

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

670A



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

**SUBMITTAL DATE:**  
August 28, 2013

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

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

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-024A, all within a portion of Assessor's Parcel Number 609-340-011;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

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


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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 9,700	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

FORM APPROVED COUNTY COUNSEL  
 BY: PATRICIA MUNROE 7/5/13 DATE  
 FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:  8/27/13  
 Lissette Rose

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

Prev. Agn. Ref.: 3-34 of 1/08/13 District: 4/4 Agenda Number: **3-36**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$7,200 to acquire Parcel 0689-024A, as well as \$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 temporary access rights of a portion of the property with the following owner:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Purchase Price	Associated Costs*	Subtotal
0689-024A	609-340-011	Schlang/Winke	\$7,200	\$2,500	\$9,700
Totals			\$7,200	\$2,500	\$9,700

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

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

**FINANCIAL DATA:** (Commences on Page 3)

**FINANCIAL DATA:**

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number: 609-340-011:

Temporary Access (Rental Price)	\$7,200
EDA/FM Real Property Staff Time	2,500
Total Estimated Acquisition Costs	\$9,700

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2013/14. No additional net county cost will be incurred as a result of this transaction.

**Attachments:**

Temporary Construction Access Agreement for Parcel 0689-024A (4)

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

3  
4 ANDREA JIRAN SCHLANG, a widow as to an undivided one-half interest and  
5 STEPHEN LOUIS WINKE, an unmarried man as to an undivided one-half interest as  
6 tenants in common, (“Grantor”)

7  
8 PROJECT: Fred Waring Drive Improvements  
9 APN: 609-340-011 (PORTION)  
10 PARCEL NO.: 0689-024A  
11

### 12 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

13 This Temporary Construction Access Agreement (“Agreement”) is made by and  
14 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
15 (“County”) and ANDREA JIRAN SCHLANG, a widow as to an undivided one-half  
16 interest and STEPHEN LOUIS WINKE, an unmarried man as to an undivided one-half  
17 interest as tenants in common, (“Grantor”). County and Grantor are sometimes  
18 collectively referred to as “Parties.”

19 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon  
20 and use the land of Grantor in the County of Riverside, State of California, as portion of  
21 Assessor’s Parcel Number 609-340-011, highlighted on Attachment “1,” attached  
22 hereto (“Property”), and made a part hereof, for temporary access and for all purposes  
23 necessary to facilitate and accomplish the construction of Fred Waring Drive  
24 Improvements Project.

25 2. AFFECTED PARCEL. The temporary construction access, used during  
26 construction of the Project, referenced as Parcel No. 0689-024A consisting of 3,778  
27 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof  
28 (“TCA Area”).

1           3.     COMPENSATION. County shall pay to the order of Grantor the sum of  
2 Seven Thousand Two Hundred Dollars (\$7,200.00) for the right to enter upon and use  
3 the TCA Area in accordance with the terms hereof. Payment to the Grantor for items  
4 listed in Attachment "3" is included in the compensation portion of this Agreement.

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

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

12           6.     RESPONSIBILITIES.

13           a. Grantor's Responsibilities – County has identified landscape items that  
14 may be impacted by construction activities. Grantor waives rights to seek  
15 additional compensation for landscaping.

16           b. County's Responsibilities - County or its contractors may remove or alter  
17 some of the landscape, irrigation and hardscape items necessary to  
18 complete the public improvement project from the TCA Area but will  
19 protect in place these items to their best efforts. An exhibit depicting the  
20 existing condition of the property with these recommended improvements  
21 is attached, Attachment "4". The County or its contractors will match the  
22 grade of the parcel to the roadway at the property line. This will require  
23 the following: reconstructing the front wall as per contractor's plans and in  
24 compliance with County applicable codes; existing gate will be reinstalled  
25 and adjusted to match new wall, including the reinstallation of gate motor;  
26 installation of temporary chain link safety/security fence and gate, with  
27 cover for privacy and dust control, during reconstruction of wall;  
28 reconstruction of driveway stopping at limits of the adjoining walkways as

