

666A



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

FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBMITTAL DATE:
July 19, 2012

SUBJECT: Right of Way Acquisition Agreement and Right of Entry Agreement for the Temescal Canyon Road/Ontario Avenue and El Cerrito/Minnesota Road Traffic Signal Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0767-001 and a Right of Entry Agreement all within a portion of Assessor's Parcel Number 277-122-006;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA
By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 12,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: 369 – West County DIF Signal Mitigation Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY:
Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 7/17/12
SAMUEL WONG
Concurrent

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Gunzel 6-21-12
SYNTHIA M. GUNZEL
DATE

Policy
 Policy
 Consent
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: District: 2/2 Agenda Number: 3.19

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$12,400 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to install a traffic signal at the intersection of Ontario Avenue/Temescal Canyon Road and El Cerrito Road/Minnesota Road Project (Project). The Project includes installing a traffic signal, signing and striping modifications, a raised median, ADA curb ramps, reconstruct driveway approaches, and pavement reconstruction.

The California Environmental Quality Act (CEQA) environmental determination (Statutory Exemption) Public Resources Code 21080.13 was approved on February 14, 2011 by the Riverside County Transportation Department.

The Economic Development Agency (EDA) has negotiated with the property owner to convey 128 square feet in permanent easement on the corner of Temescal Canyon Road and Minnesota Road to install a traffic signal. As part of the consideration for this conveyance, the County will replace the existing parking lot, install a new septic system and relocate the business sign to another portion of the property.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 277-122-006:

Acquisition/Right of Entry Agreement:	\$ 0
Estimated Title and Escrow Charges:	\$ 0
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 0
EDA/FM Real Property Staff Time:	\$12,000
Total Estimated Acquisition Costs:	\$12,400

EDA has already covered the cost for the preliminary title report and will be or has been reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no net county cost will be incurred as a result of this transaction.

Attachments: Right of Way Acquisition Agreement, Right of Entry Agreement

1 GARY UNDERWOOD, a married man as his sole and separate property
2 (“Grantor”)

3
4 COUNTY OF RIVERSIDE, a political subdivision of the State of California
5 (“County”)

6 PROJECT: El Cerrito/Temescal Canyon Traffic
7 Signal Project

8 APN(S): 277-122-006 (portion)

9
10 **RIGHT OF WAY ACQUISITION AGREEMENT**

11 This Right of Way Acquisition Agreement, (“Agreement”), is made and entered
12 into this _____ day of _____, 2012, (“Effective Date”) between GARY
13 UNDERWOOD, a married man as his sole and separate property (“Grantor”), and the
14 COUNTY OF RIVERSIDE, a political subdivision of the State of California, (“County”).
15 Grantor and County are sometimes collectively referred to as “Parties”.

16
17 **RECITALS**

18 WHEREAS, Grantor is the owner of certain real property located at 19582
19 Temescal Canyon Road, Corona, County of Riverside, State of California 92881, as
20 depicted on the Plat Map identified as Attachment 1, attached hereto and made a part
21 hereof. The real property consisting of 0.232 acres of land and improved with an
22 Alberto’s restaurant with existing parking spaces in front of the restaurant and business
23 sign located on the corner of Minnesota Road and Temescal Canyon Road and is also
24 known as Assessor’s Parcel Number 277-122-006 (“Property”); and

25 WHEREAS, County of Riverside Transportation Department is currently working
26 on a traffic signal and road improvement project (“Project”) located at the intersection
27 of El Cerrito Road and Temescal Canyon Road in the Corona area; and

1 C. Install fence on the portion of the Property at County's sole cost and
2 expense as shown on Attachment 2.

3 4. This Right of Way Acquisition Agreement embodies all of the considerations
4 agreed upon between the County and Grantor. This Agreement was obtained without
5 coercion, promises other than those provided herein, or threats of any kind whatsoever
6 by or to either party. By executing this Agreement, Grantor represents that Grantor
7 has no direct or indirect present or contemplated future personal interest in the
8 property being acquired or in any benefit from the acquisition of subject property.

9 5. It is mutually understood and agreed by and between the parties hereto that the
10 right of possession and use of the subject property by County, including the right to
11 remove and dispose of existing improvements, shall commence upon the execution of
12 this agreement by all parties.

13 6. The performance of this Agreement constitutes the entire consideration for the
14 acquisition of the property under this Agreement and shall relieve the County of all
15 further obligations or claims on account of the acquisition of the property referred to
16 herein or an account of the location, grade or construction of the proposed public
17 improvement.

