

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



ITEM  
3.14  
(ID # 6472)

**MEETING DATE:**

Tuesday, March 27, 2018

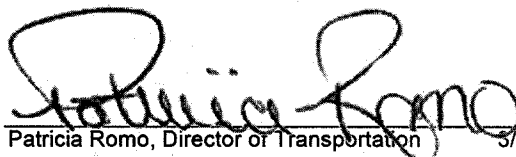
**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND  
MANAGEMENT AGENCY (TLMA) -TRANSPORTATION DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND  
MANAGEMENT AGENCY –TRANSPORTATION DEPTMENT: Approval of the  
Right of Way Acquisition and Temporary Construction Access Agreements for a  
portion of Assessor's Parcel Numbers 282,140-021, 282-121-009, 282-121-008, 282-  
121-002 and 283-150-050, for the Temescal Canyon Road Widening Project Dos  
Lagos and Dawson Canyon segment, in the unincorporated area of Temescal  
Canyon, CEQA, District 1; [Total Cost - \$357,171] RCTC Measure A Discretionary -  
100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required for the acquisition of the permanent easements and temporary construction easement interests by the County as it has been adequately analyzed in the Final Initial Studies with Mitigated Negative Declaration adopted by the Board on November 14, 2017, for the Temescal Canyon Road Widening Project Dos Lagos and Dawson Canyon segments;
2. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Temescal Leroy, LLC, for a permanent road easement in real property identified as Parcel 0066-010A, located within a portion of Assessor's Parcel Number 282-140-021 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

**ACTION:** Policy

  
Patricia Romo, Director of Transportation 3/15/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: March 27, 2018  
xc: EDA, Transp.

Kecia Harper-Ihem  
Clerk of the Board

By   
Deputy

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

3. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Temescal Leroy, LLC for a temporary interest in real property identified as Parcel 0066-010B, in favor of the County of Riverside, located within a portion of Assessor's Parcel Number 282-140--021 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 Jorge Mendoza, a single man for a permanent road easement in real property identified as Parcel 0066-012A located within a portion of Assessor's Parcel Number 282-121-009 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 Jorge Mendoza, a single man for a temporary interest in real property identified as 0066-012B in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Number 282-121-009 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 John Soldat, a single man for permanent road and drainage easements in real property identified as Parcel 0066-013A and Parcel 0066-013B located within a portion of Assessor's Parcel Number 282-121-008 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 John Soldat, a single man for a temporary interest in real property identified as 0066-013C in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Number 282-121-008 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 Harold R. Noell, Trustee for a permanent road easement in real property identified as Parcel 0066-015A, located within a portion of Assessor's Parcel Number 282-121-002 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
9. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Harold R. Noell, Trustee for a temporary interest in real property identified as Parcel 0066-015B, in favor of the County of Riverside, located within a portion of Assessor's Parcel Number 282-121-002 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
10. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Gerald W. and Caroyln W. Keck, Trustees for permanent road and drainage easements in real property identified as Parcel 0072-009A and Parcel 0072-009C located within a

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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portion of Assessor's Parcel Number 283-150-050 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

11. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Gerald W. and Carolyn W. Keck, Trustees of the Gerald and Carolyn Keck Trust dtd Oct. 6, 1998, for a temporary interest in real property identified as Parcel 0072-009D, in favor of the County of Riverside, located within a portion of Assessor's Parcel Number 283-150-050 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
12. Authorize and allocate the full settlement amount of \$120,000 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0066-010A and 0066-010B located within a portion of Assessor's Parcel Number: 282-140-021;
13. Authorize and allocate the full settlement amount of \$22,899 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0066-012A and 0066-012B located within a portion of Assessor's Parcel Number: 282-121-009;
14. Authorize and allocate the full settlement amount of \$41,244 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0066-013A, 0066-013B and 0066-013C located within a portion of Assessor's Parcel Number: 282-121-008;
15. Authorize and allocate the full settlement amount of \$46,965 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0066-015A and 0066-015B located within a portion of Assessor's Parcel Number: 282-121-002;
16. Authorize and allocate the full settlement amount of \$56,063 for the right-of-way acquisition and the temporary construction access to Parcel Nos. 0072-009A, 0072-009C and 0072-009D located within a portion of Assessor's Parcel Number: 283-150-050; and
17. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$70,000 for due diligence and staff expenses.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 357,171	\$ 0	\$ 357,171	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: RCTC Measure A Discretionary-100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2017/18

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

**BACKGROUND:**

Summary

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Temescal Canyon Road is a critical roadway and serves as the only north-south arterial and alternate to Interstate 15 in the Temescal Valley. Severe congestion along Interstate 15 is causing traffic to backup from SR-91 to Lake Street in Lake Elsinore and is impacting the quality of life due to additional commute time. Widening Temescal Canyon Road between Dawson Canyon Road and Dos Lagos Drive is expected to provide some relief to the commute in the Temescal Valley.

The Riverside County Transportation Department proposes to widen Temescal Canyon Road from a two-lane facility to a four-lane facility between Dawson Canyon Road and Dos Lagos Drive. The Dos Lagos Segment of the Temescal Canyon Road Widening Project begins at Leroy Road and continues 0.6 mile northerly to Dos Lagos Drive and the Dawson Canyon Segment of the Temescal Canyon Road Widening Project begins at Dawson Canyon Road and continues 0.7 mile northerly in the Temescal Valley community (Project). See Exhibit A for Vicinity Map.

As the lead agency under the California Environmental Quality Act (CEQA), the County of Riverside prepared Initial Studies (IS) with proposed Mitigated Negative Declarations (MND) for both the Dos Lagos Segment and the Dawson Canyon Segment of the Temescal Canyon Road Widening Projects in order to analyze the proposed projects' impacts to the environment.

On November 14, 2017, the Board approved MO 3.24 and adopted a Final Initial Studies with Mitigated Negative Declaration and Approve the Temescal Canyon Road Widening Project.

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

<b>Parcel Numbers</b>	<b>APN's (portions)</b>	<b>Property Owner</b>	<b>Settlement Amount</b>
Parcel No's: 0066-010A and 0066-010B	282-140-021	Temescal Leroy, LLC	\$120,000
Parcel No's: 0066-012A and 0066-012B	282-121-009	Jorge Mendoza, a single man	\$ 22,899
Parcel No's 0066-013A, 0066-013B and 0066-013C	282-121-008	John Soldat, a single man	\$ 41,244
Parcel Nos 0066-015A and 0066-015B	282-121-002	Harold R Noell, Trustee	\$ 46,965
Parcel Nos 0072-009A, 0072-009C 0072-009D	283-150-050	Gerald W and Carolyn W. Keck, Trustee	\$ 56,063

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

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**Impact on Residents and Businesses**

The addition of one travel lane in each direction along Temescal Canyon Road will provide congestion relief for the residents of Temescal Valley and commuters traveling through the I-15 corridor.

**Additional Fiscal Information**

**SUPPLEMENTAL:**

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 Agreement identified as Parcel No. 0066-010A, and 0066-010B located within a portion of APN 282-140-021	\$120,000
Acquisition and Temporary Construction Access Agreement identified as Parcels No. 0066-012A and 0066-012B located within a portion of APN 282-121-009	22,899
Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0066-013A, 0066-0013B and 0066-013C located within a portion of APN: 282-121-008	41,244
Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0066-015A and 0066-015B located within a portion of APN 282-121-002	46,965
Acquisition and Temporary Construction Access Agreements identified as Parcel No. 0072-009A, 0072-009C and 0072-009D located within a portion of APN: 283-150-050	56,063
Estimated Title and Escrow Charges	10,500
Preliminary Title Reports	2,500
County Appraisal Costs	17,000
EDA Real Property Staff Time	40,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$357,171

The transaction costs in the amount of \$70,000 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 RW acquisitions, and temporary access of the portion of the properties are fully funded by the RCTC Measure A Discretionary. 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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**Attachments:**

- Exhibit A - Vicinity Map
- (3) Right of Way Acquisition Agreements for Parcel 0066-010A
- (3) Temporary Construction Access Agreements for Parcel 0066-010B
- (3) Right of Way Acquisition Agreements for Parcel 0066-012A
- (3) Temporary Construction Access Agreements for Parcel 0066-012B
- (3) Right of Way Acquisition Agreement for Parcels 0066-013A and 0066-013B
- (3) Temporary Construction Access Agreements for Parcel 0066-013C
- (3) Right of Way Acquisition Agreements for Parcel 0066-015A
- (3) Temporary Construction Access Agreements for Parcel 0066-015B
- (3) Right of Way Acquisition Agreements for Parcel 0072-009A and 0072-009C
- (3) Temporary Construction Access Agreements for Parcel 0072-009D

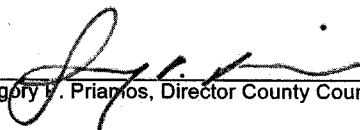
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Robert Field, Assistant County Executive Officer/EDA

3/8/2018

  
Nehini Lasina, Principal Management Analyst

3/19/2018

  
Gregory V. Priamos, Director County Counsel

3/8/2018

1 PROJECT: Temescal Canyon-Dawson Canyon

2 PARCEL: 0072-009A and 0072-009C

3 APN: 283-150-050 (portion)

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald  
9 and Carolyn Keck Trust under Trust Agreement dated October 6, 1998, ("Grantor").  
10 County and Grantor are sometimes collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located on the west side of  
13 Temescal Canyon Road, third parcel north of Dawson Canyon Road, within the  
14 unincorporated county area of Temescal Valley, County of Riverside, State of  
15 California, as depicted on the Plat Map identified as Attachment "1," attached hereto  
16 and made a part hereof. The real property consisting of 1.65 acres of land, and is also  
17 known as Assessor's Parcel Number: 283-150-050 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desire to  
19 purchase a permanent easement interests ("ROW"), for the purpose of constructing the  
20 Temescal Canyon-Dawson Canyon Project ("Project") as follows: an Easement Deed  
21 in favor of the County of Riverside referenced as Parcel 0072-009A for road purposes  
22 and an Easement Deed in favor of the County of Riverside referenced as Parcel 0072-  
23 009C for drainage purposes, both described on Attachment "2" attached hereto and  
24 made a part hereof; and

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

MAR 27 2018 3.14

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

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

6   **ARTICLE 1. AGREEMENT**

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

9           2.     Consideration. For good and valuable consideration, Grantor agrees to  
10 sell and convey to the County, and the County agrees to purchase from Grantor all of  
11 the Right-of-Way Property described herein, under the terms and conditions set forth in  
12 this Agreement. The full consideration for the Right-of-Way Property consists of the  
13 purchase price amount for the real property interest to be acquired by the County and  
14 the consideration for the removal of site improvements ("Purchase Price"). The  
15 Purchase Price in the amount of Forty-Two Thousand One Hundred Thirty-Nine and  
16 00/100 Dollars (\$42,139.00) 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 Forty-Two Thousand One Hundred Thirty-Nine and 00/100  
7 Dollars (\$42,139.00) (the "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 document into Escrow  
22 for recordation in the Official Records of the County Recorder of Riverside County  
23 ("Official Records") upon Close of Escrow:

24 a. The two (2) Easement Deeds executed, acknowledged  
25 and delivered to Yolanda King, Real Property Agent for the County or to Escrow  
26 Holder, substantially in the form attached hereto as Attachment "3," (Deed) granting the  
27 portion of the Property, subject to the following:

28

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                                  a.     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                                  b.     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.     Payment to Grantor for asphalt driveway, 9 Eucalyptus trees, 1  
23 Mexican Fan Palm Tree located within Parcel Nos. 0072-009A and 0072-009C are  
24 included in the Purchase Price.

25                                  4.     Grantor Responsibilities.

26                                  A.     Execute and acknowledge an Easement Deed for road and utility  
27 purposes in favor of the County of Riverside dated \_\_\_\_\_ identified as Parcel  
28 Number 0072-009A and an Easement Deed for drainage purposes in favor of the

1 County of Riverside dated \_\_\_\_\_ identified as Parcel Number 0072-009C and  
2 deliver deeds to Yolanda King, Real Property Agent for the County or to the Escrow  
3 Holder.

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

24 C. Grantor shall be obligated hereunder to include without limitation,  
25 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
26 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation  
27 and implementation of any closure, remedial action, or other required plans in  
28 connection therewith, and such obligation shall continue under the parcel has been

1 rendered in compliance with applicable federal, state, and local laws, statutes,  
2 ordinances, regulations, and rules.

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

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


6  
7 Dated: MAR 27 2018

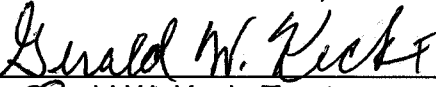
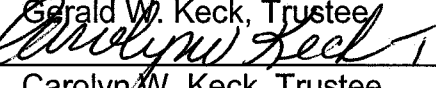
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9 COUNTY:

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

GRANTOR:

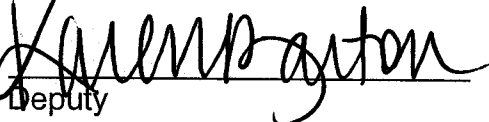
GERALD W. KECK and CAROLYN W.  
KECK, Trustees of the Gerald and  
Carolyn Keck Trust under Trust  
Agreement dated October 6, 1998

12  
13 By:   
14 Chairman **CHUCK WASHINGTON**  
Board of Supervisors

13 By:   
Gerald W. Keck, Trustee  
14 By:   
Carolyn W. Keck, Trustee

15  
16 ATTEST:

17 Kecia Harper-Ihem  
18 Clerk of the Board

19 By:   
Deputy

20  
21 APPROVED AS TO FORM:

22 Gregory P. Priamos  
23 County Counsel

24 By:   
25 Deputy County Counsel

26  
27  
28 SV:jb/112917/457TR/19.479

ATTACHMENT "1"  
Assessor's Plat Map

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ATTACHMENT "2"  
Parcel 0072-009A  
(Legal Description and Plat Map)

And

Parcel 0072-009C  
(Legal Description and Plat Map)

EXHIBIT "A"  
LEGAL DESCRIPTION  
0072-009A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 2001-485187, RECORDED OCTOBER 5, 2001, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER, OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEASTERLY CORNER OF PARCEL 2, AS SHOWN BY PARCEL MAP 7239, ON FILE IN BOOK 30, PAGES 36 AND 37 OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID CORNER BEING THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 34 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (44.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 88°48'06" WEST ALONG SAID NORTH LINE OF SECTION 34, ALSO BEING THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 10.56 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (52.62 FOOT SOUTHWESTERLY HALF-WIDTH) AS DESCRIBED BY INSTRUMENT NUMBER 2011-0282364, RECORDED JUNE 28, 2011, SAID OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 34°16'08" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE (52.62 FOOT SOUTHWESTERLY HALF-WIDTH), A DISTANCE OF 233.51 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 86557, RECORDED APRIL 16, 1986, SAID OFFICIAL RECORDS, AND SHOWN AS 330 FOOT "SO. CAL. EDISON RW" ON RECORD OF SURVEY ON FILE IN BOOK 87, AT PAGE 71 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER;

