



County Executive Office
Memorandum

2012 MAR -2 PM 9:17
County Executive Office

March 2, 2012

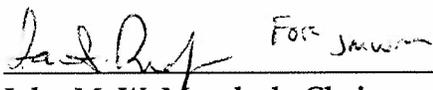
To: Susan Novak, Clerk of the Board
From: Thomas G. Mauk, County Executive Officer
Subject: Exception to the Rule 21

The County Executive Office requests a supplemental for the March 6, 2012 Board Hearing Meeting.

#S26B

Agency: OC Public Works
Subject: Greenspot Property Easements
District: All

Reason for supplemental: At the request of the County Executive Office

Concur:  For
John M. W. Moorlach, Chairman, Board of Supervisors

cc: Rob Richardson, County Executive Office



SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

S26B

ASR Control

MEETING DATE: 03/06/12
LEGAL ENTITY TAKING ACTION: Orange County Flood Control District Board
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Public Works
DEPARTMENT CONTACT PERSON(S): James Campbell (714)-667-9673
Zoila Finch (714) 667-9698

SUBJECT: Greenspot Property Easements

CEO/COUNCILOR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

[Handwritten signature]

[Handwritten initials MAH]

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

Prior Board Action: November 9, 2010 #56

RECOMMENDED ACTION(S)

- 1. Find that the proposed project is Categorically Exempt from CEQA per Section 15305, Class 5 (Minor Alterations in Land Use Limitations), of the CEQA Guidelines.
2. Find that easement interest in the 14,263 square foot parcel and the easement interest in the 17,002 square foot parcel of Orange County Flood Control District (OCFCD) property along Greenspot Road is no longer required for the purposes of OCFCD.
3. Approve the attached Agreement for Possession and Use with the City of Highland and authorize the Director of Public Works to execute it in substantially the form as attached, allowing the City to begin construction of Greenspot Bridge Project, which will have a direct benefit to the OCFCD.
4. Authorize the Director of Public Works to execute standard form easement deeds that will convey easement interest in the 14,263 square feet parcel, convey easement interest in the 17,002 square feet parcel, and convey a temporary construction easement in the 9,662 square feet parcel to the City of Highland, in a form as approved by County Counsel.

SUMMARY:

Approval of the Agreement for Possession and Use with the City of Highland and authorizing execution of standard form easement deeds will support the City's construction of a public bridge known as the City of Highland Greenspot Bridge, which will directly benefit the development of the Orange County Flood Control District property along Greenspot Road in the City Highland.

BACKGROUND INFORMATION:

On November 9, 2010, your Board approved a contract with Lewis Investment Company, LLC as the Developer to assist the Orange County Flood Control District (OCFCD) in obtaining entitlements needed for the development of approximately 1,600 acres of OCFCD property along Greenspot Road. A component of the entitlement process for future development of the Greenspot property includes the City of Highland realigning and widening the existing Greenspot Road and replacing a sub-standard bridge over the Santa Ana River. The City's cost to re-align and replace the sub-standard bridge is approximately \$14,800,000.

As part of the City of Highland Greenspot Bridge Project, the City requested permission to enter the following OCFCD parcels: a 14,263 square foot parcel, a 17,002 square foot parcel for slope purposes, and a 9,662 square foot parcel for temporary construction purposes, all located along Greenspot Road. The recommended Agreement for Possession and Use will allow the City to proceed with construction of the Project without delay while the OCFCD and City finalized the easements deeds to convey the parcels. The City has agreed to compensate the OCFCD for these easements by building improvements beneficial to the development of the Greenspot Property. These properties are surplus to the OCFCD and are no longer needed for flood control purposes. Additionally, the improvements to the Greenspot Road and Bridge will benefit OCFCD's property.

