

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

631



SUBMITTAL DATE:
February 28, 2013

FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBJECT: Right of Way Acquisition Agreements and Permit to Enter and Construct Agreements for the
Ellis Avenue Sidewalk Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreements and Permit to Enter and Construct Agreements, all within a portion of Assessor's Parcel Numbers 342-020-039, 343-130-003 and 342-020-038;
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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 15,800	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: Gas Tax-100%	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. Seigler
Jennifer L. Seigler

UNAPPROVED COUNTY COUNSEL DATE 1/24/13
 DEPARTMENTAL CONCURRENCE PATRICIA MUNROE
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY Samuel Angulo 2/27/13
 SAMUEL WONG

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

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 1/5

Agenda Number:

3-22

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete these transactions; and
4. Authorize and allocate the sum of \$3,450 to acquire a portion of Assessor's Parcel Number 343-130-003 and \$2,500 to acquire a portion of Assessor's Parcel Number 342-020-038 as well as \$9,850 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department (RCTD) is proposing to construct a sidewalk project on the south side of Ellis Avenue, between Cowie Avenue and Marshall Street near the Good Hope Elementary School in the Good Hope area (Project). Installation of the proposed sidewalks will reduce the potential for vehicle and pedestrian conflicts, thus improving public safety in the area.

The Notice of Exemption was filed and posted on December 5, 2011. Staff conducted a review of the Project and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Sections 15301 and 15061(b)(3).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the partial acquisition of a portion of the property with the following owners who will each execute an Easement Deed in favor of the County of Riverside:

Assessor's Parcel No.	Owner	Purchase Price (Easement Interest)	Associated Costs	Subtotal
342-020-039 (por)	Eastern Municipal Water District	\$0*	\$900**	\$900
343-130-003 (por)	Rogelio and Rosa Sesmas	\$3,450	\$4,475***	\$7,925
342-020-038 (por)	Alfredo Lopez	\$2,500	\$4,475***	\$6,975
Totals		\$5,950	\$9,850	\$15,800

*No cost; owner dedicated right-of-way

**Preliminary Title Report and Staff Time.

***Preliminary Title Report, County Appraisal, Title/Escrow Fees, and Staff Time

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarized the funding necessary for the acquisition and temporary access for portions of Assessor's Parcel Numbers: 342-020-039, 343-130-003 and 342-020-038:

Acquisition and Temporary Access	\$ 5,950
Estimated Title and Escrow charges:	\$ 2,300
Preliminary Title Report	\$ 1,200
County Appraisal:	\$ 2,350
EDA/FM Real Property Staff Time:	\$ 4,000
Total Estimated Acquisition Costs:	\$15,800

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) and has been or will be 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 additional net county cost will be incurred as a result of the transaction.

Attachments:

Right of Way Acquisition Agreements
Permit to Enter and Construct Agreements

1 PROJECT: ELLIS AVENUE SIDEWALK PROJECT

2 APN: 342-020-039 (PORTION)

3
4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 ("County"), and EASTERN MUNICIPAL WATER DISTRICT, a municipal water district
8 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

9 **RECITALS**

10 WHEREAS, Grantor owns that certain real property located at 22051 Ellis
11 Avenue in the Good Hope Area, County of Riverside, State of California, as referenced
12 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
13 The real property consisting of 2.48 acres of vacant land and is also known as
14 Assessor's Parcel Number: 342-020-039 ("Property"); and

15 WHEREAS, Grantor desires to sell to the County and the County desires to
16 purchase a portion of the easement interest in the Property ("ROW"), for the purpose of
17 constructing the Ellis Avenue Sidewalk Project ("Project") as follows: an Easement
18 Deed in favor of County for road purposes described on Attachment "2" attached
19 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
20 and

21 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
22 Permit to Enter and Construct to grant County the right to temporarily use portions of
23 the Property, as described therein, for the construction of the Project;

24 WHEREAS, the Effective Date is the date on which this Agreement is approved
25 and fully executed by County and Grantor as listed on the signature page of this
26 Agreement;

27 NOW, THEREFORE, in consideration of the payment and other obligations set
28 forth below, Grantor and County mutually agree as follows:

1
2 **ARTICLE 1. AGREEMENT**

3 1. Recitals. All the above recitals are true and correct and by this reference
4 are incorporated herein.

5 2. Consideration. As consideration for the acquisition of the ROW, the
6 County shall construct the sidewalk adjacent to Assessor's Parcel Number 342-020-
7 039 in exchange for Grantor's conveyance of the Right-of-Way Property described
8 herein, under the terms and conditions set forth in this Agreement.

9 3. County Responsibilities.

10 A. On or before the date that Escrow is to close ("Close of Escrow"):

11 i. Closing Costs. County will deposit to Escrow Holder
12 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
13 transaction, and if title insurance is desired by County, the premium charged therefore.
14 Said escrow and recording charges shall not include documentary transfer tax as
15 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
16 Taxation Code section 11922.

17 ii. County will deposit all other such documents consistent with
18 this Agreement as are reasonably required by Escrow Holder or otherwise to close
19 Escrow.

20 B. County will authorize the Escrow Holder to close Escrow, in
21 accordance with the provisions herein, to Grantor conditioned only upon the
22 satisfaction by County.

23 i. The deposit of the following documents into Escrow for
24 recordation in the Official Records of the County Recorder of Riverside County
25 ("Official Records") upon Close of Escrow:

26 a. The easement deed executed, acknowledged and
27 delivered to Tracy Kaiser, Development Specialist for the County or to Escrow Holder,
28

1 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting
2 the portion of the Property.

3 C. County shall, at its own cost and expense, complete the work
4 identified as Items 1 and 2 as shown on Attachment "4" and described on Attachment
5 "5," both attached hereto and made a part hereof.

6 4. Grantor Responsibilities.

7 A. Execute and acknowledge an Easement Deed in favor of the
8 County for road purposes dated 11/27/2012 and deliver deed to Tracy Kaiser,
9 Development Specialist for the County or to Escrow Holder.

10 B. Grantor shall indemnify, defend, protect, and hold the County of
11 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
12 Supervisors, elected and appointed officials, employees, agents, representatives,
13 successors, and assigns free and harmless from and against any and all claims,
14 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
15 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
16 indirectly, by either (a) the presence in, within, under, or about the parcel for the
17 presence of hazardous materials, toxic substances, or hazardous substances as a
18 result of Grantor's use, storage, or generation of such materials or substances or (b)
19 Grantor's failure to comply with any federal, state, or local laws relating to such
20 materials or substances. For the purpose of this Agreement, such materials or
21 substances shall include without limitation hazardous substances, hazardous
22 materials, or toxic substances as defined in the Comprehensive Environmental
23 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
24 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
25 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
26 (1988); and those substances defined as hazardous wastes in section 25117 of the
27 California Health and Safety Code or hazardous substances in section 25316 of the

28

1 California Health; and in the regulations adopted in publications promulgated pursuant
2 to said laws.

3 C. Grantor shall be obligated hereunder to include without limitation,
4 and whether foreseeable or unforeseeable, all costs of any required or necessitated
5 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
6 and implementation of any closure, remedial action, or other required plans in
7 connection therewith, and such obligation shall continue under the parcel has been
8 rendered in compliance with applicable federal, state, and local laws, statutes,
9 ordinances, regulations, and rules.

10
11 **Article II. MISCELLANEOUS**

12 1. It is mutually understood and agreed by and between the Parties hereto
13 that the right of possession and use of the subject property by County, including the
14 right to remove and dispose of improvements, shall commence upon the execution of
15 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
16 payment for such possession and use.

17 2. This Agreement embodies all of the considerations agreed upon between
18 the County and Grantor. This Agreement was obtained without coercion, promises
19 other than those provided herein, or threats of any kind whatsoever by or to either
20 party.

21 3. The performance of this Agreement constitutes the entire consideration
22 for the acquisition of the Property and shall relieve the County of all further obligations
23 or claims pertaining to the acquisition of the Property or pertaining to the location,
24 grade or construction of the proposed public improvement.

25 4. This Agreement is made solely for the benefit of the Parties to this
26 Agreement and their respective successors and assigns, and no other person or entity
27 may have or acquired any right by virtue of this Agreement.

1 5. This Agreement shall not be changed, modified, or amended except upon
2 the written consent of the Parties hereto.

3 6. This Agreement is the result of negotiations between the Parties and is
4 intended by the Parties to be a final expression of their understanding with respect to
5 the matters herein contained. This Agreement supersedes any and all other prior
6 agreements and understandings, oral or written, in connection therewith. No provision
7 contained herein shall be construed against the County solely because it prepared this
8 Agreement in its executed form.

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

14 8. Grantor and its assigns and successors in interest shall be bound by all
15 the terms and conditions contained in this Agreement, and all the Parties thereto shall
16 be jointly and severally liable thereunder.

17
18
19 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
20
21
22
23
24
25
26
27
28

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

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: 12/3/2012

7 GRANTOR:
8 EASTERN MUNICIPAL WATER
9 DISTRICT, a municipal water district

10 By:  _____

11 Its: Engineering Services Director

12
13
14 COUNTY OF RIVERSIDE

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____

19 John J. Benoit, Chairman
20 Board of Supervisors

21 By: _____
22 Deputy

23 APPROVED AS TO FORM:
24 Pamela J. Walls
25 County Counsel

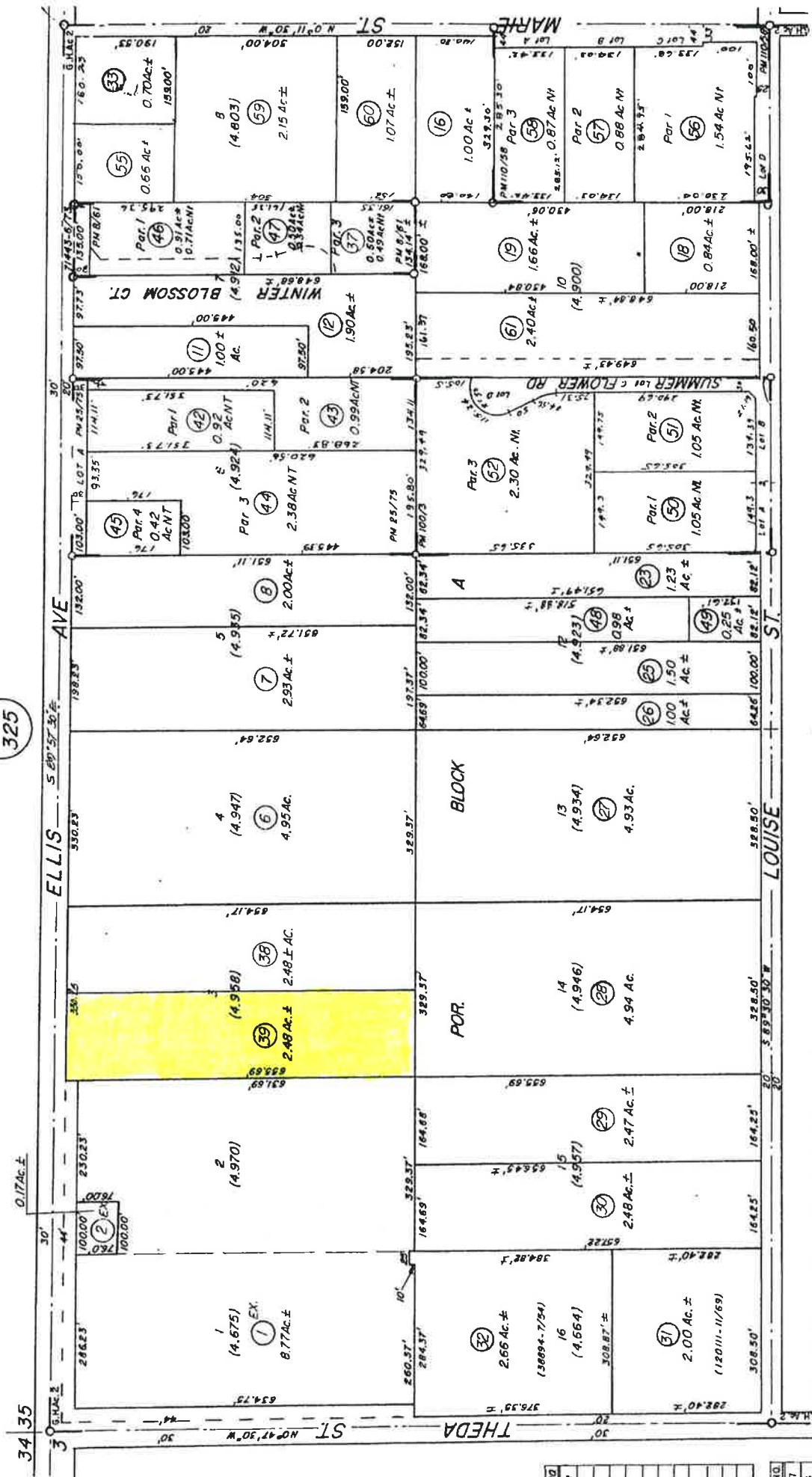
26 By:  _____
27 Patricia Munroe
28 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

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

N1/2 NW 1/4, SEC. 2, T.5S., R.4W.

BK. 325



M/B-12/4-6 GOOD HOPE ACRES, ADDITION NO. 2

P.M. 25/75 Parcel Map No. 7376

P.M. 8/61 " " " 5011

P.M. 100/3 " " " 15704

P.M. 110/58 " " " 18454

JUL. 1971

ASSESSOR'S MAP BK 342
RIVERSIDE COUNTY, CALIF
WC

NEW NO.	NEW NO.
56-58	36-37
59	37-35
60	42-44
61	46-47
	1
	2
	48-49
	50-52
	53-55

NEW NO.	NEW NO.
36-37	36-37
37-35	37-35
42-44	42-44
46-47	46-47
1	1
2	2
48-49	48-49
50-52	50-52
53-55	53-55

ATTACHMENT "2"
Legal Description and Plat Map

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

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 3 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF ELLIS AVENUE, (20.00 FOOT SOUTHERLY HALF WIDTH) AS SHOWN ON SAID MAP;

THENCE SOUTH 89°52'00" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 165.57 TO A POINT ON THE EAST LINE OF THAT PORTION OF SAID LOT 3 CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED RECORDED MAY 5, 2005, AS DOC # 2005-0356624, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 00°22'30" EAST ALONG SAID EAST LINE, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL TO AND 24.00 FEET SOUTH OF SAID RIGHT-OF-WAY LINE;

THENCE LEAVING SAID EAST LINE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 165.54 FEET TO THE WEST LINE OF SAID LOT 3;

THENCE NORTH 00°27'00" WEST, ALONG SAID WEST LINE, A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,973 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

Brian D. Fox 8/7/12

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <i>[Signature]</i>
DATE: <i>8-14-12</i>

Page 1 of 2



EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 2, S.B.M.