THENCE SOUTH 62°51'44" WEST, ALONG SAID NORTHWESTERLY LINE OF "SO. CAL. EDISON RW", A DISTANCE OF 8.57 FEET;

THENCE NORTH 35°56'09" WEST A DISTANCE OF 243.66 FEET, TO A POINT ON SAID NORTH LINE OF SECTION 34;

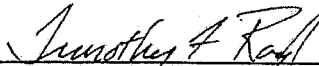
THENCE SOUTH 88°48'06" EAST ALONG SAID NORTH LINE, A DISTANCE OF 19.14 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 2,851 SQUARE FEET, OR 0.065 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

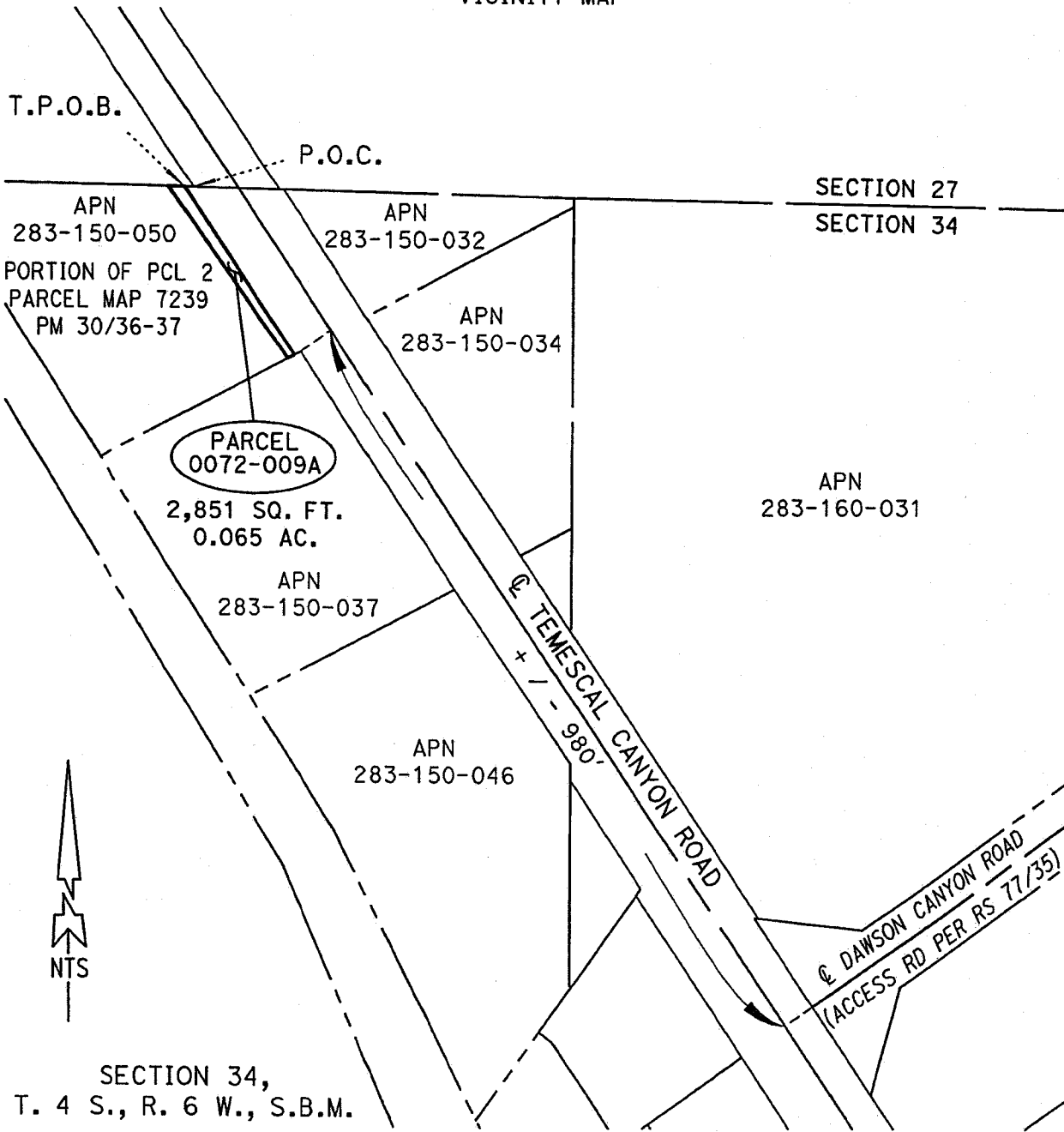
PREPARED UNDER MY SUPERVISION:

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

10/24/2017  
DATED:



**EXHIBIT "B"**  
(0072-009A)  
VICINITY MAP



SECTION 34,  
T. 4 S., R. 6 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0072-009A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C5-0072

PROJECT: TEMESCAL CANYON ROAD WIDENING

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.

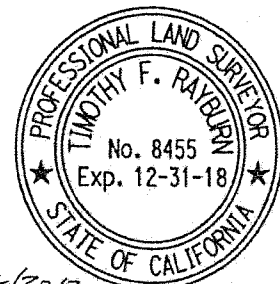
PREPARED BY: JAM

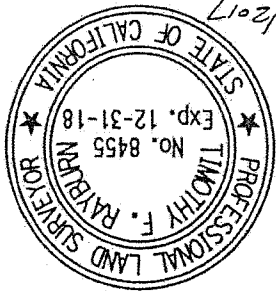
DATE: OCTOBER, 2017

APPROVED BY: *Timothy F. Rayburn*

DATE: 10/24/2017

SHEET 1 OF 2





APPROVED BY: *Timothy F. Rayburn* DATE: 10/24/2017

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION  
PROJECT: TEMESCAL CANYON ROAD WIDENING  
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING  
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PCL No.: 0072-009A  
WO No.: C5-0072  
SCALE: NTS  
PREPARED BY: JAM  
DATE: OCTOBER, 2017  
SHEET 2 OF 2

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

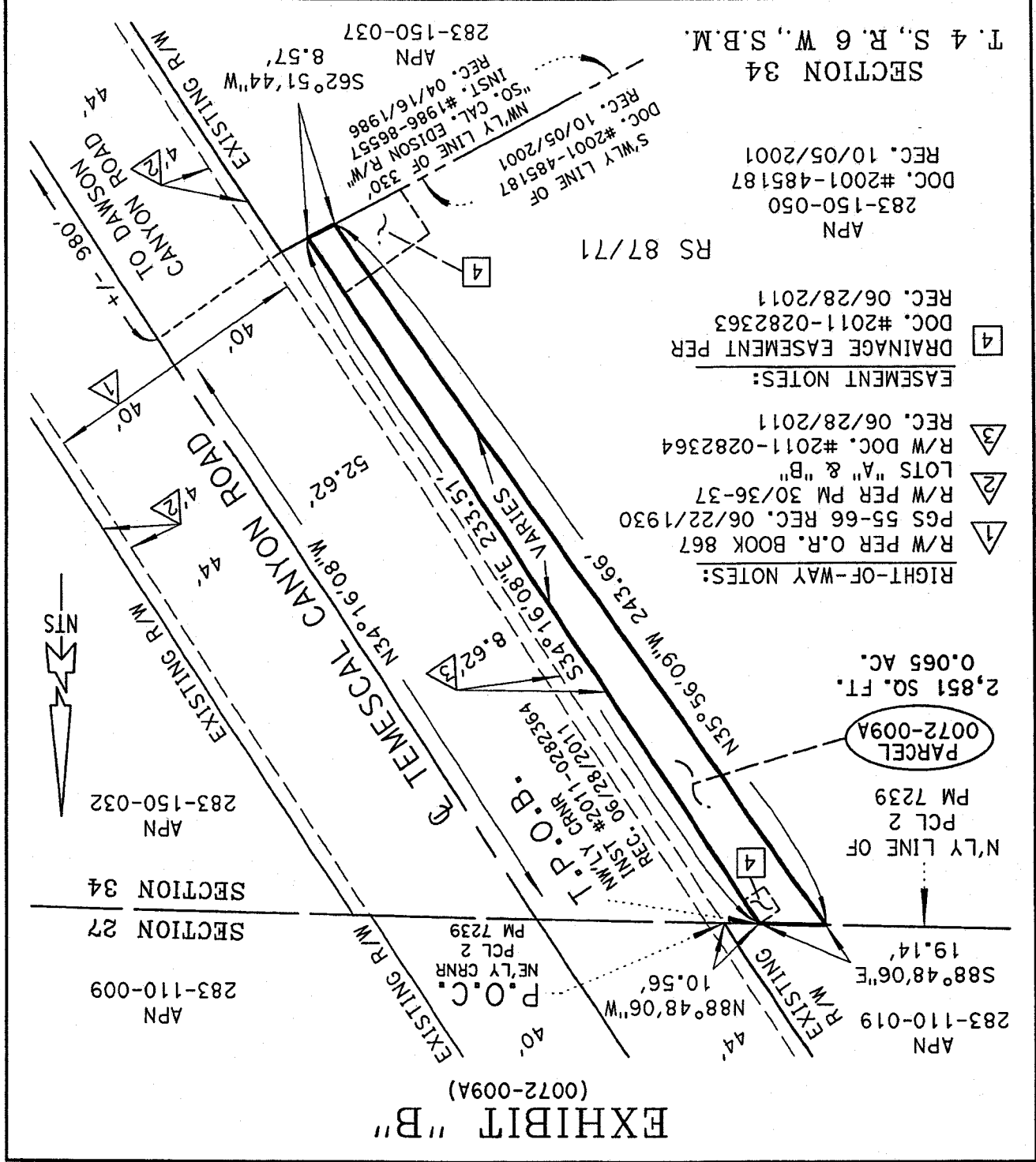


EXHIBIT "A"  
LEGAL DESCRIPTION  
0072-009C

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 2001-485187, RECORDED OCTOBER 5, 2001, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER, OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEASTERLY CORNER OF PARCEL 2, AS SHOWN BY PARCEL MAP 7239, ON FILE IN BOOK 30, PAGES 36 AND 37 OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID CORNER BEING THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 34 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (44.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 88°48'06" WEST ALONG SAID NORTH LINE OF SECTION 34, ALSO BEING THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 29.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 35°56'09" EAST, A DISTANCE OF 12.90 FEET;

THENCE SOUTH 54°03'51" WEST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 35°56'09" WEST, A DISTANCE OF 16.68 FEET TO A POINT ON SAID NORTH LINE OF SECTION 34;

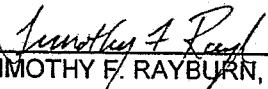
THENCE SOUTH 88°48'06" EAST ALONG SAID NORTH LINE, A DISTANCE OF 6.27 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 74 SQUARE FEET, OR 0.002 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

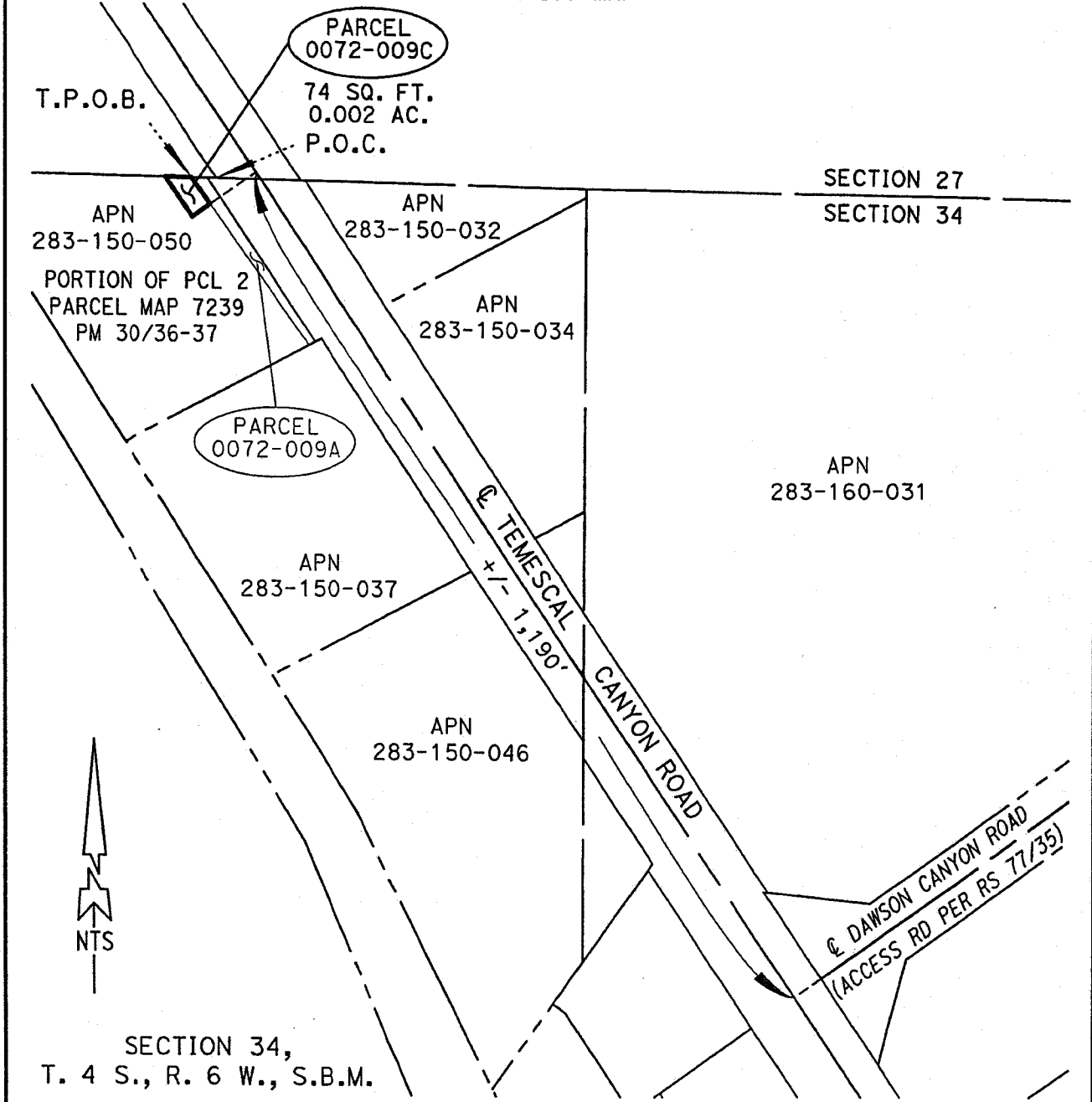
  
TIMOTHY F. RAYBURN, P.L.S. 8455

10/24/2017  
DATED:



# EXHIBIT "B"

(0072-009C)  
VICINITY MAP



SECTION 34,  
T. 4 S., R. 6 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0072-009C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C5-0072	PROJECT: TEMESCAL CANYON ROAD WIDENING
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: OCTOBER, 2017	APPROVED BY: <i>Timothy F. Raiburn</i>
SHEET 1 OF 2	DATE: 10/24/2017



# EXHIBIT "B"

(0072-009C)

APN  
283-110-019

T.P.O.B.

