

APPROVED COUNTY COUNSEL 11/15/13
FATIMA MUNROE
FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY 12/18/13
Departmental Concurrence

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

819



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
December 23, 2014

SUBJECT: Right of Way Acquisition Agreement and Permit to Enter and Construct Agreement for the Krameria Avenue and Washington Street Traffic Signal Project – Woodcrest, District 1, [\$13,950] 100% West County Developer Impact Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0129-002 and Permit to Enter and Construct Agreement, all within a portion of Assessor's Parcel Number 273-190-006;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction; and

RECOMMENDED MOTION: (Continued)

Patricia Romo

Assistant Director of Transportation

Juan C. Perez, Director
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	\$ 13,950	\$ 0	\$ 13,950	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: West County Developer Impact Fund (DIF)
Signal Mitigation Fund – 100%

Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 7, 2014
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: Regina Rose
Deputy

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

3-24

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 and Permit to Enter and Construct Agreement for the Krameria Avenue and Washington Street Traffic Signal Project – Woodcrest, District 1, [\$13,950] 100% West County Developer Impact Fund

DATE: December 23, 2013

Page 2 of 2

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$6,100 to acquire Parcel 0129-002, within a portion of Assessor's Parcel Number 273-190-006 as well as \$7,850 to pay all related transaction costs.

BACKGROUND:

Summary

The County of Riverside Transportation Department (RCTD) is proposing to install a traffic signal project at the intersection of Krameria Avenue and Washington Street near the Woodcrest Elementary School in the Woodcrest area (Project).

The Notice of Exemption was filed and posted on July 1, 2013. RCTD staff conducted a review of the project and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15301(c).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 273-190-006 from Carlos Castaneda (Castaneda) for the price of \$6,100 as well as a Permit to Enter and Construct at no cost. There are costs of \$7,850 associated with this transaction. Castaneda will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 273-190-006 referenced as Parcel 0129-002.

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

Impact on Citizens and Businesses

Installation of the traffic signal will relieve traffic congestion, thus improving public safety in the area.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 273-190-006:

Acquisition	\$ 6,100
Permit to Enter and Construct	0
Estimated Title and Closing Costs	1,100
Preliminary Title Report	400
County Appraisal	2,850
EDA/FM Real Property Staff Time	3,500
Total Estimated Acquisition Costs	\$13,950

All costs associated with the acquisition of this property are fully funded by the West County DIF Signal Mitigation Fund in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement (4)

Permit to Enter and Construct Agreement (4)

CARLOS CASTANEDA, a widower
("Grantor")

COUNTY OF RIVERSIDE, a political subdivision of the State of California
("County")

PROJECT: Krameria Avenue and Washington
Street Traffic Signal Project

APN(S): 273-190-006 (portion)

PERMIT TO ENTER AND CONSTRUCT

This Permit to Enter and Construct ("Permit") is made and entered into this
7 day of January, 2014, ("Effective Date") between CARLOS
CASTANEDA, a widower ("Grantor"), and the COUNTY OF RIVERSIDE, a political
subdivision of the State of California ("County"). Grantor and County are sometimes
collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor is the owner of certain real property known as 16981
Krameria Avenue, in the Woodcrest area of the County of Riverside, State of
California, (Assessor's Parcel Number 273-190-006), as depicted on the Plat Map
identified as Exhibit "A," attached hereto and incorporated herein by reference,
("Property"), and has the right to grant to County permission to enter upon and use the
Property;

WHEREAS, County of Riverside Transportation Department is currently working
on a traffic signal project located at the intersection of Krameria Avenue and
Washington Street in the Woodcrest area ("Project"); and

1 WHEREAS, County desires to obtain Grantor's permission and Grantor desires
2 to grant the right to enter upon and use the portion of the Property, on a temporary
3 basis, to perform necessary work shown on Exhibit "B" and Items 1 and 2 described on
4 Exhibit "C," both attached hereto and incorporated herein by reference, and for all
5 purposes necessary to facilitate and accomplish the construction of the Project; and

6 NOW, THEREFORE, Grantor and County do hereby agree as follows:

7
8 **AGREEMENT**

9 1. All of the recitals are true and correct and by this reference are incorporated
10 herein.

