

FORM APPROVED COUNTY COUNSEL  
 BY: PATRICIA MUNROE  
 DATE: 7/16/14

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

442



**FROM:** Economic Development Agency/Facilities Management and Transportation Department

**SUBMITTAL DATE:**  
 September 11, 2014

**SUBJECT:** Right of Way Acquisition Agreement for the Michigan Avenue and Main Street Traffic Signal Project – Highgrove area, District 5/District 2, [\$26,400 total]; 50% Measure A, 50% Gas Tax

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for a permanent easement located within a portion of Assessor's Parcel Number 255-080-006;
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;

(Continued)

Departmental Concurrence

*Juan C. Perez*  
 Juan C. Perez, Director  
 Transportation Land Management

*Robert Field*  
 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	\$ 26,400	\$ 0	\$ 26,400	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Measure A - 50%, Gas Tax - 50%  
**Budget Adjustment:** No  
**For Fiscal Year:** 2014/15

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Rohini Dasika*  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Esteban Hernandez* 9/15/14

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

**RECOMMENDED MOTION: (Continued)**

4. Authorize and allocate the sum of \$19,600 to acquire a permanent easement for road purposes located within a portion of Assessor's Parcel Number 255-080-006; and
5. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$6,800 for due diligence and staff expenses.

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (RCTD) constructed a project which consisted of minor road widening improvements and installation of a traffic signal at the intersection of Michigan Avenue and Main Street in the unincorporated county area of Highgrove (Project).

On August 10, 2010, the Board approved Minute Order 3.71 which adopted the Mitigated Negative Declaration for Environmental Assessment No. 42214.

On May 3, 2011, the Board approved Minute Order Number 3.21, Acquisition Agreement between the County and Juan S. Garcia and Laura Fonseca (Garcia/Fonseca). During the escrow process, it was discovered that the property was foreclosed upon by Deutsche Bank and no longer owned by Garcia/Fonseca. The property was subsequently conveyed from Deutsche Bank to the current owner, Shark Investments (Shark). Since Garcia/Fonseca no longer owned the property, escrow did not close, no compensation for the right-of-way to be acquired was received, and the deed was not recorded, a new agreement with Shark Investments was necessary.

The Economic Development Agency/Facilities Management (EDA/FM) negotiated the acquisition of a portion of Assessor's Parcel Number 255-080-006 for the purchase price of \$19,600 from Shark. There are costs of \$6,800 associated with this transaction. Shark will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 255-080-006.

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

**Impact on Citizens and Businesses**

Installation of the traffic signal will improve public safety.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 255-080-006:

Acquisition:	\$19,600
Estimated Title and Escrow Charges:	1,000
Preliminary Title Report:	400
EDA/FM Staff Time	5,400
Total Estimated Acquisition Costs:	\$26,400

Attachment:

Right of Way Acquisition Agreement (4)

1 PROJECT: MICHIGAN AVENUE AND MAIN STREET  
2 TRAFFIC SIGNAL PROJECT  
3 APN: 255-080-006 (PORTION)  
4  
5

6 **RIGHT OF WAY ACQUISITION AGREEMENT**

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
9 ("County"), and SHARK INVESTMENTS, LLC, a California limited liability company  
10 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 38 Michigan  
13 Avenue within the unincorporated Highgrove area of Riverside County, State of  
14 California, as depicted on the Plat Map identified as Attachment "1," attached hereto  
15 and made a part hereof. The real property consisting of 13,068 square feet of land  
16 improved with a single-family residence and is also known as Assessor's Parcel  
17 Number: 255-080-006 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desires to  
19 purchase a permanent easement ("ROW"), for the purpose of constructing a traffic  
20 signal at the intersection of Michigan Avenue and Main Street ("Project") as follows: an  
21 Easement Deed in favor of County of Riverside for road and utility purposes, including  
22 drainage purposes, referenced as Attachment "2," attached hereto and made a part  
23 hereof; and

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:

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**ARTICLE 1. AGREEMENT**

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

2. Consideration. For good and valuable consideration, Grantor agrees to sell and convey to the County, and the County agrees to purchase from Grantor all of the Right-of-Way Property described herein, under the terms and conditions set forth in this Agreement. The full consideration for the Right-of-Way Property consists of the purchase price amount for the real property interest to be acquired by the County ("Purchase Price"). The Purchase Price in the amount of Nineteen Thousand Six Hundred Dollars (\$19,600) is to be distributed to Grantor in accordance with this Agreement.