18 7. This Agreement is made solely for the benefit of the Parties to this Agreement
19 and their respective successors and assigns, and no other person or entity may have
20 or acquired any right of virtue of this Agreement.

21 8. This Agreement shall not be changed, modified, or amended except upon the
22 written consent of the parties hereto.

23 9. This Agreement is the result of negotiations between the parties and is intended
24 by the parties to be a final expression of their understanding with respect to the matters
25 herein contained. This Agreement supersedes any and all other prior agreements and
26 understandings, oral or written, in connection therewith. No provision contained herein
27 shall be construed against the County solely because it prepared this Agreement in its
28 executed form.

1 10. Any action at law or in equity brought by either of the Parties hereto for the
2 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a
3 court of competent jurisdiction in the County of Riverside, State of California, and the
4 Parties hereby waive all provisions of law providing for a change of venue in such
5 proceedings to any other county.

6 11. Grantor, (his/her/its/their) assigns and successors in interest shall be bound by
7 all the terms and conditions contained in this Agreement, and all the parties thereto
8 shall be jointly and severally liable thereunder.

9 12. This Agreement may be signed in counterpart or duplicate copies, and any
10 signed counterpart or duplicate copy shall be equivalent to a signed original for all
11 purposes.

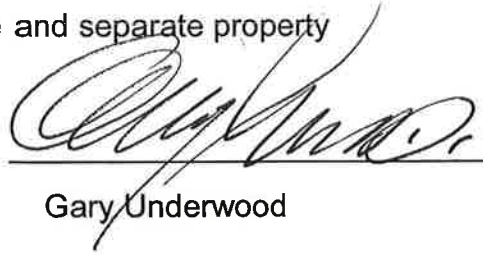
12
13 (SIGNATURES ON NEXT PAGE)
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Right of Way
2 Acquisition Agreement on the date as indicated below each Party's signature.

3
4 Date: 8 MAY/12

5 **GRANTOR:**

6 GARY UNDERWOOD, a married man as his
7 sole and separate property

8
9 By: 
10 Gary Underwood

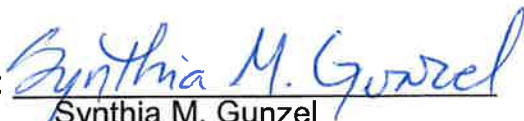
11 **COUNTY OF RIVERSIDE:**

12
13 **ATTEST:**
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: _____
17 John Tavaglione, Chairman
18 Board of Supervisors

19
20 By: _____
21 Deputy

22 **APPROVED AS TO FORM:**
23 PAMELA J. WALLS
24 County Counsel

25
26 By: 
27 Cynthia M. Gunzel
28 Deputy County Counsel

Attachment 1

(Legal Description and Plat Map)

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL 0767-001

BEING A PORTION OF LOT 24, OF BLOCK A, OF A MAP ENTITLED, "BLUE DIAMOND ADDITION TO CORONA", ON FILE IN BOOK 15, PAGE 92 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF TEMESCAL CANYON ROAD, FORMERLY STATE HIGHWAY (40.00 FOOT NORTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF EL CERRITO ROAD (25.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS SHOWN ON A MAP ENTITLED, "EL CERRITO HILLS", ON FILE IN BOOK 20, PAGES 96 AND 97 OF MAPS, RECORDS OF SAID RECORDER, SAID INTERSECTION BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4,287.38 FEET AND AN INITIAL RADIAL BEARING OF N 37°51'46" E;

THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID TEMESCAL CANYON ROAD AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02°31'49", AN ARC DISTANCE OF 189.34 FEET TO A POINT ON A RADIAL LINE THAT BEARS N 40°23'35" E;

THENCE N 40°23'35" E ALONG SAID RADIAL LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID TEMESCAL CANYON ROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MINNESOTA ROAD, FORMERLY BLUE DIAMOND ROAD (30.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS SHOWN ON SAID MAP OF "BLUE DIAMOND ADDITION TO CORONA", SAID INTERSECTION BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 41°35'42" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MINNESOTA ROAD, A DISTANCE OF 16.00 FEET;

THENCE S 03°57'12" E, A DISTANCE OF 22.41 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4,327.38 FEET AND AN INITIAL RADIAL BEARING OF N 40°36'18" E;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'43", AN ARC DISTANCE OF 16.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 128 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy E. Rayburn*
DATE: 9/14/2011



EXHIBIT "B"

CURVE DATA

- (A) D = 02° 31' 49"
R = 4287.38'
L = 189.34'
T = 94.69'
- (B) D = 00° 12' 43"
R = 4327.38'
L = 16.00'
T = 16.00'
- (C) (D = 3° 51' 48")
(R = 4287.38')
(L = 289.09')
(T = 144.56')

