

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

708B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 17, 2013

SUBJECT: Murrieta Creek Phase II, Project No. 7-0-00021; Resolution No. F2013-32
Authorization to Purchase a Right of Entry and Temporary Construction Easement in Assessor's Parcel No. 922-053-037, CEQA Finding of Nothing Further is Required, District 3 / District 3 [\$126,000]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Finding that the purchase of right of entry and temporary construction easement will not have a significant impact on the environment, nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Environment Impact Report (SCH#2000071051) certified by this Board; and
- 2) Adopt Resolution No. F2013-32, Authorization to Purchase a Right of Entry and Temporary Construction Easement. In property being Assessor's Parcel No. 922-053-037, located in the city of Temecula, County of Riverside, California; and
- 3) Approve the Agreement for Sale and Purchase of Real Property between the District and S & L Hasan and authorize the Chairman of the Board to execute the same on behalf of the District; and

BACKGROUND:
Summary

GSW:rlp
P8/156149

Steve Thomas
FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 126,000	\$ 0	\$ 126,000	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 126,000	\$ 0	\$ 126,000	\$	

SOURCE OF FUNDS: Murrieta Creek Project 25170 947520
526710 Rent-Lease Land

Budget Adjustment:
For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY: *Steven C. Horn*
Steven C. Horn, MPA

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *Jeanine J. Rey 12/15/2013*
JEANINE J. REY

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Givard 12-5-13*
SYNTHIA M. GIVARD DATE: Departmental Counsel

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

Prev. Agn. Ref.:

District: 3rd/3rd Agenda Number:

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Murrieta Creek Phase II, Project No. 7-0-00021-Resolution No. F2013-32

Authorization to Purchase a Right of Entry and Temporary Construction Easement in Assessor's Parcel No. 922-053-037, CEQA Finding of Nothing Further is Required, District 3 District 3 [\$126,000]

DATE: December 17, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

- 4) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
- 5) Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.
- 6) Direct the Clerk of the Board to submit the Notice of Determination to the county Clerk for filing within five (5) days of approval of this project, the authorization of the right of entry and temporary construction easement.

The District, in conjunction with the U.S. Army Corps of Engineers, is in the final phase of preparing construction drawings for the Murrieta Creek Phase II project. An additional Parcel has been identified as needed on a temporary basis for access and construction staging to Murrieta Creek.

A Right of Entry and Temporary Construction Easement Agreement has been negotiated with the property owner, S & L Hasan, Inc., at the fair market value of \$126,000.

The Right of Entry and Temporary Construction Easement Agreement covers the use of Assessor's Parcel No. 922-053-037, located in the city of Temecula. The property contains approximately .68 acre or 29,261 sq. ft. and is unimproved and vacant. The District and Corps will be able to utilize the property for a period of thirty-six (36) months to access to the bottom of the creek from Sixth Street on the east side of Murrieta Creek.

Pursuant to CEQA, the project was reviewed and a Notice of Determination was filed in compliance with Section 21108 or 21152 of the Public Resources Code with the County Clerk of Riverside County on January 30, 2003. The purchase of a right of entry and temporary construction easement described herein was found to not have a significant effect on the environment. This acquisition was contemplated and adequately analyzed in the earlier Environment Impact Report (SCH#2000071051) considered and certified by the Board on January 28, 2003, Agenda Item 11.5, Resolution No. F2003-1. Therefore, nothing further is required.

This action is necessary to facilitate the construction of the Murrieta Creek Phase II improvements.

Resolution No. F2013-32 and the Right of Entry and Temporary Construction Easement Agreement have been approved as to form by County Counsel.

Impact on Citizens and Businesses

This project will reduce flooding in the Old Town section of the city of Temecula, thereby protecting property and citizens.