**PARCEL  
0072-009C**  
74 SQ. FT.  
0.002 AC.

S88°48'06"E  
6.27'  
SEC. 27  
SEC. 34

NORTH LINE OF  
PARCEL 2  
PARCEL MAP 7239  
PM 30/36-37

N88°48'06"W  
29.70'

N35°56'09"W  
16.68'

S54°03'51"W  
5.00'

S35°56'09"E  
12.90'

APN  
283-150-050  
DOC. #2001-485187  
REC. 10/05/2001

**PARCEL  
0072-009A**

RS 87/71

RIGHT-OF-WAY NOTES:

- ① R/W PER O.R. BOOK 867  
PGS 55-66 REC. 06/22/1930
- ② R/W PER PM 30/36-37  
LOTS "A" & "B"
- ③ R/W INST. #2011-0282364  
REC. 06/28/2011

SEC. 34, T. 4 S., R. 6 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0072-009C

WO No.: C5-0072

SCALE: NTS

PREPARED BY: JAM

DATE: OCTOBER, 2017

SHEET 2 OF 2

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

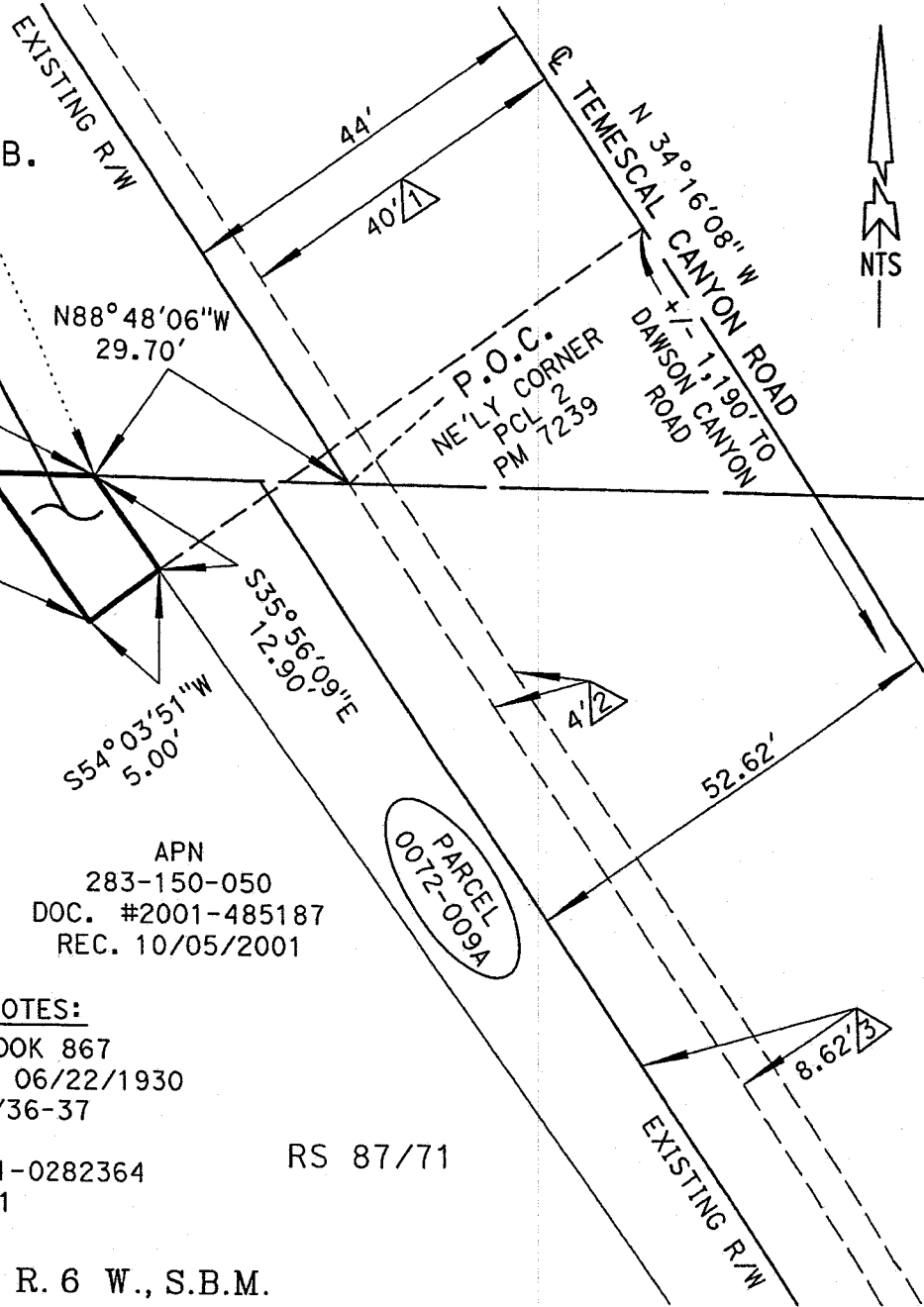
PROJECT: TEMESCAL CANYON ROAD WIDENING

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:

*Timothy F. Rayburn*

DATE: 10/24/2017



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ATTACHMENT "3"  
Form of Easement Deeds

Parcel 0072-009A

1. A portion of APN: 283-150-050; Parcel 0072-009A in favor of the County of Riverside for road purposes

Parcel 0072-009C

1. A portion of APN: 283-150-050; Parcel 0072-009C in favor of the County of Riverside for drainage purposes



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

**FREE RECORDING**

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

SV:jb/112917/457TR/19.481

(Space above this line for Recorder's use)

PROJECT: TEMESCAL CANYON-DAWSON CANYON  
PARCEL: 0072-009A  
APN: 283-150-050 (PORTION)

## EASEMENT DEED

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

GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998

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

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

PROJECT: TEMESCAL CANYON-DAWSON CANYON  
PARCEL: 0072-009A  
APN: 283-150-050 (PORTION)

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

**GRANTOR:**  
**GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998**

By: \_\_\_\_\_  
Gerald W. Keck, Trustee

By: \_\_\_\_\_  
Carolyn w. Keck, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature \_\_\_\_\_

Place Notary Seal Above

PROJECT: TEMESCAL CANYON-DAWSON CANYON  
PARCEL: 0072-009A  
APN: 283-150-050 (PORTION)

PUBLIC ROAD AND UTILITY EASEMENT

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

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated \_\_\_\_\_, from GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

COUNTY OF RIVERSIDE  
Patricia L. Romo, Director of Transportation

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

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

**FREE RECORDING**

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

SV:jb/112917/457TR/19.482

(Space above this line for Recorder's use)

PROJECT: TEMESCAL CANYON-DAWSON CANYON  
PARCEL: 0072-009C  
APN: 283-150-050 (PORTION)

## EASEMENT DEED

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

GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998

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

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

PROJECT: TEMESCAL CANYON-DAWSON CANYON  
PARCEL: 0072-009C  
APN: 283-150-050 (PORTION)

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

**GRANTOR:**  
**GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998**

By: \_\_\_\_\_  
Gerald W. Keck, Trustee

By:: \_\_\_\_\_  
Carolyn w. Keck, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature \_\_\_\_\_

Place Notary Seal Above

PROJECT: TEMESCAL CANYON-DAWSON CANYON  
PARCEL: 0072-009C  
APN: 283-150-050 (PORTION)

PUBLIC ROAD AND UTILITY EASEMENT

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

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated \_\_\_\_\_, from GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for drainage purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

COUNTY OF RIVERSIDE  
Patricia L. Romo, Director of Transportation

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

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PROJECT: TEMESCAL CANYON-DAWSON  
CANYON  
PARCEL: 0072-009D  
APN: 283-150-050 (portion)

**TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

This Non-Exclusive Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and GERALD W. KECK and CAROLYN W. KECK, Trustees of the Gerald and Carolyn Keck Trust under Trust Agreement dated October 6, 1998, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County, its officers, agents and employees, and all persons under contract with the County, to enter upon and use the land of Grantor in the County of Riverside, State of California, described as a portion of Assessor's Parcel Number 283-150-050, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, for the purpose of constructing the Temescal Canyon-Dawson Canyon Project ("Project"). The rights granted herein include the full right and authority to enter upon the temporary construction access area with machinery, trucks, tools and other equipment that is useful or necessary to construct and access the Project. County agrees there will be no storage or staging within the temporary construction access area.

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, is referenced as Parcel No. 0072-009D consisting of approximately 0.145 acres or 6,306 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 Thirteen Thousand Nine Hundred Twenty-Four Dollars (\$13,924.00) for the right to

MAR 27 2018 3.14

1 enter upon and use the TCA Area in accordance with the terms hereof.

2 4. TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day  
3 written notice to Grantor prior to using the rights herein granted. The rights herein  
4 granted may be exercised for eighteen (18) months from the thirty (30) day written  
5 notice, or until completion of said Project, whichever occurs later.

6 5. If the County desires to extend the term of this Agreement, Grantor and  
7 the County shall negotiate in good faith for an extension of the terms herein until the  
8 actual completion of the Project. Upon the expiration of the term (including any  
9 extensions thereto), the rights granted by this Agreement shall automatically terminate  
10 and be of no further force and effect.

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

15 7. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area  
16 includes the right to remove and dispose of 4 Eucalyptus trees. Payment to the  
17 Grantor for the 4 trees are included in the compensation portion of this Agreement.

18 8. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the  
19 contractor(s) for the 4 trees and Grantor shall directly compensate each contractor for  
20 all costs, fees, and/or expenses. The County is not responsible for any payment to the  
21 selected contractor(s) and Grantor shall indemnify, defend, protect, and hold County,  
22 its officers, employees, successors, and assigns free and harmless from and against  
23 any and all claims, liabilities, penalties, forfeitures, losses or expenses, including  
24 without limitations, attorney's fees, whatsoever arising from or cause in whole or in  
25 part, directly or indirectly, by any actions of the said contractor(s).

26 9. COUNTY TO PROTECT OR REPLACE. The County agrees to restore  
27 or repair any damage to the Property that results from the County's activities under this  
28 Agreement.



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

4           11.    INDEMNIFICATION. The County shall indemnify, defend and hold  
5 Grantor, its agents, employees, successors and assigns harmless from any and all  
6 liability, claim, loss, lien or damage proximately caused by the County, its officers,  
7 agents, or employees and arising out of the County's activities under this Agreement.

8           12.    OWNERSHIP. Grantor hereby warrants that it is the owner of the  
9 Property and that it has the right to grant County permission to enter upon and use the  
10 Property.

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

18          14.    MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
19 modified, or amended except upon the written consent of the parties hereto.

20          15.    SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
21 interest, shall be bound by all the terms and conditions contained in this Agreement,  
22 and all the parties thereto shall be jointly and severally liable thereunder.

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

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


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

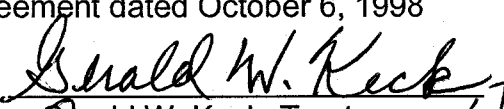
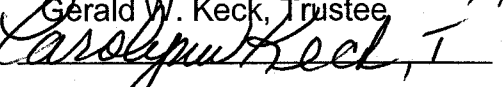
10           In Witness Whereof, the Parties have executed this Agreement the day and year  
11 last below written.

12 Dated:                     MAR 27 2018                    

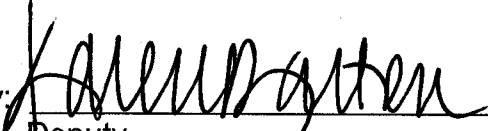
13  
14 COUNTY:  
15 COUNTY OF RIVERSIDE, a political  
16 subdivision of the State of California

GRANTOR:  
GERALD W. KECK and CAROLYN W.  
KECK, Trustees of the Gerald and  
Carolyn Keck Trust under Trust  
Agreement dated October 6, 1998

17 By:   
18 Chairman **CHUCK WASHINGTON**  
19 Board of Supervisors

By:   
Gerald W. Keck, Trustee  
By:   
Carolyn W. Keck, Trustee

20 ATTEST:  
21 Kecia Harper-Ihem  
22 Clerk of the Board

23 By:   
Deputy

24 APPROVED AS TO FORM:  
25 Gregory P. Priamos, County Counsel

26 By:   
27 Deputy County Counsel

28 SV:jb/112917/457TR/19.480

ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

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ASSESSOR'S MAP PG 15  
Riverside County, Calif.



