

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



ITEM  
3.17  
(ID # 6849)

**MEETING DATE:**

Tuesday, June 19, 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  
666-370-026, for the North Indian Canyon Drive Road Widening Project in the  
Palm Springs and Desert Hot Springs Area, CEQA Finding of Nothing Further is  
Required; District 4 and District 5; [\$46,235 Total] Local Funds 100%

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) 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 Reporting Program findings, adopted by the Board on January 9, 2018, for the North Indian Canyon Drive Road Widening Project;

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/ECD

6/5/2018

Patricia Romo, Director of Transportation

6/7/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: June 19, 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:

2. Approve the attached Right of Way Acquisition between the County of Riverside and FARZANEH ROMAN, Trustee of the Farzaneh Roman Living Trust dated March 20, 2007, as to 26% interest; DON KRONBERG and BRENDA KRONBERG, Trustees of the Kronsberg Family Trust dated February 28, 1983, as to 20% interest; MARGO ROSEN, Trustee of the Margo Rosen Trust dated July 14, 1993, as to 20% Interest; MARY ANN THEISEN, Trustee of the Waybreen Trust dated October 10, 1994, as to 15% interest; MIKE METZ and SUSAN KENNINGTON, Co-Trustees, Haskell Metz Estate as to 15% Interest; GREGORY ROMAN as to 4% interest, ALL AS TENANTS IN COMMON, and referred to as (Owners), for a permanent road easement identified as Parcel No. 0089-001A, located within a portion of Assessor's Parcel Number 666-370-026 and authorize the Chairman of the Board to execute the agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/ECD, or his designee, to execute any other documents and administer all actions necessary to complete the transaction;
4. Authorize and allocate the amount of \$32,625 to acquire the permanent road easement to Parcel No. 0089-001A located within a portion of Assessor's Parcel Number 666-370-026; and
5. Ratify and authorize reimbursement to EDA-Real Estate in the amount not-to-exceed \$13,610 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>   | \$46,235                    | \$0                      | \$46,235                        | \$0                 |
| <b>NET COUNTY COST</b>  | \$0                         | \$0                      | \$0                             | \$0                 |
| <b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee (CVAG) - 100% |                             |                          | <b>Budget Adjustment:</b> No    |                     |
|   |                             |                          | <b>For Fiscal Year:</b> 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 20<sup>th</sup> 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.

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

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 mitigation monitoring and Reporting Program (Documents) and approved the North Indian Canyon Drive Road Widening Project. The County has determined that the proposed Project will not have a significant effect on the environment because potential effects would be mitigated to a less than significant level through the incorporation of mitigation measures.

The Economic Development Agency-Real Estate Division (EDA-RE) has negotiated the acquisition of a permanent road easement in the amount of \$32,625 for a portion of Assessor's Parcel Number 666-370-026 from Owners. There are costs of \$13,610 associated with this transaction which includes estimated title and escrow charges, Preliminary Title Report, county appraisal, and EDA Real Property staff time.

Acquisition of the easement interest in real property is an implementing action in furtherance of the North Indian Canyon Drive Road Widening Project and is consistent with the characteristics evaluated in the Documents. Nothing further is required because all potentially significant effects have been adequately addressed in the Documents.

Owners executed an Easement Deed for road purposes (Parcel 0089-001A) in favor of the County of Riverside.

The Right of Way Acquisition Agreement has been reviewed and approved by County Counsel as to legal form.

**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 666-370-026.

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

|   |          |
|---|----------|
| Right of Way Acquisition identified as Parcel No. 0089-001A, located within a portion of APN: 666-370-026 | \$32,625 |
| Preliminary Title Report  | \$ 400   |
| County Appraisal Cost   | \$ 5,210 |
| EDA Real Property Staff Time  | \$ 8,000 |
| Total Estimated Acquisition Costs (Not-to-Exceed)   | \$46,235 |

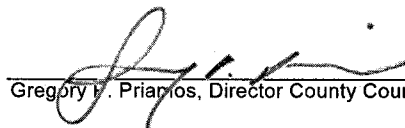
The transaction costs in the amount of \$13,610 included staff time to allow for the coordination and preparation of necessary documents to complete the transaction. No net County costs will be incurred as a result of this transaction. The charges are estimated only and only actual amounts will be charged to the Project.

