

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

623A



**FROM:** Economic Development Agency / Facilities Management and Transportation Department

**SUBMITTAL DATE:**

April 19, 2012

**SUBJECT:** Temporary Construction Easement Agreement for the Magnolia Avenue Grade Separation Project – Home Gardens

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

1. Approve the attached Temporary Construction Easement Agreement for Parcel 0784-011A within a portion of Assessor's Parcel Number 135-220-035;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and

(Continued)


  
\_\_\_\_\_  
Juan C. Perez, Director  
Transportation Department

  
\_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 20,100	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

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

<b>SOURCE OF FUNDS:</b> Proposition 1B	<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  
BY:   
\_\_\_\_\_  
County Executive Office Signature Jennifer L. Sargent

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

**Prev. Agn. Ref.:** \_\_\_\_\_ **District:** 1/1 **Agenda Number:** 3.17

**RECOMMENDED MOTION:** (Continued)

4. Authorize and allocate the sum of \$3,200 to temporarily acquire a portion of Assessor's Parcel Number 135-220-035 and \$16,900 to pay all related transaction costs.

**BACKGROUND:**

The Riverside County Transportation Department (RCTD) proposes to replace the existing Magnolia Avenue/Burlington Northern Santa Fe (BNSF) at-grade railroad crossing in the community of Home Gardens in order to improve safety and traffic operations by eliminating the conflicts of trains passing through the flow of vehicular traffic (Project).

The Project would construct a new four-lane overhead bridge over the existing BNSF tracks, above the entire BNSF right-of-way. The total length of the improvements would extend from approximately 500 feet west of Lincoln Street to approximately 550 feet east of Buchanan Street. The new bridge would be striped for four lanes of traffic on Magnolia Avenue. The length and clearance of the proposed bridge structure would accommodate the existing skewed railroad crossing, as well as the two existing railroad tracks and two additional future tracks (planned separately from this project), and would also provide space for frontage roads (proposed as part of this project).

The California Environmental Quality Act (CEQA) environmental determination (Statutory Exemption) Public Resources Code 21080.13 was approved on May 11, 2011 by the Riverside County Transportation Department.

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion) Section 6004: 23 CFR 771.117(d)(3) was approved on May 11, 2011 by District 8 Division of Environmental Planning for the California Department of Transportation.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the temporary rights of a portion of 135-220-035 with Magnolia Bird Farm for the price of \$3,200. There are costs of \$16,900 associated with this transaction.

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 temporary construction easement of a portion of Assessor's Parcel Number 135-220-035:

Temporary Construction Easement:	\$ 3,200
Estimated Title and Escrow Charges:	\$ 0
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 4,500
EDA/FM Real Property Staff Time:	\$12,000
Total Estimated Acquisition Costs:	\$20,100

(Continued)

**FINANCIAL DATA:** (Continued)

EDA/FM has already covered the costs for due diligence (appraisal and preliminary title reports) and will be or has been reimbursed by the Transportation Department. The remaining costs 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 2011/12. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachments:  
Temporary Construction Easement Agreement

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California  
2 (County), and

3  
4 Magnolia Bird Farm, a California corporation  
5 (Grantor)

6  
7 PROJECT: Magnolia Avenue Grade Separation  
8 PARCEL: 0784-011A  
9 APN: 135-220-035 (Portion)

10  
11 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

12 This Temporary Construction Easement Agreement (Agreement) is made by  
13 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of  
14 California, (County) and Magnolia Bird Farm, a California corporation (Grantor). County  
15 and Grantor are sometimes collectively referred to as "Parties".

16 1. The right is hereby granted to County to enter upon and use the land of  
17 Grantor in the County of Riverside, State of California, described as portion of  
18 Assessor's Parcel Number. 135-220-035, highlighted on Attachment "1", attached  
19 hereto (Property), and made a part hereof, for all purposes necessary to facilitate and  
20 accomplish the construction of Magnolia Avenue Grade Separation Project.

21 2. The temporary construction easement, used during construction of the  
22 Project, referenced as Parcel No. 0784-011A consisting of approximately .057 acres or  
23 2,479 square feet as designated on Attachment "2", attached hereto, and made a part  
24 hereof (TCE Area).

