When Recorded Mail To:

Riverside City Attorney's Office

3900 Main Street Riverside, CA 92522 Ref: CA# L08-0206.1

This instrument is for the benefit of the City of Riverside and is exempt from recording fees (Government Code § 27383¹)

DOC # 2013-0109173 03/05/2013 03:41P Fee:NC Page 1 of 17 Recorded in Official Records County of Riverside Larry W. Ward



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PARTIAL JUDGMENT, FINAL ORDER OF CONDEMNATION RE DEFENDANT PHYLLIS E. HALL, TRUSTEE OF THE PHYLLIS E. HALL REVOCABLE LIVING TRUST, AND ENVIRONMENTAL CLEANUP ORDER CASE NO. RIC513720 **C** 517

D- 16857

¹ Government Code § 27383: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

1 2 3 4 5 6 7 8 9	Facsimile (951) 826-5540 bmercer@riversideca.gov MARK A. EASTER, Esq., SBN 143435 BEST BEST & KRIEGER LLP 3390 University Ave. 5th Floor Riverside, CA 92501 Telephone (951) 686-1450 Facsimile (951) 686-3083	N 120218						
10	Attorneys for Plaintiff, City of Riverside	(Fee Exempt Gov't Code § 6103)						
11	AVIDED VOD GOVERN							
12	SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE							
13								
14	CITY OF RIVERSIDE, a California charter city and municipal corporation,) Case No. RIC513720) Assigned for case management to the						
15	Plaintiff,) Honorable Gloria Connor Trask) Dept. 3						
16	vs.)						
17	MARK JOHNSON AND DOREEN JOHNSON,) PARTIAL JUDGMENT, FINAL ORDER) OF CONDEMNATION RE DEFENDANT						
19	TRUSTEES OF THE MARK AND DOREEN JOHNSON REVOCABLE TRUST; et al,	PHYLLIS E. HALL, TRUSTEE OF THE PHYLLIS E. HALL REVOCABLE						
20	Defendants.	LIVING TRUST, AND ENVIRONMENTAL CLEANUP ORDER						
21		APNs 225-052-019 and 225-052-021						
22		[Stipulation re Settlement and for Entry of						
23		Partial Judgment and Final Order of Condemnation submitted concurrently						
24		herewith.]						
25		Complaint Filed: 11/26/2008						
26	1//							
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28 CITY ATTOMNEY'S OFFICE	1							
3900 MAIN STREET RIVERSIDE, CA 92522 (951) 826-5567	PARTIAL JUDGMENT, FINAL ORDER OF CONDEMNATION RE DEFENDANT PHYLLIS E. HALL, TRUSTEE OF THE PHYLLIS E. HALL REVOCABLE LIVING TRUST, AND ENVIRONMENTAL CLEANUP ORDER							

2013-0109173 03/05/2013 03:41P 2 of 17

City Attorney's Office 3900 Main Street Riverside CA 92522 (951) 826-5567 Pursuant to a written stipulation by and between plaintiff City of Riverside ("City"), by and through Brandon S. Mercer, Deputy City Attorney, and defendant Phyllis E. Hall, Trustee of the Phyllis E. Hall Revocable Living Trust ("Defendant"), by and through her attorneys, Reid & Hellyer, APC, that a Partial Judgment and Final Order of Condemnation as to Assessor's Parcel Numbers 225-052-019 and 225-052-021 may be made and entered herein in accordance with the terms and conditions hereof without further notice to said defendants,

IT IS HEREBY FOUND AND DETERMINED:

- 1. The interest of Defendant in and to the real property designated in the complaint as Assessor's Parcel Numbers 225-052-019 and 225-052-021 is fee simple absolute. The interest being acquired by the City through this eminent domain is a fee simple, as more particularly described in Exhibit 'A' hereto.
- 2. By execution of the Stipulation re Settlement and for Entry of Partial Judgment herein ("Stipulation"), Defendant waives and relinquishes any right to a jury trial to determine just compensation (or any other relief), a statement of decision, and the time and right to appeal or otherwise attack or dispute the judgment and the final order of condemnation that will be made and entered pursuant to the Stipulation.
- 3. By execution of the Stipulation, Defendant expressly waives and relinquishes, among other things, the right to challenge the City's right to acquire the property by eminent domain; any right to further and/or greater compensation for the property, any pre-condemnation and other damages; and any right to an award of interest, attorney's fees and/or costs that might be allowed by statute, case law, or otherwise.
- 4. On November 10, 2008, City deposited the sum of Two Million Three Hundred Sixty-five Thousand Dollars (\$2,365,000.00) with the Treasurer of the State of California, Condemnation Fund, as a deposit of probable just compensation for Assessor's Parcel Numbers 225-052-019 (6186 Magnolia Avenue) and 225-052-021 (6192 Magnolia Avenue), located in the city of Riverside, state of California (collectively the "Hall Parcels" and legally described in Exhibit "A" hereto).