Attachments:

- Exhibit A - Vicinity Map
- (3) Right of Way Acquisition Agreements for Parcel No. 0089-001A

RF:PR:HM:VY:DD:mc 463TR 19.817 13827  
Transportation Work Order No. WO C6-0089 Minute Traq ID 6849

  
Rohini Dasika, Principal Management Analyst 6/11/2018

  
Gregory V. Priarios, Director County Counsel 6/7/2018

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PROJECT: North Indian Canyon Drive Road Widening  
Project  
PARCEL: 0089-001A  
APN: 666-370-026 (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 **FARZANEH ROMAN, Trustee of the Farzaneh Roman Living Trust dated March 20, 2007, as to 26% interest; DON KRONSBURG and BRENDA KRONSBURG, Trustees of the Kronsberg Family Trust dated February 28, 1983 as to 20% interest; MARGO ROSEN, Trustee of the Margo Rosen Trust dated July 14, 1993, as to 20% Interest; MARY ANN THEISEN, Trustee of the Waybreen Trust dated October 10, 1994 as to 15% interest; MIKE METZ and SUSAN KENNINGTON, Co-Trustees, Haskell Metz Estate as to 15% Interest; GREGORY ROMAN as to 4% interest, ALL AS TENANTS IN COMMON** , ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

**RECITALS**

WHEREAS, Grantor owns that certain real property located at Northeast quadrant of North Indian Canyon Drive and 20<sup>th</sup> Avenue in Desert Hot Springs, 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 ±4.45 acres of land and is also known as Assessor's Parcel Number: 666-370-026 ("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 North Indian Canyon Drive Road Widening Project ("Project") as follows: an Easement

1 Deed in favor of the County of Riverside referenced as Parcel 0089-001A and  
2 described on Attachment "2", attached hereto and made a part hereof, pursuant to the  
3 terms and conditions set forth herein; and

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

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

9  
10 **ARTICLE 1. AGREEMENT**

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

13 2. Consideration. For good and valuable consideration, Grantor agrees to  
14 sell and convey to the County, and the County agrees to purchase from Grantor all of  
15 the Right-of-Way Property described herein, under the terms and conditions set forth in  
16 this Agreement. The full consideration for the Right-of-Way Property consists of the  
17 purchase price amount for the real property interest to be acquired by the County  
18 ("Purchase Price"). The Purchase Price in the amount of Thirty-Two Thousand Six  
19 Hundred Twenty Five and 00/100 Dollars (\$32,625) is to be distributed to Grantor in  
20 accordance with this Agreement.

21 3. County Responsibilities:

22 A. Upon the mutual execution of this Agreement, County will open  
23 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
24 Escrow Holder's request the Parties shall execute additional Escrow instructions as are  
25 reasonably required to consummate the transaction contemplated by this Agreement  
26 and are not inconsistent with this Agreement. In the event of any conflict between the  
27 terms of this Agreement and any additional Escrow instructions, the terms of this  
28 Agreement shall control. The Escrow Holder will hold all funds deposited by the

1 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
2 approved by County with interest accruing for the benefit of County. The Escrow  
3 Account shall remain open until all charges due and payable have been paid and  
4 settled, any remaining funds shall be refunded to the County.

5 B. Upon the opening of Escrow, the County shall deposit the  
6 Consideration as follows:

7 i. Purchase Price. Deposit into Escrow the Purchase  
8 Price in the amount of Thirty-Two Thousand Six Hundred Twenty Five and 00/100  
9 (\$32,625) (the "Deposit").

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

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

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

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

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

26 a. The Easement Deed executed, acknowledged and  
27 delivered to Daniel Dickson, Real Property Agent III for the County or to Escrow  
28

1 Holder, substantially in the form attached hereto as Attachment "3," (Deed) granting the  
2 portion of the Property, subject to the following:

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

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

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

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

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

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

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

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

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

27 4. Grantor Responsibilities.  
28



1           A.     Execute and acknowledge an Easement Deed in favor of the  
2 County for permanent road easement purposes dated \_\_\_\_\_ identified as Parcel  
3 Number 0089-001A and deliver deed to Daniel Dickson, Real Property Agent III for the  
4 County or to the Escrow Holder.

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

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

1 connection therewith, and such obligation shall continue under the parcel has been  
2 rendered in compliance with applicable federal, state, and local laws, statutes,  
3 ordinances, regulations, and rules.

