

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

608A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
May 9, 2013

SUBJECT: Right of Way Acquisition Agreements and Permit to Enter and Construct Agreements for the Ellis Avenue Sidewalk Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreements and Permit to Enter and Construct Agreements, all within a portion of Assessor's Parcel Numbers 342-020-008 and 343-130-002;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Robert Field

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 13,650	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: 100% Gas Tax	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

COUNTY OF RIVERSIDE COUNTY COUNSEL
 DATE: 3/14/13
 BY: PATRICIA MUNROE
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 5/8/13
 SAMUEL WONG
 Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:

2013 MAY 10 PM 1:20
 COUNTY OF RIVERSIDE
 RECEIVED BY TELETYPE

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 5/1

Agenda Number:

3-11

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete these transactions; and
4. Authorize and allocate the sum of \$3,500 to acquire a portion of Assessor's Parcel Number 342-020-008 and \$1,000 to acquire a portion of Assessor's Parcel Number 343-130-002 as well as \$9,150 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department (RCTD) is proposing to construct a sidewalk project on the south side of Ellis Avenue, between Cowie Avenue and Marshall Street near the Good Hope Elementary School in the Good Hope area (Project). Installation of the proposed sidewalks will reduce the potential for vehicle and pedestrian conflicts, thus improving public safety in the area.

The Notice of Exemption was filed and posted on December 5, 2011. Staff conducted a review of the Project and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Sections 15301 and 15061(b)(3).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the partial acquisition of a portion of the property with the following owners who will each execute an Easement Deed in favor of the County of Riverside:

Assessor's Parcel No.	Owner	Purchase Price (Easement Interest)	Associated Costs	Subtotal
342-020-008 (por)	Juan Marcos and Rosalinda Diaz	\$3,500	\$4,575*	\$8,075
343-130-002 (por)	Elena Gonzalez	\$1,000	\$4,575*	\$5,575
Totals		\$4,500	\$9,150	\$13,650

*Preliminary Title Report, County Appraisal, Title/Escrow Fees, and Staff Time

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 summarized the funding necessary for the acquisition and temporary access for portions of Assessor's Parcel Numbers: 342-020-008 and 343-130-002:

Acquisition and Temporary Access	\$ 4,500
Estimated Title and Escrow charges:	\$ 2,000
Preliminary Title Report	\$ 800
County Appraisal:	\$ 2,350
EDA/FM Real Property Staff Time:	\$ 4,000
Total Estimated Acquisition Costs:	\$13,650

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) 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 the transaction.

Attachments:

Right of Way Acquisition Agreements
Permit to Enter and Construct Agreements

1 PROJECT: ELLIS AVENUE SIDEWALK PROJECT

2 APN: 343-130-002 (PORTION)

3
4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 ("County"), and ELENA GONZALEZ, a married woman as her sole and separate
8 property, ("Grantor"). County and Grantor are sometimes collectively referred to as
9 "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located on Ellis Avenue in
12 the Good Hope Area, County of Riverside, State of California, as referenced on the
13 Plat Map identified as Attachment "1," attached hereto and made a part hereof. The
14 real property consisting of 1.56 acres of land and is also known as Assessor's Parcel
15 Number: 343-130-002 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desires to
17 purchase a portion of the easement interest in the Property ("ROW"), for the purpose of
18 constructing the Ellis Avenue Sidewalk Project ("Project") as follows: an Easement
19 Deed in favor of County for road purposes described on Attachment "2" attached
20 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
21 and

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

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

28

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

3
4 **ARTICLE 1. AGREEMENT**

5 1. Recitals. All the above recitals are true and correct and by this reference
6 are incorporated herein.

7 2. Consideration. For good and valuable consideration, Grantor agrees to
8 sell and convey to the County, and the County agrees to purchase from Grantor all of
9 the Right-of-Way Property described herein, under the terms and conditions set forth in
10 this Agreement. The full consideration for the Right-of-Way Property consists of the
11 purchase price amount for the real property interests to be acquired by the County
12 ("Purchase Price"). The Purchase Price in the amount of One Thousand Dollars
13 (\$1,000) is to be distributed to Grantor in accordance with this Agreement.

14 3. County Responsibilities.

15 A. Upon the mutual execution of this Agreement, County will open
16 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
17 Escrow Holder's request the Parties shall execute such additional Escrow instructions
18 as are reasonably required to consummate the transaction contemplated by this
19 Agreement and are not inconsistent with this Agreement. In the event of any conflict
20 between the terms of this Agreement and any additional Escrow instructions, the terms
21 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
22 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
23 approved by County with interest accruing for the benefit of County. The Escrow
24 Account shall remain open until all charges due and payable have been paid and
25 settled; any remaining funds shall be refunded to the County.