The City was recently notified by California Department of Transportation (Caltrans) of a change by the Federal Highway Administration (FHWA) that affects funding available for the Project. In order to remain eligible for current fiscal year funding, the City must submit a request for authorization (RFA) to construct by March 15, 2012. The Agreement for Possession and Use will allow the City to secure the needed right-of-way certification from Caltrans and submit the RFA. If the City is not able to submit an RFA by March 15, 2012, the programmed federal funds will be lost and they would have to wait until after September 15, 2012 to submit the RFA, resulting in a 6-month delay for the Project. A delay in the start of Project construction would be contrary to the public interest and the purposes of OCFCD.

Compliance with CEQA: In accordance with CEQA Guidelines, Section 15305, Class 5 (Minor Alterations in Land Use Limitations), the proposed project is exempt from the provisions of CEQA, which reflects the independent judgment of the lead agency, Orange County, and satisfies the requirements of CEQA. The project is exempt because it involves transfers of ownership of land for purposes of road re-alignment.

General Plan Conformity: The proposed project conforms with the General Plan of the City of Highland, pursuant to Government Code Section 65402.

Orange County Flood Control Act: The proposed project is authorized under Section 36-2(12) of the Orange County Flood Control Act. OCFCD staff has determined that the City's proposed improvements will not interfere with the flood control function of the Property.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

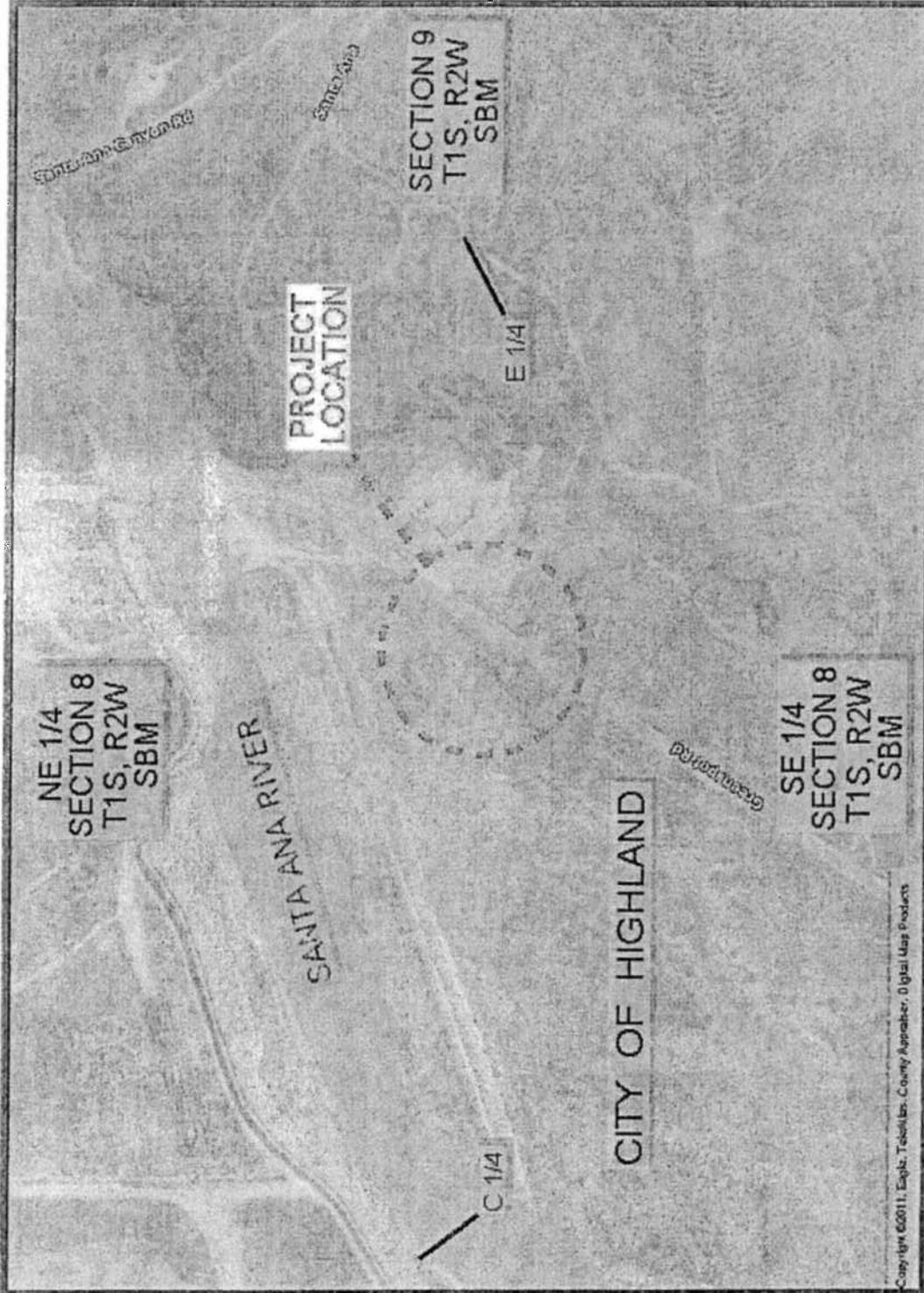
EXHIBIT(S):

