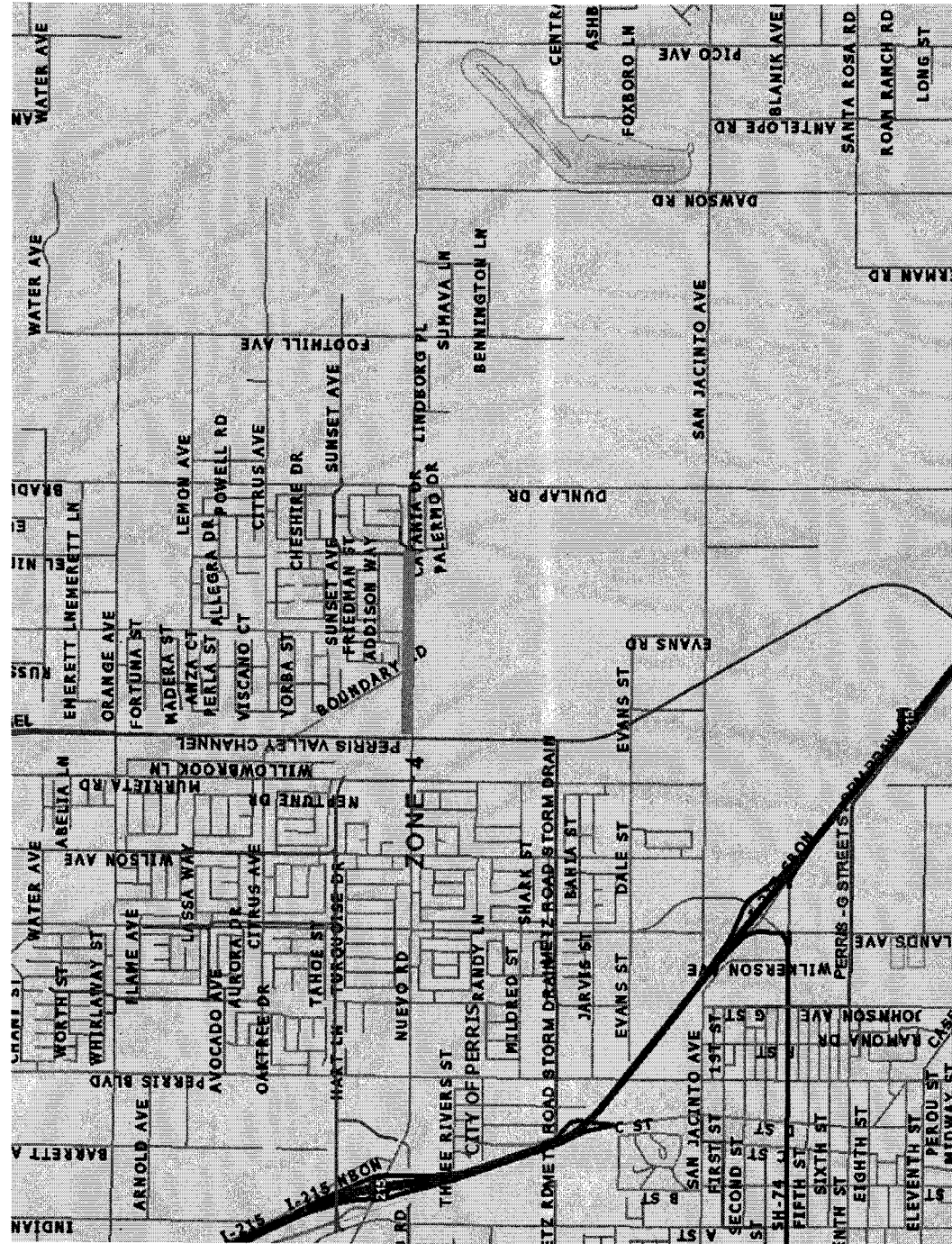
Jason Farin, Senior Management Analyst

6/19/2018



Gregory V. Priaplos, Director County Counsel

6/14/2018



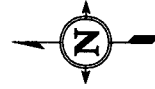
Supervisor Districts

LEGEND:

- Project Vicinity
- - - Existing District Facilities
- Supervisorial District

DESCRIPTION:

Perris Valley MDP Line Q
 Project No. 4-0-00512



**FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT BY AND BETWEEN
THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AND THE CITY OF PERRIS**

**(PERRIS VALLEY MDP LINE Q)
(Project No. 4-0-00512)**

THIS FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT ("1st Amendment"), made and entered into this 20th day of June, 2018, by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, ("DISTRICT") and the **CITY OF PERRIS**, a municipal corporation, ("CITY"), sometimes hereinafter collectively referred to as the "Parties".

RECITALS

A. DISTRICT and the CITY have entered into that certain Cooperative Agreement dated March 31, 2009 ("Agreement") concerning the design, construction, ownership rights and maintenance of the Perris Valley Master Drainage Plan Line Q ("Project") whereby CITY was to convey, or caused to convey, a fee simple right of way interest in real property for the Project upon completion of construction of DISTRICT DRAINAGE FACILITIES as defined therein the Agreement.

B. CITY is the holder of certain easement interests in and to portions of real property ("Property A") with Assessor's Parcel Numbers 320-430-002 and 320-430-018 (formerly Assessor's Parcel Numbers 306-260-004 and 306-260-003), as described and depicted specifically in Exhibits "A-1", "A-3", "B-1" and "B-3" therein, attached hereto and by this reference incorporated herein, for improvement of storm water control facilities on and around Nuevo Road ("Easement Interests") in the city of Perris, County of Riverside; and

C. KABD, LLC, a California limited liability company, ("KABD") is the fee interest owner of Property A; and

D. CITY acquired the Easement Interests in Property A pursuant to a Final Judgment and Order in Condemnation filed in Riverside County Superior Court (Case No. RIC 469061) on February 25, 2008, provided as Exhibit "E-1", attached hereto and by this reference incorporated herein; and

E. CITY has offered and the District is now willing to accept the Easement Interests instead of a fee interest for Property A, provided that CITY indemnify DISTRICT for any third party claims, including without limitation, any claims brought by KABD related to CITY's acquisition of the Easement Interests as an easement and DISTRICT's acceptance of said Easement Interests and for the intended use and purpose as such use and purpose is provided in the Agreement; and

F. To address DISTRICT's concern, CITY has agreed to indemnify DISTRICT for any claims that may be brought by third parties, including KABD, against DISTRICT concerning the Easement Interests; and

G. DISTRICT considers CITY's indemnification of DISTRICT and reimbursement to DISTRICT as material to DISTRICT entering into this 1st Amendment and accepting the Easement Interests; and

H. CITY is the owner of certain fee interests in and to portions of real property ("Property B") with Assessor's Parcel Number 320-430-019 (formerly Assessor's Parcel Number 306-260-017), as described and depicted specifically in Exhibits "A-2" and "B-2", attached hereto and by this reference incorporated herein, for improvement of storm water control facilities on and around Nuevo Road ("Fee Interest 1") in the city of Perris, County of Riverside; and

I. CITY acquired Fee Interest 1 in Property B pursuant to a Final Judgment and Order in Condemnation filed in Riverside County Superior Court (Case No. RIC 469058) on July 3, 2008, provided as Exhibit "E-2", attached hereto and by this reference incorporated herein for a public purpose to improve storm water control facilities on and around Nuevo Road in the city of Perris, County of Riverside and all uses appurtenant thereto; and

J. CITY is the Fee Interest owner of real property ("Property C") with Assessor's Parcel Number 320-571-038 (formerly Assessor's Parcel Number 306-260-005), as described and depicted specifically in Exhibit "E-3", attached hereto and by this reference incorporated herein, for a public purpose to improve storm water control facilities on and around Nuevo Road ("Fee Interest 2") in the city of Perris, County of Riverside and all uses appurtenant thereto; and

K. For purposes of this 1st Amendment, Fee Interest 1 for Property B and Fee Interest 2 for Property C shall hereinafter be collectively referred to as "Fee Interests"; and

L. CITY has offered and DISTRICT is now willing to accept the Fee Interests; and

M. The Parties now desire to amend the Agreement to provide for, among other things, a change in the interest in real property to be conveyed to DISTRICT.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy is hereby acknowledged, DISTRICT and CITY agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. **Acceptance of Real Property Interest.** Section I. subsections 18. a. and b. of the Agreement are hereby amended and Subsection 18.c. is hereby added as follows:
 - a. title to easement interests, including ingress and egress, in an easement deed form approved by DISTRICT, to the rights of way in portions of Property A as shown in

Exhibits "A-1", "A-3", "B-1", and "B-3" of Attachment E-1, attached hereto and by this reference incorporated herein.

- b. title in fee interest, in a grant deed form approved by DISTRICT, to right of way in Property B for DISTRICT DRAINAGE FACILITIES, as described and depicted in Exhibits "A-2" and "B-2" of Attachment E-2, attached hereto and by this reference incorporated herein.
- c. title in fee interest, in a grant deed form approved by DISTRICT, to right of way in Property C for the DISTRICT DRAINAGE FACILITIES, as described and depicted in Attachment E-3, attached hereto and by this reference incorporated herein.

3. Title Insurance. Section I. Subsection 19. of the Agreement is hereby deleted in its entirety and replaced with the following:

19. At the time of recordation of the conveyance document(s) for the real property interests set forth in Section I.18.a. through c. herein, furnish DISTRICT with policies of title insurance, each in the amount of:

- a. the amount of not less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for each fee interest right of way parcel that CITY must convey to DISTRICT; and
- b. the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement interest right of way parcel that CITY must convey to DISTRICT; and
- c. the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each access easement interest that CITY must convey to DISTRICT; and
- d. Guaranteeing DISTRICT's interest in all said properties as being free and clear of all liens, encumbrances, assessments, easements that would interfere with DISTRICT's interests, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are acceptable.

4. Indemnification. Section I. Subsection 27. is hereby added to the Agreement as follows:

27. Indemnification. CITY shall indemnify and hold harmless DISTRICT, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives ("Indemnified Parties") from any liability or claims whatsoever, based or asserted upon 1) any act or omission of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with conveyance or use of the easement interests in real property for the

Project or this Agreement, including but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever; and 2) any assertions or claims brought by any third party, including KABD, its assigns or successors-in-interest, arising out of or in any way relating to or connected with the acceptance of the easement interests on Property A by the indemnified Parties instead of receiving fee interest from the CITY, the use of the Easement Interests by the Indemnified Parties for the intended purpose as a flood control facility as provided in the Agreement and this 1st Amendment. This indemnification shall not extend to negligent or reckless acts by DISTRICT in the maintenance of the any of the flood facilities constructed thereon.

