

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



458
A

FROM: Economic Development Agency/Facilities Management and Transportation Department

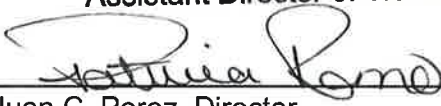
SUBMITTAL DATE:
November 14, 2013

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Ellis Avenue Sidewalk Project – Good Hope, District 5/1, [\$49,134]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Entry Acquisition Agreement and Temporary Construction Access Agreement, within a portion of Assessor's Parcel Number 342-020-006;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
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

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


Patricia Romo

Juan C. Perez, Director
Transportation and Land Management



Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 49,134	\$ 0	\$ 49,134	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax – 100%

Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY 
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY:  11/14/13
 DATE: 11/14/13
 PATRICIA MUNROE
 Departmental Concurrence
 FISCAL PROCEDURES APPROVED
 PAUL ANGUILO, CPA, AUDITOR-CONTROLLER
 BY:  11/14/13

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A

District: 5/1

Agenda Number:

3-26

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Ellis Avenue Sidewalk Project – Good Hope, District 5/1, [\$49,134]

DATE: November 14, 2013

Page 2 of 2

RECOMMENDED MOTION: (Continued)

- 4. Authorize and allocate the sum of \$36,421 to acquire a permanent easement for road purposes and \$638 for temporary construction access, both within a portion of Assessor’s Parcel Number 342-020-006 as well as \$12,075 to pay all related transaction costs.

BACKGROUND:

Summary

The County of Riverside Transportation Department (RCTD) is proposing to construct a sidewalk project on the south side of Ellis Avenue between Cowie Avenue and Marshall Street, near the Good Hope Elementary School in the Good Hope area (Project).

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

Impact on Citizens and Businesses

Installation of the proposed sidewalk will reduce the potential for vehicle and pedestrian conflicts; thus, improving public safety in the area.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the partial acquisition and temporary right of a portion of Assessor’s Parcel Number 342-020-006 with Calvin P. Briggs, Trustee of the Calvin P. Briggs Trust under Trust Agreement dated October 5, 2007 (Briggs) for the price of \$37,059. There are costs of \$12,075 associated with this transaction. Briggs will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor’s Parcel Number 342-020-006.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition and temporary construction access of a portion of Assessor’s Parcel Number 342-020-006:

Acquisition and Temporary Access	\$36,421
Temporary Construction Access	638
Estimated Title and Closing Cost	1,300
Preliminary Title Report	400
County Appraisal	4,375
EDA/FM Real Property Staff Time	6,000
Total Estimated Acquisition Costs	\$49,134

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

ATTACHMENTS:

- Right of Way Acquisition Agreement (4)
- Temporary Construction Access Agreement (4)

1 PROJECT: ELLIS AVENUE SIDEWALK PROJECT
2 APN: 342-020-006 (PORTION)
3

4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 ("County"), and CALVIN P. BRIGGS, Trustee of the Calvin P. Briggs Trust under Trust
8 Agreement dated October 5, 2007, ("Grantor"). County and Grantor are sometimes
9 collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located at 22225 Ellis
12 Avenue in the Good Hope Area, County of Riverside, State of California, as referenced
13 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
14 The real property consisting of 4.95 acres of land improved with a single-family
15 residence and manufactured home and is also known as Assessor's Parcel Number:
16 342-020-006 ("Property"); and

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

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

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 interest to be acquired by the County
12 ("Purchase Price"). The Purchase Price in the amount of Thirty-Six Thousand Four
13 Hundred Twenty-One Dollars (\$36,421) is to be distributed to Grantor in accordance
14 with this Agreement.

15 3. County Responsibilities.

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

1 B. Upon the opening of Escrow, the County shall deposit into Escrow
2 the Purchase Price in the amount of Thirty-Six Thousand Four Hundred Twenty-One
3 Dollars (\$36,421) (the "Deposit).

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

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

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

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

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

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

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

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

1 or under the property. Grantor further represents and warrants that Grantor has no
2 knowledge of any disposal, release, or threatened release of hazardous substances or
3 hazardous waste substances, on, from or under the property which may have occurred
4 prior to Grantor taking title to the property.

5 C. The acquisition price of the property being acquired in this
6 transaction reflects the fair market value of the property without the presence of
7 contamination. If the property being acquired is found to be contaminated by the
8 presence of hazardous waste which requires mitigation under Federal or State Law,
9 the County may elect to recover its cleanup costs from those who caused or
10 contributed to the contamination.

11 D. Grantor shall retain the contractor(s) for Items 14 through 19 of
12 Attachment "5" and directly compensate each contractor for all costs, fees, and/or
13 expenses. The County is not responsible for any payment to the selected contractor(s)
14 and Grantor shall indemnify, defend, protect, and hold County, its officers, employees,
15 successors, and assigns free and harmless from and against any and all claims,
16 liabilities, penalties, forfeitures, losses or expenses, including without limitations,
17 attorney's fees, whatsoever arising from or cause in whole or in part, directly or
18 indirectly, by any actions of the said contractors.

19 ARTICLE II. MISCELLANEOUS

20
21
22 1. County is a public entity possessing the authority to acquire real property
23 through eminent domain proceedings. The Parties acknowledge that the Property is
24 being conveyed by Grantor to County in lieu of condemnation by County.

25 Both Grantor and County recognize the expense, time, effort, and risk to both
26 Parties in determining the compensation for the ROW by eminent domain litigation.
27 The compensation set forth herein for the property is in compromise and settlement, in
28 lieu of such litigation.