SCALE IN FEET
1" = 100'

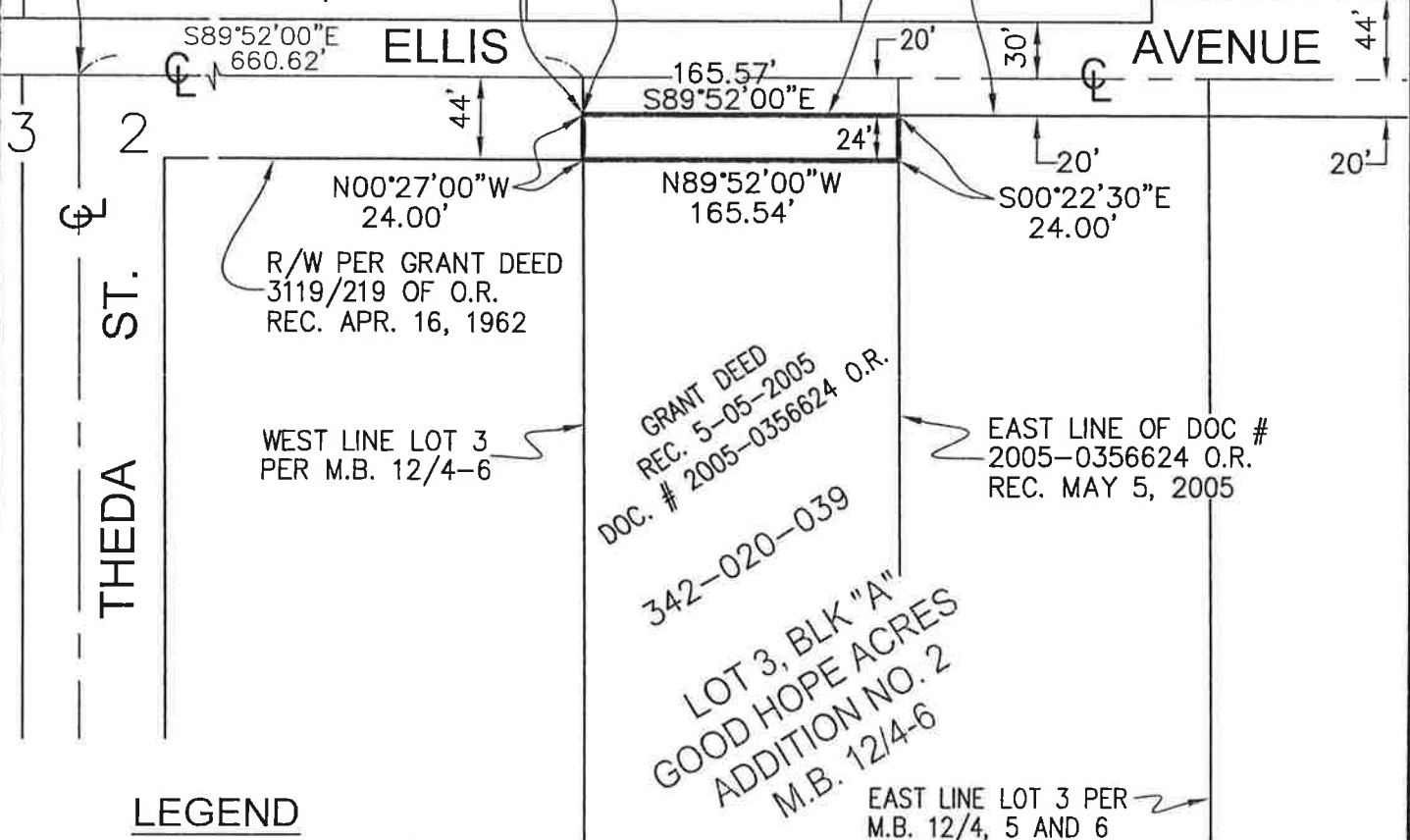
N.W. COR. SEC. 2
T5S, R4W, S.B.M.

NORTHWEST CORNER
LOT 3 IN BLK "A" OF
GOOD HOPE ACRES
ADDITION NO. 2 PER
M.B. 12/4-6

EXISTING R/W PER M.B. 12/4-6
R/W ACCEPTED BY BOARD RESOLUTION
DATED 2/24/1948 IN SUPERVISORS
MINUTES BOOK 48, PAGE 239

P.O.B.

EXIST. R/W PER
PM 166/46



LEGEND

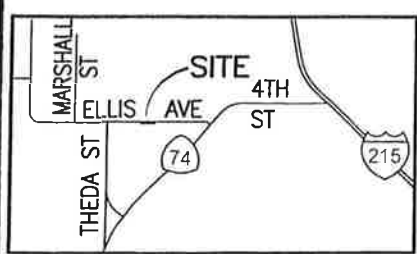
- PARCEL LINES
- RIGHT-OF-WAY
- DEDICATION

GRANT DEED
REC. 5-05-2005
DOC. # 2005-0356624 O.R.
342-020-039

LOT 3, BLK "A"
GOOD HOPE ACRES
ADDITION NO. 2
M.B. 12/4-6

EAST LINE OF DOC #
2005-0356624 O.R.
REC. MAY 5, 2005

EAST LINE LOT 3 PER
M.B. 12/4, 5 AND 6



VICINITY MAP
NTS



8/7/12

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 8-14-12

PREPARED BY:

CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg
SHEET 1 OF 1 SHEETS

ATTACHMENT "3"
Deed Form

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

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)

TK:ra/102312/421ED/15.210

(Space above this line for Recorder's use)

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-039 (portion)

EASEMENT DEED

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

EASTERN MUNICIPAL WATER DISTRICT, a Municipal Water District

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: Ellis Avenue Sidewalk Project
APN: 342-020-039 (portion)

Dated: _____

GRANTOR:

**EASTERN MUNICIPAL WATER
DISTRICT, a municipal water district**

By: _____

Its: _____

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]

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-039 (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 EASTERN MUNICIPAL WATER DISTRICT, a Municipal Water District, 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: _____

COUNTY OF RIVERSIDE

By: _____, Deputy
Juan C. Perez
Director of Transportation

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 3 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF ELLIS AVENUE, (20.00 FOOT SOUTHERLY HALF WIDTH) AS SHOWN ON SAID MAP;

THENCE SOUTH 89°52'00" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 165.57 TO A POINT ON THE EAST LINE OF THAT PORTION OF SAID LOT 3 CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED RECORDED MAY 5, 2005, AS DOC # 2005-0356624, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 00°22'30" EAST ALONG SAID EAST LINE, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL TO AND 24.00 FEET SOUTH OF SAID RIGHT-OF-WAY LINE;

THENCE LEAVING SAID EAST LINE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 165.54 FEET TO THE WEST LINE OF SAID LOT 3;

THENCE NORTH 00°27'00" WEST, ALONG SAID WEST LINE, A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,973 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

Brian D. Fox 8/7/12

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <i>[Signature]</i>
DATE: <i>8-14-12</i>

Page 1 of 2



EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 2, S.B.M.



SCALE IN FEET
1" = 100'

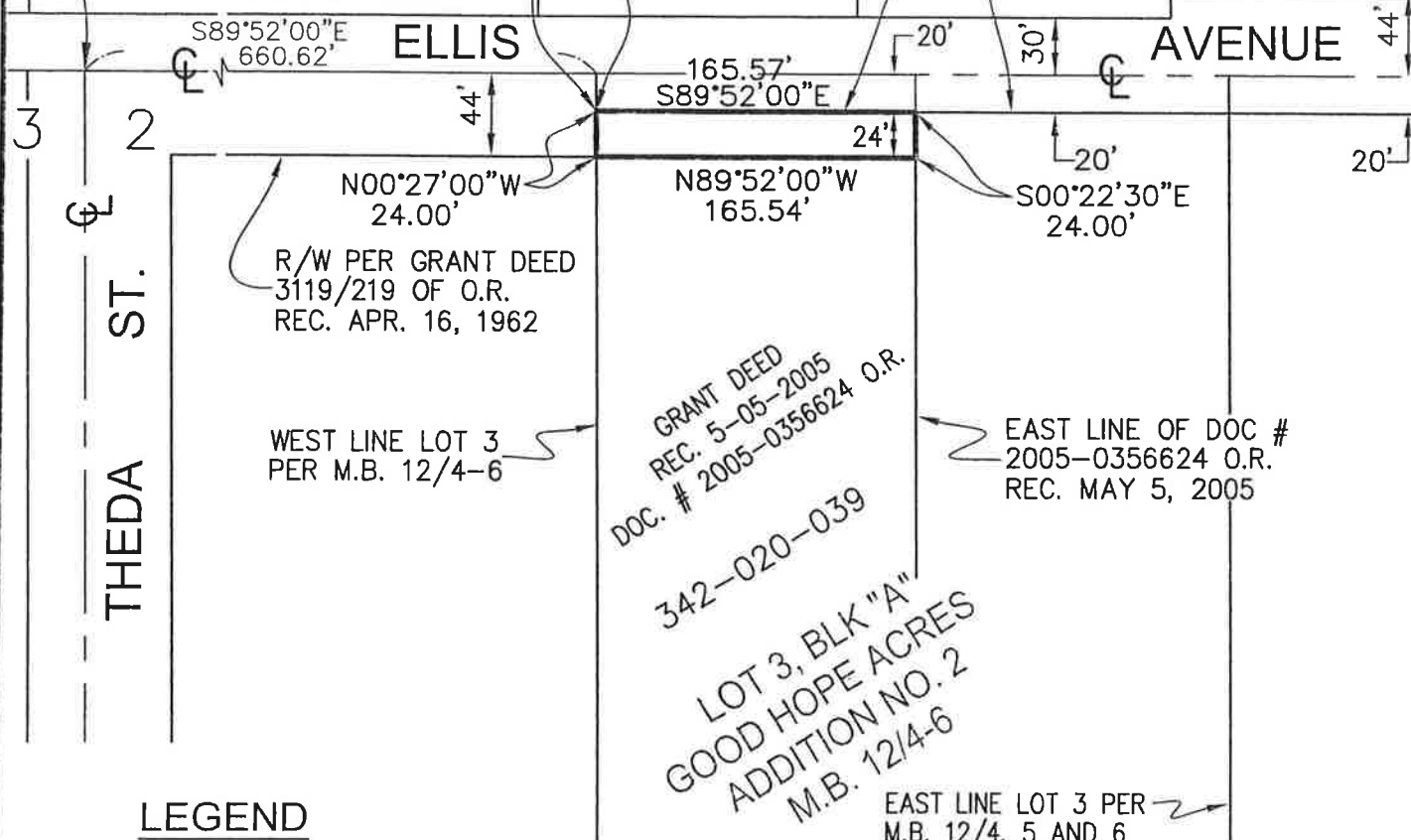
N.W. COR. SEC. 2
T5S, R4W, S.B.M.

NORTHWEST CORNER
LOT 3 IN BLK "A" OF
GOOD HOPE ACRES
ADDITION NO. 2 PER
M.B. 12/4-6

EXISTING R/W PER M.B. 12/4-6
R/W ACCEPTED BY BOARD RESOLUTION
DATED 2/24/1948 IN SUPERVISORS
MINUTES BOOK 48, PAGE 239

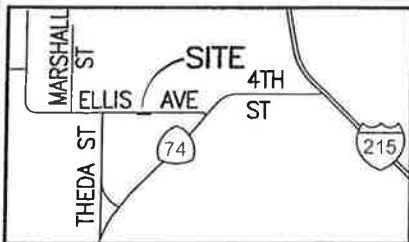
P.O.B.

EXIST. R/W PER
PM 166/46



LEGEND

- PARCEL LINES
- RIGHT-OF-WAY DEDICATION



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: 8-14-12

PREPARED BY:



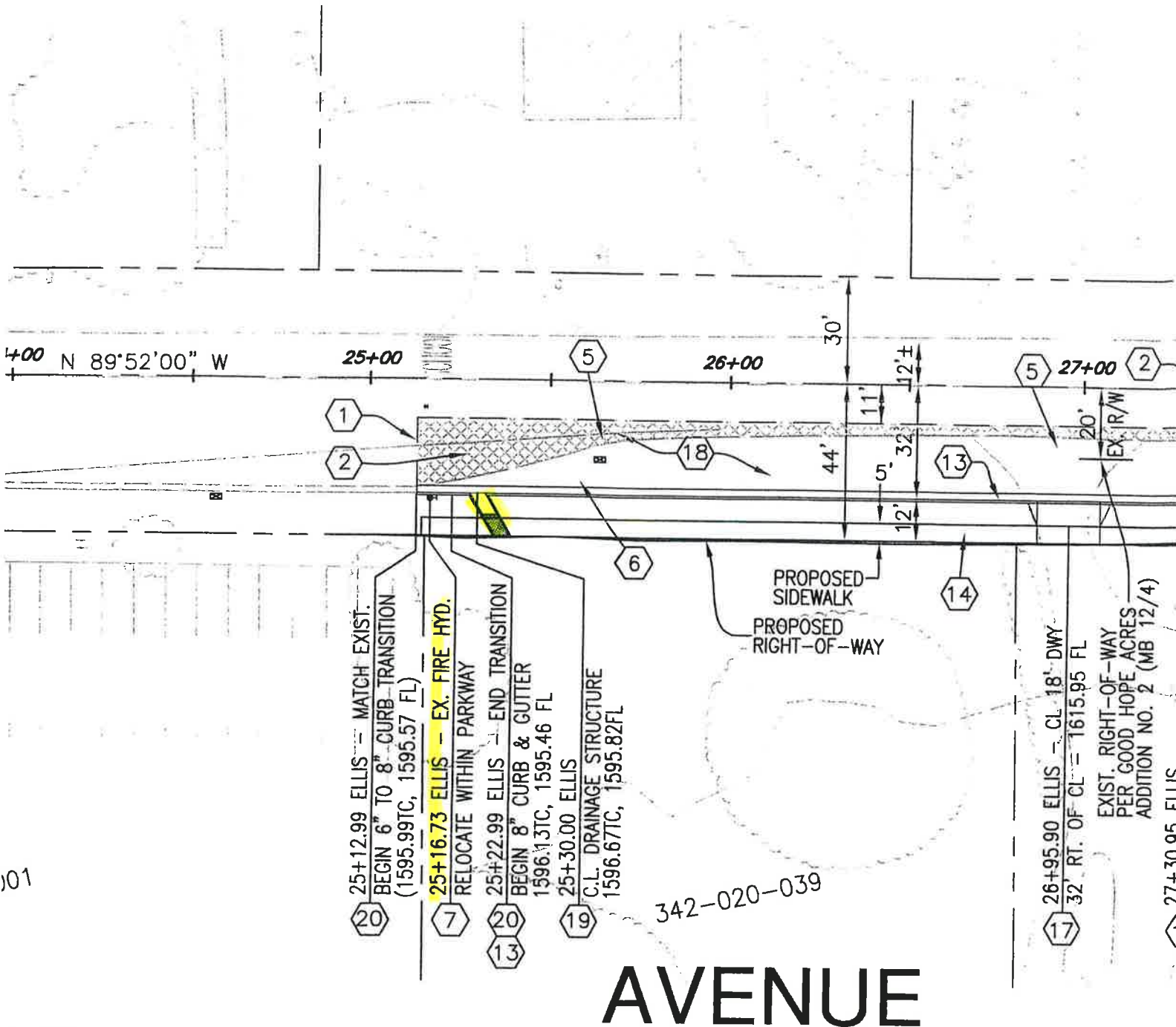
CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg

SHEET 1 OF 1 SHEETS

ATTACHMENT "4"
Construction Plans

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

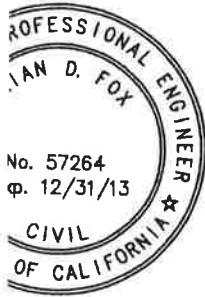


101

AVENUE

Professional Engineer

Engineering Company



CIVIL / STRUCTURAL ENGINEERS
 MUNICIPAL CONSULTANTS / PLANNERS
 SURVEYORS / GPS
 151 South Girard Street • Hemet, Ca 92544
 TEL (951) 652-4454 • FAX (951) 766-8942
 E-MAIL kbcozad@kbcozad.com

Benchmark: SEE

Prepared Under The Supervision Of:

BRAIN D. FOX, P.E.; R.C.E. NO. 57264 EXP.: 12/31/13

DATE

ELEVATION = 141:

SCALE:
 HORIZ: 1" = 40'

1 ATTACHMENT "5"

2 Scope of Work

3
4 The County shall complete the following items described below and depicted on
5 Attachment "4" at County's sole cost:

6

Item	Description of Work
1.	Relocate fire hydrant at Station 25+16.73.
2.	Construct flat outlet drainage structure at Station 25+30.

