

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY *Samuel Wong* 7/21/10
 SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
 BY *Synthia M. Gunzel* 7-7-10
 SYNTHIA M. GUNZEL / Departmental Concurrence

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



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 July 29, 2010

SUBJECT: Right of Entry and Temporary Construction License Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Entry and Temporary Construction License Agreement for Parcel 0389-55A, within a portion of Assessor's Parcel Number 608-090-001, and authorize the Chairman of the Board to execute this document on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA for the Economic Development Agency, or designee, to execute any documents and administer all actions to complete this transaction; and

(Continued)

[Signature]
 Juan C. Perez, Director
 Transportation Department

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA
 By Lisa Brandl, Assistant Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$16,150	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY *[Signature]*
 Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.29 of 9/16/08

District: 4

Agenda Number:

3.36

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Authorize and allocate the sum of \$6,610 for the Right of Entry and Temporary Construction License Agreement for Parcel 0389-55A, within a portion of Assessor's Parcel Number 609-080-001, and \$9,540, to pay all related transaction costs associated with this transaction.

BACKGROUND:

The Miles Avenue and Clinton Street Widening Project (project) is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of Project, Project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements have already been completed.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk, and storm drain improvements. These improvements have already been completed.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drain improvements. These improvements are under construction.

The Economic Development Agency (EDA) has negotiated the acquisition of temporary rights for Parcel 0389-55A, within a portion of Assessor's Parcel Number 608-090-001, from the Desert Sands Unified School District for a price of \$6,610. There are costs of \$9,540, associated with this transaction. This property is one of eighteen properties located in Phase 2B of Project.

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

FINANCIAL DATA:

The following summarizes the funding necessary for the Right of Entry and Temporary Construction License for Parcel 0389-55A, within a portion of Assessor's Parcel Number 608-090-001:

Right of Entry/ Temporary Construction License	\$ 6,610
Preliminary Title Report:	\$ 0
Appraisal:	\$ 0
Acquisition Administration:	\$ 9,540
Total Estimated Acquisition Costs:	\$ 16,150

EDA has already covered the costs for diligence services (Preliminary Title Report and Appraisal). Since the rights sought are temporary in nature, there will be no escrows, thus there will be no escrow or recoding fees. The remaining cost will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

1 DESERT SANDS UNIFIED SCHOOL DISTRICT, A PUBLIC BODY, CORPORATE AND
2 POLITICAL, and

3 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

4 Project: MILES AVENUE & CLINTON STREET
5 APN: 608-090-001

6 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION LICENSE AGREEMENT

7 This Right of Entry and Temporary Construction License Agreement ("Agreement") is
8 made and entered into this 17th day of June, 2010, between DESERT SANDS
9 UNIFIED SCHOOL DISTRICT, A PUBLIC BODY, CORPORATE AND POLITICAL ("GRANTOR")
10 and COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("COUNTY").
11 GRANTOR and COUNTY are sometimes collectively referred to as "Parties."

12 RECITALS

13 A. WHEREAS, Grantor is the owner of certain real property identified as
14 Assessor's Parcel Number 608-090-001 shown in Exhibit "A" attached hereto and incorporated
15 herein by reference ("Property"); and has the right to grant to County permission to enter upon
16 and use the Property.

17 B. WHEREAS, County desires to obtain Grantor's permission to enter upon the
18 Property, on a temporary basis, for the limited purpose of planting eight (8) trees, subject to
19 the terms and conditions of this Agreement ("Work"), and a non-exclusive temporary
20 construction license, depicted on Exhibits "B" and "C" attached hereto and made a part hereof,
21 conferring upon County the right to enter upon and use a portion of the Property (the "License
22 Area") for the purpose of facilitating and accomplishing the construction of the Clinton Street
23 Road Widening Project ("Project").

24 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency
25 of which are hereby acknowledged, the Parties hereby agree as follows:

Article I. Agreement

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

2. Indemnification.

A. Grantor shall Indemnify and hold harmless the County, its Agencies,
Districts, Special Districts and Departments, their respective directors, officers, Board of
Supervisors, elected and appointed officials, employees, agents and representatives from any
liability resulting from the acts or omissions of Grantor, its officers, employees, contractors,
agents or representatives ("Grantor Parties") arising out of or in any way related to the use or
responsibilities in connection therewith of the Property or this Agreement, included but not

1 limited to property damages, bodily injury, or death or any other element of any kind or nature
2 whatsoever. Grantor shall defend, at its sole expense, all costs and fees including, but not
3 limited to attorney fees, cost of investigation, defense and settlement or awards, the County,
4 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
5 Board of Supervisors, elected and appointed officials, employees, agents and representatives
6 in any claim or action based upon such sole negligence.

7 B. County Shall: Indemnify, defend and hold Grantor, and its Governing
8 Board, agents, contractors, employees, principals, and officers ("Grantor Parties") harmless
9 from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and
10 expenses, including reasonable attorney's fees and costs, resulting from County's activities on
11 Grantor's Property for any purpose, including, but not limited to, construction of the Project,
12 except as to those liabilities attributable to the acts or omissions or willful misconduct of
13 Grantor, or the Grantor Parties. County shall defend, at its sole expense, all costs and fees
14 including, but not limited to attorney fees, cost of investigation, defense and settlement or
15 awards, the Grantor and Grantor Parties in any claim or action based upon such County
16 activities on the Property. County shall not allow any mechanic's lien to be recorded against
17 Grantor's Property. In the event such a lien is recorded against Grantor's Property, County
18 shall take all actions reasonably necessary to promptly obtain a release of the lien.

19 3. County shall:

20 A. Compensate Grantor Six Thousand Six Hundred Ten Dollars
21 (\$6,610.00) for the License (as defined below) conferred hereunder in accordance with the
22 terms hereof. This amount represents the total costs incurred in connection with granting the
23 License to County.

