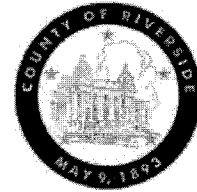


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.11
(ID # 6526)

MEETING DATE:

Tuesday, May 8, 2018

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

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND
MANAGEMENT AGENCY (TLMA) TRANSPORTATION DEPARTMENT: Approval
of Right of Way Acquisition Agreement for a portion of Assessor's Parcel Number
666-170-001, for the North Indian Canyon Drive Road Widening Project in the
Palm Springs Area, CEQA Finding of Nothing Further is Required; Districts 4 & 5;
[\$54,200 Total] Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required for the acquisition of the permanent easement interest by the County as it has been adequately analyzed in the Final Initial Study with Mitigated Negative Declaration and Mitigation Monitoring and Report Program Findings, adopted by the Board on January 9, 2018 for the North Indian Canyon Drive Road Widening Project;
2. Approve the attached Right of Way Acquisition between the County of Riverside and GPM Global Properties, LLC, for a permanent road easement identified as Parcel No. 0089-003A, located within a portion of Assessor's Parcel Number 666-170-001 and authorize the Chairman of the Board to execute the agreement on behalf of the County;

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD

3/28/2018

Patricia Romo, Director of Transportation

4/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 8, 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**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Assistant County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete the transaction;
4. Authorize and allocate the amount of \$44,300 for the permanent road easement to Parcel No. 0089-003A located within a portion of Assessor's Parcel Number 666-170-001; and
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$9,900 for due diligence and staff expenses.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 54,200	\$ 0	\$ 54,200	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (CVAG) – 100%			Budget Adjustment:	No
			For Fiscal Year:	2017/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, in coordination with the Cities of Palm Springs and Desert Hot Springs and the Coachella Valley Association of Governments (CVAG), is proposing to widen and resurface North Indian Canyon Drive between 20th Ave and Dillon Road to 4 lanes, widen the shoulders, and install a new traffic signal at the intersection of North Indian Canyon Drive and Dillon Road. See Exhibit A for Vicinity Map.

North Indian Canyon Drive is a major north/south roadway that provides connectivity to Interstate 10 and State Route 62 in the Cities and communities near Palm Springs and Desert Hot Springs. The proposed North Indian Canyon Drive Road Widening Project will greatly improve traffic conditions, reduce delay, and accommodate future growth in the region.

On January 9, 2018, the Board approved MO 3.32 and adopted the Final Initial Study with Mitigated Negative Declaration and approved the North Indian Canyon Drive Road Widening Project. The County has determined that the proposed Project will not have a significant level through the incorporation of mitigation measures.

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

The Economic Development Agency-Real Estate Division (EDA-RE) has negotiated the acquisition of a permanent road easement in the amount of \$44,300 for a portion of Assessor's Parcel Number 666-170-001 from GPM Global Properties, LLC (GPM). There are costs of \$9,900 associated with this transaction which includes estimated title and escrow charges, Preliminary Title Report, county appraisal, and EDA Real Property staff time.

GPM executed an Easement Deed for road purposes (Parcel 0089-003A) in favor of the County of Riverside.

Impact on Residents and Businesses

The proposed North Indian Canyon Drive Road Widening Project will greatly improve traffic conditions, reduce delay, and accommodate future growth in the region.

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 666-170-001.

Right of Way Acquisition identified as Parcel No. 0089-003A, located within a portion of APN: 666-170-001	\$44,300
Preliminary Title Report	400
County Appraisal Cost	3,500
EDA Real Property Staff Time	6,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$54,200

The transaction costs in the amount of \$9,900 included staff time to allow for the coordination and preparation of necessary documents to complete the transaction. No net County costs will be incurred as a result of this transaction. The charges are estimated only and only the actual amounts will be charged to the Project.