3. County Responsibilities:

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

B. Upon the opening of Escrow, the County shall deposit the consideration as follows:

1 i. Purchase Price. Deposit into Escrow the Purchase  
2 Price in the amount of Nineteen Thousand Six Hundred Dollars (\$19,600) (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 ii. County will deposit all other such documents  
12 consistent with this Agreement as are reasonably required by Escrow Holder or  
13 otherwise to close escrow.

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

17 i. The deposit of the Easement Deed executed,  
18 acknowledged and delivered to Lorie G. Houghlan, Real Property Agent for the County  
19 or to the Escrow Holder, substantially in the form attached hereto as Attachment "3,"  
20 ("Deed") for recordation in the Official Records of the County Recorder of Riverside  
21 County ("Official Records") granting the portion of the Property, subject to the following:

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

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

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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 4. Grantor Responsibilities.

20 A. Execute and acknowledge an Easement Deed in favor of the  
21 County for road and utility purposes, including drainage purposes, dated \_\_\_\_\_  
22 and deliver deed to Lorie G. Houghlan, Real Property Agent for the County or to the  
23 Escrow Holder.

24 B. Grantor shall indemnify, defend, protect, and hold the County of  
25 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
26 Supervisors, elected and appointed officials, employees, agents, representatives,  
27 successors, and assigns free and harmless from and against any and all claims,  
28 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,

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

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

## 23 **ARTICLE II. MISCELLANEOUS**

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

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

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

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

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

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

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

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

28                   (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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.

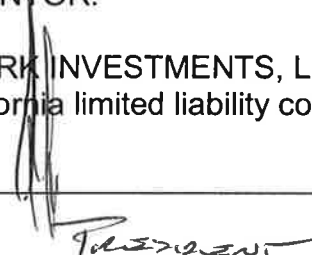
4 In Witness Whereof, the Parties have executed this Agreement the day and year  
5 last below written.

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7 Dated: \_\_\_\_\_

8 COUNTY:  
9 COUNTY OF RIVERSIDE, a political  
10 subdivision of the State of California

GRANTOR:  
SHARK INVESTMENTS, LLC, a  
California limited liability company

11 By: \_\_\_\_\_  
12 Jeff Stone, Chairman  
13 Board of Supervisors

By: \_\_\_\_\_  
Its:  \_\_\_\_\_

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

17 By: \_\_\_\_\_  
18 Deputy

19 APPROVED AS TO FORM:  
20 Gregory P. Priamos, County Counsel

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

ATTACHMENT "1"  
Assessor's Plat Map

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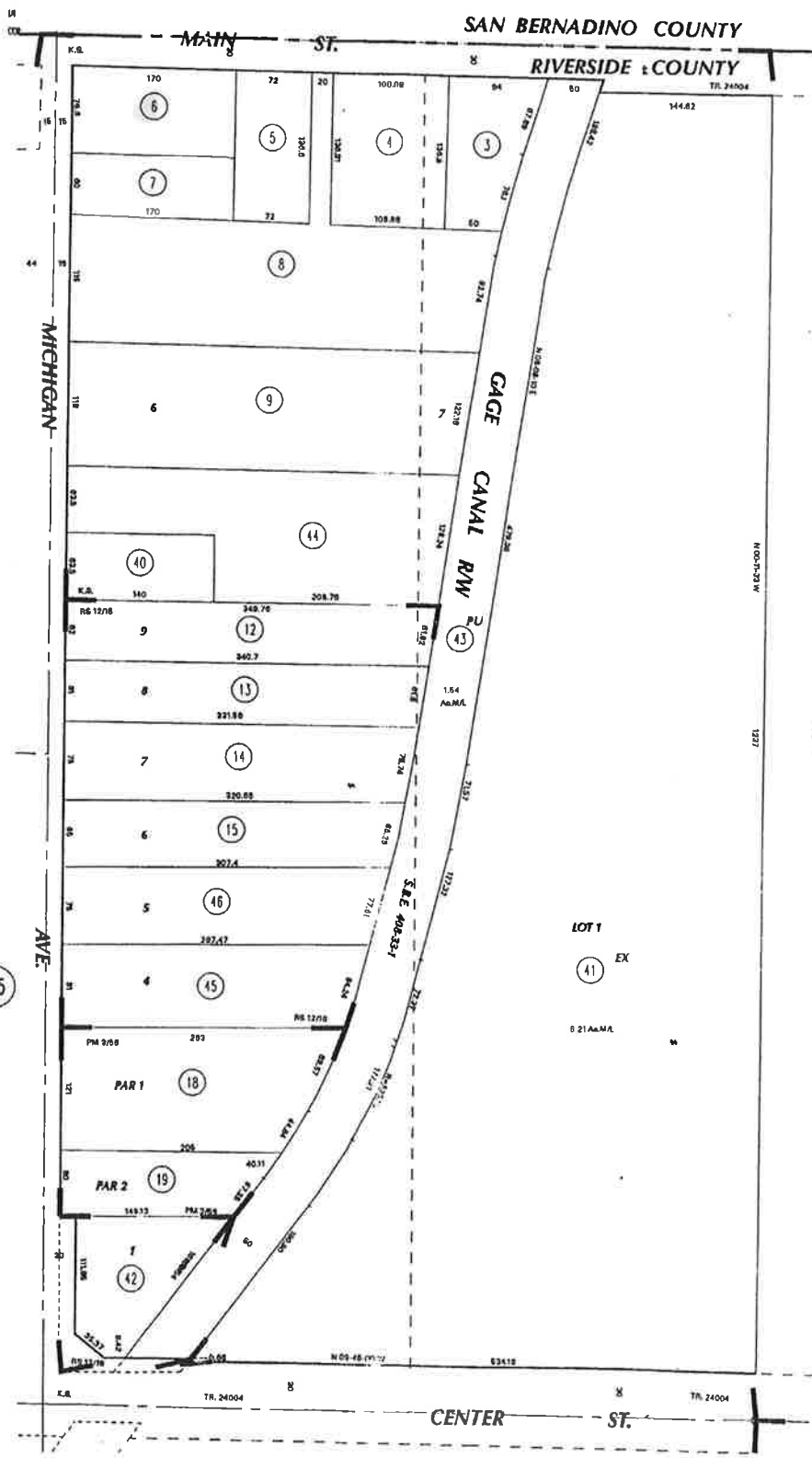
NOV 01 2004

