

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



ITEM: 3.23
(ID # 12360)

MEETING DATE:

Tuesday, June 16, 2020


FROM: FACILITIES MANAGEMENT AND TLMA-Transportation:


SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND TRANSPORTATION AND LAND MANAGEMENT (TLMA) TRANSPORTATION DEPARTMENT:
Approval of Right of Way Acquisition Agreement and Temporary Construction Access Agreement with Jorge A. Delgado, a married man, as his sole and separate property, for a portion of Assessor's Parcel Number 167-231-011 for the Jurupa Road Grade Separation Project, Jurupa Valley, CEQA Exempt; District 2; [\$186,820 - Total Cost]; State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because the project was previously approved and found to be exempt pursuant to State CEQA Guidelines Section 15282(g) and Section 21080.13 of the California Public Resources Code;
2. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Jorge A. Delgado, a married man, as his sole and separate property, to relinquish abutter's rights of access appurtenant to Assessor's Parcel Number 167-231-011, in and to Jurupa Road, referenced as Parcel 0060-017A, and authorize the Chairman of the Board to execute said agreement on behalf of the County;

ACTION: Policy



Rose Salgado, Director of Facilities Management 5/5/2020


Patricia Romo, Director of Transportation 5/18/2020

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: June 16, 2020
xc: FM, Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

3. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Jorge A. Delgado, a married man, as his sole and separate property, for a temporary interest for a parcel identified as Parcel 0060-017B, and authorize the Chairman of the Board to execute said agreement on behalf of the County;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
5. Authorize and allocate the amount of \$136,630 for said relinquishment of abutter's rights of access, referenced as Parcel 0060-017A, located within Assessor's Parcel Number 167-231-011;
6. Authorize and allocate the amount of \$35,790 for the temporary construction access interest to Parcel 0060-017B located within Assessor's Parcel Number 167-231-011; and
7. Ratify and authorize reimbursement to Facilities Management Real Estate (FM-RE) in the amount not-to-exceed \$14,400 for due diligence and staff expenses.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 186,820	\$ 0	\$ 186,820	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Senate Bill Number 132 (100%)			Budget Adjustment:	No
			For Fiscal Year:	2019/2020

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Riverside County Transportation Department (RCTD) in cooperation with the City of Jurupa Valley (City), the Riverside County Transportation Commission (RCTC) and the State Department of Transportation (Caltrans) desire to construct a new grade separation to replace the existing Union Pacific Railroad (UPRR) at-grade crossing located on Jurupa Road in the City, east of Van Buren Boulevard (Project). Jurupa Road is a two-lane arterial highway that provides important access to commercial, industrial and residential land uses in the City.

The Project will grade separate Jurupa Road and the UPRR mainline tracks with an undercrossing structure. This will enhance vehicular traffic circulation and public safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in this area. In addition, the Project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains throughout Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

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

On October 24, 2017 (Item 3-14), the Board of Supervisors approved an agreement between the County, the City and RCTC that designated the County as the lead agency to implement the Jurupa Road Grade Separation Project.

On October 16, 2018 (Item 3-23), the Board of Supervisors adopted Resolution No. 2018-183, Agreeing to Hear Future Resolutions of Necessity for the Jurupa Road Grade Separation Project and found the Project statutorily exempt under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15282(g) and Section 21080.13 of the California Public Resources Code. Therefore, CEQA compliance has been completed, the 35-day statute of limitations for a statutory exemption has expired, and no further action is required under CEQA.

Facilities Management - Real Estate (FM-RE) has negotiated the acquisition of relinquishment of abutter's rights of access and a temporary construction access interest in the amount of \$172,420 for a portion of Assessor's Parcel Number 167-231-011 (Property) from Jorge A. Delgado, a married man, as his sole and separate property. The Property is located 9344 Jurupa Road in the City of Jurupa Valley. There are costs of \$14,400 associated with this transaction which include estimated title and escrow charges, preliminary title report, county appraisal and FM-RE staff time.

Jorge A. Delgado will execute a Relinquishment of Abutters Rights of Access Deed in favor of the County of Riverside, referenced as Parcel 0060-017A, located within Assessor's Parcel Number 167-231-011.

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 Jurupa Road Grade Separation Project will improve vehicular traffic circulation and public safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. In addition, the project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between rail operations and vehicular traffic.

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of the relinquishment of abutter's rights of access and a temporary construction access interest of a portion of Assessor's Parcel Number 167-231-011.


