

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

538A



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 0784-005A and Temporary Construction Easement Agreement for Parcel 0784-005B all within a portion of Assessor's Parcel Number 135-170-035;
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



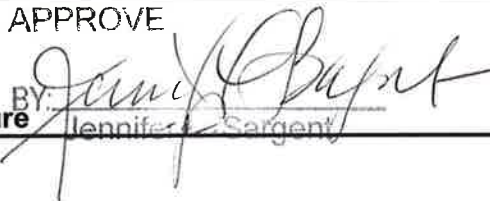
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 64,395	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	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 Sargent

APPROVED COUNTY COUNSEL
 DATE 12/4/12
 PATRICIA MUNROE
 Departmental Concurrence
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY Samuel Wong 11/12
 SAMUEL WONG

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

Prev. Agn. Ref.: ATTACHMENTS FILED **District:** 2/2 **Agenda Number:** 3.21

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.21

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 \$28,962 to acquire Parcel 0784-005A and \$15,158 to temporarily acquire Parcel 0784-005B all within a portion of Assessor's Parcel Number 135-170-035 and \$20,275 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 135-170-035 with Rakesh and Mukesh Aghi (Aghi) for the price of \$44,120. There are costs of \$20,275 associated with this transaction. Aghi will execute an Easement Deed in favor of the County of Riverside for Assessor's Parcel Number 135-170-035 referenced as Parcel 0784-005A.

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 135-170-035:

Right of Way Acquisition:	\$ 28,962
Temporary Construction Easement:	\$ 15,158
Estimated Title and Escrow Charges:	\$ 2,500
Preliminary Title Report:	\$ 775
County Appraisal:	\$ 5,000
EDA/FM Real Property Staff Time:	\$ 12,000
Total Estimated Acquisition Costs:	\$ 64,395

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: 0784-005A

3 APN: 135-170-035 (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 Rakesh Aghi as his sole and separate property, and Mukesh Aghi, as his
9 sole and separate property, as joint tenants (Grantor). County and Grantor are
10 sometimes collectively referred to as "Parties".

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located in the
13 unincorporated area of Riverside, County of Riverside, State of California, as depicted
14 on the Plat Map identified as Attachment "1", attached hereto and made a part hereof.
15 The real property consisting of 1.26 acres of land and improved with an office building
16 and warehouse and is also known as Assessor's Parcel Number: 135-170-035
17 (Property); and

18 WHEREAS, Grantor desires to sell to the County and the County desire to
19 purchase a portion for an easement for public road and utility purposes, including
20 drainage purposes, in the Property (ROW), for the purpose of constructing the
21 Magnolia Avenue Grade Separation Project (Project) as follows: an Easement Deed in
22 favor of County referenced as Parcel 0784-005A and described on Attachment "2"
23 attached hereto and made a part hereof; pursuant to the terms and conditions set forth
24 herein; and

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

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

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

6 1. County shall:

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

9 B. Pay to the undersigned Grantor(s) by tendering payment to the
10 Escrow Holder in the amount of Twenty Eight Thousand Nine Hundred Sixty Two
11 Dollars (\$28,962) ("Purchase Price"), which is specifically agreed by the Parties to be
12 the full amount of compensation due and owing to Grantor for the ROW, conveyed by
13 said deed, when title to said ROW vests in County free and clear of all liens,
14 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
15 encumbrances and easements which, in the sole discretion of the County, are
16 acceptable, except:

- 17 a. Current fiscal year, including personal property tax, if any, and
18 any further assessment thereto under Chapter 3.5 of Revenue
19 and Taxation Code of the State of California.
- 20 b. Easements or rights of way of record over said land for public
21 or quasi-public utility or public street purposes, if any.
- 22 c. Any items on the Preliminary Title Report (PTR) not objected to
23 by County in a writing provided to Escrow Holder before the
24 Close of Escrow.
- 25 d. All other taxes owed whether current or delinquent are to be
26 current.
- 27
- 28

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

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

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

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

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

17 E. Pay Grantor for the items listed in Attachment "3". The amount is
18 included in Paragraph 1B above.

19 2. Grantor shall:

20 A. Execute and acknowledge and will deliver to Craig Olsen, Real
21 Property Agent for the County or to the designated escrow company, an Easement
22 Deed in favor of the County dated _____ identified as Parcel Number 0784-
23 005A;

24 B. Indemnify, defend, protect, and hold the County of Riverside, its
25 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
26 elected and appointed officials, employees, agents, representatives, successors, and
27 assigns free and harmless from and against any and all claims, liabilities, penalties,
28 forfeitures, losses, or expenses, including without limitation, attorneys' fees,

1 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
2 (a) the presence in, within, under, or about the parcel for the presence of hazardous
3 materials, toxic substances, or hazardous substances as a result of Grantor's use,
4 storage, or generation of such materials or substances or (b) Grantor's failure to
5 comply with any federal, state, or local laws relating to such materials or substances.
6 For the purpose of this Agreement, such materials or substances shall include without
7 limitation hazardous substances, hazardous materials, or toxic substances as defined
8 in the Comprehensive Environmental Response, Compensation, and Liability Act of
9 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
10 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
11 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
12 hazardous wastes in Section 25117 of the California Health and Safety Code or
13 hazardous substances in Section 25316 of the California Health; and in the regulations
14 adopted in publications promulgated pursuant to said laws.

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

22 3. Any and all monies payable under this Agreement, up to and including
23 the total amount of unpaid principal and interest on the note secured by **Deed of Trust**
24 **recorded October 20, 2004 as Instrument No. 2004-0830800** Official Records of
25 Riverside County, shall, upon demand, be made payable to the beneficiary entitled
26 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel
27 Number 135-170-035, and to furnish Grantor with good and sufficient receipt showing
28 said moneys credited against the indebtedness secured by said Deed of Trust.

1 Grantor hereby authorizes and directs the disbursement of funds which
2 are demanded under the terms of said Deed of Trust.

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

8 5. This Right of Way Acquisition Agreement embodies all of the
9 considerations agreed upon between the County and Grantor. This Agreement was
10 obtained without coercion, promises other than those provided herein, or threats of any
11 kind whatsoever by or to either party. By executing this Agreement, Grantor
12 represents that Grantor has no direct or indirect present or contemplated future
13 personal interest in the property being acquired or in any benefit from the acquisition of
14 subject property.

15 6. The performance of this Agreement constitutes the entire consideration
16 for the acquisition of the property under this Agreement and shall relieve the County of
17 all further obligations or claims on account of the acquisition of the property referred to
18 herein or an account of the location, grade or construction of the proposed public
19 improvement.

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

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

25 9. This Agreement is the result of negotiations between the parties and is
26 intended by the parties to be a final expression of their understanding with respect to
27 the matters herein contained. This Agreement supersedes any and all other prior
28 agreements and understandings, oral or written, in connection therewith. No provision

1 contained herein shall be construed against the County solely because it prepared this
2 Agreement in its executed form.

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

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

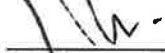
11 12. This Agreement may be signed in counterpart or duplicate copies, and
12 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
13 purposes.

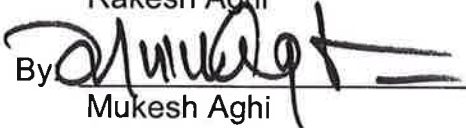
14
15 (SIGNATURES ON NEXT PAGE)
16
17
18
19
20
21
22
23
24
25
26
27
28

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

3
4 Dated: _____

5 GRANTOR:
6 RAKESH AGHI AS HIS SOLE AND
7 SEPARATE PROPERTY, AND
8 MUKESH AGHI, AS HIS SOLE AND
9 SEPARATE PROPERTY, AS JOINT
10 TENANTS

11 By: 
12 Rakesh Aghi

13 By: 
14 Mukesh Aghi

15 COUNTY OF RIVERSIDE, a political
16 subdivision of the State of California

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

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

23 By: _____
24 Deputy

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

28 By: 
29 ~~Synthia M. Gunzel~~ Patricia Munkoe
30 Deputy County Counsel

ATTACHMENT "1"

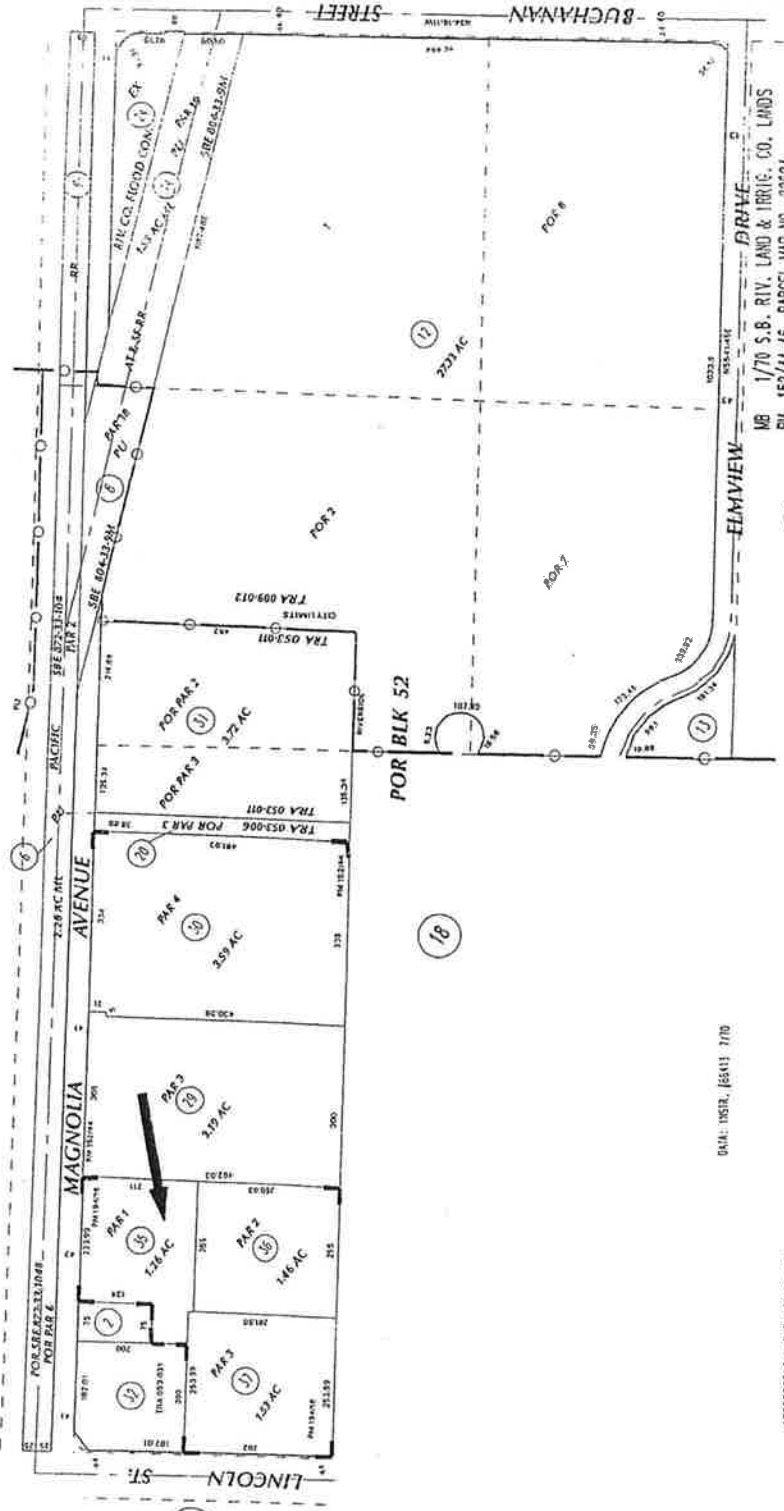
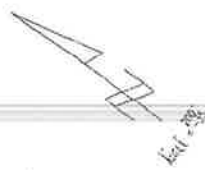
Assessor's Plat Map

135-17
6-49-1

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 PARCEL MAP MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

T.R.A.
2-9-04
3-5-06
3-9-07
2-8-02
3-3-03



LOT	DT	AMPT	NEW	WORK
1	10/21/03	1.76	1.76	
2	10/21/03	1.46	1.46	
3	10/21/03	1.28	1.28	
4	10/21/03	1.28	1.28	
5	10/21/03	1.28	1.28	
6	10/21/03	1.28	1.28	
7	10/21/03	1.28	1.28	
8	10/21/03	1.28	1.28	
9	10/21/03	1.28	1.28	
10	10/21/03	1.28	1.28	
11	10/21/03	1.28	1.28	
12	10/21/03	1.28	1.28	
13	10/21/03	1.28	1.28	
14	10/21/03	1.28	1.28	

MB 1770 S.B. RIV. LAND & IRRIG. CO. LANDS
PM 152/44-45 PARCEL MAP NO. 22524
PM 194/16-18 PARCEL MAP NO. 28908

5th 1939

DATA: INSTR. 165413 7/70

ASSESSOR'S MAP BK135 PG 17
Riverside County, Calif.

DATE

ATTACHMENT "2"

Public Road and Utility Easement

1. A portion of APN: 135-170-035 Parcel 0784-005A in favor of the County

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-005A

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 28908, ON FILE IN BOOK 194, PAGES 16 THROUGH 18, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE 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 LINCOLN AVENUE AS DESCRIBED BY DEED RECORDED OCTOBER 22, 1969 AS INSTRUMENT NUMBER 107674, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY AND AS SHOWN ON SAID PARCEL MAP 28908;

THENCE N 56°22'11"E ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 318.97 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 67.00 FEET TO THE MOST-SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NUMBER 243670 RECORDED JUNE 8 1998, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY, SAID CORNER BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE AND THE **TRUE POINT OF BEGINNING**;

THENCE N 56°22'11" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 233.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1;

THENCE S 33°36'46" E ALONG SAID NORTHEASTERLY LINE OF PARCEL 1, A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 233.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1;

THENCE N 33°36'46" W ALONG SAID SOUTHWESTERLY LINE OF PARCEL 1, A DISTANCE OF 6.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,404 SQUARE FEET, OR 0.032 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



EXHIBIT "B"

N.T.S.

RANCHO EL SOBRANTE
DE SAN JACINTO

EXISTING R/W
RW PER BOOK "R" PG 548-549,
OF DEEDS, REC. 2/8/1877
SAN BERNARDINO CO.
EXISTING R/W

MAGNOLIA

AVE

EXISTING R/W

EXISTING R/W

T.P.O.B.

PARCEL
0784-005A

1,404 SQ.FT.
0.032 AC.

INST. # 0830799
REC'D 10/20/2004

PM 194/16-18

PCL 1

APN 135-170-035

SECTION 27
T.3S., R.6W.

LINCOLN AVE

P.O.C.
CL INT

N 33°36'46" W

C/L

44'

EXISTING R/W

LINE DATA

- ① N 56°22'11" E - 233.98'
- ② S 33°36'46" E - 6.00'
- ③ N 33°36'46" W - 6.00'

① PCL NO. 6, 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

COUNTY OF RIVERSIDE

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.

PROJECT: **MAGNOLIA AVE(GRADE SEPARATION)**

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: **0784-005A**

PREPARED BY: DGO

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: B7-0784

SHEET 1 OF 1 SHEET

APPROVED BY: *Timothy F. Rayburn* DATE: 1/12/2012

ATTACHMENT "3"

Item	Description	Cost
1	185 LF concrete curbing @ \$15/LF	\$2,775
2	860 SF concrete paving @ \$4/SF	\$3,440
	Total Site Improvements	\$6,215

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

3
4 Rakesh Aghi as his sole and separate property, and Mukesh Aghi, as his sole and
5 separate property, as joint tenants
6 (Grantor)

7
8 PROJECT: Magnolia Avenue Grade Separation
9 PARCEL: 0784-005B
10 APN: 135-170-035 (Portion)

11
12 **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

13 This Temporary Construction Easement Agreement (Agreement) is made by
14 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
15 California, (County) and Rakesh Aghi as his sole and separate property, and Mukesh
16 Aghi, as his sole and separate property, as joint tenants (Grantor). County and Grantor
17 are sometimes collectively referred to as "Parties".

18 1. The right is hereby granted to County to enter upon and use the land of
19 Grantor in the County of Riverside, State of California, described as portion of
20 Assessor's Parcel Number 135-170-035, highlighted on Attachment "1", attached
21 hereto (Property), and made a part hereof, for all purposes necessary to facilitate and
22 accomplish the construction of Magnolia Avenue Grade Separation Project.

23 2. The temporary construction easement, used during construction of the
24 Project, referenced as Parcel No. 0784-005B consisting of approximately .177 acres or
25 7,721 square feet as designated on Attachment "2", attached hereto, and made a part
26 hereof (TCE Area).

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

1 the thirty (30) day written notice, or until completion of said project, whichever occurs
2 later.

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

7 5. The right to enter upon and use TCE Area includes the right to remove
8 and dispose of Items 1 thru 4 listed in Attachment "3". Payment to the Grantor for
9 Items 1 thru 4 listed Attachment "3" are included in Paragraph 15 of this Agreement.

10 6. Grantor shall retain the contractor(s) for Items 1 thru 4 of Attachment "3"
11 and directly compensate each contractor for all costs, fees, and/or expenses. The
12 County is not responsible for any payment to the selected contractor(s) and Grantor
13 shall indemnify, defend, protect, and hold County, its officers, employees, successors,
14 and assigns free and harmless from and against any and all claims, liabilities,
15 penalties, forfeitures, losses or expenses, including without limitations, attorney's fees,
16 whatsoever arising from or cause in whole or in part, directly or indirectly, by any
17 actions of the said contractors.

18 7. County agrees to replace in like kind Items 5 thru 7 listed in Attachment
19 "3" at County's sole cost.

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

23 9. Grantor shall be held harmless from all claims of third persons arising
24 from the use by County of TCE Area.

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

28 11. This Agreement is the result of negotiations between the parties hereto.

1 This Agreement is intended by the parties as a final expression of their understanding
2 with respect to the matters herein and is a complete and exclusive statement of the
3 terms and conditions thereof. No provision contained herein shall be construed against
4 the County solely because it provided or prepared this Agreement in its executed form.

5 12. This Agreement shall not be changed, modified, or amended except upon
6 the written consent of the parties hereto.

7 13. This Agreement supersedes any and all other prior agreements or
8 understandings, oral or written, in connection therewith.

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

12 15. County shall pay to the order of Grantor the sum of Fifteen Thousand
13 One Hundred Fifty Eight Dollars (\$15,158) for the right to enter upon and use the TCE
14 Area in accordance with the terms hereof.

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

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

23 ///

24 ///

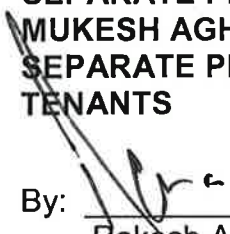
25 ///

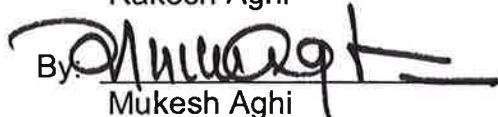
26 (SIGNATURES ON NEXT PAGE)
27
28

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

3 Dated: _____

4 GRANTOR:
5 RAKESH AGHI AS HIS SOLE AND
6 SEPARATE PROPERTY, AND
7 MUKESH AGHI, AS HIS SOLE AND
8 SEPARATE PROPERTY, AS JOINT
9 TENANTS

10 By: 
Rakesh Aghi

11 By: 
Mukesh Aghi

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: 
26 Synthia M. Gunzel
27 Deputy County Counsel

28 CAO:s/020812/291TR/14.628 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.628.doc

ATTACHMENT "1"

Assessor's Plat Map

ATTACHMENT "2"

Parcel 0784-005B

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-005B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 1 OF PARCEL MAP 28908, ON FILE IN BOOK 194, PAGES 16 THROUGH 18, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, 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 IN THE 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 LINCOLN AVENUE (44.00 FOOT NORTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED OCTOBER 22, 1969 AS INSTRUMENT NUMBER 107674, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY AND AS SHOWN ON SAID PARCEL MAP 28908;

THENCE N 56°22'11"E ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 318.97 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 67.00 FEET TO THE MOST-SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NUMBER 243670 RECORDED JUNE 8 1998, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY, BEING A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1;

THENCE S 33°36'46" E ALONG SAID SOUTHWESTERLY LINE OF PARCEL 1, A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 56°22'11" E ALONG SAID PARALLEL LINE, A DISTANCE OF 233.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1;

THENCE S 33°36'46" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 33.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 106.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 233.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1;

THENCE N 33°36'46" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 33.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,721 SQUARE FEET, OR 0.177 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



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

N.T.S.

RANCHO EL SOBRANTE
DE SAN JACINTO

EXISTING R/W
RW PER BOOK "R" PG 548-549,
OF DEEDS, REC. 2/8/1877
SAN BERNARDINO CO.

MAGNOLIA

AVE

P.O.C.
CL INT

T.P.O.B.

PARCEL
0784-005B

7,721 SQ.FT.
0.177 AC.

INST. # 0830799
REC'D 10/20/2004

PM 194/16-18
PCL 1

APN 135-170-035

SECTION 27
T.3S., R.6W.

LINE DATA

- ① S 33°36'46" E - 6.00'
- ② N 56°22'11" E - 233.98'
- ③ S 33°36'46" E - 33.00'
- ④ N 33°36'46" W - 33.00'

- ① PCL NO. 6, 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

COUNTY OF RIVERSIDE

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.: 0784-005B

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

W.O. NO.: B7-0784

APPROVED BY: *Timothy F. Rayburn* DATE: 1/12/2012

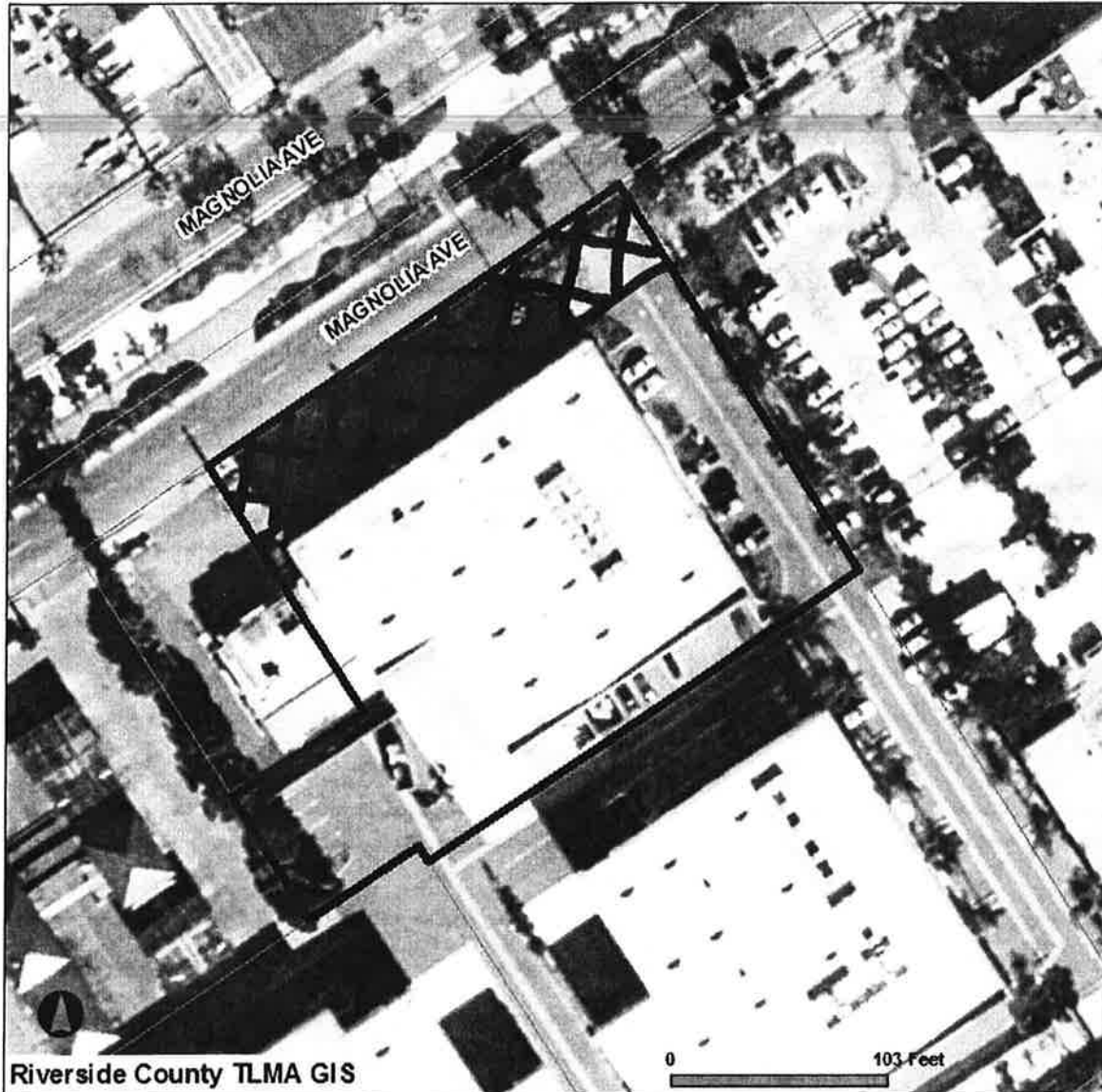
SHEET 1 OF 1 SHEET

ATTACHMENT "3"

Item	Description	Cost
1	500 SF irrigated lawn area @ \$2.15/SF	\$1,075
2	5 – 4" steel posts @ \$200 each	\$1,000
3	Approx. 34 bushes @ \$50 each	\$1,700
4	Two 7" Conifers @ \$750 each	\$1,500
5	Concrete paving	Contractor to replace in like kind As shown on Attachment "4"
6	292 SF asphalt paving	Contractor to replace in like kind
7	245 LF concrete curbing	Contractor to replace in like kind
	Total Landscaping / Hardscape	\$5,275

ATTACHMENT "4"

Attachment "4"



Selected parcel(s):
135-170-035

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Mon Jun 18 07:16:57 2012

Version 120530