

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

825 A



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

**SUBMITTAL DATE:**  
October 8, 2014

**SUBJECT:** Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Machado Street Sidewalk Project; District 1/District 1; [\$32,676]; Gas Tax 100%

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

1. Approve the attached Right of Way Acquisition Agreement for Parcels 0134-001, located on a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016;
2. Approve the attached Temporary Construction Access Agreement for Parcels 0134-001A, located on a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016;
3. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

*Patricia Romo*

Patricia Romo Assistant Director of Transportation, for Juan C. Perez Director of Transportation and 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	\$ 32,676	\$ 0	\$ 32,676	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Gas Tax 100% 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**

FORM APPROVED COUNTY COUNSEL  
BY: *Anita C. Willis* 9-18-14  
DATE: ANITA C. WILLIS

FISCAL PROCEDURES APPROVED  
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER  
BY: *Esteban Hernandez* 10/7/14

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

**RECOMMENDED MOTION:** (Continued)

4. Authorize and allocate the amount of \$23,481 for the permanent easement identified as Parcel 0134-001, located within a portion of Assessor Parcel Numbers 379-020-008 and 379-020-016;
5. Authorize and allocate the amount of \$195 for temporary construction access identified as Parcel 0134-001A, located within a portion of Assessor Parcel Numbers 379-020-008 and 379-020-016;
6. 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
7. Authorize reimbursement to EDA/FM-Real Estate Division in the amount not to exceed \$9,000 for due diligence costs and staff time.

**BACKGROUND:**

The Riverside County Transportation Department (RCTD) is proposing to construct a sidewalk project along Machado Street, between Tiller Avenue and approximately 200 feet north of Natalie Drive, near the Lakeside High School in the Lake Elsinore area (Project).

The Notice of Exemption was filed and posted on April 11, 2013. RCTD staff conducted a review of the Project and it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).

The Board approved the following resolutions for the Project: 1) On April 29, 2014, Resolution No. 2014-076, Resolution Agreeing to Hear Future Resolutions of Necessity; 2) On May 6, 2014, Resolution No. 2014-077, Notice of Intention to Adopt a Resolution of Necessity and 3) On June 17, 2014, Resolution No. 2014-078, Authorizing Resolution of Necessity.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016 with Saul Avila (Avila) for the price of \$23,481. There are costs of \$9,000 associated with this transaction. Avila will execute a Grant of Easement in favor of the City of Lake Elsinore referenced as Parcel 0134-001, within Assessor's Parcel Numbers 379-020-008 and 379-020-016.

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

**Impact on Residents and Businesses**

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

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

(Continued)

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

Economic Development Agency/Facilities Management and Transportation Department

**FORM 11:** Right of Way Acquisition Agreement for the Machado Street Sidewalk Project; District 1/District 1;

[\$32,676]; Gas Tax 100%

**DATE:** October 8, 2014

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016:

Acquisition	\$ 23,481
Temporary Construction Easements	195
Estimated Title and Escrow Charges	1,500
Preliminary Title Reports	500
County Appraisal	2,000
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$ 32,676

All costs associated with this property acquisition are fully funded by Gas Tax in the Transportation Department's budget for FY 2014/15. No net county costs will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement (4)

Temporary Construction Access Agreement (4)

1 PROJECT: Machado Street Sidewalk

2 PARCEL(S): 0134-001

3 PORTION OF APNs: 379-020-008 and -016

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 SAUL AVILA, 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 on the south side of  
12 Machado Street, between Tiller Lane and Ulla Lane, in the City of Lake Elsinore,  
13 County of Riverside, State of California, as referenced on the Plat Map identified as  
14 Attachment "1," attached hereto and made a part hereof. The real property consisting  
15 of two single-family residences, also known as Assessor's Parcel Numbers: 379-020-  
16 008 and 379-020-016 ("Property"); and

17 WHEREAS, Grantor desire to sell to the County and the County desires to  
18 purchase a portion of the Property ("ROW"), for the purpose of constructing sidewalk  
19 improvements for the Machado Street Sidewalk Project ("Project") as follows: a  
20 permanent easement in favor of the City of Lake Elsinore for road and utility purposes  
21 referenced as Parcel 0134-001 described on Attachment "2," attached hereto and  
22 made a part hereof; pursuant to the terms and conditions set forth herein; and

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

26 ///

27 ///

28 ///

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

3 **ARTICLE 1. AGREEMENT**

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

6 2. Consideration. For good and valuable consideration, Grantor agrees to  
7 sell and convey to the County, and the County agrees to purchase from Grantor all of  
8 the Right-of-Way Property described herein, under the terms and conditions set forth in  
9 this Agreement. The full consideration for the Right-of-Way Property consists of the  
10 purchase price amount for the real property interests to be acquired by the County  
11 ("Purchase Price") The Purchase Price in the amount of Twenty Three Thousand Four  
12 Hundred and Eighty One Dollars (\$23,481) is to be distributed to Grantor in  
13 accordance with this Agreement. Grantor will be responsible for any apportionment or  
14 allocation of the Purchase Price if required for any separately held interests that may  
15 exist.

16 3. County Responsibilities.

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

28

1           B.     Upon the opening of Escrow, the County shall deposit the  
2 Consideration as follows:

3           i.     Purchase Price. Deposit into Escrow the Purchase Price in  
4 the amount of Twenty Three Thousand Four Hundred and Eighty One Dollars  
5 (\$23,481) ("Deposit").

