

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



ITEM
3.21
(ID # 5358)

MEETING DATE:

Tuesday, December 5, 2017

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

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND
LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Right of
Way Acquisition Agreement for a portion of Assessor's Parcel Numbers 869-070-
001, 869-070-002 and 869-110-003 for the Felix Appleby Elementary School
Sidewalk Project in the Blythe area, CEQA Exempt, District 4; [Total Cost -
\$26,600; 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 Rashpal Singh Samra, for a permanent road easement identified as Parcels 0057-006 and 0057-007, located within a portion of Assessor's Parcel Numbers 869-070-001, 869-070-002, and 869-110-003 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

9/20/2017

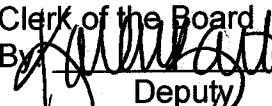
Patricia Romo, Director of Transportation

10/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 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: That the Board of Supervisors:

3. 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;
4. Authorize and allocate the amount of \$16,700 for the permanent road easement to Parcel 0057-006 and 0057-007 located within a portion of Assessor's Parcel Numbers 869-070-001, 869-070-002, and 869-110-003;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$9,900 for due diligence and staff expenses; and
6. 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 26,600	\$ 0	\$ 26,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax-100%			Budget Adjustment:	No
			For Fiscal Year:	2017/18

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The County of Riverside (County) as the lead agency under CEQA, is proposing to install a sidewalk and pavement along Third Place between 14th Avenue and Vernon Way (Project). Third Place currently exists within the City of Blythe from 14th Avenue south to the driveway of an apartment complex, as a paved road. 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 is a dirt path 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, then north to 14th 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 3rd Place Sidewalk and Roadway Improvements; and Adoption of Resolution No.2016-062, Agreeing to Hear Future Resolutions of Necessity.

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

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 in the amount of \$16,700 for a portion of Assessor's Parcel Numbers 869-070-001, 869-070-002, and 869-110-03 from Rashpal Singh Samra (Samra). There are costs of \$9,900 associated with this transaction which includes estimated title and escrow charges, Preliminary Title Report, county appraisal, and EDA Real Property staff time.

Due to the portion of the properties located in both jurisdictions of the City of Blythe and unincorporated Riverside County, Samra executed an Easement Deed (Parcel 0057-007) in favor of the County of Riverside as well as an Easement Deed (Parcel 0057-006) in favor of the City of Blythe.

Construction is expected to commence in April 2018 and be 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 869-070-001, 869-070-002, and 869-110-003:

Right of Way Acquisition identified as Parcel Nos. 0057-006 and 0057-007, located within a portion of APNs: 869-070-001, 869-070-002, and 869-110-003	\$16,700
Preliminary Title Report	400
County Appraisal Cost	3,500
EDA Real Property Staff Time	6,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$26,600

SUPPLEMENTAL:

Additional Fiscal Information

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

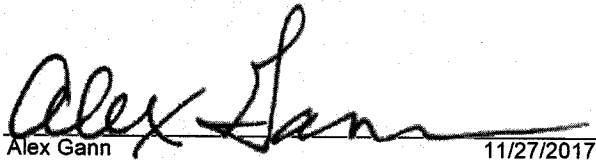
The transaction costs in the amount of \$9,900 included staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transactions.


All costs associated with the acquisition of the portion of the property is fully funded by Gas Tax 100%. The total cost of the project is estimated to be \$851,000. The County will be funding the project using \$721,000 from an Active Transportation Program (ATP) state grant and \$130,000 of Gas Tax. Inclusion of the portion within the City is necessary to construct the project to meet the objectives and requirements of the ATP grant. 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
- (3) Right of Way Acquisition Agreements for Parcels 0057-006 and 0057-007

RF:PR:JWW:VC:VY:SV:ra 430TR 19.251 13682
Transportation Work Order No. C4-0057
Minute Traq ID 5358


Alex Gann 11/27/2017


Gregory V. Priamos, Director County Counsel 9/20/2017

1 PROJECT: 3rd Street Sidewalk
2 PARCELS: 0057-006 and 0057-007
3 APNs: 869-070-001, 869-070-002 and 869-
4 110-003 (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 RASHPAL SINGH SAMRA, a widower, ("Grantor"). County and
10 Grantor are sometimes collectively referred to as "Parties".

