

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

723



FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS  
DATE: 12/30/15

**FROM:** Economic Development Agency and Transportation Department

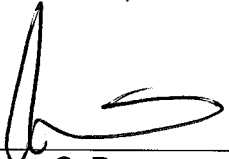
**SUBMITTAL DATE:**  
February 18, 2016

**SUBJECT:** Right of Way Acquisition Agreement for the Grand Avenue Sidewalk Project, CEQA Exempt, District 1; [\$28,932]; Gas Tax 50% and SB 821 50%

**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 15301(c);
2. Approve the attached Right of Way Acquisition Agreement for Parcel 0056-002A, located within a portion of Assessor's Parcel Numbers 371-190-003 and 371-190-004;
3. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

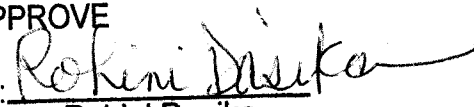
(Continued)

  
\_\_\_\_\_  
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	\$ 28,932	\$ 0	\$ 28,932	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

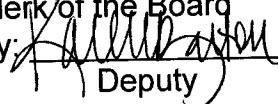
**SOURCE OF FUNDS:** Gas Tax-50% and SB 821-50%  
Budget Adjustment: No  
For Fiscal Year: 2015/16

**C.E.O. RECOMMENDATION:**  
APPROVE  
BY:   
\_\_\_\_\_  
Rohini Dasika  
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 1, 2016  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
\_\_\_\_\_  
Deputy

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

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Susana Garcia-Bocanegra  
DATE: 2/18/16

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

**3-18**

**RECOMMENDED MOTION:** (Continued)

4. Authorize the Assistant County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete this transaction; and
5. Authorize and allocate the amount of \$18,482 to acquire a permanent easement over Parcel 0056-002A; and
6. Authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$10,450 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 days of the approval by the Board.

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (Transportation Department) is proposing to construct a sidewalk project along Grand Avenue in the Lakeland Village area of Riverside County (Project).

Pursuant to the CEQA, Transportation Department 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 15301(c). This provision exempts minor alterations to existing sidewalks and negligible expansion of sidewalks for pedestrian safety purposes. The proposed sidewalk will complete the missing link between the existing sidewalks in the area. In addition, the existing path is inaccessible to people with disabilities due to the lack of a ramp back onto the sidewalk at the school terminus.

The EDA-RE has negotiated the acquisition of a portion of Assessor Parcel Numbers 371-190-003 and 371-190-004 from Donald and Janice Brunk (Brunk) for the price of \$18,482. There are costs of \$10,450 associated with this transaction. The County of Riverside (County) and Brunk desire to enter into the Right of Way Acquisition Agreement to provide the terms and conditions for the acquisition of the above-referenced easement interest. Brunk will execute an Easement Deed in favor of the County, referenced as Parcel 0056-002A, located within a portion of Assessor Parcel Numbers 371-190-003 and 371-190-004.

The Form 11 and Right of Way Acquisition Agreement have been reviewed and approved by County Counsel as to legal form.

**Impact on Citizens and Businesses**

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

(Continued)

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a permanent easement over a portion of Assessor's Parcel Numbers 371-190-003 and 371-190-004.

Acquisition:	\$18,482
Estimated Title and Escrow Charges:	800
Preliminary Title Report	400
County Appraisal:	2,750
EDA-RE Real Property Staff Time:	6,500
Total Acquisition Costs (not-to-exceed)	\$28,932

All costs associated with this acquisition of this property are fully funded by Gas Tax-50% and SB 821 Funds-50% in the Transportation Department's budget for FY 2015-16. No net county costs will be incurred as a result of this transaction.

