

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

371
A



FROM: Economic Development Agency/Facilities Management and Transportation Department

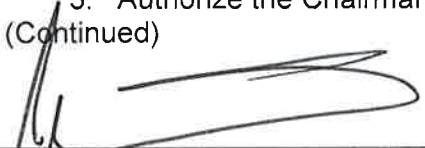
SUBMITTAL DATE:
March 12, 2015

SUBJECT: Right of Way Acquisition Agreement for the Marie and Margarth Streets Road Project, CEQA Exempt, District 1, [\$90,425], [\$400 per year maintenance] District 1DA-100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3);
2. Approve the attached Right of Way Acquisition Agreement for Parcels 5260-001A, 5260-001B, and 5260-001C, all within a portion of Assessor's Parcel Numbers 345-100-007, 345-250-001 and 345-250-002 and 345-260-001;
3. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)



Juan C. Perez
Director of Transportation and Land Management



Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 90,425	\$ 0	\$ 90,425	\$ 400	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: District 1DA – 100%				Budget Adjustment: No	
				For Fiscal Year: 2014/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNCIL
BY: JAMES E. BROWN
DATE: 3/16/15
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez
DATE: 3/11/15

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

Prev. Agn. Ref.: N/A | District: 1 | Agenda Number:

3-21

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 Marie and Margarth Streets Road Project, CEQA

Exempt, District 1, [\$90,425], [\$400 per year maintenance] District 1DA-100%

DATE: March 12, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

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;
5. Authorize and allocate the full settlement amount of \$65,000 to acquire Parcel Numbers 5260-001A, 5260-001B, and 5260-001C;
6. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$25,425 for due diligence and staff expenses; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of the approval by the Board.

BACKGROUND:

Summary

The Riverside County Transportation Department (RCTD) is proposing to acquire right-of-way along Marie and Margarth Streets (existing dirt roads) in the Good Hope community to provide dependable access for residents.

Pursuant to the California Environmental Quality Act (CEQA), RCTD staff conducted a review of the proposed project and determined the proposed acquisition to be categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3). It can be seen with certainty that the proposed activity in question will not have a significant effect on the environment because there are no proposed immediate changes in the existing use of the land; there are no design plans or improvements planned for the purposes of a transportation project at this time and the proposed project just involves the transfer of an easement interest in real property.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of easement interests in real property over portions of Assessor's Parcel Numbers 345-100-007 (Parcel E), 345-250-001 (Parcel A) and 345-250-002 (Parcel B), and 345-260-001 (Parcel D) from Margie King, a married woman as her sole and separate property as to Parcels A, B, and D and Margery V. Ravare, a single woman and Margie King, a married woman as her sole and separate property each as to an undivided one-half interest as tenants-in-common as to Parcel E (King/Ravare) for the settlement price of \$65,000. There are costs of \$25,425 associated with this transaction. The County and the property owners desire to enter into the Right of Way Acquisition Agreement to provide the terms and conditions for the acquisition of the above-referenced easement interests.

King/Ravare will execute an Easement Deed in favor of the County of Riverside referenced as Parcel Numbers 5260-001A, 5260-001B, and 5260-001C, all within portions of Assessor's Parcel Numbers 345-100-007, 345-250-001 and 345-250-002, and 345-260-001.

The Right of Way Acquisition Agreement and Easement Deed have been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

Acquiring right of way in this area will improve public road access in this community. Ongoing maintenance costs are expected to be approximately \$400 per year.

(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 Marie and Margarth Streets Road Project, CEQA Exempt, District 1, [\$90,425], [\$400 per year maintenance] District 1DA-100%

DATE: March 12, 2015

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 345-100-007, 345-250-001 and -002, and 345-260-001.

Full Settlement Price	\$65,000
Estimated Title and Escrow	1,900
Preliminary Title Report	600
County Appraisal	2,925
Owner Appraisal	5,000
EDA/FM Real Property Staff Time	15,000
Total Estimated Acquisition Costs	\$90,425

All costs associated with this property acquisition are fully funded by the District 1DA funds 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)

Easement Deed

Notice of Exemption

1 PROJECT: MARIE STREET ROAD PROJECT
2 PARCELS: 5260-001A, 5260-001B, and 5260-001C
3 PORTION OF APNS: 345-100-007, 345-250-001,
4 345-250-002, and 345-260-001
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 MARGIE KING, a married woman, as her sole and separate property,
10 as to Parcels A (APN: 345-250-001), B (APN: 345-250-002), and D (APN: 345-260-
11 001) and MARGERIE V. RAVARE, a single woman and MARGIE KING, a married
12 woman, as her sole and separate property each as to an undivided one-half interest as
13 tenants-in-common as to Parcel E (APN: 345-100-007), ("Grantor"). County and
14 Grantor are sometimes collectively referred to as "Parties."