24 B. Install a retaining wall with forty-two (42) inch ornamental tubular
25 handrail, concrete wheel stops, and provide slope paving two (2) feet between the curb and
new back of sidewalk at County's sole cost as shown on Exhibit "D" attached hereto and made
a part hereof.

C. Install and replace the lawn area and irrigation system as shown on
Exhibit "E," attached hereto and made a part hereof.

D. Relocate monument sign lights shown on Exhibit "F," attached hereto
and made a part hereof.

E. Plant eight (8) twenty-four (24) inch box Acacia Aneura Mulga or Pinus
Eldarica trees on the Property with irrigation for each (location to be determined by Grantor) at
County's sole cost. Grantor shall notify County of the location for the planting of the trees by
July 1, 2010.

F. Insurance. Throughout the term of this Agreement, County and its
contractors, subcontractors, consultants or any other person permitted onto the Property on
behalf of County ("County Parties"), shall obtain and maintain the following insurance:

1 (1) Commercial General Liability and Property Damage. County agrees
2 that County Parties shall maintain in full force and effect throughout the term of this
3 Agreement a policy or policies of commercial general liability and property damage
4 insurance, insuring against all personal injury, property damage, or other loss or liability
5 caused by the County's use of the Property under this Agreement. Such insurance
6 shall be in amounts not less than One Million Dollars (\$1,000,000) for any one
7 occurrence (covering personal injury, bodily injury, liability, death and property
8 damage) and not less than Two Million Dollars (\$2,000,000) in the aggregate for any
9 one policy year.

6 (2) Automobile Insurance. County agrees that County Parties shall
7 maintain in full force and effect with regard to any vehicles which the County Parties
8 bring onto the Property a suitable policy or policies of automobile liability insurance with
9 a combined single limit of One Million Dollars (\$1,000,000). Said automobile insurance
10 shall cover all owned, non-owned, and hired vehicles used by County Parties in the
11 construction of the Project.

10 (3) Workers' Compensation Insurance. County Parties shall maintain
11 statutory workers' compensation insurance to meet all applicable requirements of the
12 laws of California, and employment practices liability insurance in limits of not less than
13 One Million Dollars (\$1,000,000) for any one occurrence (covering all of County
14 Parties' personnel).

13 (4) Notice; Additional Insureds. All insurance required under this
14 Agreement shall be issued as a primary policy and waive all rights of subrogation, and
15 contain an endorsement requiring thirty (30) days written notice from the insurance
16 company to both Parties hereto before cancellation or change in coverage, scope or
17 amount of any policy, and any insurance carried by Grantor shall be excess and non-
18 contributory. Grantor, its board members, officers, agents, employees and consultants
19 shall be designated as additional named insureds.

17 (5) Certificate of Insurance. Concurrently with the execution of this
18 Agreement and prior to entering onto the Property, County will provide Grantor with a
19 certificate(s) verifying such insurance and the terms described herein.

19 4. For valuable consideration, the receipt and sufficiency of which is hereby
20 acknowledged, Grantor hereby grants to County, its employees, agents, contractors, and
21 consultants:

21 A. A non-exclusive license to enter ("ROE") upon the Property at
22 reasonable times for the duration of the term for the limited purpose of performing the Work
23 under the following conditions:

23 (1) Except in an emergency, County shall provide Grantor with written
24 notice at least twenty-four (24) hours prior to entry upon the Property. Grantor shall
25 ensure that gates or locks upon the Property will be open for the County's entry.

1 (2) County will permit only licensed and responsible contractors,
2 consultants or other responsible individuals to enter upon the Property.

3 (3) Upon completion of the Work, and notwithstanding the Project
4 improvements, County shall promptly restore the Property to substantially the condition
5 it was in prior to commencing the Work including the repair or replacement of any and
6 all damage to the Property caused by County, reasonable wear and tear excepted.

7 (4) County agrees to promptly pay before delinquency for any and all labor
8 and materials expended or used in connection with the Work.

9 B. A non-exclusive temporary construction license ("License") upon, over
10 and across the License Area for the purposes as provided within this Agreement and to
11 provide ingress and egress to and from Clinton Street and the Property. The ROE and
12 License granted herein shall terminate upon termination or expiration of this Agreement
13 pursuant to Section 1 of Article II of this Agreement.

14 Article II. Miscellaneous

15 1. The term of this Agreement shall commence on the date this Agreement is
16 executed by all Parties hereto ("Effective Date"). This Agreement shall terminate four (4)
17 months after the date that Grantor receives a thirty (30) day written notice of commencement
18 of the Project and Work from the County in accordance with the notice provisions hereunder,
19 or up to completion of said Project, whichever shall be later, but in no event later than six (6)
20 months after commencement of the Project and Work. The term may be extended by mutual
21 agreement of the Parties.

22 2. Prior to any entry upon the Property for any of the purposes hereinabove set
23 forth, County shall notify the authorities in charge named below by written and/or oral notice at
24 least twenty-four (24) hours prior to commencement of entry and Work. County shall also
25 notify authorities in charge at least twenty-four (24) hours prior to cessation of Work.

Name: Steve Ricci
Project Manager
Desert Sands Unified School District
Address: 47950 Dune Palms Road
La Quinta, California 92253
Phone: (760) 777-4200

3. Any notice, payment or instrument, or other documents required or permitted to
be given or delivered may be given or delivered by personal delivery or by depositing the
same in any United States mail depository, first class postage prepaid, and addressed as
follows:

If to Grantor: Desert Sands Unified School District
47950 Dune Palms Road
La Quinta, California 92253-4400

1 If to County: County of Riverside
2 Economic Development Agency
3 Real Estate Division
4 3403 10th Street, Suite 500
5 Riverside, California 92501
6 Attention: Lorie G. Houghlan
7 Real Property Agent
8 Phone Number (951) 955-9276
9 Fax: (951) 955-4837
10 E-mail address: loughlan@rivcoeda.org

11 Or such other person or address as either party may direct in writing to the other, provided,
12 however, that such new or different person or address shall not become effective until
13 acknowledged in writing by the party to who directed. Except where service is by personal
14 delivery or by registered or certified mail, return receipt requested, service of any instrument or
15 writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail
16 depository.