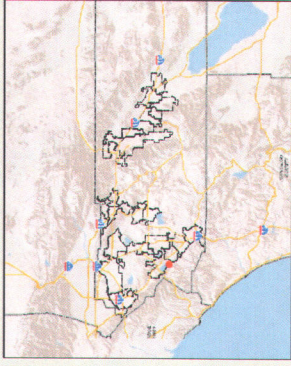
**ATTACHMENTS:**

- Aerial Image
- Grand Avenue Sidewalk Project Exhibit
- Right of Way Acquisition Agreement (4)
- Notice of Exemption



# Right of Way Acquisition Agreement for Grand Avenue Sidewalk Project

Parcel 0056-002A



## Legend

- City Boundaries
- Cities



0 274 547 Feet



REPORT PRINTED ON... 1/7/2016 9:34:50 AM

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**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## Notes

APN: 371-190-003 and 371-190-004



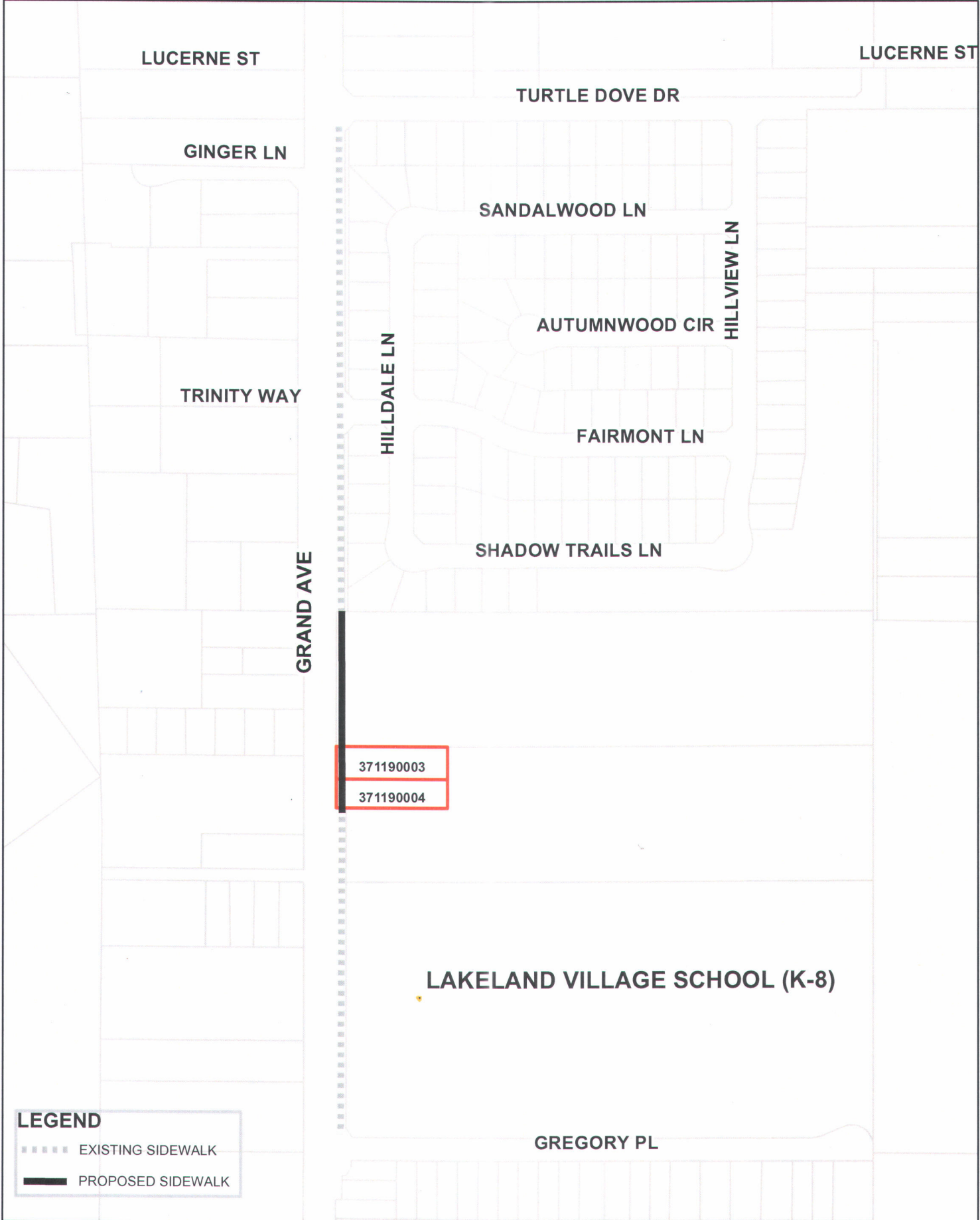
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# GRAND AVE SIDEWALK PROJECT

