

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

544A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
November 8, 2012

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Easement Agreement for the Magnolia Avenue Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0784-009A and Temporary Construction Easement Agreement for Parcel 0784-009B all within a portion of Assessor's Parcel Number 135-170-012;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 62,400	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

BY:
Jennifer J. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 10/11/12
Departmental Concurrence: PATRICIA MUNROE

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
DATE: 11/7/12
SAMUEL WONG

Policy Policy

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

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 2/2

Agenda Number:

3.15

RECOMMENDED MOTION: (Continued)

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
4. Authorize and allocate the sum of \$5,860 to acquire Parcel 0784-009A and \$32,640 to temporarily acquire Parcel 0784-009B all within a portion of Assessor's Parcel Number 135-170-012 and \$23,900 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 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 partial acquisition and temporary rights of a portion of Assessor's Parcel Number 135-170-012 with Sakioka Farms, a California General Partnership (Sakioka Farms) for the price of \$38,500. There are costs of \$23,900 associated with this transaction. Sakioka Farms will execute a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 135-170-012 referenced as Parcel 0784-009A.

This 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 right of way acquisition and temporary construction easement of a portion of Assessor's Parcel Number 135-170-012:

Right of Way Acquisition:	\$ 5,860
Temporary Construction Easement:	\$32,640
Estimated Title and Escrow Charges:	\$ 2,500
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 6,000
EDA/FM Real Property Staff Time:	\$15,000
Total Estimated Acquisition Costs:	\$62,400

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:

Right of Way Acquisition Agreement
Temporary Construction Easement Agreement

1 PROJECT: Magnolia Avenue Grade Separation

2 PARCEL: 0784-009A

3 APN: 135-170-012 (Portion)

4
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 ("County"), and Sakioka Farms, a California General Partnership ("Grantor"). County
9 and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the
12 unincorporated area of Riverside, County of Riverside, State of California, as depicted
13 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
14 The real property consisting of 27.33 acres of land and improved a mobile home park
15 and is also known as Assessor's Parcel Number: 135-170-012 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desire to
17 purchase a portion in fee interest in the Property ("ROW"), for the purpose of
18 constructing the Magnolia Avenue Grade Separation Project ("Project") as follows: a
19 Grant Deed in favor of County referenced as Parcel 0784-009A and described on
20 Attachment "2" attached hereto and made a part hereof; pursuant to the terms and
21 conditions set forth herein; and

22 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
23 Temporary Construction Easement Agreement to grant County the right to temporarily
24 use portions of the Property, as described therein, for the construction of the Project;
25 and

26 WHEREAS, the Effective Date is the date on which this Agreement is approved
27 and fully executed by County and Grantor as listed on the signature page of this
28 Agreement;

1 NOW, THEREFORE, in consideration of the payment and other obligations set
2 forth below, Grantor and County mutually agree as follows:

3 1. County shall:

4 A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow
5 Holder") upon execution of a fully executed Agreement ("Effective Date").

6 B. Pay to the undersigned Grantor(s) by tendering payment to the
7 Escrow Holder in the amount of Five Thousand Eight Hundred Sixty Dollars (\$5,860)
8 ("Purchase Price"), which is specifically agreed by the Parties to be the full amount of
9 compensation due and owing to Grantor for the ROW, conveyed by said deed, when
10 title to said ROW vests in County free and clear of all liens, encumbrances, easements,
11 leases (recorded or unrecorded), and taxes except those encumbrances and
12 easements which, in the sole discretion of the County, are acceptable, except:

13 a. Current fiscal year, including personal property tax, if any, and
14 any further assessment thereto under Chapter 3.5 of Revenue
15 and Taxation Code of the State of California.

16 b. Easements or rights of way of record over said land for public
17 or quasi-public utility or public street purposes, if any.

18 c. Any items on the Preliminary Title Report (PTR) not objected to
19 by County in a writing provided to Escrow Holder before the
20 Close of Escrow.