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

22 5. County shall, in all activities undertaken pursuant to this Agreement, comply
23 and cause its contractors, agents, and employees to comply with all federal, state, and local
24 laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without
25 limiting the generality of the foregoing, County, at its sole cost and expense, shall obtain any
and all permits which may be required by any law, regulation or ordinance, including
compliance with Title 24 of the California Code of Regulations and design approval by the
Division of the State Architect where necessary, for any activities County desires to conduct or
have conducted pursuant to this Agreement.

6. Grantor and its representatives, employees, agents or independent contractors
may enter and inspect the Property or any portion thereof or any improvements thereon at any
time and from time to time at reasonable times to verify County's compliance with the terms
and conditions of this Agreement.

7. Reasonable access to the Property and the License Area shall be maintained
by the County at all times during the term of this Agreement.

8. The Work will commence when students will not be present on the Property
such that the County employees, agents, contractors and subcontractors will have limited to
no contact with pupils. County shall comply with Education Code section 45125.2 with respect
to all of County's employees, agents, contractors and subcontractors who enter onto the
Property for any reason, at any time.

9. It is expressly understood that this Agreement is not exclusive and does not in

1 any way whatsoever grant or convey any permanent easement, lease, fee or other real
2 property interest in the Property to County.

3 10. County shall protect the Property, including all improvements and the natural
4 resources thereon, at all times at County sole cost and expense, and County shall strictly
5 adhere to the following restrictions:

6 A. County may not place or dump garbage, trash or refuse anywhere upon
7 or within the Property, except for self-contained trash receptacles that are maintained to
8 Grantor's satisfaction by County;

9 B. County may not commit or create, or suffer to be committed or created,
10 any waste, hazardous condition and/or nuisance to occur upon the Property;

11 C. County may not cut, prune or remove any native trees or brush upon the
12 Property, unless mutually agreed by the Parties;

13 D. County must exercise due diligence in the protection of the Property
14 against damage or destruction by fire, vandalism or other cause.

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

19 11. County shall, or cause its contractors or subcontractors to take any and all
20 other necessary and reasonable steps to protect the public from harm due to the Work.

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

13. The titles and headings of Sections and Paragraphs of this Agreement, as
herein set forth, have been inserted for the sake of convenience only, and are not to be taken,
deemed or construed to be any part of the terms, covenants or conditions of this Agreement,
or to control, limit or modify any of the terms, covenants or conditions hereof.

14. The undersigned represents that it has the authority to, and does, bind the
person or entity on whose behalf and for whom it is signing this Agreement and the attendant
documents provided for herein, and this Agreement and said additional documents are,
accordingly, binding on said person or entity.

15. This Agreement shall not, nor shall any interest herein be assigned,
mortgaged, hypothecated, or transferred by County, whether voluntary or involuntary or by

1 operation of law, nor shall County let or sublet or grant any license of permit with respect to the
2 use and occupancy of the Property or any portion thereof.

3 16. This Agreement and the provisions contained herein shall be binding upon and
4 inure to the benefit of Grantor, County, and their respective heirs, executors, administrators,
5 personal representatives, successors and assigns.

6 17. If any term, covenant, condition or provision of this Agreement is held by a court
7 of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the
8 provisions herein shall remain in full force and effect and shall in no way affect, impair or
9 invalidate any other terms, covenant, condition or provision contained in the Agreement.

10 18. Each of the Parties hereto shall execute and deliver any and all additional
11 papers, documents or other assurances and shall do any and all acts and things reasonably
12 necessary in connection with the performance of their obligations hereunder and to carry out
13 the intent of the Parties hereto.

14 19. Grantor, its assigns and successors in interest shall be bound by all the terms
15 and conditions contained in this Agreement, and all the parties thereto shall be jointly and
16 severally liable thereunder.

17 20. Time is of the essence of this Agreement. Failure to comply with any
18 requirement, including but not limited to any time requirement, of this Agreement shall
19 constitute a material breach of this Agreement.

20 21. Subject to any other provision stated herein, in any action or proceeding
21 between the Parties hereto seeking interpretation or enforcement of any of the terms and
22 provision of this Agreement or in connection with the License Area, each Party shall bear its
23 own attorney's fees and other expenses in connection with such action or proceeding.

24 22. This Agreement will be governed and construed by the laws of the State of
25 California.

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

28 [SIGNATURES ON NEXT PAGE]

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the
2 date as indicated below each Party's signature.

3 Dated this 17th day of June, 2010

4 **GRANTOR:**

5 DESERT SANDS UNIFIED SCHOOL DISTRICT,
6 a Public Body, Corporate and Politic

7 By: Cindy McDaniel
8 Cindy McDaniel
9 Its: Assistant Superintendent
10 Business Services

11 **COUNTY:**

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

14 By: _____
15 Marion Ashley, Chairman
16 Board of Supervisors

17 **ATTEST:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: _____
21 Deputy

22 **APPROVED AS TO FORM:**
23 Pamela J. Walls
24 County Counsel

25 By: _____
Synthia M. Gunzel
Deputy County Counsel

LGH:ra
060810
243TR
12.990

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the
2 date as indicated below each Party's signature.

