

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.3
(ID # 23348)

MEETING DATE:
Tuesday, November 07, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2023-18, Authorization to Convey Easement Interests in District-Owned Real Property Within a Portion of Assessor's Parcel Numbers 178-050-008 and 207-230-096, Referenced as RCFC Parcel Numbers 1010-10A and 1010-29, to County of Riverside by Easement Deed, Santa Ana River-Market Street Bridge, Project No. 1-0-00010, CEQA Exempt per CEQA Guidelines Sections 15305 and 15061(b)(3), Districts 1 and 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the conveyance of the slope easement interests as described in Resolution No. F2023-18 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15305, the "Minor Alterations in Land Use Limitations" exemption, and Section 15061(b)(3), the "Common Sense" exemption;

Continued on Page 2

ACTION:Policy

Claudio Padres

Claudio Padres, ASST CHF FLOOD CONTROL ENG 10/23/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Gutierrez
Date: November 7, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2023-18, Authorization to Convey Easement Interests in District-Owned Real Property Within a Portion of Assessor's Parcel Numbers 178-050-008 and 207-230-096, Referenced as RCFC Parcel Numbers 1010-10A and 1010-29, to the County of Riverside ("County") by Easement Deed, Santa Ana River-Market Street Bridge ("Project"), Project No. 1-0-00010;
3. Approve the Right of Way Acquisition Agreement and authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors to execute the Right of Way Acquisition Agreement and Easement Deeds in favor of the County; and
4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

| 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: N/A | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 23/24 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 26, 2023, the District's Board of Supervisors approved Minute Order 11.4 adopting Resolution No. F2023-16, giving notice of intent to convey easement interests in real property located in the city of Riverside identified as Assessor's Parcel Numbers 178-050-008 and 207-230-096 ("Property"), referenced as RCFC Parcel Numbers 1010-10A and 1010-29 ("District ROW"), to the County. The District owns fee title interest in the Property.

The District has agreed to grant easement interests to the County for drainage purposes and to facilitate the maintenance of their Project.

Pursuant to the California Water Code Appendix, Chapter 48, Section 9, the District's Board of Supervisors has the power to convey an interest in real property which it owns when necessary or convenient to the full exercise of its powers. District staff has evaluated and determined that the conveyance of easement interests to the County will not interfere with the use of the Property by the District as is necessary or convenient to the full exercise of the District's powers.

Pursuant to the California Water Code Appendix, Ch. 48, Section 13, the District's Board may determine any real property held by the District is no longer necessary to be retained for the

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

uses and purposes thereof and may thereafter sell or otherwise dispose of said Property or lease the same.

Environmental Findings

Pursuant to Section 15305 of the CEQA Guidelines, the "Minor Alterations in Land Use Limitations" exemption allows for minor alterations in land use limitations in areas which do not result in any changes in land use or density, including, but not limited to issuance of minor encroachment permits. Additionally, the conveyance of easement interests is also exempt from CEQA pursuant to Section 15061(b)(3), the "Common Sense" exemption, which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment." Accordingly, because it can be seen with certainty that there is no possibility that the authorization to convey easement interests for drainage purposes to the County by easement deed may have a significant effect on the environment, Section 15061(b)(3) of the CEQA Guidelines also applies.

This Form 11, Resolution No. F2023-18, and Right of Way Acquisition Agreement have all been approved as to form by County Counsel.

Impact on Residents and Businesses

None.

Financial Information

All costs shall be borne by the County.

ATTACHMENTS:

1. Resolution No. F2023-18
2. Right of Way Acquisition Agreement
3. Easement Deeds
4. Vicinity Map

P8/253307

YK:rlp



Jason Farin, Principal Management Analyst 11/1/2023



Aaron Gettis, Deputy County Counsel 10/26/2023

BOARD OF SUPERVISORS

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2023-18

AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN DISTRICT-OWNED REAL PROPERTY WITHIN A PORTION OF ASSESSOR'S PARCEL NUMBERS 178-050-008 AND 207-230-096, REFERENCED AS RCFC PARCEL NUMBERS 1010-10A AND 1010-29, TO COUNTY OF RIVERSIDE BY EASEMENT DEED, SANTA ANA RIVER-MARKET ST. BRIDGE, PROJECT NO. 1-0-00010

WHEREAS, on September 26, 2023, the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), approved Minute Order 11.4 adopting Resolution No. F2023-16, giving notice of intent to convey easement interests in real property located in the city of Riverside identified as Assessor's Parcel Numbers 178-050-008 and 207-230-096 ("Property"), referenced as RCFC Parcel Numbers 1010-10A and 1010-29 ("District ROW"), to the County of Riverside ("County"); and

WHEREAS, the District owns certain real property in fee, identified as Assessor's Parcel Numbers ("APN") 178-050-008 and 207-230-096, referenced as RCFC Parcel Numbers 1010-10A and 1010-29, located in the County of Riverside, State of California; and

WHEREAS, the District has agreed to grant easement interests to the County for drainage purposes and to facilitate the maintenance purposes of their Market Street Bridge Replacement Project ("Project"), hereinafter described in Exhibits "A" and "B", attached hereto and incorporated herein; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the District's Board of Supervisors ("Board") has the power to convey an interest in real property it owns when such conveyance does not interfere with the use of the property for the purposes of District; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48, Section 13, the District's Board may determine any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property or lease the same; and

FORM APPROVED COUNTY COUNSEL
BY RYAN D YABKO DATE 10/24/23

1 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") Statute
2 and Guidelines Section 15305, the "Minor Alterations in Land Use Limitations" exemption
3 allows for minor alterations in land use limitations in areas which do not result in any changes in
4 land use or density, including, but not limited to issuance of minor encroachment permits.
5 Additionally, the conveyance of easement interests is also exempt from CEQA pursuant to
6 Section 15061(b)(3), the "Common Sense" exemption, which provides, "The activity is
7 covered by the common-sense exemption that CEQA applies only to projects which have the
8 potential for causing a significant effect on the environment." Accordingly, because it can be
9 seen with certainty that there is no possibility that the authorization to convey an easement
10 interest for drainage purposes to the County of Riverside by easement deed may have a
11 significant effect on the environment, Section 15061(b)(3) of the CEQA Statute and Guidelines
12 also applies.

13 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
14 District's Board, in regular session assembled on or after November 7, 2023 at 9:30 a.m. or soon
15 thereafter, in the meeting room of the District's Board located on the 1st Floor of the County
16 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board has evaluated
17 and determined that the conveyance of the easement interests to the County will not interfere
18 with the use of the Property for the District's intended purposes.

19 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
20 authorizes the conveyance of an easement interest to the County, as described in Exhibits "A" and
21 "B, attached hereto and incorporated herein, and approves the Right of Way Acquisition
22 Agreement.

23 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of
24 the District's Board is authorized to execute the Right of Way Acquisition Agreement and the
25 easement deeds in favor of the County on behalf of the District.
26

27 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General
28 Manager-Chief Engineer or his designee is authorized to execute any other documents and
administer all actions necessary to complete this transaction.

1 Board of Supervisors

COUNTY OF RIVERSIDE FLOOD CONTROL

2 AND WATER CONSERVATION DISTRICT

3
4 RESOLUTION NO. F2023-18

5 AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN DISTRICT-OWNED REAL
6 PROPERTY WITHIN A PORTION OF ASSESSOR'S PARCEL NUMBERS 178-050-008 AND
7 207-230-096, REFERENCED AS RCFC PARCEL NUMBERS 1010-10A AND 1010-29, TO
8 COUNTY OF RIVERSIDE BY EASEMENT DEED, SANTA ANA RIVER-MARKET ST.
9 BRIDGE, PROJECT NO. 1-0-00010

10
11 ROLL CALL:

12
13 Ayes: Jeffries, Washington, Spiegel, and Perez

14 Nays: None

15 Absent: Gutierrez

16
17
18 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
19 Supervisors on the date therein set forth.

20
21 KIMBERLY A. RECTOR, Clerk of said Board

22
23 By:  _____

24 Deputy

25
11.07.2023 11.3

EXHIBIT "A"
LEGAL DESCRIPTION
0528-004A
SLOPE EASEMENT

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEEDS RECORDED DECEMBER 08, 1994 AS INSTRUMENT NUMBERS 459262 THROUGH 459268, INCLUSIVE, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED BY FINAL ORDER OF CONDEMNATION NUMBER 65711, RECORDED AUGUST 7, 1958 AS INSTRUMENT NUMBER 56577, ALL OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY-MOST CORNER OF LOT "V", AS SHOWN BY TRACT MAP NO. 30922, ON FILE IN BOOK 392 OF MAPS, PAGES 85 THROUGH 93, RECORDS OF SAID RECORDER, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED AUGUST 7, 1963 AS INSTRUMENT NUMBER 82996, SAID OFFICIAL RECORDS;

THENCE SOUTH 44°39'58" WEST ALONG SAID SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 82996, A DISTANCE OF 57.52 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET AND THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DOCUMENT RECORDED JANUARY 7, 1954 IN BOOK 1541, PAGE 119, SAID OFFICIAL RECORDS;

THENCE NORTH 33°45'06" WEST, A DISTANCE OF 1,292.41 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, ALSO BEING THE NORTHEASTERLY LINE OF SAID DOCUMENT RECORDED JANUARY 7, 1954, AND THE NORTHEASTERLY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED AS "PARCEL 2" IN DOCUMENT RECORDED OCTOBER 24, 1955 IN BOOK 1811, PAGE 254, SAID OFFICIAL RECORDS, TO A POINT DISTANT 246.60 FEET SOUTHEASTERLY OF, AS MEASURED ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, FROM THE NORTHERLY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED BY SAID GRANT DEEDS RECORDED DECEMBER 08, 1994, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 33°45'06" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, A DISTANCE OF 246.60 FEET TO SAID NORTHERLY LINE;

THENCE NORTH 71°35'31" EAST, ALONG SAID NORTHERLY LINE A DISTANCE OF 28.56 FEET;

THENCE SOUTH 41°27'01" EAST, A DISTANCE OF 101.34 FEET TO A LINE PARALLEL LINE WITH AND DISTANT 41.12 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET;

THENCE SOUTH 33°45'06" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 138.62 FEET TO A POINT WHICH BEARS NORTH 56°14'54" EAST 41.12 FEET FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 56°14'54" WEST, A DISTANCE OF 41.12 FEET TO THE **TRUE POINT OF BEGINNING**;


EXHIBIT "A"
LEGAL DESCRIPTION
0528-004A
SLOPE EASEMENT

CONTAINING 9,252 SQUARE FEET OR 0.212 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 1.000010873 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:



