

819



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

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

**SUBMITTAL DATE:**  
December 23, 2014

**SUBJECT:** Right of Way Acquisition Agreement and Permit to Enter and Construct Agreement for the  
Krameria Avenue and Washington Street Traffic Signal Project – Woodcrest, District 1, [\$13,950] 100%  
West County Developer Impact Fund

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

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0129-002 and Permit to Enter and Construct Agreement, all within a portion of Assessor's Parcel Number 273-190-006;
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 his designee to execute any other documents and administer all actions necessary to complete this transaction; and

**RECOMMENDED MOTION:** (Continued)  
**Patricia Romo**  
Assistant Director of Transportation

Juan C. Perez, Director  
Transportation and Land Management

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ 13,950	\$ 0	\$ 13,950	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** West County Developer Impact Fund (DIF)  
Signal Mitigation Fund – 100%

**Budget Adjustment:** No  
**For Fiscal Year:** 2013/14

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

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FISCAL PROCEDURES APPROVED  
 PAUL-ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 12-18-14  
 Departmental Concurrence

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

**Prev. Agn. Ref.:** N/A **District:** 1/1 **Agenda Number:**

**3-24**

**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 Permit to Enter and Construct Agreement for the Krameria Avenue and Washington Street Traffic Signal Project – Woodcrest, District 1, [\$13,950] 100% West County Developer Impact Fund

**DATE:** December 23, 2013

Page 2 of 2

**RECOMMENDED MOTION:** (Continued)

- 4. Authorize and allocate the sum of \$6,100 to acquire Parcel 0129-002, within a portion of Assessor's Parcel Number 273-190-006 as well as \$7,850 to pay all related transaction costs.

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (RCTD) is proposing to install a traffic signal project at the intersection of Krameria Avenue and Washington Street near the Woodcrest Elementary School in the Woodcrest area (Project).

The Notice of Exemption was filed and posted on July 1, 2013. RCTD staff conducted a review of the project and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15301(c).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 273-190-006 from Carlos Castaneda (Castaneda) for the price of \$6,100 as well as a Permit to Enter and Construct at no cost. There are costs of \$7,850 associated with this transaction. Castaneda will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 273-190-006 referenced as Parcel 0129-002.

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

**Impact on Citizens and Businesses**

Installation of the traffic signal will relieve traffic congestion, thus improving public safety in the area.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 273-190-006:

Acquisition	\$ 6,100
Permit to Enter and Construct	0
Estimated Title and Closing Costs	1,100
Preliminary Title Report	400
County Appraisal	2,850
EDA/FM Real Property Staff Time	3,500
<b>Total Estimated Acquisition Costs</b>	<b>\$13,950</b>

All costs associated with the acquisition of this property are fully funded by the West County DIF Signal Mitigation Fund 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)

Permit to Enter and Construct Agreement (4)

1 PROJECT: KRAMERIA AVENUE AND WASHINGTON  
2 STREET TRAFFIC SIGNAL PROJECT  
3 PARCEL: 0129-002  
4 APN: 273-190-006 (PORTION)  
5

6 **RIGHT OF WAY ACQUISITION AGREEMENT**

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
9 ("County"), and CARLOS CASTANEDA, a widower, ("Grantor"). County and Grantor  
10 are sometimes collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 16981 Krameria  
13 Avenue in Riverside, County of Riverside, State of California, as depicted on the Plat  
14 Map identified as Attachment "1," attached hereto and made a part hereof. The real  
15 property consists of 12,600 square feet of land improved with a 1,276 square foot  
16 single-family residence and is also known as Assessor's Parcel Number: 273-190-006  
17 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desire to  
19 purchase an easement interest for road purposes in the portion of the Property  
20 ("ROW"), for the purpose of constructing the Krameria Avenue and Washington Street  
21 Traffic Signal Project ("Project") as follows: an Easement Deed in favor of the County  
22 of Riverside for road purposes referenced as Parcel 0129-002 and described on  
23 Attachment "2" attached hereto and made a part hereof, pursuant to the terms and  
24 conditions set forth herein; and

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

28

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

3 **ARTICLE 1. AGREEMENT**

4 1. Recitals. All the above recitals are true and correct and by this reference  
5 are incorporated herein.