3
4 Dated this _____ day of _____, 2010

5 **GRANTOR:**

6 DESERT SANDS UNIFIED SCHOOL DISTRICT,
7 a Public Body, Corporate and Politic

8 By: _____

9 Its: _____

10 **COUNTY:**

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

13 By: _____

14 Marion Ashley, Chairman
15 Board of Supervisors

14 **ATTEST:**

15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: _____
18 Deputy

19 **APPROVED AS TO FORM:**

20 Pamela J. Walls
21 County Counsel

22 By: Synthia M. Gunzel
23 Synthia M. Gunzel
24 Deputy County Counsel

25
LGH:ra
060810
243TR
12.990

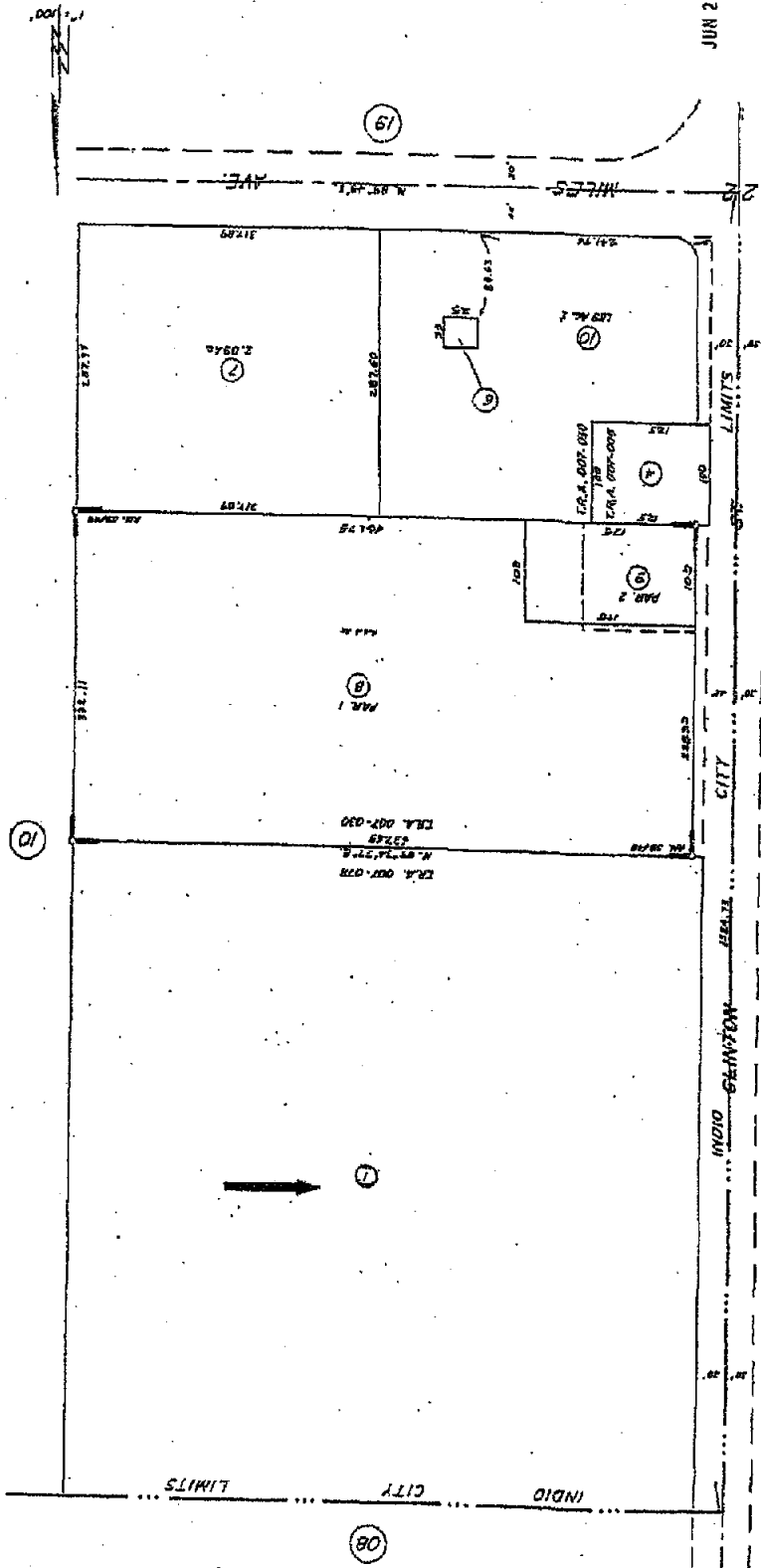
EXHIBIT "A"

JUN 23 1995

615-91
T.R.A. 802-888
802-050
802-078
608-09

POR. NE 1/4 SEC. 22 T.5S. R.7E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



PARCEL NO.	ACRES	AREA	PERCENTAGE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

P.M. 89-48-49 Parcel No. 13180

ASSESSOR'S MAP P.M. 809 F.G. 08
RIVERSIDE COUNTY, CALIF.

NOV. 1989 J.P.H.

90

90

08

01

61

EXHIBIT "B"

LEGAL DESCRIPTION

CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. 0389-55A

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of a Grant Deed recorded May 8, 1998 as Instrument No. 183256, Official Records, County of Riverside, (located in the northwest quarter of the southwest quarter of the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian) more particularly described as follows:

COMMENCING at the intersection of the centerline of Clinton Street and the westerly prolongation of the southerly line of said deed, as shown on Parcel Map No. 13180, shown on a map thereof filed in Book 59, Pages 48 and 49 of Parcel Maps, in the Office of the County Recorder of said Riverside County;

thence along said westerly prolongation and said southerly line, North 89°34'37" East 58.86 feet to the **TRUE POINT OF BEGINNING**, said point being on the easterly line of that certain "Public Road and Utility Easement" rec. 06/19/2009 as Instrument No. 2009 - 0313433;

thence generally along the easterly line of said "Public Road and Utility Easement" through the following courses North 44°29'22" East 11.44 feet;

thence North 00°02'07" West 38.93 feet;

thence North 43°04'01" West 8.00 feet;

thence North 66°43'40" West 12.82 feet, to a point on a line parallel with and 50.00 feet easterly of said centerline of Clinton street;

thence along said parallel line North 00°23'20" West 139.81 feet;

thence leaving said parallel line North 44°21'35" East 23.90 feet;

thence North 00°06'12" West 29.37 feet;

thence North 45°20'35" West 7.03 feet to a point on a line parallel with and 62.00 feet easterly of said centerline of Clinton street;

thence along said parallel line North 00°23'20" West 226.72 feet;