15 **RECITALS**

16 WHEREAS, Grantor owns that certain real property located south of Margarth
17 east and west of Marie Street, in the Good Hope community, County of Riverside,
18 State of California, as depicted on the Plat Map identified as Attachment "1," attached
19 hereto and made a part hereof. The real property consists of 50.00 acres of land
20 improved with a single-family residence and is also known as Assessor's Parcel
21 Numbers: 345-100-007 (Parcel E), 345-250-001 (Parcel A), 345-250-002 (Parcel B),
22 and 345-260-001 (Parcel D) ("Property"); and

23 WHEREAS, Grantor desires to sell to the County and the County desires to
24 purchase a permanent easement ("ROW"), for the purpose of the Marie Street Road
25 Project ("Project") as follows: an Easement Deed in favor of County referenced as
26 Parcels 5260-001A, 5260-001B and 5260-001C and described on Attachment "2"
27 attached hereto and made a part hereof; pursuant to the terms and conditions set forth
28 herein; and

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

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

6 **ARTICLE 1. AGREEMENT**

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

9 2. Consideration. For good and valuable consideration, Grantor agrees to
10 sell and convey to the County, and the County agrees to purchase from Grantor all of
11 the Right-of-Way Property described herein, under the terms and conditions set forth in
12 this Agreement. The full consideration for the Right-of-Way Property consists of the
13 settlement amount for the real property interests to be acquired by the County
14 ("Purchase Price"). The Purchase Price in the amount of Sixty-Five Thousand Dollars
15 (\$65,000) is to be distributed to Grantor in accordance with this Agreement.

16 3. County Responsibilities:

17 A. Upon the mutual execution of this Agreement, County will open
18 escrow ("Escrow") with Commonwealth Land Title Company ("Escrow Holder").
19 Promptly on the Escrow Holder's request the Parties shall execute additional Escrow
20 instructions as are reasonably required to consummate the transaction contemplated
21 by this Agreement and are not inconsistent with this Agreement. In the event of any
22 conflict between the terms of this Agreement and any additional Escrow instructions,
23 the terms of this Agreement shall control. The Escrow Holder will hold all funds
24 deposited by the County in an escrow account ("Escrow Account") that is interest
25 bearing and at a bank approved by County with interest accruing for the benefit of
26 County. The Escrow Account shall remain open until all charges due and payable
27 have been paid and 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
4 Price in the amount of Sixty-Five Thousand Dollars (\$65,000) (the "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
13 consistent with this Agreement as are reasonably required by Escrow Holder or
14 otherwise to close 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
19 for 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 Stephi Villanueva, Supervising Real Property Agent for the County or to
23 Escrow Holder, substantially in the form attached hereto as Attachment "3," (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 Supervisors, elected and appointed officials, employees, agents, representatives,
2 successors, and assigns free and harmless from and against any and all claims,
3 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
4 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
5 indirectly, by either (a) the presence in, within, under, or about the parcel for the
6 presence of hazardous materials, toxic substances, or hazardous substances as a
7 result of Grantor's use, storage, or generation of such materials or substances or (b)
8 Grantor's failure to comply with any federal, state, or local laws relating to such
9 materials or substances. For the purpose of this Agreement, such materials or
10 substances shall include without limitation hazardous substances, hazardous
11 materials, or toxic substances as defined in the Comprehensive Environmental
12 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
13 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
14 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
15 (1988); and those substances defined as hazardous wastes in section 25117 of the
16 California Health and Safety Code or hazardous substances in section 25316 of the
17 California Health; and in the regulations adopted in publications promulgated pursuant
18 to said laws.

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

26 **ARTICLE II. MISCELLANEOUS**

27 1. It is mutually understood and agreed by and between the Parties hereto
28 that the right of possession and use of the subject property by County, including the

1 right to remove and dispose of improvements, shall commence upon the execution of
2 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
3 payment for such possession and use.

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

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

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

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

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

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

28

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

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

GRANTOR:
MARGIE KING, a married woman
as her sole and separate property, as to
Parcels A, B, and D

11 By: _____
12 Marion Ashley, Chairman
13 Board of Supervisors

By: Margie King
Margie King

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

MARGERY V. RAVARE, a single
woman and MARGIE KING, a
married woman man, as her sole and
separate property each as to an
undivided one-half interest as tenants-
in-common as to Parcel E

17
18 By: _____
19 Deputy

By: Margery V. Ravare
Margery V. Ravare

By: Margie King
Margie King

20
21
22 APPROVED AS TO FORM:
23 Gregory P. Priamos
24 County Counsel
25 By: Synthia M. Gunzel
26 Karin Watts-Bazan
27 Principal Deputy County Counsel

