

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



ITEM  
3.6  
(ID # 8937)

MEETING DATE:

Tuesday, March 26, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA) TRANSPORTATION DEPARTMENT; Approval of Right of Way Acquisition Agreement and Temporary Construction Access Agreement for a portion of Assessor Parcel Number's 727-250-004 and 727-250-005 for the Avenue 66 Grade Separation Project in the Mecca area, CEQA Exempt; District 4 [\$494,400]; CVAG Funds 100% (Clerk of the Board to file the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Avenue 66 Grade Separation Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and James Farzad Hormozi, a single man, for a fee simple interest identified as Parcel(s) 0664-004I, 0664-004K and 0664-004P and authorize the Chairman of the Board to execute said agreement on behalf of the County;

Continued on page 2

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD

1/25/2019

Patricia Romo, Director of Transportation

3/6/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 26, 2019  
xc: EDA, Transp., Recorder

Kecia Harper  
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. Approve the attached Temporary Construction Access Agreement between the County of Riverside and James Farzad Hormozi, a single man, for temporary construction access interest, identified as Parcel(s) 0664-004L and 0664-004M and authorize the chairman of the Board to execute said agreement on behalf of the County;
4. Authorize the Assistant County Executive Officer/ECD, or his designee, to execute any other documents and administer all actions necessary to complete this transaction;
5. Authorize and allocate the amount of \$469,981 for the fee simple interest to Parcel(s) 0664-004I, 0664-004K and 0664-004P located within a portion of Assessor Parcel Number's 727-250-004 and 727-250-005;
6. Authorize and allocate the amount of \$10,019 for the temporary construction access interest to Parcel(s) 0664-004L and 0664-004M located within a portion of Assessor Parcel Number's 727-250-004 and 727-250-005;
7. Ratify and authorize reimbursement to Economic Development Agency (EDA) Real Estate (RE) in the amount not-to-exceed \$14,400 for due diligence and staff expenses; and
8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk for posting within five working days of the approval by the Board.

<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>	\$ 494,400	\$ 0	\$ 494,400	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Coachella Valley Association of Governments – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2018/19	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

Union Pacific Railroad (UP) and California State Route 86 (SR-86) are both designated North American Free Trade Agreement (NAFTA) freight corridors. Vehicular traffic in this corridor has increased due to regional population growth and train traffic along this rail trade corridor and thus increasing the congestion and causing delays at the existing 4<sup>th</sup> Street at-grade crossing.

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

Currently, the main entry point in the Mecca area is the UP at-grade crossing at 4<sup>th</sup> Street. Traffic going in and out of the Mecca community must wait at the tracks for trains to pass before they are able to cross into the community. The Riverside County Transportation Department (RCTD) proposes to extend Avenue 66 with a bridge over the UP tracks and State Highway 111 and to provide a link between SR-86 and the community of Mecca (Project). Reference is made to the attached Exhibit A, Vicinity Map. The proposed new overcrossing will provide a safe crossing separated from the train traffic. The Project will improve public safety for vehicles, trucks, farm equipment, emergency vehicles and pedestrians.

On October 5, 2017, the California Department of Transportation (Caltrans), the National Environmental Policy Act (NEPA) and CEQA Lead Agency, made a Categorical Exemption/Categorical Exclusion Determination under Section 6005 of 23 U.S.C. 327, based on an examination of the Project and supporting information.

As documented in the Notice of Exemption, County Transportation conducted a review of the proposed Project and determined that the Project, including the acquisition of the permanent and temporary easements, are categorically exempt from the provisions of CEQA, under the General Rule Exemption, pursuant to CEQA Guidelines Section 15061(b)(3).

The Economic Development Agency, Real Estate Division (EDA-RE) has negotiated the acquisition of a fee simple interest and temporary construction access interest in the amount of \$480,000 for a portion of Assessor Parcel Number's 727-250-004 and 727-250-005 from James Farzad Hormozi, a single man. There are costs of \$14,400 associated with this transaction which include the estimated title and escrow charges, preliminary title report, an appraisal and EDA Real Estate staff time.

James Farzad Hormozi will execute Grant Deeds in favor of the County of Riverside referenced as Parcel 0664-004K and 0664-004P and a Grant Deed in favor of the State of California referenced as Parcel 0664-004I located within a portion of Assessor Parcel Number's 727-250-004 and 727-250-005.

The Right of Way Acquisition Agreement and Temporary Construction Access Agreement have been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

The Avenue 66 Grade Separation Project will improve access and safety for the community of Mecca and improve goods and services movement through this region.

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

**Additional Fiscal Information**

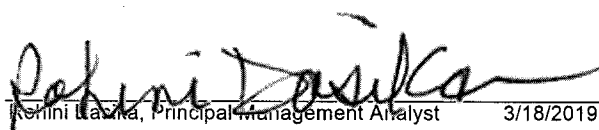
The following summarizes the funding necessary for the acquisition of a portion of Assessor Parcel Number's 727-250-004 and 727-250-005.

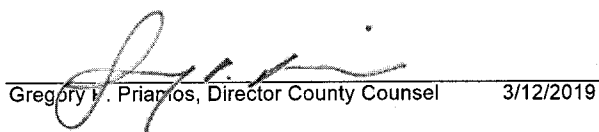
Right of Way Acquisition identified as Parcel 0664-004K, 0664-004I and 0664-004P	\$469,981
Temporary Construction Access identified as Parcel No. 0664-004L and 0664-004M	\$10,019
Preliminary Title Report	\$400
County Appraisal Cost	\$4,000
EDA Real Property Staff Time	\$10,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$494,400

**Attachments:**

- Vicinity Map
- (3) Right of Way Acquisition Agreements for Parcel No. 0664-004K, 0664-004I and 0664-004P
- (3) Temporary Construction Access Agreements for Parcel No. 0664-004L and 0664-004M
- Notice of Exemption
- Journal Voucher

RF:HM:VY:SG:MT:tg 300TR  
Minute Traq ID 8937

  
Nehini Dasika, Principal Management Analyst 3/18/2019

  
Gregory L. Priamos, Director County Counsel 3/12/2019

COUNTY OF RIVERSIDE, a political subdivision of the State of California  
("County"), and

JAMES FARZAD HORMOZI, a single man  
("Grantor")

PROJECT: Avenue 66 Grade Separation Project

PARCELS: 0664-004M and 0664-004L

APN(S): 727-250-004 and 727-250-005 (portions)

### TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and JAMES FARZAD HORMOZI, a single man ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

1. RIGHTS GRANTED. The Grantor hereby grants to the County a non-exclusive right to enter upon and use the land of Grantor in the County of Riverside, State of California, described as portion of Assessor's Parcel Numbers 727-250-004 and 727-250-005 highlighted on Attachment "1", attached hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of the Avenue 66 Grade Separation Project ("Project"). Grantor shall not unreasonably interfere with the rights granted to the County herein. It is understood that the County may enter upon the TCA Area, as defined in Section 2 of this Agreement, where appropriate or designated for the purpose of getting equipment to and from the TCA Area. County agrees not to damage the TCA Area in the process of performing such activities. In no event shall County be allowed to stockpile or store any of its equipment or personal property on the TCA Area.

2. AFFECTED PARCEL. The temporary construction access area, used during construction of the Project, referenced as Parcel No. 0664-004M consisting of

1 approximately 35,553 square feet and Parcel No. 0664-004L consisting of  
2 approximately 14,998 square feet designated as Attachment "2", all attached hereto,  
3 and made a part hereof ("TCA Area").

4 3. TERM. The term of the Agreement and County's non-exclusive right to  
5 enter onto the TCA Area shall commence on the date of full execution of this  
6 Agreement ("Effective Date") and shall expire thirty-six (36) months from the Effective  
7 Date or upon completion of said Project, whichever shall be sooner ("Term"). The  
8 Term may be extended by written approval of both Parties. County shall exercise each  
9 extension option by providing Grantor with sixty (60) days written notice prior to the  
10 expiration of the then current term. During the Term or any extension thereof, Grantor  
11 shall not grant any rights to a party that may unreasonably interfere with the County's  
12 purpose under this Agreement.

13 4. CONSIDERATION. County shall pay to the order of Grantor the sum of  
14 Ten Thousand Nineteen Dollars (\$10,019) for the rights granted herein, including the  
15 right to enter upon and use the TCA Area in accordance with the terms hereof.

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

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

23 7. OWNERSHIP. Grantor hereby warrants that they are the owners of the  
24 Property and that they have the right to grant County permission to enter upon and use  
25 the Property.

26  
27 8. ENTIRE AGREEMENT. This Agreement is the result of negotiations  
28 between the parties hereto. This Agreement is intended by the parties as a final

1 expression of their understanding with respect to the matters herein and is a complete  
2 and exclusive statement of the terms and conditions thereof. This Agreement  
3 supersedes any and all other prior agreements or understandings, oral or written, in  
4 connection therewith. No provision contained herein shall be construed against the  
5 County solely because it provided or prepared this Agreement.

