

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



ITEM: 11.2
(ID # 24149)

MEETING DATE:
Tuesday, March 05, 2024

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-13, Authorization to Convey Easement and Fee Simple Interests of District-Owned Real Property Within a Portion of Assessor's Parcel Numbers 178-290-007, 178-290-011 and 207-090-013, Referenced as RCFC Parcel Numbers 1010-20, 1010-HQ and 1010-31, to the County of Riverside on behalf of its Transportation Department by Easement Deeds and Grant Deed, Santa Ana River – Market Street Bridge, Project No. 1-0-00010, CEQA Exempt per State CEQA Guidelines Section 15305 and 15061(b)(3). Districts 1 and 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the conveyance of the easement and fee simple interests as described in Resolution No. F2024-13 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305, "Minor Alterations in Land Use Limitations" exemption, and Section 15061(b)(3), the "Common Sense Exemption" of the State CEQA Guidelines;

Continued on Page 2

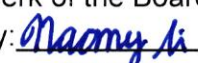
ACTION:Policy


Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 2/22/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 5, 2024
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. F2024-13, Authorization to Convey Easement and Fee Simple Interests in Real Property within a Portion of Assessor's Parcel Numbers (APN) 178-290-007, 178-290-011 and 207-090-013, Referenced as RCFC Parcel Numbers 1010-20, 1010-HQ and 1010-31 ("District ROW"), to the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("County") by Easement Deeds and Grant Deed, Santa Ana River – Market Street Bridge, Project No. 1-0-00010;
3. Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Right of Way Acquisition Agreement ("Agreement") on behalf of the District;
4. Authorize the Chair of the District's Board to execute the Easement Deeds and Grant Deed in favor of County; and
5. 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

The District is the owner of APNs 178-290-007, 178-290-011 and 207-090-013 ("Property").

On January 23, 2024, the District's Board adopted Resolution 2024-02, declaring the Property exempt surplus land and giving notice of intention to convey permanent easements and fee simple interest in real property to the County.

On or about February 2, 2024, the California Department of Housing and Community Development (HCD) notified the District that the fee portion of APN 178-290-007, qualified as exempt surplus land under the Surplus Land Act since it is surplus land that a local agency is transferring to another local agency for that agency's use.

The District has agreed to grant easement interests from portions of APNs 178-290-011 and 207-090-013, referenced as RCFC Parcel Numbers 1010-20 and 1010-HQ, to the County for road purposes and to facilitate the construction purposes of their Market Street Bridge Replacement Project ("Project").

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

The District has agreed to grant in fee a portion of APN 178-290-007, referenced as RCFC Parcel Number 1010-31, to the County for road purposes, which is necessary for the Project. The District and County concur that it would be in both parties' best interest to transfer the District ROW to the County. The County has agreed to purchase both the easement interests and fee simple portion of the Property for \$50,720 (Fifty Thousand Seven Hundred Twenty Dollars).

Pursuant to the California Water Code Appendix, Chapter 48, Section 9, the District's 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 the District.

Pursuant to the California Water Code Appendix, Chapter 48, Section 9, the District's 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 the District.

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. Therefore, District staff is recommending the adoption of Resolution No. F2024-13 to authorize the conveyance of easement interests and fee simple interest to the County.

Environmental Findings

Pursuant to the CEQA Statutes and Guidelines Section 15305, 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 an easement interest 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." The District's conveyance of easement interests would not authorize any other activity that would have potential to result in 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 and fee simple interest to the County may have a significant effect on the environment, Section 15061(b)(3) of the State CEQA Guidelines also applies.

Resolution No. F2024-13, the Agreement, Easement Deeds, and Grant Deed have been approved as to form by County Counsel.

Impact on Residents and Businesses

None.

Financial Information

All costs shall be borne by the County.

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

ATTACHMENTS:

1. Resolution No. F2024-13
2. Right of Way Acquisition Agreement
3. Easement Deeds
4. Grant Deed
5. Vicinity Map

YW:amh:rlp
P8/254659



Jason Farin, Principal Management Analyst 2/29/2024



Ryan Yabko 2/28/2024



Aaron Gettis, Chief Deputy County Counsel 2/29/2024

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2024-13

AUTHORIZATION TO CONVEY EASEMENT AND FEE SIMPLE INTERESTS OF DISTRICT-OWNED REAL PROPERTY WITHIN A PORTION OF ASSESSOR'S PARCEL NUMBERS 178-290-007, 178-290-011 AND 207-090-013, REFERENCED AS RCFC PARCEL NUMBERS 1010-20, 1010-HQ AND 1010-31, TO THE COUNTY OF RIVERSIDE ON BEHALF OF ITS TRANSPORTATION DEPARTMENT BY EASEMENT DEEDS AND GRANT DEED, SANTA ANA RIVER – MARKET STREET BRIDGE, PROJECT NO. 1-0-00010

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), is the owner of Assessor's Parcel Numbers ("APN") 178-290-007, 178-290-011 and 207-090-013 ("Property"); and

WHEREAS, on January 23, 2024, the District's Board of Supervisors ("Board") adopted Resolution No. F2024-02, declaring the Property exempt surplus land and giving notice of intention to convey permanent easements and fee simple interest in real property located in the city of Riverside identified as APNs 178-290-007, 178-290-011 and 207-090-013, referenced as RCFC Parcel Numbers 1010-20, 1010-HQ and 1010-31 ("District ROW"), to the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("County"); and

WHEREAS, the District subsequently sent Resolution No. F2024-02 to the California Department of Housing and Community Development ("HCD") as required by the Surplus Land Act Guidelines and on February 2, 2024, HCD notified the District that its declaration of exempt complied with the Surplus Land Act, and

WHEREAS, the District has agreed to grant easement interests from portions of APNs 178-290-011 and 207-090-013, referenced as RCFC Parcel Numbers 1010-20 and 1010-HQ, to the County for road purposes and to facilitate the construction purposes of their Market Street Bridge Replacement Project ("Project"), hereinafter described in Exhibits "A" and "B", attached hereto and incorporated herein; and

FORM APPROVED COUNTY COUNSEL
BY  RYAN D. YABKO
DATE 2/27/24

1 **WHEREAS**, the District has agreed to grant in fee a portion of APN 178-290-007,
2 referenced as RCFC Parcel Number 1010-31, to the County for road purposes, which is necessary
3 for the Project, hereinafter described in Exhibits "A" and "B", attached hereto and incorporated
4 herein; and

5 **WHEREAS**, the District and County concur that it would be in both parties best interest
6 to transfer the District ROW to the County; and

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

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

14 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") Statutes and
15 Guidelines Section 15305, the "Minor Alterations in Land Use Limitations" exemption allows for
16 minor alterations in land use limitations in areas which do not result in any changes in land use or
17 density, including, but not limited to, issuance of minor encroachment permits. Additionally, the
18 conveyance of easement interests is also exempt from CEQA pursuant to Section 15061(b)(3), the
19 "Common Sense" exemption, which provides, "The activity is covered by the common-sense
20 exemption that CEQA applies only to projects which have the potential for causing a significant
21 effect on the environment." Accordingly, because it can be seen with certainty that there is no
22 possibility that the authorization to convey easement interests and fee simple interest to the County
23 may have a significant effect on the environment, Section 15061(b)(3) of the CEQA Statute and
24 Guidelines also applies.

25 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
26 District's Board in regular session assembled on or after March 5, 2024, at 9:30 a.m. or soon
27 thereafter, in the meeting room of the District's Board located on the 1st Floor of the County
28

1 Administrative Center, 4080 Lemon Street, Riverside, California, that the District's Board has
2 evaluated and determined that the proposed Project is categorically exempt from CEQA pursuant
3 to CEQA Guidelines Section 15305, "Minor Alterations in Land Use Limitations", CEQA
4 Guidelines Section 15301, Class 1, Existing Facilities Exemption, and Section 15061(b)(3), the
5 General Rule or "Common Sense" Exemption, and the conveyance of the easement interests and
6 fee simple interest to the County will not interfere with the use of the Property for the District's
7 intended purposes.

8 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's
9 Board authorizes the conveyance of easement interests and fee simple interest to the County, as
10 described in Exhibits "A" and "B", attached hereto and incorporated herein, and approves the Right
11 of Way Acquisition Agreement.

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

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

18
19
20 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

21 Nays: None

22 Absent: None
23

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

26 KIMBERLY A. RECTOR, Clerk of said Board

27 By: Naomy Li
28 Deputy

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTORS DEED RECORDED AUGUST 04, 1960 AS DOCUMENT NUMBER 68881 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE-POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (75 FOOT SOUTHWESTERLY HALF-WIDTH) BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS COURSE "13" (N 56°14'58" E, 23.01') AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 136 AT PAGES 22 THROUGH 27, INCLUSIVE, SAID POINT ALSO BEING THE WESTERLY-MOST CORNER OF A 50.00 FOOT-WIDE STRIP OF LAND RELINQUISHED TO THE CITY OF RIVERSIDE PER DOCUMENT RECORDED MAY 1, 1963 IN BOOK 3383, PAGE 326, ALL OF SAID OFFICIAL RECORDS;

THENCE SOUTH 33°45'06" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET A DISTANCE OF 70.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 33°45'06" EAST ALONG SAID RIGHT OF WAY LINE OF MARKET STREET, A DISTANCE OF 89.54 FEET,

THENCE NORTH 45°10'51" WEST, A DISTANCE OF 20.19 FEET TO A LINE PARALLEL WITH AND DISTANT 4.00 FEET SOUTHWESTERLY OF AS MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF MARKET STREET;

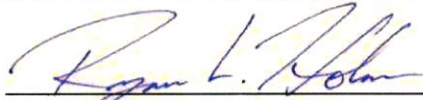
THENCE NORTH 33°45'06" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 55.99 FEET;

THENCE NORTH 17°32'40" WEST, A DISTANCE OF 14.33 FEET; TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 291 SQUARE FEET OR 0.007 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.