\* to be replaced like for like (JW)

1 depicted in Attachment "4" with stamped concrete and salt finish, color to  
2 match or as per property owners' choice; relocating the mailbox per ADA  
3 requirements; reinstallation of world globes on columns at entrance to  
4 driveway. Any landscaping, including but not limited to lawn, trees,  
5 shrubs, irrigation system, and electrical system that is labeled "protect in  
6 place" on construction plans will be the responsibility of the contractor to  
7 protect. If any is damaged during construction it will be the responsibility  
8 of the County to replace in kind at their cost, requiring zero out-of-pocket  
9 expense from owners. Any privately-owned site improvements currently  
10 located within the public right of way will be removed by the contractor  
11 without compensation. County will maintain pedestrian access to the  
12 property during construction. Vehicular access will also be maintained  
13 excepting short periods when contractor needs to reconstruct driveway,  
14 which will be coordinated with the homeowners in advance.  
15

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

20 8. DEBRIS REMOVED. At the termination of the period of use of TCA Area  
21 by County, but before its relinquishment to Grantor, debris generated by County's use  
22 will be removed and the surface will be graded and left in a neat condition. Mounded  
23 landscaped areas are to be kept in place.

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

27 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations  
28 between the parties hereto. This Agreement is intended by the parties as a final

1 expression of their understanding with respect to the matters herein and is a complete  
2 and exclusive statement of the terms and conditions thereof. This Agreement  
3 supersedes any and all other prior agreements or understandings, oral or written, in  
4 connection therewith. No provision contained herein shall be construed against the  
5 County solely because it provided or prepared this Agreement.

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

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

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

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

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

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

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28 (SIGNATURES ON FOLLOWING PAGE)


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COUNTY:  
COUNTY OF RIVERSIDE