EXHIBIT "B"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-55A

thence leaving said parallel line North 68°28'18" East 7.46 feet;

thence North 47°19'55" East 8.00 feet to a point on a line parallel with and 74.88 feet easterly of said centerline of Clinton street;

thence along said parallel line North 00°23'20" West 58.90 feet;

thence leaving said parallel line South 89°36'41" West 8.99 feet;

thence North 46°19'15" West 23.61 feet to a point on a non-tangent curve concave westerly and having a radius of 1839.00 feet, a radial line of said curve from said point bears South 87°39'22" West;

thence along said curve southerly 51.77 feet through a central angle of 01°36'47", a radial line of said curve from said point bears South 86°02'35" West;

thence non-tangent from said curve North 42°00'19" East 24.44 feet;

thence North 02°01'56" West 18.02 feet;

thence South 87°58'04" West 3.08 feet;

thence North 02°01'56" West 10.13 feet;

thence North 01°18'16" West 5.58 feet to a point on the northerly line of said deed;

thence leaving the easterly line of said "Public Road and Utility Easement" and along said northerly line, North 89°26'16" East 20.36 feet;

thence leaving said northerly line South 00°52'24" East 31.77 feet;

thence South 42°18'35" West 33.65 feet to a point on a non-tangent curve concave westerly and having a radius of 2212.81 feet, a radial line of said curve from said point bears South 86°18'59" West;

thence along said curve southerly 41.71 feet through a central angle of 01°04'48", a radial line of said curve from said point bears South 87°23'47" West;

thence non-tangent from said curve South 46°26'46" East 35.07 feet to a point on a line parallel with and 84.00 feet easterly of said centerline Clinton street;

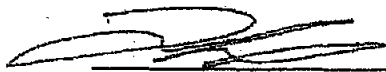
EXHIBIT "B"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-55A

thence along said parallel line, South 00°23'20" East 75.94 feet;
thence leaving said parallel line, South 32°18'27" West 22.21 feet, to a point on a line parallel with and 72.00 feet easterly of said centerline Clinton street;
thence along said parallel line, South 00°23'20" East 232.77 feet;
thence leaving said parallel line, South 44°13'08" West 18.21 feet;
thence South 00°22'47" East 140.34 feet;
thence South 66°43'40" East 26.14 feet;
thence South 00°00'59" East 49.03 feet to the Southerly line of said deed;
thence along said southerly line South 89°34'37" West 23.95 feet, to the southwest corner of said deed, and the TRUE POINT OF BEGINNING.

CONTAINING: 7,384 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by
me or under my direction.



Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 3-4-2008



RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: February 6, 2008

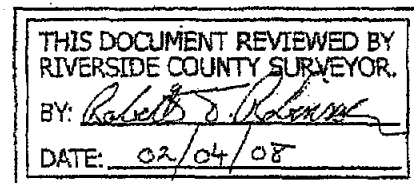
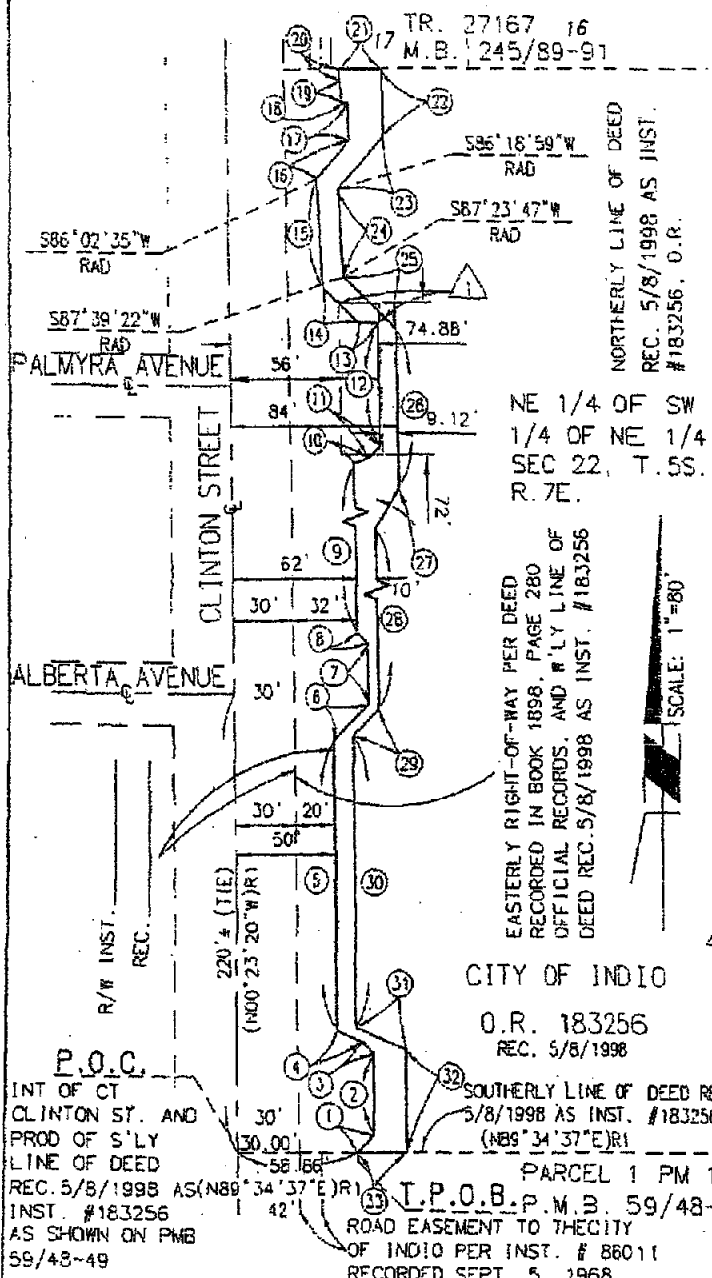