SYNTHIA M. GUNZEL, Deputy

28 SV:tg/022015/413TR/16.870 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.870.doc

ATTACHMENT "1"
Assessor's Plat Maps

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

FEB 14 2005

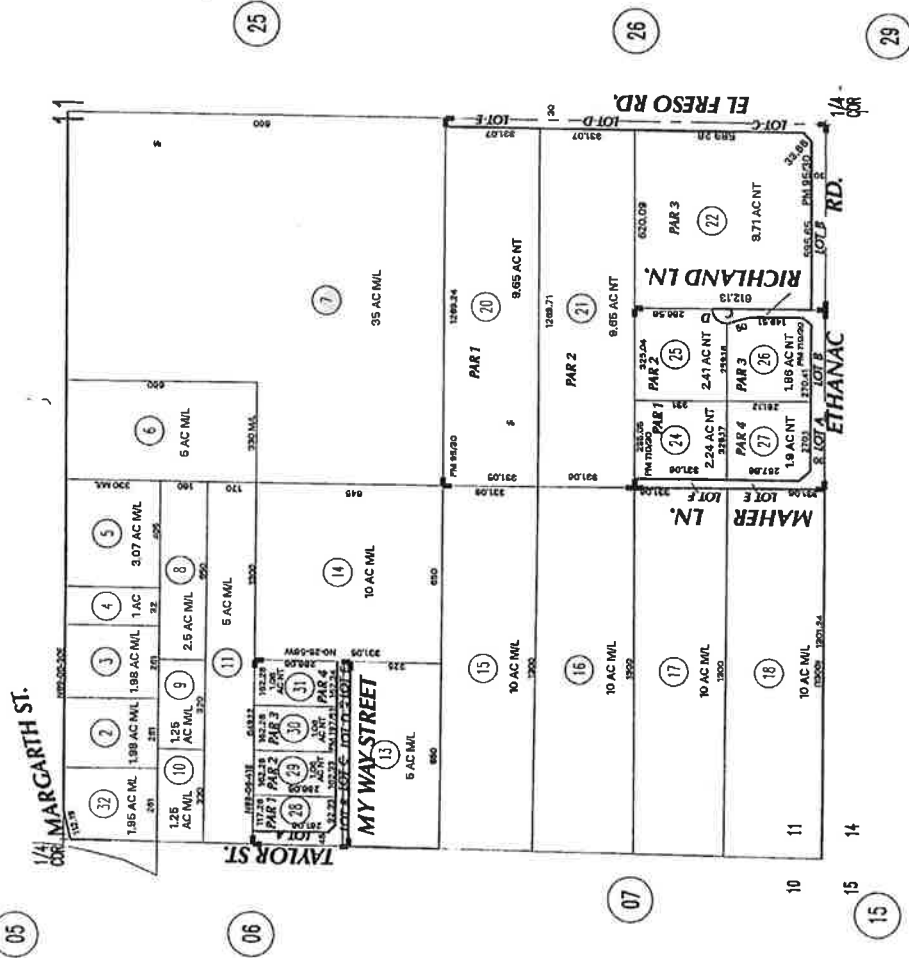
POR. SW 11 T. 5S., R. 4W

T.R.A. 087-014

345-10
16A-39



ANGL E = 0.00°



DATA: M.B. 12/4/05
P.L. 1/26/05
C.S. 1/27/05
R.S. 06/13/14
E.S. 10/1/05

ASSESSOR'S MAP BK345 PG. 10
Riverside County, Calif.

BCB

PM 95/30 PARCEL MAP NO. 15344
PM 110/30 PARCEL MAP NO. 18475
PM 197/51 PARCEL MAP NO. 28517

Feb 2005

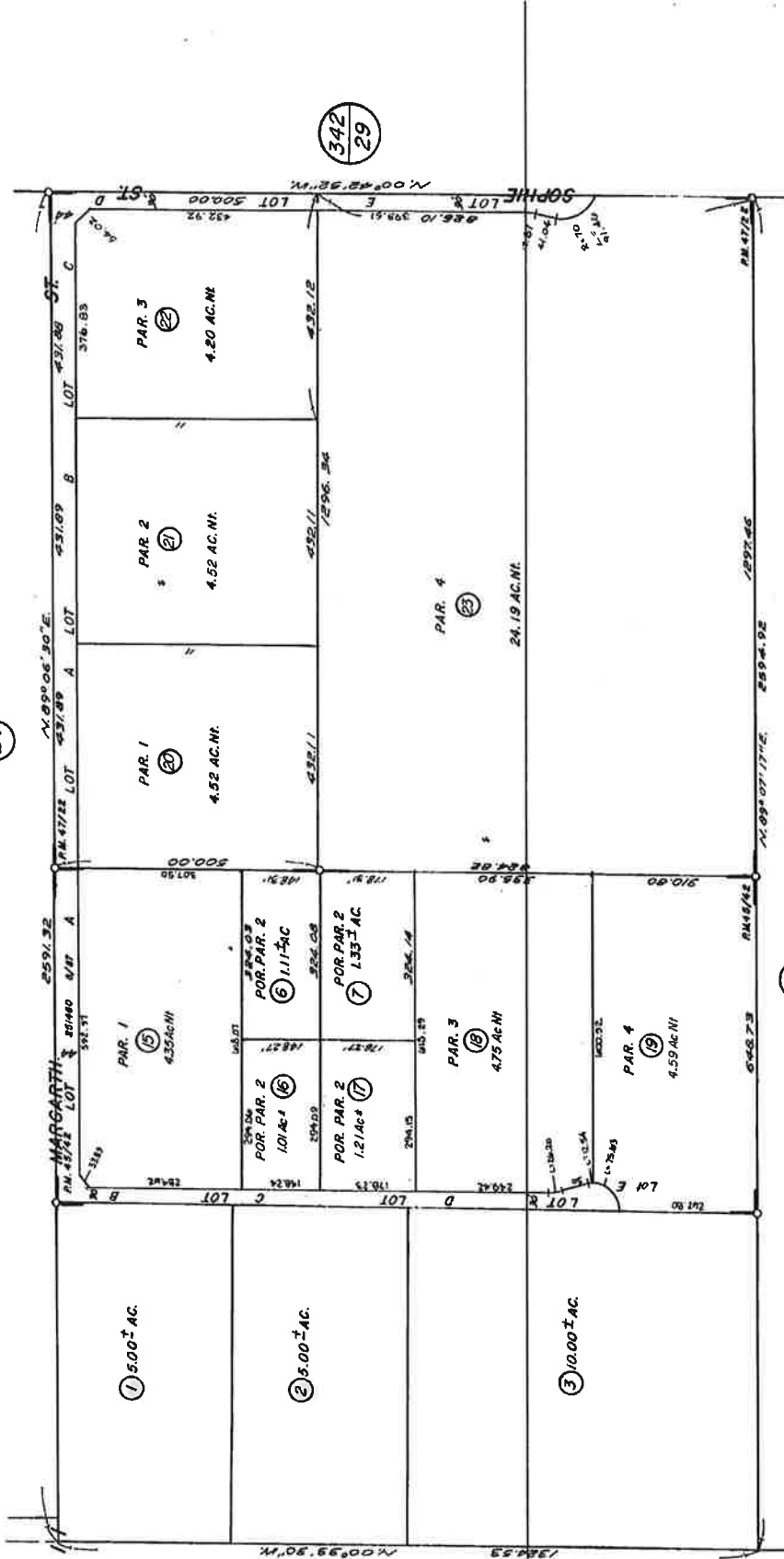
DATE	OLD NUMBER	NEW NUMBER
12/21/01	18	25-23
12/21/01	21	24-22
12/21/01	22	23-21
12/21/01	23	22-20

