

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



**ITEM  
3.59  
(ID # 4769)**

**MEETING DATE:**

Tuesday, August 29, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND  
MANAGEMENT AGENCY-TRANSPORTATION DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND  
LAND MANAGEMENT AGENCY-TRANSPORTATION DEPARTMENT:  
Approval of Right of Way Acquisition Agreements for a Portion of Assessor's  
Parcel Numbers 869-090-051, 869-090-050, and 30-Foot Portion of Existing 3rd  
Place Right of Way (No Assessor's Parcel Number Assigned) for the Felix  
Appleby Elementary School Sidewalk Project in the Blythe Area, CEQA Exempt,  
District 4; [Total Cost - \$18,910; Gas Tax-100] (Clerk to file Notice of Exemption)

**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 15332, Class 32; and Section 15304(a);
2. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Herman W. Black, Jr., a widower, for a permanent road easement identified as Parcel 0057-001, located within a portion of Assessor's Parcel Number 869-090-051 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

**ACTION: Policy**

Robert Perez, Assistant County Executive Officer/EDA

7/6/2017

Patricia Romo, Director of Transportation

8/1/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Washington, Perez and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** August 29, 2017  
**xc:** EDA, Transp., Recorder

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Eva Aguilar Ramos, Trustee of the Eva Aguilar Ramos Revocable Trust, dated October 3, 2008, for a permanent road easement identified as Parcel 0057-003, located within a portion of Assessor's Parcel Number 869-090-050 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
4. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Palo Verde Irrigation District, for a permanent road easement identified as Parcel 0057-008, located within a 30-foot portion of existing 3<sup>rd</sup> Place right-of-way and authorize the Chairman of the Board to execute the agreement on behalf of the County;
5. 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 the transactions;
6. Authorize and allocate the amount of \$2,200 for the permanent road easement to Parcel 0057-001 located within a portion of Assessor's Parcel Number 869-090-051;
7. Authorize and allocate the amount of \$1,000 for the permanent road easement to Parcel 0057-003 located within a portion of Assessor's Parcel Number 869-090-050;
8. Authorize and allocate the amount of \$1,100 for the permanent road easement to Parcel 0057-008 located within a 30-foot portion of existing 3<sup>rd</sup> Place right-of-way;
9. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$14,610 for due diligence and staff expenses; and
10. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of the approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 18,910	\$ 0	\$ 18,910	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax-100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

Summary

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

The County of Riverside (County) as the lead agency under CEQA, is proposing to install a sidewalk and pavement along Third Place between 14<sup>th</sup> Avenue and Vernon Way (Project). Third Place currently exists within the City of Blythe from 14<sup>th</sup> Avenue south to the driveway of an apartment complex. From the driveway south to the elementary school, a distance of 900 feet, Third Place is not paved. In this unpaved segment there is no public right of way and Third Place does not exist; a dirt path is used by students walking to and from the Felix J. Appleby Elementary School. Pedestrians and vehicular access to the elementary school is currently only available along Vernon Way to South Broadway north to 14<sup>th</sup> Avenue, which is a longer distance to a majority of the nearby residential areas. The Vicinity Map of the Project is identified as Exhibit A.

On May 17, 2016, the Board approved Item 3-28, Approval of the Agreement by and between the County of Riverside and the City of Blythe for the 3<sup>rd</sup> Place Sidewalk and Roadway Improvements; Adoption of Resolution No.2016-062, Agreeing to Hear Future Resolutions of Necessity.

Pursuant to CEQA, Transportation staff conducted a review of the proposed project and determined that the project, including the acquisition of right-of-way, is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15332, Class 32, In-Fill Development Projects and Section 15304(a) Minor Public Alterations to Land, as documented in the attached Notice of Exemption. The Economic Development Agency-Real Estate Division (EDA-RE) has negotiated the acquisition of the permanent rights from the following properties:

Parcel No.	Assessor's Parcel No. (Portion)	Owner	Acquisition Price (permanent easement)
0057-001	869-090-051	Black	\$2,200
0057-003	869-090-050	Ramos	\$1,000
0057-008	30-foot strip of existing 3 <sup>rd</sup> Place right of way	Palo Verde Irrigation District	\$1,100

There are costs of \$14,610 associated with this transaction which includes estimated title and escrow charges, Preliminary Title Report, county appraisal, and EDA Real Property staff time.

The following ownerships will execute an Easement Deed in favor of the County of Riverside as follows:

Parcel No.	Assessor's Parcel No. (Portion)	Owner
0057-001	869-090-051	Black
0057-003	839-090-050	Ramos
0057-008	30-foot portion of existing 3 <sup>rd</sup>	Palo Verde

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

	Place right of way	Irrigation District
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Construction is expected to commence in April 2018 and completed by August 2018.

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

**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.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Numbers 869-090-051, 839-090-050 and a 30-foot portion of existing 3<sup>rd</sup> Place right of way, more fully described in the table above:

Right of Way Acquisition identified as Parcel No. 0057-001, located within a portion of APN: 869-090-051	\$ 2,200
Right of Way Acquisition identified as Parcel No. 0057-003, located within a portion of APN: 869-090-050	1,000
Right of Way Acquisition identified as Parcel No. 0057-008, located within a 30-foot portion of existing 3 <sup>rd</sup> Place right of way.	1,100
Preliminary Title Reports	1,200
County Appraisal Costs	7,410
EDA Real Property Staff Time	6,000
<b>Total Estimated Acquisition Costs (Not-to-Exceed)</b>	<b>\$18,910</b>

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The transaction costs in the amount of \$14,610 included staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transactions.

All costs associated with the acquisition of the portion of the properties are fully funded by Gas Tax 100%. No net County costs will be incurred as a result of this transaction. These charges are estimated only and only actual amounts will be charged to the Project.

Attachments:

Exhibit A - Vicinity Map

Notice of Exemption

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

- (3) Right of Way Acquisition Agreements for Parcel 0057-001
- (3) Right of Way Acquisition Agreements for Parcel 0057-003
- (3) Right of Way Acquisition Agreements for Parcel 0057-008

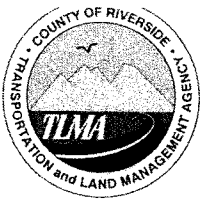
RF:PR:JWW:VC:VY:SV:tg 430TR 18.505 13411  
Transportation Work Order No. C4-0057  
Minute Traq ID 4769

  
Rakini Dasika, Principal Management Analyst

8/21/2017

  
Gregory H. Priamos, Director County Counsel

7/11/2017



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



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

*Patricia Romo, P.E.*  
*Director of Transportation*

**Transportation Department**

DATE: May 31, 2017

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

9/5/17      WR  
Date                      Initial

TO: Mary Ann Meyer, Office of the County Clerk

FROM: Russell Williams, Environmental Division Manager *RW*

RE: W.O. # ZC4-0057B      Task Code #Z 1010

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

After posting, please return the document to Mail Stop #2136, Attention: Mary Zambon. If you have any questions, please contact Mary at (951) 955-6759.

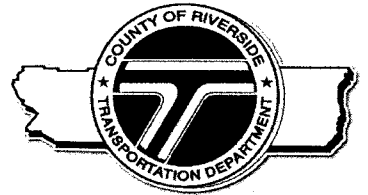
Attachment

cc: file

AUG 29 2017 3:59



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



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

*Patricia Romo, P.E.*  
*Director of Transportation*

**Transportation Department**

**NOTICE OF EXEMPTION**

May 31, 2017

**PROJECT TITLE:** Third Place Sidewalk and Road Improvement Project  
Work Order #ZC4-0057B, Task Code #Z 1010

**PROJECT SPONSOR:** Riverside County Transportation Department

**PROJECT LOCATION:** Third Place between 14<sup>th</sup> Avenue and Vernon Way, within the City of Blythe and County unincorporated areas

**SUPERVISORIAL DISTRICT:** Fourth.

**PROJECT BACKGROUND:**

The Riverside County Transportation Department (County) and the City of Blythe (City) propose to install a sidewalk and pavement along Third Place between 14<sup>th</sup> Avenue and Vernon Way. The purpose of the project is to provide a sidewalk and half width roadway improvements from 14<sup>th</sup> Avenue to the Appleby Elementary School and provide for improved pedestrian and vehicular circulation.