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

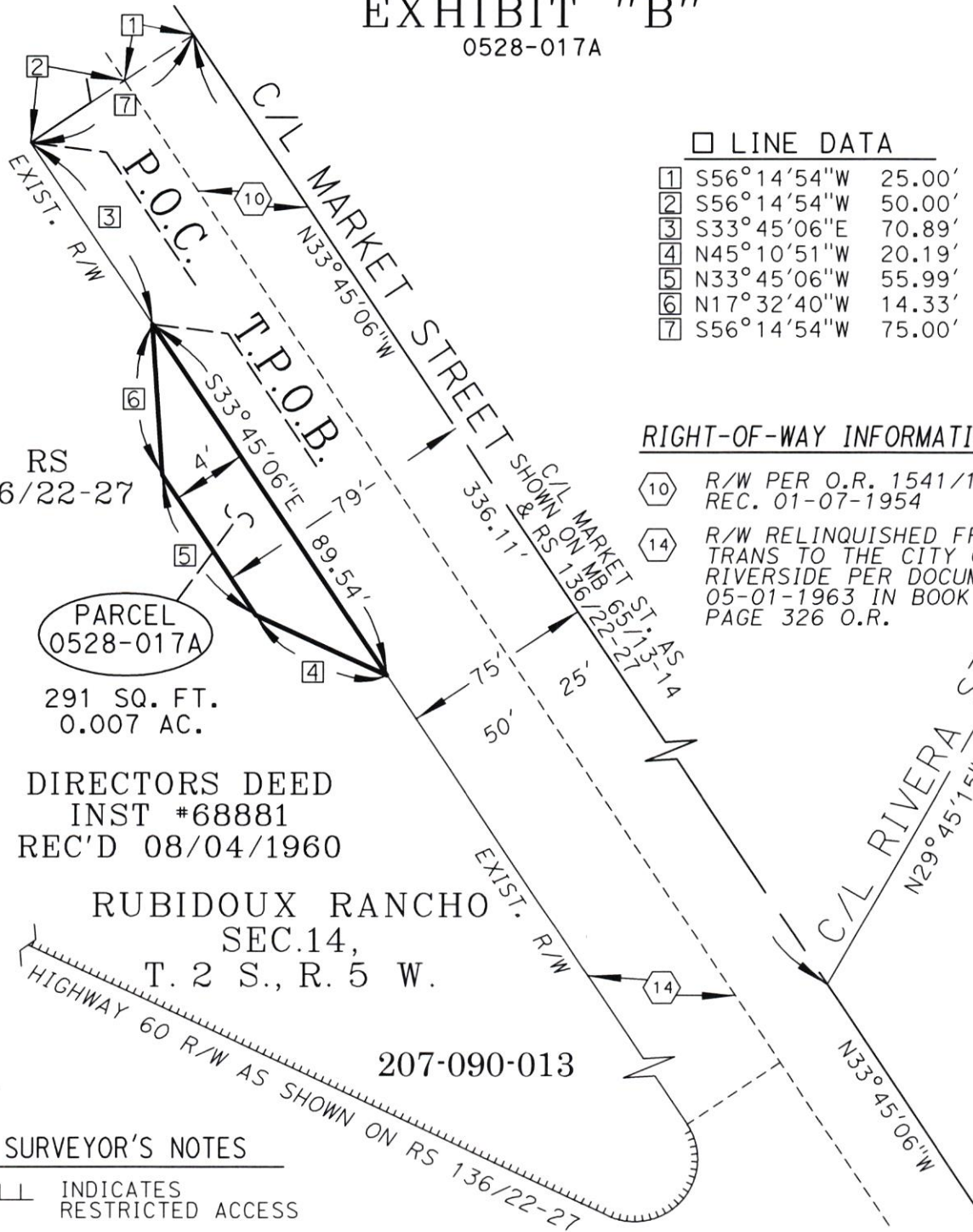
1-26-2022

DATED:



EXHIBIT "B"

0528-017A



□ LINE DATA

1	S56°14'54"W	25.00'
2	S56°14'54"W	50.00'
3	S33°45'06"E	70.89'
4	N45°10'51"W	20.19'
5	N33°45'06"W	55.99'
6	N17°32'40"W	14.33'
7	S56°14'54"W	75.00'

RIGHT-OF-WAY INFORMATION

- 10 R/W PER O.R. 1541/119, REC. 01-07-1954
- 14 R/W RELINQUISHED FROM CAL TRANS TO THE CITY OF RIVERSIDE PER DOCUMENT REC. 05-01-1963 IN BOOK 3383, PAGE 326 O.R.

RS
136/22-27

PARCEL
0528-017A

291 SQ. FT.
0.007 AC.

DIRECTORS DEED
INST #68881
REC'D 08/04/1960

RUBIDOUX RANCHO
SEC.14,
T. 2 S., R. 5 W.

207-090-013

SURVEYOR'S NOTES

||| INDICATES
RESTRICTED ACCESS

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.: 0528-017A

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:

DATE: 1-26-2022

SHEET 1 OF 1



EXHIBIT "A"
LEGAL DESCRIPTION
0528-017B

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTORS DEED RECORDED AUGUST 04, 1960 AS DOCUMENT NUMBER 68881 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MARKET STREET AND RIVERA STREET AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 136 AT PAGES 22 THROUGH 27, INCLUSIVE, SAID OFFICIAL RECORDS;

THENCE NORTH 33°45'06" WEST ALONG SAID CENTERLINE OF MARKET STREET, A DISTANCE OF 336.11 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF A 50.00 FOOT-WIDE STRIP OF LAND RELINQUISHED TO THE CITY OF RIVERSIDE PER DOCUMENT RECORDED MAY 1, 1963 IN BOOK 3383, PAGE 326, SAID OFFICIAL RECORDS;

THENCE SOUTH 56°14'54" WEST ALONG SAID NORTHEASTERLY PROLONGATION AND SAID NORTHWESTERLY LINE A DISTANCE OF 57.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2,379.50 FEET, AND AN INITIAL RADIAL BEARING OF NORTH 62°04'59" EAST; ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 05°49'59" AN ARC DISTANCE OF 242.25 FEET;

THENCE NORTH 33°45'01" WEST, A DISTANCE OF 51.85 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET AS DESCRIBED IN QUITCLAIM DEED TO THE CITY OF RIVERSIDE RECORDED JUNE 6, 1956 IN BOOK 1922, PAGE 280 OF SAID OFFICIAL RECORDS;

THENCE SOUTH 39°44'06" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET PER SAID QUITCLAIM DEED A DISTANCE OF 121.69 FEET TO THE NORTHERLY-MOST CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 12, 2007 AS DOCUMENT NUMBER 2007-0633485 SAID OFFICIAL RECORDS;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET PER SAID DOCUMENT NUMBER 2007-0633485:

1. SOUTH 28°26'05" EAST, A DISTANCE OF 129.53 FEET;
2. SOUTH 33°54'03" EAST, A DISTANCE OF 25.62 FEET;
3. SOUTH 09°45'16" EAST, A DISTANCE OF 19.78 FEET TO THE NORTHWESTERLY LINE OF SAID 50.00 FOOT-WIDE STRIP;

THENCE SOUTH 56°14'54" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 5.03 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,582 SQUARE FEET OR 0.059 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017B

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.

Timothy F. Rayburn

TIMOTHY F. RAYBURN, P.L.S. 8455

7/27/2023

DATED:



EXHIBIT "B"

0528-017B

RIGHT-OF-WAY INFORMATION

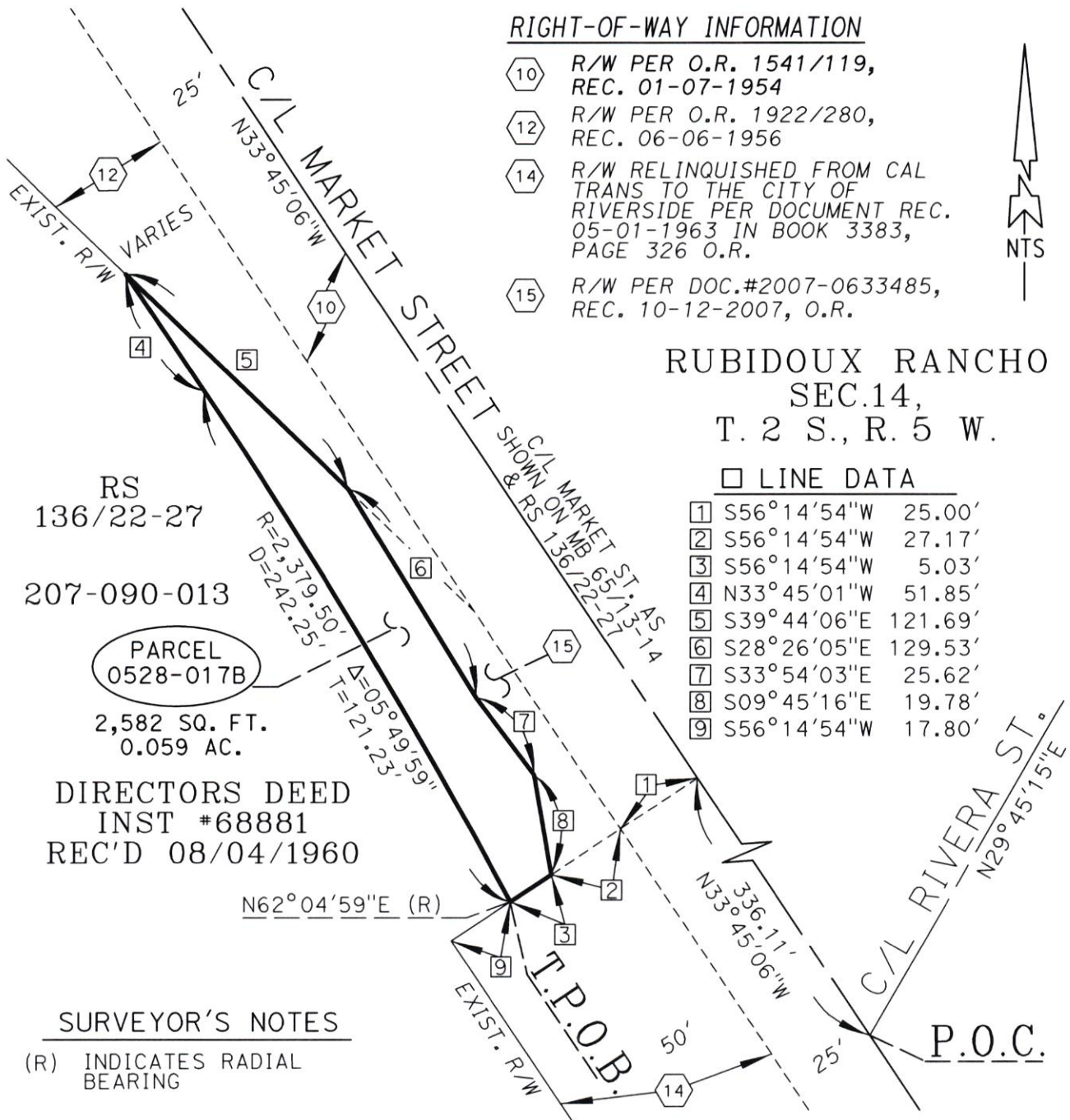
- ⑩ R/W PER O.R. 1541/119, REC. 01-07-1954
- ⑫ R/W PER O.R. 1922/280, REC. 06-06-1956
- ⑭ R/W RELINQUISHED FROM CAL TRANS TO THE CITY OF RIVERSIDE PER DOCUMENT REC. 05-01-1963 IN BOOK 3383, PAGE 326 O.R.
- ⑮ R/W PER DOC.#2007-0633485, REC. 10-12-2007, O.R.



