



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

690A



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
7/8/09

SUBJECT: Right of Entry Agreement for the Van Buren Boulevard Bridge - Replacement Project
- District I and II

RECOMMENDED MOTION: That the Board:

Approves the attached Right of Entry Agreement of certain real property known as Assessor's Parcel Numbers 163-300-005 and 163-300-006, and authorizes the Chairman of the Board of Directors to execute this document on behalf of the Regional Park & Open-Space District.

BACKGROUND: (Commences on Page 2)

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 7-8-09
DATE: 7-8-09
Departmental Concurrence

733-Right of Entry Van Buren Bride
SK/mg

Cesar Quinones

Cesar Quinones, Adm. Services Manager II for
Scott Bangle, General Manager

FINANCIAL DATA n/a	Current F.Y. Total Cost:	\$ -0-	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: n/a	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Michael R. Sketler
BY: Michael R. Sketler
Michael R. Sketler

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent
- Dept't Recomm.:
- Per Exec. Ofc.:

Prev. Agn. Ref.: | District: 1,2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.2

SUBJECT: Right of Entry Agreement for the Van Buren Boulevard Bridge - Replacement Project

BACKGROUND:

The Van Buren Bridge Replacement Project has been developed in cooperation with the County of Riverside Transportation Department, the County Regional Park and Open-Space District (Park District), the City of Riverside, California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA). A Right of Entry is needed for the two parcels owned by the Park District in order to provide construction access into the Santa Ana riverbed. The proposed Right of Entry between the County and Park District is requested for the duration of construction, which is estimated at 2.5 years starting in September 2009.

The Habitat Mitigation and Monitoring Plan (HMMP) for the bridge replacement project specifies 5.5 acres of the project footprint in the riverbed to be revegetated as part of the on-site mitigation requirements. The plan is to have the revegetation contract to start immediately after the completion of the bridge construction. It will be necessary to continue the Right of Entry into the above listed parcels for approximately another six years to accomplish the plant installation, monitoring and maintenance activities. The HMMP and the revegetation plans have been submitted for review and have been concurred by the Park District.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

There are no costs associated with this Right of Entry.

1 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT ("Grantor"), and
2 COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Grantee")

3
4 Project: Van Buren Blvd. Bridges over Santa Ana
River - Replacement Project
5 APN(s): 163-300-005 and 163-300-006

6 RIGHT OF ENTRY AGREEMENT

7 This Right of Entry Agreement ("ROE") is made and entered into this _____ day
8 of _____, 2009, between the RIVERSIDE COUNTY REGIONAL PARK AND
9 OPEN-SPACE DISTRICT ("Grantor") and COUNTY OF RIVERSIDE, a Political Subdivision of
the State of California ("Grantee"). Grantor and Grantee are sometimes collectively referred to
as "Parties".

10 RECITALS

11 A. Grantor is the owner of certain real property known as Assessor's Parcel
12 Numbers (Assessor's Parcel Numbers 163-300-005 and 163-300-006), and shown in Exhibit
"A" attached hereto and incorporated herein by reference ("Property") and has the right to
grant to Grantee permission to enter upon and use the Property.

13 B. The Van Buren Bridges Replacement Project has been developed in
14 cooperation with the County of Riverside, Regional Park and Open-Space District, the City of
Riverside, Caltrans and Federal Highway Administration (FHWA).

15 C. The Notice-to-Proceed (NTP) for construction will be issued in September
16 2009, at the end of the nesting season for the endangered species.

17 D. The Habitat Mitigation and Monitoring Plan (HMMP) for the bridge replacement
18 project specifies 5.5 acres of the project footprint in the riverbed to be revegetated as part of
the on-site mitigation requirements. The plan is to have the revegetation contract to start
immediately after the completion of the bridge construction.

19 E. Grantee desires to obtain Grantor's permission to enter upon and use the
20 Property, on a temporary basis, in order to provide construction access, plant installation,
revegetation monitoring and maintenance activities into the Santa Ana riverbed.

21 F. Grantor desires to accommodate Grantee's request for permission to enter
22 upon Grantor's Property, on a temporary basis, in order to provide construction access, plant
installation, revegetation monitoring and maintenance activities into the Santa Ana riverbed.

23 NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

24 AGREEMENT

25 1. Right of Entry Grantor hereby grants to Grantee and its agents, employees and

1 contractors the temporary right to enter onto the Property in order to provide construction
2 access, plant installation, revegetation monitoring and maintenance activities into the Santa
Ana riverbed and for no other purpose.

3 2. Term This ROE shall commence on September 1, 2009 for a term of
4 eight and a half (8.5) years, or until completion of said project, whichever shall be sooner. The
5 last six (6) years of the ROE are strictly for the plant installation, revegetation monitoring and
6 maintenance activities. The term may be extended by written notice to Grantee in the sole
and absolute discretion of Grantor. This ROE is subordinate to all prior or future rights and
obligations of Grantor in the Property, except that Grantor shall grant no rights inconsistent
with the reasonable exercise by Grantee of its rights under this ROE.

