

**CITY OF RIVERSIDE
AGREEMENT FOR CONVEYANCE OF EASEMENT TO
RIVERSIDE UNIFIED SCHOOL DISTRICT**

Villegas Park

This Agreement for Conveyance of Easement (“Agreement”) for an easement and improvements at Villegas Park is entered into on this ____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“CITY”) and the RIVERSIDE UNIFIED SCHOOL DISTRICT, a California public school district (“RUSD”).

RECITALS

WHEREAS, CITY, through its Parks, Recreation, and Community Services Department, owns certain real property located at Villegas Park, bearing Assessor’s Parcel No. 230340001; and

WHEREAS, RUSD owns the adjacent property located at 7351 Lincoln Ave. on which a new elementary school, Casa Blanca Elementary School, is being constructed; and

WHEREAS, RUSD desires to obtain an easement and right-of-way for a portion of the property at Villegas Park, the Easement is attached hereto as Exhibit “A” and is incorporated herein by this reference, for the purposes of the construction, maintenance, and operation of Sanitary Sewer Facilities, and the CITY desires to convey the Easement to RUSD.

WHEREAS, RUSD desires to provide valuable consideration for the Easement in the form of improvements to the Villegas Park parking lot as described in Exhibit “B” attached hereto and incorporated herein by reference; and

WHEREAS, the parties desire by this Agreement to provide the terms and conditions for the Improvements and grant of the Easement; and

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

1. CITY agrees to grant and RUSD agrees to accept the easement and right-of-way, attached hereto as Exhibit "A" and is incorporated herein by this reference, for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of Sanitary Sewer Facilities, together with manholes, cleanouts, wye branches and all necessary appurtenances, in, under, upon, over and along Villegas Park parking lot as described in Exhibit "A".

2. As valuable consideration for such Easement, RUSD shall complete improvements to a portion of the Villegas Park parking lot ("Improvements") consistent with the plans as provided in Exhibit "B" ("Improvement Plans") attached hereto and incorporated herein by this reference. RUSD agrees to perform all work of the Improvements at their sole expense. No escrow is needed and no monies will be exchanged.

3. RUSD agrees not to permit any change to or modification of the Improvement Plans without the CITY's prior written permission and consent.

4. The City Parks, Recreation and Community Services Department Director shall be notified by RUSD a minimum of fourteen (14) calendar days prior to commencement of improvements.

5. The parties agree that all work of the Improvements and all future work shall be completed in accordance with all applicable laws and in safe and workmanlike manner, and that CITY's property shall be restored to the condition it was in prior to the work being done.

6. The conditions for the Use of the Property and Easement shall be as stated in the Easement attached hereto as Exhibit "A".

7. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

8. Any and all notices or other documents given or required to be given to the parties of this Agreement will be deposited in the United States Mail by first class mail, postage prepaid, to the following addresses:

CITY OF RIVERSIDE
Community & Economic
Development Department
Real Property Services
3900 Main Street
Riverside, CA 92522
(951) 826-5649 (phone)
(951) 826-5744 (fax)

RIVERSIDE UNIFIED SCHOOL DISTRICT
3380 14th Street
Riverside, CA 92501
(951) 788-7135
(951) 352-6729 (Ext. 80423)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

9. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. This Agreement may be amended or supplemented only by written documents signed by all parties.

11. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the

medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement. NOTE: If federal funds are expended in association with this Agreement, Parties will ensure compliance with the Civil Rights Act of 1964, all related statutes, and local agency requirements. NOTE: If federal funds are expended in association with this Agreement, Parties will ensure compliance with the Civil Rights Act of 1964, all related statutes, and local agency requirements.

12. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith.

13. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

14. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant of Easement.