ATTACHMENTS (if needed, in this order):

- A. Resolution No. F2013-32
- B. Right of Entry and Temporary Construction Easement Agreement

BOARD OF SUPERVISORS

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2013-32

AUTHORIZATION TO PURCHASE A RIGHT OF ENTRY AND
TEMPORARY CONSTRUCTION EASEMENT IN REAL PROPERTY
MURRIETA CREEK PHASE II
PROJECT 7-0-00021
ASSESSOR PARCEL NUMBER 922-053-037

BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on December 17, 2013, in the meeting room of the Board of Supervisors of the District located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the purchase of a Right of Entry and Temporary Construction Easement, at or after 10:30 a.m., of that certain real property located in the city of Temecula, County of Riverside, State of California, consisting of approximately .68 acre of vacant and unoccupied property with Assessor's Parcel Number 922-053-037, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, for a purchase price of \$126,000.00, from the owner, S & L Hasan, Inc.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Right of Entry and Temporary Construction Easement Agreement between the District and S & L Hasan, Inc. is hereby approved and the Chairman of the Board of Supervisors of the District is authorized to execute the same on behalf of the District.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board certify acceptance of any documents conveying the real property interest in favor of the District to complete the purchase.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the real property interest and this transaction.

FORM APPROVED COUNTY COUNSEL
BY: *Sybil H. Gunzel* 12-17-13
DATE
SYBIL H. GUNZEL

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1 RIVERSIDE COUNTY FLOOD CONTROL AND
2 WATER CONSERVATION DISTRICT
(Herein referred to as "District"), and

ORIGINAL

3 S & L Hasan, Inc.
4 (Herein referred to as "Grantor")

5 Project: Murrieta Creek Phase II
6 Parcel No.: RCFC No. 7021-28T
7 APN: 922-053-037

8 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

- 9 1. The right is hereby granted District to enter upon and use the land of Grantor in the
10 County of Riverside, State of California, described as Assessor's Parcel Number 922-
11 053-037, highlighted on the map attached hereto, and made a part hereof, for all
12 purposes necessary to facilitate and accomplish the construction and installation of the
Murrieta Creek Phase II project.
- 13 2. The temporary construction easement, used during construction of the project consists of
14 approximately 0.68 acre or 29,261 square feet as designated on the attached map,
referenced as Exhibit "A".
- 15 3. A thirty (30) day written notice shall be given to Grantor prior to using the rights herein
16 granted. The rights herein granted may be exercised for thirty-six (36) months from the
17 thirty (30) day written notice, or until completion of said project, whichever shall be
sooner.
- 18 4. It is understood that the District may enter upon Grantor's property where appropriate or
19 designated for the purpose of storing equipment and getting equipment to and from the
20 construction area. District agrees not to damage Grantor's property in the process of
performing such activities.
- 21 5. The right to enter upon and use Grantor's land includes the right to remove and dispose
of real and personal property located thereon.
- 22 6. At the termination of the period of use of Grantor's land by District, but before its
23 relinquishment to Grantor, debris generated by District's use will be removed and the
24 surface will be graded and left in a neat condition.
- 25 7. Grantor shall be held harmless from all claims of third persons arising from the use by
District of Grantor's land.
- 26 8. Grantor hereby warrants that they are the owners of the property described above and
27 that they have the right to grant District permission to enter upon and use the land.
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9. This Agreement is the result of negotiations between the parties hereto. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.

10. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

11. This Agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

12. Grantor, their 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.

13. District agrees to pay Grantor one hundred twenty-six thousand (\$126,000.00) dollars for the right to enter upon and use Grantor's land in accordance with the terms hereof.

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(Signatures on next page)

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Right of

Entry and Temporary Construction Easement on _____
(date to be filled in by Clerk of the Board)

Date: 8/19/13


S & L HASAN, INC.

By: 

By: _____

RECOMMENDED FOR APPROVAL

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: 
For WARREN D. WILLIAMS
General Manager-Chief Engineer

By: _____
MARION ASHLEY, Chairman
Riverside County Flood Control
and Water Conservation District
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Pamela J. Walls
County Counsel