With respect to KABD, its assigns or successors-in-interest, this indemnification also extends to claims brought or liability asserted by KABD, its assigns or successors-in-interest, regarding the use of the easement interests on Property A by DISTRICT for the intended purpose, as set forth in the Condemnation and described in the Agreement, including, but not limited to, if any such claims are brought or liability is asserted pursuant to and under the rights and interests that KABD specifically reserved in the Condemnation Action. This indemnification does not extend to any claims or liability asserted by the third party or KABD, its assigns or successors-in-interest, for personal injuries or property damages against the Indemnified Parties arising out of or related to the negligent or reckless use, development, or maintenance of the Easement Interests on Property A by DISTRICT.

CITY shall defend, at its sole expense, all costs and fees including, but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, of the Indemnified Parties in any claim or action, based upon such alleged acts or omissions as outlined in this Section.

With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to the Indemnified Parties as set forth herein.

CITY's obligation hereunder shall be satisfied when CITY has provided to DISTRICT the appropriate form of dismissal relieving the Indemnified Parties from any liability for the action or claim involved.

The specified title insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims, including without limitation, any claims brought by KABD.

5. **Other Terms Remain.** Except as specifically amended or modified herein, all other terms and conditions of the Agreement shall remain the same and in full force and effect. This 1st Amendment shall not be binding upon the Parties until both Parties have approved and executed by its duly authorized representatives. If any provisions of this 1st Amendment or the Cooperative Agreement shall be determined to be illegal or unenforceable, such

determination shall not affect any other provision of the Cooperative Agreement and all such other provisions shall remain in full force and effect.

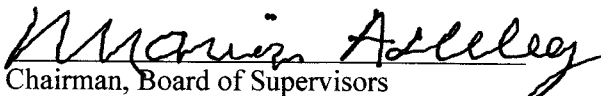
[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto, in their respective capacities, have executed this Amendment on JUN 26 2018.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body politic

By: 
JASON E. UHLEY
General Manager-Chief Engineer

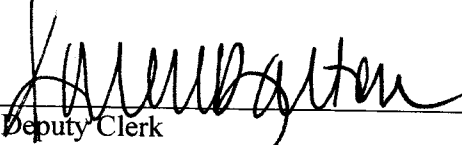
By: 
Chairman, Board of Supervisors
MARION ASHLEY


ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

GREGORY PRIAMOS,
County Counsel

By: 
Deputy Clerk

By:  6/13/18
SYNTHIA M. GUNZEL
Deputy County Counsel

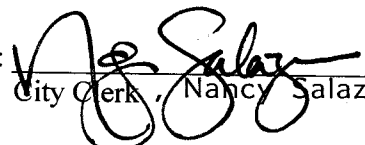
(SEAL)


CITY OF PERRIS,
a municipal corporation

By: 
Michael M. Vargas
Mayor

ATTEST:

APPROVED AS TO FORM:

By: 
City Clerk, Nancy Salazar

By: 
ERIC L. DUNN
City Attorney

(SEAL)

CSS:blm
12/21/2017

EXHIBIT "A-1"
EASEMENT FOR DRAINAGE IMPROVEMENTS
NUEVO ROAD

AN EASEMENT FOR DRAINAGE IMPROVEMENTS ON THE PROPERTY COMMONLY KNOWN AS APN: 306-260-004, DESCRIBED AS FOLLOWS:

THAT PORTION OF BOUNDARY ROAD OF PERRIS VALLEY LAND AND WATER COMPANY TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SAID BOUNDARY ROAD AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF FIGODATA FARMS NO. 3, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 39 OF MAPS, RECORDS OF SAID COUNTY;

THENCE NORTH 30°42'32" WEST 49.03 FEET, ALONG SAID SOUTHWEST LINE OF BOUNDARY ROAD, TO A LINE PARALLEL WITH AND DISTANT 134.00 FEET NORTH OF THE CENTERLINE OF NUEVO ROAD;

THENCE SOUTH 89°35'53" EAST 25.33 FEET, ALONG SAID PARALLEL LINE, TO THE SAID SOUTHERLY PROLONGATION OF THE OF THE EASTERLY LINE OF FIGODATA FARMS NO. 3;

THENCE SOUTH 00°23'41" WEST 41.98 FEET, ALONG SAID SOUTHERLY PROLONGATION, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 0.01 ACRES, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:

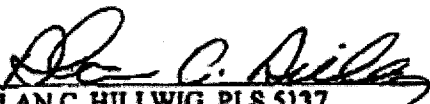

ALAN C. HILLWIG, PLS 5137
DATE: June 29, 2007



EXHIBIT "A-3"
EASEMENT FOR DRAINAGE IMPROVEMENTS
NUEVO ROAD

AN EASEMENT FOR DRAINAGE IMPROVEMENTS ON THE PROPERTY COMMONLY KNOWN AS APN: 306-260-003, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GOVERNMENT LOT 3 IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MURRIETA ROAD AND NUEVO ROAD, SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 21, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 65, PAGES 10 THROUGH 20, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE SOUTH 89°35'53" EAST, A DISTANCE OF 885.13 FEET, ALONG THE SAID CENTERLINE OF NUEVO ROAD, TO THE INTERSECTION OF THE EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL AND THE SAID CENTERLINE OF NUEVO ROAD, AS SHOWN ON SAID RECORD OF SURVEY, THE SAID PERRIS VALLEY STORM DRAIN CHANNEL BEING THAT CERTAIN PARCEL OF LAND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 8, 1953 AS INSTRUMENT NO. 22879, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°36'59" EAST, A DISTANCE OF 64.00 FEET, ALONG THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 64.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°35'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1112.37 FEET, TO A POINT ON THE WEST LINE OF LOT 5, AS SHOWN ON MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT, BOOK 7, PAGE 38 OF MAPS, FILED IN THE OFFICE OF RECORDER IN SAID COUNTY;

THENCE NORTH 30°41'48" WEST, A DISTANCE OF 66.57 FEET, ALONG THE WEST LINE OF SAID LOT 5, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 121.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD;

THENCE NORTH 89°35'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 922.78 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 155.00 FEET EASTERLY OF THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL;

THENCE NORTH 00°36'59" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 69.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 190.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD;

THENCE NORTH 89°35'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 155.00 FEET, TO THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL;

THENCE SOUTH 00°36'59" WEST ALONG SAID EAST LINE, A DISTANCE OF 126.00 FEET, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 73,114 SQUARE FEET, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:


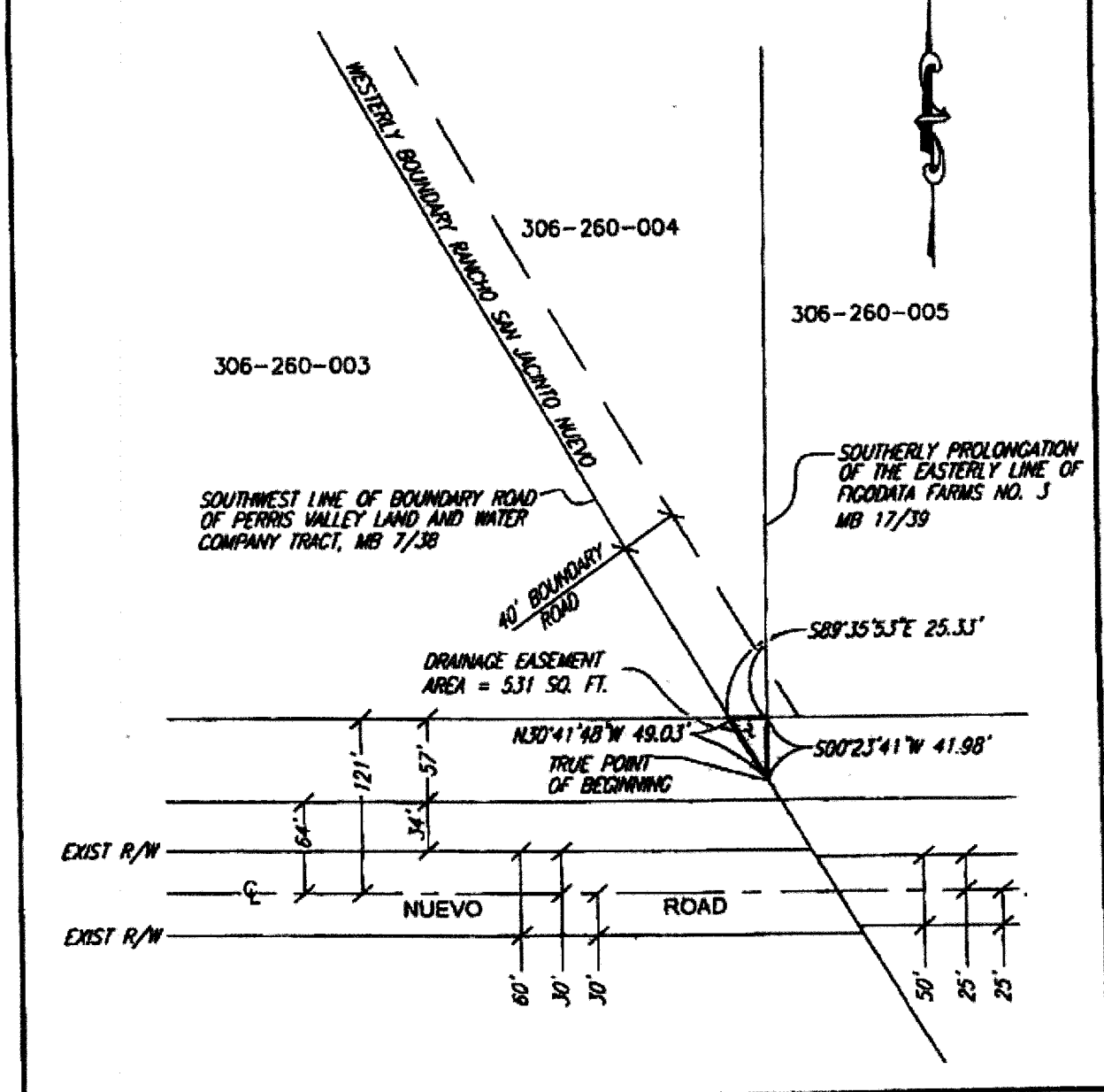

ALAN C. HILLWIG, PLS 5137
DATE: June 29, 2007



EXHIBIT "B-1"



