

FORM APPROVED COUNTY COUNSEL  
 10/22/14  
 BY: GREGORY P. PRIAMOS DATE

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

662A



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

**SUBMITTAL DATE:**  
 December 22, 2014

**SUBJECT:** Right of Way Acquisition Agreement for the Machado Street Sidewalk Project; District 1/District 1; [\$13,100]; Gas Tax 100%

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

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0134-003, located on a portion of Assessor's Parcel Number 379-030-003;
2. Authorize the Chairman of the Board to execute this agreement 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

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO CPA AUDITOR-CONTROLLER  
 BY: *Esteban Hernandez* 12/23/14

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 13,100	\$ 0	\$ 13,100	\$ 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**

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

**Prev. Agn. Ref.:** 3-4 of 4/29/14; 3-8 of 5/6/14; 9-6 of 6/17/14  
**District:** 1/1  
**Agenda Number:**

**3-19**

**RECOMMENDED MOTION:** (Continued)

3. Authorize and allocate the amount of \$4,850 for the permanent easement identified as Parcel 0134-003, located within a portion of Assessor Parcel Number 379-030-003;
4. 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
5. Authorize reimbursement to EDA/FM-Real Estate Division in the amount not to exceed \$8,250 for due diligence costs and staff time.

**BACKGROUND:**

**Summary**

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 Number 379-030-003 with Marilyn Yarger, Marilyn McKenna and Michelle Howard for the price of \$4,850. There are costs of \$8,250 associated with this transaction. Yarger, McKenna and Howard will execute a Grant of Easement in favor of the County of Riverside referenced as Parcel 0134-003, within Assessor's Parcel Number 379-030-003.

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;  
[\$13,100]; Gas Tax 100%  
**DATE:** December 22, 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 Number 379-030-003:

Acquisition	\$ 4,850
Estimated Title and Escrow Charges	750
Preliminary Title Reports	500
County Appraisal	2,000
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$ 13,100

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)

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PROJECT: Machado Street Sidewalk  
PARCEL(S): 0134-003  
APN: 379-030-003 (PORTION)

**RIGHT OF WAY ACQUISITION AGREEMENT**

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and MARILYN YARGER, as Trustee of the Marilyn Yarger Living Trust, dated June 7, 2011, MARILYN MCKENNA, Successor Trustee of the Frank and Maxine Staab Trust dated June 2, 1995, and MICHELLE HOWARD ("Grantors"). County and Grantors are sometimes collectively referred to as "Parties."

**RECITALS**

WHEREAS, Grantors own that certain real property located at 32701 Machado Street in the Lake Elsinore area, County of Riverside, State of California, as referenced on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of 0.94 acres of land improved with an older single family residence of wood frame and siding construction and is also known as Assessor's Parcel Number: 379-030-003 ("Property"); and

WHEREAS, Grantors desire to sell to the County and the County desires to purchase a portion of the Property ("ROW"), for the purpose of constructing sidewalk improvements for the Machado Street Sidewalk Project ("Project") as follows: a permanent easement in favor of the County of Riverside for road and utility purposes referenced as Parcel 0134-003 and described on Attachment "2," attached hereto and made a part hereof; pursuant to the terms and conditions set forth herein; and

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

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

3  
4 **ARTICLE 1. AGREEMENT**

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

7 2. Consideration. For good and valuable consideration, Grantors agree to  
8 sell and convey to the County, and the County agrees to purchase from Grantors all of  
9 the Right-of-Way Property described herein, under the terms and conditions set forth in  
10 this Agreement. The full consideration for the Right-of-Way Property consists of the  
11 purchase price amount for the real property interests to be acquired by the County  
12 ("Purchase Price") The Purchase Price in the amount of Four Thousand Eight  
13 Hundred Fifty Dollars (\$4,850) is to be distributed to Grantors in accordance with this  
14 Agreement. Grantors will be responsible for any apportionment or allocation of the  
15 Purchase Price if required for any separately held interests that may 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.

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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 Four Thousand Eight Hundred Fifty Dollars (\$4,850) ("Deposit").

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

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

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

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

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

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

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

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, 2, 3, and 4 listed in  
23 Attachment "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, 2,  
26 3, and 4 listed in Attachment "4."

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1           I. County, at its sole cost, shall relocate the mailbox and relocate or  
2 replace in kind the chain link fence along the new property boundary, both listed as  
3 Items 5 and 6 in Attachment "4."