25 3. A thirty (30) day written notice shall be given to Grantor prior to using the  
26 rights herein granted. The rights herein granted may be exercised for 24 months from  
27 the thirty (30) day written notice.

28 4. It is understood that the County may enter upon the TCE Area where

1 appropriate or designated for the purpose of getting equipment to and from the TCE  
2 Area. County agrees not to damage the TCE Area in the process of performing such  
3 activities.

4 5. At the termination of the period of use of TCE Area by County, but before  
5 its relinquishment to Grantor, debris generated by County's use will be removed and  
6 the surface will be graded and left in a neat condition.

7 6. Grantor shall be held harmless from all claims of third persons arising  
8 from the use by County of TCE Area.

9 7. Grantor hereby warrants that they are the owners of the Property  
10 described above and that they have the right to grant County permission to enter upon  
11 and use the Property.

12 8. This Agreement is the result of negotiations between the parties hereto.  
13 This Agreement is intended by the parties as a final expression of their understanding  
14 with respect to the matters herein and is a complete and exclusive statement of the  
15 terms and conditions thereof. No provision contained herein shall be construed against  
16 the County solely because it provided or prepared this Agreement in its executed form.

17 9. This Agreement shall not be changed, modified, or amended except upon  
18 the written consent of the parties hereto.

19 10. This Agreement supersedes any and all other prior agreements or  
20 understandings, oral or written, in connection therewith.

21 11. Grantor, their assigns and successors in interest, shall be bound by all  
22 the terms and conditions contained in this Agreement, and all the parties thereto shall  
23 be jointly and severally liable thereunder.

24 12. County shall pay to the order of Grantor the sum of Three Thousand Two  
25 Hundred Dollars (\$3,200) for the right to enter upon and use the TCE Area in  
26 accordance with the terms hereof.

27 13. Any action at law or in equity brought by either of the Parties hereto for  
28 the purpose of enforcing a right or rights providing for by this Agreement shall be tried

1 in a court of competent jurisdiction in the County of Riverside, State of California, and  
2 the Parties hereby waive all provisions of law providing for a change of venue in such  
3 proceedings to any other county.

4 14. This Agreement may be signed in counterpart or duplicate copies, and  
5 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
6 purposes.

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(SIGNATURES ON NEXT PAGE)

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

3  
4 Dated: 2-29-12

5 GRANTOR:

6  
7 **MAGNOLIA BIRD FARM, A**  
8 **CALIFORNIA CORPORATION**

9 By: Frank D. Miser  
10 Its: PRESIDENT

11  
12 COUNTY OF RIVERSIDE, a political  
13 subdivision of the State of California

14 ATTEST:  
15 Kecia Harper-Ihem  
16 Clerk of the Board

17 By: \_\_\_\_\_  
18 John F. Tavaglione, Chairman  
19 Board of Supervisors

20 By: \_\_\_\_\_  
21 Deputy

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

25 By: Synthia M. Gunzel  
26 Synthia M. Gunzel  
27 Deputy County Counsel

28 CO:\sl\020712\291TR\14.615 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.615.doc

ATTACHMENT "1"  
Assessor's Plat Map



THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

POR. CITY OF RIVERSIDE  
POR. RIVERSIDE LAND & IRRIG. CO. LANDS  
T.3S., R.6W.