11 2. Grantor hereby grants to County and its agents, employees and contractors,
12 permission and the temporary right to enter onto the portion of the Property for the
13 purpose of performing the necessary work depicted on Exhibit "B" and Items 1 and 2
14 described in Exhibit "C," and for all purposes necessary to facilitate and accomplish the
15 construction of the Project.

16 3. This permission is granted in consideration of the benefits which may accrue
17 to the Property.

18 4. A five (5) day written notice shall be given to Grantor prior to using the rights
19 herein granted. The rights herein granted may be exercised for six (6) months from the
20 five (5) day written notice, or until completion of said Project, whichever occurs later.

21 5. Prior to any entry upon the Property for any of the purposes herein above set
22 forth, County shall notify the authorities in charge named below by written and/or oral
23 notice at least forty-eight (48) hours prior to commencement of work.

24 Name: Carlos Castaneda
25 Address: 16981 Krameria Avenue
26 Riverside, CA. 92504
27 Phone: 951-780-8023
28

1 6. County shall not permit to be placed against the Property, or any part thereof,
2 any design professionals', mechanics', materialman's contractors' or subcontractors'
3 liens with the regard to County's actions upon the Property.

4 7. Grantor shall be held harmless from all claims of third persons arising from
5 the use by County of the Property.

6 8. County shall, in all activities undertaken pursuant to this Permit, comply and
7 cause its contractors, agents, and employees to comply with all federal, state, and local
8 laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.
9 Without limiting the generality of the foregoing, County, at its sole cost and expense,
10 shall obtain any and all permits which may be required by any law, regulation or
11 ordinance for any activities County desires to conduct or have conducted pursuant to
12 this Permit.

13 9. This Permit is the result of negotiations between the Parties hereto. The
14 Parties further declare and represent that no inducement, promise or agreement not
15 herein expressed has been made to them and this Permit contains the entire
16 agreement of the Parties, and that the terms of this Permit are contractual and not a
17 mere recital. Any ambiguity in the Permit or any of its provisions shall not be
18 interpreted against the party drafting the Permit.

19 10. The undersigned represents that it has the authority to, and does, bind the
20 person or entity on whose behalf and for whom it is signing this Permit and the
21 attendant documents provided for herein, and this Permit and said additional
22 documents are, accordingly, binding on said person or entity.

23 11. This Permit will be governed and construed by the laws of the State of
24 California.

25 12. Any action at law or in equity brought by either of the Parties hereto for the
26 purpose of enforcing a right or rights provided for by this Permit shall be tried in a court
27 of competent jurisdiction in the County of Riverside, State of California, and the Parties
28

1 hereby waive all provisions of law providing for a change of venue in such proceedings
2 to any other county.

3 13. The Permit shall not be changed, modified, or amended except upon the
4 written consent of the Parties hereto.

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6 (SIGNATURES ON NEXT PAGE)
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Permit to Enter
2 and Construct on the date first above written.

3 Date: JAN 07 2014

4 COUNTY:

GRANTOR:

5
6 COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

CARLOS CASTANEDA, a widower

7
8 By: Jeff Stone
9 Jeff Stone, Chairman
Board of Supervisors

By: Carlos Castaneda
Carlos Castaneda

10 ATTEST:

11 Kecia Harper-Ihem
12 Clerk of the Board

13 By: Raquel Roseh
14 Deputy

15
16 APPROVED AS TO FORM:

17 Pamela J. Walls
County Counsel

18
19 By: Patricia Munroe
20 Patricia Munroe
Deputy County Counsel

EXHIBIT "A"
ASSESSOR'S PLAT MAP

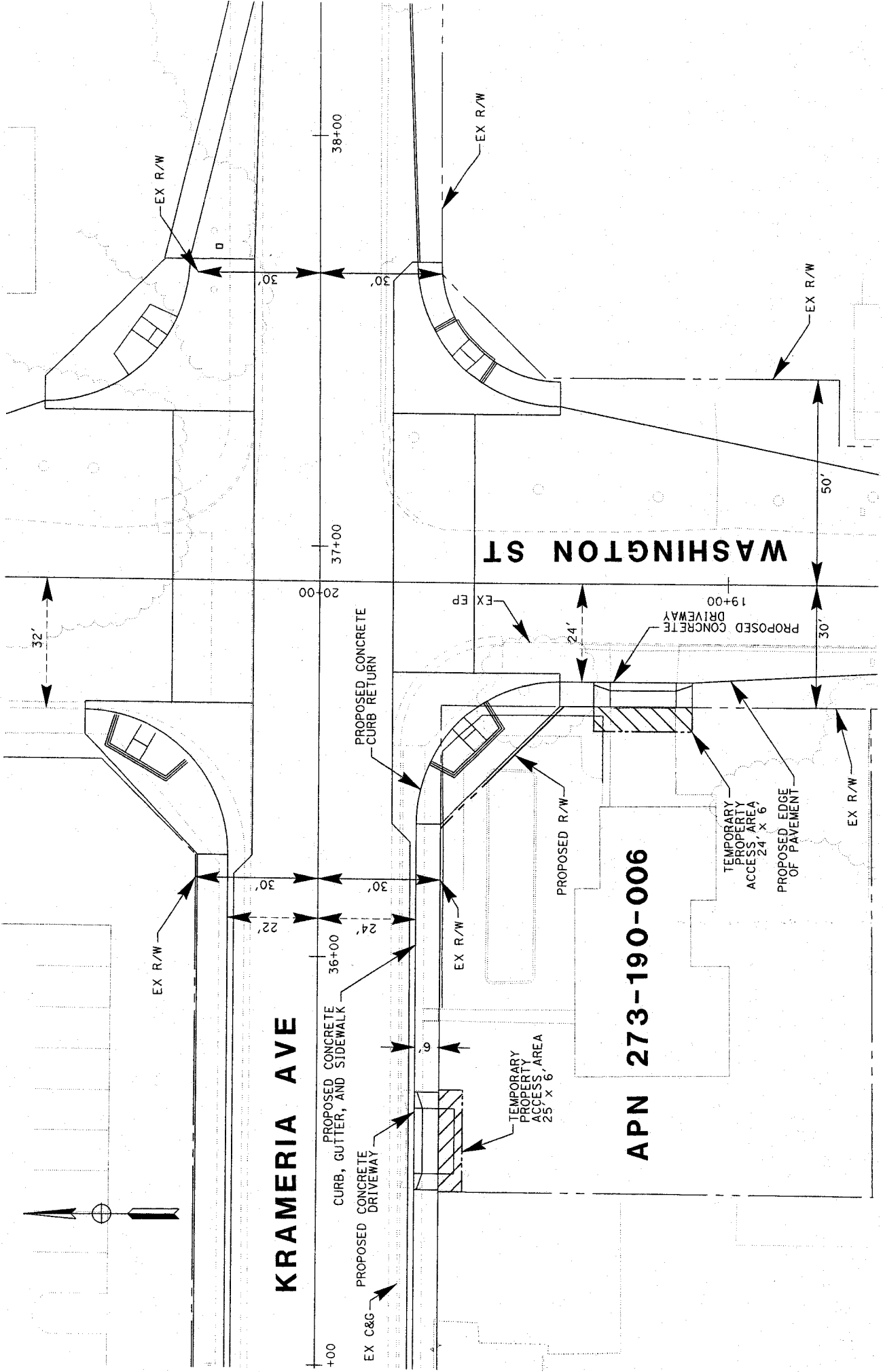
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EXHIBIT "B"
CONSTRUCTION PLAN

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APN 273-190-006

EXHIBIT "C"

1	Access to an approximate 25 feet by 6 foot area beyond the Right of Way area for the Krameria Avenue driveway to provide a smooth transition.
2	Access to an approximate 24 feet by 6 foot area beyond the Right of Way area for Washington Street driveway to provide a smooth transition.

PROJECT: KRAMERIA AVENUE AND WASHINGTON
STREET TRAFFIC SIGNAL PROJECT

PARCEL: 0129-002

APN: 273-190-006 (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 CARLOS CASTANEDA, a widower, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located at 16981 Krameria Avenue in Riverside, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consists of 12,600 square feet of land improved with a 1,276 square foot single-family residence and is also known as Assessor's Parcel Number: 273-190-006 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase an easement interest for road purposes in the portion of the Property ("ROW"), for the purpose of constructing the Krameria Avenue and Washington Street Traffic Signal Project ("Project") as follows: an Easement Deed in favor of the County of Riverside for road purposes referenced as Parcel 0129-002 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 Grantor as listed on the signature page of this Agreement;

JAN 07 2014

3-24

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

3 **ARTICLE 1. AGREEMENT**

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

6 2. Consideration. For good and valuable consideration, Grantor agrees to
7 sell and convey to the County, and the County agrees to purchase from Grantor all of
8 the Right-of-Way Property described herein, under the terms and conditions set forth in
9 this Agreement. The full consideration for the Right-of-Way Property consists of the
10 purchase price amount for the real property interest to be acquired by the County
11 ("Purchase Price"). The Purchase Price in the amount of Six Thousand One Hundred
12 Dollars (\$6,100) is to be distributed to Grantor in accordance with this Agreement.