EASEMENT FOR DRAINAGE IMPROVEMENTS NUEVO ROAD



PREPARED AT THE REQUEST OF KELLER CONSULTING

PN: 327-01

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

P
PREPARED BY: H-G, LLC

SCALE: 1" = 100'

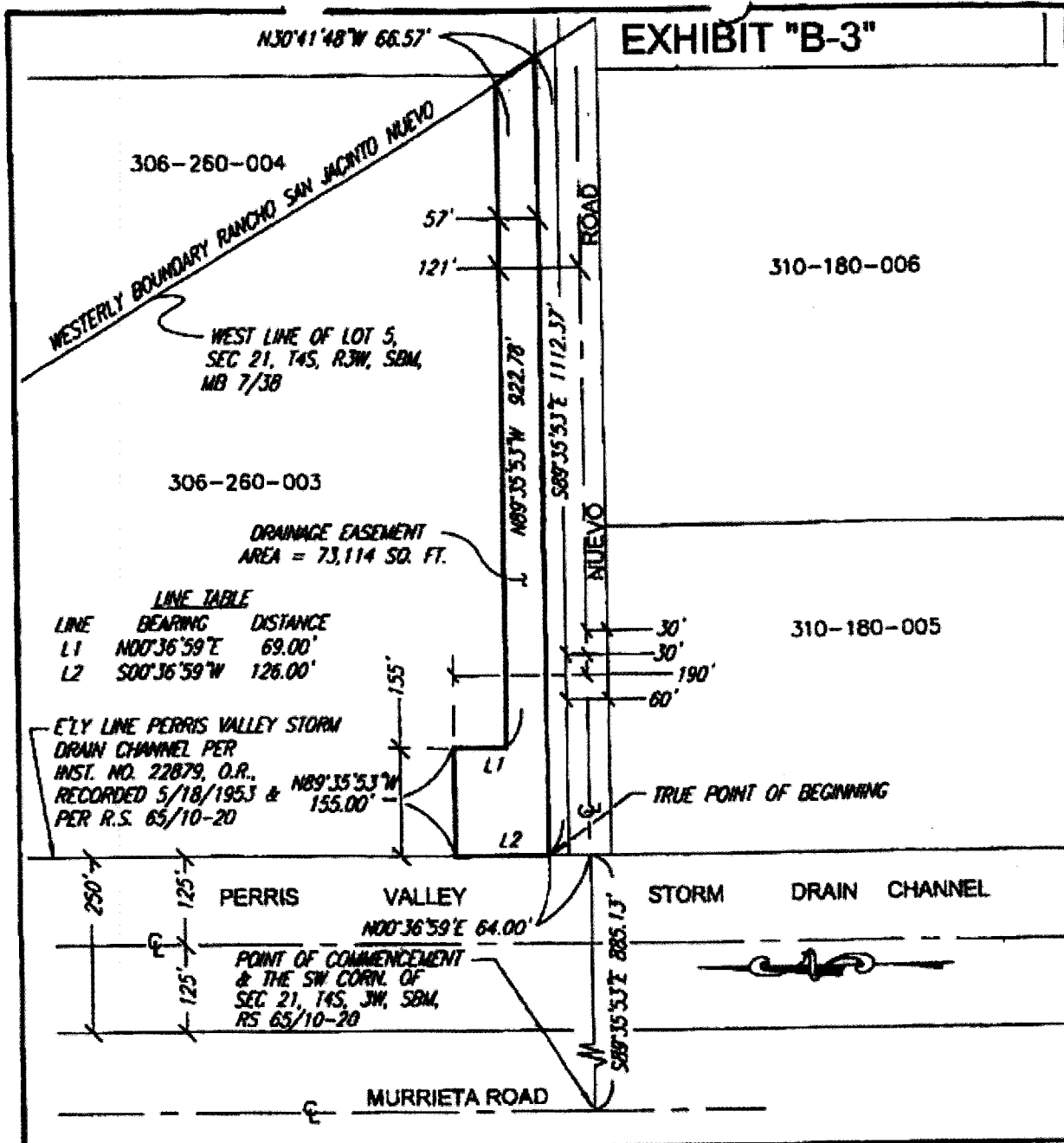
PREPARED BY: *Alan C. Hillwig*

DATE: JUNE 2007

DATE: *JUNE 29, 2007*

SHEET 1 OF 1

EXHIBIT "B-3"



EASEMENT FOR DRAINAGE IMPROVEMENTS
NUEVO ROAD

PREPARED AT THE REQUEST OF KELLER CONSULTING

PN: 327-01

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

0-b

PREPARED BY: H-G, LLC

SCALE: 1" = 200'

PREPARED BY: *Alan C. Hillwig*

DATE: JUNE 2007

DATE: *June 29, 2007*

SHEET 1 OF 1

EXHIBIT "A-2"

DRAINAGE DEDICATION

REAL PROPERTY IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 3, AS SHOWN ON PARCEL MAP NO. 6186, ON FILE IN BOOK 15, PAGE 98 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER BEING A POINT ON A LINE PARALLEL WITH AND 35.00 FEET NORTHERLY OF THE CENTERLINE OF NUEVO ROAD, AS SHOWN ON SAID PARCEL MAP NO. 6186;

THENCE NORTH $00^{\circ}26'04''$ EAST ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 97.48 FEET;

THENCE NORTH $89^{\circ}33'56''$ WEST, A DISTANCE OF 30.00 FEET, TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL 3, BEING THE POINT OF BEGINNING:

THENCE SOUTH $00^{\circ}26'04''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 70.51 FEET;

THENCE SOUTH $34^{\circ}40'10''$ WEST, A DISTANCE OF 30.80 FEET, TO A LINE PARALLEL WITH AND 9.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL 3;

THENCE NORTH $89^{\circ}35'53''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1264.47 FEET;

THENCE NORTH $44^{\circ}35'06''$ WEST, A DISTANCE OF 25.46 FEET, TO A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 3, SAID WESTERLY LINE BEING A LINE PARALLEL WITH AND 44.00 FEET EASTERLY OF THE CENTERLINE OF EVANS ROAD, AS SHOWN ON SAID PARCEL MAP NO. 6186;

THENCE NORTH 00°25'41" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 38.99 FEET, TO A LINE PARALLEL WITH AND 65.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL 3;

THENCE SOUTH 89°35'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1287.48 FEET;

THENCE NORTH 32°50'15" EAST, A DISTANCE OF 37.32 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1.71 ACRES, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:


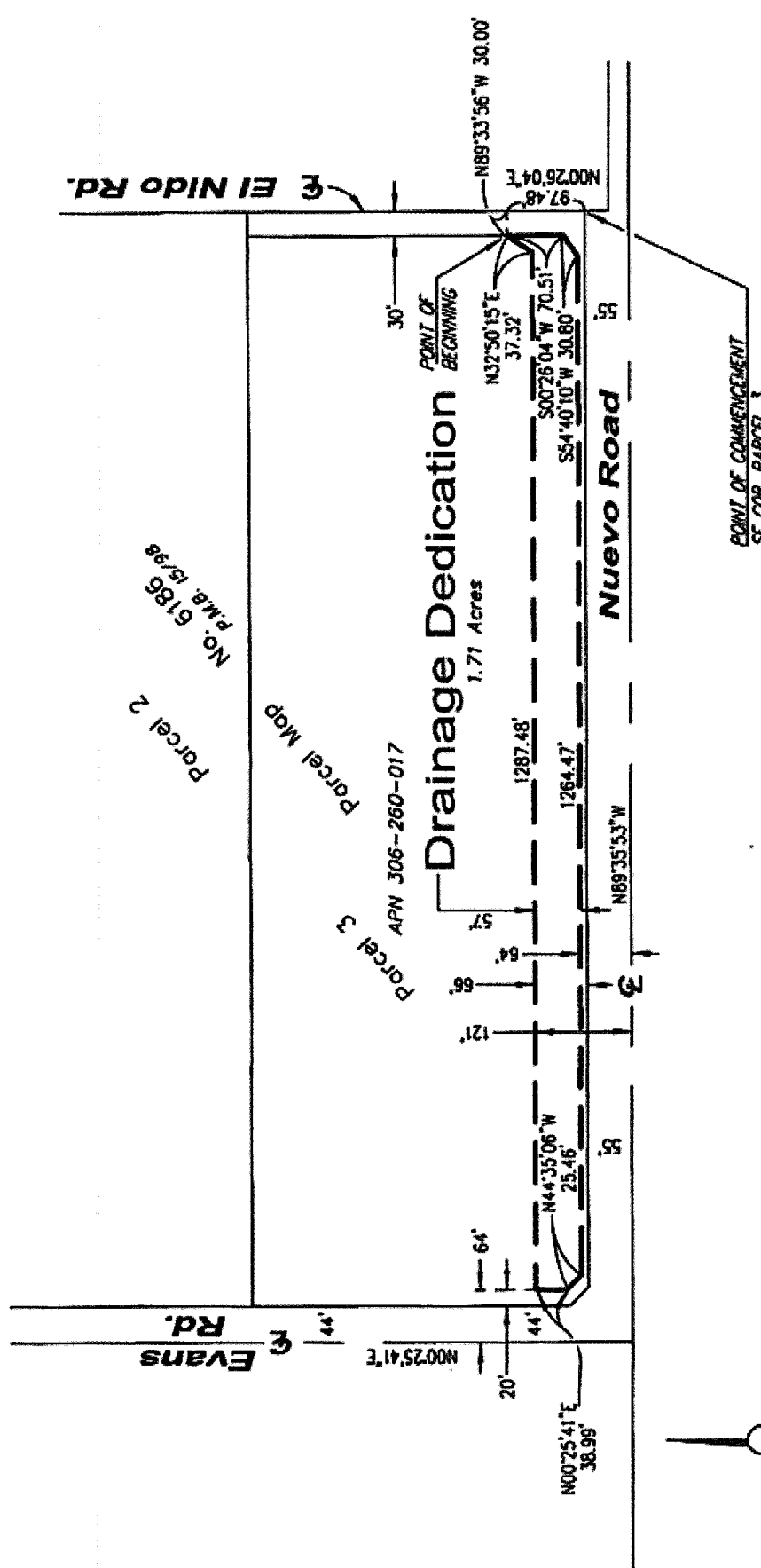

ALAN C. HILLWIG, PLS 5137
DATE: 5/4/2007



EXHIBIT "B-2" - DRAINAGE DEDICATION



DRAINAGE DEDICATION OVER PARCEL 3, PM NO. 6186

PREPARED AT THE REQUEST OF KELLER CONSULTING

PN: 327-01

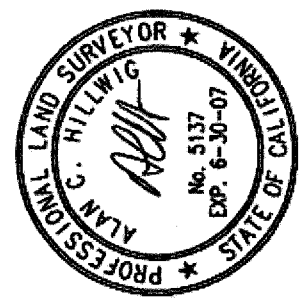
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: H-G, LLC