RUBIDOUX RANCHO
SEC.14,
T. 2 S., R. 5 W.

□ LINE DATA

①	S56°14'54"W	25.00'
②	S56°14'54"W	27.17'
③	S56°14'54"W	5.03'
④	N33°45'01"W	51.85'
⑤	S39°44'06"E	121.69'
⑥	S28°26'05"E	129.53'
⑦	S33°54'03"E	25.62'
⑧	S09°45'16"E	19.78'
⑨	S56°14'54"W	17.80'



RS
136/22-27

207-090-013

PARCEL
0528-017B

2,582 SQ. FT.
0.059 AC.

DIRECTORS DEED
INST #68881
REC'D 08/04/1960

SURVEYOR'S NOTES

(R) INDICATES RADIAL BEARING

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.: 0528-017B

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: JULY, 2023

APPROVED BY:

Timothy F. Rayburn

DATE: 7/27/2023

SHEET 1 OF 1



EXHIBIT "A"
LEGAL DESCRIPTION
0528-017G

THAT PORTION OF "PARCEL 31" AS SHOWN BY A RECORD OF SURVEY ON FILE IN BOOK 26 OF RECORDS OF SURVEY, AT PAGES 88 THROUGH 92, INCLUSIVE, FURTHER DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED JULY 15, 1958 AS INSTRUMENT NUMBER 50322, ON FILE IN OFFICIAL RECORD BOOK 2301, AT PAGES 286 THROUGH 288, INCLUSIVE, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY-MOST CORNER OF SAID "PARCEL 31", BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET [FORMERLY CRESTMORE ROAD] (VARIABLE WIDTH) AS SHOWN BY RIVERSIDE COUNTY PLAN 846-AA, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE SOUTH 56°14'54" WEST ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 31", A DISTANCE OF 20.00 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 33°45'06" EAST CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 111.04 FEET TO AN ANGLE POINT IN SAID "PARCEL 31";

THENCE NORTH 23°32'29" WEST, A DISTANCE OF 112.82 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,110 SQUARE FEET, OR 0.025 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:


TIMOTHY F. RAYBURN, P.L.S. 8455

8/23/2023

DATED:



EXHIBIT "B"

0528-017G

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



△ RIGHT OF WAY INFO

① O.R. BOOK 1811,
PAGES 254-256,
REC. 10/24/1955

○ CURVE DATA

① R= 4,680.34'
Δ= 15° 59' 17"
D= 1,306.02'
T= 657.28'

□ LINE DATA

- ② S33° 45' 06" E 5.51'
- ③ S56° 14' 54" W 75.00'
- ④ S56° 14' 54" W 20.00'
- ⑤ S33° 45' 06" E 111.04'
- ⑥ N23° 32' 29" W 112.82'

P.O.B. PCL. 0528-017G
N'LY-MOST CRNR PCL. 31

POINT "A"
ANGLE POINT IN
NW'LY LINE PCL. 31
& NE'LY LINE PCL. 4

PARCEL
0528-017G

1,110 SQ. FT.
0.025 AC.

RS 39/59-60
PARCEL 4

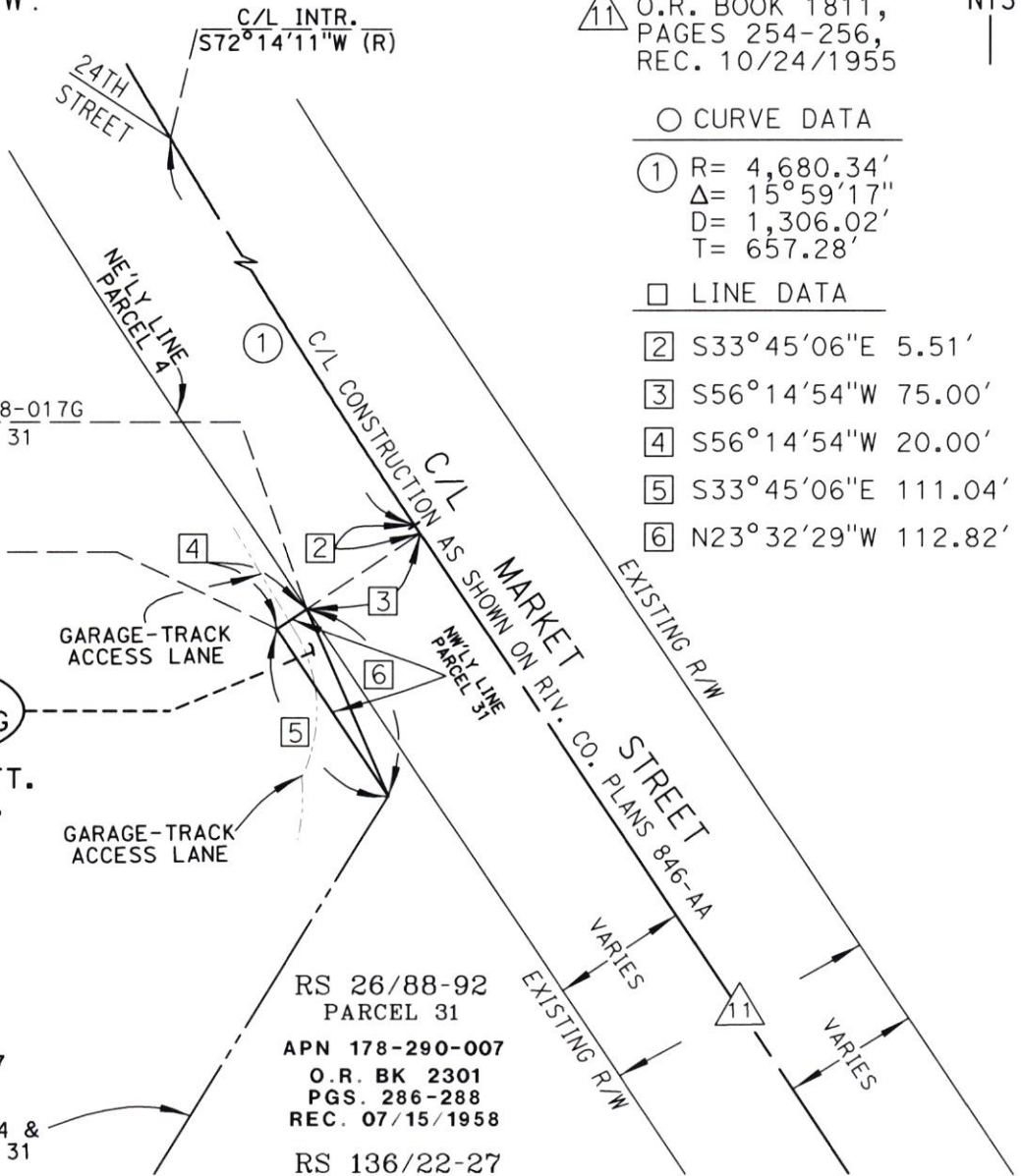
APN 178-290-001
INST. #2008-0485327
REC. 09/03/2008

SE'LY LINE PARCEL 4 &
NW'LY LINE PARCEL 31

RS 26/88-92
PARCEL 31

APN 178-290-007
O.R. BK 2301
PGS. 286-288
REC. 07/15/1958

RS 136/22-27



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.: 0528-017G

WO No.: CO-0528

SCALE: NTS

PREPARED BY: M. MANI

DATE: AUGUST, 2023

SHEET 1 OF 1

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:

Timothy F. Rayburn

DATE: 8/23/2023



Recorded at request of and return to:
County of Riverside Transportation
Department – Survey - Real Estate Division
4080 Lemon Street 8th Floor
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)

Market Street Bridge Project
Parcel No. 0528-017G
Portion of APN 178-290-007
RCFC Parcel No. 1010-31

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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

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

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

Date: 3/05/2024

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

ATTEST:
KIMBERLY A. RECTOR, Clerk

By Nanny Li
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY [Signature] 2/27/24
RYAN D. YABKO DATE

MAR 05 2024 11.2

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 March 05, 2024, before me, Naomy Sicra, Board Assistant, personally appeared Karen Spiegel, Chair of the Riverside County Flood Control and Water Conservation District's 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: Naomy Li
Deputy Clerk

(SEAL)

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

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017G

THAT PORTION OF "PARCEL 31" AS SHOWN BY A RECORD OF SURVEY ON FILE IN BOOK 26 OF RECORDS OF SURVEY, AT PAGES 88 THROUGH 92, INCLUSIVE, FURTHER DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED JULY 15, 1958 AS INSTRUMENT NUMBER 50322, ON FILE IN OFFICIAL RECORD BOOK 2301, AT PAGES 286 THROUGH 288, INCLUSIVE, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY-MOST CORNER OF SAID "PARCEL 31", BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET [FORMERLY CRESTMORE ROAD] (VARIABLE WIDTH) AS SHOWN BY RIVERSIDE COUNTY PLAN 846-AA, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE SOUTH 56°14'54" WEST ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 31", A DISTANCE OF 20.00 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 33°45'06" EAST CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 111.04 FEET TO AN ANGLE POINT IN SAID "PARCEL 31";

THENCE NORTH 23°32'29" WEST, A DISTANCE OF 112.82 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,110 SQUARE FEET, OR 0.025 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:


TIMOTHY F. RAYBURN, P.L.S. 8455

8/23/2023

DATED:



EXHIBIT "B"

0528-017G

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

△ RIGHT OF WAY INFO

11 O.R. BOOK 1811,
PAGES 254-256,
REC. 10/24/1955



○ CURVE DATA

① R= 4,680.34'
Δ= 15°59'17"
D= 1,306.02'
T= 657.28'

□ LINE DATA

- ② S33°45'06"E 5.51'
- ③ S56°14'54"W 75.00'
- ④ S56°14'54"W 20.00'
- ⑤ S33°45'06"E 111.04'
- ⑥ N23°32'29"W 112.82'

P.O.B. PCL. 0528-017G
N'LY-MOST CRNR PCL. 31

POINT "A"
ANGLE POINT IN
NW'LY LINE PCL. 31
& NE'LY LINE PCL. 4

PARCEL
0528-017G
1,110 SQ. FT.
0.025 AC.