7
8
9

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

1 EASTERN MUNICIPAL WATER DISTRICT, a municipal water district
2 (“Grantor”)

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

6 PROJECT: Ellis Avenue Sidewalk Project

7 APN: 342-020-039 (portion)

8
9 **PERMIT TO ENTER AND CONSTRUCT**

10
11 This Permit to Enter and Construct (“Permit”) is made and entered into this
12 3rd day of December, 2012, (“Effective Date”) between EASTERN
13 MUNICIPAL WATER DISTRICT, a municipal water district, (“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 known as 22051 Ellis
19 Avenue in the Good Hope area, County of Riverside, State of California, (Assessor’s
20 Parcel Number 342-020-039), as referenced on the Plat Map as Exhibit “A,” attached
21 hereto and incorporated herein by reference, (“Property”), and has the right to grant to
22 County permission to enter upon and use the Property; and

23 WHEREAS, County of Riverside Economic Development Agency and
24 Transportation Department are currently working on a sidewalk project located on Ellis
25 Avenue, between Cowie Avenue and Marshall Street in the Good Hope area (“Project”);
26 and;

27 WHEREAS, County desires to obtain Grantor’s permission and Grantor desires
28 to grant the right to enter upon and use the 15-foot portion of the Property, on a

1 temporary basis as highlighted on Exhibit "B", attached hereto and incorporated herein
2 by this reference, for all purposes necessary to facilitate and accomplish the
3 construction of the Project; and

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

5
6 **AGREEMENT**

7 1. All of the recitals are true and correct and by this reference are incorporated
8 herein.

9 2. Grantor hereby grants to County and its agents, employees and contractors,
10 permission and the temporary right to enter onto the 15-foot portion of the Property as
11 highlighted on Exhibit "B," for all purposes necessary to facilitate and accomplish the
12 construction of the Project.

13 3. This permission is granted in consideration of the benefits which may accrue
14 to the Property.

15 4. A thirty (30) day written notice shall be given to Grantor prior to using the
16 rights herein granted. The rights herein granted may be exercised for six (6) months
17 from the thirty (30) day written notice, or until completion of said Project, whichever
18 occurs later.

19 5. Prior to any entry upon the Property for any of the purposes herein above set
20 forth, County shall notify the authorities in charge named below by written notice at
21 least thirty (30) days prior to commencement of work.

22 Name: EMWD
23 Address: P.O. Box 8300
24 Perris, CA 92572
25 Phone: 951-928-3777

26 6. County shall not permit to be placed against the Property, or any part thereof,
27 any design professionals', mechanics', materialman's contractors' or subcontractors'
28 liens with the regard to County's actions upon the Property.

1 7. Grantor shall be held harmless from all claims of third persons arising from
2 the use by County of the Property.

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

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

16 10. The undersigned represents that it has the authority to, and does, bind the
17 person or entity on whose behalf and for whom it is signing this Permit and the
18 attendant documents provided for herein, and this Permit and said additional
19 documents are, accordingly, binding on said person or entity.

20 11. This Permit will be governed and construed by the laws of the State of
21 California.

22 12. Any action at law or in equity brought by either of the Parties hereto for the
23 purpose of enforcing a right or rights provided for by this Permit shall be tried in a court
24 of competent jurisdiction in the County of Riverside, State of California, and the Parties
25 hereby waive all provisions of law providing for a change of venue in such proceedings
26 to any other county.

27 13. The Permit shall not be changed, modified, or amended except upon the
28 written consent of the Parties hereto.

1 IN WITNESS WHEREOF, the Parties hereto have executed this Permit to Enter
2 and Construct on the date first above written.

3 Date: 12/3/2012

4 GRANTOR:

5 EASTERN MUNICIPAL WATER
6 DISTRICT, a municipal water district

7 By: 
8

9 Its: Engineering Services Director

10 COUNTY OF RIVERSIDE

11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____

15 John J. Benoit, Chairman
16 Board of Supervisors

17 By: _____
18 Deputy

19 APPROVED AS TO FORM:
20 Pamela J. Walls
21 County Counsel

22 By: 
23 _____
24 Patricia Munroe
25 Deputy County Counsel

26
27 TK:ra/110712/421ED/15.454 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.454.doc
28

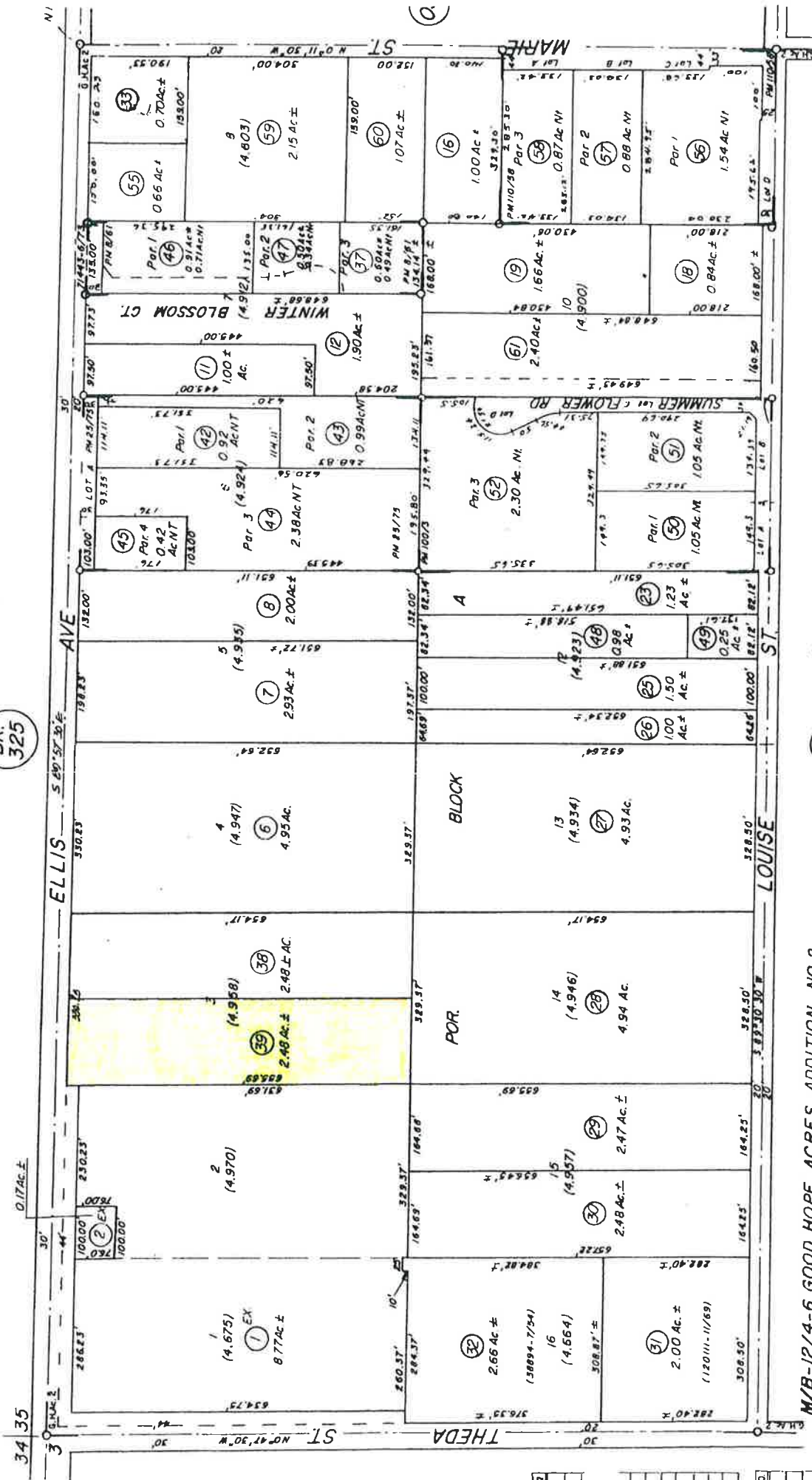
EXHIBIT "A"
ASSESSOR'S PLAT MAP

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

T.R.A. 8714

N1/2 NW 1/4, SEC. 2, T.5S., R.4W.

BK. 325



M/B-12/4-6 GOOD HOPE ACRES, ADDITION NO. 2

P.M. 25/75 Parcel Map No. 7376

P.M. 8/61 " " " 5011

P.M. 100/3 " " " 15704

P.M. 110/58 " " " 18454

JUL. 1971

EXHIBIT "B"
CONSTRUCTION PLANS

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

4+00 N 89°52'00" W

25+00

26+00

27+00

1
2

5

18

13

5

2

30'

12'±

11'

44'

5'

12'

20'

EX. R/W

25+12.99 ELLIS - MATCH EXIST.
BEGIN 6" TO 8" CURB TRANSITION
(1595.99TC, 1595.57 FL)

25+16.73 ELLIS - EX. FIRE HYD.
RELOCATE WITHIN PARKWAY

25+22.99 ELLIS - END TRANSITION
BEGIN 8" CURB & GUTTER
1596.13TC, 1595.46 FL

25+30.00 ELLIS
C.L. DRAINAGE STRUCTURE
1596.67TC, 1595.82FL

PROPOSED
SIDEWALK
PROPOSED
RIGHT-OF-WAY
15 FT.

26+95.90 ELLIS - CL. 18' DWY
32' RT. OF CL - 1615.95 FL

EXIST. RIGHT-OF-WAY
PER GOOD HOPE ACRES
ADDITION NO. 2 (MB 12/4)

27+30.95 ELLIS

342-020-039

AVENUE

Professional Engineer

Engineering Company



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS

151 South Girard Street • Hemet, Ca 92544
TEL (951) 652-4454 • FAX (951) 766-8942
E-MAIL kbcozad@kbcozad.com

Benchmark: SEE

Prepared Under The Supervision Of:

BRAIN D. FOX, P.E.; R.C.E. NO. 57264 EXP.: 12/31/13

DATE

ELEVATION = 141;

SCALE:
HORIZ: 1" = 40'

1 PROJECT: ELLIS AVENUE SIDEWALK PROJECT
2 APN: 342-020-038 (PORTION)
3

4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 ("County"), and ALFREDO LOPEZ, a married man as his sole and separate property,
8 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

9 **RECITALS**

10 WHEREAS, Grantor owns that certain real property located at 22161 Ellis
11 Avenue in the Good Hope Area, County of Riverside, State of California, as referenced
12 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
13 The real property consisting of 2.48 acres of land is improved with a single-family
14 residence and is also known as Assessor's Parcel Number: 324-020-038 ("Property");
15 and

16 WHEREAS, Grantor desires to sell to the County and the County desires to
17 purchase a portion of the easement interest in the Property ("ROW"), for the purpose of
18 constructing the Ellis Avenue Sidewalk Project ("Project") as follows: an Easement
19 Deed in favor of County for road purposes described on Attachment "2" attached
20 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
21 and

22 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
23 Permit to Enter and Construct to grant County the right to temporarily use portions of
24 the Property, as described therein, for the construction of the Project;

25 WHEREAS, the Effective Date is the date on which this Agreement is approved
26 and fully executed by County and Grantor as listed on the signature page of this
27 Agreement;

1 NOW, THEREFORE, in consideration of the payment and other obligations set
2 forth below, Grantor and County mutually agree as follows:

3
4 **ARTICLE 1. AGREEMENT**

5 1. Recitals. All the above recitals are true and correct and by this reference
6 are incorporated herein.

7 2. Consideration. For good and valuable consideration, Grantor agrees to
8 sell and convey to the County, and the County agrees to purchase from Grantor all of
9 the Right-of-Way Property described herein, under the terms and conditions set forth in
10 this Agreement. The full consideration for the Right-of-Way Property consists of the
11 purchase price amount for the real property interest to be acquired by the County
12 ("Purchase Price"). The Purchase Price in the amount of Two Thousand Five Hundred
13 Dollars (\$2,500) is to be distributed to Grantor in accordance with this Agreement.

14 3. County Responsibilities.

15 A. Upon the mutual execution of this Agreement, County will open
16 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
17 Escrow Holder's request the Parties shall execute such additional Escrow instructions
18 as are reasonably required to consummate the transaction contemplated by this
19 Agreement and are not inconsistent with this Agreement. In the event of any conflict
20 between the terms of this Agreement and any additional Escrow instructions, the terms
21 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
22 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
23 approved by County with interest accruing for the benefit of County. The Escrow
24 Account shall remain open until all charges due and payable have been paid and
25 settled; any remaining funds shall be refunded to the County.

26 B. Upon the opening of Escrow, the County shall deposit the
27 Consideration as follows:

1 i. Purchase Price. Deposit into Escrow the Purchase Price in
2 the amount of Two Thousand Five Hundred Dollars (\$2,500) (the "Deposit").

3 C. On or before the date that Escrow is to close ("Close of Escrow"):

4 i. Closing Costs. County will deposit to Escrow Holder
5 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
6 transaction, and if title insurance is desired by County, the premium charged therefore.
7 Said escrow and recording charges shall not include documentary transfer tax as
8 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
9 Taxation Code section 11922.

10 iii. County will deposit all other such documents consistent with
11 this Agreement as are reasonably required by Escrow Holder or otherwise to close
12 Escrow.

13 D. County will authorize the Escrow Holder to close Escrow, in
14 accordance with the provisions herein, to Grantor conditioned only upon the
15 satisfaction by County.

16 i. The deposit of the following documents into Escrow for
17 recordation in the Official Records of the County Recorder of Riverside County
18 ("Official Records") upon Close of Escrow:

19 a. The easement deed executed, acknowledged and
20 delivered to Lorie Houghlan, Real Property Agent for the County or to Escrow Holder,
21 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting
22 the portion of the Property, subject to the following:

23 1. Free and clear of all liens, encumbrances,
24 easements, leases (recorded or unrecorded), and taxes except those encumbrances
25 and easements which, in the sole discretion of the County, are acceptable, except:

26 2. Current fiscal year, including personal
27 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
28 and Taxation Code of the State of California;

1 3. Easements or rights of way of record over said
2 land for public or quasi-public utility or public street purposes, if any;

3 4. Any items on the Preliminary Title Report
4 (PTR) not objected to by County in a writing provided to Escrow Holder before the
5 Close of Escrow;

6 5. Any other taxes owed whether current or
7 delinquent are to be made current.

8 E. At closing or Close of Escrow, County is authorized to deduct and
9 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
10 real property taxes, bonds, and assessments in the following manner:

11 a. All real property taxes shall be prorated, paid, and canceled
12 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

13 b. Pay any unpaid liens or taxes together with penalties, cost
14 and interest thereon, and any bonds or assessments that are due on the date title is
15 transferred.

16 F. County shall direct Escrow Holder to disburse purchase price
17 minus any and all charges due upon Close of Escrow in accordance with the escrow
18 instructions contained in this Agreement.

19 G. County, shall, at its own cost and expense complete the work
20 identified as Items 1 through 5 as shown on Attachment "4" and described on
21 Attachment "5", both attached hereto and made a part hereof.

22 4. Grantor Responsibilities.

23 A. Execute and acknowledge an Easement Deed in favor of the
24 County for road purposes dated _____ and deliver deed to Lorie Houghlan, Real
25 Property Agent for the County or to the Escrow Holder.

26 B. Grantor shall indemnify, defend, protect, and hold the County of
27 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
28 Supervisors, elected and appointed officials, employees, agents, representatives,

1 successors, and assigns free and harmless from and against any and all claims,
2 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
3 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
4 indirectly, by either (a) the presence in, within, under, or about the parcel for the
5 presence of hazardous materials, toxic substances, or hazardous substances as a
6 result of Grantor's use, storage, or generation of such materials or substances or (b)
7 Grantor's failure to comply with any federal, state, or local laws relating to such
8 materials or substances. For the purpose of this Agreement, such materials or
9 substances shall include without limitation hazardous substances, hazardous
10 materials, or toxic substances as defined in the Comprehensive Environmental
11 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
12 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
13 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
14 (1988); and those substances defined as hazardous wastes in section 25117 of the
15 California Health and Safety Code or hazardous substances in section 25316 of the
16 California Health; and in the regulations adopted in publications promulgated pursuant
17 to said laws.

18 C. Grantor shall be obligated hereunder to include without limitation,
19 and whether foreseeable or unforeseeable, all costs of any required or necessitated
20 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
21 and implementation of any closure, remedial action, or other required plans in
22 connection therewith, and such obligation shall continue under the parcel has been
23 rendered in compliance with applicable federal, state, and local laws, statutes,
24 ordinances, regulations, and rules.

25 **Article II. MISCELLANEOUS**

26 1. It is mutually understood and agreed by and between the Parties hereto
27 that the right of possession and use of the subject property by County, including the
28 right to remove and dispose of improvements, shall commence upon the execution of

1 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
2 payment for such possession and use.