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

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

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

14 5. This Agreement is made solely for the benefit of the Parties to this
15 Agreement and their respective successors and assigns, and no other person or entity
16 may have or acquired any right by virtue of this Agreement.

17 6. This Agreement shall not be changed, modified, or amended except upon
18 the written consent of the Parties hereto.

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

25 8. Any action at law or in equity brought by either of the Parties for the
26 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a
27 court of competent jurisdiction in the County of Riverside, State of California, and the
28

1 Parties hereby waive all provisions of law providing for a change of venue in such
2 proceedings to any other county.

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

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8 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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1 10. This Agreement may be signed in counterpart or duplicate copies, and
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
3 purposes.

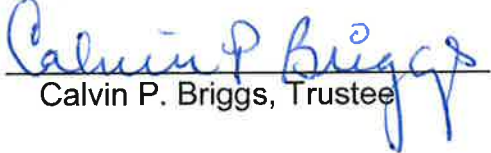
4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: _____

7
8 COUNTY:
9 COUNTY OF RIVERSIDE, a political
10 Subdivision of the State of California

GRANTOR:
CALVIN P. BRIGGS, Trustee of the
Calvin P. Briggs Trust under Trust
Agreement dated October 5, 2007

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

By: 
Calvin P. Briggs, Trustee

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

17 By: _____
18 Deputy

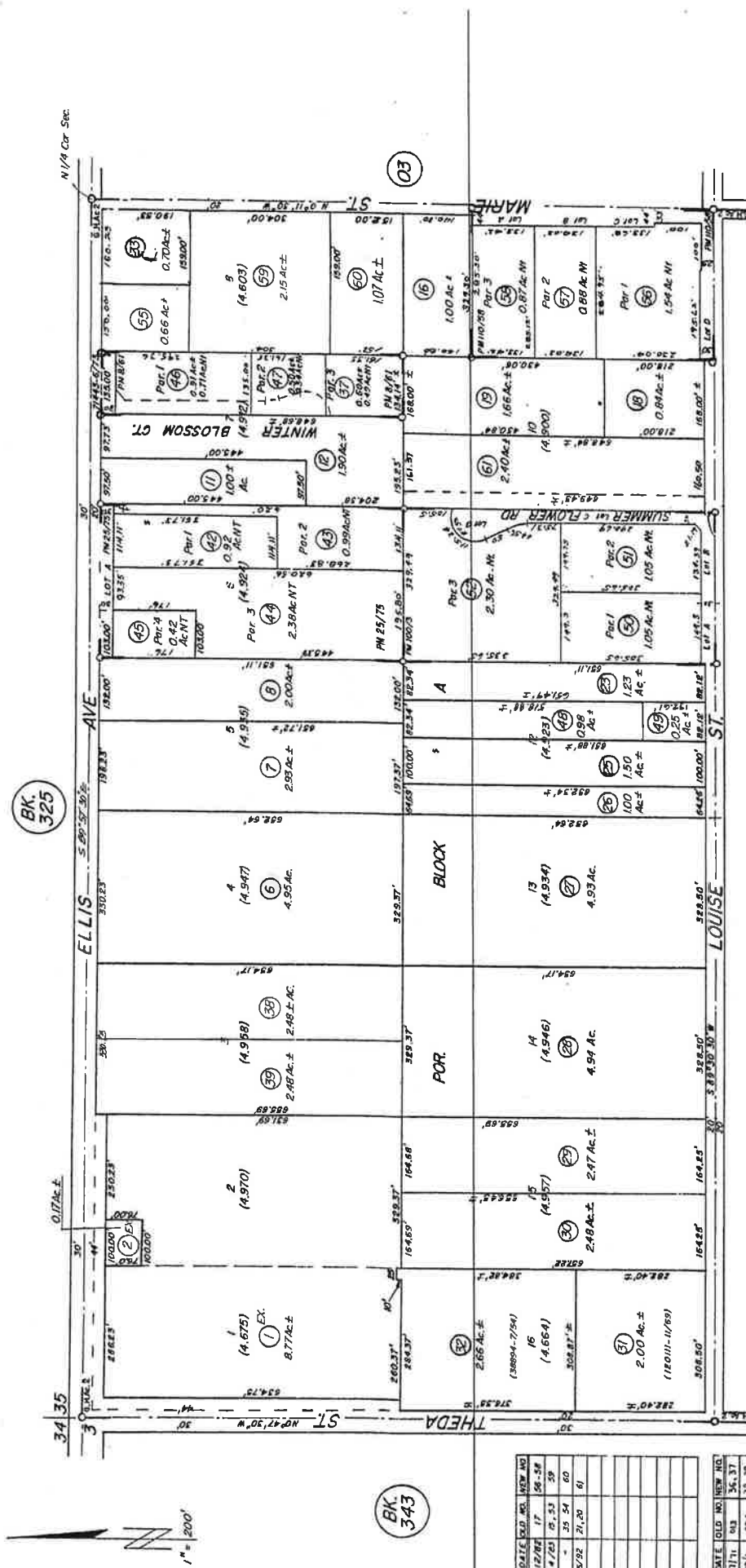
19 APPROVED AS TO FORM:
20 Pamela J. Walls
21 County Counsel

22 By: 
23 Patricia Munroe
24 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

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N1/2 NW 1/4, SEC. 2, T.5S, R.4W.