16A-39, 345-11
345-25

T.R.A. 8714

N.1/2, SE. 1/4, SEC. 11, T.5S., R.4W.

THIS MAP IS FOR
 ASSESSMENT PURPOSES ONLY



DATE	OLD	NEW	NO.
10/87	4, 5	16, 17	
11/87	11	20, 21	
"	12	21, 22	
"	13	22, 23	
"	14	23, 24	

R.M. 45/42 Parcel Map 10255
 P.M. 41722 Parcel Map 10000

ASSESSORS MAP BK. 345 PG. 25
 RIVERSIDE COUNTY, CALIF. WALT.

AUG. 1980

ATTACHMENT "2"
Legal Descriptions and Plat Maps

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EXHIBIT "A"
MARIE AND MARGARTH STREET
LEGAL DESCRIPTION
5260-001A

AN EASEMENT LYING WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED BY GRANT DEED RECORDED OCTOBER 1, 1971 AS INSTRUMENT NUMBER 111250, GRANT DEED RECORDED JULY 22, 1953 IN BOOK 1493, PAGE 469, AND GRANT DEED RECORDED JULY 19, 1950, IN BOOK 1190, PAGE 287, ALL BEING OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN LYING WITHIN A STRIP OF LAND, 60.00 FEET IN RIGHT ANGLE WIDTH, BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MARGARTH STREET (44.00 FOOT NORTHERLY HALF WIDTH) AND THE CENTERLINE OF MARIE STREET (44.00 FOOT WESTERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NUMBER 13218 RECORDED IN BOOK 79, PAGE 64 OF MAPS, AND (44.00 FOOT EASTERLY HALF WIDTH) AS DESCRIBED IN INSTRUMENT NUMBER 37188, RECORDED MARCH 23, 1973, SAID OFFICIAL RECORDS, ALSO BEING THE CENTER SECTION CORNER OF SAID SECTION 11;

THENCE S 00°03'08" W, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 473.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°30'51", AN ARC DISTANCE OF 190.29 FEET;

THENCE S 54°33'57" W, A DISTANCE OF 46.90 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 190.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°30'00", AN ARC DISTANCE OF 273.58 FEET;

THENCE S 27°56'01" E, A DISTANCE OF 345.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°59'09" AN ARC DISTANCE OF 73.27 FEET TO A POINT ON SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER;

THENCE S 00°03'08" W, ALONG SAID WEST LINE A DISTANCE OF 41.71 FEET, TO THE SOUTHWEST CORNER, OF THE SOUTHWEST ONE-QUARTER, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 11, BEING **THE POINT OF TERMINATION.**

EXHIBIT "A"
MARIE AND MARGARTH STREET
LEGAL DESCRIPTION
5260-001A
(CONTINUED)

CONTAINING 83,368 SQUARE FEET, OR 1.914 ACRES, MORE OR LESS.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE NORTHERLY AT THE NORTH LINE OF THE SOUTH ONE - HALF OF SAID SECTION 11, AND SOUTHERLY AT THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 111250;

EXCEPT THAT PORTION LYING WITHIN THE SOUTHWEST ONE-QUARTER, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER, OF SAID SECTION 11;

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000086031 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____



DATE: _____

4 - 9 - 2014



44' RW PER PM 13218
79/64

EXHIBIT "B"

CL MARIE STREET

44' RW PER INST. 37188 REC'D. 3/23/73

S 89°43'37" W 44'

CL MARGARTH STREET **P.O.B.**
CENTER SECTION CORNER

T.5S., R.4W.
SECTION 11, S.B.M.