EXHIBIT "C"

INDICATES T.C.
EASEMENT: 7,394.00 +/- S.F

FLAT TEMPORARY CONSTRUCTION EASEMENT



DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N44° 29' 22" E	--	11.44'
2	N00° 02' 07" W	--	38.93'
3	N43° 04' 01" W	--	8.00'
4	N68° 43' 40" W	--	12.82'
5	N00° 23' 20" W	--	139.81'
6	N44° 21' 35" E	--	23.90'
7	N00° 06' 12" W	--	29.37'
8	N45° 20' 35" W	--	7.03'
9	N00° 23' 20" W	--	226.72'
10	N68° 28' 18" E	--	7.46'
11	N47° 19' 55" E	--	8.00'
12	N00° 23' 20" W	--	58.90'
13	S89° 36' 41" W	--	8.99'
14	N48° 19' 15" W	--	23.61'
15	01° 36' 47" W	1839.00'	51.77'
16	N42° 00' 19" E	--	24.44'
17	N02° 01' 56" W	--	18.02'
18	S87° 58' 04" W	--	3.08'
19	N02° 01' 56" W	--	10.13'
20	N01° 18' 16" W	--	5.58'
21	(N89° 26' 16" E) R1	--	20.36'
22	S00° 52' 24" E	--	31.77'
23	S42° 18' 35" W	--	33.65'
24	01° 04' 48" W	2212.81'	41.71'
25	S46° 26' 46" E	--	35.07'
26	S00° 23' 20" E	--	75.94'
27	S32° 18' 27" W	--	22.21'
28	S00° 23' 20" E	--	232.77'
29	S44° 13' 08" W	--	16.21'
30	S00° 22' 47" E	--	140.34'
31	S66° 43' 40" E	--	26.14'
32	S00° 00' 59" E	--	49.03'
33	(S89° 34' 37" W) R1	--	23.95'

R1 - DENOTES RECORD DATA PER PM. 13180, P.M.B. 59/48-49

INDICATES 72' WIDE EASEMENT TO THE CITY OF INDIO RECORDED AUGUST 21, 2002 AS INST. NO. 462732 OFFICIAL RECORDS FOR INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert J. Robinson*
DATE: 02/04/08

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0328-55A

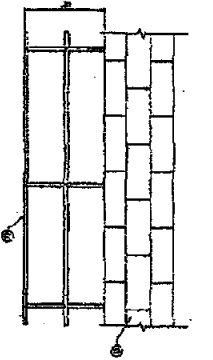
PLAT TO ACCOMPANY A LEGAL
DESCRIPTION FOR MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT



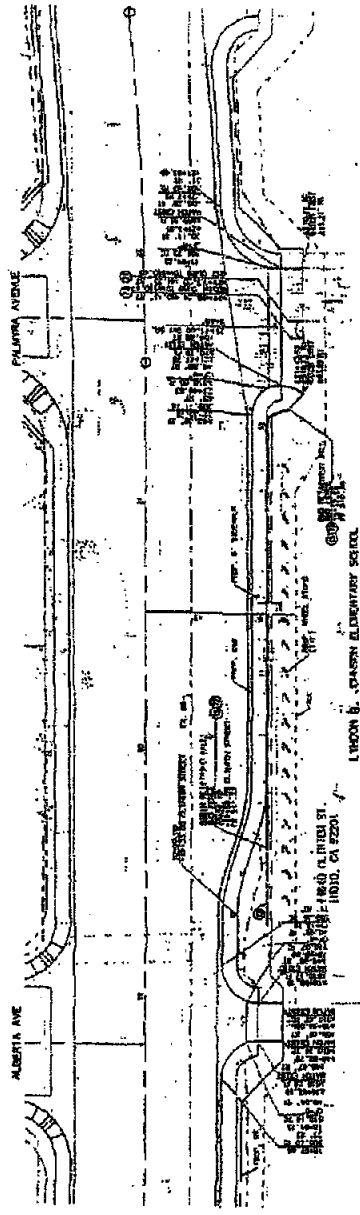
SHEET 1 OF 1 SHEET
RBF PLANNING & DESIGN & CONSTRUCTION
76-120 COUNTRY CLUB DRIVE SUITE 200
PALM DESERT, CALIFORNIA 92260-1856
760.346.7481 • FAX 760.346.8025 • www.RBF.com
DATE: FEBRUARY 6, 2008 JN: 20-100220-55A

EXHIBIT "D"

1. CONSTRUCTION NOTES
 2. SEE PLAN FOR LOCATION OF ALL STRUCTURES
 3. SEE PLAN FOR LOCATION OF ALL UTILITIES
 4. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED DRIVEWAYS
 5. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED SIDEWALKS
 6. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED CURBS
 7. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED DRIVEWAY CURBS
 8. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED DRIVEWAY SIDEWALKS
 9. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED DRIVEWAY CURBS AND SIDEWALKS
 10. SEE PLAN FOR LOCATION OF ALL EXISTING AND PROPOSED DRIVEWAY CURBS AND SIDEWALKS



