

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



ITEM
3.7
(ID # 5564)

MEETING DATE:

Tuesday, January 9, 2018

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

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY-TRANSPORTATION DEPARTMENT: Approval of the
Right of Way Acquisition and Temporary Construction Access Agreements for a
portion of Assessor's Parcel Number's 318-090-030, 317-060-001, 318-140-005,
and 318-120-030 for the Cajalco Road Interim Safety Project in the Mead Valley
area, CEQA Exempt, District 1; [Total Cost - \$76,527]; Gas Tax (ABX8-9 Mar 2010
New Huta)-100% (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the Cajalco Road Interim Safety Project is categorially exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (c) Existing Facilities Exemption;
2. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Oscar Gutierrez, a married man, as his sole and separate property, for a fee simple interest in real property identified as Parcel 0060-011A within a portion of Assessor's Parcel Number 318-090-030 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

11/7/2017

Patricia Romo, Director of Transportation

12/7/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: EDA, Transp., Recorder

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

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STATE OF CALIFORNIA**

3. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Oscar Gutierrez, a married man, as his sole and separate property, for a temporary interest in real property identified as Parcel 0060-011B, located within a portion of Assessor's Parcel Number 318-090-030 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 Serafin Aleman, a married man, as his sole and separate property, for a fee simple interest in real property identified as Parcel 0060-022A located within a portion of Assessor's Parcel Number 317-060-001 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
5. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Serafin Aleman, a married man, as his sole and separate property, for a temporary interest in real property identified as 0060-022B in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Numbers 317-060-001 and authorize the Chairman of the Board to execute this Agreement on behalf of the County;
6. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Margaret Brooks and Therman Henderson, Successor's Co-Trustees of the Henry and Druesilla Artis Family Trust dated June 13, 1996 for a fee simple interest in real property identified as Parcel 0060-010A within a portion of Assessor's Parcel Number 318-140-005 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
7. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Margaret Brooks and Therman Henderson, Successor's Co-Trustees of the Henry and Druesilla Artis Family Trust dated June 13, 1996 for temporary interest in real property identified as 0060-010B in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Numbers 318-140-005 and authorize the Chairman of the Board to execute this Agreement on behalf of the County;
8. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Parmjit Singh and Jaswinder Kaur, husband and wife as joint tenants for a fee simple interest in real property identified as Parcel 0060-021A within a portion of Assessor's Parcel Number 318-120-030 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

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9. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Parmjit Singh and Jaswinder Kaur, husband and wife as joint tenants for temporary interest in real property identified as 0060-021B in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Number 318-120-030 and authorize the Chairman of the Board to execute this Agreement on behalf of the County;
10. Authorize the Assistant County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete this transaction;
11. Authorize and allocate the full settlement amount of \$25,000 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0060-011A and 0060-011B located within a portion of Assessor's Parcel Number: 318-090-030;
12. Authorize and allocate the full settlement amount of \$4,000 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0060-022A and 0060-022B located within a portion of Assessor's Parcel Numbers 317-060-001;
13. Authorize and allocate the full settlement amount of \$3,807 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0060-010A and 0060-010B located within a portion of Assessor's Parcel Numbers 318-140-005;
14. Authorize and allocate the full settlement amount of \$5,000 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0060-021A and 0060-021B located within a portion of Assessor's Parcel Numbers 318-120-030;
15. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$38,720 for due diligence and staff expenses; and
16. 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	\$ 76,527	\$ 0	\$ 76,527	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New Huta)-100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION: Approve

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STATE OF CALIFORNIA**

BACKGROUND:

Summary

The Riverside County Transportation Department (Transportation) proposes to construct a center (two-way) turn lane and right and left turn pockets along Cajalco Road from Brown to Day Street in the unincorporated county area of Mead Valley (Project). Reference is made to Exhibit A, Vicinity Map.

The proposed Project will include the construction of new pavement, stripping and signing modifications, relocation of utility lines, the installation of bus stops at the major intersections, limited Americans with Disabilities Act (ADA) compliant sidewalks at the Clark Street intersection, and the relocation of existing traffic signals at Brown Street and Clark Street.

Pursuant to CEQA, Transportation staff conducted a review of the proposed Project and determined that the Project, including the acquisition of the temporary easements, is categorically exempt from the provision of CEQA pursuant to CEQA Guidelines Section 15301(c), which describes the minor alteration of existing public facilities with negligible or no expansion of an existing use. The Project qualifies under this exemption since the Project is a widening for a center lane and turn pockets without increasing capacity of the highway, as documented in the attached Notice of Exemption.

On December 2, 2016, Caltrans, the National Environmental Policy Act (NEPA) Lead Agency, made a NEPA Categorical Exclusion Determination under Section 6005 of 23 USC 326, based on examination of the Project and supporting information.

The Economic Development Agency has negotiated right-of-way acquisitions and temporary construction access for the following properties:

Parcel Numbers	APN's	Property Owner	Settlement Amount
Parcel No's: 0060-011A and 0060-011B	318-090-030	Oscar Gutierrez	\$ 25,000
Parcel No's: 0060-22A and 0060-022B	317-060-001	Serafin Aleman	\$ 4,000
Parcel No's: 0060-010A and 0060-010B	318-140-005	Margaret Brooks and Therman Henderson	\$ 3,807
Parcel No's: 0060-021A and 0060-021B	318-120-030	Parmjit Singh and Jaswinder Kaur	\$ 5,000

All property owners have agreed to execute a Grant Deed in favor of the County of Riverside. The Right of Way Acquisitions, and Temporary Construction Access Agreements have been reviewed and approved by County Counsel as to legal form.

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Impact on Citizens and Businesses

The proposed Cajalco Road Interim Safety Project will improve the safety and minimize inefficiencies with turning measures related to vehicular traffic on Cajalco Road for motorists, residents, and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the right of way acquisition, and temporary access of a portion of Assessor's Parcel Numbers: 318-090-030, 317-060-001, 318-140-005, and 318-120-030:

Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0060-011A, and 0060-011B located within a portion of APN: 318-090-030	\$ 25,000
Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0060-022A, and 0060-022B located within a portion of APN: 317-060-001	\$ 4,000
Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0060-010A, and 0060-010B located within a portion of APN: 318-140-005	\$ 3,807
Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0060-021A, and 0060-021B located within a portion of APN: 318-120-030	\$ 5,000
Estimated Title and Escrow Charges	4,120
Preliminary Title Reports	1,600
County Appraisal Costs	12,000
EDA Real Property Staff Time	21,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$76,527

The transaction costs in the amount of \$38,720 included appraisal fees, closing costs, and staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transaction.

All costs associated with the R/W acquisitions, and temporary access of the portion of the properties are fully funded by the Gas Tax (ABX8-9 Mar 2010 New Huta). No net County costs will be incurred as a result of this transaction. These charges are estimates only and only actual amounts will be charged to the Project.

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STATE OF CALIFORNIA**

Attachments:

- Exhibit A – Vicinity Map
- Notice of Exemption
- (3) Right of Way Acquisition Agreements for Parcel 0060-011A
- (3) Temporary Construction Access Agreements for Parcel 0060-011B
- (3) Right of Way Acquisition Agreements for Parcel 0060-022A
- (3) Temporary Construction Access Agreements for Parcel 0060-022B
- (3) Right of Way Acquisition Agreements for Parcel 0060-010A
- (3) Temporary Construction Access Agreements for Parcel 0060-010B
- (3) Right of Way Acquisition Agreements for Parcel 0060-021A
- (3) Temporary Construction Access Agreements for Parcel 0060-021B

RF:HM:VC:VY:JR:ra 465TR 19.285 13702
MinuteTrak: 5564

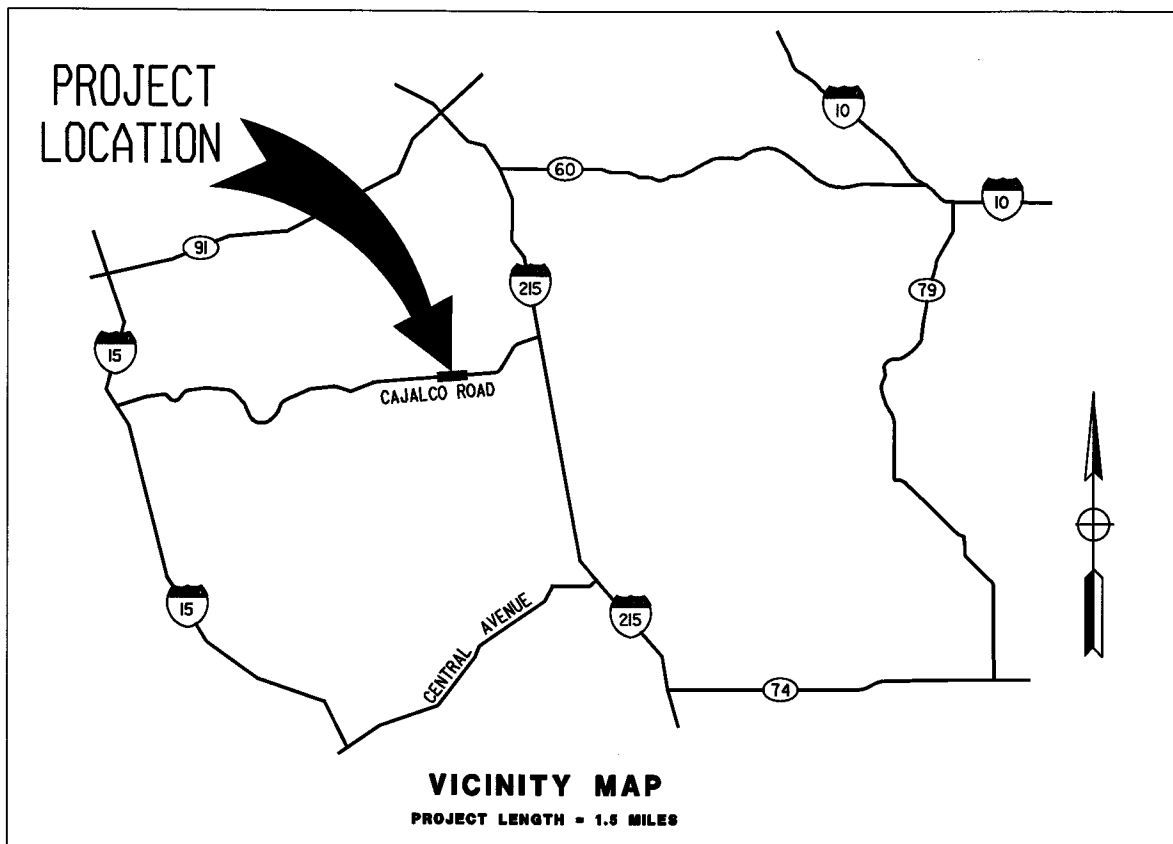
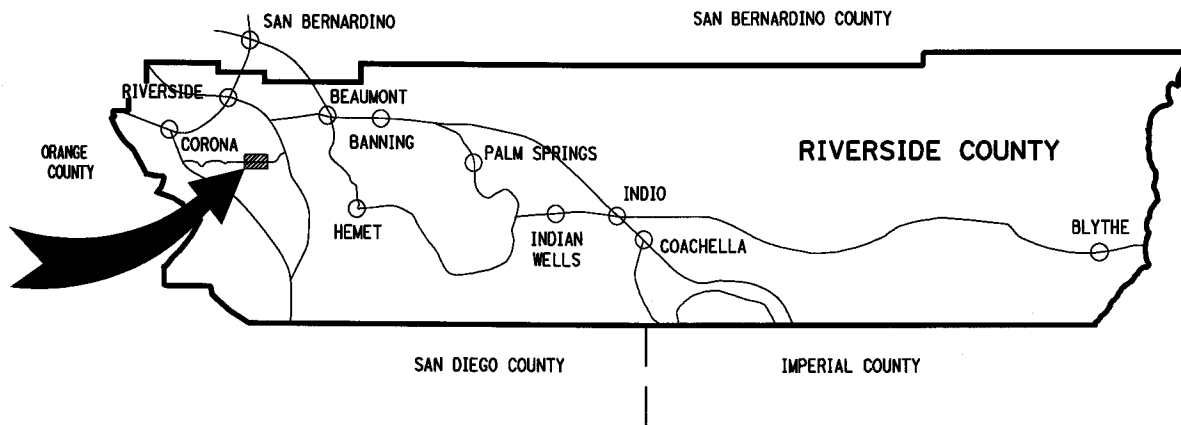