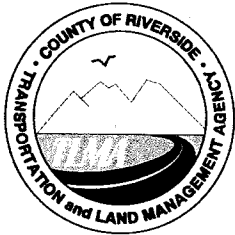
## SE'LY FAIRMOUNT 0.1 MI TO SE'LY FAIRMOUNT 0.2 MI

C6-0056

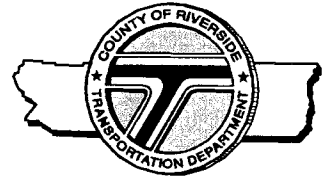


**LEGEND**

- ..... EXISTING SIDEWALK
- PROPOSED SIDEWALK



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department NOTICE OF EXEMPTION

December 30, 2015

**PROJECT TITLE:** Grand Avenue Sidewalk Project  
Work Order #ZC6-0056, Task Code #Z1530

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

**PROJECT SPONSOR:** Riverside County Transportation Department

3/2/16 \_\_\_\_\_  
Date Initial

**PROJECT LOCATION:** Located in Western Riverside County, Lakeland Village Community

**SUPERVISORIAL DISTRICT:** First

**PROJECT DESCRIPTION:** The County of Riverside Transportation Department is proposing to construct a new sidewalk in addition to curb and gutter on the East side of Grand Avenue by the Lakeland School on Gregory Place. The limits are approximately 800 feet North of Gregory Place to approximately 500 feet of South of Fairmont Lane. There is existing sidewalk fronting Lakeland Village School and Lake Ridge Tract located three lots north of the school. Both of these sidewalks end abruptly creating a hazardous condition for pedestrians by forcing them onto the street or dirt shoulder. In addition, the path is inaccessible to people with disabilities due to the lack of a ramp back onto the sidewalk at the school terminus.

The proposed sidewalk will benefit the area by creating connectivity between Lakeland Village School and Lake Ridge Tract to the north. Lakeland Village School serves grades K-8 which generates heavy pedestrian traffic from the residential homes to the school and bus stop located within the proposed sidewalk limits.

The proposed project will include:

- Excavate to subgrade, compact to 95%, and place new asphalt grade base
- Construction of curb, gutter, and sidewalk
- Construction of driveways
- Adjustment of manhole and water valve to finished grade
- Relocate water meter, fire hydrant, and AV/BO
- Relocate mailbox and fence to right-of-way
- Remove and reconstruct block wall
- Remove three trees
- Install chain link fence
- Stripe new pavement surface

The area will be widened to ultimate for the placement of concrete improvements. The widening will consist of 0.17' of Asphalt Rubber over 0.4' of Hot Mix over 0.5' aggregate base.

Construction will be done during normal working hours, Monday to Friday from 7:00 AM to 6:00 PM. The road will be kept open during construction and will take approximately 1 month to complete. The Contractor will be required to coordinate the construction with RTA for bus service and the Postmaster for mail delivery. Construction adjacent to Lakeland Village Middle School will be minimized during morning drop-off and afternoon pickup time as to not interfere with parent traffic.

Additional right-of-way on three properties is required to construct the proposed improvements. Tree removal will be necessary to construct the sidewalk.

In accordance with Section 7.3.4 of the Western Riverside County MSHCP, necessary operation and maintenance activities conducted for safety purposes along existing roadways are considered a covered activity, and are not subject to survey or mitigation requirements outside Criteria Areas and Public/Quasi Public Lands.

