

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

530
A



SUBMITTAL DATE:
February 27, 2014

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBJECT: Right of Way Acquisition Agreement for the Krameria Avenue Sidewalk Project – Woodcrest, District 1, [\$13,500] 100% Measure A Gas Tax Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0535-003A, within a portion of Assessor's Parcel Number 274-110-011;
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County;
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

(Continued)



Juan C. Perez, Director
Transportation and Land Management



Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 13,500	\$ 0	\$ 13,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Measure A Gas Tax Fund – 100%
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE
BY: 
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

DATE

BY: PATRICIA MUNROE

FISCAL PROCEDURES APPROVED

RAUL-ANGULO, CPA, AUDITOR-CONTROLLER
BY:  2/26/14

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 3.32 of 6/5/12

District: 1/1

Agenda Number:

3-15

RECOMMENDED MOTION:

4. Authorize and allocate the sum of \$8,600 to acquire a fee simple interest of a portion of Assessor's Parcel Number 274-110-011 and \$4,900 to pay all related transaction costs.

BACKGROUND:

Summary

The County of Riverside Transportation Department (RCTD) constructed a sidewalk project located on the north side of Krameria Avenue, between Gardner Street and Gamble Street, adjacent to the Miller Middle School in the Woodcrest area (Project).

The Notice of Exemption was filed and posted on April 7, 2011. RCTD staff conducted a review of the Project and determined that the Project is exempt for the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).

On June 5, 2012, the Board approved Item 3.32, Right of Way Acquisition Agreement between the County and Dave and Tina Loudon (Loudon). During the escrow process, it was discovered that the property was no longer owned by Loudon. The property was conveyed to Shaun LaVenant (LaVenant). The escrow with Loudon did not close, Loudon did not receive any compensation for the right-of-way to be acquired, and the deed was not recorded. Since Loudon no longer owned the property, a new agreement with LaVenant is necessary.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 274-110-011 for the purchase price of \$8,600 from LaVenant. There are costs of \$4,900 associated with this transaction. LaVenant will execute a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 274-110-011, referenced as Parcel 0535-003A.

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

Impact on Residents and Businesses

Installation of the sidewalk will reduce the potential for vehicle and pedestrian conflicts; thus, improving public safety in the area.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 274-110-011:

Acquisition:	\$ 8,600
Estimated Title and Escrow Charges:	1,000
Preliminary Title Report:	400
EDA/FM Staff Time:	3,500
Total Estimated Acquisition Costs:	\$13,500

Attachment: Right of Way Acquisition Agreement (4)

1 PROJECT: KRAMERIA SIDEWALK PROJECT

2 PARCEL: 0535-003A

3 APN: 274-110-011 (PORTION)

4
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

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

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the Woodcrest
12 area of the County of Riverside, State of California, as depicted on the Plat Map
13 identified as Attachment "1," attached hereto and made a part hereof. The real property
14 consists of 1.57 acres of land improved with a single family residence and is also
15 known as Assessor's Parcel Number: 274-110-011 (Property); and

16 WHEREAS, Grantor desires to sell to the County and the County desires to
17 purchase a portion of the Property (ROW), for the purpose of constructing the Krameria
18 Sidewalk Project (Project) as follows: a fee simple interest in favor of the County
19 referenced as Parcel 0535-003A and described on Attachment "2," attached hereto
20 and made a part hereof; pursuant to the terms and conditions set forth herein; and

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

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

26 **ARTICLE 1. AGREEMENT**

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

1 2. Consideration. For good and valuable consideration, Grantor agrees to
2 sell and convey to the County, and the County agrees to purchase from Grantor all of
3 the Right-of-Way Property described herein, under the terms and conditions set forth in
4 this Agreement. The full consideration for the Right-of-Way Property consists of the
5 purchase price amount for the real property interests to be acquired by the County
6 (“Purchase Price”) The Purchase Price in the amount of Eight Thousand Six Hundred
7 Dollars (\$8,600) is to be distributed to Grantor in accordance with this Agreement.
8 Grantor will be responsible for any apportionment or allocation of the Purchase Price if
9 required for any separately held interests that may exist.

10 3. County Responsibilities.