4  
5 **Article II. MISCELLANEOUS**

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

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

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

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

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

24 6. This Agreement is the result of negotiations between the Parties and is  
25 intended by the Parties to be a final expression of their understanding with respect to  
26 the matters herein contained. This Agreement supersedes any and all other prior  
27 agreements and understandings, oral or written, in connection therewith. No provision  
28

1 contained herein shall be construed against the County solely because it prepared this  
2 Agreement in its executed form.

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

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

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

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

6  
7 COUNTY:

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

GRANTORS:

FARZANEH ROMAN, Trustee of the  
Farzaneh Roman Living Trust dated March  
20, 2007, as to 26% interest

10 By: 

Chairman  
Board of Supervisors

By: 

Farzaneh Roman, Trustee

12 ATTEST:

13 Kecia Harper-Ihem  
14 Clerk of the Board

DON KRONBERG and BRENDA  
KRONBERG, Trustees of the Kronsberg  
Family Trust dated February 28, 1983 as to  
20% interest

15 By: 

16 Deputy

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

Don Kronsberg, Trustee

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

Brenda Kronsberg, Trustee

18 APPROVED AS TO FORM:

19 Gregory P. Priamos  
20 County Counsel

MARGO ROSEN, Trustee of the Margo  
Rosen Trust date July 14, 1993, as to 20%  
Interest

21 By: 

22 Deputy County Counsel  
Thomas Oh

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

Margo Rosen Trustee

MARY ANN THEISEN, Trustee of the  
Waybreen Trust dated October 10, 1994 as  
to 15% interest

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

Mary Ann Theisen, Trustee

27 (Grantors Signatures Continued on Next Page)

1           9.       This Agreement may be signed in counterpart or duplicate copies, and  
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20, 2007, as to 26% interest

10 By: \_\_\_\_\_  
11       Chairman  
12       Board of Supervisors


By: \_\_\_\_\_  
Farzaneh Roman, Trustee

12 ATTEST:

13 Kecia Harper-Ihem  
14 Clerk of the Board

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15 By: \_\_\_\_\_  
16  
17 Deputy

By:   
Don Kronsberg, Trustee

By:   
Brenda Kronsberg, Trustee

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

MARGO ROSEN, Trustee of the Margo  
Rosen Trust date July 14, 1993, as to 20%  
Interest

21 By: \_\_\_\_\_  
22       Deputy County Counsel

By: \_\_\_\_\_  
Margo Rosen Trustee

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11       Chairman  
12       Board of Supervisors

By: \_\_\_\_\_  
Farzaneh Roman, Trustee

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13 Kecia Harper-Ihem  
14 Clerk of the Board

DON KRONSBURG and BRENDA  
KRONSBURG, Trustees of the Kronsberg  
Family Trust dated February 28, 1983 as to  
20% interest

15 By: \_\_\_\_\_  
16       Deputy

By: \_\_\_\_\_  
Don Kronsberg, Trustee

By: \_\_\_\_\_  
Brenda Kronsberg, Trustee

18 APPROVED AS TO FORM:

19 Gregory P. Priamos  
20 County Counsel

MARGO ROSEN, Trustee of the Margo  
Rosen Trust date July 14, 1993, as to 20%  
Interest

21 By: \_\_\_\_\_  
22       Deputy County Counsel

By: Margo Rosen  
Margo Rosen Trustee

MARY ANN THEISEN, Trustee of the  
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to 15% interest

By: \_\_\_\_\_  
Mary Ann Theisen, Trustee

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10 By: \_\_\_\_\_  
11       Chairman  
12       Board of Supervisors

By: \_\_\_\_\_  
Farzaneh Roman, Trustee

12 ATTEST:

13 Kecia Harper-Ihem  
14 Clerk of the Board

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15 By: \_\_\_\_\_  
16       Deputy

By: \_\_\_\_\_  
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By: \_\_\_\_\_  
Brenda Kronsberg, Trustee

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20 County Counsel

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Interest

21 By: \_\_\_\_\_  
22       Deputy County Counsel

By: \_\_\_\_\_  
Margo Rosen Trustee


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Waybreen Trust dated October 10, 1994 as  
to 15% interest

24 By: \_\_\_\_\_  
25       Mary Ann Theisen, Trustee  
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MIKE METZ and SUSAN KENNINGTON,  
Co-Trustees, Haskell Metz Estate as to 15%  
Interest