RYAN L. HOLM, P.L.S. 9472

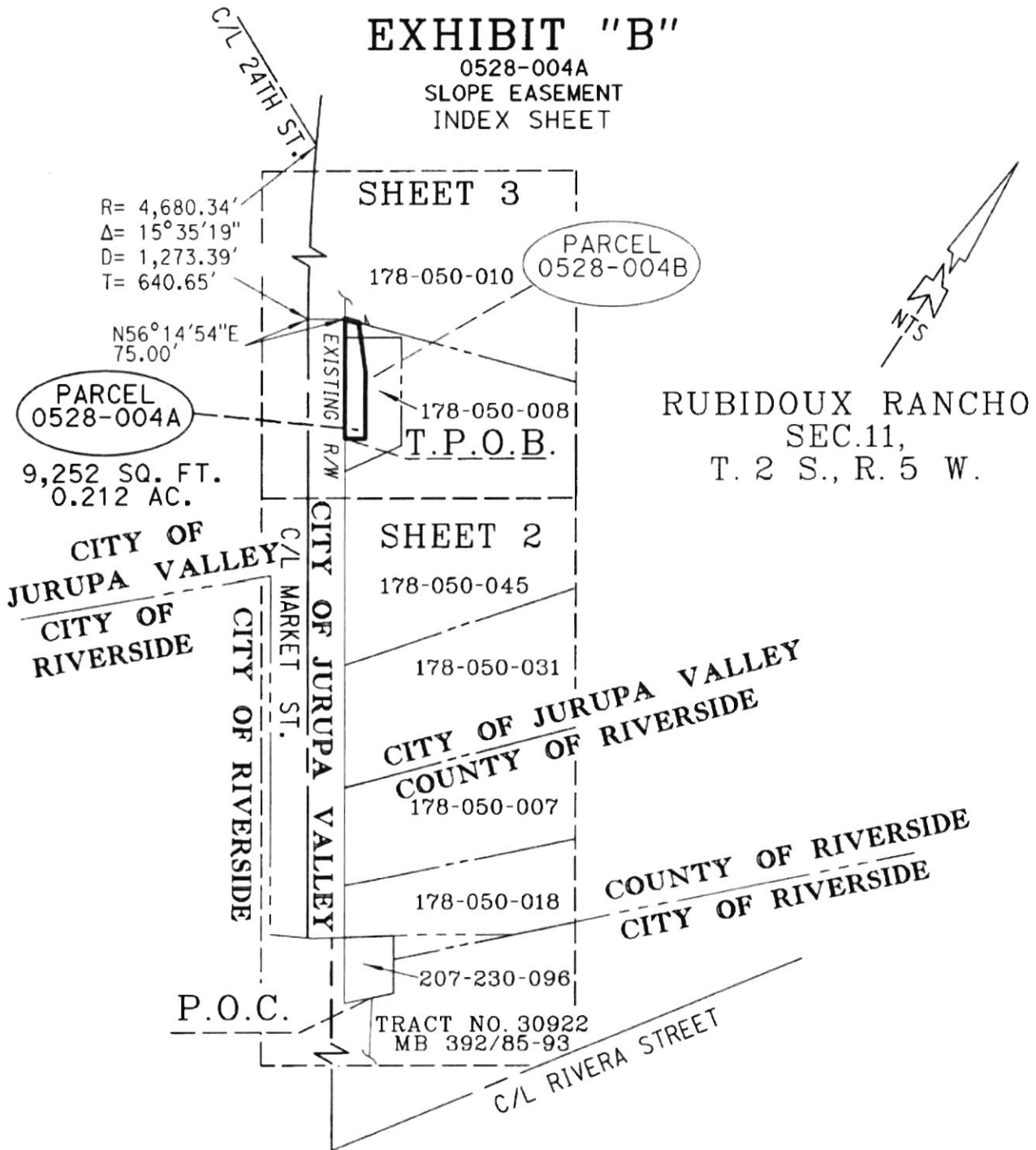
1-26-2022

DATED:



EXHIBIT "B"

0528-004A
SLOPE EASEMENT
INDEX SHEET



$R = 4,680.34'$
 $\Delta = 15^\circ 35' 19''$
 $D = 1,273.39'$
 $T = 640.65'$
 $N56^\circ 14' 54'' E$
 $75.00'$
PARCEL 0528-004A
 9,252 SQ. FT.
 0.212 AC.

RUBIDOUX RANCHO
 SEC. 11,
 T. 2 S., R. 5 W.

CITY OF JURUPA VALLEY
CITY OF RIVERSIDE

SHEET 2
 178-050-045

CITY OF JURUPA VALLEY
COUNTY OF RIVERSIDE
 178-050-031
 178-050-007

COUNTY OF RIVERSIDE
CITY OF RIVERSIDE

178-050-018

207-230-096

TRACT NO. 30922
 MB 392/85-93

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

| | |
|---------------------|--|
| PCL No.: 0528-004A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WO No.: C0-0528 | PROJECT: MARKET STREET BRIDGE |
| 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: J.A.L. | |
| DATE: JANUARY, 2022 | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-26-2022 |
| SHEET 1 OF 3 | |

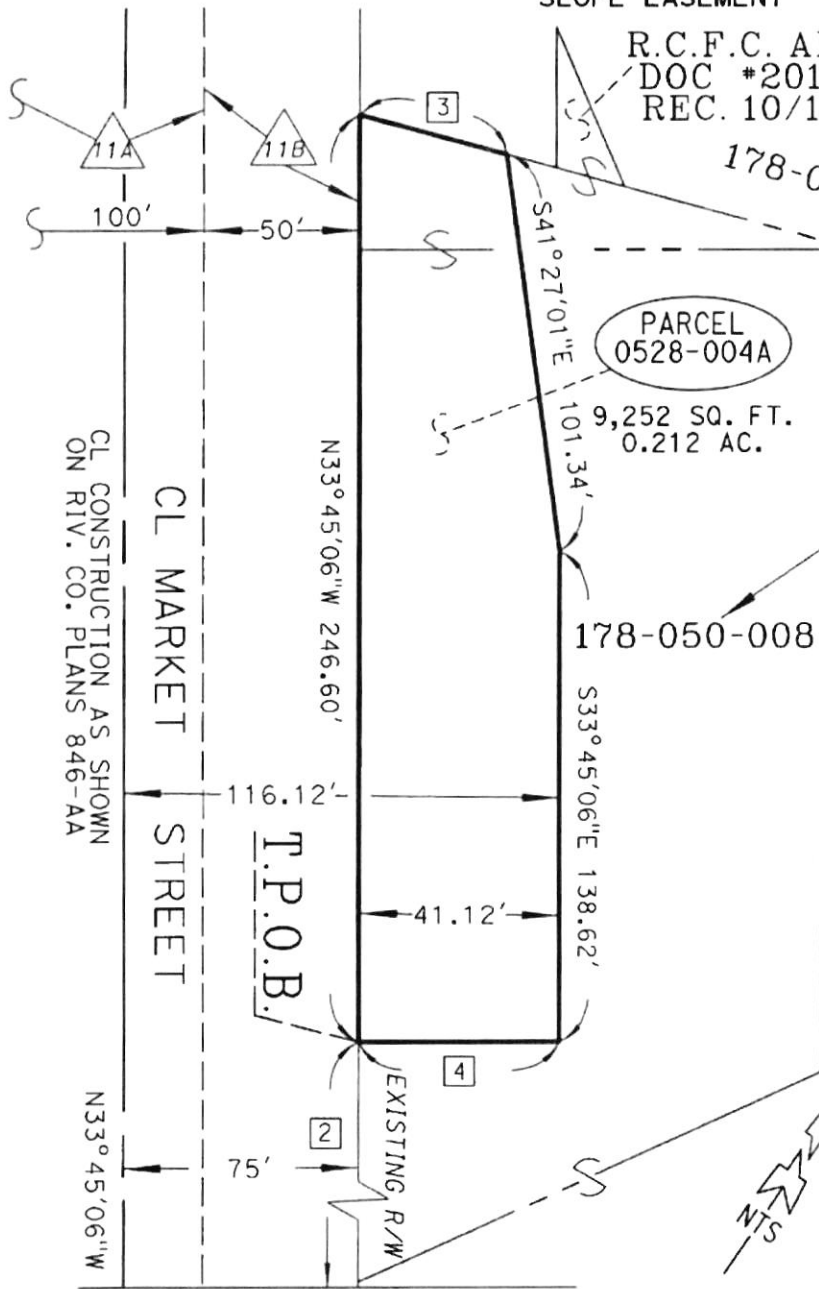


EXHIBIT "B"

0528-004A
SLOPE EASEMENT

R.C.F.C. AND W.C.D.
DOC #2011-448227
REC. 10/12/11, O.R.

FOR RIGHT-OF-WAY
INFORMATION SEE
SHEET 2 OF 3



PARCEL
0528-004A

9,252 SQ. FT.
0.212 AC.

R.C.F.C. AND W.C.D.
INST #56577
REC. 08/07/58, O.R.

□ LINE DATA

- ② N33°45'06"W 1,292.41'
- ③ N71°35'31"E 28.56'
- ④ S56°14'54"W 41.12'

R.C.F.C. AND W.C.D.
INST #459262
THROUGH 459268
REC. 12/08/94, O.R.

178-050-045

MAP OF THE
ALAMO TRACT
MB 9/5, LOT 1

RUBIDOUX RANCHO
SEC.11,
T. 2 S., R. 5 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

| | |
|---------------------|--|
| PCL No.: 0528-004A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WO No.: C0-0528 | PROJECT: MARKET STREET BRIDGE |
| 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: J.A.L. | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-26-2022 |
| DATE: JANUARY, 2022 | |
| SHEET 3 OF 3 | |



EXHIBIT "A"
LEGAL DESCRIPTION
0528-006A
SLOPE EASEMENT

AN EASEMENT FOR SLOPE PURPOSES, LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED AUGUST 07, 1963 AS INSTRUMENT NUMBER 82996, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY TRACT BOUNDARY LINE OF TRACT MAP NO. 30922 ON FILE IN BOOK 392 OF MAPS, PAGES 85 THROUGH 93, INCLUSIVE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH) PER DOCUMENT RECORDED JANUARY 7, 1954 IN BOOK 1541, PAGE 119, ALL OF SAID OFFICIAL RECORDS;

THENCE NORTH 44°39'58" EAST ALONG SAID SOUTHWESTERLY PROLONGATION A DISTANCE OF 60.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINES OF LOTS 163, 164, AND LOT "V" OF SAID TRACT NO. 30922;

THENCE SOUTH 31°05'37" EAST ALONG SAID NORTHWESTERLY PROLONGATION, A DISTANCE OF 72.13 FEET TO THE WESTERLY-MOST CORNER OF LOT "V" AS SHOWN ON SAID TRACT NO. 30922, ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET (VARIES IN WIDTH) PER DOCUMENT RECORDED NOVEMBER 2, 1953 IN BOOK 1526, PAGE 43, SAID OFFICIAL RECORDS;

THENCE SOUTH 44°39'58" WEST ALONG THE NORTHWESTERLY LINE OF SAID DOCUMENT RECORDED NOVEMBER 2, 1953, A DISTANCE OF 57.52 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH);

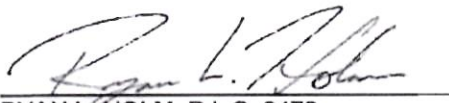
THENCE NORTH 33°45'06" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH), A DISTANCE OF 71.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,141 SQUARE FEET OR 0.095 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 1.000010873 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:

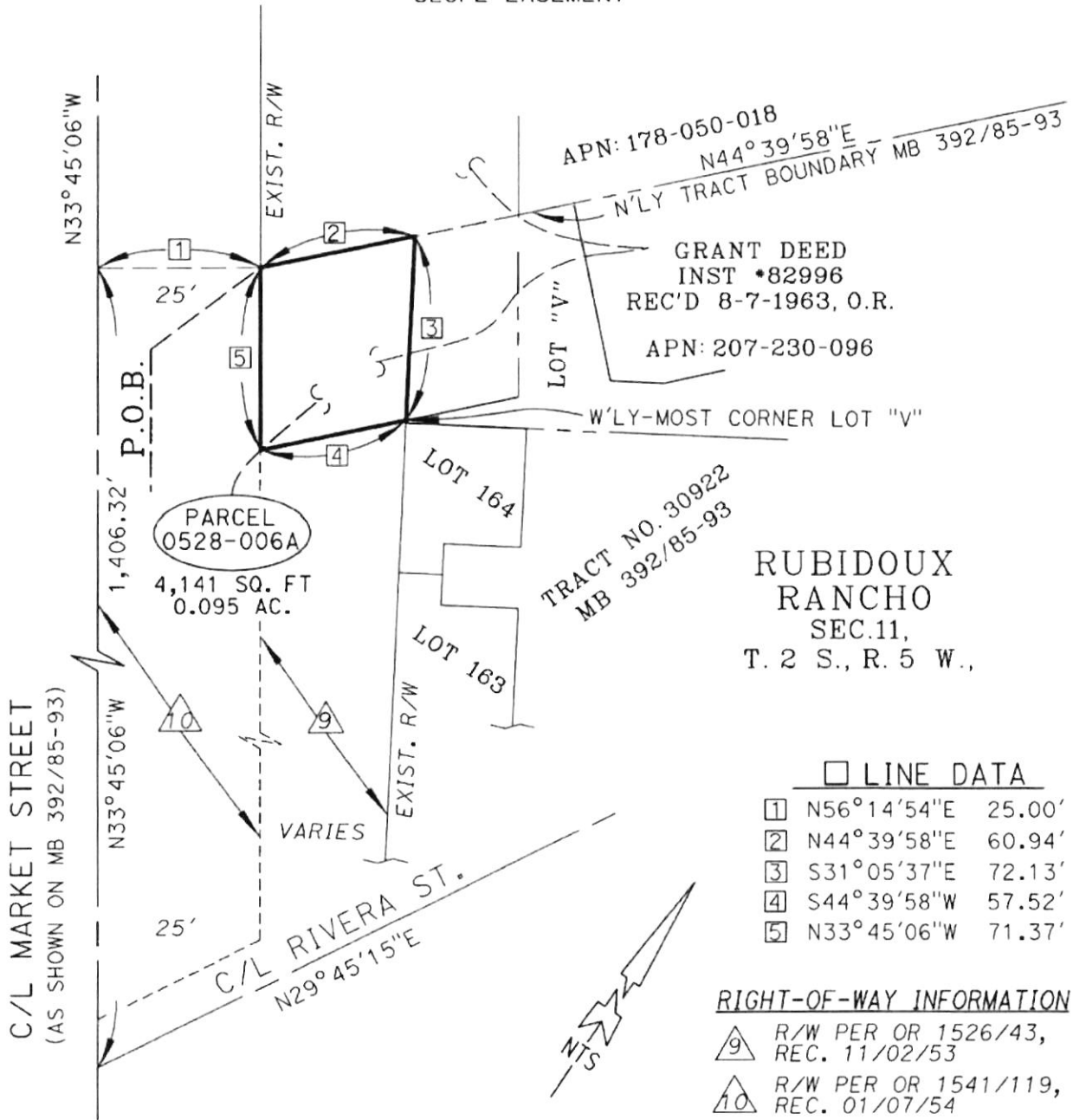

RYAN L. HOLM, P.L.S. 9472

1-20-2022
DATED:



EXHIBIT "B"

0528-006A
SLOPE EASEMENT



RUBIDOUX
RANCHO
SEC.11,
T. 2 S., R. 5 W.,

LINE DATA

| | | |
|---|-------------|--------|
| 1 | N56°14'54"E | 25.00' |
| 2 | N44°39'58"E | 60.94' |
| 3 | S31°05'37"E | 72.13' |
| 4 | S44°39'58"W | 57.52' |
| 5 | N33°45'06"W | 71.37' |

RIGHT-OF-WAY INFORMATION

- 9: R/W PER OR 1526/43, REC. 11/02/53
- 10: R/W PER OR 1541/119, REC. 01/07/54

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

PCL No.: 0528-006A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: CO-0528

PROJECT: MARKET STREET BRIDGE

SCALE: NTS

PREPARED BY: J.A.L.

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

DATE: JANUARY, 2022

APPROVED BY: *Ryan L. Holm* DATE: 1-20-2022

SHEET 1 OF 1



Project: Market Street Bridge Replacement Project
 Parcel Nos.: 0528-004A, 0528-006A
 RCFC Parcel Nos.: 1010-10A and 1010-29 (portion)
 APNs: 178-050-008 and 207-230-096 (portion)

RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement ("Agreement") is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), and **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic ("District" or "Grantor"). County and District may be referred to individually as a Party and collectively as the "Parties".

RECITALS

WHEREAS, District is the owner of real property located in the County of Riverside, State of California, identified with Assessor's Parcel Numbers ("APN") 178-050-008 and 207-230-096 consisting of approximately 0.98 acre of land ("Property") depicted on Attachment "1", attached hereto and made a part hereof; and

WHEREAS, District desires to sell to County and County desires to purchase portions of Property (identified as Parcel Numbers 0528-004A and 0528-006A) for a permanent slope easement interest for the purpose of constructing the Market Street Bridge Replacement Project ("Project") as follows: permanent slope easement interests ("ROW Property") for drainage purposes, as legally described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and

WHEREAS, County has reviewed Project and determined that all significant effects have been adequately addressed in the Supplement to the Environmental Impact Report and the Addendum to the Supplement to the Environmental Impact Report pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Effective Date is the date on which this Agreement is approved and fully executed by County and District, as listed on the signature page of this Agreement.

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

ARTICLE 1. AGREEMENT

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

2. Consideration. For good and valuable consideration, District agrees to sell and convey to County and County agrees to purchase from District all ROW Property described herein, under the terms and conditions set forth in this Agreement. The full consideration for ROW Property consists of the purchase price amount for the real property interest to be acquired in the amount of Three Thousand Two Hundred Fourteen Dollars (\$3,214) ("Purchase Price"). The Purchase Price is to be distributed to District in accordance with this Agreement. District will be responsible for any apportionment or allocation of the Purchase Price if required for any separately held interests that may exist.

3. County Responsibilities:

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

B. Upon the opening of Escrow, the County shall deposit the consideration as follows:

i. Purchase Price. Deposit into Escrow the Purchase Price in the amount of Three Thousand Two Hundred Fourteen Dollars (\$3,214).

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

i. Closing Costs. County will deposit to Escrow Holder amounts sufficient for all escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged, therefore. Said escrow and recording

charges shall not include documentary transfer tax as County is exempt pursuant to California Government Code Section 6103 and California Revenue and Taxation Code Section 11922.

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

D. County will authorize the Escrow Holder to close Escrow and release the deposit to District in accordance with the provisions herein and upon satisfaction of all conditions by the Parties.

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

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

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

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

4. Grantor Responsibilities.

A. Execute and acknowledge, substantially in the form attached hereto as Exhibit "C" ("Deeds"), Easement Deeds for slope purposes in favor of the County of Riverside identified as Parcel Numbers 0528-004A and 0528-006A, and deliver Deeds to the Escrow Holder for recordation in the Official Records of the County Recorder of Riverside County ("Official Records") upon Close of Escrow, with said Deeds and the property interests granted therein free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes, except:

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

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

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

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

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

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

C. District shall indemnify, defend, protect, and hold the County of Riverside, its Agencies, Districts, Departments, their respective directors, Board of Supervisors, elected and appointed officials, employees, agents, representatives, successors, and assigns free and harmless from and against any and all claims, demands, causes of action, judgements, losses, liabilities, costs or expenses which County may suffer, sustain, incur or otherwise become subject to (either directly or indirectly) to the extent the same results from

or arises out of any breach of District's representations, warranties, or covenants provided in this Agreement or any action or omission by District, its affiliates, agents, employees or representatives, or in connection with District's ownership and operation of the ROW Property. District warrants and covenants to County that District owns all right, title, and interest in the ROW Property, free and clear of all liens, mortgages, encumbrances, security interests, and adverse claims, except for those set forth in Section 4(A) of Article 1 and has the right to transfer the ROW Property to County. District further agrees that District will defend County's rights, title, and interest in the ROW Property against the demands of anyone claiming through District and any person who may lawfully claim the same.

D. District shall be obligated hereunder to pay for, without limitation and whether foreseeable or unforeseeable, all costs of any required or necessitated repair, cleanup, detoxification, or decontamination of the parcel, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and such obligation shall continue under the parcel has been rendered in compliance with applicable federal, state, and local laws, statutes, ordinances, regulations, and rules.

Article 2. MISCELLANEOUS

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

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

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

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

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

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

7. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either Party 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 Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

8. District and its assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement, and all 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.

10. The authority for the Director of Transportation Department to execute this Agreement is contained in Ordinance No. 598.

//

//

//

[Signatures on following page]

IN WITNESS WHEREOF, Parties have executed this Agreement the day and year last below written.

Date: 11/7/2023


COUNTY:

COUNTY OF RIVERSIDE, a political Subdivision of the State of California

DISTRICT:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic

By: 
MARK LANCASTER, Director
Transportation Department


By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control
and Water Conservation District
Board of Supervisors

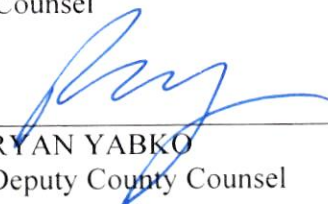
By: 10-25-23

Date: 11/7/2023

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
STEPHANIE NELSON
Deputy County Counsel

By: 
RYAN YABKO
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

Project: Market Street Bridge Replacement Project
Parcel Nos. 0528-004A, 0528-006A
RCFC Parcels 1010-10A and 1010-29 (portion)
APN 178-050-008 and 207-230-096 (portion)
YK:rlp
10/02/23

NOV 7 2023 11.3

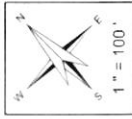
ATTACHMENT "1"
ASSESSOR'S PLAT MAP

207-23

TRA 009-049
009-159

SEC 11 14 T 2S R 5W
CITY OF RIVERSIDE

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



- Legend**
- Lot Lines
 - Right-Of-Way
 - Old Lot Lines
 - Reference R.O.W
 - Other Easements
 - Lease Area
 - Subdivision Tr. Mark

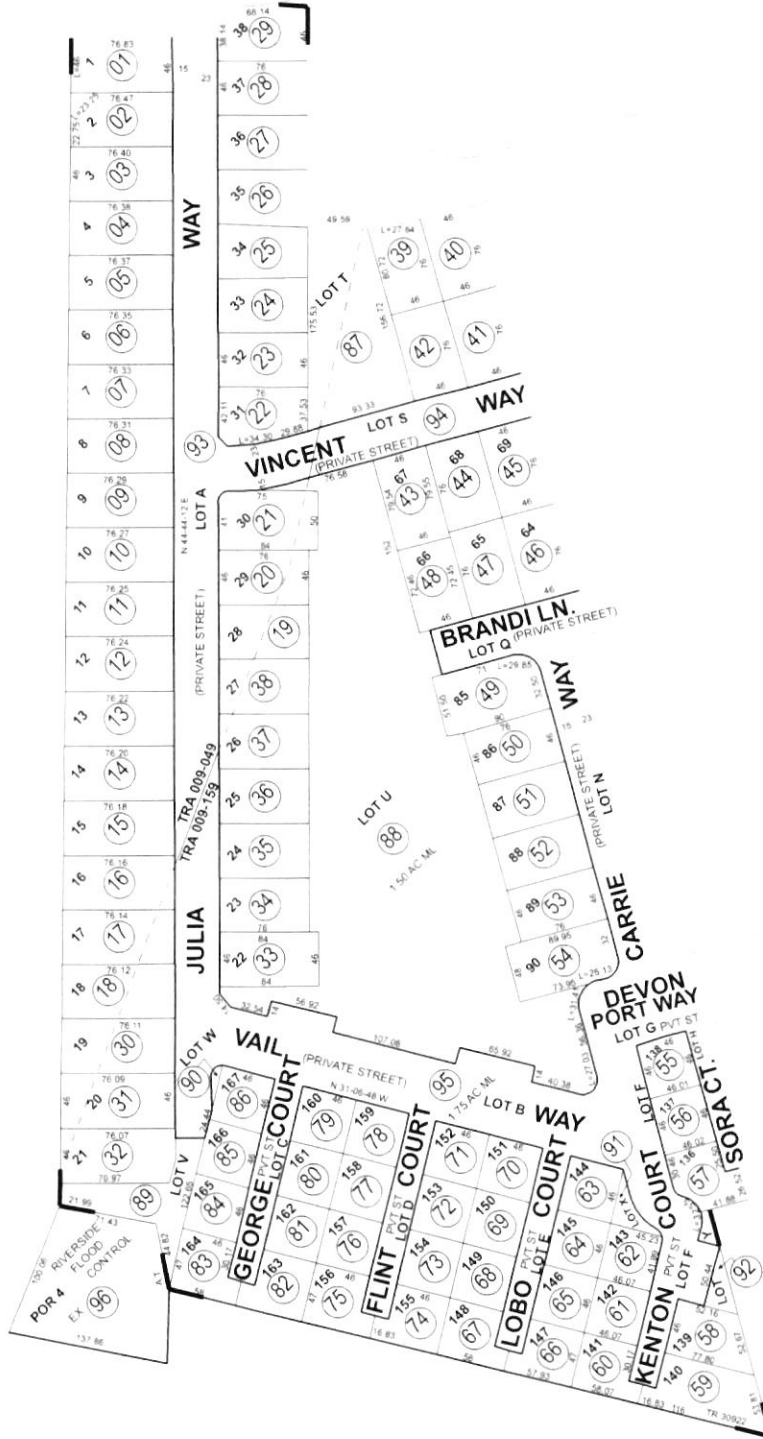


EXHIBIT A
LEGAL DESCRIPTION
Parcel No. 0528-004A, 0528-006A

EXHIBIT "A"
LEGAL DESCRIPTION
0528-004A
SLOPE EASEMENT

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEEDS RECORDED DECEMBER 08, 1994 AS INSTRUMENT NUMBERS 459262 THROUGH 459268, INCLUSIVE, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED BY FINAL ORDER OF CONDEMNATION NUMBER 65711, RECORDED AUGUST 7, 1958 AS INSTRUMENT NUMBER 56577, ALL OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY-MOST CORNER OF LOT "V", AS SHOWN BY TRACT MAP NO. 30922, ON FILE IN BOOK 392 OF MAPS, PAGES 85 THROUGH 93, RECORDS OF SAID RECORDER, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED AUGUST 7, 1963 AS INSTRUMENT NUMBER 82996, SAID OFFICIAL RECORDS;