13 3. County Responsibilities:

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

25 B. Upon the opening of Escrow, the County shall deposit the
26 Consideration as follows:

27 i. Purchase Price. Deposit into Escrow the Purchase
28 Price in the amount of Six Thousand One Hundred Dollars (\$6,100) (the "Deposit").

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

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

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

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

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

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

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

26 3. Easements or rights of way of record over said
27 land for public or quasi-public utility or public street purposes, if any;
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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 i. 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 ii. 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 G. County shall, at its own cost and expense, construct Item 1 shown
18 on Attachment "4," attached hereto and made a part hereof.

19 H. County shall pay Grantor for Items 2 through 5 listed on
20 Attachment "4." The amount is included in Paragraph 2 above.

21 4. Grantor Responsibilities.

22 A. Execute and acknowledge an Easement Deed in favor of the
23 County of Riverside for road purposes dated _____ identified as
24 Parcel Number 0129-002 and deliver deed to Lorie Houghlan, Real Property Agent for
25 the County or to the Escrow Holder.

26 B. Retain the contractor(s) to complete Items 2 through 5 listed in
27 Attachment "4" and directly compensate each contractor for all costs, fees, and
28 expenses. The County is not responsible for any payment to the contractor(s) selected

1 by Grantor and Grantor shall indemnify, defend, and hold harmless the County, its
2 officers, employees, officials, representatives or agents free from and against any and
3 all claims, liabilities, penalties, forfeitures, losses or expenses, including reasonable
4 attorneys' fees, whatsoever arising from or caused by any actions or omissions of
5 Grantor in connection with Grantor's selection and use of any of the contractors.

6 C. Grantor shall indemnify, defend, protect, and hold the County of
7 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
8 Supervisors, elected and appointed officials, employees, agents, representatives,
9 successors, and assigns free and harmless from and against any and all claims,
10 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
11 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
12 indirectly, by either (a) the presence in, within, under, or about the parcel for the
13 presence of hazardous materials, toxic substances, or hazardous substances as a
14 result of Grantor's use, storage, or generation of such materials or substances or (b)
15 Grantor's failure to comply with any federal, state, or local laws relating to such
16 materials or substances. For the purpose of this Agreement, such materials or
17 substances shall include without limitation hazardous substances, hazardous
18 materials, or toxic substances as defined in the Comprehensive Environmental
19 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
20 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
21 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
22 (1988); and those substances defined as hazardous wastes in section 25117 of the
23 California Health and Safety Code or hazardous substances in section 25316 of the
24 California Health; and in the regulations adopted in publications promulgated pursuant
25 to said laws.

26 D. Grantor shall be obligated hereunder to include without limitation,
27 and whether foreseeable or unforeseeable, all costs of any required or necessitated
28 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation

1 and implementation of any closure, remedial action, or other required plans in
2 connection therewith, and such obligation shall continue under the parcel has been
3 rendered in compliance with applicable federal, state, and local laws, statutes,
4 ordinances, regulations, and rules.

5 **ARTICLE II. MISCELLANEOUS**

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

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

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

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

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

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

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

8 8. Grantor and its assigns and successors in interest shall be bound by all
9 the terms and conditions contained in this Agreement, and all the Parties thereto shall
10 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 Dated: JAN 07 2014
7 _____

8 COUNTY:

GRANTOR:

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

CARLOS CASTANEDA, a widower

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

By: Carlos Castaneda
Carlos Castaneda

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

17 By: Raguel Rose
18 Deputy

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

22 By: Patricia Munroe
23 Patricia Munroe
24 Deputy County Counsel

25
26 LH:ra/100113/413TR/16.336 S:\Real Property\TYPING\Docs-16.000 to 16.499\16.336.doc
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ATTACHMENT "1"
Assessor's Plat Map