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

Right of Way Acquisition identified as Parcel 0060-017A located within Assessor's Parcel Number 167-231-011	\$136,630
Temporary Construction Access identified as Parcel 0060-017B located within Assessor's Parcel Number 167-231-011	\$35,790
Preliminary Title Report	\$400
County Appraisal Cost	\$4,000
FM Real Property Staff Time	\$10,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$186,820

Attachments:

- Vicinity Map
- (3) Right of Way Acquisition Agreement
- (3) Temporary Construction Access Agreement

MT:ar/04282020


Steven Atkeson 6/8/2020


Gregory L. Priamos, Director County Counsel 6/3/2020

1 PROJECT: JURUPA ROAD GRADE SEPARATION
2 PARCEL: 0060-017A
3 APN: 167-231-011 (portion)
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

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

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located at 9344 Jurupa Road in the
12 City of Jurupa Valley, County of Riverside, State of California, as depicted on the Plat Map
13 identified as Attachment "1," attached hereto and made a part hereof. The real property
14 consisting of 0.90 acres of land improved with a 1,344 square foot manufactured home
15 constructed in 1978 and is also known as Assessor's Parcel Number: 167-231-011
16 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desires to purchase a
18 201.54 linear feet to relinquish abutters rights of access appurtenant to the Property, in and to
19 Jurupa Road, for the purpose of constructing the Jurupa Road Grade Separation Project
20 ("Project") as follows: a Relinquishment of Abutters Rights of Access Deed in favor of the
21 County of Riverside referenced as Parcel 0060-017A and described on Attachment "2"
22 attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein
23 ("ROW Property");

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

27 WHEREAS, the County has reviewed the Project and determined it to be Statutorily
28 Exempt under the California Environmental Quality Act ("CEQA") pursuant to State CEQA

1 Guidelines Section 15282 (g) and as set forth in Section 21080.13 of the CEQA Public
2 Resources Code; and

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

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

7 **ARTICLE 1. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to sell and
11 convey to the County, and the County agrees to purchase from Grantor all of the ROW
12 Property described herein, under the terms and conditions set forth in this Agreement. The full
13 consideration for the ROW Property consists of the purchase price amount for the real property
14 interest to be acquired by the County ("Purchase Price"). The Purchase Price in the amount of
15 One Hundred Thirty-Six Thousand Six Hundred Thirty and 00/100 Dollars (\$136,630) is to be
16 distributed to Grantor in accordance with this Agreement.

17 3. County Responsibilities:

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

1 B. Upon the opening of Escrow, the County shall deposit the Consideration
2 as follows:

3 i. Purchase Price. Deposit into Escrow the Purchase Price in the
4 amount of One Hundred Thirty-Six Thousand Six Hundred Thirty and 00/100 Dollars
5 (\$136,630) (the "Deposit").

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

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

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

14 D. County will authorize the Escrow Holder to close Escrow and release the
15 Deposit to Grantor, in accordance with the provisions herein, and upon satisfaction of all
16 conditions by the parties.

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

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

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

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

1 G. County shall, at its own cost and expense, construct an access road
2 from Hill Street to the Property as shown on Attachment "3" attached hereto and made a part
3 hereof.

4 Grantor Responsibilities.

5 A. Execute and acknowledge, substantially in the form attached hereto as
6 Attachment "4" ("Deed"), a Relinquishment of Abutters Rights of Access Deed in favor of the
7 County dated _____ identified as Parcel Number 0060-017A and deliver deed to the
8 Escrow Holder for recordation in the Official Records of the County Recorder of Riverside
9 County ("Official Records") upon Close of Escrow, with said Deeds and the property interests
10 granted therein free and clear of all liens, encumbrances, easements, leases (recorded or
11 unrecorded), and taxes, except:

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

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

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

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

21 v. Any other taxes owed whether current or delinquent are to be
22 made current.

23 B. Grantor acknowledges that any and all monies payable under this
24 Agreement, up to and including the total amount of unpaid principal and interest on the note
25 secured by Deed of Trust recorded October 24, 2003 as Instrument No. 2003-843435 Official
26 Records of Riverside County, shall, upon demand, be made payable to the beneficiary entitled
27 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel Number
28

1 167-231-011, and to furnish Grantor with good and sufficient receipt showing said moneys
2 credited against the indebtedness secured by said Deed of Trust.

3 i. Grantor hereby authorizes and directs the disbursement of funds which
4 are demanded under the terms of said Deed of Trust.

5 **Article 2. MISCELLANEOUS**

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

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

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

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

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

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

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

7. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties 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.

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

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

(SIGNATURE PROVISIONS ON FOLLOWING PAGE;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

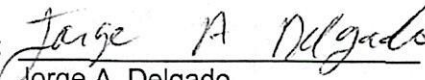
1 In Witness Whereof, the Parties have executed this Agreement the day and year last
2 below written.

