

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

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

662A



FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBMITTAL DATE:
December 22, 2014

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

RECOMMENDED MOTION: That the Board of Supervisors:

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

(Continued)

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

[Signature]
Patricia Romo Assistant Director of
Transportation, for Juan C. Perez
Director of Transportation and
Land Management

[Signature]
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	\$ 13,100	\$ 0	\$ 13,100	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax- 100%

Budget Adjustment: No

For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: [Signature]
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: January 6, 2015
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

Prev. Agn. Ref.: 3-4 of 4/29/14; 3-8 of 5/6/14; 9-6 of 6/17/14

District: 1/1

Agenda Number:

3-19

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Right of Way Acquisition Agreement for the Machado Street Sidewalk Project; District 1/District 1;
[\$13,100]; Gas Tax 100%

DATE: December 22, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize and allocate the amount of \$4,850 for the permanent easement identified as Parcel 0134-003, located within a portion of Assessor Parcel Number 379-030-003;
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Authorize reimbursement to EDA/FM-Real Estate Division in the amount not to exceed \$8,250 for due diligence costs and staff time.

BACKGROUND:

Summary

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

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

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

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 379-030-003 with Marilyn Yarger, Marilyn McKenna and Michelle Howard for the price of \$4,850. There are costs of \$8,250 associated with this transaction. Yarger, McKenna and Howard will execute a Grant of Easement in favor of the County of Riverside referenced as Parcel 0134-003, within Assessor's Parcel Number 379-030-003.

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

Impact on Residents and Businesses

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

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

(Continued)

SUPPLEMENTAL:
Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 379-030-003:

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

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

Attachments:
Right of Way Acquisition Agreement (4)

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

RIGHT OF WAY ACQUISITION AGREEMENT

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

RECITALS

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

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

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

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

3
4 **ARTICLE 1. AGREEMENT**

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

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

16 3. County Responsibilities.

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

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

3 i. Purchase Price. Deposit into Escrow the Purchase Price in
4 the amount of Four Thousand Eight Hundred Fifty Dollars (\$4,850) ("Deposit").

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

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

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

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

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

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

25 1. Free and clear of all liens, encumbrances,
26 easements, leases (recorded or unrecorded), and taxes except those encumbrances
27 and easements which, in the sole discretion of the County, are acceptable, except:
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2. Current fiscal year, including personal property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue and Taxation Code of the State of California;

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

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

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

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

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

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

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

G. County shall pay Grantor for Items 1, 2, 3, and 4 listed in Attachment "4." The amount is included in Paragraph 2 above.

H. County shall not oversee nor bear responsibility for ensuring whether Grantor expends the compensation tendered to Grantor to replace Items 1, 2, 3, and 4 listed in Attachment "4."

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

4 4. Grantor Responsibilities.

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

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

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

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

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

17 **Article II. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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9. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

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

Dated: _____

COUNTY:

GRANTOR:

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

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

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____
Marilyn Yarger, Trustee

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

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

By: _____
Deputy

By: Marilyn McKenna
Marilyn McKenna

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

MICHELLE HOWARD

By: _____
Patricia Munroe
Deputy County Counsel

By: _____
Michelle Howard

SIGNED IN COUNTERPART

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

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

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

6 Dated: _____

7 COUNTY:

GRANTOR:

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

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

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

By: _____
Marilyn Yarger, Trustee

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

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

17 By: _____
18 Deputy

By: _____
Marilyn McKenna, Trustee

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

MICHELLE HOWARD

22 By: _____
23 Patricia Munroe
24 Deputy County Counsel

By: 
Michelle Howard

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SIGNED IN COUNTERPART

YK:mr/12413/424TR/16.514 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.514.doc

ATTACHMENT "1"
Assessor's Plat Map

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ATTACHMENT "2"

Legal Description and Plat Map

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

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

COMMENCING at the most easterly corner of said Lot 5;

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

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

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

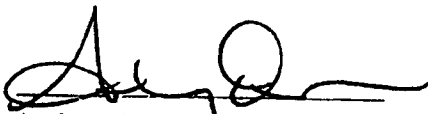
Thence North 28°55'53" East, along last said parallel line, a distance of 133.33 feet to a point on said line parallel with the northeasterly line of said Lot 5:

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

Containing 1,867 square feet, more or less.