GRANTORS:  
ANDREA JIRAN SCHLANG  
STEPHEN LOUIS WINKE

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

  
Andrea Jiran Schlang

  
Stephen Louis Winke

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

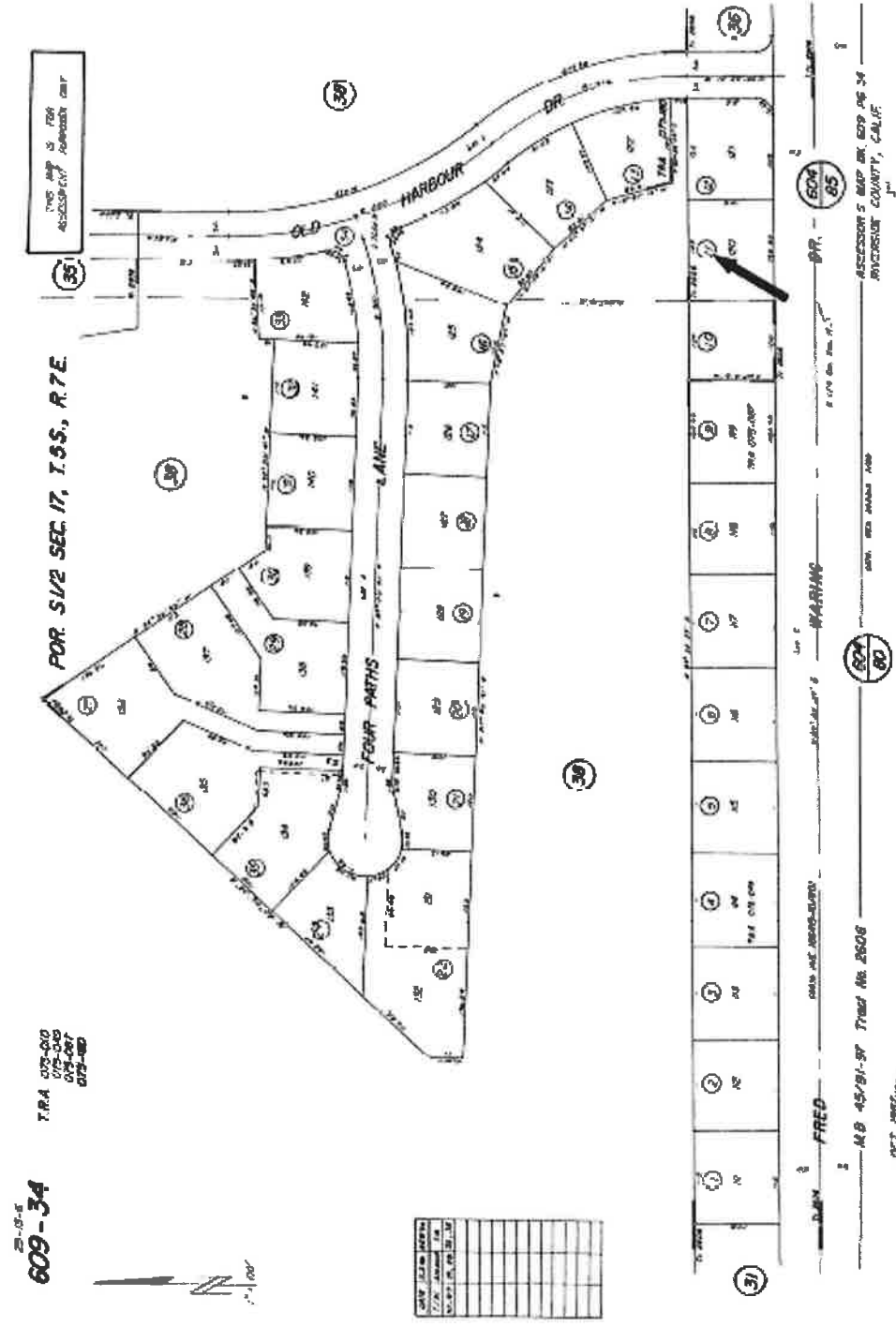
By: \_\_\_\_\_  
Deputy

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

By:   
Patricia Munroe  
Deputy County Counsel

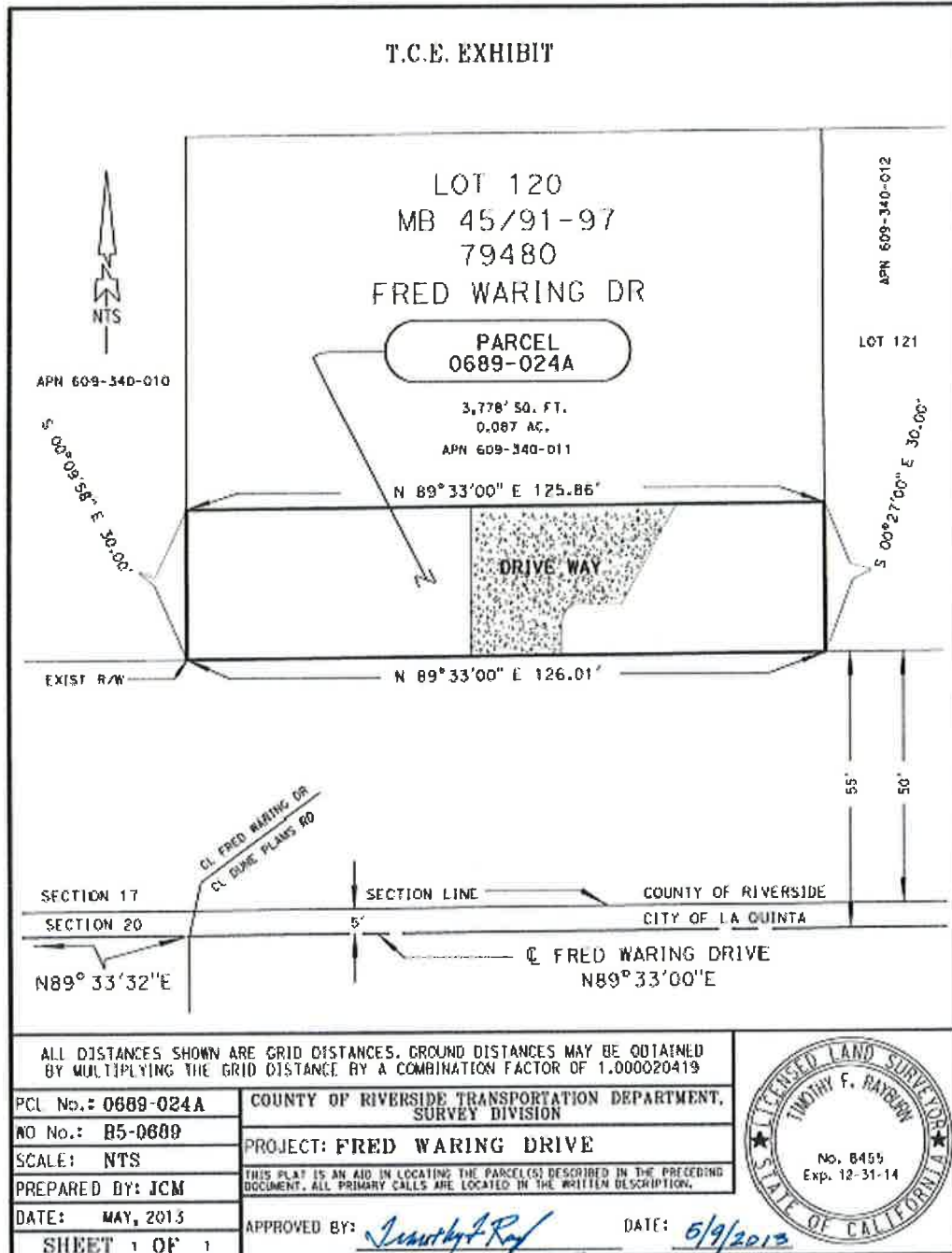


# ATTACHMENT "1" EXHIBIT OF PROPERTY DEPICTION



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



ATTACHMENT "3"  
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
<b>Landscaping</b>					
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	25	19	475.00
1 Gallon Shrub		Ea	10	9.25	92.50
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf	525	0.85	446.25
Turf Overseed		Sf	1,075	0.35	376.25
Soil Preparation		Sf	315	0.3	94.50
6" Plastic Planter Header		LF	105	4	420.00
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		35	-
					-
<b>Ground Covers</b>					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf	315	0.85	267.75
2' Landscape Boulders		Ea		125	-
					-
<b>Irrigation</b>					
1" remote control valve		Ea		150	-
6" pop-up irrigation spray head		Ea		6.5	-
Triple Swing Joint		Ea		2	-
3/4 inch lateral line		Lf		1	-
1 inch lateral line		Lf		1	-
Drip Irrigation per SF		SF	315	1	315.00
					-
<b>Driveway Reconstruction</b>					
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		8.5	-
Added 6" Brick Bands		Lf		3	-
Brick Driveway		Lf		12	-
					-
<b>Wall Reconstruction</b>					
3' High Graden Retaining Walls		Lf		50	-
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	-
<b>Landscape Lighting</b>					
		LS		500	-
					-
					-
			<b>Sub-Total</b>		<b>4,237.25</b>
Owner Coordination/ Contingency Cost (20%)				0.2	847.45
OPC Appraisal Contingency (10%)				0.1	423.73
			<b>Sub-Total</b>		<b>5,508.43</b>
Temporary Construction Easement (TCE)					1,717.25
<b>Total</b>					<b>7,225.68</b>
			<b>Rounded</b>		<b>\$7,200.00</b>

1  
2 ATTACHMENT "4"  
3 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

