

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

905
A



SUBMITTAL DATE:
June 13, 2013

FROM: Economic Development Agency/Facilities Management and
Transportation Department

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 0689-011A, 0689-018A, and 0689-021A, all within portions of Assessor's Parcel Numbers 609-314-007, 609-340-005, and 609-340-008;
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

Lisa Brandl for

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA
By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 73,900	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 *Jennifer L. Sargent*

FORM APPROVED COUNTY COUNSEL
 BY: *Patricia Romo* 6/17/13
 DATE
 DEPARTMENTAL CONTACT
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 6/12/13
 SAMUEL WONG
 Policy Policy
 Consent Consent
 Dept't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 3-34 of 1/08/13 **District:** 4/4 **Agenda Number:**

3-12

(Rev 08/2010)

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 \$10,100 for temporary access to a portion of Assessor's Parcel Number 609-314-007 identified as Parcel 0689-011A and \$2,500 to pay all related transaction costs;
5. Authorize and allocate the sum of \$12,500 for temporary access to a portion of Assessor's Parcel Number 609-340-005 identified as Parcel 0689-018A and \$2,500 to pay all related transaction costs; and
6. Authorize and allocate the sum of \$43,800 for temporary access to a portion of Assessor's Parcel Number 609-340-008 identified as Parcel 0689-021A and \$2,500 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
0689-011A	609-314-007	Barber	\$10,100	\$2,500	\$12,600
0689-018A	609-340-005	Witte	\$12,500	\$2,500	\$15,000
0689-021A	609-340-008	Strathearn	\$43,800	\$2,500	\$46,300
Totals			\$66,400	\$7,500	\$73,900

*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: 609-314-007, 609-340-005 and 609-340-008;

Temporary Access (Rental Price)	\$66,400
EDA/FM Real Property Staff Time	\$7,500
Total Estimated Acquisition Costs	\$73,900

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 0689-011A (4)
- Temporary Construction Access Agreements for Parcel 0689-018A (4)
- Temporary Construction Access Agreements for Parcel 0689-021A (4)

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

4 THOMAS J. BARBER and DIANE LYNNE BARBER, as Trustees of the Thomas and
5 Diane Barber Living Trust dated February 1, 1977, ("Grantor")
6

7 PROJECT: Fred Waring Drive Improvements
8 APN: 609-314-007
9 PARCEL NO.: 0689-011A
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 THOMAS J. BARBER and DIANE LYNNE BARBER, as Trustees of the
15 Thomas and Diane Barber Living Trust dated February 1, 1977, ("Grantor"). County
16 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 609-314-007, 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. 0689-011A consisting of 3,105
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 Ten Thousand One Hundred Dollars (\$10,100.00) for the right to enter upon and use

1 the TCA Area in accordance with the terms hereof. The improved value is based on
2 the highlighted items shown in attachment "3", (Description of Improvement), 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 mailbox, realigning gate and
23 reconstructing driveway. An exhibit depicting the existing condition of the
24 property with these recommended improvements is attached, Attachment
25 "4". Any privately-owned site improvements currently located within the
26 public right of way will be removed by the contractor without
27 compensation. County will provide pedestrian access to the property
28 during construction.

1
2 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
3 by County, but before its relinquishment to Grantor, debris generated by County's use
4 will be removed and the surface will be graded and left in a neat condition.

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

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

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

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

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

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

27 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
28 by either of the Parties hereto for the purpose of enforcing a right or rights providing for

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

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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.

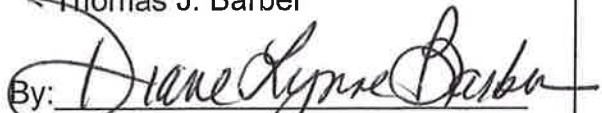
4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

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7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
THOMAS J. BARBER and DIANE
LYNNE BARBER, as Trustees of the
Thomas and Diane Barber Living Trust
dated February 1, 1977

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

By: 
Thomas J. Barber

By: 
Diane Lynne Barber

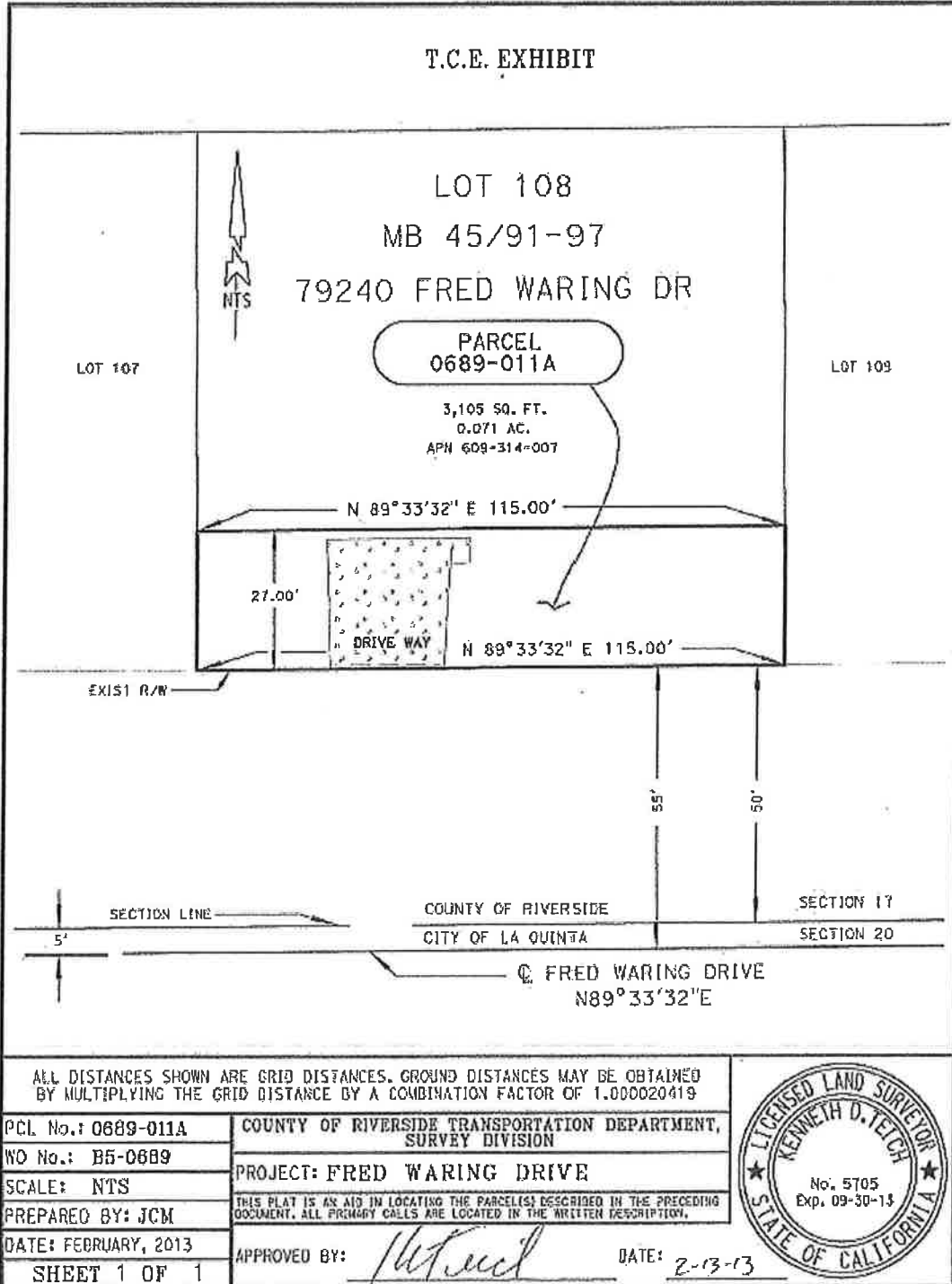
16
17 ATTEST:
18 Kecia Harper-Ihem
19 Clerk of the Board

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 "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



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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	-
1 Gallon Shrub		Ea		10	-
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf	200	0.85	170.00
Seed Turf		Sf	1,700	0.3	510.00
Soil Preparation		Sf	200	0.35	70.00
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf	1,900	0.1	190.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf		0.85	-
		Ea		55	-
					-
Irrigation					
Spray irrigation		SF	200	1.5	300.00
					-
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	3	-270.00
Remove 1 row decorative block from wall		Lf	90	5	450.00
additional slump block 4 rows		Lf	90	35	3,150.00
Paint Wall		Lf	90	6	540.00
Landscape Lighting					
		LS		100	-
			Sub-Total		6,500.00
Owner Coordination Cost (20%)				0.2	1,300.00
			Sub-Total		7,800.00
Owner Coordination Cost (10%)					780.00
Total					8,580.00

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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

3
4 DANIEL M. WITTE, (“Grantor”)

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-340-005 (PORTION)

8 PARCEL NO.: 0689-018A
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 DANIEL M. WITTE, (“Grantor”). County and Grantor are sometimes
14 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 609-340-005, 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. 0689-018A consisting of 2,300
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 Twelve Thousand Five Hundred Dollars (\$12,500.00) for the right to enter upon and
27 use the TCA Area in accordance with the terms hereof. The improvement value is
28 based on the highlighted items shown in attachment “3” (Description of Improvements),

1 attached 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 and elects to have
13 block wall installed by his own independent contractor. Grantor removes
14 the County from the obligation or responsibility for installation or
15 restoration of these items. Grantor waives rights to seek additional
16 compensation for landscaping.

17 b. County's Responsibilities - County or its contractors may remove or alter
18 some of the landscape, irrigation and hardscape items necessary to
19 complete the public improvement project from the TCA Area but will
20 protect in place these items to their best efforts. The County or its
21 contractors will match the grade of the parcel to the roadway at the
22 property line. This will include relocating mailbox, removing wrought iron
23 fence and installing new footing that would allow an eight foot block wall,
24 reconstructing driveway entry and realigning gate. An exhibit depicting
25 the existing condition of the property with these recommended
26 improvements is attached, Attachment "4". Any privately-owned site
27 improvements currently located within the public right of way will be
28 removed by the contractor without compensation. Decorative rocks in

1 right of way stub wall will be collected and remain with property owner.
2 County will provide pedestrian access to the property during construction.
3

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

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

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

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

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

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

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

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:
DANIEL M. WITTE

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

By: *Daniel M Witte*
Daniel M. Witte

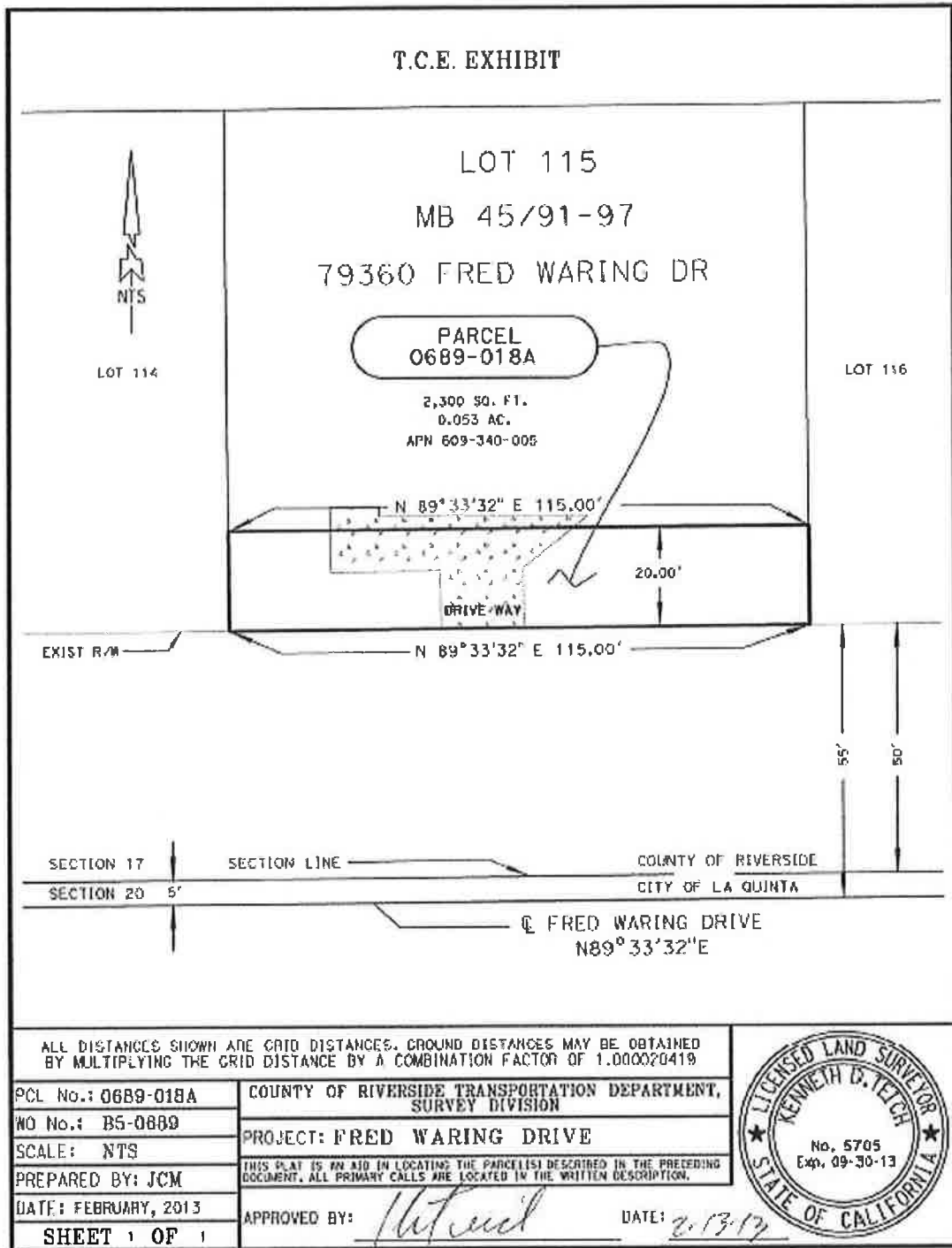
13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: _____
17 Deputy

18 APPROVED AS TO FORM:
19 Pamela J. Walls, County Counsel

20 By: *[Signature]*
21 Patricia Munroe
22 Deputy County Counsel

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

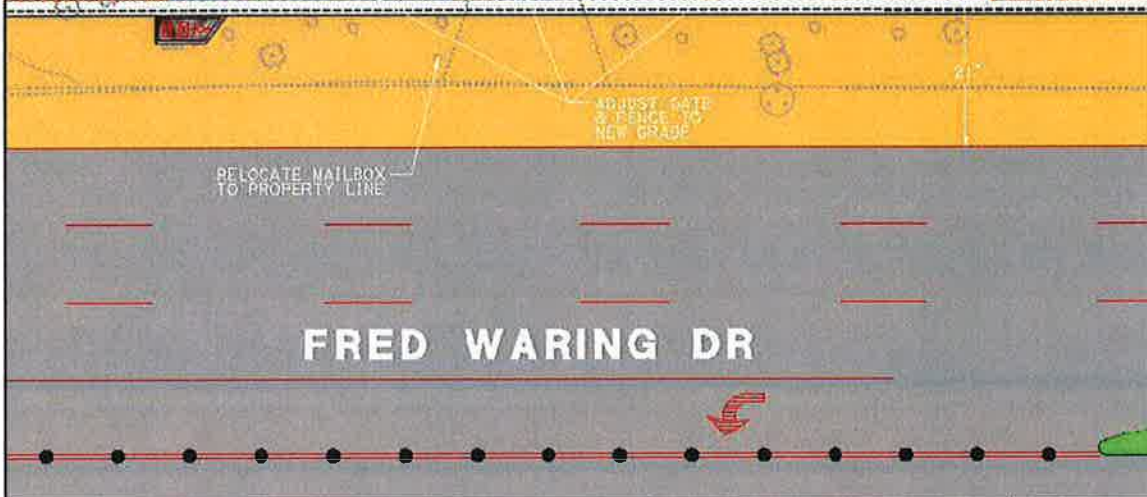



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

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	1	85	85.00
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	26	20	520.00
1 Gallon Shrub		Ea	8	10	80.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Seed Turf		Sf		0.3	-
Soil Preparation		Sf		0.35	-
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
Reset Rock		Sf	400	3	1,200.00
					-
					-
Irrigation					
Drip Irrigation per SF		SF	400	1	400.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1	-
4" Standard Grey	Light Broom Finis	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finis	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		7	-
32" High slump block wall at Property Line		Lf	100	33	3,300.00
Reattach existing tubular steel fence at new wall		Lf	100	7	700.00
					-
					-
Landscape Lighting					
		LS	1	300	300.00
			Sub-Total		6,585.00
Owner Contingency /Coordination Cost (20%)				0.2	1,317.00
OPC Contingency (10%)				0.1	658.50
Temporary Construction Easement (TCE)					1,089.00
Miscellaneous					2,850.50
Total					12,500.00

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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LEGEND	PROJECT	SHEET No.
 COUNTY TO RECONSTRUCT DRIVEWAY, LANDSCAPING, AND ADJUST GATE AND FENCE	FRED WARING DRIVE IMPACTS TO 79360 FRED WARING DR	SHEET XX of XX

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 (“County”), and
3

4 GARY STRATHEARN and OLGA STRATHEARN, as tenants in common, each as to an
5 undivided 50% interest, (“Grantor”)
6

7 PROJECT: Fred Waring Drive Improvements
8 APN: 609-340-008 (PORTION)
9 PARCEL NO.: 0689-021A
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 GARY STRATHEARN and OLGA STRATHEARN, as tenants in
15 common, each as to an undivided 50% interest, (“Grantor”). County and Grantor are
16 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 609-340-008, 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. 0689-021A consisting of 3,808
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 Forty Three Thousand Eight Hundred Dollars (\$43,800.00) for the right to enter upon

1 and use the TCA Area in accordance with the terms hereof. The improved value is
2 based on the highlighted items shown in attachment "3", (Description of Improvement),
3 attached 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.

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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
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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 mailbox, realigning driveway
23 gates, adjusting pedestrian entry gate, reconstructing front yard walls and
24 reconstructing driveway. An exhibit depicting the existing condition of the
25 property with these recommended improvements is attached, Attachment
26 "4". Any privately-owned site improvements currently located within the
27 public right of way will be removed by the contractor without
28 compensation. County will provide pedestrian access to the property

1 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.

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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.

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7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
GARY STRATHEARN and OLGA
STRATHEARN, as tenants in common,
each as to an undivided 50% interest

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

By: 
Gary Strathearn

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

By: 
Olga Strathearn

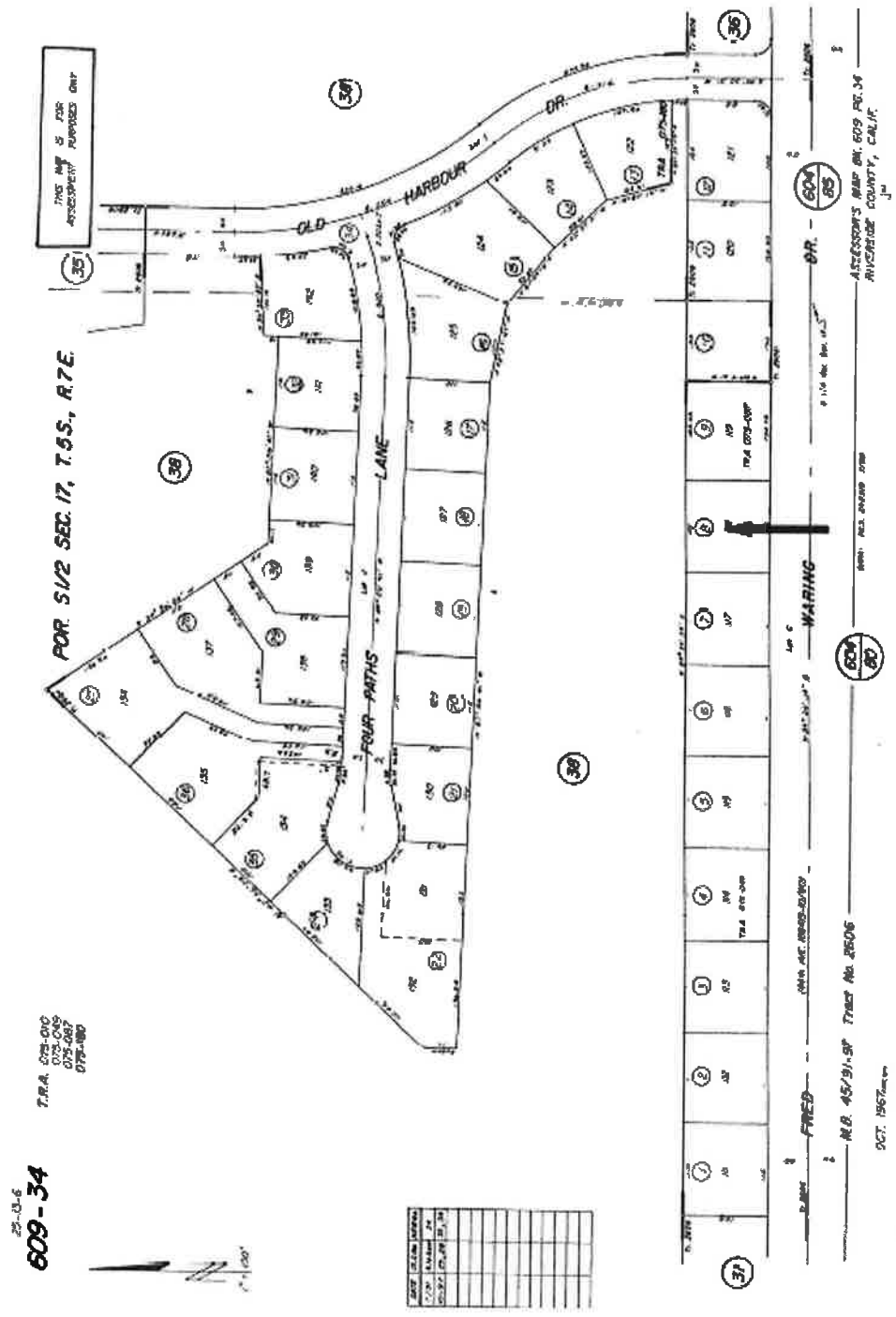
18 By: _____
19 Deputy

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

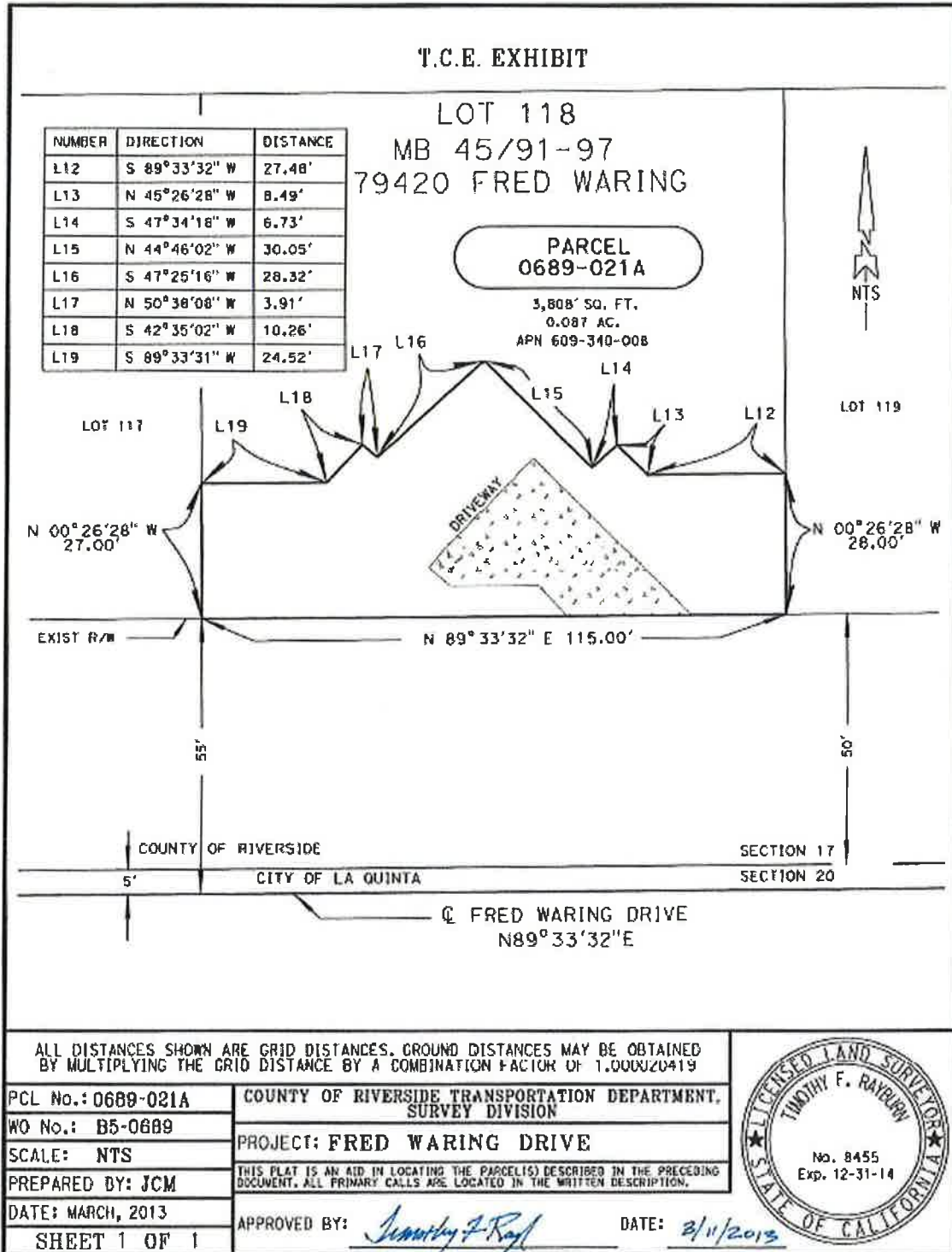
22 By: 
23 Patricia Munroe
24 Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION

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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		1,500	-
36" Box Tree		Ea		1,100	-
24" Box Tree		Ea	7	250	1,750.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		72	-
5 Gallon Shrub		Ea	85	19	1,615.00
1 Gallon Shrub		Ea	40	9.25	370.00
15 Gallon Vine		Ea	7	75	525.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Seed Turf		Sf		0.25	-
Soil Preparation		Sf	1,670	0.3	501.00
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf		0.05	-
Annual Color		FLATS		35	-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf	670	0.85	569.50
2" Thich Rock Mulch		Sf	1,000	0.85	850.00
2' Landscape Boulders		Ea		125	-
Irrigation					
Spray Irrigation		SF	1,670	1.5	2,505.00
Driveway Reconstruction					
Concrete Driveway Removal	(By Contractor)	SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Stamped Colored Concrete	Tan	Sf		8.5	-
4" Tan Color	Salt Finish	Sf	1,650	5.75	9,487.50
Accent Concrete Finish	Concrete scoring	SF	1,650	1.5	2,475.00
2' High Planter Wall		Lf	75	28	2,100.00
Home Concrete Entry Paving	Stamped Conc,	SF	100	10	1,000.00
Walkway stepping stones		LS	1	400	400.00
Walls					
Entry Pilaster Lights		EA		450	-
Add 2' to gate fence height		LS	1	4,000	4,000.00
Add additional slump block 3 rows		Lf		25	-
Modify Tubular steel fence height		Lf		10	-
Paint Block Wall		LF	150	3	450.00
Landscape Lighting		LS	1	700	700.00
Landscape Architect Design		LS	1	2,500	2,500.00
				Sub-Total	31,798.00
Owner Coordination Cost (20%)				0.2	6,359.60
				Sub-Total	38,157.60
OPC Appraisal Contingency (10%)					3,815.76
Total					41,973.36

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



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