RS 3771  
CO. SUR. 304/68  
RS 1275 HIGHWAY VILL RIV 71, 60W  
G.O.  
VAC 18003 - SBT 7480 - 675  
SBE 800-532-610  
RS 71879

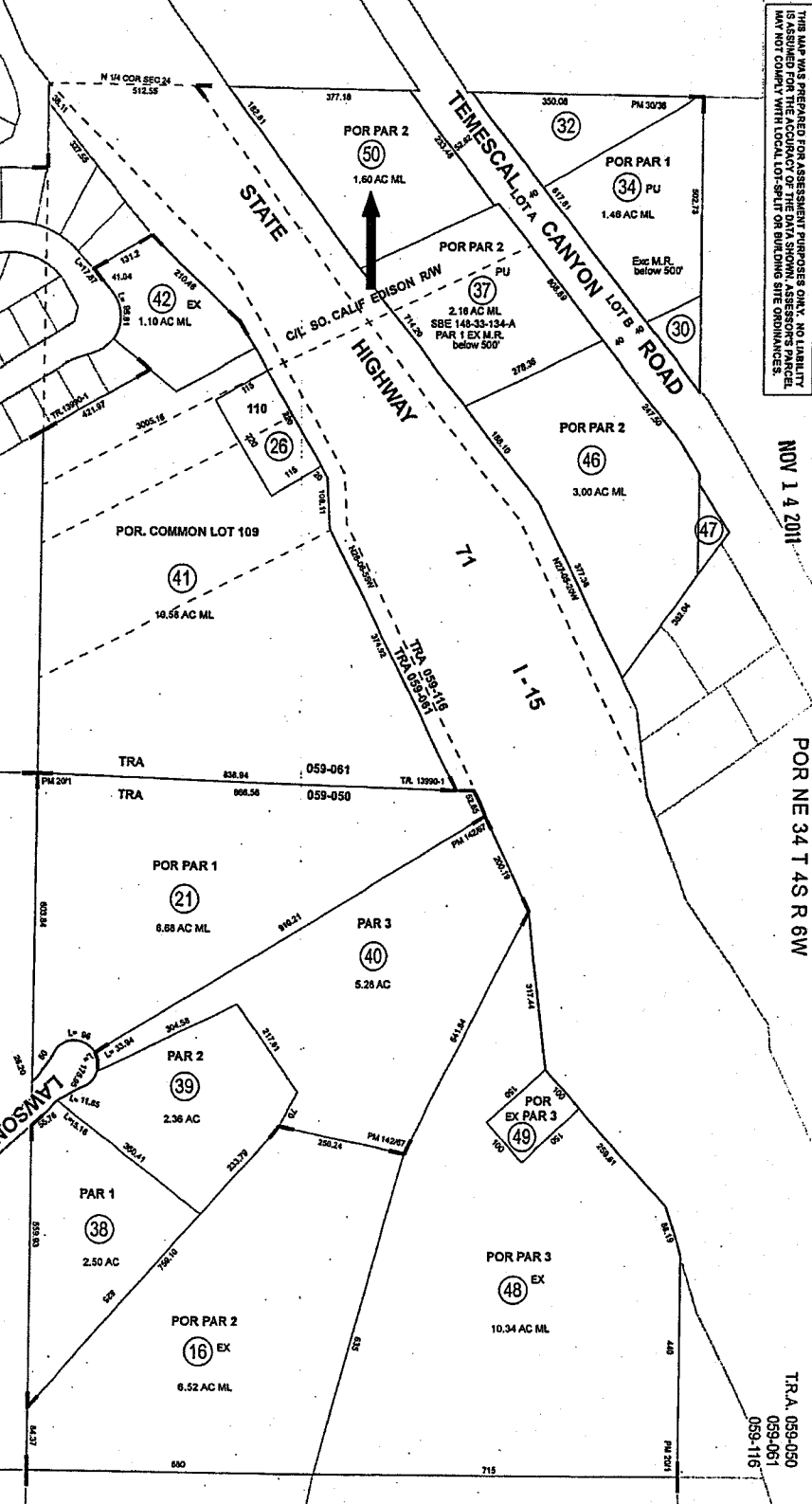
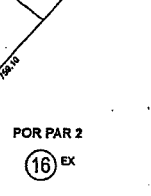
Pg 41  
Pg 11  
Pg 14  
Pg 16  
Pg 25  
Pg 17

Map Reference:  
See 2011 - 2nd Edition PG 15  
See 2010 - 1st Edition PG 15  
See 1997 - 5th Edition PG 15  
See 1997 - 6th Edition PG 15

Oct 2011

Date	Code	Area	Flow
5/10/97	5	6	6
5/10/97	4	5	5
5/10/97	7	51	51
5/10/97	9	11	11
5/10/97	11	13	13
5/10/97	12	14	14
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5/10/97	41	43	43
5/10/97	42	44	44
5/10/97	43	45	45
5/10/97	44	46	46
5/10/97	45	47	47
5/10/97	46	48	48
5/10/97	47	49	49
5/10/97	48	50	50
5/10/97	49	51	51
5/10/97	50	52	52

- Legend
- Lot Lines
  - Right-of-Way
  - Old Lot Lines
  - Open Space
  - Other Easement
  - Lamson Rd
  - Solution To Map



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAPS ARE NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE COUNTY CLERK.

NOV 1 4 2011

POR NE 34 T 4S R 6W

T.R.A. 059-050  
059-061  
059-116

283-15  
10-14

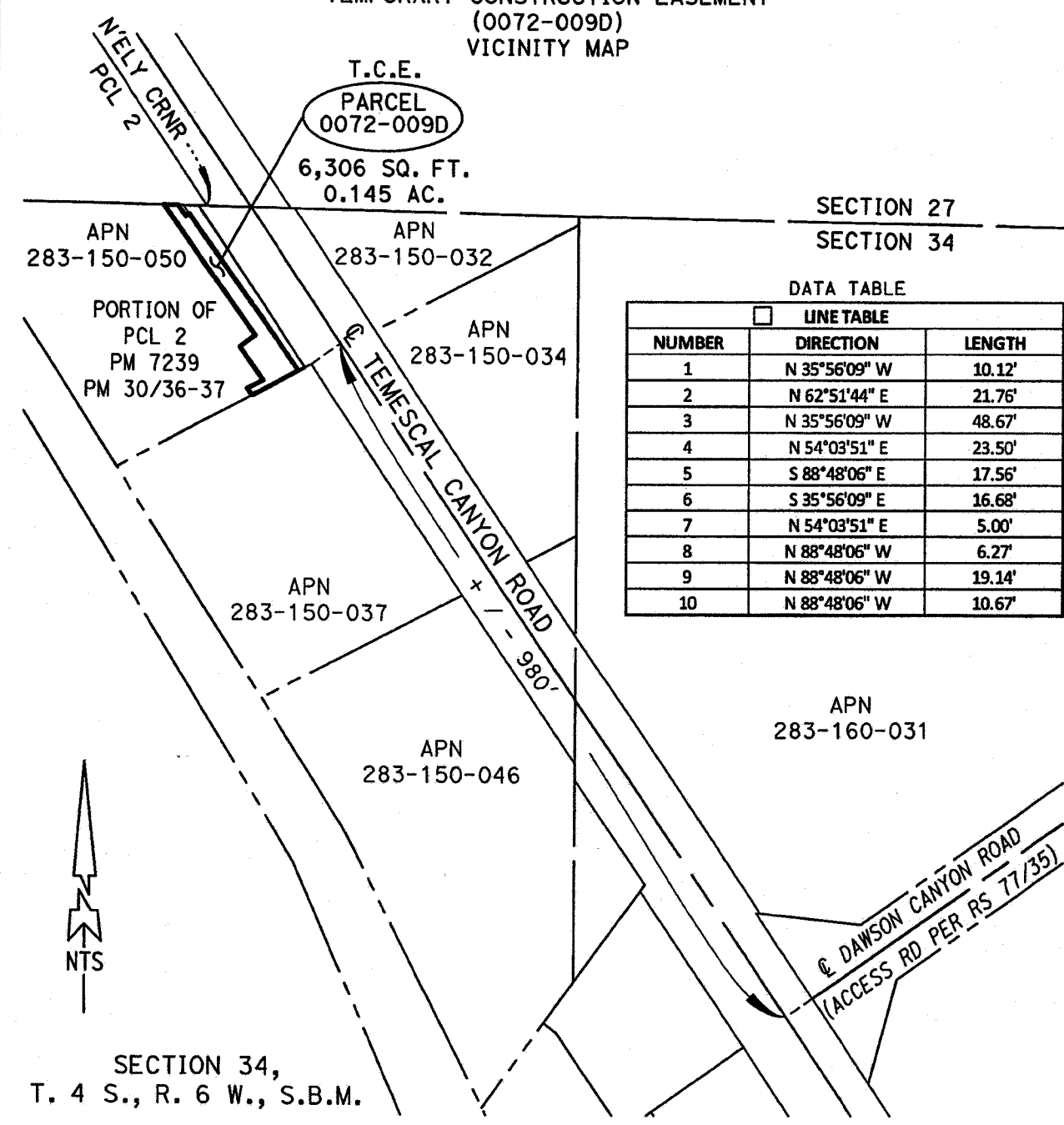
ATTACHMENT "2"  
TEMPORARY ACCESS PLAT MAP

Parcel No. 0072-009D

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# EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT  
(0072-009D)  
VICINITY MAP



SECTION 27  
SECTION 34

DATA TABLE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
1	N 35°56'09" W	10.12'
2	N 62°51'44" E	21.76'
3	N 35°56'09" W	48.67'
4	N 54°03'51" E	23.50'
5	S 88°48'06" E	17.56'
6	S 35°56'09" E	16.68'
7	N 54°03'51" E	5.00'
8	N 88°48'06" W	6.27'
9	N 88°48'06" W	19.14'
10	N 88°48'06" W	10.67'

SECTION 34,  
T. 4 S., R. 6 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0072-009D	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C5-0072	PROJECT: TEMESCAL CANYON ROAD WIDENING
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	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: OCTOBER, 2017	DATE: 10/24/2017
SHEET 1 OF 2	



# EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT  
(0072-009D)

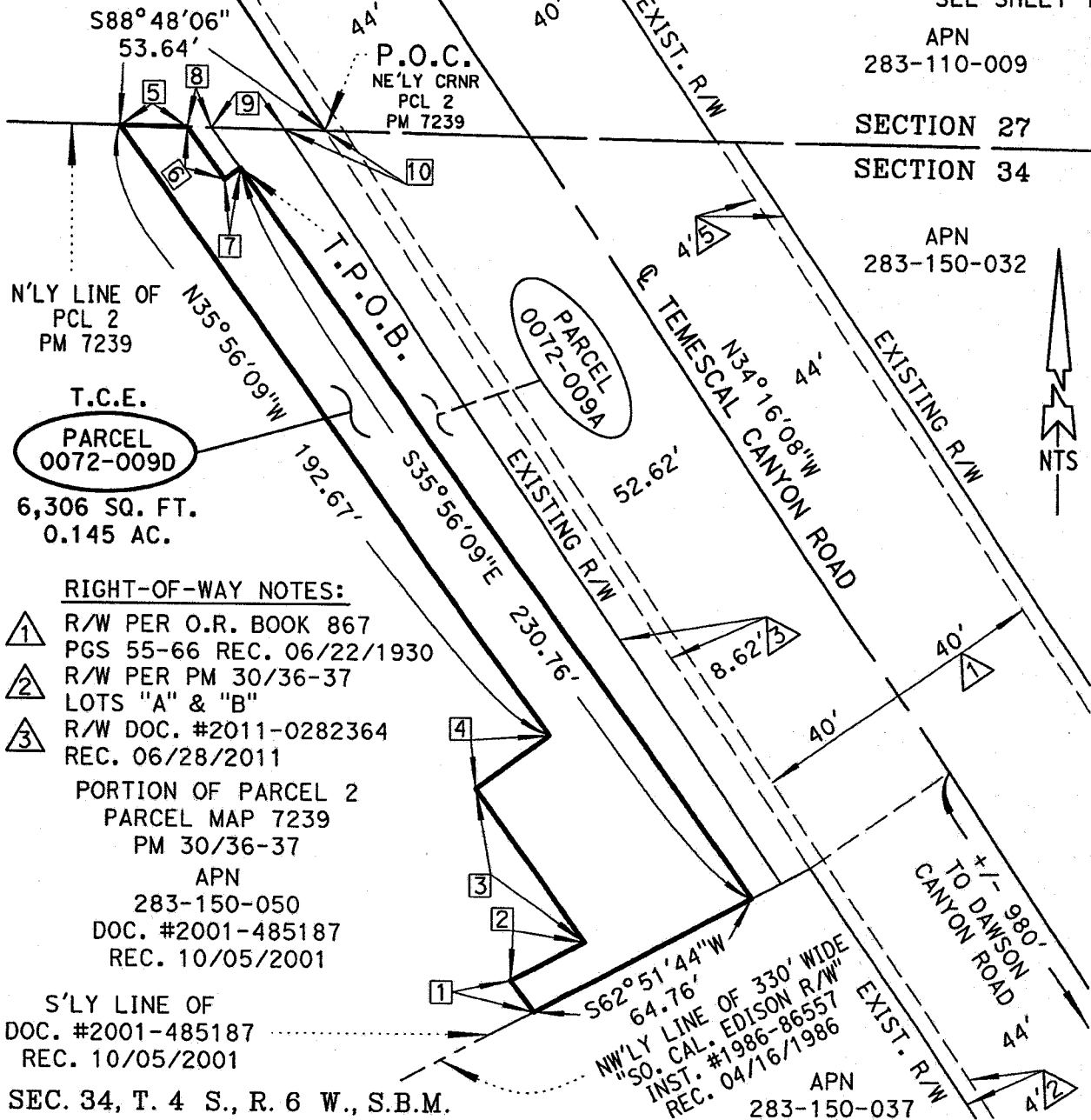
DATA TABLE  
SEE SHEET 1

APN  
283-110-019

APN  
283-110-009

SECTION 27  
SECTION 34

APN  
283-150-032



**RIGHT-OF-WAY NOTES:**

- ① R/W PER O.R. BOOK 867  
PGS 55-66 REC. 06/22/1930
  - ② R/W PER PM 30/36-37  
LOTS "A" & "B"
  - ③ R/W DOC. #2011-0282364  
REC. 06/28/2011
- PORTION OF PARCEL 2  
PARCEL MAP 7239  
PM 30/36-37  
APN  
283-150-050  
DOC. #2001-485187  
REC. 10/05/2001

S'LY LINE OF  
DOC. #2001-485187  
REC. 10/05/2001  
SEC. 34, T. 4 S., R. 6 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0072-009D	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: C5-0072	PROJECT: TEMESCAL CANYON ROAD WIDENING	
SCALE: NTS		
PREPARED BY: KCB		
DATE: OCTOBER, 2017	APPROVED BY: <i>Timothy F. Rayburn</i>	DATE: 10/24/2017
SHEET 2 OF 2		



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PROJECT: Temescal Canyon-Dos Lagos  
PARCEL: 0066-010A  
APN: 282-140-021 (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 TEMESCAL-LEROY, LLC, a California limited liability company, husband and wife, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

**RECITALS**

WHEREAS, Grantor owns that certain real property located on the northeast corner of Temescal Canyon Road and Leroy Road, within the unincorporated county area of Temescal 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 2.33 acres of land, and is also known as Assessor's Parcel Number: 282-140-021 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a permanent easement interest ("ROW"), for the purpose of constructing the Temescal Canyon-Dos Lagos Project ("Project") as follows: an Easement Deed in favor of the County of Riverside referenced as Parcel 0066-010A and described on Attachment "2" attached hereto and made a part hereof; 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

MAR 27 2018 314



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

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

6 **ARTICLE 1. AGREEMENT**

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

9 2. Consideration. For good and valuable consideration, Grantor agrees to  
10 sell and convey to the County, and the County agrees to purchase from Grantor all of  
11 the Right-of-Way Property described herein, under the terms and conditions set forth in  
12 this Agreement. The full consideration for the Right-of-Way Property consists of the  
13 purchase price amount for the real property interest to be acquired by the County and  
14 the consideration for the removal of site improvements ("Purchase Price"). The  
15 Purchase Price in the amount of One Hundred and Eleven Thousand Nine Hundred  
16 and Seventy Three Dollars (\$111,973.00) is to be distributed to Grantor in accordance  
17 with 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 One Hundred and Eleven Thousand Nine Hundred and Seventy  
7 Three Dollars (\$111,973.00) (the "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 document into Escrow  
22 for recordation in the Official Records of the County Recorder of Riverside County  
23 ("Official Records") upon Close of Escrow:

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

28

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 a. 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 b. 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 4. Grantor Responsibilities.

