

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *PAH* 5/13/15
Esteban Hernandez

FORM APPROVED COUNTY COUNSEL
BY: *GR* 4/13/15
GREGORY P. PRINCE
DATE

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

919
A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
May 7, 2015

SUBJECT: Right of Way Easement Acquisition Agreement for the Marie and Margarth Streets Road Project, CEQA Exempt, District 1, [\$15,475], [\$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 Easement Acquisition Agreement for Parcel 5260-004A, located within a portion of Assessor's Parcel Number 345-250-003;
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
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 | \$ 15,475 | \$ 0 | \$ 15,475 | \$ 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
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

3-14

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

Economic Development Agency and Transportation Department

FORM 11: Right of Way Easement Acquisition Agreement for the Marie and Margarth Streets Road Project, CEQA Exempt, District 1, [\$15,475], [\$400 per year maintenance] District 1DA-100%

DATE: May 7, 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 amount of \$1,200 to acquire a permanent easement over Parcel Number 5260-004A;
6. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$14,275 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 (EDA) has negotiated the acquisition of a permanent easement interest in real property over a portion of Assessor's Parcel Number 345-250-003 from Fuenling Angel Sun, a single woman (Sun) for the price of \$1,200. There are costs of \$14,275 associated with this transaction. The County and the property owner desire to enter into the Right of Way Easement Acquisition Agreement to provide the terms and conditions for the acquisition of the above-referenced easement interest.

Sun will execute an Easement Deed in favor of the County of Riverside referenced as Parcel Number 5260-004A, located within a portion of Assessor's Parcel Number 345-250-003.

The Right of Way Easement 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 and Transportation Department

FORM 11: Right of Way Easement Acquisition Agreement for the Marie and Margarth Streets Road Project, CEQA Exempt, District 1, [\$15,475], [\$400 per year maintenance] District 1DA-100%**DATE:** May 7, 2015**PAGE:** 3 of 3**SUPPLEMENTAL:****Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of easement rights over a portion of Assessor's Parcel Number 345-250-003.

| | |
|-----------------------------------|----------|
| Price | \$ 1,200 |
| Estimated Title and Escrow | 750 |
| Preliminary Title Report | 600 |
| County Appraisal | 2,925 |
| Owner Appraisal | 5,000 |
| EDA/FM Real Property Staff Time | 5,000 |
| Total Estimated Acquisition Costs | \$15,475 |

All costs associated with this easement 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 Easement Acquisition Agreement (4)

Notice of Exemption

1 PROJECT: MARIE STREET ROAD PROJECT

2 PARCEL: 5260-004A

3 APN: 345-250-003 (portion)

4
5 **RIGHT OF WAY EASEMENT ACQUISITION AGREEMENT**

6 This Right of Way Easement Acquisition Agreement, ("Agreement"), is made by
7 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
8 California ("County"), and FUENLING ANGEL SUN, a single woman, ("Grantor").
9 County and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located east side of Marie
12 Street (also known as El Fresno Road) in the Good Hope community, County of
13 Riverside, State of California, as depicted on the Plat Map identified as Attachment "1,"
14 attached hereto and made a part hereof. The real property consisting of 10.00 acres of
15 land is also known as Assessor's Parcel Number: 345-250-003 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desire to
17 purchase a permanent easement ("ROW"), for the purpose of the Marie Street Road
18 Project ("Project") as follows: an Easement Deed in favor of County referenced as
19 Parcel 5260-004A and described on Attachment "2" attached hereto and made a part
20 hereof; pursuant to the terms and conditions set forth herein; and

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

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

26 ///

27 ///

28 ///

1 **ARTICLE 1. AGREEMENT**

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

4 2. Consideration. For good and valuable consideration, Grantor agrees to
5 sell and convey to the County, and the County agrees to purchase from Grantor all of
6 the Right-of-Way Property described herein, under the terms and conditions set forth in
7 this Agreement. The full consideration for the Right-of-Way Property consists of the
8 purchase price amount for the real property interests to be acquired by the County
9 ("Purchase Price"). The Purchase Price in the amount of One Thousand Two Hundred
10 Dollars (\$1,200) is to be distributed to Grantor in accordance with this Agreement.

11 3. County Responsibilities:

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

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

25 i. Purchase Price. Deposit into Escrow the Purchase
26 Price in the amount of One Thousand Two Hundred Dollars (\$1,200) (the "Deposit").

27 ///

28 ///

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

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

8 ii. County will deposit all other such documents
9 consistent with this Agreement as are reasonably required by Escrow Holder or
10 otherwise to close escrow.

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

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

17 a. The Easement Deed executed, acknowledged and
18 delivered to Stephi Villanueva, Supervising Real Property Agent for the County or to
19 Escrow Holder, substantially in the form attached hereto as Attachment "3," (Deed)
20 granting the portion of the Property, subject to the following:

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

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

27 3. Easements or rights of way of record over said
28 land for public or quasi-public utility or public street purposes, if any;

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

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

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

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

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

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

17 4. Grantor Responsibilities.