SURVEY DATA

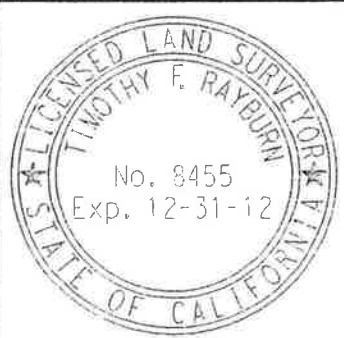
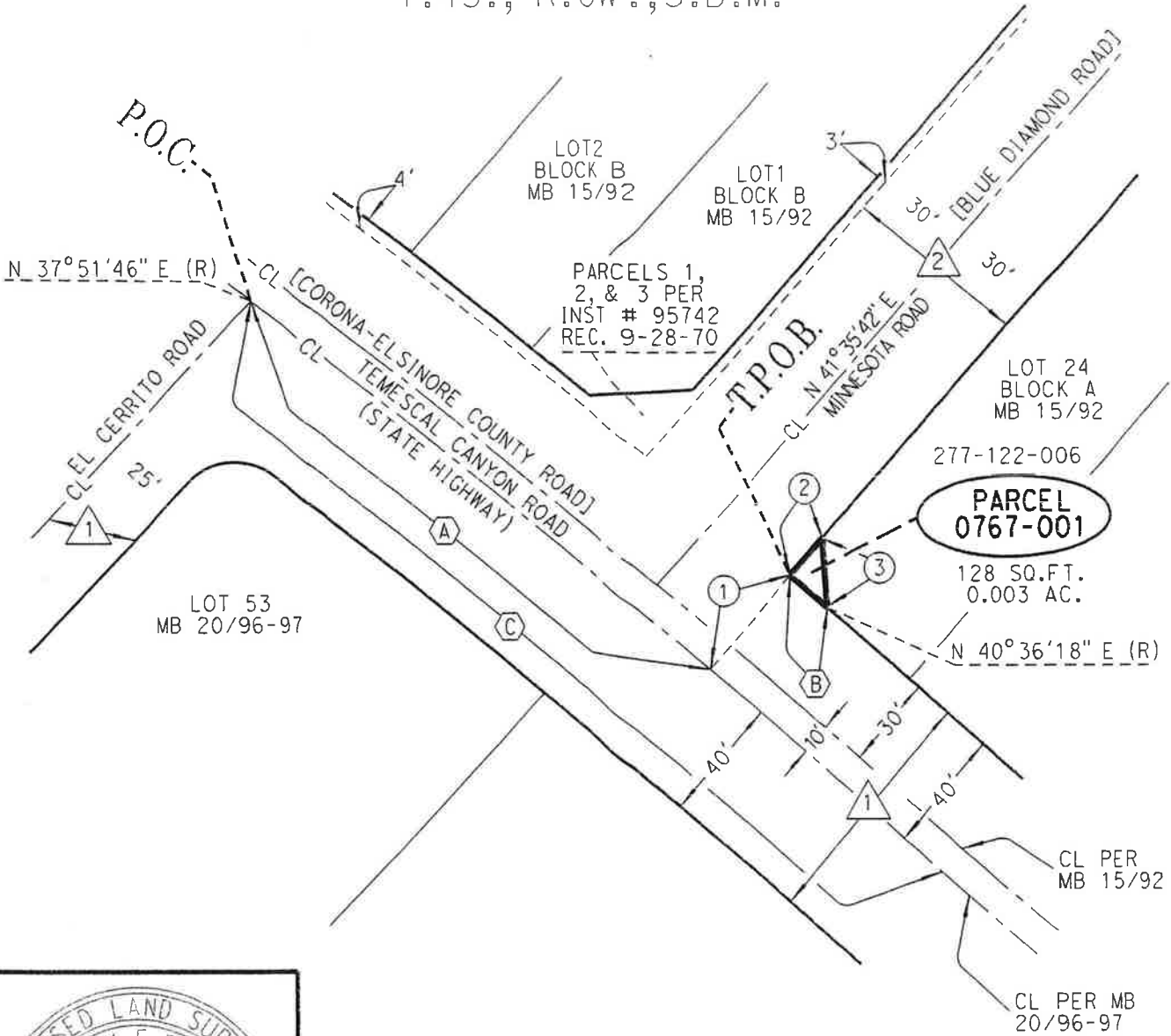
- ① R/W PER MB 20/96-97
- ② R/W PER MB 15/92
- () RECORD DATA PER MB 20/96-97
- [] RECORD DATA PER MB 15/92

LINE DATA

- ① N 40° 23' 35" E (R) 40.00'
- ② N 41° 35' 42" E 16.00'
- ③ S 03° 57' 12" E 22.41'

SECTION 8

T.4S., R.6W., S.B.M.