15. This Agreement may be subject to approval and ratification by the City Council of the City of Riverside.

16. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of

this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RIVERSIDE UNIFIED SCHOOL
DISTRICT,
a California public school district

By: _____
City Manager

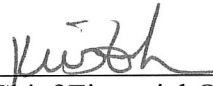
By: _____
Erin Power
Assistant Superintendent
Business Services

ATTESTED TO:

By: _____
City Clerk

By: _____

CERTIFIED AS TO AVAILABILITY OF FUNDS

By: _____
for Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

EXHIBIT "A"

EASEMENT

When recorded mail to:

SURVEYOR
City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: Casa Blanca Elementary School
Sewer Line – Villegas Park
Por. A.P.N. 230-340-001

DX -

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF RIVERSIDE, a California charter city and municipal corporation**, as Grantor(s), grant(s) to the **RIVERSIDE UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California**, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **Sanitary Sewer Facilities**, together with manholes, cleanouts, wye branches and all necessary appurtenances, in, under, upon, over and along that certain real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing,

maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said **Sanitary Sewer Facilities**. Any park improvements including but not limited to lighting, sidewalk, landscape, and irrigation that are damaged by RUSD staff, consultants or contractors within the easement shall be repaired to existing or better condition. The City Parks, Recreation and Community Services Department Director shall be notified by RUSD a minimum of fourteen (14) calendar days prior to commencement of improvements

Dated _____ 20____

**CITY OF RIVERSIDE,
a California charter city and municipal corporation**

By: _____
Mike Futrell, City Manager

Attest: _____
Donesia Gause, City Clerk

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 _____

} ss

On _____, before me, _____,
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.

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION
OF
SEWER EASEMENT

BEING A STRIP OF LAND 10.00 FEET WIDE, WITHIN THE NORTHEASTERLY RECTANGULAR ONE HALF OF LOT 3, IN BLOCK 66 OF THE SAYWARD AND EVANS TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 3, PAGE 2, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, SAID LAND BEING PARCEL NO. 1 IN GRANT DEED BETWEEN FRANK A. TETLEY AND MARION TETLEY, GRANTORS, AND THE CITY OF RIVERSIDE, GRANTEE, AS RECORDED ON FEBRUARY 21, 1941 IN BOOK 491, PAGE 440 OF OFFICIAL RECORDS, RIVERSIDE COUNTY CALIFORNIA, SAID STRIP BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST EASTERLY CORNER OF CASA BLANCA HEIGHTS SUBDIVISION AS SHOWN ON MAP FILED IN BOOK 5, PAGE 117, RECORDS OF MAPS, RIVERSIDE COUNTY CALIFORNIA;

THENCE NORTH 56°22'03" EAST, ALONG THE NORTHWESTERLY LINE OF LOT 4 IN BLOCK 66 OF SAID SAYWARD AND EVANS TRACT A DISTANCE OF 9.64 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHWESTERLY LINE, NORTH 33°37'57" WEST ALONG A LINE THAT IS PARALLEL WITH AND DISTANT 9.64 NORTHEASTERLY FEET FROM THE NORTHEASTERLY LINE OF SAID CASA.BLANCA HEIGHTS SUBDIVISION, A DISTANCE OF 150.00 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE EXTENSION OF BUNKER STREET, DEDICATED TO THE CITY OF RIVERSIDE BY RESOLUTION NO. 8627 RECORDED JULY 23, 1959 IN BOOK 2515, PAGE 204, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA;

THENCE NORTH 56°22'03" EAST ALONG SAID SOUTHERLY LINE OF THE EXTENSION OF BUNKER STREET, A DISTANCE OF 10.00 FEET TO THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND DISTANT 19.64 FEET NORTHEASTERLY OF SAID NORTHEASTERLY LINE OF THE CASA BLANCA HEIGHTS SUBDIVISION;

THENCE SOUTH 33°37'57" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 150.00 FEET MORE OR LESS, TO AN INTERSECTION WITH SAID NORTHWESTERLY LINE OF LOT 4;

THENCE SOUTH 56°22'03 WEST ALONG SAID NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