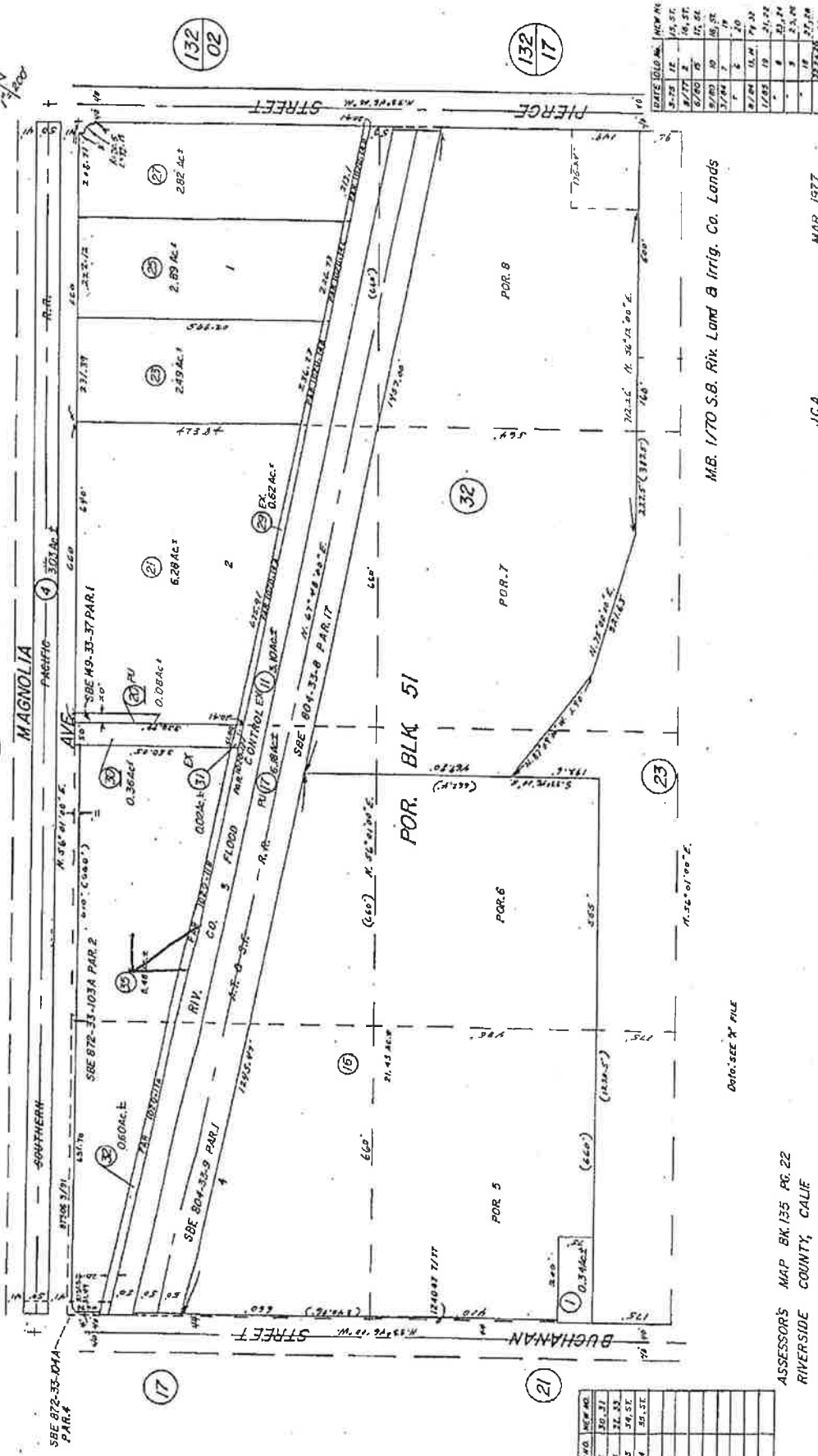
6-49  
135-22

T.R.A. 009-023

142  
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132  
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M.B. 1/70 S.B. Rix Land & Irrig. Co. Lands

MAR. 1977

JCA

DATE	RECORD NO.	HOW MADE
3/7/68	5	30, 31
2/2/68	3	32, 33
8/18/67	33	34, 35
2/21/61	34	35, 36

DATE-SEE "X" FILE

ASSESSOR'S MAP BK. 135 PG. 22  
RIVERSIDE COUNTY, CALIF.

