

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

824  
A



**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**  
November 23, 2010

**SUBJECT:** Temporary Construction Easement Deed for the Miles Avenue and Clinton Street Road Improvement Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Temporary Construction Easement Deed for a portion of Assessor's Parcel Number 608-052-017 and authorize the Chairman of the Board of Supervisors to execute this document on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to execute any documents and administer all actions to complete this transaction; and

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 5,300	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

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

**SOURCE OF FUNDS:** Transportation Uniform Mitigation Fee (TUMF),  
Coachella Valley Association of Governments (CVAG) 100%

<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

BY:

Jennifer Sargent

Policy ☒

Policy ☒

Consent ☐

Consent ☐

Dep't Recomm.: ☐

Per Exec. Ofc.: ☐

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

District: 4

Agenda Number:

3.43

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY: Samuel Wong 11/22/10  
FORM APPROVED COUNTY COUNSEL  
BY: Cynthia M. Gunzel 11-1-10  
DATE

**RECOMMENDED MOTION:** (Continued)

3. Authorize and allocate the sum of \$4,000 for a temporary construction easement of a portion of Assessor's Parcel Number 608-052-017 and \$1,300 to pay all related transaction costs.

**BACKGROUND:**

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

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

Phase 2A widened Miles Avenue between Madison Street and Clinton Street to four lanes and constructed curb, gutter, sidewalk, and storm drain improvements within the existing right-of-way. These improvements have 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 currently under construction.

The Economic Development Agency (EDA) has negotiated the acquisition of a temporary construction easement of a portion of Assessor's Parcel Number 608-052-017 from Martha Roberson for the price of \$4,000. There are costs of \$1,300 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

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

**FINANCIAL DATA:** (Commences on Page 3)

**FINANCIAL DATA:**

The following summarizes the funding necessary for the temporary construction easement of a portion of Assessor's Parcel Number 608-052-017.

Temporary Construction Easement:	\$ 4,000
Preliminary Title Report:	\$ 0
Appraisal:	\$ 0
Administration Costs:	\$ 1,300
Total Estimated Costs:	\$ 5,300

EDA has already covered the costs for diligence services (Preliminary Title Report and Appraisal) and has been reimbursed by the Transportation Department. 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 2010/2011. Thus, no net county cost will be incurred as a result of this transaction.

Recorded at request of and return to:  
Department of Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 Tenth Street, Suite 500  
Riverside, California 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)

11.713\091310\243TRLGHra

(Space above this line reserved for Recorder's use)

PROJECT: MILES AVENUE & CLINTON STREET  
PARCEL: 0389-63A  
APN: 608-052-017 (portion)

# TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Martha Roberson, an unmarried woman ("Grantor" herein),

Hereby GRANTS AND CONVEYS to the

COUNTY OF RIVERSIDE, a political subdivision ("Grantee" herein),  
and its successors and assigns,

A Temporary Non-exclusive Construction Easement for construction of a road improvement project by the Grantee (the "Road" herein), in, on, and along the real property situated in the County of Riverside, State of California, identifying a portion or portions of Assessor's Parcel Number 608-052-017 referenced as Parcel 0389-63A and described on Exhibits "A" and "B" attached hereto and made a part hereof.

Other terms of Temporary Construction Easement Deed (hereinafter, the "Deed"):

1.1 County shall pay to the order of Grantor the sum of Four Thousand Dollars (\$4,000) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

2.1 The temporary construction easement, used during construction of the project consists of approximately one thousand sixty (1,060) square feet referenced as Parcel 0389-63A and described on Exhibits "A" and "B attached hereto and made a part hereof.

3.1 The rights granted herein may be exercised for four (4) months commencing on the date that the thirty (30) day written notice by County is delivered to Grantor in accord to the notice provision herein, and concludes at the end of four months of the grant of the easement, or the conclusion of the project, whichever shall be later.

3.2 The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by Grantee, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with Grantee, its successors and assigns, wherever and whenever necessary for the purpose of constructing the Road. Grantee agrees not to damage Grantor's property in the process of performing such activities.

3.3 Reasonable access to Grantor's property across the Temporary Construction Easement shall be maintained by the Grantee at all times during the term of this Easement.

3.3 At the expiration of the Temporary Construction Easement term, Grantee shall quitclaim its interest in such property to Grantor or Grantor's successor.

3.4 At the termination of the period of use of Grantor's land by Grantee, but before its relinquishment to Grantor, debris generated by Grantee's use will be removed and the surface will be graded and left in a neat condition.

4.1 It is mutually understood and agreed by and between the parties hereto that the right to enter upon and use Grantor's land includes the right to remove and dispose of real and personal property located thereon.