21 d. All other taxes owed whether current or delinquent are to be
22 current.

23 C. At closing or Close of Escrow, have the authority to deduct and
24 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
25 all real property taxes, bonds, and assessments in the following manner:

26 a. All real property taxes shall be prorated, paid, and canceled
27 pursuant to the provisions of Section 5081 et. Seq., of the
28 Revenue and Taxation Code.

1 b. As a deduction from the amount shown in Paragraph 1B,
2 County is authorized to pay any unpaid liens or taxes together
3 with penalties, cost and interest thereon, and any bonds or
4 assessments that are due on the date title is transferred to.

5 c. Pay reasonable escrow, recording, and reconveyance fees
6 incurred in this transaction, and if title insurance is desired by
7 the County, the premium charged therefore. Said escrow and
8 recording charges shall not, include documentary transfer tax.

9 D. Direct Escrow Holder to disburse purchase price minus any and all
10 charges due upon Close of Escrow in accordance with escrow instructions.

11 E. Pay Grantor for the item 1 listed in Attachment "3." The amount is
12 included in Paragraph 1B above.

13 2. Grantor shall:

14 A. Execute and acknowledge and will deliver to Craig Olsen, Real
15 Property Agent for the County or to the designated escrow company, a Grant Deed in
16 favor of the County dated 9-12-12 identified as Parcel Number 0784-009A;

17 B. Indemnify, defend, protect, and hold the County of Riverside, its
18 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
19 elected and appointed officials, employees, agents, representatives, successors, and
20 assigns free and harmless from and against any and all claims, liabilities, penalties,
21 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
22 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
23 (a) the presence in, within, under, or about the parcel for the presence of hazardous
24 materials, toxic substances, or hazardous substances as a result of Grantor's use,
25 storage, or generation of such materials or substances or (b) Grantor's failure to
26 comply with any federal, state, or local laws relating to such materials or substances.
27 For the purpose of this Agreement, such materials or substances shall include without
28 limitation hazardous substances, hazardous materials, or toxic substances as defined

1 in the Comprehensive Environmental Response, Compensation, and Liability Act of
2 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
3 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
4 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
5 hazardous wastes in Section 25117 of the California Health and Safety Code or
6 hazardous substances in Section 25316 of the California Health; and in the regulations
7 adopted in publications promulgated pursuant to said laws.

8 C. Be obligated hereunder to include without limitation, and whether
9 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
10 detoxification, or decontamination of the parcel, and the preparation and
11 implementation of any closure, remedial action, or other required plans in connection
12 therewith, and such obligation shall continue under the parcel has been rendered in
13 compliance with applicable federal, state, and local laws, statutes, ordinances,
14 regulations, and rules.

15 3. It is mutually understood and agreed by and between the parties hereto
16 that the right of possession and use of the subject property by County, including the
17 right to remove and dispose of improvements, shall commence upon the execution of
18 this Agreement by all parties. The amount shown in Paragraph 1B includes, but is not
19 limited to, full payment for such possession and use.

20 4. This Right of Way Acquisition Agreement embodies all of the
21 considerations agreed upon between the County and Grantor. This Agreement was
22 obtained without coercion, promises other than those provided herein, or threats of any
23 kind whatsoever by or to either party. By executing this Agreement, Grantor
24 represents that Grantor has no direct or indirect present or contemplated future
25 personal interest in the property being acquired or in any benefit from the acquisition of
26 subject property.

27 5. The performance of this Agreement constitutes the entire consideration
28 for the acquisition of the property under this Agreement and shall relieve the County of

1 all further obligations or claims on account of the acquisition of the property referred to
2 herein or an account of the location, grade or construction of the proposed public
3 improvement.

4 6. This Agreement is made solely for the benefit of the Parties to this
5 Agreement and their respective successors and assigns, and no other person or entity
6 may have or acquired any right of virtue of this Agreement.

7 7. This Agreement shall not be changed, modified, or amended except upon
8 the written consent of the parties hereto.