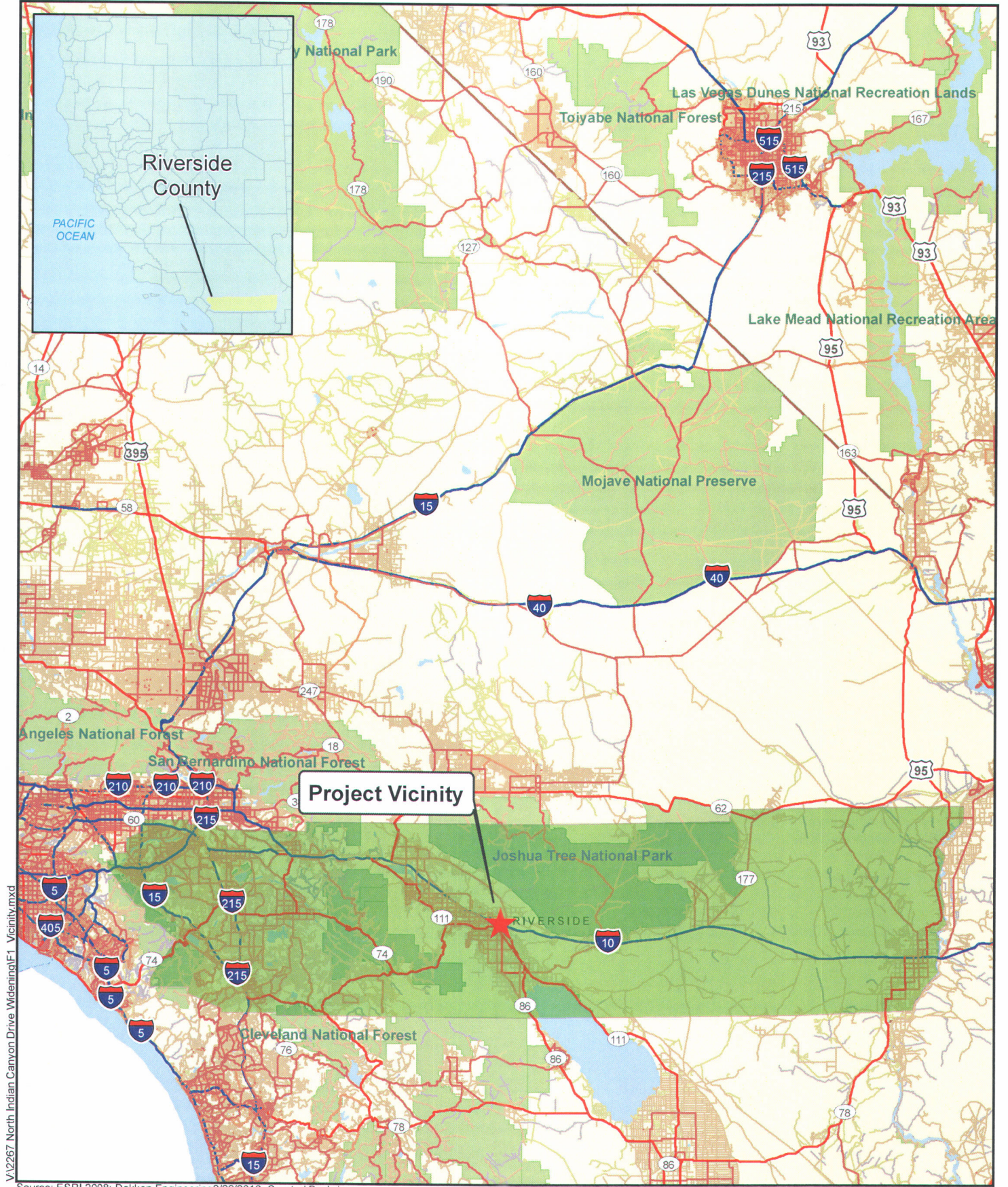
Attachments:

- Exhibit A – Vicinity Map
- (3) Right of Way Acquisition Agreements for Parcel No. 0089-003A

RF:PR:HM:VY:DD:tg 463TR 19.705 13792
Transportation Work Order No. WO C6-0089
Minute Traq ID 6526