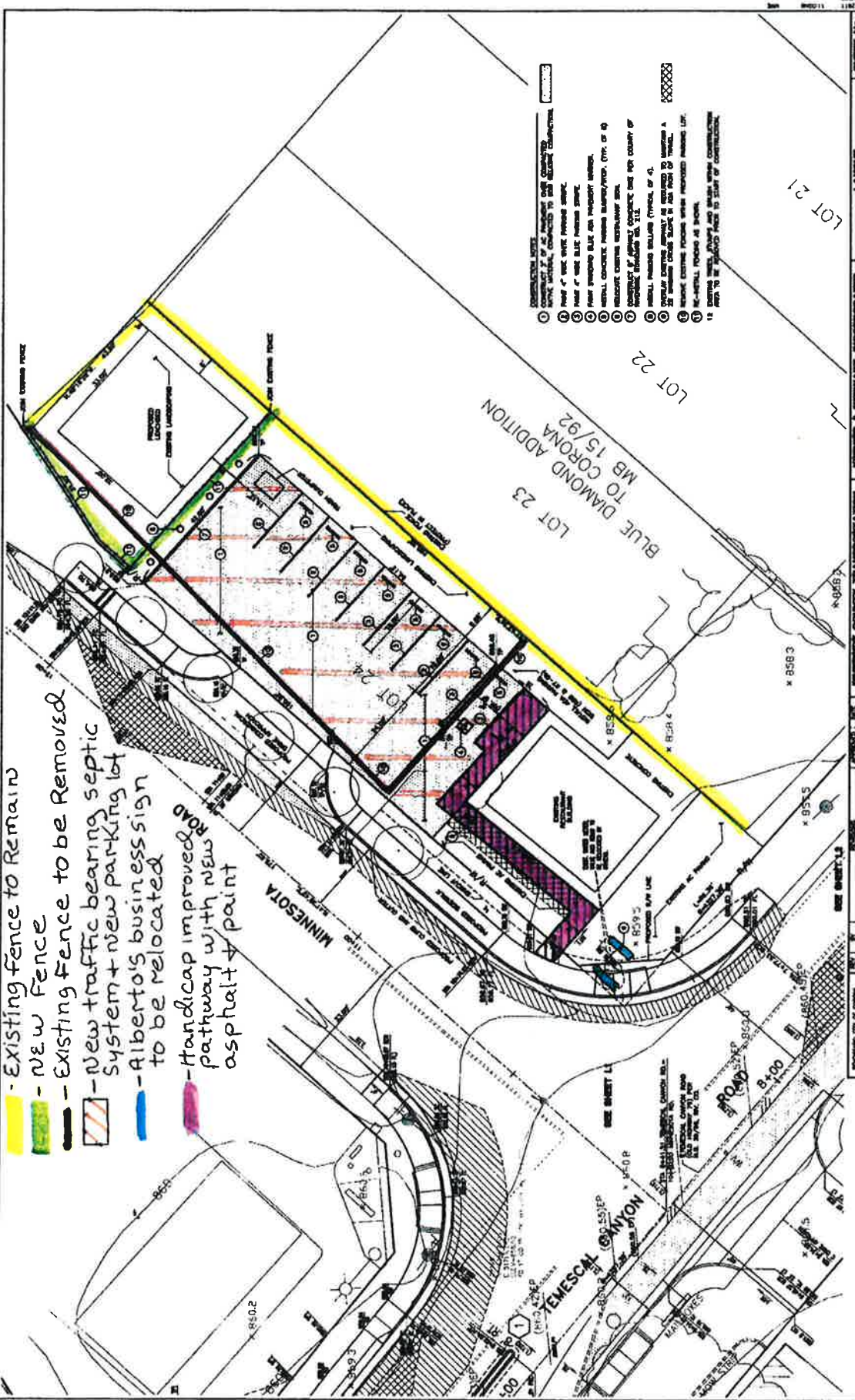


COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0767-001
PROJECT: TEMESCAL CYN / MINNESOTA	PREPARED BY: DGO
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 9/14/2011	DATE: SEPTEMBER 2011
	W.O. NO.: B7-0767
	SHEET 1 OF 1

Attachment 2

(Minor Plot Plan 24965)

- Existing fence to remain
- New fence
- Existing fence to be removed
- New traffic bearing septic system + new parking lot
- Alberto's business sign to be relocated
- Handicap improved pathway with new road asphalt + paint