3 2. This Agreement embodies all of the considerations agreed upon between
4 the County and Grantor. This Agreement was obtained without coercion, promises
5 other than those provided herein, or threats of any kind whatsoever by or to either
6 party.

7 3. The performance of this Agreement constitutes the entire consideration
8 for the acquisition of the Property and shall relieve the County of all further obligations
9 or claims pertaining to the acquisition of the Property or pertaining to the location,
10 grade or construction of the proposed public improvement.

11 4. This Agreement is made solely for the benefit of the Parties to this
12 Agreement and their respective successors and assigns, and no other person or entity
13 may have or acquired any right by virtue of this Agreement.

14 5. This Agreement shall not be changed, modified, or amended except upon
15 the written consent of the Parties hereto.

16 6. This Agreement is the result of negotiations between the Parties and is
17 intended by the Parties to be a final expression of their understanding with respect to
18 the matters herein contained. This Agreement supersedes any and all other prior
19 agreements and understandings, oral or written, in connection therewith. No provision
20 contained herein shall be construed against the County solely because it prepared this
21 Agreement in its executed form.

22 7. Any action at law or in equity brought by either of the Parties for the
23 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a
24 court of competent jurisdiction in the County of Riverside, State of California, and the
25 Parties hereby waive all provisions of law providing for a change of venue in such
26 proceedings to any other county.

27

28

1 8. Grantor and its assigns and successors in interest shall be bound by all
2 the terms and conditions contained in this Agreement, and all the Parties thereto shall
3 be jointly and severally liable thereunder.

4
5
6 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: _____

7 GRANTOR:
8 ALFREDO LOPEZ, a married man as
9 his sole and separate property
10 By: Alfredo Lopez
11 Alfredo Lopez

12 COUNTY OF RIVERSIDE
13 By: _____
14 John J. Benoit, Chairman
15 Board of Supervisors

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

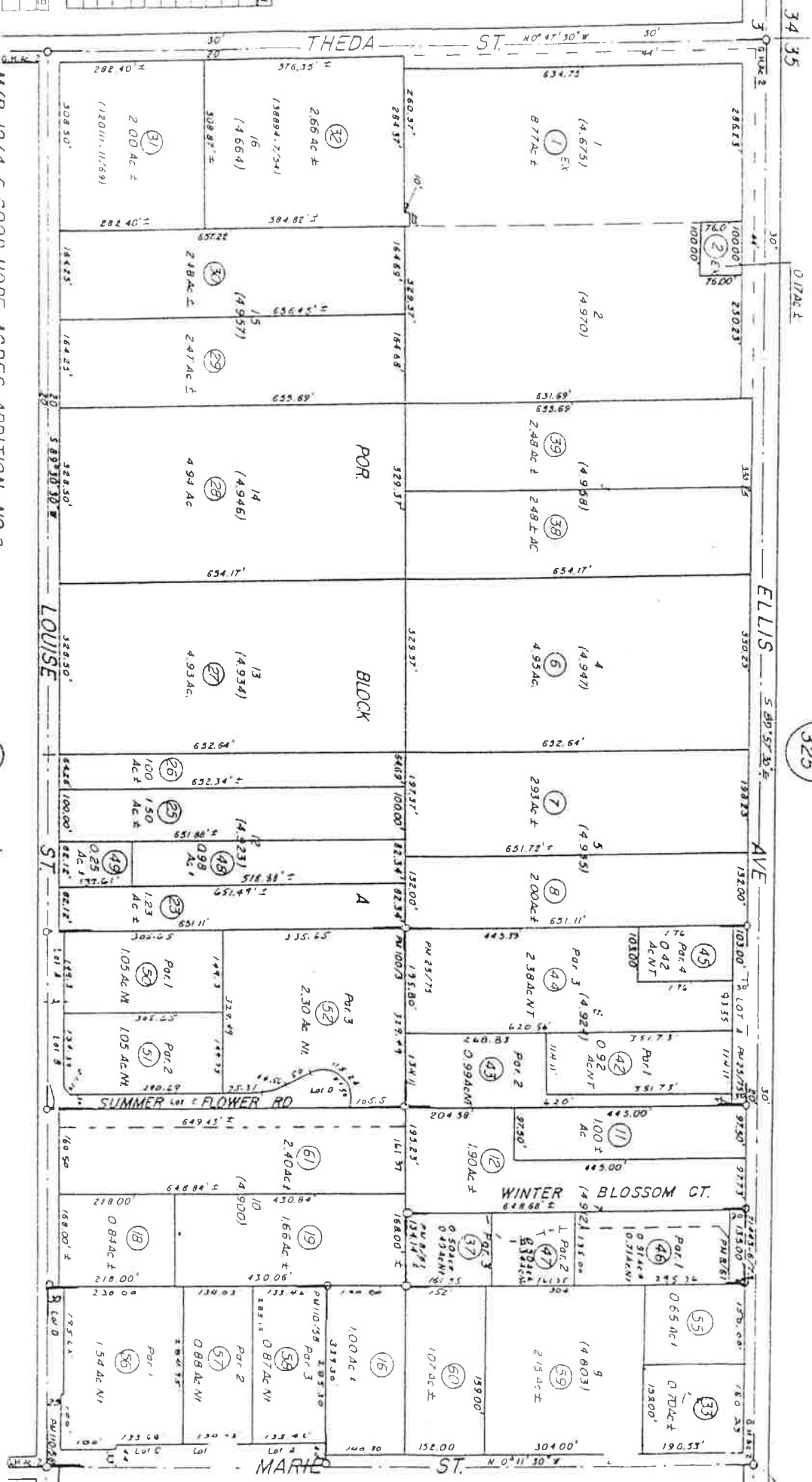
15 By: _____
16 Deputy

17
18 APPROVED AS TO FORM:
19 Pamela J. Walls
20 County Counsel

21 By: Patricia Munroe
22 Patricia Munroe
23 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

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



11

B.K. 325

M/B-12/4-6 GOOD HOPE ACRES, ADDITION NO. 2
 P.M. 25/75 Parcel Map No 7376
 P.M. 8/61 " " " 5011
 P.M. 100/3 " " " 15704
 P.M. 110/58 " " " 18454

JUL 1971

ASSESSOR'S MAP BK 342
 RIVERSIDE COUNTY, CALIF

HC

ATTACHMENT "2"
Legal Description and Plat Map

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

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 3 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF ELLIS AVENUE, (20.00 FOOT SOUTHERLY HALF WIDTH), AS SHOWN ON SAID MAP;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 00°22'30" EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE PARALLEL AND 24.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO SAID RIGHT-OF-WAY LINE;

THENCE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 164.77 FEET TO THE EAST LINE OF THAT PORTION OF SAID LOT 3 CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED RECORDED MAY 5, 2005 AS DOC # 2005-0356624, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;


THENCE NORTH 00°22'30" WEST ALONG SAID EAST LINE, A DISTANCE OF 24.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE SOUTH 89°52'00" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 164.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,954 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION



BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13




THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 8-20-12

EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 2, S.B.M.



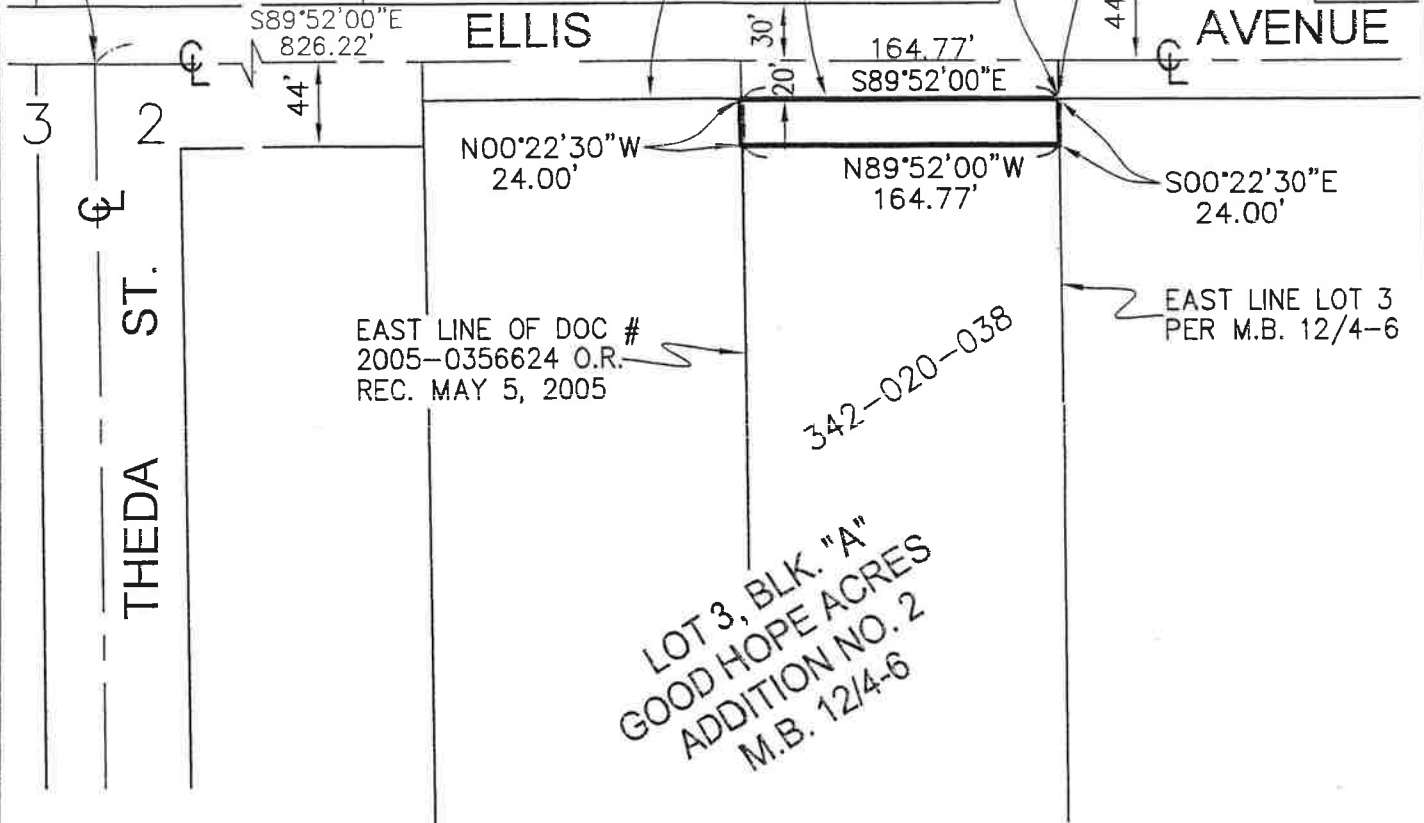
SCALE IN FEET
1" = 100'

EXISTING R/W PER M.B. 12/4-6
R/W ACCEPTED BY BOARD
RESOLUTION DATED 2/24/1948
IN SUPERVISORS MINUTES
BOOK 48, PAGE 239

NORTHEAST CORNER
LOT 3 IN BLK "A" OF
GOOD HOPE ACRES
ADDITION NO. 2 PER
M.B. 12/4-6
EXIST. R/W PER
PM 166/46

N.W. COR. SEC. 2
T-5-S, R-4-W, S.B.M.

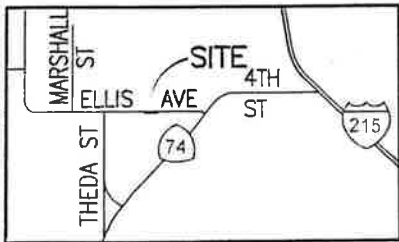
P.O.B.



LEGEND

- PARCEL LINES
- RIGHT-OF-WAY DEDICATION

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: [Signature]
DATE: 8-20-12



PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg

SHEET 1 OF 1 SHEETS

ATTACHMENT "3"

Deed Form

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

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)

TK:ra/082212/421ED/15.217

(Space above this line for Recorder's use)

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-038 (portion)

EASEMENT DEED

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

ALFREDO LOPEZ, 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

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 3 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF ELLIS AVENUE, (20.00 FOOT SOUTHERLY HALF WIDTH), AS SHOWN ON SAID MAP;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 00°22'30" EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE PARALLEL AND 24.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO SAID RIGHT-OF-WAY LINE;

THENCE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 164.77 FEET TO THE EAST LINE OF THAT PORTION OF SAID LOT 3 CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED RECORDED MAY 5, 2005 AS DOC # 2005-0356624, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;


THENCE NORTH 00°22'30" WEST ALONG SAID EAST LINE, A DISTANCE OF 24.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE SOUTH 89°52'00" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 164.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,954 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION



BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13

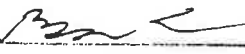
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 8-20-12



EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 2, S.B.M.



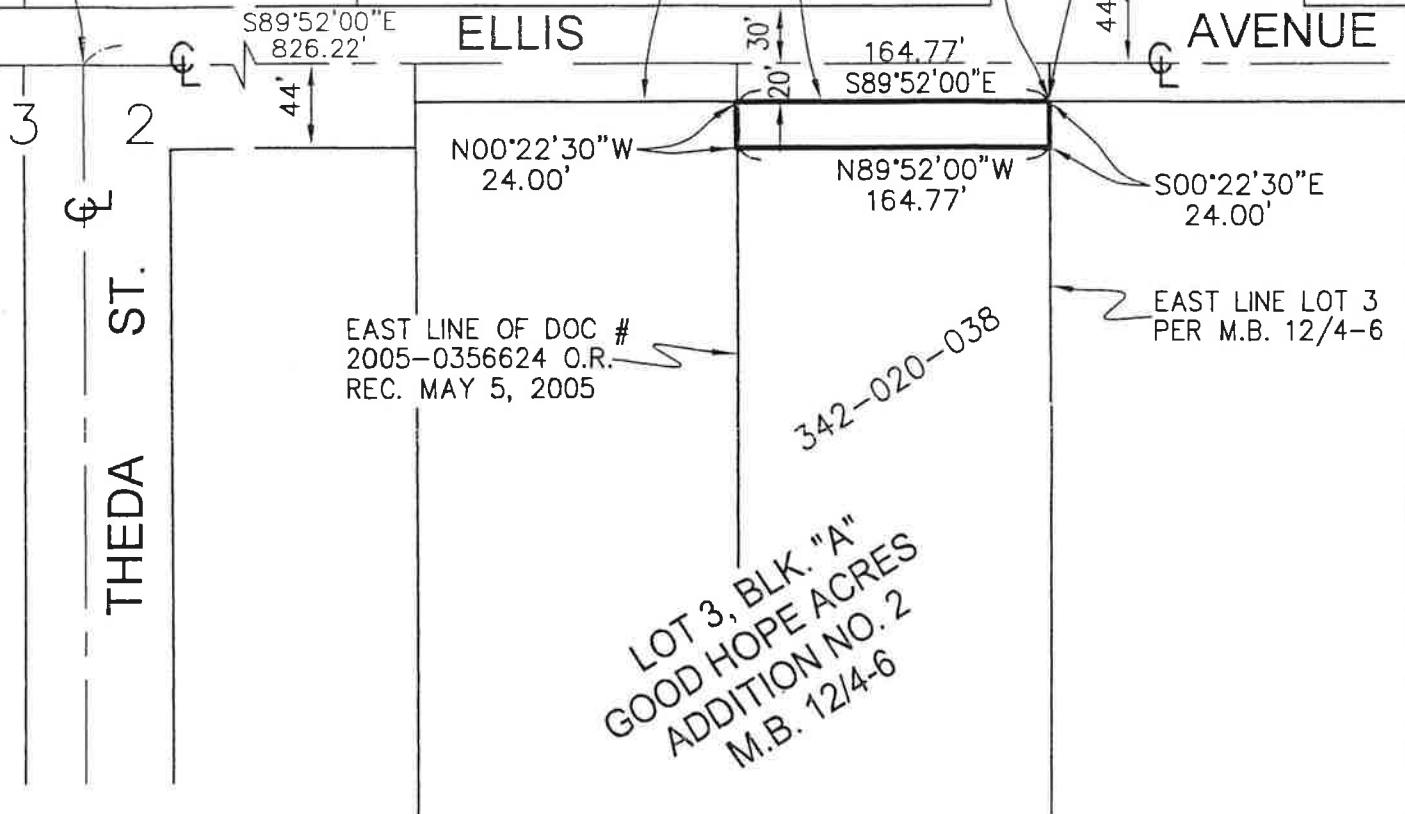
SCALE IN FEET
1" = 100'

EXISTING R/W PER M.B. 12/4-6
R/W ACCEPTED BY BOARD
RESOLUTION DATED 2/24/1948
IN SUPERVISORS MINUTES
BOOK 48, PAGE 239

NORTHEAST CORNER
LOT 3 IN BLK "A" OF
GOOD HOPE ACRES
ADDITION NO. 2 PER
M.B. 12/4-6
EXIST. R/W PER
PM 166/46

N.W. COR. SEC. 2
T-5-S, R-4-W, S.B.M.