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

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

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

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

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

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

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

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

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

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

9 5. Any other taxes owed whether current or  
10 delinquent are to be made current.

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

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

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

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

22 G. County shall pay Grantor for Items 1 through 8 listed in Attachment  
23 "4." The amount is included in Paragraph 2 above.

24 H. County shall not oversee nor bear responsibility for ensuring  
25 whether Grantor expends the compensation tendered to Grantor to replace Items 1  
26 through 8 described in Attachment "4."

27 I. County shall, at its sole cost, relocate or replace in kind Items 9  
28 and 10 listed in Attachment "4."

1           4. Grantor Responsibilities.

2           A.     Execute and acknowledge Easement Deed in favor of the City of  
3 Lake Elsinore for road and utility purposes dated \_\_\_\_\_ identified as Parcel  
4 Number 0134-001; and deliver deed to Yolanda King, Real Property Agent for the  
5 County or to the Escrow Holder.

6           B.     Retain the contractor(s) to complete the necessary work listed as  
7 Items 1 through 8 in Attachment "4" and directly compensate each contractor for all  
8 costs, fees, and expenses. The County is not responsible for any payment to the  
9 contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold  
10 harmless the County, its officers, employees, officials, representatives or agents free  
11 from and against any and all claims, liabilities, penalties, forfeitures, losses or  
12 expenses, including reasonable attorneys' fees, whatsoever arising from or caused by  
13 any actions or omissions of Grantor in connection with Grantor's selection and use of  
14 any of the contractors.

15          C.     Grantor shall indemnify, defend, protect, and hold the County of  
16 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
17 Supervisors, elected and appointed officials, employees, agents, representatives,  
18 successors, and assigns free and harmless from and against any and all claims,  
19 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
20 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
21 indirectly, by either (a) the presence in, within, under, or about the parcel for the  
22 presence of hazardous materials, toxic substances, or hazardous substances as a  
23 result of Grantor's use, storage, or generation of such materials or substances or (b)  
24 Grantor's failure to comply with any federal, state, or local laws relating to such  
25 materials or substances. For the purpose of this Agreement, such materials or  
26 substances shall include without limitation hazardous substances, hazardous  
27 materials, or toxic substances as defined in the Comprehensive Environmental  
28 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section



1 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to  
2 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
3 (1988); and those substances defined as hazardous wastes in section 25117 of the  
4 California Health and Safety Code or hazardous substances in section 25316 of the  
5 California Health; and in the regulations adopted in publications promulgated pursuant  
6 to said laws.

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

#### 14 **ARTICLE II. MISCELLANEOUS**

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

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

24 3. The performance of this Agreement constitutes the entire consideration  
25 for the acquisition of the Property and shall relieve the County of all further obligations  
26 or claims pertaining to the acquisition of the Property or pertaining to the location,  
27 grade or construction of the proposed public improvement.  
28

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

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

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

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

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

20                   (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

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

GRANTOR:  
SAUL AVILA, a married man as his sole  
separate property

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

By:     Saul Avila      
Saul Avila

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

18 By: \_\_\_\_\_  
19 Deputy

20 APPROVED AS TO FORM:  
21 Gregory Priamos  
22 County Counsel

23  
24 By:     Patricia Munroe      
25 Patricia Munroe  
26 Deputy County Counsel

27 YK:mr/082514/424TR/16.559 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.559.doc  
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ATTACHMENT "1"  
Assessor's Plat Map

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POR. RO. LA LAGUNA  
POR SEC. 10 T6S. R.5W

