

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



ITEM: 3.58
(ID # 11955)

MEETING DATE:
Tuesday, April 07, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Adoption of Resolution No. 2020-050 Summarily Vacating a portion of excess right-of-way along De Palma Road and Execution of a Quitclaim Deed in the Alberhill area, CEQA Exempt, District 1. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Vacation and Transfer of a portion of excess right-of-way along De Palma Road is categorically exempt from CEQA pursuant to Sections 15060(c)(2), and 15061(b)(3) of the State CEQA Guidelines;
2. Declare the subject portion of excess right-of-way along De Palma Road as exempt surplus land;
3. Adopt Resolution No. 2020-050, Summarily Vacating a portion of excess right-of-way along De Palma Road;
4. Approve the Transfer Agreement transferring the excess right-of-way to Ann Nugent by Quitclaim Deed;
5. Authorize the Chairman of the Board to Execute the Transfer Agreement and Quitclaim Deed on behalf of the County;
6. Direct the Clerk of the Board to deliver the Notice of Exemption to the Office of the County Clerk for filing within five (5) working days of this Board hearing; and
7. Direct the Clerk of the Board to cause a certified copy of this resolution to be recorded in the office of the Recorder of the County of Riverside, California.

ACTION: Policy

Patricia Romo, Director of Transportation 3/3/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: April 7, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant Fees 100% No General Fund will be used.			Budget Adjustment: N/A	
			For Fiscal Year: 2019/2020	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The property owner adjacent this portion of De Palma Road (Road) has requested this vacation. The applicant has been using this portion of Road for driveway and landscaping purposes since purchasing the adjacent property in 1999. This portion of Road has been relinquished to the County of Riverside (County) by the State of California Department of Transportation and is excess right of way as it is not required for public street or highway purposes. This portion of Road is owned in fee title by the County, and due to its size, location and configuration is no longer necessary to be retained for highway purposes. Having maintenance responsibilities of this portion of Road is an unnecessary burden to the County. The County desires to vacate and quitclaim this portion of excess right-of-way to the adjoining property owner Ann Nugent. The Quitclaim Deed contains the reservation of an access easement to enable the County to access and maintain slopes along the existing drainage channel. This vacation will not eliminate access to any parcel. The Transportation Department has reviewed this vacation and has no objections.

As determined in the attached Notice of Exemption, the vacation is exempt for the provisions of CEQA pursuant to Categorical Exemptions 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines. The vacation will not result in any specific or general exceptions to the use of the categorical exemption and will not cause any direct or indirect physical environmental impacts.

County Counsel has approved Resolution Number 2020-050 as to form.

Impact on Residents and Businesses

The vacation of this portion of excess right-of-way along De Palma Road will not impact residents or businesses.

Additional Fiscal Information

All fees are paid by the applicant. There is no General Fund obligation.

ATTACHMENTS:

- Resolution No. 2020-050
- Resolution Exhibits "A" and "B" (Legal Description and Plat)
- Transfer Agreement

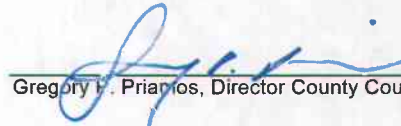
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Quitclaim Deed with Exhibits "A" and "B" (Legal Description and Plat)
Attachment "A" (Vicinity Map)
NOE - Signed
Authorization to Bill



Jason Farin, Senior Management Analyst

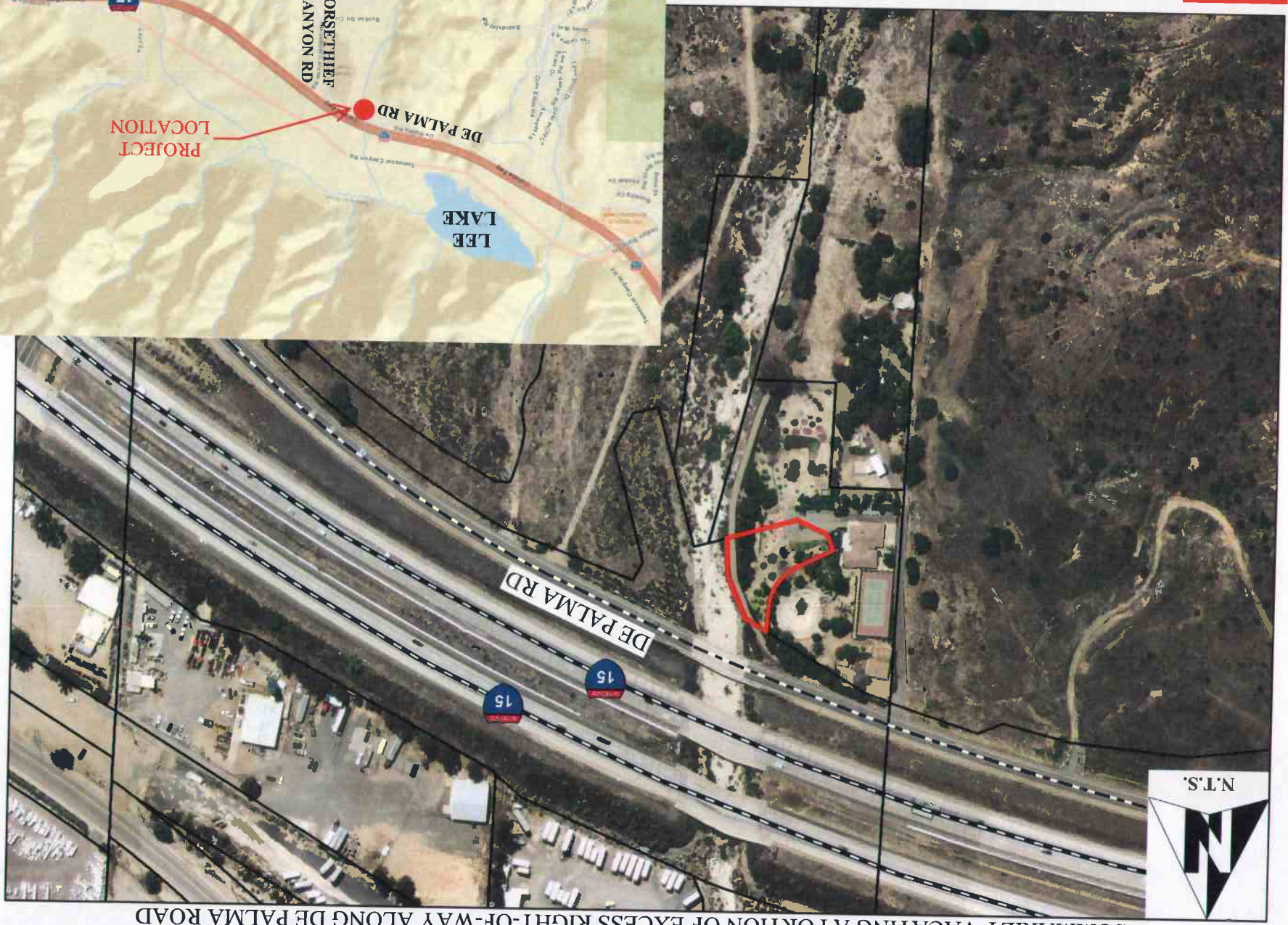
3/20/2020



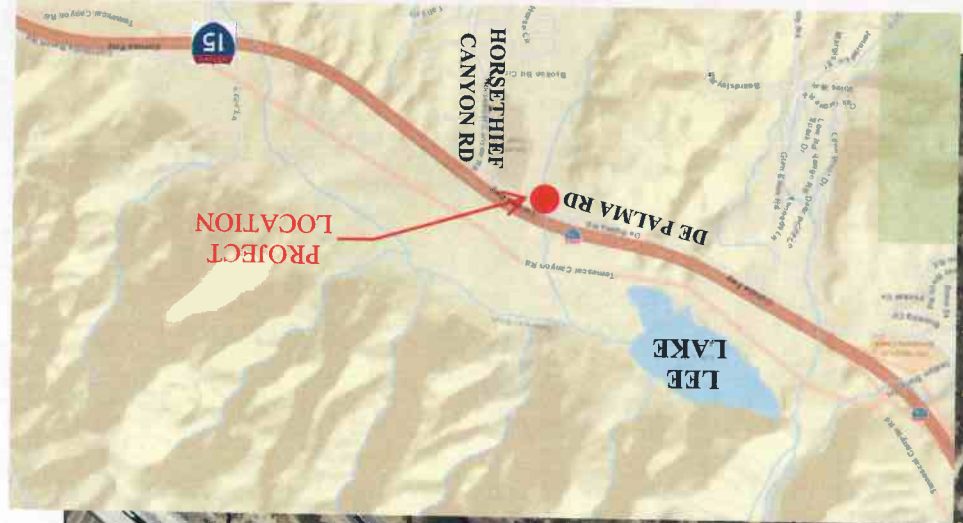
Gregory V. Prietos, Director County Counsel