6 2. Consideration. For good and valuable consideration, Grantor agrees to  
7 sell and convey to the County, and the County agrees to purchase from Grantor all of  
8 the Right-of-Way Property described herein, under the terms and conditions set forth in  
9 this Agreement. The full consideration for the Right-of-Way Property consists of the  
10 purchase price amount for the real property interest to be acquired by the County  
11 ("Purchase Price"). The Purchase Price in the amount of Six Thousand One Hundred  
12 Dollars (\$6,100) is to be distributed to Grantor in accordance with this Agreement.

13 3. County Responsibilities:

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

25 B. Upon the opening of Escrow, the County shall deposit the  
26 Consideration as follows:

27 i. Purchase Price. Deposit into Escrow the Purchase  
28 Price in the amount of Six Thousand One Hundred Dollars (\$6,100) (the "Deposit").

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

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

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

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

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

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

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

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

28

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

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

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

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

11                                   ii. Pay any unpaid liens or taxes together with penalties, cost  
12 and interest thereon, and any bonds or assessments that are due on the date title is  
13 transferred.

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

17                           G. County shall, at its own cost and expense, construct Item 1 shown  
18 on Attachment "4," attached hereto and made a part hereof.

19                           H. County shall pay Grantor for Items 2 through 5 listed on  
20 Attachment "4." The amount is included in Paragraph 2 above.

21                   4. Grantor Responsibilities.

22                           A. Execute and acknowledge an Easement Deed in favor of the  
23 County of Riverside for road purposes dated \_\_\_\_\_ identified as  
24 Parcel Number 0129-002 and deliver deed to Lorie Houghlan, Real Property Agent for  
25 the County or to the Escrow Holder.

26                           B. Retain the contractor(s) to complete Items 2 through 5 listed in  
27 Attachment "4" and directly compensate each contractor for all costs, fees, and  
28 expenses. The County is not responsible for any payment to the contractor(s) selected

1 by Grantor and Grantor shall indemnify, defend, and hold harmless the County, its  
2 officers, employees, officials, representatives or agents free from and against any and  
3 all claims, liabilities, penalties, forfeitures, losses or expenses, including reasonable  
4 attorneys' fees, whatsoever arising from or caused by any actions or omissions of  
5 Grantor in connection with Grantor's selection and use of any of the contractors.

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

26 D. Grantor shall be obligated hereunder to include without limitation,  
27 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
28 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation

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

5 **ARTICLE II. MISCELLANEOUS**

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

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

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

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

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

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



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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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.