By:   
Mike Metz, Co-Trustee

By:   
Susan Kennington, Co-Trustee

GREGORY ROMAN as to 4% interest

By: \_\_\_\_\_  
Gregory Roman



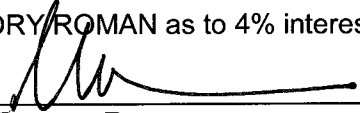
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MIKE METZ and SUSAN KENNINGTON,  
Co-Trustees, Haskell Metz Estate as to 15%  
Interest

By: \_\_\_\_\_  
Mike Metz, Co-Trustee

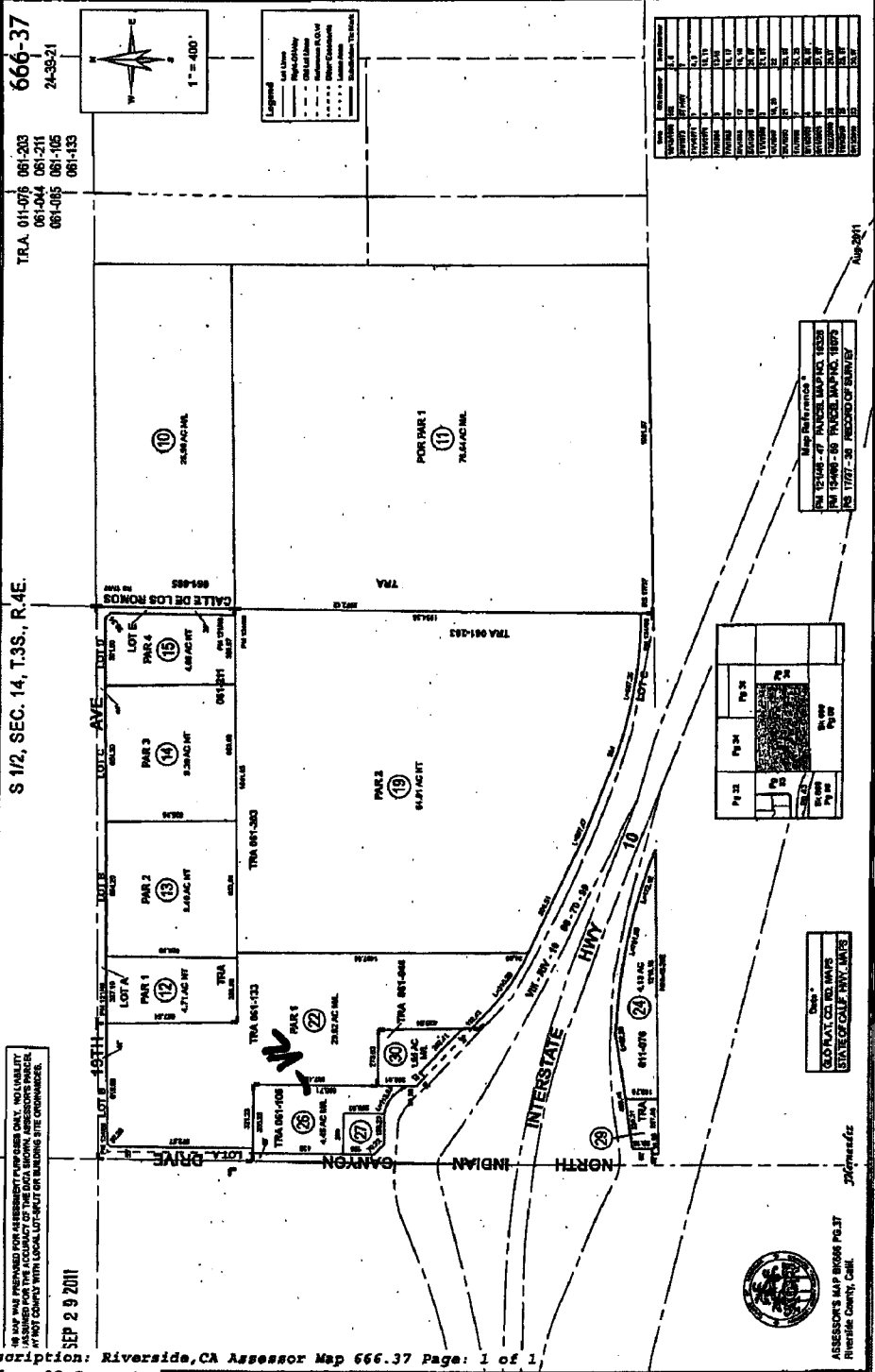
By: \_\_\_\_\_  
Susan Kennington, Co-Trustee

GREGORY ROMAN as to 4% interest

By:  \_\_\_\_\_  
Gregory Roman

ATTACHMENT "1"  
Assessor's Plat Map

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Description: Riverside, CA Assessor Map 666.37 Page: 1 of 1  
 Order: 32 Comment:

SEP 29 2011



ASSESSOR'S MAP BR008 Pg.37  
 Riverside County, Calif.