26 B. Upon the opening of Escrow, the County shall deposit the
27 Consideration as follows:

1 i. Purchase Price. Deposit into Escrow the Purchase Price in
2 the amount of One Thousand Dollars (\$1,000) (the "Deposit").

3 C. On or before the date that Escrow is to close ("Close of Escrow"):

4 i. Closing Costs. County will deposit to Escrow Holder
5 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
6 transaction, and if title insurance is desired by County, the premium charged therefore.
7 Said escrow and recording charges shall not include documentary transfer tax as
8 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
9 Taxation Code section 11922.

10 iii. County will deposit all other such documents consistent with
11 this Agreement as are reasonably required by Escrow Holder or otherwise to close
12 Escrow.

13 D. County will authorize the Escrow Holder to close Escrow, in
14 accordance with the provisions herein, to Grantor conditioned only upon the
15 satisfaction by County.

16 i. The deposit of the following documents into Escrow for
17 recordation in the Official Records of the County Recorder of Riverside County
18 ("Official Records") upon Close of Escrow:

19 a. The easement deed executed, acknowledged and
20 delivered to Lorie Houghlan, Real Property Agent for the County or to Escrow Holder,
21 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting
22 the portion of the Property, subject to the following:

23 1. Free and clear of all liens, encumbrances,
24 easements, leases (recorded or unrecorded), and taxes except those encumbrances
25 and easements which, in the sole discretion of the County, are acceptable, except:

26 2. Current fiscal year, including personal
27 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
28 and Taxation Code of the State of California;

1 3. Easements or rights of way of record over said
2 land for public or quasi-public utility or public street purposes, if any;

3 4. Any items on the Preliminary Title Report
4 (PTR) not objected to by County in a writing provided to Escrow Holder before the
5 Close of Escrow;

6 5. Any other taxes owed whether current or
7 delinquent are to be made current.

8 E. At closing or Close of Escrow, County is authorized to deduct and
9 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
10 real property taxes, bonds, and assessments in the following manner:

11 a. All real property taxes shall be prorated, paid, and canceled
12 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

13 b. Pay any unpaid liens or taxes together with penalties, cost
14 and interest thereon, and any bonds or assessments that are due on the date title is
15 transferred.

16 F. County shall direct Escrow Holder to disburse purchase price
17 minus any and all charges due upon Close of Escrow in accordance with the escrow
18 instructions contained in this Agreement.

19 G. County, shall, at its own cost and expense complete the work
20 identified as Items 1 through 3 as shown on Attachment "4" and described on
21 Attachment "5", both attached hereto and made a part hereof.

22 4. Grantor Responsibilities.

23 A. Execute and acknowledge an Easement Deed in favor of the
24 County for road purposes dated _____ and deliver deed to Lorie Houghlan, Real
25 Property Agent for the County or to the Escrow Holder.

26 B. Grantor shall indemnify, defend, protect, and hold the County of
27 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
28 Supervisors, elected and appointed officials, employees, agents, representatives,

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

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

25 **Article II. MISCELLANEOUS**

26 1. It is mutually understood and agreed by and between the Parties hereto
27 that the right of possession and use of the subject property by County, including the
28 right to remove and dispose of improvements, shall commence upon the execution of

1 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
2 payment for such possession and use.

3 2. This Agreement embodies all of the considerations agreed upon between
4 the County and Grantor. This Agreement was obtained without coercion, promises
5 other than those provided herein, or threats of any kind whatsoever by or to either
6 party.

7 3. The performance of this Agreement constitutes the entire consideration
8 for the acquisition of the Property and shall relieve the County of all further obligations
9 or claims pertaining to the acquisition of the Property or pertaining to the location,
10 grade or construction of the proposed public improvement.

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

14 5. This Agreement shall not be changed, modified, or amended except upon
15 the written consent of the Parties hereto.

16 6. This Agreement is the result of negotiations between the Parties and is
17 intended by the Parties to be a final expression of their understanding with respect to
18 the matters herein contained. This Agreement supersedes any and all other prior
19 agreements and understandings, oral or written, in connection therewith. No provision
20 contained herein shall be construed against the County solely because it prepared this
21 Agreement in its executed form.

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

1 8. Grantor and its assigns and successors in interest shall be bound by all
2 the terms and conditions contained in this Agreement, and all the Parties thereto shall
3 be jointly and severally liable thereunder.