4           4. Grantor Responsibilities.

5           A. Execute and acknowledge an Easement Deed in favor of the  
6 County of Riverside for road and utility purposes dated \_\_\_\_\_ identified as  
7 Parcel Number 0134-003; and deliver deed to Yolanda King, Real Property Agent for  
8 the County or to the Escrow Holder.

9           B. Retain the contractor(s) to complete the necessary work identified as  
10 Items 1, 2, 3, and 4 listed in Attachment "4" and directly compensate each contractor  
11 for all costs, fees, and expenses. The County is not responsible for any payment to the  
12 contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold  
13 harmless the County, its officers, employees, officials, representatives or agents free  
14 from and against any and all claims, liabilities, penalties, forfeitures, losses or  
15 expenses, including reasonable attorneys' fees, whatsoever arising from or caused by  
16 any actions or omissions of Grantor in connection with Grantor's selection and use of  
17 any of the contractors.

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



1 substances shall include without limitation hazardous substances, hazardous  
2 materials, or toxic substances as defined in the Comprehensive Environmental  
3 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section  
4 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to  
5 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
6 (1988); and those substances defined as hazardous wastes in section 25117 of the  
7 California Health and Safety Code or hazardous substances in section 25316 of the  
8 California Health; and in the regulations adopted in publications promulgated pursuant  
9 to said laws.

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

17 **Article II. MISCELLANEOUS**

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

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

27 3. The performance of this Agreement constitutes the entire consideration  
28 for the acquisition of the Property and shall relieve the County of all further obligations

1 or claims pertaining to the acquisition of the Property or pertaining to the location,  
2 grade or construction of the proposed public improvement.

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

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

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

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

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

22 (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 Dated: \_\_\_\_\_

7 COUNTY:

GRANTOR:

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

MARILYN YARGER, Trustee of the  
Marilyn Yarger Living Trust, dated  
June 7, 2011

11 By: \_\_\_\_\_

By: Marilyn Yarger

12 Marion Ashley, Chairman  
13 Board of Supervisors

Marilyn Yarger, Trustee

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

MARILYN MCKENNA, Sucessor Trustee  
of the Frank and Maxine Staab  
Trust dated June 2, 1995

17 By: \_\_\_\_\_

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

Deputy

Marilyn McKenna

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

MICHELLE HOWARD

21 By: Gregory P. Priamos

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

22 Patricia Munroe  
23 Deputy County Counsel

Michelle Howard

24  
25 **SIGNED IN COUNTERPART**

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28 YK:mr/090914/424TR/16.514 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.514.doc

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

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

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

7 COUNTY:

GRANTOR:

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

MARILYN YARGER, Trustee of the  
Marilyn Yarger Living Trust, dated  
10 June 7, 2011

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

By: \_\_\_\_\_  
Marilyn Yarger, Trustee

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

MARILYN MCKENNA, Sucessor Trustee  
of the Frank and Maxine Staab  
Trust dated June 2, 1995

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

By: Marilyn McKenna  
Marilyn McKenna

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

MICHELLE HOWARD

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

By: \_\_\_\_\_  
Michelle Howard

**SIGNED IN COUNTERPART**

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

7 COUNTY:

GRANTOR:

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

MARILYN YARGER, Trustee of the  
Marilyn Yarger Living Trust, dated  
June 7, 2011

11 By: \_\_\_\_\_

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

12 Jeff Stone, Chairman  
Board of Supervisors

Marilyn Yarger, Trustee

13 ATTEST:

14 Kecia Harper-Ihem  
15 Clerk of the Board

MARILYN MCKENNA, Successor Trustee  
of the Frank and Maxine Staab  
Trust dated June 2, 1995

16 By: \_\_\_\_\_

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

17 Deputy

Marilyn McKenna, Trustee

18  
19 APPROVED AS TO FORM:

20 Pamela J. Walls  
County Counsel

MICHELLE HOWARD

21 By: \_\_\_\_\_

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

22 Patricia Munroe  
23 Deputy County Counsel

Michelle Howard

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26 **SIGNED IN COUNTERPART**

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ATTACHMENT "1"  
Assessor's Plat Map