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

22 B. Upon the opening of Escrow, the County shall deposit the
23 Consideration as follows:

24 i. Purchase Price. Deposit into Escrow the Purchase Price in
25 the amount of Eight Thousand Six Hundred Dollars (\$8,600) (“Deposit”).

26 C. On or before the date that Escrow is to close (“Close of Escrow”):

27 i. Closing Costs. County will deposit to Escrow Holder
28 amounts sufficient for all escrow, recording and reconveyance fees incurred in this

1 transaction, and if title insurance is desired by County, the premium charged therefore.
2 Said escrow and recording charges shall not include documentary transfer tax as
3 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
4 Taxation Code section 11922.

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

8 D. County will authorize the Escrow Holder to close Escrow and
9 release the Deposit, in accordance with the provisions herein, to Grantor conditioned
10 only upon the satisfaction by County.

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

14 a. The grant deed executed, acknowledged and delivered
15 to Lorie G. Houghlan, Real Property Agent for the County or to Escrow Holder,
16 substantially in the form attached hereto as Attachment "3," (Grant Deed) granting the
17 portion of the Property, subject to the following:

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

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

24 3. Easement or right of way of record over said
25 land for public or quasi-public utility or public street purposes, if any;

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

1 5. Any other taxes owed whether current or
2 delinquent are to be made current .

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

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

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

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

14 G. County shall pay Grantor for Items 1 and 2 listed in Attachment "4."
15 The amount is included in Paragraph 2 above.

16 H. County shall not oversee nor bear responsibility for ensuring
17 whether Grantor expends the compensation tendered to Grantor to replace Items 1
18 and 2 described in Attachment "4."

19 2. Grantor Responsibilities.

20 A. Execute and acknowledge Grant Deed in favor of the County of
21 Riverside dated _____ identified as Parcel Number 0535-003A; and deliver deed
22 to Lorie G. Houghlan, Real Property Agent for the County or to the Escrow Holder.

23 B. Retain the contractor(s) to complete the necessary work listed as
24 Items 1 and 2 in Attachment "4" and directly compensate each contractor for all costs,
25 fees, and expenses. The County is not responsible for any payment to the
26 contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold
27 harmless the County, its officers, employees, officials, representatives or agents free
28 from and against any and all claims, liabilities, penalties, forfeitures, losses or

1 expenses, including reasonable attorneys' fees, whatsoever arising from or caused by
2 any actions or omissions of Grantor in connection with Grantor's selection and use of
3 any of the contractors.

4 C. 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 D. 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 7. Any action at law or in equity brought by either of the Parties 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 8. Grantor and its assigns and successors in interest shall be bound by all
7 the terms and conditions contained in this Agreement, and all the Parties thereto shall
8 be jointly and severally liable thereunder.

9 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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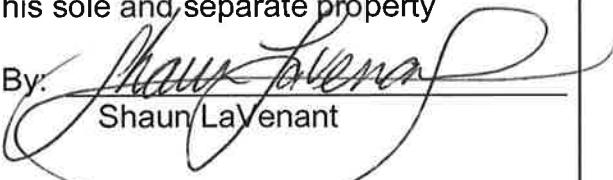
1 In Witness Whereof, the Parties have executed this Agreement the day and year below
2 written.

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4 Dated: 1/2/14

5 COUNTY:
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7 COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California

GRANTOR:
SHAUN LAVENANT, a married man as
his sole and separate property

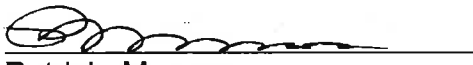
9 By: _____
10 Jeff Stone, Chairman
11 Board of Supervisors

By: 
Shaun Lavenant

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

15 By: _____
16 Deputy

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

20 By: 
21 Patricia Munroe
22 Deputy County Counsel

ATTACHMENT "1"