TR A. 005-028  
065-001

18-34  
379-02

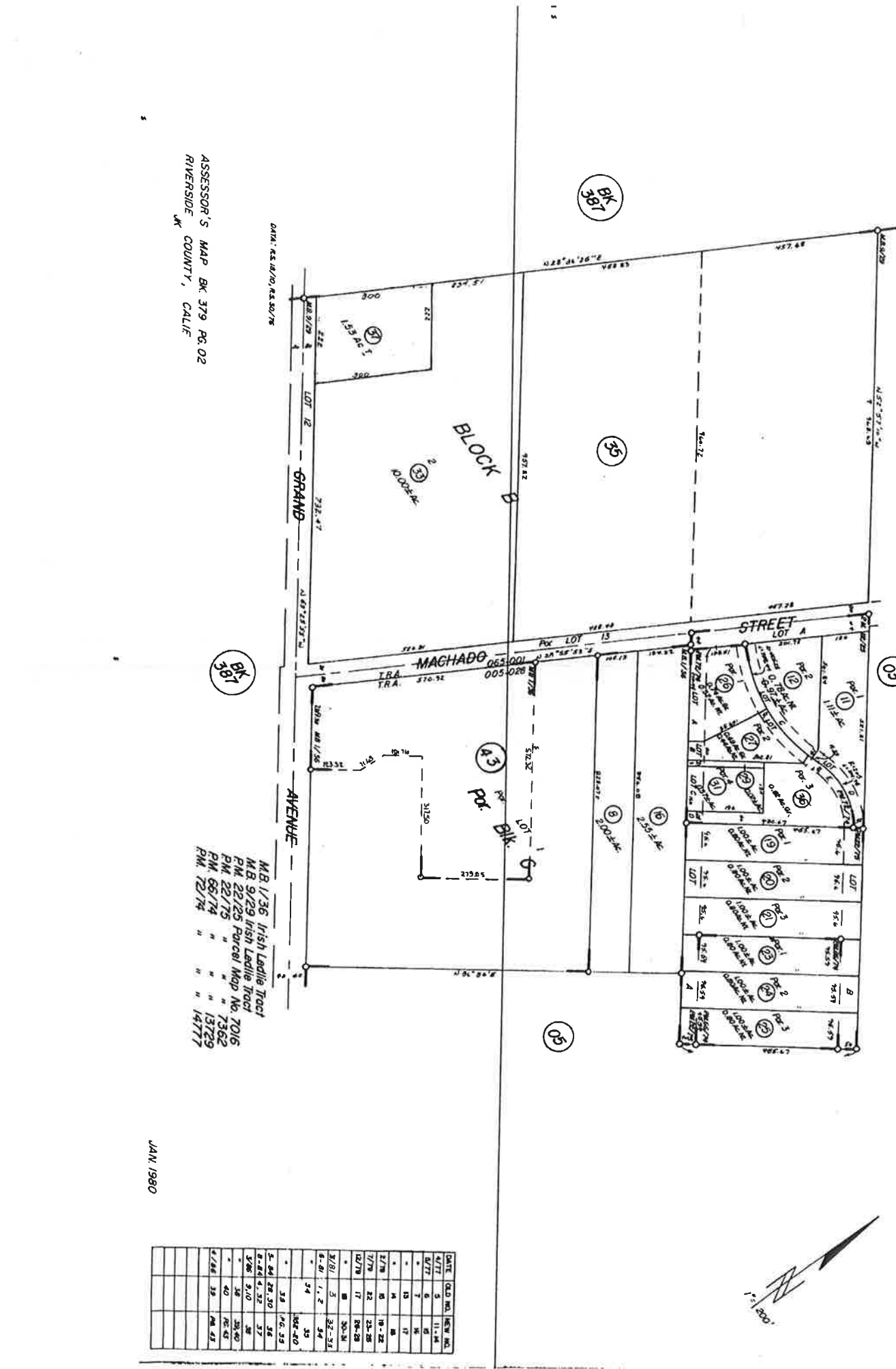
ASSESSOR'S MAP BK. 379 PG. 02  
RIVERSIDE COUNTY, CALIF

DATA: R.S. 18/70, R.S. 50/78

M.B. 1/36 Irish Ladle Tract  
M.B. 9/29 Irish Ladle Tract  
P.M. 22/25 Parcel Map No. 7016  
P.M. 22/75 " " " 1362  
P.M. 66/74 " " " 13729  
P.M. 72/74 " " " 14777

JAN. 1980

DATE	OLD NO.	NEW NO.
4/77	5	11-24
6/77	6	16
7/77	7	17
8/77	8	18
9/77	9	19-22
10/77	10	23-26
11/77	11	27-30
12/77	12	31-34
1/78	13	35-38
2/78	14	39-42
3/78	15	43-46
4/78	16	47-50
5/78	17	51-54
6/78	18	55-58
7/78	19	59-62
8/78	20	63-66
9/78	21	67-70
10/78	22	71-74
11/78	23	75-78
12/78	24	79-82
1/79	25	83-86
2/79	26	87-90
3/79	27	91-94
4/79	28	95-98
5/79	29	99-102
6/79	30	103-106
7/79	31	107-110
8/79	32	111-114
9/79	33	115-118
10/79	34	119-122
11/79	35	123-126
12/79	36	127-130
1/80	37	131-134
2/80	38	135-138
3/80	39	139-142
4/80	40	143-146
5/80	41	147-150
6/80	42	151-154
7/80	43	155-158
8/80	44	159-162
9/80	45	163-166
10/80	46	167-170
11/80	47	171-174
12/80	48	175-178
1/81	49	179-182
2/81	50	183-186
3/81	51	187-190
4/81	52	191-194
5/81	53	195-198
6/81	54	199-202
7/81	55	203-206
8/81	56	207-210
9/81	57	211-214
10/81	58	215-218
11/81	59	219-222
12/81	60	223-226
1/82	61	227-230
2/82	62	231-234
3/82	63	235-238
4/82	64	239-242
5/82	65	243-246
6/82	66	247-250
7/82	67	251-254
8/82	68	255-258
9/82	69	259-262
10/82	70	263-266
11/82	71	267-270
12/82	72	271-274
1/83	73	275-278
2/83	74	279-282
3/83	75	283-286
4/83	76	287-290
5/83	77	291-294
6/83	78	295-298
7/83	79	299-302
8/83	80	303-306
9/83	81	307-310
10/83	82	311-314
11/83	83	315-318
12/83	84	319-322
1/84	85	323-326
2/84	86	327-330
3/84	87	331-334
4/84	88	335-338
5/84	89	339-342
6/84	90	343-346
7/84	91	347-350
8/84	92	351-354
9/84	93	355-358
10/84	94	359-362
11/84	95	363-366
12/84	96	367-370
1/85	97	371-374
2/85	98	375-378
3/85	99	379-382
4/85	100	383-386



ATTACHMENT "2"  
Legal Description and Plat Map

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ATTACHMENT "3"  
Form of Easement Deed