SCALE: 1" = 200'

DATE: MAY 2007

SHEET 1 OF 1



PREPARED BY: *Alan C. Hillwig*
 DATE: *5/1/2007*

EXHIBIT
E-3

DOC # 2007-0308345

05/08/2007 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry H. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Perris
Attn: Judy L. Haughney, City Clerk
101 North "D" Street
Perris, CA 92570

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									023

M
023

Grant Deed (APN 306-260-005)

Line O Dedication - Tract 33338

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

RECEIVED
MAY 16 2007
CITY OF PERRIS
CITY CLERK
[Signature]

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk, City Hall
101 North "D" Street
Perris, CA 92570

(Space above For Recorder's Use)

The undersigned grantor(s) declare(s):
This conveyance is exempt from the payment of
a documentary transfer tax under to Revenue and
Taxation Code Section 11922.

This document is being recorded for the benefit
of the City of Perris and is exempt from the
payment of a recordation fee under Govt. Code
Section 6103.

GRANT DEED
(APN 306-260-005)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ACACIA GROVE 75, LLC**, a California limited liability company ("Grantor") grants to **CITY OF PERRIS**, a municipal corporation, pursuant to the provisions of California Government Code Section 7050, that certain real property located in the City of Perris, County of Riverside, State of California, more particularly described as follows:

Lot A of Tract Map No. 33338, as shown on map recorded in Book 421, pages 31 through 41 of maps, in the office of the county recorder of said county.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 2TH day of APRIL, 2007.

"Grantor"

**ACACIA GROVE 75, LLC, a California
limited liability company**

**By: Fort Management, Inc., a California
corporation, its Managing Member**

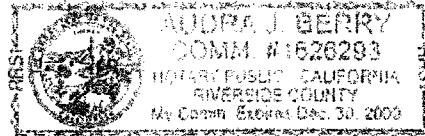
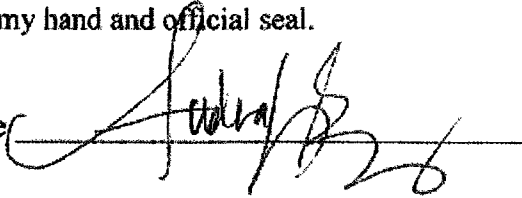
By: 
John D. Ford, Jr., President

State of California)
County of Riverside) ss

On APRIL 12TH, 2007 before me, Audra J. Berry, notary public
personally appeared John D. Ford, Jr. personally known to me ~~(or~~
~~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 the 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.

Witness my hand and official seal.

Signature



PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated April 12th 2007, from ACACIA GROVE 75, LLC, a California limited liability company, to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050 is accepted by the undersigned officer on behalf of the City of Perris pursuant to authority conferred by Resolution Number 1200 adopted April 9, 1984, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 5-1-07

CITY OF PERRIS

By Judy L. Haughey
City Clerk

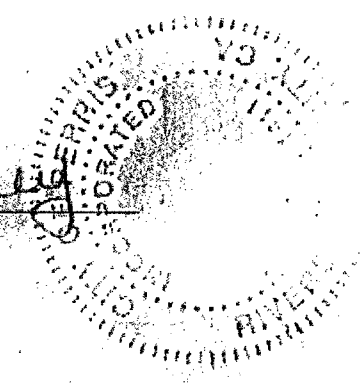


EXHIBIT
"E-1"

1 ALESHIRE & WYNDER, LLP
ERIC L. DUNN, Bar No. 176851
2 SUNNY K. SOLTANI, Bar No. 209774
CHRISTY M. LOPEZ, Bar No. 229137
3 18881 Von Karman Avenue, Suite 400
Irvine, CA 92612
4 Telephone: (949) 223-1170
Facsimile: (949) 223-1180
5 Attorneys for Plaintiff
6 CITY OF PERRIS, a municipal corporation

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 25 2008



FILED
FEB 27 2008

7
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF RIVERSIDE

10
11 CITY OF PERRIS, a municipal corporation,) Case No. RIC 469061
12 Plaintiff,) Assigned for All Purposes To:
13 vs.) Judge: Hon. Craig G. Riemer
14 KABD, LLC; COUNTY OF RIVERSIDE;) Dept: 07
DOES 1 through 100, inclusive; and ALL) [APNs 306-260-003 & 306-260-004]
15 PERSONS UNKNOWN CLAIMING ANY) (Filing Fees Exempt, Per Gov't Code § 6103)
16 RIGHT, TITLE, ESTATE, LIEN, OR) ~~PROPOSED~~ FINAL JUDGMENT AND
INTEREST IN OR TO THE PROPERTY) ORDER IN CONDEMNATION
17 SOUGHT TO BE CONDEMNED HEREIN,)
18 Defendants.)
19) Complaint Filed: April 5, 2007

20 Plaintiff, City of Perris, a municipal corporation, ("City"), and Defendant KABD, LLC
21 ("KABD" or "Defendant"), by Stipulation for Entry of Final Judgment and Order in Condemnation
22 filed concurrently herewith ("Stipulation"), have consented to entry of a Final Judgment and Order
23 in Condemnation consistent with such Stipulation with respect to the condemnation by the City of
24 easement interests in and to portions of certain real property as described in Exhibits "A1," "A2,"
25 "A3" (depicted in Exhibits "B1," "B2" and "B3") attached hereto.
26 ///
27 ///
28 ///

[PROPOSED] FINAL JUDGMENT AND ORDER IN CONDEMNATION

1 The Property whose condemnation is ordered herein consists of the easement interests as
2 described in Exhibits "A1," "A2," "A3" (depicted in Exhibits "B1," "B2" and "B3") attached
3 hereto (the "Subject Easements") in portions of certain real property with Assessor Parcel Numbers
4 306-260-003 and 306-260-004 in the City of Perris, County of Riverside ("Property"). The
5 portions of the Property to be encumbered by the Subject Easements shall hereinafter be referred to
6 as the "Easement Property."

7 The parties hereto between themselves have waived a Statement of Decision, costs,
8 litigation expenses, including all attorneys, appraisers, engineering, and all other fees of any nature.

9 The total payment of just compensation for the Subject Easements by City shall be the sum
10 of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

11 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
12 FOLLOWS:

13 1. Authority and Jurisdiction.

14 The City had the authority and jurisdiction to file the above captioned action for the purpose
15 of acquiring the Subject Easements.

16 2. Ownership of Interests.

17 Defendant is the fee interest owner of the Property.

18 3. All Other Defendants.

19 The County of Riverside, all DOE Defendants and ALL PERSONS UNKNOWN
20 CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN OR TO THE PROPERTY
21 SOUGHT TO BE CONDEMNED HEREIN are hereby dismissed.

22 4. Payment of Just Compensation.

23 (a) The total sum to be paid by the City as just compensation for the acquisition of the
24 Subject Easements is THREE HUNDRED THOUSAND (\$300,000.00) ("Award").

25 (b) Each party shall bear its own costs and litigation expenses, including attorneys,
26 appraisers, engineering, and all other fees of any nature.

27 ///

28 ///

1 (c) Payment shall be made as follows:

2 (i) Upon entry of this Judgment, if the principal of the deposit amount has not
3 previously been distributed to Defendant, the State Treasurer is hereby directed to pay Defendant
4 from the deposit of probable just compensation, the sum of Fifty Two Thousand Dollars and No
5 Cents (\$52,000.00) by check made payable to "California Eminent Domain Law Group Client
6 Trust Account," and mailed c/o A.J. Hazarabedian, California Eminent Domain Law Group, APC
7 to 3429 Ocean View Blvd., Suite L, Glendale, CA 91208.

8 (ii) Upon entry of this Judgment, if the interest on the deposit amount has not
9 previously been distributed to Plaintiff City of Perris, the State Treasurer is hereby directed to
10 return all interest accrued on the deposit of probable just compensation to the City by check made
11 payable to "City of Perris" and mailed to Aleshire & Wynder, LLP, c/o Sunny K. Softani, Esq.
12 18881 Von Karman Avenue, Suite 400, Irvine, CA 92612.

13 (iii) Upon entry of this Judgment, if the City of Perris has not previously paid the
14 balance of the settlement amount to Defendant pursuant to the Stipulation, the City of Perris is
15 hereby directed to pay Defendant, within 30 days following entry of this Judgment, the sum of Two
16 Hundred Forty Eight Thousand Dollars and No Cents (\$248,000.00) by check made payable to
17 "California Eminent Domain Law Group Client Trust Account," and mailed c/o A.J. Hazarabedian,
18 California Eminent Domain Law Group, APC to 3429 Ocean View Blvd., Suite L, Glendale, CA
19 91208.

20 (d) The payments to Defendant as outlined above shall all be made from the total
21 amount of, and shall not exceed, the Award and are in full satisfaction of, and waiver by operation
22 of law of, all claims and defenses of Defendant in this matter, including but not limited to, any
23 claim for any amount of just compensation not set forth herein, interest on the agreed upon
24 compensation for the acquisition of easement interests in the Property described in the Complaint
25 in this action, damages or injury to business goodwill, severance damages, loss of rents,
26 compensation for improvements pertaining to the realty, compensation for fixtures, equipment, or
27 inventory at the Subject Property, relocation assistance or benefits, pre-condemnation damage,
28 damages for loss of use, damages for impairment of access, damages for unreasonable delay or pre-

1 condemnation activity, interest of any kind on any item of damage whatsoever relating to City's
2 pre-condemnation activity and exercise of eminent domain to acquire Defendant's interest in the
3 Property.