Location Map

ATTACHMENT(S):

Agreement for Possession and Use

- Markup
- Image Overlay
- Markup[GREENSPOT RD.dmp]
- Transportation
 - Interstates
 - Freeways
 - US Highways
 - State-Local Highways
 - Major Roads
 - Local Roads
 - Alleys / Dead Ends
 - Other Roads
- Railroads
- Waters
- County
- State
- City
- PARCELS



**LOCATION MAP
GREENSPOT ROAD
(ROWE ID #2010-066)**



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PROJECT: Greenspot Bridge

APN: 0297-091-13

**AGREEMENT
FOR POSSESSION AND USE**

This AGREEMENT FOR POSSESSION AND USE ("Agreement") is made this _____ day of _____, 2012, by the CITY OF HIGHLAND hereinafter referred to as "CITY," and ORANGE COUNTY FLOOD CONTROL DISTRICT, a body politic and corporate, hereinafter referred to as "Owner."

It is hereby agreed by and between the parties that CITY requires immediate possession of the Owner's real property to construct a public bridge project. The Owner's property is legally described in attached Exhibit "A," and CITY has requested a Road Easement and Slope Easement, and a Temporary Construction Easement within Assessor's Parcel, hereinafter referred to as "Parcel," described in attached Exhibit "B". The Parcel is required for the purpose of constructing a replacement bridge and appurtenances known as the City of Highland Greenspot Bridge Project. The purpose of this Agreement is to allow CITY to proceed with the construction of its Project without delay.

It is agreed by the parties that any delay in the start of construction of this project is contrary to the public interest. It is the intent of this agreement to offer fair-market compensation to the Owner for permission to enter the Parcel and construct the project. CITY has agreed to compensate the Orange County Flood Control District for the Easements by building improvements beneficial to Owner which will be agreed upon by both parties prior to the beginning of construction of the project. Both parties herein agree that these improvements constitute a fair and equitable settlement between each party.

In consideration of the improvements to be built by CITY, CITY and Owner agree as follows:

1. Owner hereby irrevocably grants to CITY, its contractors, agents, and all others deemed necessary by CITY, the irrevocable right to possession and use of the Parcel including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, CITY will construct improvements when building the Greenspot Bridge Project. CITY shall have the right to take possession of the Parcel on the date of the execution of this document by the Owner, Owner waives any right to challenge CITY's right to possess and use the Parcel.
2. Owner warrants that they are the owner of the property and has the right to grant this irrevocable grant of possession and use.
3. On and after the date of execution of this agreement, Owner shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Parcel, or the larger parcel of which the Parcel is a part, without first obtaining the written consent of CITY.
4. Except as otherwise provided in Paragraph 11, below, and in consideration for the mutual covenants and promises set forth herein, CITY does hereby release, acquit, and forever discharge the Owner, and each and all of its agents, employees, partners, joint venturers, representatives, servants, trainees, successors, assignees, affiliates, subsidiaries, and principals, both past and present, of and from any and all claims, causes of action, costs, or demands of whatever nature, character, or description, whether known or unknown, which may have

had or may now have against the Owner by reason of the acts or omissions on the part of the Owner, which acts or omissions occurred prior to the date of execution of this Agreement, and which acts or omissions are referenced in, or in any way related to or connected with, those matters which are the subjects of this Agreement.