DATE	OLD NO.	NEW NO.
12/76	17	56-58
4/20	19, 53	59
	25, 54	60
5/22	21, 20	61

DATE	OLD NO.	NEW NO.
7/71	613	36, 37
12/76	604	38, 39
5/16/78	610	40, 41
8/76	10	42-44
	9	45
1/78	41	46, 47
4/75	801	1
10/20	24	48, 49
2/28	27	50-52
5/76	34	53-55

M/B-12/4-6 GOOD HOPE ACRES, ADDITION NO. 2
 P.M. 25/75 Parcel Map No. 7376
 P.M. 8/61 " " " 5011
 P.M. 100/73 " " " 15704
 P.M. 110/58 " " " 18454

JUL. 1971

ASSESSOR'S MAP BK 342 PG. 02
 RIVERSIDE COUNTY, CALIF.
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ATTACHMENT "2"
Legal Description and Plat Map

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 4 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ELLIS AVENUE, (20.00 FOOT SOUTHERLY HALF WIDTH), AS SHOWN ON SAID MAP;

THENCE SOUTH 89°52'00" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 330.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 00°18'00" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 24.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO, SAID RIGHT-OF-WAY LINE;

THENCE NORTH 89°52'00" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.25 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4;

THENCE NORTH 00°22'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,926 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

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

PREPARED UNDER MY SUPERVISION



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


THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 8-14-12



EXHIBIT "B"

PUBLIC ROAD AND UTILITY EASEMENT

T.5S, R.4W, SEC. 2, S.B.M.

LEGEND

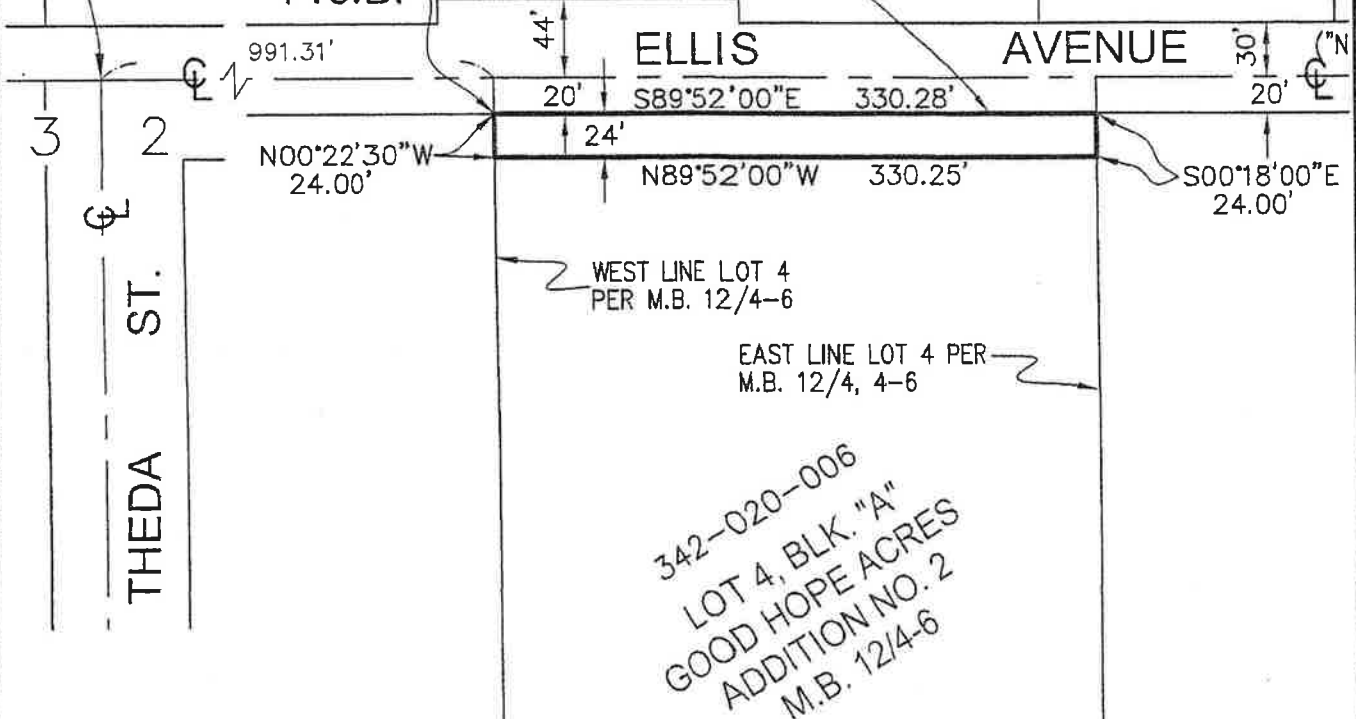


SCALE IN FEET
1" = 100'

N.W. COR. SEC. 2
T5S, R4W, S.B.M.

P.O.B.

EXISTING R/W PER M.B. 12/4-6
R/W ACCEPTED BY BOARD RESOLUTION
DATED 2/24/1948 IN SUPERVISORS
MINUTES BOOK 48, PAGE 239

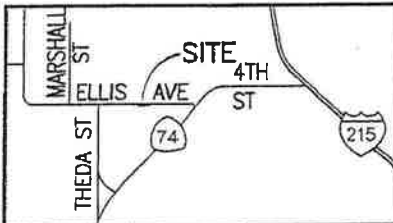


WEST LINE LOT 4
PER M.B. 12/4-6

EAST LINE LOT 4 PER
M.B. 12/4, 4-6

342-020-006
LOT 4, BLK. "A"
GOOD HOPE ACRES
ADDITION NO. 2
M.B. 12/4-6

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: 8-14-12



VICINITY MAP
NTS



DATED: 8/7/12

PREPARED BY:

CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS
151 South Girard Street
Hemet, Ca 92544
TEL. (951) 652-4454
FAX (951) 766-8942
FILE: F:\1200400\dwg\LEGAL_PLATS.dwg
SHEET 1 OF 1 SHEETS

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 4 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ELLIS AVENUE (20.00 FOOT SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID MAP;

THENCE SOUTH 00°22'30" EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID ELLIS AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°52'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4;

THENCE SOUTH 00°18'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 64.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID ELLIS AVENUE;

THENCE NORTH 89°52'00" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.23 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4;


THENCE NORTH 00°22'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,605 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

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



PREPARED UNDER MY SUPERVISION



KEVIN B. COZAD DATED 6/12/13
REGISTERED CIVIL ENGINEER NO. 26159
REGISTRATION EXPIRE: 3-31-14


THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: <u>6-12-13</u>

EXHIBIT "B"

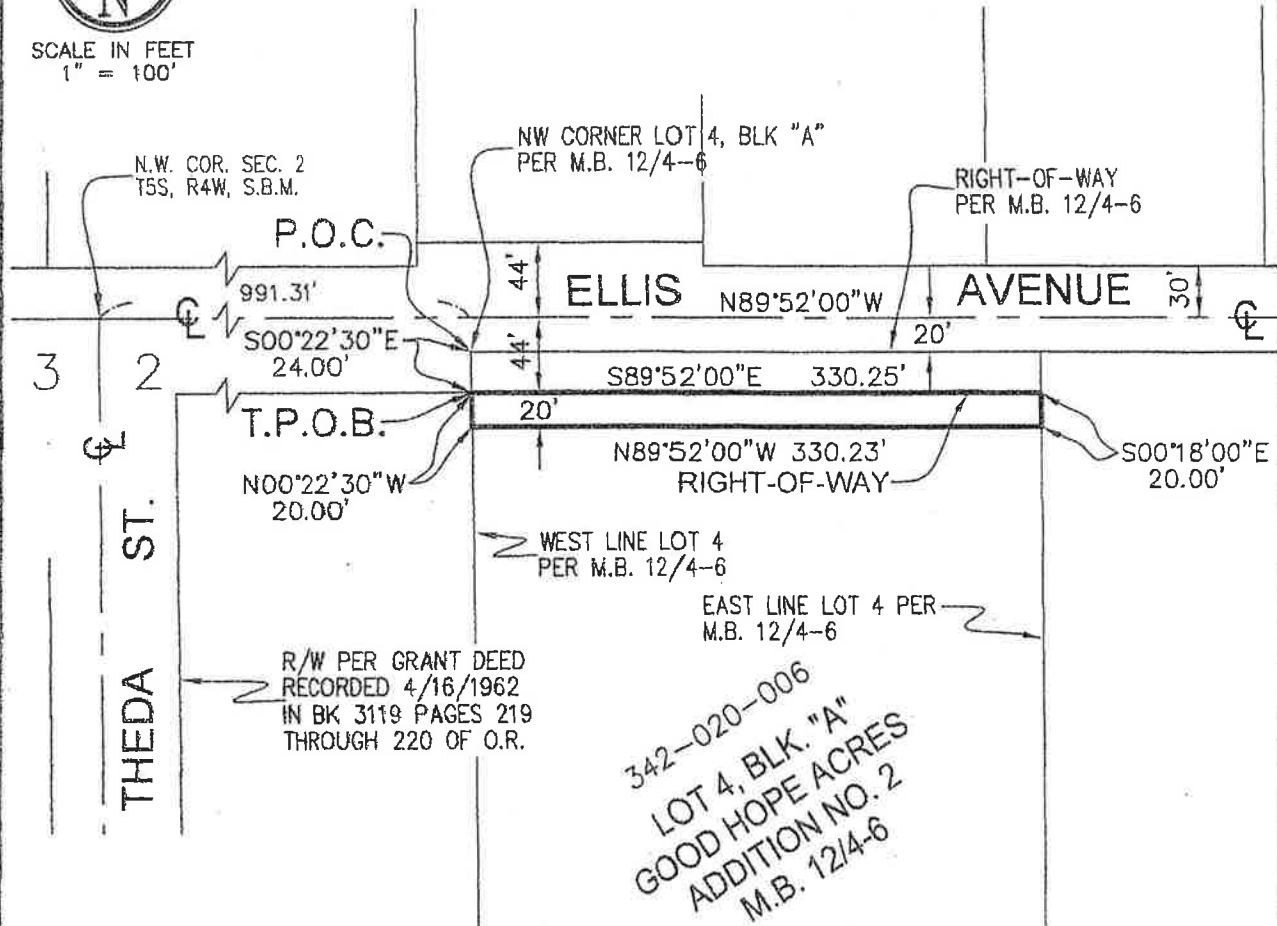
TEMPORARY CONSTRUCTION EASEMENT



SCALE IN FEET
1" = 100'

LEGEND

- PARCEL LINES
- TEMPORARY CONSTRUCTION ESMT.



342-020-006
LOT 4, BLK. "A"
GOOD HOPE ACRES
ADDITION NO. 2
M.B. 12/4-6

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*
DATE: 6-12-13

T.5S, R.4W, SEC. 2, S.B.M.