3/12/2020

ATTACHMENT "A"
SUMMARILY VACATING A PORTION OF EXCESS RIGHT-OF-WAY ALONG DE PALMA ROAD



INDICATES AREA TO BE VACATED



NOTE: TO BE REMOVED PRIOR TO RECORDING

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

2020-0160051

04/09/2020 02:32 PM Fee: \$ 0.00

Page 1 of 11

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



6080

THIS SPACE FOR RECORDERS USE ONLY

RESOLUTION NO. 2020-050

Title of Document

**SUMMARILY VACATING A PORTION OF EXCESS RIGHT-OF-WAY ALONG
DE PALMA ROAD AND EXECUTION OF A QUITCLAIM DEED
IN THE ALBERHILL AREA
(ABS19008)**

(FIRST SUPERVISORIAL DISTRICT)

(Transportation Department ~ Item 3.58 of 04/07/2020)

2
3
4 **RESOLUTION NO. 2020-050**

5 SUMMARILY VACATING A PORTION OF EXCESS RIGHT-OF-WAY ALONG
6 DE PALMA ROAD AND EXECUTION OF A QUITCLAIM DEED
7 IN THE ALBERHILL AREA.
8 (ABS19008)
9 (First Supervisorial District)

10
11 **WHEREAS**, the hereinafter-described portion of excess right-of-way along De
12 Palma Road was acquired in fee title by the State of California by Final Order of
13 Condemnation recorded December 21, 1977, as Instrument Number 253002, records of
14 the Recorder of Riverside County, California; and,

15
16 **WHEREAS**, title to the hereinafter-described portion of excess right-of-way along
17 De Palma Road was relinquished from the State of California to the County of Riverside
18 by Relinquishment recorded September 11, 1984, as Instrument Number 197710, records
19 of the Recorder of Riverside County, California; and,

20
21 **WHEREAS**, the hereinafter-described portion of excess right-of-way along De
22 Palma Road is excess right-of-way, and is not required for public street or highway
23 purposes; and,

24
25 **WHEREAS**, applicable procedures pertaining to summary vacations were followed
26 pursuant to the County's adopted "Resolutions for Fixing Procedures to Vacate and
27 Accept County Highways and Property Offered for Dedication," now therefore;

28

FORM APPROVED COUNTY COUNSEL
BY:  WESLEY W. STANFIELD
DATE: 3/12/2020

1 **RESOLUTION NO. 2020-050**

2
3 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Supervisors of
4 the County of Riverside, State of California, in regular session assembled on
5 April 7, 2020, as follows:

6
7 1. The vacation of a portion of excess right-of-way along De Palma Road is
8 categorically exempt from CEQA pursuant to Section 15060(c)(2), and
9 15061(b)(3) of the State CEQA Guidelines.

10
11 2. Pursuant to Division 9, Part 3, Chapter 4, Section 8334(a) of the Streets
12 and Highways Code, the hereinafter-described portion of excess right-of-
13 way along De Palma Road is excess right-of-way and is not required for
14 public street or highway purposes, and is hereby summarily vacated.

15
16 SEE LEGAL DECSRIPTION AND PLAT ATTACHED HERETO
17 AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF;

18
19 3. That the hereinafter-described portion of excess right-of-way along De
20 Palma Road is unnecessary for present or prospective public use, including
21 use as a non-motorized transportation facility.

22
23 4. From and after the date this resolution is recorded the hereinafter-described
24 portion of excess right-of-way along De Palma Road no longer constitutes a
25 public street.

1 **RESOLUTION NO. 2020-050**

2
3 **EXCEPTING AND RESERVING** from the vacation an easement for any existing
4 public utilities and public service facilities, together with the right to maintain, operate,
5 replace, remove, or renew such facilities, pursuant to Division 9, Part 3, Chapter 5,
6 Section 8340 of the Streets and Highways Code.

7
8 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Transfer
9 Agreement is approved and the Chairman of the Board is authorized to execute the
10 Transfer Agreement and Quitclaim Deed on behalf of the County.

11
12 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of
13 the Board is directed to file with the Office of the County Clerk the Notice of Exemption
14 within five (5) working days of the Board hearing date.

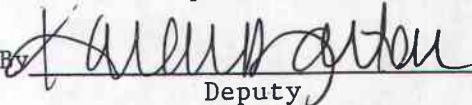
15
16 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk
17 of the Board is directed to cause a certified copy of this resolution to be recorded in
18 the office of the Recorder of the County of Riverside, California.

19 ROLL CALL:

20 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
21 Nays: None
22 Absent: None

23 The foregoing is certified to be a true copy of a resolution duly
24 adopted by said Board of Supervisors on the date therein set forth.

25 Kecia R. Harper, Clerk of said Board

26 
27 Deputy

28 PH W.O. # ABS19008

EXHIBIT "A"
VACATION
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 5376-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 21, 1977, AS INSTRUMENT NUMBER 253002, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE WESTERLY, SOUTHWESTERLY AND SOUTHERLY LINES OF SAID PARCEL 5376-1:

SOUTH 02°32'30" WEST ALONG SAID WESTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 414.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4,794.00 FEET AND AN INITIAL RADIAL BEARING OF NORTH 19°19'23 EAST;

EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°44'08", AN ARC DISTANCE OF 61.55 FEET;

(COURSE "A") SOUTH 58°25'14" EAST A DISTANCE OF 188.11 FEET TO THE TRUE POINT OF BEGINNING;

SOUTH 03°19'05" WEST A DISTANCE OF 39.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET;

SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 60°57'27", AN ARC DISTANCE OF 95.75 FEET;

SOUTH 64°16'32" WEST A DISTANCE OF 68.37 FEET;

SOUTH 23°20'56" EAST A DISTANCE OF 24.08 FEET;

SOUTH 65°54'00" EAST A DISTANCE OF 61.49 FEET;

NORTH 76°36'25" EAST A DISTANCE OF 128.49 FEET;

THENCE NORTH 04°00'48" WEST A DISTANCE OF 65.39 FEET;

**EXHIBIT "A"
VACATION
LEGAL DESCRIPTION**

THENCE NORTH 25°28'53" WEST A DISTANCE OF 82.92 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF HEREINABOVE DESCRIBED COURSE "A";

THENCE NORTH 58°25'14" WEST ALONG SAID SOUTHEASTERLY PROLONGATION A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINING 17,846 SQUARE FEET OR 0.410 ACRES MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA PLANE COORDINATE SYSTEM ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000059204 TO OBTAIN GROUND DISTANCE, AS SHOWN ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NUMBER 407561, ON FILE IN BOOK 204 PAGE 970, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY.

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

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

9/17/2019

DATED:



EXHIBIT "B"

VACATION

SEC. 8

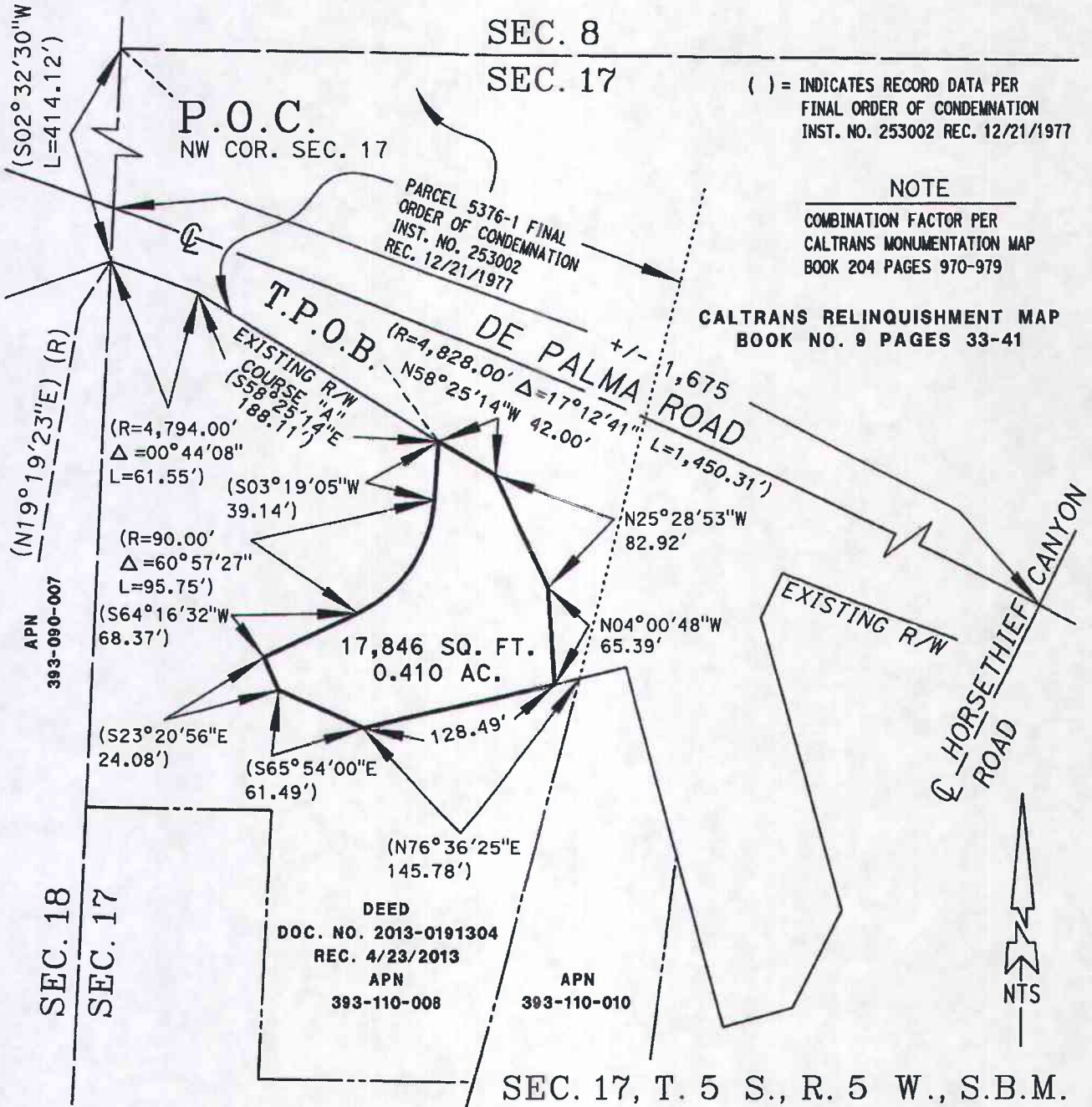
SEC. 17

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INST. NO. 253002 REC. 12/21/1977