3 Dated: JUN 16 2020

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

GRANTOR:
7 JORGE A. DELGADO, a married man,
8 as his sole and separate property

9 By: 
10 Chairman
11 Board of Supervisors

By: 
12 Jorge A. Delgado

13 ATTEST:
14 Kecia R. Harper
15 Clerk of the Board

By: 
16 Deputy

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

By: 
19 Thomas Oh
20 Deputy County Counsel

21
22
23
24
25
26
27
28 SV:ar/01272020/477TR/20.982

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

3 Dated: _____

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

GRANTOR:
JORGE A. DELGADO, a married man,
as his sole and separate property

8 By: _____
9 Chairman
Board of Supervisors

By: Jorge A Delgado
Jorge A. Delgado

10
11 ATTEST:
12 Kecia R. Harper
Clerk of the Board

13
14 By: _____
15 Deputy

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

18
19 By: _____
20 Thomas Oh
Deputy County Counsel

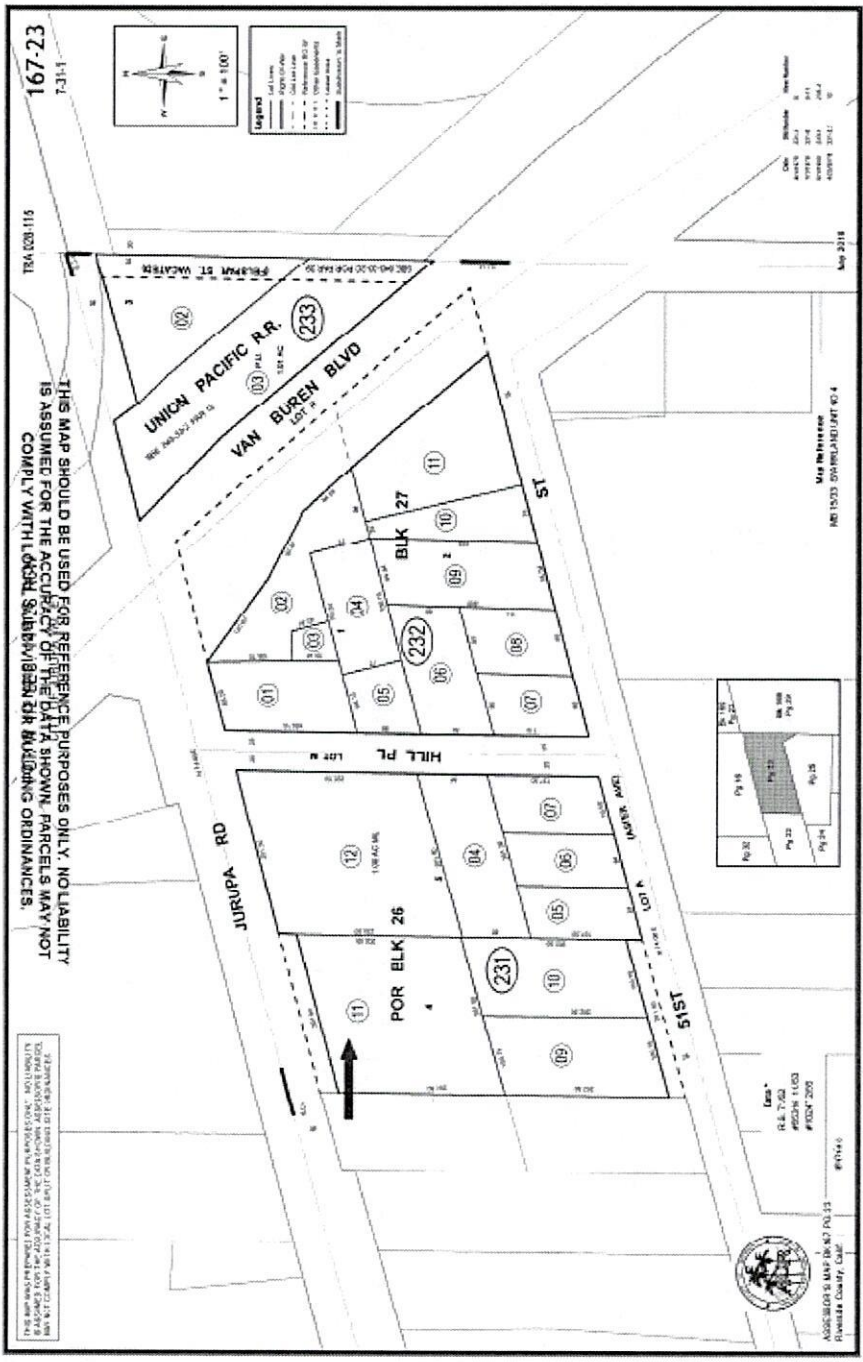
21
22
23
24
25
26
27
28 SV:ar/01272020/477TR/20.982

ATTACHMENT "1"

Assessor's Plat Map

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

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



ATTACHMENT "2"

Legal Description and Plat Map

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

1. A 201.54 lineal feet of a portion of APN: 167-231-011; Parcel 0060-017A in favor of the County of Riverside

EXHIBIT "A"
LEGAL DESCRIPTION
0060-017A

BEING A PORTION OF THE NORTHERLY HALF OF LOT 4 AS SHOWN ON MAP TITLED, "TRACT MAP SPARRLAND UNIT NO.4", ON FILE IN BOOK 15, PAGE 33 OF MAPS, AND DESCRIBED IN GRANT DEED RECORDED OCTOBER 24, 2003, AS DOCUMENT NUMBER 2003-843434, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD AND THE CENTERLINE OF HILL PLACE, AS SHOWN ON SAID MAP;

THENCE SOUTH 74°45'48" WEST ALONG SAID CENTERLINE OF JURUPA ROAD, A DISTANCE OF 227.53 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 4;

