

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

923



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
August 29, 2012

SUBJECT: Temporary Construction Access Agreement for the Magnolia Avenue Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0784-019 within a portion of Assessor's Parcel Number 172-110-011;
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 and Land Management

Robert Field
Assistant County Executive Officer/EDA

| | | | | |
|-----------------------|-------------------------------|-----------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 12,150 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/13 |

| | |
|---|--|
| COMPANION ITEM ON BOARD AGENDA: No | |
| SOURCE OF FUNDS: TUMF (100%) | Positions To Be Deleted Per A-30 <input type="checkbox"/> |
| | Requires 4/5 Vote <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

Prev. Agn. Ref.:

District: 2/2

Agenda Number

3.23

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *Patricia Munroe* 7/28/12 DATE
 PATRICIA MUNROE
 Department of Administration
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 8/28/12
 SAMUEL WONG

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

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$1,000 to temporarily acquire a portion of Assessor's Parcel Number 172-110-011 and \$11,150 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 the 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 CRF 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 Assessor's Parcel Number 172-110-011 with Tom and Laura Franchina for the price of \$1,000. There are costs of \$11,150 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 access of a portion of Assessor's Parcel Number 172-110-011:

| | |
|---|-----------------|
| Temporary Construction Access: | \$ 1,000 |
| Estimated Title and Escrow Charges: | \$ 0 |
| Preliminary Title Report: | \$ 400 |
| County Appraisal: | \$ 4,750 |
| EDA/FM Real Property Staff Time: | \$ 6,000 |
| Total Estimated Acquisition Costs: | \$12,150 |

(Continued)

FINANCIAL DATA: (Continued)

EDA/FM has already covered the costs for due diligence (appraisal and preliminary title report) and has been or will be 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 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachments:

Temporary Construction Access Agreement

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

3
4 Tom V. Franchina and Laura A. Franchina, husband and wife as joint tenants
5 (“Grantor”)

6
7 PROJECT: Magnolia Avenue Grade Separation
8 PARCEL(S): 0784-019
9 APN: 172-110-011

10
11 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

12 This Temporary Construction Access Agreement (“Agreement”) is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 (“County”) and Tom V. Franchina and Laura A. Franchina, husband and wife as joint
15 tenants (“Grantor”). County and Grantor are sometimes collectively referred to as
16 “Parties”.

17 1. The right is hereby granted to County to enter upon and use the land of
18 Grantor in the County of Riverside, State of California, described as portion of
19 Assessor’s Parcel Number 172-110-011, highlighted on Attachment “1”, attached
20 hereto (“Property”), and made a part hereof, for all purposes necessary to facilitate and
21 accomplish the construction of the Magnolia Avenue Grade Separation Project.

22 2. The temporary construction access, used during construction of the
23 Project, consisting of approximately 150 square feet as designated on Attachment “2”,
24 attached hereto, and made a part hereof (“TCA 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) twenty-four
27 months from the thirty (30) day written notice, or until completion of said project,
28 whichever occurs later.

1 4. It is understood that the County may enter upon the TCA Area where
2 appropriate or designated for the purpose of getting equipment to and from the TCA
3 Area. County agrees not to damage the TCA Area in the process of performing such
4 activities.

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

8 6. Grantor shall be held harmless from all claims of third persons arising
9 from the County's use of the TCA Area permitted under this Agreement; however, this
10 hold harmless agreement does not extend to any property damage the undersigned
11 may have suffered by reason of hazardous waste on the property nor does it hold
12 harmless the owner(s) from any liability as a consequence of the presence of
13 hazardous waste on the property.

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

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

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

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

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

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12. County shall pay to the order of Grantor the sum of One Thousand Dollars (\$1,000) for the right to enter upon and use the TCA Area in accordance with the terms hereof.

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

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

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(SIGNATURES ON NEXT PAGE)

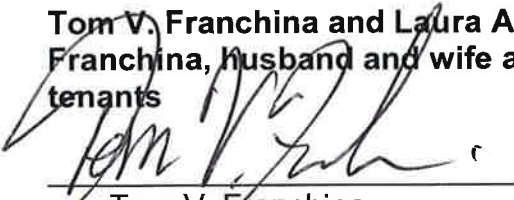
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In Witness Whereof, the Parties have executed this Agreement the day and year below written.

Dated: _____

GRANTOR:

Tom V. Franchina and Laura A. Franchina, husband and wife as joint tenants



Tom V. Franchina



Laura A. Franchina

Dated: _____

COUNTY OF RIVERSIDE

ATTEST:


Kecia Harper-Ihem
Clerk of the Board

By: _____
John F. Tavaglione, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
~~Synthia M. Gunzel~~ Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION ORDINANCES.

SEP 29 2011

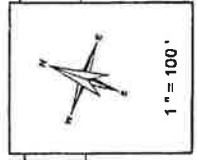
SAMPSON AVE.