THENCE SOUTH 44°39'58" WEST ALONG SAID SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 82996, A DISTANCE OF 57.52 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET AND THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DOCUMENT RECORDED JANUARY 7, 1954 IN BOOK 1541, PAGE 119, SAID OFFICIAL RECORDS;

THENCE NORTH 33°45'06" WEST, A DISTANCE OF 1,292.41 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, ALSO BEING THE NORTHEASTERLY LINE OF SAID DOCUMENT RECORDED JANUARY 7, 1954, AND THE NORTHEASTERLY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED AS "PARCEL 2" IN DOCUMENT RECORDED OCTOBER 24, 1955 IN BOOK 1811, PAGE 254, SAID OFFICIAL RECORDS, TO A POINT DISTANT 246.60 FEET SOUTHEASTERLY OF, AS MEASURED ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, FROM THE NORTHERLY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED BY SAID GRANT DEEDS RECORDED DECEMBER 08, 1994, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 33°45'06" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, A DISTANCE OF 246.60 FEET TO SAID NORTHERLY LINE;

THENCE NORTH 71°35'31" EAST, ALONG SAID NORTHERLY LINE A DISTANCE OF 28.56 FEET;

THENCE SOUTH 41°27'01" EAST, A DISTANCE OF 101.34 FEET TO A LINE PARALLEL LINE WITH AND DISTANT 41.12 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET;

THENCE SOUTH 33°45'06" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 138.62 FEET TO A POINT WHICH BEARS NORTH 56°14'54" EAST 41.12 FEET FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 56°14'54" WEST, A DISTANCE OF 41.12 FEET TO THE **TRUE POINT OF BEGINNING**;

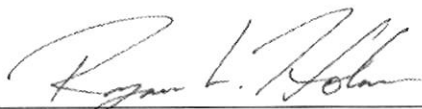
EXHIBIT "A"
LEGAL DESCRIPTION
0528-004A
SLOPE EASEMENT

CONTAINING 9,252 SQUARE FEET OR 0.212 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 1.000010873 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:



RYAN L. HOLM, P.L.S. 9472

1-26-2022

DATED:



EXHIBIT "A"
LEGAL DESCRIPTION
0528-006A
SLOPE EASEMENT

AN EASEMENT FOR SLOPE PURPOSES, LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED AUGUST 07, 1963 AS INSTRUMENT NUMBER 82996, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY TRACT BOUNDARY LINE OF TRACT MAP NO. 30922 ON FILE IN BOOK 392 OF MAPS, PAGES 85 THROUGH 93, INCLUSIVE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH) PER DOCUMENT RECORDED JANUARY 7, 1954 IN BOOK 1541, PAGE 119, ALL OF SAID OFFICIAL RECORDS;

THENCE NORTH 44°39'58" EAST ALONG SAID SOUTHWESTERLY PROLONGATION A DISTANCE OF 60.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINES OF LOTS 163, 164, AND LOT "V" OF SAID TRACT NO. 30922;

THENCE SOUTH 31°05'37" EAST ALONG SAID NORTHWESTERLY PROLONGATION, A DISTANCE OF 72.13 FEET TO THE WESTERLY-MOST CORNER OF LOT "V" AS SHOWN ON SAID TRACT NO. 30922, ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET (VARIES IN WIDTH) PER DOCUMENT RECORDED NOVEMBER 2, 1953 IN BOOK 1526, PAGE 43, SAID OFFICIAL RECORDS;

THENCE SOUTH 44°39'58" WEST ALONG THE NORTHWESTERLY LINE OF SAID DOCUMENT RECORDED NOVEMBER 2, 1953, A DISTANCE OF 57.52 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH);

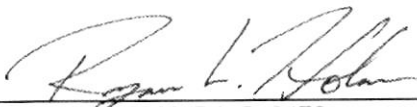
THENCE NORTH 33°45'06" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH), A DISTANCE OF 71.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,141 SQUARE FEET OR 0.095 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 1.000010873 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:



RYAN L. HOLM, P.L.S. 9472

1-20-2022

DATED:



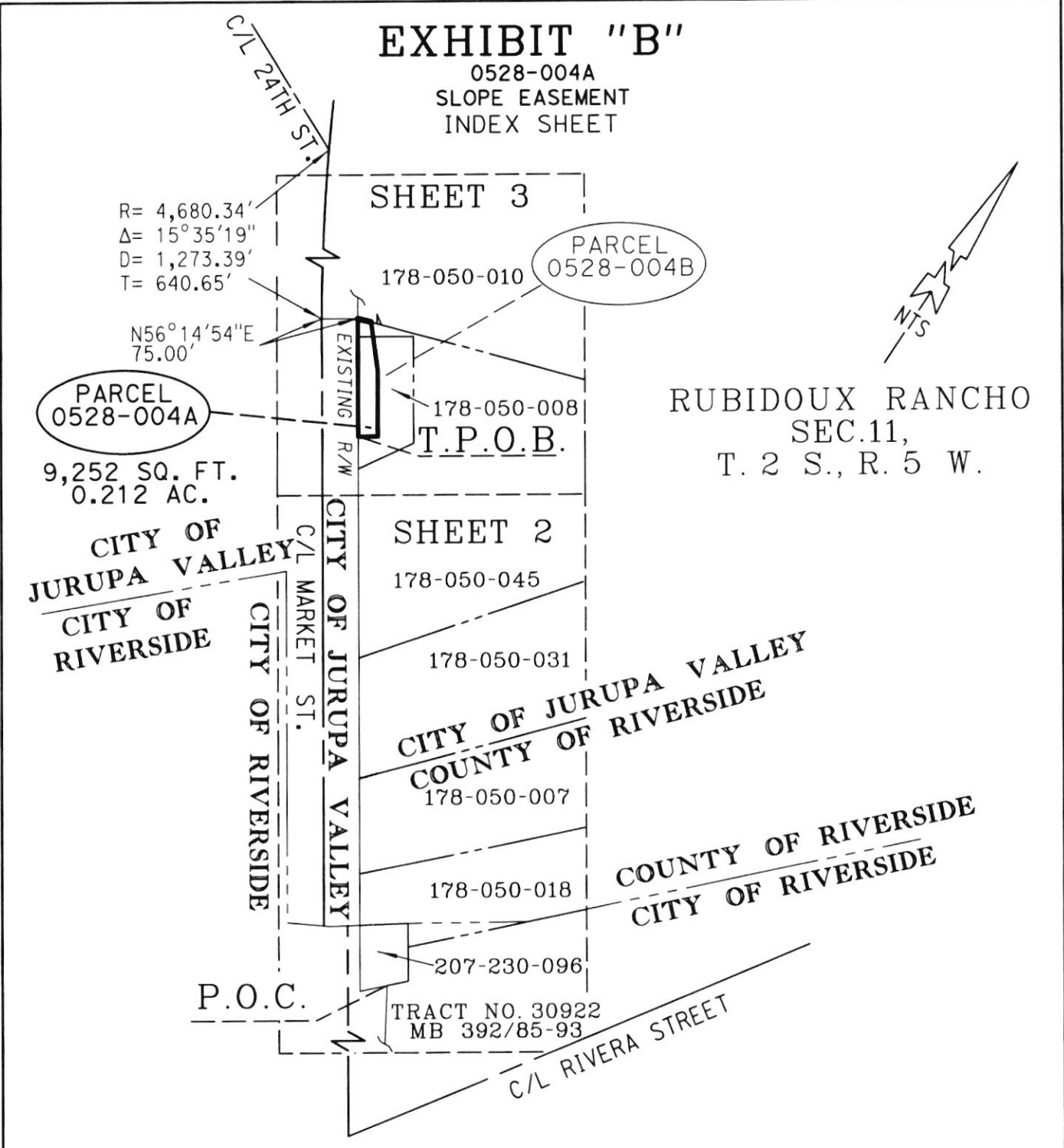
EXHIBIT "B"

LEGAL DEPICTION

Parcel Nos. 0528-004A and 0528-006A

EXHIBIT "B"

0528-004A
SLOPE EASEMENT
INDEX SHEET



RUBIDOUX RANCHO
SEC. 11,
T. 2 S., R. 5 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

PCL No.: 0528-004A
WO No.: CO-0528
SCALE: NTS
PREPARED BY: J.A.L.
DATE: JANUARY, 2022
SHEET 1 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION
PROJECT: MARKET STREET BRIDGE
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Ryan L. Holm* DATE: 1-26-2022



EXHIBIT "B"

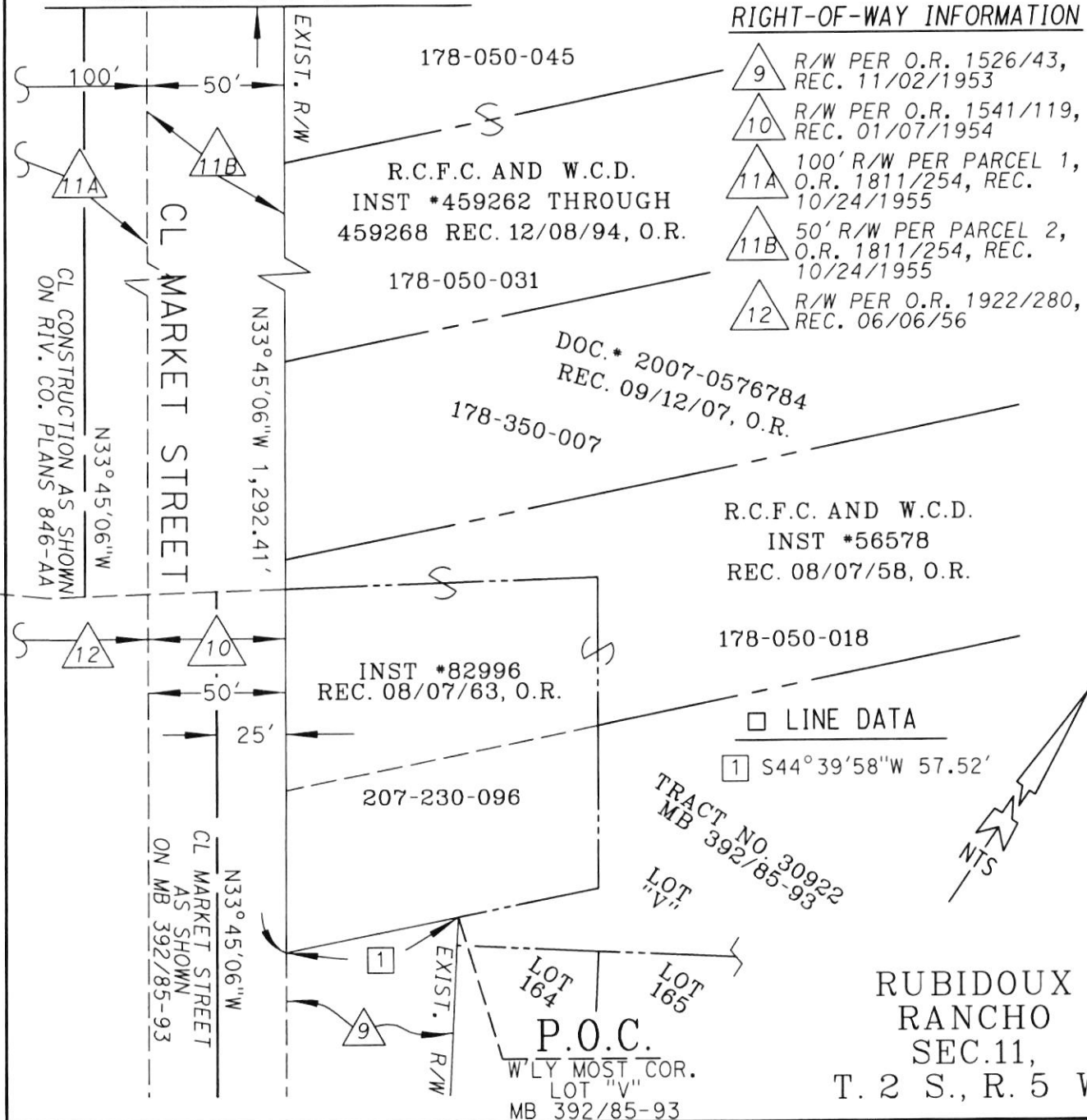
0528-004A

SLOPE EASEMENT

SEE SHEET 3 OF 3

RIGHT-OF-WAY INFORMATION

- △ 9 R/W PER O.R. 1526/43, REC. 11/02/1953
- △ 10 R/W PER O.R. 1541/119, REC. 01/07/1954
- △ 11A 100' R/W PER PARCEL 1, O.R. 1811/254, REC. 10/24/1955
- △ 11B 50' R/W PER PARCEL 2, O.R. 1811/254, REC. 10/24/1955
- △ 12 R/W PER O.R. 1922/280, REC. 06/06/56

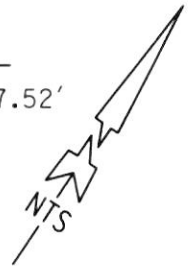


R.C.F.C. AND W.C.D.
INST #56578
REC. 08/07/58, O.R.