5. CITY recognizes and acknowledges that this Agreement is not intended to and shall not release any of the parties hereto from any liability or damages, if any, caused by, or arising out of, the failure or refusal of that party to perform any and all of the acts required on their respective parts to be done, as per the terms and conditions of this Agreement.
6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

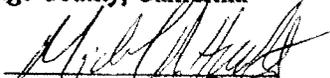
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
7. The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.
8. CITY agrees to indemnify, defend (with counsel reasonably approved by Owner) and hold harmless the Owner and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Owner on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CITY's indemnification obligation applies to the Owner's "active" as well as "passive" negligence but does not apply to the Owner's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
9. OWNER agrees to indemnify, defend (with counsel reasonably approved by CITY) and hold harmless CITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. OWNER'S indemnification obligation applies to CITY'S "active" as well as "passive" negligence but does not apply to the CITY'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
10. Owner is not aware of the presence of any hazardous materials on the Parcel, however, if any hazardous materials are present on the Parcel on the date CITY takes possession of the Parcel, Owner shall not be responsible for and shall not bear any cost of all removal, disposal, cleanup and/or decontamination which may be required because of these hazardous materials. CITY shall further hold Owner its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcel on the date CITY takes possession under this agreement.
11. If any provision of this Agreement as applied to any party or to any circumstance, shall be adjudged by a court to be void and unenforceable, the same shall in no way affect:
 - a. Any other provision of this Agreement;
 - b. The application of such provision in any other circumstances; or
 - c. The validity or enforceability of the Agreement as a whole.

12. This Agreement shall not be modified except in writing and signed by the parties.
13. Time is of the essence for performance of each and every covenant in this Agreement and of each and every condition contained in this Agreement.
14. The parties shall execute and deliver all documents and perform all further acts as may reasonably be necessary to effectuate the provisions of this Agreement.
15. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties prepared this Agreement. This Agreement is entered into and is to be performed in the Owner of San Bernardino, California, in accordance with the laws of the State of California.
16. This agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Office of the County Counsel
Orange County, California

By: 
Deputy for N.M.M.

Date: 3/2/12

Signed and certified that a copy of this document
Has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

ATTEST:

Susan Novak
Clerk of the Board of Supervisors
Orange County Flood Control District
Orange County, California

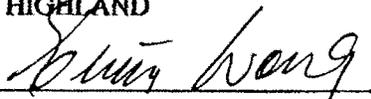
DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT

By: _____
Chair, Board of Supervisors
Orange County, California

(CITY)

CITY OF HIGHLAND

By: 
Ernest Wong,
Public Works Director/City Engineer

Date: 3-2-12

EXHIBIT "A"

THAT PORTION OF THE NORTHEAST ONE QUARTER OF THE SOUTHEAST
ONE QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN
BERNARDINO MERIDIAN IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SAID SECTION
IS SHOWN ON THE OFFICIAL PLAT OF SAID TOWNSHIP APPROVED BY THE
SURVEYOR GENERAL'S OFFICE SEPTEMBER 4, 1858, LYING
NORTHWESTERLY OF THE CENTERLINE OF GREENSPOT ROAD AS
DESCRIBED IN A ROAD DEED TO THE COUNTY OF SAN BERNARDINO
RECORDED APRIL 9, 1932 IN BOOK 810, PAGE 43, OF OFFICIAL RECORDS OF
SAID COUNTY.