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

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

6 Dated: _____

7 GRANTOR:

8 ELENA GONZALEZ, a married woman
9 as her sole and separate property

10 By:  _____

Elena Gonzalez

11 COUNTY OF RIVERSIDE

12
13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: _____
17 John J. Benoit, Chairman
18 Board of Supervisors

19 By: _____
20 Deputy

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

24 By:  _____
25 Patricia Munroe
26 Deputy County Counsel

27 SV:ra/110612/421ED/15.486 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.486.doc
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ATTACHMENT "1"

Assessor's Plat Map

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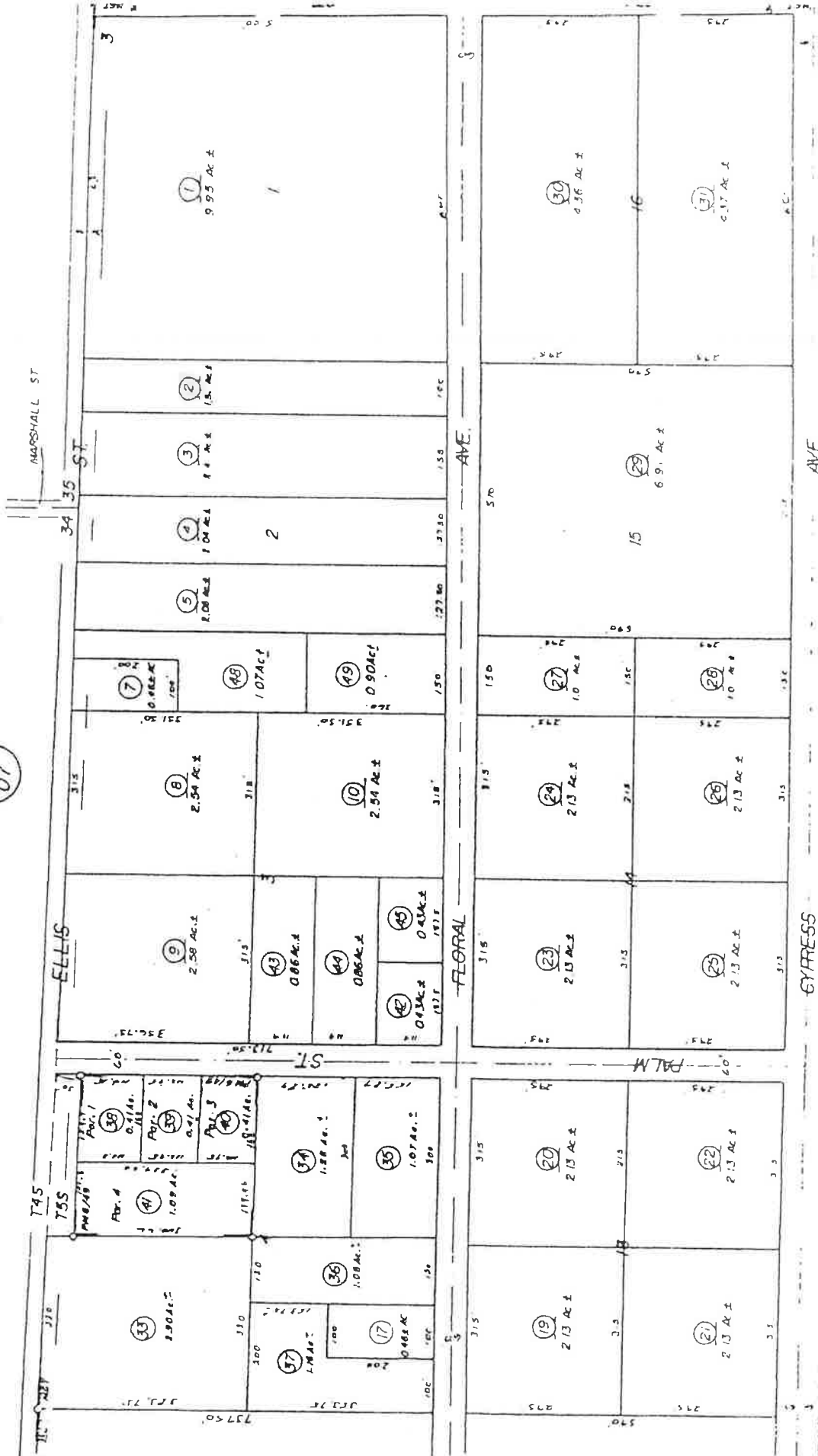
43-13