State of California  
 State Geologist  
 State Geologist's Office

Map No. 666-37  
 PA 12548-27 PARCELS MAP INC. 12535  
 PA 12548-28 PARCELS MAP INC. 12535  
 PA 12548-29 PARCELS MAP INC. 12535

ATTACHMENT "2"  
Legal Description and Plat Map

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EXHIBIT "A"  
LEGAL DESCRIPTION  
0089-001A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED NOVEMBER 12, 2008 AS DOCUMENT NUMBER 2008-0598020, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE ONE-WEST HALF OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN BY OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF 20TH AVENUE AND THE CENTERLINE OF NORTH INDIAN CANYON DRIVE AS SHOWN ON "RECORD MAP 78702-02" ON FILE AT CALTRANS DISTRICT 8, RIGHT-OF-WAY ENGINEERING DEPARTMENT;

THENCE NORTH 00°23'25" EAST ALONG SAID CENTERLINE OF NORTH INDIAN CANYON DRIVE, A DISTANCE OF 683.06 FEET TO THE NORTHWESTERLY CORNER OF SAID DOCUMENT NUMBER 2008-0598020;

THENCE SOUTH 89°36'35" EAST ALONG THE NORTHERLY LINE OF SAID DOCUMENT NUMBER 2008-0598020, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH INDIAN CANYON DRIVE (40.00 FEET EASTERLY HALF WIDTH) AS DESCRIBED BY OFFICIAL RECORD BOOK 86, PAGE 92, RECORDED AUGUST 2, 1932, SAID OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°36'35" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A PARALLEL LINE WITH AND DISTANT 55.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NORTH INDIAN CANYON DRIVE;

THENCE SOUTH 00°23'25" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 435.03 FEET TO A POINT ON THE THAT CERTAIN COURSE DESCRIBED BY SAID DOCUMENT NUMBER 2008-0598020 AS, " *A LINE PARALLEL WITH AND DISTANT 200.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE IN SAID BOUNDARY HEREIN RECITED AS "SOUTH 89°46'00" EAST, 136.23 FEET" "*

THENCE NORTH 89°36'35" WEST ALONG SAID "*DESCRIBED PARALLEL COURSE*", A DISTANCE OF 15.00 FEET RETURNING TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 00°23'25" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 435.03 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"  
LEGAL DESCRIPTION  
0089-001A

PARCEL CONTAINS 6,525 SQUARE FEET, OR 0.150 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"

(0089-001A)

N'ELY CORNER  
OF  
DOC# 2008-0592020

N89°36'35"W (376.23' R1)

T.P.O.B.

CITY OF  
PLAM SPRINGS  
LAFCO ANNEX # 26  
1994-397291

LINE DATA

N89°36'35"W  
(N89°46'00"W)  
(136.23')

### SURVEYORS NOTES:

( R1 ) RECORD DATA PER  
DOC. # 2008-0598020  
REC. 11/12/2008

( R2 ) RECORD DATA PER  
RECORD MAP 78702-02  
CAL TRANS DIST 8, R/W

|||| INDICATES  
RESTRICTED ACCESS

① 40' R/W PER  
O.R. BK 83 / PG 252  
REC 7/27/1932

② 15' R/W PER  
PM 152/16-18

③ 40' R/W PER  
O.R. BK 86 / PG 92  
REC 8/02/1932

④ 55' R/W  
PER PM 134/88-89

⑫ 24' R/W PER  
DOC.# 2011-0089190  
REC. 2/28/2011

⑬ R/W PER  
DOC.# 2009-0417948  
REC. 8/11/2009

C/L N. INDIAN CANYON DR

SEC. 15

SEC. 14

P.O.C.  
( R2 )

PARCEL  
0089-001A  
6,525 SQ.FT.  
0.150 AC.