Nehini Basma, Principal Management Analyst 4/30/2018


Gregory L. Priamos, Director County Counsel 4/19/2018



V:\2267 North Indian Canyon Drive Widening\F1 Vicinity.mxd

Source: ESRI 2008; Dokken Engineering 8/29/2016; Created By: briann



FIGURE 1
Project Vicinity

North Indian Canyon Drive Widening Project
Riverside County, California

1 PROJECT: North Indian Canyon Drive Road Widening
2 Project

3 PARCEL: 0089-003A

4 APN: 666-170-001 (portion)

5
6 **RIGHT OF WAY ACQUISITION AGREEMENT**

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
9 ("County"), and GPM GLOBAL PROPERTIES, LLC, ("Grantor"). County and Grantor
10 are sometimes collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at the Northeast
13 quadrant of North Indian Canyon Drive and Dillon Road in the County of Riverside,
14 State of California, as depicted on the Plat Map identified as Attachment "1," attached
15 hereto and made a part hereof. The real property consisting of 12.5 acres of land and
16 is also known as Assessor's Parcel Number: 666-170-001 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desire to
18 purchase a permanent easement interest ("ROW"), for the purpose of constructing the
19 North Indian Canyon Drive Road Widening Project ("Project") as follows: an Easement
20 Deed in favor of the County of Riverside referenced as Parcel 0089-003A and
21 described on Attachment "2" attached hereto and made a part hereof, pursuant to the
22 terms and conditions set forth herein; and

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

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

28
MAY 08 2018 3.11

1 **ARTICLE 1. AGREEMENT**

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

4 2. Consideration. For good and valuable consideration, Grantor agrees to
5 sell and convey to the County, and the County agrees to purchase from Grantor all of
6 the Right-of-Way Property described herein, under the terms and conditions set forth in
7 this Agreement. The full consideration for the Right-of-Way Property consists of the
8 purchase price amount for the real property interest to be acquired by the County
9 ("Purchase Price"). The Purchase Price in the amount of Forty-Four Thousand Three
10 Hundred and 00/100 Dollars (\$44,300) is to be distributed to Grantor in accordance
11 with this Agreement.

12 3. County Responsibilities:

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

24 B. Upon the opening of Escrow, the County shall deposit the
25 Consideration as follows:

26 i. Purchase Price. Deposit into Escrow the Purchase
27 Price in the amount of Forty-Four Thousand Three Hundred and 00/100 (\$44,300) (the
28 "Deposit").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 4. Grantor Responsibilities.

18 A. Execute and acknowledge an Easement Deed in favor of the
19 County for permanent road easement purposes dated 5/8/18 identified as Parcel
20 Number 0089-003A and deliver deed to Daniel Dickson, Real Property Agent III for the
21 County or to the Escrow Holder.

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

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

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

21 22 23 24 **Article II. MISCELLANEOUS**

25 1. It is mutually understood and agreed by and between the Parties hereto
26 that the right of possession and use of the subject property by County, including the
27 right to remove and dispose of improvements, shall commence upon the execution of
28

1 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
2 payment for such possession and use.

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

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

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

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

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

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

28

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

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

10
11 Dated: MAY 08 2018

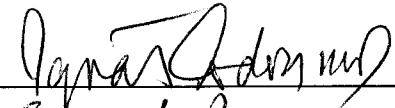
12 COUNTY:

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

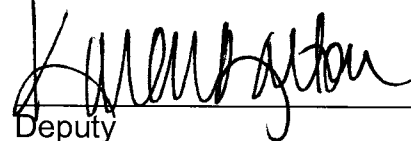
15 By: 
16 Chairman CHUCK WASHINGTON
17 Board of Supervisors

GRANTOR:

GPM Global Properties, LLC

15 By: 
16 Its: General Partner

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

23 By: 
24 Deputy

25 APPROVED AS TO FORM:
26 Gregory P. Priamos
27 County Counsel

28 By: 
Deputy County Counsel

DD:jb/010518/463TR/19.634

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT "1"
Assessor's Plat Map

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

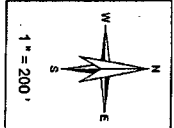
SEP 29 2011

S 1/2, NW 1/4, SEC. 11, T.3S., R.4E.