Kecia Harper-Ihem
Clerk of the Board

By: 
Synthia M. Gunzel
Deputy County Counsel

By: _____
Deputy

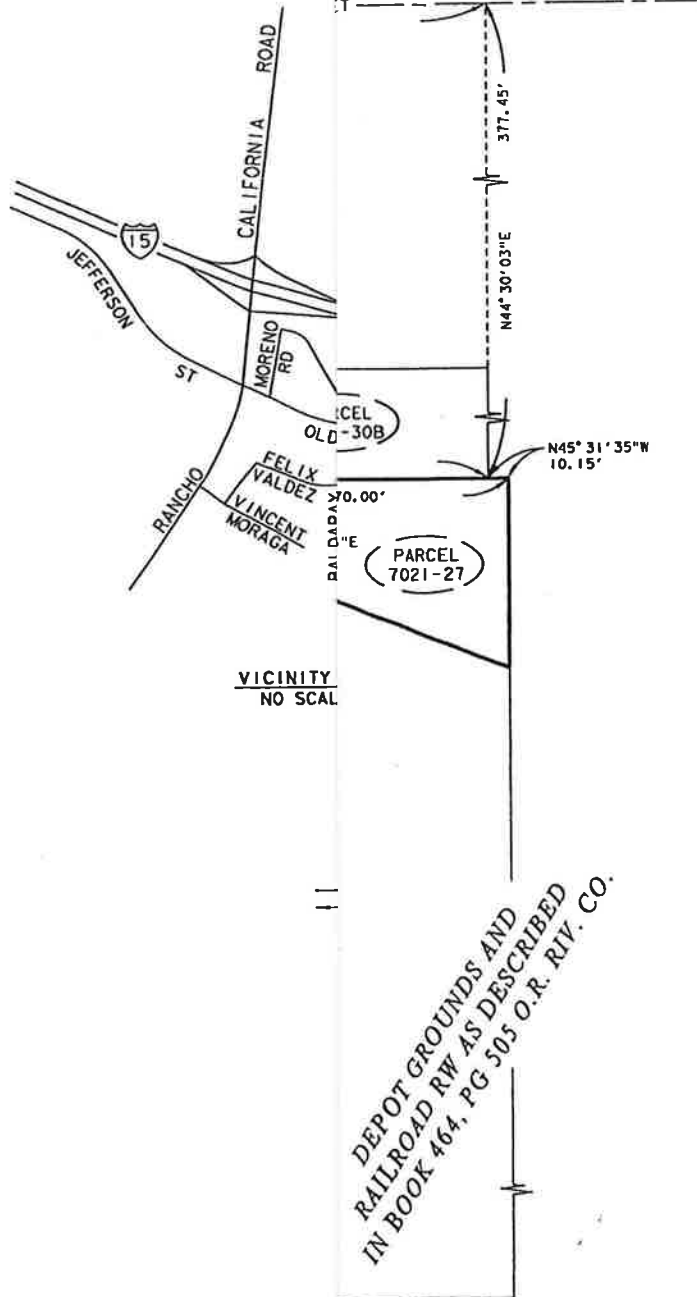
(Seal)

GSW:rlp

Project: Murrieta Creek Phase II
Parcel No. RCFC No. 7021-28T
APN 922-053-037

ON PROJECT

BEING PORTIONS OF N. TOPEKA, AND SANTA FE RAILROAD COMPANY,
 CONVEYED TO N.R. VAIL, TOGETHER WITH THAT PORTION OF SIXTH STREET
 ADJOINING SAID LAND, INSTRUMENT NO. 174062, WHICH WOULD PASS BY
 OPERATION OF LAW WITH A CO IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.





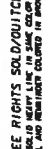




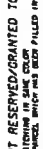




DEPOT GROUNDS AND
 RAILROAD RW AS DESCRIBED
 IN BOOK 464, PG 505 O.R. RIV. CO.

CURVE DATA				
Δ	=	R =	T =	L
1	43° 31' 30"	70.00'	27.94'	53.

LEGEND

DISTRICT RIGHTS SHOWN

-  FEE PARCELS - ANY COLOR EXCEPT YELLOW OR BROWN.
-  DEDICATED LAND - LANDS ACQUIRED BY A.C.F.C. & S.C.F. THROUGH OFFERS OF LAND TO THE PUBLIC, INCLUDING THE PATENT PARCELS OF THE RAILROAD.
-  EXCESS FEE RIGHTS, SOLD/QUITCLAIMED - EXCESS FEE RIGHTS, SOLD/QUITCLAIMED IN BROWN.
-  EXCESS RIGHTS OTHER THAN FEE SOLD/QUITCLAIMED - EXCESS RIGHTS OTHER THAN FEE SOLD/QUITCLAIMED IN BROWN.
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