

FORM APPROVED COUNTY COUNSEL
 BY: PATRICIA MUNROE
 DATE

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

903
A



FROM: Economic Development Agency/Facilities Management and
 Transportation Department

SUBMITTAL DATE:
 June 13, 2013

SUBJECT: Temporary Construction Access Agreements for the Fred Waring Drive Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreements for Parcels 0689-014A, 0689-032A, 0689-040A, and 0689-041A, all within portions of Assessor's Parcel Numbers 609-340-001, 604-180-041, 604-180-065, and 604-180-066;
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:	\$ 33,200	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: Palm Desert Finance Authority-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 L. Sargent*
 County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Angulo 6/12/13
 SAMUEL WONG

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

5813 JUN 18 6 51 PM '13
 COUNTY OF RIVERSIDE
 CLERK OF THE BOARD

JUN 11 6 11 PM '13
 COUNTY OF RIVERSIDE
 CLERK OF THE BOARD

3-10

Prev. Agn. Ref.: 3-34 of 1/8/13 District: 4/4 Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

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;
4. Authorize and allocate the sum of \$9,200 for temporary access to a portion of Assessor's Parcel Number 609-340-001 identified as Parcel 0689-014A and \$2,000 to pay all related transaction costs;
5. Authorize and allocate the sum of \$6,700 for temporary access to a portion of Assessor's Parcel Number 604-180-041 identified as Parcel 0689-032A and \$2,000 to pay all related transaction costs;
6. Authorize and allocate the sum of \$5,100 for temporary access to a portion of Assessor's Parcel Number 604-180-065 identified as Parcel 0689-040A and \$2,000 to pay all related transaction costs; and
7. Authorize and allocate the sum of \$4,200 for temporary access to a portion of Assessor's Parcel Number 604-180-066 identified as Parcel 0689-041A and \$2,000 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department (RCTD) is proposing to widen Fred Waring Drive, between Adams Street and Port Maria Road in the Bermuda Dunes/La Quinta area of eastern Riverside County (Project). The Project includes widening the existing Fred Waring Drive from four to six lanes, installation of a sound wall on the south side of Fred Waring Drive, and construct a parking lane on the north side of Fred Waring Drive to allow for safe ingress/egress from the residential homes.

On January 8, 2013, the Board approved Item 3-34 adopting the Mitigated Negative Declaration for Environmental Assessment No. 42564, approving the Fred Waring Drive Improvement Project, and adopting the Mitigation Monitoring and Reporting Program for the Project.

RCTD has contracted with Overland, Pacific & Cutler (OPC), acquisition consultants, with oversight role by Economic Development Agency/Facilities Management (EDA/FM). OPC has negotiated the acquisition of temporary access rights of a portion of the property with the following owners:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Rental Price And Improvements	Associated Costs*	Subtotal
0689-014A	609-340-001	Glace	\$9,200	\$2,000	\$11,200
0689-032A	604-180-041	Rice	\$6,700	\$2,000	\$8,700
0689-040A	604-180-065	Greenburg	\$5,100	\$2,000	\$7,100
0689-041A	604-180-066	Alexander	\$4,200	\$2,000	\$6,200
Totals			\$25,200	\$8,000	\$33,200

*Preliminary Title Report, County Appraisal, Consultant Time, and Staff Time.

(Continued)

BACKGROUND: (Continued)

The Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the temporary access of portions of Assessor's Parcel Numbers: 609-340-001, 604-180-041, 604-180-065, and 604-180-066;

Temporary Access (Rental Price)	\$25,200
EDA/FM Real Property Staff Time	\$8,000
Total Estimated Acquisition Costs	\$33,200

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:

- Temporary Construction Access Agreements for Parcel 0689-014A (4)
- Temporary Construction Access Agreements for Parcel 0689-032A (4)
- Temporary Construction Access Agreements for Parcel 0689-040A (4)
- Temporary Construction Access Agreements for Parcel 0689-041A (4)

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

3
4 MARNEY ANN GLACE, a widow, (“Grantor”)

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-340-001 (PORTION)

8 PARCEL NO.: 0689-014A
9

10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement (“Agreement”) is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 (“County”) and MARNEY ANN GLACE, a widow, (“Grantor”). County and Grantor are
14 sometimes collectively referred to as “Parties.”

15 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
16 and use the land of Grantor in the County of Riverside, State of California, as portion of
17 Assessor’s Parcel Number 609-340-001, highlighted on Attachment “1,” attached
18 hereto (“Property”), and made a part hereof, for temporary access and for all purposes
19 necessary to facilitate and accomplish the construction of Fred Waring Drive
20 Improvements Project.

21 2. AFFECTED PARCEL. The temporary construction access, used during
22 construction of the Project, referenced as Parcel No. 0689-014A consisting of 2,875
23 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof
24 (“TCA Area”).

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of
26 Nine Thousand Two Hundred Dollars (\$9,200.00) for the right to enter upon and use
27 the TCA Area in accordance with the terms hereof. Payment to the Grantor for items
28 listed in Attachment “3” is included in the compensation portion of this Agreement.

1 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
2 to the Grantor prior to using the rights herein granted. The rights herein granted may
3 be exercised for six (6) months from the 30 day written notice, or until completion of
4 said Project, whichever occurs later.

5 5. EQUIPMENT. It is understood that the County may enter upon the TCA
6 Area where appropriate or designated for the purpose of getting equipment to and from
7 the TCA Area.

8 6. RESPONSIBILITES.

9 a. Grantor's Responsibilities – County has identified landscape items that
10 may be impacted by construction activities. Grantor is responsible for the
11 purchase and installation of Attachment "3" items. Grantor removes the
12 County from the obligation or responsibility for installation or restoration
13 of these items. Grantor waives rights to seek additional compensation for
14 landscaping.

15 b. County's Responsibilities - County or its contractors shall remove or alter
16 some of the landscape, irrigation and hardscape items necessary to
17 complete the public improvement project from the TCA Area. The County
18 or its contractors will match the grade of the parcel to the roadway at the
19 property line. This will require relocating the mailbox, realigning the
20 driveway gate and gate motor, realigning the pedestrian gate,
21 reconstructing entry steps and planter, and reconstructing the entry
22 driveway. An exhibit depicting the existing condition of the property with
23 these recommended improvements is attached, Attachment "4". Any
24 privately-owned site improvements currently located within the public
25 right of way will be removed by the contractor without compensation.
26 County will maintain pedestrian access to the property during
27 construction.

1 7. REMOVAL OR DISPOSAL. The right to enter upon and use the TCA
2 Area includes the right to remove and dispose of certain items listed in Attachment "3".
3 Payment to the Grantor for items listed in Attachment "3" is included in Paragraph 3
4 above (the compensation portion of this Agreement).

5 8. COUNTY TO PROTECT IN PLACE. County agrees to perform its best
6 efforts to protect in place items listed in Attachment "3", however, in the event items are
7 impacted by construction activities, County has provided compensation to Grantor for
8 these items in Attachment "3".

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

12 10. HOLD HARMLESS. Grantor shall be held harmless from all claims of
13 third persons arising from the County's use of the TCA Area permitted under this
14 Agreement; however, this hold harmless agreement does not extend to any liability
15 arising from or as a consequence of the presence of hazardous waste on the Property.

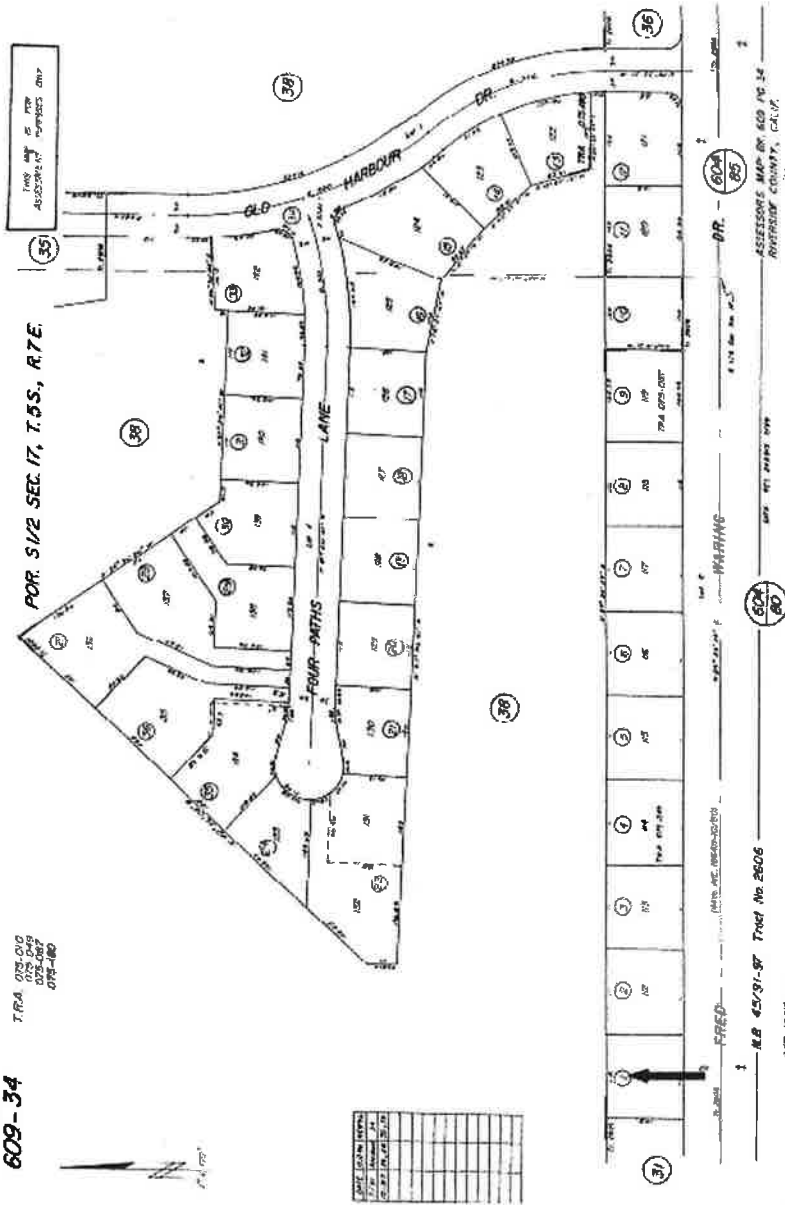
16 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
17 Property and that they have the right to grant County permission to enter upon and use
18 the Property.

19 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations
20 between the parties hereto. This Agreement is intended by the parties as a final
21 expression of their understanding with respect to the matters herein and is a complete
22 and exclusive statement of the terms and conditions thereof. This Agreement
23 supersedes any and all other prior agreements or understandings, oral or written, in
24 connection therewith. No provision contained herein shall be construed against the
25 County solely because it provided or prepared this Agreement.

26 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
27 modified, or amended except upon the written consent of the parties hereto.

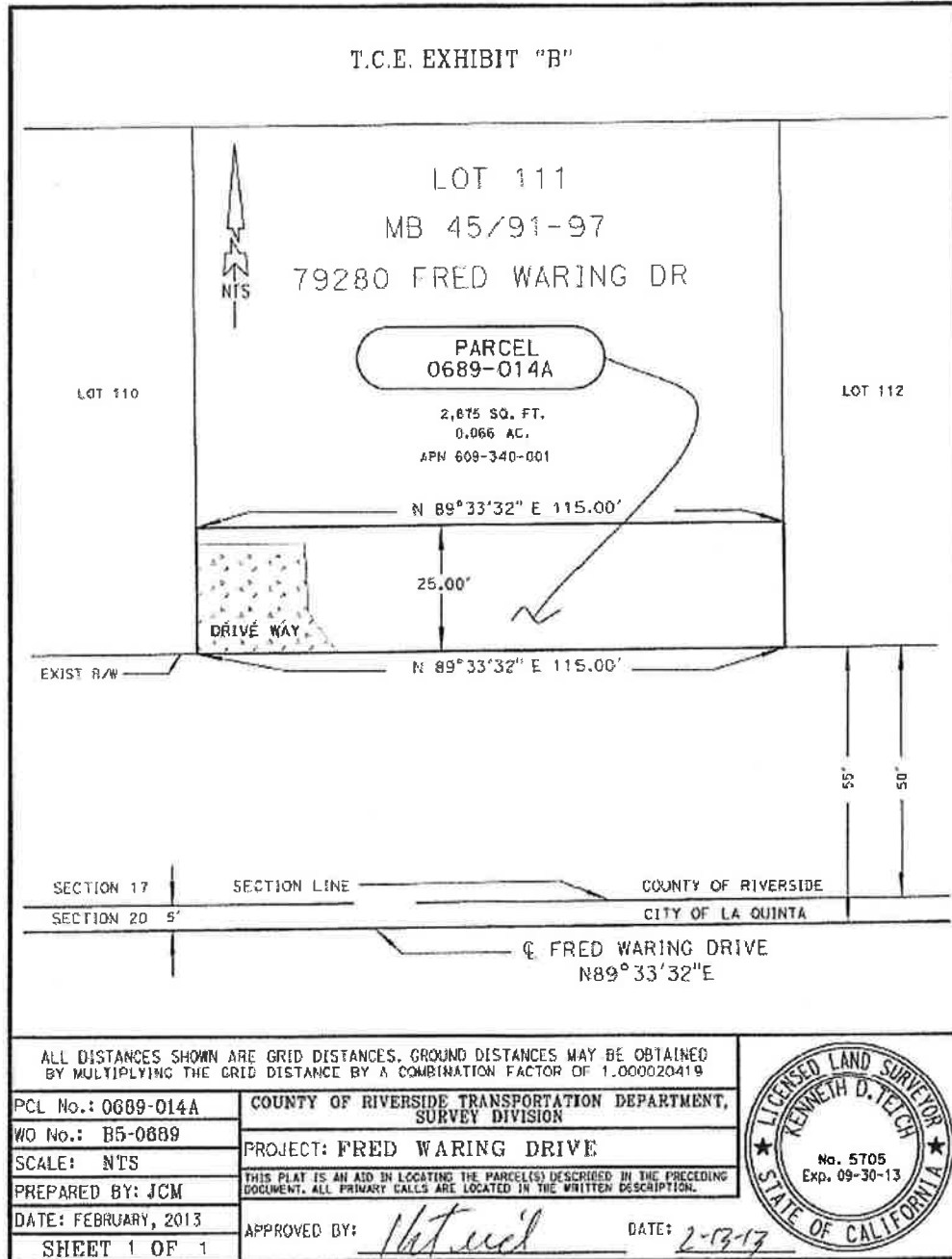
28 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

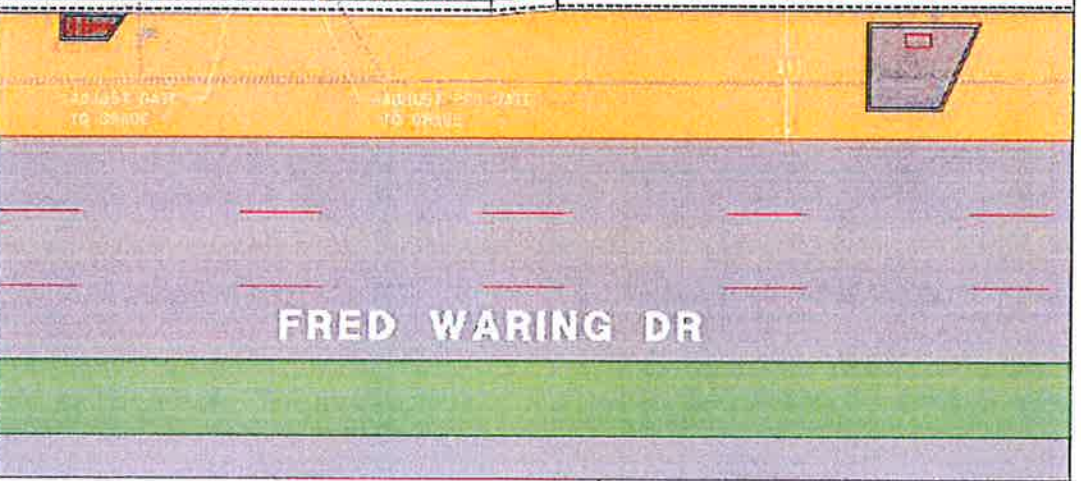
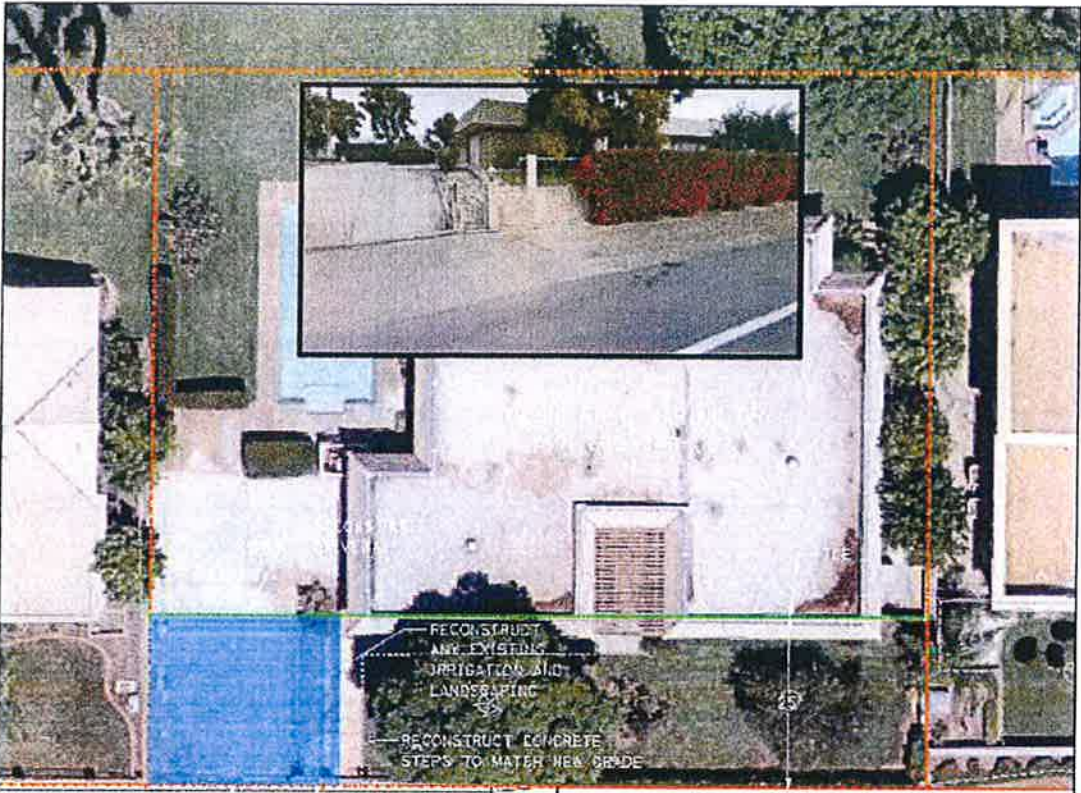
ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA




ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	8	20	160.00
1 Gallon Shrub		Ea	3	10	30.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf	100	0.85	85.00
Turf Overseeding		Sf	1,775	0.3	532.50
Soil Preparation		Sf	100	0.35	35.00
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf	1,975	0.1	197.50
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf	100	0.85	85.00
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	100	1	100.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
					-
Wall Reconstruction					
5' High standard block wall		Lf		58	-
Wall Engineering		LS	1	850	850.00
concrete wall cap		Lf	90	8	720.00
Remove 1 row decorative block from wall		Lf		5	-
Additional slump block 3 rows		Lf	90	30	2,700.00
Paint Wall		Lf	90	5	450.00
Landscape Lighting					
		LS		100	-
			Sub-Total		5,945.00
Owner Coordination Cost (20%)				0.2	1,189.00
			Sub-Total		7,134.00
OPC Appraisal Contingency (10%)					713.40
Total					7,847.40

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



LEGEND	PROJECT	SHEET No.
 COUNTY TO RECONSTRUCT DRIVEWAY, LANDSCAPING, CONCRETE STEPS AND ADJUST GATES	FRED WARING DRIVE IMPACTS TO 79200 FRED WARING DR	SHEET XX OF XX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

3
4 JAMES S. RICE and BARBARA G. RICE, of their Successors, as Trustee of the Rice
5 Living Trust, U/A Dated May 28, 1993, recorded June 14, 1993, (“Grantor”)

6
7 PROJECT: Fred Waring Drive Improvements
8 APN: 604-180-041 (PORTION)
9 PARCEL NO.: 0689-032A

10
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement (“Agreement”) is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 (“County”) and JAMES S. RICE and BARBARA G. RICE, of their Successors, as
15 Trustee of the Rice Living Trust, U/A Dated May 28, 1993, recorded June 14, 1993,
16 (“Grantor”). County and Grantor are sometimes collectively referred to as “Parties.”

17 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
18 and use the land of Grantor in the County of Riverside, State of California, as portion of
19 Assessor’s Parcel Number 604-180-041, highlighted on Attachment “1,” attached
20 hereto (“Property”), and made a part hereof, for temporary access and for all purposes
21 necessary to facilitate and accomplish the construction of Fred Waring Drive
22 Improvements Project.

23 2. AFFECTED PARCEL. The temporary construction access, used during
24 construction of the Project, referenced as Parcel No. 0689-032A consisting of 1,644
25 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof
26 (“TCA Area”).

27 3. COMPENSATION. County shall pay to the order of Grantor the sum of
28 Six Thousand Seven Hundred Dollars (\$6,700.00) for the right to enter upon and use

1 the TCA Area in accordance with the terms hereof. The improvement value is based on
2 the highlighted items shown in attachment "3", (Description of Improvements), attached
3 hereto and is included in the total compensation of this agreement.

4 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
5 to the Grantor prior to using the rights herein granted. The rights herein granted may
6 be exercised for six (6) months from the 30 day written notice, or until completion of
7 said Project, whichever occurs later.

8 5. EQUIPMENT. It is understood that the County may enter upon the TCA
9 Area where appropriate or designated for the purpose of getting equipment to and from
10 the TCA Area.

11 6. RESPONSIBILITES.

12 a. Grantor's Responsibilities – County has identified landscape items that
13 may be impacted by construction activities. Grantor is responsible for the
14 purchase and installation of Attachment "3" items. Grantor removes the
15 County from the obligation or responsibility for installation or restoration
16 of these items. Grantor waives rights to seek additional compensation for
17 landscaping.

18 b. County's Responsibilities - County or its contractors shall remove or alter
19 some of the landscape, irrigation and hardscape items necessary to
20 complete the public improvement project from the TCA Area. The County
21 or its contractors will match the grade of the parcel to the roadway at the
22 property line. This will require relocating backyard wall two feet farther
23 out from the original property line and expanding the backyard property,
24 connecting pool equipment wall to new slump block wall, extending the 1'
25 mini retaining wall to join new slump block wall, and painting the inside of
26 wall to match existing interior wall color. Any privately-owned site
27 improvements currently located within the public right of way will be
28 removed by the contractor without compensation. County will provide

1 pedestrian access to the property during construction.

2
3 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
4 by County, but before its relinquishment to Grantor, debris generated by County's use
5 will be removed and the surface will be graded and left in a neat condition.

6 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
7 third persons arising from the County's use of the TCA Area permitted under this
8 Agreement; however, this hold harmless agreement does not extend to any liability
9 arising from or as a consequence of the presence of hazardous waste on the Property.

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

13 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
14 between the parties hereto. This Agreement is intended by the parties as a final
15 expression of their understanding with respect to the matters herein and is a complete
16 and exclusive statement of the terms and conditions thereof. This Agreement
17 supersedes any and all other prior agreements or understandings, oral or written, in
18 connection therewith. No provision contained herein shall be construed against the
19 County solely because it provided or prepared this Agreement.

20 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
21 modified, or amended except upon the written consent of the parties hereto.

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

25 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
26 subparagraphs herein are for the purpose of convenience and reference only, and shall
27 in no way limit, define or otherwise affect the provisions of this Agreement.

28 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought

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

5
6
7 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

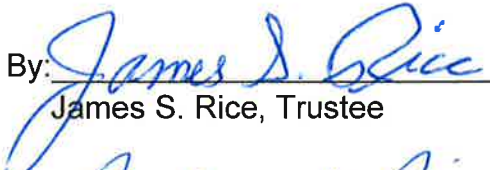
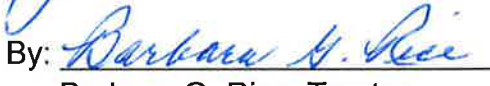
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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

6
7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
JAMES S. RICE and BARBARA G.
RICE, of their Successors, as Trustee of
the Rice Living Trust, U/A Dated May
28, 1993, recorded June 14, 1993

9
10
11
12
13 By: _____
14 John J. Benoit, Chairman
15 Board of Supervisors

By:  _____
James S. Rice, Trustee
By:  _____
Barbara G. Rice, Trustee

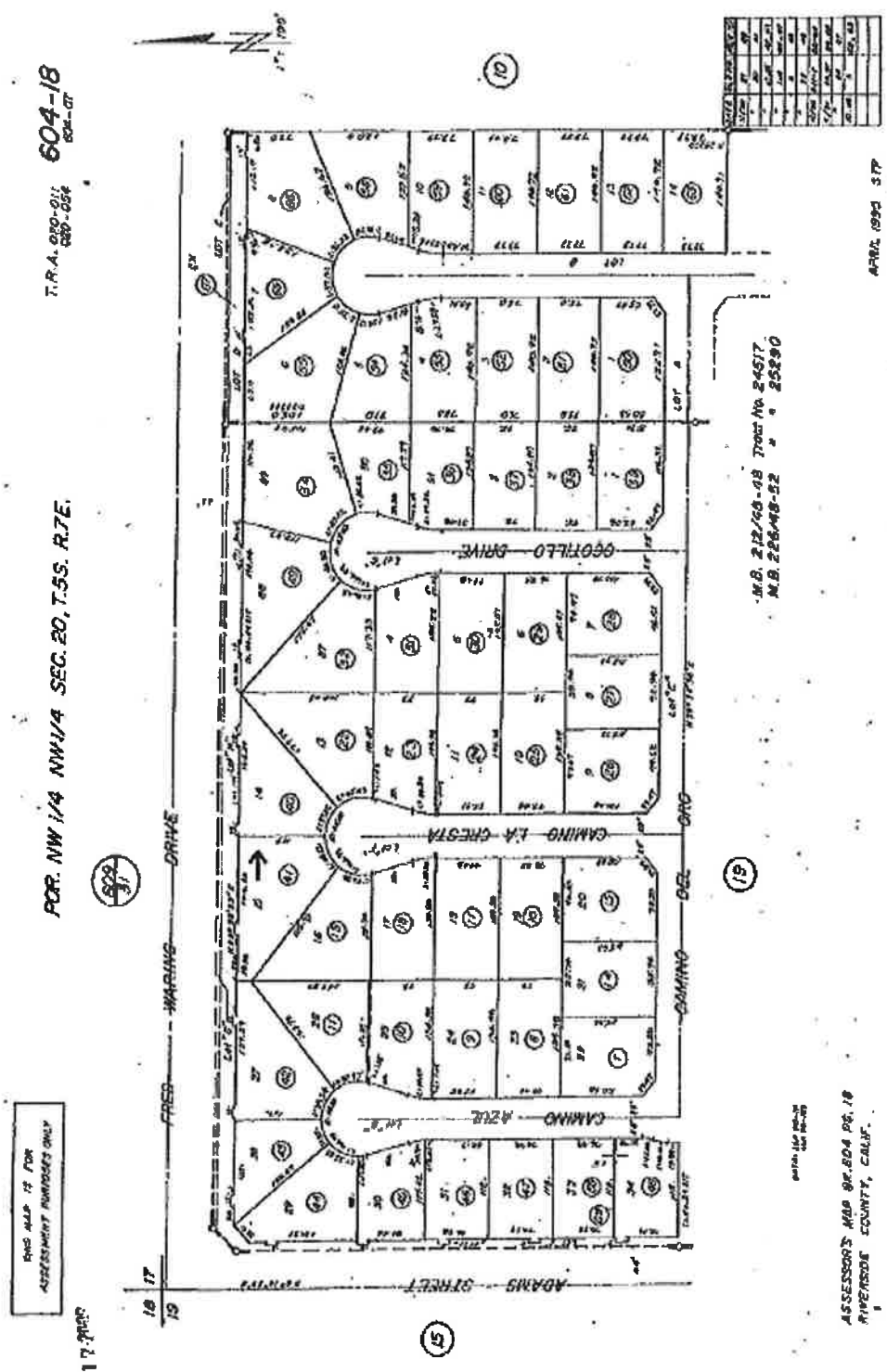
16
17 ATTEST:
18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: _____
21 Deputy

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

24 By:  _____
25 Patricia Munroe
26 Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



604-18
T.R.A. 090-01
080-054
004-07

FOR NW 1/4 NW 1/4 SEC. 20, T.5S. R.7E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

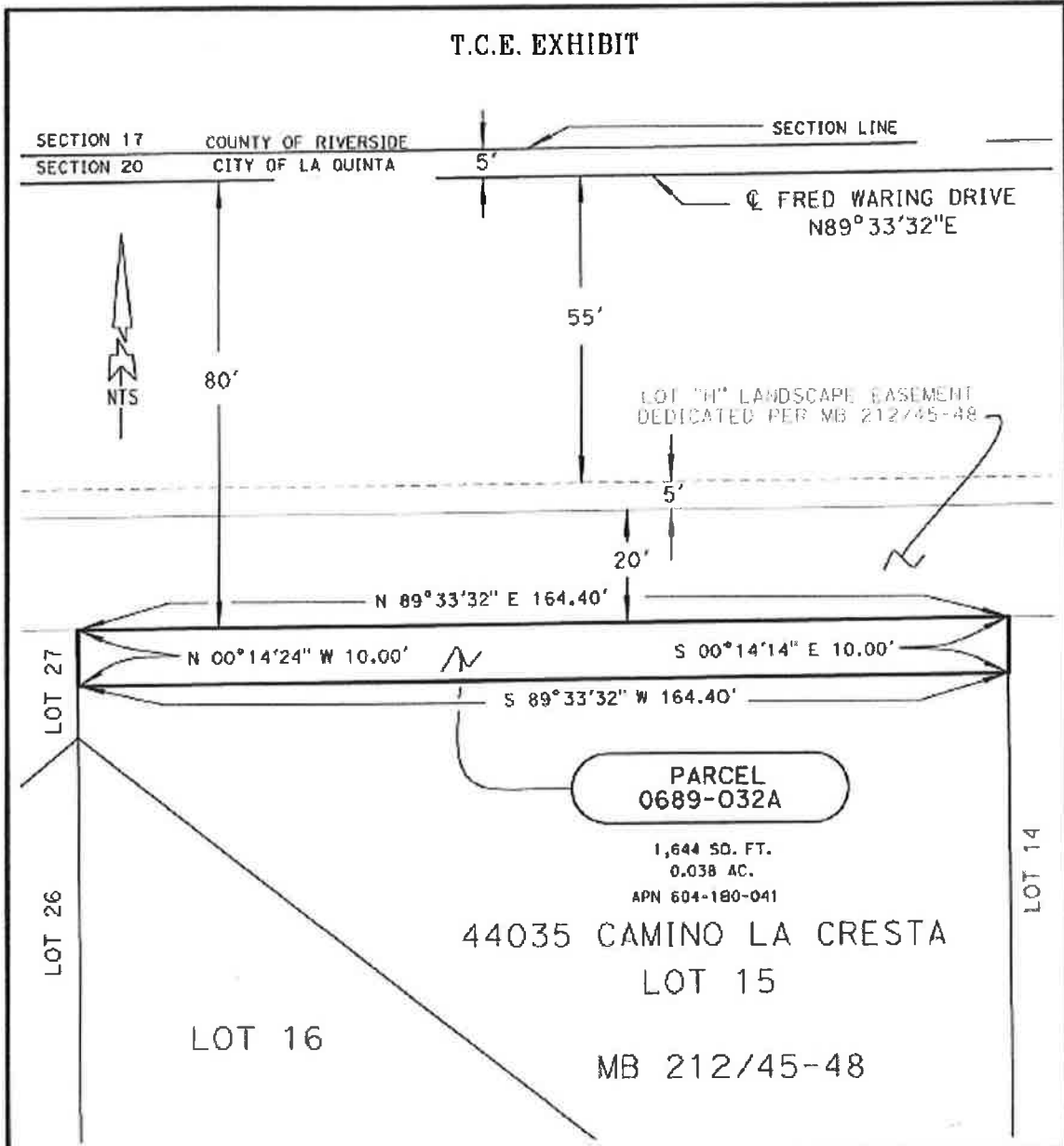
17.7456


M.B. 212/68-08 Tract No. 24517
M.B. 226/68-22 " " 25290

ASSESSORS MAP OF PG. 18
PIERRE COUNTY, CALIF.

APRIL 1991 S.P.

ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000020419		
PCL No.: 0689-032A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: B5-0689	PROJECT: FRED WARING DRIVE	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: JCM	APPROVED BY: <i>[Signature]</i>	
DATE: FEBRUARY, 2013	DATE: 2-14-13	
SHEET 1 OF 1		

ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		1,500	-
36" Box Tree		Ea		1,100	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		72	-
5 Gallon Shrub		Ea	30	19	570.00
1 Gallon Shrub		Ea	20	9.25	185.00
15 Gallon Vine		Ea	15	75	1,125.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Overseeding Turf Area		Sf	500	0.3	150.00
Soil Preparation		Sf	555	0.3	166.50
6" Plastic Planter Header		LF	185	4	740.00
Turf Fertilizer		Sf	500	0.1	50.00
Annual Color		FLATS		35	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.5	-
2" Thich Rock Mulch		Sf	555	0.5	277.50
2' Landscape Boulders		Ea		125	-
					-
Irrigation					
Spray Irrigation per SF		SF	555	1.5	832.50
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf	50	5.25	262.50
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		3	-
Brick Driveway		Lf		12	-
					-
Wall Reconstruction					
1' High Graden Retaining Walls		Lf	8	25	200.00
5' high slump block wall		Lf			-
concrete wall cap		Lf		2.5	-
Add additional slump block 3 rows		Lf		25	-
Modify Tubular steel fence height		Lf		10	-
Paint Block Wall		LF		3	-
Landscape Lighting					
		LS		500	-
			Sub-Total		4,559.00
Owner Coordination Cost (20%)				0.2	911.80
			Sub-Total		5,470.80
OPC Appraisal Contingency (10%)					547.08
TOTAL					6,017.88

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

3
4 DAVID GREENBERG, an unmarried man, (“Grantor”)

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 604-180-065 (PORTION)

8 PARCEL NO.: 0689-040A
9

10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement (“Agreement”) is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 (“County”) and DAVID GREENBERG, an unmarried man, (“Grantor”). County and
14 Grantor are sometimes collectively referred to as “Parties.”

15 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
16 and use the land of Grantor in the County of Riverside, State of California, as portion of
17 Assessor’s Parcel Number 604-180-065, highlighted on Attachment “1,” attached
18 hereto (“Property”), and made a part hereof, for temporary access and for all purposes
19 necessary to facilitate and accomplish the construction of Fred Waring Drive
20 Improvements Project.

21 2. AFFECTED PARCEL. The temporary construction access, used during
22 construction of the Project, referenced as Parcel No. 0689-040A consisting of 1,476
23 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof
24 (“TCA Area”).

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of
26 Five Thousand One Hundred Dollars (\$5,100.00) for the right to enter upon and use
27 the TCA Area in accordance with the terms hereof. The improvement value is based on
28 the highlighted items shown in attachment “3”, (Description of Improvements), attached

1 hereto and is included in the total compensation of this agreement.

2 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
3 to the Grantor prior to using the rights herein granted. The rights herein granted may
4 be exercised for six (6) months from the 30 day written notice, or until completion of
5 said Project, whichever occurs later.

6 5. EQUIPMENT. It is understood that the County may enter upon the TCA
7 Area where appropriate or designated for the purpose of getting equipment to and from
8 the TCA Area.

9 6. RESPONSIBILITES.

10 a. Grantor's Responsibilities – County has identified landscape items that
11 may be impacted by construction activities. Grantor is responsible for the
12 purchase and installation of Attachment "3" items. Grantor removes the
13 County from the obligation or responsibility for installation or restoration
14 of these items. Grantor waives rights to seek additional compensation for
15 landscaping.

16 b. County's Responsibilities - County or its contractors shall remove or alter
17 some of the landscape, irrigation and hardscape items necessary to
18 complete the public improvement project from the TCA Area, with the
19 exception of the pool, and cement hardscape adjacent to the pool. The
20 County or its contractors will match the grade of the parcel to the
21 roadway at the property line. This will require relocating backyard wall
22 two feet farther out from the original property line and expanding the
23 backyard property. Any privately-owned site improvements currently
24 located within the public right of way will be removed by the contractor
25 without compensation. County will provide pedestrian access to the
26 property during construction.

27 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
28 by County, but before its relinquishment to Grantor, debris generated by County's use

1 will be removed and the surface will be graded and left in a neat condition.

2 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
3 third persons arising from the County's use of the TCA Area permitted under this
4 Agreement; however, this hold harmless agreement does not extend to any liability
5 arising from or as a consequence of the presence of hazardous waste on the Property.

6 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
7 Property and that they have the right to grant County permission to enter upon and use
8 the Property.

9 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
10 between the parties hereto. This Agreement is intended by the parties as a final
11 expression of their understanding with respect to the matters herein and is a complete
12 and exclusive statement of the terms and conditions thereof. This Agreement
13 supersedes any and all other prior agreements or understandings, oral or written, in
14 connection therewith. No provision contained herein shall be construed against the
15 County solely because it provided or prepared this Agreement.

16 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
17 modified, or amended except upon the written consent of the parties hereto.

18 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
19 interest, shall be bound by all the terms and conditions contained in this Agreement,
20 and all the parties thereto shall be jointly and severally liable thereunder.

21 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
22 subparagraphs herein are for the purpose of convenience and reference only, and shall
23 in no way limit, define or otherwise affect the provisions of this Agreement.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

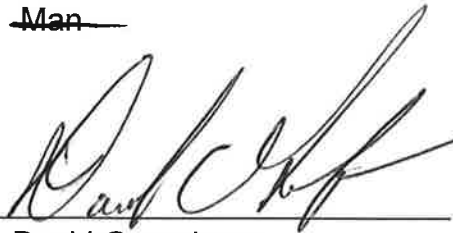
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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

6
7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
DAVID GREENBERG, ~~an~~
~~Unmarried~~
~~Man~~

9
10
11
12
13 By: _____
14 John J. Benoit, Chairman
15 Board of Supervisors

By: 
David Greenberg

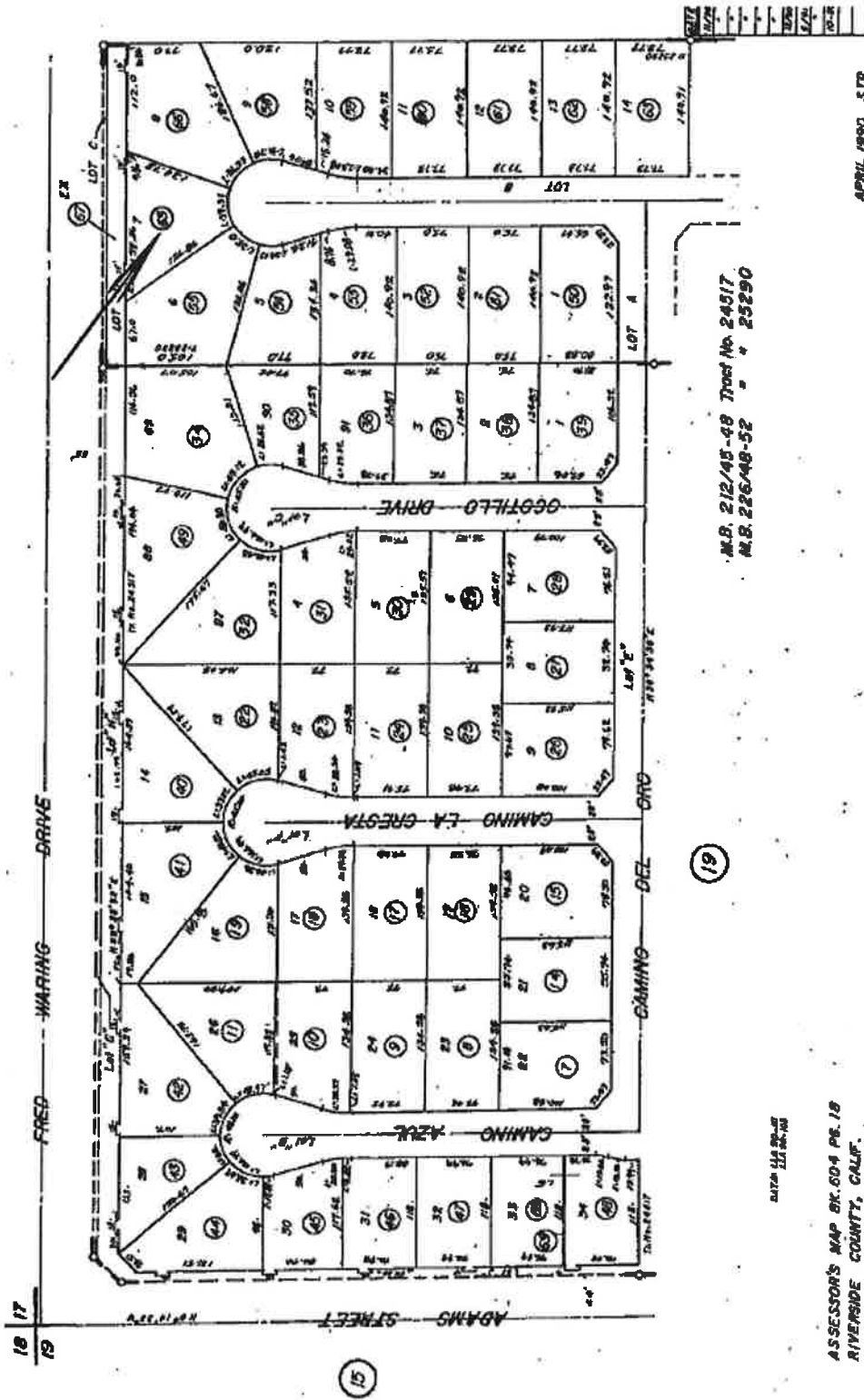
16 ATTEST:
17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: _____
20 Deputy

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

23 By: 
24 Patricia Munroe
25 Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



APRIL 1990 STP

M.B. 212/45-48 Tract No. 24617
M.B. 226/48-52 " " 25290

19

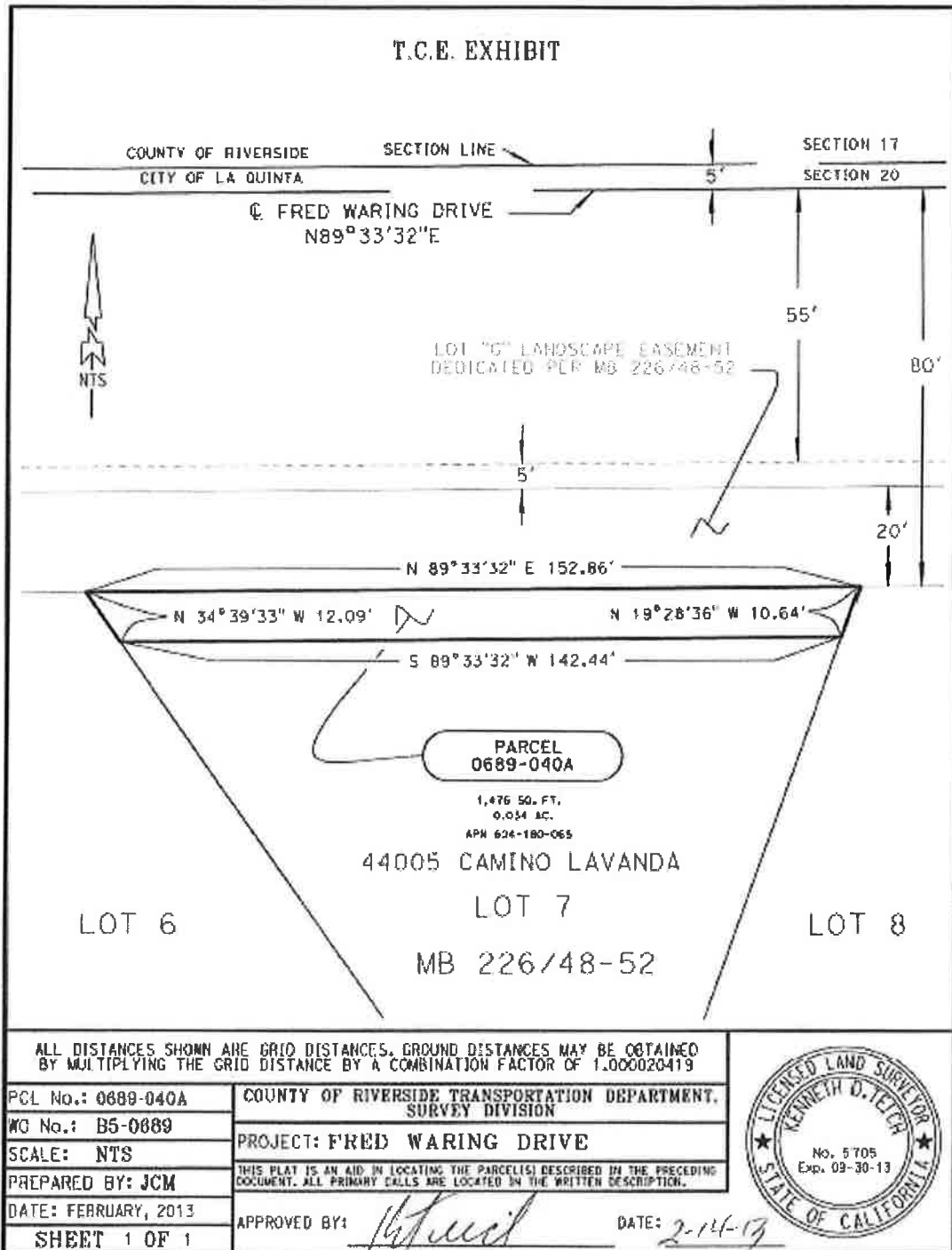
ASSESSOR'S MAP BK.004 PG. 18
RIVERSIDE COUNTY, CALIF.

DATE: 11/28/90

15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT "2"
 EXHIBIT OF
 TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	1	250	250.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	30	20	600.00
1 Gallon Shrub		Ea	20	10	200.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Overseeded Turf Area		Sf	500	0.3	150.00
Soil Preparation		Sf	600	0.35	210.00
6" Plastic Planter Header		LF	150	4	600.00
Turf Fertilizer		Sf	500	0.1	50.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf	600	0.85	510.00
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	600	1	600.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch trowl edge		Lf		2	-
					-
Wall Reconstruction					
3' High Graden Retaining Walls		Lf		58	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Add additional slump block 3 rows		Lf		30	-
Additional standard block 3 rows		Lf		32	-
Paint Block Wall		LF		4	-
Landscape Lighting					
		LS		500	-
			Sub-Total		3,170.00
Owner Coordination Cost (20%)				0.2	634.00
			Sub-Total		3,804.00
OPC Appraisal Contingency (10%)					380.40
Total					4,184.40

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

3
4 ROBERTO A. ALEXANDER and ELAINE ALEXANDER, husband and wife as joint
5 tenants, (“Grantor”)

6
7 PROJECT: Fred Waring Drive Improvements
8 APN: 604-180-066 (PORTION)
9 PARCEL NO.: 0689-041A

10
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

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

17 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
18 and use the land of Grantor in the County of Riverside, State of California, as portion of
19 Assessor’s Parcel Number 604-180-066, highlighted on Attachment “1,” attached
20 hereto (“Property”), and made a part hereof, for temporary access and for all purposes
21 necessary to facilitate and accomplish the construction of Fred Waring Drive
22 Improvements Project.

23 2. AFFECTED PARCEL. The temporary construction access, used during
24 construction of the Project, referenced as Parcel No. 0689-041A consisting of 1,332
25 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof
26 (“TCA Area”).

27 3. COMPENSATION. County shall pay to the order of Grantor the sum of
28 Four Thousand Two Hundred Dollars (\$4,200.00) for the right to enter upon and use

1 the TCA Area in accordance with the terms hereof. The improvement value is based on
2 the highlighted items shown in attachment "3", (Description of Improvements), attached
3 hereto and is included in the total compensation of this agreement.

4 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
5 to the Grantor prior to using the rights herein granted. The rights herein granted may
6 be exercised for six (6) months from the 30 day written notice, or until completion of
7 said Project, whichever occurs later.

8 5. EQUIPMENT. It is understood that the County may enter upon the TCA
9 Area where appropriate or designated for the purpose of getting equipment to and from
10 the TCA Area.

11 6. RESPONSIBILITIES.

12 a. Grantor's Responsibilities – County has identified landscape items that
13 may be impacted by construction activities. Grantor is responsible for the
14 purchase and installation of Attachment "3" items. Grantor removes the
15 County from the obligation or responsibility for installation or restoration
16 of these items. Grantor waives rights to seek additional compensation for
17 landscaping.

18 b. County's Responsibilities - County or its contractors shall remove or alter
19 some of the landscape, irrigation and hardscape items necessary to
20 complete the public improvement project from the TCA Area. The County
21 or its contractors will match the grade of the parcel to the roadway at the
22 property line. This will require relocating backyard wall two feet farther
23 out from the original property line and expanding the backyard property.
24 Any privately-owned site improvements currently located within the public
25 right of way will be removed by the contractor without compensation.
26 County will provide pedestrian access to the property during construction.

27
28 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area

1 by County, but before its relinquishment to Grantor, debris generated by County's use
2 will be removed and the surface will be graded and left in a neat condition.

3 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
4 third persons arising from the County's use of the TCA Area permitted under this
5 Agreement; however, this hold harmless agreement does not extend to any liability
6 arising from or as a consequence of the presence of hazardous waste on the Property.

7 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
8 Property and that they have the right to grant County permission to enter upon and use
9 the Property.

10 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
11 between the parties hereto. This Agreement is intended by the parties as a final
12 expression of their understanding with respect to the matters herein and is a complete
13 and exclusive statement of the terms and conditions thereof. This Agreement
14 supersedes any and all other prior agreements or understandings, oral or written, in
15 connection therewith. No provision contained herein shall be construed against the
16 County solely because it provided or prepared this Agreement.

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

19 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
20 interest, shall be bound by all the terms and conditions contained in this Agreement,
21 and all the parties thereto shall be jointly and severally liable thereunder.

22 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
23 subparagraphs herein are for the purpose of convenience and reference only, and shall
24 in no way limit, define or otherwise affect the provisions of this Agreement.

25 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
26 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
27 by this Agreement shall be tried in a court of competent jurisdiction in the County of
28 Riverside, State of California, and the Parties hereby waive all provisions of law

1 providing for a change of venue in such proceedings to any other county.

2
3
4 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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


6
7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
ROBERTO A. ALEXANDER and
ELAINE ALEXANDER, husband and
10 wife as joint tenants

11
12 By: _____
13 John J. Benoit, Chairman
14 Board of Supervisors

By:  _____
Roberto A. Alexander

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

By:  _____
Elaine Alexander

18 By: _____
19 Deputy

20 APPROVED AS TO FORM:
21 Pamela J. Walls, County Counsel

22 By:  _____
23 Patricia Munroe
24 Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION

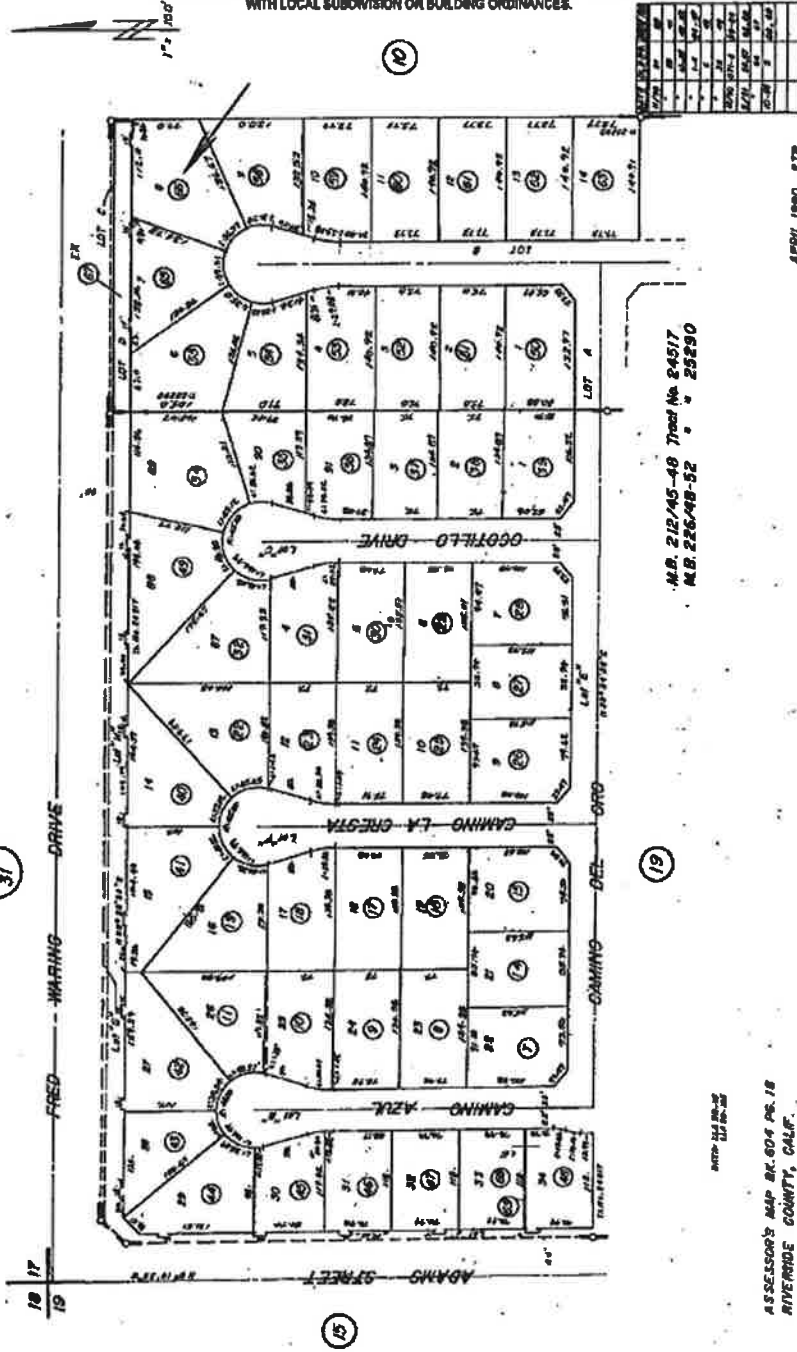
THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

T.R.A. 604-01
604-02
604-03
604-04
604-05
604-06
604-07
604-08
604-09
604-10
604-11
604-12
604-13
604-14
604-15
604-16
604-17
604-18
604-19
604-20
604-21
604-22
604-23
604-24
604-25
604-26
604-27
604-28

FOR NW 1/4 NW 1/4 SEC. 20, T.5S. R.7E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

BL 17.7MS



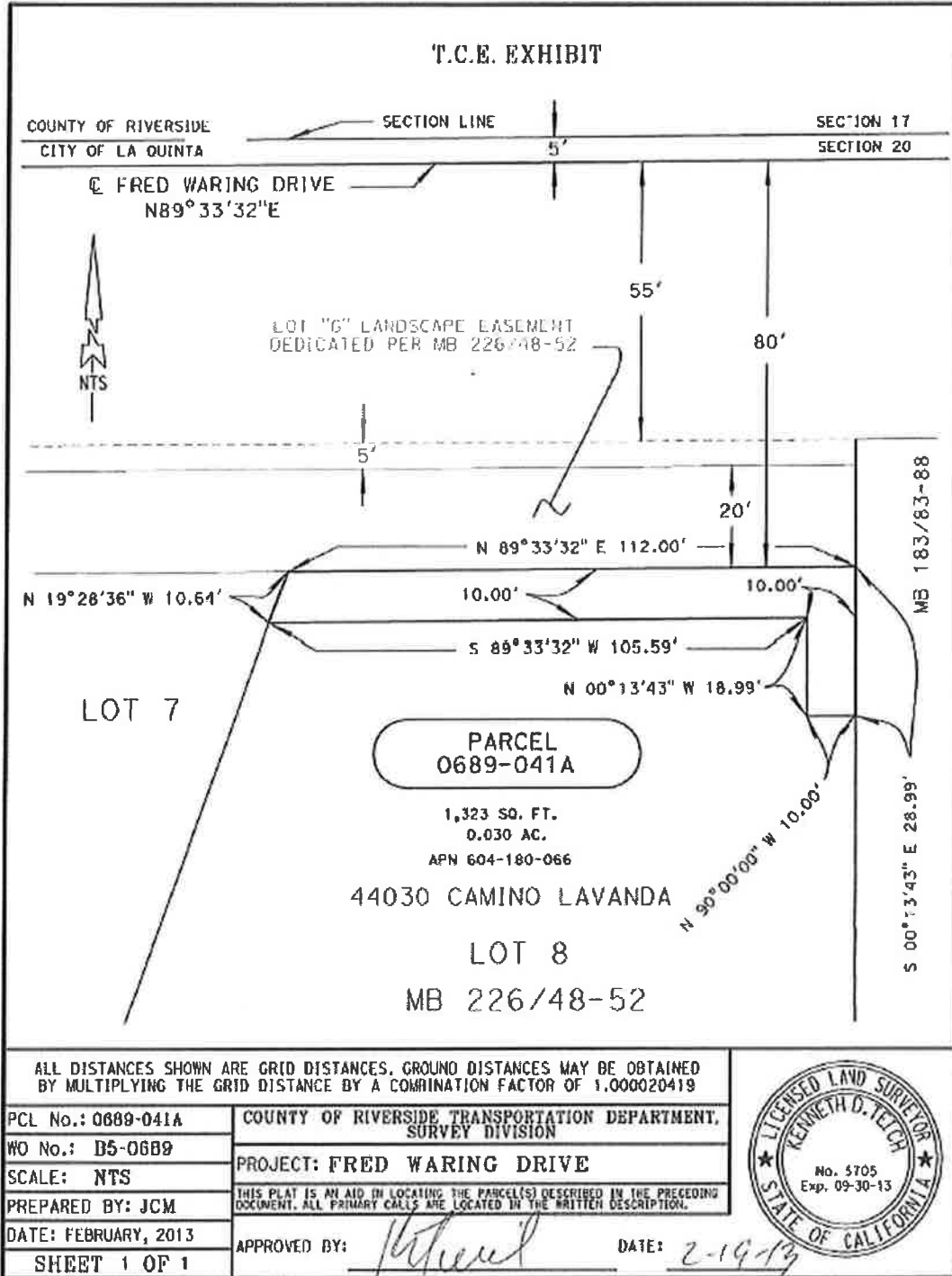
M.B. 212/45-48 Tract No 24517
M.B. 226/48-52 " 25290

ASSESSOR'S MAP BK 604 PG. 18
RIVERSIDE COUNTY, CALIF.

APRIL 1990 87P

Description: Riverside, CA Assessor Map 604.18 Page: 1 of 1
Order: 140-1411051-32 Comment:

ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	20	20	400.00
1 Gallon Shrub		Ea	17	10	170.00
15 Gallon Vine		Ea	2	75	150.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Overseed Turf Area		Sf	1,000	0.3	300.00
Soil Preparation		Sf	345	0.35	120.75
6" Plastic Planter Header		LF	115	4	460.00
Turf Fertilizer		Sf	1,000	0.1	100.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf	345	0.85	293.25
2" Thich Rock Mulch		Sf	345	0.85	293.25
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Spray Irrigation per SF		SF	345	1.5	517.50
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		3	-
					-
Wall Reconstruction					
3' High Graden Retaining Walls		Lf		50	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Add additional slump block 3 rows		Lf		25	-
Modify Tubular steel fence height		Lf		10	-
Paint Block Wall		LF		3	-
Landscape Lighting					
		LS		500	-
			Sub-Total		2,804.75
Owner Coordination Cost (20%)				0.2	560.95
			Sub-Total		3,365.70
OPC Appraisal Contingency (10%)					336.57
Total					3,702.27