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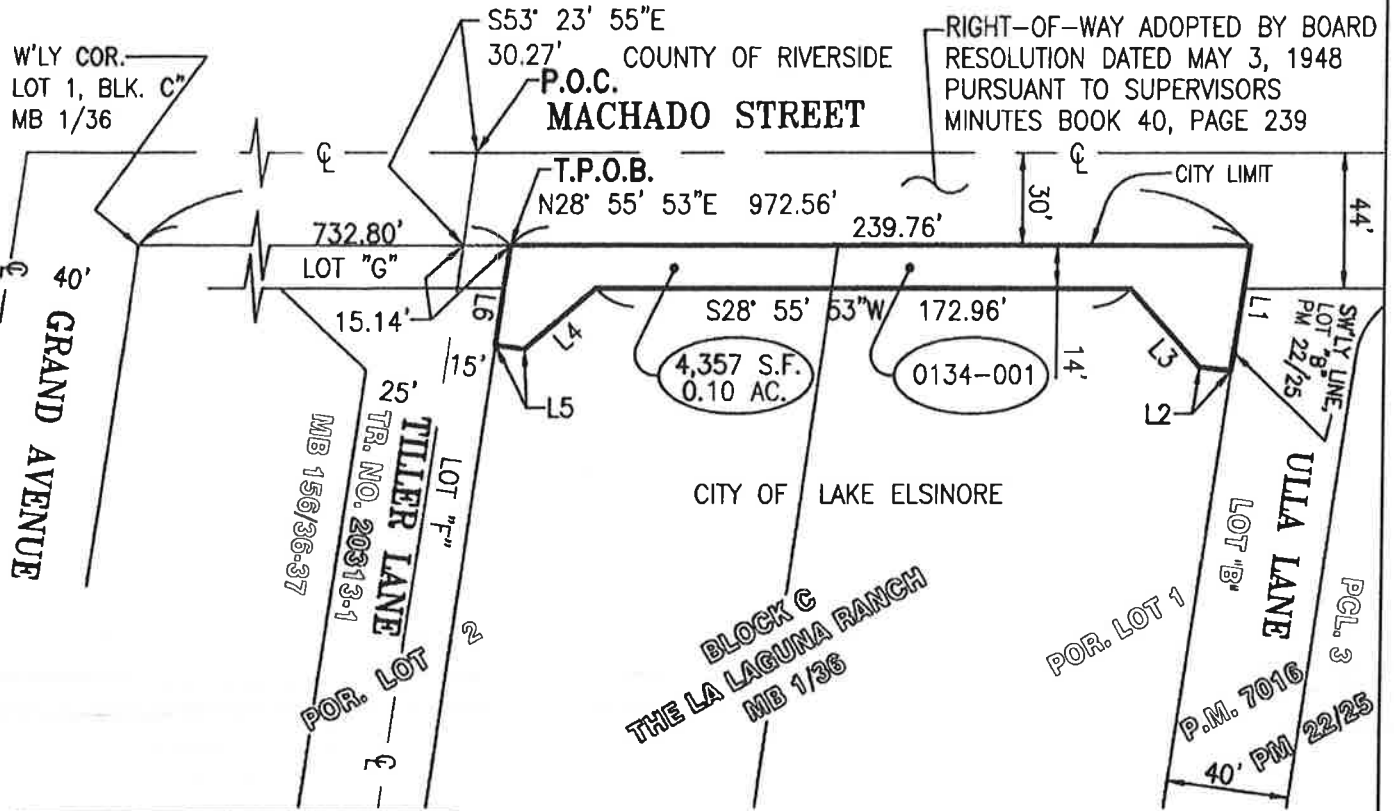
ATTACHMENT "4"

Item	Description	Cost
1	28 LF of concrete curbing	\$99
2	18 LF of chain link fencing	\$261
3	125 square feet of irrigation system	\$119
4	12 small bushes	\$180
5	17 large bushes	\$595
6	30 small palm trees	\$3,450
7	3 large trees	\$1,050
8	Rework irrigation lines	\$500
9	Mailbox	Replace in kind/Relocate by Contractor
10	Post/wire fencing	Replace in kind/Relocate by Contractor
	Total Landscape/Hardscape	\$6,255

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**EXHIBIT "B"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
**0134-001**



LINE DATA TABLE		
LINE #	BEARING	DISTANCE
L1	S52°57'34"E	41.38'
L2	S35°45'29"W	10.40'
L3	S77°20'41"W	34.41'
L4	S12°07'58"E	30.22'
L5	S36°48'10"W	9.49'
L6	N53°23'55"W	32.84'

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.  
 BY: [Signature]  
 DATE: 8-15-13



RANCHO LA LAGUNA  
 SEC. 10, T6S, R5W

**ALBERT A. WEBB ASSOCIATES**

**CITY OF LAKE ELSINORE**

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

SHEET 1 OF 1

W.O. 13-0032

SCALE: 1"=60'

DRWN BY KM  
 CHKD BY AWO

DATE 8-14-13  
 DATE 8-14-12

**EXHIBIT "A"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
**LEGAL DESCRIPTION**  
**0134-001**

Those portions of Lots 1 and 2 in Block "C" of Map of a Portion of the La Laguna Ranch, as shown by map on file in Book 1 of Maps at Page 36 thereof, Records of Riverside County, California, located in the City of Lake Elsinore, County of Riverside, State of California, said portions being described as follows:

**COMMENCING** at the intersection of the centerline of Machado Street (30.00 feet half width southeasterly) with the centerline of Tiller Lane (15.00 feet half width northeasterly) as shown on Tract No. 20313-1 on file in Book 156 of Maps at Pages 36 and 37 thereof, Records of said Riverside County, California;