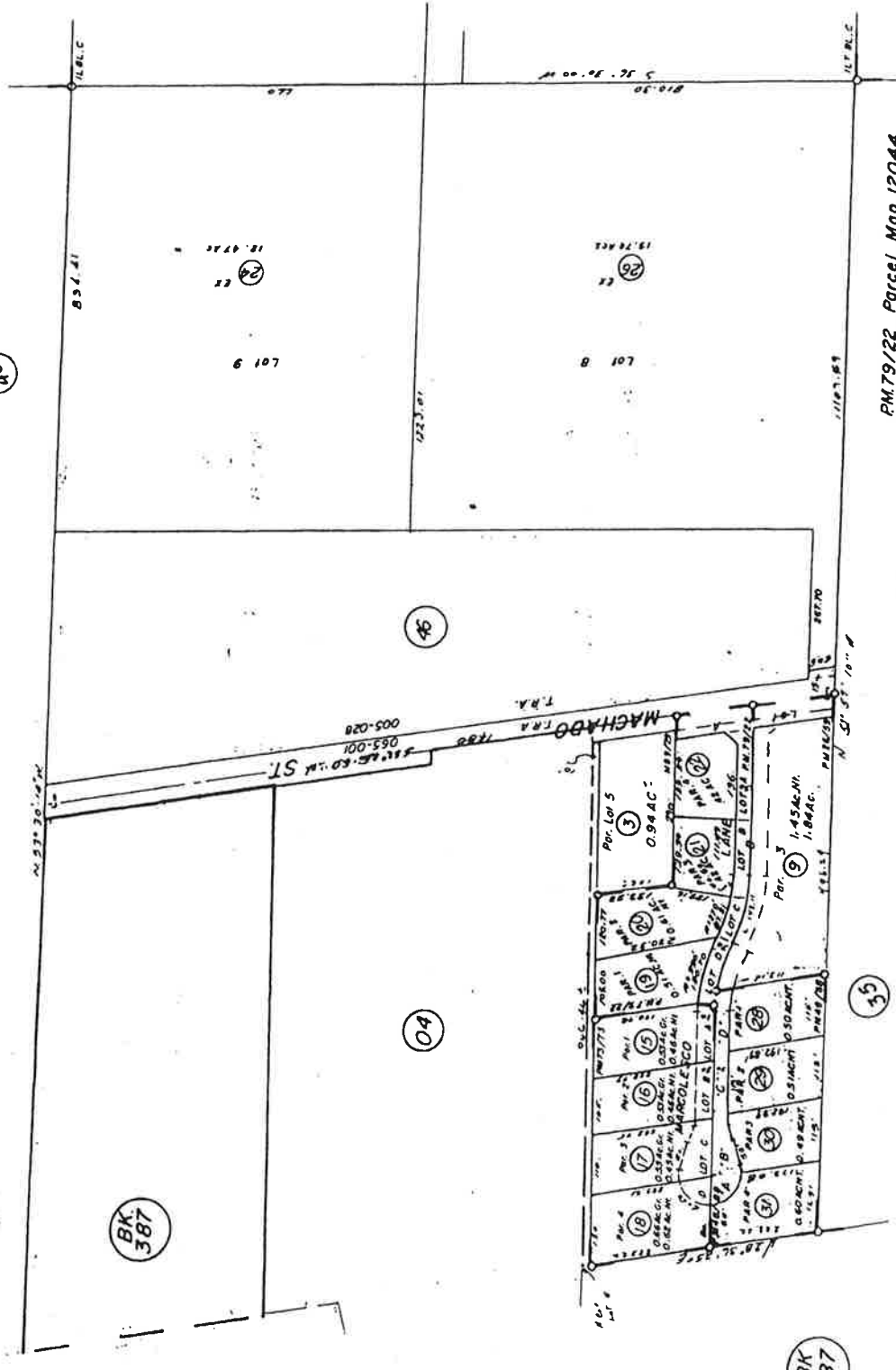
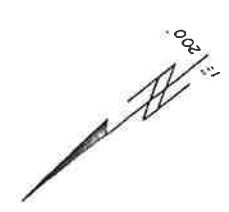
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THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO WARRANTY IS ASSURED FOR ACCURACY OF THE DATA. SEVERAL ASSESSORS' PARCELS MAY NOT CORRELATE WITH LOCAL LOT OR PLAT OR BUILDING SITE ORDINANCES.