Current land uses adjacent to the project (Exhibit A) are the Felix J. Appleby Elementary School, two apartment complexes, scattered single family residences, single family subdivisions to the north, an alfalfa field to the east and a vacant field to the west.

Third Place currently exists within the City of Blythe from 14<sup>th</sup> Avenue south to the driveway of an apartment complex. From the driveway south to the elementary school, a distance of 900 feet, Third Place is not paved. In this unpaved segment there is no public right of way and Third Place does not exist; a dirt path is used by students walking to and from the Felix J. Appleby Elementary school. Pedestrians and vehicular access to the elementary school is currently only available along Vernon Way to South Broadway north to 14<sup>th</sup> Avenue, which is a longer distance to a majority of the nearby residential areas.

**PROJECT DESCRIPTION:**

The construction of the proposed project will include approximately 1,500 linear feet of concrete

sidewalk, curb, gutter, pavement improvements (30 foot half width roadway improvements), American with Disabilities Act (ADA) compliant ramps, driveway approaches, minor drainage improvements, signs, markings, flashing red beacons at the intersection of Third Place and 14<sup>th</sup> Avenue, right of way acquisition and utility relocation.

The proposed project is needed to improve accessibility, vehicular circulation and safety. The project will provide for a continuous sidewalk for students walking to the Felix J. Appleby Elementary School from 14<sup>th</sup> Avenue to Vernon Way.

### **ENVIRONMENTAL ANALYSIS:**

The project is Categorically Exempt from the California Environmental Quality Act (CEQA), based on Section 15332 In-Fill Development Projects (a) through (e); and Section 15304, Minor Public Alterations to Land (a) Grading on land with a slope of less than ten percent.

The project is consistent with the County of Riverside and the City of Blythe General Plans, as documented in the General Plan Policy Summary, October 2016 (Dokken Engineering). The City of Blythe's General Plan calls for the construction of wide sidewalks where feasible to accommodate pedestrian use. The project would replace the dirt path currently used by students with an ADA accessible sidewalk. The project is also consistent with the County zoning classifications of Medium High Density Residential to the west of the project and Very Low Density Residential and Residential Agricultural to the east of the project. No scenic designations exist at the project site. Therefore, the project is consistent with Section 15332(a), consistency with the general plan and zoning designation; and with Section 15304(a), grading on land with a slope of less than ten percent that is not within an officially designated scenic area.

The project is within both City and County limits, and is adjacent to two apartment complexes and an elementary school. Single family home subdivisions exist on the north side of 14<sup>th</sup> Avenue. The area is substantially surrounded by urban uses, including sewer and water facilities. The vacant field on the west side of the project is zoned for medium high density residential. Zoning on the agricultural field to the east of the project is very low density residential and residential-agricultural. Based on the existing urban land uses and the zoning designations on the vacant and agricultural fields, the project can be characterized as an in-fill public development project. In addition, the construction of the missing section of Third Place between 14<sup>th</sup> Avenue and Vernon Way will provide a safe route to school for students and secondary access to the school, which are fundamental public services. Based on this analysis, the project is consistent with Section 15332(b) and (e) because it is substantially surrounded by urban uses; and, adequate utilities and public services exist in proximity to the project.

The project site consists of unvegetated bare ground, existing pavement, ruderal vegetation, and the edge of an alfalfa field. As described in the Biological Resources Assessment, October 2016 (Dokken Engineering), no special status species or sensitive habitats were identified; and no drainages or water features were observed. No mature or scenic trees were observed within the project. As required by Section 15332(c), the project does not have value for endangered, rare or threatened species. The project is consistent with Section 15304(a) since the site is flat and does not contain mature trees, wetlands or waterways.



The project would not result in any significant effects relating to traffic or noise, since the improvements are limited to a sidewalk and half-width road improvements that would provide for local circulation from Vernon Way to 14<sup>th</sup> Avenue. As required by both the City and County General Plans, compliance with air quality and water quality requirements during construction would be met through contractor compliance to control fugitive dust and implementation of Best Management Practices to control runoff, as addressed in the specifications for construction of the project. Therefore, the project will not result in significant effects related to traffic, noise, and air or water quality as noted in 15332(d).

There are no identified hazardous waste sites located within the project limits, as noted in the Initial Site Assessment Checklist, October 2016 (Dokken Engineering). The Riverside County Department of Waste Resources Soils Waste Acceptance Program will be complied with in the event of off-site export of the upper 24 inches of soils previously under agricultural use.

Based on the Cultural Resource Sensitivity Assessment, October 2016 (Dokken Engineering) the project would not impact any unique archaeological resources or resources eligible for or listed on the California Register of Historical Resources. Inspection of the site for this Assessment revealed that off-road vehicles, past agricultural activities and installation of underground water and sewer, overhead transmission lines and street lighting have disturbed the subsurface. In the event of discovery of a cultural resource during construction, the specifications for construction will provide for operations to cease until a qualified archaeologist has provided an evaluation, as required by the City of Blythe General Plan.

As identified in the County Geographic Information Systems, the site is not within an earthquake fault zone. Therefore, the project is consistent with Section 15304(a). The potential exists for liquefaction; therefore, the specifications for construction of the project will include measures to address liquefaction during construction.

The technical memos referenced in this document are available for public review Monday through Friday 8am to 5pm at the Riverside County Transportation Department, 3525 14<sup>th</sup> Street, Riverside, CA 92501.

Based on this analysis, the project meets the conditions described in Section 15332 (In-Fill Development Project) and Section 15304(a) (Minor Alteration to Land) of the CEQA Guidelines and therefore qualifies as Categorical Exempt under CEQA.