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 14321 South 7th
13 Avenue in the in the Blythe area of unincorporated Riverside County, State of
14 California, as depicted on the Assessor's Plat Map identified as Attachment "1,"
15 attached hereto and made a part hereof. The real property consisting of 3,310,560
16 square feet or 76.00 acres of vacant land, is also known as Assessor's Parcel
17 Numbers 869-070-001, 869-070-002 and 869-110-003 ("Property"); 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 3rd
20 Street Sidewalk Project ("Project") as follows: a permanent easement in favor of the
21 City of Blythe for road and utility purposes referenced as Parcel 0057-006 and a
22 permanent easement in favor of the County of Riverside for road and utility purposes
23 referenced as Parcel 0057-007, described on Attachment "2," attached hereto and
24 made a part hereof; pursuant to the terms and conditions set forth herein; and

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

28 DEC 05 2017 3.21

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

3
4 **ARTICLE 1. AGREEMENT**

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

7 2. **Consideration.** For good and valuable consideration, Grantor agrees to
8 sell and convey to the County, and the County agrees to purchase from Grantor all of
9 the Right-of-Way Property described herein, under the terms and conditions set forth in
10 this Agreement. The full consideration for the Right-of-Way Property consists of the
11 purchase price amount for the real property interest to be acquired by the County
12 ("Purchase Price") The Purchase Price in the amount of Sixteen Thousand Seven
13 Hundred Dollars (\$16,700.00) is to be distributed to Grantor in accordance with this
14 Agreement. Grantor will be responsible for any apportionment or allocation of the
15 Purchase Price if required for any separately held interests that may exist.

16 3. **County Responsibilities.**

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

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

3 i. Purchase Price. Deposit into Escrow the Purchase Price in
4 the amount of Sixteen Thousand Seven Hundred Dollars (\$16,700.00) ("Deposit").

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

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

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

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

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

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

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

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 E. 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 F. 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 4. Grantor Responsibilities.

23 A. Execute and acknowledge the Easement Deed in favor of the City
24 of Blythe for road and utility purposes dated _____ identified as Parcel
25 Number 0057-006 and the Easement Deed in favor of the County of Riverside for road
26 and utility purposes dated _____ identified as Parcel Number 0057-007; and
27 deliver both deeds to Stephi Villanueva, Supervising Real Property Agent for the
28 County or to the Escrow Holder.

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

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

ARTICLE 2. MISCELLANEOUS

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

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

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

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

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

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

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

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

3 8. Grantor and its assigns and successors in interest shall be bound by all
4 the terms and conditions contained in this Agreement, and all the Parties thereto shall
5 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: DEC 05 2017,

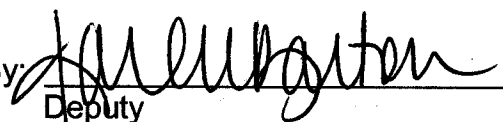
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8 COUNTY:
9 COUNTY OF RIVERSIDE, a political
10 subdivision of the State of California

GRANTOR:
RASHPAL SINGH SAMRA, a widower

11 By: 
12 Chairman JOHN TAVAGLIONE
13 Board of Supervisors

By: 
Rashpal Singh Samra

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

18 By: 
19 Deputy

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

23 By: 
24 Deputy County Counsel

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26
27
28 SV:tg/080417/430TR/18.234