NOTE

COMBINATION FACTOR PER
CALTRANS MONUMENTATION MAP
BOOK 204 PAGES 970-979

CALTRANS RELINQUISHMENT MAP
BOOK NO. 9 PAGES 33-41



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF "1.000059204"


PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABS19008	PROJECT: VACATION
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	APPROVED BY: 
DATE: SEPTEMBER, 2019	DATE: 9/17/2019
SHEET 1 OF 1	



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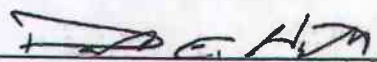
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EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

9/17/2019

DATED:



EXHIBIT "B"

VACATION

SEC. 8

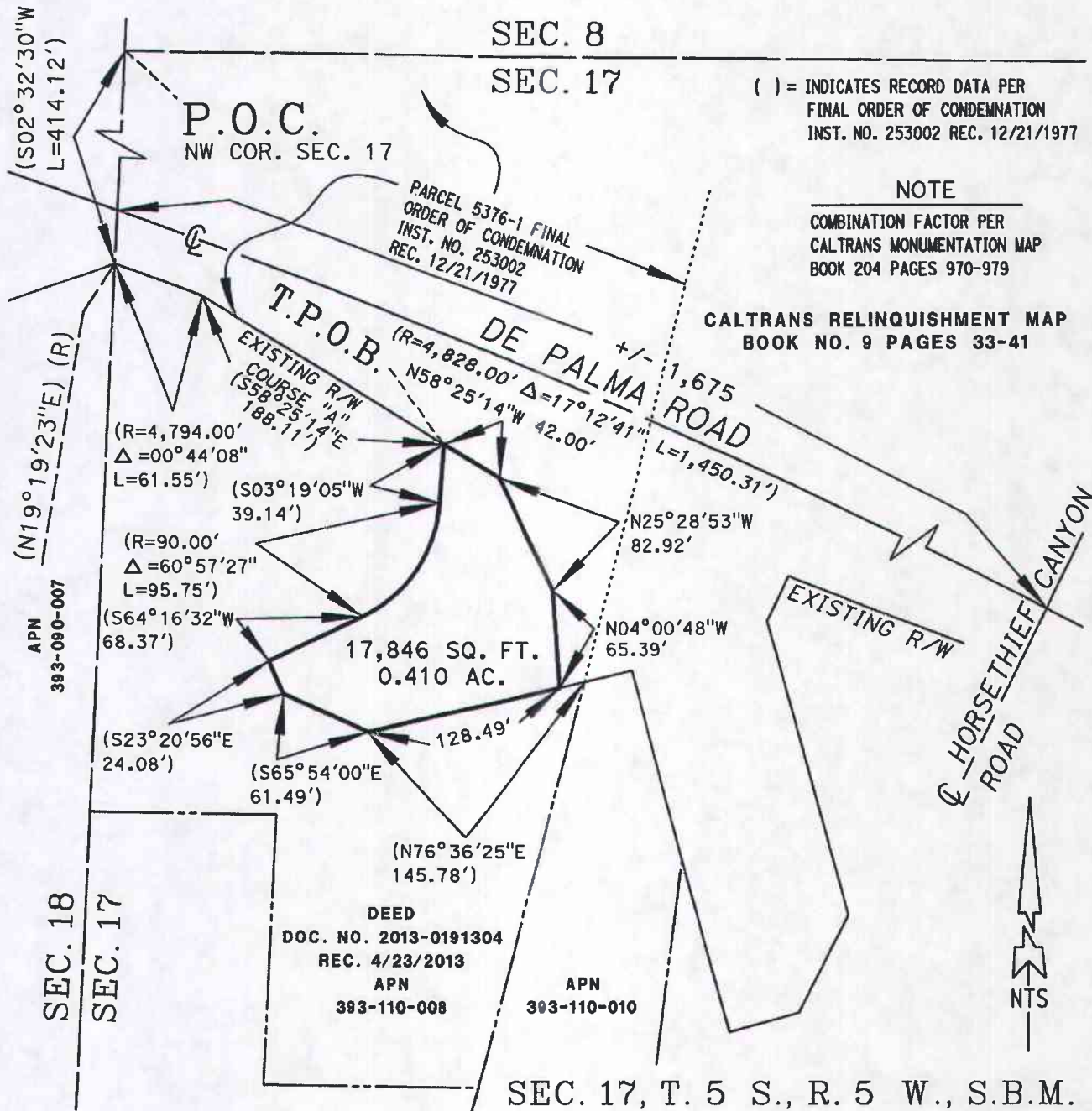
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PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABS19008	PROJECT: VACATION
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	
DATE: SEPTEMBER, 2019	APPROVED BY: <i>[Signature]</i>
SHEET 1 OF 1	DATE: 9/17/2019





**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date:

4-7-2020

Signature:

Karen Barton

Print Name: Karen Barton, Deputy Clerk of the Board

FILING REQUESTED BY AND WHEN FILED
RETURN TO: STOP NO. 1080
RIVERSIDE COUNTY SURVEYOR'S OFFICE
4080 LEMON STREET, 8TH FLOOR
RIVERSIDE, CA 92501

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

4/9/2020

Date

kb

Initial

NOTICE OF EXEMPTION

Project Name: Resolution No. 2020-050, Summarily Vacating a portion of excess right-of-way along De Palma Road and execution of a quitclaim deed in the Alberhill area.

Project Number: ABS19008, SU14

Project Location- See Exhibits "A" & "B"

Description of Project: Resolution No. 2020-050, Summarily Vacating a portion of excess right-of-way along De Palma Road and execution of a quitclaim deed in the Alberhill area.

Name of Public Agency Approving Project: Riverside County Transportation Department, Survey Division, County of Riverside.

Name of Person or Agency Carrying Out Project: David L. McMillan, Riverside County Transportation Department, Survey Division, County of Riverside.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3), General Rule "Common Sense" Exemption. Not a "project" as defined under State CEQA Guidelines, Section 15060(c).

Reasons Why Project is Exempt: The vacation of a street has been determined to not be a "project" as defined under State CEQA Guidelines section 15060(c). However, even if it was determined to be a project under CEQA for analysis purposes, the project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The vacation of the existing roadway will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The vacation of this street will not have an effect on the environment; thus, the County has deemed this does not meet the definition of a "project" under CEQA and no environmental impacts are anticipated to occur.

- Section 15061(b)(3) - General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. Vacating a street will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Therefore, in no way would vacating a street have the potential to cause a significant environmental impact and the vacation is exempt from further CEQA analysis.

APR 07 2020

3.58

- Section 15060(c) – for purposes of analysis under CEQA, Vacating a street is not a “project” under CEQA pursuant to Section 15060(c). An action by a public agency is only a “project” subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the County, in no way will Vacating a street increase the use of the site, result in increased development or construction impacts, or lead to any direct, indirect, or cumulative physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

2-11-2020

David L. McMillan, Riverside County Surveyor

EXHIBIT "A"
VACATION
LEGAL DESCRIPTION

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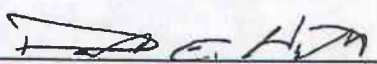
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EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

9/17/2019

DATED:



EXHIBIT "B"