APR 1 0 2006

POR. RO LAGUNA SEC. 10 T6S R5W

18-34-2  
379-03  
T.R.A. 005-028  
065-001



DATE	CLONO	MEMO
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8-78	8	11-18
7/80	7	15-18
8/80	6	18-22
9/81	1-2	23-24
4-05	5	25-26
8-05	8	27-28
8/09	27	29-31
4/08	11	32-33
-	12	34-35
-	13	36-37
-	14	38-39
-	15	40-41

PM 79/22 Parcel Map 12044  
M.B. 9/29 Sub Lots 1B2 Irish Ledge Tract  
PM 26/59 Parcel Map 7076  
PM 48/88 " " 10 155  
PM 73/73 " " 13621

ASSESSOR'S MAP BK. 379 PG. 03  
RIVERSIDE COUNTY, CALIF. S.S.

ATTACHMENT "2"  
Legal Description and Plat Map

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**EXHIBIT "A"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
**LEGAL DESCRIPTION**  
**0134-003**

That portion of Lot 5 of a Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, as shown by map on file in Book 9 of Maps at Page 29 thereof, Records of Riverside County, California, located in the Section 10, Township 6 South, Range 5 West of the County of Riverside, State of California, said portion being described as follows:

**COMMENCING** at the most easterly corner of said Lot 5;

**Thence** south 28°55'53" West, along the southeasterly line of said Lot 5, being the northwesterly right of way line of Machado Street (30.00 foot half width) as shown on said Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, a distance of 10.10 feet to the **TRUE POINT OF BEGINNING**, said point being on a line parallel with and distant southwesterly 10.00 feet, measured at right angles, from the northeasterly line of said Lot 5;

**Thence** continuing South 28°55'53" West, along said northwesterly right of way line of Machado Street, a distance of 133.33 feet to northeasterly boundary line of Parcel Map No. 12044, as shown by map on file in Book 79 of Parcel Maps at Page 22 thereof, Records of said Riverside County, California;

**Thence** North 52°58'30" West, along said northeasterly boundary line, a distance of 14.14 feet to a point on a line parallel with and distant northwesterly 44.00 feet, measured at right angles, from said centerline of Machado Street, as shown on said Parcel Map;

**Thence** North 28°55'53" East, along last said parallel line, a distance of 133.33 feet to a point on said line parallel with the northeasterly line of said Lot 5:

**Thence** South 52°58'30" East, along said line parallel with the northeasterly line of said Lot 5, a distance of 14.14 feet to the **POINT OF BEGINNING**.

Containing 1,867 square feet, 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