EXHIBIT "B"

**GREENSPOT ROAD
LEGAL DESCRIPTION
PARCEL NO. E0170-952**

That portion of the Northeast one-quarter of the Southeast one-quarter, of Section 8, Township 1 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof approved by the Surveyor General's Office September 4, 1858, described as follows:

COMMENCING at a point on the centerline of Greenspot Road as shown on Record of Survey recorded in Book 87, Pages 25 through 31 Records of Survey, records of said County, said point being distant along said centerline South $32^{\circ} 23' 21''$ West, 766.18 feet from the northeasterly terminus of the line shown on said Record of Survey as having a bearing and distance of North $33^{\circ} 22' 07''$ East, 1836.30 feet; thence South $32^{\circ} 23' 21''$ West, 50.62 along said centerline; thence North $57^{\circ} 36' 39''$ West, 30.00 feet to a point on the northwesterly line of that certain strip of land 60.00 feet wide described in Road Easement to the County of San Bernardino recorded April 9, 1932 in Book 810, Page 43, Official Records of said County, said point being the **TRUE POINT OF BEGINNING**; thence continuing North $57^{\circ} 36' 39''$ West, 22.00 feet to a line parallel with and distant northwesterly 52.00 feet from said centerline; thence North $32^{\circ} 23' 21''$ East, 50.62 feet along said parallel line to the beginning of a curve concavo northwesterly having a radius of 1573.00 feet; thence northeasterly, 380.49 feet along said curve through a central angle of $13^{\circ} 51' 34''$ to the northerly line of said Southeast one-quarter; thence South $88^{\circ} 41' 22''$ East, 62.81 feet along said northerly line to the northwesterly line of Road Easement granted to the County of San Bernardino recorded August 26, 1981 as Instrument No. 81-189435, Official Records of said County; thence South $32^{\circ} 23' 21''$ West, 156.54 feet along the boundary line of last said Road Easement to an angle point therein; thence South $61^{\circ} 59' 53''$ East, 14.04 feet along said boundary line to said northwesterly line of said Road Easement recorded April 9, 1932 in Book 810, Page 43; thence South $32^{\circ} 23' 21''$ West, 304.38 feet along last said northwesterly line to the **TRUE POINT OF BEGINNING**.

Containing 14,263 square feet, more or less.

The bearings and distances used in the above description are grid based on the California Coordinate System of 1983, Zone 5 (NAD 1983). Divide distances shown by 0.99991131 to obtain ground distances.

See Exhibit B-1 attached and by reference made a part.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature Janeen Nedlik
JANEEN NEDLIK, L.S. 7563
License Expires 12/31/11

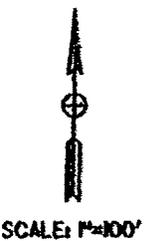
Date January 03, 2011



EXHIBIT B-1

COUNTY OF SAN BERNARDINO

T. 1 S., R. 2 W.
SECTION 8



BEARINGS & DISTANCES ARE
GRID BASED ON CGS 1983, ZONE 5
(NAD 83). DIVIDE DISTANCES BY
0.99991131 TO OBTAIN GROUND
DISTANCES

APN
297-091-002

NE'LY TERMINUS

N'LY LINE SE 1/4 SEC 8

E GREENSPOT RD
(PROPOSED)

E GREENSPOT ROAD (EXIST)
RS 87/25-31

NW'LY LINE ROAD ESMT.
TO COUNTY OF SAN
BERNARDINO REC. 8/26/81
INST. NO. 81-189435, O.R.

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User Name: Nedlik
 Project: 05090 greenspot
 Report Area

Date: 12-03-10
 Time: 16:27:38
 Page: 1

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Lot Area (Square Feet):      14263.1010
Lot Area (Acres):           0.3274
Lot Perimeter                990.881401
    
```

Course Data

Node ID	Northing	Easting	Direction	Distance
250	1859430.642838	6831987.078572		

Circular Curve Data

Node ID	Northing	Easting
RP 113	1859930.543045	6830495.626668
N/A	1859249.373690	6831926.321344

```

Curve Direction:          CW
Radial In:                N71°28'12.14"W
D.O.C Arc:                 03°38'32.83"
D.O.C Chord:               03°38'35.04"
Radius:                    1573.000000
Delta angle:               13°51'33.61"
Tangent length:           191.180399
Arc length:                 380.494609
Chord Direction:           S25°27'34.67"W
Chord length:              379.567652
External:                  11.575320
Middle ordinate:          11.490762
Radial out:                S57°36'38.53"E
    