9 8. This Agreement is the result of negotiations between the parties and is
10 intended by the parties to be a final expression of their understanding with respect to
11 the matters herein contained. This Agreement supersedes any and all other prior
12 agreements and understandings, oral or written, in connection therewith. No provision
13 contained herein shall be construed against the County solely because it prepared this
14 Agreement in its executed form.

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

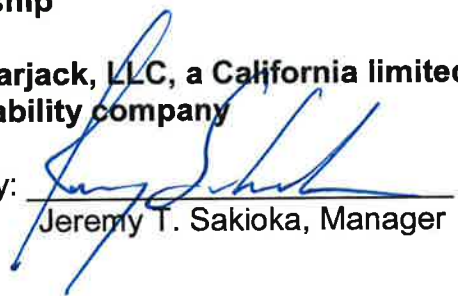
20 10. Grantor, (his/her/its/their) assigns and successors in interest shall be
21 bound by all the terms and conditions contained in this Agreement, and all the parties
22 thereto shall be jointly and severally liable thereunder.

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

26
27 (SIGNATURES ON NEXT PAGE)
28

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

3
4 Dated: 9-11-12

5 GRANTOR:
6 **Sakioka Farms, a California General**
7 **Partnership**
8 **By: Marjack, LLC, a California limited**
9 **liability company**
10 By: 
11 Jeremy T. Sakioka, Manager

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

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

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

22 By: _____
23 Deputy

24 APPROVED AS TO FORM:
25 Pamela J. Walls
26 County Counsel

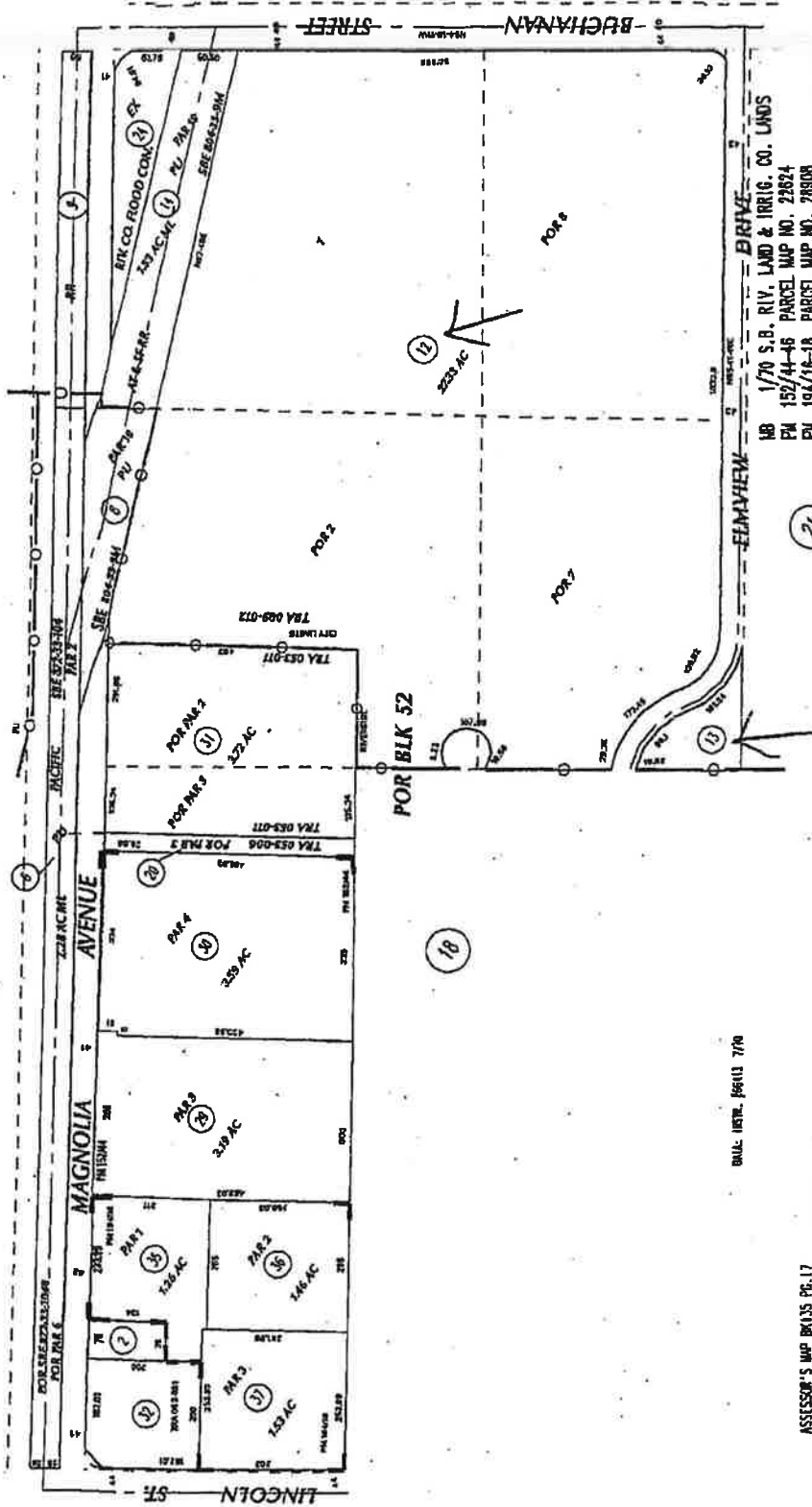
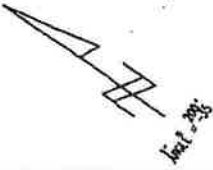
27 By: 
28 Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