VACATION

SEC. 8

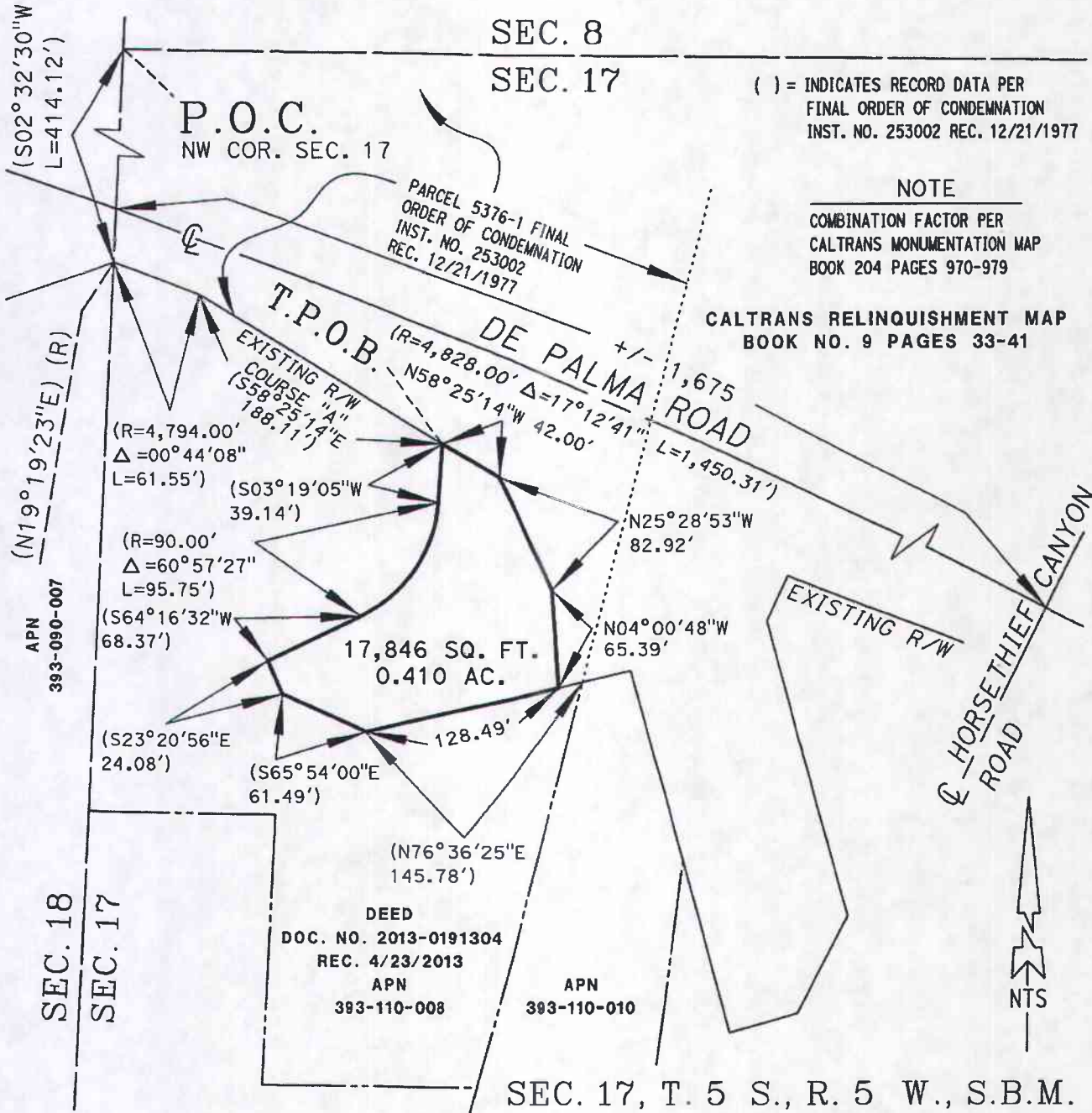
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CALTRANS MONUMENTATION MAP
BOOK 204 PAGES 970-979

CALTRANS RELINQUISHMENT MAP
BOOK NO. 9 PAGES 33-41



(S02°32'30"W
L=414.12')

P.O.C.
NW COR. SEC. 17

PARCEL 5376-1 FINAL
ORDER OF CONDEMNATION
INST. NO. 253002
REC. 12/21/1977

T.P.O.B. (R=4,828.00' Δ=17°12'41"
N58°25'14"W 42.00'

(N19°19'23"E) (R)

APN
393-090-007

(R=4,794.00'
Δ=00°44'08"
L=61.55')

(S03°19'05"W
39.14')

(R=90.00'
Δ=60°57'27"
L=95.75')

(S64°16'32"W
68.37')

17,846 SQ. FT.
0.410 AC.

DE PALMA ROAD
+/- 1,675
L=1,450.31')

(N25°28'53"W
82.92')

(N04°00'48"W
65.39')

(S23°20'56"E
24.08')

(S65°54'00"E
61.49')

(N76°36'25"E
145.78')

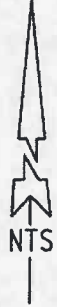
DEED
DOC. NO. 2013-0191304
REC. 4/23/2013

APN
393-110-008

APN
393-110-010

SEC. 18
SEC. 17

HORSETHIEF CANYON
ROAD



SEC. 17, T. 5 S., R. 5 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF "1.000059204"

PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABS19008	PROJECT: VACATION
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	APPROVED BY: <i>[Signature]</i>
DATE: SEPTEMBER, 2019	DATE: 9/17/2019
SHEET 1 OF 1	



RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION: W.O. ABS19008 SU14
Accounting String 537280-20260-3130200000 ZABS19008 ZSU14

AMOUNT: \$50.00

DATE: 9/16/19

AGENCY: Riverside County Transportation Dept-Survey Division

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: David L. McMillan County Surveyor

Signature:  _____

PRESENTED BY: Paul Hillmer

ACCOUNTING CONTACT PERSON: **Kevin Kincad 955-6262**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

TRANSFER AGREEMENT
BY AND BETWEEN
COUNTY OF RIVERSIDE
AND ANN NUGENT

This TRANSFER AGREEMENT ("Agreement") is made and effective on April 7, 2020 ("Effective Date") by and between County of Riverside, a political subdivision of the State of California, ("County"), and Ann Nugent, an individual ("Transferee"). County and Transferee may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the County is the owner of certain real property located in the Alberhill area, County of Riverside, State of California, consisting of approximately 0.41 acres of land, also known as a portion of that certain CalTrans parcel no. 5376-1 ("Property"), more particularly described in Exhibit "A", and depicted on Exhibit "B", attached hereto and by this reference incorporated herein;

WHEREAS, the Property is a portion of right-of-way that the State of California, Department of Transportation relinquished to the County in fee;

WHEREAS, Transferee has been using the Property for driveway and landscaping purposes since Transferee purchased the adjacent property in May 11, 1999;

WHEREAS, due to the Property's size, location, and configuration and pursuant to California Streets and Highways Code section 8334(a), the Property is excess right-of-way and not required for public street or highway purposes;

WHEREAS, the County wishes to dispose of the Property thereby relieving the County of maintenance and responsibility for this excess right-of-way;

WHEREAS, this transfer is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(C)(2) and Section 15061(b)(3), General Rule or "Common Sense" Exemption;

WHEREAS, the Property is exempt surplus land under the Surplus Land Act pursuant to California Government Code Section 54221(f)(1)(E);

WHEREAS, pursuant to California Government Code Section 25526.5, whenever the Board of Supervisors determines that any real property belonging to the County is no longer necessary for County or other public purposes, and its estimated value does not exceed twenty-five thousand dollars (\$25,000), the County may quitclaim such real

property in the manner and upon the terms and conditions approved by the Board of Supervisors; and

WHEREAS, the County and Transferee desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Transfer of the Property.** Within thirty (30) days of full execution of this Agreement and for the consideration described herein, County shall convey and transfer to Transferee the fee title to the Property, reserving therefrom a non-exclusive easement for ingress and egress in favor of the County, by recording a Quitclaim Deed substantially in the form attached hereto as Exhibit "C" and by this reference incorporated herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement.

2. **Valuation and Condition of the Property.** The Parties agree that the value of the Property is approximately twenty-four thousand dollars (\$24,000.00) as provided in the appraisal dated December 3, 2019. The Property is to be conveyed from the County to Transferee for no cash consideration but for valuable consideration in Transferee's promise and agreement to accept the Property "as-is" and to indemnify, defend, and forever hold harmless the County as set forth in this Agreement. Transferee acknowledges that the Property is being transferred in its "as-is" condition, as of the date of this Agreement, without warranty, and that County is not responsible for making corrections or repairs of any nature. Transferee further acknowledges that County has made no representations or warranties regarding the Property, including, but not limited to:

- (a) Property lines and boundaries;
- (b) Square footage and lot size;
- (c) Type, size, adequacy, capacity, and condition of sewer systems and components;
- (d) Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property;
- (e) Limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- (f) Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the

Property;

(g) Water and utility availability and use restrictions;

(h) Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;

(i) Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;

(j) Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and

(k) Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Transferee.

Transferee represents and warrants to County that Transferee and/or Transferee's agents, contractors, or employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to accept the Property in its "as-is" condition.

3. **Hazardous Substances.**

3.1 Defined. For purposes of this Lease, the term "Hazardous Substances" means any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the following; hereinafter referred to as "Environmental Laws," all as amended:

3.1.1 Clean Water Act, 33 U.S.C. § 1251 et seq;

3.1.2 Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.;

3.1.3 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.;

3.1.4 Hazardous Materials Transportation Safety Improvement Act, 49 U.S.C. § 5101 et seq.;

3.1.5 Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.;

3.1.6 California Porter-Cologne Water Quality Control Act, Water Code § 13000 et seq.;

3.1.7 Hazardous Waste Control Act, Health and Safety Code § 25100 et seq.;

- 3.1.8 Hazardous Waste Management Act, Health and Safety Code § 25170 et seq.;
- 3.1.9 Hazardous Substance Account Act (HSAA), Health and Safety Code § 25300 et seq.;
- 3.1.10 Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code § 25249.5 et seq.;
- 3.1.11 Underground Storage of Hazardous Substances, Health and Safety Code § 25280 et seq.; and
- 3.1.12 Hazardous Material Release Response Plans and Inventory, Health and Safety Code § 25500 et seq.