ATTACHMENT "2"

Parcel 0784-011A

EXHIBIT "A"  
MAGNOLIA AVENUE (GRADE SEPARATION)  
LEGAL DESCRIPTION  
0784-011A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED APRIL 25, 1986, AS INSTRUMENT NUMBER 94493, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 4 IN BLOCK 51 IN BOOK 1, PAGE 72 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (77.00 FOOT SOUTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF BUCHANAN STREET (44.00 FOOT NORTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED MARCH 15, 1991 AS INSTRUMENT NUMBER 087306 SAID OFFICIAL RECORDS OF RIVERSIDE COUNTY

THENCE S 33°37'59"E ALONG SAID CENTERLINE OF BUCHANAN STREET, A DISTANCE OF 91.47 FEET;

THENCE N 56°22'01" E, A DISTANCE OF 44.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID BUCHANAN STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 31.50 FEET AND AN INITIAL RADIAL BEARING OF N 89°05'10" E, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 57°17'03", AN ARC DISTANCE OF 31.49 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N 56°22'04" E, A DISTANCE OF 173.50 FEET;

THENCE S 33°37'56"E, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 87.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'04" W ALONG SAID PARALLEL LINE, A DISTANCE OF 173.50 FEET;

THENCE S 22°56'33" W, A DISTANCE OF 19.77 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 54.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUCHANAN STREET;

THENCE S 33°37'59"E ALONG SAID PARALLEL LINE, A DISTANCE OF 40.36 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 94493;

THENCE S 67°53'54 W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.21 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF BUCHANAN STREET;

THENCE N 33°37'59" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.74 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,479 SQUARE FEET, OR 0.057 ACRES, MORE OR LESS.

EXHIBIT "A"  
MAGNOLIA AVENUE (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)  
0784-011A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000027271 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 955 M, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Janet J. Ray*  
DATE: 1/2/2012

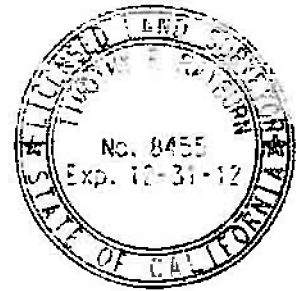


EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

CITY OF RIVERSIDE



RANCHO EL SOBRANTE DE SAN JACINTO

EXISTING R/W  
RW PER BOOK "R" PG 548,  
OF DEEDS, REC. 2/8/1877  
SAN BLANCAPING CO.

P.O.C.

MAGNOLIA AVE

PARCEL 0784-011A

2,479 SQ.FT.  
APN 135-220-035 0.057 AC.

T.P.O.B.  
INTR. OF R/W

INST #94493  
REC. 4/25/1986

INST. #94493  
REC. 4/25/1986  
(PCL 1020-11A)

- LINE DATA
- ① N 56°22'01" E - 44.00'
  - ② S 33°37'56" E - 10.00'
  - ③ S 22°56'33" W - 19.77'
  - ④ S 33°37'59" E - 40.36'
  - ⑤ S 67°53'54" W - 10.21'
  - ⑥ N 33°37'59" W - 44.74'

- ① PCL NO. 5, RW PER BOOK 385 PGS 353-355, OF DEEDS, REC. 11/22/1913
- ② RW VACATED PER BOOK 386 PGS 249-250 REC 11/26/1913 & QUITCLAIM BY GRANT DEED REC. 11/5/1913, BOOK 385 PGS 232-239, OF DEEDS & CONDEMNED BY INST # 48580 REC. 3/15/1983
- ③ RW PER INST. #87306, REC. 03/15/1991
- ④ 1948 ROAD BOOK R/W PER RESOLUTION, SUPERVISOR MINUTES BOOK 40, PAGES 239-240 REC. 5/3/1948

CURVE DATA

△ = 57°17'03"  
R = 31.50'  
L = 31.49'  
T = 17.20'

ALL DISTANCES SHOWN ARE GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY  
MULTIPLYING THE GRID DIST. BY A COMBINATION  
FACTOR OF 1.000027271.

SECTION 22  
T.3S., R.6W.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0784-011A
PROJECT: MAGNOLIA AVE (GRADE SEPARATION)	PREPARED BY: DGO
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: JANUARY, 2012
APPROVED BY: <i>Timothy E. Paolucci</i>	DATE: 1/12/2012
	W.O. NO.: B7-0784
	SHEET 1 OF 1 SHEET