THENCE SOUTH 00°38'48" WEST ALONG SAID PROLONGATION, A DISTANCE OF 62.38 FEET TO THE NORTHEASTERLY CORNER OF SAID GRANT DEED, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA AVENUE (60.00 FOOT SOUTHERLY HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED APRIL 7, 1978 AS INSTRUMENT NUMBER 66940, SAID OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 74°45'48" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 201.54 FEET TO THE WESTERLY LINE OF SAID LOT 4, AND THE **POINT OF TERMINATION**;

PARCEL CONTAINS 201.54 LINEAR FEET.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00000791 TO OBTAIN GROUND DISTANCE.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A ROADWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO THE ROADWAY OVER AND ACROSS THE HEREINABOVE DESCRIBED.

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

PREPARED UNDER MY SUPERVISION:


DAVID L. McMILLAN, P.L.S. 8488

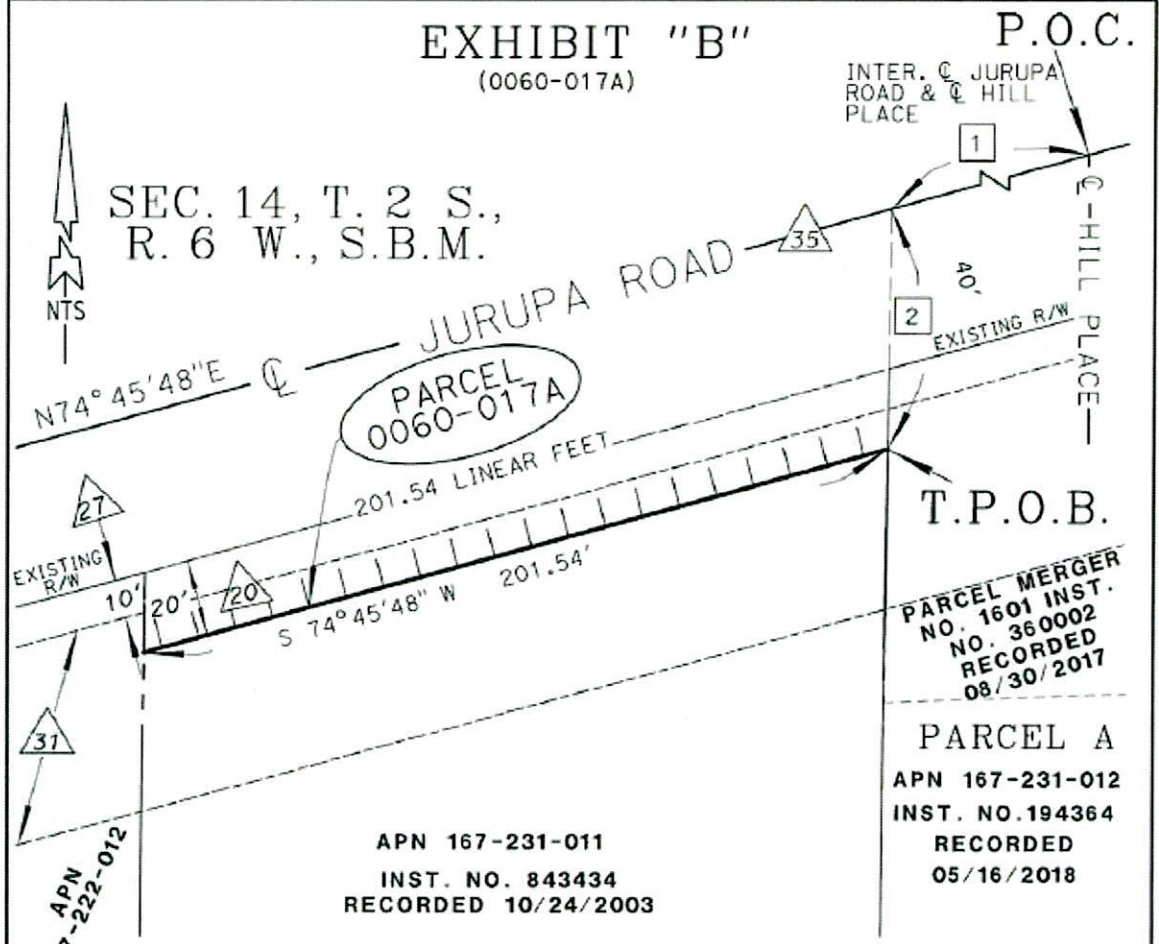
1-21-2020
DATED:



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

EXHIBIT "B"
(0060-017A)

P.O.C.



SEC. 14, T. 2 S.,
R. 6 W., S.B.M.

PARCEL
0060-017A

201.54 LINEAR FEET

S 74°45'48" W 201.54'








T.P.O.B.