VICINITY MAP
NTS



6/12/13

PREPARED BY:



CIVIL/STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS
PLANNERS/SURVEYORS/GPS

151 South Girard Street, Hemet, CA 92544
TEL. (951) 652-4454

SHEET 1 OF 1 SHEETS

ATTACHMENT "3"

Deed Form

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

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

LGH:ra/081313/420TR/16.193

(Space above this line for Recorder's use)

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-006 (portion)

EASEMENT DEED

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

CALVIN P. BRIGGS, Trustee of the Calvin P. Briggs Trust under Trust Agreement dated October 5, 2007

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

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

PROJECT: Ellis Avenue Sidewalk Project
APN: 342-020-006 (portion)

Dated: _____

GRANTOR:
CALVIN P. BRIGGS, Trustee of the
Calvin P. Briggs Trust under Trust
Agreement dated October 5, 2007

Calvin P. Briggs, Trustee

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary
Public in and for said County and State, personally appeared
_____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

[SEAL]

PUBLIC ROAD AND UTILITY EASEMENT

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from CALVIN P. BRIGGS, Trustee of the CALVIN P. BRIGGS Trust Under Trust Dated October 5, 2007, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

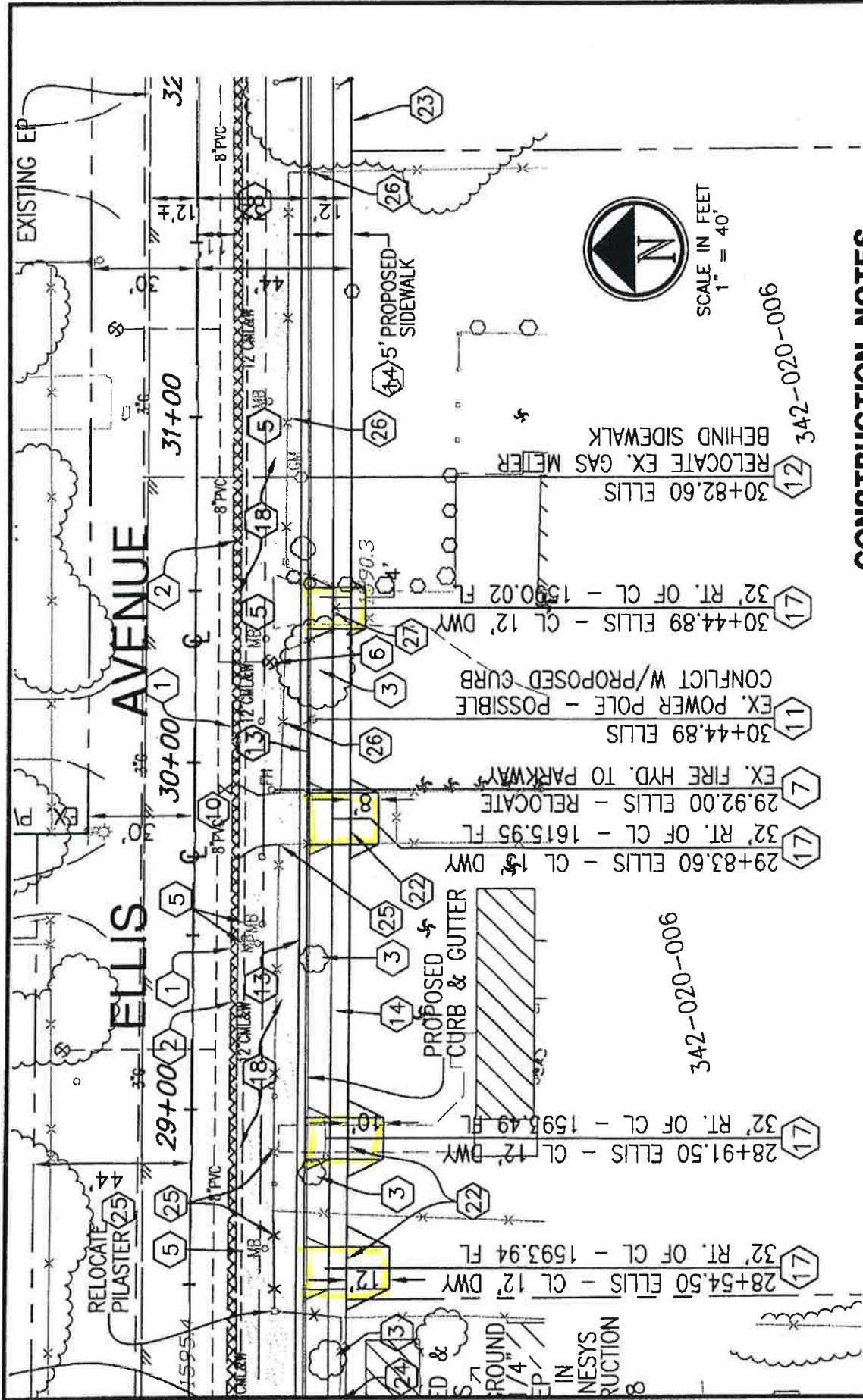
COUNTY OF RIVERSIDE

Juan C. Perez, Director of Transportation

By: _____, Deputy

ATTACHMENT "4"
Construction Plan

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SCALE IN FEET
1" = 40'

342-020-006

342-020-006

CONSTRUCTION NOTES

- 22 CONSTRUCT CHAIN LINK GATE (MATCH HEIGHT OF FENCE)
- 23 CONSTRUCT NEW 6' HIGH CHAIN LINK FENCE
- 25 REMOVE EXISTING CHAIN LINK FENCE. REPLACE W/NEW 6' HIGH CHAIN LINK FENCE BEHIND NEW SIDEWALK. RELOCATE PILASTERS.
- 26 REMOVE EXISTING DECORATIVE STEEL FENCE. RELOCATE BEHIND SIDEWALK.
- 27 RELOCATE EXISTING DECORATIVE STEEL GATE AND PILASTERS. RESTORE ELECTRICAL CONNECTION TO GATE AT NEW LOCATION.

* THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND REPLACE LAWN IRRIGATION, LAWN AND LANDSCAPING ON APN 342-020-006 TO THE SATISFACTION OF THE HOMEOWNER AND RIV. CO. INSPECTOR.

ATTACHMENT "5"

Scope of Work

Item	Description of Work	Cost
1.	Construct 12-foot wide concrete apron located at approximately Station 28+54.	Contractor
2.	Construct 12-foot wide concrete apron located at approximately Station 28+91.50.	Contractor
3.	Construct 15-foot wide concrete apron located at approximately Station 29+83.60.	Contractor
4.	Construct 12-foot wide concrete apron located at approximately Station 30+44.89.	Contractor
5.	Approximately 181 LF of decorative 6' high steel fence.	Protect in place or Relocate existing fence in concrete footings by contractor
6.	Approximately 14 LF of decorative steel gate	Protect in place or Relocate by contractor
7.	6, 18" x 18" pillars	Protect in place or Relocate by contractor
8.	Approximately 336 square feet of concrete	Protect in place or Relocate by contractor
9.	Approximately 2,808 LF of irrigation	Protect in place or Relocate by contractor
10.	Electrical lines to front gate and box.	Protect in place or Relocate by contractor
11.	Approximately 174 LF of 6' high chain link fencing	Protect in place or Relocate by contractor
12.	2, 6' high chain link gate.	Protect in place or Relocate by contractor
13.	4, 12" x 12" pillars	Protect in place or Relocate by contractor
14.	1, 24" box Acacia tree @ \$175	\$175
15.	7, Juniper hedges @ \$50 each	\$350
16.	1, 10-gallon Magnolia @ \$60 each	\$60
17.	2, 24" box Jacaranda tree @ \$170 each	\$340
	Contractor Profit and Overhead – Items 14-17	\$185
18.	2,362 square foot Class 2 gravel base @ \$2.00 per square foot and dirt and grading	\$5,224
	Contractor Profit and Overhead – Item 18	\$1,045
	Total	\$7,379

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

4 CALVIN P. BRIGGS, Trustee of the Calvin P. Briggs Trust under Trust Agreement
5 dated October 5, 2007 ("Grantor")
6

7 PROJECT: ELLIS AVENUE SIDEWALK PROJECT
8 APN: 342-020-006 (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 CALVIN P. BRIGGS, Trustee of the CALVIN P. BRIGGS, Trustee of the
14 Calvin P. Briggs Trust under Trust Agreement dated October 5, 2007 ("Grantor").
15 County and Grantor are sometimes collectively 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, described
18 as portion of Assessor's Parcel Number 342-020-006, highlighted on Attachment "1,"
19 attached hereto ("Property"), and made a part hereof, for all purposes necessary to
20 facilitate and accomplish the construction of Ellis Avenue Sidewalk Project ("Project").

21 2. AFFECTED PARCEL. The temporary construction access, used during
22 construction of the Project, referenced as a portion of Assessor's Parcel Number: 342-
23 020-006 consisting of approximately 6,605 square feet as designated on Attachment
24 "2," attached hereto and made a part hereof ("TCA Area").

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of
26 Six Hundred Thirty-Eight Dollars (\$638) for the right to enter upon and use the TCA
27 Area in accordance with the terms hereof.
28

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

5 5. EQUIPMENT. It is understood that the County may enter upon the TCA
6 Area where appropriate or designated for the purpose of getting equipment to and from
7 the TCA Area. County agrees not to damage the TCA Area in the process of
8 performing such activities.

9 6. COUNTY TO PROTECT OR REPLACE. County agrees to protect in
10 place or relocate by contractor any fencing located within the TCA Area.

11 7. DEBRIS REMOVED. The right to enter upon and use TCA Area includes
12 the right to remove and dispose of Items 1 through 4 listed in Attachment "3," attached
13 hereto and made a part hereof. Payment to the Grantor for Items 1 through 4 listed in
14 Attachment "3" is included in Paragraph 3 of this Agreement. At the termination of the
15 period of use of TCA Area by County, but before its relinquishment to Grantor, debris
16 generated by County's use will be removed and the surface will be graded and left in a
17 neat condition.

18 8. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the
19 contractor(s) for Items 1 through 4 of Attachment "3" and Grantor shall directly
20 compensate each contractor for all costs, fees, and/or expenses. The County is not
21 responsible for any payment to the selected contractor(s) and Grantor shall indemnify,
22 defend, protect, and hold County, its officers, employees, successors, and assigns free
23 and harmless from and against any and all claims, liabilities, penalties, forfeitures,
24 losses or expenses, including without limitations, attorney's fees, whatsoever arising
25 from or cause in whole or in part, directly or indirectly, by any actions of the said
26 contractor(s).

27 ///

28 ///

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

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

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

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

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

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

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

26 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
27 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
28 by this Agreement shall be tried in a court of competent jurisdiction in the County of

1 Riverside, State of California, and the Parties hereby waive all provisions of law
2 providing for a change of venue in such proceedings to any other county.

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

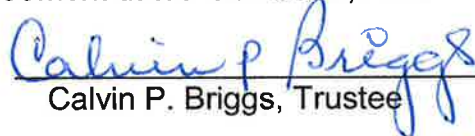
6 In Witness Whereof, the Parties have executed this Agreement the day and year
7 last below written.