Dated: \_\_\_\_\_

COUNTY:  
COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

GRANTOR:  
CARLOS CASTANEDA, a widower

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

By:   
Carlos Castaneda

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"  
Assessor's Plat Map

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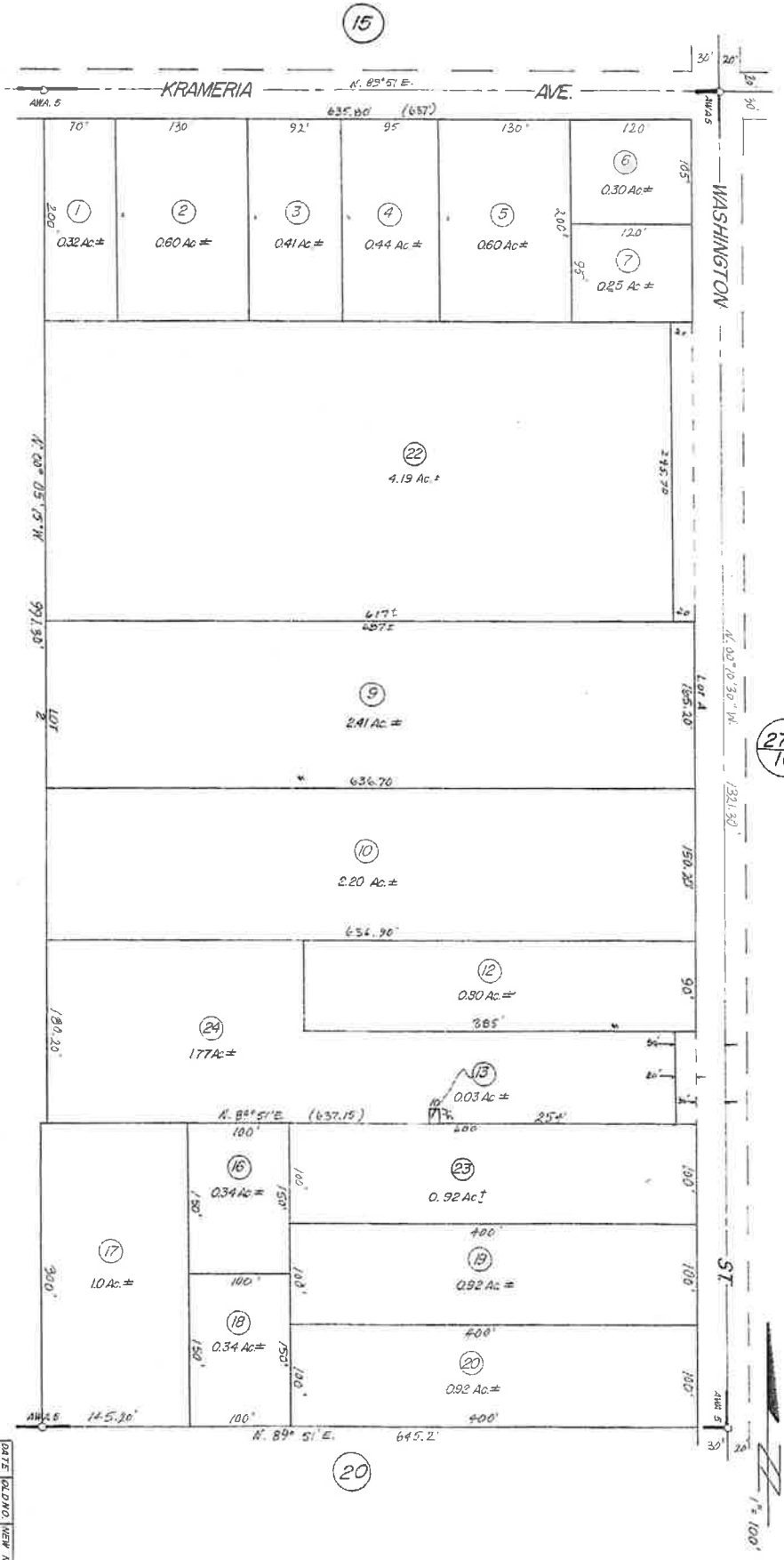
THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

POR. NE1/4 SE1/4 SEC. 26 T.3S.R.5 W.

T.R.A. 9807

273-19

11-48-2



DATA  
RS 17/36  
MS 17/42

M.B. 18/39 Amended Map Woodcrest Acres No. 5

ASSESSOR'S MAP BK. 273 PG. 19  
RIVERSIDE COUNTY, CALIF.

JAN. 1974

DATE	OLD NO.	NEW NO.
5/77	8	21-T-ST
1/74	21	22-ST
4-5-63	14, 15	23-ST
4/88	11	24-ST

ATTACHMENT "2"  
Legal Description and Plat Map

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**0129-002**

BEING A PORTION OF LOT 2 AS SHOWN ON THE AMENDED MAP OF WOODCREST ACRES NO. 5 ON FILE IN BOOK 18, PAGE 39 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (30.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF WASHINGTON STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID AMENDED MAP;

THENCE S 00°10'30" E ALONG SAID CENTERLINE OF WASHINGTON STREET, A DISTANCE OF 29.99 FEET;

THENCE S 89°49'30" W, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET, BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°10'30" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;

THENCE N 45°09'45" W, A DISTANCE OF 42.44 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF KRAMERIA AVENUE;

THENCE N 89°51'00" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 450 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE GROUND DISTANCES BASED UPON RECORD MAPS AS NOTED.

SEE ATTACHED EXHIBIT "B"

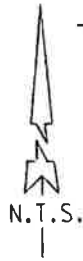
APPROVED BY: \_\_\_\_\_

*Timothy F. Rayburn*

DATE: \_\_\_\_\_

*5/7/2013*





T.3S., R.5W., S.B.M. EXHIBIT "B"  
SECTION 26 0129-002

MB 15/24

FERTILE ACRES  
MB 11/71

(N 89°51' E 2691.6') TO CENTER SEC 26 T.3S, R.5W. P.O.C.

KRAMERIA AVE. C/L

T.P.O.B.