PARCEL MERGER
NO. 1601 INST.
NO. 360002
RECORDED
08/30/2017


PARCEL A
APN 167-231-012
INST. NO. 194364
RECORDED
05/16/2018

APN 167-231-011
INST. NO. 843434
RECORDED 10/24/2003

RIGHT-OF-WAY INFORMATION

<input type="checkbox"/> LINE DATA	 20' R/W, PER INSTRUMENT NO. 66940, RECORDED 04/07/1978.	 SOUTHERLY 50' OF A 150' R/W OF JURUPA ROAD, PER RA 675 & ROAD RECORD 1-403, RECORDED 04/19/1911.
 1 S74°45'48"W 227.53'	 VACATION OF 10' NW'LY & 10' SW'LY OF A 100' WIDTH OF JURUPA ROAD, PER RA 5615, DEED BOOK 702, PG 115, REC. 01/17/1927	 80' R/W PER TRACT MAP SPARRLAND UNIT NO. 4, MB 15, PAGE 33, RECORDED 12/27/1926
 2 S00°38'48"W 62.38'		
 RESTRICTED ACCESS		

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791

PCL No.: 0060-017A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C8-0060	PROJECT: JURUPA ROAD GRADE SEPARATION
SCALE: NTS	THIS PLAY IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DPM	APPROVED BY: 
DATE: JANUARY, 2020	DATE: 1-21-2020
SHEET 1 OF 1	

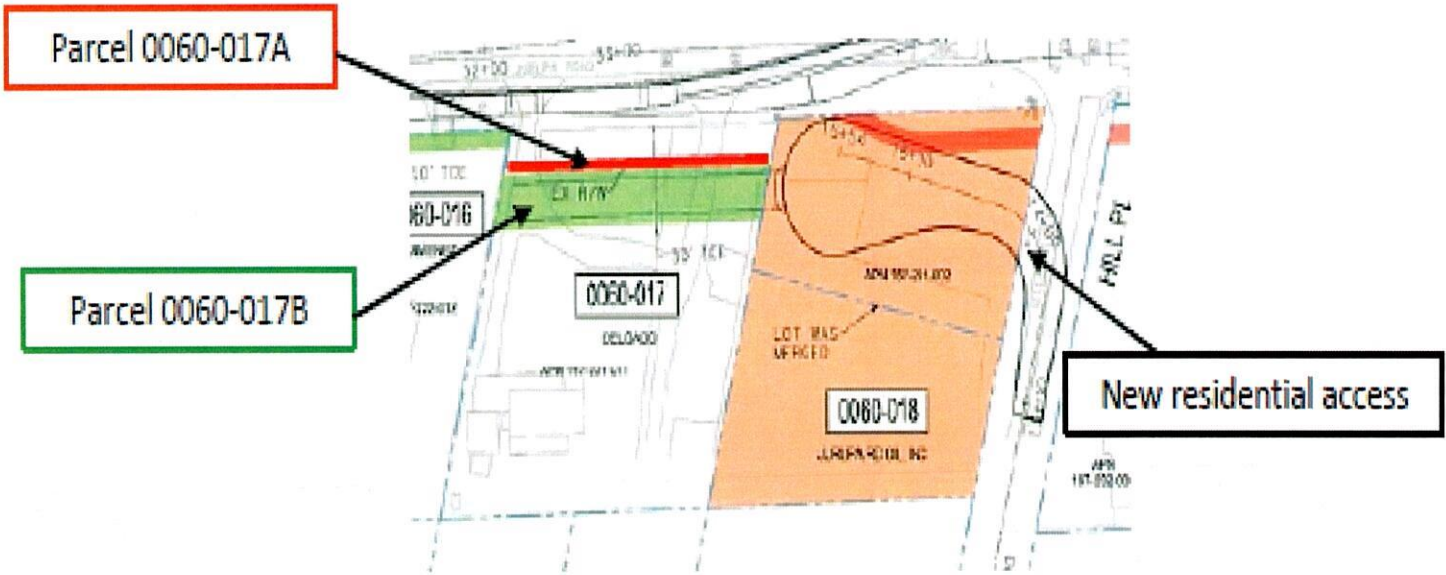


ATTACHMENT "3"

Construction Plans for Hill Street

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

from the westerly extension of Hill Place (see exhibit below).



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

ATTACHMENT "4"

FORM OF DEED

Relinquishment of Abutters Rights of Access

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

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

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

(Space above this line for Recorder's use)

PROJECT: JURUPA ROAD GRADE SEPARATION
PARCEL: 0060-017A
APN: 167-231-011 (portion)

RELINQUISHMENT OF ABUTTERS RIGHTS OF ACCESS

JORGE A. DELGADO, a married man, as his sole and separate property, ("Grantor"), being the owner of that certain real property located in the County of Riverside, State of California, identified by Assessor Parcel Number 167-231-011 ("Property"), does hereby release and relinquish to the COUNTY OF RIVERSIDE ("Grantee"), a political subdivision of the State of California, and its successors or assigns, any and all abutter's rights of access, appurtenant to the Property, in and to Jurupa Road, as described and depicted by the following:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF

This conveyance is made for the purpose of a roadway and it is agreed that Grantor's Property shall have no access thereto (except as above set forth)