Rohini Dasika, Principal Management Analyst 1/2/2018


Gregory H. Priarios, Director County Counsel 11/16/2017

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

**CAJALCO ROAD
INTERIM SAFETY PROJECT**

**BETWEEN APPROXIMATELY 1000' WESTERLY OF BROWN STREET
AND APPROXIMATELY 1000' EASTERLY OF DAY STREET**



CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

08-RIV-Riv County.		HSIPL-5956 (253)	
Dist.-Co.-Rte. (or Local Agency) P.M./P.M.		E.A/Project No. Federal-Aid Project No. (Local Project)/Project No.	
PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)			
<p>The Riverside County Transportation Department (County) is proposing the construction of a center turn lane (two-way turn lane) along Cajalco Road from Brown Street to Day Street, in Riverside County, California. The proposed project would transition back to the existing cross section to the west of Brown Street and to the east of Day Street. The intersections of Brown Street, Clark Street, and Day Street would be modified to accommodate the improvements. Construction would include new pavement, striping modifications, signing modifications, relocation of electric and transmission electric distribution lines to allow for the improvements, as needed, bus stops at the major intersections, limited Americans with Disabilities Act (ADA) compliant sidewalks at the Clark Street intersection, and the relocation of existing traffic signals at Brown Street and Clark Street. The project is needed to improve safety and traffic operations by eliminating the hazards and inefficiencies of turning movements associated with vehicular traffic on Cajalco Road and intersections of Cajalco Road with Brown Street, Clark Street, and Day Street. R/W is required.</p>			
CEQA COMPLIANCE (for State Projects only)			
Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):			
<ul style="list-style-type: none"> • If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law. • There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time. • There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances. • This project does not damage a scenic resource within an officially designated state scenic highway. • This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List"). • This project does not cause a substantial adverse change in the significance of a historical resource. 			
CALTRANS CEQA DETERMINATION (Check one)			
<input checked="" type="checkbox"/> Not Applicable – Caltrans is not the CEQA Lead Agency		<input type="checkbox"/> Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA	
<input type="checkbox"/> Exempt by Statute. (PRC 21080(b); 14 CCR 15260 et seq.)			
Based on an examination of this proposal, supporting information, and the above statements, the project is:			
<input type="checkbox"/> Categorically Exempt Class . (PRC 21084; 14 CCR 15300 et seq.)			
<input type="checkbox"/> Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061(b)(3).]			
_____ Print Name: Senior Environmental Planner or Environmental Branch Chief		_____ Print Name: Project Manager	
_____ Signature	_____ Date	_____ Signature	_____ Date
NEPA COMPLIANCE			
In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:			
<ul style="list-style-type: none"> • does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and • has considered unusual circumstances pursuant to 23 CFR 771.117(b). 			
CALTRANS NEPA DETERMINATION (Check one)			
<input checked="" type="checkbox"/> 23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:			
<input type="checkbox"/> 23 CFR 771.117(c): activity (c)(____)			
<input checked="" type="checkbox"/> 23 CFR 771.117(d): activity (d)(13)			
<input type="checkbox"/> Activity ____ listed in Appendix A of the MOU between FHWA and the State			
<input type="checkbox"/> 23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327.			
_____ Print Name: Senior Environmental Planner or Environmental Branch Chief		_____ Print Name: Project Manager/DA Engineer	
_____ Signature	_____ Date	_____ Signature	_____ Date
Date of Categorical Exclusion Checklist completion: 12/1/16		Date of ECR or equivalent : 11/30/16	

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation Sheet

08-RIV-Riv County. HSIPL-5956 (253)
 Dist.-Co.-Rte. (or Local Agency) P.M./P.M. E.A/Project No. Federal-Aid Project No. (Local Project)/Project No.

Continued from page 1:

Project Description:

The Riverside County Transportation Department (County) is proposing the construction of a center turn lane (two-way turn lane) along Cajalco Road from Brown Street to Day Street, in Riverside County, California. The proposed project would transition back to the existing cross section to the west of Brown Street and to the east of Day Street. The intersections of Brown Street, Clark Street, and Day Street would be modified to accommodate the improvements. Construction would include new pavement, striping modifications, signing modifications, relocation of electric and transmission electric distribution lines to allow for the improvements, as needed, bus stops at the major intersections, limited Americans with Disabilities Act (ADA) compliant sidewalks at the Clark Street intersection, and the relocation of existing traffic signals at Brown Street and Clark Street. The project is needed to improve safety and traffic operations by eliminating the hazards and inefficiencies of turning movements associated with vehicular traffic on Cajalco Road and intersections of Cajalco Road with Brown Street, Clark Street, and Day Street. The project will be funded with safety funds. Project features include:

- New center lane (two-way turn lane) within the project limits with transition back to a two lane roadway west of Brown Street and east of Day Street;
- Coordination with Southern California Edison (SCE) for their relocation of electric transmission and electric distribution lines as needed;
- Incorporation of bus stops at intersections;
- New ADA-compliant sidewalks at the Clark Street/Cajalco Road intersection;
- Relocation of traffic signals at Brown Street and Clark Street.

The proposed project covers approximately four acres and is within the Steele Peak 7.5-minute USGS Quadrangle map in Sections 2, 9, 10, and 11 Township 4 South, Range 4 West.

Permanent partial right of way acquisitions would be required for the proposed project from the following properties (listed by assessor parcel number [APN]):

318-090-028	318-130-001	318-160-002
318-090-030	318-130-002	319-181-033
318-090-031	318-140-019	319-052-029
318-090-032	318-140-007	
318-100-011	318-160-001	

Utility easements for the following properties would be required to accommodate transmission line and pole facilities:

318-090-028	318-100-011	318-140-007
318-090-030	318-130-001	318-140-019
318-090-031	318-130-002	
318-090-032	318-140-005	

Studies Prepared:

- PES Form
- ISA
- WQAR
- AQ Checklist
- LHS
- SFER
- NES(MI) with JD
- APE
- HPSR
- ASR

Please See attached ECR to this CE for environmental commitments.

Environmental Permits Required:

- Section 401 Water Quality Certification
- Section 404 Nationwide Permit
- Section 1602 Streambed Alteration Agreement
- RWQCB NPDES Permit

PROJECT: CAJALCO ROAD INTERIM SAFETY
PROJECT

PARCEL: 0060-021A

APN: 318-120-030 (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 PARMJIT SINGH and JASWINDER KAUR, husband and wife as joint tenants, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located on the southwest corner of Cajalco Road and Day Street in the unincorporated community of Mead Valley, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of 1.95 acres of land is also known as Assessor's Parcel Number: 318-120-030 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a fee simple interest ("ROW"), for the purpose of constructing the Cajalco Road Interim Safety Project ("Project") as follows: a Grant Deed in favor of the County of Riverside referenced as Parcel 0060-021A and described on Attachment "2" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Temporary Construction Access Agreement to grant County the right to temporarily use portions of the Property, as described therein, for the construction of the Project; and

JAN 09 2018 3.7

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

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

6
7 **ARTICLE 1. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to
11 sell and convey to the County, and the County agrees to purchase from Grantor all of
12 the Right-of-Way Property described herein, under the terms and conditions set forth in
13 this Agreement. The full consideration for the Right-of-Way Property consists of the
14 purchase price amount for the real property interest to be acquired by the County
15 ("Purchase Price"). The Purchase Price in the amount of Three Thousand Five
16 Hundred Dollars (\$3,500.00) is to be distributed to Grantor in accordance with this
17 Agreement.

18 3. County Responsibilities:

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

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

3 B. Upon the opening of Escrow, the County shall deposit the
4 Consideration as follows:

5 i. Purchase Price. Deposit into Escrow the Purchase
6 Price in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) (the
7 "Deposit").

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

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

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

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

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

24 ii. The Grant Deed executed, acknowledged and delivered
25 to Stephi Villanueva, Supervising Real Property Agent for the County or to Escrow
26 Holder, substantially in the forms attached hereto as Attachment "3," (Deed) granting
27 the portion of the Property, subject to the following:

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

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

7 3. Easements or rights of way of record over said
8 land for public or quasi-public utility or public street purposes, if any;

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

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

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

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

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

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

25 4. Grantor Responsibilities.

26 A. Execute and acknowledge a Grant Deed in favor of the County
27 dated _____ identified as Parcel Number 0060-021A and deliver deed to Stephi
28 Villanueva, Supervising Real Property Agent for the 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.

1 **ARTICLE 2. MISCELLANEOUS**

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. This Agreement shall be governed by the laws of the State of California.
27 Any action at law or in equity brought by either of the Parties for the purpose of
28 enforcing a right or rights provided for by this Agreement shall be tried in a court of

1 competent jurisdiction in the County of Riverside, State of California, and the Parties
2 hereby waive all provisions of law providing for a change of venue in such proceedings
3 to any other county.

4 8. Grantor and its assigns and successors in interest shall be bound by all
5 the terms and conditions contained in this Agreement, and all the Parties thereto shall
6 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.

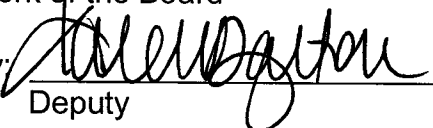
6
7 Dated: JAN 09 2018

8
9 COUNTY:


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

12 By: 
13 Chairman Chuck Washington
14 Board of Supervisors

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


18 By: 
Deputy

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

22 By: 
23 Elena Boeva
24 Deputy County Counsel

GRANTOR:

PARMJIT SINGH and JASWINDER
KAUR, husband and wife as joint
tenants

By:  9/22/2017
Parmjit Singh

By: 
Jaswinder Kaur

25
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27
28 SV:jb/041317/465TR/18.892

ATTACHMENT "1"
Assessor's Plat Map

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

FEB 17 2010

POR. N 1/2 SE 1/4 SEC. 10, T.4S., R.4W.

TRA. 098-044

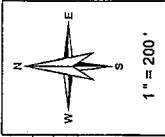
318-12
16-29-6

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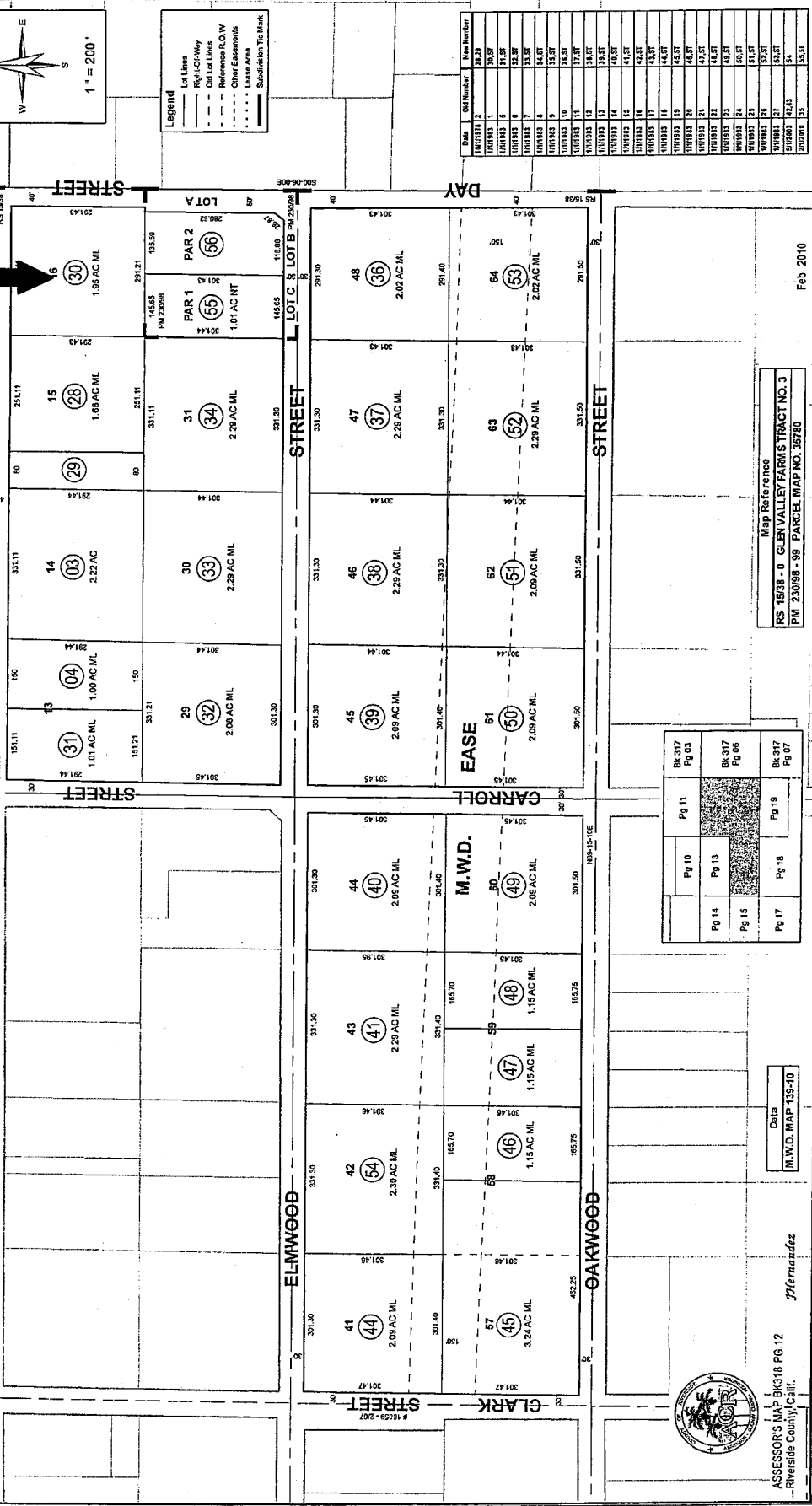
GAJALCO

ROAD

STREET



Legend
- Lot Lines
- Right-of-Way
- Easement
- Other Features
- Subdivision This Map



Map Reference
RS 1638 - 0 GLEN VALLEY FARMS TRACT NO. 3
PM 230/98 - 98 PARCEL MAP NO. 36780

DATA
M.W.D. MAP 135-10

J. Hernandez

ASSESSOR'S MAP BK318 PG.12
-Riverside County, Calif.