P.O.B.



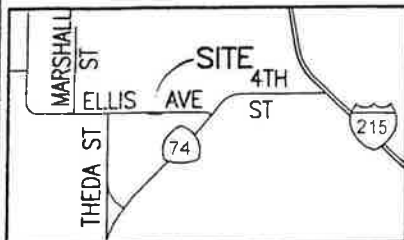
LEGEND

- PARCEL LINES
- RIGHT-OF-WAY
- DEDICATION

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 8-20-12



VICINITY MAP
NTS



8/7/12

PREPARED BY:



CML / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg

SHEET 1 OF 1 SHEETS

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-038 (portion)

Dated: _____

GRANTOR:

ALFREDO LOPEZ, a married man as his
sole and separate property

Alfredo Lopez

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]

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-038 (portion)

**CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)**

PUBLIC ROAD AND UTILITY EASEMENT

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from ALFREDO LOPEZ, 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: _____

COUNTY OF RIVERSIDE

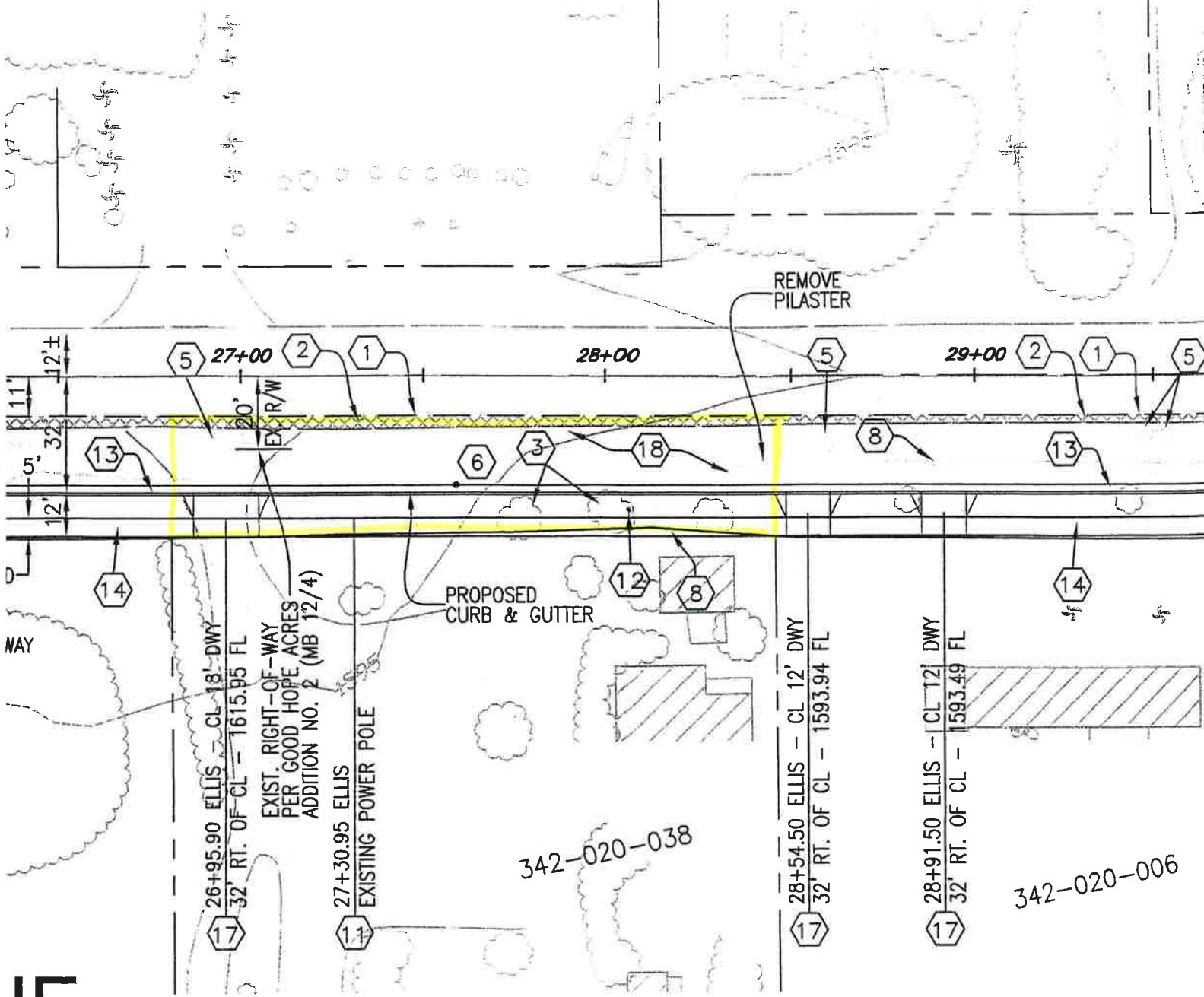
By: _____, Deputy
Juan C. Perez,
Director of Transportation

ATTACHMENT "4"
Construction Plans

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

325-190-025

325-190-068



342-020-038

342-020-006

JE

RS	Benchmark: SEE SHEET 1	COUNTY OF RIVERSIDE, CALIFORNIA PLAN/PROFILE SHEET STREET IMPROVEMENT PROJECT ELLIS AVENUE STA 25+12.99 TO STA 30+00.00		
	ELEVATION = 1412.409	For: EDA JOB No. 1200400	W.O. # ? RIV. CO.	County File No.
DATE	SCALE: HORIZ: 1" = 40' VERT: 1" = 4'			

1 ATTACHMENT "5"

2 Scope of Work

3
4 The County shall complete the following items described below and depicted on
5 Attachment "4" at County's sole cost:

6

Item	Description of Work
1.	Remove existing trees located at Stations 27+75 and 28+00.
2.	Relocate existing power pole located at Station 27+30.95.
3.	Remove and relocate existing mailbox located at approximately Station 27+30.95.
4.	Construct 18-foot wide concrete apron located at Station 26+95.90.
5.	Remove existing fence and stack materials on property. Construct new wood fence and place behind sidewalk from approximately Stations 27+25 to 28+50.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ALFREDO LOPEZ, a married man as his sole and separate property ("Grantor")

2
3 COUNTY OF RIVERSIDE, a political subdivision of the State of California
4 ("County")

5 PROJECT: Ellis Avenue Sidewalk Project

6 APN(S): 342-020-038 (portion)

7
8 **PERMIT TO ENTER AND CONSTRUCT**

9 This Permit to Enter and Construct ("Permit") is made and entered into this
10 _____ day of _____, 20____, ("Effective Date") between ALFREDO
11 LOPEZ, a married man as his sole and separate property ("Grantor") and the COUNTY
12 OF RIVERSIDE, a political subdivision of the State of California ("County"). Grantor
13 and County are sometimes collectively referred to as "Parties".

14 **RECITALS**

15 WHEREAS, Grantor is the owner of certain real property located at 22161 Ellis
16 Avenue in the Good Hope area, County of Riverside, State of California, (Assessor's
17 Parcel Number 342-020-038), as referenced on the Plat Map identified as Exhibit "A"
18 attached hereto and incorporated herein by this reference, ("Property"), and has the
19 right to grant to County permission to enter upon and use the Property; and

20 WHEREAS, County of Riverside Economic Development Agency and
21 Transportation Department are currently working on a sidewalk project located on Ellis
22 Avenue between Cowie Avenue and Marshall Street in the Good Hope area ("Project");
23 and

24 WHEREAS, County desires to obtain Grantor's permission and Grantor desires
25 to grant the right to enter upon and use the 15-foot portion of the Property, on a
26 temporary basis as highlighted on Exhibit "B", attached hereto and incorporated herein
27 by this reference, to transition the driveway apron located at Station 26+95.90 back to
28

1 existing grade and for all purposes necessary to facilitate and accomplish the
2 construction of the Project; and

3 NOW, THEREFORE, Grantor and County do hereby agree as follows:
4

5 AGREEMENT

6 1. All the above recitals are true and correct and by this reference are incorporated
7 herein.

8 2. Grantor hereby grants to County and its agents, employees and contractors the
9 temporary right to enter onto the 15-foot portion of the Property as highlighted on
10 Exhibit "B" for the purpose of transitioning the driveway apron located at Station
11 26+95.90 back to existing grade and for all purposes necessary to facilitate and
12 accomplish the construction of the Project.

13 3. This permission is granted in consideration of the benefits which may accrue to
14 the Property.

15 4. A thirty (30) day written notice shall be given to Grantor prior to using the rights
16 herein granted. The rights herein granted may be exercised for six (6) months from the
17 thirty (30) day written notice, or until completion of said Project, whichever occurs later.

18 5. Prior to any entry upon the Property for any of the purposes herein above set
19 forth, County shall notify the authorities in charge named below by written at least thirty
20 (30) days prior to commencement of work.

21
22 Name: Alfredo Lopez
23 Address: 22161 Ellis Avenue
Perris, CA 92570
24 Phone: 951-212-1613
25

26 6. County shall not permit to be placed against the Property, or any part thereof,
27 any design professionals', mechanics', materialman's contractors' or subcontractors'
28 liens with the regard to County's actions upon the Property.

1 7. Grantor shall be held harmless from all claims of third persons arising from the
2 use by County of the Property.

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

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

16 10. The undersigned represents that it has the authority to, and does, bind the
17 person or entity on whose behalf and for whom it is signing this Permit and the
18 attendant documents provided for herein, and this Permit and said additional
19 documents are, accordingly, binding on said person or entity.

20 11. This Permit will be governed and construed by the laws of the State of
21 California.

22 12. Any action at law or in equity brought by either of the Parties hereto for the
23 purpose of enforcing a right or rights provided for by this Permit shall be tried in a court
24 of competent jurisdiction in the County of Riverside, State of California, and the Parties
25 hereby waive all provisions of law providing for a change of venue in such proceedings
26 to any other county.

27 13. The Permit shall not be changed, modified, or amended except upon the
28 written consent of the Parties hereto.

1 IN WITNESS WHEREOF, the Parties hereto have executed this Permit to Enter
2 and Construct on the date first above written.

3 GRANTOR:

4 ALFREDO LOPEZ, a married man as
5 his sole and separate property

6 By: 
7 Alfredo Lopez

8
9 COUNTY OF RIVERSIDE

10 ATTEST:
11 Kecia Harper-Ihem
12 Clerk of the Board

13 By: _____
14 John J. Benoit, Chairman
15 Board of Supervisors

16 By: _____
17 Deputy

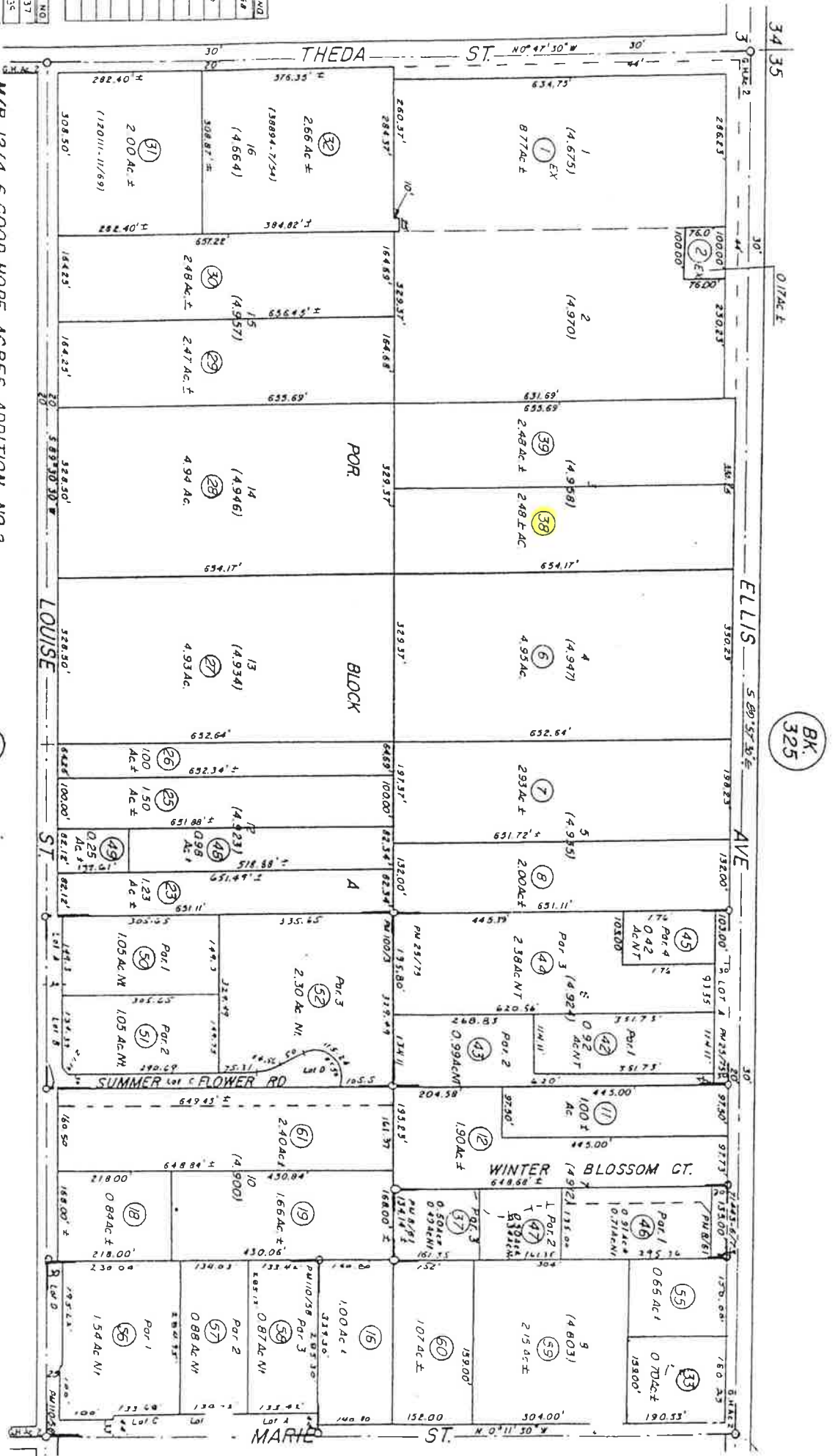
18 APPROVED AS TO FORM:
19 Pamela J. Walls
20 County Counsel

21 By: 
22 Patricia Munroe
23 Deputy County Counsel

EXHIBIT "A"
Assessor's Plat Map

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

N1/2 NW1/4, SEC. 2, T.5S, R.4W.