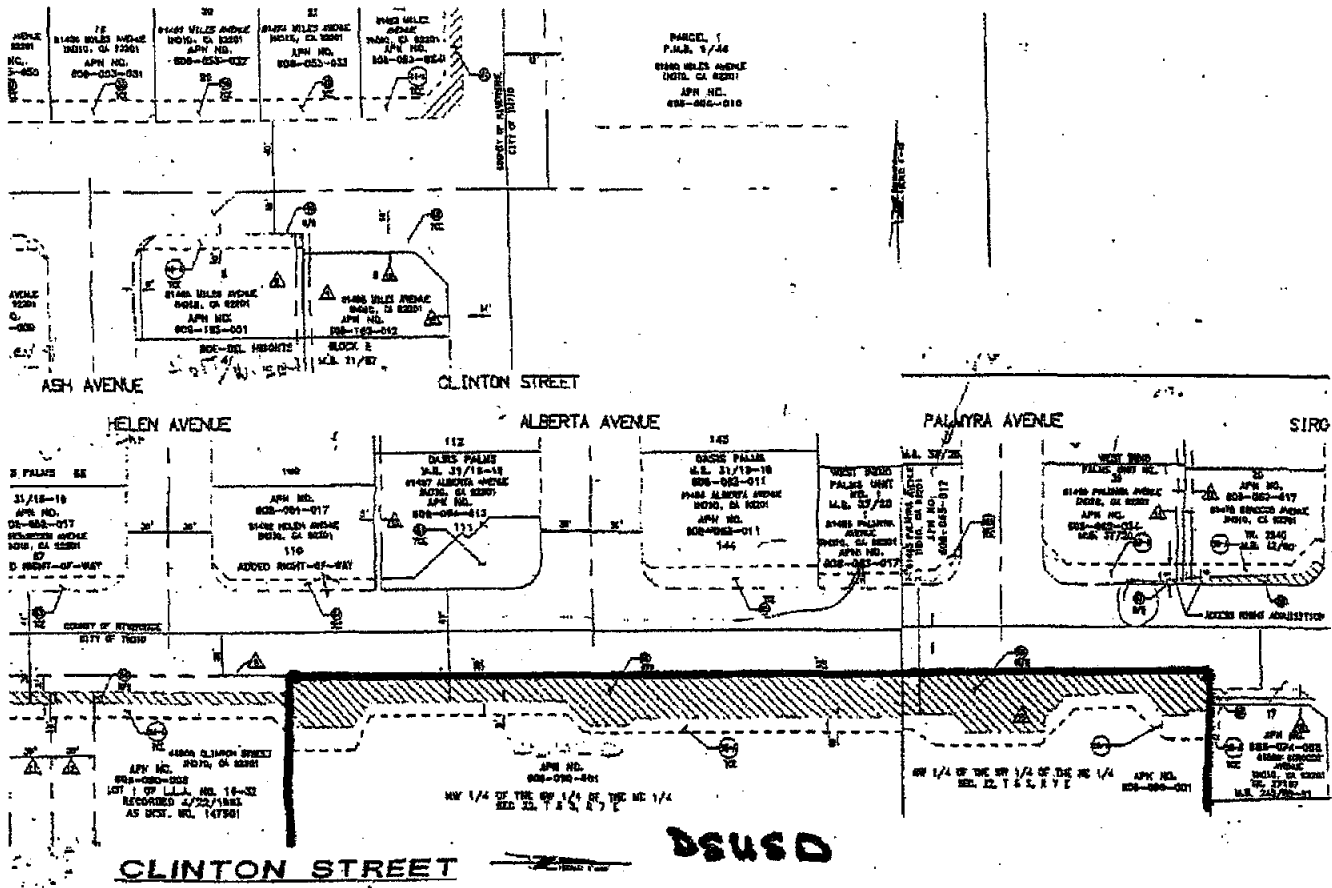
TYPICAL SECTION



CLINTON STREET

COUNTY OF MERCED PUBLIC WORKS DEPARTMENT PROJECT NO. 1-1 PROJECT NAME LRU ELEMENTARY SCHOOL PROPOSED IMPROVEMENTS	
GREG A. WAGER MECHANICAL ENGINEER 1000 J STREET SACRAMENTO, CALIF. 95811	
DATE: 10/1/79 SCALE: AS SHOWN SHEET NO. 1-1 TOTAL SHEETS: 1-1	

EXHIBIT "E"



AREA	REPRODUCTION
1	ORIGINAL
2	REPRODUCTION
3	REPRODUCTION
4	REPRODUCTION
5	REPRODUCTION
6	REPRODUCTION
7	REPRODUCTION
8	REPRODUCTION
9	REPRODUCTION
10	REPRODUCTION
11	REPRODUCTION
12	REPRODUCTION
13	REPRODUCTION
14	REPRODUCTION
15	REPRODUCTION
16	REPRODUCTION
17	REPRODUCTION
18	REPRODUCTION
19	REPRODUCTION
20	REPRODUCTION