Date	Old Number	New Number
10/1/83	1	32.29
10/1/83	2	32.29
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10/1/83	62	32.29
10/1/83	63	32.29

ATTACHMENT "2"

Legal Description and Plat Map

1. A portion of APN: 318-120-030, Parcel 0060-021A in favor of the County

EXHIBIT "A"
LEGAL DESCRIPTION
0060-021A

THAT PORTION OF LOT 16 OF GLEN VALLEY FARMS TRACT NO. 3, ON FILE IN BOOK 15, PAGE 38, OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 10, ALSO BEING THE CENTERLINE INTERSECTION OF CAJALCO ROAD AND DAY STREET (UNNAMED ROAD EASEMENT) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH $00^{\circ}28'16''$ WEST, ALONG THE CENTERLINE OF SAID DAY STREET A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID CAJALCO ROAD;

THENCE SOUTH $89^{\circ}49'03''$ WEST, ALONG THE NORTH LINE OF SAID LOT 16 AND SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID DAY STREET, BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH $00^{\circ}28'16''$ WEST, ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 9.37 FEET;

THENCE NORTH $89^{\circ}31'44''$ WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH $44^{\circ}31'43''$ WEST, A DISTANCE OF 13.04 FEET TO SAID SOUTH RIGHT OF WAY LINE OF CAJALCO ROAD;

THENCE NORTH $89^{\circ}49'03''$ EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 13.22 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 80 SQUARE FEET, OR 0.002 ACRES MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0060-021A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY
DISTANCES SHOWN BY 1.000066792 TO OBTAIN GROUND DISTANCE.

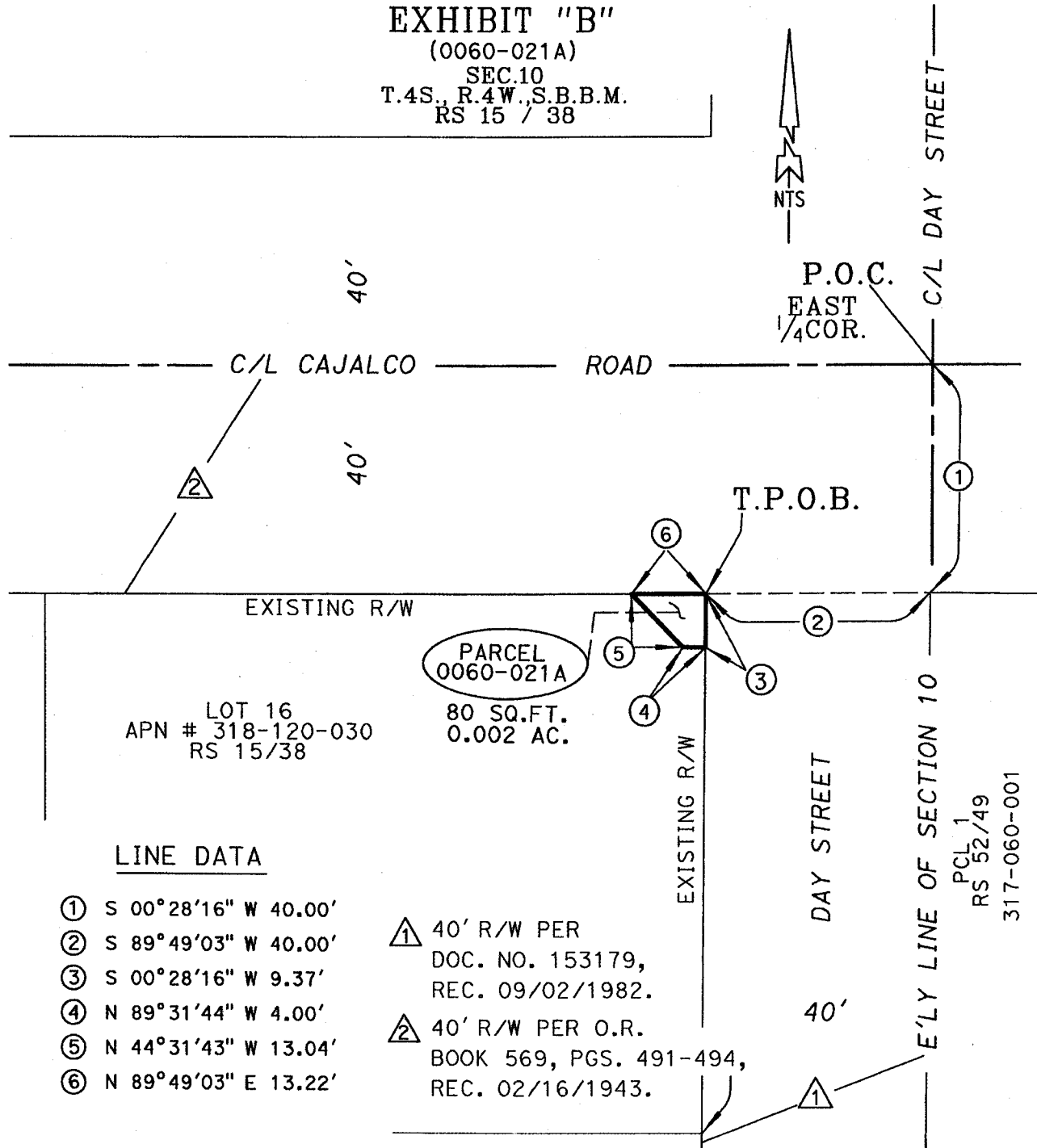
PREPARED UNDER MY SUPERVISION:

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

1-10-2017
DATED:



EXHIBIT "B"
(0060-021A)
SEC.10
T.4S., R.4W., S.B.B.M.
RS 15 / 38



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000066792

PCL No.: 0060-021A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C6-0060

PROJECT: CAJALCO ROAD

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: H.FINN

DATE: JANUARY, 2017

APPROVED BY:

DATE:

SHEET 1 OF 1



ATTACHMENT "3"

Deed Form

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Recorded at request of and return to:
Economic Development Agency
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:jb/022217/465TR/18.693

(Space above this line reserved for Recorder's use)

PROJECT: CAJALCO SAFETY PROJECT
PARCEL: 0060-021A
APN: 318-120-030 (portion)

GRANT DEED

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

PARMJIT SINGH and JASWINDER KAUR, husband and wife as joint tenants

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in 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: CAJALCO SAFETY PROJECT
PARCEL: 0060-021A
APN: 318-120-030 (portion)

Dated: _____

GRANTOR:

**PARMJIT SINGH and JASWINDER
KAUR, husband and wife as joint
tenants**

By: _____
Parmjit Singh

By: _____
Jaswinder Kaur

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

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

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from PARMJIT SINGH and JASWINDER KAUR, husband and wife as joint tenants, to the COUNTY OF RIVERSIDE, is hereby accepted 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 L. Romo, Director of Transportation

By: _____, Deputy

1 PROJECT: CAJALCO ROAD INTERIM SAFETY
2 PROJECT
3 PARCEL: 0060-021B
4 APN: 318-120-030 (PORTION)
5

6 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

7 This Temporary Construction Access Agreement ("Agreement") is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
9 ("County") and PARMJIT SINGH and JASWINDER KAUR, husband and wife as joint
10 tenants ("Grantor"). County and Grantor are sometimes collectively referred to as
11 "Parties."

12 The Effective Date is the date on which this Agreement is approved and fully
13 executed by County and Grantor as listed on the signature page of this Agreement;

14 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
15 and use the land of Grantor in the County of Riverside, State of California, described
16 as portion of Assessor's Parcel Number 318-120-030, highlighted on Attachment "1,"
17 attached hereto ("Property"), and made a part hereof, to use the portion of the property
18 for all purposes necessary to facilitate and accomplish the construction of the Cajalco
19 Road Safety Project ("Project").

20 2. AFFECTED PARCEL. The temporary construction access, used during
21 construction of the Project, referenced as Parcel No. 0060-021B consisting of
22 approximately 0.007 acres or 294 square feet as designated on Attachment "2,"
23 attached hereto, and made a part hereof ("TCA Area").

24 3. COMPENSATION. County shall pay to the order of Grantor the sum of
25 One Thousand Five Hundred Dollars (\$1,500.00) for the right to enter upon and use
26 the TCA Area in accordance with the terms hereof.

27 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written
28 notice shall be given to Grantor prior to the start of construction. The rights herein

1 granted may be exercised for thirty (30) months from the date the Agreement is signed
2 by the Parties.

3 5. EQUIPMENT. It is understood that the County may enter upon the TCA
4 Area where appropriate or designated for the purpose of getting equipment to and from
5 the TCA Area. County agrees not to damage the TCA Area in the process of
6 performing such activities.

7 6. REMOVAL OR DISPOSAL. Intentionally deleted.

8 7. GRANTOR'S USE OF CONTRACTORS. Intentionally deleted.

9 8. COUNTY TO PROTECT OR REPLACE. County agrees to replace in
10 kind the fencing on the northeast corner of the Property.

11 9. DEBRIS REMOVED. At the termination of the period of use of TCA Area
12 by County, but before its relinquishment to Grantor, debris generated by County's use
13 will be removed and the surface will be graded and left in a neat condition.

14 10. HOLD HARMLESS. Grantor shall be held harmless from all claims of
15 third persons arising from the County's use of the TCA Area permitted under this
16 Agreement; however, this hold harmless agreement does not extend to any liability
17 arising from or as a consequence of the presence of hazardous waste on the Property.

18 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
19 Property and that they have the right to grant County permission to enter upon and use
20 the Property.

21 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations
22 between the parties hereto. This Agreement is intended by the parties as a final
23 expression of their understanding with respect to the matters herein and is a complete
24 and exclusive statement of the terms and conditions thereof. This Agreement
25 supersedes any and all other prior agreements or understandings, oral or written, in
26 connection therewith. No provision contained herein shall be construed against the
27 County solely because it provided or prepared this Agreement.
28

1 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
2 modified, or amended except upon the written consent of the parties hereto.

3 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
4 interest, shall be bound by all the terms and conditions contained in this Agreement,
5 and all the parties thereto shall be jointly and severally liable thereunder.

6 15. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
7 subparagraphs herein are for the purpose of convenience and reference only, and shall
8 in no way limit, define or otherwise affect the provisions of this Agreement.

9 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by
10 the laws of the State of California. Any action at law or in equity brought by either of
11 the Parties hereto for the purpose of enforcing a right or rights providing for by this
12 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,
13 State of California, and the Parties hereby waive all provisions of law providing for a
14 change of venue in such proceedings to any other county.

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

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

6 Dated: JAN 09 2018

7
8 COUNTY:

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

11 By: Chuck Washington
12 Chairman Chuck Washington
13 Board of Supervisors

GRANTOR:

PARMJIT SINGH and JASWINDER
KAUR, husband and wife as joint
tenants

By: Parmjit Singh 9/22/2017
Parmjit Singh

By: Jaswinder Kaur
Jaswinder Kaur

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

17 By: Kellie Dizon
18 Deputy

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

21 By: Elena Boeva
22 Elena Boeva
23 Deputy County Counsel

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28 SV:jb/041317/465TR/18.893

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

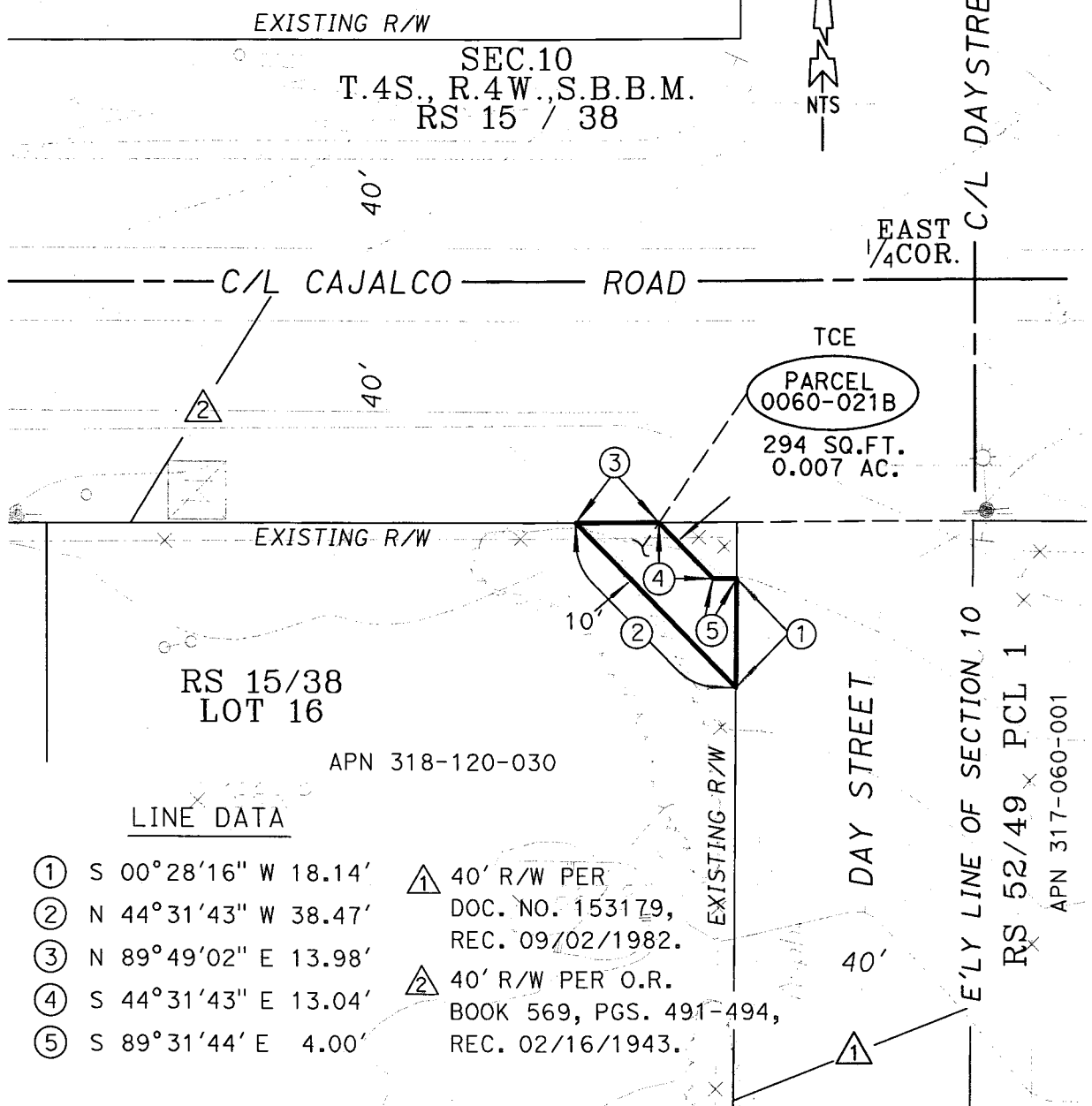
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ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAP

Parcel 0060-021B

1. A portion of Assessor's Parcel Number: 318-120-030 in favor of the County.

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
 (0060-021B)



LINE DATA

- ① S 00°28'16" W 18.14' ⚠ 40' R/W PER DOC. NO. 153179, REC. 09/02/1982.
- ② N 44°31'43" W 38.47'
- ③ N 89°49'02" E 13.98'
- ④ S 44°31'43" E 13.04' ⚠ 40' R/W PER O.R. BOOK 569, PGS. 491-494, REC. 02/16/1943.
- ⑤ S 89°31'44" E 4.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000066792

PCL No.: 0060-021B

WO No.: C6-0060

SCALE: NTS

PREPARED BY: JAL

DATE: JANUARY, 2016

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: CAJALCO ROAD

APPROVED BY:

DATE:

Edward D. Hunt 1-10-2017



PROJECT: CAJALCO ROAD INTERIM SAFETY
PROJECT

PARCEL: 0060-011A

APN: 318-090-030 (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 OSCAR GUTIERREZ, a married man as his sole and separate property ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

RECITALS

WHEREAS, Grantor owns that certain real property located on the north side of Cajalco Road, one parcel west of Clark Street in the unincorporated community of Mead Valley, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of .88 acres of land is also known as Assessor's Parcel Number: 318-090-030 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a fee simple interest ("ROW"), for the purpose of constructing the Cajalco Road Interim Safety Project ("Project") as follows: a Grant Deed in favor of the County of Riverside referenced as Parcel 0060-011A and described on Attachment "2" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Temporary Construction Access Agreement to grant County the right to temporarily use portions of the Property, as described therein, for the construction of the Project; and

JAN 09 2018 3.7

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

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

6
7 **ARTICLE 1. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to
11 sell and convey to the County, and the County agrees to purchase from Grantor all of
12 the Right-of-Way Property described herein, under the terms and conditions set forth in
13 this Agreement. The full consideration for the Right-of-Way Property consists of the
14 purchase price amount for the real property interest to be acquired by the County
15 ("Purchase Price"). The Purchase Price in the amount of Twenty Four Thousand
16 Dollars (\$24,000.00) is to be distributed to Grantor in accordance with this Agreement.

17 3. County Responsibilities:

18 A. Upon the mutual execution of this Agreement, County will open
19 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
20 Escrow Holder's request the Parties shall execute additional Escrow instructions as are
21 reasonably required to consummate the transaction contemplated by this Agreement
22 and are not inconsistent with this Agreement. In the event of any conflict between the
23 terms of this Agreement and any additional Escrow instructions, the terms of this
24 Agreement shall control. The Escrow Holder will hold all funds deposited by the
25 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
26 approved by County with interest accruing for the benefit of County. The Escrow
27 Account shall remain open until all charges due and payable have been paid and
28 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
4 Price in the amount of Twenty Four Thousand Dollars (\$24,000.00) (the "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
13 consistent with this Agreement as are reasonably required by Escrow Holder or
14 otherwise to close 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
19 for recordation in the Official Records of the County Recorder of Riverside County
20 ("Official Records") upon Close of Escrow:

21 ii. The Grant Deed executed, acknowledged and delivered
22 to Stephi Villanueva, Supervising Real Property Agent for the County or to Escrow
23 Holder, substantially in the forms attached hereto as Attachment "3," (Deed) granting
24 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:

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

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

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

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

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

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

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

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

G. Payment to the Grantor for Items 1-4 listed in Attachment "4" are included in the Purchase Price of this Agreement.

4. Grantor Responsibilities.

A. Execute and acknowledge a Grant Deed dated _____ identified as Parcel Number 0060-011A and deliver deed to Stephi Villanueva, Supervising Real Property Agent for the County or to the Escrow Holder.

1 B. Grantor shall retain the contractor(s) for Items 1-4 of Attachment
2 "4" and Grantor shall directly compensate each contractor for all costs, fees, and/or
3 expenses. The County is not responsible for any payment to the selected contractor(s)
4 and Grantor shall indemnify, defend, protect, and hold County, its officers, employees,
5 successors, and assigns free and harmless from and against any and all claims,
6 liabilities, penalties, forfeitures, losses or expenses, including without limitations,
7 attorney's fees, whatsoever arising from or cause in whole or in part, directly or
8 indirectly, by any actions of the said contractor(s).

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

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

8 E. Grantor acknowledges that any and all monies payable under this
9 Agreement, up to and including the total amount of unpaid principal and interest on the
10 note secured by Notice of Noncompliance recorded January 18, 2008 as Instrument
11 No. 2008-030019 Official Records of Riverside County, shall, upon demand, be made
12 payable to the beneficiary entitled thereunder; said beneficiary to provide a full
13 reconveyance as Assessor's Parcel Number 318-090-030, and to furnish Grantor with
14 good and sufficient receipt showing said moneys credited against the indebtedness
15 secured by said Notice of Noncompliance.

16 i. Grantor hereby authorizes and directs the disbursement of
17 funds which are demanded under the terms of said Code Enforcement Division Case
18 No. CV 07-10165.

19 F. Grantor acknowledges that any and all monies payable under this
20 Agreement, up to and including the total amount of unpaid principal and interest on the
21 Notice of Pendency of Administrative Proceedings recorded November 23, 2015 as
22 Instrument No. 2015-513633 Official Records of Riverside County, shall, upon
23 demand, be made payable to the beneficiary entitled thereunder; said beneficiary to
24 provide a full reconveyance as Assessor's Parcel Number 318-090-030, and to furnish
25 Grantor with good and sufficient receipt showing said moneys credited against the
26 indebtedness of the Notice of Pendency of Administrative Proceedings.

1 i. Grantor hereby authorizes and directs the disbursement of
2 funds which are demanded under the terms of said Notice of Administrative
3 Proceedings CV-1503224.

4 **ARTICLE 2. MISCELLANEOUS**

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

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

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

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

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

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

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

7 8. Grantor and its assigns and successors in interest shall be bound by all
8 the terms and conditions contained in this Agreement, and all the Parties thereto shall
9 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
7 Dated: JAN 09 2018


8
9 COUNTY:

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


GRANTOR:

OSCAR GUTIERREZ, a married man
as his sole and separate property


12
13 By: 
14 Chairman Chuck Washington
15 Board of Supervisors

By: 
Oscar Gutierrez

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

19 By: 
Deputy

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

23 By: 
24 Elena Boeva
25 Deputy County Counsel

26
27
28 JR:tg/080817/465TR/19.197

ATTACHMENT "1"
Assessor's Plat Map

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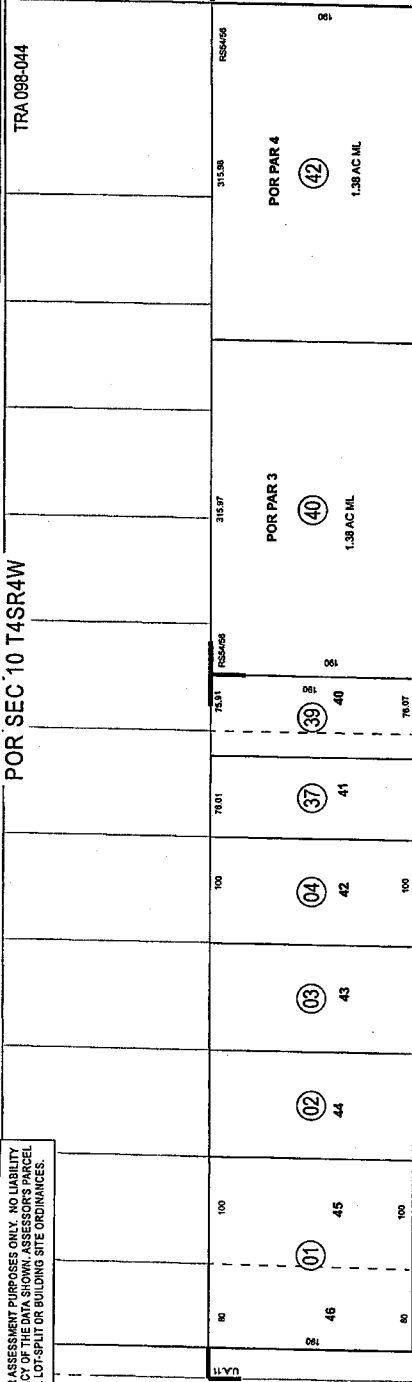
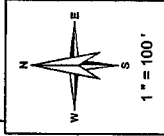
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

JUN 28 2009

POR SEC 10 T4SR4W

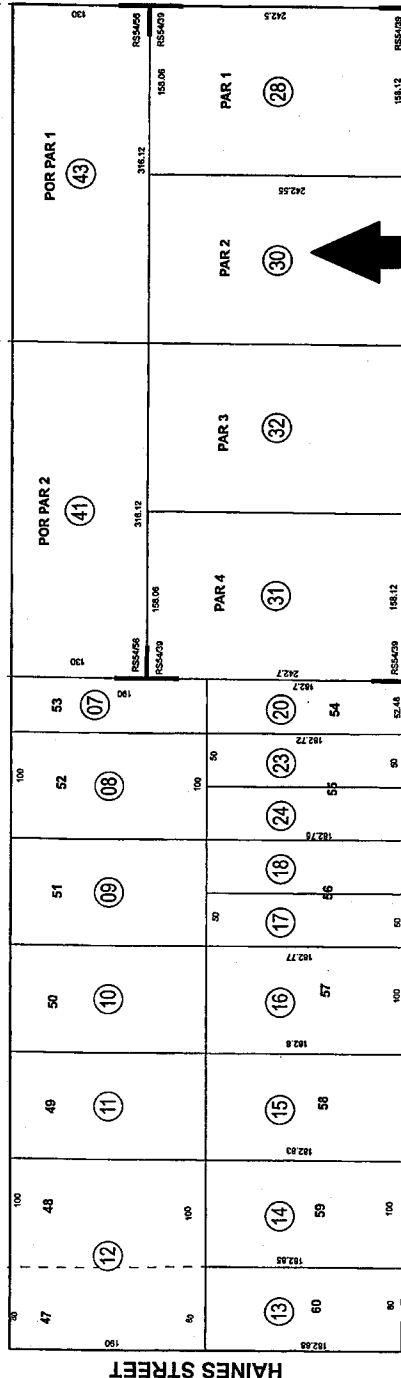
TRA 095-044

318-09



JOHNSON AVENUE

CLARK STREET



HAINES STREET


CAJALCO ROAD

U.A.11

MSB 145



ASSESSOR'S MAP B/C 318 PG.09
Riverside County, Calif.

Pg 07	Pg 08	Pg 09	Pg 10	Pg 13
			Pg 14	Pg 16

ATTACHMENT "2"

Legal Description and Plat Map

1. A portion of APN: 318-090-030, Parcel 0060-011A in favor of the County

EXHIBIT "A"
LEGAL DESCRIPTION
0060-011A

BEING A PORTION OF PARCEL 2 OF RECORD OF SURVEY, ON FILE IN BOOK 54, PAGE 39 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 WEST SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CAJALCO ROAD (40 FOOT NORTHERLY HALF WIDTH) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH $00^{\circ}36'56''$ EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 45.51 FEET, TO A POINT ON A LINE PARALLEL WITH AND DISTANT 85.50 FEET NORTHERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF CAJALCO ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH $89^{\circ}49'03''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 74.35 FEET;

THENCE NORTH $78^{\circ}14'20''$ EAST, A DISTANCE OF 85.68 FEET, TO THE EASTERLY LINE OF SAID PARCEL 2;

THENCE SOUTH $00^{\circ}36'24''$ WEST, ALONG SAID EASTERLY LINE OF PARCEL 2, A DISTANCE OF 62.71 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID CAJALCO ROAD;

THENCE SOUTH $89^{\circ}49'03''$ WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 158.05 FEET TO THE **POINT OF BEGINNING**;

PARCEL CONTAINS 7,911 SQUARE FEET, OR 0.182 ACRES MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0060-011A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY
DISTANCES SHOWN BY 1.000066792 TO OBTAIN GROUND DISTANCE.