T.R.A. 061-059

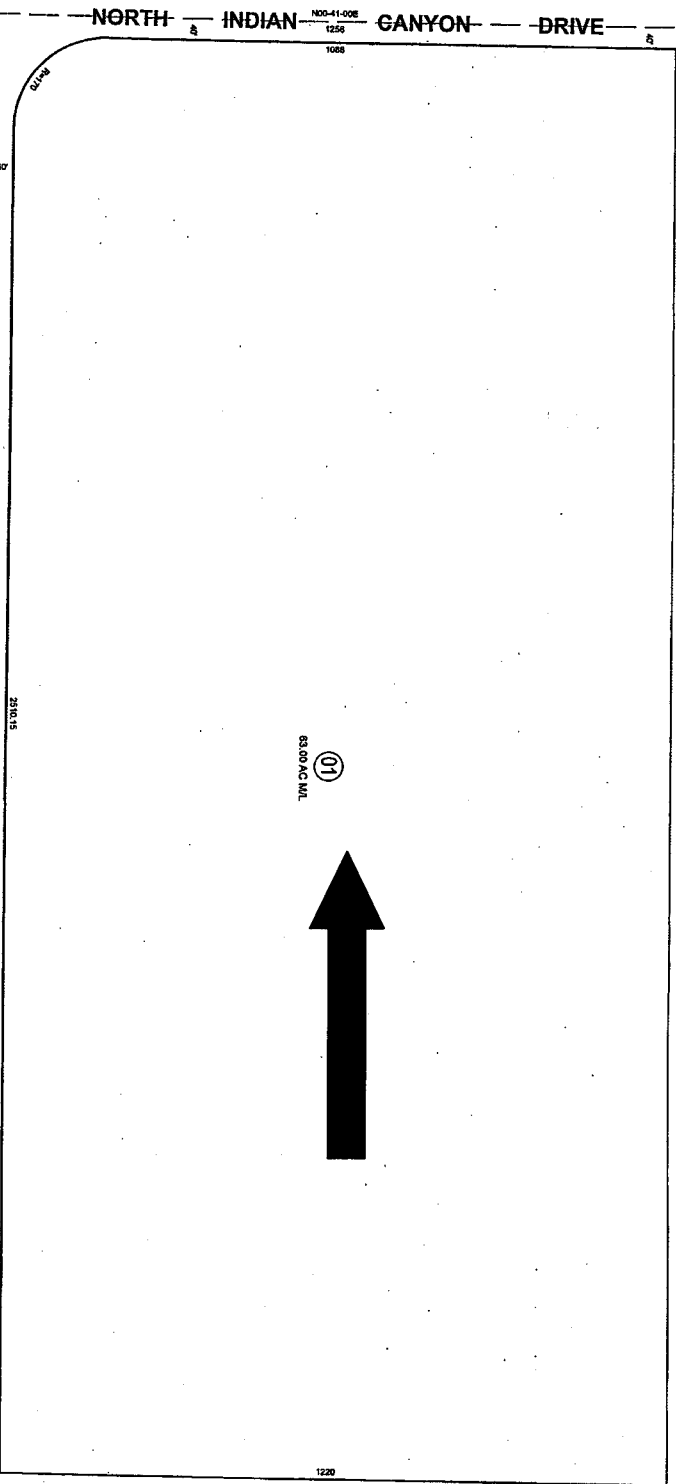
666-17

24-39-9



Legend

- Lot Line
- Right-of-Way
- Old Lot Line
- Reference B.O.W.
- Other Easements
- Lease Area
- Subdivision T.C. Mark



Pg 10	Pg 16	Pg 16
Pg 11		Pg 16
Pg 14	Pg 20	Pg 22
		Pg 28

Data:
 G.L.O. PLAT: RS 1027, 1428,
 CO. RD. DEPT. PLAT (606 V)

ASSESSOR'S MAP BK666 PG. 17
 Riverside County Calif.



Aug 2011

ATTACHMENT "2"
Legal Description and Plat Map

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"
LEGAL DESCRIPTION
0089-003A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED APRIL 22, 2005 AS DOCUMENT NUMBER 2005-0316738, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 11, BEING THE INTERSECTION OF THE CENTERLINE OF NORTH INDIAN CANYON DRIVE, (40.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF DILLON ROAD (40.00 FOOT NORTHERLY HALF-WIDTH), BOTH AS DESCRIBED BY EASEMENT DEED RECORDED APRIL 25, 1933 IN BOOK 121, PAGE 357, SAID OFFICIAL RECORDS;

THENCE NORTH 89°56'27" EAST ALONG THE EAST-WEST CENTER OF SECTION LINE FOR SAID SECTION 11, BEING SAID CENTERLINE OF DILLON ROAD, A DISTANCE OF 791.48 FEET;

THENCE NORTH 00°03'33" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°56'27" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 578.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 169.99 FEET;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 28°04'23", AN ARC DISTANCE OF 83.29 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT, 60.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLE TO, SAID CENTERLINE OF DILLON ROAD;