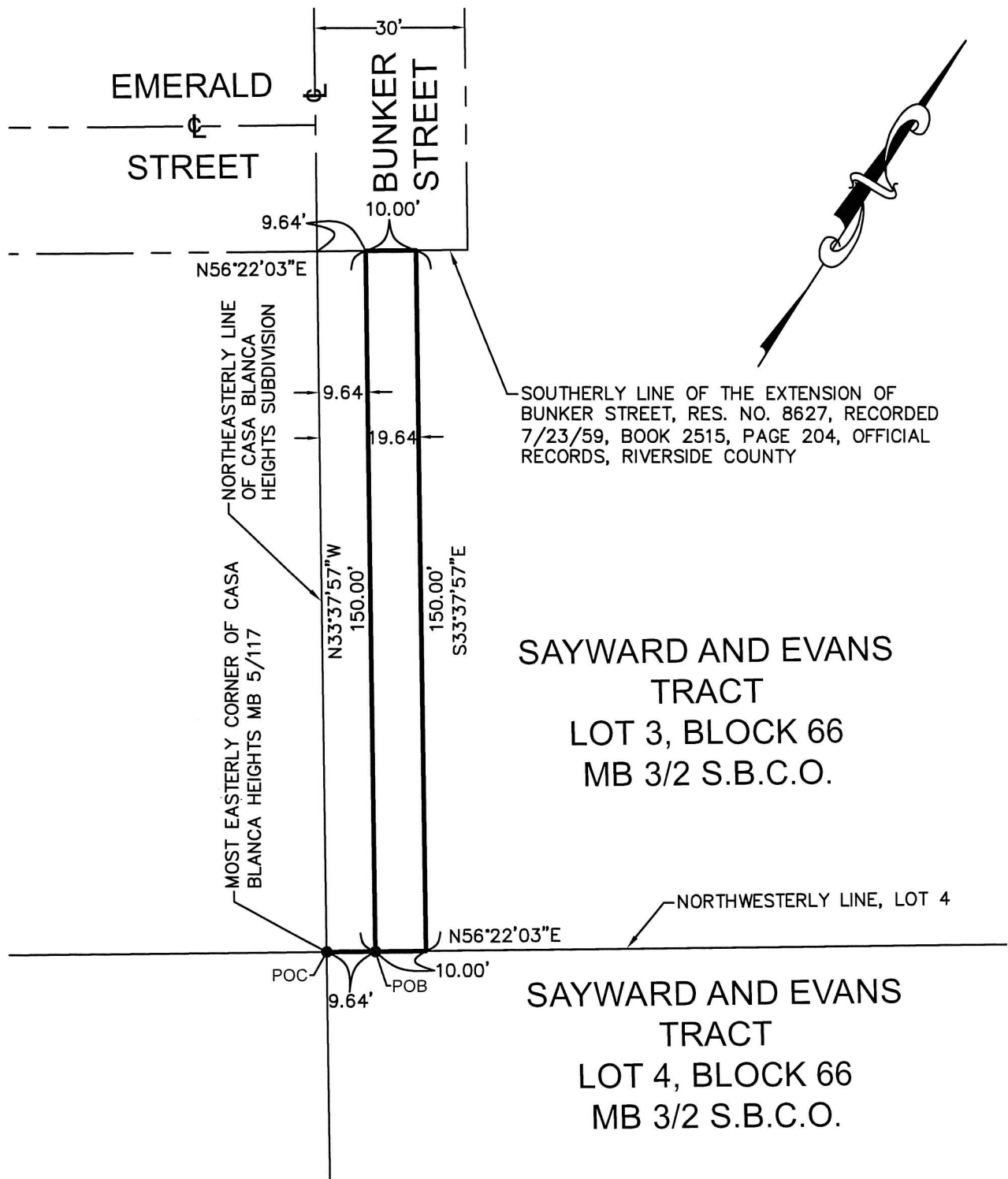
SAID SEWER EASEMENT CONTAINS 1,500 SQUARE FEET, MORE OR LESS.

SAID EASEMENT IS SUBJECT OF EXISTING RIGHTS OF WAY OR EASEMENTS THAT ARE DISCLOSED IN PUBLIC RECORDS.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION.