Assessor's Plat Map

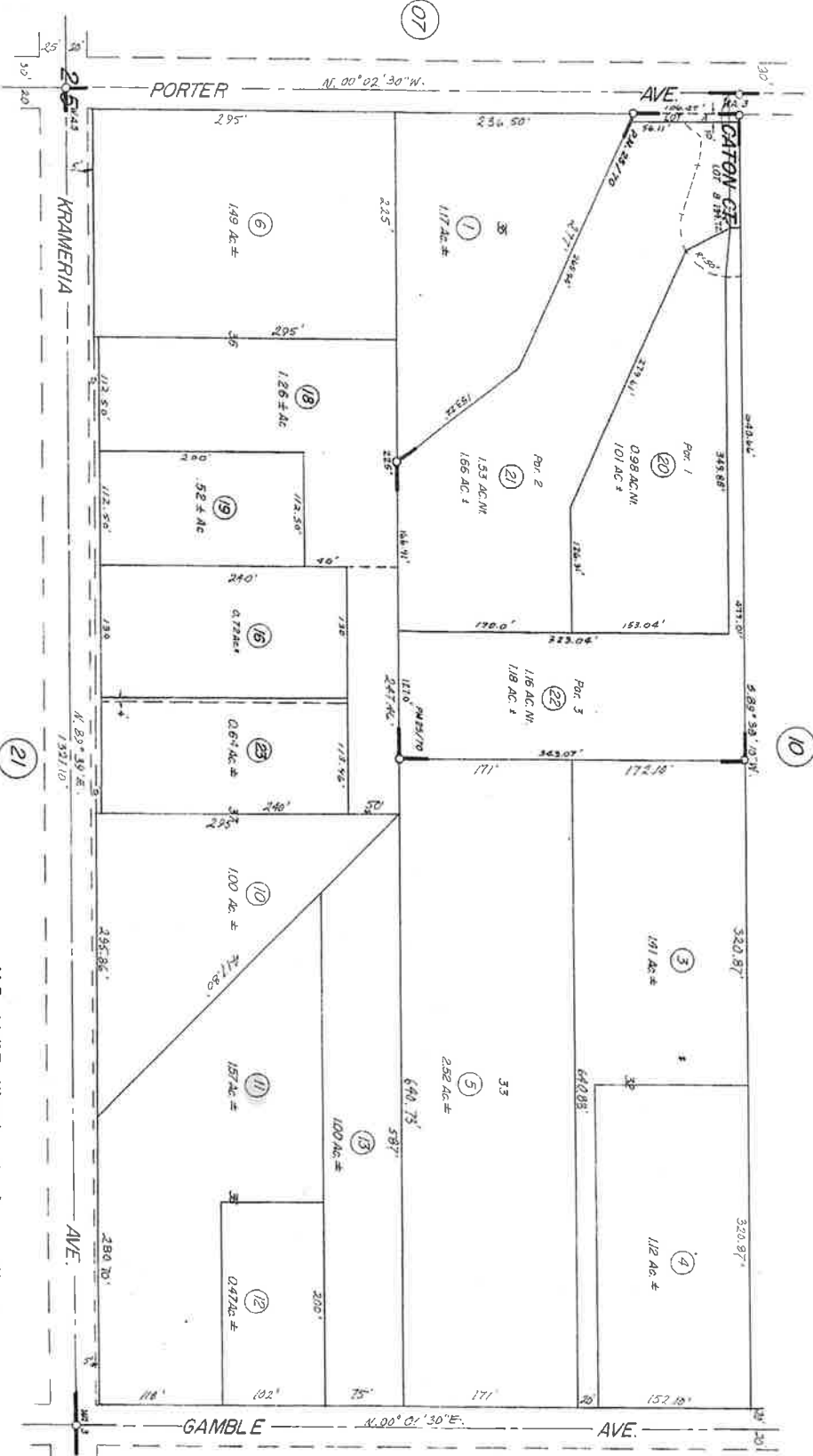
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THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

POR. SW 1/4 NE 1/4 SEC. 25 T.3S. R.5 W.

T.R.A. 8897

11-47-4
274-11



ASSESSOR'S MAP BK. 274 PG. 11
RIVERSIDE COUNTY, CALIF.