**Thence** South  $53^{\circ}23'55''$  East along said centerline of Tiller Lane, a distance of 30.27 feet to a point on the northwesterly line of Lot "G" (Machado Street) of said Tract No. 20313-1:

**Thence** North  $28^{\circ}55'53''$  East along said northwesterly line, a distance of 15.14 feet to the most northerly corner of said Tract No. 20313-1, said point also being the **TRUE POINT OF BEGINNING**, said point also being the intersection of the southeasterly right of way line of said Machado Street with the northeasterly right of way line of said Tiller Lane;

**Thence** continuing North  $28^{\circ}55'53''$  East along said southeasterly right of way line of Machado Street, a distance of 239.76 feet to a point thereon, said point being the intersection of said southeasterly right of way line of Machado Street with the southwesterly right of way line of Ulla Lane (40.00 foot half width southwesterly) shown as Lot "B" on Parcel Map 7016 on file in Book 22 of Parcel Maps at Page 25 thereof, Records of said Riverside County, California

**Thence** South  $52^{\circ}57'34''$  East along said southwesterly right of way line of Ulla Lane, a distance of 41.38 feet to a point thereon;

**Thence** leaving said southwesterly right of way line, South  $35^{\circ}45'29''$  West, a distance of 10.40 feet;

**Thence** South  $77^{\circ}20'41''$  West, a distance of 34.41 feet to a point on a line parallel with and distant southeasterly 44.00 feet, measured at right angles, from the centerline of said Machado Street;

**Thence** South  $28^{\circ}55'53''$  West along said parallel line, a distance of 172.96 feet;

**Thence** South  $12^{\circ}07'58''$  East, a distance of 30.22 feet;

**Thence** South  $36^{\circ}48'10''$  West, a distance of 9.49 feet to a point on said northeasterly right of way line of said Tiller Lane;

**EXHIBIT "A"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
**LEGAL DESCRIPTION**  
**0134-001**

**Thence** North 53°23'55" West along said northeasterly right of way line of Tiller Lane, a distance of 32.84 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,357 square feet or 0.10 acre, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

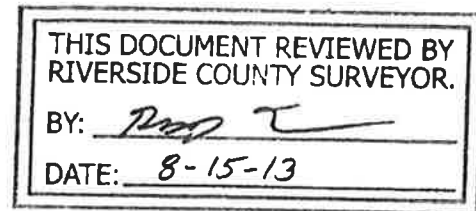
PREPARED UNDER MY SUPERVISION

  
Andrew Y. Orosco, L.S. 5491

8/14/13  
Date



Prepared by: KM  
Checked by: AYO



**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

The City of Lake Elsinore  
130 South Main Street  
Lake Elsinore, CA 92530  
Attention: City Clerk

**TAX STATEMENTS  
DO NOT CHANGE MAILING**

**Exempt from Recording Fee  
Pursuant to Government Code Section 6103**

**Exempt from Documentary Tax  
Pursuant to R&T Code § 11922**

SV:mr/121313/424TR/16.562

(Space above this line for City and Recorder's use)

**Grant of Easement**

Riverside County  All  
Assessor's Parcel Numbers: 379-020-008 and -016  Portion

**For valuable consideration, receipt of which is hereby acknowledged,**

SAUL AVILA, a married man as his sole and separate property

Hereby grants to:

The City of Lake Elsinore, a Municipal Corporation  
County of Riverside, State of California

an easement over and through the real property in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B", attached hereto and by reference made a part hereof.

In witness whereof, the grantor hereto has caused this Grant of Easement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Saul Avila

(This document must be notarized)

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California  
2 (“County”), and

3  
4 SAUL AVILA, a married man as his sole and separate property  
5 (“Grantor”)

6  
7 PROJECT: Machado Street Sidewalk Project  
8 PARCEL: 0134-001A  
9 PORTION OF APNS: 379-020-008 and -016

10  
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement (“Agreement”) is made by and  
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
14 (“County”) and SAUL AVILA, a married man as his sole and separate property,  
15 (“Grantor”). County and Grantor are sometimes collectively referred to as “Parties.”

16 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon  
17 and use the land of Grantor located on the south side of Machado Street, between  
18 Tiller Lane and Ulla Lane, in the City of Lake Elsinore, County of Riverside, State of  
19 California, described as portion of Assessor’s Parcel Numbers 379-020-008 and 379-  
20 020-016, highlighted on Attachment 1, attached hereto (“Property”), and made a part  
21 hereof, to be used for the purpose of providing a non-exclusive work area for the  
22 project contractor during construction activities, and for all purposes necessary to  
23 facilitate and accomplish the construction of the Machado Street Sidewalk Project  
24 (“Project”).

25 2. AFFECTED PARCEL. The temporary construction access, used during  
26 construction of the Project, referenced as Parcel No. 0134-001A consisting of  
27 approximately 1,761 square feet as designated on Attachment 2, attached hereto, and  
28 made a part hereof (“TCA Area”).

1           3.     COMPENSATION. County shall pay to the order of Grantor the sum of  
2 One Hundred Ninety Five Dollars (\$195) for the right to enter upon and use the TCA  
3 Area in accordance with the terms hereof.

4           4.     NOTICE TO GRANTOR. County shall provide a thirty (30) day written  
5 notice shall be given to Grantor prior to using the rights herein granted. The rights  
6 herein granted may be exercised for six (6) months from the thirty (30) day written  
7 notice, or until completion of said Project, whichever occurs later.