178-050-018

□ LINE DATA
① S44°39'58"W 57.52'

TRACT NO 30922
MB 392/85-93
LOT "V"



RUBIDOUX
RANCHO
SEC.11,
T. 2 S., R. 5 W.

| | |
|--|--|
| ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873 | |
| PCL No.: 0528-004A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WO No.: CO-0528 | PROJECT: MARKET STREET BRIDGE |
| 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: J.A.L. | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-26-2022 |
| DATE: JANUARY, 2022 | |
| SHEET 2 OF 3 | |

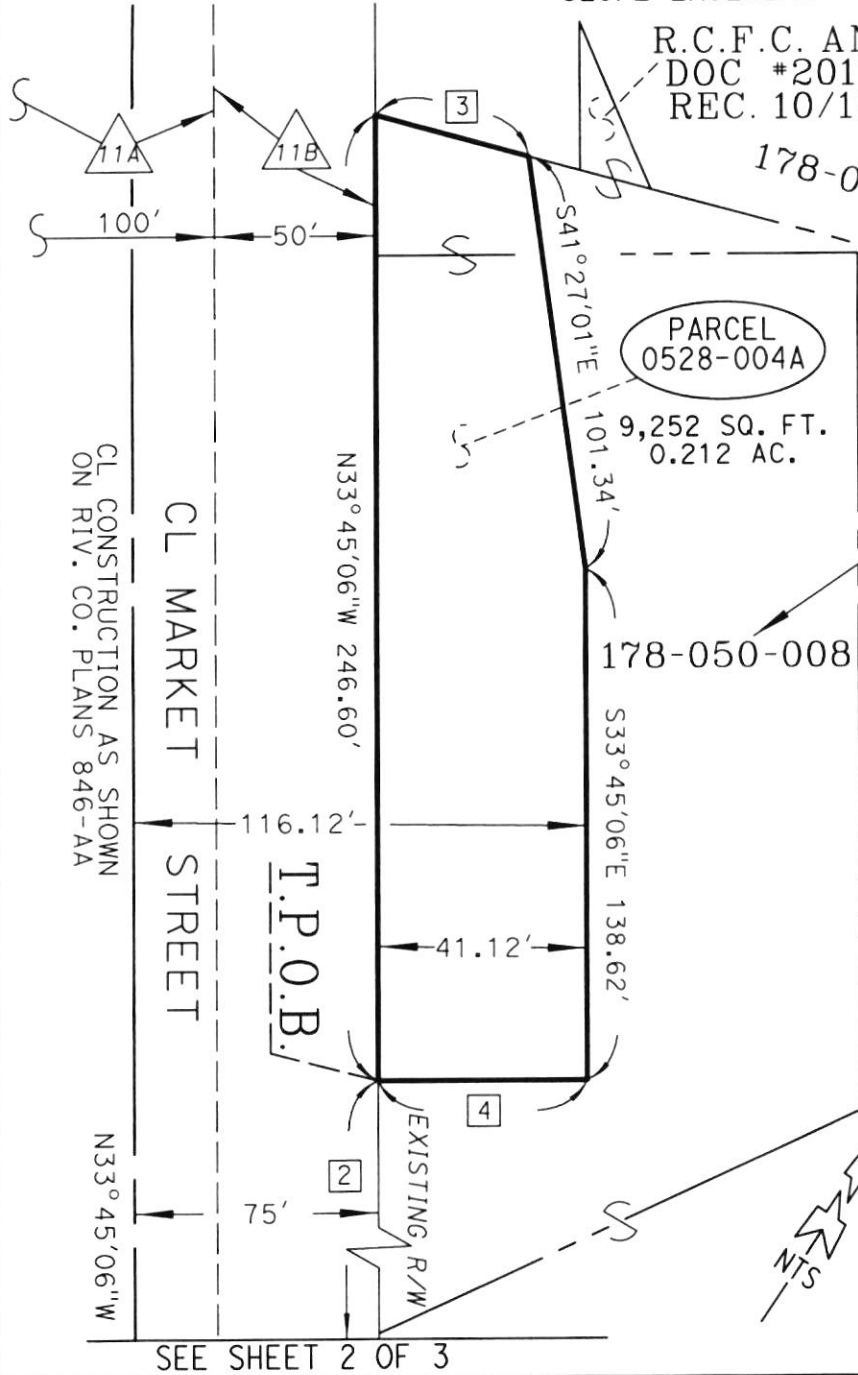


EXHIBIT "B"

0528-004A
SLOPE EASEMENT

R.C.F.C. AND W.C.D.
DOC #2011-448227
REC. 10/12/11, O.R.

FOR RIGHT-OF-WAY
INFORMATION SEE
SHEET 2 OF 3



178-050-010

N71°35'31"E

PARCEL
0528-004A

9,252 SQ. FT.
0.212 AC.

R.C.F.C. AND W.C.D.
INST #56577
REC. 08/07/58, O.R.

□ LINE DATA

- 2 N33°45'06"W 1,292.41'
- 3 N71°35'31"E 28.56'
- 4 S56°14'54"W 41.12'

178-050-008

R.C.F.C. AND W.C.D.
INST #459262
THROUGH 459268
REC. 12/08/94, O.R.

178-050-045

MAP OF THE
ALAMO TRACT
MB 9/5, LOT 1

RUBIDOUX RANCHO
SEC.11,
T. 2 S., R. 5 W.



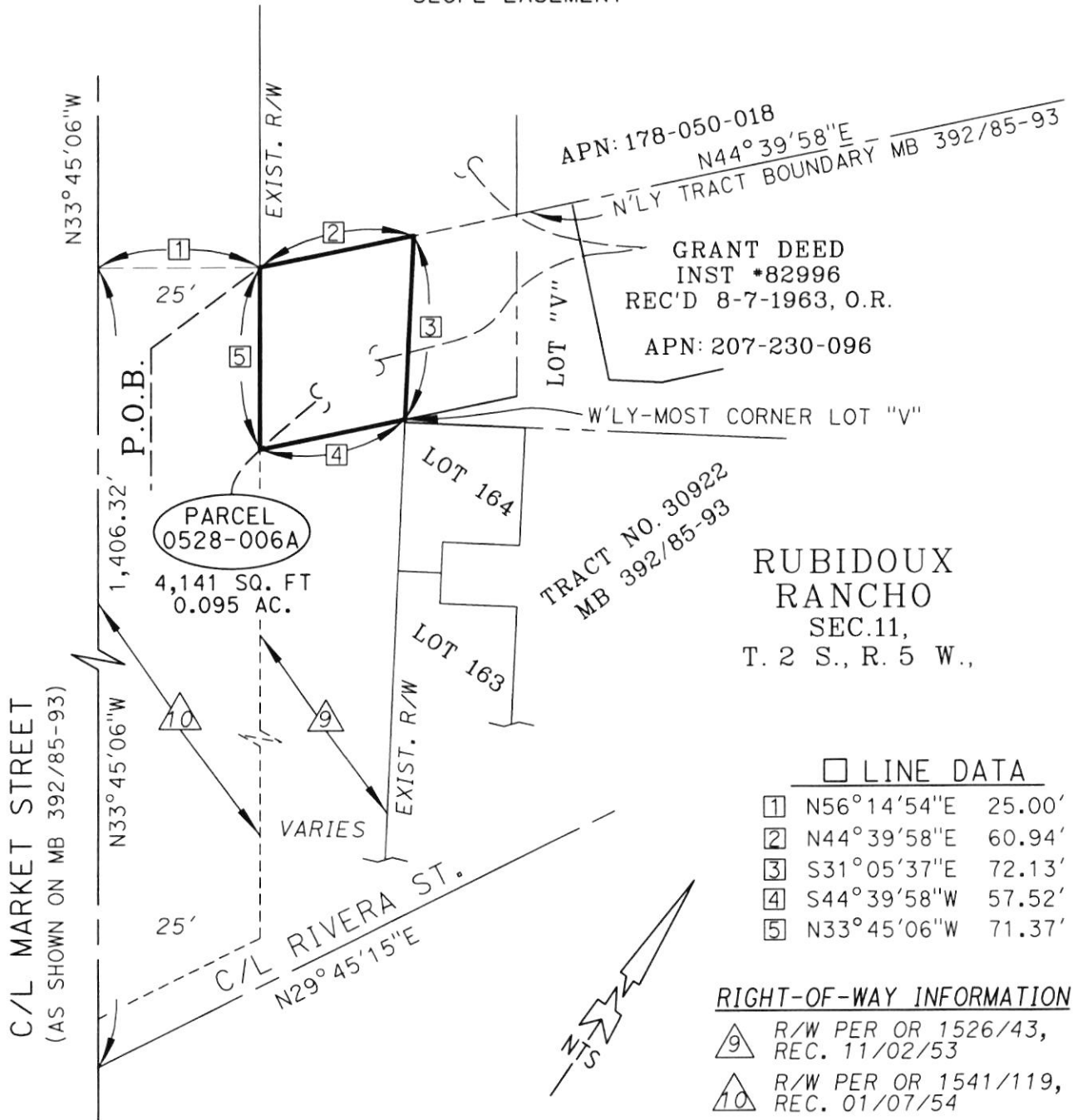
ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

| | |
|---------------------|--|
| PCL No.: 0528-004A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WO No.: CO-0528 | |
| SCALE: NTS | PROJECT: MARKET STREET BRIDGE |
| PREPARED BY: J.A.L. | THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION. |
| DATE: JANUARY, 2022 | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-26-2022 |
| SHEET 3 OF 3 | |



EXHIBIT "B"

0528-006A
SLOPE EASEMENT



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

PCL No.: 0528-006A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C0-0528

PROJECT: MARKET STREET BRIDGE

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: J.A.L.

DATE: JANUARY, 2022

APPROVED BY: *Ryan L. Holm* DATE: 1-20-2022

SHEET 1 OF 1



EXHIBIT "C"
EASEMENT DEEDS
Slope Purposes

Recorded at request of and return to:
County of Riverside – Transportation
Department – Survey – Real Estate Division
4080 Lemon St. 8th Fl.
Riverside, CA 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: Market Street Bridge
Replacement Project
PARCEL: 0528-004A
RCFC PARCEL: 1010-10A
APN: 178-050-008 (portion)

EASEMENT DEED
(FOR SLOPE AND DRAINAGE PURPOSES)

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("GRANTOR"), grant(s) to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("GRANTEE") an easement for slope and drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California ("County"), as more particularly described in Exhibit "A", and depicted in Exhibit "B", attached hereto and made a part hereof ("Slope and Drainage Easement Area").