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 15301 (c)  
Minor Alteration to Existing Sidewalks for Public Safety**

By: Andrew Huneck, Senior Transportation Planner

Signed: *Russell Williams*  
Russell Williams, Environmental Division Manager

1 PROJECT: Grand Avenue Sidewalk  
2 PARCEL: 0056-002A  
3 APNs: 371-190-003 and 371-190-004  
4 (PORTIONS)  
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 DONALD A. BRUNK and JANICE BRUNK, husband and wife as joint  
10 tenants ("Grantor"). County and Grantor are sometimes collectively referred to as  
11 "Parties."

12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located at 18660 Grand  
14 Avenue in the Lake Elsinore area, County of Riverside, State of California, as  
15 referenced on the Plat Map identified as Attachment "1," attached hereto and made a  
16 part hereof. The real property consists of approximately 40,496 square feet of land  
17 improved with a 915 square foot single family residence originally constructed in 1946.  
18 Other appurtenant on-site improvements located within the boundaries of the subject  
19 parcel include perimeter fencing/walls, storage sheds, ornamental landscaping and a  
20 mobile home and is also known as Assessor's Parcel Numbers: 371-190-003 and 371-  
21 190-004 ("Property"); and

22 WHEREAS, Grantor desires to sell to the County and the County desires to  
23 purchase a portion of the Property ("ROW"), for the purpose of constructing sidewalk  
24 improvements for the Grand Avenue Sidewalk Project ("Project") as follows: a  
25 permanent easement in favor of the County of Riverside for road and utility purposes,  
26 including drainage purposes, referenced as Parcel 0056-002A described on  
27 Attachment "2," attached hereto and made a part hereof; pursuant to the terms and  
28 conditions set forth herein; and

MAR 01 2016 3-18



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 ROW described herein, under the terms and conditions set forth in this Agreement.  
12 The full consideration for the ROW consists of the purchase price amount for the real  
13 property interest to be acquired by the County ("Purchase Price") The Purchase Price  
14 in the amount of Eighteen Thousand Four Hundred Eighty Two Dollars (\$18,482) is to  
15 be distributed to Grantor in accordance with this Agreement. Grantor will be  
16 responsible for any apportionment or allocation of the Purchase Price if required for  
17 any separately held interests that may exist.

18 3. County Responsibilities.

19 A. Upon the mutual execution of this Agreement, County will open  
20 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
21 Escrow Holder's request the Parties shall execute such additional Escrow instructions  
22 as are reasonably required to consummate the transaction contemplated by this  
23 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
24 between the terms of this Agreement and any additional Escrow instructions, the terms  
25 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
26 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
27 approved by County with interest accruing for the benefit of County. The Escrow  
28

1 Account shall remain open until all charges due and payable have been paid and  
2 settled; any remaining funds shall be refunded to the County.

3 i. Upon the opening of Escrow, the County shall deposit into  
4 Escrow the Purchase Price in the amount of Eighteen Thousand Four Hundred Eighty  
5 Two Dollars (\$18,482) ("Deposit").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 G. County shall not oversee nor bear responsibility for ensuring  
25 whether Grantor expends the compensation tendered to Grantor to replace Items 1, 2,  
26 3 and 4 described in Attachment "4."

27 H. County shall, at its own cost and expense, replace or relocate  
28 Items 5, 6, and 7 described in Attachment "4."

1           4. Grantor Responsibilities.

2           A.     Execute and acknowledge Easement Deed in favor of the County  
3 of Riverside for road and utility purposes dated \_\_\_\_\_ identified as Parcel  
4 Number 0056-002A; and deliver deed to Yolanda King, Real Property Agent for the  
5 County or to the Escrow Holder.

6           B.     Retain the contractor(s) to complete the work listed as Items 1, 2,  
7 3, and 4 and directly compensate each contractor for all costs, fees, and expenses.  
8 The County is not responsible for any payment to the contractor(s) selected by Grantor  
9 and Grantor shall indemnify, defend, and hold harmless the County, its officers,  
10 employees, officials, representatives or agents free from and against any and all  
11 claims, liabilities, penalties, forfeitures, losses or expenses, including reasonable  
12 attorneys' fees, whatsoever arising from or caused by any actions or omissions of  
13 Grantor in connection with Grantor's selection and use of any of the contractors.