LINE DATA

- ① S 0°03'08" W 41.71'
- ② S 27°56'01" E 345.31'
- ③ S 54°33'57" W 46.90'
- ④ S 0°03'08" W 473.08'
- ⑤ S 0°03'08" W 101.32'
- ⑥ N 0°03'08" E 75.36'
- ⑦ N 0°03'08" E 113.58'
- ⑧ S 0°03'08" W 142.07'
- ⑨ S 0°03'08" W 331.01'

PARCEL 1

INST. 1971-111250
REC'D 10/1/1971
APN. 345-100-007 30'

CL MARIE STREET
(ALSO KNOWN AS
EL FRESO ROAD)

CURVE DATA

- Ⓐ Δ=27°59'09" R=150.00'
T=37.38' L=73.27'
- Ⓑ Δ=82°30'00" R=190.00'
T=166.63' L=273.58
- Ⓒ Δ=54°30'51" R=200'
T=103.04' L=190.29'

POINT OF TERMINATION

PARCEL 1 30' RW PER PM 15344

PARCEL 1 INST. 1970-111250 REC'D 10/1/1971

① - 21' WIDE EASEMENT TO CALIFORNIA ELECTRIC
POWER CO. BK. 186 PG. 554
REC'D 9/12/1954

② - 10' EASEMENT TO CALIFORNIA WATER
& TELEPHONE CO.
INST# 48453 REC. 5/9/1966

APN. 345-250-001
BK 1493 PG 469
REC'D 7/22/1953

N 89°43'29" E 647.92'

APN. 345-250-002
BK 1190 PG 287
REC'D 7/19/1950

PARCEL
5260-001A

83,368 SQ. FT.
1.914 AC.

N 89°43'22" E 648.19'

SW 1/4 OF
THE NW 1/4
OF THE SE 1/4
OF SEC. 11

APN. 345-250-003

N 89°43'04" E 648.76'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED
BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000086031

PCL No.: 5260-001A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: S5260

PROJECT: MARIE AND MARGARTH STREET

SCALE: NTS

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

PREPARED BY: JCM

DATE: APRIL, 2014

APPROVED BY:

DATE: 4-9-14

SHEET 1 OF 1



EXHIBIT "A"
MARIE AND MARGARTH STREET
LEGAL DESCRIPTION
5620-001B

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED JULY 22, 1953 IN BOOK 1493, PAGE 469, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MARGARTH STREET (44.00 FOOT NORTHERLY HALF WIDTH) AND THE CENTERLINE OF MARIE STREET (44.00 FOOT WESTERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NUMBER 13218 RECORDED IN BOOK 79, PAGE 64 OF MAPS, AND (44.00 FOOT EASTERLY HALF WIDTH) AS DESCRIBED IN INSTRUMENT NUMBER 37188, RECORDED MARCH 23, 1973, SAID OFFICIAL RECORDS, ALSO BEING THE CENTER SECTION CORNER OF SAID SECTION 11;

THENCE N 89°43'37" E ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N 89°43'37" E CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 617.64 FEET TO THE NORTHEASTERLY CORNER OF SAID GRANT DEED.

THENCE S 00°00'14" W, ALONG THE EASTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 33.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT OF 33.00 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE;

THENCE S 89°43'37" W; ALONG SAID PARALLEL LINE A DISTANCE OF 600.68 FEET;

THENCE S 50°33'33" W, A DISTANCE OF 22.01' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID GRANT DEED ;

THENCE N 00°03'08" E ALONG SAID PARALLEL LINE A DISTANCE OF 46.90 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 20,501 SQUARE FEET, OR 0.471 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000086031 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____