4 (e) The disbursement of the sums of money as hereinabove specified shall be payment
5 in full, and include all costs and expenses of every kind incurred by Defendant in this litigation,
6 including all attorneys, appraisers, engineering, and any other fees of any nature. Such payments
7 as hereinabove specified shall be deemed payment in full of those interests of Defendant and their
8 trustees, partners, beneficiaries, successors, and assigns, if any, in the Subject Easements and for all
9 claims and damages of every kind and nature suffered or to be suffered by reason of the
10 condemnation of the Subject Easements by the City for the purposes of the project as defined in the
11 Complaint in Eminent Domain filed in this action ("Project").

12 5. Condemnation of Defendant's Interest.

13 Upon entry of this Final Order and Judgment of Condemnation under Code of Civil
14 Procedure section 1268.030, and payment by plaintiff of the amounts above-specified, all interests
15 of the Defendant in this action in and to the Subject Easements shall be condemned to the City for
16 the public uses and purposes comprising the Project. The Subject Easements shall vest in the City
17 on the day this Final Order and Judgment in Condemnation is recorded by the Recorder's Office of
18 the County of Riverside, California, which shall be accomplished by Plaintiff following payment in
19 full of the amounts above-specified.

20 All rights of access over the Subject Easements and all rights in the Easement Property not
21 inconsistent with the Subject Easements, are expressly reserved to KABD and its successors in
22 interest.

23 6. Purpose of the Taking.

24 The purpose of the Project for which the Subject Easements are sought to be condemned is
25 a public use authorized by law, and the taking of the Subject Easements is necessary for such use.

26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. Entry of Judgment.

The clerk is ordered to enter this Final Order and Judgment.

DATED: 2/22/08



Judge of the Superior Court of California

EXHIBIT "A1"

EXHIBIT "A-1"
EASEMENT FOR DRAINAGE IMPROVEMENTS
NUEVO ROAD

AN EASEMENT FOR DRAINAGE IMPROVEMENTS ON THE PROPERTY COMMONLY KNOWN AS APN: 306-260-004, DESCRIBED AS FOLLOWS:

THAT PORTION OF BOUNDARY ROAD OF PERRIS VALLEY LAND AND WATER COMPANY TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SAID BOUNDARY ROAD AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF FIGODATA FARMS NO. 3, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 39 OF MAPS, RECORDS OF SAID COUNTY;

THENCE NORTH 30°42'32" WEST 49.03 FEET, ALONG SAID SOUTHWEST LINE OF BOUNDARY ROAD, TO A LINE PARALLEL WITH AND DISTANT 134.00 FEET NORTH OF THE CENTERLINE OF NUEVO ROAD;

THENCE SOUTH 89°35'53" EAST 25.33 FEET, ALONG SAID PARALLEL LINE, TO THE SAID SOUTHERLY PROLONGATION OF THE OF THE EASTERLY LINE OF FIGODATA FARMS NO. 3;

THENCE SOUTH 00°23'41" WEST 41.98 FEET, ALONG SAID SOUTHERLY PROLONGATION, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 0.01 ACRES, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:

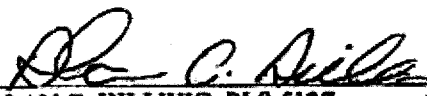

ALAN C. HILLWIG, PLS 5137
DATE: June 29, 2007



EXHIBIT "A2"

EXHIBIT "A-2"
EASEMENT FOR STREET IMPROVEMENTS
NUEVO ROAD

AN EASEMENT FOR STREET IMPROVEMENTS ON THE PROPERTY COMMONLY KNOWN AS APN: 306-260-003, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GOVERNMENT LOT 3 IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MURRIETA ROAD AND NUEVO ROAD, SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 21, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 65, PAGES 10 THROUGH 20, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE SOUTH 89°35'53" EAST, A DISTANCE OF 885.13 FEET, ALONG THE SAID CENTERLINE OF NUEVO ROAD, TO THE INTERSECTION OF THE EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL AND THE SAID CENTERLINE OF NUEVO ROAD, AS SHOWN ON SAID RECORD OF SURVEY, THE SAID PERRIS VALLEY STORM DRAIN CHANNEL BEING THAT CERTAIN PARCEL OF LAND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 8, 1953 AS INSTRUMENT NO. 22879, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°36'59" EAST, A DISTANCE OF 30.00 FEET, ALONG THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°35'53" EAST, A DISTANCE OF 1133.01 FEET, ALONG SAID PARALLEL LINE, TO A POINT ON THE WEST LINE OF LOT 5, AS SHOWN ON MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT, BOOK 7, PAGE 38 OF MAPS, FILED IN THE OFFICE OF RECORDER IN SAID COUNTY;

THENCE NORTH 30°41'48" WEST, A DISTANCE OF 39.71 FEET, ALONG THE WEST LINE OF SAID LOT 5, TO A LINE PARALLEL WITH AND DISTANT 64.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD;

THENCE NORTH 89°35'53" WEST, A DISTANCE OF 1112.37 FEET, ALONG SAID PARALLEL LINE, TO THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL;

THENCE SOUTH 00°36'59" WEST, A DISTANCE OF 34.00 FEET, ALONG SAID EAST LINE, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 0.88 ACRES, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:



ALAN C. HILLWIG, PLS 5137
DATE: June 29, 2007



EXHIBIT "A3"

EXHIBIT "A-3"
EASEMENT FOR DRAINAGE IMPROVEMENTS
NUEVO ROAD

AN EASEMENT FOR DRAINAGE IMPROVEMENTS ON THE PROPERTY COMMONLY KNOWN AS APN: 306-260-003, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF GOVERNMENT LOT 3 IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MURRIETA ROAD AND NUEVO ROAD, SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 21, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 65, PAGES 10 THROUGH 20, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY OF RIVERSIDE;

THENCE SOUTH $89^{\circ}35'53''$ EAST, A DISTANCE OF 885.13 FEET, ALONG THE SAID CENTERLINE OF NUEVO ROAD, TO THE INTERSECTION OF THE EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL AND THE SAID CENTERLINE OF NUEVO ROAD, AS SHOWN ON SAID RECORD OF SURVEY, THE SAID PERRIS VALLEY STORM DRAIN CHANNEL BEING THAT CERTAIN PARCEL OF LAND CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 8, 1953 AS INSTRUMENT NO. 22879, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH $60^{\circ}36'59''$ EAST, A DISTANCE OF 64.00 FEET, ALONG THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 64.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}35'53''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1112.37 FEET, TO A POINT ON THE WEST LINE OF LOT 5, AS SHOWN ON MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT, BOOK 7, PAGE 38 OF MAPS, FILED IN THE OFFICE OF RECORDER IN SAID COUNTY;

THENCE NORTH $30^{\circ}41'48''$ WEST, A DISTANCE OF 66.57 FEET, ALONG THE WEST LINE OF SAID LOT 5, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 121.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD;

THENCE NORTH 89°35'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 922.78 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 155.00 FEET EASTERLY OF THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL;

THENCE NORTH 00°36'59" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 69.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 190.00 FEET NORTH OF THE SAID CENTERLINE OF NUEVO ROAD;

THENCE NORTH 89°35'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 155.00 FEET, TO THE SAID EAST LINE OF THE PERRIS VALLEY STORM DRAIN CHANNEL;

THENCE SOUTH 00°36'59" WEST ALONG SAID EAST LINE, A DISTANCE OF 126.00 FEET, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 73,114 SQUARE FEET, MORE OR LESS.

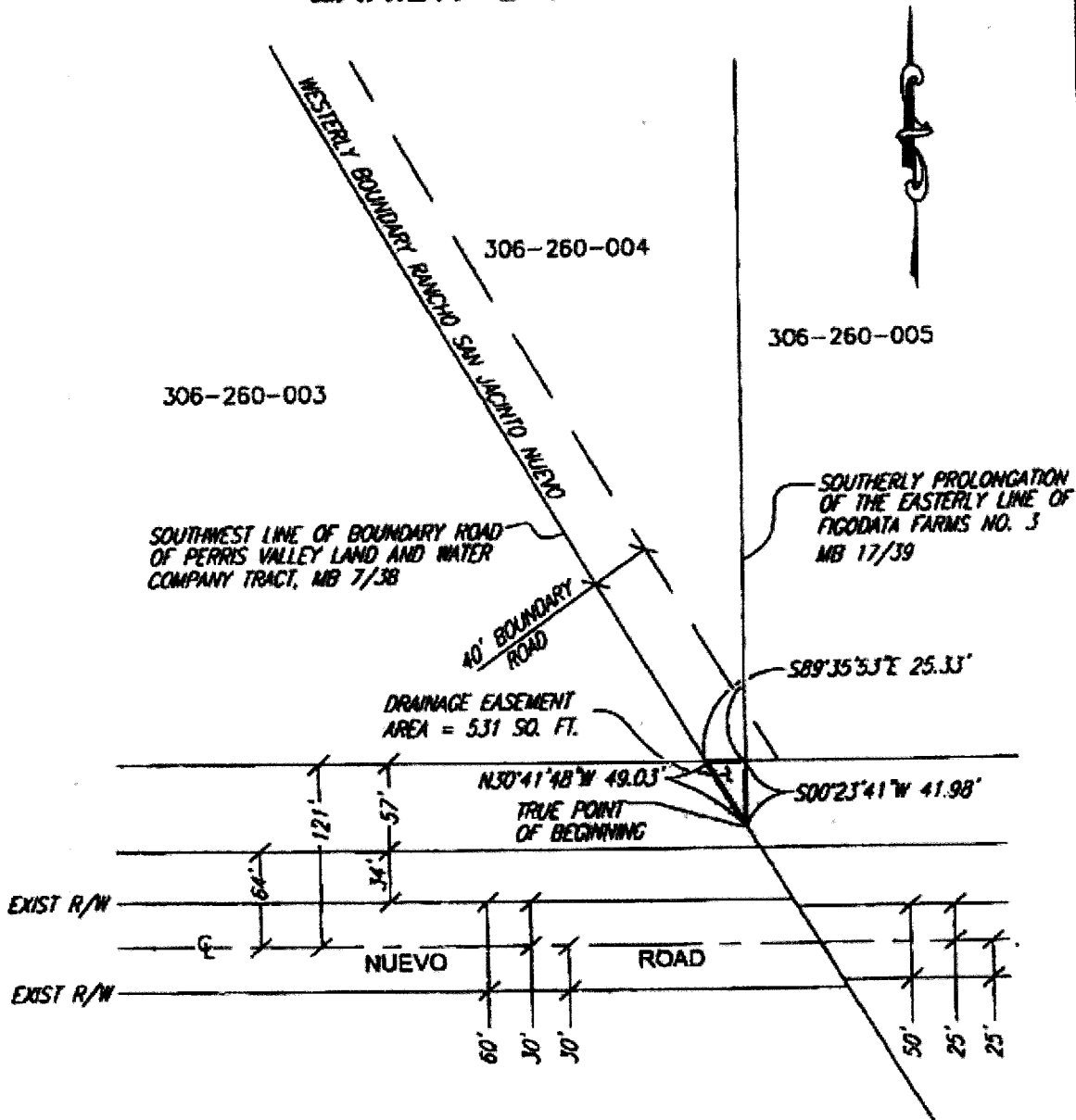
HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:


ALAN C. HILLWIG, PLS 5137
DATE: June 29, 2007



EXHIBIT "B1"

EXHIBIT "B-1"



EASEMENT FOR DRAINAGE IMPROVEMENTS NUEVO ROAD



PREPARED AT THE REQUEST OF KELLER CONSULTING

PN: 327-01

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

P

PREPARED BY: H-G, LLC

SCALE: 1" = 100'

PREPARED BY: *Alan C. Hillwig*

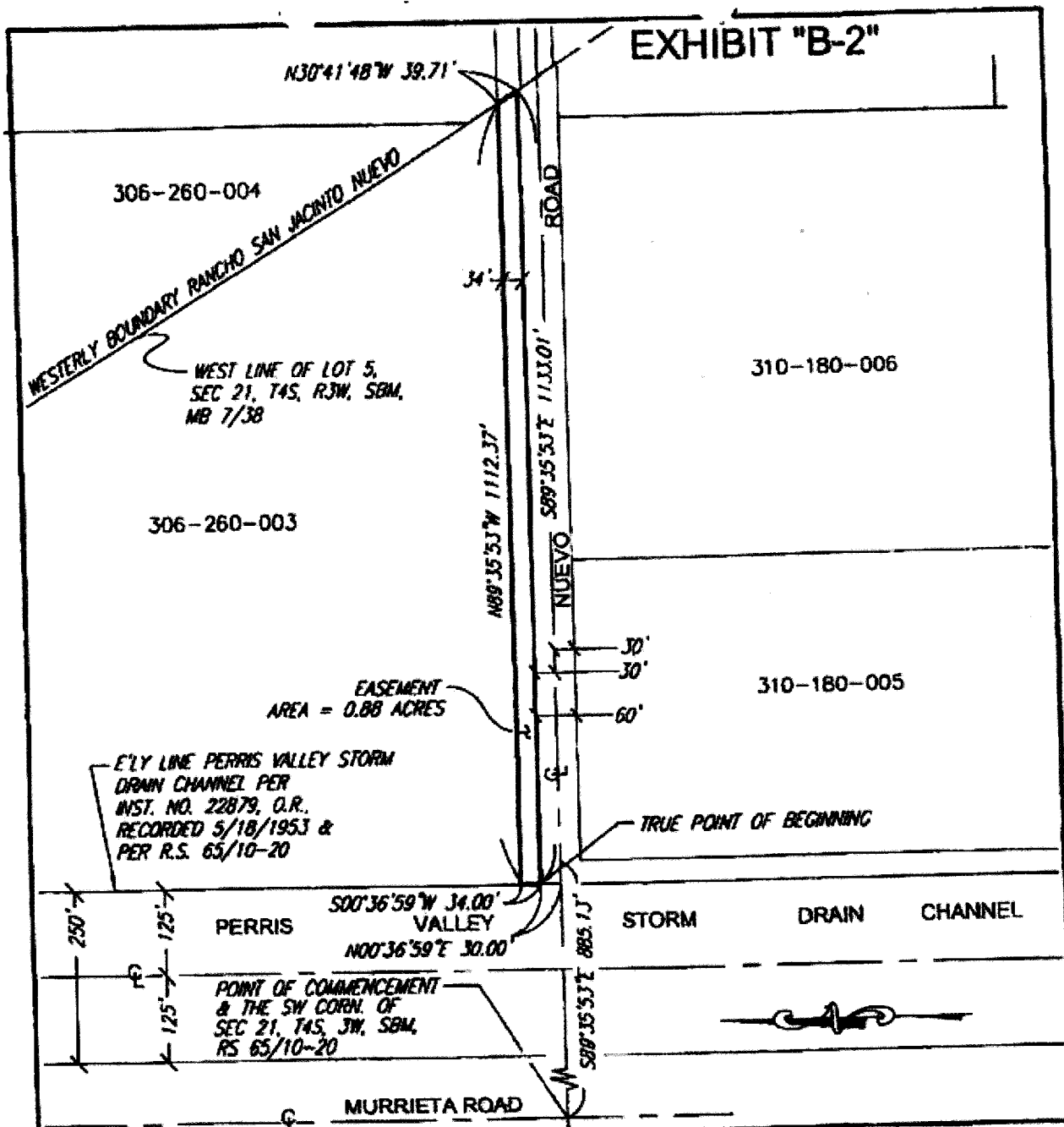
DATE: JUNE 2007

DATE: *June 29, 2007*

SHEET 1 OF 1

EXHIBIT "B2"

EXHIBIT "B-2"



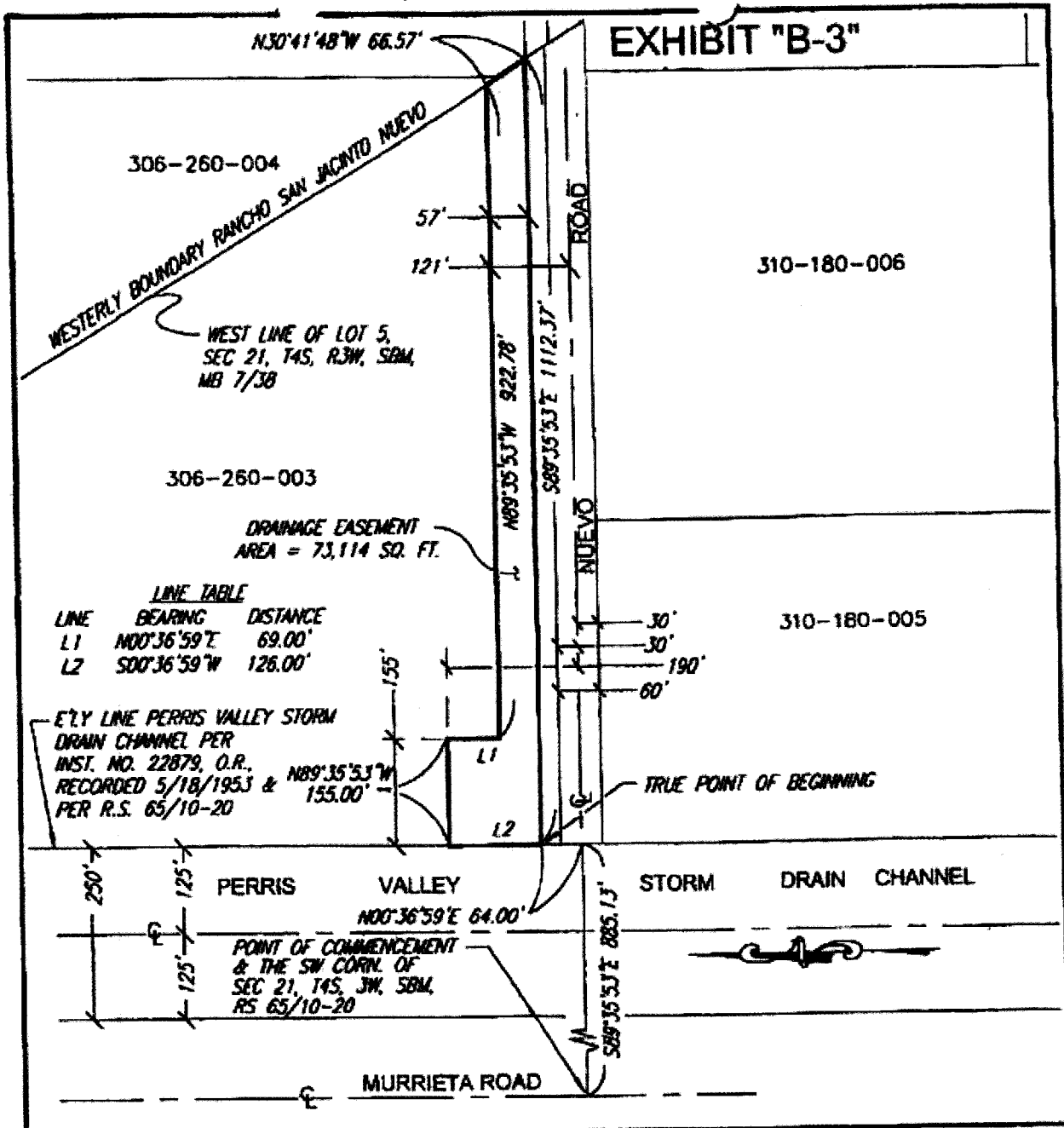
EASEMENT FOR STREET IMPROVEMENTS
NUEVO ROAD



PREPARED AT THE REQUEST OF KELLER CONSULTING	PN: 327-01
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	U
	PREPARED BY: H-G, LLC
	SCALE: 1" = 200'
PREPARED BY: <i>Alan C. Hillier</i>	DATE: JUNE 2007
DATE: <u>June 29, 2007</u>	SHEET <u>1</u> OF <u>1</u>

EXHIBIT "B3"

EXHIBIT "B-3"



EASEMENT FOR DRAINAGE IMPROVEMENTS
NUEVO ROAD



PREPARED AT THE REQUEST OF MELLER CONSULTING

PN: 327-01

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

0-b

PREPARED BY: H-G, LLC

SCALE: 1" = 200'

PREPARED BY: *Alan C. Hillwig*

DATE: JUNE 2007.