4. **Releases.** Prior to the Closing Date and in the event that Transferee knows or has reasonable cause to believe that Transferee, or any other party, has spilled or otherwise released a Hazardous Substance on or beneath the Property, Transferee shall immediately notify County of such Spill or Release. The failure by Transferee to disclose in a timely manner Transferee's release of either: (i) a material amount of Hazardous Substance; or (ii) an amount which is required to be reported to a state or local agency pursuant to the Environmental Laws shall be a default by Transferee, in addition to subjecting Transferee to actual damages and County's exercise of other remedies provided at law and in equity. Transferee shall, to the satisfaction of County, immediately clean up and completely remove all Hazardous Substances placed by Transferee on, in or under the Property, in a manner that is in all respects safe and in compliance with Environmental Laws.

5. **Hazardous Substances Indemnity.** Transferee shall defend, indemnify and hold County and its Board of Supervisors, officers, employees, contractors or agents harmless from any claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Substances placed or caused to be placed by Transferee on the Property prior to the Closing Date, as defined below, in violation of Environmental Laws. The foregoing indemnity is intended to operate as an agreement pursuant to CERCLA, 42 United States Code Section 9601(e), and to California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify County from any liability created by Transferee pursuant to such sections.

6. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within thirty (30) days following the full approval and execution of this Agreement ("Closing Date").

7. **Transferee's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the County, the close of this transaction shall be conditioned upon the timely performance by Transferee of all obligations required of Transferee by the terms of this Agreement.

8. **County's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of Transferee, the close of this transaction shall be

conditioned upon the timely performance by County of all obligations required of County by the terms of this Agreement. County shall provide to Transferee a Quitclaim Deed ("Quitclaim Deed"), in the form attached to this Agreement as Exhibit "C," duly executed and acknowledged by County and in recordable form, conveying the Property to Transferee.

9. **Mutual Obligations.** The terms and conditions herein are part of the consideration for, and material to, the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations are complete.

10. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Quitclaim Deed by the County to the Transferee will occur within the times described herein Section 1 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

11. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the County:

Attn: David McMillan
4080 Lemon Street
8th Floor
Riverside, CA 92501
Telephone: (951) 955-6700

If to the Transferee:

Attn: Ann Nugent
13005 De Palma Rd
Corona, CA 92883
Telephone: (951) 313-3330

Notices shall be effective on the earlier of actual delivery or two (2) days after they are mailed in accordance with this section.

12. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

13. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

14. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this

Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

16. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

17. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

18. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

20. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

21. **Survival.** The rights and obligations created by this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.


[Signature Provisions on Following Page]


22. This Agreement will be null and void if not duly approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

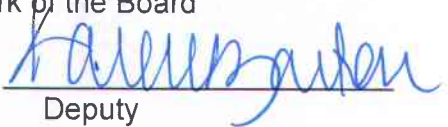
County:
County of Riverside, a political
subdivision of the State of California

Ann Nugent, an individual

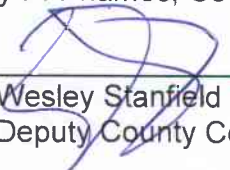
By: 
Chairman, V. Manuel Perez
Board of Supervisors

By: 

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

By: 
Wesley Stanfield
Deputy County Counsel

CAO:ra/0517/18/305FM/19.761

EXHIBIT "A"
VACATION
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 5376-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 21, 1977, AS INSTRUMENT NUMBER 253002, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE WESTERLY, SOUTHWESTERLY AND SOUTHERLY LINES OF SAID PARCEL 5376-1:

SOUTH 02°32'30" WEST ALONG SAID WESTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 414.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4,794.00 FEET AND AN INITIAL RADIAL BEARING OF NORTH 19°19'23 EAST;

EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°44'08", AN ARC DISTANCE OF 61.55 FEET;

(COURSE "A") SOUTH 58°25'14" EAST A DISTANCE OF 188.11 FEET TO THE **TRUE POINT OF BEGINNING**;

SOUTH 03°19'05" WEST A DISTANCE OF 39.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET;

SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 60°57'27", AN ARC DISTANCE OF 95.75 FEET;

SOUTH 64°16'32" WEST A DISTANCE OF 68.37 FEET;

SOUTH 23°20'56" EAST A DISTANCE OF 24.08 FEET;

SOUTH 65°54'00" EAST A DISTANCE OF 61.49 FEET;

NORTH 76°36'25" EAST A DISTANCE OF 128.49 FEET;

THENCE NORTH 04°00'48" WEST A DISTANCE OF 65.39 FEET;

**EXHIBIT "A"
VACATION
LEGAL DESCRIPTION**

THENCE NORTH 25°28'53" WEST A DISTANCE OF 82.92 FEET TO A POINT ON THE
SOUTHEASTERLY PROLONGATION OF HEREINABOVE DESCRIBED COURSE "A";

THENCE NORTH 58°25'14" WEST ALONG SAID SOUTHEASTERLY PROLONGATION
A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINING 17,846 SQUARE FEET OR 0.410 ACRES MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED
ON THE CALIFORNIA PLANE COORDINATE SYSTEM ZONE 6. MULTIPLY
DISTANCES SHOWN BY 1.000059204 TO OBTAIN GROUND DISTANCE, AS SHOWN
ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
MONUMENTATION MAP NUMBER 407561, ON FILE IN BOOK 204 PAGE 970, IN THE
OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY.

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

PREPARED UNDER MY SUPERVISION:



PAUL E. HILLMER P.L.S. 9017

9/17/2019

DATED:



EXHIBIT "B"

VACATION

SEC. 8

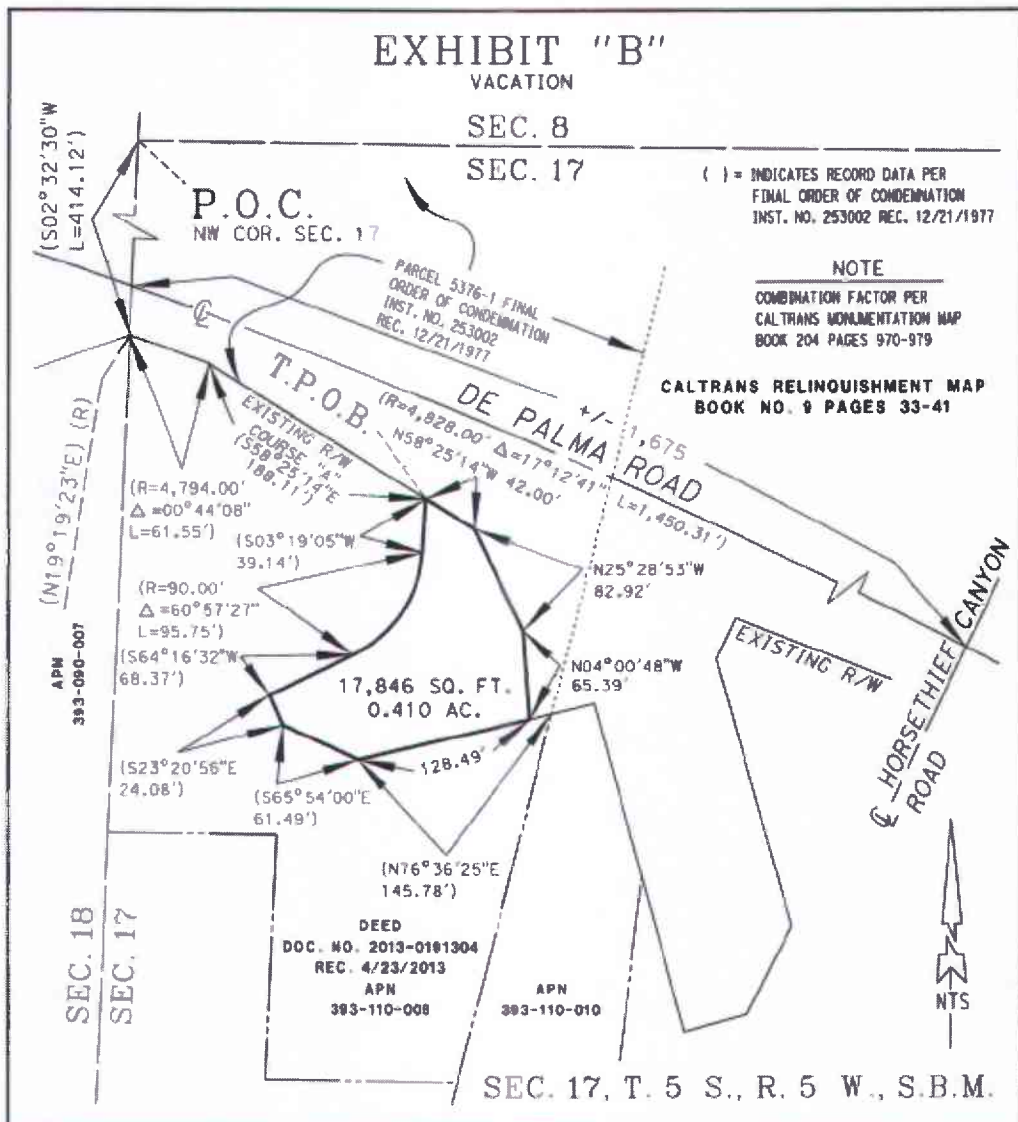
SEC. 17

() = INDICATES RECORD DATA PER FINAL ORDER OF CONDEMNATION INST. NO. 253002 REC. 12/21/1977

NOTE

COMBINATION FACTOR PER CALTRANS MONUMENTATION MAP BOOK 204 PAGES 970-979

CALTRANS RELINQUISHMENT MAP BOOK NO. 9 PAGES 33-41



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF "1.000059204"

PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABS19008	PROJECT: VACATION
SCALE: NTS	THIS PLAT IS AN ADD IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	APPROVED BY: <i>[Signature]</i>
DATE: SEPTEMBER, 2019	DATE: 9/17/2019
SHEET 1 OF 1	



RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

Ann Nugent
13005 De Palma Rd
Corona, CA. 92883

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R & T Code 11922

Space above this line reserved for Recorder's Use

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ None

Computed on full value of property conveyed, or

computed on full value less liens and encumbrances remaining at time of sale.