ATTACHMENT "1"
Assessor's Plat Maps

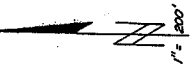
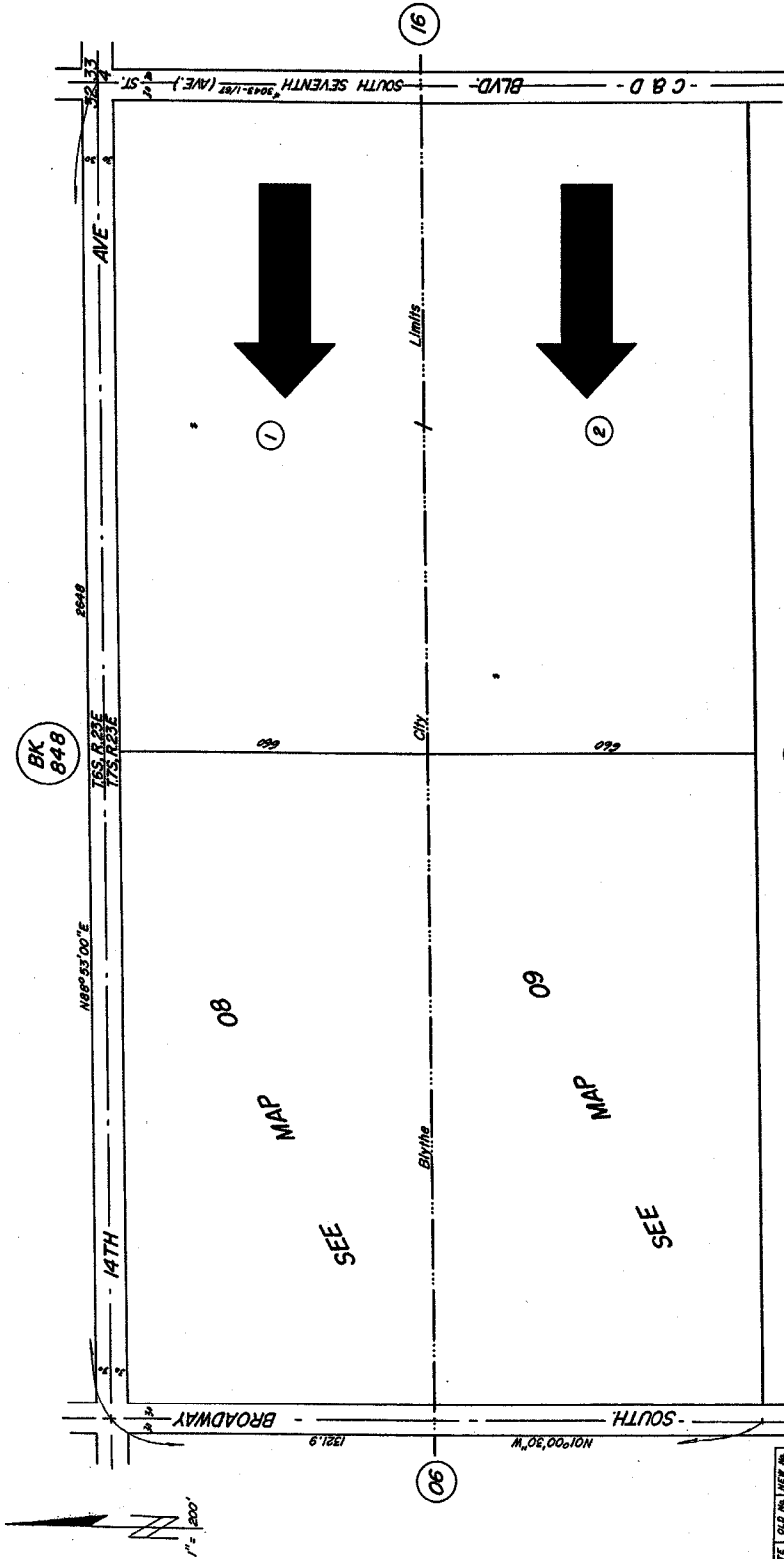
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28-20, 24, 35-2

869-07

T. C. A. 300
6500

N1/2 NE 1/4 SEC. 5, T. 7S, R. 23E



DATE	SOLD	MAP	NO.