5.1 Grantor shall be held harmless from all claims of third persons arising from the use by Grantee of Grantors' land.

5.2 Grantor hereby warrants that they are the owners of the property described above and that they have the right to grant County permission to enter upon and use the land.

5.3 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:

Martha Roberson  
PO Box 1463  
Indio, CA 92202

If to County:

COUNTY OF RIVERSIDE  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501  
Attention: Lorie G. Houghlan  
Real Property Agent  
Phone Number: (951) 955-9276  
Fax: (951) 955-4837  
E-mail address: Loughlan@rivcoeda.org

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

5.4 Each Grantor and County affixing his or her signature to this Temporary Construction Easement Deed warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions, and provisions therein, that his or her respective party has the full legal right, power, capacity and authority to enter into this Deed and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

5.5 The titles and headings of Sections and Paragraphs of this Temporary Construction Easement Deed, 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 Easement, or to control, limit or modify any of the terms, covenants or conditions hereof.

5.6 This Temporary Construction Easement Deed entered into between the parties dated \_\_\_\_\_, contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Deed shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Grantor and County. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modified this Deed, signed by all of the parties hereto. No provision contained shall be construed against the County solely because it prepared this Deed in its executed form.

5.7 This Deed and the provisions contained herein shall be binding upon and inure to the benefit of Grantor, County, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

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

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

5.10 Grantor, their assigns and successors in interest shall be bound by all the terms and conditions contained in this Deed, and all the parties thereto shall be jointly and severally liable thereunder.

5.11 Time is of the essence of this Deed. Failure to comply with any requirement, including but not limited to any time requirement, of this Deed shall constitute a material breach of this Deed.

5.12 Subject to any other provision stated herein, in any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms and provision of this Deed or in connection with the Easement Area, the prevailing party in such action or proceeding shall be entitled to have and to recover from the other party its reasonable attorney's fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court cost.

5.13 This Deed shall not take effect until the Board of Supervisors has approved and executed all documents.

**GRANTOR:**

Dated: \_\_\_\_\_

By: Martha Roberson  
Martha Roberson

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Marion Ashley, 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



STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

)  
)ss.  
)

On September 16, 2010, before me, LORIE G. HOUGHLAN, a Notary Public personally appeared MARTHA ROBERSON, 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.

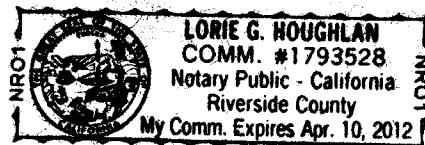
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature

Lorie G. Houghlan

[SEAL]



#### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the Grantee consents to the recordation thereof by its duly authorized officer.

Date \_\_\_\_\_

By: \_\_\_\_\_

Robert Field  
Assistant County Executive Officer/EDA

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**CLINTON STREET  
TEMPORARY CONSTRUCTION EASEMENT  
PARCEL NO. 0389-63A**

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of Lot 67 of Oasis Palms, as shown on a map thereof filed in Book 31, Pages 18 and 19 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

**BEGINNING** at the southeast corner of said Lot 67, also being the westerly right-of-way line of said Clinton Street (30.00' feet in westerly half width);

thence along the easterly line of said lot North 00°21'30" West 93.59 feet to the beginning of a tangent curve concave southwesterly and having a radius of 20.00 feet, said curve being the northeasterly line of said Lot 67;

thence along said northeasterly line and said curve northerly 20.94 feet through a central angle of 60°00'00";

thence non-tangent from said curve South 00°21'30" East 110.86 feet to the southerly line of said Lot 67;

thence along said southerly line North 89°54'35" East 10.00 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 1058.49 Square Feet, more or less.

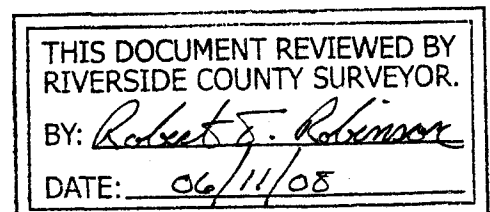
**EXHIBIT "B"** attached and by this reference made a part hereof.

This description was prepared by  
me or under my direction.