GRANTEE and GRANTEE'S successors and assigns ("GRANTEES") shall not construct erect, place, maintain or permit the erection, placement, or maintenance of any building, earth fill or other structures on the Slope and Drainage Easement Area. GRANTEES and their contractors, agents and employees shall have free access to the Slope and Drainage Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. GRANTEES may improve the Slope Easement Area with landscaping including ground cover and shrubs - excluding any trees.

GRANTOR hereby acknowledges and agrees that GRANTEE in its sole discretion, shall have the right, to grant, assign, transfer, re-convey, renew or extend all or any portion of GRANTEE's rights or obligations under this Easement Deed, all as GRANTEE deems appropriate (including, without limitation, the ability to control the exclusivity, conditions, duration or the nature of such easements), to one or more parties including, without limitation, a homeowner's association, private or public entity, the County, or any other similar governmental or quasi-governmental agency, district, or entity. GRANTOR covenants and agrees to execute in recordable form such additional documents as may be necessary to document and/or confirm any such grant, assign, transfer or reconveyance.

Dated: _____

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By: _____

Name: _____

Its: _____

Recorded at request of and return to:
County of Riverside – Transportation
Department – Survey – Real Estate Division
4080 Lemon St., 8th Fl.
Riverside, CA 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: Market Street Bridge
Replacement Project
PARCEL: 0528-006A
RCFC PARCEL: 1010-29
APN: 207-230-096 (portion)

EASEMENT DEED
(FOR SLOPE AND DRAINAGE PURPOSES)

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("GRANTOR"), grant(s) to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("GRANTEE"), an easement for slope and drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California ("County"), as more particularly described in Exhibit "A", and depicted in Exhibit "B", attached hereto and made a part hereof ("Slope and Drainage Easement Area").

GRANTEE and GRANTEE's successors and assigns ("GRANTEES") shall not construct erect, place, maintain or permit the erection, placement, or maintenance of any building, earth fill or other structures on the Slope and Drainage Easement Area. GRANTEES and their contractors, agents and employees shall have free access to the Slope and Drainage Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. GRANTEES may improve the Slope and Drainage Easement Area with landscaping including ground cover and shrubs - excluding any trees.

GRANTOR hereby acknowledges and agrees that GRANTEE in its sole discretion, shall have the right, to grant, assign, transfer, re-convey, renew or extend all or any portion of GRANTEE's rights or obligations under this Easement Deed, all as GRANTEE deems appropriate (including, without limitation, the ability to control the exclusivity, conditions, duration or the nature of such easements), to one or more parties including, without limitation, a homeowner's association, private or public entity, the County, or any other similar governmental or quasi-governmental agency, district, or entity. GRANTOR covenants and agrees to execute in recordable form such additional documents as may be necessary to document and/or confirm any such grant, assign, transfer or reconveyance.

Dated: _____

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By: _____

Name: _____

Its: _____

Recorded at request of and return to:
County of Riverside – Transportation
Department – Survey – Real Estate Division
4080 Lemon St., 8th Fl.
Riverside, CA 92501

Dept to
record Deed

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: Market Street Bridge
Replacement Project
PARCEL: 0528-006A
RCFC PARCEL: 1010-29
APN: 207-230-096 (portion)

EASEMENT DEED
(FOR SLOPE AND DRAINAGE PURPOSES)

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("GRANTOR"), grant(s) to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("GRANTEE"), an easement for slope and drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California ("County"), as more particularly described in Exhibit "A", and depicted in Exhibit "B", attached hereto and made a part hereof ("Slope and Drainage Easement Area").

GRANTEE and GRANTEE's successors and assigns ("GRANTEES") shall not construct erect, place, maintain or permit the erection, placement, or maintenance of any building, earth fill or other structures on the Slope and Drainage Easement Area. GRANTEES and their contractors, agents and employees shall have free access to the Slope and Drainage Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. GRANTEES may improve the Slope and Drainage Easement Area with landscaping including ground cover and shrubs - excluding any trees.

GRANTOR hereby acknowledges and agrees that GRANTEE in its sole discretion, shall have the right, to grant, assign, transfer, re-convey, renew or extend all or any portion of GRANTEE's rights or obligations under this Easement Deed, all as GRANTEE deems appropriate (including, without limitation, the ability to control the exclusivity, conditions, duration or the nature of such easements), to one or more parties including, without limitation, a homeowner's association, private or public entity, the County, or any other similar governmental or quasi-governmental agency, district, or entity. GRANTOR covenants and agrees to execute in recordable form such additional documents as may be necessary to document and/or confirm any such grant, assign, transfer or reconveyance.

NOV 7 2023 11, 3

Dated: 11/7/2023

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By: Karen S. Spiegel.

Name: KAREN SPIEGEL

Its: CHAIR, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

BY [Signature] 10/24/23
RYAN D YABKO DATE

ATTEST:
KIMBERLY A. RECTOR, 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 November 7, 2023, before me, Breanna Smith, Board Assistant, personally appeared Karen Spiegel, Chair 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 she executed the same in her authorized capacity, and that by her 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

Kimberly A. Rector
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
(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 Flood Control and Water Conservation District (EMBOSED ON DOCUMENT)

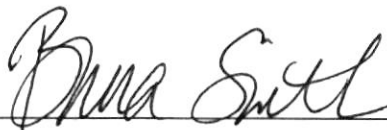
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 11/07/2023

Signature: _____



Print Name: Breanna Smith, Clerk of Board Assistant

252031

PROJECT: Market Street Bridge Replacement Project
PARCEL: 0528-006A
RCFC PARCEL: 1010-29
APN: 207-230-096 (portion)

SLOPE AND DRAINAGE EASEMENT

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____ from the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic to the **COUNTY OF RIVERSIDE**, , a political subdivision of the State of California is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for Slope and Drainage purposes, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. GRANTEE consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE

By: _____
MARK LANCASTER, Director
Transportation Department

EXHIBIT "A"
LEGAL DESCRIPTION
0528-006A
SLOPE EASEMENT

AN EASEMENT FOR SLOPE PURPOSES, LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED AUGUST 07, 1963 AS INSTRUMENT NUMBER 82996, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY TRACT BOUNDARY LINE OF TRACT MAP NO. 30922 ON FILE IN BOOK 392 OF MAPS, PAGES 85 THROUGH 93, INCLUSIVE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH) PER DOCUMENT RECORDED JANUARY 7, 1954 IN BOOK 1541, PAGE 119, ALL OF SAID OFFICIAL RECORDS;

THENCE NORTH 44°39'58" EAST ALONG SAID SOUTHWESTERLY PROLONGATION A DISTANCE OF 60.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINES OF LOTS 163, 164, AND LOT "V" OF SAID TRACT NO. 30922;

THENCE SOUTH 31°05'37" EAST ALONG SAID NORTHWESTERLY PROLONGATION, A DISTANCE OF 72.13 FEET TO THE WESTERLY-MOST CORNER OF LOT "V" AS SHOWN ON SAID TRACT NO. 30922, ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET (VARIES IN WIDTH) PER DOCUMENT RECORDED NOVEMBER 2, 1953 IN BOOK 1526, PAGE 43, SAID OFFICIAL RECORDS;

THENCE SOUTH 44°39'58" WEST ALONG THE NORTHWESTERLY LINE OF SAID DOCUMENT RECORDED NOVEMBER 2, 1953, A DISTANCE OF 57.52 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH);

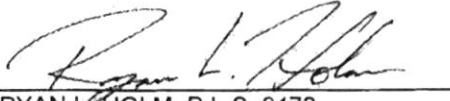
THENCE NORTH 33°45'06" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, (25.00 FEET IN HALF-WIDTH), A DISTANCE OF 71.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,141 SQUARE FEET OR 0.095 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 1.000010873 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:

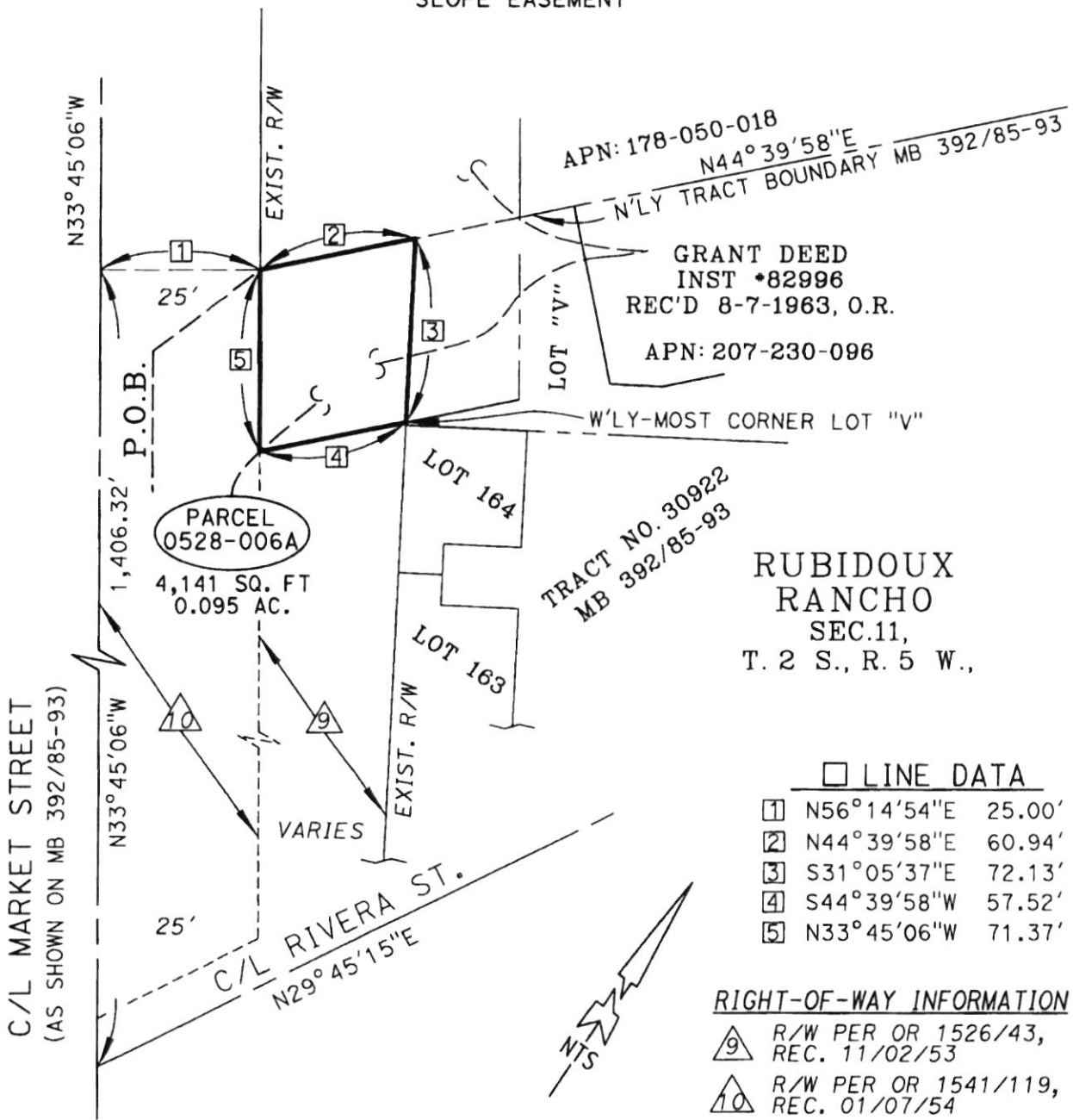

RYAN L. HOLM, P.L.S. 9472

1-20-2022
DATED:



EXHIBIT "B"

0528-006A
SLOPE EASEMENT



RUBIDOUX
RANCHO
SEC.11,
T. 2 S., R. 5 W.,

□ LINE DATA

| | | |
|---|-------------|--------|
| 1 | N56°14'54"E | 25.00' |
| 2 | N44°39'58"E | 60.94' |
| 3 | S31°05'37"E | 72.13' |
| 4 | S44°39'58"W | 57.52' |
| 5 | N33°45'06"W | 71.37' |

RIGHT-OF-WAY INFORMATION

| | |
|----|---------------------------------------|
| 9 | R/W PER OR 1526/43, REC. 11/02/53 |
| 10 | R/W PER OR 1541/119, REC. 01/07/54 |

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

| | |
|---------------------|--|
| PCL No.: 0528-006A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WO No.: CO-0528 | PROJECT: MARKET STREET BRIDGE |
| 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: J.A.L. | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-20-2022 |
| DATE: JANUARY, 2022 | |
| SHEET 1 OF 1 | |



252031

Recorded at request of and return to:
County of Riverside – Transportation
Department – Survey – Real Estate Division
4080 Lemon St. 8th Fl.
Riverside, CA 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)

Dept to
Record Deed

(Space above this line for Recorder's use)

PROJECT: Market Street Bridge
Replacement Project
PARCEL: 0528-004A
RCFC PARCEL: 1010-10A
APN: 178-050-008 (portion)

EASEMENT DEED
(FOR SLOPE AND DRAINAGE PURPOSES)

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("GRANTOR"), grant(s) to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("GRANTEE") an easement for slope and drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California ("County"), as more particularly described in Exhibit "A", and depicted in Exhibit "B", attached hereto and made a part hereof ("Slope and Drainage Easement Area").