GRANTOR:

JORGE A. DELGADO, a married man as his
sole and separate property

By: _____
Jorge A. Delgado

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

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

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

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the Relinquishment of Abutters Rights of Access deed dated _____, from JORGE A. DELGADO, married man, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for access control purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE
Patricia Romo, Director of Transportation

By: _____, Deputy

1 PROJECT: JURUPA ROAD GRADE SEPARATION
2 PARCEL: 0060-017B
3 APN: 167-231-011 (portion)
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Temporary Construction Access Agreement ("Agreement") is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
8 ("County") and JORGE A. DELGADO, a married man, as his sole and separate property
9 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

10 1. RIGHTS GRANTED. The Grantor hereby grants to the County a non-exclusive
11 right to enter upon and use the land of Grantor in the County of Riverside, State of California,
12 described as portion of Assessor's Parcel Number 167-231-011, highlighted on Attachment "1",
13 attached hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate
14 and accomplish the construction of the Jurupa Road Grade Separation Project ("Project").
15 Grantor shall not unreasonably interfere with the rights granted to the County herein. It is
16 understood that the County may enter upon the TCA Area, as defined in Section 2 of this
17 Agreement, where appropriate or designated for the purpose of getting equipment to and from
18 the TCA Area. County agrees not to damage the TCA Area in the process of performing such
19 activities. In no event shall County be allowed to stockpile or store any of its equipment or
20 personal property on the TCA Area.

21 2. AFFECTED PARCEL. The temporary construction access area, used during
22 construction of the Project, referenced as Parcel No. 0060-017B consisting of 0.139 acres or
23 6,046 square feet as designated on Attachment "2," attached hereto, and made a part hereof
24 ("TCA Area")

25 3. TERM. The term of the Agreement and County's non-exclusive right to enter
26 onto the TCA Area shall commence on the date of full execution of this Agreement ("Effective
27 Date") and shall expire thirty-six (36) months from the Effective Date or upon completion of said
28 Project, whichever shall be sooner ("Term"). During the Term, Grantor shall not grant any

JUN 16 2020 3.23

1 rights to a party that may unreasonably interfere with the County's purpose under this
2 Agreement.

3 4. CONSIDERATION. County shall pay to the order of Grantor the sum of Thirty-
4 Five Thousand Seven Hundred Ninety Thousand and 00/100 Dollars (\$35,790) for the rights
5 granted herein, including the right to enter upon and use the TCA Area in accordance with the
6 terms hereof.

7 5. REMOVAL OR DISPOSAL. Intentionally deleted.

8 6. COUNTY TO REPLACE AND/OR PROTECT. Intentionally deleted.

9 7. COUNTY TO CONSTRUCT ACCESS. County agrees to construct new access
10 from Hill Street to Grantor's Property at County's sole cost.

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

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

18 10. OWNERSHIP. Grantor hereby warrants that they are the owners of the
19 Property and that they have the right to grant County permission to enter upon and use the
20 Property.

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

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

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

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

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

15. GOVERNING LAW AND VENUE. This Agreement shall be governed by 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 providing 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.

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

(SIGNATURE PROVISIONS ON FOLLOWING PAGES; REMAINDER
OF PAGE INTENTIONALLY LEFT BLANK)

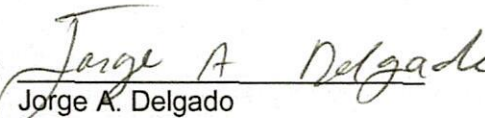
1 17. In Witness Whereof, the Parties have executed this Agreement the day and year
2 last below written.

3 Dated: JUN 16 2020

4
5 COUNTY:
6 COUNTY OF RIVERSIDE, a political
7 subdivision of the State of California