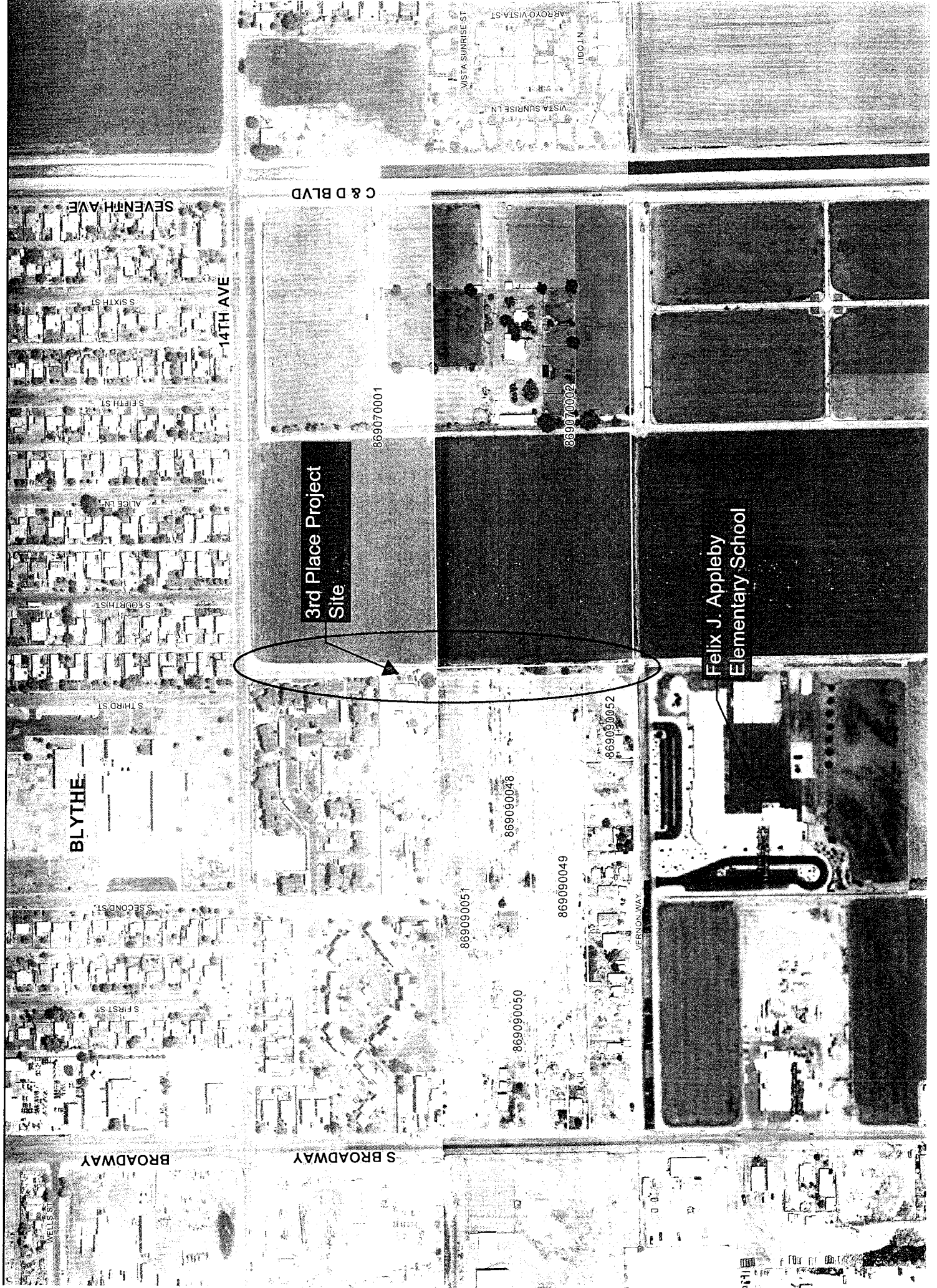
**The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the CEQA, based on the following:**

**California Environmental Quality Act Guidelines, Section 15332, Class 32**

**California Environmental Quality Act Guidelines, Section 15304(a).**

By: Mary Zambon, Senior Transportation Planner MZ

Signed: Russell Williams  
Russell Williams, Environmental Division Manager



3rd Place Project Site

Felix J. Appleby Elementary School

SEVENTH AVE

SIXTH ST

FIFTH ST

ALICE LN

FOURTH ST

THIRD ST

BLYTHE

S SECOND ST

S FIRST ST

BROADWAY

C & D BLVD

869070001

869070002

869090051

869090049

869090050

869090048

869090052

VISTA SUNRISE LN

VISTA SUNRISE ST

LIDO LN

VERNON WAY

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

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATIONNUMBER: W.O. #Z C4-0057B, Task Code #Z 1010  
Accounting String: 537280-20000-3130500000 Z40057B Z1010

AMOUNT: \$50.00

DATE: May 31, 2017

AGENCY: Riverside County Transportation Department

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: 

PRESENTED BY: Mary Zambon, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

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

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

RECEIPT # (S) \_\_\_\_\_

1 PROJECT: 3<sup>rd</sup> Place Sidewalk

2 PARCEL: 0057-008

3  
4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
7 ("County"), and PALO VERDE IRRIGATION DISTRICT, ("Grantor"). County and  
8 Grantor are sometimes collectively referred to as "Parties".

9 **RECITALS**

10 WHEREAS, Grantor owns that certain real property located on 3<sup>rd</sup> Place,  
11 adjacent to Assessor's Parcel Number 869-090-052 in the Blythe area of  
12 unincorporated Riverside County, State of California, as depicted on the Assessor's  
13 Plat Map identified as Attachment "1", attached hereto and made a part hereof. The  
14 real property consisting of 4,950 square feet or 0.114 acres of vacant land, is also  
15 known as 30-foot strip of existing right of way ("Property"); and

16 WHEREAS, Grantor desire to sell to the County and the County desires to  
17 purchase an easement interest in the Property ("ROW"), for the purpose of  
18 constructing the 3<sup>rd</sup> Street Sidewalk Project ("Project") as follows: a permanent  
19 easement in favor of the County of Riverside for road and utility purposes referenced  
20 as Parcel 0057-008, described on Attachment "2", attached hereto and made a part  
21 hereof; pursuant to the terms and conditions set forth herein; and

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

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

27  
28 **AUG 29 2017 3.57**

1 **ARTICLE 1. AGREEMENT**

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

4 2. Consideration. For good and valuable consideration, Grantor agrees to  
5 sell and convey to the County, and the County agrees to purchase from Grantor all of  
6 the Right-of-Way Property described herein, under the terms and conditions set forth in  
7 this Agreement. The full consideration for the Right-of-Way Property consists of the  
8 purchase price amount for the real property interest to be acquired by the County  
9 ("Purchase Price") The Purchase Price in the amount of One Thousand One Hundred  
10 Dollars (\$1,100) is to be distributed to Grantor in accordance with this Agreement.  
11 Grantor will be responsible for any apportionment or allocation of the Purchase Price if  
12 required for any separately held interests that may exist.

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 such additional Escrow instructions  
17 as are reasonably required to consummate the transaction contemplated by this  
18 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
19 between the terms of this Agreement and any additional Escrow instructions, the terms  
20 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
21 County 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 Price in  
28 the amount of One Thousand One Hundred Dollars (\$1,100) ("Deposit").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 4. Grantor Responsibilities.

18 A. Execute and acknowledge Easement Deed in favor of the County  
19 of Riverside for road and utility purposes dated \_\_\_\_\_ identified as Parcel  
20 Number 0057-008; and deliver deed to Yolanda King, Real Property Agent for the  
21 County or to the Escrow Holder.

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

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

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

## 21 ARTICLE II. MISCELLANEOUS

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

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



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

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

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

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

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

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

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

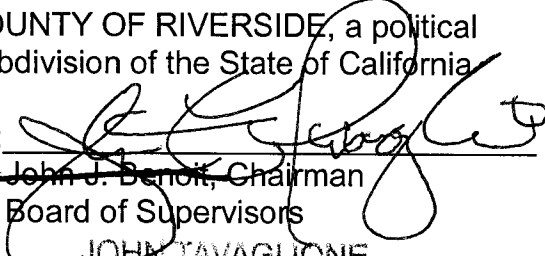
1           9.     This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.

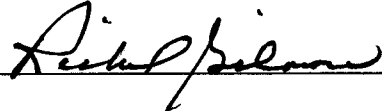
4           In Witness Whereof, the Parties have executed this Agreement the day and year  
5 last below written.