Date 8-14-13

Prepared by: KM

Checked by: AJO

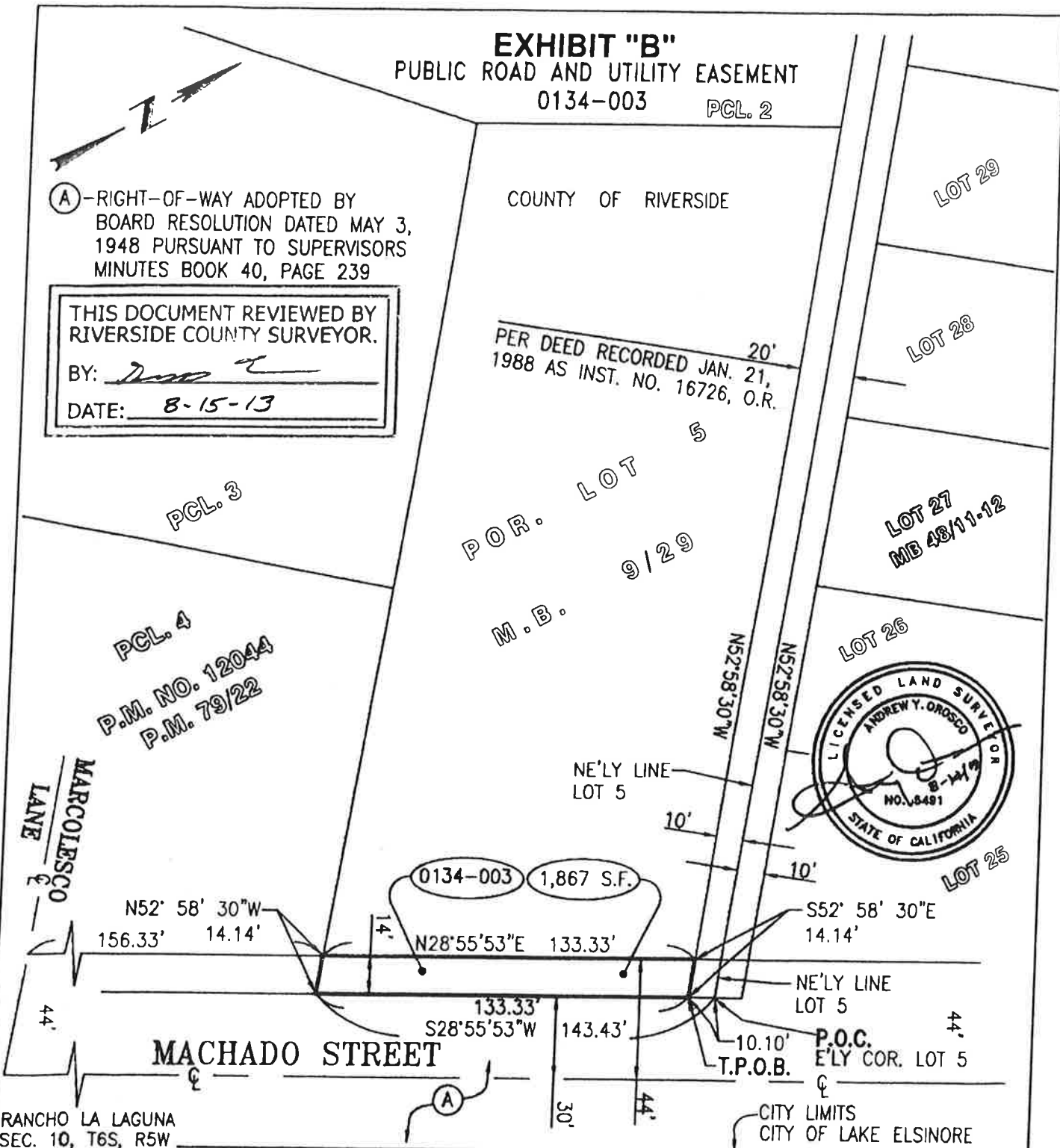


THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <u>[Signature]</u>
DATE: <u>8-15-13</u>

**EXHIBIT "B"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
 0134-003 PCL. 2

(A) - RIGHT-OF-WAY ADOPTED BY  
 BOARD RESOLUTION DATED MAY 3,  
 1948 PURSUANT TO SUPERVISORS  
 MINUTES BOOK 40, PAGE 239

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



RANCHO LA LAGUNA  
 SEC. 10, T6S, R5W

ALBERT A.  
**WEBB**  
 ASSOCIATES

**COUNTY OF RIVERSIDE**

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"=50'  
 DRWN BY KM DATE 8-14-13  
 CHKD BY AYD DATE 8-14-13

ATTACHMENT "3"  
Form of Easement 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 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

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

YK:ra/090914/424TR/16.515

(Space above this line for Recorder's use)

PROJECT: Machado Street Sidewalk  
PARCEL: 0134-003  
APN: 379-030-003 (portion)

## EASEMENT DEED

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

MARILYN YARGER, as Trustee of the Marilyn Yarger Living Trust, dated June 7, 2011, MARILYN MCKENNA, Successor Trustee of the Frank and Maxine Staab Trust dated June 2, 1995, and MICHELLE HOWARD

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: Machado Street Sidewalk  
PARCEL: 0134-003  
APN: 379-030-003 (portion)

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

MARILYN YARGER, Trustee of the  
Marilyn Yarger Living Trust, dated  
June 7, 2011

By: \_\_\_\_\_  
Marilyn Yarger, Trustee

Marilyn McKenna, Successor Trustee of  
the Frank and Maxine Staab Trust dated  
June 2, 1995

By: \_\_\_\_\_  
Marilyn McKenna

MICHELLE HOWARD

By: \_\_\_\_\_  
Michelle Howard

**EXHIBIT "A"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
**LEGAL DESCRIPTION**  
**0134-003**

That portion of Lot 5 of a Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, as shown by map on file in Book 9 of Maps at Page 29 thereof, Records of Riverside County, California, located in the Section 10, Township 6 South, Range 5 West of the County of Riverside, State of California, said portion being described as follows:

**COMMENCING** at the most easterly corner of said Lot 5;

**Thence** south 28°55'53" West, along the southeasterly line of said Lot 5, being the northwesterly right of way line of Machado Street (30.00 foot half width) as shown on said Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, a distance of 10.10 feet to the **TRUE POINT OF BEGINNING**, said point being on a line parallel with and distant southwesterly 10.00 feet, measured at right angles, from the northeasterly line of said Lot 5;

**Thence** continuing South 28°55'53" West, along said northwesterly right of way line of Machado Street, a distance of 133.33 feet to northeasterly boundary line of Parcel Map No. 12044, as shown by map on file in Book 79 of Parcel Maps at Page 22 thereof, Records of said Riverside County, California;

**Thence** North 52°58'30" West, along said northeasterly boundary line, a distance of 14.14 feet to a point on a line parallel with and distant northwesterly 44.00 feet, measured at right angles, from said centerline of Machado Street, as shown on said Parcel Map;


**Thence** North 28°55'53" East, along last said parallel line, a distance of 133.33 feet to a point on said line parallel with the northeasterly line of said Lot 5:

**Thence** South 52°58'30" East, along said line parallel with the northeasterly line of said Lot 5, a distance of 14.14 feet to the **POINT OF BEGINNING**.

Containing 1,867 square feet, more or less.

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

PREPARED UNDER MY SUPERVISION

  
Andrew Y. Oroasco, L.S. 5491  
Date 8-14-13

Prepared by: KM  
Checked by: AJO



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

**EXHIBIT "B"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
 0134-003 PCL. 2

(A) - RIGHT-OF-WAY ADOPTED BY BOARD RESOLUTION DATED MAY 3, 1948 PURSUANT TO SUPERVISORS MINUTES BOOK 40, PAGE 239

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

COUNTY OF RIVERSIDE

PER DEED RECORDED JAN. 21, 1988 AS INST. NO. 16726, O.R.

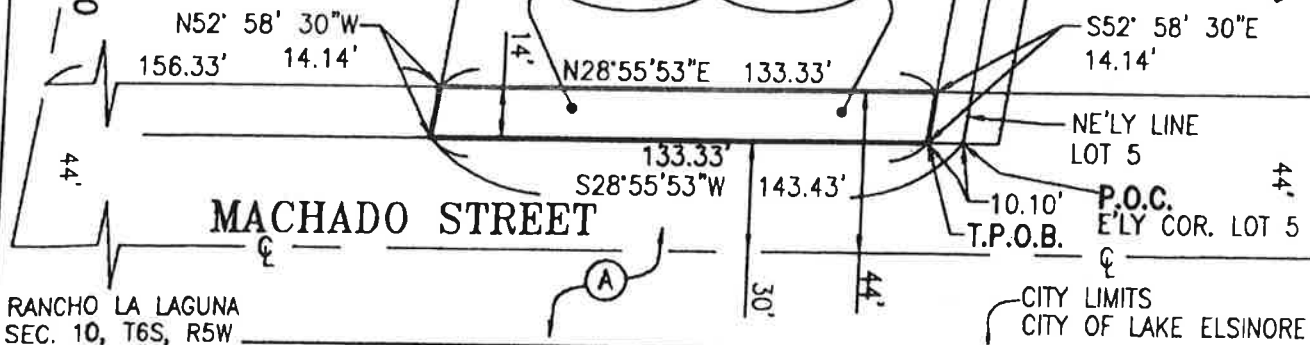
POR. LOT 5  
 M.B. 9/29

PCL. 3

PCL. 4

P.M. NO. 12044  
 P.M. 79/22

MARCOLESICO LANE



RANCHO LA LAGUNA  
 SEC. 10, T6S, R5W

CITY LIMITS  
 CITY OF LAKE ELSINORE

ALBERT A.  
**WEBB**  
 ASSOCIATES

COUNTY OF RIVERSIDE

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"=50'

DRWN BY KM  
 CHKD BY AYO

DATE 8-14-13  
 DATE 8-15-13

ATTACHMENT "4"

Item	Description	Cost
1	27 LF of chain link fencing w/barbed wire	\$95
2	135 square feet of irrigation system	\$31
3	1 medium Palm tree	\$325
4	Rework irrigation lines	\$200
5	Mailbox	Relocate by contractor
6	6 LF of chain link fencing w/barbed wire	Replace in kind/Relocate by Contractor
Total Landscape/Hardscape		\$650

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