8           5.     EQUIPMENT. It is understood that the County may enter upon the TCA  
9 Area where appropriate or designated for the purpose of getting equipment to and from  
10 the TCA Area. County agrees not to damage the TCA Area in the process of  
11 performing such activities.

12          6.     COUNTY TO PROTECT OR REPLACE. County agrees to protect in  
13 place or replace in kind as part of the Project all site improvements within the TCA  
14 Area.

15          7.     DEBRIS REMOVED. At the termination of the period of use of TCA Area  
16 by County, but before its relinquishment to Grantor, debris generated by County's use  
17 will be removed and the surface will be graded and left in a neat condition.

18          8.     HOLD HARMLESS. Grantor shall be held harmless from all claims of  
19 third persons arising from the County's use of the TCA Area permitted under this  
20 Agreement; however, this hold harmless agreement does not extend to any liability  
21 arising from or as a consequence of the presence of hazardous waste on the Property.

22          9.     OWNERSHIP. Grantor hereby warrants that they are the owners of the  
23 Property and that they have the right to grant County permission to enter upon and use  
24 the Property.

25          10.    ENTIRE AGREEMENT. This Agreement is the result of negotiations  
26 between the parties hereto. This Agreement is intended by the parties as a final  
27 expression of their understanding with respect to the matters herein and is a complete  
28 and exclusive statement of the terms and conditions thereof. This Agreement

1 supersedes any and all other prior agreements or understandings, oral or written, in  
2 connection therewith. No provision contained herein shall be construed against the  
3 County solely because it provided or prepared this Agreement.

4 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
5 modified, or amended except upon the written consent of the parties hereto.

6 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
7 interest, shall be bound by all the terms and conditions contained in this Agreement,  
8 and all the parties thereto shall be jointly and severally liable thereunder.

9 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or  
10 subparagraphs herein are for the purpose of convenience and reference only, and shall  
11 in no way limit, define or otherwise affect the provisions of this Agreement.

12 14. GOVERNING LAW AND VENUE. Any action at law or in equity brought  
13 by either of the Parties hereto for the purpose of enforcing a right or rights providing for  
14 by this Agreement shall be tried in a court of competent jurisdiction in the County of  
15 Riverside, State of California, and the Parties hereby waive all provisions of law  
16 providing for a change of venue in such proceedings to any other county.

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18  
19 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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1 15. COUNTERPARTS. This Agreement may be signed in counterpart or  
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
3 signed original for all purposes.

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

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

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

GRANTOR:  
SAUL AVILA, a married man as his  
sole and separate property

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

By: Saul Avila  
Saul Avila

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

15  
16 By: \_\_\_\_\_  
17 Deputy

18 APPROVED AS TO FORM:  
19 Gregory Priamos  
20 County Counsel

21 By: Patricia Munroe  
22 Patricia Munroe  
Deputy County Counsel

23  
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28 YK:mr/121313/424TR/16.561 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.561.doc