DATE: _____

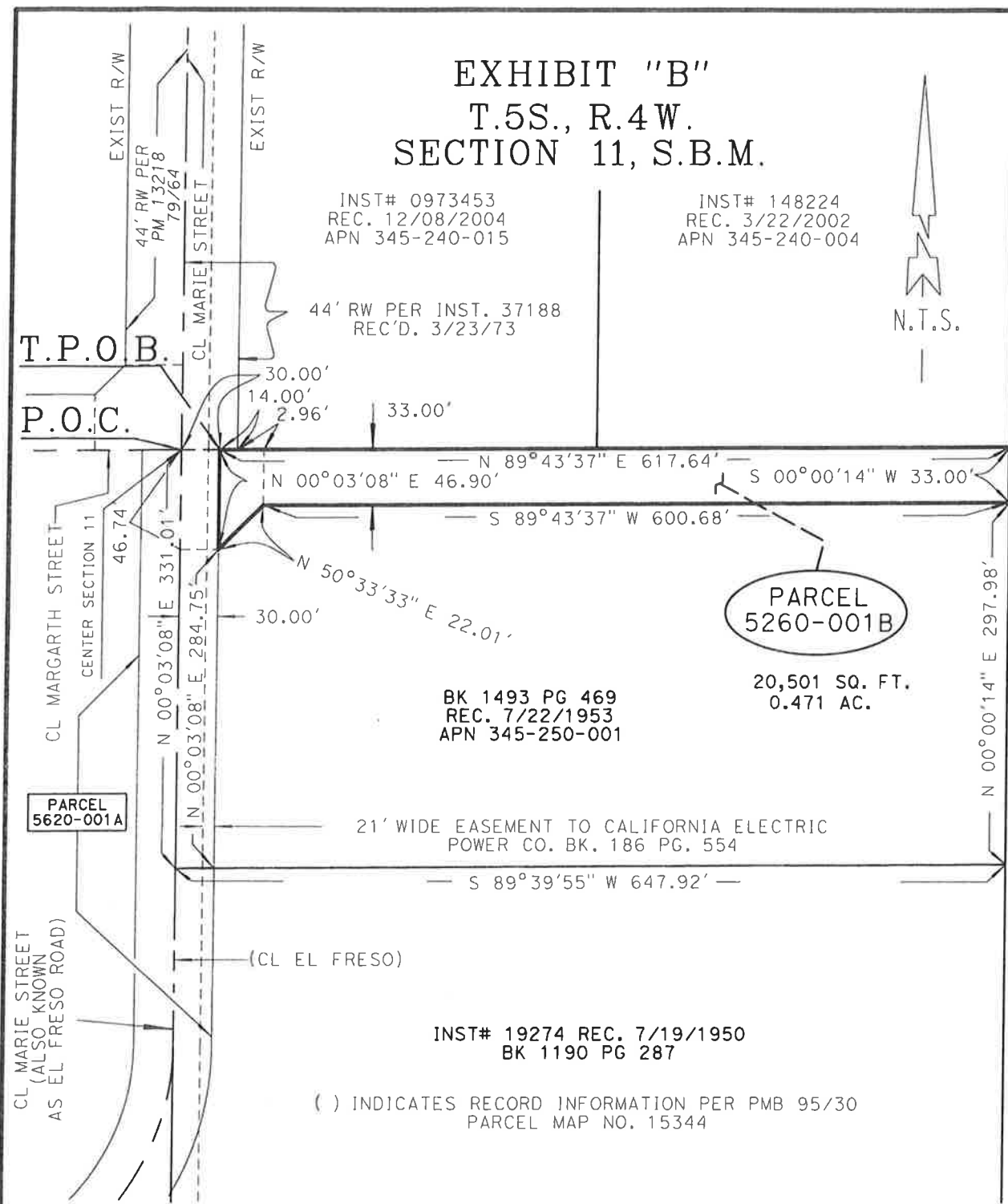
4-9-2014



EXHIBIT "B"
T.5S., R.4W.
SECTION 11, S.B.M.

INST# 0973453
 REC. 12/08/2004
 APN 345-240-015

INST# 148224
 REC. 3/22/2002
 APN 345-240-004



T.P.O.B.
P.O.C.

PARCEL
5260-001B

20,501 SQ. FT.
 0.471 AC.

BK 1493 PG 469
 REC. 7/22/1953
 APN 345-250-001

PARCEL
5620-001A

21' WIDE EASEMENT TO CALIFORNIA ELECTRIC
 POWER CO. BK. 186 PG. 554

INST# 19274 REC. 7/19/1950
 BK 1190 PG 287

() INDICATES RECORD INFORMATION PER PMB 95/30
 PARCEL MAP NO. 15344

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000086031

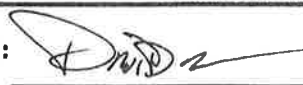
PCL No.: 5260-001B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: S5260	
SCALE: NTS	PROJECT: MARIE AND MARGARTH STREET
PREPARED BY: JCM	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
DATE: APRIL, 2014	APPROVED BY: 
SHEET 1 OF 1	DATE: 4-9-14



EXHIBIT "A"
MARIE AND MARGARTH STREET
LEGAL DESCRIPTION
5260-001C

AN EASEMENT LYING WITHIN A CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED OCTOBER 1, 1971 AS INSTRUMENT NUMBER 111250, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTH HALF ,OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER, OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 11;

THENCE N 89° 43' 04" E, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 11;

THENCE S 00° 03' 08" W ALONG SAID PARALLEL LINE, A DISTANCE OF 331.19 FEET TO THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 11;

THENCE S 89° 43' 57" W ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 11;

THENCE N 00° 03' 08" E ALONG SAID WEST LINE, A DISTANCE OF 331.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,937 SQUARE FEET, OR 0.228 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000086031 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: 

DATE: 4-9-2014



S 00°00'16" E 331.35'

EXHIBIT "B"

S 89°43'04" W 648.76'

S 89°43'04" W 618.76'

PARCEL 1

INST. 111250

REC'D 10/1/1971

APN. 345-260-001

SECTION 11,
N 1/2 OF NW 1/4
OF SW 1/4
OF SE 1/4
T.5S., R.4W. S.B.M.

PARCEL
5260-001C

9,937 SQ. FT.
0.228 AC.

S 00°03'08" W 331.19'

N 00°03'08" E 331.19'

S 89°43'57" W 619.04'

S 89°43'57" W 649.04'

LINE DATA

① N 00°03'08" E 1324.05'

APN. 345-260-002

△ 10' EASEMENT TO CALIFORNIA WATER
& TELEPHONE CO.
INST# 48453 REC. 5/9/1966

S 89°24'51" W 660.00'

P.O.B.

NW COR. OF SW 1/4 OF
SE 1/4 SEC. 11

30.00

MARIE STREET

(ALSO KNOWN AS EL FRESCO
ROAD)

TO CENTER 1/4

TO SOUTH 1/4

N 00°03'08" E 2648.40'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000086031

PCL No.: 5260-001C

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: S5260

PROJECT: MARIE & MARGARTH STREET

SCALE: NTS

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

PREPARED BY: JCM

DATE: APRIL, 2014

APPROVED BY:

DATE: 4-9-2014

SHEET 1 OF 1



ATTACHMENT "3"

Deed

1. A portion of APN's: 345-100-007, 345-250-001 & -002, and 345-260-001;
Parcels 5260-001A, 5260-001B and 5260-001C

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Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 400
Riverside, California 92501

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

SV:tg/022015/413TR/16.871

(Space above this line for Recorder's use)

PROJECT: MARIE STREET ROAD PROJECT
PARCELS: 5260-001A, 5260-001B and 5260-001C
PORTION OF APNS: 345-100-007 (Parcel E), 345-250-001 (Parcel A),
345-250-002 (Parcel B), & 345-260-001 (Parcel D)