RS 39/59-60
PARCEL 4

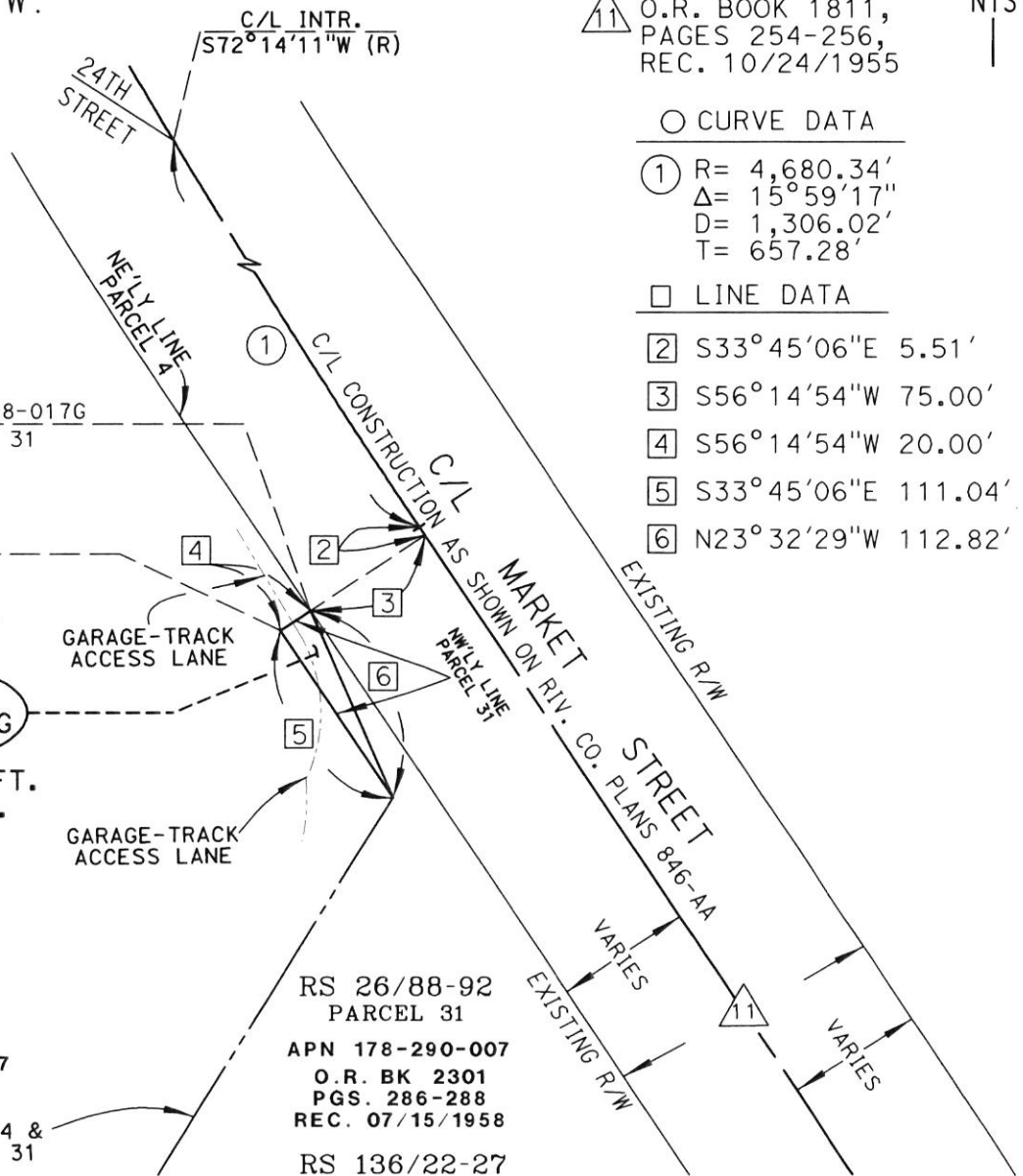
APN 178-290-001
INST. #2008-0485327
REC. 09/03/2008

SE'LY LINE PARCEL 4 &
NW'LY LINE PARCEL 31

RS 26/88-92
PARCEL 31

APN 178-290-007
O.R. BK 2301
PGS. 286-288
REC. 07/15/1958

RS 136/22-27



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.: 0528-017G

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: M. MANI

DATE: AUGUST, 2023

APPROVED BY:

Timothy F. Rayburn

DATE: 8/23/2023

SHEET 1 OF 1



Recorded at request of and return to:
County of Riverside Transportation Department -
Survey - Real Estate Division
4080 Lemon Street 8th Floor
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

Market Street Bridge Project
Parcel No. 0528-017B
Portion of APN 207-090-013
RCFC Parcel No. 1010-HQ

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantor")** a corporate, body and politic, grants to the **COUNTY OF RIVERSIDE ("Grantee")**, a political subdivision of the State of California, a permanent easement deed for road purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof ("Road Easement Area").

GRANTEE and its contractors, agents and employees shall have free access to the Road Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. Physical modifications within the Road Easement Area must be coordinated with GRANTOR through an encroachment permit. GRANTOR and GRANTOR'S successors may improve the easement area with landscaping including ground cover and shrubs - excluding any trees.

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

Date: 3/05/2024

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

ATTEST:
KIMBERLY A. RECTOR, Clerk
By Maomy Li
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY Ryan L. [Signature] 2/27/24
RYAN L. [Signature] DATE

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 March 05, 2024, before me, Naomi Sicra, Board Assistant, personally appeared Karen Spiegel, Chair of the Riverside County Flood Control and Water Conservation District's 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: Naomy Si
Deputy Clerk

(SEAL)

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

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

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** a corporate, body 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 public road, drainage and utility 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.

COUNTY OF RIVERSIDE

Date: _____

By: _____
PATRICIA ROMO
Interim Director
Transportation Department

Market Street Bridge Project
Parcel No. 0528-017B
Portion of APN 207-090-013
RCFC Parcel No. 1010-HQ

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017B

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTORS DEED RECORDED AUGUST 04, 1960 AS DOCUMENT NUMBER 68881 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MARKET STREET AND RIVERA STREET AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 136 AT PAGES 22 THROUGH 27, INCLUSIVE, SAID OFFICIAL RECORDS;

THENCE NORTH 33°45'06" WEST ALONG SAID CENTERLINE OF MARKET STREET, A DISTANCE OF 336.11 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF A 50.00 FOOT-WIDE STRIP OF LAND RELINQUISHED TO THE CITY OF RIVERSIDE PER DOCUMENT RECORDED MAY 1, 1963 IN BOOK 3383, PAGE 326, SAID OFFICIAL RECORDS;

THENCE SOUTH 56°14'54" WEST ALONG SAID NORTHEASTERLY PROLONGATION AND SAID NORTHWESTERLY LINE A DISTANCE OF 57.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2,379.50 FEET, AND AN INITIAL RADIAL BEARING OF NORTH 62°04'59" EAST; ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 05°49'59" AN ARC DISTANCE OF 242.25 FEET;

THENCE NORTH 33°45'01" WEST, A DISTANCE OF 51.85 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET AS DESCRIBED IN QUITCLAIM DEED TO THE CITY OF RIVERSIDE RECORDED JUNE 6, 1956 IN BOOK 1922, PAGE 280 OF SAID OFFICIAL RECORDS;

THENCE SOUTH 39°44'06" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET PER SAID QUITCLAIM DEED A DISTANCE OF 121.69 FEET TO THE NORTHERLY-MOST CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 12, 2007 AS DOCUMENT NUMBER 2007-0633485 SAID OFFICIAL RECORDS;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET PER SAID DOCUMENT NUMBER 2007-0633485:

1. SOUTH 28°26'05" EAST, A DISTANCE OF 129.53 FEET;
2. SOUTH 33°54'03" EAST, A DISTANCE OF 25.62 FEET;
3. SOUTH 09°45'16" EAST, A DISTANCE OF 19.78 FEET TO THE NORTHWESTERLY LINE OF SAID 50.00 FOOT-WIDE STRIP;

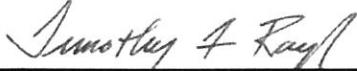
THENCE SOUTH 56°14'54" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 5.03 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,582 SQUARE FEET OR 0.059 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017B

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.



TIMOTHY F. RAYBURN, P.L.S. 8455

7/27/2023

DATED:



EXHIBIT "B"

0528-017B

RIGHT-OF-WAY INFORMATION

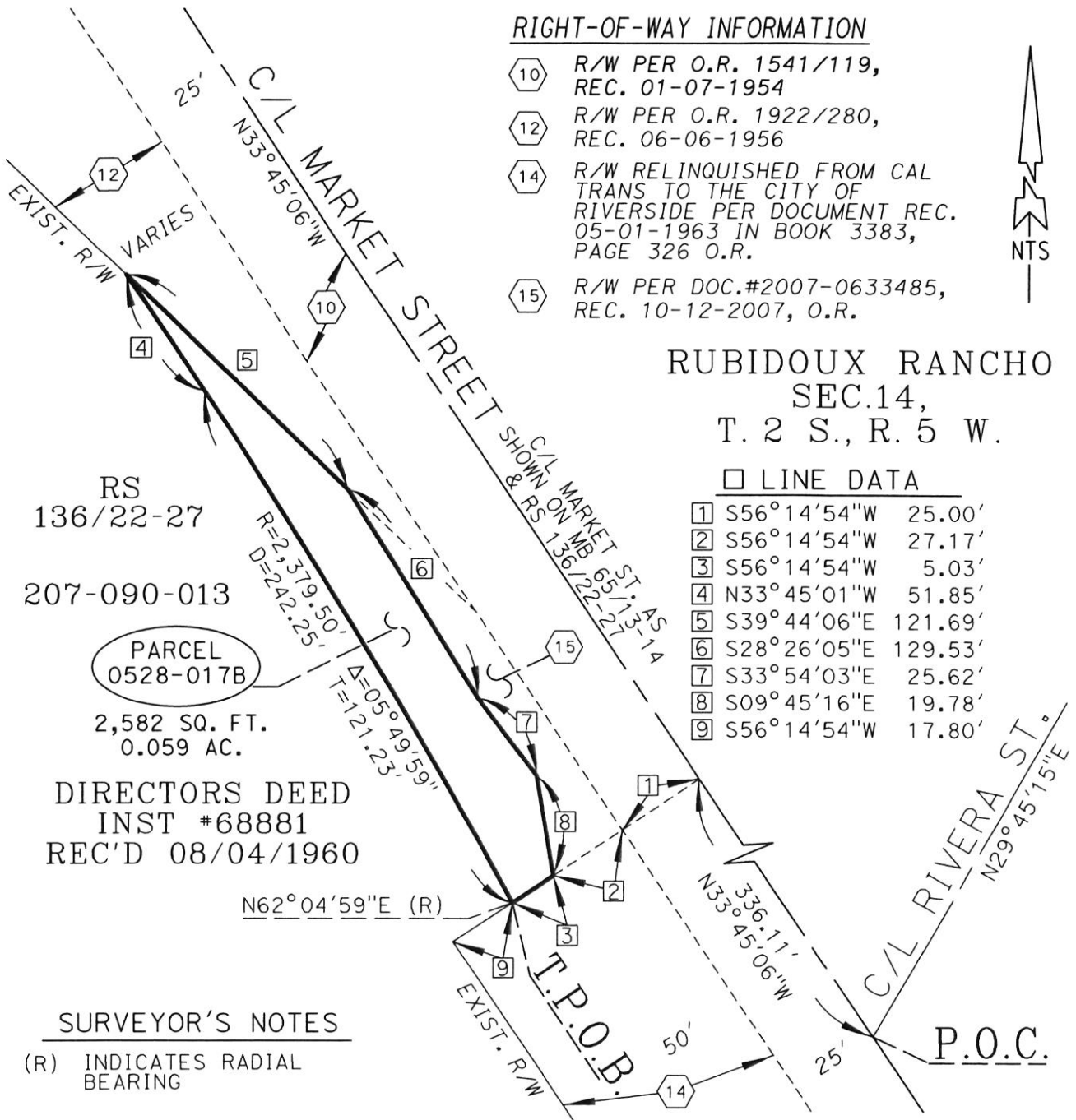
- 10 R/W PER O.R. 1541/119, REC. 01-07-1954
- 12 R/W PER O.R. 1922/280, REC. 06-06-1956
- 14 R/W RELINQUISHED FROM CAL TRANS TO THE CITY OF RIVERSIDE PER DOCUMENT REC. 05-01-1963 IN BOOK 3383, PAGE 326 O.R.
- 15 R/W PER DOC.#2007-0633485, REC. 10-12-2007, O.R.



RUBIDOUX RANCHO
SEC.14,
T.2 S., R.5 W.

□ LINE DATA

1	S56°14'54"W	25.00'
2	S56°14'54"W	27.17'
3	S56°14'54"W	5.03'
4	N33°45'01"W	51.85'
5	S39°44'06"E	121.69'
6	S28°26'05"E	129.53'
7	S33°54'03"E	25.62'
8	S09°45'16"E	19.78'
9	S56°14'54"W	17.80'



DIRECTORS DEED
INST #68881
REC'D 08/04/1960

SURVEYOR'S NOTES

(R) INDICATES RADIAL BEARING

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.: 0528-017B

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: JULY, 2023

APPROVED BY:

Timothy F. Rayburn

DATE: 7/27/2023

SHEET 1 OF 1



Recorded at request of and return to:
County of Riverside Transportation Department -
Survey - Real Estate Division
4080 Lemon Street 8th Floor
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)

Market Street Bridge Project
Parcel No. 0528-017A
Portion of APN 178-290-011
RCFC Parcel No. 1010-20

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantor")**, a body corporate and politic grant(s) to the **COUNTY OF RIVERSIDE ("Grantee")**, a political subdivision of the State of California, a permanent easement deed for road purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof ("Road Easement Area").

GRANTEE and its contractors, agents and employees shall have free access to the Road Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. Physical modifications within the Road Easement Area must be coordinated with GRANTOR through an encroachment permit. GRANTOR and GRANTOR'S successors may improve the easement area with landscaping including ground cover and shrubs - excluding any trees.

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

Date: 3/05/2024

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

ATTEST:
KIMBERLY A. RECTOR, Clerk

By Mary H
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY Ryan D. Yabko 2/27/24
DATE

MAR 05 2024 11.02

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 March 05, 2024, before me, Naomi Sicra, Board Assistant, personally appeared Karen Spiegel, Chair of the Riverside County Flood Control and Water Conservation District's 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: Naomy Li
Deputy Clerk

(SEAL)

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

Market Street Bridge Project
Parcel No. 0528-017A
Portion of APN 178-290-011
RCFC Parcel No. 1010-20

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

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** a corporate, body 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 public road, drainage and utility 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.

COUNTY OF RIVERSIDE

Date: _____

By: _____
PATRICIA ROMO
Interim Director
Transportation Department

Market Street Bridge Project
Parcel No. 0528-017A
Portion of APN 178-290-011
RCFC Parcel No. 1010-20

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTORS DEED RECORDED AUGUST 04, 1960 AS DOCUMENT NUMBER 68881 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE-POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (75 FOOT SOUTHWESTERLY HALF-WIDTH) BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS COURSE "13" (N 56°14'58" E, 23.01') AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 136 AT PAGES 22 THROUGH 27, INCLUSIVE, SAID POINT ALSO BEING THE WESTERLY-MOST CORNER OF A 50.00 FOOT-WIDE STRIP OF LAND RELINQUISHED TO THE CITY OF RIVERSIDE PER DOCUMENT RECORDED MAY 1, 1963 IN BOOK 3383, PAGE 326, ALL OF SAID OFFICIAL RECORDS;

THENCE SOUTH 33°45'06" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET A DISTANCE OF 70.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 33°45'06" EAST ALONG SAID RIGHT OF WAY LINE OF MARKET STREET, A DISTANCE OF 89.54 FEET,

THENCE NORTH 45°10'51" WEST, A DISTANCE OF 20.19 FEET TO A LINE PARALLEL WITH AND DISTANT 4.00 FEET SOUTHWESTERLY OF AS MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF MARKET STREET;

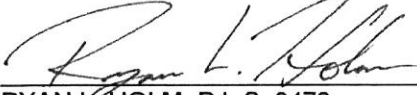
THENCE NORTH 33°45'06" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 55.99 FEET;

THENCE NORTH 17°32'40" WEST, A DISTANCE OF 14.33 FEET; TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 291 SQUARE FEET OR 0.007 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.



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

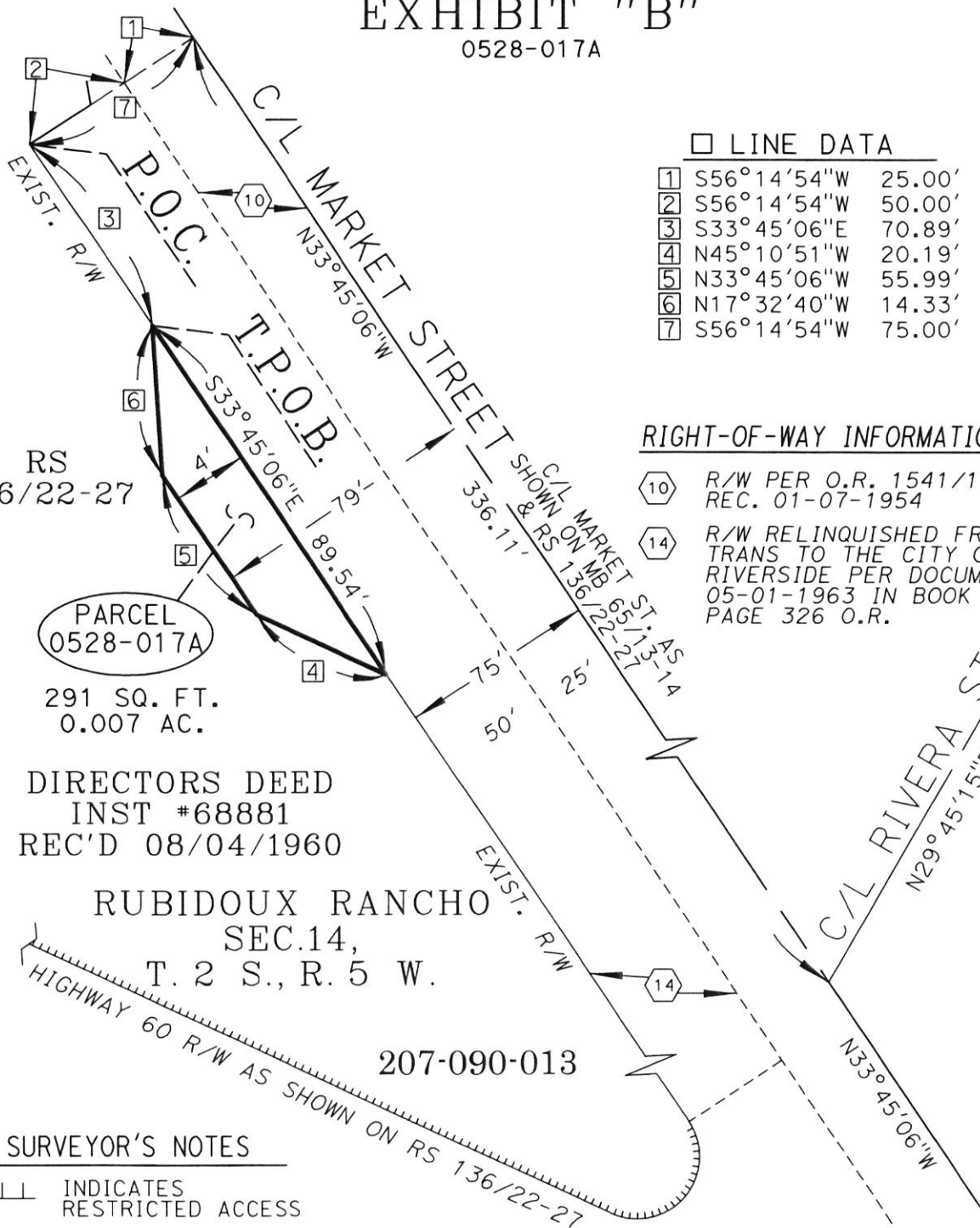
1-26-2022

DATED:



EXHIBIT "B"

0528-017A



□ LINE DATA

1	S56°14'54"W	25.00'
2	S56°14'54"W	50.00'
3	S33°45'06"E	70.89'
4	N45°10'51"W	20.19'
5	N33°45'06"W	55.99'
6	N17°32'40"W	14.33'
7	S56°14'54"W	75.00'

RIGHT-OF-WAY INFORMATION

- 10 R/W PER O.R. 1541/119, REC. 01-07-1954
- 14 R/W RELINQUISHED FROM CAL TRANS TO THE CITY OF RIVERSIDE PER DOCUMENT REC. 05-01-1963 IN BOOK 3383, PAGE 326 O.R.

RS
136/22-27

PARCEL
0528-017A

291 SQ. FT.
0.007 AC.

DIRECTORS DEED
INST #68881
REC'D 08/04/1960

RUBIDOUX RANCHO
SEC.14,
T. 2 S., R. 5 W.

207-090-013

SURVEYOR'S NOTES

||| INDICATES
RESTRICTED ACCESS

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.: 0528-017A

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.

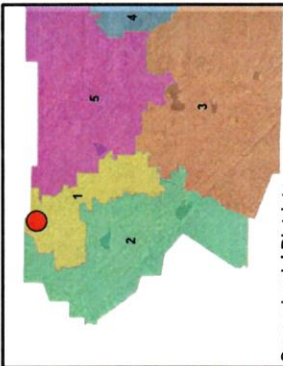
PREPARED BY: J.A.L.

DATE: JANUARY, 2022

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

SHEET 1 OF 1





Supervisorial Districts

Legend

- Easements
- Fee Simple

Description

Santa Ana River -
Market Street Bridge
1-0-00010
APNs 178-290-007,
178-290-011, & 207-090-013

Map Updated: November 9, 2023

Vicinity Map



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Conveyance of surplus property to County Transportation Department
APNs 178-290-007, 178-290-011 & 207-090-013



Project: Market Street Bridge Replacement Project
Parcel Nos. 0528-17A, 0528-017B and 0528-017G
RCFC Parcel Nos. 1010-20, 1010-HQ, and 1010-31
APNs 178-290-011, 207-090-013 and 178-290-007 (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") 178-290-011, 207-090-013 and 178-290-007 consisting of approximately 22.32 acres 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 a portion of Property (identified as Parcel Numbers 0528-17A, 0528-17B and 0528-017G) for the Market Street Bridge Replacement Project ("Project") easement and fee simple interests ""("ROW Property") for road purposes, as legally described on Exhibits "A" and depicted on Exhibits "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:

MAR 05 2024

11.2

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 the County and the County agrees to purchase from District all of the ROW Property described herein, under the terms and conditions set forth in this Agreement. The full consideration for the ROW Property consists of the purchase price amount for the real property interest to be acquired in the amount of Fifty Thousand Seven Hundred Twenty Dollars (\$50,720) ("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 the 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 the 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 Fifty Thousand Seven Hundred Twenty Dollars (\$50,720).

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"), Grant Deed for road purposes in favor of the County of Riverside identified as Parcel Number 0528-17G, and Easement Deeds for road purposes in favor of the County of Riverside identified as Parcel Numbers 0528-17A and 0528-17B 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) Districts 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 Districts 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 Districts 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, clean-up, 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 the Property or pertaining to the location, grade, or construction of the proposed public improvement.

4. This Agreement is made solely for the benefit of the 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 the Parties hereto.

6. This Agreement is the result of negotiations between the Parties and is intended by the 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 the 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 the 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 to execute this Agreement is contained in Ordinance No. 598.

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[Signatures on following page]

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

Dated: 3/05/2024

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: _____
PATRICIA ROMO, Interim Director
Transportation Department

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

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By Naomy J.
DEPUTY

By: Stephanie Nelson
STEPHANIE NELSON
Deputy County Counsel

By: Ryan Yabko
RYAN YABKO
Deputy County Counsel

Project: Market Street Bridge Replacement Project
Parcel Nos. 0528-17A, 0528-017B and 0528-017G
RCFC Parcel Nos. 1010-20, 1010-HQ, and 1010-31
APNs 178-290-011, 207-090-013 and 178-290-007 (portion)
01/04/24
YK:rlp

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

DISTRICT:

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

By: 
PATRICIA ROMO, Interim Director
Transportation Department

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

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: _____
STEPHANIE NELSON
Deputy County Counsel

By: _____
RYAN YABKO
Deputy County Counsel

Project: Market Street Bridge Replacement Project
Parcel Nos. 0528-17A, 0528-017B and 0528-017G
RCFC Parcel Nos. 1010-20, 1010-HQ, and 1010-31
APNs 178-290-011, 207-090-013 and 178-290-007 (portion)
01/04/24
YK:rlp

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

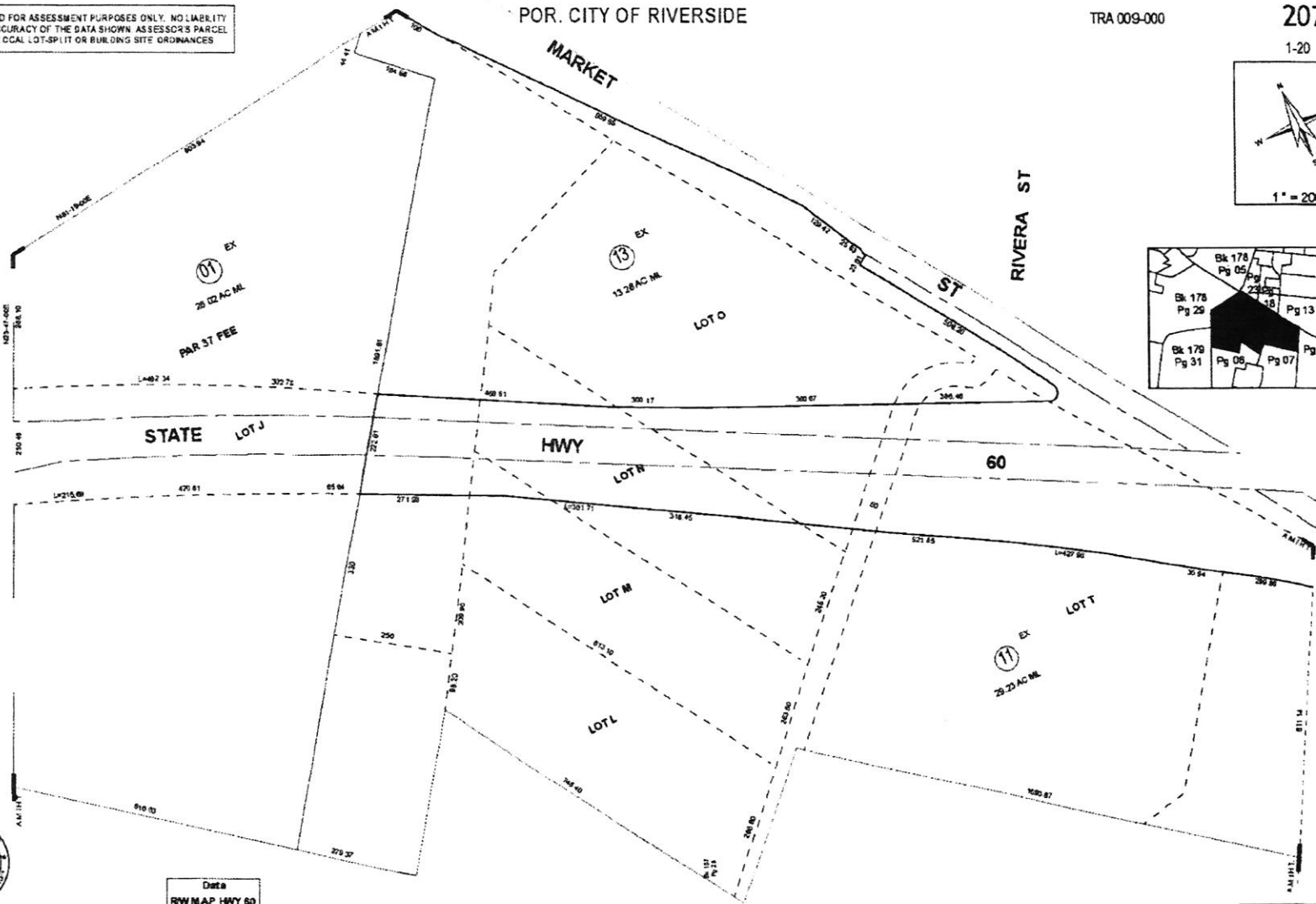
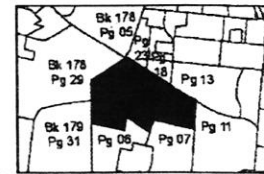
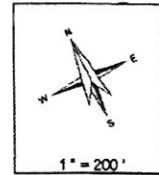
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES

POR. CITY OF RIVERSIDE

TRA 009-000

207-09

1-20



ASSESSOR'S MAP BK207 PG 09
Riverside County, Calif

S. Hemmati

Date
RW MAP HWY 60
RS 26/90-93

MB 10 / 3 AMENDED MAP INDIAN HILL TRACT

FEB 2008

Date	Drawn by	Revised by
01/19/07	2-10	11
04/22/08	2	12, 17
2/22/08	12	13, 17

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel Nos.

0528-17A, 0528-17B and 0528-17G

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTORS DEED RECORDED AUGUST 04, 1960 AS DOCUMENT NUMBER 68881 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE-POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (75 FOOT SOUTHWESTERLY HALF-WIDTH) BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS COURSE "13" (N 56°14'58" E, 23.01') AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 136 AT PAGES 22 THROUGH 27, INCLUSIVE, SAID POINT ALSO BEING THE WESTERLY-MOST CORNER OF A 50.00 FOOT-WIDE STRIP OF LAND RELINQUISHED TO THE CITY OF RIVERSIDE PER DOCUMENT RECORDED MAY 1, 1963 IN BOOK 3383, PAGE 326, ALL OF SAID OFFICIAL RECORDS;

THENCE SOUTH 33°45'06" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET A DISTANCE OF 70.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 33°45'06" EAST ALONG SAID RIGHT OF WAY LINE OF MARKET STREET, A DISTANCE OF 89.54 FEET,

THENCE NORTH 45°10'51" WEST, A DISTANCE OF 20.19 FEET TO A LINE PARALLEL WITH AND DISTANT 4.00 FEET SOUTHWESTERLY OF AS MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF MARKET STREET;

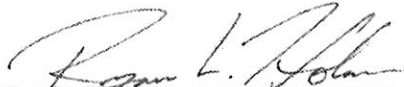
THENCE NORTH 33°45'06" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 55.99 FEET;

THENCE NORTH 17°32'40" WEST, A DISTANCE OF 14.33 FEET; TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 291 SQUARE FEET OR 0.007 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.



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

1-26-2022

DATED:



EXHIBIT "A"
LEGAL DESCRIPTION
0528-017B

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTORS DEED RECORDED AUGUST 04, 1960 AS DOCUMENT NUMBER 68881 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MARKET STREET AND RIVERA STREET AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 136 AT PAGES 22 THROUGH 27, INCLUSIVE, SAID OFFICIAL RECORDS;

THENCE NORTH 33°45'06" WEST ALONG SAID CENTERLINE OF MARKET STREET, A DISTANCE OF 336.11 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF A 50.00 FOOT-WIDE STRIP OF LAND RELINQUISHED TO THE CITY OF RIVERSIDE PER DOCUMENT RECORDED MAY 1, 1963 IN BOOK 3383, PAGE 326, SAID OFFICIAL RECORDS;

THENCE SOUTH 56°14'54" WEST ALONG SAID NORTHEASTERLY PROLONGATION AND SAID NORTHWESTERLY LINE A DISTANCE OF 57.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2,379.50 FEET, AND AN INITIAL RADIAL BEARING OF NORTH 62°04'59" EAST; ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 05°49'59" AN ARC DISTANCE OF 242.25 FEET;

THENCE NORTH 33°45'01" WEST, A DISTANCE OF 51.85 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET AS DESCRIBED IN QUITCLAIM DEED TO THE CITY OF RIVERSIDE RECORDED JUNE 6, 1956 IN BOOK 1922, PAGE 280 OF SAID OFFICIAL RECORDS;

THENCE SOUTH 39°44'06" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET PER SAID QUITCLAIM DEED A DISTANCE OF 121.69 FEET TO THE NORTHERLY-MOST CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 12, 2007 AS DOCUMENT NUMBER 2007-0633485 SAID OFFICIAL RECORDS;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET PER SAID DOCUMENT NUMBER 2007-0633485:

1. SOUTH 28°26'05" EAST, A DISTANCE OF 129.53 FEET;
2. SOUTH 33°54'03" EAST, A DISTANCE OF 25.62 FEET;
3. SOUTH 09°45'16" EAST, A DISTANCE OF 19.78 FEET TO THE NORTHWESTERLY LINE OF SAID 50.00 FOOT-WIDE STRIP;

THENCE SOUTH 56°14'54" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 5.03 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,582 SQUARE FEET OR 0.059 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0528-017B

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.


TIMOTHY F. RAYBURN, P.L.S. 8455

7/27/2023

DATED:



EXHIBIT "A"
LEGAL DESCRIPTION
0528-017G

THAT PORTION OF "PARCEL 31" AS SHOWN BY A RECORD OF SURVEY ON FILE IN BOOK 26 OF RECORDS OF SURVEY, AT PAGES 88 THROUGH 92, INCLUSIVE, FURTHER DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED JULY 15, 1958 AS INSTRUMENT NUMBER 50322, ON FILE IN OFFICIAL RECORD BOOK 2301, AT PAGES 286 THROUGH 288, INCLUSIVE, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE RUBIDOUX RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY-MOST CORNER OF SAID "PARCEL 31", BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET [FORMERLY CRESTMORE ROAD] (VARIABLE WIDTH) AS SHOWN BY RIVERSIDE COUNTY PLAN 846-AA, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE SOUTH 56°14'54" WEST ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 31", A DISTANCE OF 20.00 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 33°45'06" EAST CONTINUING ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 111.04 FEET TO AN ANGLE POINT IN SAID "PARCEL 31";

THENCE NORTH 23°32'29" WEST, A DISTANCE OF 112.82 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,110 SQUARE FEET, OR 0.025 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:


TIMOTHY F. RAYBURN, P.L.S. 8455

8/23/2023

DATED:



EXHIBIT "B"

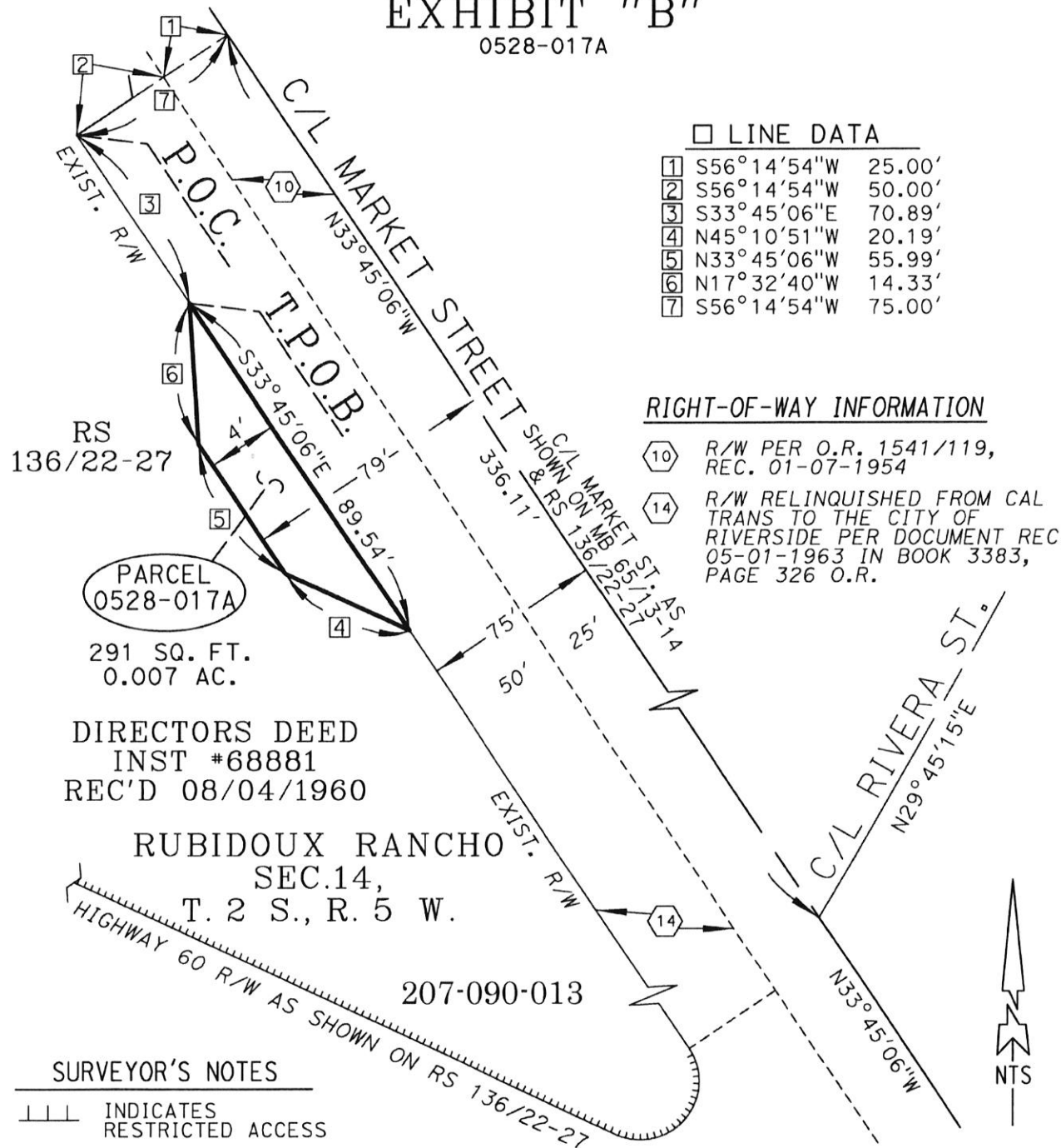
LEGAL DEPICTION

Parcel Nos.

0528-17A, 0528-17B and 0528-17G

EXHIBIT "B"

0528-017A



□ LINE DATA

1	S56°14'54"W	25.00'
2	S56°14'54"W	50.00'
3	S33°45'06"E	70.89'
4	N45°10'51"W	20.19'
5	N33°45'06"W	55.99'
6	N17°32'40"W	14.33'
7	S56°14'54"W	75.00'

RIGHT-OF-WAY INFORMATION

- 10 R/W PER O.R. 1541/119, REC. 01-07-1954
- 14 R/W RELINQUISHED FROM CAL TRANS TO THE CITY OF RIVERSIDE PER DOCUMENT REC. 05-01-1963 IN BOOK 3383, PAGE 326 O.R.

RS
136/22-27

PARCEL
0528-017A

291 SQ. FT.
0.007 AC.

DIRECTORS DEED
INST #68881
REC'D 08/04/1960

RUBIDOUX RANCHO
SEC.14,
T. 2 S., R. 5 W.

207-090-013

SURVEYOR'S NOTES

||| INDICATES RESTRICTED ACCESS

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.: 0528-017A	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 1	



EXHIBIT "B"