RIVERSIDE FLOOD CONTROL CHANNEL

AT & SF RR

MAGNOLIA AVE.

MAGNOLIA AVE.



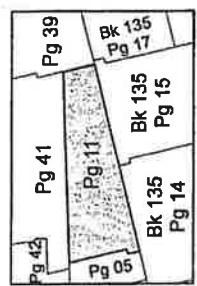
Legend

- Lot Lines
- - - Right-Of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- • • Lease Area
- Subdivision To Mark

| Date | Old Number | New Number |
|-----------|------------|------------|
| 7/9/2007 | 9 | 12, 57 |
| 8/31/2011 | 12 | 111, 14 |

Map Reference *

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|--|
| MB 1/44 - 0 RIVERSIDE LAND & INVESTMENTS COMPANY |
| PM 227/13 - 14 PARCEL MAP NO. 34992 |
| CM 202/187 - 186 PAR. 1, #0549166 10/10/2008 |



Data *

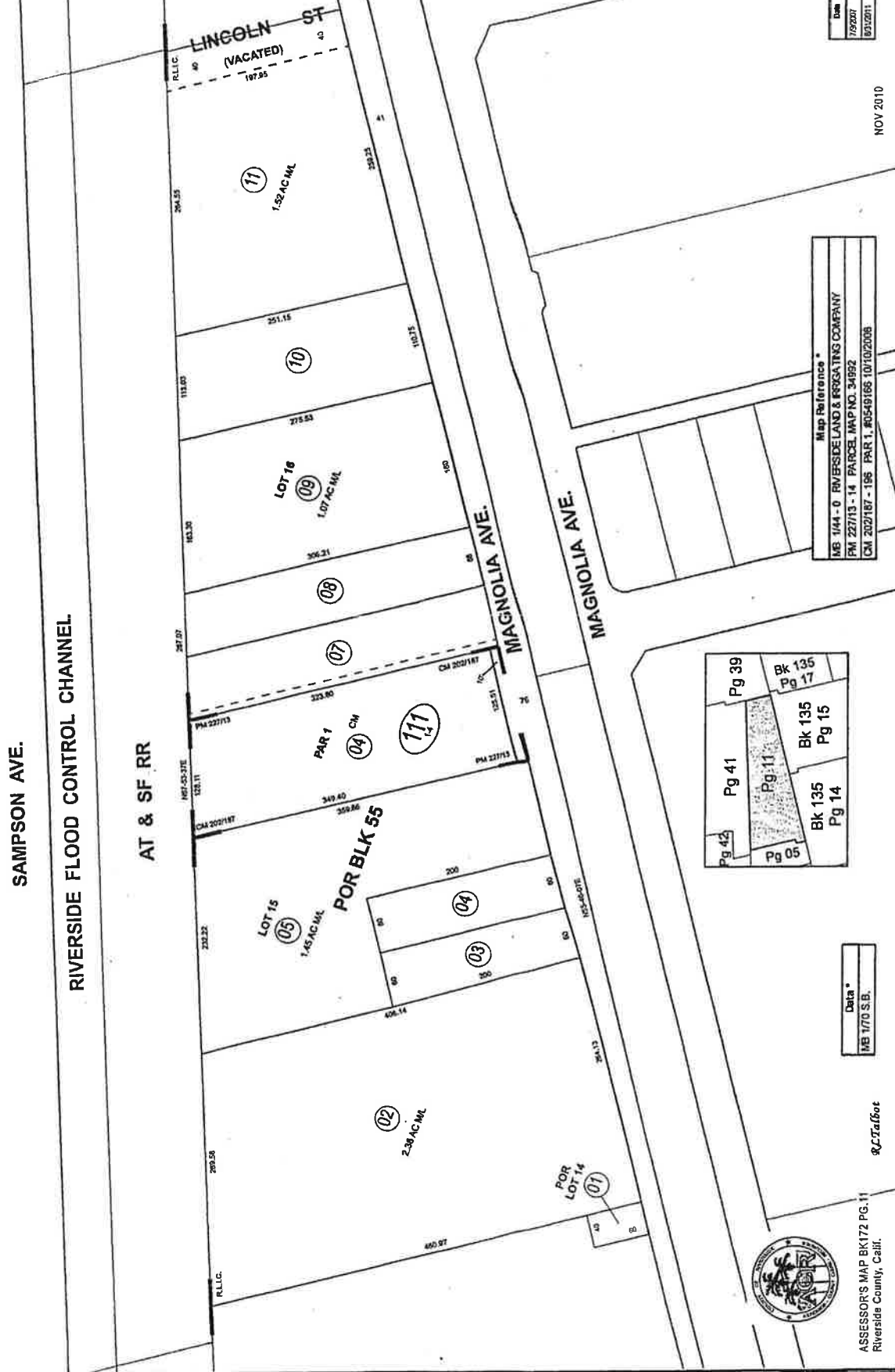
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9/27/11

ASSESSOR'S MAP BK172 PG.11
Riverside County, Calif.