T.R.A.
009-001
053-006
008-011
008-012
053-031

SEC. 22 27 T. 3S. R. 6W
CITY OF RIVERSIDE CORONA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PRESENT MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



DATE: INSTR. 196113 7/70

ASSESSOR'S MAP 06135 PG. 17
Riverside County, Calif.



Sep 1959

NOV 12 1959

TRACT	ACRES	PERMITS	REMARKS
1	11.24		
2	15.13		
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ATTACHMENT "2"

Fee Interest

1. A portion of APN: 135-170-012 Parcel 0784-009A in favor of the County

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-009A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED DECEMBER 23, 1986, AS INSTRUMENT NUMBER 328754 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 2 IN BLOCK 52, IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, OFFICIAL RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THE CENTERLINE OF BUCHANAN STREET (44.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 19, 1988 AS INSTRUMENT NUMBER 44315, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE S 56°22'11" W ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 1150.83 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 66.00 FEET TO THE MOST-WESTERLY CORNER OF SAID INSTRUMENT NUMBER 328574, BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE AND THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 63 PAGES 111 AND 112 RECORDED JULY 4, 1887, OFFICIAL RECORDS OF SAID RECORDER OF SAN BERNARDINO COUNTY;

THENCE N 67°53'54" E ALONG SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY (50.00 FOOT SOUTHERLY HALF-WIDTH), A DISTANCE OF 85.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 67°53'54" E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 30.00 FEET;

THENCE S 22°06'06" E, A DISTANCE OF 20.00 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE S 67°53'54" W ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE N 22°06'06" W, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 600 SQUARE FEET, OR 0.014 ACRES, MORE OR LESS.

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.