GRANTEE and GRANTEE'S successors and assigns ("GRANTEES") shall not construct erect, place, maintain or permit the erection, placement, or maintenance of any building, earth fill or other structures on the Slope and Drainage Easement Area. GRANTEES and their contractors, agents and employees shall have free access to the Slope and Drainage Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. GRANTEES may improve the Slope Easement Area with landscaping including ground cover and shrubs - excluding any trees.

GRANTOR hereby acknowledges and agrees that GRANTEE in its sole discretion, shall have the right, to grant, assign, transfer, re-convey, renew or extend all or any portion of GRANTEE's rights or obligations under this Easement Deed, all as GRANTEE deems appropriate (including, without limitation, the ability to control the exclusivity, conditions, duration or the nature of such easements), to one or more parties including, without limitation, a homeowner's association, private or public entity, the County, or any other similar governmental or quasi-governmental agency, district, or entity. GRANTOR covenants and agrees to execute in recordable form such additional documents as may be necessary to document and/or confirm any such grant, assign, transfer or reconveyance.

NOV 7 2023 11.3

252031

Dated: 11/7/2023

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Its: CHAIR, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 10/29/23
RYAN D. YABKO DATE

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: [Signature]
DEPUTY

NOV 7 2023 11.3

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 November 7, 2023, before me, Breanna Smith, Board Assistant, personally appeared Karen Spiegel, Chair 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 she executed the same in her authorized capacity, and that by her 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

Kimberly A. Rector
Clerk of the Board of Supervisors

By: Breanna Smith
Deputy Clerk

(SEAL)

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
(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 Flood Control and Water Conservation District (EMBOSSSED ON DOCUMENT)

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 11/07/2023

Signature: _____



Print Name: Breanna Smith, Clerk of Board Assistant

252031

PROJECT: Market Street Bridge Replacement Project
PARCEL: 0528-004A
RCFC PARCEL: 1010-10A
APN: 178-050-008 (portion)

SLOPE EASEMENT

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____ from the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic 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 Slope and Drainage purposes, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. GRANTEE consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE

By: _____
MARK LANCASTER, Director
Transportation Department

EXHIBIT "A"
LEGAL DESCRIPTION
0528-004A
SLOPE EASEMENT

AN EASEMENT FOR SLOPE PURPOSES LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEEDS RECORDED DECEMBER 08, 1994 AS INSTRUMENT NUMBERS 459262 THROUGH 459268, INCLUSIVE, TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED BY FINAL ORDER OF CONDEMNATION NUMBER 65711, RECORDED AUGUST 7, 1958 AS INSTRUMENT NUMBER 56577, ALL OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY-MOST CORNER OF LOT "V", AS SHOWN BY TRACT MAP NO. 30922, ON FILE IN BOOK 392 OF MAPS, PAGES 85 THROUGH 93, RECORDS OF SAID RECORDER, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED AUGUST 7, 1963 AS INSTRUMENT NUMBER 82996, SAID OFFICIAL RECORDS;

THENCE SOUTH 44°39'58" WEST ALONG SAID SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 82996, A DISTANCE OF 57.52 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET AND THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DOCUMENT RECORDED JANUARY 7, 1954 IN BOOK 1541, PAGE 119, SAID OFFICIAL RECORDS;

THENCE NORTH 33°45'06" WEST, A DISTANCE OF 1,292.41 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, ALSO BEING THE NORTHEASTERLY LINE OF SAID DOCUMENT RECORDED JANUARY 7, 1954, AND THE NORTHEASTERLY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED AS "PARCEL 2" IN DOCUMENT RECORDED OCTOBER 24, 1955 IN BOOK 1811, PAGE 254, SAID OFFICIAL RECORDS, TO A POINT DISTANT 246.60 FEET SOUTHEASTERLY OF, AS MEASURED ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, FROM THE NORTHERLY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED BY SAID GRANT DEEDS RECORDED DECEMBER 08, 1994, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 33°45'06" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, A DISTANCE OF 246.60 FEET TO SAID NORTHERLY LINE;

THENCE NORTH 71°35'31" EAST, ALONG SAID NORTHERLY LINE A DISTANCE OF 28.56 FEET;

THENCE SOUTH 41°27'01" EAST, A DISTANCE OF 101.34 FEET TO A LINE PARALLEL LINE WITH AND DISTANT 41.12 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET;

THENCE SOUTH 33°45'06" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 138.62 FEET TO A POINT WHICH BEARS NORTH 56°14'54" EAST 41.12 FEET FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 56°14'54" WEST, A DISTANCE OF 41.12 FEET TO THE **TRUE POINT OF BEGINNING**;

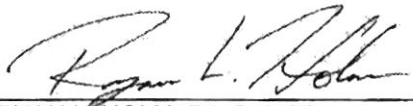
EXHIBIT "A"
LEGAL DESCRIPTION
0528-004A
SLOPE EASEMENT

CONTAINING 9,252 SQUARE FEET OR 0.212 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 1.000010873 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:



RYAN L. HOLM, P.L.S. 9472

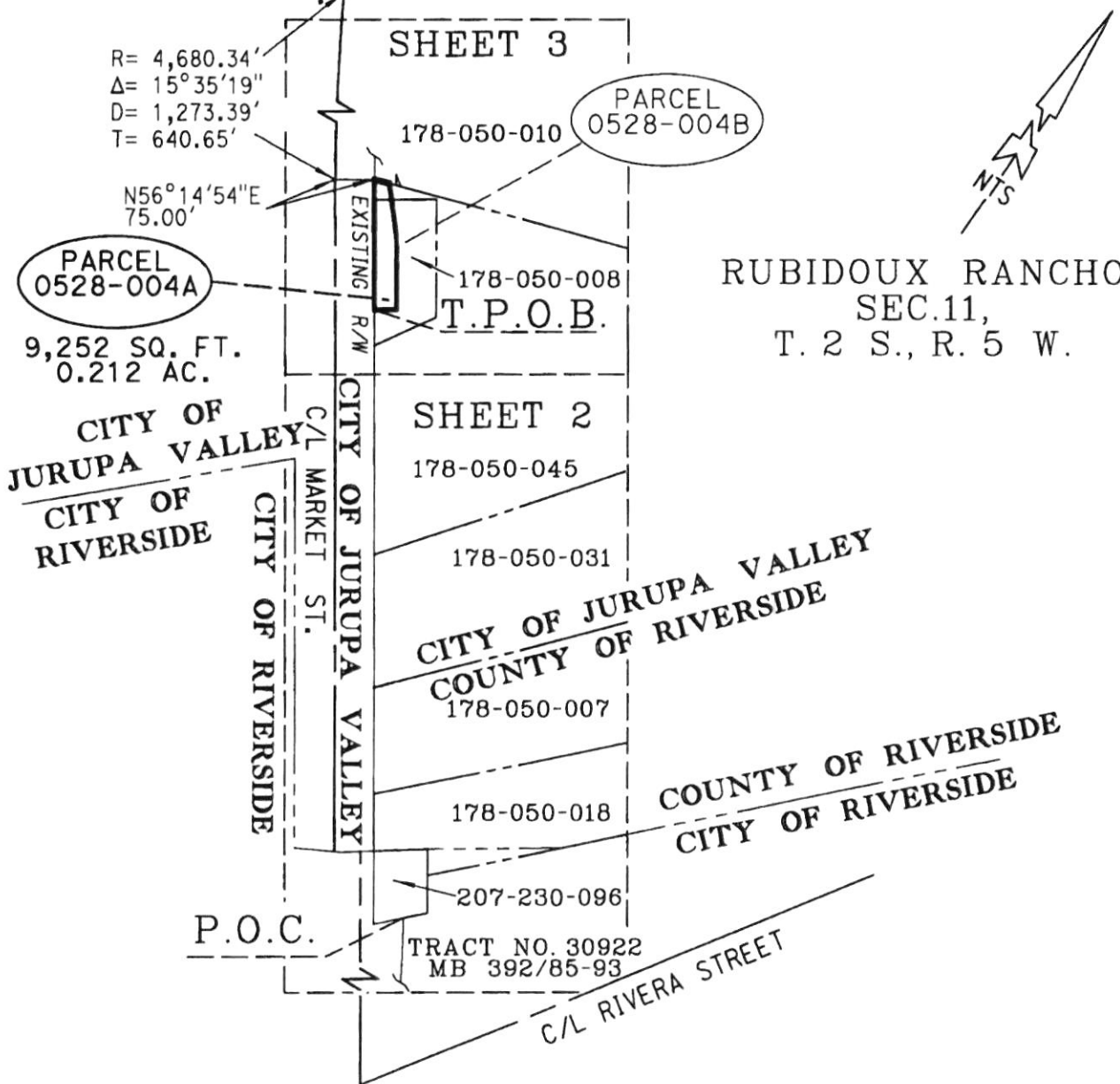
1-26-2022

DATED:



EXHIBIT "B"

0528-004A
SLOPE EASEMENT
INDEX SHEET



R= 4,680.34'
Δ= 15°35'19"
D= 1,273.39'
T= 640.65'

N56°14'54"E
75.00'
PARCEL 0528-004A
9,252 SQ. FT.
0.212 AC.

RUBIDOUX RANCHO
SEC. 11,
T. 2 S., R. 5 W.