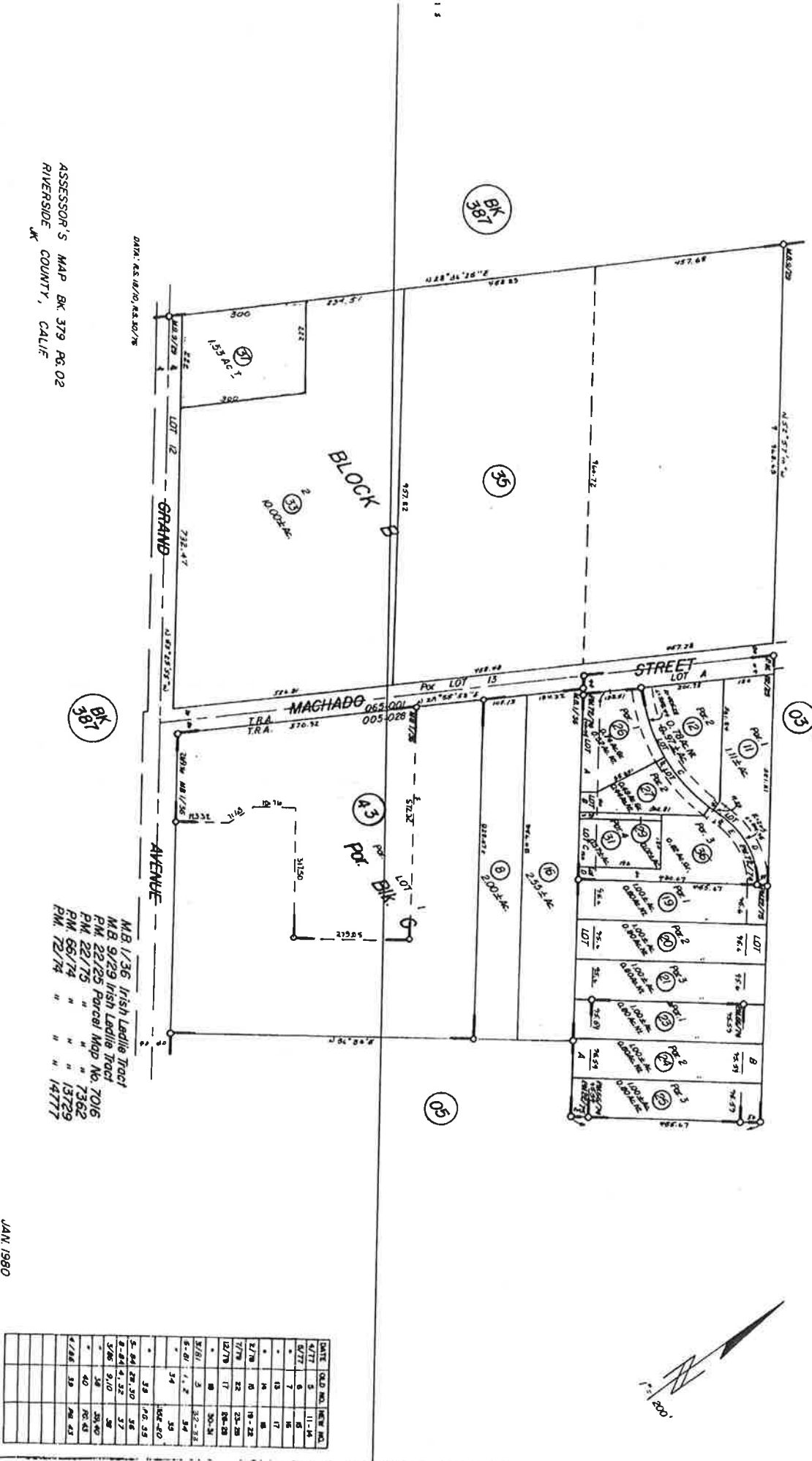
ATTACHMENT "1"  
Assessor's Plat Map

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FOR: RD. LA LAGUNA  
 FOR SEC. 10 T6S R5W

TRA. 005-028  
 065-001

18-34  
 379-02



ASSESSOR'S MAP BK. 379 PG. 02  
 RIVERSIDE COUNTY, CALIF.

MB 1/36 Irish Ladle Tract  
 MB 9/29 Irish Ladle Tract  
 PM 22/25 Parcel Map No. 7016  
 PM 22/75 " " " 7362  
 PM 86/74 " " " 13729  
 PM 12/74 " " " 14777

JAN. 1980

DATE	OLD NO.	NEW NO.
9/77	5	11-14
9/77	6	15
9/77	7	16
9/77	8	17
9/77	9	18
9/77	10	19-22
9/77	11	23-26
12/79	17	28-29
9/81	3	32-33
9/81	1, 2	34
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ATTACHMENT "2"  
Legal Description and Plat Map

EXHIBIT "A"  
TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK "C" OF MAP OF A PORTION OF THE LA LAGUNA RANCH AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS, PAGE 36, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF MACHADO STREET (30.00 FEET HALF WIDTH SOUTHEASTERLY) WITH THE CENTERLINE OF TILLER LANE (15.00 FEET HALF WIDTH NORTHEASTERLY) AS SHOWN ON TRACT NO. 20313-1 ON FILE IN BOOK 156 OF MAPS, PAGES 36 AND 37, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 53°23'55" EAST ALONG SAID CENTERLINE OF TILLER LANE, A DISTANCE OF 30.27 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "G" (MACHADO STREET) OF SAID TRACT NO. 20313-1;

THENCE NORTH 28°55'53" EAST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 15.14 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT NO.20313-1, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID MACHADO STREET WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID TILLER LANE;

THENCE CONTINUING NORTH 28°55'53" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MACHADO STREET, A DISTANCE OF 239.76 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MACHADO STREET WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE (40.00 FEET HALF WIDTH) SHOWN AS LOT "B" ON PARCEL MAP 7016 ON FILE IN BOOK 22, PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA;

THENCE SOUTH 52°57'34" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE, A DISTANCE OF 41.38 FEET TO **THE TRUE POINT OF BEGINNING;**

EXHIBIT "A"  
TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 35°45'29" WEST A DISTANCE OF 10.40 FEET;

THENCE SOUTH 77°20'41" WEST, A DISTANCE OF 34.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE SOUTH 28°55'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 172.96 FEET;

THENCE SOUTH 12°07'58" EAST, A DISTANCE OF 30.22 FEET;

THENCE SOUTH 36°48'10" WEST, A DISTANCE OF 9.49 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID TILLER LANE;

THENCE SOUTH 53°23'55" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID TILLER LANE, A DISTANCE OF 6.00 FEET TO A POINT THEREON;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 36°48'10" EAST, A DISTANCE OF 12.20 FEET;

THENCE NORTH 12°07'58" WEST, A DISTANCE OF 30.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 22.25 FEET;

THENCE SOUTH 61°04'07" EAST, A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 56.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

EXHIBIT "A"  
TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 18.00 FEET;

THENCE NORTH 61°04'07" WEST A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 107.46 FEET;

THENCE SOUTH 61°04'07" EAST, A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 56.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 18.00 FEET;

THENCE NORTH 61°04'07" WEST A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2.30 FEET;

THENCE NORTH 77°20'41" EAST, A DISTANCE OF 33.98 FEET;

THENCE NORTH 35°45'29" EAST, A DISTANCE OF 12.55 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE;

THENCE NORTH 52° 57'34" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE, A DISTANCE OF 6.00 FEET TO **THE TRUE POINT OF BEGINNING.**

EXHIBIT "A"  
TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

CONTAINING 1,760.78 SQUARE FEET, 0.04 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

PREPARED UNDER MY SUPERVISION.