GRANTOR:
JORGE A. DELGADO, a married man,
as his sole and separate property


8 By: 
9 Chairman
Board of Supervisors

By: 
Jorge A. Delgado

10
11 ATTEST:
12 Kecia R. Harper
13 Clerk of the Board

14 By: 
15 Deputy

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

19 By: 
20 Thomas Oh
Deputy County Counsel

21
22
23
24
25
26
27
28 SV:ar/01272020/477TR/20.986

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

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

Dated: _____

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

GRANTOR:
JORGE A. DELGADO, a married man,
as his sole and separate property

By: _____
Chairman
Board of Supervisors

By: Jorge A Delgado
Jorge A. Delgado

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

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

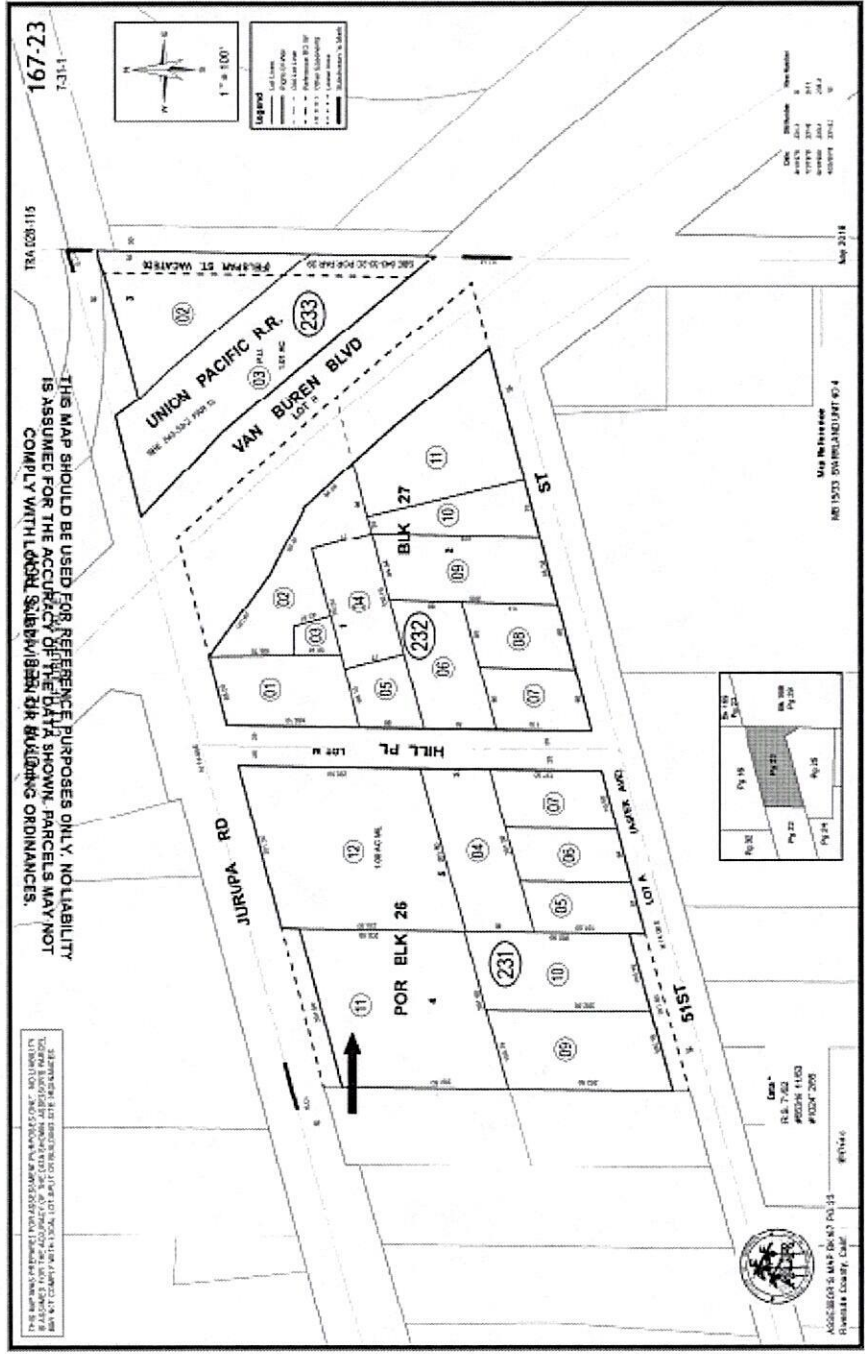
By: _____
Thomas Oh
Deputy County Counsel

SV:ar/01272020/477TR/20.986

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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

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



Jurupa Road Grade Separation Project-Villanueva-Delgado (Parcel 0060-017B)

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

ATTACHMENT "2"
TEMPORARY CONSTRUCTION ACCESS AREA LEGAL DESCRIPTION
AND PLAT MAP
Parcel 0060-017B

1. A portion of Assessor's Parcel Number 167-231-011 in favor of the County

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
0060-017B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES BEING A PORTION OF THE NORTHERLY HALF OF LOT 4 AS SHOWN ON MAP TITLED, "TRACT MAP SPARRLAND UNIT NO.4", ON FILE IN BOOK 15, PAGE 33 OF MAPS, AND DESCRIBED IN GRANT DEED RECORDED OCTOBER 24, 2003, AS DOCUMENT NUMBER 2003-843434, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD AND THE CENTERLINE OF HILL PLACE, AS SHOWN ON SAID MAP;

THENCE SOUTH 74°45'48" WEST ALONG SAID CENTERLINE OF JURUPA ROAD, A DISTANCE OF 227.53 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 4;

THENCE SOUTH 00°38'48" WEST ALONG SAID PROLONGATION AND SAID EASTERLY LINE, A DISTANCE OF 67.58 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°38'48" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 31.19 FEET TO A LINE PARALLEL WITH AND DISTANT 95.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF JURUPA ROAD;

THENCE SOUTH 74°45'48" WEST, A DISTANCE OF 201.54 FEET TO THE WESTERLY LINE OF SAID LOT 4;

THENCE NORTH 00°38'46" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 31.19 FEET TO A LINE PARALLEL WITH AND DISTANT 90.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF JURUPA ROAD;

THENCE NORTH 74°45'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 201.54 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 6,046 SQUARE FEET, OR 0.139 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 1.00000791 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:

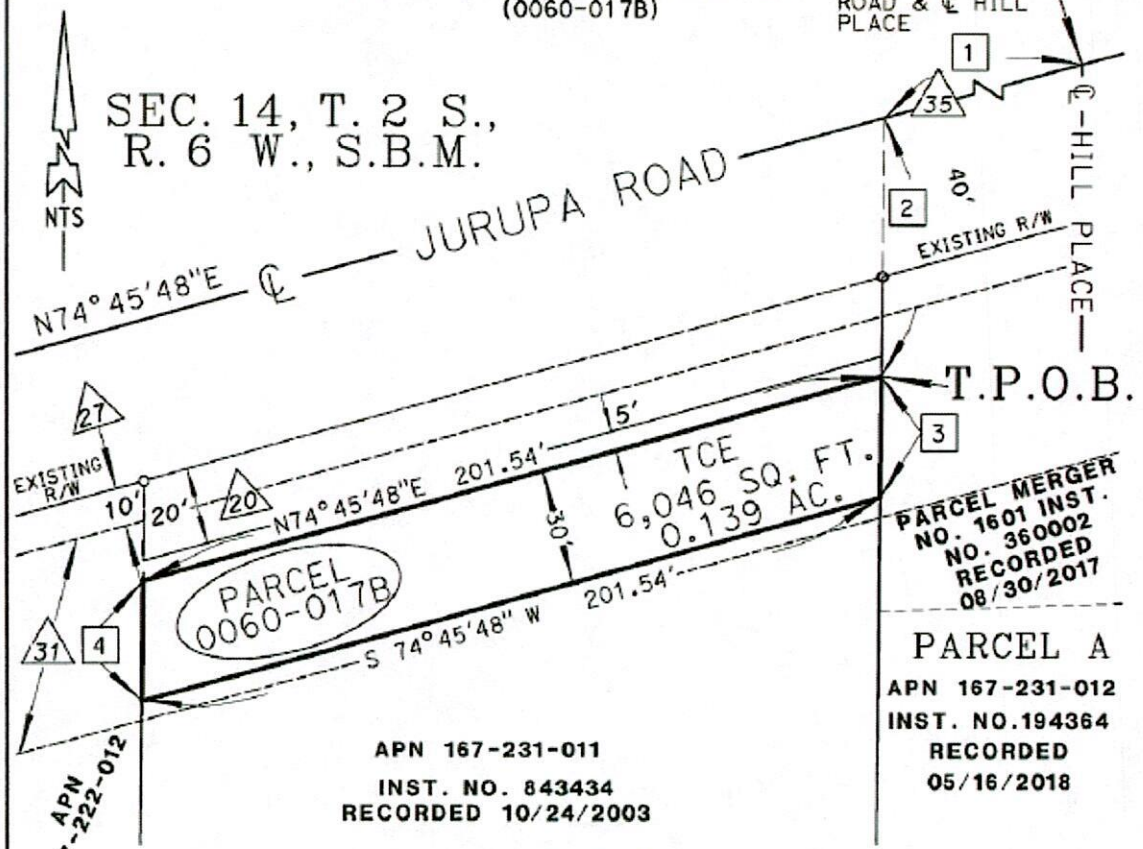

TIMOTHY F. RAYBURN P.L.S. 8455


DATED:



EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
(0060-017B)

P.O.C.
 INTER. C JURUPA
 ROAD & C HILL
 PLACE



PARCEL MERGER
 NO. 1601 INST.
 NO. 360002
 RECORDED
 08/30/2017

PARCEL A
 APN 167-231-012
 INST. NO. 194364
 RECORDED
 05/16/2018

APN 167-231-011
INST. NO. 843434
RECORDED 10/24/2003

RIGHT-OF-WAY INFORMATION

LINE DATA	CALLOUT	DESCRIPTION	CALLOUT	DESCRIPTION
1 S74°45'48"W 227.53'	20	20' R/W, PER INSTRUMENT NO. 66940, RECORDED 04/07/1978.	31	SOUTHERLY 50' OF A 150' R/W OF JURUPA ROAD, PER RA 675 & ROAD RECORD 1-403, RECORDED 04/19/1911.
2 S00°38'48"W 67.58'	27	VACATION OF 10' NW'LY & 10' SW'LY OF A 100' WIDTH OF JURUPA ROAD, PER RA 5615, DEED BOOK 702, PG 115, REC. 01/17/1927	35	80' R/W PER TRACT MAP SPARRLAND UNIT NO. 4, MB 15, PAGE 33, RECORDED 12/27/1926
3 S00°38'48"W 31.19'				
4 N00°38'46"E 31.19'				

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791

PCL No.: 0060-017B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: C8-0060	PROJECT: JURUPA ROAD GRADE SEPARATION	
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: DPM	APPROVED BY: <i>Timothy F. Rayburn</i>	DATE: 8/22/2019
DATE: AUGUST, 2019		
SHEET 1 OF 1		



Attachment "A"
Jurupa Grade Separation