8 Dated: _____

9
10 COUNTY:
11 COUNTY OF RIVERSIDE, a political
12 Subdivision of the State of California

GRANTOR:
CALVIN P. BRIGGS, Trustee of the
Calvin P. Briggs Trust under Trust
Agreement dated October 5, 2007

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

13 By: 
14 Calvin P. Briggs, Trustee

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

19 By: _____
20 Deputy

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

24 By: 
25 Patricia Munroe
26 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

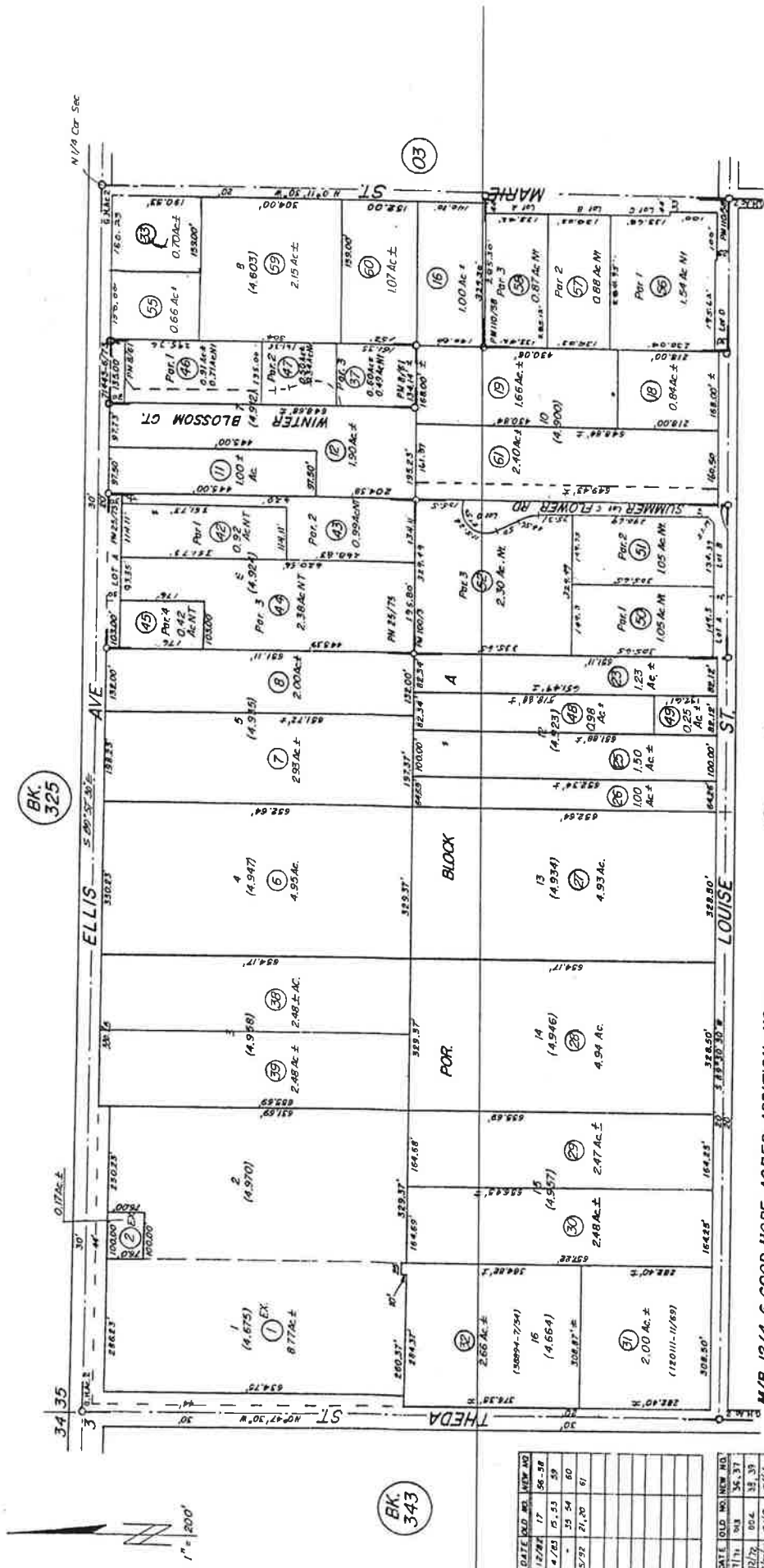
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16-43

342-02

T.R.A. 8714

N1/2 NW 1/4, SEC. 2, T.5S, R.4W.



DATE	OLD NO.	NEW NO.
12/28	17	36-58
4/23	21, 53	59
-	35, 54	60
5/22	21, 20	61

DATE	OLD NO.	NEW NO.
1/11	513	34-31
2/12	504	31-39
5/25/71	040	047
8/78	10	42-44
1/78	9	45
4/75	807	1
10/71	24	40, 49
2/70	22	50-52
5/67	34	51-55

M/B-12/1-4-6 GOOD HOPE ACRES, ADDITION NO.2

P.M. 25/75 Parcel Map No. 7376

P.M. 8/61 " " " 5011

P.M. 100/73 " " " 15704

P.M. 110/58 " " " 18454

JUL. 1971

ASSESSOR'S MAP BK 342 PG. 02
RIVERSIDE COUNTY, CALIF. MC

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ATTACHMENT "2"
Legal Description and Plat Map

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF LOT 4 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ELLIS AVENUE (20.00 FOOT SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID MAP;

THENCE SOUTH 00°22'30" EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID ELLIS AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°52'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4;

THENCE SOUTH 00°18'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 64.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID ELLIS AVENUE;

THENCE NORTH 89°52'00" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.23 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4;