EASEMENT DEED

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

MARGIE KING, a married woman, as her sole and separate property, as to Parcels A with APN: 345-250-001, B with APN: 345-250-002, and D with APN: 345-260-001;

MARGERIE V. RAVARE, a single woman, who acquired title as MARJORIE M. RAVARE, and MARGIE KING, a married woman, as her sole and separate property, each as to an undivided one-half interest as tenants-in-common as to Parcel E with APN: 345-100-007;

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: MARIE STREET ROAD PROJECT
PARCELS: 5260-001A, 5260-001B and 5260-001C
PORTION OF APNS: 345-100-007, 345-250-001 & -002, and 345-260-001

Dated: _____

GRANTOR:

MARGIE KING, a married woman, as her sole and separate property, as to Parcels A, B, and D;

By: _____
Margie King

MARGERY V. RAVARE, a single woman and MARGIE KING, a married woman, as her sole and separate property, each as to an undivided one-half interest as tenants-in-common as to Parcel E

By: _____
Margery V. Ravare

By: _____
Margie King

PROJECT: MARIE STREET ROAD PROJECT
PARCELS: 5260-001A, 5260-001B and 5260-001C
PORTION OF APNS: 345-100-007, 345-250-001 & -002, and 345-260-001

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, _____ 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 _____

Place Notary Seal Above

PROJECT: MARIE STREET ROAD PROJECT
PARCELS: 5260-001A, 5260-001B and 5260-001C
PORTION OF APNS: 345-100-007, 345-250-001 & -002, and 345-260-001

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 MARGIE KING, a married woman, as her sole and separate property, as to Parcels A, B, and D and MARGERY V. RAVARE, a single woman, who acquired title as MARJORIE M. RAVARE, and MARGIE KING, a married woman, as her sole and separate property each as to an undivided one-half interest as tenants-in-common as to Parcel E, 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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 3-6-15
SYNTHIA M. GUNZEL DATE



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management

Transportation Department

Patricia Romo, P.E.
Assistant Director of Transportation

DATE: March 24, 2015

TO: Mary Ann Meyer, Office of the County Clerk
MZambon

FROM: Russell Williams, Environmental Division Manager

RE: W.O. # ZC50071D Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 2003-138. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Andrew Huneck. If you have any questions, please contact Andrew at (951) 955- 1506 .

Attachment

cc: file



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
*Director of Transportation and
Land Management*

Transportation Department

Patricia Romo, P.E.
Assistant Director of Transportation

NOTICE OF EXEMPTION

March 9, 2015

PROJECT TITLE: Marie Street/ Margarth Street Road Project
Work Order #ZC50071D, Task Code #Z 1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Unincorporated Western Riverside County, Good Hope Community

SUPERVISORIAL DISTRICT: First Supervisorial District

PROJECT DESCRIPTION: The Riverside County Transportation Department (County) proposes to acquire right-of-way on Marie Street (El Fresco Road) from Margarth Street southerly to approximately 310 feet north of Poppy Hill Road. The purpose of the right-of-way acquisition is to provide the residents along this section of Marie Street with legal access to their properties.

The County is not proposing immediate changes in the existing use of the land and there are no design plans for the purposes of a transportation project. As no project is proposed in conjunction with the land acquisition at this time, environmental impacts associated with the property shall not occur. The County conditions that analysis and compliance under the California Environmental Quality Act (CEQA) shall occur prior to any proposed future use pursuant to Section 15004(b)(2)(A) of the CEQA Guidelines, which state:

“...agencies shall not: formally make a decision to proceed with the use of a site for facilities which would require CEQA review, regardless of whether the agency has made any final purchase of the site for these facilities, except that agencies may designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance.”

The County Transportation Department staff conducted a review of the above referenced project and has determined that the proposal qualifies for a Categorical Exemption per the CEQA Guidelines.

The Riverside County Transportation Department has found that the above described project is exempt from the provisions of the California Environmental Quality Act, based on the following:

California Environmental Quality Act Guidelines, Section 15061 (b) (3).

By: Andrew Huneck, Senior Transportation Planner

Signed: Mary Zambon (for)
Russell Williams, Environmental Division Manager

**RIVERSIDE COUNTY CLERK & RECORDER
AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATIONNUMBER: W.O. #ZC50071D, Task Code Z1530