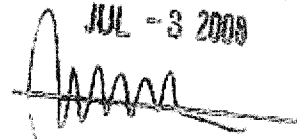
DATE: JUNE 29, 2007

SHEET 1 OF 1

1 ALESHIRE & WYNDER, LLP
 ERIC L. DUNN, Bar No. 176851
 2 SUNNY K. SOLTANI, Bar No. 209774
 18881 Von Karman Avenue, Suite 400
 3 Irvine, CA 92612
 Telephone: (949) 223-1170
 4 Facsimile: (949) 223-1180
 5 Attorneys for Plaintiff
 CITY OF PERRIS, a municipal corporation
 6
 7
 8

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF RIVERSIDE

JUL - 3 2008



9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF RIVERSIDE

11 CITY OF PERRIS, a municipal corporation,
 12 Plaintiff,

13 vs.

14 WEN CHUNG CHU; AI HSIANG WU; CHIN-
 HSIEN TANG; CHEN KUEI-CHUN TANG;
 15 COUNTY OF RIVERSIDE; DOES 1 through
 100, inclusive; and ALL PERSONS UNKNOWN
 16 CLAIMING ANY RIGHT, TITLE, ESTATE,
 LIEN, OR INTEREST IN OR TO THE
 PROPERTY SOUGHT TO BE CONDEMNED
 HEREIN,

Defendants.

) Case No. RIC 469058

) Assigned for All Purposes To:
) Judge: Hon. Dallas Scott Holmes
) Dept: 02

) [APN 306-260-017]

) (Filing Fees Exempt, Per Gov't Code
) § 6103)

) ~~PROPOSED~~ FINAL ORDER AND
) JUDGMENT IN CONDEMNATION

) [Filed Concurrently with Case Summary
) Submitted by City of Perris Filed in Support
) of Request for Default Judgment;
) Declaration of Sunny K. Soltani in Support
) of Request for Default Judgment; Request
) for Entry of Default Against Wen Chung
) Chu; Request for Entry of Default Against
) Ai Hsiang Wu; Request for Entry of Default
) Against Chin-Hsien Tang; Request for Entry
) of Default Against Chen Kuei-Chun Tang;
) and Request for Entry of Default Against
) All Persons Unknown Claiming Any Right,
) Title, Estate, Lien, or Interest in or to the
) Property Sought to be Condemned Herein]

26 Complaint Filed: April 5, 2007

27
 28
 [PROPOSED] FINAL ORDER AND JUDGMENT IN CONDEMNATION

COUNTY OF RIVERSIDE
 MAY 30 2008

1 The Court having reviewed the Declaration of Sunny K. Soltani, Esq., in support of
2 Request for Default Judgment, and hereby finds and declares that good cause exists for issuance
3 of the Final Order and Judgment in Condemnation because:

4 (1) Individual defaults have been entered against Defendants WEN CHUNG CHU and
5 AI HSIANG WU, husband and wife as community property as to an undivided 80% interest; and
6 CHIN-HSIEN TANG and CHEN KUEI-CHUN TANG, husband and wife as community property
7 as to an undivided 20% interest, as tenants in common;

8 (2) A default has been entered against ALL PERSONS UNKNOWN CLAIMING
9 ANY RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN OR TO THE PROPERTY SOUGHT
10 TO BE CONDEMNED HEREIN; and

11 (3) There are no other interests in the property subject of this action.

12 IT IS ORDERED, ADJUDGED AND DECREED:

13 1. The City had the authority and jurisdiction to file the within action for the purpose
14 of acquiring the interests in the real property subject of this action as described in Exhibits "A1"
15 and "A2" to this Order and Judgment in Condemnation.

16 2. All DOE defendants are hereby dismissed.

17 3. That the total amount of Just Compensation payable in this matter is FORTY-
18 NINE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$49,400.00).

19 4. That the State Treasurer shall issue a check from the probable amount of just
20 compensation (i.e. the FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND NO
21 CENTS (\$49,400.00), which was deposited with the State Treasurer on April 10, 2007) in the
22 amount of THIRTY-NINE THOUSAND FIVE HUNDRED TWENTY DOLLARS AND NO
23 CENTS (\$39,520.00), made payable to "Wen Chung Chu and Ai Hsiang Wu" and said check shall
24 be mailed along with a copy of this order to 3240 Woodbine Road, Orange, CA 92667.

25 5. That the State Treasurer shall issue a check from the probable amount of just
26 compensation (i.e. the FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND NO
27 CENTS (\$49,400.00), which was deposited with the State Treasurer on April 10, 2007) in the
28 amount of NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND NO CENTS

1 (\$9,880.00) made payable to "Chin-Hsien Tang and Chen Kuei-Chun Tang" and said check shall
2 be mailed along with a copy of this order to 3240 Woodbine Road, Orange, CA 92667.

3 6. That the State Treasurer shall issue a check for all interest on the probable amount
4 of just compensation (i.e. the FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND
5 NO CENTS (\$49,400.00), which was deposited with the State Treasurer on April 10, 2007) made
6 payable to the "City of Perris" and delivered to Sunny K. Soltani, Esq., Aleshire & Wynder, LLP,
7 18881 Von Karman Ave., Suite 400, Irvine, California 92612.

8 7. That the City shall be conveyed fee interests for street and drainage purposes in the
9 property as described in Exhibits "A1" and "A2" to this Order, which is hereby taken and
10 condemned for the public purposes set forth in the Complaint.

11 8. ALL PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE,
12 LIEN, OR INTEREST IN OR TO THE PROPERTY SOUGHT TO BE CONDEMNED HEREIN
13 are decreed to have no interests in the property described in Exhibits "A1" and "A2" of the First
14 Amended Complaint and this Order.

15 9. WEN CHUNG CHU, AI HSIANG WU, CHIN-HSIEN TANG, CHEN KUEI-
16 CHUN TANG, COUNTY OF RIVERSIDE, and ALL PERSONS UNKNOWN CLAIMING ANY
17 RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN OR TO THE PROPERTY, are not entitled
18 to damages for loss of goodwill, pre-condemnation damages, improvements relating to reality,
19 severance damages, litigation expenses or attorney's fees.

20 10. Upon recordation of this Final Order and Judgment in Condemnation, the interests
21 to the property described in Exhibits "A1" and "A2" of the First Amended Complaint shall vest in
22 the City.

23 11. The Clerk is ordered to enter this Judgment.

24 ///

25 ///

26 ///

27 ///

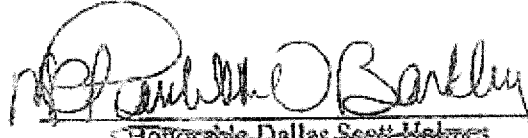
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

GOOD CAUSE APPEARING THEREFORE, the above Final Order and Judgment in
Condemnation is hereby accepted and ordered filed in this proceeding.

Dated: 7/3, 2008



~~Honorable Dallas Scott Holmes~~
Judge of the Superior Court of California

M.P. PAULETTE D. BARKLEY
Commissioner, Superior Court of
California, Riverside, County

[PROPOSED] FINAL ORDER AND JUDGMENT IN CONDEMNATION

EXHIBIT "A-1"

STREET DEDICATION

REAL PROPERTY IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 3, AS SHOWN ON PARCEL MAP NO. 6186, ON FILE IN BOOK 15, PAGE 98 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3;

THENCE SOUTH $00^{\circ}25'41''$ WEST ALONG THE WESTERLY LINE OF SAID PARCEL 3, BEING A LINE PARALLEL WITH AND 44.00 FEET EASTERLY OF THE CENTERLINE OF EVANS ROAD, AS SHOWN BY SAID PARCEL MAP NO. 6186, A DISTANCE OF 399.80 FEET, TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL 3;

THENCE SOUTH $44^{\circ}35'05''$ EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 32.52 FEET, TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 3, BEING A POINT ON A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF THE CENTERLINE OF NUEVO ROAD, AS SHOWN ON SAID PARCEL MAP NO. 6186;

THENCE SOUTH $89^{\circ}35'53''$ EAST ALONG SAID PARALLEL LINE, BEING THE SOUTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 1334.47 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE NORTH $00^{\circ}26'04''$ EAST ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 422.52 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL 3;

THENCE NORTH $89^{\circ}35'10''$ WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 30.00 FEET, TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL 3;

THENCE SOUTH $00^{\circ}26'04''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 395.54 FEET;

THENCE SOUTH 54°40'10" WEST, A DISTANCE OF 30.80 FEET, TO A LINE PARALLEL WITH AND 9.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL 3;

THENCE NORTH 89°35'33" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1264.47 FEET;

THENCE NORTH 44°35'06" WEST, A DISTANCE OF 25.46 FEET, TO A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 3;

THENCE NORTH 00°25'41" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 395.79 FEET, TO THE NORTHERLY LINE OF SAID PARCEL 3;

THENCE NORTH 89°35'10" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.76 ACRES, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:


ALAN C. HILLWIG, PLS 5137
DATE: 5/4/2007



EXHIBIT "A-2"

DRAINAGE DEDICATION

REAL PROPERTY IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 3, AS SHOWN ON PARCEL MAP NO. 6186, ON FILE IN BOOK 15, PAGE 98 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER BEING A POINT ON A LINE PARALLEL WITH AND 55.00 FEET NORTHERLY OF THE CENTERLINE OF NUEVO ROAD, AS SHOWN ON SAID PARCEL MAP NO. 6186;

THENCE NORTH $00^{\circ}26'04''$ EAST ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 97.48 FEET;

THENCE NORTH $89^{\circ}33'56''$ WEST, A DISTANCE OF 30.00 FEET, TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID PARCEL 3, BEING THE POINT OF BEGINNING:

THENCE SOUTH $00^{\circ}26'04''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 70.51 FEET;

THENCE SOUTH $54^{\circ}40'10''$ WEST, A DISTANCE OF 30.80 FEET, TO A LINE PARALLEL WITH AND 9.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL 3;

THENCE NORTH $89^{\circ}35'53''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1264.47 FEET;

THENCE NORTH $44^{\circ}35'06''$ WEST, A DISTANCE OF 25.46 FEET, TO A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 3, SAID WESTERLY LINE BEING A LINE PARALLEL WITH AND 44.00 FEET EASTERLY OF THE CENTERLINE OF EVANS ROAD, AS SHOWN ON SAID PARCEL MAP NO. 6186;

THENCE NORTH 00°25'41" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 38.99 FEET, TO A LINE PARALLEL WITH AND 66.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL 3;

THENCE SOUTH 89°35'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1287.48 FEET;

THENCE NORTH 32°50'15" EAST, A DISTANCE OF 37.32 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1.71 ACRES, MORE OR LESS.