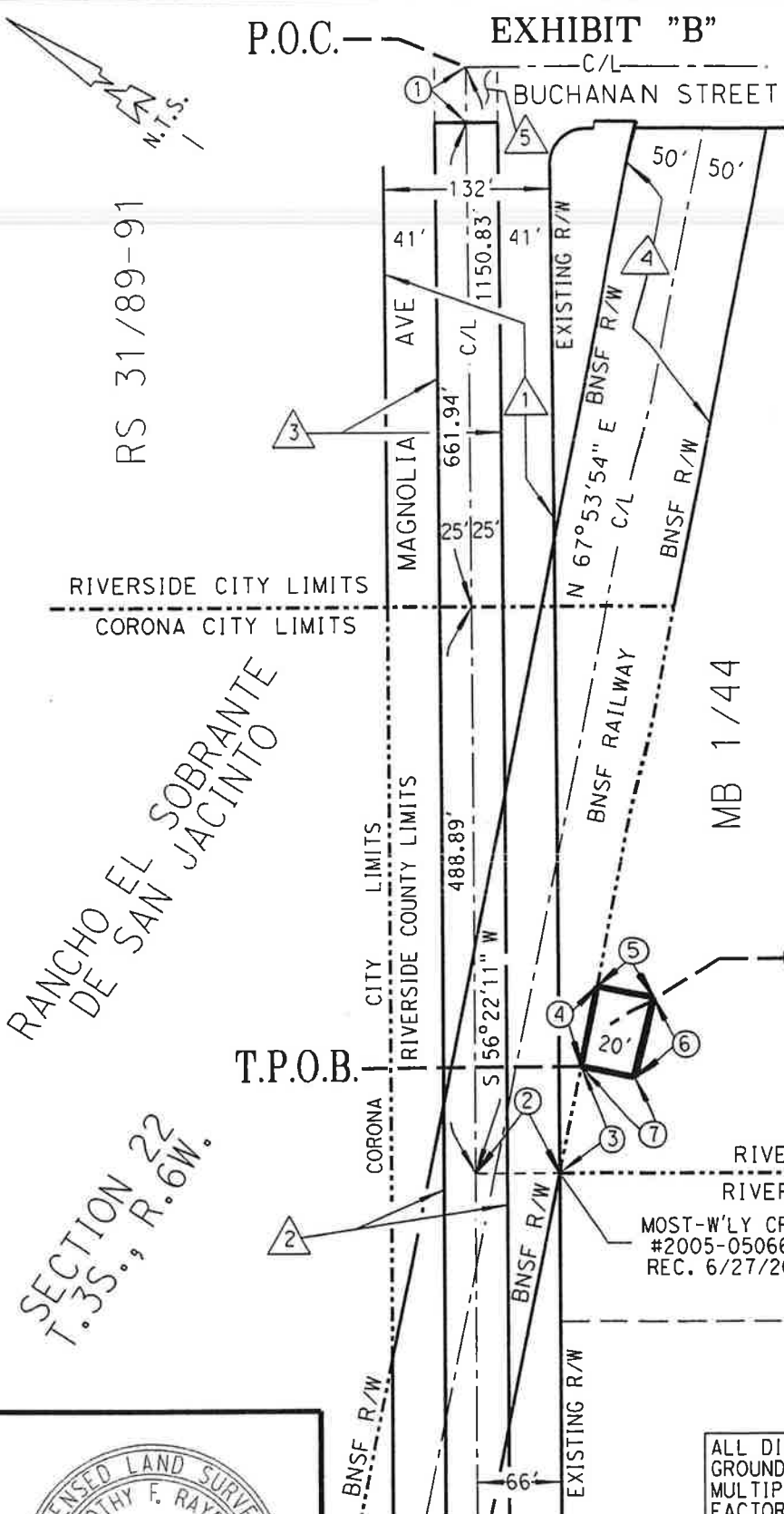
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 1/12/2012



P.O.C. — EXHIBIT "B"



- ① RW PER BOOK "R" PG 548, OF DEEDS, REC. 2/8/1877 SAN BERNARDINO CO.
- ② RW VACATED PER S.M.B. 12 PG 283 DATED 6/18/1913 & QUITCLAIMED TO PAC. ELEC. RAILWAY CO. REC. 11/5/1913, IN BOOK 385 PGS. 232-239, OF DEEDS RIV. CO.
- ③ FINAL ORDER OF CONDEMNATION INST. #48580, REC. 3/7/1983 (PCL 6113-1), RIV. CO.
- ④ RW IN FAVOR OF RIVERSIDE, SANTA ANA AND LOS ANGELES RAILWAY COMPANY PER BOOK 63 PGS 111-112, OF DEEDS, REC. 7/9/1887 SAN BERNARDINO COUNTY
- ⑤ RW PER INST. #87306, REC. 03/15/1991