- 1 CONTRACTOR TO REMOVE EXISTING CONCRETE DRIVEWAY
- 2 CONTRACTOR TO REMOVE EXISTING DRIVEWAY
- 3 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 4 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 5 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 6 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 7 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 8 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 9 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 10 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE
- 11 FLOOR FINISH TO BE 1/2" THICK POLISHED CONCRETE

PROJECT NO. **L3**
 SHEET NO. **400**
 LAYOUT **ONTARIO AVENUE**
TEMESCAL CANYON ROAD
ALBERTO'S RESTAURANT LOT RECONSTRUCTION
 PROJECT SHEET
 SCALE: 1" = 10'
 DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DESIGNED BY: _____
 APPROVED BY: _____
 ENGINEER & ARCHITECT
STEWART, INCORPORATED
 1234 5TH AVENUE
 MINNEAPOLIS, MN 55401
 TEL: (612) 338-1234
 FAX: (612) 338-5678
 PROJECT NO. **L3**
 SHEET NO. **400**

Attachment 3
(Easement Deed)

Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

CO:sl/121411/111TR/14.518

(Space above this line for Recorder's use)

PROJECT: El Cerrito / Temescal Canyon
Traffic Signal Project
PARCEL: 0767-001
APN: 277-122-006 (portion)

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

Gary Underwood, a married man as his sole and separate property

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

PROJECT: El Cerrito / Temescal Canyon
Traffic Signal Project
PARCEL: 0767-001
APN: 277-122-006 (portion)

Dated: _____

GRANTOR:

**Gary Underwood, a married man as
his sole and separate property**

Gary Underwood

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL 0767-001

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CONTAINING: 128 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy E. Rayburn*

DATE: 9/14/2011



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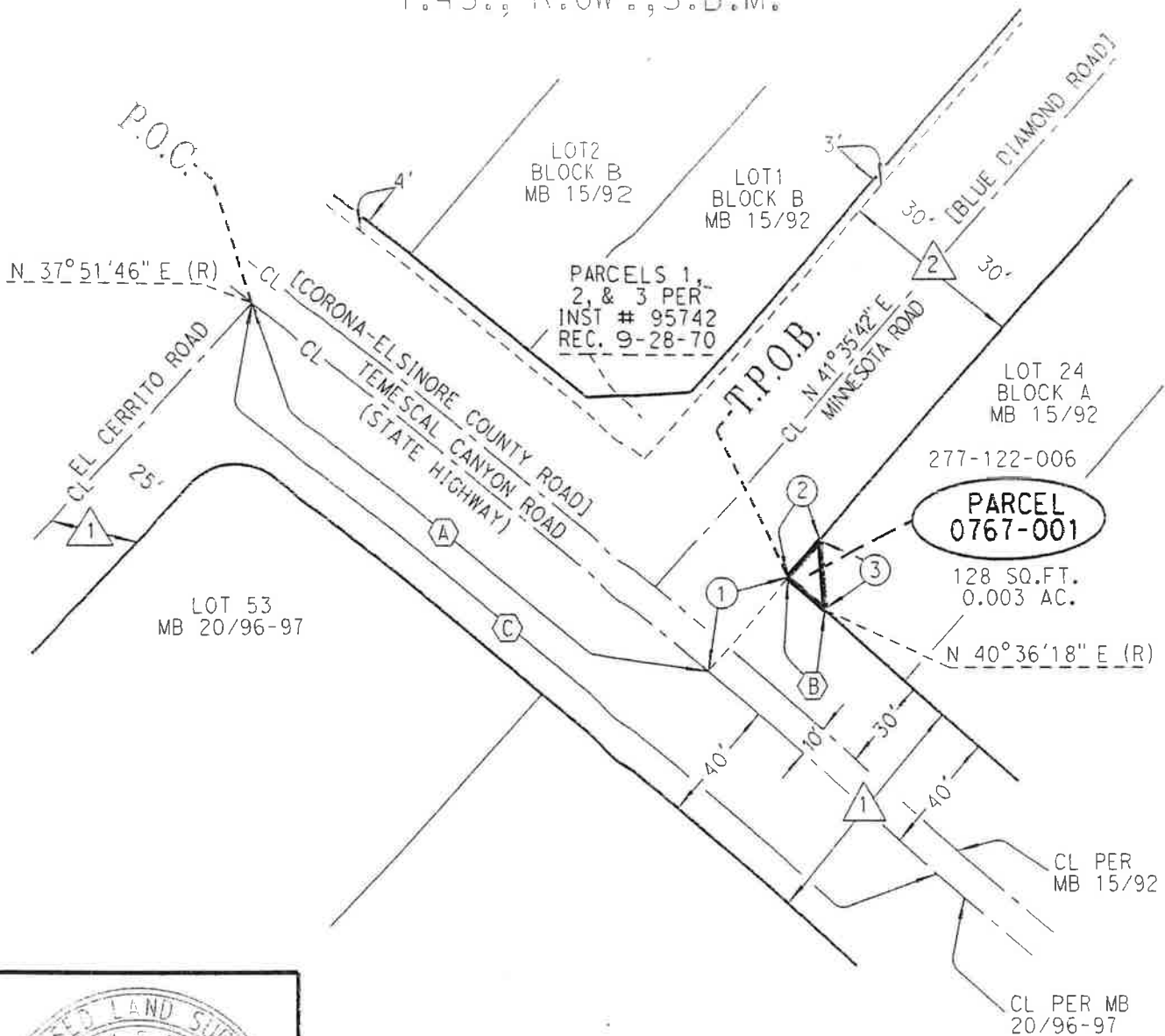
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- ② N 41° 35' 42" E 16.00'
- ③ S 03° 57' 12" E 22.41'