THENCE NORTH 00°22'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,605 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

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



PREPARED UNDER MY SUPERVISION



KEVIN B. COZAD
REGISTERED CIVIL ENGINEER NO. 26159
REGISTRATION EXPIRE: 3-31-14

6/12/13
DATED


THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 6-12-13

EXHIBIT "B"

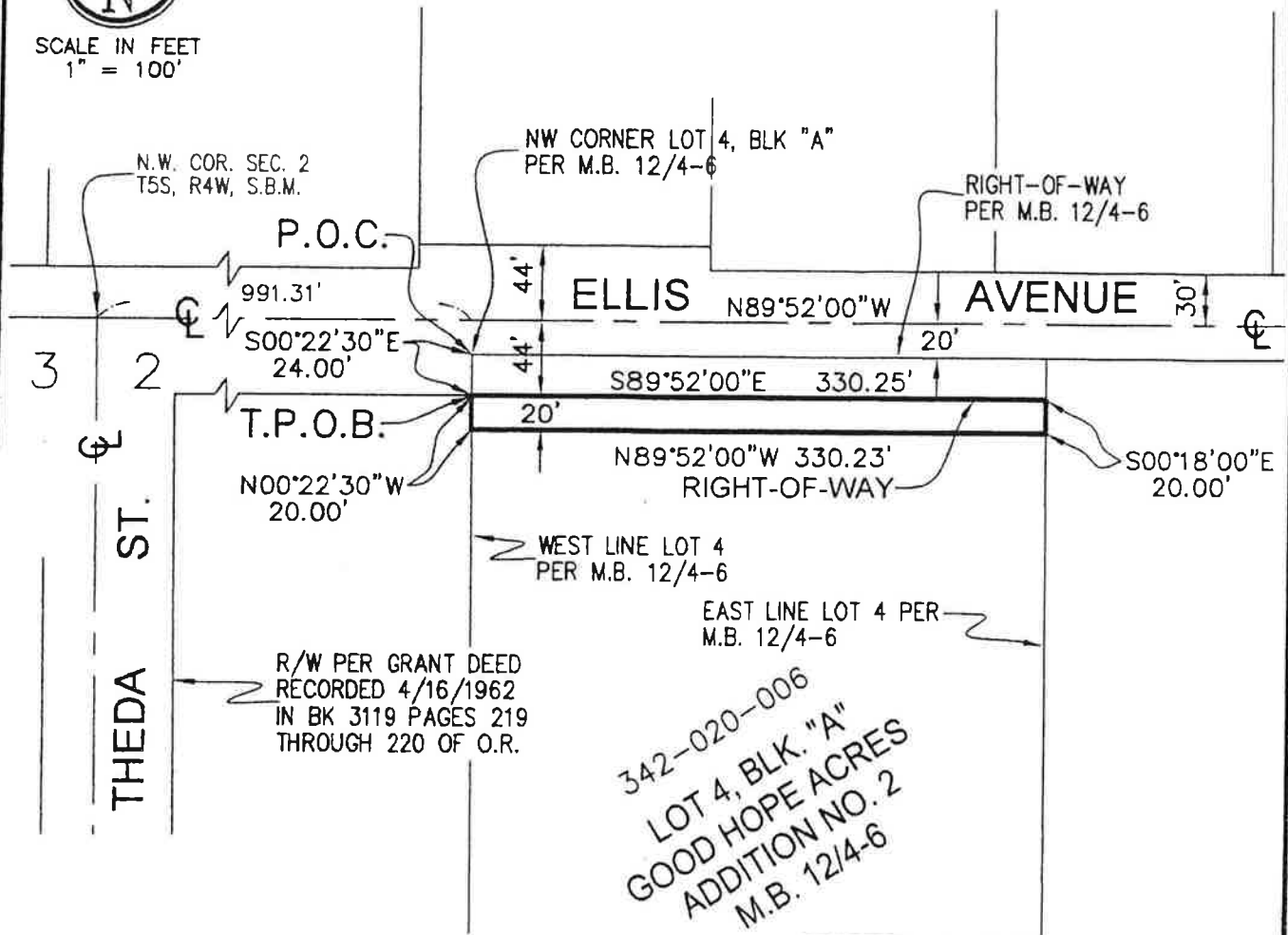
TEMPORARY CONSTRUCTION EASEMENT

LEGEND

-  PARCEL LINES
-  TEMPORARY CONSTRUCTION ESMT.



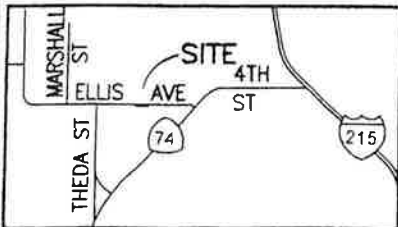
SCALE IN FEET
1" = 100'



342-020-006
LOT 4, BLK. "A"
GOOD HOPE ACRES
ADDITION NO. 2
M.B. 12/4-6

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: 6-12-13

T.5S, R.4W, SEC. 2, S.B.M.



PREPARED BY:

Cozad & Fox, Inc. CIVIL/STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS
PLANNERS/SURVEYORS/GPS

151 South Girard Street, Hemet, CA 92544
TEL. (951) 652-4454

SHEET 1 OF 1 SHEETS

ATTACHMENT "3"

Item	Description	Cost
1.	1, Sago Palm @ \$100 each	\$100
2.	1, Italian Cypress @ \$170 each	\$170
3.	2, Juniper Hedges @ \$50 each	\$100
4.	1 hose bib @ \$100 each	\$100
	Total Landscape	\$470

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