6 Dated:                     AUG 29 2017          

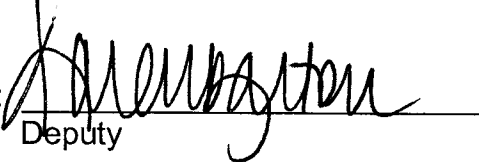
7  
8 COUNTY:  
9 COUNTY OF RIVERSIDE, a political  
10 Subdivision of the State of California

GRANTOR:  
PALO VERDE IRRIGATION DISTRICT

11 By:   
~~John J. Benoit, Chairman~~  
Board of Supervisors  
12           JOHN TAVAGLIONE

By:   
13  
14           Its:           ASSISTANT MANAGER          

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

17 By:   
18           Deputy

19  
20 APPROVED AS TO FORM:  
21 Gregory P. Priamos, County Counsel

22 By:   
23           R. Todd Franks  
24           Deputy County Counsel

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26  
27 SV:tg/092016/430TR/18.449  
28

ATTACHMENT "1"  
Assessor's Plat Map

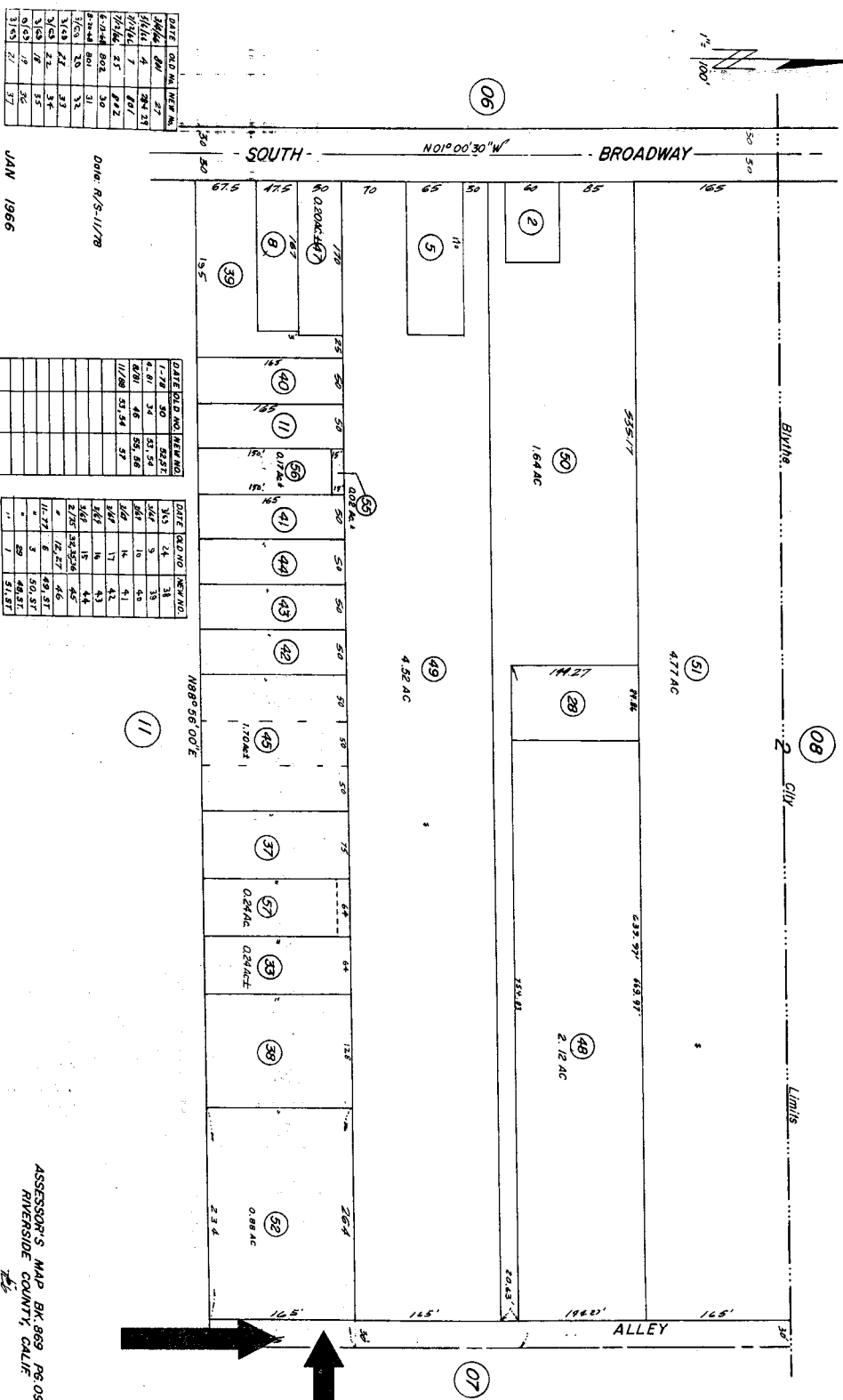
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28-35-2  
869-09

T.R. A. 085-000

S/2 NW1/4 NE1/4 SEC. 5, T7S, R23E

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
3/10/64	81	27
5/11/64	4	28, 29
7/24/64	7	30, 31
8/24/64	25	32, 33
8/24/64	30	34, 35
8/24/64	31	36, 37
3/25/65	28	38
3/25/65	29	39
3/25/65	30	40
3/25/65	31	41
3/25/65	32	42
3/25/65	33	43
3/25/65	34	44
3/25/65	35	45
3/25/65	36	46
3/25/65	37	47

DATE OLD NO. NEW NO.

1-78	30	28, 29
4-81	34	31, 32
8-81	46	35, 36
11/88	51, 54	37

DATE OLD NO. NEW NO.

3/63	24	38
3/63	25	39
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3/63	27	41
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3/63	31	45
3/63	32	46
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3/63	38	52

DATE OLD NO. NEW NO.

11-77	8	49, 51
11-77	9	50, 52
11-77	10	53, 54

DATE OLD NO. NEW NO.

11-77	1	51, 52
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ASSESSOR'S MAP BK 869 PG 09  
RIVERSIDE COUNTY, CALIF.

ATTACHMENT "2"

Legal and Plat

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EXHIBIT "A"  
LEGAL DESCRIPTION  
0057-008

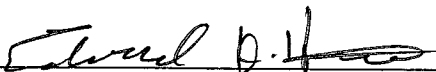
BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY COLLECTORS DEED RECORDED OCTOBER 6, 1989, AS INSTRUMENT NO. 345862, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE EASTERLY 30.00 FEET OF THE EAST 264.00 FEET OF THE SOUTH HALF, OF THE SOUTH HALF, OF THE SOUTH HALF, OF THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER, OF SAID SECTION 5.

CONTAINING 4950 SQ.FT. OR 0.114 ACRES MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

  
EDWARD D. HUNT P.L.S. 7530

8-11-2016  
DATED:

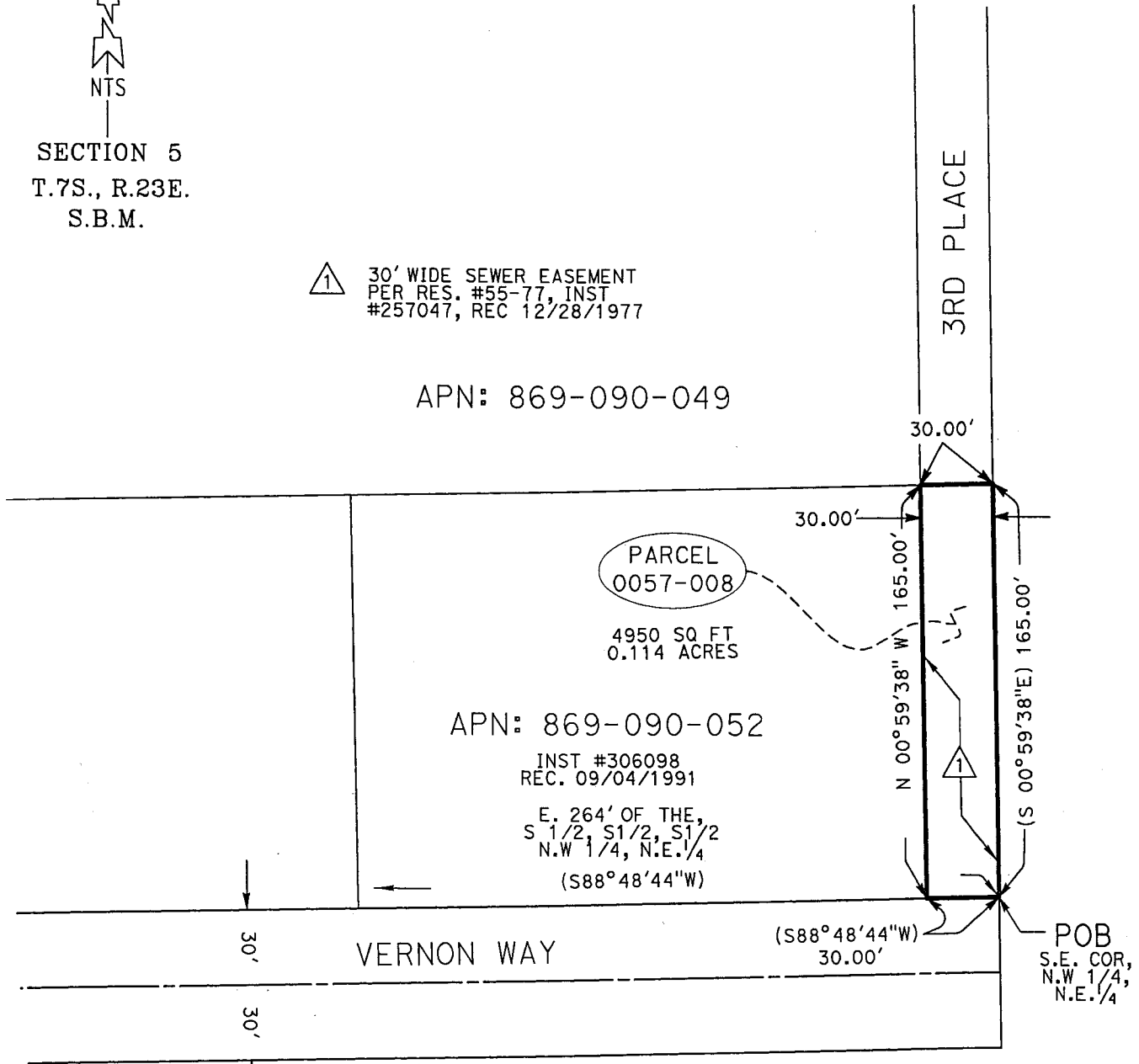


EXHIBIT "B"  
 PARCEL 0057-008

NTS  
 SECTION 5  
 T.7S., R.23E.  
 S.B.M.

① 30' WIDE SEWER EASEMENT  
 PER RES. #55-77, INST  
 #257047, REC 12/28/1977

APN: 869-090-049



( ) RECORDED DATA RS 120/1

PCL No.: 0057-008

WO No.: C4-0057

SCALE: NTS

PREPARED BY: H. FINN

DATE: AUG, 2016

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
 SURVEY DIVISION

PROJECT: 3RD PLACE

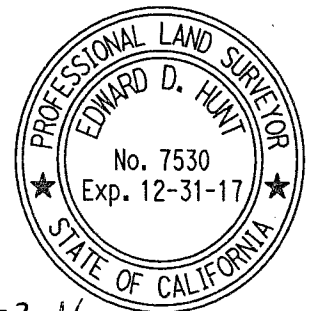
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY:

*Edward D. Hunt*

DATE:

8-11-2016



ATTACHMENT "3"  
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 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:tg/092016/430TR/18.450

(Space above this line for Recorder's use)

PROJECT: 3<sup>RD</sup> PLACE SIDEWALK  
PARCEL: 0057-008

## EASEMENT DEED

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

PALO VERDE IRRIGATION DISTRICT

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: 3<sup>rd</sup> PLACE SIDEWALK  
PARCEL: 0057-008

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

**GRANTOR: PALO VERDE  
IRRIGATION DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**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 \_\_\_\_\_

Place Notary Seal Above

PROJECT: 3<sup>rd</sup> PLACE SIDEWALK  
PARCEL: 0057-008

**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 \_\_\_\_\_

Place Notary Seal Above

PROJECT: 3<sup>rd</sup> PLACE SIDEWALK  
PARCEL: 0057-008

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 PALO VERDE IRRIGATION DISTRICT, 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  
Patricia Romo, Director of Transportation

By: \_\_\_\_\_, Deputy

[

PROJECT: 3<sup>rd</sup> Street Sidewalk  
PARCEL: 0057-001  
APN: 869-090-051 (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 HERMAN W. BLACK, JR., a widower, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

**RECITALS**

WHEREAS, Grantor owns that certain real property located at 14300 S. Broadway in the Blythe area of unincorporated Riverside County, State of California, as depicted on the Assessor's Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of 207,781 square feet or 4.77 acres of vacant land, is also known as Assessor's Parcel Number: 869-090-051 ("Property"); and

WHEREAS, Grantor desire to sell to the County and the County desires to purchase a portion of the Property ("ROW"), for the purpose of constructing the 3<sup>rd</sup> Street Sidewalk Project ("Project") as follows: a permanent easement in favor of the County of Riverside for road and utility purposes referenced as Parcel 0057-001, 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;

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

AUG 29 2017 3.59

1 **ARTICLE 1. AGREEMENT**

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

4 2. Consideration. For good and valuable consideration, Grantor agrees to  
5 sell and convey to the County, and the County agrees to purchase from Grantor all of  
6 the Right-of-Way Property described herein, under the terms and conditions set forth in  
7 this Agreement. The full consideration for the Right-of-Way Property consists of the  
8 purchase price amount for the real property interest to be acquired by the County  
9 ("Purchase Price") The Purchase Price in the amount of Two Thousand Two Hundred  
10 Dollars (\$2,200) is to be distributed to Grantor in accordance with this Agreement.  
11 Grantor will be responsible for any apportionment or allocation of the Purchase Price if  
12 required for any separately held interests that may exist.

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 such additional Escrow instructions  
17 as are reasonably required to consummate the transaction contemplated by this  
18 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
19 between the terms of this Agreement and any additional Escrow instructions, the terms  
20 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
21 County 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 Price in  
28 the amount of Two Thousand Two Hundred Dollars (\$2,200) ("Deposit").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 4. Grantor Responsibilities.

18 A. Execute and acknowledge Easement Deed in favor of the County  
19 of Riverside for road and utility purposes dated \_\_\_\_\_ identified as Parcel  
20 Number 0057-001; and deliver deed to Yolanda King, Real Property Agent for the  
21 County or to the Escrow Holder.

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



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

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

## 21 ARTICLE II. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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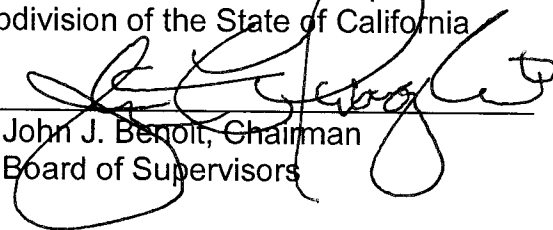
1           9.       This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.


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

6 Dated: 9-23-2016

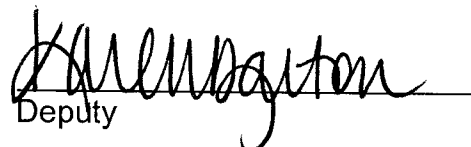
7  
8 COUNTY:  
9 COUNTY OF RIVERSIDE, a political  
10 Subdivision of the State of California

GRANTOR:  
HERMAN W. BLACK, JR. a widower

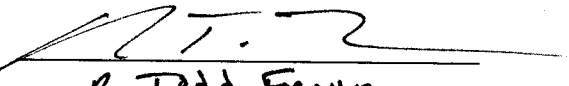
11 By:   
12 John J. Benoit, Chairman  
13 Board of Supervisors

By:   
Herman W. Black Jr.