HILLWIG-GOODROW, LLC
PREPARED UNDER THE SUPERVISION OF:

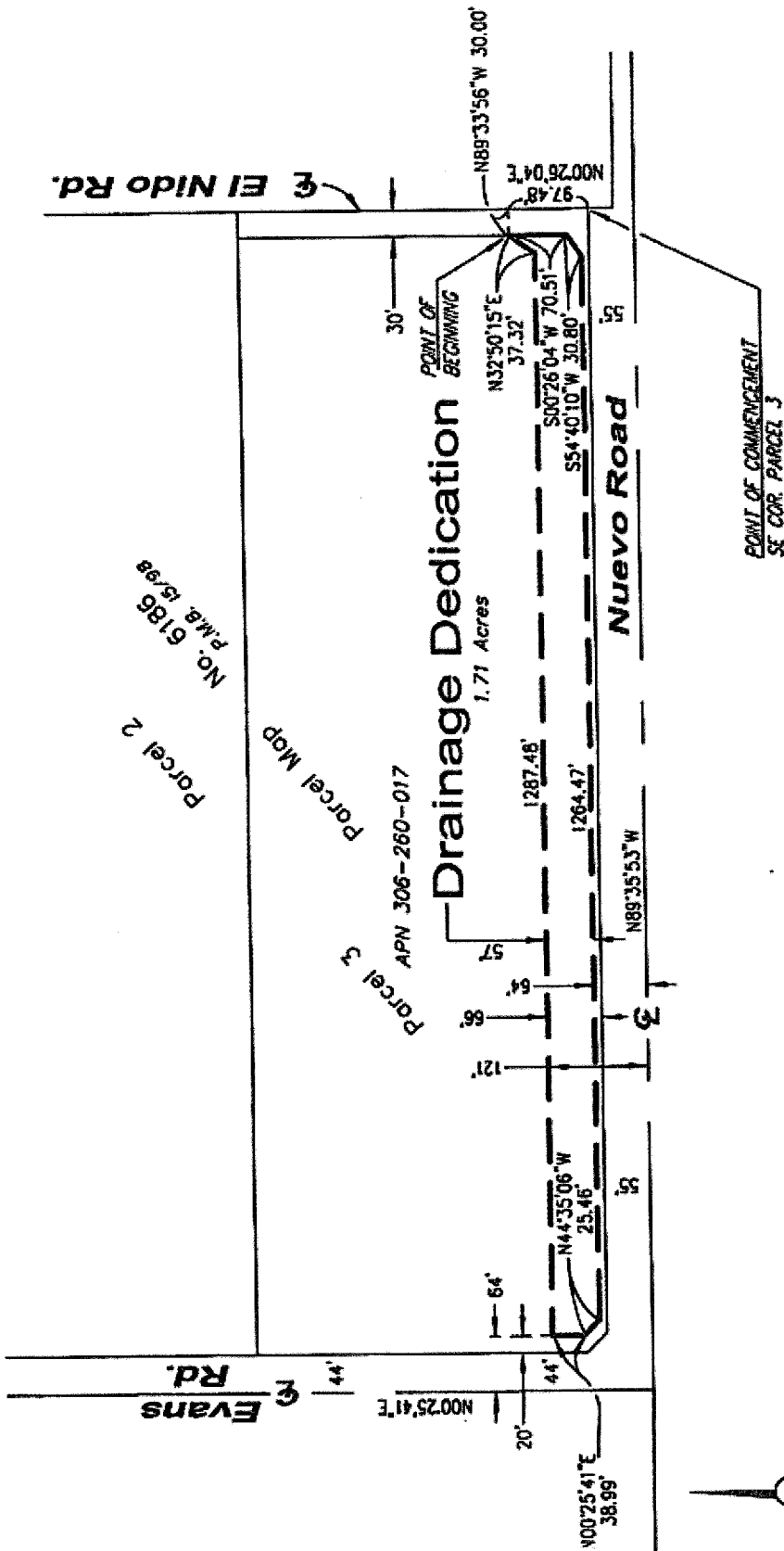


ALAN C. HILLWIG, PLS 5137

DATE: 8/4/2007



EXHIBIT "B-2" - DRAINAGE DEDICATION



DRAINAGE DEDICATION OVER PARCEL 3, PM NO. 6186

PREPARED AT THE REQUEST OF KELLER CONSULTING

PN: 327-01

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

PREPARED BY: H-G, LLC

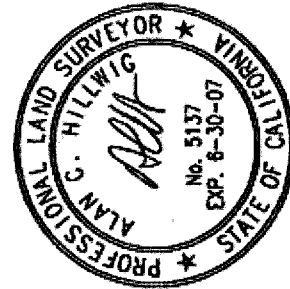
SCALE: 1" = 200'

DATE: MAY 2007

SHEET 1 OF 1

PREPARED BY: *Alan G. Hillwig*

DATE: 5/4/2007



1 PROOF OF SERVICE

2 I am employed in the County of Orange, State of California. I am over the age of 18 and
3 not a party to the within action. My business address is 18881 Von Karman Avenue, Suite 400,
Irvine, CA 92612.

4 On March 27, 2008, I served the within document(s) described as: **[PROPOSED] FINAL**
5 **ORDER AND JUDGMENT IN CONDEMNATION** on the interested parties in this action as
stated on the *attached mailing list*.

6 (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope
7 addressed as set forth above. I placed each such envelope for collection and mailing following
8 ordinary business practices. I am readily familiar with this Firm's practice for collection and
9 processing of correspondence for mailing. Under that practice, the correspondence would be
deposited with the United States Postal Service on that same day, with postage thereon fully
10 prepaid at Irvine, California, in the ordinary course of business. I am aware that on motion of the
party served, service is presumed invalid if postal cancellation date or postage meter date is more
than one day after date of deposit for mailing in affidavit.

11 (BY OVERNIGHT DELIVERY) I deposited in a box or other facility regularly maintained
12 by Overnight Express, an express service carrier, or delivered to a courier or driver authorized by
13 said express service carrier to receive documents, a true copy of the foregoing document(s) in a
sealed envelope or package designated by the express service carrier, addressed as set forth above,
with fees for overnight delivery paid or provided for.


14 (BY FAX) By transmitting a true copy of the foregoing document(s) via facsimile
15 transmission from this Firm's sending facsimile machine, whose telephone number is (949) 223-
1180, to each interested party at the facsimile machine telephone number(s) set forth above. Said
16 transmission(s) were completed on the aforesaid date at the time stated on the transmission record
issued by this Firm's sending facsimile machine. Each such transmission was reported as complete
and without error and a transmission report was properly issued by this Firm's sending facsimile
17 machine for each interested party served. A true copy of each transmission report is attached to the
office copy of this proof of service and will be provided upon request.

18 (BY PERSONAL SERVICE) I caused to be delivered a true copy of the foregoing
19 document(s) in a sealed envelope by hand to the offices of the above addressee(s).

20 Executed on March 27, 2008, at Irvine, California.

21 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

22
23 Sandy Starr
(Type or print name)


(Signature)

1 *City of Perris v. Chu, et al.*
2 Riverside Superior Court, Central District -- Case No. RIC069058

3 SERVICE LIST

4 Joe S. Rank, Esq.
5 Pamela J. Walls, Esq.
6 Glenn Beloian, Esq.
7 Office of the County Counsel
8 County of Riverside
9 3535 Tenth Street, Suite 300
10 Riverside, CA 92501-3674
11 Tel: (951) 955-6300
12 Fax: (951) 955-6322

ATTORNEY FOR DEFENDANT,
County of Riverside

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT
E-3

DOC # 2007-0308345

05/08/2007 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Perris
Attn: Judy L. Haughney, City Clerk
101 North "D" Street
Perris, CA 92570

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									023

M
023

Grant Deed (APN 306-260-005)
Line Q Dedication - Tract 33338

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

RECEIVED
MAY 16 2007
CITY OF PERRIS
CITY CLERK

JL

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk, City Hall
101 North "D" Street
Perris, CA 92570

(Space above For Recorder's Use)

The undersigned grantor(s) declare(s):
This conveyance is exempt from the payment of
a documentary transfer tax under to Revenue and
Taxation Code Section 11922.

This document is being recorded for the benefit
of the City of Perris and is exempt from the
payment of a recordation fee under Govt. Code
Section 6103.

**GRANT DEED
(APN 306-260-005)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ACACIA GROVE 75, LLC**, a California limited liability company ("Grantor") grants to **CITY OF PERRIS**, a municipal corporation, pursuant to the provisions of California Government Code Section 7050, that certain real property located in the City of Perris, County of Riverside, State of California, more particularly described as follows:

Lot A of Tract Map No. 33338, as shown on map recorded in Book 421, pages 3/ through 4/ of maps, in the office of the county recorder of said county.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 12th day of APRIL, 2007.

"Grantor"

**ACACIA GROVE 75, LLC, a California
limited liability company**

**By: Fort Management, Inc., a California
corporation, its Managing Member**

By: 

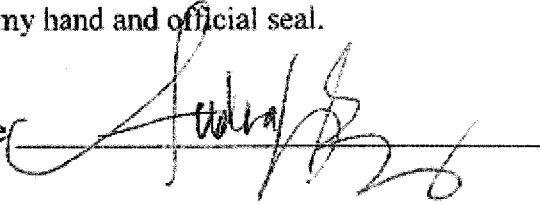
John D. Ford, Jr., President

State of California)
County of Riverside) ss

On APRIL 12th, 2007 before me, Adra J. Berry, notary public
personally appeared John D. Ford, Jr. personally known to me ~~(or~~
~~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 the 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.

Witness my hand and official seal.

Signature



PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated April 12th 2007, from ACACIA GROVE 75, LLC, a California limited liability company, to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050 is accepted by the undersigned officer on behalf of the City of Perris pursuant to authority conferred by Resolution Number 1200 adopted April 9, 1984, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 5-1-07

CITY OF PERRIS

By Judy L. Haughey
City Clerk