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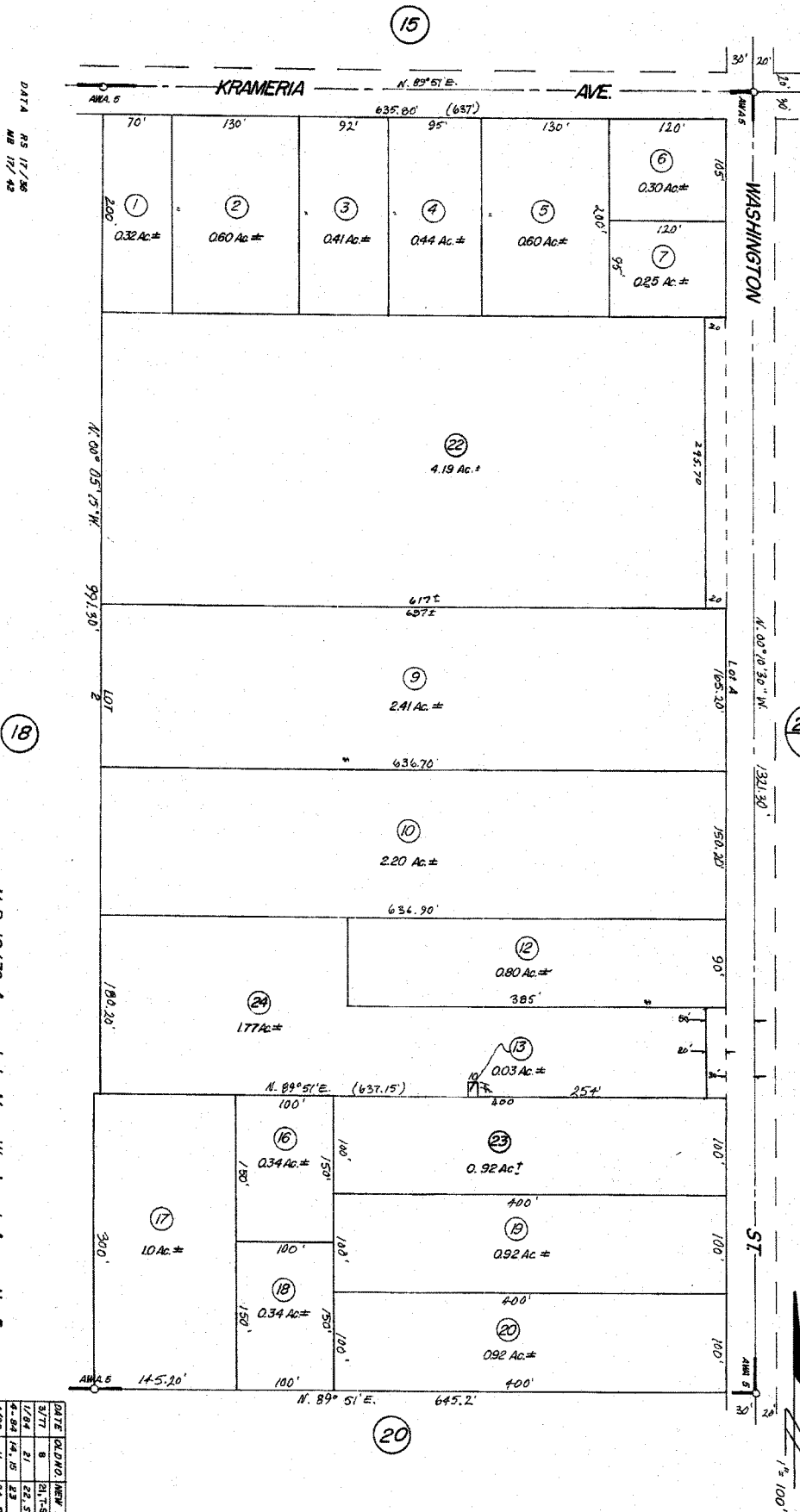
THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

FOR NE 1/4 SE 1/4 SEC. 26 T. 35. R. 5 W.

T. R. A. 8807

273-19

11-48-2



ASSESSOR'S MAP BK. 273 PG. 19
RIVERSIDE COUNTY, CALIF.