Unincorporated Area City of

APN: N/A

PARCEL: 5376-1 (PORTION)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision, of the State of California (hereby referred to as "County"), hereby remises, releases and forever quitclaims to Ann Nugent, a single woman, as her sole and separate property (hereby referred to as "Transferee"), all of County's right, title, and interest to the property described and depicted Exhibits "A" and "B" attached hereto and made a part hereof.

Transferee agrees to defend, indemnify and hold County and its Board of Supervisors, officers, employees, contractors and/or agents harmless from any claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Substances placed or caused to be placed by Transferee on the Property prior to the recording of this Quitclaim Deed, in violation of any applicable environmental laws. For the purposes of this paragraph, "Hazardous Substances" and include, but not be limited to, any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the following; hereinafter referred to as "Environmental Laws," all as amended: Clean Water Act, 33 U.S.C. § 1251 et seq; Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.; Hazardous Materials Transportation Safety Improvement Act, 49 U.S.C. § 5101 et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; California Porter-Cologne Water Quality Control Act, Water Code § 13000 et seq.; Hazardous Waste Control Act, Health and Safety Code § 25100 et seq.; Hazardous Waste Management Act, Health and Safety Code § 25170 et seq.; Hazardous Substance Account Act (HSAA), Health and Safety Code § 25300 et seq.; Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code § 25249.5 et seq.; Underground Storage of

Hazardous Substances, Health and Safety Code § 25280 et seq.; and Hazardous Material Release Response Plans and Inventory, Health and Safety Code § 25500 et seq. The foregoing indemnity is intended to operate as an agreement pursuant to CERCLA, 42 United States Code Section 9601(e), and to California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify County from any liability created by Transferee pursuant to such sections.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the _____ day of _____, 20____.

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

By: _____
V. Manuel Perez
Chairman, Board of Supervisors

Date: _____

EXHIBIT "A"
QUITCLAIM
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 5376-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 21, 1977, AS INSTRUMENT NUMBER 253002, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE WESTERLY, SOUTHWESTERLY AND SOUTHERLY LINES OF SAID PARCEL 5376-1:

SOUTH 02°32'30" WEST ALONG SAID WESTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 414.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4,794.00 FEET AND AN INITIAL RADIAL BEARING OF NORTH 19°19'23 EAST;

EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°44'08", AN ARC DISTANCE OF 61.55 FEET;

(COURSE "A") SOUTH 58°25'14" EAST A DISTANCE OF 188.11 FEET TO THE TRUE POINT OF BEGINNING;

SOUTH 03°19'05" WEST A DISTANCE OF 39.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET;

SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 60°57'27", AN ARC DISTANCE OF 95.75 FEET;

SOUTH 64°16'32" WEST A DISTANCE OF 68.37 FEET;

SOUTH 23°20'56" EAST A DISTANCE OF 24.08 FEET;

SOUTH 65°54'00" EAST A DISTANCE OF 61.49 FEET;

NORTH 76°36'25" EAST A DISTANCE OF 128.49 FEET;

(COURSE "B") THENCE NORTH 04°00'48" WEST A DISTANCE OF 65.39 FEET;

EXHIBIT "A"
QUITCLAIM
LEGAL DESCRIPTION

(COURSE "C") THENCE NORTH 25°28'53" WEST A DISTANCE OF 82.92 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF HEREINABOVE DESCRIBED COURSE "A", SAID POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 58°25'14" WEST ALONG SAID SOUTHEASTERLY PROLONGATION A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINING 17,846 SQUARE FEET OR 0.410 ACRES MORE OR LESS

RESERVING THEREFROM A NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF THE COUNTY OF RIVERSIDE, DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINABOVE DESCRIBED POINT "A";

THENCE SOUTH 25°28'53" EAST ALONG HEREINABOVE DESCRIBED COURSE "C" A DISTANCE OF 82.92 FEET;

THENCE SOUTH 04°00'48" EAST ALONG HEREINABOVE DESCRIBED COURSE "B" A DISTANCE OF 65.39 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5376-1;

THENCE SOUTH 76°36'25" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.14 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, HEREINABOVE DESCRIBED COURSE "B";

THENCE NORTH 04°00'48" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 65.15 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, HEREINABOVE DESCRIBED COURSE "C";

THENCE NORTH 25°28'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 96.45 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF HEREINABOVE DESCRIBED COURSE "A";

THENCE SOUTH 58°25'14" EAST ALONG SAID SOUTHEASTERLY PROLONGATION A DISTANCE OF 23.59 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A"
QUITCLAIM
LEGAL DESCRIPTION

ACCESS EASEMENT RESERVATION CONTAINING 1,550 SQUARE FEET OR 0.036 ACRES MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA PLANE COORDINATE SYSTEM ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000059204 TO OBTAIN GROUND DISTANCE, AS SHOWN ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NUMBER 407561, ON FILE IN BOOK 204 PAGE 970, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY.

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

PREPARED UNDER MY SUPERVISION:

Paul E. Hillmer
PAUL E. HILLMER P.L.S. 9017

2/26/2020
DATED:



EXHIBIT "B"