City Attorney's Office 3900 Main Street Riverside, CA 92522 (951) 826-5567 5. On June 15, 2009, the Court entered an Order Permitting Withdrawal of Deposit ("Withdrawal Order") in favor of Defendant in the amount of Two Million Three Hundred Sixty-five Thousand Dollars (\$2,365,000.00).

- 6. On or about June 23, 2009, the Treasurer of the State of California issued payment in the amount of Two Million Three Hundred Sixty-five Thousand Dollars (\$2,365,000.00) pursuant to the Withdrawal Order. Consequently, no funds remain on deposit with the State Treasurer for the Hall Parcels.
- 7. Environmental investigations have established that the 6186 Magnolia Avenue property was the site of a dry cleaning facility, and that hazardous substances were released into the subsurface at that location as a result of operations at the dry cleaning facility. Pursuant to the Stipulation, the parties acknowledge that the hazardous substances (primarily perchloroethylene, commonly referred to as "PCE" or "PERC") at and emanating from 6186 Magnolia Avenue must be remediated to the satisfaction of state regulators.
- 8. Following cross motions made by the parties pursuant to Code of Civil Procedure section 1260.240, the Court ruled that (1) gross cleanup costs are admissible evidence in eminent domain proceedings; and (2) evidence of contribution to the subsurface contamination by third parties is not admissible in an eminent domain proceeding. Accordingly, the parties stipulate that the proper measure of compensation is governed by *Mola Development Corp. v. Orange County Assessment Appeals Board*, which holds that the fair market value of contaminated property is determined by subtracting gross environmental cleanup costs from the uncontaminated fair market value of such property.
- 9. Pursuant to the Stipulation, and with one exception, the parties have resolved all aspects of their dispute over the sum representing the fair market value of the Hall Parcels, just compensation to be paid for the Hall Parcels, and all other relief available to Defendant in connection with the City's acquisition of the Hall Parcels. The uncontaminated fair market value of the Hall Parcels is Two Million Nine Hundred Thousand dollars (\$2,900,000.00). The parties have not reached agreement on the amount that should be deducted to account for environmental



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CITY ATTORNEY'S OFFICE 3900 MAIN STREET RIVERSIDE, CA 92522 (951) 826-5567 cleanup costs. Instead, Defendant shall conduct all remediation at her sole cost and expense pursuant to the terms and conditions of the Stipulation.

- 10. Pursuant to the Stipulation, the City shall pay Defendant an additional Five Hundred Thirty-five Thousand Dollars (\$535,000.00 which is referred to below as the "Balance Owed" and which brings the City's total payments to Two Million Nine Hundred Thousand dollars (\$2,900,000.00), the stipulated uncontaminated fair market value), and Defendant shall remediate the hazardous substances contamination associated with the Hall Parcels and the dry cleaning facility and its operations. Except as provided below, there shall be no other payments (i.e., no payments for attorneys' fees, interest, precondemnation damages, etc.).
- 11. Pursuant to the Stipulation, "remediate" and "remediation" encompass all measures customarily undertaken by top tier environmental remediation practitioners working on similar sites to design and plan for, obtain permits for, construct, operate, monitor, and decommission and remove the equipment and facilities necessary and appropriate to remove the dry cleaning-related contamination at and emanating from the Hall Parcels from the subsurface (whether in soil, soil gas, or groundwater). The terms "remediate" and "remediation" thus include, but are not limited to, collecting and analyzing sampling data, preparing work plans and reports for governmental agencies, and building and operating soil vapor and/or groundwater extraction and treatment systems sufficient to achieve performance standards and closure requirements established by duly authorized governmental oversight agencies (e.g., the Regional Water Quality Control Board or "Board").