M.B. 18/39 Amended Map Woodcrest Acres No. 5

JAN. 1974

DATE	PLANNING	NEW	NO.
3/77	6	21	51
1/84	21	22	57
4-84	14	15	23
4/88	11	24	57

ATTACHMENT "2"

Legal Description and Plat Map

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EXHIBIT "A"
LEGAL DESCRIPTION
0129-002

BEING A PORTION OF LOT 2 AS SHOWN ON THE AMENDED MAP OF WOODCREST ACRES NO. 5 ON FILE IN BOOK 18, PAGE 39 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (30.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF WASHINGTON STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID AMENDED MAP;

THENCE S 00°10'30" E ALONG SAID CENTERLINE OF WASHINGTON STREET, A DISTANCE OF 29.99 FEET;

THENCE S 89°49'30" W, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET, BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°10'30" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;

THENCE N 45°09'45" W, A DISTANCE OF 42.44 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF KRAMERIA AVENUE;

THENCE N 89°51'00" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 450 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE GROUND DISTANCES BASED UPON RECORD MAPS AS NOTED.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

Timothy F. Rayburn

DATE: _____

5/7/2013





T.3S., R.5W., S.B.M.
SECTION 26

EXHIBIT "B"
0129-002

MB 15/24

FERTILE ACRES
MB 11/71

(N 89°51'E 2691.6')

TO CENTER
SEC 26
T.3S., R.5W.

P.O.C.

KRAMERIA AVE.

T.P.O.B.

R/W PER MB 18/39

MB
18/39

AMENDED MAP
WOODCREST ACRES
NO. 5

PORTION OF LOT 2

PARCEL
0129-002

450 SQ.FT.
0.010 AC.

LINE DATA:

- ① S 00°10'30" E 29.99'
- ② S 89°49'30" W 30.00'
- ③ S 00°10'30" E 30.00'
- ④ N 45°09'45" W 42.44'
- ⑤ N 89°51'00" E 30.00'

INST. 377408 REC. 5/27/2003

APN 273-190-006



() INDICATES RECORD DATA PER MB 18/39.
<> INDICATES REDORD DATA PER INST# 377408 REC. 5/27/2003
ALL DISTANCES SHOWN ARE GROUND DISTANCES.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: WASHINGTON & KRAMERIA AVE

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: *Timothy F. Rayburn* DATE: 5/7/2013

PAR. NO.:	0129-002
PREPARED BY:	KKC-B/DLM
SCALE:	N.T.S.
DATE:	MAY, 2013
W.O. NO.:	C2-0129
SHEET 1 OF 1	

ATTACHMENT "3"

Deed Form

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Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th 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)

LH:ra/100113/413TR/16.338

(Space above this line for Recorder's use)

PROJECT: Krameria Avenue and Washington Street
Traffic Signal Project
PARCEL: 0129-002
APN: 273-190-006 (portion)

EASEMENT DEED

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

CARLOS CASTANEDA, a widower

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: Krameria Avenue and Washington Street Traffic Signal Project
PARCEL: 0129-002
APN: 273-190-006 (portion)

Dated: _____

GRANTOR:
CARLOS CASTANEDA, a widower

Carlos Castaneda

STATE OF CALIFORNIA

)
)ss
)

COUNTY OF _____

On _____, before me, _____, a Notary
Public in and for said County and State, personally appeared
_____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

[SEAL]

PUBLIC ROAD AND UTILITY EASEMENT

**CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from CARLOS CASTANEDA, a widower, 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