14          C.     Grantor shall indemnify, defend, protect, and hold the County of  
15 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
16 Supervisors, elected and appointed officials, employees, agents, representatives,  
17 successors, and assigns free and harmless from and against any and all claims,  
18 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
19 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
20 indirectly, by either (a) the presence in, within, under, or about the parcel for the  
21 presence of hazardous materials, toxic substances, or hazardous substances as a  
22 result of Grantor's use, storage, or generation of such materials or substances or (b)  
23 Grantor's failure to comply with any federal, state, or local laws relating to such  
24 materials or substances. For the purpose of this Agreement, such materials or  
25 substances shall include without limitation hazardous substances, hazardous  
26 materials, or toxic substances as defined in the Comprehensive Environmental  
27 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section  
28 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to



1 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
2 (1988); and those substances defined as hazardous wastes in section 25117 of the  
3 California Health and Safety Code or hazardous substances in section 25316 of the  
4 California Health; and in the regulations adopted in publications promulgated pursuant  
5 to said laws.

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

## 13 **ARTICLE II. MISCELLANEOUS**

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

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

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

27  
28

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

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

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

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

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

20                   (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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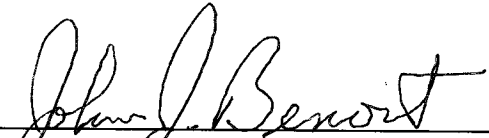
1 9. This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.

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

6  
7 Dated: MAR 01 2016

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

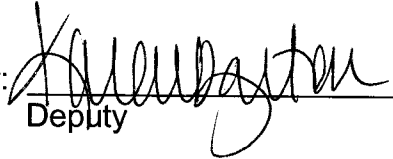
GRANTOR:  
DONALD A. BRUNK and JANICE  
BRUNK, husband and wife as joint  
tenants

11  
12  
13 By:   
14 John J. Bennett, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Donald A. Brunk

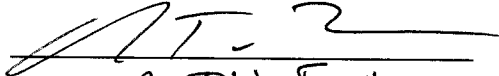
15 By: \_\_\_\_\_  
16 Janice Brunk

17 ATTEST:  
18 Kecia Harper-Ihem  
Clerk of the Board

19  
20 By:   
Deputy

SIGNED IN COUNTERPART

21  
22  
23 APPROVED AS TO FORM:  
24 Gregory P. Priamos  
County Counsel

25 By:   
26 R. Todd Frasier  
27 Deputy County Counsel

28 YK:tg/122315/455TR/17.938 S:\Real Property\TYPING\Docs-17.500 to 17.999\17.938.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  
7 Dated: \_\_\_\_\_

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

GRANTOR:  
DONALD A. BRUNK and JANICE  
BRUNK, husband and wife as joint  
11 tenants

12 By: \_\_\_\_\_  
13 John J. Benoit, Chairman  
14 Board of Supervisors

By: Donald A. Brunk  
Donald A. Brunk

By: Janice Brunk  
Janice Brunk

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

19 By: \_\_\_\_\_  
20 Deputy

SIGNED IN COUNTERPART

21  
22 APPROVED AS TO FORM:  
23 Gregory P. Priamos  
24 County Counsel

25 By: \_\_\_\_\_  
26 Deputy County Counsel  
27

28 YK:ra/110615/455TR/17.938 S:\Real Property\TYPING\Docs-17.500 to 17.999\17.938.doc



ATTACHMENT "1"  
Assessor's Plat Map

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ATTACHMENT "2"  
Legal Description and Plat Map