MB 18/39 AMENDED MAP WOODCREST ACRES NO. 5  
PORTION OF LOT 2

PARCEL 0129-002

450 SQ.FT.  
0.010 AC.

LINE DATA:

- ① S 00°10'30" E 29.99'
- ② S 89°49'30" W 30.00'
- ③ S 00°10'30" E 30.00'
- ④ N 45°09'45" W 42.44'
- ⑤ N 89°51'00" E 30.00'

INST. 377408 REC. 5/27/2003  
APN 273-190-006

<105.00'>

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(N 00°10'30" W 1321.30')

WASHINGTON ST.

50'

PM 164/47-48



( ) INDICATES RECORD DATA PER MB 18/39.  
<> INDICATES REDORD DATA PER INST# 377408 REC. 5/27/2003  
ALL DISTANCES SHOWN ARE GROUND DISTANCES.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: WASHINGTON & KRAMERIA AVE

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

PAR. NO.:	0129-002
PREPARED BY:	KKC-B/DLM
SCALE:	N.T.S.
DATE:	MAY, 2013
W.O. NO.:	C2-0129

APPROVED BY: *Timothy E. Rayburn* DATE: 5/7/2013

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 10<sup>th</sup> 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)

LH:ra/100113/413TR/16.338

(Space above this line for Recorder's use)

PROJECT: Krameria Avenue and Washington Street  
Traffic Signal Project  
PARCEL: 0129-002  
APN: 273-190-006 (portion)

## EASEMENT DEED

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

CARLOS CASTANEDA, a widower

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: Krameria Avenue and Washington Street Traffic Signal Project  
 PARCEL: 0129-002  
 APN: 273-190-006 (portion)

Dated: \_\_\_\_\_

**GRANTOR:**  
**CARLOS CASTANEDA, a widower**

\_\_\_\_\_  
 Carlos Castaneda

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 CARLOS CASTANEDA, a widower, 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