JAN 1966

ASSESSOR'S MAP BK. 869 PG. 07
RIVERSIDE COUNTY, CALIF.
726

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

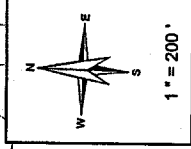
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869-11

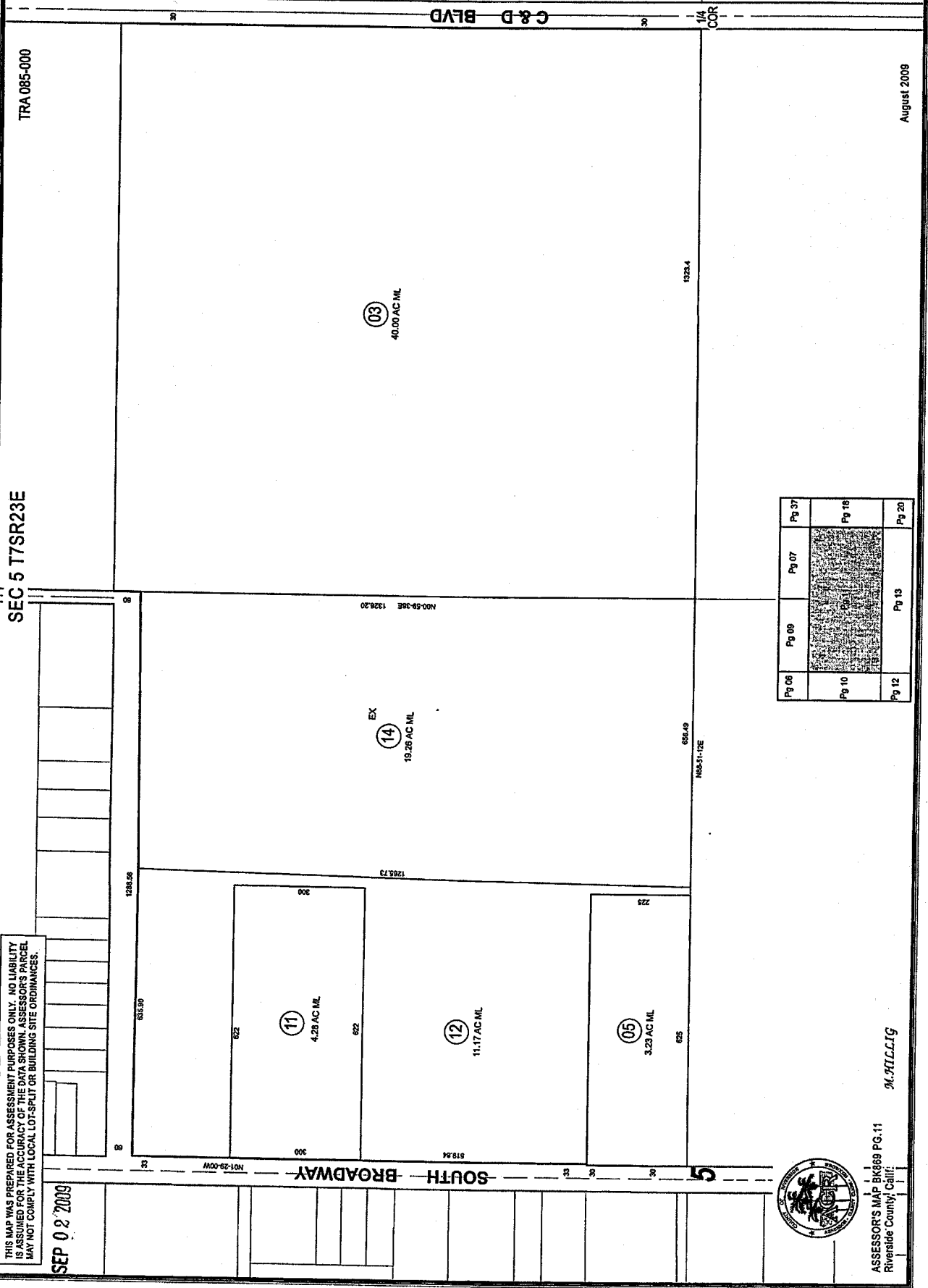
28-35-2



Legend

- Lot Lines
- - - Right-Of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- Lease Area
- Subdivision Tie Mark

Date	Old Number	New Number
8/1/1972	2	4,5
2/1/1976	4	6-8
7/1/1978	7	9,10
7/1/1978	1	10,11
2/1/1988	5A,10	11
4/1/2004	9	12,13
8/1/2009	13	14, 15, 17



Pg 06	Pg 09	Pg 07	Pg 37
Pg 10			Pg 18
Pg 12	Pg 13	Pg 20	

August 2009



ASSESSOR'S MAP BK 689 PG. 11
Riverside County, Calif.
M. J. L. L. I. G.