T.R.A. 8714

POR. NE 1/4 SEC. 3, T5S-R4W

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

325/07



MB 11/520 SD Mountain Glen Tract
P.M. 5/49 Parcel Map 4664

AUG 1971

ASSESSORS MAP BY 343 P
RIVERSIDE COUNTY, CALIF
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ATTACHMENT "2"
Legal Description and Plat Map

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EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE MOUNTAIN GLEN TRACT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 520 OF MAPS, SAN DIEGO COUNTY RECORDS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE CENTERLINE OF ELLIS AVENUE AS SHOWN ON PARCEL MAP NO. 7376, FILED IN PARCEL MAP BOOK 25, PAGE 75, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID CENTERLINE SOUTH 00°08'00" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 100.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 100.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE;

THENCE NORTH 00°08'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 44.00 FEET TO SAID CENTERLINE OF ELLIS AVENUE;

THENCE SOUTH 89°52'00" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

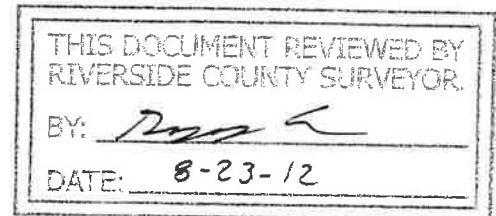
CONTAINING 4,400 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

Brian D. Fox 8/20/12

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13



ATTACHMENT "3"

Deed Form

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Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

TK:ra/082812/421ED/15.281

(Space above this line for Recorder's use)

PROJECT: Ellis Avenue Sidewalk Project
APN: 343-130-002 (portion)

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

ELENA GONZALEZ, a married woman as her sole and separate property

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 2 OF THE MOUNTAIN GLEN TRACT IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 520 OF MAPS, SAN DIEGO COUNTY RECORDS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE CENTERLINE OF ELLIS AVENUE AS SHOWN ON PARCEL MAP NO. 7376, FILED IN PARCEL MAP BOOK 25, PAGE 75, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID CENTERLINE SOUTH 00°08'00" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 89°52'00" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 100.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 100.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE;

THENCE NORTH 00°08'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 44.00 FEET TO SAID CENTERLINE OF ELLIS AVENUE;

THENCE SOUTH 89°52'00" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,400 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