23 A. Execute and acknowledge an Easement Deed for road and utility  
24 purposes in favor of the County of Riverside dated \_\_\_\_\_ identified as Parcel  
25 Number 0066-010A and deliver deed to Yolanda King, Real Property Agent for the  
26 County or to the Escrow Holder

27 B. Grantor shall indemnify, defend, protect, and hold the County of  
28 Riverside, its Agencies, Districts, Departments, their respective directors, Board of

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

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

## 26 **ARTICLE 2. MISCELLANEOUS**

27 1. It is mutually understood and agreed by and between the Parties hereto  
28 that the right of possession and use of the subject property by County, including the

1 right to remove and dispose of improvements, shall commence upon the execution of  
2 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
3 payment for such possession and use.

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

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

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

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

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

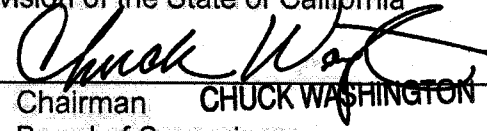
23 7. This Agreement shall be governed by the laws of the State of California.  
24 Any action at law or in equity brought by either of the Parties for the purpose of  
25 enforcing a right or rights provided for by this Agreement shall be tried in a court of  
26 competent jurisdiction in the County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

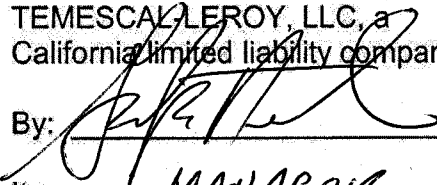
1 8. Grantor and its assigns and successors in interest shall be bound by all  
2 the terms and conditions contained in this Agreement, and all the Parties thereto shall  
3 be jointly and severally liable thereunder.

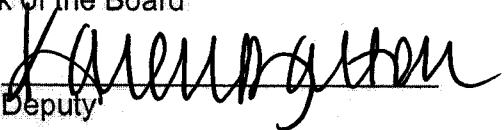
4 9. This Agreement may be signed in counterpart or duplicate copies, and  
5 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
6 purposes.

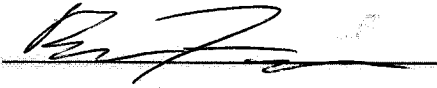
7 In Witness Whereof, the Parties have executed this Agreement the day and year  
8 last below written.

9 Dated: MAR 27 2018

10 COUNTY:  
11 COUNTY OF RIVERSIDE, a political  
12 subdivision of the State of California  
13 By:   
14 Chairman **CHUCK WASHINGTON**  
15 Board of Supervisors

GRANTOR:  
TEMESCALEROY, LLC, a  
California limited liability company  
By:   
Its: MANAGER

16 ATTEST:  
17 Kecia Harper-Ihem  
18 Clerk of the Board  
19 By:   
20 Deputy

21 APPROVED AS TO FORM:  
22 Gregory P. Priamos  
23 County Counsel  
24 By:   
25 Deputy County Counsel  
26

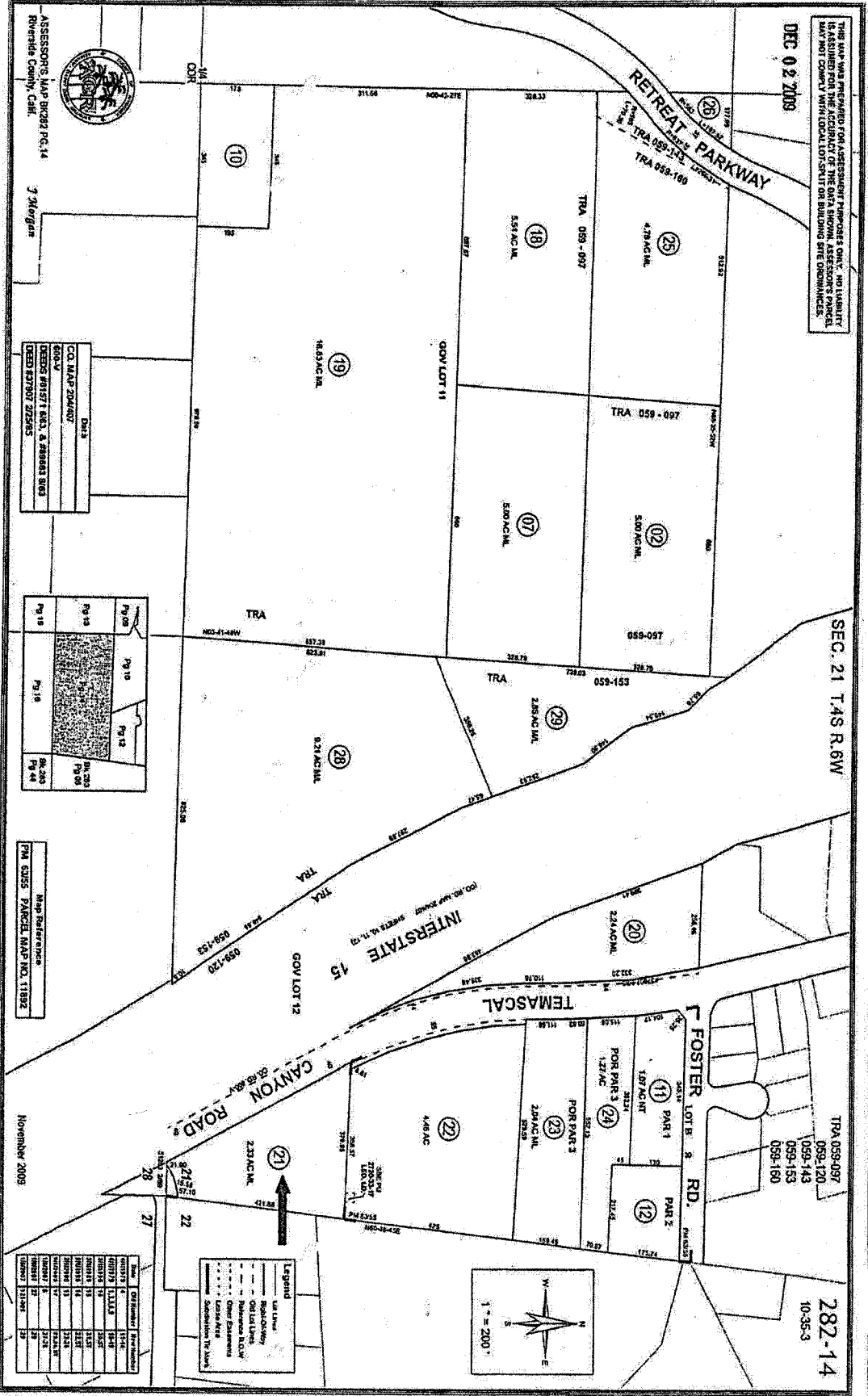
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ATTACHMENT "1"  
Assessor's Plat Map

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY SHALL BE ASSUMED BY THE COUNTY ASSESSOR'S OFFICE FOR ANY ERRORS OR OMISSIONS. THE COUNTY ASSESSOR'S OFFICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP.

DEC 02 2003



ASSESSOR'S MAP B082 PG. 14  
Riverside County, Calif.

J. Morgan

CO. MAP 204407	Dw 13
600-V	
DEEDS 415171 603, 6, 888883 803	
DEEDS 427807 22285	

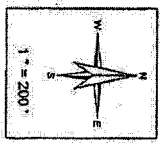
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Pg 24	Pg 26	Pg 28	Pg 30
Pg 32	Pg 34	Pg 36	Pg 38
Pg 40	Pg 42	Pg 44	Pg 46

Map Reference:  
FM 5355 PARCEL MAP NO. 11892

November 2003

Map	Controlled	Not Controlled
001173	11-14	15-18
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001290	947-950	951-954
001291	955-958	959-962
001292	963-966	967-970
001293	971-974	975-978
001294	979-982	983-986
001295	987-990	991-994
001296	995-998	999-1002

Legend  
 --- Tax Lines  
 --- Boundary  
 --- Old Lot Lines  
 --- Balance N.O.W.  
 --- Other Documents  
 --- Other Notes  
 --- Assessor's Tax Lines



282-14  
10-35-3



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ATTACHMENT "2"  
Parcel 0066-010A  
(Legal Description and Plat Map)

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-010A

THAT PORTION OF GOVERNMENT LOT 12 LYING WITHIN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12;**

THENCE SOUTH  $06^{\circ}38'18''$  WEST A DISTANCE OF 870.95 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL 4 AS SHOWN ON PARCEL MAP NUMBER 11892 RECORDED IN BOOK 63, PAGE 55 OF PARCEL MAPS, RECORDS OF THE RECORDER RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH  $88^{\circ}36'13''$  WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE 370.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (40.00 FOOT EASTERLY HALF WIDTH) AS DESCRIBED BY RELINQUISHMENT NUMBER 143R, RECORDED SEPTEMBER 21, 1966, AS INSTRUMENT NUMBER 98305, OFFICIAL RECORDS OF SAID RECORDER, AND THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH  $27^{\circ}42'32''$  EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 511.77 FEET TO THE SOUTH LINE OF SAID LOT 12;

THENCE SOUTH  $88^{\circ}39'19''$  EAST ALONG SAID SOUTH LINE, A DISTANCE OF 16.22 FEET TO THE WESTERLY-MOST CORNER OF THAT CERTAIN PUBLIC ROAD, DRAINAGE, AND UTILITY EASEMENT, RECORDED FEBRUARY 17, 1989 AS INSTRUMENT NUMBER 51263, SAID OFFICIAL RECORDS;

THENCE NORTH  $62^{\circ}14'58''$  EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID INSTRUMENT NUMBER 51263, A DISTANCE OF 15.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 179.99 FEET;

THENCE NORTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $02^{\circ}56'02''$ , AN ARC DISTANCE OF 9.22 FEET;

THENCE NORTH  $69^{\circ}20'57''$  WEST, A DISTANCE OF 24.89 FEET;

THENCE NORTH  $27^{\circ}59'31''$  WEST, A DISTANCE OF 490.13 FEET TO SAID SOUTHERLY LINE OF PARCEL 4;

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-010A


THENCE NORTH 88°36'13" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE  
OF 22.91 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL CONTAINS 11,021 SQUARE FEET, OR 0.253 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE  
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY  
DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS  
REFERENCE.

PREPARED UNDER MY SUPERVISION:

  
\_\_\_\_\_

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

1/4/2018  
\_\_\_\_\_

DATED:

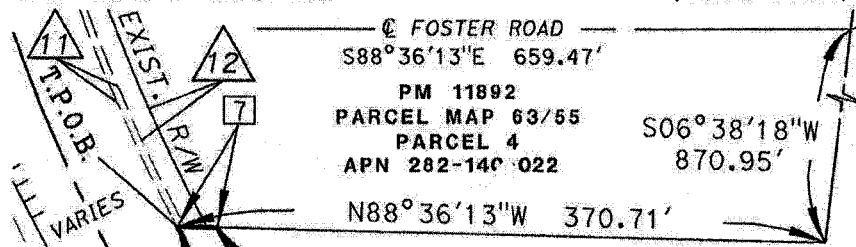


FRACTIONAL SEC. 21,  
T. 4 S., R. 6 W., S.B.M.

# EXHIBIT "B"

(0066-010A)

P.O.C.  
NE COR.  
GOV'T LOT 12



NUMBER	DIRECTION	LENGTH
1	S 27°42'32" E	511.77'
2	S 88°39'19" E	16.22'
3	N 62°14'58" E	15.58'
5	N 69°20'57" W	24.89'
6	N 27°59'31" W	490.13'
7	N 88°36'13" W	22.91'

PARCEL  
0066-010A

11,021 SQ. FT.  
0.253 AC.

APN 282-140-021

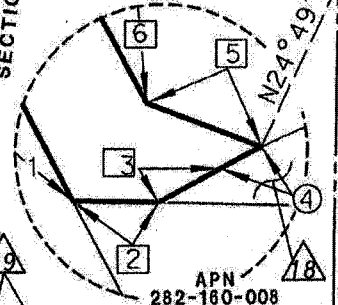
GRANT DEED  
DOC#2006-0695119  
REC. 09/20/2006

APN 283-060-014

APN 283-060-023

- 11 RIGHT-OF-WAY PER PM 63 / 55
- 12 RIGHT-OF-WAY PER INST. #1996-305503 REC. 08/14/1996
- 17 DEDICATED PER INST. #1978-146007 REC. 07/14/1978 NO ACCEPTANCE
- 18 RIGHT-OF-WAY PER INST. #1989-051263 REC. 02/17/1989
- 19 DEDICATED AND NOT ACCEPTED PER PM 53 / 32
- 20 RIGHT-OF-WAY PER PM 129 / 36 -42
- 23 RIGHT-OF-WAY PER DEED BK. 867, PGS. 30-33 REC. 07/22/1930

DETAIL "A" N.T.S.



NUMBER	RADIUS	DELTA	LENGTH	TANGENT
4	179.99'	02°56'02"	9.22'	4.61'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-010A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

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: HF/DK

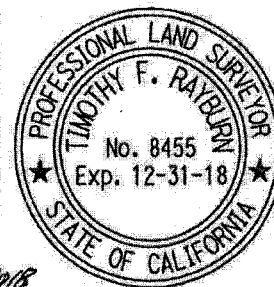
DATE: JANUARY, 2018

APPROVED BY:

*Timothy F. Rayburn*

DATE: 1/4/2018

SHEET 1 OF 1



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ATTACHMENT "3"  
Form of Easement Deed

1. A portion of APN: 282-140-021; Parcel 0066-010A in favor of the County of  
Riverside

1 PROJECT: TEMESCAL CANYON-DOS LAGOS  
2 PARCEL: 0066-010B  
3 APN: 282-140-021 (portion)  
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")  
7 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
8 State of California, ("County") and TEMESCAL-LEROY, LLC, a California limited  
9 liability company, ("Grantor"). County and Grantor are sometimes collectively referred  
10 to as "Parties."

11 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,  
12 agents and employees, and all persons under contract with the County, to enter upon  
13 and use the land of Grantor in the County of Riverside, State of California, described  
14 as a portion of Assessor's Parcel Number 282-140-021, highlighted on Attachment "1,"  
15 attached hereto ("Property"), and made a part hereof, for the purpose of constructing  
16 the Temescal Canyon-Dos Lagos Project ("Project"). The rights granted herein include  
17 the full right and authority to enter upon the temporary construction access area with  
18 machinery, trucks, tools and other equipment that is useful or necessary to construct  
19 and access the Project. County agrees there will be no storage or staging within the  
20 temporary construction access area.

21 2. AFFECTED PARCEL. The temporary construction access, used during  
22 construction of the Project, is referenced as Parcel No. 0066-010B consisting of  
23 approximately 0.156 acres or 6,795 square feet as designated on Attachment "2,"  
24 attached hereto, and made a part hereof ("TCA Area").

