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Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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

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JUDGMENT AND FINAL ORDER OF CONDEMNATION
CASE NO. RIC446566

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."

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 17 2007

[Handwritten signature]

1 GREGORY P. PRIAMOS, City Attorney #136766
2 HERIBERTO F. DIAZ, Deputy City Attorney #132821
3 CITY OF RIVERSIDE
4 City Hall, 3900 Main Street
5 Riverside, California 92522
6 Telephone (951) 826-5567
7 Facsimile (951) 826-5540

8 Attorneys for Plaintiff, City of Riverside

(Fee Exempt Govt. Code § 6103)

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF RIVERSIDE

11 CITY OF RIVERSIDE, a California charter)
12 city and municipal corporation,)
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Plaintiff,

vs.

CHRIS MIRANDA; NANCY MIRANDA;
GOLDEN WEST SAVINGS ASSOCIATION
SERVICE CO., a California corporation;
WORLD SAVINGS BANK, F.S.B., a business
of unknown form; COMMONWEALTH
LAND TITLE INSURANCE COMPANY, a
Pennsylvania corporation; JPMORGAN
CHASE BANK, NA, a corporation; DOES 1
through 100; and ALL PERSONS UNKNOWN
CLAIMING AN INTEREST IN THE
PROPERTY,

Defendants.

CASE NO. RIC 446566
Assigned for all purposes to the
Honorable Judge Craig G. Riemer
Department 7

**JUDGMENT AND FINAL ORDER OF
CONDEMNATION**

[Stipulation re Settlement and for Entry of
Judgment and Final Order of
Condemnation filed concurrently
herewith]

Assessor's Parcel Number 136-070-004

Complaint filed: March 16, 2006
Status Conference: January 17, 2007
Time: 8:30 a.m.
Department: 7

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1 Pursuant to a written stipulation by and between plaintiff City of Riverside (hereinafter
2 “City”), by and through Heriberto F. Diaz, Deputy City Attorney, defendants Chris Miranda and
3 Nancy Miranda (collectively hereinafter “Miranda”), and defendants Golden West Savings
4 Association Service Co. and World Savings Bank, FSB, (collectively hereinafter “Lenders”) that a
5 Judgment and Final Order of Condemnation as to Assessor’s Parcel Number 136-070-004 may be
6 made and entered herein in accordance with the terms and conditions hereof without further notice
7 to said defendants;

8 IT IS HEREBY FOUND AND DETERMINED:

9 1. The interest of defendants Miranda in and to the real property designated in the
10 complaint as Assessor’s Parcel Number 136-070-004 is fee simple absolute. The interest taken by
11 the City is an easement for right-of-way purposes in and to a portion of Assessor’s Parcel Number
12 136-070-004. The part taken is described in exhibit “A” hereto.

13 2. By execution of the Stipulation herein, defendants Miranda and Lenders waive the
14 right to jury trial, Statement of Decision, Notice of Entry of Judgment in Condemnation, Notice of
15 Entry of Final Order of Condemnation as to Assessor’s Parcel Number 136-070-004 and the right
16 and time for appeal.

17 3. Defendants Miranda and Lenders expressly waive the right to challenge the City’s
18 right to acquire the property by eminent domain, the right to further and greater compensation, and
19 the right to an award of attorneys fees, to the extent that they may be allowable by law.

20 4. Pursuant to said stipulation, the total amount of just compensation to be paid by
21 plaintiff to defendants Miranda and Lenders is the sum of Two Hundred Sixty-five Thousand
22 Dollars (\$265,000.00) (“Award”). The Award is inclusive of attorneys fees and all costs of suit,
23 including those costs defined in *California Code of Civil Procedure* § 1268.710 and litigation
24 expenses including, but not limited to those defined in *California Code of Civil Procedure* §
25 1235.140.