SECTION 8

T.4S., R.6W., S.B.M.



PARCEL 0767-001

128 SQ.FT.
0.003 AC.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: TEMESCAL CYN / MINNESOTA

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 9/14/2011

PAR. NO.: 0767-001

PREPARED BY: DGO

SCALE: N.T.S.

DATE: SEPTEMBER 2011

W.O. NO.: B7-0767

SHEET 1 OF 1

PROJECT: El Cerrito / Temescal Canyon
Traffic Signal Project
PARCEL: 0767-001
APN: 277-122-006 (portion)

PUBLIC ROAD AND UTILITY EASEMENT

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from **Gary Underwood, a married man as his sole and separate property**, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____
Juan C. Perez
Director of Transportation

COUNTY OF RIVERSIDE

By: _____
Deputy

1 GARY UNDERWOOD, a married man as his sole and separate property
2 (“Grantor”)

3
4 COUNTY OF RIVERSIDE, a political subdivision of the State of California
5 (“County”)

6 PROJECT: El Cerrito/Temescal Canyon Traffic
7 Signal Project

8 APN(S): 277-122-006 (portion)

9
10 **RIGHT OF ENTRY AGREEMENT**

11 This Right of Entry Agreement, (“ROE”), is made and entered into this _____
12 day of _____, 2012, (“Effective Date”) between GARY UNDERWOOD, a married
13 man as his sole and separate property (“Grantor”), and the COUNTY OF RIVERSIDE,
14 a political subdivision of the State of California, (“County”). Grantor and County are
15 sometimes collectively referred to as “Parties”.

16
17 **RECITALS**

18 WHEREAS, Grantor is the owner of certain real property located at 19582
19 Temescal Canyon Road, Corona, County of Riverside, State of California 92881
20 (Assessor’s Parcel Number 277-122-006), and legally described in Exhibit “A”,
21 attached hereto and by this reference incorporated herein (“Property”), and has the
22 right to grant to County permission to enter upon and use the Property; and

23 WHEREAS, Grantor leases the property to ALBERTO’S, as Tenant, for the
24 purpose of a restaurant; and

25 WHEREAS, Tenant has been notified and acknowledges without objection that
26 County has been granted the rights provided in this ROE; and

1 WHEREAS, County of Riverside Transportation Department is currently working
2 on a traffic signal and road improvement project ("Project") located at the intersection
3 of El Cerrito Road and Temescal Canyon Road in the Corona area; and

4 WHEREAS, the Project will affect the Property's existing parking spaces,
5 business sign, septic system, and grease interceptor; and

6 WHEREAS, County desires to obtain Grantor's permission and Grantor desires
7 to grant the right to enter upon and use the Property, on a temporary basis, to perform
8 necessary work described herein, in furtherance of the Project; and

9 WHEREAS, the County has obtained Minor Plot Plan 24965 on the Property to
10 relocate existing parking lot, business sign, septic system, and grease interceptor to
11 other portions of the Property as shown on Exhibit "B", attached hereto and by this
12 reference incorporated herein; and

13 NOW, THEREFORE, Grantor and County do hereby agree as follows:
14

15 **AGREEMENT**

16 1. All the above recitals are true and correct and by this reference are incorporated
17 herein.

18 2. Right of Entry: Grantor shall grant to County and its agents, employees and
19 contractors the temporary right to enter onto the Property for the purpose of relocating
20 business sign, constructing new parking lot, constructing new septic system, and
21 grease interceptor in furtherance of the Project as described in that certain ROW
22 Acquisition Agreement entered into between the Parties concurrently herewith.