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
26 Eight Thousand Twenty-Seven Dollars (\$8,027.00) for the right to enter upon and use  
27 the TCA Area in accordance with the terms hereof.  
28

1           4.    TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day  
2 written notice to Grantor prior to using the rights herein granted. The rights herein  
3 granted may be exercised for eighteen (18) months from the thirty (30) day written  
4 notice, or until completion of said Project, whichever occurs later.

5           5.    If the County desires to extend the term of this Agreement, Grantor and  
6 the County shall negotiate in good faith for an extension of the terms herein until the  
7 actual completion of the Project. Upon the expiration of the term (including any  
8 extensions thereto), the rights granted by this Agreement shall automatically terminate  
9 and be of no further force and effect.

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

14          7.    REMOVAL OR DISPOSAL. Intentionally deleted.

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

16          9.    COUNTY TO PROTECT OR REPLACE. The County agrees to restore  
17 or repair any damage to the Property that results from the County's activities under this  
18 Agreement.

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

22          11. INDEMNIFICATION. The County shall indemnify, defend and hold  
23 Grantor, its agents, employees, successors and assigns harmless from any and all  
24 liability, claim, loss, lien or damage proximately caused by the County, its officers,  
25 agents, or employees and arising out of the County's activities under this Agreement.

26          12. OWNERSHIP. Grantor hereby warrants that it is the owner of the  
27 Property and that it has the right to grant County permission to enter upon and use the  
28 Property.

1           13.    ENTIRE AGREEMENT. This Agreement is the result of negotiations  
2 between the Parties hereto. This Agreement is intended by the Parties as a final  
3 expression of their understanding with respect to the matters herein and is a complete  
4 and exclusive statement of the terms and conditions thereof. This Agreement  
5 supersedes any and all other prior agreements or understandings, oral or written, in  
6 connection therewith. No provision contained herein shall be construed against the  
7 County solely because it provided or prepared this Agreement.

8           14.    MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
9 modified, or amended except upon the written consent of the parties hereto.

10          15.    SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
11 interest, shall be bound by all the terms and conditions contained in this Agreement,  
12 and all the parties thereto shall be jointly and severally liable thereunder.

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

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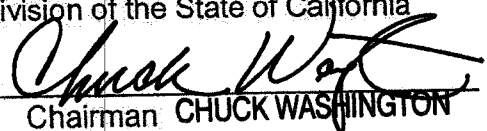


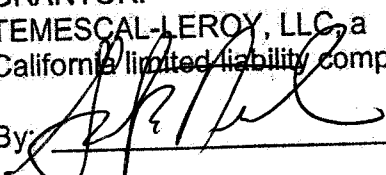
1           17. GOVERNING LAW AND VENUE. This Agreement shall be governed by  
2 the laws of the State of California. Any action at law or in equity brought by either of  
3 the Parties hereto for the purpose of enforcing a right or rights providing for by this  
4 Agreement shall be tried in a court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

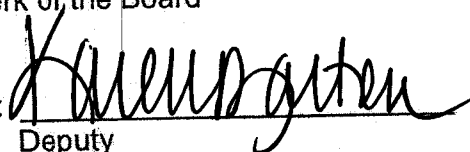
7           18. COUNTERPARTS. This Agreement may be signed in counterpart or  
8 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
9 signed original for all purposes.


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

12 Dated: MAR 27 2018

13  
14 COUNTY:  
15 COUNTY OF RIVERSIDE, a political  
16 subdivision of the State of California  
17 By:   
18 Chairman CHUCK WASHINGTON  
19 Board of Supervisors

GRANTOR:  
TEMESCAL LEROY, LLC, a  
California limited liability company  
By:   
Its: MANAGER

18 ATTEST:  
19 Kecia Harper-Ihem  
20 Clerk of the Board  
21 By:   
22 Deputy

23 APPROVED AS TO FORM:  
24 Gregory P. Priamos, County Counsel  
25 By:   
26 Deputy County Counsel

27 SV:jb/111617/461TR/19.395  
28

ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

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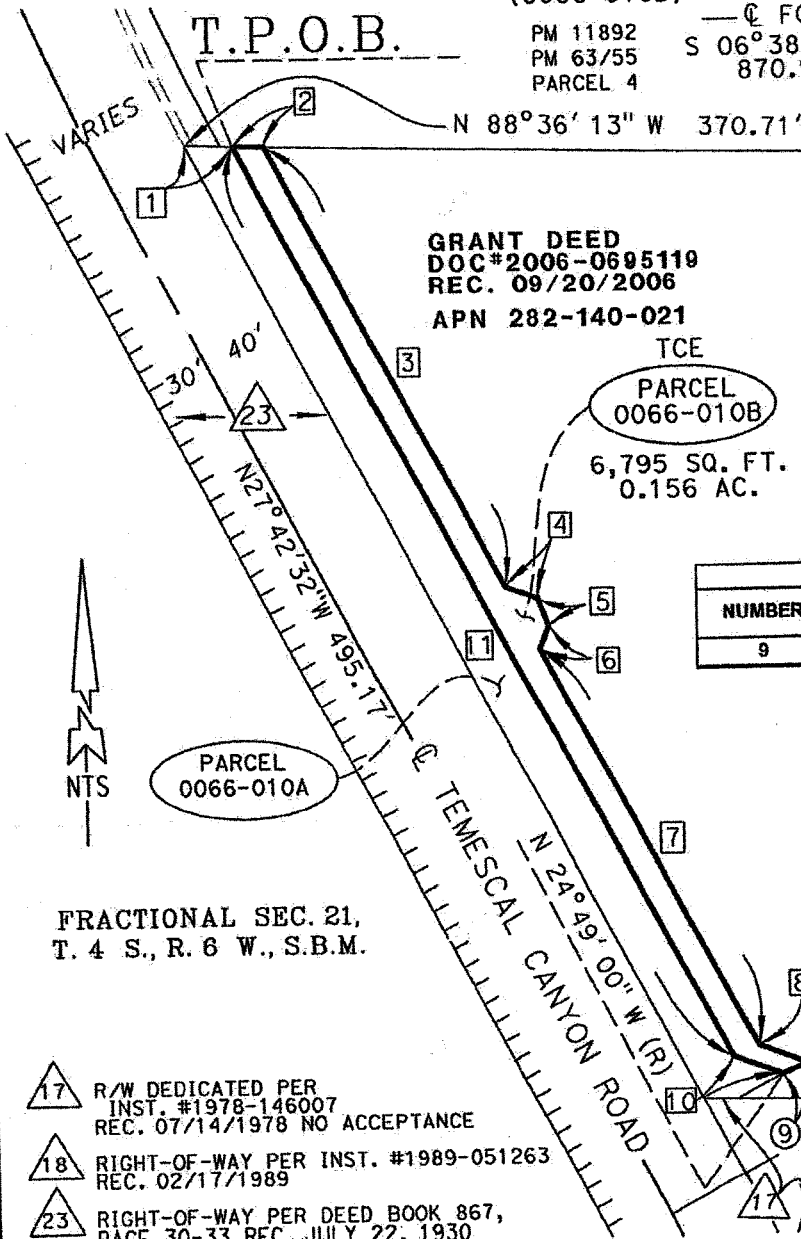
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ATTACHMENT "2"  
TEMPORARY ACCESS PLAT MAP

Parcel No. 0066-010B

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 (0066-010B)

**P.O.B.**  
 NE'LY CRNR  
 GOV'T LOT 12



**GRANT DEED**  
 DOC#2006-0695119  
 REC. 09/20/2006  
 APN 282-140-021

**TCE**  
**PARCEL**  
**0066-010B**  
 6,795 SQ. FT.  
 0.156 AC.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
1	S 88°36'13" E	22.91'
2	S 88°36'13" E	14.92'
3	S 27°59'31" E	236.17'
4	S 69°52'53" E	16.22'
5	S 20°44'50" E	14.33'
6	S 22°07'08" W	11.76'
7	S 27°59'31" E	213.96'
8	S 69°20'57" E	24.96'
10	N 69°20'57" W	24.89'
11	N 27°59'31" W	490.13'

CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	TANGENT
9	179.99'	4°10'19"	13.11'	6.56'

FRACTIONAL SEC. 21,  
 T. 4 S., R. 6 W., S.B.M.

- △17 R/W DEDICATED PER INST. #1978-146007 REC. 07/14/1978 NO ACCEPTANCE
- △18 RIGHT-OF-WAY PER INST. #1989-051263 REC. 02/17/1989
- △23 RIGHT-OF-WAY PER DEED BOOK 867, PAGE 30-33 REC. JULY 22, 1930

APN 283-060-014

SECTION 21  
 CLERROY RD  
 VARIES  
 SECTION 28

APN 282-160-008

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-010B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
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/DK	
DATE: JANUARY, 2018	APPROVED BY: <i>Timothy F. Rayburn</i>
SHEET 1 OF 1	DATE: 1/4/2018



1 PROJECT: Temescal Canyon-Dos Lagos

2 PARCEL: 0066-012A

3 APN: 282-121-009 (portion)

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and JORGE MENDOZA, a single man, ("Grantor"). County and Grantor are  
9 sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located on the west side of  
12 Temescal Canyon Road, 2 parcels north of Foster Road, within the unincorporated  
13 county area of Temescal Valley, County of Riverside, State of California, as depicted  
14 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.  
15 The real property consisting of 1.02 acres of land improved with a single-family  
16 dwelling and studio apartment, and is also known as Assessor's Parcel Number: 282-  
17 121-009 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desire to  
19 purchase a permanent easement interest ("ROW"), for the purpose of constructing the  
20 Temescal Canyon-Dos Lagos Project ("Project") as follows: an Easement Deed in  
21 favor of the County of Riverside referenced as Parcel 0066-012A and described on  
22 Attachment "2" attached hereto and made a part hereof; and

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

27  
28 MAR 27 2018 3.14



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 Seven Thousand Eight Hundred and 00/100 Dollars (\$7800.00)  
5 (the "Deposit").

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

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

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

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

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

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

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





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

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

## 25 **ARTICLE 2. MISCELLANEOUS**

26  
27 1. It is mutually understood and agreed by and between the Parties hereto  
28 that the right of possession and use of the subject property by County, including the

1 right to remove and dispose of improvements, shall commence upon the execution of  
2 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
3 payment for such possession and use.

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

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

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

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

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

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

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

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


7  
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10                   (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

3  
4 Dated: MAR 27 2018

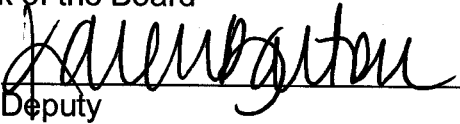
5  
6 COUNTY:  
7 COUNTY OF RIVERSIDE, a political  
8 subdivision of the State of California

GRANTOR:  
JORGE MENDOZA, a single man

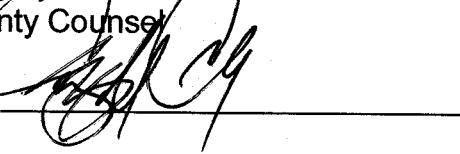
9 By:   
10 Chairman CHUCK WASHINGTON  
11 Board of Supervisors

By:   
Jorge Mendoza

12 ATTEST:  
13  
14 Kecia Harper-Ihem  
15 Clerk of the Board

16 By:   
Deputy

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

20 By:   
21 Deputy County Counsel

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24 SV:jb/011818/461TR/19.335  
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ATTACHMENT "1"  
Assessor's Plat Map

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JAN 23 2007

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY  
IS ASSUMED BY THE COUNTY OF RIVERSIDE FOR ANY PARCELS THAT MAY NOT  
COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

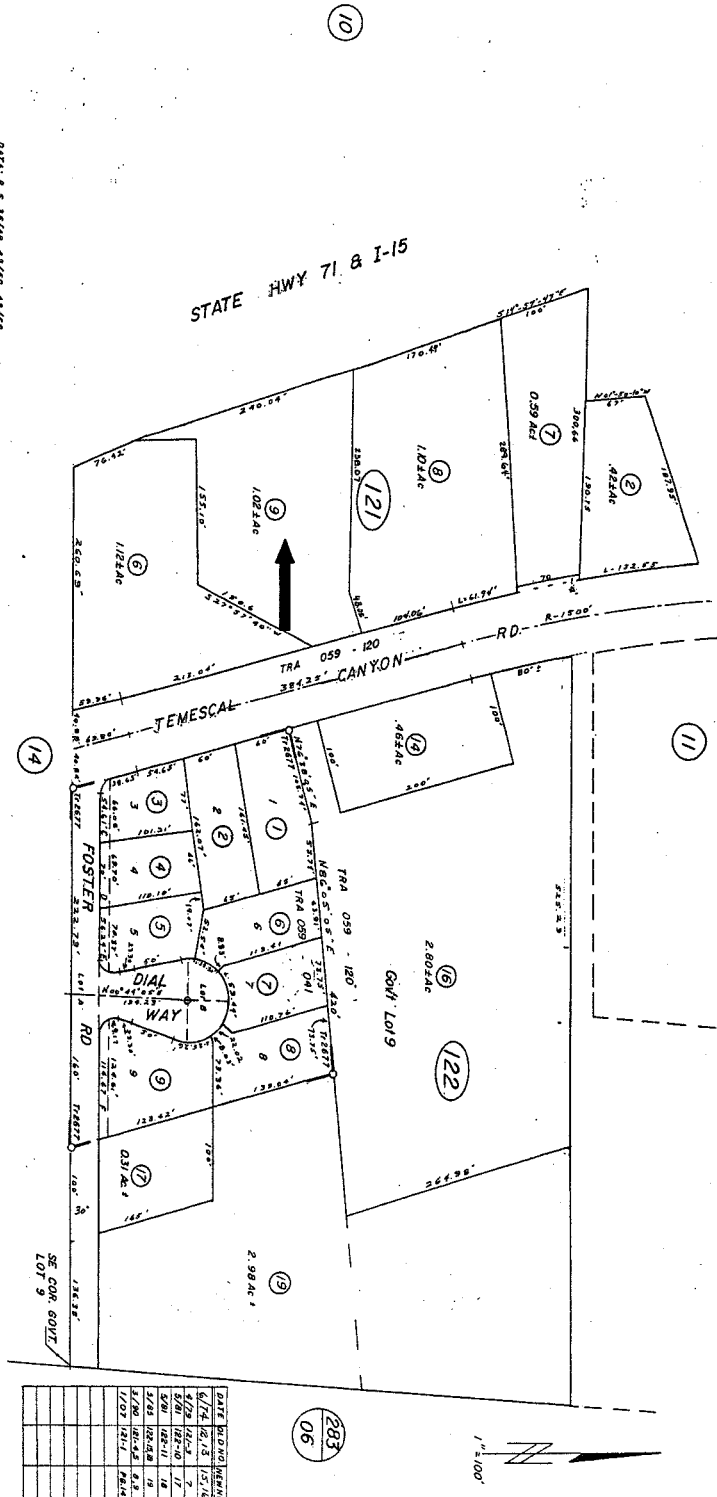
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059-041

10-35-5  
282-12

ASSESSOR'S MAP BK 282 PG 12  
RIVERSIDE COUNTY, CALIF.