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

17 By:   
18 Deputy

19  
20 APPROVED AS TO FORM:  
21 Gregory P. Priamos, County Counsel

22 By:   
23 R. Todd Fraum  
24 Deputy County Counsel

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27 SV:tg/091916/430TR/18.201 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.201.doc

ATTACHMENT "1"  
Assessor's Plat Map

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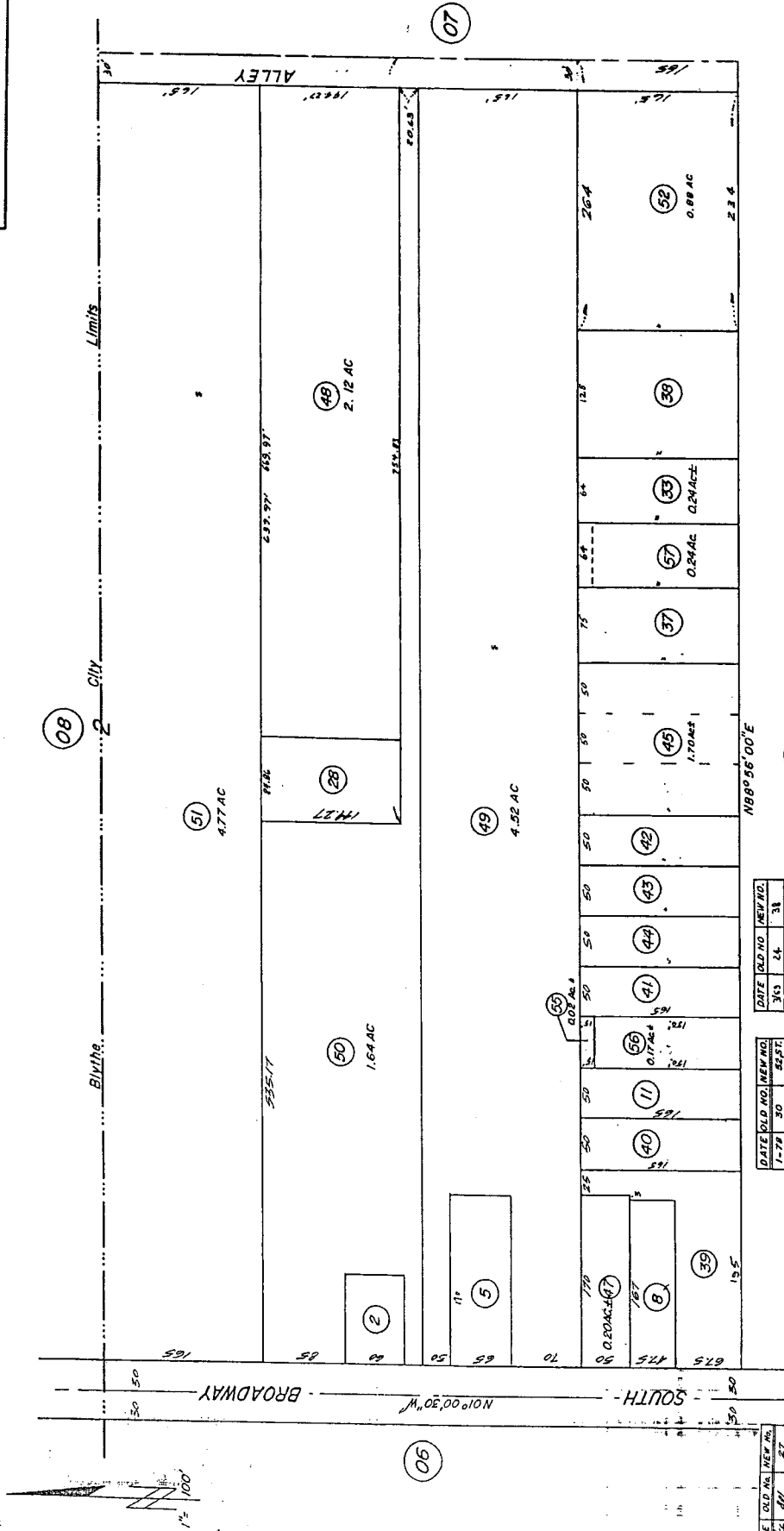
28-35-2

869-09

T.R. A. 085-000

S1/2 NW1/4 NE1/4 SEC. 5, T7S, R. 23E

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
1/15	24	38
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DATE: R/S-11/78

JAN 1966

ASSESSOR'S MAP BK. 869 PG. 09 RIVERSIDE COUNTY, CALIF.

ATTACHMENT "2"  
Legal and Plat

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**0057-001**

ALL OF PARCEL NO. 2 IN QUITCLAIM DEED RECORDED NOVEMBER 17, 1989 AS INSTRUMENT NO. 404327, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 30 FEET OF THE NORTH 165 FEET OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5.

CONTAINING 4950 SQ.FT. OR 0.114 ACRES MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

*Edward D. Hunt*  
EDWARD D. HUNT P.L.S. 7530

8-11-2016  
DATED:



EXHIBIT "B"  
 PARCEL 0057-001



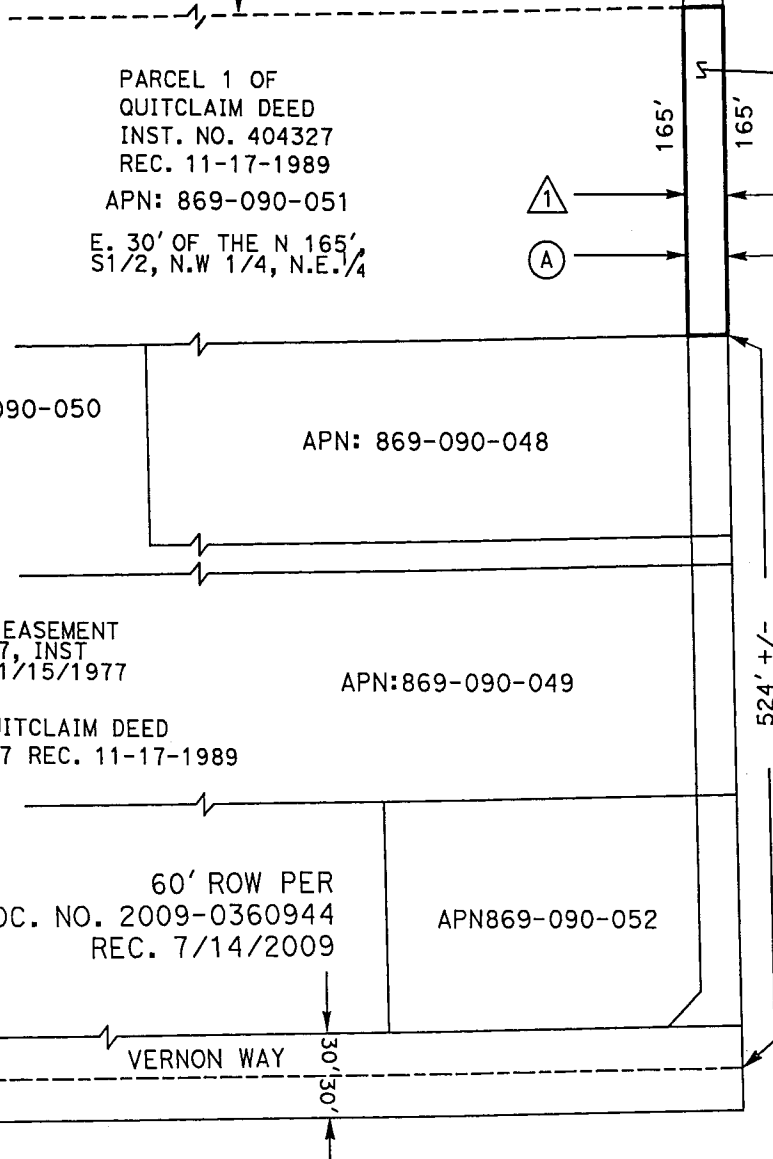
SECTION 5  
 T.7S., R.23E.  
 S.B.M.