PREPARED UNDER MY SUPERVISION:



DAVID L. MCMILLAN P.L.S. 8488

6-23-2017

DATED:



EXHIBIT "B"

(0060-011A)



SEC. 10
T.4S.,R.4W., S.B.B.M.

RS 54/39 PARCEL 2
APN 318-090-030
DEED
DOC. #2000-451729
REC. 11/13/2000

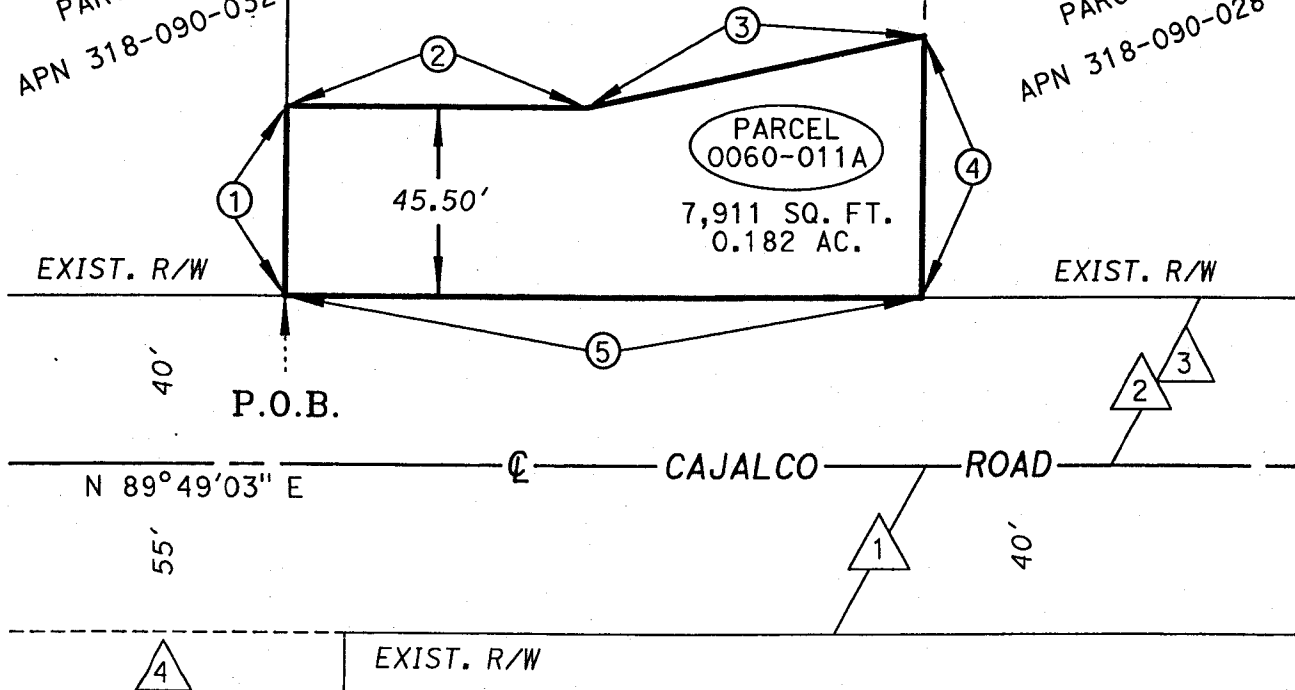
LINE DATA

- ① N 00°36'56" E 45.51'
- ② N 89°49'03" E 74.35'
- ③ N 78°14'20" E 85.68'
- ④ S 00°36'24" W 62.71'
- ⑤ S 89°49'03" W 158.05'

- ① 40' R/W PER O.R.
BOOK 569,
PGS. 491-494,
REC. 02/16/1943.
- ② 20' R/W PER O.R.
BOOK 510,
PGS. 230-231,
REC. 07/01/1941.
- ③ 20' R/W PER O.R.
BOOK 473,
PGS. 174-175,
REC. 08/06/1940.
- ④ 15' R/W PER
PARCEL MAP
NO. 10833,
PM 91/18

PARCEL 3
APN 318-090-032

PARCEL 1
APN 318-090-028



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000066792

PCL No.: 0060-011A

WO No.: C6-0060

SCALE: NTS

PREPARED BY: JAL

DATE: JUNE, 2017

SHEET 1 OF 1

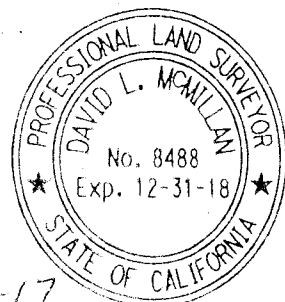
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: CAJALCO RD

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: 6-23-17



ATTACHMENT "3"

Deed Form

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ATTACHMENT "4"

Item	Description	Cost
1	1, 48" box Pepper tree	\$850
2	1, 15-gallon Rosemary bush	\$50
3	1, 24" box Pepper tree	\$250
4	1, 15-gallon Palm tree	\$50
	Total Landscape/Hardscape	\$1,200

PROJECT: CAJALCO ROAD INTERIM SAFETY
PROJECT

PARCEL: 0060-011B

APN: 318-090-030 (PORTION)

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and OSCAR GUTIERREZ, a married man as his sole and separate property ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

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;

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, described as portion of Assessor's Parcel Number 318-090-030, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, to use the portion of the property for all purposes necessary to facilitate and accomplish the construction of the Cajalco Road Safety Project ("Project").

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0060-011B consisting of approximately 0.018 acres or 800 square feet as designated on Attachment "2," attached hereto, and made a part hereof ("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of One Thousand Dollars (\$1,000.00) for the right to enter upon and use the TCA Area in accordance with the terms hereof.

4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written notice shall be given to Grantor prior to the start of construction. The rights herein granted may be exercised for thirty (30) months from the date the Agreement is signed

1 by the Parties.

2 5. EQUIPMENT. It is understood that the County may enter upon the TCA
3 Area where appropriate or designated for the purpose of getting equipment to and from
4 the TCA Area. County agrees not to damage the TCA Area in the process of
5 performing such activities.

6 6. REMOVAL OR DISPOSAL. Intentionally deleted.

7 7. GRANTOR'S USE OF CONTRACTORS. Intentionally deleted.

8 8. COUNTY TO PROTECT OR REPLACE. County, at its sole cost, will
9 replace the fencing in the TCA Area in like kind.

10 9. DEBRIS REMOVED. At the termination of the period of use of TCA Area
11 by County, but before its relinquishment to Grantor, debris generated by County's use
12 will be removed and the surface will be graded and left in a neat condition.

13 10. HOLD HARMLESS. Grantor shall be held harmless from all claims of
14 third persons arising from the County's use of the TCA Area permitted under this
15 Agreement; however, this hold harmless agreement does not extend to any liability
16 arising from or as a consequence of the presence of hazardous waste on the Property.

17 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
18 Property and that they have the right to grant County permission to enter upon and use
19 the Property.

20 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations
21 between the parties hereto. This Agreement is intended by the parties as a final
22 expression of their understanding with respect to the matters herein and is a complete
23 and exclusive statement of the terms and conditions thereof. This Agreement
24 supersedes any and all other prior agreements or understandings, oral or written, in
25 connection therewith. No provision contained herein shall be construed against the
26 County solely because it provided or prepared this Agreement.

27 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
28 modified, or amended except upon the written consent of the parties hereto.

1 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
2 interest, shall be bound by all the terms and conditions contained in this Agreement,
3 and all the parties thereto shall be jointly and severally liable thereunder.

4 15. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
5 subparagraphs herein are for the purpose of convenience and reference only, and shall
6 in no way limit, define or otherwise affect the provisions of this Agreement.

7 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by
8 the laws of the State of California. Any action at law or in equity brought by either of
9 the Parties hereto for the purpose of enforcing a right or rights providing for by this
10 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,
11 State of California, and the Parties hereby waive all provisions of law providing for a
12 change of venue in such proceedings to any other county.

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17. COUNTERPARTS. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

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

Dated: JAN 09 2018

COUNTY:

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

GRANTOR:

OSCAR GUTIERREZ, a married man as his sole and separate property

By:


Chairman Chuck Washington
Board of Supervisors

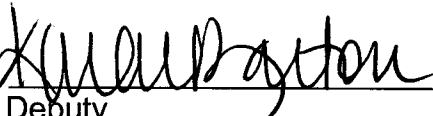
By:


Oscar Gutierrez

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

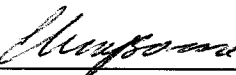
By:


Deputy

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By:


Elena Boeva
Deputy County Counsel

JR:tg/080817/465TR/19.198

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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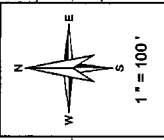
318-09

TRA 085-044

POR SEC 10 T4SR4W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA OR THE RESULTS THEREOF. IT MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

JUN 23 2009

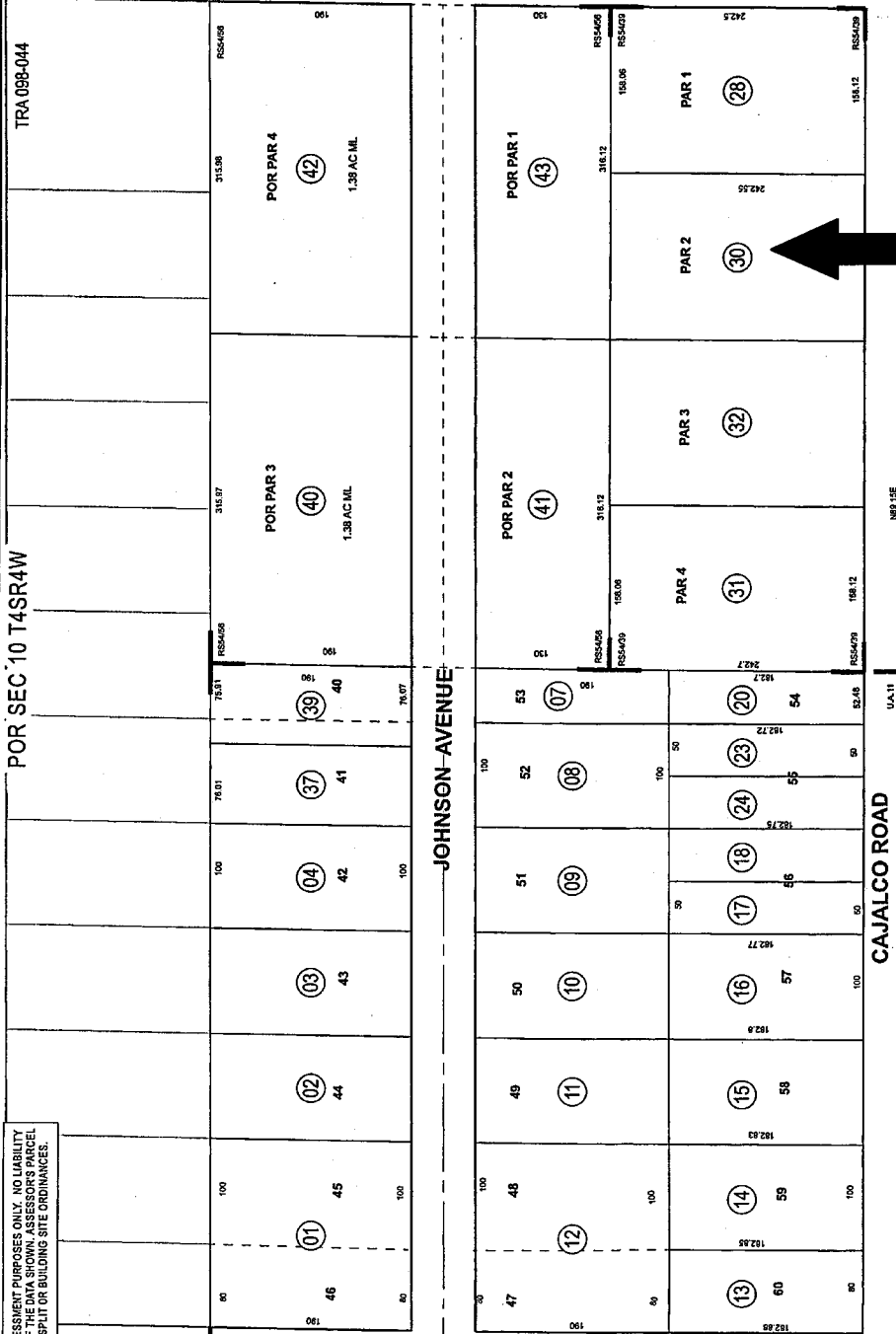


CLARK STREET

JOHNSON AVENUE

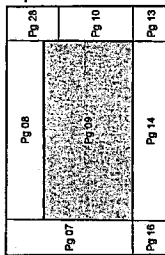
CAJALCO ROAD

HAINES STREET



Date	Roll Number	Page Number
10/1/1977	18	33, 34
10/1/1977	31	37, 38
10/1/1977	37	39, 40
11/1/1977	24	31, 32
10/1/1977	25	33, 34
10/1/1977	26	35, 36
10/1/1977	27	37, 38
10/1/1977	28	39, 40
10/1/1977	29	41, 42
10/1/1977	30	43, 44
10/1/1977	31	45, 46
10/1/1977	32	47, 48
10/1/1977	33	49, 50
10/1/1977	34	51, 52
10/1/1977	35	53, 54
10/1/1977	36	55, 56
10/1/1977	37	57, 58

MB 15/1 88 UPTON ACRES NO 11
RS 85/1 56 RECORD OF SURVEY
RS 54/1 39 RECORD OF SURVEY



ASSESSOR'S MAP BK318 PG.08
Riverside County, Calif.