Alan C. Hillwig 12/1/23
ALAN C. HILLWIG, PLS DATE





Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6-30-25

DATE

SCALE: 1" = 30'

FILE NO.: 0228-239-C

DATE: AUGUST 1, 2023

SHEET _1_ OF _1_

EXHIBIT "B"

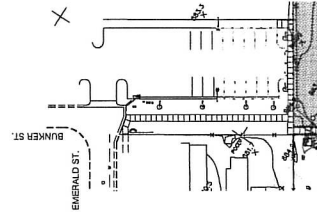
IMPROVEMENT PLANS

LANDSCAPE ARCHITECTURAL PLANS

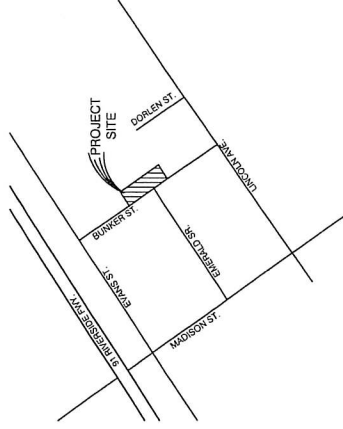


VICINITY MAP

1. **CONTRACT DOCUMENTS** include all specifications, drawings and general conditions and all amendments thereto. The need for these documents is included in each contract, and access to them is made available to the contractor at all times. The contractor is responsible for obtaining and reviewing all contract documents in writing and is held liable for all errors by all staff.
2. **VERIFICATION** of the contractor's compliance with the contract documents is the responsibility of the project manager. The project manager is responsible for ensuring that the contractor is in compliance with the contract documents at all times. The project manager is also responsible for ensuring that the contractor is in compliance with the contract documents at all times.
3. **INSURANCE** is required for all contractors. The contractor is responsible for obtaining and maintaining all required insurance. The contractor is also responsible for ensuring that the insurance is in compliance with the contract documents at all times.
4. **LIABILITY** is required for all contractors. The contractor is responsible for obtaining and maintaining all required liability. The contractor is also responsible for ensuring that the liability is in compliance with the contract documents at all times.
5. **SAFETY** is required for all contractors. The contractor is responsible for obtaining and maintaining all required safety. The contractor is also responsible for ensuring that the safety is in compliance with the contract documents at all times.
6. **QUALITY** is required for all contractors. The contractor is responsible for obtaining and maintaining all required quality. The contractor is also responsible for ensuring that the quality is in compliance with the contract documents at all times.
7. **ENVIRONMENT** is required for all contractors. The contractor is responsible for obtaining and maintaining all required environment. The contractor is also responsible for ensuring that the environment is in compliance with the contract documents at all times.
8. **ACCESS** is required for all contractors. The contractor is responsible for obtaining and maintaining all required access. The contractor is also responsible for ensuring that the access is in compliance with the contract documents at all times.
9. **PROTECTION** is required for all contractors. The contractor is responsible for obtaining and maintaining all required protection. The contractor is also responsible for ensuring that the protection is in compliance with the contract documents at all times.
10. **REPAIR** is required for all contractors. The contractor is responsible for obtaining and maintaining all required repair. The contractor is also responsible for ensuring that the repair is in compliance with the contract documents at all times.
11. **REPLACEMENT** is required for all contractors. The contractor is responsible for obtaining and maintaining all required replacement. The contractor is also responsible for ensuring that the replacement is in compliance with the contract documents at all times.
12. **RECONSTRUCTION** is required for all contractors. The contractor is responsible for obtaining and maintaining all required reconstruction. The contractor is also responsible for ensuring that the reconstruction is in compliance with the contract documents at all times.
13. **REPAIR AND RECONSTRUCTION** is required for all contractors. The contractor is responsible for obtaining and maintaining all required repair and reconstruction. The contractor is also responsible for ensuring that the repair and reconstruction is in compliance with the contract documents at all times.
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VICINITY MAP



SHEET INDEX

L1.01	IRRIGATION PLAN
L2.01	IRRIGATION DETAILS
L3.01	PLANTING PLAN
L4.01	PLANTING DETAILS

Segura Associates, Inc.
Architecture • Land Planning • Urban Design
PO Box 964
T. (909) 634-2700
La Verne, CA 91760
E. info@segura.com

TITLE SHEET



DIG ALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS
BEFORE YOU DIG

of Tumor, cm^3/g is 0.07 ± 0.02 and 0.21 ± 0.02 . IT IS A REDUCED RATIO BECAUSE ACCORDINGLY