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ATTACHMENT "2"
Legal Description and Plat Map
Parcels 0057-006 and 0057-007

EXHIBIT "A"
THIRD PLACE
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
0057-006

THAT PORTION OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BLYTHE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 30.00 FEET OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5, EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED ON JUNE 16, 1909, ON FILE IN BOOK 286, PAGES 333 THROUGH 336, INCLUSIVE OF DEEDS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

CONTAINING: 18,885 SQUARE FEET, OR 0.43 ACRES MORE OR LESS.

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

PREPARED UNDER MY SUPERVISION:


TIMOTHY F. RAYBURN, P. L. S. 8455

5/25/2017
DATE



EXHIBIT "B"

14TH AVENUE



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

PER DEED RECORDED JUNE 16, 1909
BOOK 286, PAGE 333-336 O.R.

60.00'

PARCEL
0057-006
18,885 SQ FT
0.433 ACRES

APN: 869-070-001

N 1/2 OF THE NE 1/4
OF THE NE 1/4 OF
SECTION 5, T 7 S, R 23 E
S.B.M.

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

3RD PLACE

629.50'

 AREA OF DEDICATION

CITY OF BLYTHE

COUNTY OF RIVERSIDE

APN: 869-070-002

S 1/2 OF THE NE 1/4
OF THE NE 1/4 OF
SECTION 5, T 7 S, R 23 E
S.B.M.

APN: 869-090-051

PCL No.: 0057-006

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C4-0057

PROJECT: 3RD PLACE

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: WJH

DATE: MAY 2017

APPROVED BY:

Timothy F. Rayburn

DATE: 5/25/2017

SHEET 1 OF 1

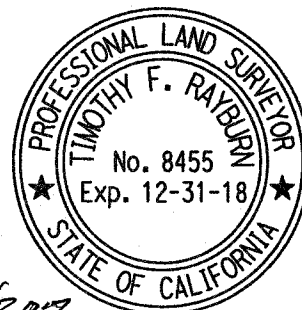


EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
0057-007

THAT PORTION OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 23 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 30.00 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5 AND THE WESTERLY 30.00 FEET OF THE NORTHERLY 100.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 5.

CONTAINING: 22,785 SQUARE FEET OR 0.457 ACRES, MORE OR LESS.

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

PREPARED UNDER MY SUPERVISION:

Timothy F. Rayburn
TIMOTHY F. RAYBURN, P. L. S 8455

5/25/2017
DATE



EXHIBIT "B"

APN: 869-070-001

N 1/2 OF THE NE 1/4
OF THE NE 1/4 OF
SECTION 5, T 7 S, R 23 E
S.B.M.

CITY OF BLYTHE

COUNTY OF RIVERSIDE



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

**PARCEL
0057-007
22,785 SQ FT
0.457 ACRES**

APN: 869-070-002

S 1/2 OF THE NE 1/4
OF THE NE 1/4 OF
SECTION 5, T 7 S, R 23 E
S.B.M.

30.00' SEWER EASEMENT
INST. # 306097
REC 09/04/1991

60.00' PER
INST.# 2009-0360944
REC. 07/14/2009

AREA OF DEDICATION

SW CORNER OF NE 1/4 OF THE NE 1/4
SECTION 5, T 7 S, R 23 E
S.B.M.

C/L VERNON WAY

APN: 869-070-002

100.00'

APN: 869-110-003

SE 1/4 OF THE NE 1/4 OF
SECTION 5, T 7 S, R 23 E
S.B.M.