26 5. The Award is comprised of the sum of Two Hundred Forty-five Thousand Dollars
27 (\$245,000.00) for the interest in the land and improvements taken, and Twenty Thousand Dollars



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1 (\$20,000.00) for demolition of improvements including a single-family residence (“Existing
2 Improvements”) located on the remainder of Assessor’s Parcel Number 136-070-004. Said sum
3 represents the value of the agreed-upon taking, which exceeds the land described in the City’s
4 resolution of necessity.

5 6. As consideration for the Award, defendants Miranda shall complete all of the
6 following not later than eighteen (18) months after the date of entry of this judgment:

- 7 a) Construction of a new single-family residence to replace the Existing
8 Improvements (“New Improvements”) with a minimum twenty-five-foot
9 setback from the ultimate right-of-way boundary line as established by the
10 City’s acquisition in this action; and
11 b) Demolition of the Existing Improvements in which defendants Miranda
12 currently reside.

13 7. If, for any reason whatsoever, defendants Miranda fail to perform their obligations
14 hereunder within: a) eighteen (18) months from the date this judgment is entered, or b) any
15 approved extension by the City pursuant to paragraph 10 of the Stipulation re Settlement and for
16 Entry of Judgment and Final Order of Condemnation, City shall have the right to evict any tenant
17 then occupying the Existing Improvements and to enter the property and remove all improvements
18 therefrom, except any construction for the New Improvements. City shall withhold and retain the
19 sum of Twenty Thousand Dollars (\$20,000.00) from the Award for the purpose of demolishing the
20 improvements described in this paragraph in the event defendants Miranda fail to do so and shall
21 release the deposit to defendants Miranda within twenty (20) days of completion of demolition of
22 the Existing Improvements by defendants Miranda.

23 8. Defendants Miranda shall not rent or lease any portion of the Existing Improvements
24 and shall not engage in any conduct that would impair or limit the City’s rights hereunder.

25 9. Defendant World Savings Bank, FSB, (“World”) is the beneficiary of a Note and
26 Deed of Trust (“the Loan”) executed by defendants Miranda in the original principal amount of
27 One Hundred Forty Thousand Dollars (\$140,000.00), which Deed of Trust encumbers the real



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1 property that is the subject of this eminent domain proceeding. A portion of the Award sufficient
2 to pay the Loan in full will be paid by plaintiff to World through its counsel of record pursuant to a
3 payoff statement that shall be prepared upon written request submitted by plaintiff or defendants
4 Miranda to World's counsel of record, Pite Duncan & Melmet, LLP. The portion of the Award
5 remaining after paying off the Loan in full will be paid to defendants Miranda as provided herein.
6 World agrees to waive: 1) interest on the Loan in the amount of Eight Hundred Dollars (\$800.00);
7 2) the demand statement fee of Thirty Dollars (\$30.00); and 3) the fax fee of Ten Dollars (\$10.00).
8 Additionally, World and defendants Miranda agree that One Thousand Five Hundred Dollars
9 (\$1,500.00) of World's attorney's fees will be added to the Loan and included in the payoff
10 statement. The remaining attorney's fees and costs incurred by World will be waived and will not
11 be not included in the payoff statement.

12 10. Defendants Lenders, with the exception of World Savings Bank, FSB, as provided
13 herein, hereby waive the right to apportionment, compensation, and payoff, if any is due.

14 11. On March 1, 2006, plaintiff City of Riverside deposited with the State Treasury
15 Condemnation Fund the amount of Thirty-seven Thousand Two Hundred Dollars (\$37,200.00) as
16 a deposit of probable just compensation. None of the parties in this action have made an
17 application to withdraw any portion of the deposit of probable compensation. All funds remain on
18 deposit with the State Treasurer.

19 12. The use for which an interest in and to Assessor's Parcel Number 136-070-004 is
20 being acquired is a use authorized by law and the acquisition of said interest is necessary to said
21 use.