M. HILLIG

April 2009

ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAP

Parcel 0060-011B

1. A portion of Assessor's Parcel Numbers: 318-090-030 in favor of the County.

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
(0060-011B)

SEC.10
T.4S., R.4W., S.B.B.M.
RS 54/39
PARCEL 2

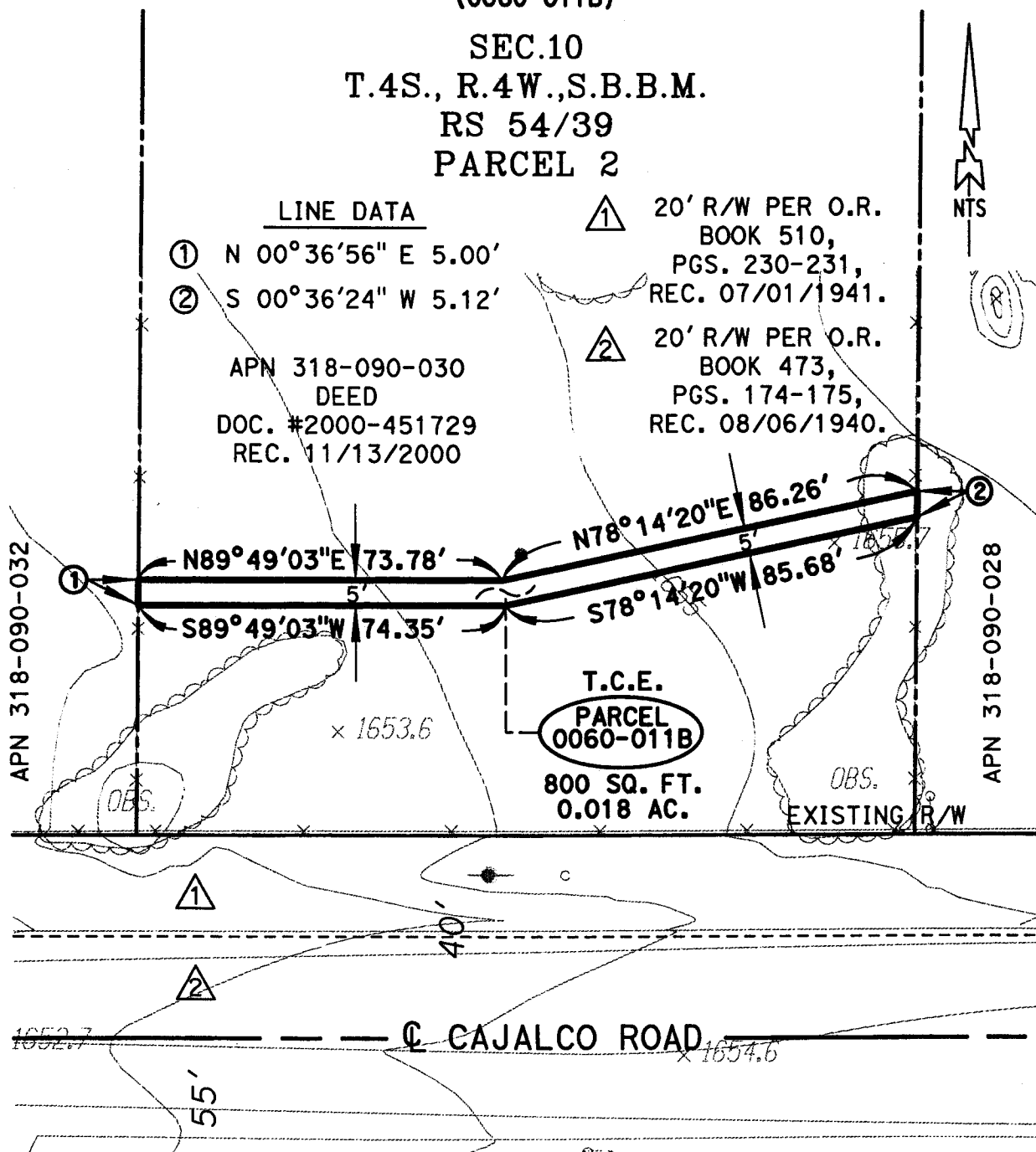
LINE DATA

- ① N 00°36'56" E 5.00'
- ② S 00°36'24" W 5.12'

APN 318-090-030
DEED
DOC. #2000-451729
REC. 11/13/2000

① 20' R/W PER O.R.
BOOK 510,
PGS. 230-231,
REC. 07/01/1941.

② 20' R/W PER O.R.
BOOK 473,
PGS. 174-175,
REC. 08/06/1940.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000066792

PCL No.: 0060-011B

WO No.: C6-0060

SCALE: NTS

PREPARED BY: JAM

DATE: JUNE, 2017

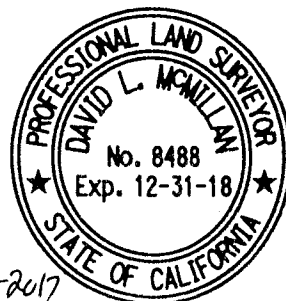
SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: CAJALCO ROAD

APPROVED BY: *[Signature]*

DATE: 6-26-2017



PROJECT: CAJALCO ROAD INTERIM SAFETY
PROJECT

PARCEL: 0060-022A

APN: 317-060-001 (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 SERAFIN ALEMAN, a married man as his sole and separate property, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located on the southwest corner of Cajalco Road and Day Street in the unincorporated community of Mead Valley, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of 1.07 acres of land is also known as Assessor's Parcel Number: 317-060-001 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a fee simple interest ("ROW"), for the purpose of constructing the Cajalco Road Interim Safety Project ("Project") as follows: a Grant Deed in favor of the County of Riverside referenced as Parcel 0060-022A and described on Attachment "2" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Temporary Construction Access Agreement to grant County the right to temporarily use portions of the Property, as described therein, for the construction of the Project; and

JAN 09 2018 3.7

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

4 NOW, THEREFORE, in consideration of the payment and other obligations set
5 forth below, Grantor and County mutually agree as follows:
6

7 **ARTICLE 1. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to
11 sell and convey to the County, and the County agrees to purchase from Grantor all of
12 the Right-of-Way Property described herein, under the terms and conditions set forth in
13 this Agreement. The full consideration for the Right-of-Way Property consists of the
14 purchase price amount for the real property interest to be acquired by the County
15 ("Purchase Price"). The Purchase Price in the amount of Three Thousand Seventy-
16 Four Dollars (\$3,074.00) is to be distributed to Grantor in accordance with this
17 Agreement.

18 3. County Responsibilities:

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

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

3 B. Upon the opening of Escrow, the County shall deposit the
4 Consideration as follows:

5 i. Purchase Price. Deposit into Escrow the Purchase
6 Price in the amount of Three Thousand Seventy-Four Dollars (\$3,074.00) (the
7 "Deposit").

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

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

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

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

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

24 ii. The Grant Deed executed, acknowledged and delivered
25 to Stephi Villanueva, Supervising Real Property Agent for the County or to Escrow
26 Holder, substantially in the forms attached hereto as Attachment "3," (Deed) granting
27 the portion of the Property, subject to the following:

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

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

7 3. Easements or rights of way of record over said
8 land for public or quasi-public utility or public street purposes, if any;

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

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

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

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

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

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

25 4. Grantor Responsibilities.

26 A. Execute and acknowledge a Grant Deed in favor of the County
27 dated _____ identified as Parcel Number 0060-022A and deliver deed to Stephi
28 Villanueva, Supervising Real Property Agent for the 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.

1 D. Grantor acknowledges that any and all monies payable under this
2 Agreement, up to and including the total amount of unpaid principal and interest on the
3 note secured by Deed of Trust recorded November 9, 2004 as Instrument No. 2004-
4 891158 Official Records of Riverside County, shall, upon demand, be made payable to
5 the beneficiary entitled thereunder; said beneficiary to provide a partial reconveyance
6 as Assessor's Parcel Number 317-060-001, and to furnish Grantor with good and
7 sufficient receipt showing said moneys credited against the indebtedness secured by
8 said Deed of Trust.

9 i. Grantor hereby authorizes and directs the disbursement of
10 funds which are demanded under the terms of said Deed of Trust.

11 E. Grantor acknowledges that any and all monies payable under this
12 Agreement, up to and including the total amount of unpaid principal and interest on the
13 Notice of Noncompliance recorded July 25, 2008 as Instrument No. 2008-404028
14 Official Records of Riverside County, shall, upon demand, be made payable to the
15 beneficiary entitled thereunder; said beneficiary to provide a full reconveyance as
16 Assessor's Parcel Number 317-060-001, and to furnish Grantor with good and
17 sufficient receipt showing said moneys credited against the indebtedness of the Notice
18 of Noncompliance.

19 i. Grantor hereby authorizes and directs the disbursement of
20 funds which are demanded under the terms of said Notice of Noncompliance.

21 F. Grantor acknowledges that any and all monies payable under this
22 Agreement, up to and including the total amount of unpaid principal and interest on the
23 Abatement Costs recorded November 21, 2011 as Instrument No. 2011-516724
24 Official Records of Riverside County, shall, upon demand, be made payable to the
25 beneficiary entitled thereunder; said beneficiary to provide a full reconveyance as
26 Assessor's Parcel Number 317-060-001, and to furnish Grantor with good and
27 sufficient receipt showing said moneys credited against the indebtedness of the
28 Abatement Costs.

1 i. Grantor hereby authorizes and directs the disbursement of
2 funds which are demanded under the terms of said Abatement Costs.

3 **ARTICLE 2. MISCELLANEOUS**

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

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

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

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

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

22 6. This Agreement is the result of negotiations between the Parties and is
23 intended by the Parties to be a final expression of their understanding with respect to
24 the matters herein contained. This Agreement supersedes any and all other prior
25 agreements and understandings, oral or written, in connection therewith. No provision
26 contained herein shall be construed against the County solely because it prepared this
27 Agreement in its executed form.
28

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

7 8. Grantor and its assigns and successors in interest shall be bound by all
8 the terms and conditions contained in this Agreement, and all the Parties thereto shall
9 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
7 Dated: JAN 09 2018

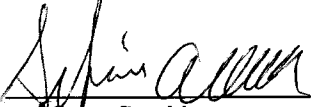
8
9 COUNTY:

GRANTOR:

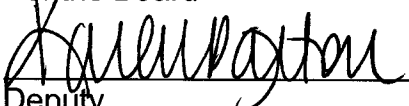
10 COUNTY OF RIVERSIDE, a political
11 subdivision of the State of California

SERAFIN ALEMAN, a married man
as his sole and separate property

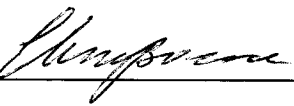
12 By: 
13 Chairman Chuck Washington
Board of Supervisors

By: 
Serafin Aleman

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

17 By: 
Deputy

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

21 By: 
22 Deputy County Counsel
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27 SV:jb/041317/465TR/18.889
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ATTACHMENT "1"
Assessor's Plat Map

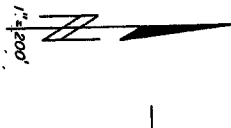
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317-06 T.R.A. 099-110
039-047

N1/2 SW1/4 SEC. 11, T. 4S, R. 4W.

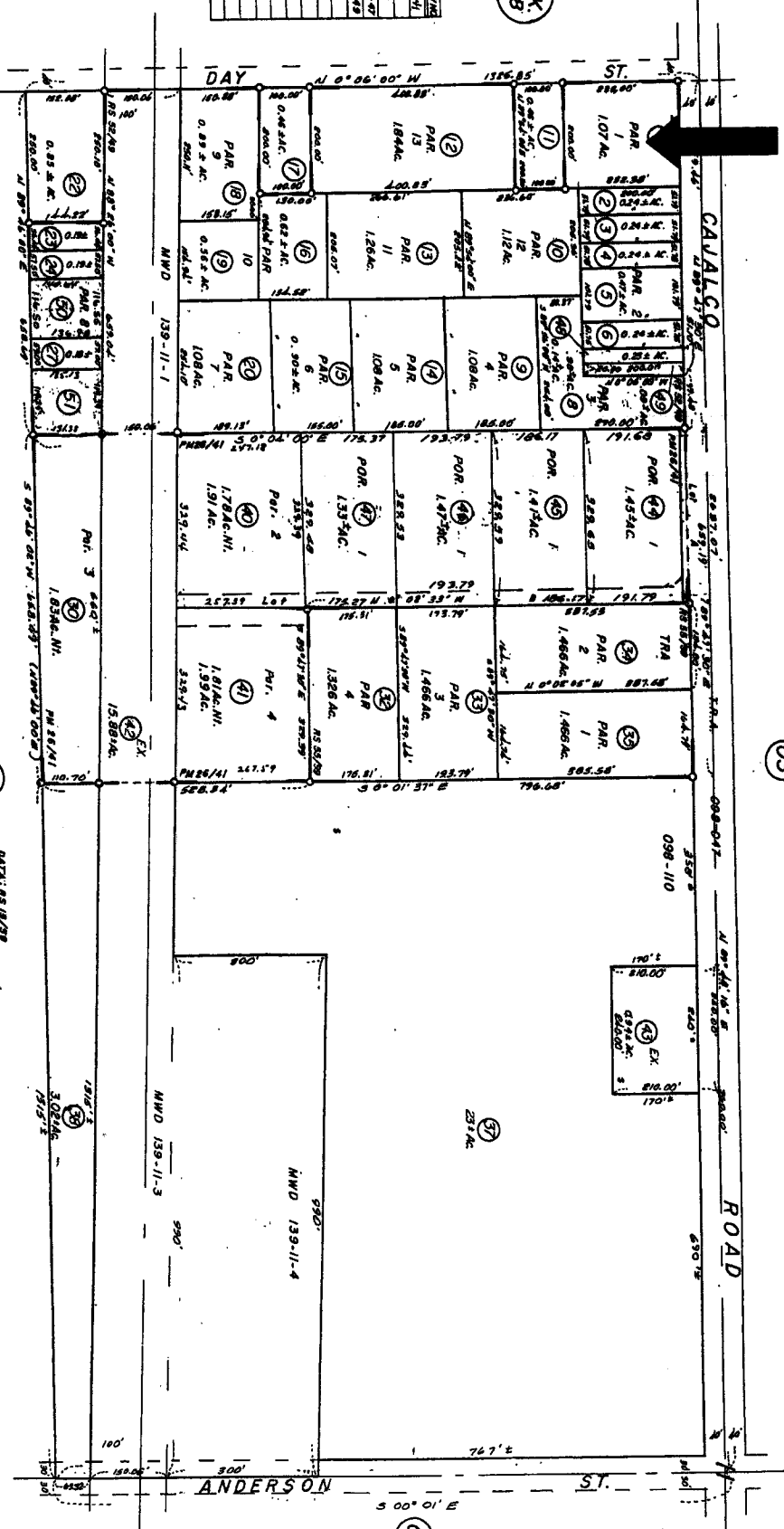
MAR 17 2006

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY AND CANNOT BE ASSURED FOR ACCURACY OF THE LAND BEING ASSESSED. LAND OWNERS ARE ADVISED TO CHECK WITH LOCAL OFFICIALS FOR BUILDING SITE CONFORMANCE.