LEGEND

- SOLID LINE: EXISTING BOUNDARY
- DASHED LINE: PROPOSED BOUNDARY
- DOTTED LINE: EXISTING RIGHT-OF-WAY
- DASHED LINE: PROPOSED RIGHT-OF-WAY
- SOLID LINE: EXISTING EASEMENT
- DASHED LINE: PROPOSED EASEMENT
- SOLID LINE: EXISTING UTILITY
- DASHED LINE: PROPOSED UTILITY
- SOLID LINE: EXISTING CURB
- DASHED LINE: PROPOSED CURB
- SOLID LINE: EXISTING DRIVE
- DASHED LINE: PROPOSED DRIVE
- SOLID LINE: EXISTING SIDEWALK
- DASHED LINE: PROPOSED SIDEWALK
- SOLID LINE: EXISTING BIKEWAY
- DASHED LINE: PROPOSED BIKEWAY
- SOLID LINE: EXISTING TRAIL
- DASHED LINE: PROPOSED TRAIL
- SOLID LINE: EXISTING FENCE
- DASHED LINE: PROPOSED FENCE
- SOLID LINE: EXISTING WALL
- DASHED LINE: PROPOSED WALL
- SOLID LINE: EXISTING GATE
- DASHED LINE: PROPOSED GATE
- SOLID LINE: EXISTING SIGN
- DASHED LINE: PROPOSED SIGN
- SOLID LINE: EXISTING LIGHT
- DASHED LINE: PROPOSED LIGHT
- SOLID LINE: EXISTING UTILITY POLE
- DASHED LINE: PROPOSED UTILITY POLE
- SOLID LINE: EXISTING UTILITY TOWER
- DASHED LINE: PROPOSED UTILITY TOWER
- SOLID LINE: EXISTING UTILITY STRUCTURE
- DASHED LINE: PROPOSED UTILITY STRUCTURE
- SOLID LINE: EXISTING UTILITY EQUIPMENT
- DASHED LINE: PROPOSED UTILITY EQUIPMENT
- SOLID LINE: EXISTING UTILITY CONDUIT
- DASHED LINE: PROPOSED UTILITY CONDUIT
- SOLID LINE: EXISTING UTILITY MANHOLE
- DASHED LINE: PROPOSED UTILITY MANHOLE
- SOLID LINE: EXISTING UTILITY VALVE
- DASHED LINE: PROPOSED UTILITY VALVE
- SOLID LINE: EXISTING UTILITY BOX
- DASHED LINE: PROPOSED UTILITY BOX
- SOLID LINE: EXISTING UTILITY ENCLOSURE
- DASHED LINE: PROPOSED UTILITY ENCLOSURE
- SOLID LINE: EXISTING UTILITY STRUCTURE
- DASHED LINE: PROPOSED UTILITY STRUCTURE
- SOLID LINE: EXISTING UTILITY EQUIPMENT
- DASHED LINE: PROPOSED UTILITY EQUIPMENT
- SOLID LINE: EXISTING UTILITY CONDUIT
- DASHED LINE: PROPOSED UTILITY CONDUIT
- SOLID LINE: EXISTING UTILITY MANHOLE
- DASHED LINE: PROPOSED UTILITY MANHOLE
- SOLID LINE: EXISTING UTILITY VALVE
- DASHED LINE: PROPOSED UTILITY VALVE
- SOLID LINE: EXISTING UTILITY BOX
- DASHED LINE: PROPOSED UTILITY BOX
- SOLID LINE: EXISTING UTILITY ENCLOSURE
- DASHED LINE: PROPOSED UTILITY ENCLOSURE

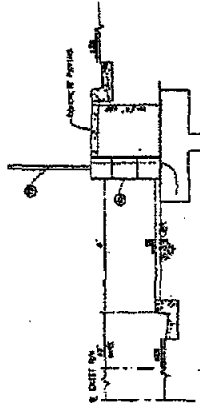
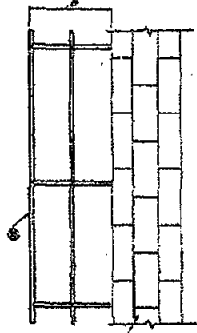
REF
COUNTY OF ALBERTA AND CITY OF BIRCH
MILES AVENUE AND CLINTON ST
RIGHT-OF-WAY
REQUIREMENT MAP

DATE: 10/12/2018
DRAWN BY: [Name]
CHECKED BY: [Name]

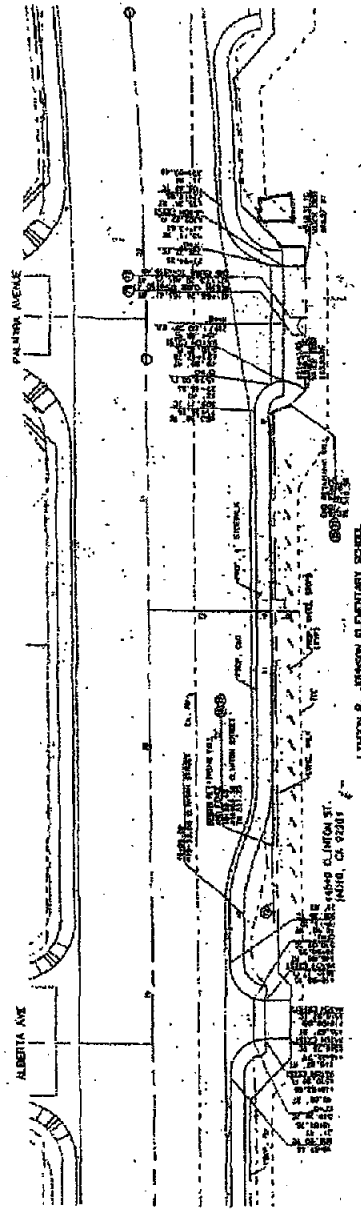
APN NO.	APN NO.	APN NO.	APN NO.	APN NO.
808-091-011	808-091-012	808-091-013	808-091-014	808-091-015
808-091-016	808-091-017	808-091-018	808-091-019	808-091-020

EXHIBIT "F"

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



INTERNAL SECTION
 SECTION THROUGH WALL
 AND FOUNDATION



LYNDON B. JOHNSON ELEMENTARY SCHOOL

CLINTON STREET

RBF CONSULTING 1000 N. GARDEN ST. SUITE 100 ANAHEIM, CA 92810 (714) 771-1111 WWW.RBFCONSULTING.COM		SHEET NO. 1 OF 1
PROJECT: CLINTON STREET COUNTY OF INDIAN LEU ELEMENTARY SCHOOL PROPOSED IMPROVEMENTS		DATE: 10/1/11 SCALE: AS SHOWN
DESIGNER: RBF CONSULTING CHECKED: [Signature] APPROVED: [Signature]		DATE: 10/1/11 SCALE: AS SHOWN