22 13. A Right of Entry and Temporary Construction Agreement regarding Assessor's
23 Parcel Number 136-070-004 was executed by defendants Miranda on March 3, 2006, which date
24 is hereby deemed the effective date of possession.

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27 ///

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1 14. The total of all applicable unpaid taxes, penalties, and costs for prior, current, and
2 next succeeding tax years, prorated, to the date of possession are as follows:

<u>Assessor's Parcel Number</u>	<u>Total Unpaid Taxes, Penalties and Costs</u>
136-070-004	\$0.00

3
4
5 15. Plaintiff filed a Request for Entry of Default as to the following defendants on the
6 dates indicated below:

<u>Defendant</u>	<u>Date Filed</u>
Commonwealth Land Title Insurance Company	April 25, 2006
JPMorgan Chase Bank, NA	June 1, 2006

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11 The court makes no findings as to whether the security interest, if any, of defendants
12 Commonwealth Land Title Insurance Company and JPMorgan Chase Bank, NA, in and to the
13 remainder has been impaired and finds only that said defendants are not entitled to share in the
14 Award.

15 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

16 1. The total fair market value and damages for the taking of Assessor's Parcel Number
17 136-070-004 is the sum of Two Hundred Sixty-five Thousand Dollars (\$265,000.00). The sum of
18 Two Hundred Forty-five Thousand Dollars (\$245,000.00) shall be paid by plaintiff to defendants
19 Miranda and Lenders not later than thirty days after the date of entry of judgment. The balance
20 thereof shall be paid to defendants Miranda within twenty (20) days of completion of demolition
21 of the Existing Improvements.

22 2. Except as otherwise provided herein, payment hereunder shall be deemed to
23 expressly include all costs of suit pursuant to *California Code of Civil Procedure* § 1268.710 and
24 all litigation expenses including, but not limited to, those defined in *California Code of Civil*
25 *Procedure* § 1235.140. Payment hereunder shall further be deemed to be the total just
26 compensation and damages, if any, to which defendants Miranda and Lenders shall be entitled by
27 reason of the condemnation of Assessor's Parcel Number 136-070-004.



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1 3. The Award remaining to be paid herein shall be paid outside of these court
2 proceedings and shall be payable to World Savings Bank, FSB, and Chris and Nancy Miranda
3 Miranda as follows:

4 Chris Miranda and Nancy Miranda
5 c/o Thomas Miller, Esq.
6 REID & HELLYER
7 PO Box 1300
8 Riverside, CA 92502-1300

9 World Savings Bank, FSB
10 c/o Laurel I. Handley, Esq.
11 PITE DUNCAN & MELMET, LLP
12 525 E. Main Street
13 PO Box 12289
14 El Cajon, California 92022-2289

15 4. Payment to defendants Miranda of the sums herein above specified shall constitute
16 payment in full for the interest in the real property taken and for all damages of any kind and
17 nature whatsoever suffered by said defendants by reason of such taking.

18 5. Pursuant to a Right of Entry and Temporary Construction Agreement, plaintiff took
19 possession of Assessor's Parcel Number 136-070-004 on March 3, 2006.

20 6. Plaintiff's portion of taxes, if any, are cancelled as of March 3, 2006.

21 7. Defendants Lenders, with the exception of World Savings Bank, FSB, as provided
22 herein, hereby waive the right to apportionment, compensation, and payoff, if any is due.
23 Defendants Commonwealth Land Title Insurance Company and JPMorgan Chase Bank, NA, are
24 not entitled to compensation for the taking and damaging of Assessor's Parcel Number 136-070-
25 004.

26 8. City is hereby authorized to enter the property and to demolish the Existing
27 Improvements without further order of the court if defendants Miranda have not demolished the
same not later than: a) eighteen (18) months from the date this judgment is entered, or b) any
approved extension by the City pursuant to paragraph 10 of the Stipulation re Settlement and for
Entry of Judgment and Final Order of Condemnation.