BK 318

DATE	OLD NO.	NEW NO.
3/17	31	317-06
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3/17	90	100



RS 52/49
RS 55/99
PM 26/41-Parcel Map 7373

JUNE 1971

DATA: NS 18/98
NS 51/98
NS 108/98
NS 110/98-03

ASSESSOR'S MAP BK 317 PG. 06
RIVERSIDE COUNTY, CALIF.

ATTACHMENT "2"

Legal Description and Plat Map

1. A portion of APN: 317-060-001, Parcel 0060-022A in favor of the County

EXHIBIT "A"
LEGAL DESCRIPTION
0060-022A

THAT PORTION OF PARCEL 1 OF RECORD OF SURVEY, ON FILE IN BOOK 52, PAGE 49, OF RECORD OF SURVEYS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 11, ALSO BEING THE INTERSECTION OF THE CENTERLINE OF CAJALCO ROAD AND THE EAST LINE OF DAY STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH $00^{\circ}28'16''$ WEST, ALONG SAID EAST LINE OF DAY STREET A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID CAJALCO ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH $89^{\circ}38'14''$ EAST, ALONG THE NORTH LINE OF SAID PARCEL 1 AND SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 16.53 FEET;

THENCE SOUTH $46^{\circ}01'00''$ WEST A DISTANCE OF 12.36 FEET;

THENCE NORTH $89^{\circ}31'44''$ WEST, A DISTANCE OF 7.71 FEET TO SAID EAST LINE OF DAY STREET;

THENCE NORTH $0^{\circ}28'16''$ EAST, ALONG SAID EAST LINE A DISTANCE OF 8.63 FEET TO **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 105 SQUARE FEET, 0.002 ACRES MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0060-022A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY
DISTANCES SHOWN BY 1.000066792 TO OBTAIN GROUND DISTANCE.

PREPARED UNDER MY SUPERVISION:

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

1-10-2017
DATED:



P.O.C.
W¹/₄ SEC COR
SEC 11.

EXHIBIT "B"
(0060-022A)

CAJALCO ROAD

T.P.O.B.

PARCEL
0060-022A

105 SQ.FT.
0.002 AC.

EXISTING R/W

LINE DATA

- ① S 0°28'16" W 40.00'
- ② S 89°38'14" E 16.53'
- ③ S 46°01'00" W 12.36'
- ④ N 89°31'44" W 7.71'
- ⑤ N 0°28'16" E 8.63'

△ 40' R/W PER O.R.
BOOK 423, PGS. 168
REC. 06/20/1939

△ 40' R/W PER O.R.
DOC. NO. 153179
REC. 09/02/1982

RS 52/49 PARCEL 1
APN 317-060-001

SEC. 10 & 11
T.4S., R.4W., S.B.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED
BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000066792

PCL No.: 0060-022A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C6-0060

PROJECT: CAJALCO ROAD

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: JAM

DATE: JANUARY, 2017

APPROVED BY:

DATE: 1-10-2017

SHEET 1 OF 1



ATTACHMENT "3"

Deed Form

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Recorded at request of and return to:
Economic Development Agency
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:jb/022217/465TR/18.694

(Space above this line reserved for Recorder's use)

PROJECT: CAJALCO SAFETY PROJECT
PARCEL: 0060-022A
APN: 317-060-001 (portion)

GRANT DEED

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

SERAFIN ALEMAN, a married man as his sole and separate property

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in 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: CAJALCO SAFETY PROJECT
PARCEL: 0060-022A
APN: 317-060-001 (portion)

Dated: _____

GRANTOR:

**SERAFIN ALEMAN, a married man as
his sole and separate property**

By: _____
Serafin Aleman

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

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from SERAFIN ALEMAN, a married man as his sole separate property, to the COUNTY OF RIVERSIDE, is hereby accepted 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 L. Romo, Director of Transportation

By: _____, Deputy

1 PROJECT: CAJALCO ROAD INTERIM SAFETY
2 PROJECT
3 PARCEL: 0060-022B
4 APN: 317-060-001 (PORTION)
5

6 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

7 This Temporary Construction Access Agreement ("Agreement") is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
9 ("County") and SERAFIN ALEMAN, a married man as his sole and separate property
10 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

11 The Effective Date is the date on which this Agreement is approved and fully
12 executed by County and Grantor as listed on the signature page of this Agreement;

13 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
14 and use the land of Grantor in the County of Riverside, State of California, described
15 as portion of Assessor's Parcel Number 317-060-001, highlighted on Attachment "1,"
16 attached hereto ("Property"), and made a part hereof, to use the portion of the property
17 for all purposes necessary to facilitate and accomplish the construction of the Cajalco
18 Road Safety Project ("Project").

19 2. AFFECTED PARCEL. The temporary construction access, used during
20 construction of the Project, referenced as Parcel No. 0060-022B consisting of
21 approximately 0.023 acres or 990 square feet as designated on Attachment "2,"
22 attached hereto, and made a part hereof ("TCA Area").

23 3. COMPENSATION. County shall pay to the order of Grantor the sum of
24 Nine Hundred Twenty-Six Dollars (\$926.00) for the right to enter upon and use the
25 TCA Area in accordance with the terms hereof.

26 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written
27 notice shall be given to Grantor prior to the start of construction. The rights herein
28 granted may be exercised for thirty (30) months from the date the Agreement is signed

1 by the Parties.

2 5. EQUIPMENT. It is understood that the County may enter upon the TCA
3 Area where appropriate or designated for the purpose of getting equipment to and from
4 the TCA Area. County agrees not to damage the TCA Area in the process of
5 performing such activities.

6 6. REMOVAL OR DISPOSAL. Intentionally deleted.

7 7. GRANTOR'S USE OF CONTRACTORS. Intentionally deleted.

8 8. COUNTY TO PROTECT OR REPLACE. County agrees to replace in
9 kind the fencing on the northwest corner of the Property.

10 9. DEBRIS REMOVED. At the termination of the period of use of TCA Area
11 by County, but before its relinquishment to Grantor, debris generated by County's use
12 will be removed and the surface will be graded and left in a neat condition.

13 10. HOLD HARMLESS. Grantor shall be held harmless from all claims of
14 third persons arising from the County's use of the TCA Area permitted under this
15 Agreement; however, this hold harmless agreement does not extend to any liability
16 arising from or as a consequence of the presence of hazardous waste on the Property.

17 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
18 Property and that they have the right to grant County permission to enter upon and use
19 the Property.

20 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations
21 between the parties hereto. This Agreement is intended by the parties as a final
22 expression of their understanding with respect to the matters herein and is a complete
23 and exclusive statement of the terms and conditions thereof. This Agreement
24 supersedes any and all other prior agreements or understandings, oral or written, in
25 connection therewith. No provision contained herein shall be construed against the
26 County solely because it provided or prepared this Agreement.

27 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
28 modified, or amended except upon the written consent of the parties hereto.

1 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
2 interest, shall be bound by all the terms and conditions contained in this Agreement,
3 and all the parties thereto shall be jointly and severally liable thereunder.

4 15. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
5 subparagraphs herein are for the purpose of convenience and reference only, and shall
6 in no way limit, define or otherwise affect the provisions of this Agreement.

7 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by
8 the laws of the State of California. Any action at law or in equity brought by either of
9 the Parties hereto for the purpose of enforcing a right or rights providing for by this
10 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,
11 State of California, and the Parties hereby waive all provisions of law providing for a
12 change of venue in such proceedings to any other county.

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

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

6 Dated: JAN 09 2018

7
8 COUNTY:

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

11 By: 

12 Chairman Chuck Washington
Board of Supervisors

GRANTOR:

SERAFIN ALEMAN, a married man
as his sole and separate property

By: 

Serafin Aleman

13 ATTEST:

14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: 

17 Deputy

18 APPROVED AS TO FORM:

19 Gregory P. Priamos, County Counsel

20 By: 

21 Deputy County Counsel

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28 SV:jb/041317/465TR/18.890

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

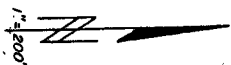
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16-29
317-06 T.R.A. 898-110
898-047

N1/2 SW1/4 SEC. 11, T. 4S, R. 4W.

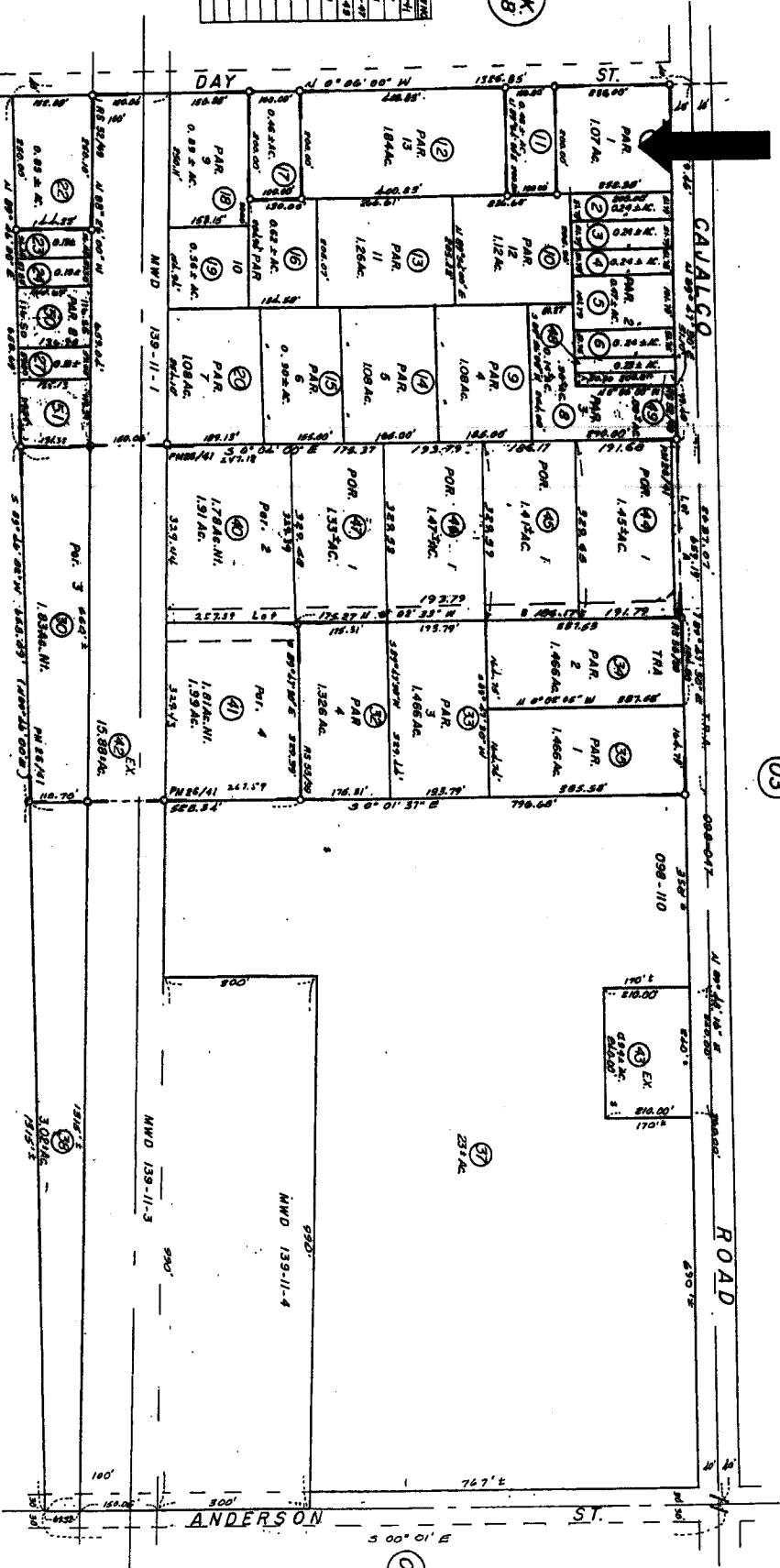
MAR 17 2006

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES. ONLY NOT A MAP
IS ASSURED FOR ACCURACY OF THE DATA SHOWN. ASSESSORS OFFICE
MAY NOT CORRECT WITH LOCAL INFORMATION ON BUILDING SITE OR OWNERS.