Defendant's Remediation Obligation

12. Pursuant to the Stipulation, this Partial Judgment may and shall include a mandatory injunction directing Defendant to carry out the remediation of the hazardous substances at and emanating from the Hall Parcels. The terms and conditions of the mandatory injunction provided for in Paragraph 12 of the Stipulation shall be contained in this Partial Judgment and Final Order of Condemnation.



Compensation and Cash Security

- Pursuant to the Stipulation, the City shall calculate and pay the apportionment rate 13. of interest accrued on the Balance Owed from the date of withdrawal June 23, 2009, through the date of final payment of just compensation, which shall be the date on which the City makes the escrow deposit as set forth in paragraph 14 below. The interest due on the Balance Owed calculated through December 31, 2012, is \$13,070.76. The remaining statutory interest rate on the Balance Owed is .361 percent if the date of final payment of just compensation is made in the first quarter of 2013. The Balance Owed, together with statutory interest thereon, is referred to below as the "Cash Security," and it shall serve (along with the Deed of Trust referenced below) to secure the City from the risk of Defendant's failure to complete the remediation provided in this Partial Judgment and Final Order of Condemnation. Accordingly, City shall have a first priority security interest in the Cash Security and Defendant shall not pledge or encumber, or attempt to pledge or encumber, any interest in the Cash Security to any person or entity for any reason. Defendant shall promptly review and execute such documents as may be reasonable and appropriate to document and perfect the City's security interest in the Cash Security.
- Pursuant to the Stipulation, City will deposit the Cash Security in an interest-bearing escrow account ("Escrow") to be established at a title company or financial institution (the "Escrow Holder") mutually acceptable to the parties. Just compensation will be deemed paid in full when the Cash Security is deposited into Escrow, and the City's statutory interest obligation shall cease on the date the Cash Security is deposited into Escrow. Defendant shall cooperate in good faith to review and execute such documents as may be reasonably requested by the Escrow Holder and/or the City to establish the Escrow. The reasonable costs of the Escrow Holder shall be paid by Defendant and may be deducted from the Cash Security by the Escrow Holder on a [monthly/quarterly/annual basis depending on what the Escrow Holder is set up to do] after providing five (5) business days' advance, written notice to the parties (with business days being Monday through Friday excluding state and federal holidays).

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City Attorney's Office 3900 Main Street Riverside, CA 92522 (951) 826-5567 15. The Escrow Holder shall hold the Cash Security in an interest-bearing account until release of the Cash Security to one of the parties has been ordered by the Court. Defendant shall not pledge or attempt to pledge any interest in the Escrow to any person or entity for any reason, nor shall she encumber or attempt to encumber the Escrow or any proceeds of the Escrow.

Deed of Trust As Additional Security

16. In addition to the Cash Security, Defendant shall execute and deposit into Escrow, in a form reasonably acceptable to the City, a deed of trust, security agreement, and assignment of rents naming the City of Riverside as the beneficiary (the "Additional Security"). The City shall have a first lien position on the property(ies) so encumbered, and the City shall have the right to approve and select the parcel or parcels of real property that will be encumbered by the deed of trust. The parcel(s) pledged by Defendant to the City shall have sufficient first lien equity, at all times until released from the City's lien, to provide the City with \$500,000 of Additional Security notwithstanding a decrease in market value up to 30% (i.e., the property will have first lien equity of not less than Seven Hundred Fifteen Thousand dollars (\$715,000,00) when the Additional Security is deposited into the Escrow). Fair market value of the encumbered parcel(s) shall be determined by an appraiser who shall be selected by the City from the City's panel of appraisers. Defendant will pay the cost of the reasonable cost of the appraisal. Defendant will also cause, at her sole cost and expense, a title company reasonably acceptable to the City to issue the City a standard form title policy ensuring the City's lien position in the amount of \$715,000.