GRANT DEED  
DOC. #2008-0598020  
REC. 11/12/2008  
APN 666-370-026

SOUTHERN CALIFORNIA EDISON  
EASEMENT 5' X 10' PER  
INST. #71668 REC. 7/13/1966

CITY OF  
DESERT HOT SPRINGS  
LAFCO ANNEX # 37  
2010-0388550

(S89°46'00"E)  
(240.00' R1)  
S89°36'35"E

APN 666-370-031

R/W PER O.R.  
BK 1808 PG 127-129

C/L 20TH AVE



**T. 3 S., R. 4 E., S.B.M.**

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

PCL No.: 0089-001A

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:

*Summit by 7 Ray*

DATE:

10/31/2017



ATTACHMENT "3"

Easement Deed

A portion of APN: 666-370-026; Parcel Number 0089-001A in favor of the County of  
Riverside

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

**FREE RECORDING**

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

---

(Space above this line for Recorder's use)

PROJECT: North Indian Canyon Drive  
Road Widening Project  
PARCEL: 0089-001A  
APN: 666-370-026 (portion)

## EASEMENT DEED

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

FARZANEH ROMAN, Trustee of the Farzaneh Roman Living Trust dated March 20, 2007, as to 26% interest; DON KRONBERG and BRENDA KRONBERG, Trustees of the Kronsberg Family Trust dated February 28, 1983 as to 20% interest; MARGO ROSEN, Trustee of the Margo Rosen Trust dated July 14, 1993, as to 20% Interest; MARY ANN THEISEN, Trustee of the Waybreen Trust dated October 10, 1994 as to 15% interest; MIKE METZ and SUSAN KENNINGTON, Co-Trustees, Haskell Metz Estate as to 15% Interest; GREGORY ROMAN as to 4% interest; ALL AS TENANTS IN COMMON.

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 here to and made a part hereof

PROJECT: North Indian Canyon Drive Road Widening Project  
PARCEL: 0089-001A  
APN: 666-370-026 (portion)

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

**GRANTORS:**

FARZANEH ROMAN, Trustee of the  
Farzaneh Roman Living Trust dated March  
20, 2007, as to 26% interest

By: \_\_\_\_\_  
Farzaneh Roman, Trustee

DON KRONBERG and BRENDA  
KRONBERG, Trustees of the Kronsberg  
Family Trust dated February 28, 1983 as to  
20% interest

By: \_\_\_\_\_  
Don Kronsberg, Trustee

By: \_\_\_\_\_  
Brenda Kronsberg, Trustee

MARGO ROSEN, Trustee of the Margo  
Rosen Trust dated July 14, 1993, as to  
20% Interest

By: \_\_\_\_\_  
Margo Rosen, Trustee

MARY ANN THEISEN, Trustee of the  
Waybreen Trust dated October 10, 1994  
as to 15% interest

By: \_\_\_\_\_  
Mary Ann Theisen, Trustee

(Grantors Signatures Continued on Next Page)

MIKE METZ and SUSAN KENNINGTON,  
Co-Trustees, Haskell Metz Estate as to  
15% Interest

By: \_\_\_\_\_  
Mike Metz, Co-Trustee

By: \_\_\_\_\_  
Susan Kennington, Co-Trustee

GREGORY ROMAN as to 4% interest

By: \_\_\_\_\_  
Gregory Roman

**ACKNOWLEDGMENT**

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

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_

Place Notary Seal Above

**ACKNOWLEDGMENT**

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

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COUNTY OF \_\_\_\_\_ )

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COUNTY OF \_\_\_\_\_ )

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

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

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

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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: North Indian Canyon Drive Road Widening Project  
PARCEL: 0089-001A  
APN: 666-370-026 (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 **FARZANEH ROMAN, Trustee of the Farzaneh Roman Living Trust dated March 20, 2007, as to 26% interest; DON KRONBERG and BRENDA KRONBERG, Trustees of the Kronsberg Family Trust dated February 28, 1983 as to 20% interest; MARGO ROSEN, Trustee of the Margo Rosen Trust dated July 14, 1993, as to 20% Interest; MARY ANN THEISEN, Trustee of the Waybreen Trust dated October 10, 1994 as to 15% interest; MIKE METZ and SUSAN KENNINGTON, Co-Trustees, Haskell Metz Estate as to 15% Interest; GREGORY ROMAN as to 4% interest, ALL AS TENANTS IN COMMON**, 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, 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