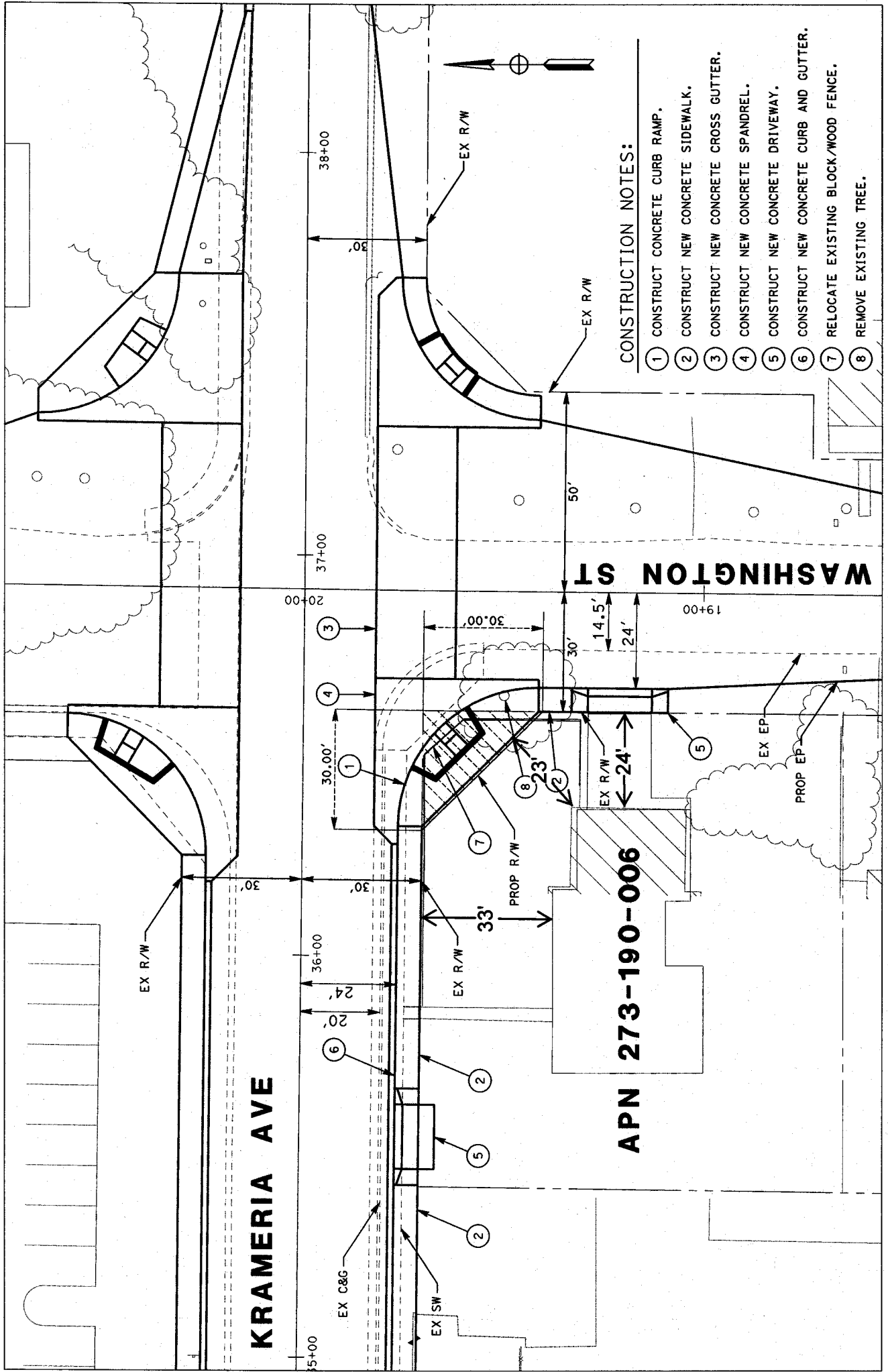
By: _____, Deputy

ATTACHMENT "4"

GRANTOR COST-TO-CURE ITEMS

The Grantor Cost-to-Cure Payment to be paid by County in the amount of One Thousand Thirty Seven Dollars (\$1,037) for the items listed below. All exhibits referenced below are attached hereto and made a part hereof.

Item	Description of Work	Amount
1	Concrete approach	Replaced by contractor
2	Concrete block/wood fencing	\$465
3	Concrete planter edging	\$249
4	Irrigation system	\$210
5	Landscaped area	\$113
	Total Grantor Cost-to-Cure Items	\$1,037



CONSTRUCTION NOTES:

- ① CONSTRUCT CONCRETE CURB RAMP.
- ② CONSTRUCT NEW CONCRETE SIDEWALK.
- ③ CONSTRUCT NEW CONCRETE CROSS GUTTER.
- ④ CONSTRUCT NEW CONCRETE SPANDREL.
- ⑤ CONSTRUCT NEW CONCRETE DRIVEWAY.
- ⑥ CONSTRUCT NEW CONCRETE CURB AND GUTTER.
- ⑦ RELOCATE EXISTING BLOCK/WOOD FENCE.
- ⑧ REMOVE EXISTING TREE.