THENCE NORTH 89°56'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 658.00 FEET;

THENCE SOUTH 00°03'33" EAST, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 12,640 SQUARE FEET, OR 0.290 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 1.000026580 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

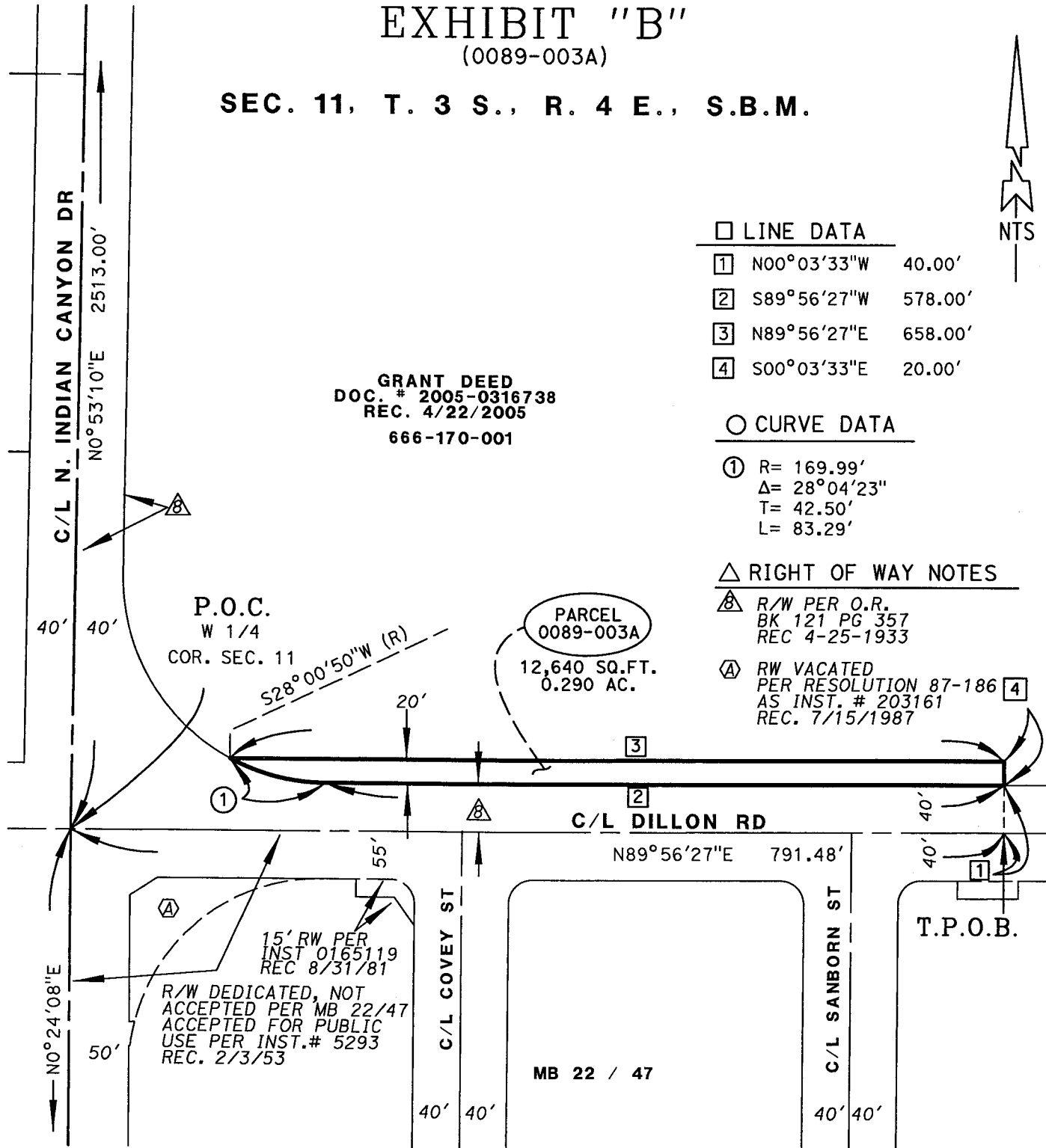
10/31/2017
DATED:



EXHIBIT "B"

(0089-003A)

SEC. 11, T. 3 S., R. 4 E., S.B.M.