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

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

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

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

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


23  
24 (SIGNATURE PROVISIONS ON FOLLOWING PAGES;  
25 REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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28

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

3 Dated: MAR 26 2019

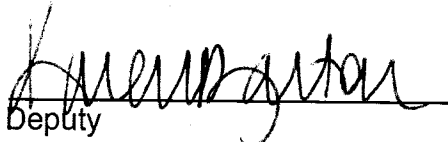
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5 COUNTY:  
6 COUNTY OF RIVERSIDE, a political  
7 subdivision of the State of California

GRANTOR:  
JAMES FARZAD HORMOZI, a single  
man

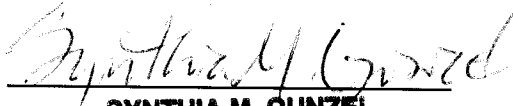
8 By:   
9 Chairman  
10 Board of Supervisors

By:   
James Farzad Hormozi

11 ATTEST:  
12 Kecia Harper ~~them~~  
13 Clerk of the Board

14 By:   
15 Deputy

16  
17 APPROVED AS TO FORM:  
18 Gregory P. Priamos, County Counsel

19 By:   
20 **SYNTHIA M. GUNZEL**  
21 Deputy County Counsel

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ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

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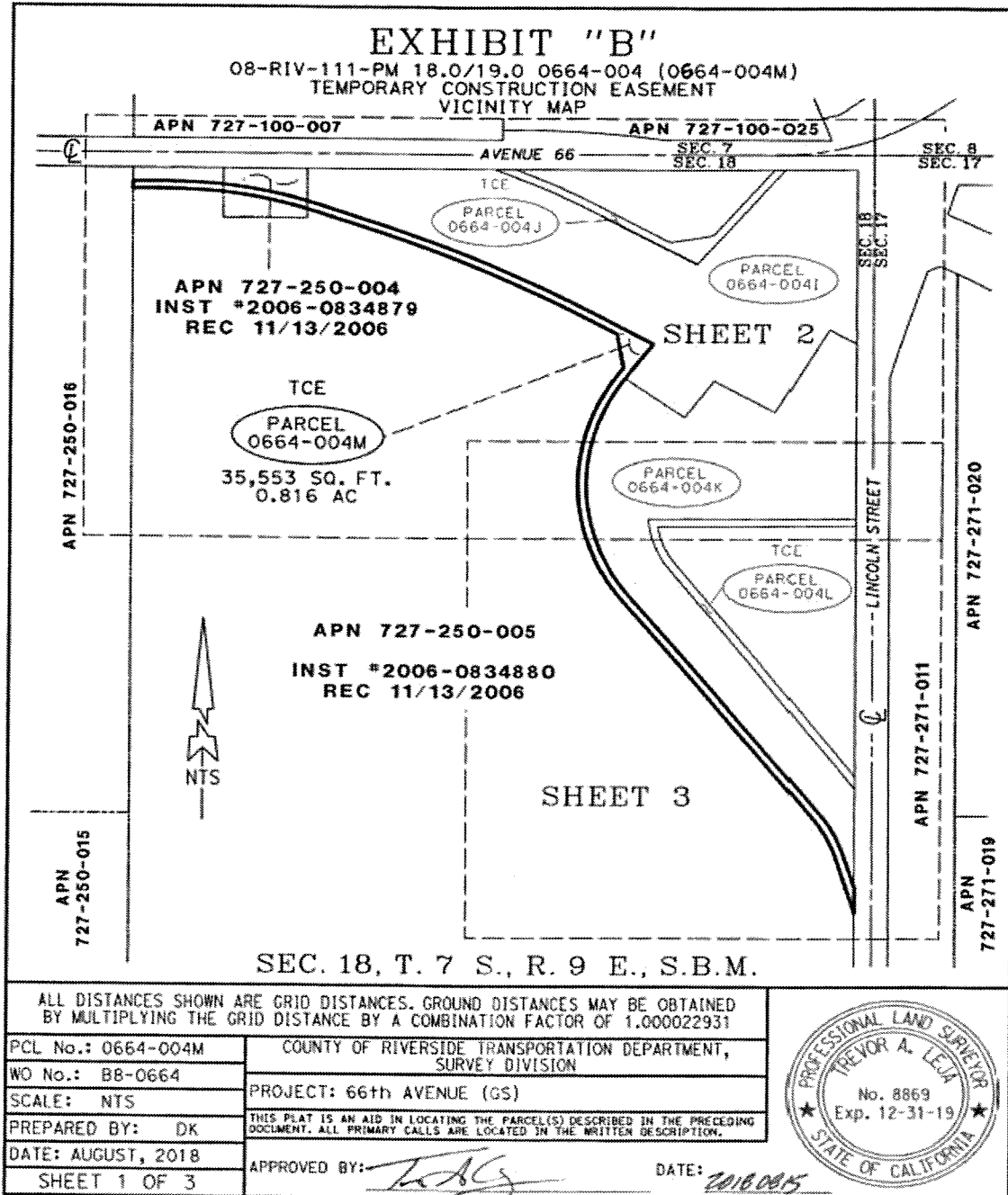
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ATTACHMENT "2"  
TEMPORARY CONSTRUCTION ACCESS AREA  
PLAT MAPS

Attachment "2" - Parcels 0664-004M and 0664-004L

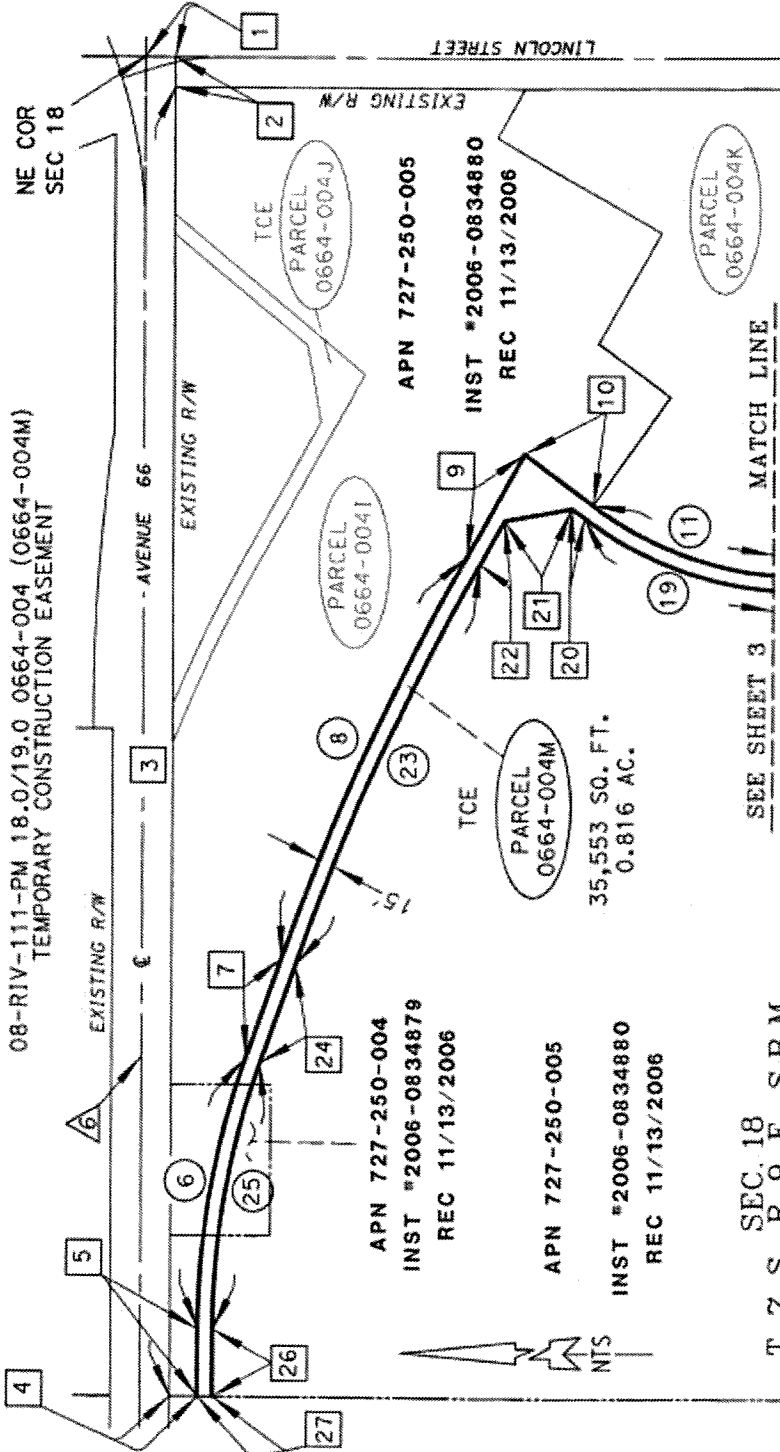
1. A portion of 727-250-004 and 727-250-005 in favor of the County

# Attachment "2"

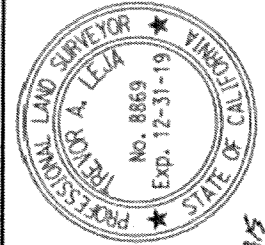


# EXHIBIT "B"

08-RIV-111-PM 18.0/19.0 0664-004 (0664-004M)  
TEMPORARY CONSTRUCTION EASEMENT



SEC. 18  
T. 7 S., R. 9 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 1.000022931	
PCL No.: 0664-004M	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 88-0664	PROJECT: 66th AVENUE (GS)
SCALE: NTS	THIS PLAN IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DK	APPROVED BY: <i>[Signature]</i>
DATE: AUGUST, 2018	DATE: 08/13/2018
SHEET 2 OF 3	

RIGHT-OF-WAY INFORMATION:

△ HWY 111 &  
MISC ROADS ALONG  
SECTION LINES  
OR 2454/65  
REC 4/17/1959

# EXHIBIT "B"

08-RIV-111-PM 18.0/19.0 0664-004 (0664-004M)  
TEMPORARY CONSTRUCTION EASEMENT

SEE SHEET 2 MATCH LINE

APN 727-250-005  
INST \*2006-0834880  
REC 11/13/2006



APN 727-272-011

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
1	S 00°08'05" E	29.95'
2	S 89°51'55" W	30.00'
3	S 89°57'40" W	1,293.25'
4	S 00°02'43" W	28.00'
5	N 89°57'40" E	67.13'
7	S 70°20'07" E	103.39'
9	S 60°15'19" E	115.87'
10	S 36°06'00" W	84.74'
12	S 37°47'52" E	557.61'
14	S 17°34'14" E	73.24'
15	S 00°08'05" E	50.06'
16	N 17°34'14" W	121.00'
18	N 37°47'52" W	557.61'
20	N 36°06'00" E	15.12'
21	N 10°00'45" W	68.34'
22	N 60°15'19" W	49.55'
24	N 70°20'07" W	103.39'
26	S 89°57'40" W	67.15'
27	N 00°02'43" E	15.00'

CURVE TABLE				
NUMBER	RADIUS	DELTA	DISTANCE	TANGENT
6	800.00'	19°42'12"	275.11'	138.93'
8	2,500.00'	10°04'48"	439.83'	220.48'
11	360.10'	73°53'51"	464.43'	270.85'
13	260.00'	20°13'37"	91.79'	46.38'
17	245.00'	20°13'37"	86.49'	43.70'
19	375.10'	73°53'51"	483.78'	282.13'
23	2,485.00'	10°04'48"	437.19'	219.16'
25	785.00'	19°42'12"	269.95'	136.32'


35,553 SQ. FT.  
0.816 AC.