///



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1 9. The funds on deposit with the Treasurer of the State of California, Condemnation
2 Fund, in the amount of Thirty-seven Thousand Two Hundred Dollars (\$37,200.00), including all
3 interest remaining on deposit, shall be disbursed to plaintiff City of Riverside forthwith and
4 payable as follows:

5 City of Riverside
6 Attn: Heriberto F. Diaz, Deputy City Attorney
7 Office of the City Attorney
3900 Main Street, Fifth Floor
Riverside, California 92522

8 WHEREFORE THE COURT NOW MAKES THE FOLLOWING ORDER OF
9 CONDEMNATION:

10 The interest of defendants Chris Miranda, Nancy Miranda, Golden West Savings
11 Association Service Co., and World Savings Bank, FSB, in the property legally described in
12 exhibit "A," a portion of the real property designated as Assessor's Parcel Number 136-070-004,
13 is hereby condemned for an easement and right-of-way for public purposes, together with all rights
14 to construct and maintain utilities, sewers, drains and other improvements consistent with the use
15 as a public street and highway, and the widening and improvement of a section of Victoria
16 Avenue. Plaintiff City of Riverside to take an easement for right-of-way purposes together with all
17 improvements thereon, free and clear of any and all liens, encumbrances, easements, and
18 leaseholds, of whatever kind or nature.

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21 DATED: 12-21-06

Edward Webster
Judge of the Superior Court

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EXHIBIT A



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EXHIBIT "A"

A.P.N. 136-070-004
Public Street and Highway Easement

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 1 in Block 12 of Moulton and Praed, as shown by map on file in Book 1, Pages 49 and 50 of Maps, records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of Lot 1 in Block 2 of Arlington Heights, as shown by map on file in 11, Pages 20 and 21 of Maps, records of San Bernardino County, California.

THENCE North 34°00' West, along the northeasterly line of said Lot 1 in Block 2, a distance of 1078.29 feet to the most northerly corner of that certain parcel of land conveyed to T. E. Topham and Sons, a co-partnership, by deed recorded May 12, 1954, in Book 1586, Page 429 of Official Records of Riverside County, California;

THENCE South 55°59'40" West, along the northwesterly line of said parcel, 155.5 feet to the POINT OF BEGINNING;

THENCE continuing along said northwest line of said parcel, 155.5 feet to the most easterly corner of that certain parcel as conveyed to T. E. Topham and Sons, a co-partnership, by deed recorded June 22, 1955, in Book 1755, Page 525 of Official Records of Riverside County, California;

THENCE North 34°00' West, along the northeast line of the aforementioned T. E. Topham and Sons parcel, 285.03 feet, more or less, to the southeasterly line of Victoria Avenue, described in the certified copy of court decree recorded March 23, 1942, in Book 533, Page 454 of Official Records of Riverside County, California;

THENCE North 55°59'40" East, along the southeasterly line of said Victoria Avenue, to a point that bears North 34°00' West, from the Point of Beginning;

THENCE South 34°00' East, to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion lying southeasterly of a line that is parallel with and distant 120.00 feet southeasterly, as measured at right angles, from the "Existing" centerline of Victoria Avenue, as shown by map of Tract No. 4515, on file in Book 85, Pages 12 through 14 of Maps, records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion of said Lot 1 in Block 12 conveyed to the County of Riverside, by deed recorded September 5, 1972, as Instrument No. 118384 of Official Records of said Riverside County.

Area - 10,885 square feet, more or less.