23 3. Terms: A thirty day written notice shall be given to Grantor and Tenant prior to
24 using the rights herein granted. The rights herein granted may be exercised for six
25 months from the thirty day written notice. The term may be extended in writing and
26 executed by the Parties. Grantor shall grant any rights inconsistent with the reasonable
27 exercise by County of its rights under this ROE.
28

1 4. Liens: County shall not permit to be placed against the Property, or any part
2 thereof, any design professionals', mechanics', materialman's contractors' or
3 subcontractors' liens with the regard to County's actions upon the Property.

4 5. Indemnification: Grantor shall be held harmless from all claims of third persons
5 arising from the use by County of the Property;

6 6. Compliance with Laws: County shall, in all activities undertaken pursuant to this
7 ROE, comply and cause its contractors, agents, and employees to comply with all
8 federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans,
9 policies and decrees. Without limiting the generality of the foregoing, County, at its
10 sole cost and expense, shall obtain any and all permits which may be required by any
11 law, regulation or ordinance for any activities County desires to conduct or have
12 conducted pursuant to this ROE.

13 7. Entire Agreement: This ROE is the result of negotiations between the Parties
14 hereto. The Parties further declare and represent that no inducement, promise or
15 agreement not herein expressed has been made to them and this ROE contains the
16 entire agreement of the Parties, and that the terms of this ROE are contractual and not
17 a mere recital. Any ambiguity in the ROE or any of its provisions shall not be
18 interpreted against the party drafting the ROE.

19 8. Warranty of Authority: The undersigned represents that it has the authority to,
20 and does, bind the person or entity on whose behalf and for whom it is signing this
21 ROE and the attendant documents provided for herein, and this ROE and said
22 additional documents are, accordingly, binding on said person or entity.

23 9. Choice of Law: This ROE will be governed and construed by the laws of the
24 State of California.

25 10. Venue: Any action at law or in equity brought by either of the Parties hereto for
26 the purpose of enforcing a right or rights provided for by this ROE shall be tried in a
27 court of competent jurisdiction in the County of Riverside, State of California, and the
28

1 Parties hereby waive all provisions of law providing for a change of venue in such
2 proceedings to any other county.

3 11. Modification: The ROE shall not be changed, modified, or amended except
4 upon the written consent of the Parties hereto.

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(SIGNATURES ON NEXT PAGE)

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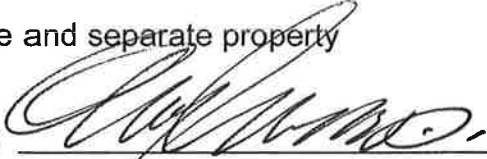
28

1 IN WITNESS WHEREOF, the Parties hereto have executed this ROE on the
2 date as indicated below each Party's signature.

3
4 Date: 8 MAY / 12

5 **GRANTOR:**

6 GARY UNDERWOOD, a married man as his
7 sole and separate property

8
9 By: 
10 Gary Underwood

11 **ACKNOWLEDGEMENT
12 WITHOUT OBJECTION BY:
13 TENANT:**

14 ALBERTO'S

15 By: sergio botivero
16 Name: _____
17 Title: TENANT

18 **COUNTY OF RIVERSIDE:**

19 **ATTEST:**
20 Kecia Harper-Ihem
21 Clerk of the Board

22 By: _____
23 John Tavaglione, Chairman
24 Board of Supervisors

25 By: _____
26 Deputy

27 **APPROVED AS TO FORM:**
28 PAMELA J. WALLS
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

SV:ra/011812/311TR/14.492 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.492.doc

EXHIBIT "A"