QUITCLAIM

SEC. 8

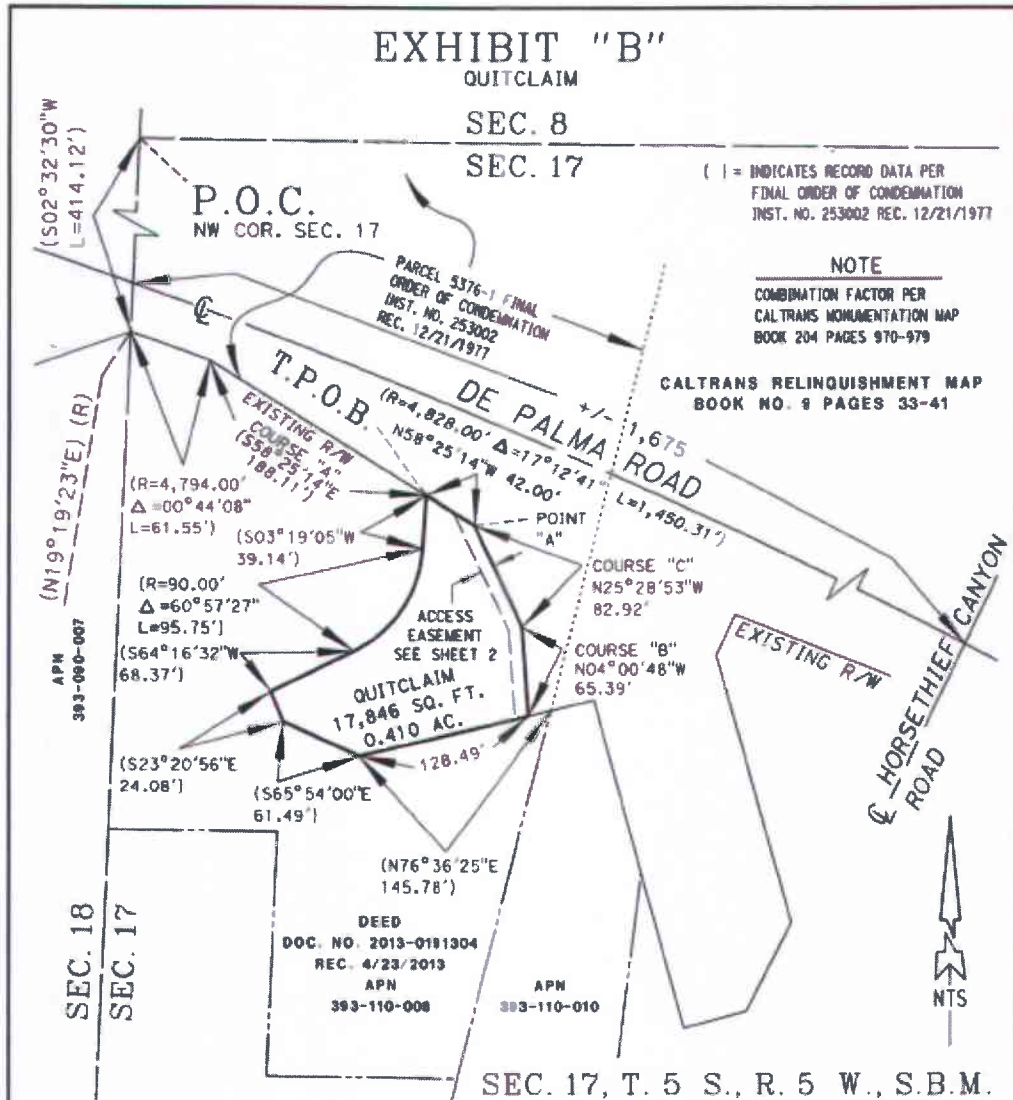
SEC. 17

() = INDICATES RECORD DATA PER FINAL ORDER OF CONDEMNATION INST. NO. 253002 REC. 12/21/1977

NOTE

COMBINATION FACTOR PER CALTRANS MONUMENTATION MAP BOOK 204 PAGES 970-979

CALTRANS RELINQUISHMENT MAP BOOK NO. 9 PAGES 33-41

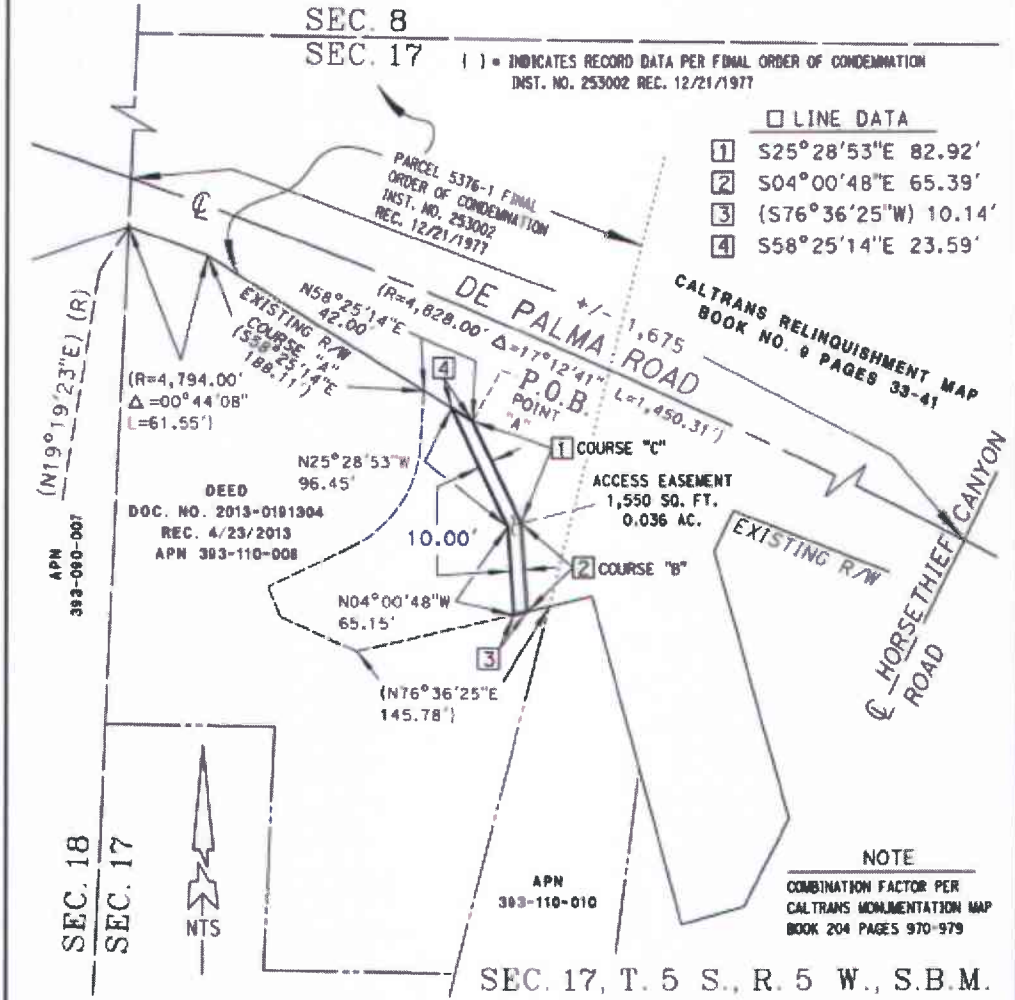


ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF "1.000059204"	
PCL No.: NA	COUNTY OF RIVERSIDE, TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABS19008	PROJECT: QUITCLAIM
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	APPROVED BY: <i>[Signature]</i>
DATE: SEPTEMBER, 2019	DATE: 2/26/2020
SHEET 1 OF 2	



EXHIBIT "B"

QUITCLAIM ACCESS EASEMENT RESERVATION



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF "1.000059204"

PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
TWO No.: ABS19008	PROJECT: QUITCLAIM
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	APPROVED BY: <i>[Signature]</i> DATE: 2/26/2010
DATE: SEPTEMBER, 2019	
SHEET 2 OF 2	



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

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

Ann Nugent
13005 De Palma Rd
Corona, CA. 92883

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R & T Code 11922

Space above this line reserved for Recorder's Use

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ None

Computed on full value of property conveyed, or

computed on full value less liens and encumbrances remaining at time of sale.

Unincorporated Area City of

APN: N/A

PARCEL: 5376-1 (PORTION)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision, of the State of California (hereby referred to as "County"), hereby remises, releases and forever quitclaims to Ann Nugent, a single woman, as her sole and separate property (hereby referred to as "Transferee"), all of County's right, title, and interest to the property described and depicted Exhibits "A" and "B" attached hereto and made a part hereof.

Transferee agrees to defend, indemnify and hold County and its Board of Supervisors, officers, employees, contractors and/or agents harmless from any claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence or use of any Hazardous Substances placed or caused to be placed by Transferee on the Property prior to the recording of this Quitclaim Deed, in violation of any applicable environmental laws. For the purposes of this paragraph, "Hazardous Substances" and include, but not be limited to, any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the following; hereinafter referred to as "Environmental Laws," all as amended: Clean Water Act, 33 U.S.C. § 1251 et seq.; Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.; Hazardous Materials Transportation Safety Improvement Act, 49 U.S.C. § 5101 et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; California Porter-Cologne Water Quality Control Act, Water Code § 13000 et seq.; Hazardous Waste Control Act, Health and Safety Code § 25100 et seq.; Hazardous Waste Management Act, Health and Safety Code § 25170 et seq.; Hazardous Substance Account Act (HSAA), Health and Safety Code § 25300 et seq.; Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code § 25249.5 et seq.; Underground Storage of

Hazardous Substances, Health and Safety Code § 25280 et seq.; and Hazardous Material Release Response Plans and Inventory, Health and Safety Code § 25500 et seq. The foregoing indemnity is intended to operate as an agreement pursuant to CERCLA, 42 United States Code Section 9601(e), and to California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify County from any liability created by Transferee pursuant to such sections.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the 7th day of April, 2020.

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

By: V. Manuel Perez
V. Manuel Perez
Chairman, Board of Supervisors

Date: April 7, 2020

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

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 RIVERSIDE

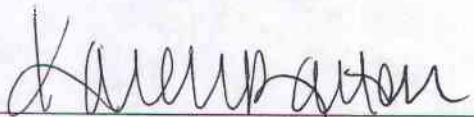
}
§
}

On April 7, 2020, before me, Karen Barton, Deputy Clerk of the Board, personally appeared V. Manuel Perez, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

EXHIBIT "A"
QUITCLAIM
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 5376-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 21, 1977, AS INSTRUMENT NUMBER 253002, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE WESTERLY, SOUTHWESTERLY AND SOUTHERLY LINES OF SAID PARCEL 5376-1:

SOUTH 02°32'30" WEST ALONG SAID WESTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 17, A DISTANCE OF 414.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4,794.00 FEET AND AN INITIAL RADIAL BEARING OF NORTH 19°19'23 EAST;

EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°44'08", AN ARC DISTANCE OF 61.55 FEET;

(COURSE "A") SOUTH 58°25'14" EAST A DISTANCE OF 188.11 FEET TO THE **TRUE POINT OF BEGINNING**;

SOUTH 03°19'05" WEST A DISTANCE OF 39.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET;

SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 60°57'27", AN ARC DISTANCE OF 95.75 FEET;

SOUTH 64°16'32" WEST A DISTANCE OF 68.37 FEET;

SOUTH 23°20'56" EAST A DISTANCE OF 24.08 FEET;

SOUTH 65°54'00" EAST A DISTANCE OF 61.49 FEET;

NORTH 76°36'25" EAST A DISTANCE OF 128.49 FEET;

(COURSE "B") THENCE NORTH 04°00'48" WEST A DISTANCE OF 65.39 FEET;

EXHIBIT "A"
QUITCLAIM
LEGAL DESCRIPTION

(COURSE "C") THENCE NORTH 25°28'53" WEST A DISTANCE OF 82.92 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF HEREINABOVE DESCRIBED COURSE "A", SAID POINT HERINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 58°25'14" WEST ALONG SAID SOUTHEASTERLY PROLONGATION A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING.**

PARCEL CONTAINING 17,846 SQUARE FEET OR 0.410 ACRES MORE OR LESS

RESERVING THEREFROM A NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF THE COUNTY OF RIVERSIDE, DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINABOVE DESCRIBED POINT "A";

THENCE SOUTH 25°28'53" EAST ALONG HEREINABOVE DESCRIBED COURSE "C" A DISTANCE OF 82.92 FEET;

THENCE SOUTH 04°00'48" EAST ALONG HEREINABOVE DESCRIBED COURSE "B" A DISTANCE OF 65.39 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5376-1;

THENCE SOUTH 76°36'25" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.14 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, HEREINABOVE DESCRIBED COURSE "B";

THENCE NORTH 04°00'48" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 65.15 FEET TO A POINT ON A LINE PARALLEL WITH AND 10.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, HEREINABOVE DESCRIBED COURSE "C";

THENCE NORTH 25°28'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 96.45 FEET TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF HEREINABOVE DESCRIBED COURSE "A";

THENCE SOUTH 58°25'14" EAST ALONG SAID SOUTHEASTERLY PROLONGATION A DISTANCE OF 23.59 FEET TO THE **POINT OF BEGINNING.**

**EXHIBIT "A"
QUITCLAIM
LEGAL DESCRIPTION**

ACCESS EASEMENT RESERVATION CONTAINING 1,550 SQUARE FEET OR 0.036 ACRES MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA PLANE COORDINATE SYSTEM ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000059204 TO OBTAIN GROUND DISTANCE, AS SHOWN ON STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NUMBER 407561, ON FILE IN BOOK 204 PAGE 970, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY.