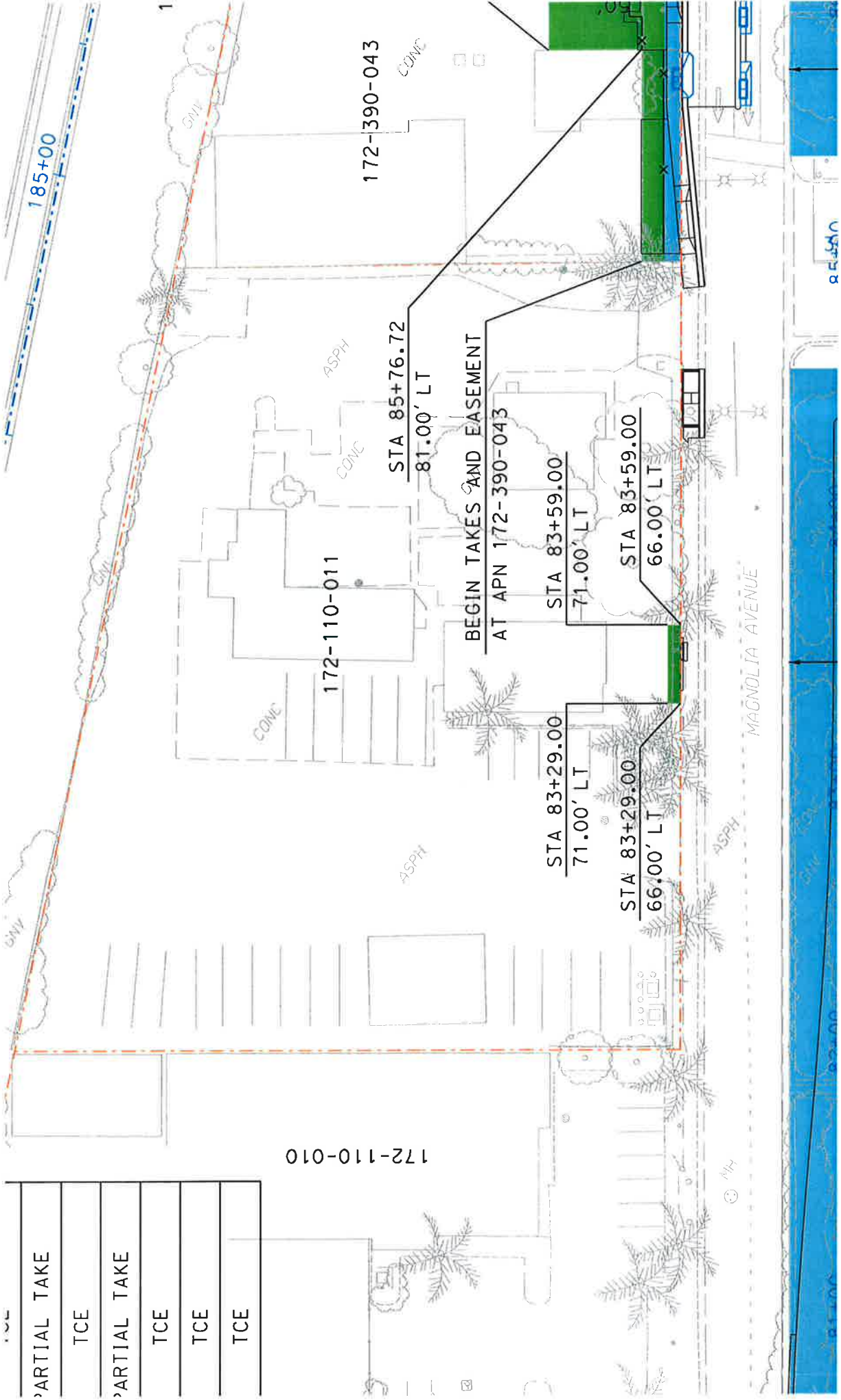


NOV 2010



ATTACHMENT "2"

Assessor's Parcel Number 172-110-011



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|--------------|
| PARTIAL TAKE |
| TCE |
| PARTIAL TAKE |
| TCE |
| TCE |
| TCE |

172-110-010

172-110-011

172-390-043

BEGIN TAKES AND EASEMENT
AT APN 172-390-043

STA 85+76.72
81.00' LT

STA 83+59.00
71.00' LT

STA 83+59.00
66.00' LT

STA 83+29.00
71.00' LT

STA 83+29.00
66.00' LT

MAGNOLIA AVENUE

185+00

ASPH

CONC

ASPH

CONC

GNV

GNV

GNV

ASPH

MH

RES