PCL No.: 0057-007

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C4-0057

PROJECT: 3RD PLACE

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: WJH

DATE: MAY 2017

APPROVED BY:

Timothy F. Rayburn

DATE: 5/25/2017

SHEET 1 OF 1



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ATTACHMENT "3"
Easement Deeds

Parcel No. 0057-006 in favor of the City of Blythe for a portion of APN: 869-070-001
Parcel No. 0057-007 in favor of the County of Riverside for a portion of APN: 869-070-
002

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME BLYTHE CITY CLERK
STREET ADDRESS 235 NORTH BROADWAY
CITY, STATE & ZIP CODE BLYTHE, CA 92225

TITLE ORDER NO. _____ ESCROW NO. _____

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

SV:tg/080417/430TR/18.241

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT GRANT DEED

TRA: _____

APN: 869-070-001 (por.)

The undersigned grantor(s) declare(s) _____
 DOCUMENTARY TRANSFER TAX \$ _____
 computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at time of sale.
 Unincorporated Area City of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) _____
Rashpal Singh Samra, a widower

hereby remise, release and grant to City of Blythe, a municipal corporation
((NAME OF GRANTOR(S))

An Easement for Public Road and Utility Purposes, including drainage purposes, over upon, across

the following described real property in the City of Blythe, County of Riverside
((NAME OF GRANTEE(S))

State of California

SEE ATTACHED EXHIBIT A & B

DATED: _____

RASPAL SINGH SAMRA

ATTACH NOTARY ACKNOWLEDGE

Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 400
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

SV:tg/080417/430TR/18.235

(Space above this line for Recorder's use)

PROJECT: 3RD STREET SIDEWALK
PARCEL: 0057-007
APN: 869-070-002 (portion)

EASEMENT DEED

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

RASHPAL SINGH SAMRA, 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: 3rd STREET SIDEWALK
PARCEL: 0057-007
APN: 869-070-002 (portion)

Dated: _____

**GRANTOR: RASHPAL SINGH
SAMRA, a widower**

By: _____
Rashpal Singh Samra

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: 3rd STREET SIDEWALK
PARCEL: 0057-007
APN: 869-070-002 (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: 3rd STREET SIDEWALK
PARCEL: 0057-007
APN: 869-070-002 (portion)

PUBLIC ROAD AND UTILITY EASEMENT

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

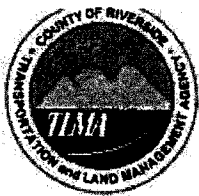
THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from RASHPAL SINGH SAMRA, a widower, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

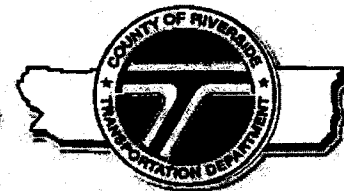
COUNTY OF RIVERSIDE
Patricia Romo, Director of Transportation

By: _____, Deputy

1



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.

TO: Mary Ann Meyer, Office of the County Clerk

12/6/17
Date

WR
Initial

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.

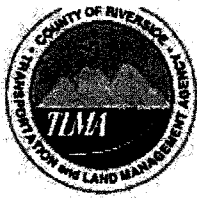
After posting, please return the document to Mail Stop #2136, Attention: Mary Zambon. If you have any questions, please contact Mary at (951) 955-6759.

Attachment

cc: file

3525 14th Street, 2nd Floor, Riverside, CA 92501 (951) 955-6800
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

DEC 05 2017 3.21



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 14th 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 14th Avenue and Vernon Way. The purpose of the project is to provide a sidewalk and half width roadway improvements from 14th 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 14th 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 14th 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

3525 14th Street, 2nd Floor, Riverside, CA 92501 (951) 955-6800
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

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 14th 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 14th 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 14th 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 14th 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 14th 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 14th 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 Categorically 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

EXHIBIT A

3RD PLACE

200 400 800 Feet
Scale = 400 feet
Proposed Plan 211 WWS, CV# 207 (REMAP Blythe)
Filed by subject on 3/17/2018



3RD PLACE

EXHIBIT A

200 400 800 Feet
Scale = 400 feet
Proposed Plan 211 WWS, CV# 207 (REMAP Blythe)
Filed by subject on 3/17/2018

3RD PLACE

**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) _____