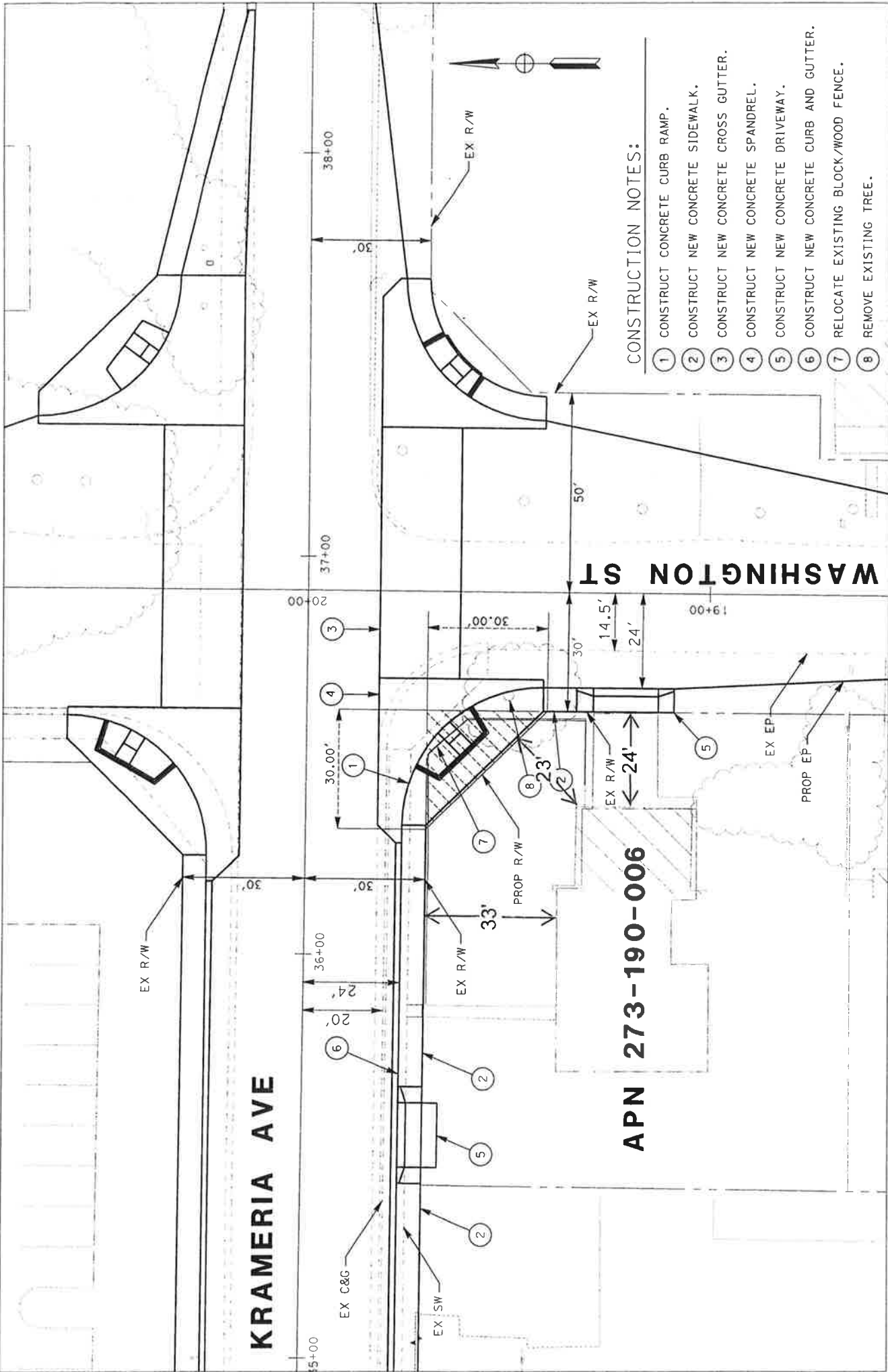
By: \_\_\_\_\_, Deputy

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ATTACHMENT "4"  
GRANTOR COST-TO-CURE ITEMS

The Grantor Cost-to-Cure Payment to be paid by County in the amount of One Thousand Thirty Seven Dollars (\$1,037) for the items listed below. All exhibits referenced below are attached hereto and made a part hereof.

Item	Description of Work	Amount
1	Concrete approach	Replaced by contractor
2	Concrete block/wood fencing	\$465
3	Concrete planter edging	\$249
4	Irrigation system	\$210
5	Landscaped area	\$113
	Total Grantor Cost-to-Cure Items	\$1,037



**APN 273-190-006**

**CONSTRUCTION NOTES:**

- 1 CONSTRUCT CONCRETE CURB RAMP.
- 2 CONSTRUCT NEW CONCRETE SIDEWALK.
- 3 CONSTRUCT NEW CONCRETE CROSS GUTTER.
- 4 CONSTRUCT NEW CONCRETE SPANDREL.
- 5 CONSTRUCT NEW CONCRETE DRIVEWAY.
- 6 CONSTRUCT NEW CONCRETE CURB AND GUTTER.
- 7 RELOCATE EXISTING BLOCK/WOOD FENCE.
- 8 REMOVE EXISTING TREE.

1 CARLOS CASTANEDA, a widower  
2 ("Grantor")

3  
4 COUNTY OF RIVERSIDE, a political subdivision of the State of California  
5 ("County")

6 PROJECT: Krameria Avenue and Washington  
7 Street Traffic Signal Project

8 APN(S): 273-190-006 (portion)

9  
10 **PERMIT TO ENTER AND CONSTRUCT**

11  
12 This Permit to Enter and Construct ("Permit") is made and entered into this  
13 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") between CARLOS  
14 CASTANEDA, a widower ("Grantor"), and the COUNTY OF RIVERSIDE, a political  
15 subdivision of the State of California ("County"). Grantor and County are sometimes  
16 collectively referred to as "Parties."

17 **RECITALS**

18  
19 WHEREAS, Grantor is the owner of certain real property known as 16981  
20 Krameria Avenue, in the Woodcrest area of the County of Riverside, State of  
21 California, (Assessor's Parcel Number 273-190-006), as depicted on the Plat Map  
22 identified as Exhibit "A," attached hereto and incorporated herein by reference,  
23 ("Property"), and has the right to grant to County permission to enter upon and use the  
24 Property;

25 WHEREAS, County of Riverside Transportation Department is currently working  
26 on a traffic signal project located at the intersection of Krameria Avenue and  
27 Washington Street in the Woodcrest area ("Project"); and

1 WHEREAS, County desires to obtain Grantor's permission and Grantor desires  
2 to grant the right to enter upon and use the portion of the Property, on a temporary  
3 basis, to perform necessary work shown on Exhibit "B" and Items 1 and 2 described on  
4 Exhibit "C," both attached hereto and incorporated herein by reference, and for all  
5 purposes necessary to facilitate and accomplish the construction of the Project; and

6 NOW, THEREFORE, Grantor and County do hereby agree as follows:

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**AGREEMENT**

1. All of the recitals are true and correct and by this reference are incorporated herein.

2. Grantor hereby grants to County and its agents, employees and contractors, permission and the temporary right to enter onto the portion of the Property for the purpose of performing the necessary work depicted on Exhibit "B" and Items 1 and 2 described in Exhibit "C," and for all purposes necessary to facilitate and accomplish the construction of the Project.