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

PREPARED UNDER MY SUPERVISION



Andrew Y. Oroasco, L.S. 5491

Date 8-14-13

Prepared by: KM
Checked by: AJO



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

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

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

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: [Signature]

DATE: 8-15-13

COUNTY OF RIVERSIDE

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

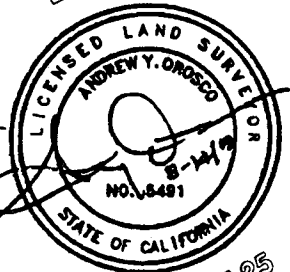
POR. LOT 5
M.B. 9/29

LOT 29

LOT 28

LOT 27
MB 48/11-12

LOT 26



LOT 25

MARCOLESCO
LANE

PCL. 4
P.M. NO. 12044
P.M. 79/22

N52° 58' 30"W
156.33' 14.14'

0134-003 1,867 S.F.

N28° 55' 53"E 133.33'

S52° 58' 30"E
14.14'

NE'LY LINE
LOT 5

MACHADO STREET

(A)

P.O.C.
E'LY COR. LOT 5

CITY LIMITS
CITY OF LAKE ELSINORE

RANCHO LA LAGUNA
SEC. 10, T6S, R5W

ALBERT A.
WEBB
ASSOCIATES

COUNTY OF RIVERSIDE

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

SHEET 1 OF 1

W.O.
13-0032

SCALE: 1"=50'

DRWN BY KM
CHKD BY AYO

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

ATTACHMENT "3"
Form of Easement Deed

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

YK:ra/090914/424TR/16.515

(Space above this line for Recorder's use)

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

EASEMENT DEED

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

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

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

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

Dated: _____

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

By: _____
Marilyn Yarger, Trustee

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

By: _____
Marilyn McKenna

MICHELLE HOWARD

By: _____
Michelle Howard

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

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

COMMENCING at the most easterly corner of said Lot 5;

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

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

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

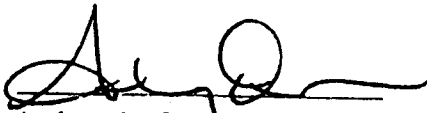
Thence North $28^{\circ}55'53''$ East, along last said parallel line, a distance of 133.33 feet to a point on said line parallel with the northeasterly line of said Lot 5:

Thence South $52^{\circ}58'30''$ East, along said line parallel with the northeasterly line of said Lot 5, a distance of 14.14 feet to the **POINT OF BEGINNING**.

Containing 1,867 square feet, more or less.

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

PREPARED UNDER MY SUPERVISION


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

Prepared by: KM
Checked by: Ayo



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

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

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

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: [Signature]

DATE: 8-15-13

COUNTY OF RIVERSIDE

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

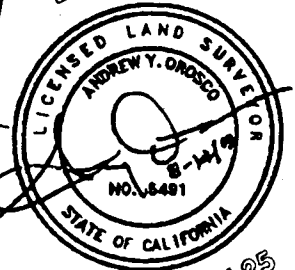
POR. LOT
9/29
M.B.

LOT 29

LOT 28

LOT 27
MB 48/11-12

LOT 26



LOT 25

MARCOLESCO
LANE

PCL. 4
P.M. NO. 12044
P.M. 79/22

N52° 58' 30"W
156.33' 14.14'

0134-003 1,867 S.F.

N28°55'53"E 133.33'

S52° 58' 30"E
14.14'

MACHADO STREET

133.33'
S28°55'53"W 143.43'

NE'LY LINE
LOT 5

P.O.C.
E'LY COR. LOT 5

RANCHO LA LAGUNA
SEC. 10, T6S, R5W

CITY LIMITS
CITY OF LAKE ELSINORE

ALBERT A.
WEBB
ASSOCIATES

COUNTY OF RIVERSIDE

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

SHEET 1 OF 1

W.O.
13-0032

SCALE: 1"=50'

DRWN BY KM
CHKD BY AYD

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

ATTACHMENT "4"

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