- LINE DATA
- 1** N00°03'33"W 40.00'
 - 2** S89°56'27"W 578.00'
 - 3** N89°56'27"E 658.00'
 - 4** S00°03'33"E 20.00'
- CURVE DATA
- 1** R= 169.99'
 Δ= 28°04'23"
 T= 42.50'
 L= 83.29'

- RIGHT OF WAY NOTES
- Δ** R/W PER O.R. BK 121 PG 357 REC 4-25-1933
 - Δ** RW VACATED PER RESOLUTION 87-186 AS INST. # 203161 REC. 7/15/1987

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000026580

PCL No.: 0089-003A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0089	
SCALE: NTS	PROJECT: NORTH INDIAN CANYON DRIVE WIDENING
PREPARED BY: H. FINN	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
DATE: OCTOBER, 2017	APPROVED BY: <i>Timothy F. Rayburn</i>
SHEET 1 OF 1	DATE: 10/31/2017



ATTACHMENT "3"

Easement Deed

A portion of APN: 666-170-001: Parcel Number 0089-003A in favor of the County of
Riverside

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

DD:jb/010518/463TR/19.635

(Space above this line for Recorder's use)

PROJECT: North Indian Canyon Drive
Road Widening Project
PARCEL: 0089-003A
APN: 666-170-001 (portion)

EASEMENT DEED

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

GPM Global Properties, LLC

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: North Indian Canyon Drive Road Widening Project
PARCEL: 0089-003A
APN: 666-170-001 (portion)

Dated: _____

GRANTOR:
GPM Global Properties, LLC

By: _____

Its: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal:

Signature _____

Place Notary Seal Above

EXHIBIT "A"
LEGAL DESCRIPTION
0089-003A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED APRIL 22, 2005 AS DOCUMENT NUMBER 2005-0316738, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 11, BEING THE INTERSECTION OF THE CENTERLINE OF NORTH INDIAN CANYON DRIVE, (40.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF DILLON ROAD (40.00 FOOT NORTHERLY HALF-WIDTH), BOTH AS DESCRIBED BY EASEMENT DEED RECORDED APRIL 25, 1933 IN BOOK 121, PAGE 357, SAID OFFICIAL RECORDS;

THENCE NORTH 89°56'27" EAST ALONG THE EAST-WEST CENTER OF SECTION LINE FOR SAID SECTION 11, BEING SAID CENTERLINE OF DILLON ROAD, A DISTANCE OF 791.48 FEET;

THENCE NORTH 00°03'33" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°56'27" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 578.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 169.99 FEET;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 28°04'23", AN ARC DISTANCE OF 83.29 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT, 60.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLE TO, SAID CENTERLINE OF DILLON ROAD;

THENCE NORTH 89°56'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 658.00 FEET;

THENCE SOUTH 00°03'33" EAST, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 12,640 SQUARE FEET, OR 0.290 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 1.000026580 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

10/31/2017
DATED:



EXHIBIT "B"

(0089-003A)

SEC. 11, T. 3 S., R. 4 E., S.B.M.