## RIGHT-OF-WAY INFORMATION:

△ 6 HWY 111 &  
MISC ROADS ALONG  
SECTION LINES  
OR 2454/65  
REC 4/17/1959

SEC. 18  
T. 7 S., R. 9 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 1.000022931

PCL No.: 0664-004M	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 88-0664	PROJECT: 66th AVENUE (GS)
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: DK	APPROVED BY: 
DATE: AUGUST, 2018	DATE: 8/20/18
SHEET 3 OF 3	

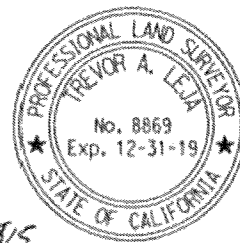


EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
TEMPORARY CONSTRUCTION EASEMENT  
0664-004L

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED  
RECORDED NOVEMBER 13, 2006 AS INSTRUMENT NUMBER 2006-0834880, OFFICIAL  
RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN  
THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 9 EAST,  
SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;**

THENCE SOUTH 00°08'05" EAST ALONG THE EAST LINE OF SAID SECTION 18, A  
DISTANCE OF 730.48 FEET;

THENCE SOUTH 89°51'55" WEST A DISTANCE OF 30.00 FEET TO THE EASTERLY  
LINE OF SAID PARCEL OF LAND DESCRIBED IN INSTRUMENT 2006-0834880, SAID  
EASTERLY LINE ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE  
OF LINCOLN STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS DESCRIBED BY  
BOARD OF SUPERVISORS RESOLUTION RECORDED APRIL 17, 1959 IN BOOK  
2454, PAGE 65 OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY  
AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°08'05" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF  
LINCOLN STREET, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°51'55" WEST, A DISTANCE OF 351.23 FEET TO THE BEGINNING  
OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF  
170.08 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 80°47'05" WEST;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A  
CENTRAL ANGLE OF 27°33'14" AN ARC DISTANCE OF 81.79 FEET;

THENCE SOUTH 36°46'14" EAST, A DISTANCE OF 535.87 FEET TO THE WESTERLY  
RIGHT-OF-WAY LINE OF LINCOLN STREET;

THENCE SOUTH 00°08'05" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF  
LINCOLN STREET, A DISTANCE OF 25.14 FEET;

THENCE NORTH 36°46'14" WEST, A DISTANCE OF 556.04 FEET TO THE BEGINNING  
OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF  
185.08 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 53°13'51" WEST;

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
TEMPORARY CONSTRUCTION EASEMENT  
0664-004L

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A  
CENTRAL ANGLE OF 32°57'57" AN ARC DISTANCE OF 106.49 FEET;

THENCE NORTH 89°51'55" EAST A DISTANCE OF 367.99 FEET TO THE WESTERLY  
RIGHT-OF-WAY LINE OF OF SAID LINCOLN STREET AND THE TRUE POINT OF  
BEGINNING.

PARCEL CONTAINS 14,998 SQUARE FEET, OR 0.344 ACRES MORE OR LESS.

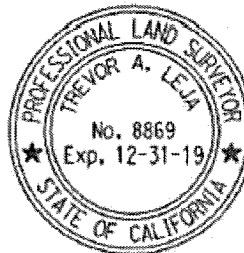
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON  
THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES  
SHOWN BY 1.000022931 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:

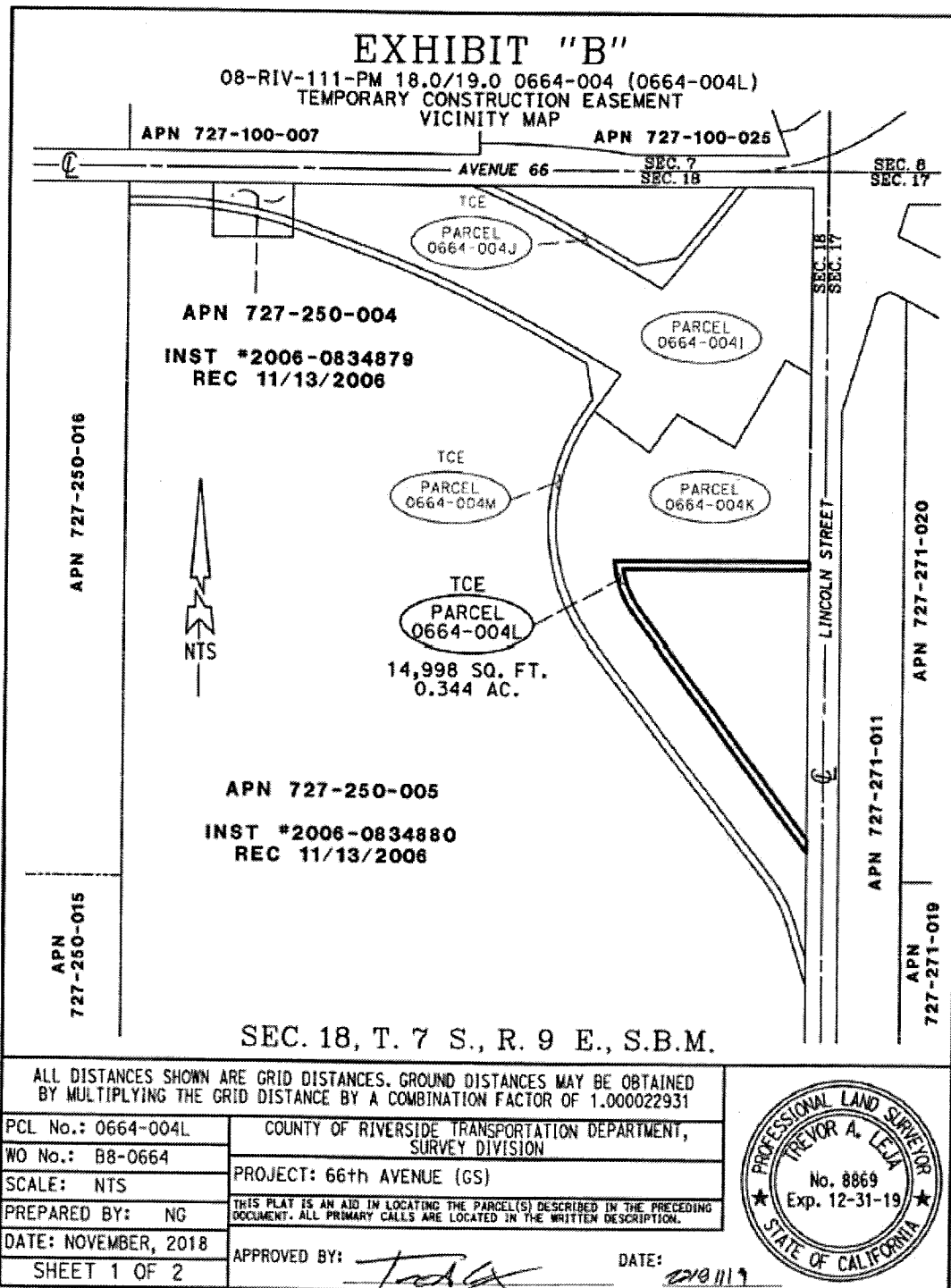
  
TREVOR A. LEJA, P.L.S. 8869

20/8/11/19  
DATED:





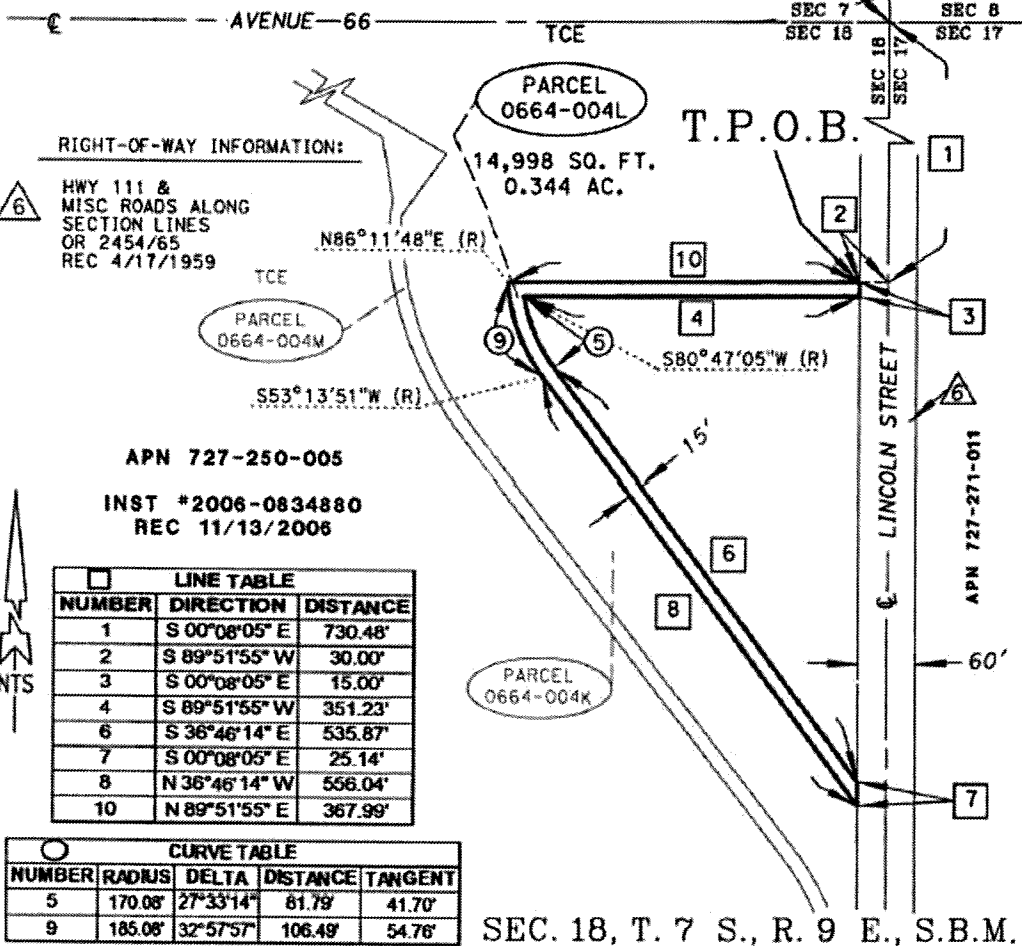
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# EXHIBIT "B"

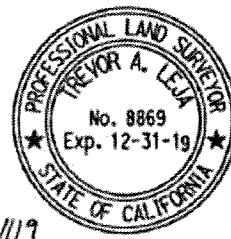
08-RIV-111-PM 18.0/19.0 0664-004 (0664-004L)  
TEMPORARY CONSTRUCTION EASEMENT

P.O.C.  
NE COR  
SEC 18



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED  
BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931

PCL No.: 0664-004L	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B8-0664	PROJECT: 66th AVENUE (GS)
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: NG	APPROVED BY: <i>Tadgy</i>
DATE: NOVEMBER, 2018	DATE: 12/8/19
SHEET 2 OF 2	



PROJECT: Avenue 66 Grade Separation Project  
PARCEL(S): 0664-004I, 0664-004K and 0664-004P  
APN(S): 727-250-004 and 727-250-005 (portions)

## 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 JAMES FARZAD HORMOZI, a single man ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

### RECITALS

WHEREAS, Grantor owns that certain real property located southwest corner of Avenue 66 and Lincoln Street in the Mecca community, 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 58.44 acres of land is also known as Assessor's Parcel Number(s): 727-250-004 and 727-250-005 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desires to purchase a fee simple interest, for certain portions of the Property, for the purpose of constructing the Avenue 66 Grade Separation Project ("Project") as follows: a Grant Deed referenced as Parcel 0664-004I and described on Attachment "2A" attached hereto and made a part hereof, a Grant Deed referenced as Parcel 0664-004K and described on Attachment "2B" attached hereto and made a part hereof and a Grant Deed referenced as Parcel 0664-004P described on Attachment "2C" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein ("ROW Property");

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;

1 WHEREAS, the County has reviewed the Project and determined it to be  
2 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant  
3 to State CEQA Guidelines General Rule exemption Section 15061[b][3];

4 WHEREAS, based on this review, the County finds that, the Agreement is within  
5 the scope of the Documents, and taken together, the environmental effects of the  
6 Agreement have been adequately addressed in the Documents;

7 WHEREAS, based on this review, the County finds that, as to those potential  
8 environmental impacts within the County's powers and authorities as responsible  
9 agency, that the Documents for the Project contain a complete, objective, and accurate  
10 reporting of those potential impacts and reflect the independent judgment and analysis  
11 of the County;

12 WHEREAS, in its limited role as a responsible agency under the California  
13 Environmental Quality Act ("CEQA"), the County finds that there are no feasible  
14 alternatives to the Project which would avoid or substantially lessen the Project's  
15 potentially significant environmental impacts but still achieve most of the Project's  
16 objectives.

17 WHEREAS, the County further finds that the mitigation measures imposed by  
18 the lead agency are sufficient to reduce all potentially significant impacts to a level of  
19 less than significant. As such, the County concurs with the environmental findings  
20 adopted by the lead agency, and therefore the County adopts those findings as its own  
21 and incorporates them herein and hereby approves and adopts the Mitigation  
22 Monitoring and Reporting Program as it relates to this Agreement which was prepared  
23 for the Project and approved by the lead agency;

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

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

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 ROW Property described herein, under the terms and conditions set forth in this  
7 Agreement. The full consideration for the ROW Property consists of the purchase  
8 price amount for the real property interests to be acquired by the County ("Purchase  
9 Price"). The Purchase Price in the amount of Four Hundred Sixty-Nine Thousand Nine  
10 Hundred Eighty-One Dollars (\$469,981) 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 Four Hundred Sixty-Nine Thousand Nine Hundred Eighty-One  
28 Dollars (\$469,981) (the "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 California Government Code section 6103 and California  
7 Revenue and 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 to Grantor, in accordance with the provisions herein, and upon  
13 satisfaction of all conditions by the parties.

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

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

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

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

25 4. Grantor Responsibilities.

26 A. Execute and acknowledge, substantially in the forms attached  
27 hereto as Attachment "2" ("Deeds"), a Grant Deed dated \_\_\_\_\_ identified as  
28 Parcel Number 0664-004I, a Grant Deed dated \_\_\_\_\_ identified as Parcel Number

1 0664-004K, a Grant Deed dated \_\_\_\_\_ identified as Parcel Number 0664-004P  
2 and deliver deeds to the Escrow Holder for recordation in the Official Records of the  
3 County Recorder of Riverside County ("Official Records") upon Close of Escrow, with  
4 said Deeds and the property interests granted therein free and clear of all liens,  
5 encumbrances, easements, leases (recorded or unrecorded), and taxes, except:

6 i. Those encumbrances and easements which, in the sole  
7 discretion of the County, are acceptable;

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

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

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

16 v. Any other taxes owed whether current or delinquent are to  
17 be made current.

18 D. Grantor shall indemnify, defend, protect, and hold the County of  
19 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
20 Supervisors, elected and appointed officials, employees, agents, representatives,  
21 successors, and assigns free and harmless from and against any and all claims,  
22 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
23 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
24 indirectly, by either (a) the presence of hazardous materials, toxic substances, or  
25 hazardous substances in, within, under, or about the parcel for the presence of  
26 hazardous materials, toxic substances, or hazardous substances as a result of  
27 Grantor's use, storage, or generation of such materials or substances or (b) Grantor's  
28 failure to comply with any federal, state, or local laws relating to such materials or

1 substances. For the purpose of this Agreement, such materials or substances shall  
2 include without limitation hazardous substances, hazardous materials, or toxic  
3 substances as defined in the Comprehensive Environmental Response,  
4 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq.;  
5 the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to 5128; the  
6 Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87 (1988); and  
7 those substances defined as hazardous wastes in section 25117 of the California  
8 Health and Safety Code or hazardous substances in section 25316 of the California  
9 Health and Safety Code; and in the regulations adopted in publications promulgated  
10 pursuant to said laws.

11           E. Grantor shall indemnify, defend, protect, and hold the County of  
12 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
13 Supervisors, elected and appointed officials, employees, agents, representatives,  
14 successors, and assigns free and harmless from and against any and all claims,  
15 demands, causes of action, judgements, losses, liabilities, costs or expenses which  
16 County may suffer, sustain, incur or otherwise become subject to (either directly or  
17 indirectly) to the extent the same results from or arises out of any breach of Grantor's  
18 representations, warranties, or covenants provided in this Agreement or any action or  
19 omission by Grantor, its affiliates, agents, employees or representatives, or in  
20 connection with Grantor's ownership and operation of the ROW Property. Grantor  
21 warrants and covenants to County that Grantor owns all right, title, and interest in the  
22 ROW Property, free and clear of all liens, mortgages, encumbrances, security  
23 interests, and adverse claims, except for those set forth in Section 4(A) of Article 1,  
24 and has the right to transfer the ROW Property to County. Grantor further agrees that  
25 Grantor will defend County's rights, title, and interest in the ROW Property against the  
26 demands of anyone claiming through Grantor and any person who may lawfully claim  
27 the same.  
28



1 F. The Grantor hereby represents and warrants that during the period  
2 of Grantor's ownership of the property, there have been no disposals, releases or  
3 threatened releases of hazardous substances or hazardous waste on, from, or under  
4 the property. Grantor further represents and warrants that Grantor has no knowledge of  
5 any disposal, release or threatened release of hazardous substances or hazardous  
6 wastes on, from or under the property which may have occurred prior to Grantor taking  
7 title to the property.

## 8 **Article 2. MISCELLANEOUS**

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

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

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

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

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

27 6. This Agreement is the result of negotiations between the Parties and is  
28 intended by the Parties to be a final expression of their understanding with respect to

1 the matters herein contained. This Agreement supersedes any and all other prior  
2 agreements and understandings, oral or written, in connection therewith. No provision  
3 contained herein shall be construed against the County solely because it prepared this  
4 Agreement in its executed form.

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

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

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

17  
18 (SIGNATURE PROVISIONS ON FOLLOWING PAGE;  
19 REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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1 In Witness Whereof, the Parties have executed this Agreement the day and year  
2 last below written.