M.B. 14,67 Woodcrest Acres No. 3
P.M. 25/70-71 Parcel Map 6892

DEC. 1973

DATE	OLD NO.	NEW NO.
4-75	15	18, 17
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8-82	14, 17	2, 3

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ATTACHMENT "2"
Legal Description and Plat Map

EXHIBIT "A"
LEGAL DESCRIPTION
0535-003A

BEING A PORTION OF THE SOUTHERLY 220.00 FEET OF LOT 38 OF A MAP ENTITLED "WOODCREST ACRES NUMBER 3" ON FILE IN BOOK 14, PAGES 67 AND 68 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID 220.00 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT 38, EXCEPTING THEREFROM THE NORTHERLY 102.00 FEET OF THE EASTERLY 200.00 FEET, LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (20.00 FOOT NORTHERLY HALF-WIDTH) AND GAMBLE AVENUE (20.00 FOOT WESTERLY HALF-WIDTH) BOTH ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 120, RECORDS OF SAID COUNTY AND AS SHOWN ON SAID "WOODCREST ACRES NUMBER 3" MAP;

THENCE N 89°34'54" W ALONG SAID CENTERLINE OF KRAMERIA AVENUE, A DISTANCE OF 19.87 FEET;

THENCE N 00°25'06" E, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GAMBLE AVENUE, BEING THE SOUTHEASTERLY CORNER OF SAID LOT 38, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.69 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 38, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 5, 1954 IN OFFICIAL RECORD BOOK 1637, PAGE 206, RECORDS OF SAID RECORDER;

THENCE N 46°40'08" W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 38, AND ALONG THE EASTERLY LINE OF SAID GRANT DEED, AND PROLONGATION THEREOF, A DISTANCE OF 14.69 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF KRAMERIA AVENUE;

THENCE S 89°34'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 266.61 FEET TO AN ANGLE POINT;

THENCE N 45°36'44" E, A DISTANCE OF 21.15 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF GAMBLE AVENUE;

THENCE N 00°48'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.93 FEET;

THENCE S 89°11'37" E, A DISTANCE OF 10.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF GAMBLE AVENUE;

THENCE S 00°48'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.77 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 3,230 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 10/18/2011



- LINE DATA
- ① N 89°34'54" W 19.87'
 - ② N 00°25'06" E 20.00'
 - ③ N 46°40'08" W 14.69'
 - ④ N 45°36'44" E 21.15'
 - ⑤ N 00°48'23" E 10.93'
 - ⑥ S 89°11'37" E 10.00'
 - ⑦ S 00°48'23" W 35.77'



T. 3S. R. 5W., S.B.M.
NE 1/4 SECTION 25

NORTH LINE LOT 38

COUNTY OF RIVERSIDE

WOODCREST ACRES NO. 3
MB 14/67-68

LOT 38

SURVEYOR'S NOTES:

- () INDICATES RECORD DATA PER MB 14/67-68.
- () INDICATES RECORD DATA PER INST. NO. 2004-0153791, REC. 3/4/2004.