```

Node ID	Northing	Easting	Direction	Distance
269	1859087.935607	6831823.911918	S32°23'21.47"W	50.620735
268	1859045.190041	6831796.795957	S57°36'38.53"E	22.000000
265	1859033.405322	6831815.373373	N32°23'21.47"E	304.377742
264	1859290.430411	6831978.419113	N61°59'54.56"W	14.041153
263	1859297.022661	6831966.021684	N32°23'21.47"E	156.536080
262	1859429.206110	6832049.873220	N88°41'21.53"W	62.811081
250	1859430.642838	6831987.078572		

**GREENSPOT ROAD-SLOPE EASEMENT
LEGAL DESCRIPTION
PARCEL NO. E0170-953**

That portion of the Northeast one-quarter of the Southeast one-quarter, of Section 8, Township 1 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof approved by the Surveyor General's Office September 4, 1858, described as follows:

COMMENCING at a point on the centerline of Greenspot Road as shown on Record of Survey recorded in Book 87, Pages 25 through 31 Records of Survey, records of said County, said point being distant along said centerline South 32° 23' 21" West, 766.18 feet from the northeasterly terminus of the line shown on said Record of Survey as having a bearing and distance of North 33° 22' 07" East, 1836.30 feet; thence South 32° 23' 21" West, 50.62 along said centerline; thence North 57° 36' 39" West, 30.00 feet to a point on the northwesterly line of that certain strip of land 60.00 feet wide described in Road Easement to the County of San Bernardino recorded April 9, 1932 in Book 810, Page 43, Official Records of said County, said point being the **TRUE POINT OF BEGINNING**; thence continuing North 57° 36' 39" West, 22.00 feet to a line parallel with and distant northwesterly 52.00 feet from said centerline; thence North 32° 23' 21" East, 50.62 feet along said parallel line to the beginning of a curve concave northwesterly having a radius of 1573.00 feet; thence northeasterly, 380.49 feet along said curve through a central angle of 13° 51' 34" to the northerly line of said Southeast one-quarter; thence North 88° 41' 22" West, 32.88 feet along said northerly line; thence South 26° 21' 00" West, 417.76 feet; thence South 57° 36' 39" East, 52.00 feet to said northwesterly line; thence North 32° 23' 21" East, 5.00 feet along said northwesterly line to the **TRUE POINT OF BEGINNING**.

Containing 17,002 square feet, more or less.

The bearings and distances used in the above description are grid based on the California Coordinate System of 1983, Zone 5 (NAD 1983). Divide distances shown by 0.99991131 to obtain ground distances.

See Exhibit C-1 attached and by reference made a part.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature Janeen Nedlik
JANEEN NEDLIK, L.S. 7563
License Expires 12/31/11

Date January 3, 2011

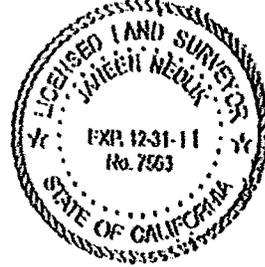


EXHIBIT C-1

COUNTY OF SAN BERNARDINO

T. 1 S., R. 2 W.
SECTION 8



SCALE: 1"=100'

N/2 LINE SE 1/4 SEC 8

BEARINGS & DISTANCES ARE
GRID BASED ON CCS 1983, ZONE 5
(NAD 83). DIVIDE DISTANCES BY
0.99991131 TO OBTAIN GROUND
DISTANCES

APN
297-091-002

SEE
DETAIL "A"

T.P.O.B.

NW 1/4 LINE ROAD ESMT.
TO COUNTY OF SAN
BERNARDINO REC. 4/9/32
BOOK 810, PAGE 43, O.R.

() = RECORD PER RS 87/25-31

NE'LY TERMINUS

GREENSPOT RD
(PROPOSED)

GREENSPOT ROAD (EXIST)

RS 87/25-31

N 88°41'22" W
32.88'

S 28°21'00" W 417.76'

Δ=139°51'34" R=1573.00' L=380.49'

S 71°28'12" E (R)
L=380.49'

N 57°36'39" W 30.00'

N 32°23'21" E
L=50.62'

NE 1/4 SE 1/4

P.O.C.

T.P.O.B.

DETAIL "A"
NOT TO SCALE

LINE TABLE		
No.	BEARING	DISTANCE
L27	S 32°23'21" W	50.62'
L28	N 32°23'21" E	50.62'
L29	N 57°36'39" W	22.00'
L30	S 57°36'39" E	52.00'
L36	N 32°23'21" E	20.00'

Associated Engineers

3311 E. SHELBY ST. OAKLAND, CA 94704
Tel: 907.000.1002 Fax: 907.011.0001

A division of

**PARSONS
BRINCKERHOFF**

GREENSPOT ROAD

SLOPE EASEMENT

OCFCD_SLOPE_CLSR.txt

User Name: Nedlk
 Project: 05090 greenspot
 Report Area

Date: 12-03-10
 Time: 16:38:56
 Page: 1