3 Dated: MAR 26 2019

4  
5 COUNTY:

GRANTOR:

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

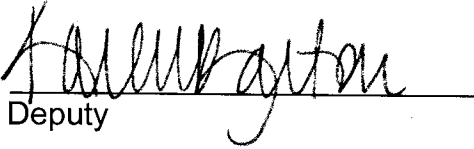
JAMES FARZAD HORMOZI, a single  
man

8  
9 By:   
10 Chairman  
11 Board of Supervisors

By:   
James Farzad Hormozi

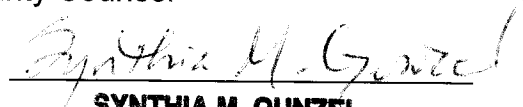
12 ATTEST:

13 Kecia Harper ~~Harmon~~  
14 Clerk of the Board

15 By:   
16 Deputy

17 APPROVED AS TO FORM:

18 Gregory P. Priamos  
19 County Counsel

20 By:   
21 **SYNTHIA M. GUNZEL**  
22 ~~Clerk~~ Deputy County Counsel

23  
24  
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27 SV:mc/012219/300TR/20.352  
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ATTACHMENT "1"  
Assessor's Plat Map



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ATTACHMENT "2"

DEEDS

"2A" – Grant Deed (0664-004I)

"2B" – Grant Deed (0664-004K)

"2C" – Grant Deed (0664-004P)

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
464 W. 4th STREET, 6th FLOOR  
SAN BERNARDINO, CA 92401-1400  
Attention Record Maps- MS 980

**FREE RECORDING:**

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

SV:mc/110918/300TR/20.355

Space above this line for Recorder's Use

## GRANT DEED

District	County	Route	Postmile	Number
08	RIV	111	18.0/ 19.0	0664-004I

JAMES FARZAD HORMOZI, a single man

Grant(s) to the STATE OF CALIFORNIA, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

Exhibits "A" and "B"

This conveyance is made for the purpose of a freeway and the Grantor hereby releases and relinquishes to the State any and all abutter's rights including access rights, appurtenant to Grantor's remaining property in and to the freeway over and across Course "B" through "L", inclusive, and Course "Q" through Course "S", inclusive, hereinabove described.

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

GRANTOR:

JAMES FARZAD HORMOZI, a single man

By: \_\_\_\_\_  
James Farzad Hormozi

08-RIV CO-RTE 111-PM 18.0/19.0 (0664-004I)

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-004I

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED NOVEMBER 13, 2006 AS DOCUMENT NUMBER 2006-0834879 (HEREAFTER REFERRED TO AS PARCEL "A"), AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED NOVEMBER 13, 2006 AS DOCUMENT NUMBER 2006-0834880 (HEREAFTER REFERRED TO AS PARCEL "B"), OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;**

THENCE SOUTH 00°08'05" EAST ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 29.95 FEET;

THENCE SOUTH 89°51'55" WEST A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF AFOREMENTIONED PARCEL "B", BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LINCOLN STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS DESCRIBED BY BOARD OF SUPERVISORS RESOLUTION RECORDED APRIL 15, 1959 IN BOOK 2454, PAGE 65 OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY, AND THE **TRUE POINT OF BEGINNING;**

(COURSE "A") THENCE SOUTH 00°08'05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL "B" AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 349.86 FEET;

(COURSE "B") THENCE NORTH 60°15'19" WEST A DISTANCE OF 55.66 FEET;

(COURSE "C") THENCE SOUTH 29°44'41" WEST A DISTANCE OF 190.00 FEET;

(COURSE "D") THENCE NORTH 60°15'19" WEST A DISTANCE OF 125.64 FEET;

(COURSE "E") THENCE SOUTH 36°06'00" WEST A DISTANCE OF 89.27 FEET;

(COURSE "F") THENCE NORTH 53°54'00" WEST A DISTANCE OF 131.00 FEET;

(COURSE "G") THENCE NORTH 36°06'00" EAST A DISTANCE OF 84.74 FEET;



Number
0664-0041

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-0041

(COURSE "H") THENCE NORTH 60°15'19" WEST A DISTANCE OF 115.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,500.00 FEET;

(COURSE "I") THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 10°04'48", AN ARC DISTANCE OF 439.83 FEET;

(COURSE "J") THENCE NORTH 70°20'07" WEST A DISTANCE OF 103.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 800.00 FEET;

(COURSE "K") THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°59'53", AN ARC DISTANCE OF 27.90 FEET, TO THE EASTERLY LINE OF SAID PARCEL "A";

(COURSE "L") THENCE CONTINUING NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 11°00'43", AN ARC DISTANCE OF 153.75 FEET, TO THE WESTERLY LINE OF SAID PARCEL "A";

(COURSE "M") THENCE CONTINUING NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°41'37", AN ARC DISTANCE OF 93.46 FEET;

(COURSE "N") THENCE SOUTH 89°57'40" WEST A DISTANCE OF 67.13 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B";

(COURSE "O") THENCE NORTH 00°02'43" EAST ALONG THE WESTERLY LINE OF SAID PARCEL "B" TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE 66 (30.00 FOOT SOUTHERLY HALF-WIDTH) AS DESCRIBED BY BOARD OF SUPERVISORS RESOLUTION RECORDED APRIL 15, 1959 IN BOOK 2454, PAGE 65 OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY, A DISTANCE OF 28.00 FEET;

(COURSE "P") THENCE NORTH 89°57'40" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID PARCEL "B", A DISTANCE OF 648.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,587.00 FEET AND AN INITIAL BEARING OF NORTH 22°05'58" EAST;

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-0041

(COURSE "Q") THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $7^{\circ}38'43"$ , AN ARC DISTANCE OF 211.76 FEET;

(COURSE "R") THENCE SOUTH  $60^{\circ}15'19"$  EAST A DISTANCE OF 198.41 FEET;

(COURSE "S") THENCE NORTH  $39^{\circ}22'24"$  EAST A DISTANCE OF 247.46 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B";

(COURSE "T") THENCE NORTH  $89^{\circ}57'40"$  EAST ALONG SAID NORTHERLY LINE OF PARCEL "B", A DISTANCE OF 125.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 242,333 SQUARE FEET, OR 5.563 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 1.000022931 TO OBTAIN GROUND DISTANCE.

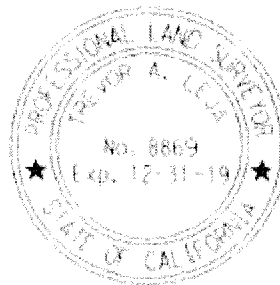
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE STATE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO THE FREEWAY OVER AND ACROSS COURSE "B" THROUGH COURSE "L", INCLUSIVE, AND COURSE "Q" THROUGH COURSE "S", INCLUSIVE, HEREINABOVE DESCRIBED. 1

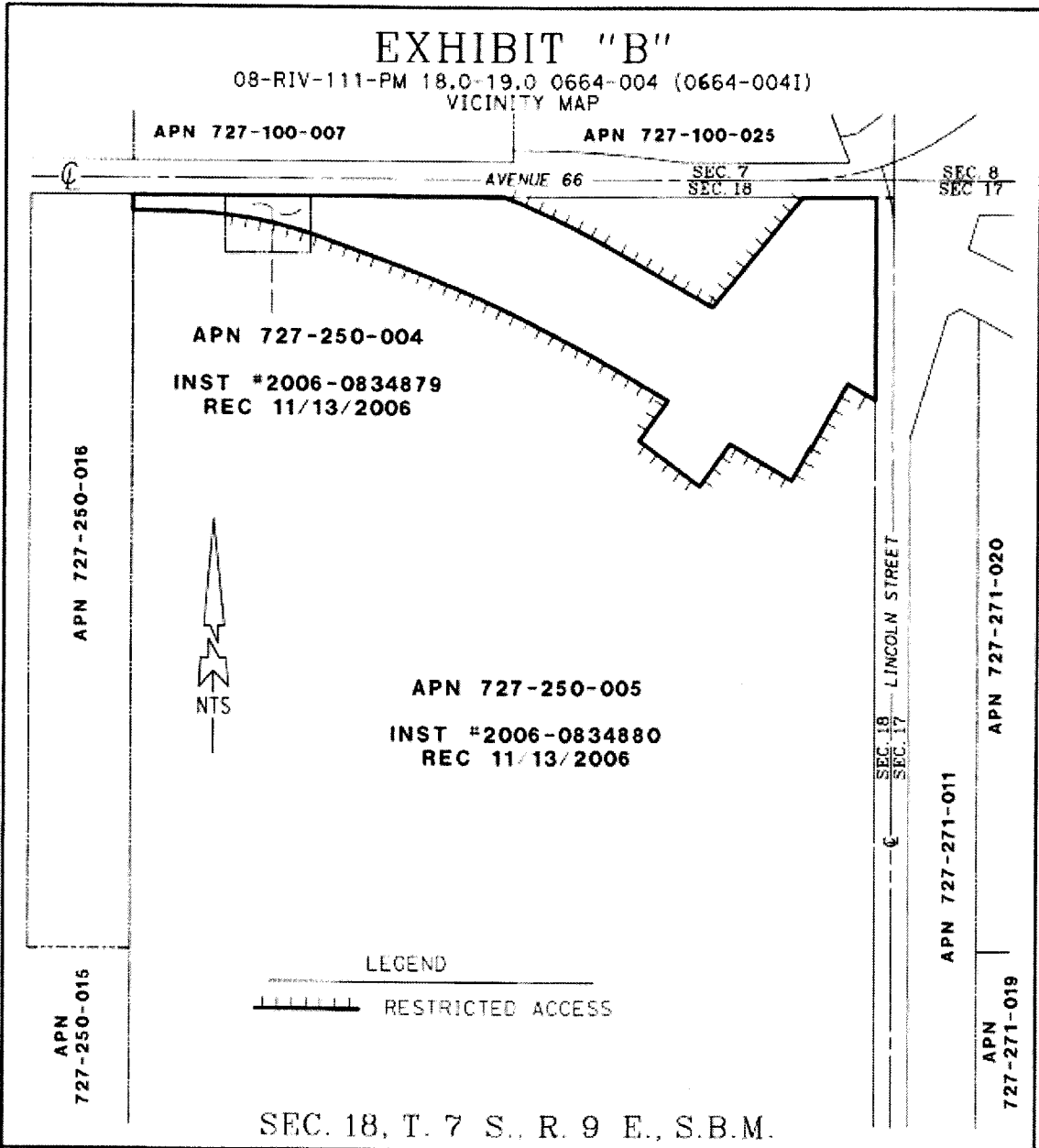
PREPARED UNDER MY SUPERVISION:

  
TREVOR A. LEJA, P.L.S. 8869

2018.08.13  
DATED:



Number
0664-0041



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931	
PCL No.: 0664-0041	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 88-0664	PROJECT: 66th AVENUE (GS)
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: DK	APPROVED BY: <i>[Signature]</i>
DATE: AUGUST, 2018	DATE: 7/18/2013
SHEET 1 OF 3	

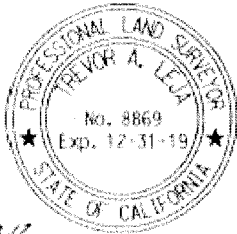
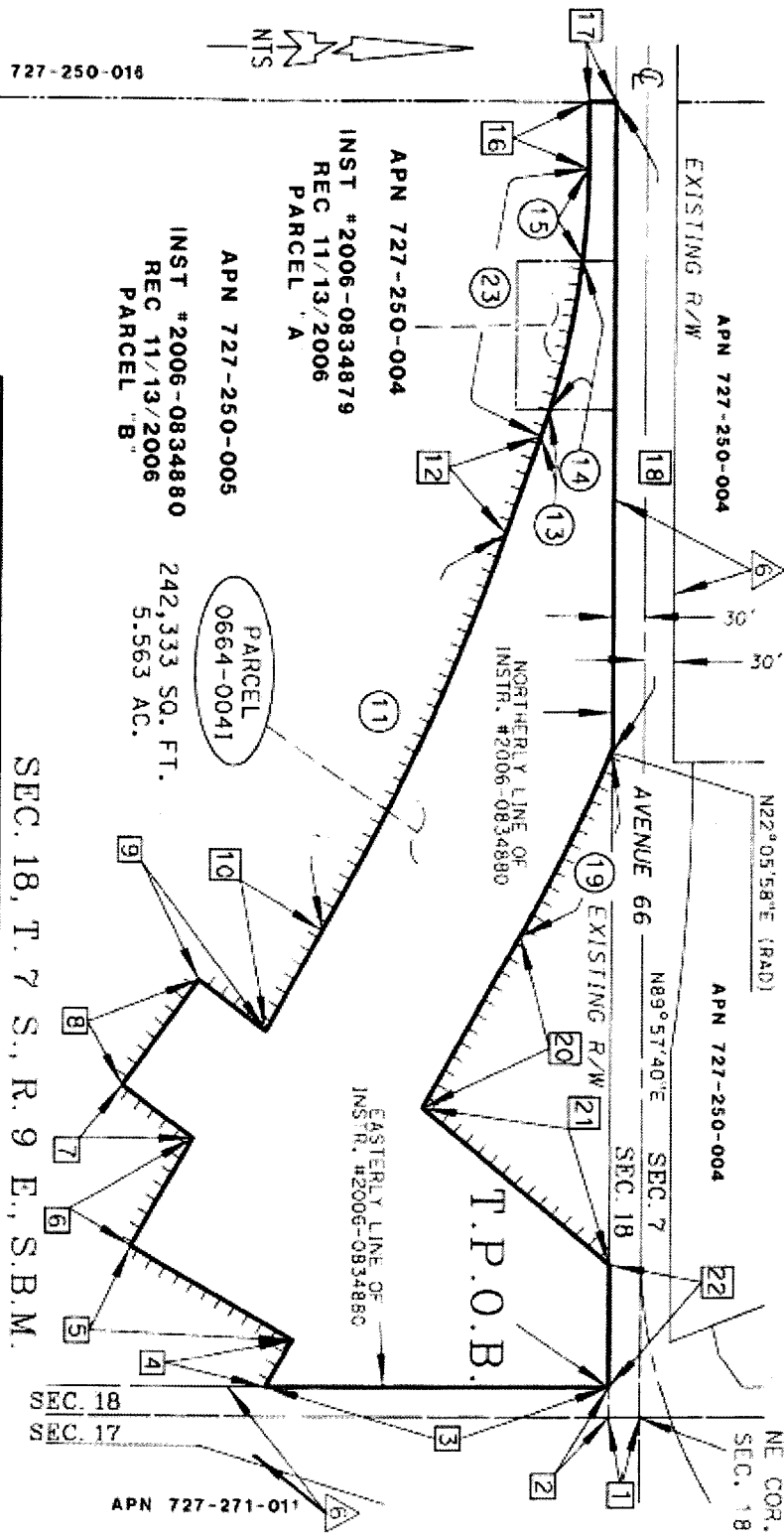


EXHIBIT "B"

08-RIV-111-PM 18.0-19.0 0664 INC 004 (0664-0041)

P.O.C.



SEC. 18, T. 7 S., R. 9 E., S.B.M.

APN 727-250-018

APN 727-250-004

**INST #2006-0834879**

PARCEL 'A'

**APN 727-250-005**

**INST # 2006-0834880**

**PARCEL 'B'**

PARCEL  
0664-0041

242,333 SQ. FT.

5.563 AC.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931

L No.: 0664-0041

No.: 88-0664

ALLEN, NIS

PREPARED BY: DK

IF: AUGUST, 2018

SHEET 2 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

SUBJECT: 66th AVENUE (65)

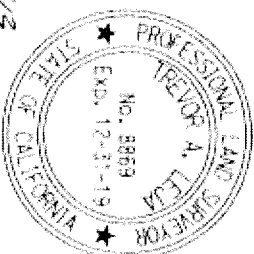
PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING  
MENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PROVED BY:

APPROVED BY:

DATE:

10/5/82



Number

0664-0041

## EXHIBIT "B"

08-RIV-111-PM 18.0/19.0 0664-004 (0064-0041)

LINE TABLE			
NUMBER	DIRECTION	DISTANCE	COURSE
1	S 00°08'05" E	29.95'	
2	S 89°51'55" W	30.00'	
3	S 00°08'05" E	349.86'	"A"
4	N 60°15'19" W	55.66'	"B"
5	S 29°44'41" W	190.00'	"C"
6	N 60°15'19" W	125.64'	"D"
7	S 36°06'00" W	89.27'	"E"
8	N 53°54'00" W	131.00'	"F"
9	N 36°06'00" E	84.74'	"G"
10	N 60°15'19" W	115.87'	"H"
12	N 70°20'07" W	103.39'	"J"
16	S 89°57'40" W	67.13'	"N"
17	N 00°02'43" E	28.00'	"O"
18	N 89°57'40" E	648.10'	"P"
20	S 60°15'19" E	198.41'	"R"
21	N 39°22'24" E	247.46'	"S"
22	N 89°57'40" E	125.60'	"T"

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	TANGENT	COURSE
11	2,500.00'	10°04'48"	439.83'	220.48'	"T"
13	800.00'	1°59'53"	27.90'	13.95'	"K"
14	800.00'	11°00'43"	153.75'	77.11'	"L"
15	800.00'	6°41'37"	93.46'	46.78'	"M"
19	1,587.00'	07°38'43"	211.76'	106.04'	"Q"
23	800.00'	19°42'12"	275.11'	138.93'	

## RIGHT-OF-WAY INFORMATION:



MISC ROADS ALONG  
SECTION LINES  
OR 2454/65  
REC 4/17/1959

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED  
BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931

PCL No.: 0664-0041

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: 88-0664

PROJECT: 66th AVENUE (GS)

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.

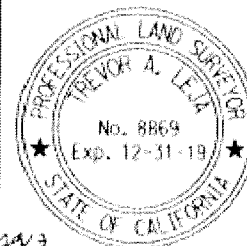
PREPARED BY: DK

APPROVED BY:

DATE: 08/20/18

DATE: AUGUST, 2018

SHEET 3 OF 3



Number
0664-0041

## 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 )ss  
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

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of  
Transportation (according to Section 27281 of the Government Code), accepts for public purposes the  
real property described in the within deed and consents to the recordation.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

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:mc/110918/300TR/20.354

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

PROJECT: AVENUE 66 GRADE SEPARATION  
PROJECT  
PARCEL: 0664-004K  
APN: 727-250-004 and 727-250-005 (portion)

## GRANT DEED

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

JAMES FARZAD HORMOZI, a single man

Grants to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-004K

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED NOVEMBER 13, 2006 AS DOCUMENT NUMBER 2006-0834880, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;**

THENCE SOUTH 00°08'05" EAST ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 29.95 FEET;

THENCE SOUTH 89°51'55" WEST A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LINCOLN STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS DESCRIBED BY BOARD OF SUPERVISORS RESOLUTION RECORDED APRIL 15, 1959 IN BOOK 2454, PAGE 65 OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE SOUTH 00°08'05" EAST ALONG THE EASTERLY LINE OF SAID PARCEL AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 349.86 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 60°15'19" WEST A DISTANCE OF 55.66 FEET;

THENCE SOUTH 29°44'41" WEST A DISTANCE OF 190.00 FEET;

THENCE NORTH 60°15'19" WEST A DISTANCE OF 125.64 FEET;