BK.
318

DATE	QUANTITY	REMARKS
5/17	31	31-4
5/17	80	42
5/17	80	42
5/17	31	42-47
5/17	7	42-48
5/17	20	50
5/17	20	51



RS 52/49
RS 53/99
PM 26/41-Parcel Map 7373

JUNE 1971

DATE: 02/07/06
RS 51/25
RS 52/49
RS 53/99
RS 11/28-03

ASSESSOR'S MAP BK. 317 PG. 06
RIVERSIDE COUNTY, CALIF. REC. 5.

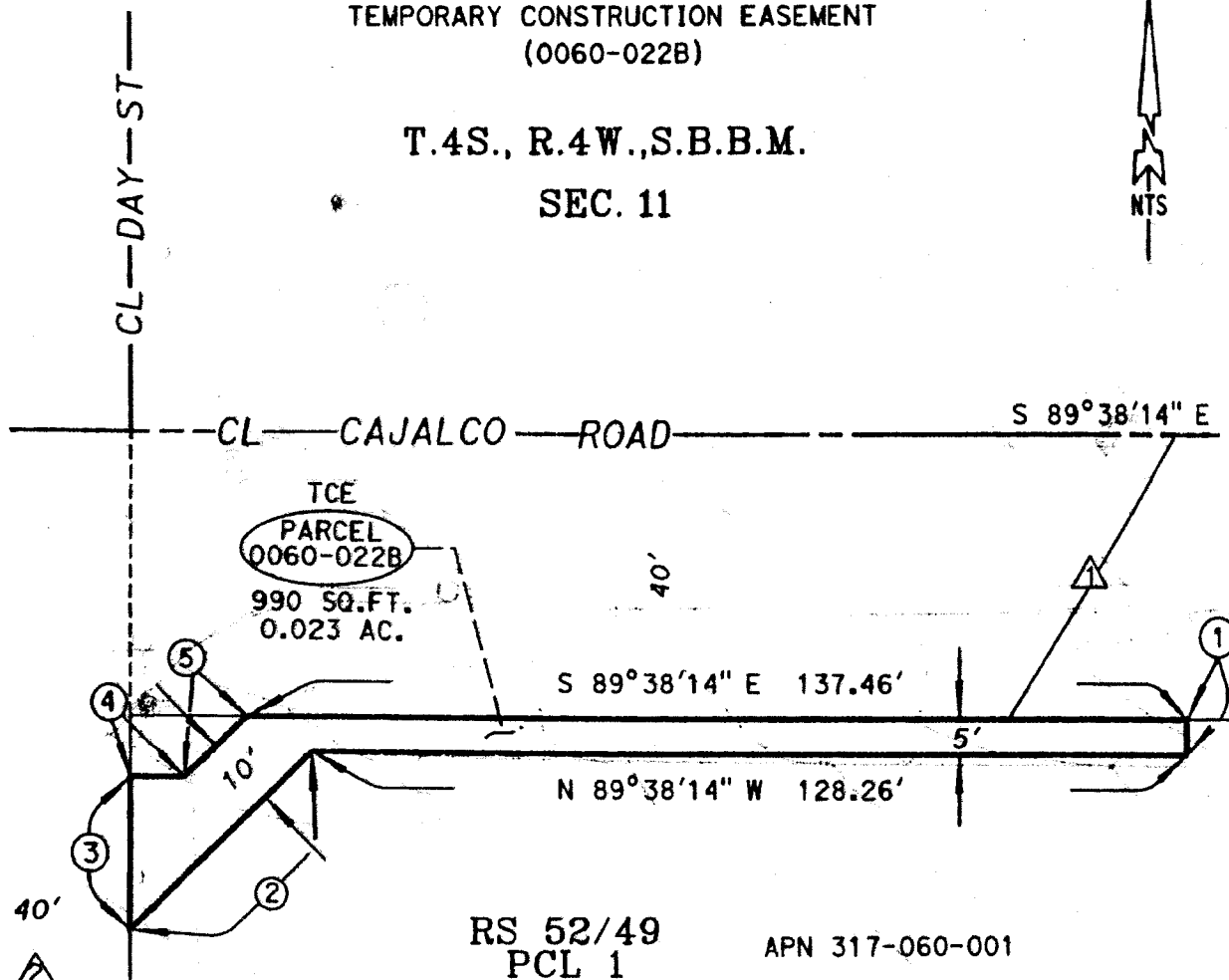
ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAP

Parcel 0060-022B

1. A portion of Assessor's Parcel Number: 317-060-001 in favor of the County.

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
 (0060-022B)

T.4S., R.4W., S.B.B.M.
SEC. 11



RS 52/49
PCL 1

APN 317-060-001

LINE DATA

△ 40' R/W PER O.R.
 BOOK 423, PGS. 168,
 REC. 06/20/1939.

△ R/W PER
 DOC. NO. 153179,
 REC. 09/02/1982.

- ① S 00°21'46" W 5.00'
- ② S 46°01'00" W 36.05'
- ③ N 00°28'16" E 21.57'
- ④ S 89°31'44" E 7.71'
- ⑤ N 46°01'00" E 12.36'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000066792

PCL No.: 0060-022B

WO No.: C8-0060

SCALE: NTS

PREPARED BY: JAL

DATE: JANUARY, 2017

SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
 SURVEY DIVISION

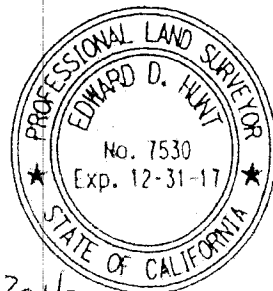
PROJECT: CAJALCO ROAD

APPROVED BY:

Edward D. Hunt

DATE:

1-10-2016



PROJECT: CAJALCO ROAD INTERIM SAFETY
PROJECT

PARCEL: 0060-010A

APN: 318-140-005 (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 MARGARET BROOKS and THERMAN HENDERSON, Successor Co-Trustees of the Henry and Druesilla Artis Family Trust dated June 13, 1996 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located on the south side of Cajalco Road, 5 parcels west of Clark Street in the unincorporated community of Mead Valley, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real properties consisting of 1.11 acres of land is also known as Assessor's Parcel Number: 318-140-005 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a fee simple interest ("ROW"), for the purpose of constructing the Cajalco Road Interim Safety Project ("Project") as follows: a Grant Deed in favor of the County of Riverside referenced as Parcel 0060-010A and described on Attachment "2" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Temporary Construction Access Agreement to grant County the right to temporarily use portions of the Property, as described therein, for the construction of the Project; and

JAN 09 2018

3.7

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

4 NOW, THEREFORE, in consideration of the payment and other obligations set
5 forth below, Grantor and County mutually agree as follows:
6

7 **ARTICLE 1. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to
11 sell and convey to the County, and the County agrees to purchase from Grantor all of
12 the Right-of-Way Property described herein, under the terms and conditions set forth in
13 this Agreement. The full consideration for the Right-of-Way Property consists of the
14 purchase price amount for the real property interest to be acquired by the County
15 ("Purchase Price"). The Purchase Price in the amount of Three Thousand Eight
16 Hundred Seven Dollars (\$3,807.00) is to be distributed to Grantor in accordance with
17 this Agreement.

18 3. County Responsibilities:

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

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

3 B. Upon the opening of Escrow, the County shall deposit the
4 Consideration as follows:

5 i. Purchase Price. Deposit into Escrow the Purchase
6 Price in the amount of Three Thousand Eight Hundred Seven Dollars (\$3,807.00) (the
7 "Deposit").

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

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

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

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

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

24 ii. The Grant Deed executed, acknowledged and delivered
25 to Stephi Villanueva, Supervising Real Property Agent for the County or to Escrow
26 Holder, substantially in the forms attached hereto as Attachment "3," (Deed) granting
27 the portion of the Property, subject to the following:
28

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

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

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

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

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

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

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

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

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

4. Grantor Responsibilities.

A. Execute and acknowledge a Grant Deed dated _____ identified as Parcel Number 0060-010A and deliver deed to Stephi Villanueva, Supervising Real Property Agent for the 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.

1 **ARTICLE 2. MISCELLANEOUS**

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. This Agreement shall be governed by the laws of the State of California.
27 Any action at law or in equity brought by either of the Parties for the purpose of
28 enforcing a right or rights provided for by this Agreement shall be tried in a court of

1 competent jurisdiction in the County of Riverside, State of California, and the Parties
2 hereby waive all provisions of law providing for a change of venue in such proceedings
3 to any other county.

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

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

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

6
7 Dated: JAN 09 2018

8
9 COUNTY:

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

GRANTOR:

MARGARET BROOKS and THERMAN
HENDERSON, Successor Co-Trustees
of the Henry and Druesilla Artis Family
Trust dated June 13, 1996

12
13 By: Chuck Washington
14 Chairman
15 Board of Supervisors

By: Margaret Brooks
Margaret Brooks,
Successor Co-Trustee

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

By: Therman Henderson
Therman Henderson,
Successor Co-Trustee

19 By: Kecia Harper-Ihem
20 Deputy

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

24 By: Elena Boeva
25 Elena Boeva
26 Deputy County Counsel

27
28 SV:ra/080717/465TR/19.189

ATTACHMENT "1"
Assessor's Plat Map

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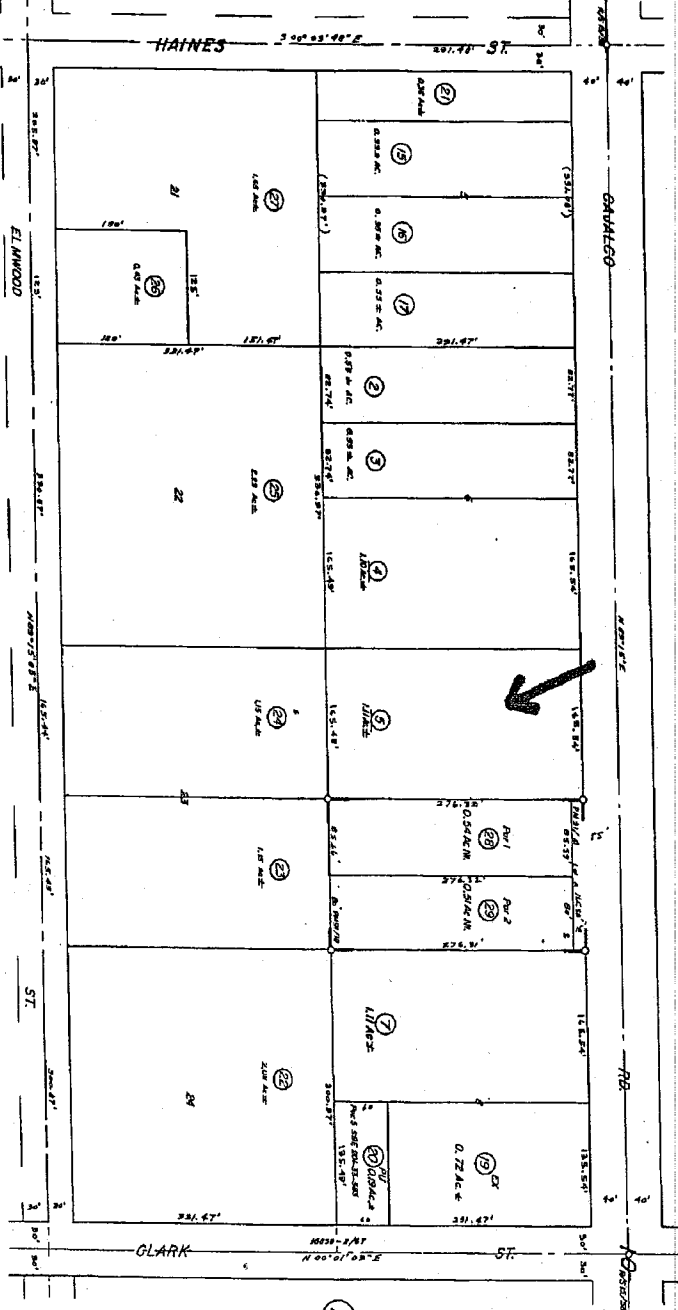
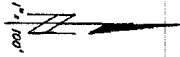
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3/8-14

T.R.A. 098-044

N 1/2 NE 1/4 SW 1/4 SEC. 10, T.4S, R.4W.

(09)

Description: Riverside, CA Assessor Map 318.14 Page: 1 of 1
Order: dan Comment:



DATE	OLD No.	NEW No.
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JUNE 1977

R/S 15/38 Glen Valley Farms Tract No. 3
P.M. 9/18 Parcel Map No. 10833

DATA: N.E. 02/38

(15)

ASSESSOR'S MAP BK. 318.14
RIVERSIDE COUNTY, CALIF.