NEW NO.	36.37
	37.36
	38.47
	42.44
	43
	46.47
	47
	48.49
	50.52
	51.55

M/B-12/4-6 GOOD HOPE ACRES, ADDITION NO.2
 P.M. 25/75 Parcel Map No 7376
 P.M. 8/61 " " " 5011
 P.M. 100/3 " " " 15704
 P.M. 110/58 " " " 18454

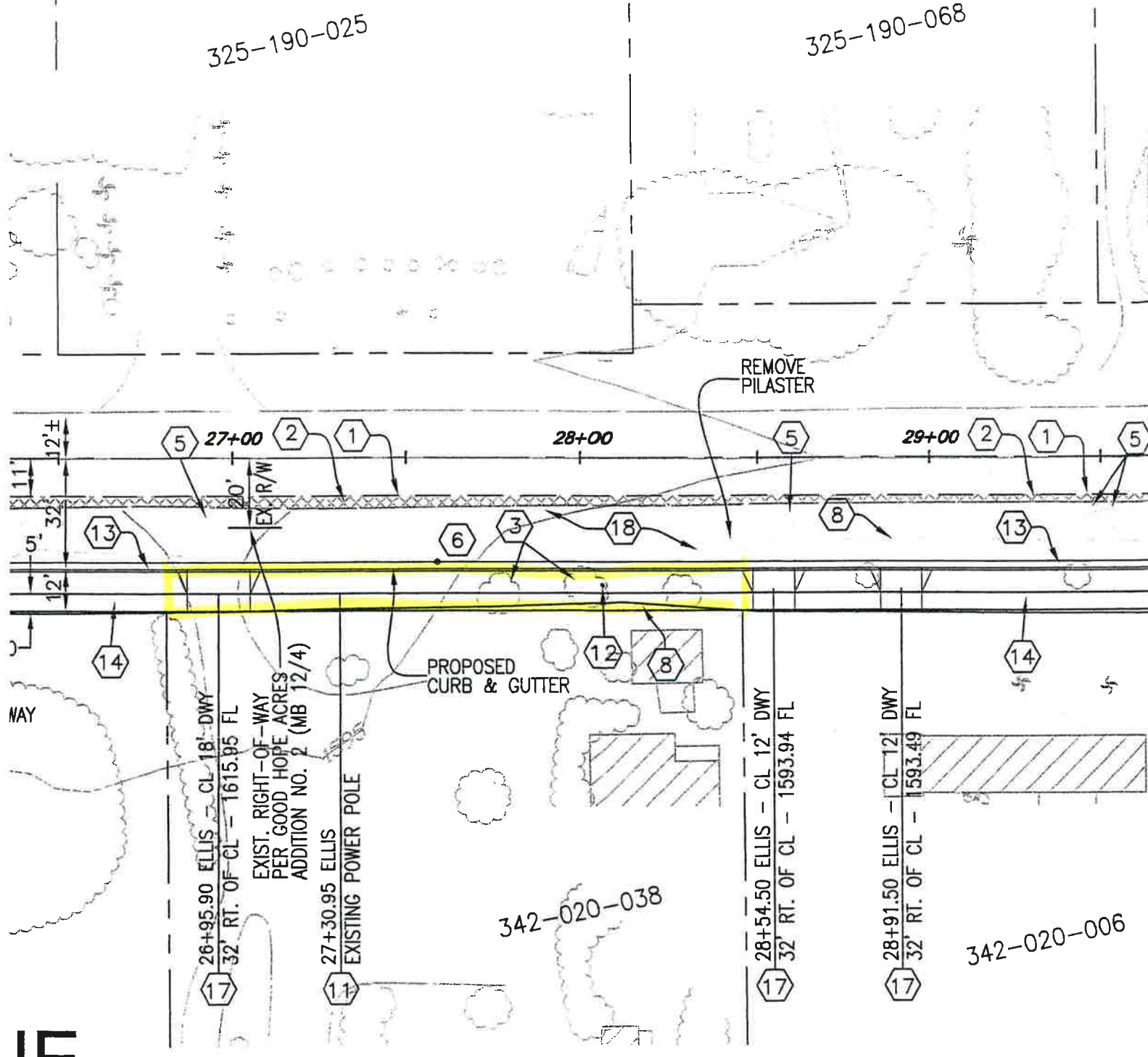
(11)

EXHIBIT "B"
Construction Plans

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

325-190-025

325-190-068



342-020-038

342-020-006

JE

RS	Benchmark: SEE SHEET 1	COUNTY OF RIVERSIDE, CALIFORNIA PLAN/PROFILE SHEET STREET IMPROVEMENT PROJECT ELLIS AVENUE STA 25+12.99 TO STA 30+00.00			
	ELEVATION = 1412.409				
DATE	SCALE: HORIZ: 1" = 40' VERT: 1" = 4'	For: EDA JOB No. 1200400	W.O. # ?	RIV. CO. # ?	County File No.

1 PROJECT: ELLIS AVENUE SIDEWALK PROJECT
2 APN: 343-130-003 (PORTION)
3

4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 ("County"), and ROGELIO SESMAS and ROSA SESMAS, husband and wife as joint
8 tenants, ("Grantor"). County and Grantor are sometimes collectively referred to as
9 "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located at 21855 Ellis
12 Avenue in the Good Hope Area, County of Riverside, State of California, as referenced
13 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
14 The real property consisting of 2.49 acres of land improved with a single-family
15 residence and is also known as Assessor's Parcel Number: 343-130-003 ("Property");
16 and

17 WHEREAS, Grantor desires to sell to the County and the County desires to
18 purchase a portion of the easement interest in the Property ("ROW"), for the purpose of
19 constructing the Ellis Avenue Sidewalk Project ("Project") as follows: an Easement
20 Deed in favor of County for road purposes described on Attachment "2" attached
21 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
22 and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
24 Permit to Enter and Construct to grant County the right to temporarily use portions of
25 the Property, as described therein, for the construction of the Project;

26 WHEREAS, the Effective Date is the date on which this Agreement is approved
27 and fully executed by County and Grantor as listed on the signature page of this
28 Agreement;

1 NOW, THEREFORE, in consideration of the payment and other obligations set
2 forth below, Grantor and County mutually agree as follows:

3
4 **ARTICLE 1. AGREEMENT**

5 1. Recitals. All the above recitals are true and correct and by this reference
6 are incorporated herein.

7 2. Consideration. For good and valuable consideration, Grantor agrees to
8 sell and convey to the County, and the County agrees to purchase from Grantor all of
9 the Right-of-Way Property described herein, under the terms and conditions set forth in
10 this Agreement. The full consideration for the Right-of-Way Property consists of the
11 purchase price amount for the real property interests to be acquired by the County
12 ("Purchase Price"). The Purchase Price in the amount of Three Thousand Four
13 Hundred Fifty Dollars (\$3,450) is to be distributed to Grantor in accordance with this
14 Agreement.

15 3. County Responsibilities.

16 A. Upon the mutual execution of this Agreement, County will open
17 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
18 Escrow Holder's request the Parties shall execute such additional Escrow instructions
19 as are reasonably required to consummate the transaction contemplated by this
20 Agreement and are not inconsistent with this Agreement. In the event of any conflict
21 between the terms of this Agreement and any additional Escrow instructions, the terms
22 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
23 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
24 approved by County with interest accruing for the benefit of County. The Escrow
25 Account shall remain open until all charges due and payable have been paid and
26 settled; any remaining funds shall be refunded to the County.

27 B. Upon the opening of Escrow, the County shall deposit the
28 Consideration as follows:

1 i. Purchase Price. Deposit into Escrow the Purchase Price in
2 the amount of Three Thousand Four Hundred and Fifty Dollars (\$3,450) (the
3 "Deposit").

4 C. On or before the date that Escrow is to close ("Close of Escrow"):

5 i. Closing Costs. County will deposit to Escrow Holder
6 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
7 transaction, and if title insurance is desired by County, the premium charged therefore.
8 Said escrow and recording charges shall not include documentary transfer tax as
9 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
10 Taxation Code section 11922.

11 iii. County will deposit all other such documents consistent with
12 this Agreement as are reasonably required by Escrow Holder or otherwise to close
13 Escrow.

14 D. County will authorize the Escrow Holder to close Escrow, in
15 accordance with the provisions herein, to Grantor conditioned only upon the
16 satisfaction by County.

17 i. The deposit of the following documents into Escrow for
18 recordation in the Official Records of the County Recorder of Riverside County
19 ("Official Records") upon Close of Escrow:

20 a. The easement deed executed, acknowledged and
21 delivered to Monica Tlaxcala, Real Property Agent for the County or to Escrow Holder,
22 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting
23 the portion of the Property, subject to the following:

24 1. Free and clear of all liens, encumbrances,
25 easements, leases (recorded or unrecorded), and taxes except those encumbrances
26 and easements which, in the sole discretion of the County, are acceptable, except:
27
28

1 A. Execute and acknowledge an Easement Deed in favor of the
2 County for road purposes dated _____ and deliver deed to Monica Tlaxcala,
3 Real Property Agent for the County or to the Escrow Holder.

4 B. Grantor shall indemnify, defend, protect, and hold the County of
5 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
6 Supervisors, elected and appointed officials, employees, agents, representatives,
7 successors, and assigns free and harmless from and against any and all claims,
8 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
9 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
10 indirectly, by either (a) the presence in, within, under, or about the parcel for the
11 presence of hazardous materials, toxic substances, or hazardous substances as a
12 result of Grantor's use, storage, or generation of such materials or substances or (b)
13 Grantor's failure to comply with any federal, state, or local laws relating to such
14 materials or substances. For the purpose of this Agreement, such materials or
15 substances shall include without limitation hazardous substances, hazardous
16 materials, or toxic substances as defined in the Comprehensive Environmental
17 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
18 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
19 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
20 (1988); and those substances defined as hazardous wastes in section 25117 of the
21 California Health and Safety Code or hazardous substances in section 25316 of the
22 California Health; and in the regulations adopted in publications promulgated pursuant
23 to said laws.

24 C. Grantor shall be obligated hereunder to include without limitation,
25 and whether foreseeable or unforeseeable, all costs of any required or necessitated
26 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
27 and implementation of any closure, remedial action, or other required plans in
28 connection therewith, and such obligation shall continue under the parcel has been

1 rendered in compliance with applicable federal, state, and local laws, statutes,
2 ordinances, regulations, and rules.

3 **Article II. MISCELLANEOUS**

4 1. It is mutually understood and agreed by and between the Parties hereto
5 that the right of possession and use of the subject property by County, including the
6 right to remove and dispose of improvements, shall commence upon the execution of
7 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
8 payment for such possession and use.

9 2. This Agreement embodies all of the considerations agreed upon between
10 the County and Grantor. This Agreement was obtained without coercion, promises
11 other than those provided herein, or threats of any kind whatsoever by or to either
12 party.

13 3. The performance of this Agreement constitutes the entire consideration
14 for the acquisition of the Property and shall relieve the County of all further obligations
15 or claims pertaining to the acquisition of the Property or pertaining to the location,
16 grade or construction of the proposed public improvement.

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

20 5. This Agreement shall not be changed, modified, or amended except upon
21 the written consent of the Parties hereto.

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

28

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

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: _____

7 GRANTOR:
8 ROGELIO SESMAS and ROSA
9 SESMAS, husband and wife, as joint
10 tenants

11 By: 
12 Rogelio Sesmas

13 By: 
14 Rosa Sesmas

15 COUNTY OF RIVERSIDE

16 ATTEST:
17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: _____
20 John J. Benoit, Chairman
21 Board of Supervisors

22 By: _____
23 Deputy

24 APPROVED AS TO FORM:
25 Pamela J. Walls
26 County Counsel

27 By: 
28 Patricia Munroe
Deputy County Counsel

MT:ra/121712/421ED/15.494 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.494.doc

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

ATTACHMENT "1"
Assessor's Plat Map

ATTACHMENT "2"
Legal Description and Plat Map

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

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE MOUNTAIN GLEN TRACT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 520 OF MAPS, SAN DIEGO COUNTY RECORDS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF MARSHALL STREET AND ELLIS AVENUE AS SHOWN ON PARCEL MAP NO. 7376 FILED IN BOOK 25 AT PAGE 75 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE LEAVING SAID INTERSECTION SOUTH 89°52'00" EAST ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 94.30 FEET TO THE NORTHEAST CORNER OF THE WESTERLY 155.00 FEET OF THE EASTERLY 255.00 FEET OF SAID LOT 2;

THENCE LEAVING SAID CENTERLINE SOUTH 00°08'00" WEST ALONG THE EAST LINE OF SAID WESTERLY 155.00 FEET, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 155.00 FEET TO THE WEST LINE OF SAID WESTERLY 155.00 FEET;

THENCE NORTH 00°08'00" EAST ALONG SAID WEST LINE A DISTANCE OF 44.00 FEET TO SAID CENTERLINE OF ELLIS AVENUE;

THENCE SOUTH 89°52'00" EAST ALONG SAID CENTERLINE, A DISTANCE OF 60.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,820 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

Brian D. Fox 8/20/12

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: 8-23-12



EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 3, S.B.M.

LOT 16
MARSHALL TRACT
MB 6/51

MARSHALL STREET

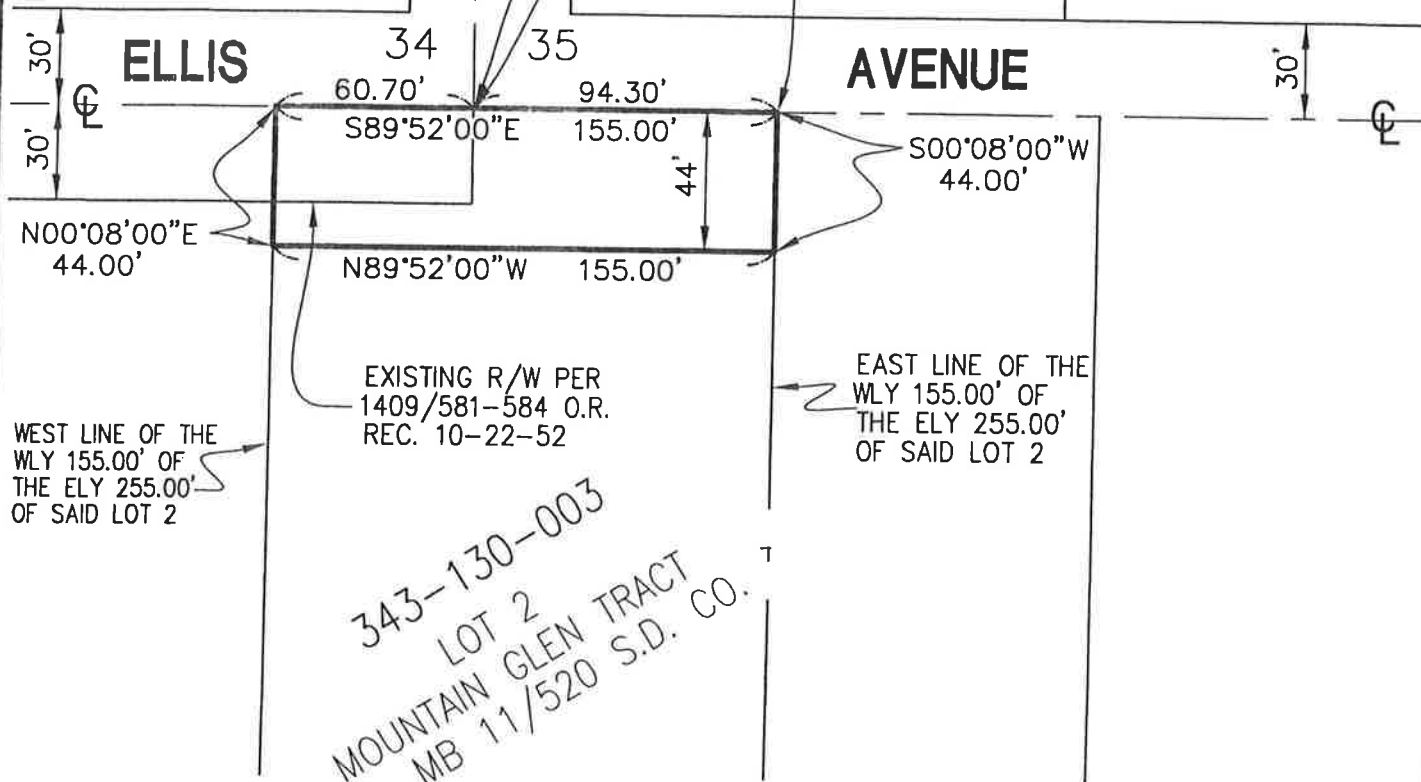
SE COR. OF SEC. 34
& SW COR. OF SEC. 35
T-4-S, R-4-W. S.B.M.
PER PM 25/75



SCALE IN FEET
1" = 60'

N.E. COR. OF THE
WLY 155.00' OF THE
ELY 255.00' OF LOT 2

P.O.B.