DATE: A.S. 05/29, 08/20, 08/28

M.B. 49/1-2 Tract No. 2677



DATE	BY	NO.	REMARKS
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8/20/05	...	...	...
10/20/05	...	...	...
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ATTACHMENT "2"  
Parcel 0066-012A  
(Legal Description and Plat Map)



EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-012A

THAT PORTION OF GOVERNMENT LOT 9 LYING WITHIN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID LOT 9 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 68 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO SHOWN ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 989572 ON FILE AT CALTRANS DISTRICT 8 RIGHT OF WAY ENGINEERING DEPARTMENT, SAID MAP ALSO BEING ON FILE IN BOOK 205 PAGE 408 IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY;

THENCE SOUTH  $88^{\circ}36'13''$  EAST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 704.25 FEET TO THE WESTERLY LINE, BEING THE FORMER RIGHT OF WAY LINE (30.00 FOOT HALF-WIDTH) OF THAT CERTAIN RIGHT OF WAY GRANT DEED RECORDED OCTOBER 10, 1915 IN DEED BOOK 406, PAGES 397 THROUGH 402, INCLUSIVE, OFFICIAL RECORDS OF SAID RECORDER;

THENCE NORTH  $12^{\circ}32'13''$  WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 316.35 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED JANUARY 29, 1942, IN DEED BOOK 531, PAGES 224 AND 225, SAID OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH  $12^{\circ}32'13''$  WEST, A DISTANCE 31.29 FEET;

THENCE SOUTH  $61^{\circ}36'33''$  WEST, A DISTANCE OF 12.62 FEET TO THE NORTHERLY-MOST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NUMBER 2013-0163673, RECORDED APRIL 5, 2013, SAID OFFICIAL RECORDS, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (40.00 FOOT WESTERLY HALF-WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY EASEMENT DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGES 45 THROUGH 47, INCLUSIVE, SAID OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH  $12^{\circ}32'13''$  EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 67.98 FEET TO THE NORTHERLY-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED, JANUARY 4, 1977, AS INSTRUMENT NUMBER 1584, SAID OFFICIAL RECORDS, ALSO BEING THE EASTERLY-MOST CORNER OF SAID DOCUMENT NUMBER 2013-0163676;

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-012A

THENCE SOUTH 28°43'57" WEST ALONG THE SOUTHEASTERLY LINE OF SAID DOCUMENT NUMBER 2013-0163676, A DISTANCE OF 1.23 FEET;

THENCE NORTH 17°54'06" WEST, A DISTANCE OF 67.18 FEET, TO THE NORTHERLY LINE OF SAID DOCUMENT NUMBER 2013-0163676;

THENCE NORTH 61°36'33" EAST ALONG SAID NORTHERLY, A DISTANCE OF 7.37 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL CONTAINS 271 SQUARE FEET, OR 0.006 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

  
\_\_\_\_\_

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

1/4/2018  
\_\_\_\_\_

DATED:





ATTACHMENT "3"

Form of Easement Deed

1. A portion of APN: 282-121-009; Parcel 0066-012A in favor of the County of Riverside

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

**FREE RECORDING**

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

---

(Space above this line for Recorder's use)

**PROJECT: TEMESCAL CANYON-DOS LAGOS**  
**PARCEL: 0066-012A**  
**APN: 282-121-009 (PORTION)**

## **EASEMENT DEED**

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

JORGE MENDOZA, a single man

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

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-012A

THAT PORTION OF GOVERNMENT LOT 9 LYING WITHIN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID LOT 9 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 68 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO SHOWN ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NUMBER 989572 ON FILE AT CALTRANS DISTRICT 8 RIGHT OF WAY ENGINEERING DEPARTMENT, SAID MAP ALSO BEING ON FILE IN BOOK 205 PAGE 408 IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY;

THENCE SOUTH 88°36'13" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 704.25 FEET TO THE WESTERLY LINE, BEING THE FORMER RIGHT OF WAY LINE (30.00 FOOT HALF-WIDTH) OF THAT CERTAIN RIGHT OF WAY GRANT DEED RECORDED OCTOBER 10, 1915 IN DEED BOOK 406, PAGES 397 THROUGH 402, INCLUSIVE, OFFICIAL RECORDS OF SAID RECORDER;

THENCE NORTH 12°32'13" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 316.35 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED JANUARY 29, 1942, IN DEED BOOK 531, PAGES 224 AND 225, SAID OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 12°32'13" WEST, A DISTANCE 31.29 FEET;

THENCE SOUTH 61°36'33" WEST, A DISTANCE OF 12.62 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (40.00 FOOT WESTERLY HALF-WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY EASEMENT DEED RECORDED JULY 22, 1930, IN BOOK 867, PAGES 45 THROUGH 47, INCLUSIVE, SAID OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 12°32'13" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 67.98 FEET TO THE NORTHERLY-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED, JANUARY 4, 1977, AS INSTRUMENT NUMBER 1584, SAID OFFICIAL RECORDS, ALSO BEING THE EASTERLY-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 2013-0163676, RECORDED MARCH 5, 2013, SAID OFFICIAL RECORDS;

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-012A

THENCE SOUTH 28°43'57" WEST ALONG THE SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 2013-0163676, A DISTANCE OF 1.23 FEET;


THENCE NORTH 17°54'06" WEST, A DISTANCE OF 67.18 FEET, TO THE NORTHERLY LINE OF SAID INSTRUMENT NUMBER 2013-0163676;

THENCE NORTH 61°36'33" EAST ALONG SAID NORTHERLY LINE OF INSTRUMENT NUMBER 2013-0163676, A DISTANCE OF 7.37 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 271 SQUARE FEET, OR 0.006 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

PREPARED UNDER MY SUPERVISION:

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

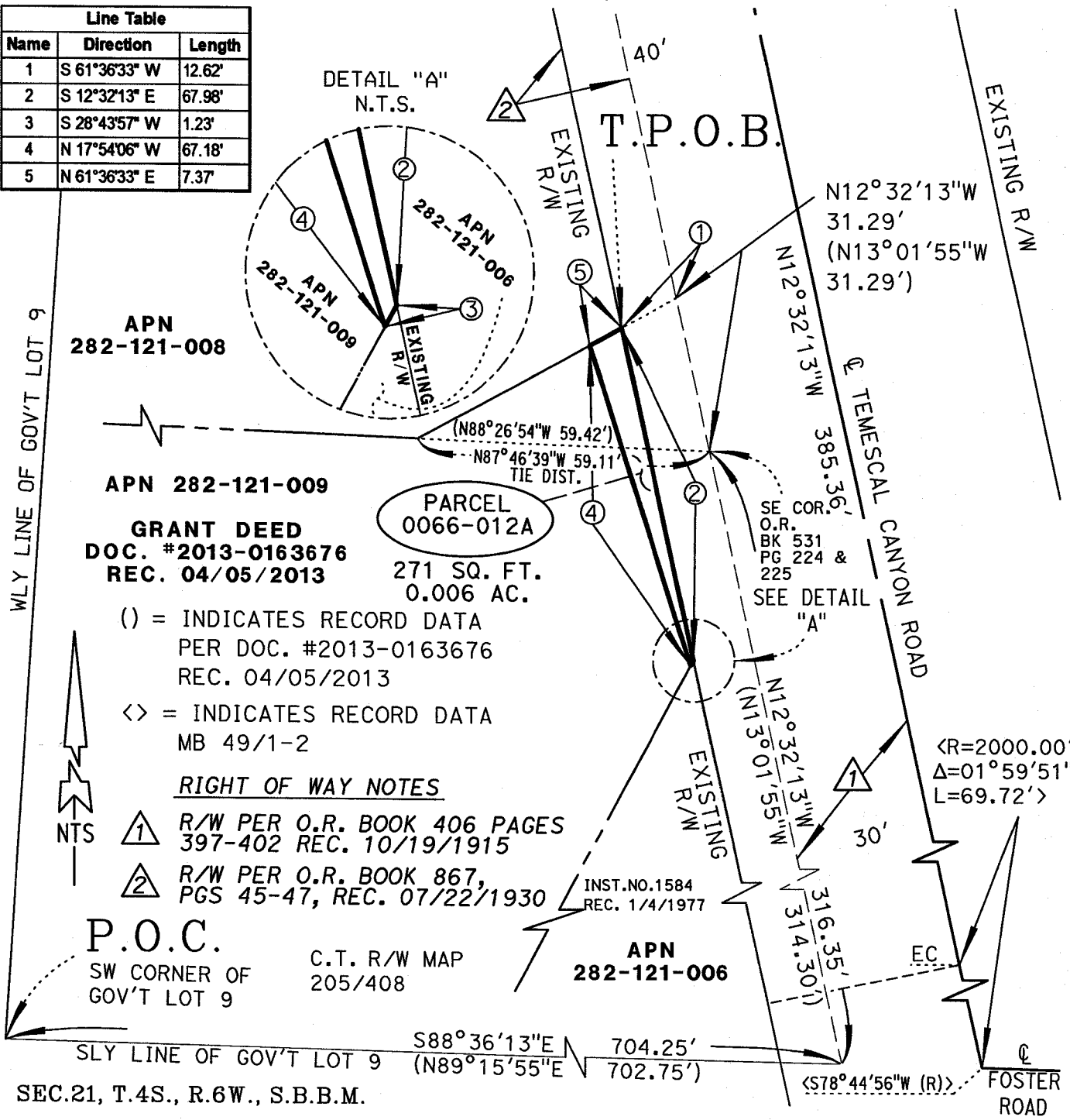
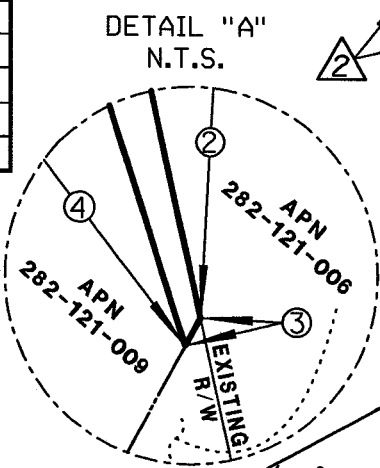
9/24/2017  
DATED:



# EXHIBIT "A"

(0066-012A)

Line Table		
Name	Direction	Length
1	S 61°36'33" W	12.62'
2	S 12°32'13" E	67.98'
3	S 28°43'57" W	1.23'
4	N 17°54'06" W	67.18'
5	N 61°36'33" E	7.37'



**APN 282-121-009**  
**GRANT DEED**  
**DOC. #2013-0163676**  
**REC. 04/05/2013**

**PARCEL**  
**0066-012A**

271 SQ. FT.  
0.006 AC.

( ) = INDICATES RECORD DATA  
 PER DOC. #2013-0163676  
 REC. 04/05/2013

<> = INDICATES RECORD DATA  
 MB 49/1-2

RIGHT OF WAY NOTES

- ① R/W PER O.R. BOOK 406 PAGES  
397-402 REC. 10/19/1915
- ② R/W PER O.R. BOOK 867,  
PGS 45-47, REC. 07/22/1930

**P.O.C.**

SW CORNER OF GOV'T LOT 9  
 C.T. R/W MAP 205/408

WLY LINE OF GOV'T LOT 9  
 SLY LINE OF GOV'T LOT 9  
 SEC.21, T.4S., R.6W., 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 1.000052527	
PCL No.: 0066-012A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
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	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: MAY, 2017	DATE: 5/24/2017
SHEET 1 OF 1	





1 PROJECT: TEMESCAL CANYON-DOS LAGOS  
2 PARCEL: 0066-012B  
3 APN: 282-121-009 (portion)  
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")  
7 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
8 State of California, ("County") and JORGE MENDOZA, a single man, ("Grantor").  
9 County and Grantor are sometimes collectively referred to as "Parties."

10 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,  
11 agents and employees, and all persons under contract with the County, to enter upon  
12 and use the land of Grantor in the County of Riverside, State of California, described  
13 as a portion of Assessor's Parcel Number 282-121-009, highlighted on Attachment "1,"  
14 attached hereto ("Property"), and made a part hereof, for the purpose of constructing  
15 the Temescal Canyon-Dos Lagos Project ("Project"). The rights granted herein include  
16 the full right and authority to enter upon the temporary construction access area with  
17 machinery, trucks, tools and other equipment that is useful or necessary to construct  
18 and access the Project. County agrees there will be no storage or staging within the  
19 temporary construction access area.

20 2. AFFECTED PARCEL. The temporary construction access, used during  
21 construction of the Project, is referenced as Parcel No. 0066-012B consisting of  
22 approximately 0.138 acres or 6,029 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 Fifteen Thousand and Ninety-Nine Dollars (\$15,099.00) for the right to enter upon and  
26 use the TCA Area in accordance with the terms hereof.

27 4. TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day  
28 written notice to Grantor prior to using the rights herein granted. The rights herein

1 granted may be exercised for eighteen (18) months from the thirty (30) day written  
2 notice, or until completion of said Project, whichever occurs later.

3 5. If the County desires to extend the term of this Agreement, Grantor and  
4 the County shall negotiate in good faith for an extension of the terms herein until the  
5 actual completion of the Project. Upon the expiration of the term (including any  
6 extensions thereto), the rights granted by this Agreement shall automatically terminate  
7 and be of no further force and effect.

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

12 7. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area  
13 includes the right to remove and dispose of 1 mature Eucalyptus tree and 1 medium  
14 Pepper tree. Payment to the Grantor for the 2 trees are included in the compensation  
15 portion of this Agreement.

16 8. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the  
17 contractor(s) for items listed in Paragraph 7 and Grantor shall directly compensate  
18 each contractor for all costs, fees, and/or expenses. The County is not responsible for  
19 any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect,  
20 and hold County, its officers, employees, successors, and assigns free and harmless  
21 from and against any and all claims, liabilities, penalties, forfeitures, losses or  
22 expenses, including without limitations, attorney's fees, whatsoever arising from or  
23 cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).

24 9. COUNTY TO PROTECT OR REPLACE. The County agrees to restore  
25 or repair any damage to the Property that results from the County's activities under this  
26 Agreement.

27 10. DEBRIS REMOVED. At the termination of the period of use of TCA Area  
28 by County, but before its relinquishment to Grantor, debris generated by County's use

1 will be removed and the surface will be graded and left in a neat condition.

2 11. INDEMNIFICATION. The County shall indemnify, defend and hold  
3 Grantor, its agents, employees, successors and assigns harmless from any and all  
4 liability, claim, loss, lien or damage proximately caused by the County, its officers,  
5 agents, or employees and arising out of the County's activities under this Agreement.