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

PREPARED UNDER MY SUPERVISION:

Paul E. Hillmer
PAUL E. HILLMER P.L.S. 9017

2/26/2020
DATED:



EXHIBIT "B"

QUITCLAIM

SEC. 8

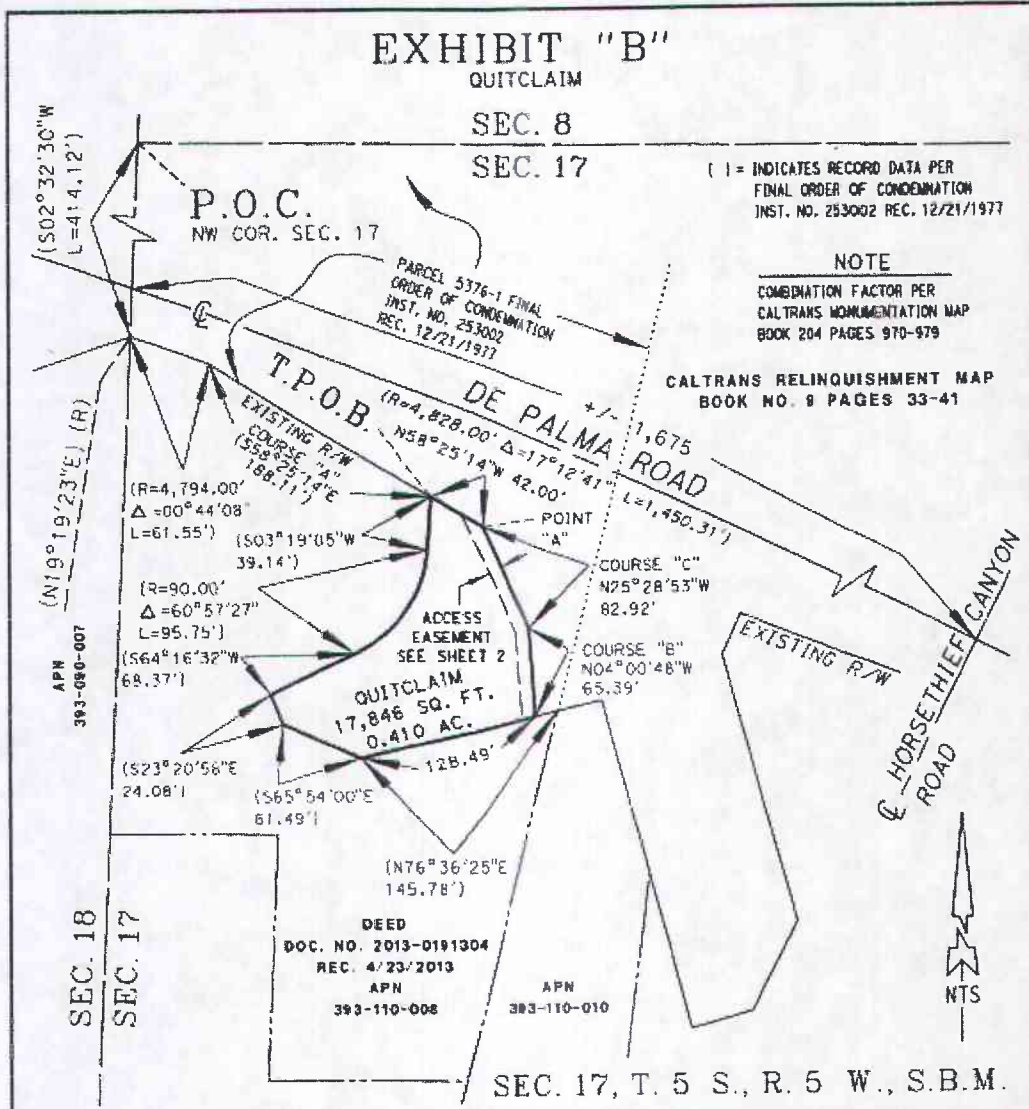
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NOTE

COMBINATION FACTOR PER CALTRANS MONUMENTATION MAP BOOK 204 PAGES 970-979

CALTRANS RELINQUISHMENT MAP BOOK NO. 9 PAGES 33-41



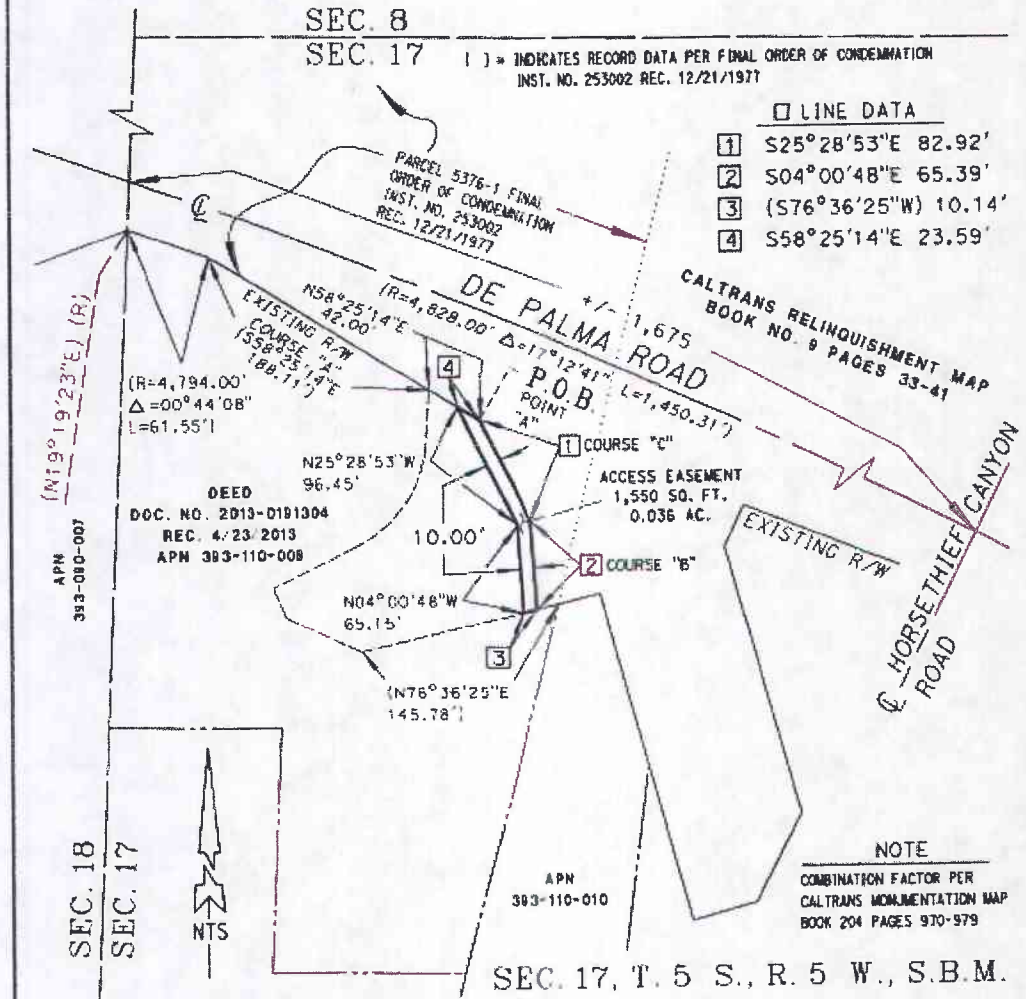
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PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: ABS19008	PROJECT: QUITCLAIM
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAW	APPROVED BY: <i>[Signature]</i>
DATE: SEPTEMBER, 2019	DATE: 4/26/2020
SHEET 1 OF 2	



EXHIBIT "B"

QUITCLAIM ACCESS EASEMENT RESERVATION



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF "1.000059204"

PCL No.: NA	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
MO No.: ABS19008	PROJECT: QUITCLAIM
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	
DATE: SEPTEMBER, 2019	APPROVED BY: <i>[Signature]</i> DATE: 2/26/2020
SHEET 2 OF 2	