LINE DATA

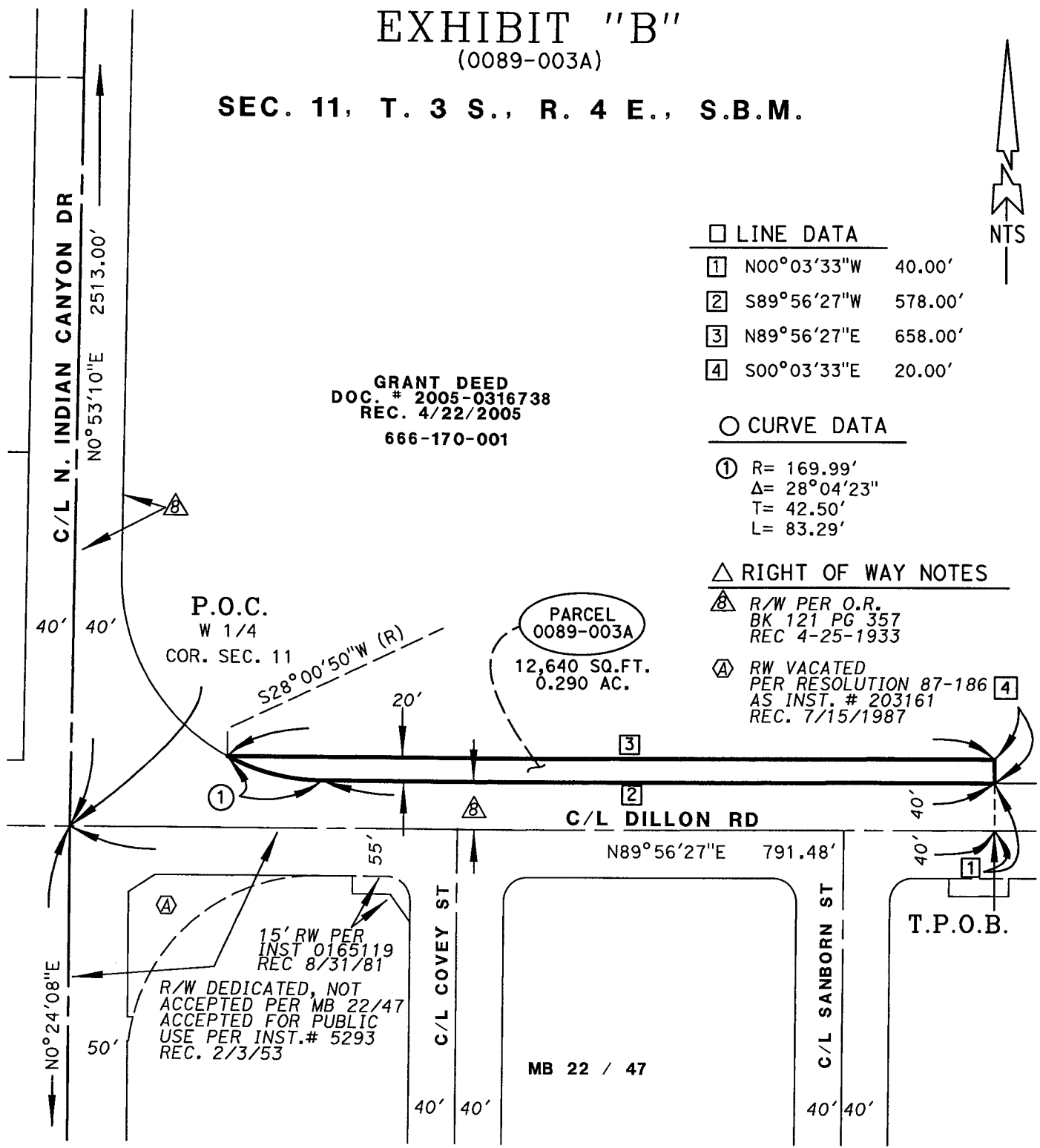
- 1 N00°03'33"W 40.00'
- 2 S89°56'27"W 578.00'
- 3 N89°56'27"E 658.00'
- 4 S00°03'33"E 20.00'

CURVE DATA

- 1 R= 169.99'
Δ= 28°04'23"
T= 42.50'
L= 83.29'

RIGHT OF WAY NOTES

- A R/W PER O.R.
BK 121 PG 357
REC 4-25-1933
- A RW VACATED
PER RESOLUTION 87-186
AS INST. # 203161
REC. 7/15/1987



GRANT DEED
DOC. # 2005-0316738
REC. 4/22/2005
666-170-001

PARCEL
0089-003A
12,640 SQ.FT.
0.290 AC.

P.O.C.
W 1/4
COR. SEC. 11

C/L DILLON RD

MB 22 / 47

15' RW PER
INST. 0165119
REC 8/31/81

R/W DEDICATED, NOT
ACCEPTED PER MB 22/47
ACCEPTED FOR PUBLIC
USE PER INST. # 5293
REC. 2/3/53

T.P.O.B.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000026580

PCL No.: 0089-003A
WO No.: C6-0089
SCALE: NTS
PREPARED BY: H. FINN
DATE: OCTOBER, 2017
SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: NORTH INDIAN CANYON DRIVE 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: 10/31/2017



PROJECT: North Indian Canyon Drive Road Widening Project
PARCEL: 0089-003A
APN: 666-170-001 (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 GPM GLOBAL PROPERTIES, LLC, 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 subject to improvements in accordance with County standards, 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