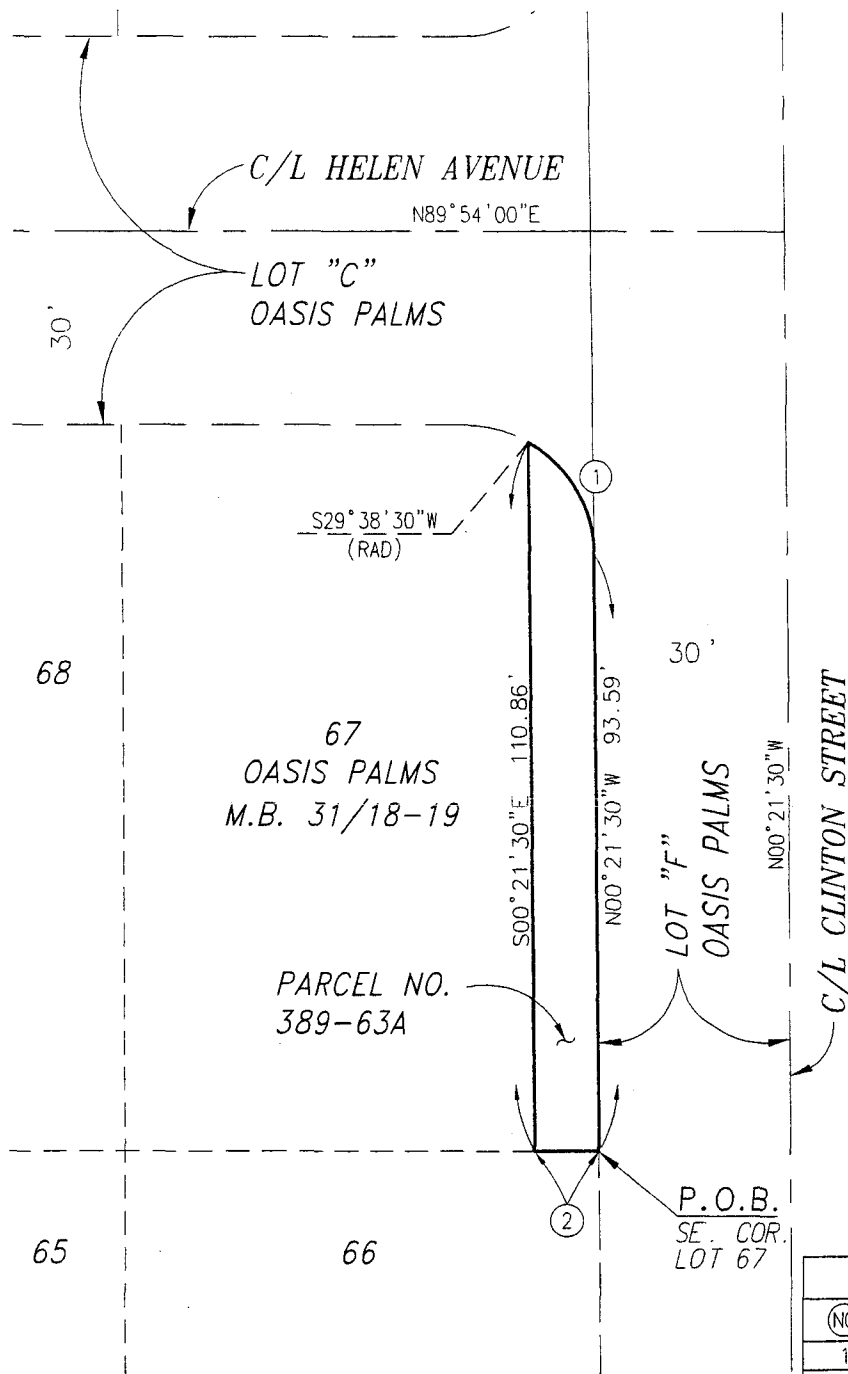


Levi David Cox, P.L.S. 7930  
My license expires 12/31/09.

Date: 5/2/2008



**EXHIBIT "B"**  
**PLAT**  
**CLINTON STREET**  
**TEMPORARY CONSTRUCTION EASEMENT**



SCALE: 1"=30'

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

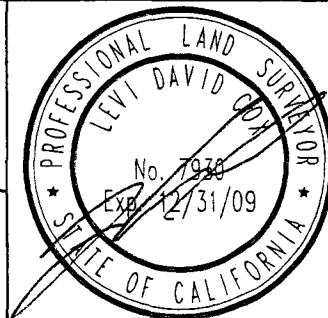
BY: Robert J. Rahmeyer

DATE: 06/11/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	60° 00' 00"	20.00'	20.94'
2	N89° 54' 35"E	--	10.00'

NORTHWEST QUARTER OF SECTION 22  
TOWNSHIP 5 SOUTH, RANGE 7 EAST,  
SAN BERNARDINO MERIDIAN  
PARCEL NO. 0389-63A

PLAT TO ACCOMPANY A LEGAL  
DESCRIPTION FOR CLINTON STREET  
TEMPORARY CONSTRUCTION EASEMENT.



SHEET 1 OF 1 SHEET

**RBF**  
CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

74-130 COUNTRY CLUB DRIVE, SUITE 201  
PALM DESERT, CALIFORNIA 92260-1655  
760.346.7481 • FAX 760.346.8315 • [www.RBF.com](http://www.RBF.com)

DATE: APRIL 30, 2008      JN: 20-100220-63A