6 12. OWNERSHIP. Grantor hereby warrants that it is the owner of the  
7 Property and that it has the right to grant County permission to enter upon and use the  
8 Property.

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

16 14. MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
17 modified, or amended except upon the written consent of the parties hereto.

18 15. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
19 interest, shall be bound by all the terms and conditions contained in this Agreement,  
20 and all the parties thereto shall be jointly and severally liable thereunder.

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

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25  
26 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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28

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

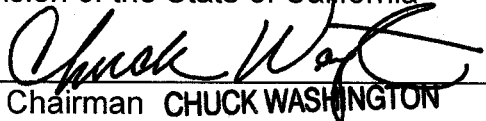
7 18. COUNTERPARTS. This Agreement may be signed in counterpart or  
8 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
9 signed original for all purposes.

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

12 Dated: MAR 27 2018

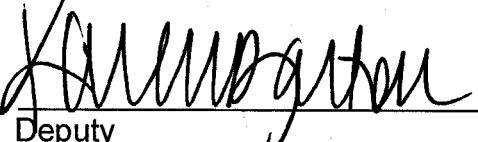
13  
14 COUNTY:  
15 COUNTY OF RIVERSIDE, a political  
16 subdivision of the State of California

GRANTOR:  
JORGE MENDOZA, a single man


17 By:   
18 Chairman CHUCK WASHINGTON  
19 Board of Supervisors

By:   
Jorge Mendoza

20 ATTEST:  
21 Kecia Harper-Ihem  
22 Clerk of the Board

By:   
Deputy

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

25 By:   
26 Deputy County Counsel

27 SV:mc/11/14/17/461TR/19.332  
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ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

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ATTACHMENT "2"  
TEMPORARY ACCESS PLAT MAP

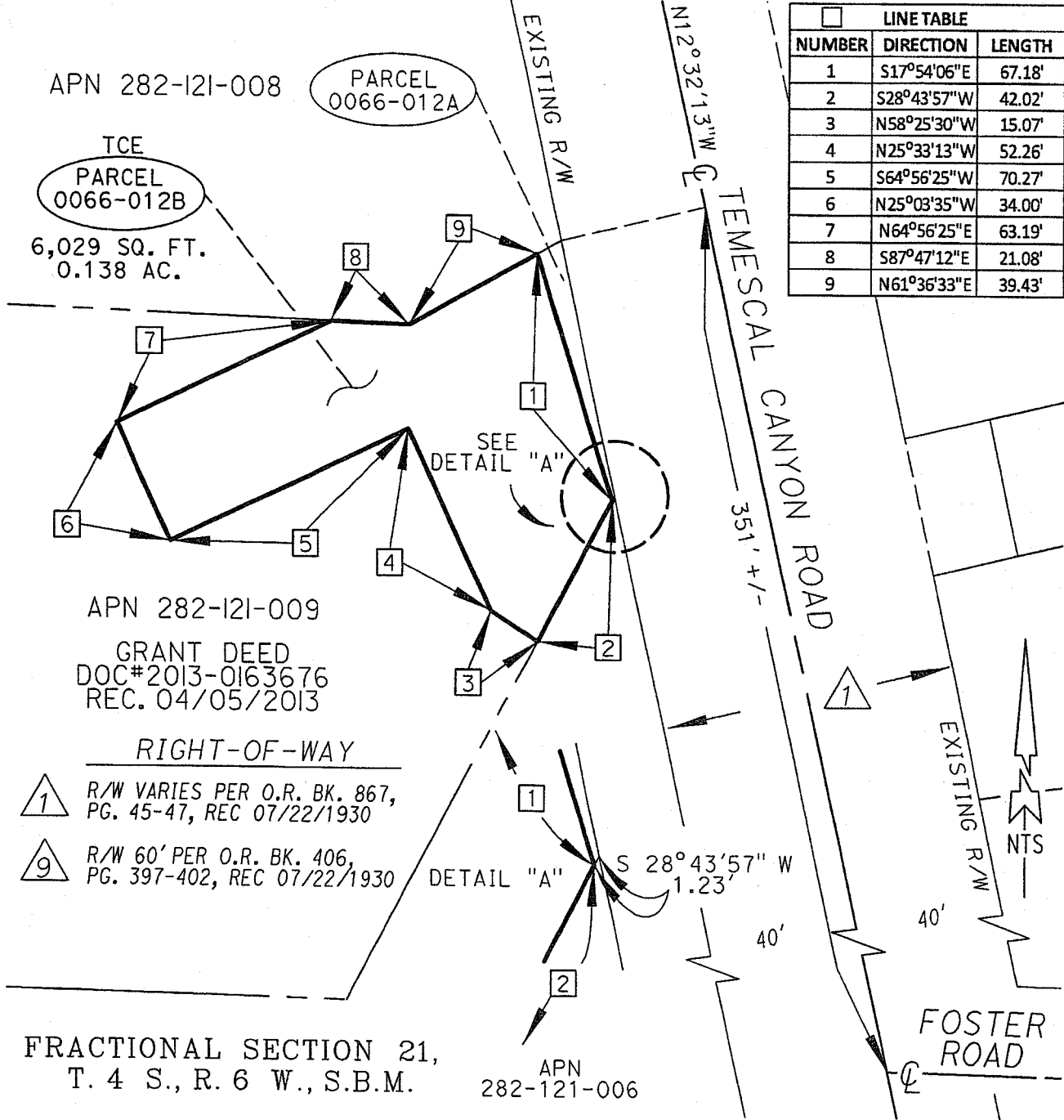
Parcel No. 0066-012B



# EXHIBIT "B"

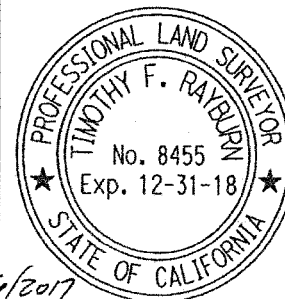
## TEMPORARY CONSTRUCTION EASEMENT (0066-012B)

LINE TABLE		
NUMBER	DIRECTION	LENGTH
1	S17°54'06"E	67.18'
2	S28°43'57"W	42.02'
3	N58°25'30"W	15.07'
4	N25°33'13"W	52.26'
5	S64°56'25"W	70.27'
6	N25°03'35"W	34.00'
7	N64°56'25"E	63.19'
8	S87°47'12"E	21.08'
9	N61°36'33"E	39.43'



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-012B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: PH	
DATE: OCTOBER, 2017	APPROVED BY: <i>Timothy F. Rayburn</i>
SHEET 1 OF 1	DATE: 10/26/2017



1 PROJECT: Temescal Canyon-Dos Lagos  
2 PARCEL: 0066-013A and 0066-013B  
3 APN: 282-121-008 (portion)  
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and JOHN SOLDAT, a single man, ("Grantor"). County and Grantor are  
9 sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located on the west side of  
12 Temescal Canyon Road, 5 parcels south of Dos Lagos Drive, within the unincorporated  
13 county area of Temescal Valley, County of Riverside, State of California, as depicted  
14 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.  
15 The real property consisting of 1.10 acres of land, and is also known as Assessor's  
16 Parcel Number: 282-121-008 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desire to  
18 purchase permanent easement interests ("ROW"), for the purpose of constructing the  
19 Temescal Canyon-Dos Lagos Project ("Project") as follows: an Easement Deed for  
20 road purposes in favor of the County of Riverside referenced as Parcel No. 0066-013A  
21 and an Easement Deed for drainage purposes in favor of the County of Riverside  
22 referenced as Parcel No. 0066-013B, both described on Attachment "2" attached  
23 hereto and made a part hereof; and

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

28 MAR 27 2018 3.14

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

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

6   **ARTICLE 1. AGREEMENT**

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

9           2.    Consideration. For good and valuable consideration, Grantor agrees to  
10 sell and convey to the County, and the County agrees to purchase from Grantor all of  
11 the Right-of-Way Property described herein, under the terms and conditions set forth in  
12 this Agreement. The full consideration for the Right-of-Way Property consists of the  
13 purchase price amount for the real property interest to be acquired by the County and  
14 the consideration for the removal of site improvements ("Purchase Price"). The  
15 Purchase Price in the amount of Thirty-Five Thousand Five Hundred Sixty Three and  
16 00/100 Dollars (\$35,563.00) 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 Thirty-Five Thousand Five Hundred Sixty Three and 00/100  
7 Dollars (\$35,563.00) (the "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 document into Escrow  
22 for recordation in the Official Records of the County Recorder of Riverside County  
23 ("Official Records") upon Close of Escrow:

24 a. The two (2) easement deeds executed, acknowledged  
25 and delivered to Yolanda King, Real Property Agent for the County or to Escrow  
26 Holder, substantially in the forms attached hereto as Attachment "3," (Deeds) granting  
27 the portion of the Property, subject to the following:

28

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 a. 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 b. 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. Payment to Grantor for 25 square feet of wire fencing and mature  
23 Eucalyptus tree are included in the Purchase Price.

24 4. Grantor Responsibilities.

25 A. Execute and acknowledge an Easement Deed for road and utility  
26 purposes in favor of the County of Riverside dated \_\_\_\_\_ identified as Parcel  
27 Number 0066-013A and Easement Deed for drainage purposes in favor of the County  
28

1 of Riverside dated \_\_\_\_\_ Identified as Parcel Number 0066-013B and deliver both  
2 deeds to Yolanda King, Real Property Agent for the County or to the Escrow Holder.

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

23 C. Grantor shall be obligated hereunder to include without limitation,  
24 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
25 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation  
26 and implementation of any closure, remedial action, or other required plans in  
27 connection therewith, and such obligation shall continue under the parcel has been  
28

1 rendered in compliance with applicable federal, state, and local laws, statutes,  
2 ordinances, regulations, and rules.

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.

10  
11                           (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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

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


6  
7 Dated:           **MAR 27 2018**          

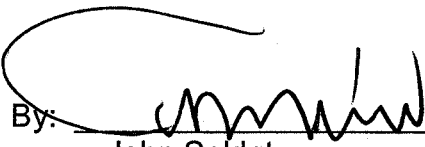
8  
9 COUNTY:

GRANTOR:

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

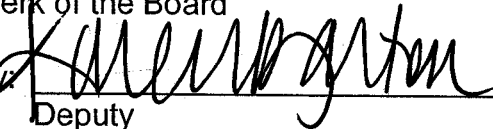
JOHN SOLDAT, a single man

12 By:   
13 Chairman **CHUCK WASHINGTON**  
14 Board of Supervisors

By:   
John Soldat

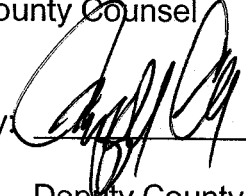
15 ATTEST:

16 Kecia Harper-Ihem  
17 Clerk of the Board

18 By:   
Deputy

19  
20 APPROVED AS TO FORM:

21 Gregory P. Priamos  
22 County Counsel

23 By:   
24 Deputy County Counsel

25  
26  
27 SV:ra/021518/461TR/19.343  
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ATTACHMENT "1"  
Assessor's Plat Map

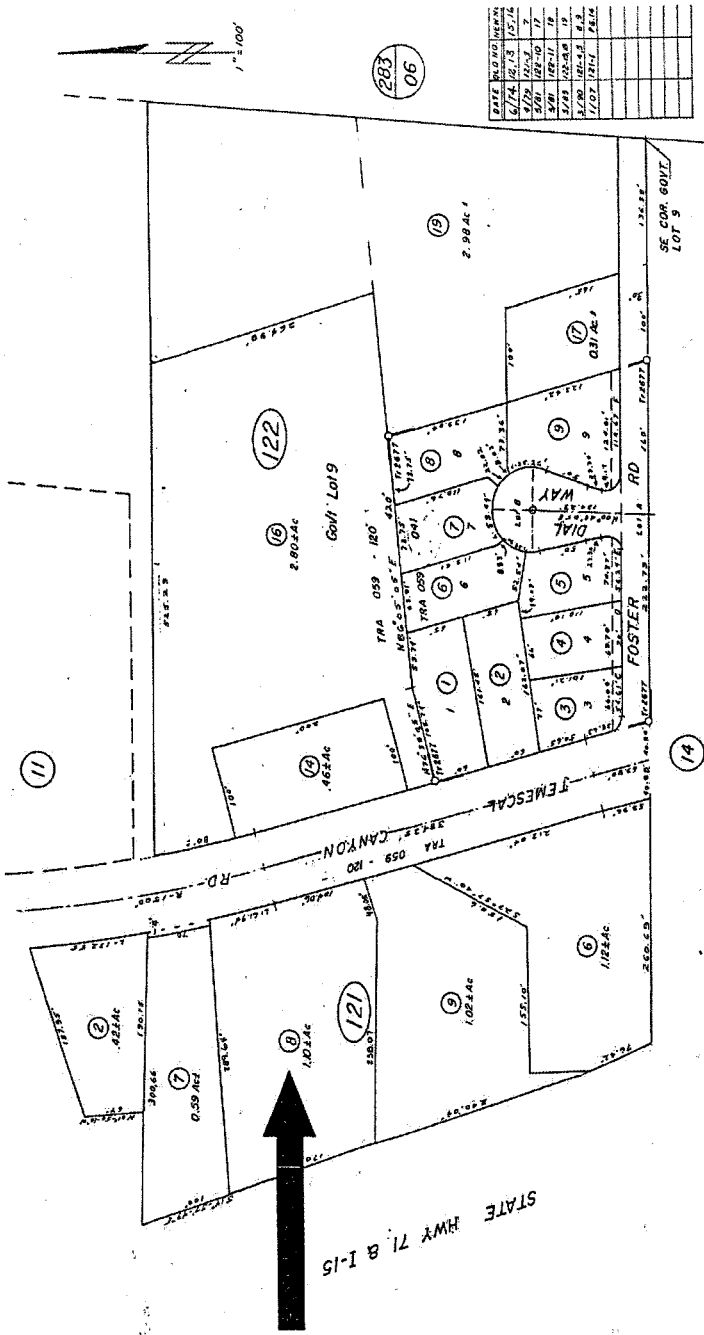
10-35-9  
282-12

T.R. A. 059-120  
059-041

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF SHOWN PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

JAN 25 2007



DATE	BY	REVISION
6/7/04	12/13	12/14
5/07	10/10	17
3/01	10/11	19
3/13	12/08	19
3/20	10/05	18, 2
1/07	12/11	28, 2

M.B. 49/1-2 Tract No. 2677

DATA: M.S. 35/10, 41/10, 42/10

ASSESSOR'S MAP BK 282 PG 12  
RIVERSIDE COUNTY, CALIF.

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ATTACHMENT "2"  
Parcel 0066-013A  
(Legal Description and Plat Map)  
And  
Parcel 0066-013B  
(Legal Description and Plat Map)