SCALE



NOTES

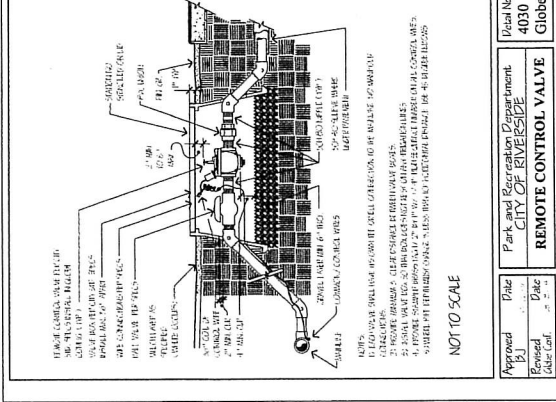
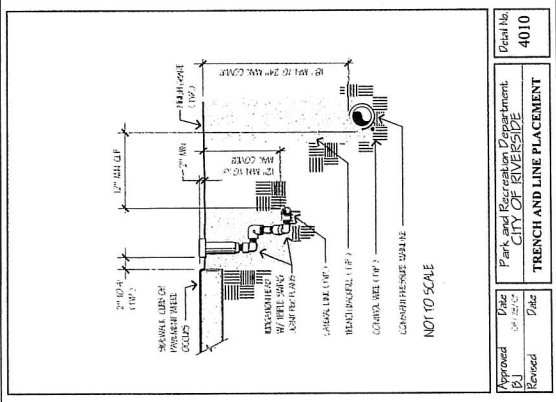
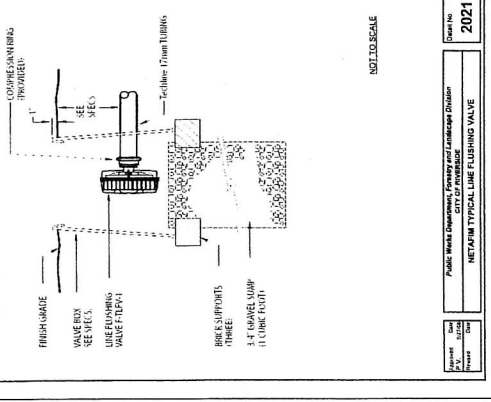
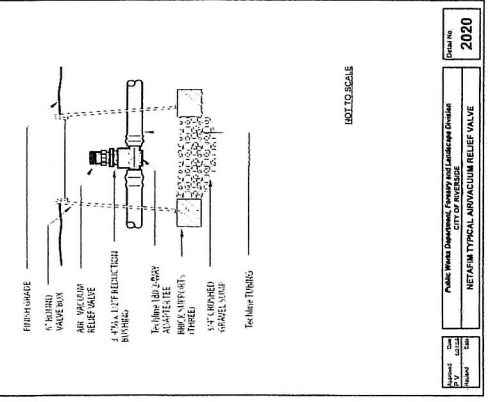
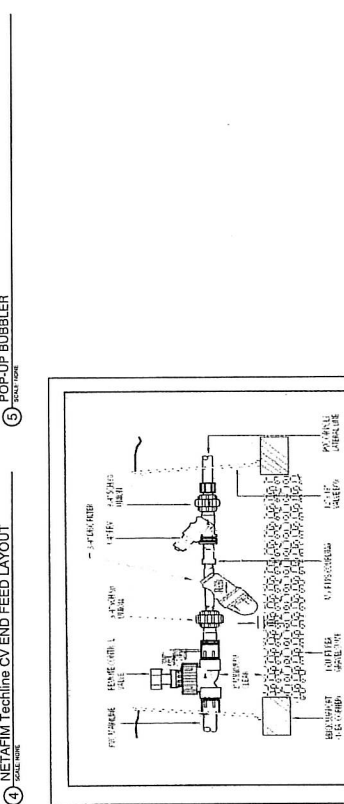
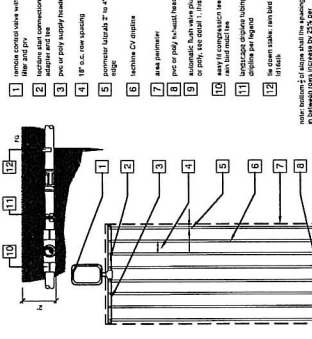
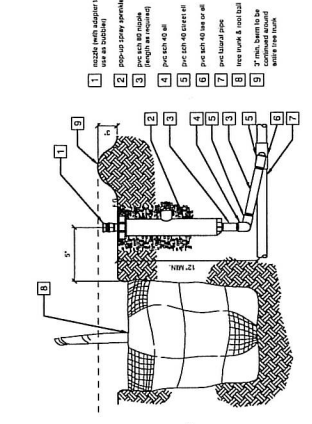
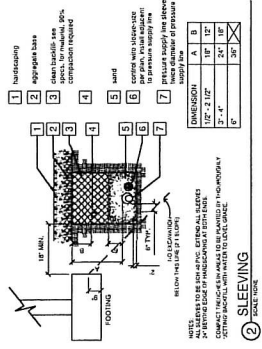
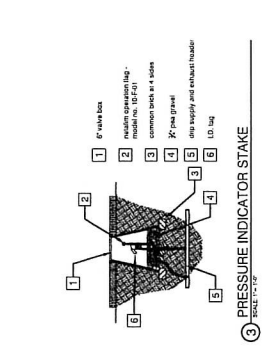
Seftun Associates, Inc.
Architectural Land Planning Urban Design
10000 Wilshire Blvd., Suite 1000
Los Angeles, CA 90024
Tel: 310.440.2000
Fax: 310.440.2001
www.seftun.com