KENNETH D. TEICH, RIVERSIDE COUNTY SURVEYOR

BY:  DEPUTY



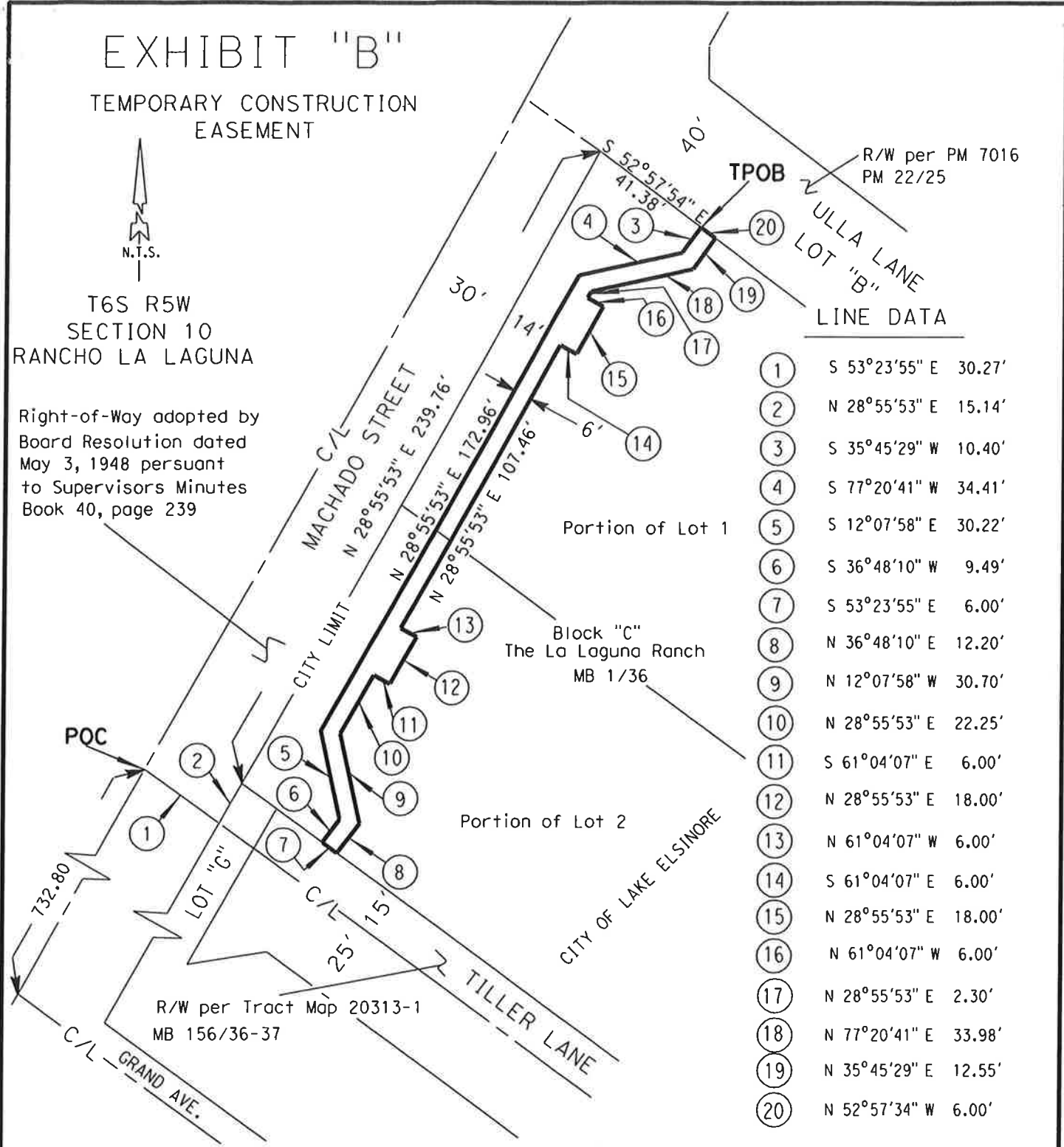
# EXHIBIT "B"

## TEMPORARY CONSTRUCTION EASEMENT



T6S R5W  
SECTION 10  
RANCHO LA LAGUNA

Right-of-Way adopted by  
Board Resolution dated  
May 3, 1948 pursuant  
to Supervisors Minutes  
Book 40, page 239



### LINE DATA

1	S 53°23'55" E	30.27'
2	N 28°55'53" E	15.14'
3	S 35°45'29" W	10.40'
4	S 77°20'41" W	34.41'
5	S 12°07'58" E	30.22'
6	S 36°48'10" W	9.49'
7	S 53°23'55" E	6.00'
8	N 36°48'10" E	12.20'
9	N 12°07'58" W	30.70'
10	N 28°55'53" E	22.25'
11	S 61°04'07" E	6.00'
12	N 28°55'53" E	18.00'
13	N 61°04'07" W	6.00'
14	S 61°04'07" E	6.00'
15	N 28°55'53" E	18.00'
16	N 61°04'07" W	6.00'
17	N 28°55'53" E	2.30'
18	N 77°20'41" E	33.98'
19	N 35°45'29" E	12.55'
20	N 52°57'34" W	6.00'

PCL No.: 0134-001

WO No.: C2-0134

SCALE: NTS

PREPARED BY: WJH

DATE: SEPT., 2013

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: MACHADO SIDEWALK PROJECT

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

APPROVED BY:

*[Signature]*

DATE:

9-26-13