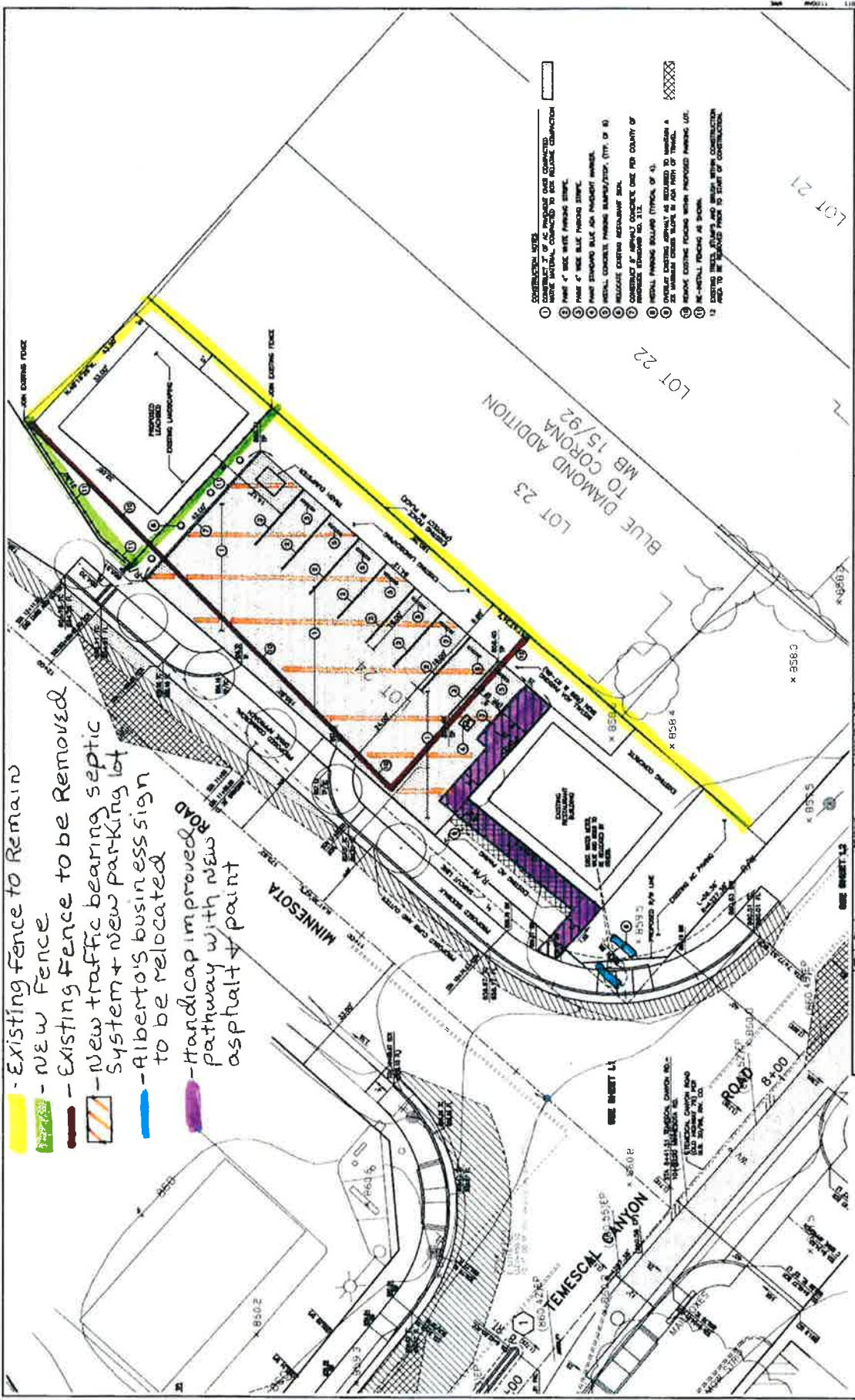
All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot 24 in Block "A" of Blue Diamond Addition to Corona, in the County Riverside, State of California, as shown by map on file in Book 15, Page 92, of Maps, Records of Riverside County, California.

Assessor's Parcel Number: **277-122-006**

EXHIBIT "B"

- Existing Fence to Remain
- New Fence
- Existing Fence to be Removed
- New traffic bearing septic system + new parking lot
- Alberto's business sign to be relocated
- Handicap improved pathway with new asphalt + paint



- 1 CONSTRUCTION UTILITY TRENCHES USE COMPACTED SAND FILLING, CONCRETE TO BE ADJACENT CONNECTION
- 2 4" WIDE WHITE FENCING STRIP
- 3 4" WIDE BLUE FENCING STRIP
- 4 4" WIDE BLUE FENCING STRIP
- 5 4" WIDE BLUE FENCING STRIP
- 6 4" WIDE BLUE FENCING STRIP
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- 50 4" WIDE BLUE FENCING STRIP

		L3 SHEET NO.
PROJECT: TEMESCAL CANYON ROAD IMPROVEMENT PROJECT DRAWN BY: [Name] CHECKED BY: [Name]		LAYOUT: ONTARIO AVENUE TEMESCAL CANYON ROAD IMPROVEMENT PROJECT ALBERTO'S BUSINESS SIGN - CONSTRUCTION PLAN SHEET
DATE: [Date] PROJECT NUMBER: [Number]		SHEET 4 of 6
PROJECT MANAGER: [Name]		PROJECT NO.: 87-0787