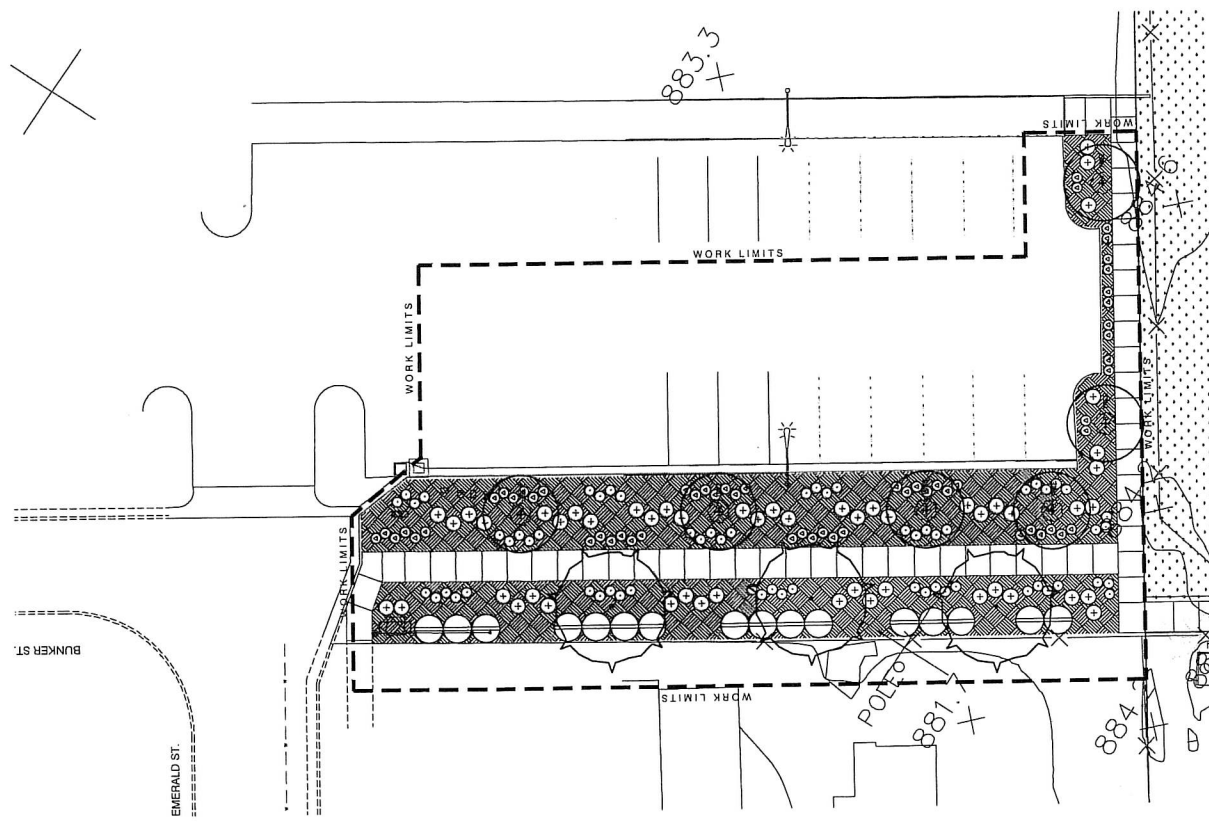
PROJECT
YISMAEL VILLEGAS
COMMUNITY CENTER AND PARK RETROFIT

DRAWING TITLE
IRRIGATION
DETAILS

NO. DATE
ISSUE
DRAWN BY
CHECKED BY
T/S
DATE
DRAWING NO.

L2.01



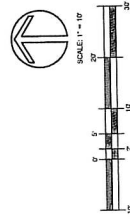


PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	W.U.	P.F.	QTY.	COMMENTS
TREES:							
●	GLEDISIA TRACANTHOS NERMES	THORNLESS HONEY LOCUST	24" BOX	L	0.2	3	-
●	EXISTING TREES TO REMAIN AND PROTECTED (CARROTTWOOD TREE)					6	-
SHRUBS:							
○	BOUGANVILLEA	DWARF BOUGANVILLEA	5 GAL	L	0.2	62	-
○	MULLENBERGIA CAPILLARIS	PINK MUHLY	5 GAL	L	0.2	52	-
○	OSMANTHUS FRAGRANS	SWEET OLIVE	5 GAL	L	0.2	16	-
○	SAVIA LEUCOPHYLLA	PURPLE SAGE	5 GAL	L	0.2	58	-
GROUND COVERS:							
■	WOOD MULCH	WOOD MULCH	4,182 SQ. FT.				-

PLANTING NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR MARKING ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE THE SOLE RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
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MWLO COMPLIANCE

THE PLAN SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.



Segura Associates, Inc.
Architect - Land Planning - Urban Design
2700 North Hollywood Blvd., Suite 400
North Hollywood, CA 91605
Tel: (818) 706-1100
Fax: (818) 706-1101
www.seguraassociates.com

PROJECT
YSMAEL VILLEGAS
COMMUNITY CENTER AND PARK RET

DRAWING TITLE
PLANTING PLAN

DRAWING NO.
P-001

DATE
10/20/2010

DESIGNED BY
TJS

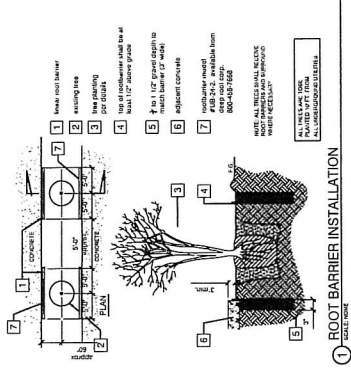
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TJS

DRAWING NO.
P-001

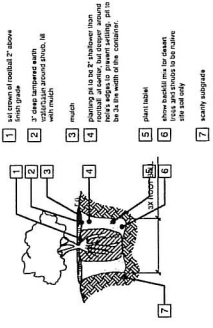
DIG ALERT
CALL 811
BEFORE YOU DIG

URGENT SERVICE ALERT OF SOUTHERN CALIFORNIA

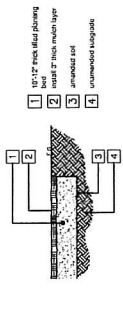
800-480-4800
1-800-480-4800
FOR MORE INFORMATION
VISIT US AT
WWW.DIG-IT-UP.COM



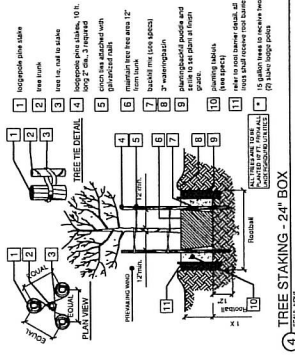
1 ROOT BARRIER INSTALLATION



2 SHRUB PLANTING



3 MULCH LAYER



4 TREE STAKING - 24" BOX