LINE DATA

- ① S 56°22'11" W - 40.00'
- ② S 33°37'49" E - 66.00'
- ③ N 67°53'54" E - 85.00'
- ④ N 67°53'54" E - 30.00'
- ⑤ S 22°06'06" E - 20.00'
- ⑥ S 67°53'54" W - 30.00'
- ⑦ N 22°06'06" W - 20.00'

PARCEL 0784-009A

600 SQ.FT.
0.014 AC.
APN 135-170-012
INST# 328754
REC. 12/23/1986

MOST-W'LY CRNR.
#2005-0506624
REC. 6/27/2005

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

RS 31/89-91

RANCHO EL SOBRANTE DE SAN JACINTO

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0784-009A
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 F. Rayburn</i> DATE: 1/12/2012	W.O. NO.: B7-0784
	SHEET 1 OF 1 SHEET

ATTACHMENT "3"

Item	Description	Cost
1	860 SF concrete paving @ \$2.75/SF	\$1,650
	Total Site Improvements	\$1,650

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

3
4 Sakioka Farms, a California General Partnership
5 (“Grantor”)

6
7 PROJECT: Magnolia Avenue Grade Separation
8 PARCEL: 0784-009B
9 APN: 135-170-012 (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 Sakioka Farms, a California General Partnership (“Grantor”).
15 County 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 135-170-012, 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. 0784-009B consisting of approximately .322 acres or
23 14,039 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, or until completion of said project, whichever occurs
28 later.

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

5 5. At the termination of the period of use of TCE 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 use by County of TCE Area.

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

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

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

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

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

25 12. County shall pay to the order of Grantor the sum of Thirty Two Thousand
26 Six Hundred Forty Dollars (\$32,640) for the right to enter upon and use the TCE Area
27 in accordance with the terms hereof.

28 13. Any action at law or in equity brought by either of the Parties hereto for the

1 purpose of enforcing a right or rights providing for by this Agreement shall be tried in a
2 court of competent jurisdiction in the County of Riverside, State of California, and the
3 Parties hereby waive all provisions of law providing for a change of venue in such
4 proceedings to any other county.

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

8 ///

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10 ///

(SIGNATURES ON NEXT PAGE)

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

3
4 Dated: 9-11-12

GRANTOR:

5
6 **Sakioka Farms, a California General
Partnership**

7
8 **By: Marjack, LLC, a California limited
liability company**

9
10 By: 
Jeremy T. Sakioka, Manager

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

15
16 **ATTEST:**
17 **Kecia Harper-Ihem**
18 **Clerk of the Board**

19
20 By: _____
John F. Tavaglione, Chairman
Board of Supervisors

21
22 By: _____
Deputy

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

26 By: 
Patricia Munroe
Deputy County Counsel

27
28 CAO:s\090612\291TR\14.733 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.733.doc

ATTACHMENT "1"
Assessor's Plat Map

ATTACHMENT "2"

Parcel 0784-009B

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-009B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED DECEMBER 23, 1986, AS INSTRUMENT NUMBER 328754 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 2 IN BLOCK 52, IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, OFFICIAL RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THE CENTERLINE OF BUCHANAN STREET (44.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 19, 1988 AS INSTRUMENT NUMBER 44315, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE S 56°22'11" W ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 1150.83 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 66.00 FEET TO THE MOST-WESTERLY CORNER OF SAID INSTRUMENT NUMBER 328574, BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE AND THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 63 PAGES 111 AND 112 RECORDED JULY 4, 1887, OFFICIAL RECORDS OF SAID RECORDER OF SAN BERNARDINO COUNTY AND THE **TRUE POINT OF BEGINNING**;

THENCE N 67°53'54" E ALONG SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY (50.00 FOOT SOUTHERLY HALF-WIDTH), A DISTANCE OF 85.00 FEET;

THENCE S 22°06'06" E, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE N 67°53'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE N 22°06'06" W, A DISTANCE OF 20.00 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE N 67°53'54" E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 89.00 FEET;

THENCE S 22°06'06" E, A DISTANCE OF 71.00 FEET TO POINT ON A LINE PARALLEL WITH AND DISTANT 71.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE S 67°53'54" W ALONG SAID PARALLEL LINE, A DISTANCE OF 41.00 FEET;

THENCE N 22°06'06" W, A DISTANCE OF 23.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 48.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE S 67°53'54" W ALONG SAID PARALLEL LINE, A DISTANCE OF 28.00 FEET;

THENCE S 22°06'06" E, A DISTANCE OF 34.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 82.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY RIGHT-OF-WAY;

THENCE S 67°53'54" W ALONG SAID PARALLEL LINE, A DISTANCE OF 118.27 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NUMBER 328754;

THENCE N 33°37'49" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 83.69 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0784-009B

CONTAINING: 14,039 SQUARE FEET, OR 0.322 ACRES, MORE OR LESS.

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: Timothy F. Rayburn
DATE: 1/12/2012



P.O.C. — EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT

RANCHO EL SOBRANTE DE SAN JACINTO

RS 31/89-91

RIVERSIDE CITY LIMITS
CORONA CITY LIMITS

LINE DATA

- ① S 56°22'11" W - 40.00'
- ② S 33°37'49" E - 66.00'
- ③ N 67°53'54" E - 85.00'
- ④ S 22°06'06" E - 20.00'
- ⑤ N 67°53'54" E - 30.00'
- ⑥ N 22°06'06" W - 20.00'
- ⑦ S 67°53'54" W - 41.00'
- ⑧ N 22°06'06" W - 23.00'
- ⑨ S 67°53'54" W - 28.00'
- ⑩ S 22°06'06" E - 34.00'

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

BUCHANAN STREET

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- ① RW PER BOOK "R" PG 548, OF DEEDS, REC. 2/8/1877 SAN BERNARDINO CO.
- ② RW VACATED PER S.M.B. 12 PG 283 DATED 6/18/1913 & QUITCLAIMED TO PAC. ELEC. RAILWAY CO. REC. 11/5/1913, IN BOOK 385 PGS. 232-239, OF DEEDS RIV. CO.
- ③ FINAL ORDER OF CONDEMNATION INST. #48580, REC. 3/7/1983 (PCL 6113-1), RIV. CO.
- ④ RW IN FAVOR OF RIVERSIDE, SANTA ANA AND LOS ANGELES RAILWAY COMPANY PER BOOK 63 PGS 111-112, OF DEEDS, REC. 7/9/1887 SAN BERNARDINO COUNTY
- ⑤ RW PER INST. #87306, REC. 03/15/1991

BNSF RAILWAY

BNSF R/W

C/L

N 67°53'54" E

S 22°06'06" E

N 67°53'54" E

S 67°53'54" W

N 22°06'06" W

S 67°53'54" W

S 22°06'06" E

N 33°37'49" W

S 56°22'11" W

N 67°53'54" E

S 67°53'54" W

S 22°06'06" E

N 22°06'06" W

S 67°53'54" W

S 22°06'06" E

N 67°53'54" E

MB 1/44

PARCEL 0784-009B

14,039 SQ.FT.
0.322 AC.

APN 135-170-012

INST# 328754
REC. 12/25/1986

RIVERSIDE CITY LIMITS
RIVERSIDE COUNTY LIMITS

T.P.O.B.

MOST-W'LY CRNR.
#2005-0506624
REC. 6/27/2005

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0784-009B
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.
APPROVED BY: <i>Timothy F. Rayburn</i>	DATE: 1/12/2012
	DATE: JANUARY, 2012
	W.O. NO.: B7-0784
	SHEET 1 OF 1 SHEET