18 A. Execute and acknowledge an Easement Deed in favor of the
19 County for road purposes dated 1-28-15 identified as Parcel Number 5260-004A
20 and deliver deed to Stephi Villanueva, Supervising Real Property Agent for the County
21 or to the Escrow Holder.

22 B. Grantor shall indemnify, defend, protect, and hold the County of
23 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
24 Supervisors, elected and appointed officials, employees, agents, representatives,
25 successors, and assigns free and harmless from and against any and all claims,
26 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
27 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
28 indirectly, by either (a) the presence in, within, under, or about the parcel for the

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

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

21 **ARTICLE II. MISCELLANEOUS**

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

27 2. This Agreement embodies all of the considerations agreed upon between
28 the County and Grantor. This Agreement was obtained without coercion, promises

1 other than those provided herein, or threats of any kind whatsoever by or to either
2 party.

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

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

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

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

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

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

26
27
28 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

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

6
7 Dated: _____

8 COUNTY:

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

11 By: _____

12 Marion Ashley, Chairman
13 Board of Supervisors

GRANTOR:

FUENLING ANGEL SUN, a single
woman

By: _____


Fuenling Angel Sun

14 ATTEST:

15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: _____

18 Deputy

19 APPROVED AS TO FORM:

20 Gregory P. Priamos
21 County Counsel

22 By:  _____

23 Patricia Munroe
24 Deputy County Counsel

25
26
27
28 SV:ra/102314/413TR/16.857 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.857.doc

ATTACHMENT "1"
Assessor's Plat Map

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ATTACHMENT "2"
Legal Description and Plat Map

EXHIBIT "A"
MARIE AND MARGARTH STREET
LEGAL DESCRIPTION
5260-004A

AN EASEMENT LYING WITHIN THE SOUTHWEST ONE-QUARTER, OF THE NORTHWEST 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 SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER, OF SAID SECTION 11;

THENCE N 00° 03' 08" E ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 143.03 FEET;

THENCE S 27° 56' 01" E, A DISTANCE OF 19.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°59'09", AN ARC DISTANCE OF 87.92 FEET;

THENCE S 00° 03' 08" W, A DISTANCE OF 41.53 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER, OF SAID SECTION 11;

THENCE S 89° 43' 04" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 30.00 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 3,280 SQUARE FEET, OR 0.075 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



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

CL MARGARTH STREET

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

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

N 89°43'22" E 648.19'

INST. 2014-0096361

REC'D 03/14/2014

APN. 345-250-003

① N 0°03'08" E 143.03'

② S 0°03'08" W 331.01'

③ S 0°03'08" W 331.01'

PARCEL 1

INST. 1971-111250

REC'D 10/1/1971

APN. 345-100-007

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

N.T.S.

PARCEL
5260-004A

3,280 SQ. FT.
0.075 AC.

DETAIL
N.T.S.

S 27°56'01" E 19.08'

Δ=27°59'09" R=180.00'
T=44.86' L=87.92'

S 0°03'08" W 41.53'

P.O.B. S 89°43'04" W 30.00'

N 89°43'04" E 648.76'

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

P.O.B.

SW COR, SW 1/4,
NW 1/4, SE 1/4
SEC 11

CL MARIE STREET
(ALSO KNOWN AS
EL FRESNO ROAD)

PARCEL 1
PM 15344
PM 95/30

30' RW PER PM 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.: 5260-004A

WO No.: S5260

SCALE: NTS

PREPARED BY: JCM

DATE: APRIL, 2014

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: MARIE AND MARGARTH STREET

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:

DATE:

4-9-2014



ATTACHMENT "3"

Deed

1. A portion of APN: 345-250-003; Parcel 5260-004A in favor of the County

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:s/042814/413TR/16.858

(Space above this line for Recorder's use)

PROJECT: MARIE STREET ROAD PROJECT
PARCEL: 5260-004A
APN: 345-250-003 (portion)

EASEMENT DEED

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

FUENLING ANGEL SUN, a single woman

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
PARCEL: 5260-004A
APN: 345-250-003 (portion)

Dated: _____

GRANTOR:
FUENLING ANGEL SUN, a single
woman

Fuenling Angel Sun

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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, _____,

*Date**Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

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 _____

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

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 FUENLING ANGEL SUN, a single woman, 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



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

MEMORANDUM

DATE: March 23, 2015

TO: Mary Ann Meyer, Office of the County Clerk

FROM: *Mzambon*
Russell Williams, Environmental Division Manager

RE: **Margarth Street/Marie Street Improvement Project**
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 Andy 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

Transportation Department NOTICE OF EXEMPTION

March 23, 2015

PROJECT TITLE: Margarth Street/Marie Street Improvement Project
Work Order #ZC50071D, Task Code #Z1530

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Located in Western Riverside County, Good Hope Community