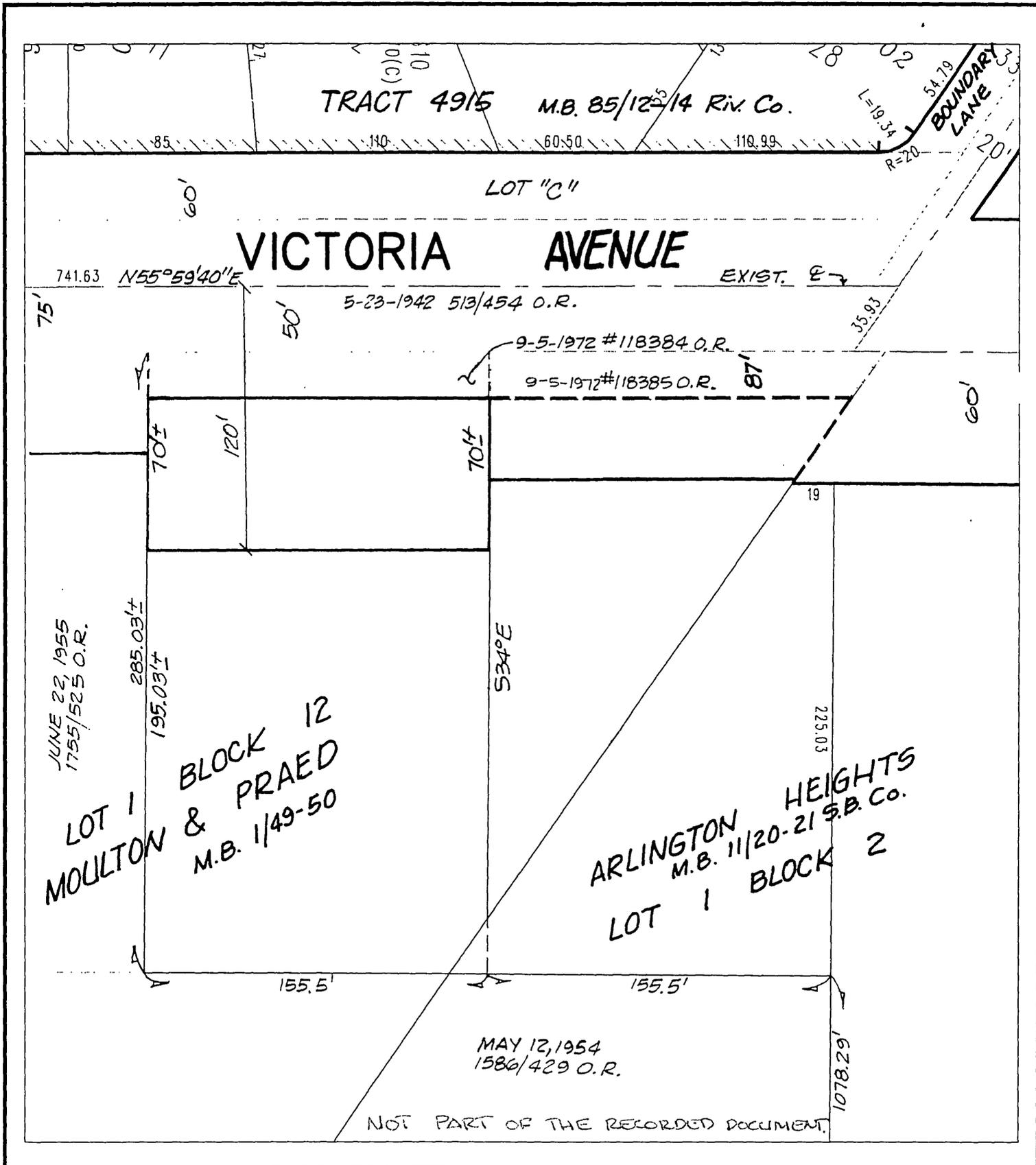
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 10/2/09 Date  Prep.
Mark S. Brown, L.S. 5655
License Expires 9/30/07



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◆ CITY OF RIVERSIDE, CALIFORNIA ◆

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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.

Sheet 1 of 1



Scale: 1" = 60'

Drawn by: sken

Date: 09/29/03

Subject: 10620 VICTORIA AVENUE

15939