7 3. Notice of work Prior to any entry upon the Property for any of the
8 purposes hereinabove set forth, Grantee shall notify the authorities in charge named below by
9 written and/or oral notice at least eight (8) hours prior to commencement of entry and work.
10 Grantee shall also notify authorities in charge at least eight (8) hours prior to cessation of
11 work.

12
13 Name: Scott Bangle, General Manager
14 Address: 4600 Crestmore Road, Riverside, CA 92509-6858
15 Phone: (951) 955-4398
16 Fax: (951) 955-4305

17 4. Liens Grantee shall not permit to be placed against the Property, or
18 any part thereof, any design professionals', mechanics', material man's contractors' or
19 subcontractors' liens with the regard to Grantee's actions upon the Property. Grantee agrees
20 to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising
from any such liens which might be file against the Property.

21 5. Indemnification Grantee shall defend, indemnify and hold harmless
22 Grantor, and its officers, employees, agents and representatives from all actions, claims, suits,
23 penalties, obligations, damages and liabilities of whatsoever kind and nature arising from
24 death, personal injury, property damage or other cause asserted or based upon any act or
25 omission of Grantee, its employees, agents, or any subcontractors, agents or representatives
of Grantee, or the obligations contemplated by this agreement, to or in any way connected
with the use of the property except to the extent any such losses, costs damages, liabilities,
and expenses arise out of the acts or omission of Grantor. . Such indemnification shall include
all costs and attorneys fees. The obligations set forth in this paragraph shall survive the
termination of this agreement.

26 6. Insurance As a condition of this ROE Agreement, Grantee will provide,
and/or cause its contractors to provide, a policy or policies of insurance as follows: A certificate
of insurance naming the Grantor as additional insured in the amount of One Million Dollars
(\$1,000,000) general liability policy as well as verifying One Million Dollars (\$1,000,000) of
automobile and workers compensation insurance. Such insurance shall be primary and all
endorsements shall be provided. Maintaining and showing proof of insurance shall not limit or
restrict Grantee's indemnification of Grantor. The insurance requirements contained in this
ROE may be met with a program(s) of self-insurance.

1 7. Compliance with Laws Grantee shall, in all activities undertaken pursuant
2 to this ROE, comply and cause its contractors, agents, and employees to comply with all
3 federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies,
4 and decrees. Without limiting the generality of the foregoing, Grantee, at its sole cost and
5 expense, shall obtain any and all permits which may be required by any law, regulation or
6 ordinance for any activities Grantee desires to conduct or have conducted pursuant to this
7 ROE.

8 8. Inspection Grantor and its representatives, employees, agents or
9 independent contractors may enter and inspect the Property or any portion thereof or any
10 improvements thereon at any time and from time to time at reasonable times to verify
11 Grantee's compliance with the terms and conditions of this ROE.

12 9. Not Real Property Interest It is expressly understood that this ROE is not
13 exclusive and does not in any way whatsoever grant or convey any permanent easement,
14 lease, fee or other real property interest in the Property to Grantee.

15 10. Protection and Restoration of the Property Grantee shall protect the Property,
16 including all improvements and the natural resources thereon, at all times at Grantee's sole
17 cost and expense, and Grantee shall strictly adhere to the following restrictions:

18 a. Grantee may not place or dump garbage, trash or refuse anywhere upon or
19 within the Property, except for self-contained trash receptacles that are maintained to
20 Grantor's satisfaction by Grantee;

21 b. Grantee may not commit or create, or suffer to be committed or created, any
22 waste, hazardous condition and/or nuisance to occur upon the Property;

23 c. Grantee may not cut, prune or remove any native trees or brush upon the
24 Property, except for the elimination of safety hazards without first obtaining written permission
25 by the Grantor;

 d. Grantee may not disturb, move or remove any rocks or boulders upon the
Property except for the elimination of safety hazards without first obtaining written permission
by the Grantor;

 e. Grantee must exercise due diligence in the protection of the Property against
damage or destruction by fire, vandalism or other cause.

 Upon the termination or revocation of this ROE, but before its relinquishment to
Grantor, Grantee shall, at its own cost and expense, remove any debris generated by its use
and Property shall be left in a neat condition. Grantee agrees not to damage Property in the
process of performing the permitted activities.

 11. Public safety Grantee shall, or cause its contractors or subcontractors to take
any and all other necessary and reasonable steps to protect the public from harm due to the
work.

 12. Entire agreement This ROE Agreement is the result of negotiations
between the Parties hereto. The Parties further declare and represent that no inducement,
promise or agreement not herein expressed has been made to them and this ROE contains
the entire agreement of the Parties, and that the terms of this agreement are contractual and
not a mere recital. Any ambiguity in the Agreement or any of its provisions shall not be

1 interpreted against the Party drafting the agreement.

2 13. Warranty of Authority The undersigned represents that it has the
3 authority to, and does, bind the person or entity on whose behalf and for whom it is signing this
4 ROE and the attendant documents provided for herein, and this agreement and said additional
5 documents are, accordingly, binding on said person or entity.