GRANT DEED
INST. 2004-0153791
REC. 03/04/2004

DAVE LOUDEN & TINA L. LOUDEN
APN. 274-110-011

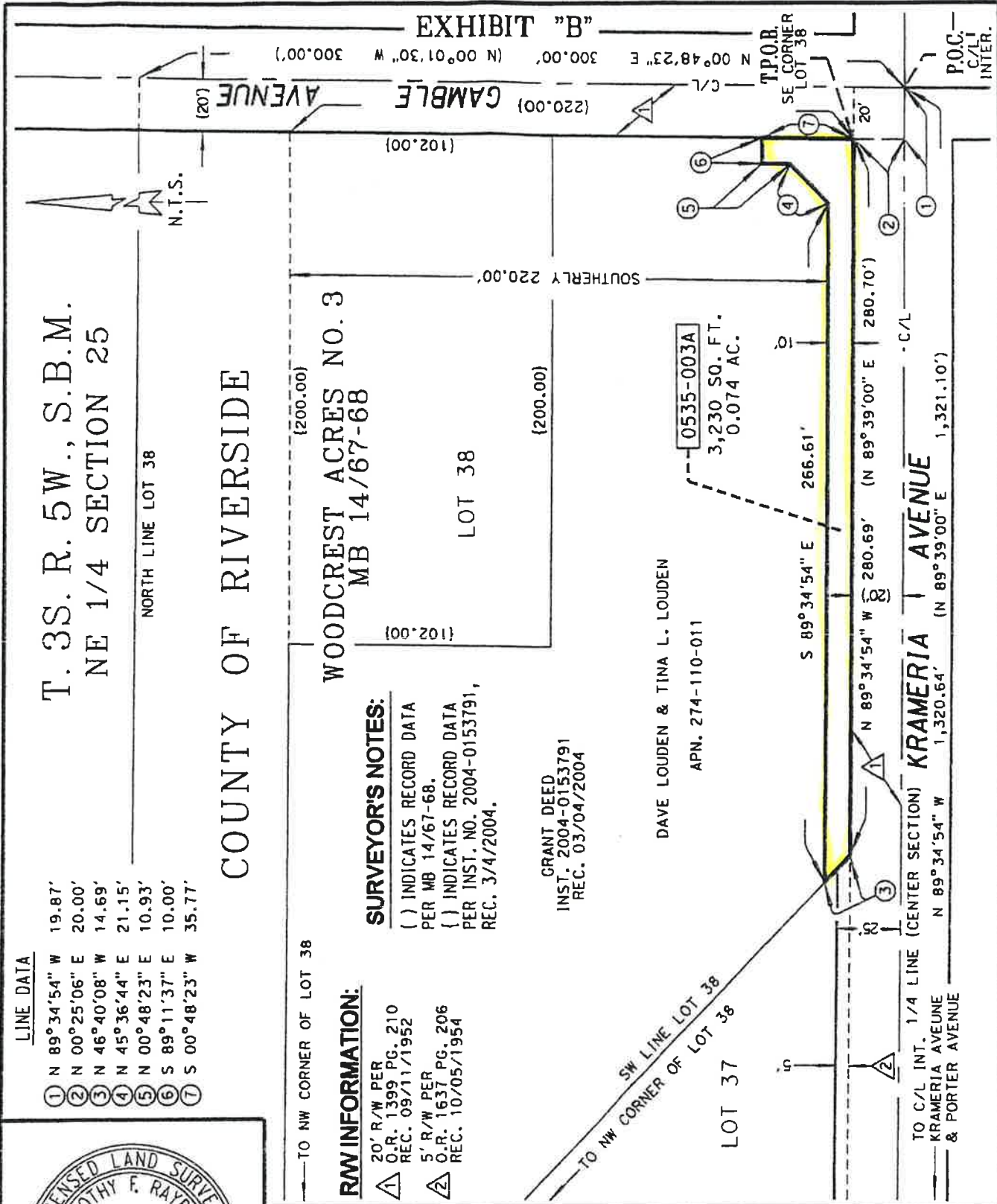
RAW INFORMATION:

- △ 20' R/W PER O.R. 1399 PG. 210 REC. 09/11/1952
- △ 5' R/W PER O.R. 1637 PG. 206 REC. 10/05/1954

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	
PROJECT:	KRAMERIA AVENUE
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	

PAR. NO.:	0535-003A
PREPARED BY:	KNV
SCALE:	N.T.S.
DATE:	OCTOBER, 2011
W.O. NO.:	CO-0535
SHEET 1 OF 1	

APPROVED BY: *Timothy F. Rayburn* DATE: 10/18/2011



ATTACHMENT "3"

Form of Deed

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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 400
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)

LGH:sl/121813/316TR/16.563

(Space above this line reserved for Recorder's use)

PROJECT: KRAMERIA SIDEWALK
PROJECT
PARCEL: 0535-003A
APN: 274-110-011 (portion)

GRANT DEED

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

SHAUN LAVENANT, a married man as his sole and separate property

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

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

PROJECT: KRAMERIA SIDEWALK PROJECT
 PARCEL: 0535-003A
 APN: 274-110-011 (portion)

Dated: _____

GRANTOR:

SHAUN LAVENANT, a married man as
 his sole and separate property

 Shaun LaVenant

STATE OF CALIFORNIA)
)
 COUNTY OF _____)ss
)

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]

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]

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

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from SHAUN LAVENANT, a married man as his sole and separate property, to the COUNTY OF RIVERSIDE, is hereby accepted 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
Juan C. Perez, Director of Transportation

By: _____, Deputy

ATTACHMENT "4"

Item	Description	Amount
1.	2,500 square feet of seeded lawn	\$2,500
2.	One large Queen Palm	<u>\$1,250</u>
	Total Landscaping	\$3,750

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