343-130-003
LOT 2
MOUNTAIN GLEN TRACT
MB 11/520 S.D. CO.

LEGEND

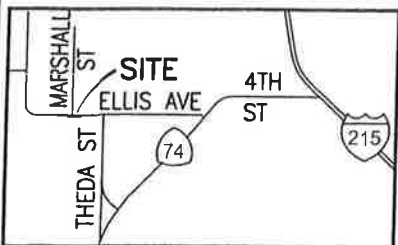
- PARCEL LINES
- RIGHT-OF-WAY DEDICATION

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY:

DATE: 8-23-12

DATED: 8/23/12



VICINITY MAP
NTS

PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg

ATTACHMENT "3"
Deed Form

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

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)

TK:ra/082812/421ED/15.282

(Space above this line for Recorder's use)

PROJECT: Ellis Avenue Sidewalk Project
APN: 343-130-003 (portion)

EASEMENT DEED

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

ROGELIO SESMAS AND ROSA SESMAS, husband and wife, as joint tenants

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: Ellis Avenue Sidewalk Project
APN: 343-130-003 (portion)

Dated: _____

GRANTOR:

ROGELIO SESMAS AND ROSA
SESMAS, husband and wife as, as joint
tenants

By: _____
Rogelio Sesmas

By: _____
Rosa Sesmas

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]

Project: Ellis Avenue Sidewalk Project
APN: 343-130-003 (portion)

**CERTIFICATE of ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)**

PUBLIC ROAD AND UTILITY EASEMENT

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from ROGELIO SESMAS AND ROSA SESMAS, husband and wife as joint tenants, 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: _____

COUNTY OF RIVERSIDE

By: _____, Deputy
Juan C. Perez
Director of Transportation

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE MOUNTAIN GLEN TRACT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 520 OF MAPS, SAN DIEGO COUNTY RECORDS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF MARSHALL STREET AND ELLIS AVENUE AS SHOWN ON PARCEL MAP NO. 7376 FILED IN BOOK 25 AT PAGE 75 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY;

THENCE LEAVING SAID INTERSECTION SOUTH 89°52'00" EAST ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 94.30 FEET TO THE NORTHEAST CORNER OF THE WESTERLY 155.00 FEET OF THE EASTERLY 255.00 FEET OF SAID LOT 2;

THENCE LEAVING SAID CENTERLINE SOUTH 00°08'00" WEST ALONG THE EAST LINE OF SAID WESTERLY 155.00 FEET, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 155.00 FEET TO THE WEST LINE OF SAID WESTERLY 155.00 FEET;

THENCE NORTH 00°08'00" EAST ALONG SAID WEST LINE A DISTANCE OF 44.00 FEET TO SAID CENTERLINE OF ELLIS AVENUE;

THENCE SOUTH 89°52'00" EAST ALONG SAID CENTERLINE, A DISTANCE OF 60.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,820 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

Brian D. Fox 8/20/12

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <i>[Signature]</i>
DATE: 8-23-12



EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 3, S.B.M.



SCALE IN FEET
1" = 60'

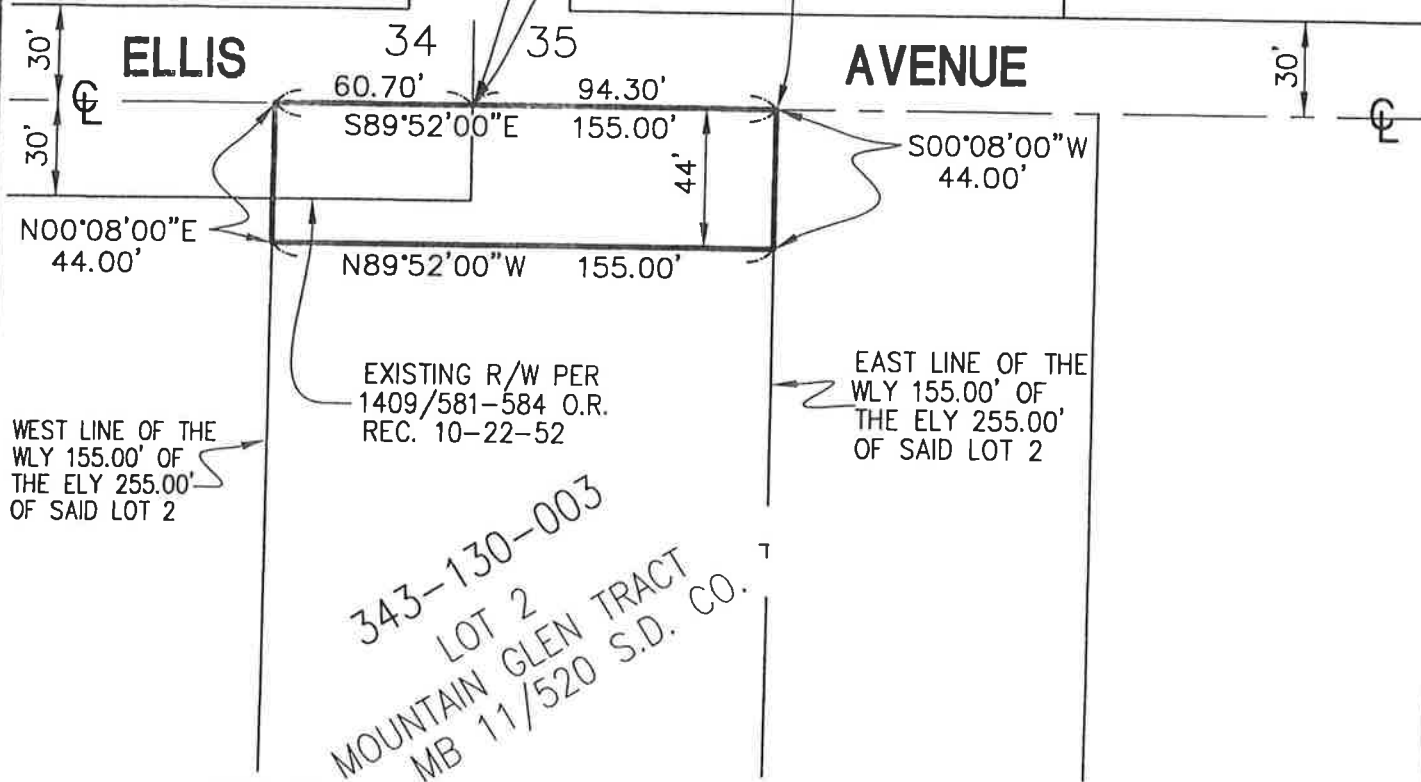
LOT 16
MARSHALL TRACT
MB 6/51

MARSHALL STREET

SE COR. OF SEC. 34
& SW COR. OF SEC. 35
T-4-S, R-4-W. S.B.M.
PER PM 25/75

P.O.B.

N.E. COR. OF THE
WLY 155.00' OF THE
ELY 255.00' OF LOT 2

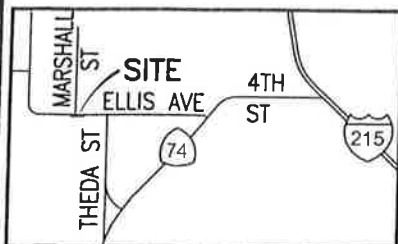


343-130-003
LOT 2
MOUNTAIN GLEN TRACT
MB 11/520 S.D. CO.

LEGEND

- PARCEL LINES
- RIGHT-OF-WAY DEDICATION

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY:
DATE: 8-23-12



PREPARED BY:

Cozad & Fox, Inc.

CML / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg

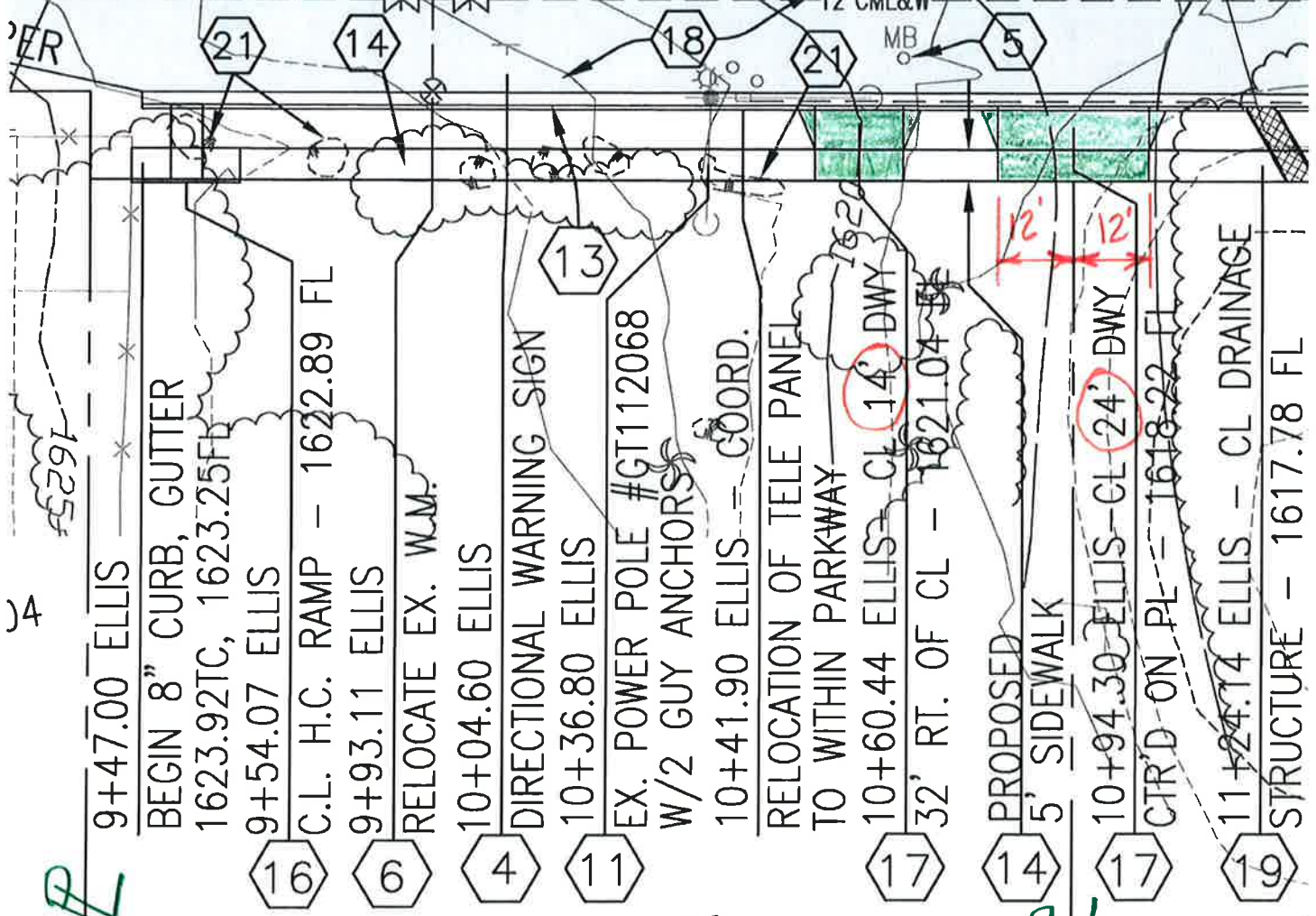
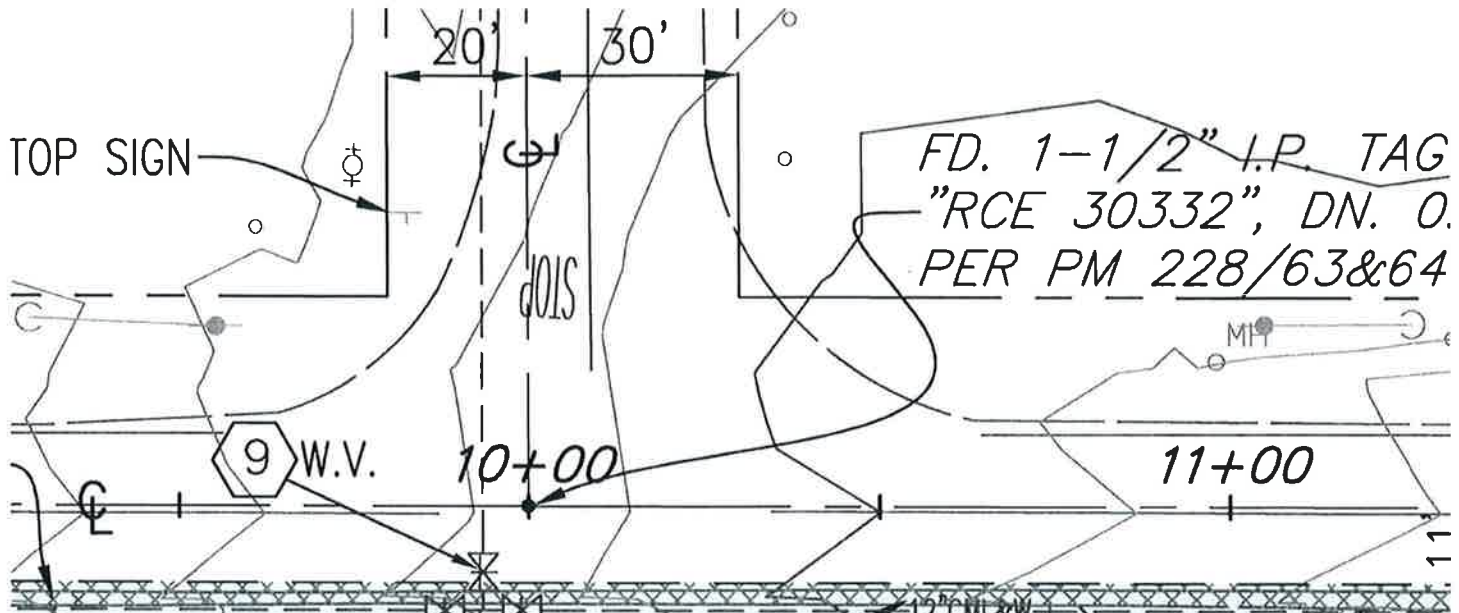
SHEET 1 OF 1 SHEETS

ATTACHMENT "4"
Construction Plans

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

TOP SIGN

FD. 1-1/2" I.P. TAG
"RCE 30332", DN. 0.
PER PM 228/63&64



343-130-003

ROAD MAI
S5

ATTACHMENT "5"

Scope of Work

Item	Description of Work	Cost
1.	Relocate existing water meter.	County
2.	Relocate existing power pole (with 2 guy anchors) at Station 10+41.90.	County
3.	Construct handicap ramp located at Station 9+54.07.	County
4.	Close existing westerly driveway and relocate to Station 10+60.44.	County
5.	Construct 14-foot wide concrete apron located at Station 10+60.44.	County
6.	Construct 24-foot wide concrete apron located at Station 10+94.30.	County
7.	Move boulders behind the proposed sidewalk.	County
8.	9 agave plants @ \$50 each	\$450
	Total	\$450

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

1 ROGELIO SESMAS and ROSA SESMAS, husband and wife as joint tenants
2 (“Grantor”)

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

6 PROJECT: Ellis Avenue Sidewalk Project

7 APN(S): 343-130-003 (portion)

8
9 **PERMIT TO ENTER AND CONSTRUCT**

10 This Permit to Enter and Construct (“Permit”) is made and entered into this
11 _____ day of _____, 20____, (“Effective Date”) between ROGELIO
12 SESMAS and ROSA SESMAS, husband and wife as joint tenants (“Grantor”) and the
13 COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”).
14 Grantor and County are sometimes collectively referred to as “Parties”.