6 14. Assignment This ROE shall not, nor shall any interest herein be assigned,
7 mortgaged, hypothecated, or transferred by Grantee, whether voluntary or involuntary or by
8 operation of law, nor shall Grantee let or sublet or grant any license of permit with respect to
9 the use and occupancy of the Property or any portion thereof.

10 15. Choice of Law This Right of Entry Agreement will be governed and
11 construed by the laws of the State of California.

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16. Modification The agreement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement on the date as indicated above each Party's signature.

Dated this _____ day of _____, 2009

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

By: _____
Marion Ashley, Chairman
Riverside County Regional Park & Open Space District

GRANTEE:

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

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk to the Board

By: _____
Deputy

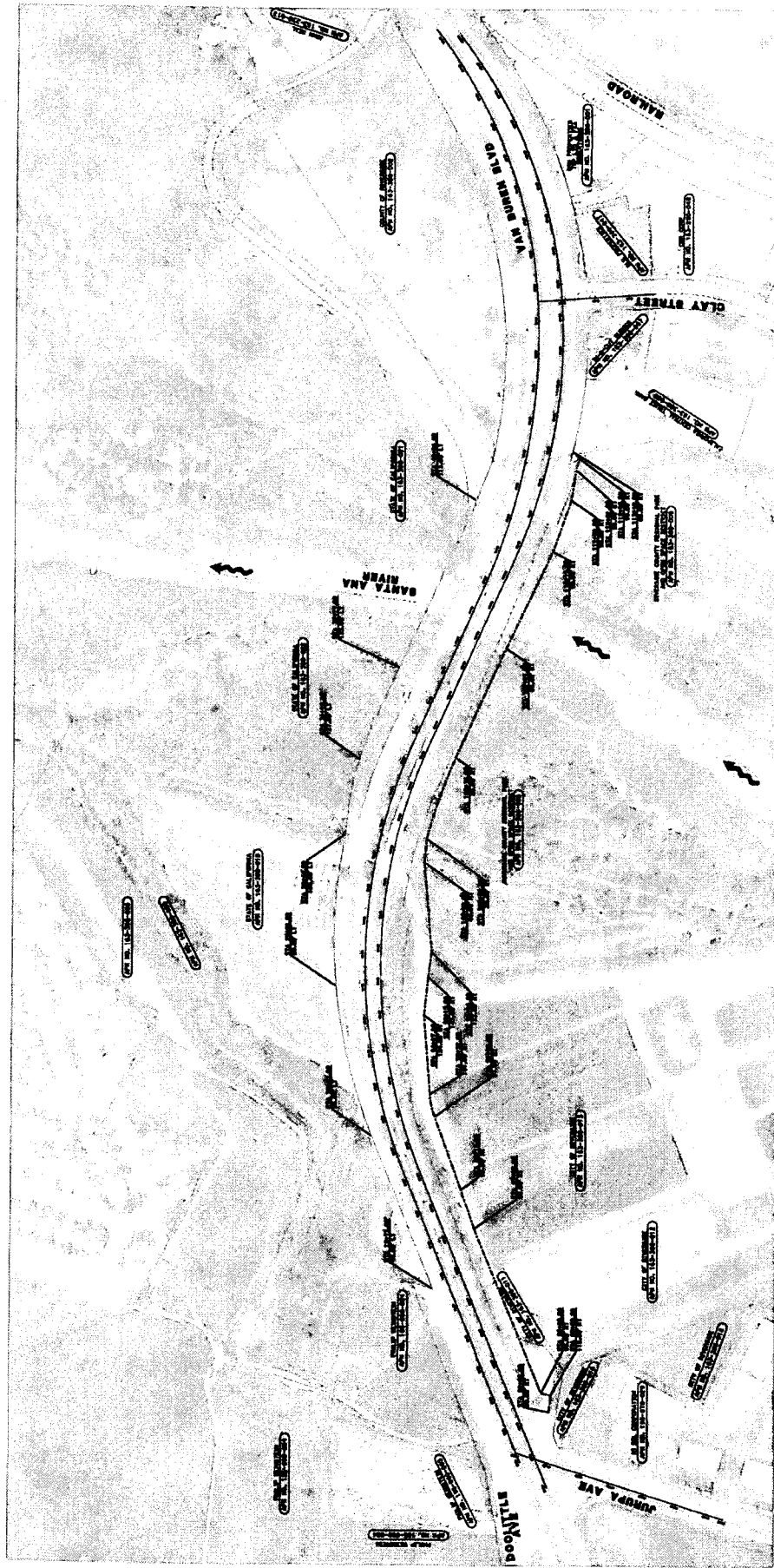
APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel


CO:jw
06/18/09
272TR
12.797

EXHIBIT "A"



LEGEND:
 - - - - - EXISTING
 ———— PROPERTY LINE
 - - - - - RIGHT-OF-WAY LIMITS



	DATE	MAY 2000
	SCALE	1" = 150'
PROJECT		VAN BUREN BOULEVARD RIGHT OF ENTRY