THENCE SOUTH 36°06'00" WEST A DISTANCE OF 89.27 FEET;

THENCE NORTH 53°54'00" WEST A DISTANCE OF 131.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 360.10 FEET AND AN INITIAL RADIAL BEARING OF NORTH 53°54'00" WEST;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 73°53'51", AN ARC DISTANCE OF 464.43 FEET;

THENCE SOUTH 37°47'52" EAST A DISTANCE OF 557.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 260.00 FEET;



EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-004K

THENCE SOUTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 20°13'37", AN ARC DISTANCE OF 91.79 FEET;

THENCE SOUTH 17°34'14" EAST A DISTANCE OF 73.24 FEET TO THE EASTERLY LINE OF SAID PARCEL AND SAID WESTERLY RIGHT-OF-WAY LINE OF LINCOLN STREET;

THENCE NORTH 00°08'05" WEST ALONG THE EASTERLY LINE OF SAID PARCEL AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 198.67 FEET;

THENCE NORTH 36°46'14" WEST A DISTANCE OF 556.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 185.08 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 32°57'57", AN ARC DISTANCE OF 106.49 FEET;

THENCE NORTH 89°51'55" EAST A DISTANCE OF 367.99 FEET EASTERLY LINE OF SAID PARCEL AND SAID WESTERLY RIGHT-OF-WAY LINE OF LINCOLN STREET;

THENCE NORTH 00°08'05" WEST ALONG THE EASTERLY LINE OF SAID PARCEL AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 350.67 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 191,318 SQUARE FEET, OR 4.392 ACRES MORE OR LESS.

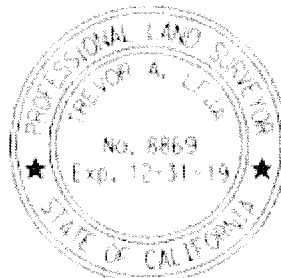
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000022931 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION.

  
TREVOR A. LEJA, P.L.S. 8869

  
DATED:



## 08-RIV-111-PM 18.0/19.0 0664-004 (0664-004K)

NE COR.

SEC. 18

APN 727-100-007

EXST. R/W

APN 727-100-025

AVENUE 66

SEC 7

EXST. RAW

**SEC. 8**

SEC. 17

PARCEL  
0664-0041

RIGHT-OF-WAY INFORMATION:

6 HWY 111 &  
MISC ROADS ALONG  
SECTION LINES  
OR 2454/65  
REC 4/17/1959

N 53°54'00" W (R)

PARCEL  
0664-004K

191,318 SQ. FT.  
4.392 AC.

T.P.O.B.

APN  
727-250-005

INST  
# 2006-0834880  
REC  
11/13/2006

CURVE TABLE				
NUMBER	RADIUS	DELTA	DISTANCE	TANGENT
9	360.10'	73°53'51"	464.43'	270.85'
11	260.00'	20°13'37"	91.79'	46.38'
15	185.08'	32°57'57"	106.49'	54.76'

SEC. 18, T. 7 S., R. 9 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 1.000022931

PCL No.: 0664-004K

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: B8-0664

PROJECT: 66th AVENUE (GS)

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.

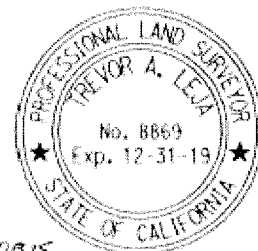
PREPARED BY: DK

DATE: AUGUST, 2018

APPROVED BY:

DATE :

SHEET 1 OF 1



PROJECT: AVENUE 66 GRADE SEPARATION PROJECT  
PARCEL: 0664-004K  
APN: 727-250-004 and 727-250-005 (portions)

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

**GRANTOR: JAMES FARZAD  
HORMOZI, a single man**

By: \_\_\_\_\_  
James Farzad Hormozi

### 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: AVENUE 66 GRADE SEPARATION PROJECT  
PARCEL: 0664-004K  
APN: 727-250-004 and 727-250-005 (portions)

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

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated \_\_\_\_\_, from JAMES FARZAD HORMOZI, a single man, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

COUNTY OF RIVERSIDE  
Patricia Romo, Director of Transportation

By: \_\_\_\_\_, Deputy  
David McMillan

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)

MT:jb/011619/300TR/20.431

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

PROJECT: AVENUE 66 GRADE SEPARATION  
PROJECT

PARCEL: 0664-004P

APN: 727-250-004 and 727-250-005 (portion)

## GRANT DEED

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

JAMES FARZAD HORMOZI, a single man

Grants to the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
the fee simple interest in real property in the County of Riverside, State of California, as  
more particularly described as:

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-004P

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED NOVEMBER 13, 2006 AS INSTRUMENT NUMBER 2006-0834880 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;**

THENCE SOUTH 00°08'05" EAST ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 29.95 FEET;

THENCE SOUTH 89°51'55" WEST A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN INSTRUMENT 2006-0834880, SAID CORNER ALSO BEING A POINT OF INTERSECTION BETWEEN THE WESTERLY RIGHT-OF-WAY LINE OF LINCOLN STREET (30.00 FOOT WESTERLY HALF-WIDTH) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE 66 (30.00 FOOT SOUTHERLY HALF-WIDTH) AS DESCRIBED BY BOARD OF SUPERVISORS RESOLUTION RECORDED APRIL 17, 1959 IN BOOK 2454, PAGE 65 OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE SOUTH 89°57'40" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 125.60' TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 39°22'24" WEST, A DISTANCE OF 247.46 FEET;

THENCE NORTH 60°15'19" WEST, A DISTANCE OF 198.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,587.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°38'43", AN ARC DISTANCE OF 211.76 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AVENUE 66;

THENCE NORTH 89°57'40" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 519.56 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 47,769 SQUARE FEET, OR 1.097 ACRES MORE OR LESS.

EXHIBIT "A"  
LEGAL DESCRIPTION  
08-RIV-111-PM 18.0/19.0  
0664-004P

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED  
ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY  
DISTANCES SHOWN BY 1.000022931 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:

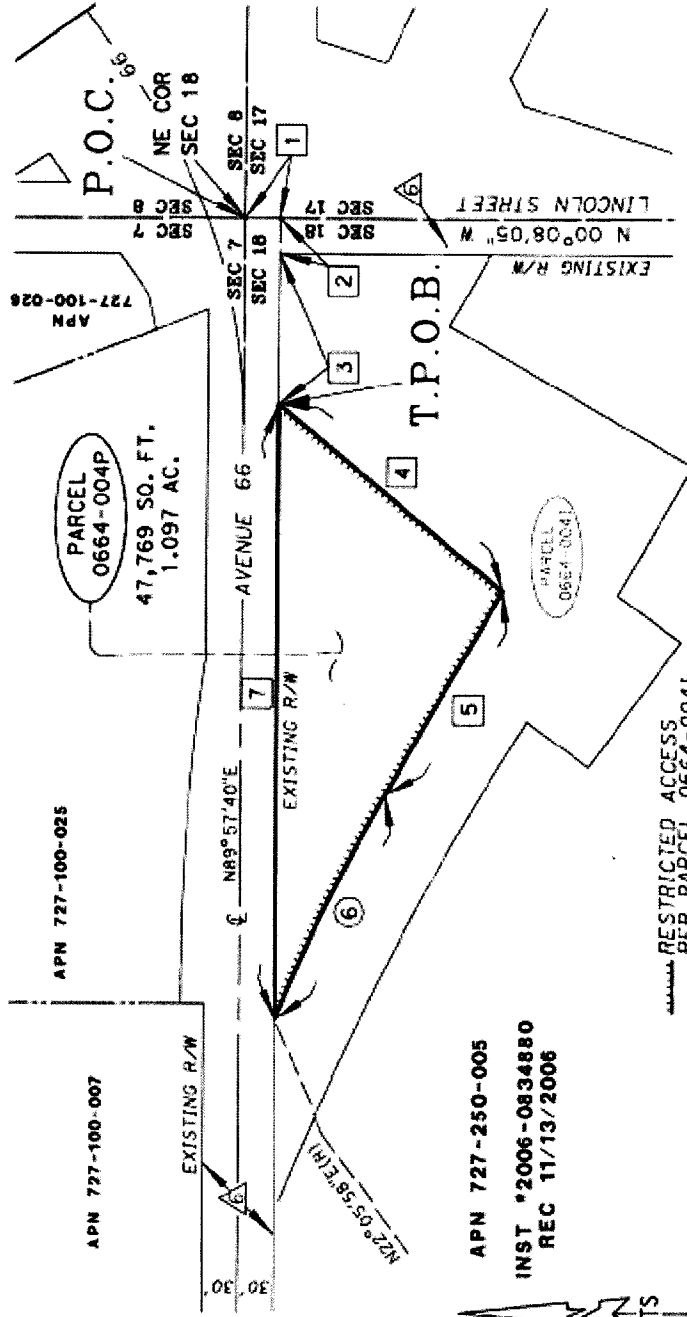
TALG  
TREVOR A. LEJA, P.L.S. 8869

201115  
DATED:

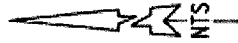


# EXHIBIT "B"

08-RIV-111-PM 18.0/19.0 0664-004 (0664-004P)



APN 727-250-005  
INST #2006-0834880  
REC 11/13/2006



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931	
PCL No.: 0664-004P	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 88-0664	PROJECT: 66th AVENUE (GS)
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: NG	APPROVED BY: [Signature]
DATE: NOVEMBER, 2018	DATE: 11/15
SHEET 1 OF 2	

SEC. 18, T. 7 S.,  
R. 9 E., S.B.M.