15 **RECITALS**

16 WHEREAS, Grantor is the owner of certain real property located at 21855 Ellis
17 Avenue in the Good Hope area, County of Riverside, State of California, (Assessor’s
18 Parcel Number 343-130-003), as referenced on the Plat Map identified as Exhibit “A”
19 attached hereto and incorporated herein by this reference, (“Property”), and has the
20 right to grant to County permission to enter upon and use the Property; and

21 WHEREAS, County of Riverside Economic Development Agency and
22 Transportation Department are currently working on a sidewalk project located on Ellis
23 Avenue between Cowie Avenue and Marshall Street in the Good Hope area (“Project”);
24 and

25 WHEREAS, County desires to obtain Grantor’s permission and Grantor desires
26 to grant the right to enter upon and use the 15-foot portion of the Property, on a
27 temporary basis as highlighted on Exhibit “B”, attached hereto and incorporated herein
28 by this reference, to transition the driveway aprons located at Stations 10+60.44 and

1 10+94.30 back to existing grade and for all purposes necessary to facilitate and
2 accomplish the construction of the Project; and

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

4
5 **AGREEMENT**

6 1. All the above recitals are true and correct and by this reference are incorporated
7 herein.

8 2. Grantor hereby grants to County and its agents, employees and contractors the
9 temporary right to enter onto the 15-foot portion of the Property as highlighted on
10 Exhibit "B" for all purposes necessary to facilitate and accomplish the construction of
11 the Project.

12 3. This permission is granted in consideration of the benefits which may accrue to
13 the Property.

14 4. A thirty (30) day written notice shall be given to Grantor prior to using the rights
15 herein granted. The rights herein granted may be exercised for six (6) months from the
16 thirty (30) day written notice, or until completion of said Project, whichever occurs later.

17 5. Prior to any entry upon the Property for any of the purposes herein above set
18 forth, County shall notify the authorities in charge named below by written at least thirty
19 (30) days prior to commencement of work.

20
21 Name: Rogelio and Rosa Sesmas
22 Address: 21855 Ellis Avenue
23 Phone: Perris, CA 92570
(951) 940-5578

24 6. County shall not permit to be placed against the Property, or any part thereof,
25 any design professionals', mechanics', materialman's contractors' or subcontractors'
26 liens with the regard to County's actions upon the Property.

27 7. Grantor shall be held harmless from all claims of third persons arising from the
28 use by County of the Property.

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

8 9. This Permit is the result of negotiations between the Parties hereto. The Parties
9 further declare and represent that no inducement, promise or agreement not herein
10 expressed has been made to them and this Permit contains the entire agreement of the
11 Parties, and that the terms of this Permit are contractual and not a mere recital. Any
12 ambiguity in the Permit or any of its provisions shall not be interpreted against the party
13 drafting the Permit.

14 10. The undersigned represents that it has the authority to, and does, bind the
15 person or entity on whose behalf and for whom it is signing this Permit and the
16 attendant documents provided for herein, and this Permit and said additional
17 documents are, accordingly, binding on said person or entity.

18 11. This Permit will be governed and construed by the laws of the State of
19 California.

20 12. Any action at law or in equity brought by either of the Parties hereto for the
21 purpose of enforcing a right or rights provided for by this Permit shall be tried in a court
22 of competent jurisdiction in the County of Riverside, State of California, and the Parties
23 hereby waive all provisions of law providing for a change of venue in such proceedings
24 to any other county.

25
26
27 (SIGNATURES ON NEXT PAGE)
28

1 13. The Permit shall not be changed, modified, or amended except upon the
2 written consent of the Parties hereto.

3 IN WITNESS WHEREOF, the Parties hereto have executed this Permit to Enter
4 and Construct on the date first above written.

5 GRANTOR:

6 ROGELIO SESMAS and ROSA
7 SESMAS, husband and wife as joint
8 tenants

9 By: 

Rogelio Sesmas

10 By: 

Rosa Sesmas

11 COUNTY OF RIVERSIDE

12 ATTEST:

13 Kecia Harper-Ihem
14 Clerk of the Board

15 By: _____

John J. Benoit, Chairman
Board of Supervisors

16 By: _____

Deputy

17 APPROVED AS TO FORM:

18 Pamela J. Walls
19 County Counsel

20 By: 

21 Patricia Munroe
22 Deputy County Counsel

23
24
25
26
27 TK:ra/121812/421ED/15.276 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.276.doc

EXHIBIT "A"
Assessor's Plat Map

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

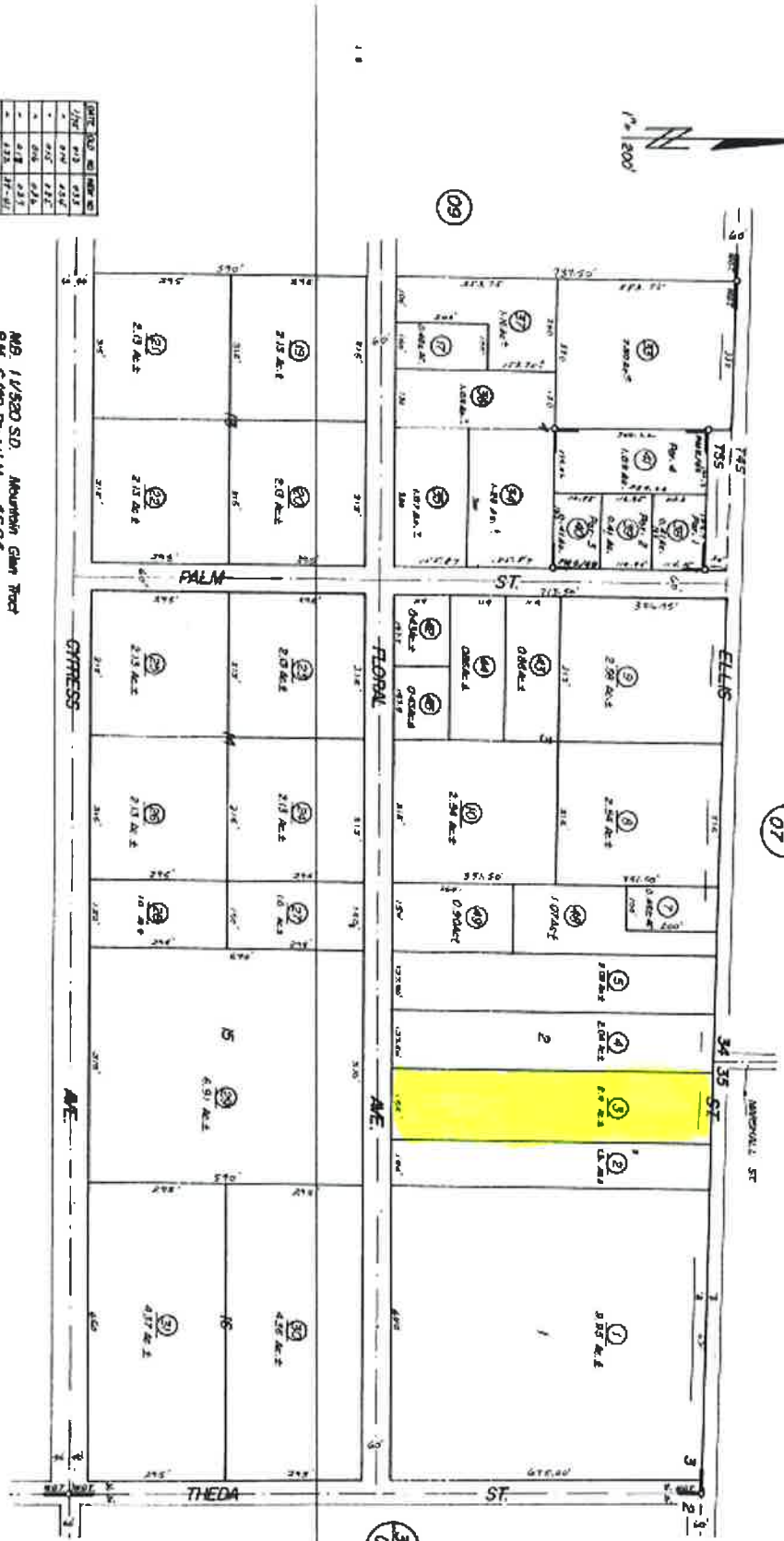
343-13¹⁶⁻⁴²

T9A. 874

FOR NE 1/4 SEC. 3, T55-R4W

325
07

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



LOT	ACRES	AREA
1	2.00	2.00
2	2.00	2.00
3	2.00	2.00
4	2.00	2.00
5	2.00	2.00
6	2.00	2.00
7	2.00	2.00
8	2.00	2.00
9	2.00	2.00
10	2.00	2.00
11	2.00	2.00
12	2.00	2.00
13	2.00	2.00
14	2.00	2.00
15	2.00	2.00
16	2.00	2.00
17	2.00	2.00
18	2.00	2.00
19	2.00	2.00
20	2.00	2.00
21	2.00	2.00
22	2.00	2.00
23	2.00	2.00
24	2.00	2.00
25	2.00	2.00
26	2.00	2.00
27	2.00	2.00
28	2.00	2.00
29	2.00	2.00
30	2.00	2.00
31	2.00	2.00
32	2.00	2.00
33	2.00	2.00
34	2.00	2.00
35	2.00	2.00

MG. 1/15/2013 SD. Mountain Glen Tract
P.M. 6/4/9 Parcel Map 4584
DATE: ALB. 1977

14

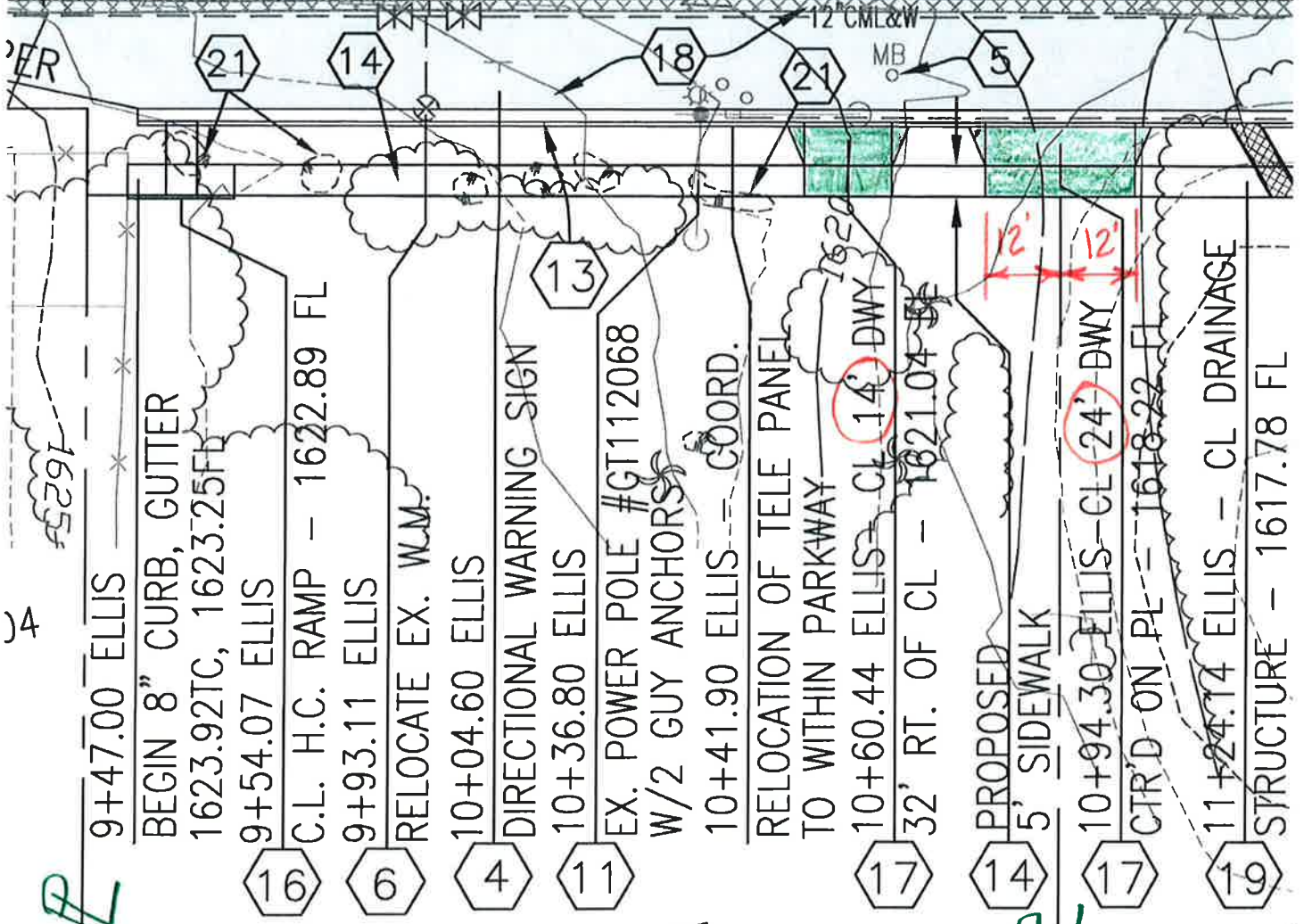
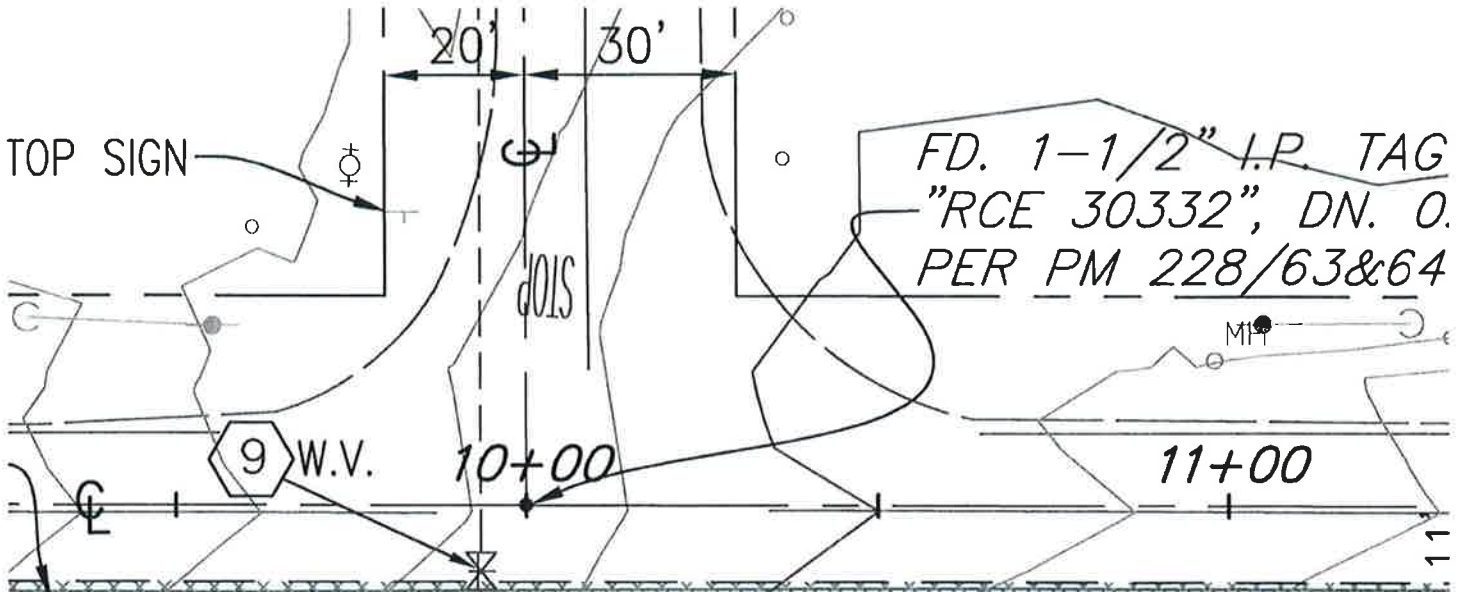
15

ASSESSOR'S MAP BK. 343 PR. 13
RIVERSIDE COUNTY, CALIF.

343
02

EXHIBIT "B"
Construction Plans

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



FD. 1-1/2" I.P. TAG
 "RCE 30332", DN. 0.
 PER PM 228/63&64

1625

1625

343-130-003

ROAD MAI
 S5