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR. NE 8 T. 2S., R. 4 W

T. R. A. 088-001

255-08  
12-30



ASSESSOR'S MAP BK. 255 PG. 08  
Riverside County, Calif. 02/08

MB 8/40 S.B. Kendall I Subdivision  
RS 12/18  
PM 3/59  
WB 203/15, 16 Tract No. 24004  
0-1 2004

DATE	DESCRIPTION	BY WHOM
01/15/04	1	MB
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01/15/04	7	MB
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ATTACHMENT "2"  
Legal Description and Plat Map

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**Exhibit "A"**  
**Legal Description**  
**Michigan Avenue Public Road and Utility Easement**

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JUAN S. GARCIA AND LAURA FONSECA, HUSBAND AND WIFE DESCRIBED AS EXHIBIT "A" BY GRANT DEED RECORDED JULY 5, 2002 AS INSTRUMENT NUMBER 02-370767, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA. ALSO BEING A PORTION OF LOT 6 OF MRS. M.M. KENDALL'S SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 40 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF MAIN STREET (30.00 FOOT HALF-WIDTH) AS ADOPTED BY BOARD RESOLUTION DATED MAY 3, 1948 PURSUANT TO SUPERVISORS MINUTES BOOK 40, PAGE 239, AND THE CENTERLINE OF MICHIGAN AVENUE SOUTH (15.00 FOOT HALF-WIDTH) AS ADOPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN BOOK 1399, PAGES 214 AND 215, SAID OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID INTERSECTION BEING A POINT ON THE COMMON BOUNDARY LINE BETWEEN THE COUNTY OF SAN BERNARDINO AND THE COUNTY OF RIVERSIDE, AS SHOWN ON MAP 844-C ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA. SAID BOUNDARY LINE ALSO BEING THE NORTH LINE OF THE NORTH WEST ONE QUARTER OF SAID SECTION 8;

THENCE SOUTH 89°07'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 3.19 FEET TO THE NORTH ONE QUARTER CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF SAID CENTERLINE OF MAIN STREET AND THE CENTERLINE OF MICHIGAN AVENUE (NORTH) AS SHOWN ON SAID MAP 844-C;

THENCE SOUTH 89°10'31" EAST CONTINUING ALONG SAID CENTERLINE OF MAIN STREET AND THE NORTH LINE OF THE NORTH EAST ONE QUARTER OF SAID SECTION 8, A DISTANCE OF 11.95 FEET;

THENCE SOUTH 00°49'29" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MICHIGAN AVENUE (SOUTH), SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 6 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°10'31" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 27.00 FEET;