SUPERVISORIAL DISTRICT: First

PROJECT DESCRIPTION: The Riverside County Transportation Department (County) proposes to acquire right-of-way on Marie Street (El Fresco Road) at Assessor Parcel Number 345-250-003 located approximately 655 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 parcel shall not occur. The County of Riverside conditions that analysis and compliance under CEQA shall occur prior to any proposed future use pursuant to Section 15004(b)(2)(A) of the CEQA Guidelines, which states:

"... 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 Riverside County Transportation Department Staff conducted a review of the above referenced project and has determined that the proposals qualify for a Categorical Exemption per the California Environmental Quality Act (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 (CEQA), based on the following:

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

By: Andrew Huneck, Senior Transportation Planner

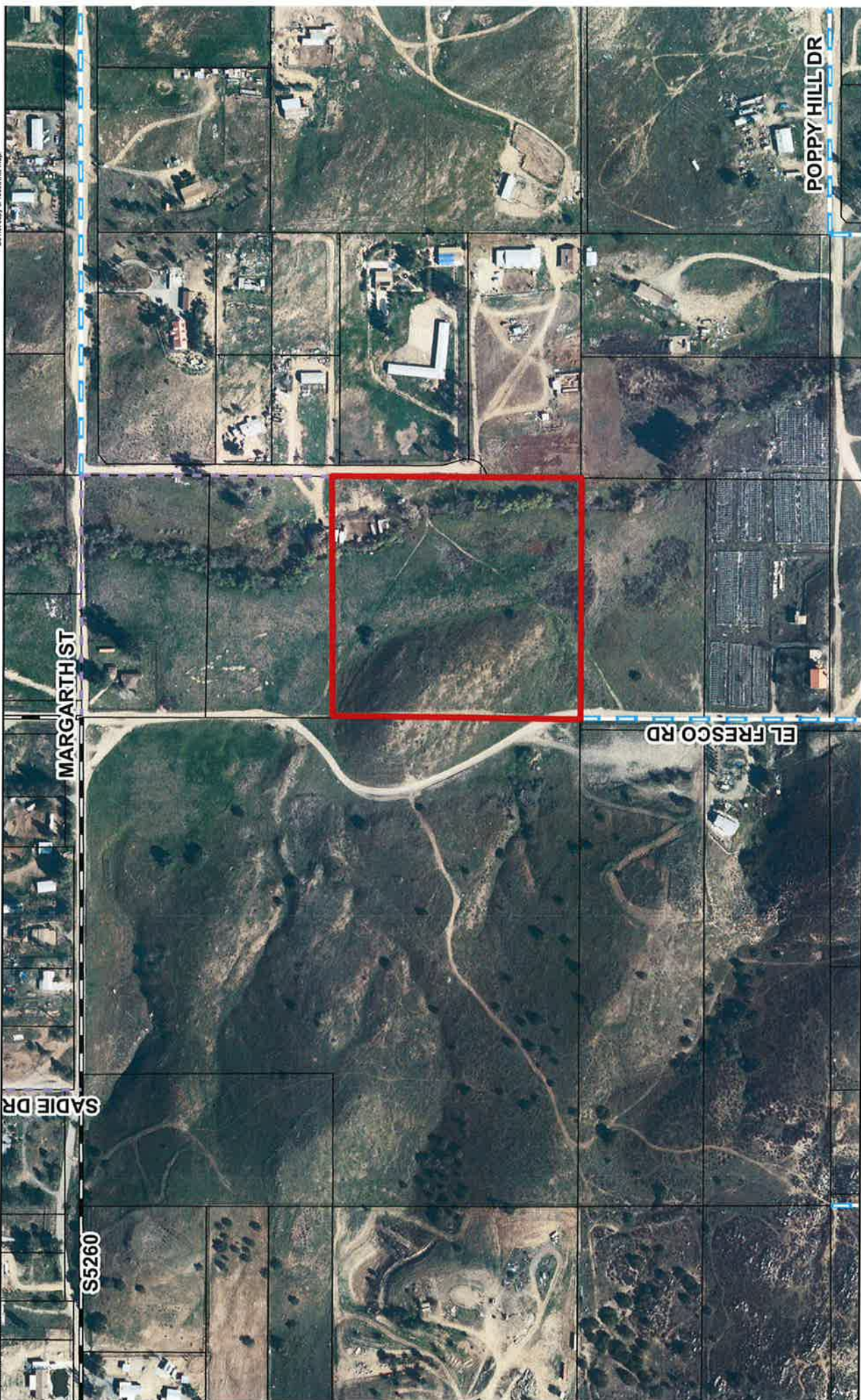
Signed: Mary Zambora
Russell Williams, Environmental Division Manager

APN: 345-250-003

115 230 460 Feet

ch = 345 feet
photos flown 2/11 (WB, CV) or 4/07 (REMAP, B/WIR)
led by airmail on 3/16/2015

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and positions are represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS staff will be responsible for the most current information. Do not rely or read this map.



RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION: W.O.#C50071D, Task Code Z1530
NUMBER 537280-20000-3130500000 ZC50071D Z1530

AMOUNT: \$50.00

DATE: March 23, 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 Zamboni

PRESENTED BY: Andrew Huneck

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____