Remedies for Abandonment

17. Upon abandonment (as defined below) of the Remediation by Defendant, or Defendant's failure to timely pursue implementation of the Remediation (as determined by the Court), the Court shall issue an order authorizing the City to withdraw the Cash Security and disburse it for the purpose of completing the Remediation. "Abandonment" as used herein means that Defendant (1) has breached the schedule prescribed below in paragraphs 8.2 through

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CITY ATTORNEY'S OFFICE

3900 MAIN STREET RIVERSIDE, CA 92522 (951) 826-5567

8.6; (2) has failed for a period of more than thirty (30) consecutive days to perform the ongoing operation of the Remediation system called for in paragraph 8.7; or (3) has otherwise failed to proceed with the Remediation in a manner consistent with recognized best practices among top tier environmental remediation practitioners working on similar sites. For purposes of clause "(3)" in the preceding sentence, an in-place management approach relying on risk assessment evaluation and/or institutional or engineering controls shall not constitute satisfactory compliance with Defendant's Remediation obligations hereunder unless the City, in its sole and absolute discretion, concurs in writing with such approach.

- 18. Should the City's cost of post-abandonment Remediation costs exceed the Cash Security, the City shall have the right to (1) advance the costs of Remediation work remaining to be completed, (2) foreclose on the deed of trust provided for in Paragraph 16 above, and (3) seek repayment in full of all costs that remain unpaid after the City has applied the net proceeds obtained from liquidating the Additional Security.
- Defendant waives any and all claims, defenses, damage, loss, costs, and expenses 19. of whatever kind or nature, whether known or unknown, suspected and unsuspected, to challenge the City's foreclosure on the Additional Security, including but not limited to arguments based on (1) the amount or reasonableness of Remediation Costs expended by the City to cure an Abandonment and (2) the reasonableness of the net proceeds obtained from liquidating the Additional Security.

Release

20. In consideration of the City's payment of the Cash Security, Defendant's Remediation obligation, and the parties other commitments and undertakings pursuant to the Stipulation, and save and except for claims of breach of the Stipulation, the City and Defendant hereby completely release and forever discharge the other, and all of their boards, bureaus, officers, agents, employees and all persons who acted on their behalf with relation to the allegations contained in the complaint herein or otherwise related to City's acquisition of the Hall Parcels.



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- 21. Solely with respect to allegations contained in the complaint, answer, and the City's acquisition activities, the City and Defendant waive any and all rights created by California Civil Code section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- 22. The use for which an interest in and to Assessor's Parcel Number 225-052-019 and 225-052-021 is being acquired is a use authorized by law and the acquisition of said interest is necessary to said use.
- 23. An Order of Prejudgment Possession became effective as to the interest of Defendant in and to Assessor's Parcel Number 225-052-019 and 225-052-021 on May 15, 2009.
- 24. The total of all applicable unpaid taxes, penalties, and costs for prior, current, and next succeeding tax years, prorated, to the date of possession are as follows:

Assessor's Parcel Number	Total Unpaid Taxes, Penalties and Costs
225-052-019	\$574.22
225-052-021	\$1,057.13

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- 1. The total compensation, award, and damages to be paid as a result of the condemnation of the interests of defendant Phyllis E. Hall, Trustee of the Phyllis E. Hall Revocable Living Trust, ("Defendant") in and to Assessor's Parcel Numbers 225-052-019 (6186 Magnolia Avenue) and 225-052-021 (6192 Magnolia Avenue), located in the city of Riverside, state of California (collectively the "Hall Parcels" and legally described in Exhibit "A" hereto) is the total sum of Two Million Nine Hundred Thousand dollars (\$2,900,000,00) ("Award").
- 2. Payment of the Award hereunder shall be deemed to expressly include all costs of suit pursuant to California Code of Civil Procedure section 1268.710 and all litigation expenses including, but not limited to, those defined in California Code of Civil Procedure section 1235.140. Payment hereunder shall further be deemed to be the total just compensation and

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damages, if any, to which Defendant shall be entitled by reason of the condemnation of and construction activities by plaintiff on Assessor's Parcel Number 225-052-019 and 225-052-021.

- 3. The Award remaining to be paid shall be paid by plaintiff outside these court proceedings by depositing Five Hundred Thirty-five Thousand Dollars (\$535,000.00) plus the statutory interest thereon (as set forth in paragraph 13 above) into an interest-bearing escrow account (as set forth in paragraph 14 above) ("Escrow).
- 4. Payment to Defendant of the total Award shall constitute payment in full for the real property taken and for all damages of any kind and nature whatsoever suffered by said defendant by reason of such taking as reflected in Exhibit A.
- 5. Defendant shall execute and deposit into Escrow a deed of trust, security agreement, and assignment of rents as set forth in paragraph 15 above.
- An Order of Prejudgment Possession became effective as to the interest of Defendant in and to Assessor's Parcel Numbers 225-052-019 and 225-052-021 on May 15, 2009.
- 7. Pursuant to Revenue and Taxation Code section 5082, all current, general, and special county taxes due and owing to the county of Riverside as to the property shall be prorated to May 15, 2009. As of May 15, 2009, the property shall be exempt from general and special county taxes and all such taxes shall be canceled after that date pursuant to Revenue and Taxation Code sections 4985 et seq. and 5081 et seq.

Environmental Cleanup Order

- 8.1 Defendant shall accept "responsible party" status within the meaning of Sections 25323.5 and 33459(h) of the California Health and Safety Code and "discharger" status within the meaning of Section 13304 of the California Water Code with respect to the Hall Parcels and the contamination at and emanating from them,
- 8.2 Not later than sixty (60) days following entry of this Partial Judgment and Final Order of Condemnation, Defendant shall enter into an oversight agreement with the Regional



CITY ATTORNEY'S OFFICE 3900 MAIN STREET RIYERSIDE, CA 92522 (951) 826-5567 Water Quality Control Board ("Board") for the remediation work contemplated in this Stipulation.

- 8.3 Not later than ninety (90) days following entry of this Partial Judgment and Final Order of Condemnation, Defendant shall submit to the City a draft remedial action plan ("RAP") pursuant to which Defendant will remediate the contamination at and emanating from the Hall Parcels. The remediation method(s) presented in the RAP shall be designed to achieve cleanup to Board standards for groundwater contamination, and Board-approved levels for soil/soil vapor such that no further active or passive remediation measures (including but not limited to vapor barriers, risk management plans, operation and maintenance plans, deed restrictions, notice protocols, or other engineering or institutional measures) are required for development/redevelopment of the Hall Parcels or any impacted downgradient parcels to uses permissible for those locations as of January 2012. Defendant shall timely consider in good faith any comments on its draft RAP provided by the City.
- 8.4 Not later than 120 days following entry of this Partial Judgment and Final Order of Condemnation, Defendant shall submit its draft RAP to the Board. The RAP submitted to the Board shall be sufficient to meet the standards described in the preceding paragraph 8. Subsequent to submitting the draft RAP, Defendant shall work diligently to address any concerns raised during the Board's review process and to obtain approval from the Board for the draft RAP.
- 8.5. Not later than 210 days following entry of this Partial Judgment and Final Order of Condemnation, Defendant shall have caused to be installed all extraction and/or treatments systems (and related improvements and facilities) required to effectuate prompt implementation of the Board-approved RAP.
- 8.6 Defendant shall cause the remediation system to be fully operational no later than 240 days following entry of this Partial Judgment and Final Order of Condemnation.
- 8.7 Defendant shall thereafter cause the system to operate continuously, consistent with recognized best practices among top tier environmental remediation practitioners, until (1)



the remediation standards provided herein have been achieved and (2) the Board has issued an unconditional "no further action" letter or similar closure document acceptable to the City. The City shall not unreasonably deny, delay, or condition its acceptance of the "no further action" letter or other closure document.

8.8 Defendant shall provide the City with regular notice of Defendant's compliance with the time limits contained in this Partial Judgment and Final Order of Condemnation, which can be modified by written stipulation of the parties.

WHEREFORE THE COURT NOW MAKES THE FOLLOWING ORDER OF CONDEMNATION:

The interest of defendant Phyllis E. Hall, Trustee of the Phyllis E. Hall Revocable Living Trust, ("Defendant") in the real property described in Exhibit "A" as to Assessor's Parcel Numbers 225-052-019 and 225-052-021 is hereby condemned for the public use and purposes described in the Complaint as construction of an underpass at the Union Pacific railroad tracks and Magnolia Avenue, between Elizabeth Street and Sunnyside Drive. Plaintiff City of Riverside to take title to the interests of Defendant in said real property, together with all improvements thereon in which said defendants have an interest, free and clear of any and all liens, encumbrances, easements, and leaseholds, of whatever kind or nature.

Gloria Connor Trask

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CITY ATTORNEY'S OFFICE 3900 MAIN STREET RIVERSIDE, CA 92522 (951) 826-5567

PARTIAL JUDGMENT, FINAL ORDER OF CONDEMNATION RE DEFENDANT PHYLLIS E. HALL, TRUSTEE OF THE PHYLLIS E. HALL REVOCABLE LIVING TRUST, AND ENVIRONMENTAL CLEANUP ORDER

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EXHIBIT A



2013-0109173 03/05/2013 03:41P 13 of 17

EXHIBIT A

MAGNOLIA AVENUE GRADE SEPARATION FEE SIMPLE INTEREST APN: 225-052-019

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

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, WITH THE NORTH LINE OF THE RIGHT OF WAY OF SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, AS DESCRIBED IN DEED RECORDED IN BOOK 163 PAGE 314 OF DEEDS, RECORDS OF RIVERSIDE COUNTY RECORDS;

THENCE WEST ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 434 FEET:

THENCE AT A RIGHT ANGLE NORTH AND PARALLEL WITH THE EAST LINE OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 34, 56.48 FEET, MORE OR LESS TO THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, AS DESCRIBED IN DEED RECORDED IN BOOK 329, PAGE 190 OF DEEDS, RIVERSIDE COUNTY RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE 250 FEET FOR THE POINT OF BEGINNING:

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 50 FEET;

THENCE AT A RIGHT ANGLE IN A SOUTHEASTERLY DIRECTION, 332.67 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34:

THENCE SOUTH ALONG SAID EAST LINE OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 34, 56.55 FEET TO A POINT DISTANT 106.35 FEET NORTHERLY FROM THE NORTHERLY LINE OF SAID RAILROAD RIGHT OF WAY:

APN 225-052-019 Deed legal

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2013-0109173 03/05/2013 03:41P 14 of 17 HALL HIZ

THENCE IN A NORTHWESTERLY DIRECTION 358.81 FEET, TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 78 OF RECORDS OF SURVEY, AS LOT 13 ON ASSESSOR'S MAP NO. 4, ON FILE IN BOOK 1, PAGE 4 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17, 326 SQUARE FEET, MORE OR LESS.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Mark S. Brown, L.S. 5655 License Expires 9/30/07

APN 225-052-019 Deed legal

SHEET2 OF 2



2013-0109173 03/05/2013 03:41P 15 of 17 HALL #12

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L.S. #5655 xp. 9/30/07

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EXHIBIT A

MAGNOLIA AVENUE GRADE SEPARATION FEE SIMPLE INTEREST APN: 225-052-021

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

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING SOUTHEASTERLY OF MAGNOLIA AVENUE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, WITH THE NORTH LINE OF THE RIGHT OF WAY, OF SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD, AS DESCRIBED IN DEED RECORDED JUNE 13, 1903 IN BOOK 163 PAGE 314 OF DEEDS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA;

THENCE WEST, ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 434 FEET:

THENCE NORTH 00° 07' WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 56.48 FEET, MORE OR LESS TO THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, AS DESCRIBED IN DEED TO THE CITY OF RIVERSIDE, RECORDED IN BOOK 329, PAGE 190 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 27° 30' EAST, ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 200 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 27° 30' EAST ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 50 FEET;

THENCE SOUTH 62° 30' EAST 358.81 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 00° 07' EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 32.25 FEET;

THENCE SOUTH 89° 18' WEST, 44.24 FEET;

APN 225-052-021 Deed legal

SHEET1 OF 2



2013-0109173 03/05/2013 03:41P 16 of 17

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THENCE NORTH 62° 30' WEST, 335.35 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED FILED FOR RECORD NOVEMBER 10, 1949 AS INSTRUMENT NO. 1267.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17,873 SQUARE FEET, MORE OR LESS.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Mark S. Brown, L.S. 5655 License Expires 9/30/07 70 / Prep. E



This must be in red to be a "CERTIFIED COPY"

Each, document to which this certificate is attached is certified to be a full, true and correct copy of the original on file and of record in my office.

Superior Court of California County of Hiverside

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Cartification must be in red to be a "CARTIFIED COPY"

APN 225-052-021 Deed legal

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2013-0109173 03/05/2013 03:41P 17 of 17 Hall #11