**Exhibit "A"**  
**Legal Description**  
**(Continued)**

THENCE SOUTH 45°41'00" WEST A DISTANCE OF 16.93 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF THE CENTERLINE OF SAID MICHIGAN AVENUE (SOUTH);

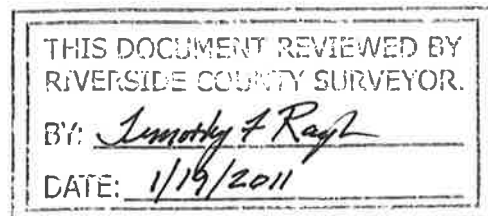
THENCE SOUTH 00°33'07" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 64.38 FEET TO THE SOUTH LINE OF SAID INSTRUMENT NO. 02-370767;

THENCE SOUTH 89°58'07" WEST ALONG SAID SOUTH LINE A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER THEREOF BEING A POINT ON SAID EAST RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SOUTH);

THENCE NORTH 00°33'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 76.60 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.028 ACRES (1219.50 S.F.), MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.



MICHIGAN AVENUE (NORTH)

TOWNSHIP 2 SOUTH  
RANGE 4 WEST  
SECTION 5

PER MAP 844-C ON FILE IN THE OFFICE OF  
THE COUNTY SURVEYOR OF RIVERSIDE COUNTY

MAIN STREET

PER BOARD RESOLUTION DATED  
5/3/1948 PURSUANT TO SUPERVISORS  
MINUTES BOOK 40, PAGE 239

S89°07'08"E  
3.19'  
P.O.C.

NORTH 1/4 CORNER  
OF SECTION 8

S89°10'31"E  
27.00'

S89°10'31"E

COUNTY OF SAN BERNARDINO

COUNTY OF RIVERSIDE

S89°07'08"E  
2635.62' TO  
INTERSECTION  
OF TAYLOR ST  
AND MAIN ST

N0°33'07"E  
42.14'

S89°10'31"E  
11.95'

S00°49'29"W  
30.00'

S00°49'29"W  
30.00'

TOWNSHIP 2 SOUTH  
RANGE 4 WEST  
SECTION 8

30'

T.P.O.B.  
NE COR  
LOT 6

S89°10'31"E  
27.00'

EXISTING R/W

PROJECT INFORMATION

1 R/W PER BK. 1399, PG 214 O.R.  
RECORDED 9/11/1952

2 R/W PER BOARD OF SUPERVISORS  
MINUTE BOOK 40, PG 239,  
DATED 5/3/1948

S89°26'53"E  
30.00'

S45°41'00"W 16.93'

15'

15'

MICHIGAN AVENUE (SOUTH)

N00°33'07"E

N00°33'07"E  
76.60'

S00°33'07"W  
64.38'

INSTRUMENT NO. 02-370767  
RECORDED JULY 5, 2002

APN 255-080-006

MRS. M.M. KENDALL'S SUB-DIVISION  
BK. 8, PG. 40, RECORDS OF  
SAN BERNARDINO COUNTY

S89°58'07"W 15.00'

LOT 6

THIS DOCUMENT IS CONTROLLED BY  
RIVERSIDE COUNTY SURVEYOR  
BY: *Samuel F. Ray*  
DATE: 1/19/2011

APN 255-080-007



EPIC ENGINEERS

CIVIL ENGINEERING  
PLANNING

LAND SURVEYING  
CONSTRUCTION MANAGEMENT

101 E. REDLANDS BOULEVARD  
SUITE 146  
REDLANDS, CA 92373

TELE 909-792-5969  
FAX 909-792-8869

EXHIBIT 'B'

MICHIGAN AVENUE PUBLIC ROAD  
AND UTILITY EASEMENT  
WORK ORDER # B9-0953

W.O. 67.03

BY: ADL

DATE: 1/11/2011

SCALE: 1" = 20'

SHEET: 1 OF 1

ATTACHMENT "3"

Deed Form

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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 10<sup>th</sup> 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)

SV:ra/051414/304TR/16.896

(Space above this line for Recorder's use)

PROJECT: Michigan Avenue and Main  
Street Traffic Signal Project  
APN: 255-080-006 (Portion)

## EASEMENT DEED

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

Shark Investments, LLC, a California limited liability company

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: Michigan Avenue and Main Street Traffic Signal Project  
APN: 255-080-006 (Portion)

Dated: \_\_\_\_\_

**GRANTOR:**

Shark Investments, LLC, a California  
limited liability company

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]

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 SHARK INVESTMENTS, LLC, a California limited liability company, 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  
Juan C. Perez, Director of Transportation

By: \_\_\_\_\_, Deputy