Brian D. Fox 8/20/12

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRE: 12-31-13

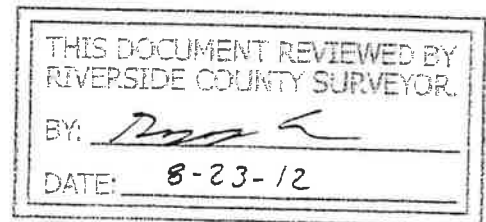


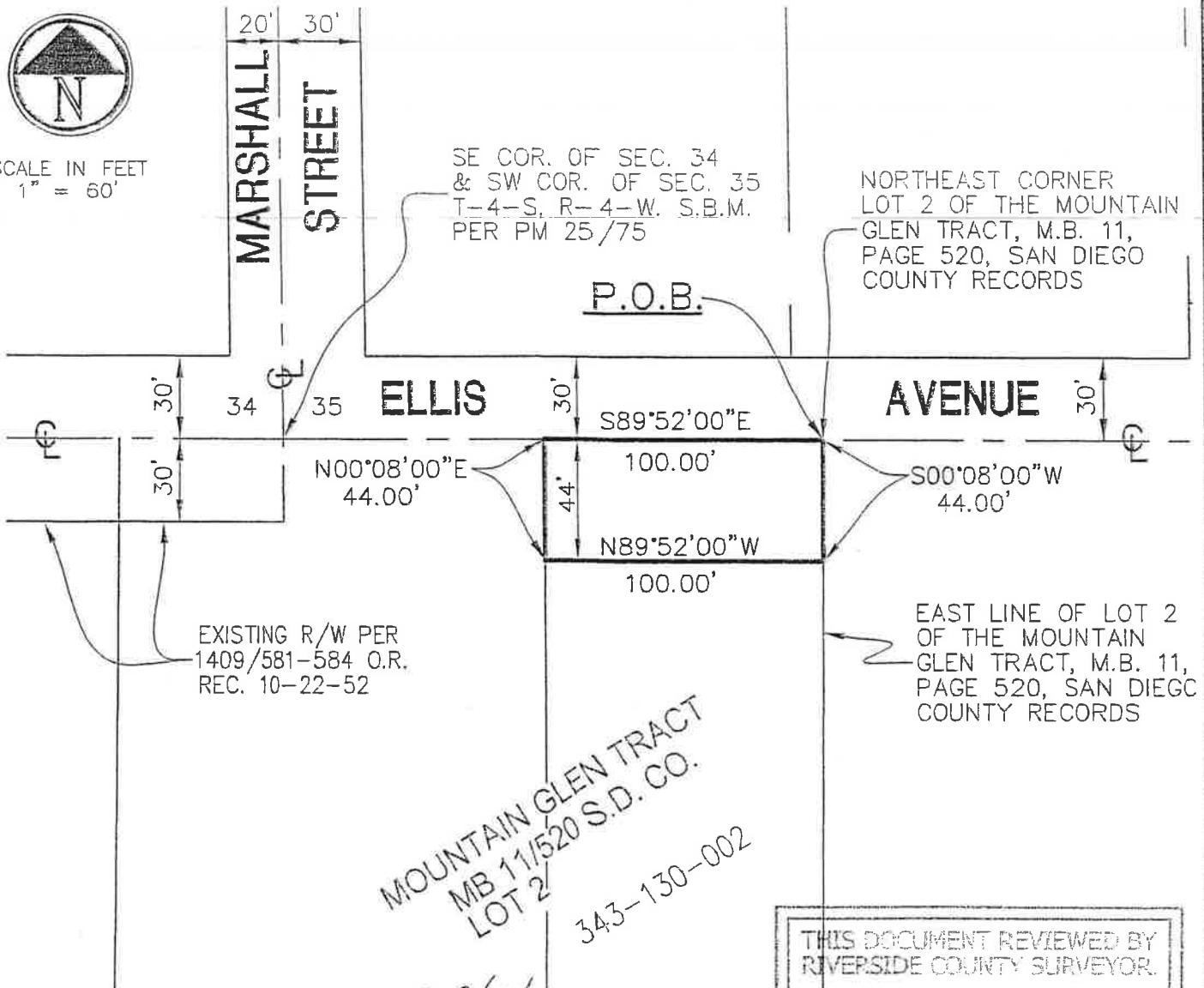
EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 3, S.B.M.
LEGEND

 PARCEL LINES
 RIGHT-OF-WAY DEDICATION



 SCALE IN FEET
 1" = 60'



MOUNTAIN GLEN TRACT
 MB 11/520 S.D. CO.
 343-130-002

DATED: 8/20/12



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: 
 DATE: 8-23-12



VICINITY MAP
NTS

PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
 MUNICIPAL CONSULTANTS / PLANNERS
 SURVEYORS / GPS
 151 South Girard Street
 Hemet, Ca 92544
 TEL. (951) 652-4454
 FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL_PLATS.dwg

Project: Ellis Avenue Sidewalk Project
APN: 343-130-002 (portion)

CERTIFICATE of ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

PUBLIC ROAD AND UTILITY EASEMENT

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from ELENA GONZALEZ, a married woman as her sole and separate property, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

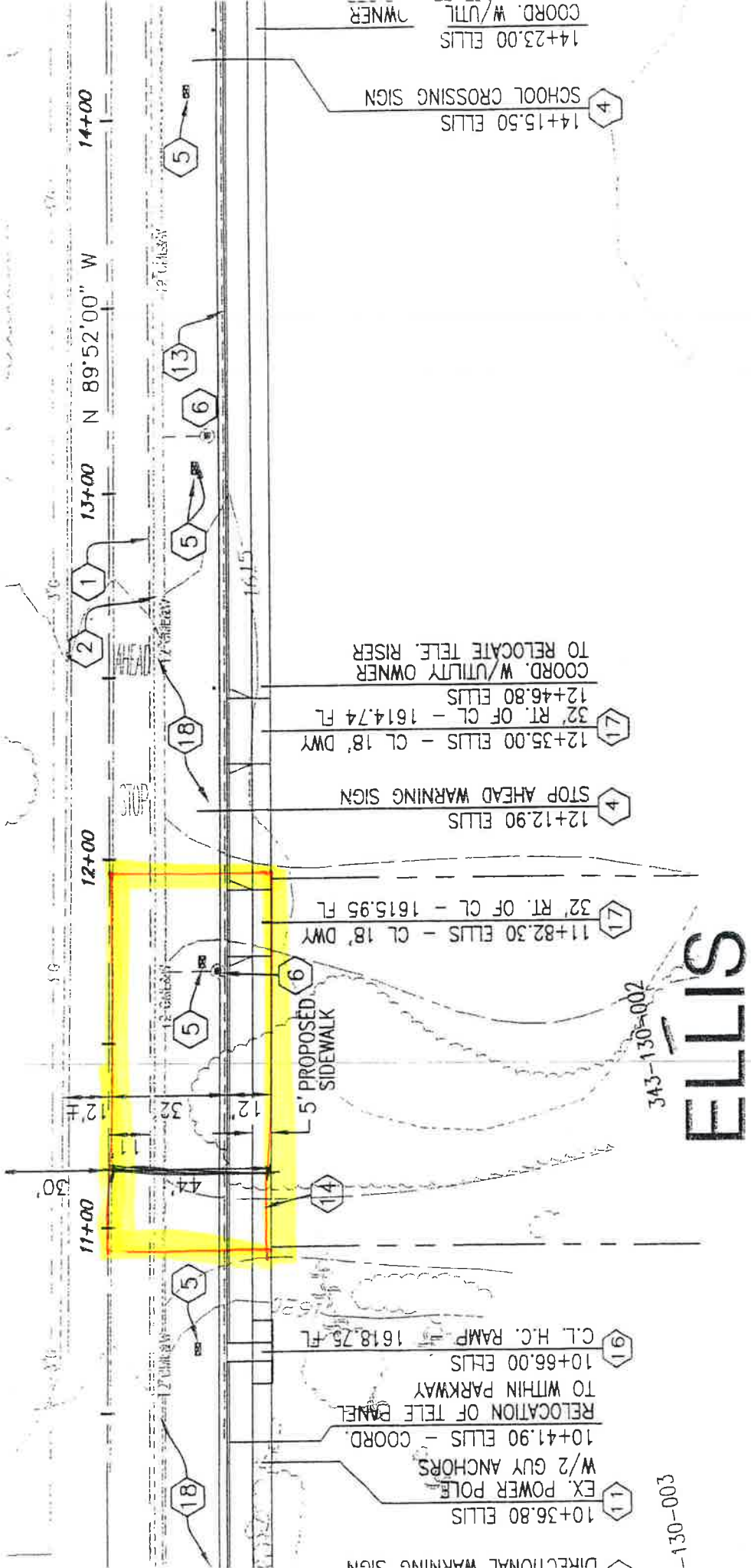
Dated: _____

COUNTY OF RIVERSIDE

By: _____, Deputy
Juan C. Perez
Director of Transportation

ATTACHMENT "4"
Construction Plans

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343-130-002

ELLIS

-130-003

	Prepared Under The BRAIN D. FOX, P.E.; R.C.E.
Principal Engineer 	REGISTERED PROFESSIONAL ENGINEER B. FOX No. 57264 Exp. 12/31/13 CIVIL STATE OF CALIFORNIA
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT APPROVED BY: <i>Alan French</i> ALAN D. FRENCH, P.E. R.C.E. 45702, EXP. 12-31-12	Date _____ Date _____ Recommended _____
Seal - County 	REGISTERED PROFESSIONAL ENGINEER ALAN D. FRENCH No. 45702 Exp. 12/31/12 CIVIL STATE OF CALIFORNIA

ATTACHMENT "5"

Scope of Work

The County shall complete the following items described below and depicted on Attachment "4" at County's sole cost:

Item	Description of Work
1.	Relocate existing water meter.
2.	Remove and relocate existing mailbox.
3.	Construct 18-foot wide concrete driveway located at approximately Station 11+82.30.

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1 ELENA GONZALEZ, a married woman as her sole and separate property ("Grantor")

2
3 COUNTY OF RIVERSIDE, a political subdivision of the State of California
4 ("County")

5 PROJECT: Ellis Avenue Sidewalk Project

6 APN(S): 343-130-002 (portion)

7
8 **PERMIT TO ENTER AND CONSTRUCT**

9 This Permit to Enter and Construct ("Permit") is made and entered into this
10 _____ day of _____, 20____, ("Effective Date") between ELENA
11 GONZALEZ, a married woman as her sole and separate property ("Grantor") and the
12 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County").
13 Grantor and County are sometimes collectively referred to as "Parties".

14 **RECITALS**

15 WHEREAS, Grantor is the owner of certain real property located on Ellis
16 Avenue in the Good Hope area, County of Riverside, State of California, (Assessor's
17 Parcel Number 343-130-002), as referenced on the Plat Map identified as Exhibit "A"
18 attached hereto and incorporated herein by this reference, ("Property"), and has the
19 right to grant to County permission to enter upon and use the Property; and

20 WHEREAS, County of Riverside Economic Development Agency and
21 Transportation Department are currently working on a sidewalk project located on Ellis
22 Avenue between Cowie Avenue and Marshall Street in the Good Hope area ("Project");
23 and

24 WHEREAS, County desires to obtain Grantor's permission and Grantor desires
25 to grant the right to enter upon and use the 15-foot portion of the Property, on a
26 temporary basis as highlighted on Exhibit "B", attached hereto and incorporated herein
27 by this reference, to transition the driveway apron located at Station 11+82.30 back to
28

1 existing grade and for all purposes necessary to facilitate and accomplish the
2 construction of the Project; and

3 NOW, THEREFORE, Grantor and County do hereby agree as follows:
4

5 **AGREEMENT**

6 1. All the above recitals are true and correct and by this reference are incorporated
7 herein.

8 2. Grantor hereby grants to County and its agents, employees and contractors the
9 temporary right to enter onto the 15-foot portion of the Property as highlighted on
10 Exhibit "B" for the purpose of transitioning the driveway apron located at Station
11 11+82.30 back to existing grade and for all purposes necessary to facilitate and
12 accomplish the construction of the Project.

13 3. This permission is granted in consideration of the benefits which may accrue to
14 the Property.

15 4. A thirty (30) day written notice shall be given to Grantor prior to using the rights
16 herein granted. The rights herein granted may be exercised for six (6) months from the
17 thirty (30) day written notice, or until completion of said Project, whichever occurs later.

18 5. Prior to any entry upon the Property for any of the purposes herein above set
19 forth, County shall notify the authorities in charge named below by written at least thirty
20 (30) days prior to commencement of work.

21
22 Name: Elena Gonzalez
23 Address: 31642 Via Madonna
24 Phone: San Juan Capistrano, CA 92675

25 6. County shall not permit to be placed against the Property, or any part thereof,
26 any design professionals', mechanics', materialman's contractors' or subcontractors'
27 liens with the regard to County's actions upon the Property.
28

1 7. Grantor shall be held harmless from all claims of third persons arising from the
2 use by County of the Property.

3 8. County shall, in all activities undertaken pursuant to this Permit, comply and
4 cause its contractors, agents, and employees to comply with all federal, state, and local
5 laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.
6 Without limiting the generality of the foregoing, County, at its sole cost and expense,
7 shall obtain any and all permits which may be required by any law, regulation or
8 ordinance for any activities County desires to conduct or have conducted pursuant to
9 this Permit.

10 9. This Permit is the result of negotiations between the Parties hereto. The Parties
11 further declare and represent that no inducement, promise or agreement not herein
12 expressed has been made to them and this Permit contains the entire agreement of the
13 Parties, and that the terms of this Permit are contractual and not a mere recital. Any
14 ambiguity in the Permit or any of its provisions shall not be interpreted against the party
15 drafting the Permit.

16 10. The undersigned represents that it has the authority to, and does, bind the
17 person or entity on whose behalf and for whom it is signing this Permit and the
18 attendant documents provided for herein, and this Permit and said additional
19 documents are, accordingly, binding on said person or entity.

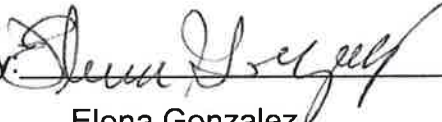
20 11. This Permit will be governed and construed by the laws of the State of
21 California.

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

27 13. The Permit shall not be changed, modified, or amended except upon the
28 written consent of the Parties hereto.

1 IN WITNESS WHEREOF, the Parties hereto have executed this Permit to Enter
2 and Construct on the date first above written.

3 GRANTOR:
4 ELENA GONZALEZ, a married woman
5 as her sole and separate property

6 By: 
7 Elena Gonzalez

8
9 COUNTY OF RIVERSIDE

10 ATTEST:
11 Kecia Harper-Ihem
12 Clerk of the Board

By: _____
John J. Benoit, Chairman
Board of Supervisors

13 By: _____
14 Deputy

15 APPROVED AS TO FORM:
16 Pamela J. Walls
17 County Counsel

By: 
18 Patricia Munroe
19 Deputy County Counsel

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EXHIBIT "A"
Assessor's Plat Map

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T.R.A. 8714

POR. NE 1/4 SEC. 3, T5S-R4W

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

325/07



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MB 11/520 SD Mountain Glen Tract
P.M. 5/49 Force/Map 4684

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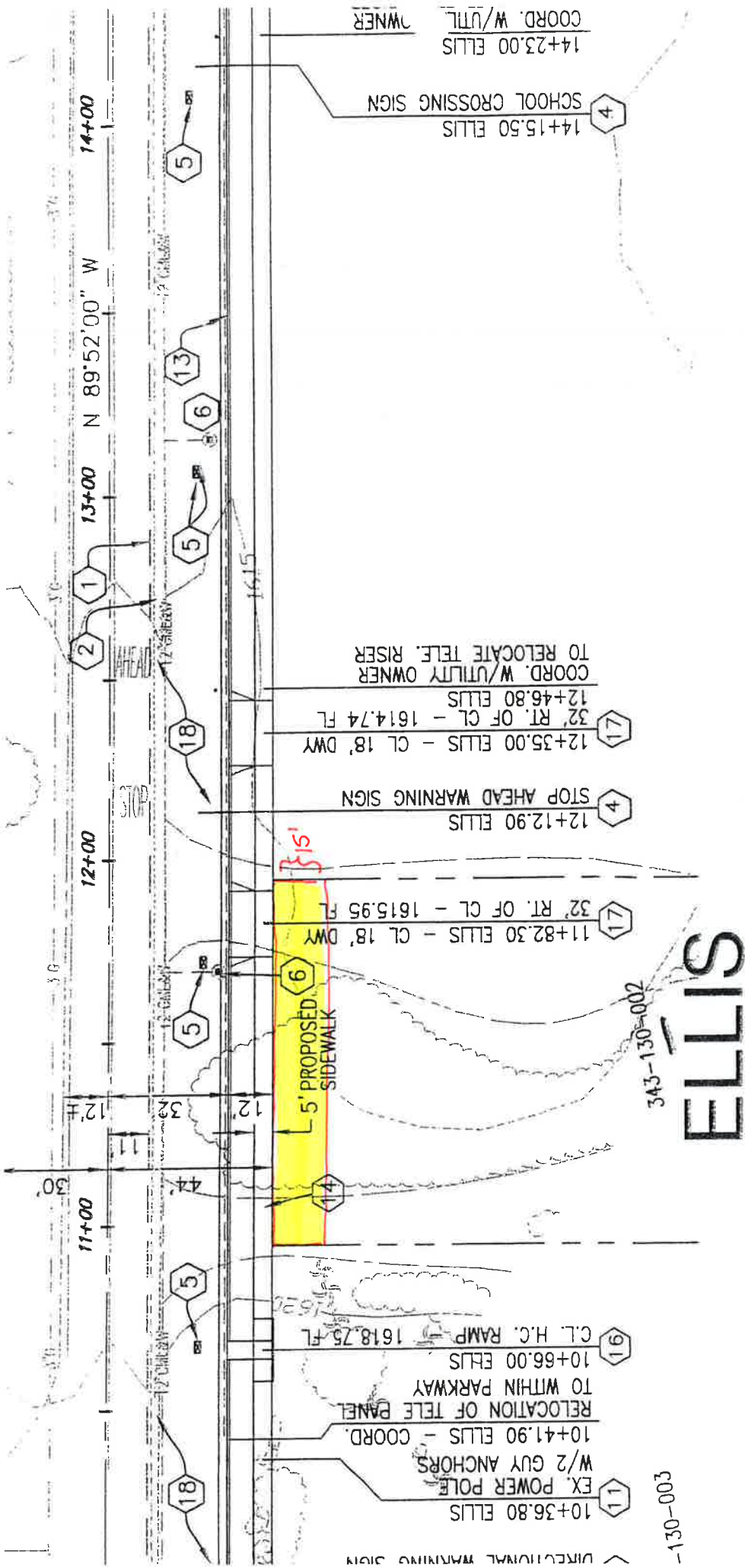
ASSESSORS MAP BK 343 P
RIVERSIDE COUNTY, CALIF
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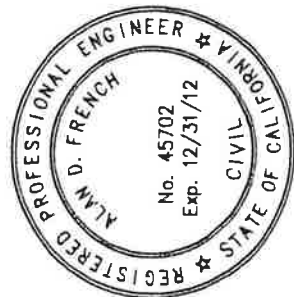

EXHIBIT "B"
Construction Plans

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343-130-002

ELLIS

<p>Date</p>	<p>Seal - County</p>	<p>Principal Engineer</p>	
<p>APPROVED BY:</p> <p><i>Alan French</i></p> <p>ALAN D. FRENCH, P.E. R.C.E. 45702, EXP. 12-31-12</p>			<p>Prepared Under The</p> <p style="text-align: right;">067</p> <p>BRAIN D. FOX, P.E.; R.C.E.</p>
<p>Recommended</p>	<p>Date</p>	<p>Date</p>	