```

=====
Lot Area (Square Feet):      17001.6520
Lot Area (Acres):           0.3903
Lot Perimeter                960.755137
    
```

Course Data

Node ID	Northing	Easting	Direction	Distance
243	1859431.394865	6831954.209923	S26°20'59.91"W	417.762576
272	1859057.037973	6831768.784771	S57°36'38.53"E	51.999967
266	1859029.183200	6831812.695000	N32°23'22.82"E	4.999999
265	1859033.405322	6831815.373373	N57°36'38.53"W	22.000000
268	1859045.190041	6831796.795957	N32°23'21.47"E	50.620735
269	1859087.935607	6831823.911918		

Circular Curve Data

Node ID	Northing	Easting
RP 113	1859930.543045	6830495.626668
N/A	1859249.373690	6831926.321344

```

Curve Direction:          CCW
Radial In:                N57°36'38.53"W
D.O.C Arc:                03°38'32.83"
D.O.C Chord:              03°38'35.04"
Radius:                   1573.000000
Delta angle:              13°51'33.61"
Tangent length:          191.180399
Arc length:               380.494609
Chord Direction:         N25°27'34.67"E
Chord length:            379.567652
External:                 11.575320
Middle ordinate:         11.490762
Radial Out:              S71°28'12.14"E
    
```

Node ID	Northing	Easting	Direction	Distance
250	1859430.642838	6831987.078572	N88°41'21.53"W	32.877251
243	1859431.394865	6831954.209923		

**GREENSPOT ROAD-TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
PARCEL NO. E0170-951**

That portion of the Northeast one-quarter of the Southeast one-quarter, of Section 8, Township 1 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof approved by the Surveyor General's Office September 4, 1858, described as follows:

COMMENCING at a point on the centerline of Greenspot Road as shown on Record of Survey recorded in Book 87, Pages 25 through 31 Records of Survey, records of said County, said point being distant along said centerline South 32° 23' 21" West, 766.18 feet from the northeasterly terminus of the line shown on said Record of Survey as having a bearing and distance of North 33° 22' 07" East, 1836.30 feet; thence South 32° 23' 21" West, 50.62 along said centerline; thence North 57° 36' 39" West, 30.00 feet to a point on the northwesterly line of that certain strip of land 60.00 foot wide described in Road Easement to the County of San Bernardino recorded April 9, 1932 in Book 810, Page 43, Official Records of said County; thence South 32° 23' 21" West, 5.00 feet along said northwesterly line to the TRUE POINT OF BEGINNING; thence North 57° 36' 39" West, 52.00 feet; thence North 26° 21' 00" East, 417.76 feet to the northerly line of said Southeast one-quarter; thence North 88° 41' 22" West, 22.07 feet along said northerly line; thence South 26° 21' 00" West, 426.42 feet; thence South 57° 36' 39" East, 70.00 feet to said northwesterly line; thence North 26° 21' 00" East, 20.00 feet along said northwesterly line to the TRUE POINT OF BEGINNING.

Containing 9,662 square feet, more or less.

The bearings and distances used in the above description are grid based on the California Coordinate System of 1983, Zone 5 (NAD 1983). Divide distances shown by 0.99991131 to obtain ground distances.

See Exhibit A-1 attached and by reference made a part.

This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature

Janeen Nedlik
JANEEN NEDLIK, L.S. 7563
License Expires 12/31/11

Date

January 3, 2011

Portion Assessor's Parcel No 0297-091-13

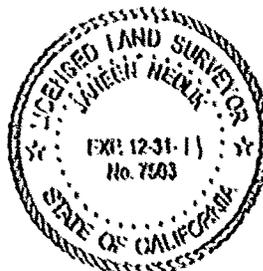


EXHIBIT A-1

COUNTY OF SAN BERNARDINO

T. 1 S., R. 2 W.
SECTION 8



SCALE: 1"=400'

BEARINGS & DISTANCES ARE
GRID BASED ON CCS 1983, ZONE 5
(NAD 83). DIVIDE DISTANCES BY
0.99991131 TO OBTAIN GROUND
DISTANCES

APN
297-091-002

NE'LY TERMINUS

N 88°41'22" W
22.07'

NLY LINE SE 1/4 SEC 8

GREENSPOT RD
(PROPOSED)

GREENSPOT ROAD (EXIST)

RS 87/25-31

20.00'

S 26°21'00" W 426.42'

N 26°21'00" E 417.76'

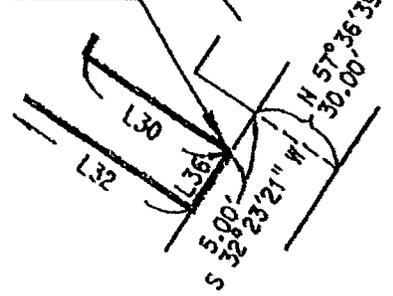
S 32°23'21" E 50.62'

N 57°36'39" W 52.00'

S 57°36'39" E 70.00'

N 32°23'21" E 20.00'

NE 1/4 SE 1/4
T.P.O.B.



DETAIL "A"
NOT TO SCALE

SEE
DETAIL "A"

P.O.C.

T.P.O.B.

NW'LY LINE ROAD ESMT.
TO COUNTY OF SAN
BERNARDINO REC. 4/9/32
BOOK 810, PAGE 43, O.R.

() = RECORD PER RS 87/25-31

LINE TABLE		
No.	BEARING	DISTANCE
L27	S 32°23'21" W	50.62'
L30	N 57°36'39" W	52.00'
L32	S 57°36'39" E	70.00'
L36	N 32°23'21" E	20.00'

Associated Engineers

3311 E. SHELBY ST., ONTARIO, CA 91764
Tel: 909.999.1942 Fax: 909.911.8891

A division of

**PARSONS
BRINCKERHOFF**

GREENSPOT ROAD

TEMPORARY CONSTRUCTION EASEMENT

User Name: Nedlik
 Project: 05090 greenspot
 Report Area

Date: 12-03-10
 Time: 16:44:36
 Page: 1

```

=====
Lot Area (Square Feet):          9661.7358
Lot Area (Acres):                0.2218
Lot Perimeter                    1008.248201
    
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Course Data

Node ID	Northing	Easting	Direction	Distance
242	1859431.899795	6831932.141077	S26°20'59.91"W	426.415378
273	1859049.789130	6831742.875353	S57°36'38.53"E	69.995657
267	1859012.294622	6831801.981646	N32°23'21.13"E	20.000001
266	1859029.183200	6831812.695000	N57°36'38.53"W	51.999967
272	1859057.037973	6831768.784771	N26°20'59.91"E	417.762576
243	1859431.394865	6831954.209923	N88°41'21.53"W	22.074622
242	1859431.899795	6831932.141077		