CITY OF BLYTHE

BOUNDARY OF CITY LIMITS

30.00' PUBLIC  
 RIGHT OF WAY BY  
 AUTHORITY OF CALIFORNIA  
 CIVIL CODE 1009.d

3RD PLACE



PARCEL  
 0057-001

4950 SQ FT  
 0.114 ACRES

PARCEL 1 OF  
 QUITCLAIM DEED  
 INST. NO. 404327  
 REC. 11-17-1989  
 APN: 869-090-051

E. 30' OF THE N 165'  
 S 1/2, N.W 1/4, N.E. 1/4

APN: 869-090-050

APN: 869-090-048

APN: 869-090-049

△ 30' WIDE SEWER EASEMENT  
 PER RES. #45-77, INST  
 #227894, REC 11/15/1977

⊙ PARCEL 2 OF QUITCLAIM DEED  
 INST. NO. 404327 REC. 11-17-1989

60' ROW PER  
 DOC. NO. 2009-0360944  
 REC. 7/14/2009

APN 869-090-052

VERNON WAY

30'  
 30'

PCL No.: 0057-001

WO No.: C4-0057

SCALE: NTS

PREPARED BY: WJH/H.F

DATE: AUG 2016

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
 SURVEY DIVISION

PROJECT: 3RD PLACE

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:

*Edward D. Hunt*

DATE:

8-11-2016





ATTACHMENT "3"  
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 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:tg/091916/430TR/18.202

(Space above this line for Recorder's use)

PROJECT: 3<sup>RD</sup> STREET SIDEWALK  
PARCEL: 0057-001  
APN: 869-090-051 (portion)

## EASEMENT DEED

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

HERMAN W. BLACK, JR., 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: 3<sup>rd</sup> STREET SIDEWALK  
PARCEL: 0057-001  
APN: 869-090-051 (portion)

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

**GRANTOR:**  
**HERMAN W. BLACK, JR., a widower**

\_\_\_\_\_  
Herman W. Black, Jr.

**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 \_\_\_\_\_

Place Notary Seal Above

PROJECT: 3<sup>rd</sup> STREET SIDEWALK  
PARCEL: 0057-001  
APN: 869-090-051 (portion)

**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 \_\_\_\_\_

Place Notary Seal Above

PROJECT: 3<sup>rd</sup> STREET SIDEWALK  
PARCEL: 0057-001  
APN: 869-090-051 (portion)

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 [INSERT GRANTOR'S NAME IN ALL CAPS], 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

[

1 PROJECT: 3<sup>rd</sup> Street Sidewalk

2 PARCEL: 0057-003

3 APN: 869-090-050 (portion)

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and EVA AGUILAR RAMOS, Trustee of the Eva Aguilar Ramos Revocable  
9 Trust, dated October 3, 2008 ("Grantor"). County and Grantor are sometimes  
10 collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 14294 Broadway  
13 Street in the Blythe area of unincorporated Riverside County, State of California, as  
14 depicted on the Assessor's Plat Map identified as Attachment "1," attached hereto and  
15 made a part hereof. The real property consisting of 71,438 square feet or 1.64 acres of  
16 vacant land, is also known as Assessor's Parcel Number: 869-090-050 ("Property");  
17 and

18 WHEREAS, Grantor desire to sell to the County and the County desires to  
19 purchase a portion of the Property ("ROW"), for the purpose of constructing the 3<sup>rd</sup>  
20 Street Sidewalk Project ("Project") as follows: a permanent easement in favor of the  
21 County of Riverside for road and utility purposes referenced as Parcel 0057-003,  
22 described on Attachment "2," attached hereto and made a part hereof; pursuant to the  
23 terms and conditions set forth herein; and

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

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

AUG 29 2017 3.57

1 **ARTICLE 1. AGREEMENT**

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

4 2. Consideration. For good and valuable consideration, Grantor agrees to  
5 sell and convey to the County, and the County agrees to purchase from Grantor all of  
6 the Right-of-Way Property described herein, under the terms and conditions set forth in  
7 this Agreement. The full consideration for the Right-of-Way Property consists of the  
8 purchase price amount for the real property interest to be acquired by the County  
9 ("Purchase Price") The Purchase Price in the amount of One Thousand Dollars  
10 (\$1,000) is to be distributed to Grantor in accordance with this Agreement. Grantor will  
11 be responsible for any apportionment or allocation of the Purchase Price if required for  
12 any separately held interests that may exist.

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 such additional Escrow instructions  
17 as are reasonably required to consummate the transaction contemplated by this  
18 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
19 between the terms of this Agreement and any additional Escrow instructions, the terms  
20 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
21 County 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 Price in  
28 the amount of One Thousand Dollars (\$1,000) ("Deposit").

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

17 4. Grantor Responsibilities.

18 A. Execute and acknowledge Easement Deed in favor of the County  
19 of Riverside for road and utility purposes dated \_\_\_\_\_ identified as Parcel  
20 Number 0057-003; and deliver deed to Yolanda King, Real Property Agent for the  
21 County or to the Escrow Holder.

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

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

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

## 21 **ARTICLE II. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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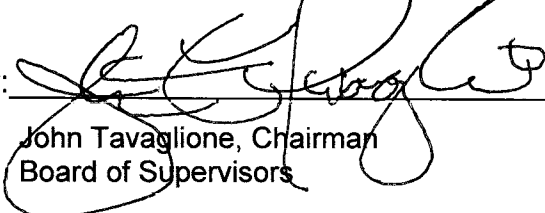
1           9.       This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.

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

6 Dated: 12/01/16

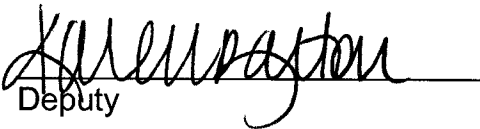
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8 COUNTY:  
9 COUNTY OF RIVERSIDE, a political  
10 Subdivision of the State of California

GRANTOR:  
EVA AGUILAR RAMOS, Trustee of the  
Eva Aguilar Ramos Revocable Trust,  
dated October 3, 2008

11 By:   
12 John Tavaglione, Chairman  
13 Board of Supervisors

By:   
Eva Aguilar Ramos, Trustee

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

17 By:   
18 Deputy

19  
20 APPROVED AS TO FORM:  
21 Gregory P. Priamos, County Counsel

22 By:   
23 R. Todd Froum  
24 Deputy County Counsel

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27 SV:jb/051016/430TR/18.215 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.215.doc

ATTACHMENT "1"  
Assessor's Plat Map

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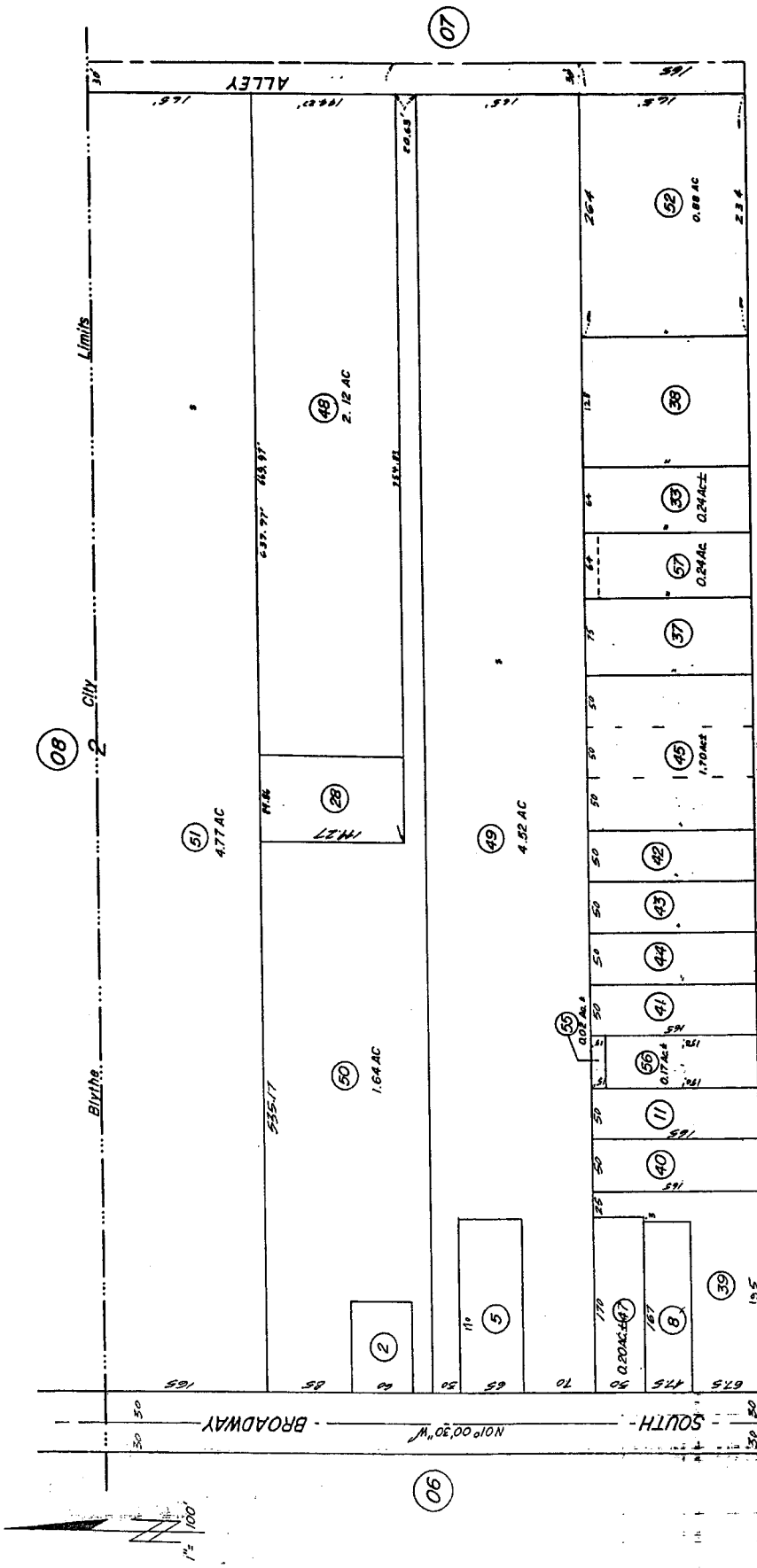
28-35-2

869-09

T.R. A. 085-000

S1/2 NW1/4 NE1/4 SEC. 5, T. 7S, R. 23E

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
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3/13	15	44
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3/13	3	49, 51
3/13	1	49, 51
3/13	1	51, 52

DATE	OLD NO.	NEW NO.
1-78	50	55, 57
4-81	34	53, 54
8/81	48	55, 56
11/88	51, 54	37

DATE	OLD NO.	NEW NO.
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3/13	28, 29	32
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Date: R/S-11/78

JAN 1966

ASSESSOR'S MAP BK 869 PG 09 RIVERSIDE COUNTY, CALIF 25

ATTACHMENT "2"  
Legal and Plat

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**0057-003**

BEING ALL THAT LAND DESCRIBED IN RESOLUTION NO. 44-77 FOR THE CITY OF BLYTHE FOR THE ACCEPTANCE OF A DEED OF EASEMENT RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 227893, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 30 FEET OF THE SOUTHERLY 20.73 FEET OF THE NORTHERLY 330 FEET OF THE SOUTH HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN.

CONTAINING 622 SQ. FT. OR 0.014 ACRES MORE OR LESS

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

*Edward D. Hunt*  
EDWARD D. HUNT P.L.S. 7530

8-11-2016  
DATED:



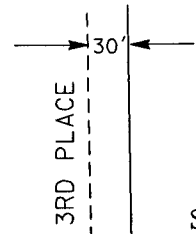


EXHIBIT "B"  
 PARCEL 0057-003



SECTION 5  
 T.7S., R.23E.  
 S.B.M.

CITY OF BLYTHE  
 BOUNDARY OF CITY LIMITS



- ① 30' WIDE SEWER EASEMENT  
 PER RES. #55-77, INST  
 #257047, REC 12/28/1977
- ② 30' WIDE SEWER EASEMENT  
 PER RES. #43-77, INST  
 #227892, REC 11/15/1977

Grant Deed  
 Doc. No. 2012-0187162  
 Rec. 4-25-2012  
 APN: 869-090-050

- ③ 30' WIDE SEWER EASEMENT  
 PER RES. #44-77, INST  
 #227893, REC 11/15/1977
- ④ 30' WIDE SEWER EASEMENT  
 PER RES. #42-77, INST  
 #227891, REC 11/15/1977
- ⑤ 30' WIDE SEWER EASEMENT  
 PER RES. #45-77, INST  
 #227894, REC 11/15/1977
- ⑥ 60' WIDE ROAD EASEMENT  
 PER DOC. #2009-0360944,  
 REC 07/14/2009

PARCEL  
 0057-003

622 SQ FT  
 0.014 ACRES

60' ROW PER  
 DOC. NO. 2009-0360944  
 REC. 7/14/2009

VERNON WAY

C/L

NE 1/16 COR

PCL No.: 0057-003

WO No.: C4-0057

SCALE: NTS

PREPARED BY: WJH/BCIII

DATE: JUNE, 2016

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
 SURVEY DIVISION

PROJECT: 3RD PLACE

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

APPROVED BY:

DATE:

8.11.2016



ATTACHMENT "3"

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 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:jb/051016/430TR/18.216

(Space above this line for Recorder's use)

PROJECT: 3<sup>RD</sup> STREET SIDEWALK  
PARCEL: 0057-003  
APN: 869-090-050 (portion)

## EASEMENT DEED

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

EVA AGUILAR RAMOS, Trustee of the Eva Aguilar Ramos Revocable Trust, dated October 3, 2008

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: 3<sup>rd</sup> STREET SIDEWALK  
PARCEL: 0057-003  
APN: 869-090-050 (portion)

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

**GRANTOR:**  
**EVA AGUILAR RAMOS, Trustee of the**  
**Eva Aguilar Ramos Revocable Trust,**  
**dated October 3, 2008**

\_\_\_\_\_  
Eva Aguilar Ramos, Trustee

**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 \_\_\_\_\_

Place Notary Seal Above

PROJECT: 3<sup>rd</sup> STREET SIDEWALK  
PARCEL: 0057-003  
APN: 869-090-050 (portion)

**ACKNOWLEDGMENT**

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WITNESS my hand and official seal:

Signature \_\_\_\_\_

Place Notary Seal Above

PROJECT: 3<sup>rd</sup> STREET SIDEWALK  
PARCEL: 0057-003  
APN: 869-090-050 (portion)

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 EVA AGUILAR RAMOS, Trustee of the Eva Aguilar Ramos Revocable Trust, dated October 3, 2008, 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

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