AMOUNT: \$50.00

DATE: March 9, 2015

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: *Mary Zambon*

PRESENTED BY: Andrew Huneck, Senior Transportation Planner

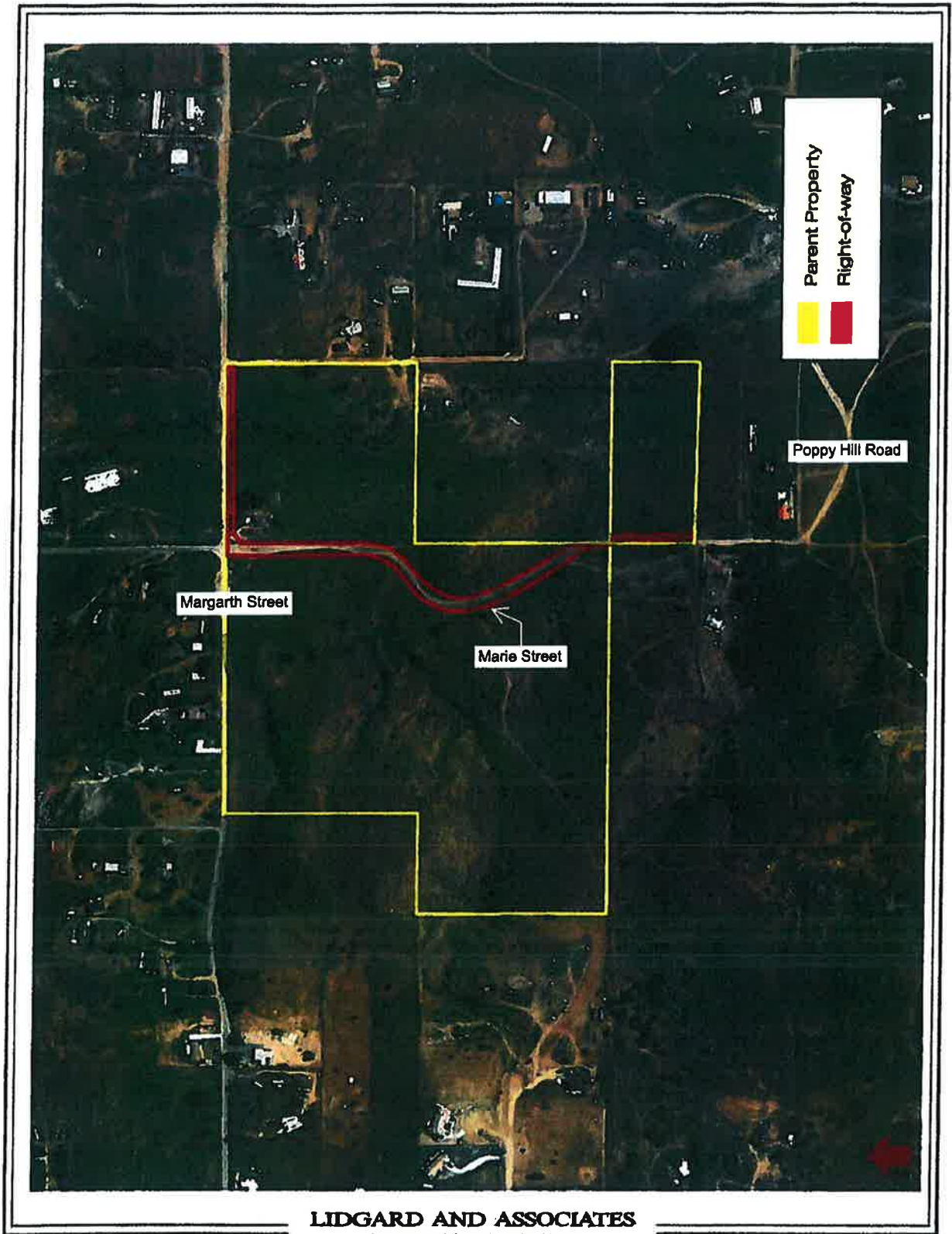
-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____

Marie Street Right-of-way Acquisition



LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS



LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS

KING



View looking northerly across the proposed partial acquisition area comprising the unimproved private road commonly known as Marie Street.

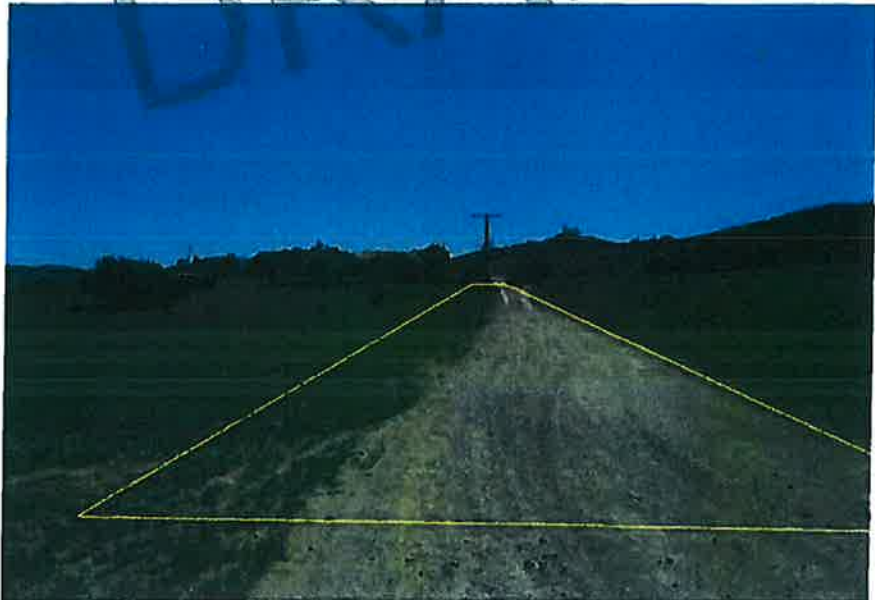


View looking southerly across the proposed partial acquisition area comprising the unimproved private road commonly known as Marie Street.

LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS



View looking northerly across the southerly portion of the proposed partial acquisition area.



View looking southerly across the southerly portion of the proposed partial acquisition area.

KING



View looking westerly across the proposed partial acquisition area along Margarth Street.



View looking easterly across the proposed partial acquisition area along Margarth Street.

LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS