

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



235  
A

**FROM:** Economic Development Agency/Facilities Management and  
Transportation Department

**SUBMITTAL DATE:**  
July 3, 2013

**SUBJECT:** Right of Way Acquisition Agreement and Temporary Construction Access Agreements for the  
Fred Waring Drive Improvement Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0689-042A and Temporary Construction Access Agreement for Parcel 0689-042B, all within a portion of Assessor's Parcel Number 604-100-069;
2. Approve the attached Temporary Construction Access Agreement for Parcel 0689-033A, within a portion of Assessor's Parcel Number 604-180-040;

(Continued) **Patricia Romo**  
Assistant Director of Transportation

*Patricia Romo*  
\_\_\_\_\_  
Juan C. Perez, Director  
Transportation and Land Management

*Robert Field*  
\_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 57,100	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

**COMPANION ITEM ON BOARD AGENDA:** No

<b>SOURCE OF FUNDS:</b> Palm Desert Finance Authority-100%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL  
DATE 6/5/13  
BY: PATRICIA MUNROE  
Departmental Counsel

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Samuel Wong 7/2/13  
SAMUEL WONG

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

2013 JUL -3 10:20  
RECEIVED RIVERSIDE COUNTY

13 JUL -1 PM 3:32

Prev. Agn. Ref.: 3-34 of 1/08/13 | District: 4/4 | Agenda Number: **3-24**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
4. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete these transactions;
5. Authorize and allocate the sum of \$24,000 to acquire Parcel 0689-042A and \$19,100 for temporary access to Parcel 0689-042B, as well as \$5,000 to pay all related transaction costs; and
6. Authorize and allocate the sum of \$6,500 for temporary access to a portion of Assessor's Parcel Number 604-180-040 identified as Parcel 0689-033A 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 the permanent easement and temporary access rights of a portion of the property with the following owners:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Purchase Price	Associated Costs*	Subtotal
0689-033A	604-180-040	Isabell	\$6,500 (TCE only)	\$2,500	\$9,000
0689-042A/B	604-100-069	LaQuinta Palms HOA	\$43,100	\$5,000	\$48,100
Totals			\$49,600	\$7,500	\$57,100

\*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 acquisition and temporary access of portions of Assessor's Parcel Numbers: 604-100-069 and 604-180-040;

Acquisition	\$24,000
Temporary Access (Rental Price)	25,600
EDA/FM Real Property Staff Time	7,500
Total Estimated Acquisition Costs	\$57,100

The remaining costs will be paid directly by the Transportation Department, who will then be reimbursed by the Palm Desert Finance Authority. 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 Agreement for Parcel 0689-033A (4)
- Right of Way Acquisition Agreement for Parcel 0689-042A (4)
- Temporary Construction Access Agreement for Parcel 0689-042B (4)

1 PROJECT: Fred Waring Drive Improvements  
2 APN: 604-100-069 (PORTION)  
3 PARCEL(S): 0689-042 A  
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and LA QUINTA PALMS HOMEOWNER'S ASSOCIATION, ("Grantor").  
9 County and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property on the Southside of Fred  
12 Waring Drive, West of Dune Palms Drive, La Quinta, CA in the County of Riverside,  
13 State of California, as depicted on the Assessors Map identified as Attachment "1,"  
14 attached hereto and made a part hereof. The real property consists of 6,003 of land  
15 also known as Assessor's Parcel Number: 604-100-069 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desires to  
17 purchase a portion of the Property for the purposes of constructing road improvements  
18 for the Fred Waring Drive Improvement Project ("Project") as follows: a Grant of  
19 Easement and Agreement, in favor of City of La Quinta and referenced as parcel 604-  
20 100-069 and described on Attachment "2" attached hereto and made a part hereof;  
21 pursuant to the terms and conditions set forth herein; and

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

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

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

3  
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 Twenty Four Thousand  
13 Dollars (\$24,000.00) is to be paid to Grantor in accordance with this Agreement prior to  
14 commencement of project. Grantor will be responsible for any apportionment or  
15 allocation of the Purchase Price if required for any separately held interests that exist.

16 3. County Responsibilities.

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

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1           B.     Upon the opening of Escrow, the County shall deposit the  
2 Consideration as follows:

3                   i.     Purchase Price. Deposit into Escrow the Purchase Price in  
4 the amount of: Twenty Four Thousand Dollars (\$24,000.00) (the "Deposit").

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

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

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

15           D.     County will authorize the Escrow Holder to close Escrow and  
16 release the Deposit, in accordance with the provisions herein, to Grantor conditioned  
17 only upon the satisfaction by County.

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

21                           a. One (1) Grant of Easement and Agreement executed,  
22 acknowledged and delivered to Overland, Pacific and Cutler, Real Property Agent for  
23 the County or to Escrow Holder, substantially in the forms attached hereto as  
24 Attachments "3," (Grant of Easement and Agreement) granting the portion of the  
25 Property, subject to the following:

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

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

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

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

9 5. Any other taxes owed whether current or  
10 delinquent are to be made current.

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

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

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

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

22 I. County shall provide 30 days written notice to Grantor prior to the  
23 construction of the Project ("Notice of Commencement").

24 J. County shall protect in place existing landscaping and replace  
25 anything that is removed or damaged in kind as necessary to restore property to  
26 preconstruction condition.

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1           4. Grantor Responsibilities.

2           A.     Execute and acknowledge a Grant of Easement and Agreement in  
3 favor of the city of La Quinta and deliver deed to Overland, Pacific and Cutler, Real  
4 Property Agent for the County or to the Escrow Holder.

5           B.     Grantor shall indemnify, defend, protect, and hold the County of  
6 Riverside, its Agencies, Districts, Departments, their respective directors; Board of  
7 Supervisors, elected and appointed officials, employees, agents, representatives,  
8 successors, and assigns free and harmless from and against any and all claims,  
9 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
10 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
11 indirectly, by either (a) the presence in, within, under, or about the parcel for the  
12 presence of hazardous materials, toxic substances, or hazardous substances as a  
13 result of Grantor's use, storage, or generation of such materials or substances or (b)  
14 Grantor's failure to comply with any federal, state, or local laws relating to such  
15 materials or substances. For the purpose of this Agreement, such materials or  
16 substances shall include without limitation hazardous substances, hazardous  
17 materials, or toxic substances as defined in the Comprehensive Environmental  
18 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section  
19 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to  
20 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
21 (1988); and those substances defined as hazardous wastes in section 25117 of the  
22 California Health and Safety Code or hazardous substances in section 25316 of the  
23 California Health; and in the regulations adopted in publications promulgated pursuant  
24 to said laws.

25           E.     Grantor shall, if responsible as set forth above for hazardous  
26 materials, be obligated hereunder to include without limitation, and whether  
27 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-  
28 up, detoxification, or decontamination of the parcel, and the preparation and



1 implementation of any closure, remedial action, or other required plans in connection  
2 therewith, and such obligation shall continue under the parcel has been rendered in  
3 compliance with applicable federal, state, and local laws, statutes, ordinances,  
4 regulations, and rules.

5  
6 **Article II. MISCELLANEOUS**

7 1. It is mutually understood and agreed by and between the Parties hereto  
8 that the right of possession and use of the subject property by County, including the  
9 right to remove and dispose of improvements, shall commence upon the execution of  
10 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
11 payment for such possession and use.

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

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

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

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

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

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

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

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

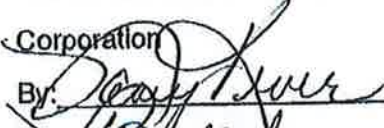
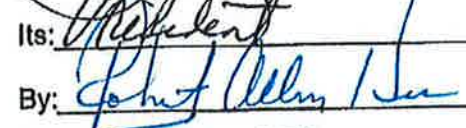
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1           9. This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.

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

6  
7 COUNTY:  
8 COUNTY OF RIVERSIDE  
9  
10  
11 By: \_\_\_\_\_  
12 John J. Benolt, Chairman  
13 Board of Supervisors

GRANTOR:  
LA QUINTA PALMS HOMEOWNER'S  
ASSOCIATION, a California Nonprofit  
Corporation  
By:  \_\_\_\_\_  
Its: President  
By:  \_\_\_\_\_  
Its: TREASURER

14  
15 ATTEST:  
16 Kecla Harper-Ihem  
17 Clerk of the Board  
18 By: \_\_\_\_\_  
19 Deputy

20 APPROVED AS TO FORM:  
21 Pamela J. Walls, County Counsel  
22  
23 By:  \_\_\_\_\_  
24 Patricia Munroe  
25 Deputy County Counsel

**SIGNED IN COUNTERPART**

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


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

COUNTY:  
COUNTY OF RIVERSIDE

GRANTOR:  
LA QUINTA PALMS HOMEOWNER'S  
ASSOCIATION, a California Nonprofit  
Corporation

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

By:  \_\_\_\_\_  
Its: RESIDENT

By:  \_\_\_\_\_  
Its: TREASURER

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

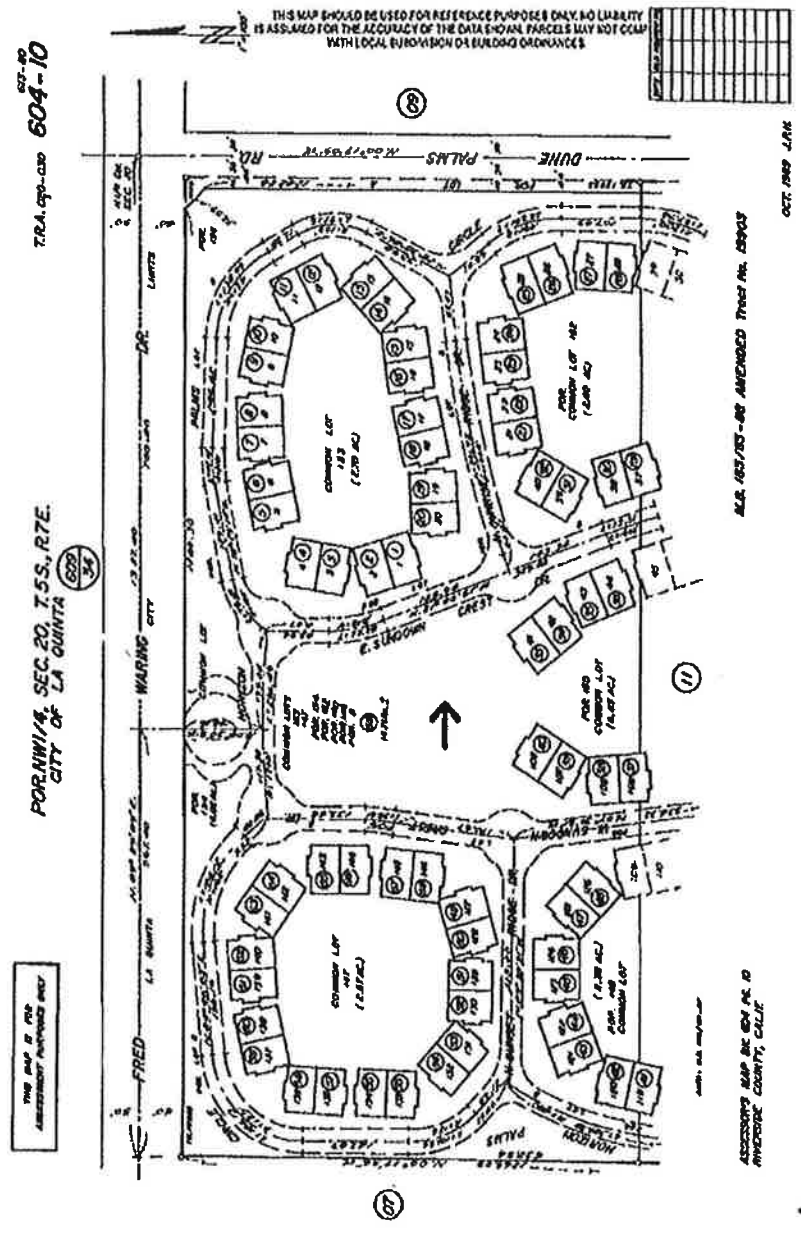
APPROVED AS TO FORM:  
Pamela J. Walls, County Counsel

**SIGNED IN COUNTERPART**

By: \_\_\_\_\_  
Patricia Munroe  
Deputy County Counsel

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ATTACHMENT "1"



Description: Riverside, CA Assessor Map 604.10 Page: 1 of 1  
Order: xvq Comment:

ATTACHMENT "2"

LEGAL DESCRIPTIONS & PLAT MAPS

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**EXHIBIT "A"**  
**FRED WARING DRIVE**  
**LEGAL DESCRIPTION**  
**DRAINAGE EASEMENT**  
**0689-042A**

AN EASEMENT FOR DRAINAGE PURPOSES LYING WITHIN LOT 154 OF AMENDED TRACT MAP 19903 ON FILE IN BOOK 183, PAGES 83 THROUGH 88, INCLUSIVE, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20, SHOWN BY SAID MAP AS BEING THE INTERSECTION OF THE CENTERLINE OF DUNE PALMS ROAD (44.00 FOOT WESTERLY HALF-WIDTH) AND THE CENTERLINE OF FRED WARING DRIVE (60.00 FOOT SOUTHERLY HALF-WIDTH);

THENCE S 89°33'32" W ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 217.14 FEET;

THENCE LEAVING SAID NORTH LINE AT RIGHT ANGLES, S 00°26'28" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRED WARING DRIVE, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 00°26'28" E, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT 65.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL LINE, A DISTANCE OF 622.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, S 00°26'28" E, A DISTANCE OF 6.00 FEET TO A LINE PARALLEL WITH AND DISTANT 71.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL LINE, A DISTANCE OF 148.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, S 00°26'28" E, A DISTANCE OF 4.00 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL LINE, A DISTANCE OF 69.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, N 00°26'28" W, A DISTANCE OF 13.00 FEET TO A LINE PARALLEL WITH AND DISTANT 62.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL, A DISTANCE OF 115.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, N 00°26'28" W, A DISTANCE OF 2.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE N 89°33'32" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 954.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 6,003 SQUARE FEET, OR 0.138 ACRES, MORE OR LESS.

**EXHIBIT "A"**  
**FRED WARING DRIVE**  
**LEGAL DESCRIPTION (CONTINUED)**  
**DRAINAGE EASEMENT**  
**0689-042A**

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000020419 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP BOOK NUMBER 957-M, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy E. Rayburn*  
DATE: 2/5/2013

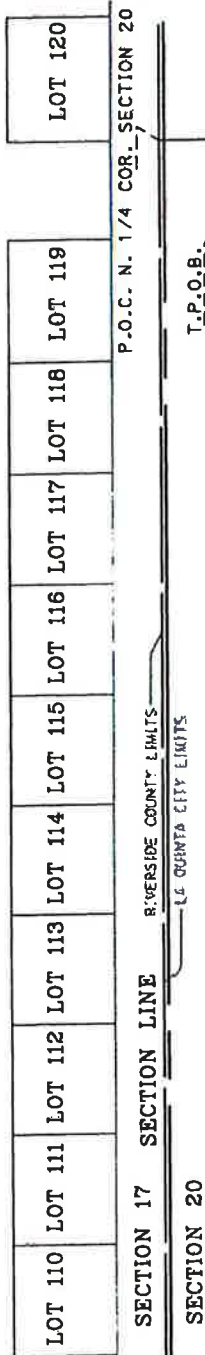




INDEX SHEET

T.5S., R.7E., S.B.M.  
SECTION 17

MB 45/81-87



PARCEL  
0689-042A  
6,003' SQ. FT.  
0.138 AC.  
APN 604-100-069

T.5S., R.7E., S.B.M.  
SECTION 20



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.: 0689-042A

WO No.: B5-0689

SCALE: NTS

PREPARED BY: JCM

DATE: MARCH, 2013

SHEET 1 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: FRED WARING DRIVE

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

APPROVED BY: *Timothy F. Rayburn*

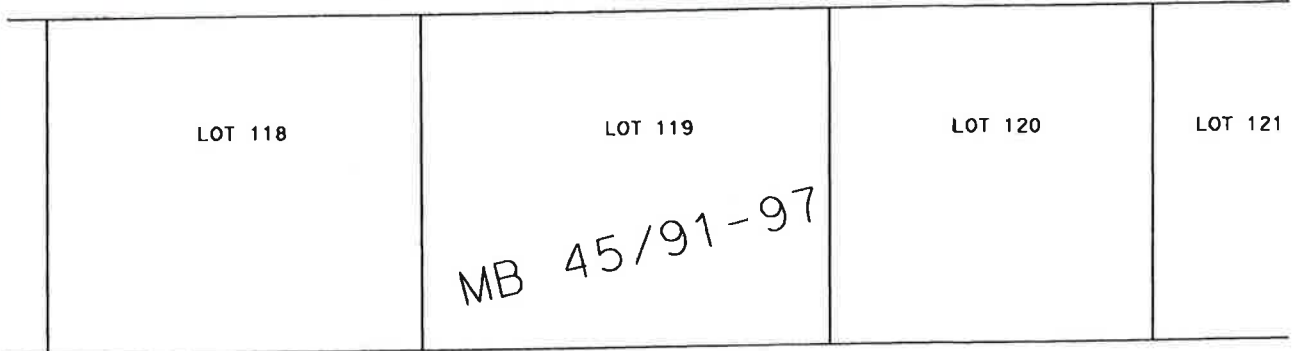
DATE: 2/6/2013



EXHIBIT "B"  
DRAINAGE EASEMENT

T.5S., R.7E., S.B.M.

SECTION 17



CITY/COUNTY BOUNDARY  
AND  
SECTION LINE

SECTION 17

COUNTY OF RIVERSIDE

S 89°33'32" W 217.14'

P.O.C.

N 1/4 COR  
SEC. 20

SECTION 20  
GRANT DEED  
INST. No. 6773  
REC. 01/23/1968

N 89°33'32" E 954.00'

CL FRED WARING DR

S 00°26'28" E 60.00'

T.P.O.B.

CITY OF LA QUINTA

S 89°33'32" W 622.00'

S 00°26'28" E 5.00'

LOT 154

PARCEL  
0689-042A

MB 183/83-88

APN 604-100-069

T.5S., R.7E., S.B.M.

SECTION 20

SECTION LINE

CL DUNE PALMS RD

44'

44'

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.: 0689-042A

WO No.: B5-0689

SCALE: NTS

PREPARED BY: JCM

DATE: FEBRUARY, 2013

SHEET 2 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: FRED WARING DRIVE

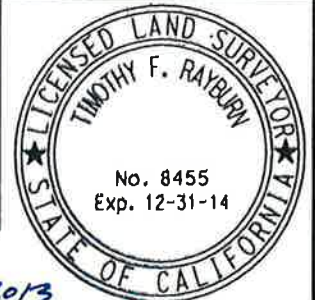
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY:

*Timothy F. Rayburn*

DATE:

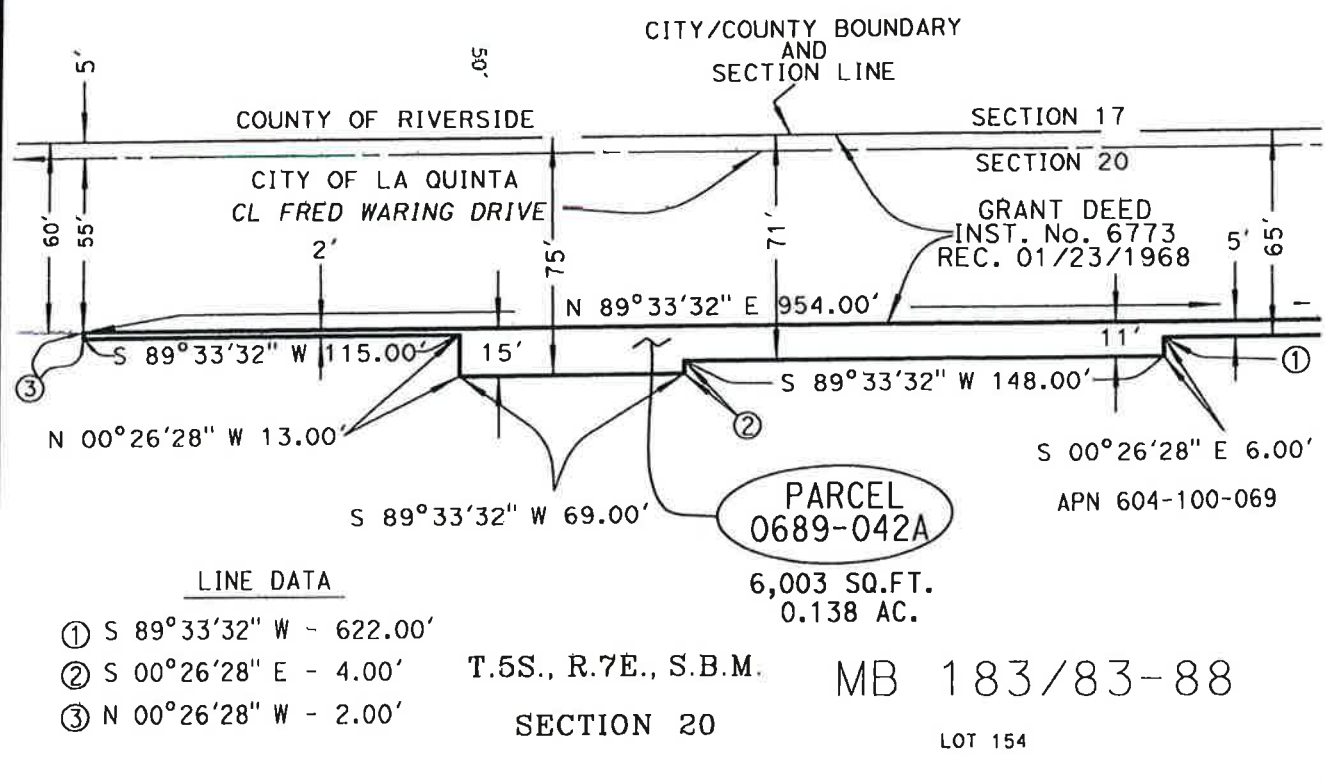
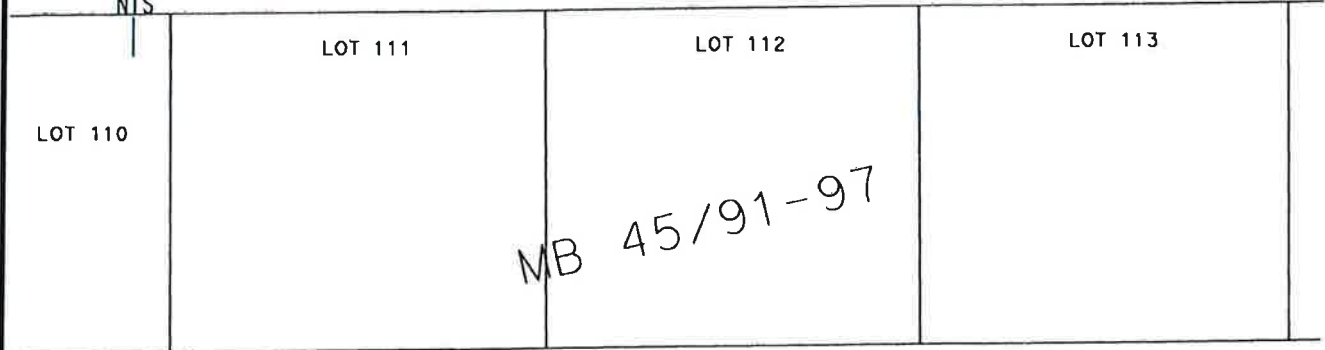
2/9/2013



# EXHIBIT "B" DRAINAGE EASEMENT

T.5S., R.7E., S.B.M.

SECTION 17



LINE DATA

- ① S 89°33'32" W - 622.00'
- ② S 00°26'28" E - 4.00'
- ③ N 00°26'28" W - 2.00'

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.: 0689-042A

WO No.: B5-0689

SCALE: NTS

PREPARED BY: JCM

DATE: FEBRUARY, 2013

SHEET 3 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: FRED WARING DRIVE

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

APPROVED BY:

*Timothy F. Rayburn*

DATE:

2/5/2013



ATTACHMENT "3"

GRANT OF EASEMENT

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RECORDING REQUESTED BY  
AND RETURN TO:

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Clerk

---

(Space Above For Recorder's Use)  
Exempt recording fee pursuant to Govt. Code § 6103.

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT (hereinafter referred to as the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by LA QUINTA PALMS HOMEOWNER'S ASSOCIATION, a California Nonprofit Corporation (hereinafter referred to as the "Grantor").

RECITALS

A. Grantor is the legal owner of a fee interest in certain real property located in the County of Riverside, State of California, commonly known as South Side of Fred Waring Drive, West of Dune Palms Drive, La Quinta, California, which property is identified by Riverside County Assessor Parcel Number 604-100-069 and more particularly described in Exhibit C attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

B. Grantor desires to grant to the City of La Quinta, a California municipal corporation and charter city (hereinafter referred to as the "City"), a perpetual and irrevocable easement in, on, under and across a portion of the Property described in Exhibit A and depicted in Exhibit B (both incorporated herein by this reference) for right-of-way for City drainage purposes.

AGREEMENT

NOW, THEREFORE, Grantor and City agree as follows:

1. GRANT; DESCRIPTION OF EASEMENT AREA. Grantor grants the City an easement for the purposes listed below on that portion of the Property described on Exhibit A and depicted in Exhibit B (the "Easement Area").

2. PURPOSE. The easement is for a perpetual and irrevocable easement in, on, under and across the Easement Area for right-of-way for City drainage purposes.

3. DECLARATION OF RESTRICTIONS. Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property not inconsistent with this Agreement. Grantor shall not be bound to undertake any supervision or maintenance of the Easement Area to provide for the public purposes hereunder. City must relocate any utilities

or other encumbrances located within the Easement Area at its sole cost and expense if necessary for the City for use of the Easement Area. Grantor shall be responsible for any hazardous materials or contaminants located in the Easement Area caused by Grantor prior to the date of this Agreement.

4. DURATION; SUCCESSORS AND ASSIGNS; RUNS WITH THE LAND. This Agreement shall be binding upon the owner and the heirs, assigns or successors in interest to the Property described above in perpetuity and shall not expire. This Agreement and terms, conditions and restrictions shall run with the land and be binding on the heirs, assigns and successors of the Grantor in the manner provided for herein.

5. TAXES AND ASSESSMENTS. This Agreement, easement and restrictions shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one complete and enforceable agreement.

[Signatures Contained On Following Page]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , at La Quinta, California.

"Grantor"

La Quinta Homeowner's Association,  
a California non-profit corporation

By:  
Its:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"City"

CITY OF LA QUINTA, a California municipal  
corporation and charter city

By:  
Frank J. Spevacek  
City Manager

Attest:

\_\_\_\_\_  
Susan Maysels, Interim City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

M. Katherine Jenson  
City Attorney

STATE OF CALIFORNIA

) ss.

COUNTY OF

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA

) ss,

COUNTY OF

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature \_\_\_\_\_



**EXHIBIT "A"**  
**FRED WARING DRIVE**  
**LEGAL DESCRIPTION**  
**DRAINAGE EASEMENT**  
**0689-042A**

AN EASEMENT FOR DRAINAGE PURPOSES LYING WITHIN LOT 154 OF AMENDED TRACT MAP 19903 ON FILE IN BOOK 183, PAGES 83 THROUGH 88, INCLUSIVE, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20, SHOWN BY SAID MAP AS BEING THE INTERSECTION OF THE CENTERLINE OF DUNE PALMS ROAD (44.00 FOOT WESTERLY HALF-WIDTH) AND THE CENTERLINE OF FRED WARING DRIVE (60.00 FOOT SOUTHERLY HALF-WIDTH);

THENCE S 89°33'32" W ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 217.14 FEET;

THENCE LEAVING SAID NORTH LINE AT RIGHT ANGLES, S 00°26'28" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRED WARING DRIVE, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 00°26'28" E, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT 65.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL LINE, A DISTANCE OF 622.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, S 00°26'28" E, A DISTANCE OF 6.00 FEET TO A LINE PARALLEL WITH AND DISTANT 71.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL LINE, A DISTANCE OF 148.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, S 00°26'28" E, A DISTANCE OF 4.00 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL LINE, A DISTANCE OF 69.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, N 00°26'28" W, A DISTANCE OF 13.00 FEET TO A LINE PARALLEL WITH AND DISTANT 62.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTH LINE;

THENCE S 89°33'32" W ALONG SAID PARALLEL, A DISTANCE OF 115.00 FEET;

THENCE LEAVING SAID PARALLEL LINE AT RIGHT ANGLES, N 00°26'28" W, A DISTANCE OF 2.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE N 89°33'32" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 954.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 6,003 SQUARE FEET, OR 0.138 ACRES, MORE OR LESS.

**EXHIBIT "A"**  
**FRED WARING DRIVE**  
**LEGAL DESCRIPTION (CONTINUED)**  
**DRAINAGE EASEMENT**  
**0689-042A**

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000020419 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP BOOK NUMBER 957-M, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

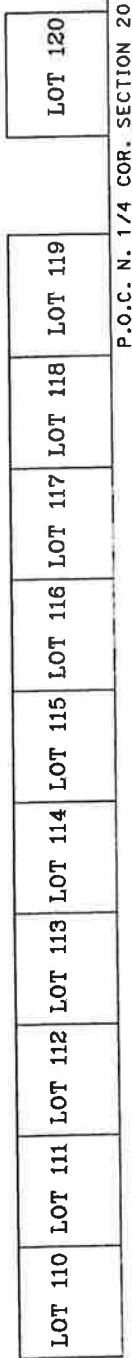
APPROVED BY: *Timothy F. Rayburn*  
DATE: 2/5/2013



INDEX SHEET

T.5S., R.7E., S.B.M.  
SECTION 17

MB 45/91-97



SECTION 17 SECTION LINE  
SECTION 20



PARCEL  
0689-042A  
6,003 SQ. FT.  
0.138 AC.  
APN 604-100-069

T.5S., R.7E., S.B.M.  
SECTION 20



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.: 0689-042A

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

DATE: MARCH, 2013

APPROVED BY:

*Timothy F. Rayburn*

DATE:

2/5/2013

SHEET 1 OF 3

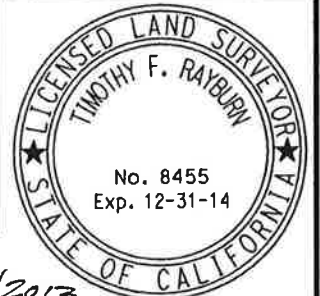
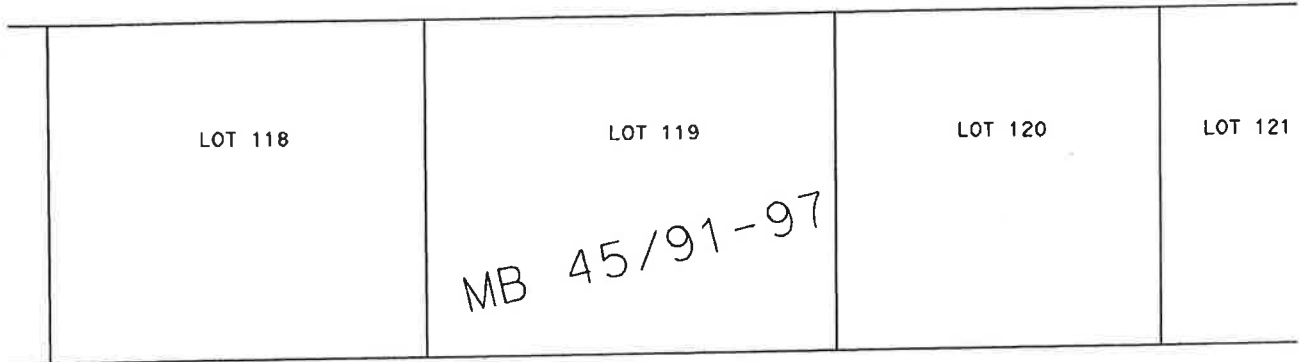


EXHIBIT "B"  
DRAINAGE EASEMENT

T.5S., R.7E., S.B.M.

SECTION 17



CITY/COUNTY BOUNDARY  
AND  
SECTION LINE

SECTION 17

COUNTY OF RIVERSIDE

S 89°33'32" W 217.14'

5' P.O.C.

N 1/4 COR  
SEC. 20

SECTION 20  
GRANT DEED  
INST. No. 6773  
REC. 01/23/1968

N 89°33'32" E 954.00'

S 89°33'32" W 622.00'

CL FRED WARING DR

S 00°26'28" E 60.00'

T.P.O.B.

S 00°26'28" E 5.00'

CITY OF LA QUINTA

SECTION LINE

CL DUNE PALMS RD

LOT 154

PARCEL  
0689-042A

MB 183/83-88

APN 604-100-069

T.5S., R.7E., S.B.M.

SECTION 20

44'

44'

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.: 0689-042A

WO No.: B5-0689

SCALE: NTS

PREPARED BY: JCM

DATE: FEBRUARY, 2013

SHEET 2 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

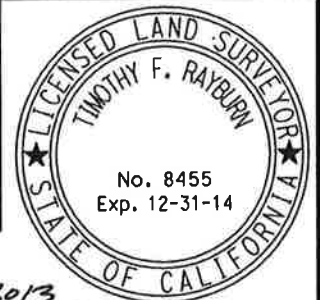
PROJECT: FRED WARING DRIVE

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

APPROVED BY:

DATE:

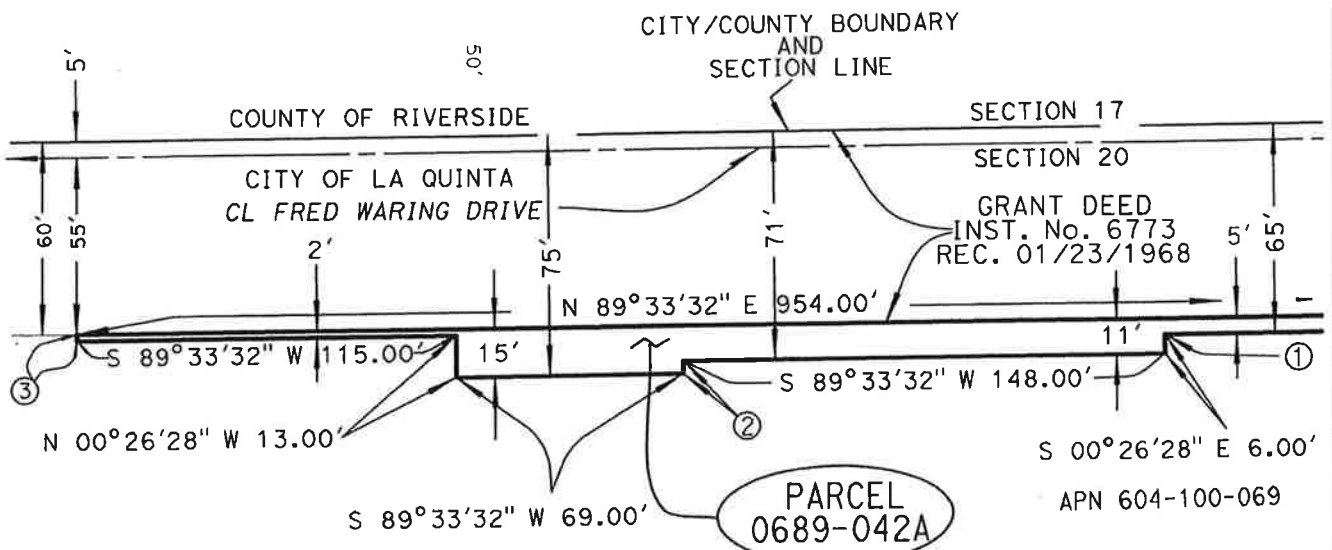
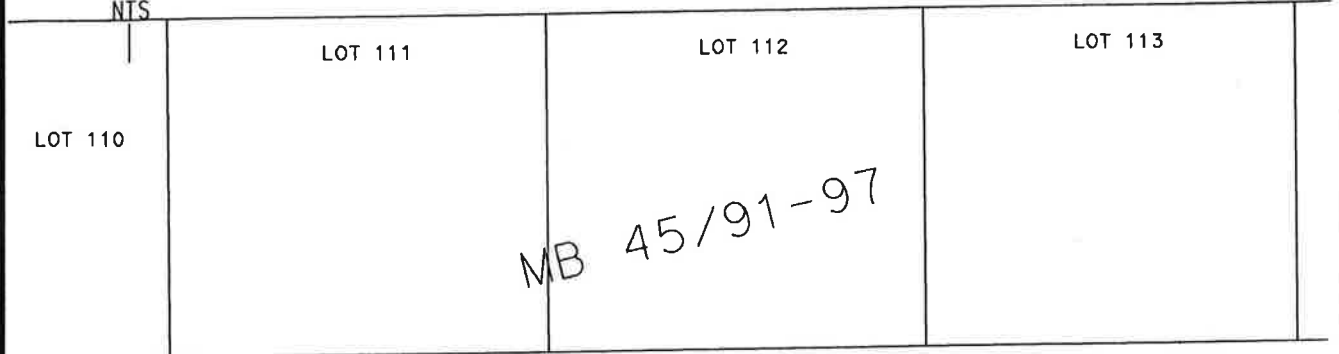
2/5/2013



# EXHIBIT "B" DRAINAGE EASEMENT

T.5S., R.7E., S.B.M.

SECTION 17



LINE DATA

- ① S 89°33'32" W - 622.00'
- ② S 00°26'28" E - 4.00'
- ③ N 00°26'28" W - 2.00'

T.5S., R.7E., S.B.M.

MB 183/83-88

SECTION 20

LOT 154

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.: 0689-042A

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

DATE: FEBRUARY, 2013

APPROVED BY: *Timothy F. Rayburn*

DATE: 2/6/2013

SHEET 3 OF 3



## EXHIBIT C

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee, as to parcel(s) 1; an easement, as to parcel(s) 2.

Title to said estate or interest at the date hereof is vested in:

La Quinta Palms Homeowner's Association, a California Nonprofit Corporation

The land referred to in this report is situated in the County of Riverside, State of California, and is described as follows:

Parcel No. 1:

Lots 147 through 154, and Lettered Lot B of Amended Tract 19903 in the City of La Quinta, County of Riverside, State of California, as shown on Map recorded in Book 183 Page(s) 83 to 88, inclusive, of Maps records of Riverside County, California.

Except 1/16th of all coal, oil, gas and other mineral deposits in said land as reserved in Patent from State of California, recorded May 5, 1930, in Book 9, Page 446 of Patents, records of Riverside County, California.

Excepting and reserving therefrom the exclusive rights to, and ownership of, all geothermal resources, minerals, ores, precious and useful metals, substances and hydrocarbons of every kind and character, including petroleum, oil, gas, asphaltum and tar, that may now or hereafter be found, located, contained, developed or taken on, in, under or from said Parcel or any part thereof, without, however, any right of surface entry or any right of entry to the subsurface thereof to a depth of five hundred (500) feet beneath the surface of said real property, for the development, removal or other exploitation of said resources and substances.

Parcel No. 2:

Nonexclusive easements for ingress, egress, access, maintenance, repair, drainage, encroachment, support, or other purposes, all as is described in the Declaration, defined below.

Assessor's Parcel Number(s): 604-100-069-6, 604-110-080-6

**EXHIBIT D**

**(Certificate of Acceptance)**

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by a Grant of Easement and Agreement dated \_\_\_\_\_, 2013, from LA QUINTA PALMS HOMEOWNER'S ASSOCIATION a California Nonprofit Corporation, to the CITY OF LA QUINTA, a California municipal corporation and charter city organized and existing under the California Constitution ("City"), is hereby accepted by the City by the signature of the undersigned agent on behalf of the City pursuant to the authority conferred upon him or her by Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, and that the City, as Grantee, by and through its said duly authorized agent, hereby consents to recordation thereof.

CITY OF LA QUINTA, a California municipal corporation and charter city  
By: \_\_\_\_\_  
Frank J. Spevacek, City Manager  
City of La Quinta

Dated: \_\_\_\_\_, 2013

I HEREBY ATTEST to the authenticity of the foregoing signature and to the adoption of said Resolution of his general authority to so act and certify that said authority as not been revoked by a subsequent Resolution or order of the City.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Susan Maysels, City Clerk  
City of La Quinta, California



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

4 LA QUINTA PALMS HOMEOWNER'S ASSOCIATION, a California Nonprofit  
5 Corporation, ("Grantor")  
6

7 PROJECT: Fred Waring Drive Improvements  
8 APN: 604-100-069 (PORTION)  
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 LA QUINTA PALMS HOMEOWNER'S ASSOCIATION, a California  
14 Nonprofit Corporation, ("Grantor"). County and Grantor are sometimes collectively  
15 referred to as "Parties."

16 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon  
17 and use the land of Grantor in the County of Riverside, State of California, as portion of  
18 Assessor's Parcel Number 604-100-069, highlighted on Attachment "1," attached  
19 hereto ("Property"), and made a part hereof, for temporary ingress and egress of  
20 equipment, materials and personnel necessary to facilitate and accomplish the  
21 construction of Fred Waring Drive Improvements Project ("the Project").

22 2. AFFECTED PARCEL. The temporary construction access, used during  
23 construction of the Project, referenced as Assessor's Parcel No. 604-100-069  
24 consisting of 63,979 square feet as designated on Attachment "1," attached hereto,  
25 and made a part hereof ("TCA Area").

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
27 Nineteen Thousand One Hundred Dollars (\$19,100.00) for the right to enter upon and  
28 use the TCA Area in accordance with the terms hereof, prior to commencement of

1 project.

2 4. NOTICE TO GRANTOR. County shall provide a 48-hour written notice  
3 to the Grantor prior to initial use of rights herein granted. The rights herein granted  
4 may be exercised for six (6) months from the 48 hour written notice.

5 5. EQUIPMENT. It is understood that the County may enter upon the TCA  
6 Area for the purposes to and from the TCA Area.

7 6. USE. County will use the TCA Area for construction. At the termination  
8 of the period of use of TCA Area by County, but before its relinquishment to Grantor,  
9 debris generated by County's use will be removed. At the conclusion of construction,  
10 County will repair any and all damage caused, and restore the TCE area consistent  
11 with its condition as maintained by Grantor prior to construction.

12 7. 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; which will be completed by the County of Riverside and their contractors in  
15 connection with the Fred Waring Drive Improvements Project; however, this hold  
16 harmless agreement does not extend to any liability arising from or as a consequence  
17 of the presence of hazardous waste on the Property.

18 8. OWNERSHIP. Grantor hereby warrants that it is the owners of the  
19 Property and that it has the right to grant County permission to enter upon and use the  
20 Property.

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

28 10. MODIFICATIONS IN WRITING. This Agreement shall not be changed,

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modified, or amended except upon the written consent of the parties hereto.

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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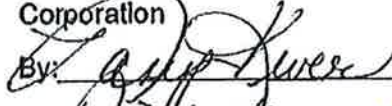


18. COUNTERPARTS. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

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

COUNTY:  
COUNTY OF RIVERSIDE

GRANTOR:  
LA QUINTA PALMS HOMEOWNER'S  
ASSOCIATION, a California Nonprofit  
Corporation

By: \_\_\_\_\_  
John J. Benolt, Chairman  
Board of Supervisors

By:  \_\_\_\_\_  
Its:  \_\_\_\_\_  
By:  \_\_\_\_\_  
Its: TREASURER

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board  
By: \_\_\_\_\_  
Deputy

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

By:  \_\_\_\_\_  
Patricia Munroe  
Deputy County Counsel

**SIGNED IN COUNTERPART**

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

COUNTY:  
COUNTY OF RIVERSIDE  
  
By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

GRANTOR:  
LA QUINTA PALMS HOMEOWNER'S  
ASSOCIATION, a California Nonprofit  
Corporation  
By: \_\_\_\_\_  
Its: President  
By: \_\_\_\_\_  
Its: TREASURER

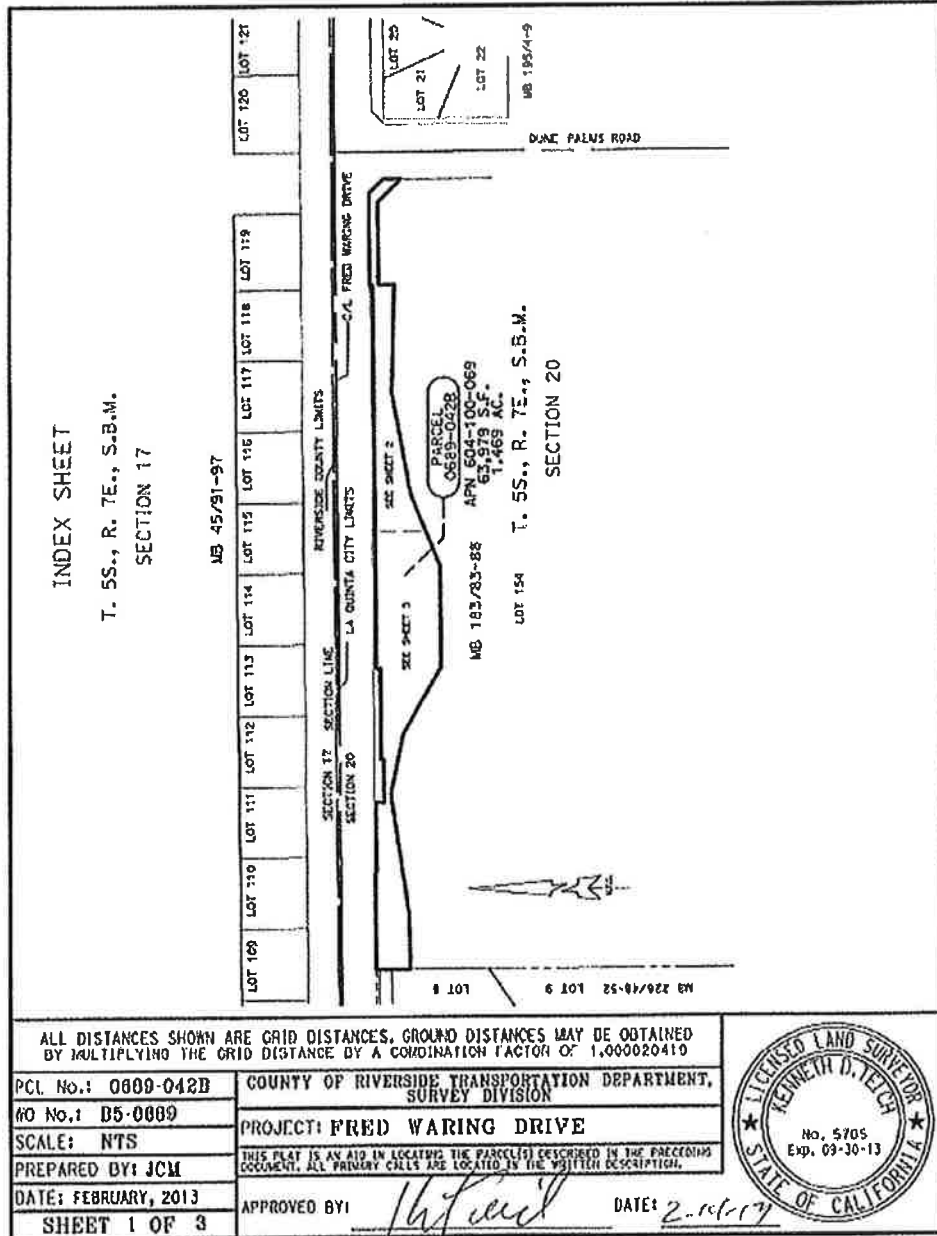
ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board  
  
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Pamela J. Walls, County Counsel  
  
By: \_\_\_\_\_  
Patricia Munroe  
Deputy County Counsel

**SIGNED IN COUNTERPART**

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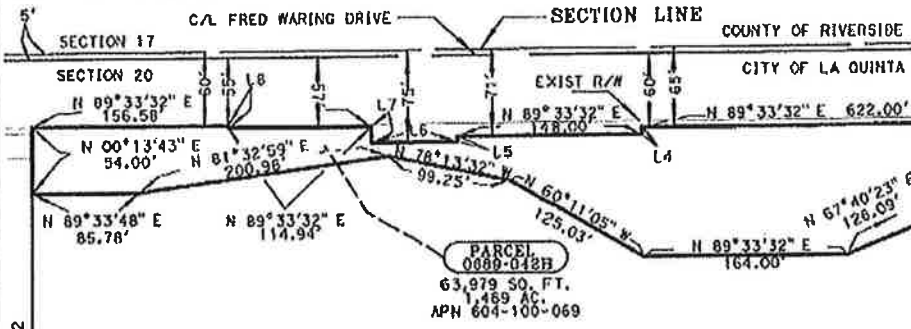
ATTACHMENT "1"  
EXHIBIT OF  
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



T.C.E. EXHIBIT

MB 45/91-97

LOT 100	LOT 110	LOT 111	LOT 112	LOT 113	LOT 114
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MB 183/83-88

LOT 164

NUMBER	DIRECTION	DISTANCE
L4	S 00°26'28" E	6.00'
L5	S 00°26'28" E	4.00'
L6	S 89°33'32" W	69.03'
L7	N 00°26'28" W	13.00'
L8	N 00°26'28" W	2.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COGNITION FACTOR OF 1.000070419

PCL No.: 0089-042D	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 3 OF 3	

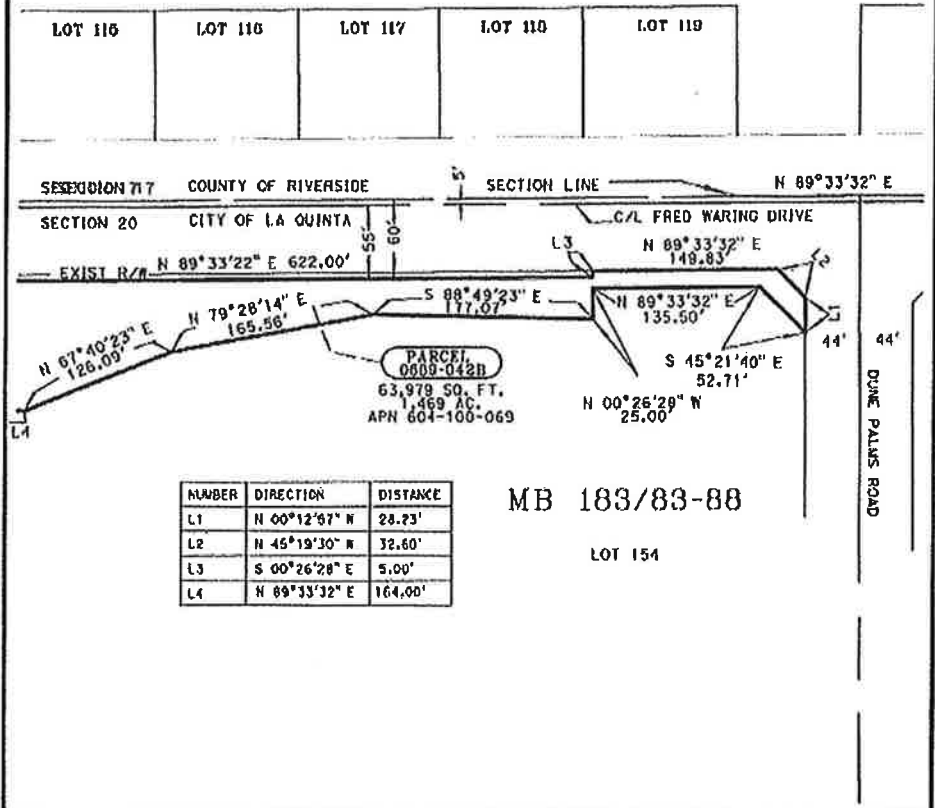


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T.C.E. EXHIBIT

MB 45/91-97



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A CORRECTION FACTOR OF 1.000020419

PCL No.: 0689-042B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
NO No.: B5-0689	PROJECT: FRED WARING DRIVE
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED BY THE PRECEDING DOCUMENT. ALL PROPERTY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JCM	APPROVED BY: <i>[Signature]</i>
DATE: FEBRUARY, 2013	DATE: 2.14.13
SHEET 2 OF 3	





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

3  
4 ROGER T. ISABELL and CAROL M. ISABELL, husband and wife as joint tenants  
5 ("Grantor")

6  
7 PROJECT: Fred Waring Drive Improvements  
8 APN: 604-180-040  
9 PARCEL NO.: 0689-033A  
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 ROGER T. ISABELL and CAROL M. ISABELL, husband and wife as  
15 joint tenants ("Grantor"). County and Grantor are sometimes collectively referred to as  
16 "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 604-180-040, 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. 0689-033A consisting of 1,590  
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 Five Hundred Dollars (\$6,500.00) for the right to enter upon and use the

1 TCA Area in accordance with the terms hereof. Payment to the Grantor for items listed  
2 in Attachment "3" is included in the compensation portion of this Agreement.

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

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

10 6. RESPONSIBILITIES.

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

17 b. County's Responsibilities - County or its contractors shall remove or alter  
18 some of the landscape, irrigation and hardscape items necessary to  
19 complete the public improvement project from the TCA Area. The County  
20 or its contractors will relocate the backyard wall two feet farther out from  
21 the original property line, expanding the backyard property, and protect in  
22 place the large tree in the northwest corner of your back yard as well as  
23 your bougainvilleas. 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 maintain pedestrian access to the  
26 property during construction.

27  
28 7. REMOVAL OR DISPOSAL. The right to enter upon and use the TCA

1 Area includes the right to remove and dispose of certain items listed in Attachment "3".  
2 Payment to the Grantor for items listed in Attachment "3" is included in Paragraph 3  
3 above (the compensation portion of this Agreement).

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

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

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

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

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

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

27 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
28 interest, shall be bound by all the terms and conditions contained in this Agreement,

1 and all the parties thereto shall be jointly and severally liable thereunder.

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

5 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought  
6 by either of the Parties hereto for the purpose of enforcing a right or rights providing for  
7 by this Agreement shall be tried in a court of competent jurisdiction in the County of  
8 Riverside, State of California, and the Parties hereby waive all provisions of law  
9 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.

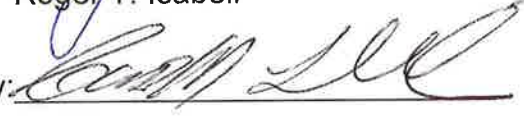
6  
7 COUNTY:  
8 COUNTY OF RIVERSIDE

GRANTOR:  
ROGER T. ISABELL and CAROL M.  
ISABELL, husband and wife as joint  
tenants

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

By:   
Roger T. Isabell

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

By:   
Carol M. Isabell

18 By: \_\_\_\_\_  
19 Deputy

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

22 By:   
23 Patricia Munroe  
24 Deputy County Counsel

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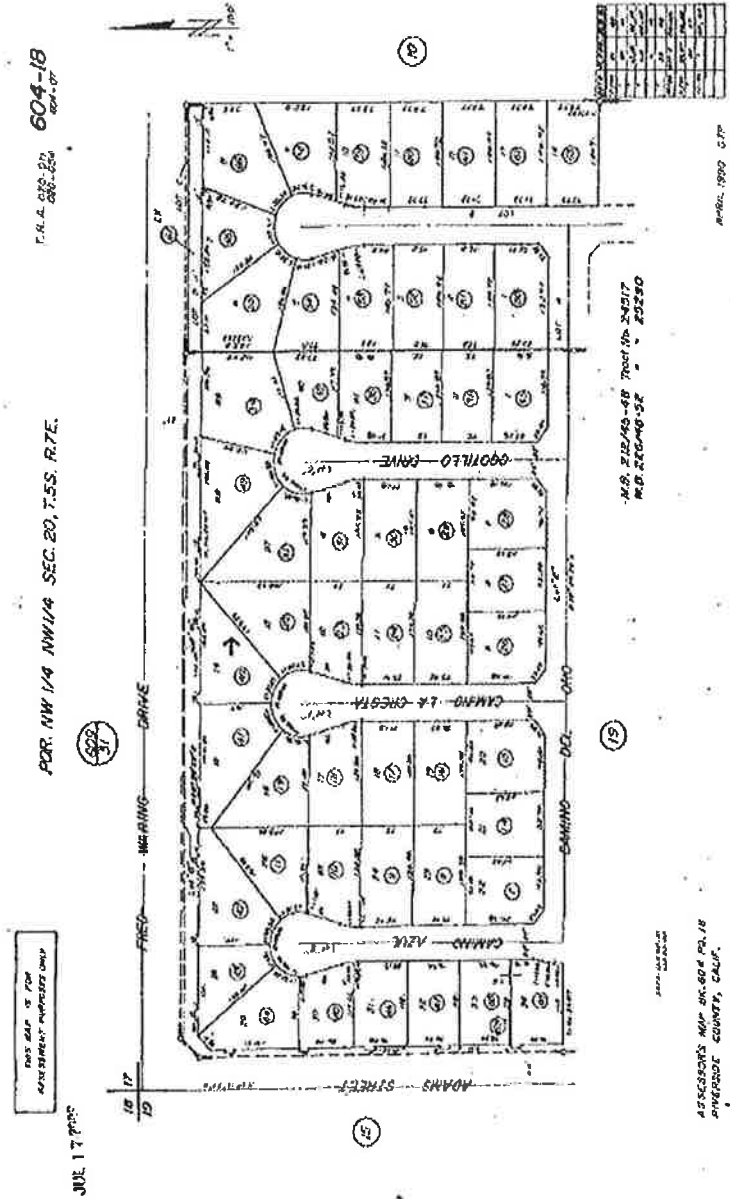
# ATTACHMENT "1" EXHIBIT OF PROPERTY DEPICTION

Branch : OC1, User : J084

Order: 1410894 Title Officer: 32 Comment:

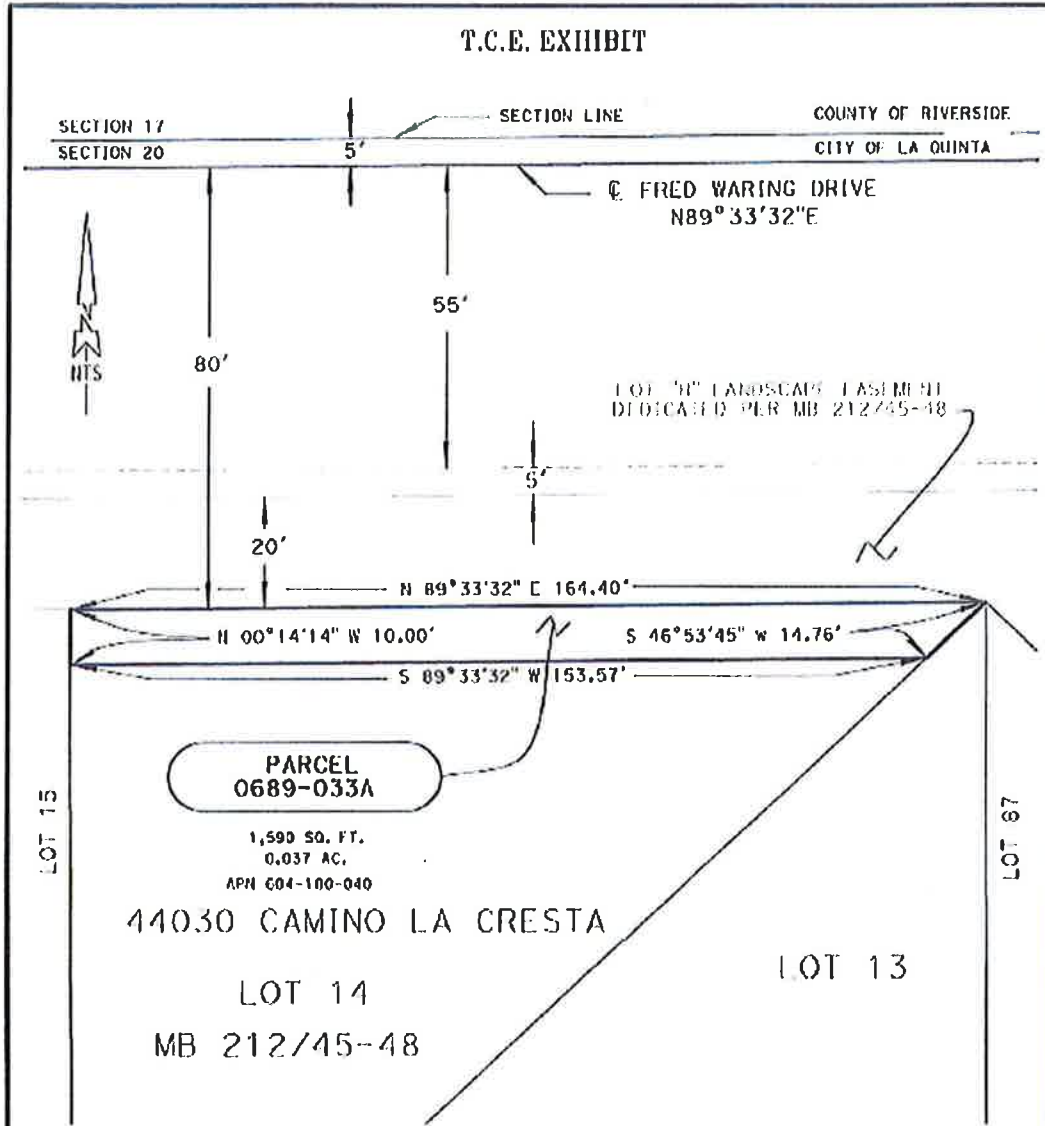
Station Id : LA7D

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



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



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ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A CORRECTION FACTOR OF 1.000020419

PCL No.: 0089-033A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: B5-0089	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>Netwell</i> DATE: 2-14-13	
DATE: FEBRUARY, 2013		
SHEET 1 OF 1		

**ATTACHMENT "3"**  
**DESCRIPTION OF IMPROVEMENTS**

Item		Unit	Units	Unit Price	Total
<b>Landscaping</b>					
48" Box Tree		Ea		1,500	-
36" Box Tree		Ea		1,100	-
24" Box Tree		Ea	1	250	250.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		72	-
5 Gallon Shrub		Ea	32	19	608.00
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	1,000	0.3	300.00
Soil Preparation		Sf	480	0.3	144.00
6" Plastic Planter Header		LF	185	4	740.00
Turf Fertilizer		Sf	1,000	0.1	100.00
Annual Color		FLATS		35	-
					-
<b>Ground Covers</b>					
1 1/2" Thich Decomposed Granite		Sf		0.5	-
2" Thich Rock Mulch		Sf	480	0.5	240.00
2' Landscape Boulders		Ea		125	-
					-
<b>Irrigation</b>					
Spray Irrigation per SF		SF	480	1.5	720.00
					-
<b>Driveway Reconstruction</b>					
Concrete Driveway Removal		SF		1	-
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	-
Brick Driveway		Lf		12	-
					-
<b>Wall Reconstruction</b>					
1' High Graden Retaining Walls		Lf		25	-
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	-
			<b>Sub-Total</b>		<b>4,412.00</b>
Owner Coordination Cost (20%)				0.2	882.40
			<b>Sub-Total</b>		<b>5,294.40</b>
OPC Appraisal Contingency (10%)					529.44
<b>Total</b>					<b>5,823.84</b>