0528-017B

RIGHT-OF-WAY INFORMATION

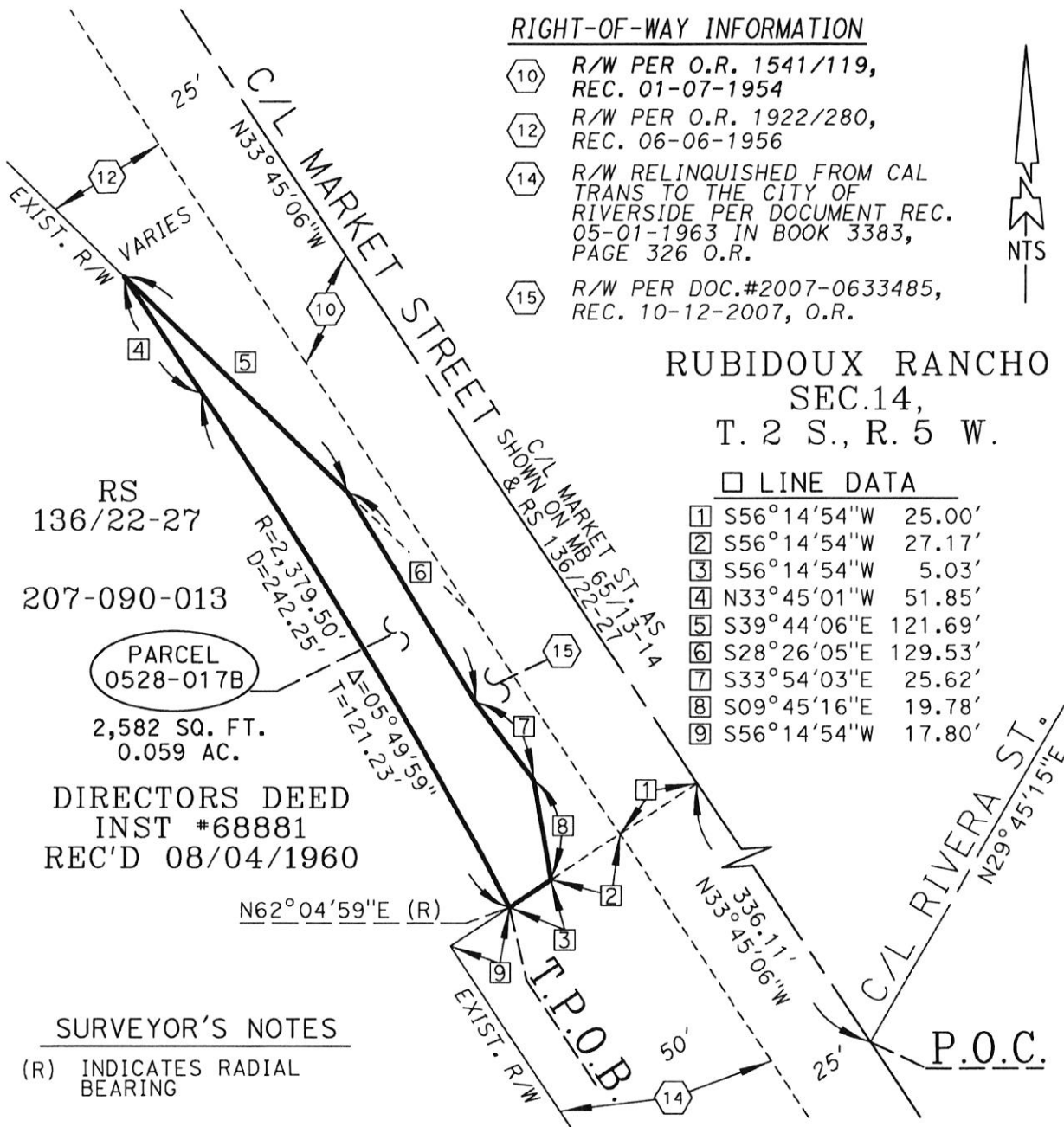
- ⑩ R/W PER O.R. 1541/119, REC. 01-07-1954
- ⑫ R/W PER O.R. 1922/280, REC. 06-06-1956
- ⑭ R/W RELINQUISHED FROM CAL TRANS TO THE CITY OF RIVERSIDE PER DOCUMENT REC. 05-01-1963 IN BOOK 3383, PAGE 326 O.R.
- ⑮ R/W PER DOC.#2007-0633485, REC. 10-12-2007, O.R.



RUBIDOUX RANCHO
SEC.14,
T. 2 S., R. 5 W.

□ LINE DATA

- ① S56°14'54"W 25.00'
- ② S56°14'54"W 27.17'
- ③ S56°14'54"W 5.03'
- ④ N33°45'01"W 51.85'
- ⑤ S39°44'06"E 121.69'
- ⑥ S28°26'05"E 129.53'
- ⑦ S33°54'03"E 25.62'
- ⑧ S09°45'16"E 19.78'
- ⑨ S56°14'54"W 17.80'



SURVEYOR'S NOTES

(R) INDICATES RADIAL BEARING

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.: 0528-017B

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: JULY, 2023

APPROVED BY:

Timothy F. Rayburn

DATE: 7/27/2023

SHEET 1 OF 1



EXHIBIT "B"

0528-017G

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



△ RIGHT OF WAY INFO

△ O.R. BOOK 1811,
PAGES 254-256,
REC. 10/24/1955

○ CURVE DATA

① R= 4,680.34'
Δ= 15° 59' 17"
D= 1,306.02'
T= 657.28'

□ LINE DATA

- ② S33° 45' 06" E 5.51'
- ③ S56° 14' 54" W 75.00'
- ④ S56° 14' 54" W 20.00'
- ⑤ S33° 45' 06" E 111.04'
- ⑥ N23° 32' 29" W 112.82'

P.O.B. PCL. 0528-017G
N'LY-MOST CRNR PCL. 31

POINT "A"
ANGLE POINT IN
NW'LY LINE PCL. 31
& NE'LY LINE PCL. 4

PARCEL
0528-017G
1,110 SQ. FT.
0.025 AC.

RS 39/59-60
PARCEL 4

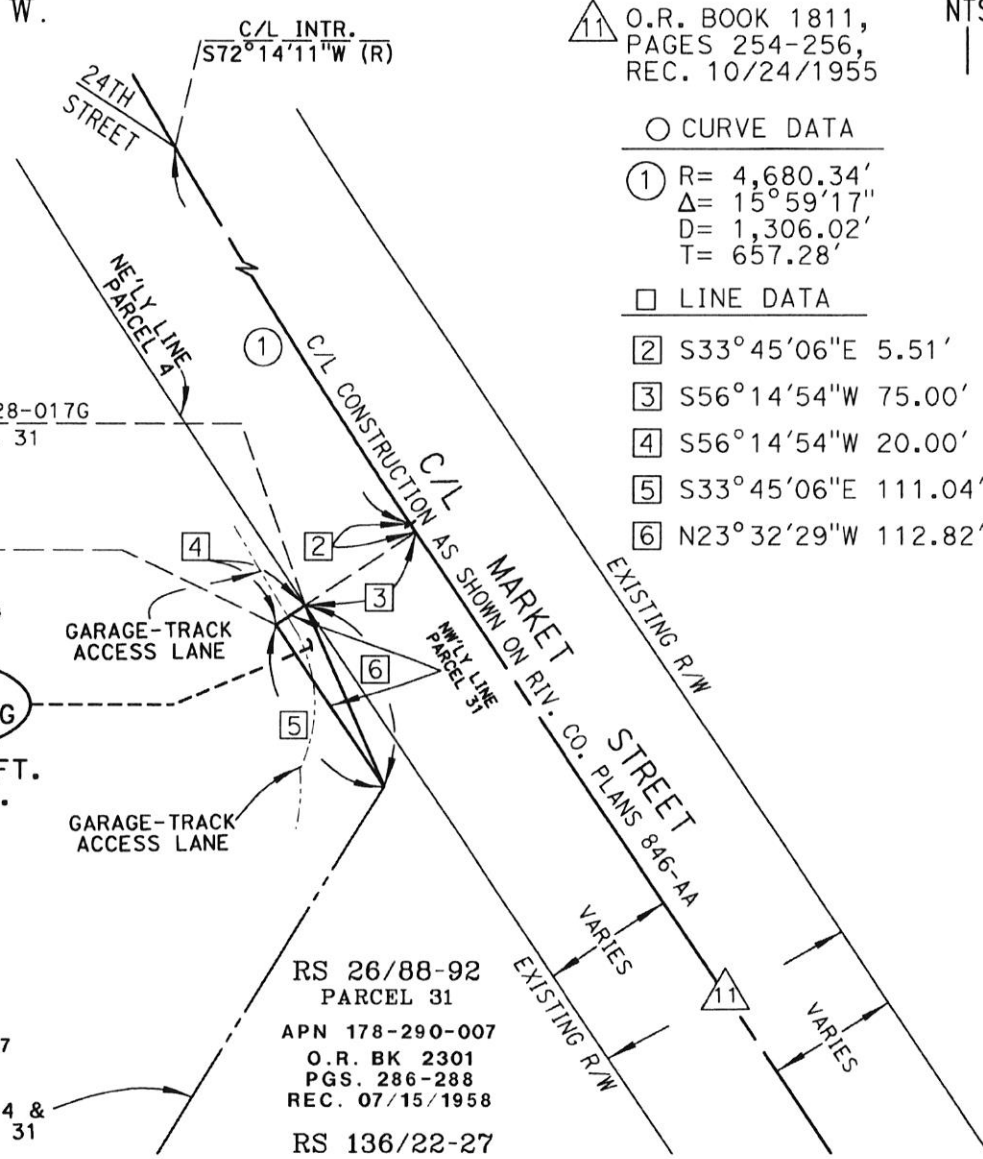
APN 178-290-001
INST. #2008-0485327
REC. 09/03/2008

SE'LY LINE PARCEL 4 &
NW'LY LINE PARCEL 31

RS 26/88-92
PARCEL 31

APN 178-290-007
O.R. BK 2301
PGS. 286-288
REC. 07/15/1958

RS 136/22-27



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.: 0528-017G

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: M. MANI

DATE: AUGUST, 2023

APPROVED BY:

Timothy F. Rayburn

DATE: 8/23/2023

SHEET 1 OF 1



"EXHIBIT "C"

DEEDS

GRANT DEED-Fee simple

Road Purposes

Parcel No. 0528-17G

254320

Recorded at request of and return to:
County of Riverside Transportation
Department – Survey - Real Estate Division
4080 Lemon Street 8th Floor
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)

Market Street Bridge Project
Parcel No. 0528-017G
Portion of APN 178-290-007
RCFC Parcel No. 1010-31

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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

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

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

Date: _____

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

EASEMENT DEEDS

Road Purposes

Parcel Nos. 0528-17A and 0528-17B

254324

Recorded at request of and return to:
County of Riverside Transportation Department -
Survey - Real Estate Division
4080 Lemon Street 8th Floor
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)

Market Street Bridge Project
Parcel No. 0528-017A
Portion of APN 178-290-011
RCFC Parcel No. 1010-20

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantor")**, a body corporate and politic grant(s) to the **COUNTY OF RIVERSIDE ("Grantee")**, a political subdivision of the State of California, a permanent easement deed for road purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof ("Road Easement Area").

GRANTEE and its contractors, agents and employees shall have free access to the Road Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. Physical modifications within the Road Easement Area must be coordinated with GRANTOR through an encroachment permit. GRANTOR and GRANTOR'S successors may improve the easement area with landscaping including ground cover and shrubs - excluding any trees.

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

Date: _____

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

254321

Recorded at request of and return to:
County of Riverside Transportation Department -
Survey - Real Estate Division
4080 Lemon Street 8th Floor
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)

Market Street Bridge Project
Parcel No. 0528-017B
Portion of APN 207-090-013
RCFC Parcel No. 1010-HQ

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantor")** a corporate, body and politic, grants to the **COUNTY OF RIVERSIDE ("Grantee")**, a political subdivision of the State of California, a permanent easement deed for road purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof ("Road Easement Area").

GRANTEE and its contractors, agents and employees shall have free access to the Road Easement Area and every part thereof, at all times, for the purposes of exercising the rights herein granted. Physical modifications within the Road Easement Area must be coordinated with GRANTOR through an encroachment permit. GRANTOR and GRANTOR'S successors may improve the easement area with landscaping including ground cover and shrubs - excluding any trees.

GRANTOR:
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

Date: _____

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