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EXHIBIT "A"  
LEGAL DESCRIPTION  
GRAND AVENUE  
0056-002A

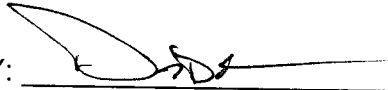
THAT PORTION OF THE SOUTHWESTERLY RECTANGULAR 272 FEET OF THE NORTHWESTERLY RECTANGULAR 150 FEET OF THE SOUTHEASTERLY RECTANGULAR 330 FEET OF LOT 27 OF BLOCK "D" OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, CONVEYED BY GRANT DEED RECORDED DECEMBER 29, 2005 AS DOCUMENT NUMBER 2005-1072364, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN RANCHO LA LAGUNA, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY RECTANGULAR 19.00 FEET OF SAID DOCUMENT NUMBER 2005-1072364;

CONTAINING 2,850 SQUARE FEET, OR 0.065 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: \_\_\_\_\_



DATE: \_\_\_\_\_

10-2-2015





EXHIBIT "B"

RS 114/81

RANCHO LA LAGUNA



BLOCK D  
MB 6/296  
SD CO.

POR. LOT 27

APN 371-190-003

DOC#  
2005-1072364  
12/29/2005

(N 36°30'24" E 272.00')

(N 53°29'52" W 150.00')

POR. LOT 27

APN 371-190-004

PARCEL  
0056-002A

2,850 SQ.FT.  
0.065 AC.

(N 36°30'24" E 272.00')

POR. LOT 27

EXISTING R/W

TRINITY  
WAY  
C/L

EXISTING R/W

GRAND AVENUE  
C/L

(N 53°29'52" W +/- 827')

△ R/W PER DOC#2005-0200268  
REC. 03/14/2005

( ) = INDICATES REC DATA PER RS 114/81

ALL DISTANCES AND BEARINGS ARE RECORD UNLESS OTHERWISE NOTED

PCL No.: 0056-002A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0056

PROJECT: GRAND AVENUE

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: BCIII

DATE: OCT 2015

APPROVED BY:

DATE:

10-2-2015

SHEET 1 OF 1



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ATTACHMENT "3"

Deed Form

Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> 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:ra/110615/455TR/17.941

(Space above this line for Recorder's use)

PROJECT: Grand Avenue Sidewalk  
PARCEL: 0056-002A  
APNs: 371-190-003 and  
371-190-004 (portions)

## EASEMENT DEED

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

DONALD A. BRUNK and JANICE BRUNK, Husband and Wife as Joint Tenants

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

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

By: \_\_\_\_\_  
Donald A. Brunk

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

By: \_\_\_\_\_  
Janice Brunk

PROJECT: Grand Avenue Sidewalk  
PARCEL: 0056-002A  
APNs: 371-190-003 and 371-190-004 (portions)

**ACKNOWLEDGMENT**

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 \_\_\_\_\_



PROJECT: Grand Avenue Sidewalk  
PARCEL: 0056-002A  
APNs: 371-190-003 and 371-190-004 (portions)

**BENEFICIARY**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)**

Beneficiary under Deed of Trust, dated December 22, 2005, recorded on December 29, 2005,  
as Document No. 2005-1072365 of Official Records

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), solely as nominee for  
Countrywide Bank, N.A. its successors and/or assigns not set out**

DATED \_\_\_\_\_

BY: \_\_\_\_\_

PROJECT: Grand Avenue Sidewalk  
PARCEL: 0056-002A  
APNs: 371-190-003 and 371-190-004 (portions)

PUBLIC ROAD AND UTILITY EASEMENT

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

THIS IS TO CERTIFY that the interest in real property granted by Easement Deed dated \_\_\_\_\_, from DONALD A. BRUNK and JANICE BRUNK, husband and wife as joint tenants 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"

Item	Description of Work	Responsibility	
		County	Brunk
1	Approx. 665 square feet of concrete paving		\$3,836
2	19 LF of 4' high concrete block wall		\$ 867
3	8 plastic bollards		\$ 166
4	3 large trees		\$4,350
5	Replace/relocate concrete block wall/wrought iron fencing along street frontage	X	
6	Replace/relocate water spigot	X	
7	Replace/relocate mail boxes	X	
	Total		\$9,219

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