CITY OF JURUPA VALLEY
CITY OF RIVERSIDE

SHEET 2
178-050-045

CITY OF JURUPA VALLEY
COUNTY OF RIVERSIDE

COUNTY OF RIVERSIDE
CITY OF RIVERSIDE

P.O.C.
TRACT NO. 30922
MB 392/85-93
C/L RIVERA STREET

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

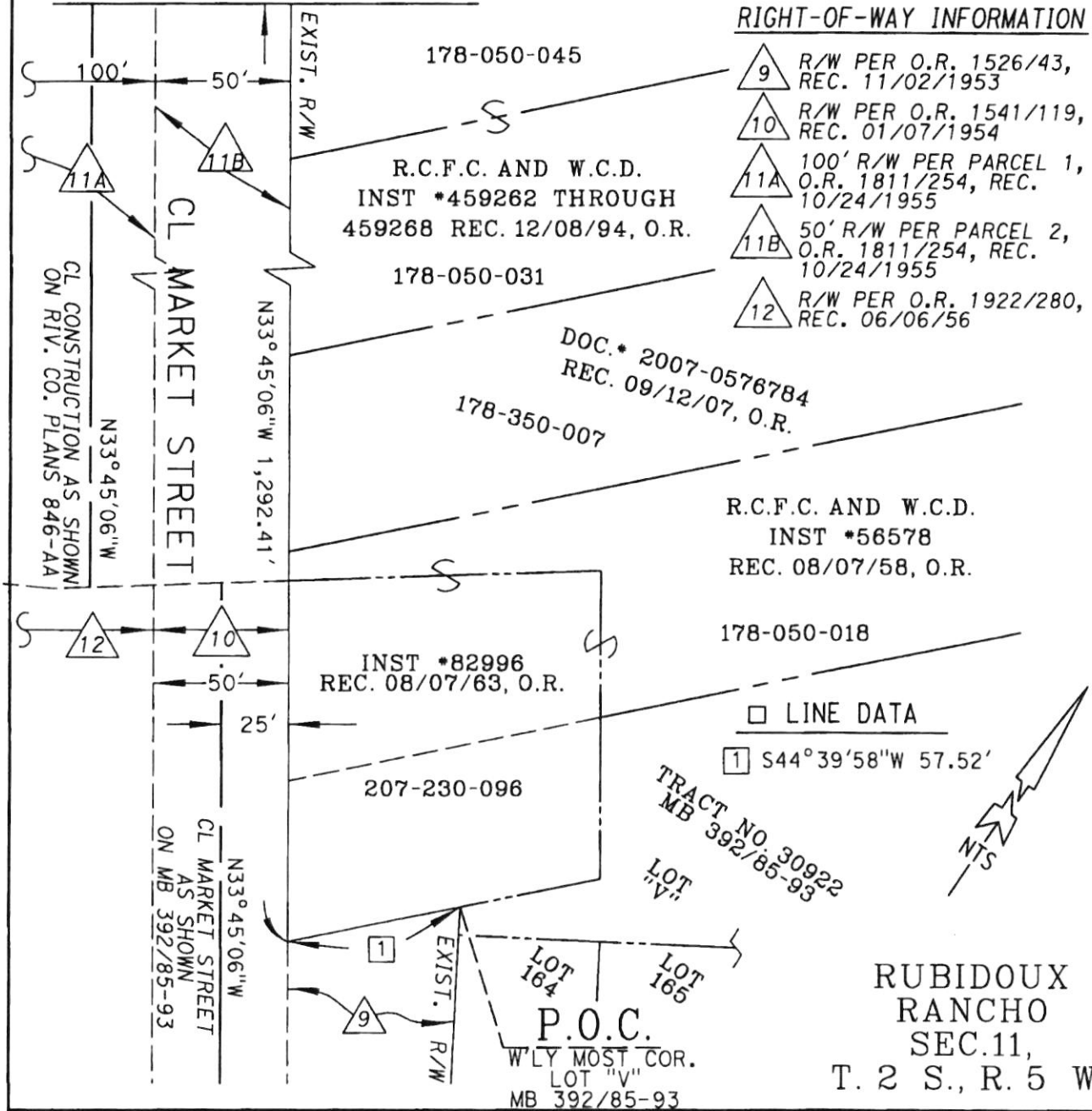
| | |
|---------------------|--|
| PCL No.: 0528-004A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WO No.: CO-0528 | PROJECT: MARKET STREET BRIDGE |
| SCALE: NTS | THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION. |
| PREPARED BY: J.A.L. | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-26-2022 |
| DATE: JANUARY, 2022 | |
| SHEET 1 OF 3 | |



EXHIBIT "B"

0528-004A
SLOPE EASEMENT

SEE SHEET 3 OF 3



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

| | |
|---------------------|--|
| PCL No.: 0528-004A | COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION |
| WD No.: CO-0528 | PROJECT: MARKET STREET BRIDGE |
| 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: J.A.L. | APPROVED BY: <i>Ryan L. Holm</i> DATE: 1-26-2022 |
| DATE: JANUARY, 2022 | |
| SHEET 2 OF 3 | |

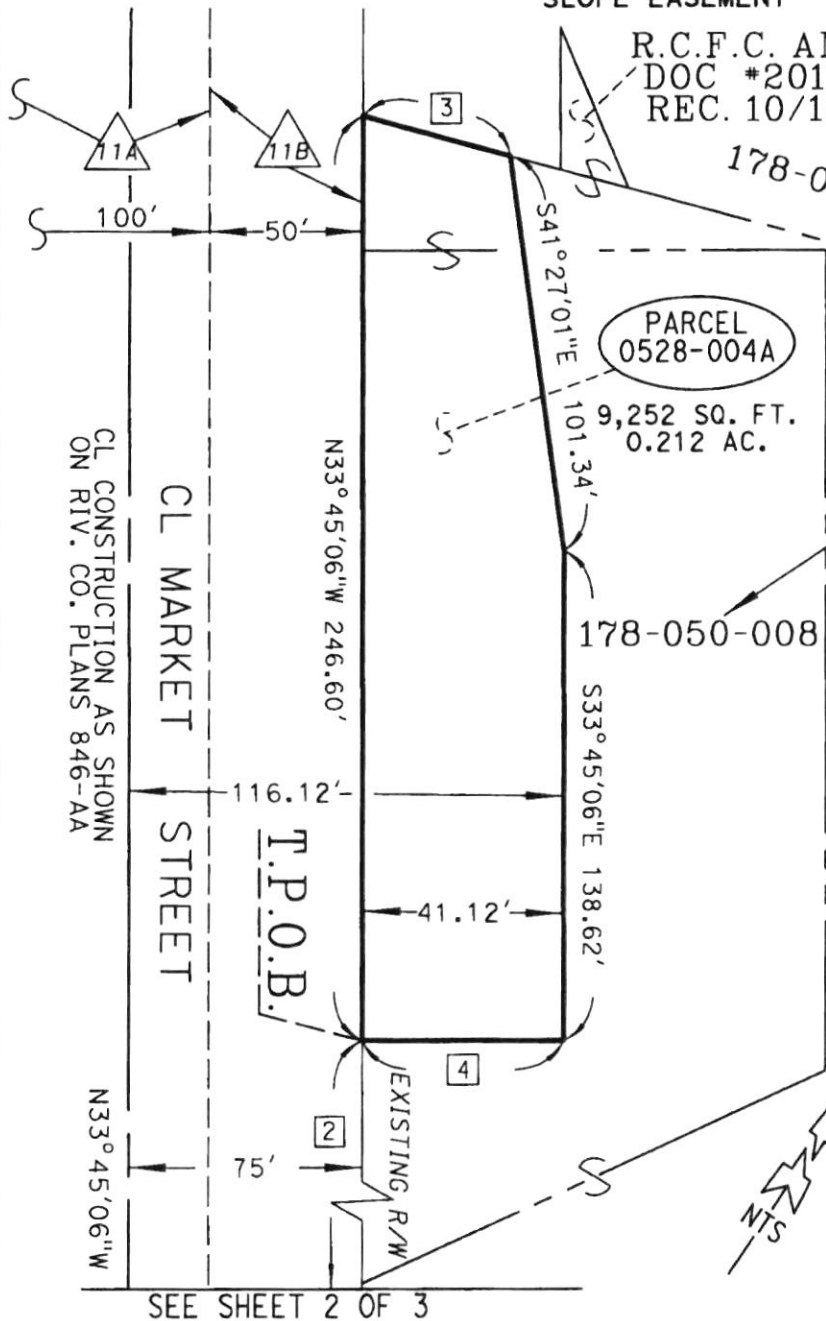


EXHIBIT "B"

0528-004A
SLOPE EASEMENT

R.C.F.C. AND W.C.D.
DOC #2011-448227
REC. 10/12/11, O.R.

FOR RIGHT-OF-WAY
INFORMATION SEE
SHEET 2 OF 3



R.C.F.C. AND W.C.D,
INST #56577
REC. 08/07/58, O.R.

□ LINE DATA

- ② N33°45'06"W 1,292.41'
- ③ N71°35'31"E 28.56'
- ④ S56°14'54"W 41.12'

R.C.F.C. AND W.C.D.
INST #459262
THROUGH 459268
REC. 12/08/94, O.R.

178-050-045

MAP OF THE
ALAMO TRACT
MB 9/5, LOT 1

RUBIDOUX RANCHO
SEC.11,
T. 2 S., R. 5 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000010873

PCL No.: 0528-004A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: CO-0528

PROJECT: MARKET STREET BRIDGE

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: J.A.L.

DATE: JANUARY, 2022

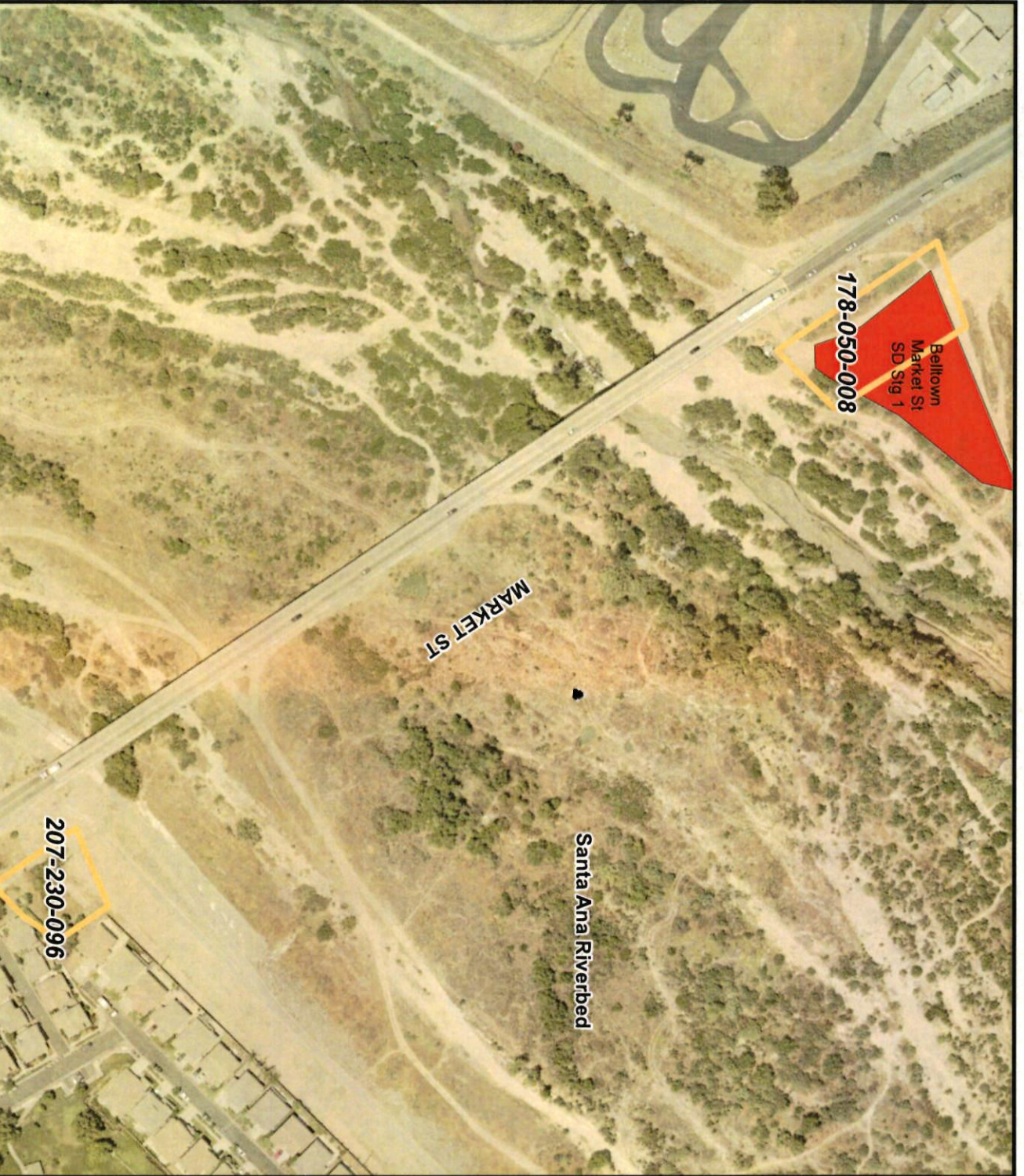
APPROVED BY: *Ryan L. Holm* DATE: 1-26-2022

SHEET 3 OF 3

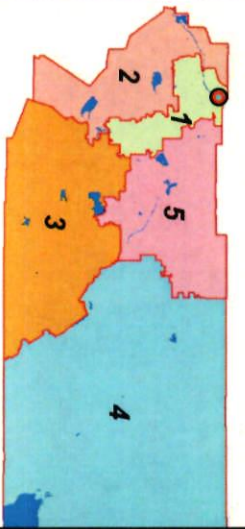




BOS_lima_Esrml Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 Authorization to Convey an Easement Interest in Real Property over a Portion of
 Assessor's Parcel Numbers: 178-050-008 & 207-230-096
 to Transportation and Land Management Agency-County of Riverside



- Legend**
- Assessor Parcel
 - RCFC Area Facilities
 - Supervisorial District

Description
 Subject Properties APNs
 178-050-008 & 207-230-096



Vicinity Map