# EXHIBIT "B"

08-RIV-111-PM 18.0/19.0 0664-004 (0064-004P)

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
1	S 00°08'05" E	29.95'
2	S 89°51'55" W	30.00'
3	S 89°57'40" W	125.60'
4	S 39°22'24" W	247.46'
5	N 60°15'19" W	198.41'
7	N 89°57'40" E	519.56'

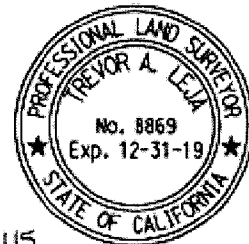
## RIGHT-OF-WAY INFORMATION:

△ HWY 111 &  
MISC ROADS ALONG  
SECTION LINES  
OR 2454/65  
REC 4/17/1959

CURVE TABLE				
NUMBER	RADIUS	DELTA	DISTANCE	TANGENT
6	1,587.00'	07°38'43"	211.78'	106.04'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931

PCL No.: 0664-004P	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 88-0664	PROJECT: 66th AVENUE (CS)
SCALE: N/A	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: NG	APPROVED BY: <i>T. J. [Signature]</i>
DATE: NOVEMBER, 2018	DATE: 2/18/15
SHEET 2 OF 2	



PROJECT: AVENUE 66 GRADE SEPARATION PROJECT  
PARCEL: 0664-004P  
APN: 727-250-004 and 727-250-005 (portions)

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

**GRANTOR: JAMES FARZAD HORMOZI,  
a single man**

By: \_\_\_\_\_  
James Farzad Hormozi

### 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: AVENUE 66 GRADE SEPARATION PROJECT  
PARCEL: 0664-004P  
APN: 727-250-004 and 727-250-005 (portions)

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

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated \_\_\_\_\_, from JAMES FARZAD HORMOZI, a single man, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

COUNTY OF RIVERSIDE  
Patricia Romo, Director of Transportation

By: \_\_\_\_\_, Deputy  
David McMillan



Patricia Romo, P.E.  
Director of Transportation

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### Transportation Department

### NOTICE OF EXEMPTION

Mojahed Salama, P.E.  
Deputy for Transportation Capital Project  
Richard Lantis, P.L.S.  
Deputy for Transportation Planning and  
Development

January 17, 2019

**PROJECT TITLE:** Avenue 66 Grade Separation  
Work Order #B80664C, Task Code #Z1530

**PROJECT SPONSOR:** Riverside County Transportation Department

**PROJECT LOCATION:** Community of Mecca

**SUPERVISORIAL DISTRICT:** 4<sup>th</sup>

Original Negative Declaration/Notice of  
Determination was routed to County  
Clarks for posting on.

3/28/19  
Date

VP  
Initial

**PROJECT DESCRIPTION:** The Riverside County Transportation Department (RCTD), in cooperation with the California Department of Transportation (Caltrans), proposes to construct a new grade separation and roadway to cross the Union Pacific Railroad (UPRR), State Route 111 (SR-111), and Hammond Road from a realigned Avenue 66 in the Community of Mecca Avenue, California. Avenue 66 is a major street within this part of Riverside County and serves as a connection between State Route 86, SR-111, and the Community of Mecca. The project will include:

- Grade separation
- Realignment of Lincoln Street
- Realignment of the Lincoln Street and SR-111 intersection
- Construction of a new intersection at Avenue 66 and Lincoln Street
- Placement and relocation of utilities

#### **ENVIRONMENTAL ANALYSIS:**

The proposed project is needed because the only Union Pacific Railroad (UPRR) crossing in the area is at 4<sup>th</sup> Street, and since the 4<sup>th</sup> Street crossing is at-grade, travel is delayed when a train is present. The project will require partial right of way acquisition. Temporary construction easements will be needed for the proposed improvements.

This project is subject to compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). In accordance with Section 7.1 (Covered Activities outside Conservation Areas) of the CVMSHCP, projects approved pursuant to the County General Plan are considered a covered activity outside of conservation areas. This project is included in the circulation element under the County General Plan, therefore it is a covered activity under the CVMSHCP. The project will comply with the guidelines provided in Section 6.6.1 (Obligations of the Local Permittees).

If tree and/or vegetation removal takes place during the migratory bird breeding season (February 15<sup>th</sup> to September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA).

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

**Section 15061(b)(3) – Common Sense Exemption** – The project proposes to construct a new grade separation and roadway in order to provide a crossing over the UPPR, SR-111, and Hammond Road. The project is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment, therefore the project is not subject to CEQA.

By: Mohamed Eissa, Assistant Transportation Planner

Signed: Mary Zambon  
Mary Zambon, Environmental Division Manager

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-  
537280-20000-3130500000 ZB80664C Z1530

AUTHORIZATION NUMBER: W.O.#ZB80664C, Task Code Z1530

AMOUNT: \$50.00

DATE: January 17, 2019

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR  
PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING  
DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mary Zambon, Environmental Division Manager

Signature: Mary Zambon

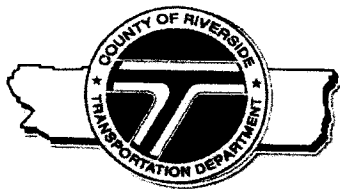
PRESENTED BY: Mohamed Eissa

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



*Patricia Romo, P.E.*  
*Director of Transportation*

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### Transportation Department

*Mojahed Salama, P.E.*  
*Deputy for Transportation/Capital Project*  
*Richard Lantis, P.L.S.*  
*Deputy for Transportation/Planning and  
Development*

DATE: January 17, 2019

TO: Mary Ann Meyer, Office of the County Clerk  
*MZambon*

FROM: Mary Zambon, Environmental Division Manager

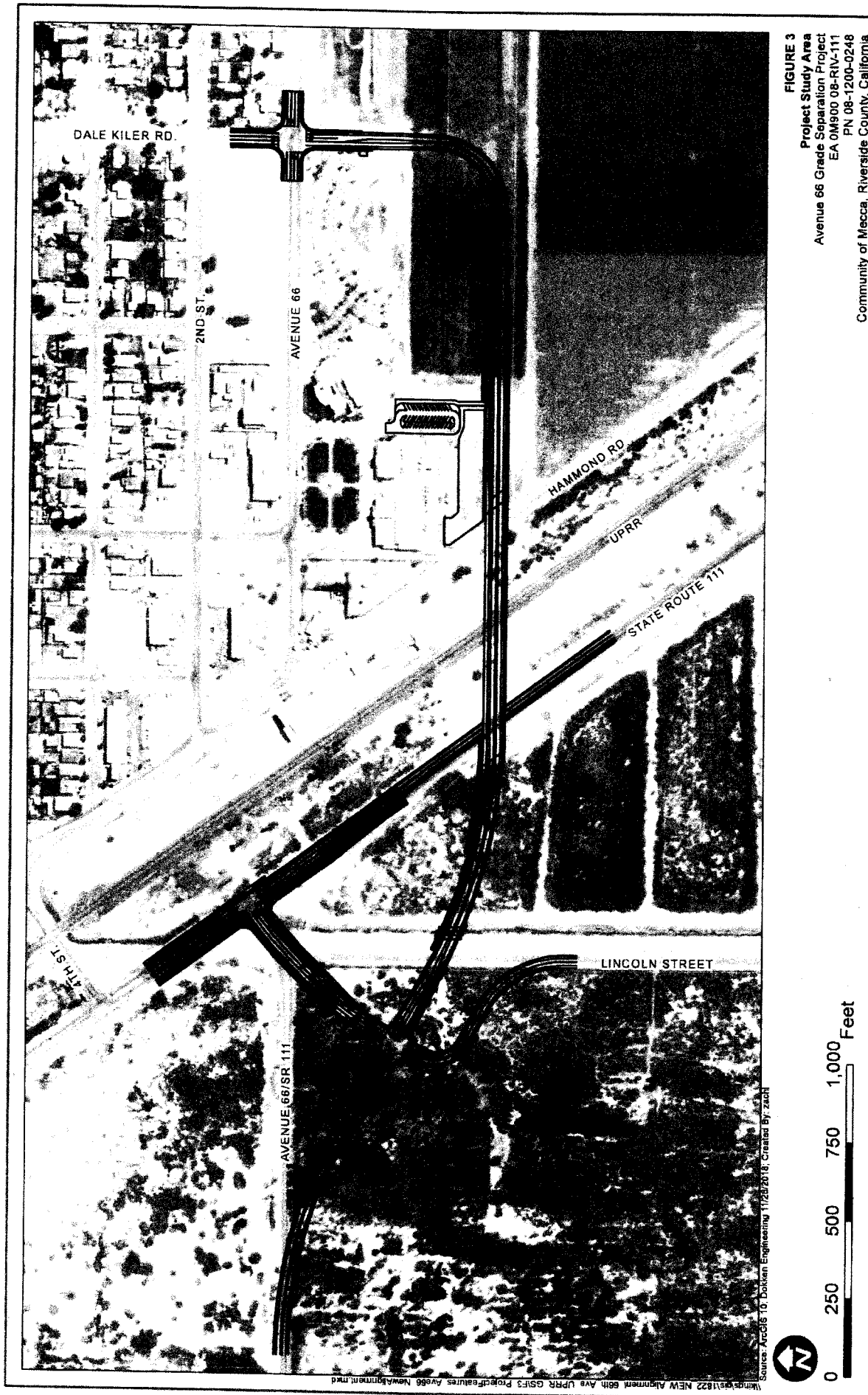
RE: **Avenue 66 Grade Separation**  
W.O.#ZB80664C, Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mohamed Eissa. If you have any questions, please contact me at (951) 955-1506.

Attachment

cc: file



**FIGURE 3**  
**Project Study Area**  
 Avenue 66 Grade Separation Project  
 EA 0M900 06-RV-111  
 PN 08-1200-0248  
 Community of Mecca, Riverside County, California