3. This permission is granted in consideration of the benefits which may accrue to the Property.

4. A five (5) day written notice shall be given to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for six (6) months from the five (5) day written notice, or until completion of said Project, whichever occurs later.

5. Prior to any entry upon the Property for any of the purposes herein above set forth, County shall notify the authorities in charge named below by written and/or oral notice at least forty-eight (48) hours prior to commencement of work.

Name: Carlos Castaneda  
Address: 16981 Krameria Avenue  
Riverside, CA. 92504  
Phone: 951-780-8023

1           6. County shall not permit to be placed against the Property, or any part thereof,  
2 any design professionals', mechanics', materialman's contractors' or subcontractors'  
3 liens with the regard to County's actions upon the Property.

4           7. Grantor shall be held harmless from all claims of third persons arising from  
5 the use by County of the Property.

6           8. County shall, in all activities undertaken pursuant to this Permit, comply and  
7 cause its contractors, agents, and employees to comply with all federal, state, and local  
8 laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.  
9 Without limiting the generality of the foregoing, County, at its sole cost and expense,  
10 shall obtain any and all permits which may be required by any law, regulation or  
11 ordinance for any activities County desires to conduct or have conducted pursuant to  
12 this Permit.

13           9. This Permit is the result of negotiations between the Parties hereto. The  
14 Parties further declare and represent that no inducement, promise or agreement not  
15 herein expressed has been made to them and this Permit contains the entire  
16 agreement of the Parties, and that the terms of this Permit are contractual and not a  
17 mere recital. Any ambiguity in the Permit or any of its provisions shall not be  
18 interpreted against the party drafting the Permit.

19           10. The undersigned represents that it has the authority to, and does, bind the  
20 person or entity on whose behalf and for whom it is signing this Permit and the  
21 attendant documents provided for herein, and this Permit and said additional  
22 documents are, accordingly, binding on said person or entity.

23           11. This Permit will be governed and construed by the laws of the State of  
24 California.

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



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

3 13. The Permit shall not be changed, modified, or amended except upon the  
4 written consent of the Parties hereto.

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(SIGNATURES ON NEXT PAGE)

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1 IN WITNESS WHEREOF, the Parties hereto have executed this Permit to Enter  
2 and Construct on the date first above written.

3 Date: \_\_\_\_\_


4 COUNTY:

GRANTOR:

5 COUNTY OF RIVERSIDE, a political  
6 Subdivision of the State of California

CARLOS CASTANEDA, a widower

7  
8 By: \_\_\_\_\_

By:   
Carlos Castaneda

9 Jeff Stone, Chairman  
Board of Supervisors

10 ATTEST:  
11 Kecia Harper-Ihem  
12 Clerk of the Board

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

16 APPROVED AS TO FORM:  
17 Pamela J. Walls  
County Counsel

18  
19 By:   
20 Patricia Munroe  
21 Deputy County Counsel

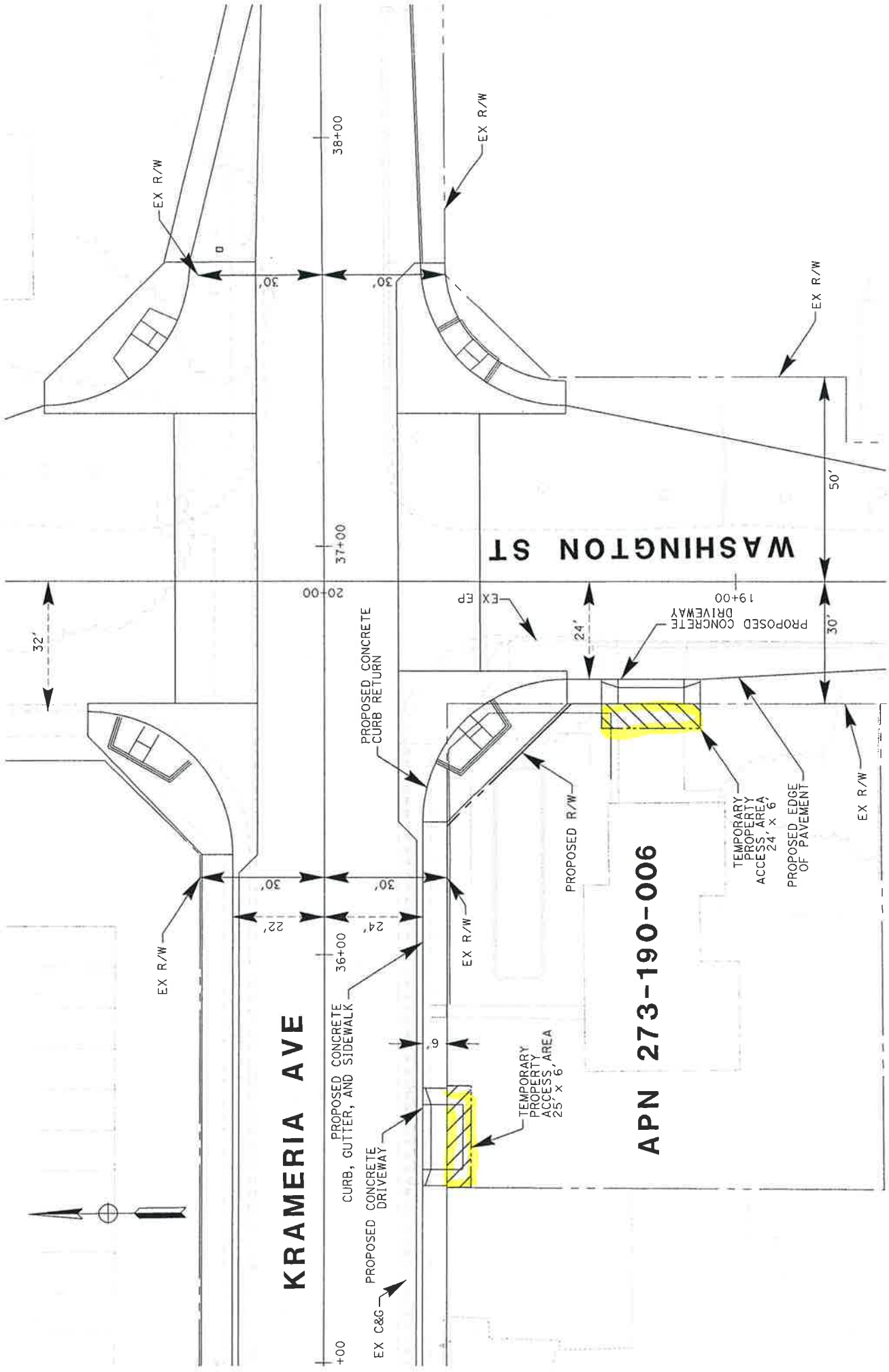
EXHIBIT "A"  
ASSESSOR'S PLAT MAP

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EXHIBIT "B"  
CONSTRUCTION PLAN

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**KRAMERIA AVE**

**WASHINGTON ST**

**APN 273-190-006**

PROPOSED CONCRETE CURB, GUTTER, AND SIDEWALK

PROPOSED CONCRETE DRIVEWAY

PROPOSED CONCRETE CURB RETURN

PROPOSED DRIVEWAY

TEMPORARY PROPERTY ACCESS AREA 24' X 6'

PROPOSED EDGE OF PAVEMENT

TEMPORARY PROPERTY ACCESS AREA 25' X 6'

EX R/W

EX EP

EX R/W

EX R/W

EX R/W

EX R/W

+00

36+00

20+00

37+00

38+00

32'

30'

30'

30'

30'

22'

24'

6'

24'

30'

50'

EXHIBIT "C"

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1	Access to an approximate 25 feet by 6 foot area beyond the Right of Way area for the Krameria Avenue driveway to provide a smooth transition.
2	Access to an approximate 24 feet by 6 foot area beyond the Right of Way area for Washington Street driveway to provide a smooth transition.