

551A



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

**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**  
April 8, 2010

**SUBJECT:** Temporary Construction Agreement for the De Anza Marketplace Traffic Signal Project

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

1. Approve the attached Temporary Construction Agreement for Parcel 0987-001A, within a portion of Assessor's Parcel Number 163-400-037, and authorize the Chairman of the Board to execute this agreement on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction;

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 8,050	<b>In Current Year Budget:</b>	No
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	Yes
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10

<b>SOURCE OF FUNDS:</b> Transportation Improvement Project (TIP) 100% - Signal Mitigation Development Impact Fees	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

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

BY:

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 20, 2010  
 xc: EDA, Transp., Auditor, EO

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.: | District: 2 | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.45

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY:   
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
BY:   
CYNTHIA M. GUNZEL DATE: 3-18-10

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/2010 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$1,000 for a temporary construction easement on Parcel 0987-001A within Assessor's Parcel Number 163-400-037, and \$7,050 to pay all related transaction costs.

**BACKGROUND:**

The Riverside County Transportation Department (RCTD) proposes to install a traffic signal at the intersection of Clay Street and De Anza Plaza Drive. Clay Street is currently a two lane street that travels in a north-south direction and has a 14 ft and a 12 ft wide lane.

The project will install a 3 ft concrete median between Limonite Avenue and De Anza Plaza Drive. All the existing striping will be repainted and the lane widths will remain the same. The traffic signal installation includes new traffic signal poles, signal heads, pedestrian heads, pedestrian push buttons, luminaire heads, emergency vehicle pre-emption system, underground conduit system, and associated hardware. New ADA compliant handicap ramps will be installed at all four curb returns at this intersection.

A four foot sidewalk connecting the two new ADA handicap ramps will be installed in the drive way entrance on the west side of Clay Street, which will accommodate the new ADA handicap ramps being installed.

The Economic Development Agency (EDA) has negotiated the temporary construction easement of Parcel 0987-001A within Assessor's Parcel Number 163-400-037 from De Anza Market Place for a price of \$1,000. There are costs of \$7,050 associated with this transaction.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary for the temporary construction easement of a portion of Assessor's Parcel Number 163-400-037:

Temporary Construction Easement	\$1,000
Preliminary Title Report:	\$ 750
County Appraisal:	\$2,800
EDA Real Property Staff Time:	\$3,500
Total Estimated Acquisition Costs:	\$8,050

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2009/10. Thus, no net county cost will be incurred as a result of this transaction.

**SCHEDULE A**

**Increase Estimated Revenues:**

10000-7200400000-778280	Interfund-Reimb for Service	\$3,550
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**Increase Appropriations:**

10000-7200400000-525400	Title Company Services	\$ 750
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10000-7200400000-524550	Appraisal Services	\$2,800
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1 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA  
(Herein referred to as "County"), and

2  
3 DE ANZA MARKET PLACE, A CALIFORNIA GENERAL PARTNERSHIP  
(Herein referred to as "Grantor")

4 PROJECT: DE ANZA MARKET PLACE  
TRAFFIC SIGNAL PROJECT  
5 PARCEL: 0987-001A  
6 APN: 163-400-037 (PORTION)

7 TEMPORARY CONSTRUCTION AGREEMENT

8 1. The right is hereby granted County to enter upon and use the land of Grantor  
9 in the County of Riverside, State of California, described as portion of Assessor's Parcel  
10 Number 163-400-037, highlighted on the map attached hereto, and made a part hereof, for all  
11 purposes necessary to facilitate and accomplish the construction of the a traffic signal at Clay  
Street and the De Anza Market Place Driveway Access and the reconstruction of the De Anza  
Market Place Driveway Access.

12 2. The temporary construction easement, used during construction of the project  
13 consists of approximately one thousand four hundred twenty eight (1,428) square feet as  
designated on the attached map, referenced as Exhibit "A".

14 3. A thirty (30) day written notice shall be given to Grantor prior to using the rights  
15 herein granted. The rights herein granted may be exercised for one (1) month from the thirty  
(30) day written notice, or until completion of said project, whichever occurs later.

16 4. It is understood that the County may enter upon Grantor's property where  
17 appropriate or designated for the purpose of getting equipment to and from the easement  
area. County agrees not to damage Grantor's property in the process of performing such  
activities.

18 5. The right to enter upon and use Grantor's land includes the right to remove and  
19 dispose of real and personal property located thereon.

20 6. At the termination of the period of use of Grantor's land by County, but before  
21 its relinquishment to Grantor, debris generated by County's use will be removed and the  
surface will be graded and left in a neat condition.

22 7. Grantor shall be held harmless from all claims of third persons arising from the  
use by County of Grantor's land.

23 8. Grantor hereby warrants that they are the owners of the property described  
24 above and that they have the right to grant County permission to enter upon and use the land.

25 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

1 to the matters herein and is a complete and exclusive statement of the terms and conditions  
2 thereof.

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

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

7 12. Grantor, their assigns and successors in interest, shall be bound by all the  
8 terms and conditions contained in this agreement, and all the parties thereto shall be jointly  
9 and severally liable thereunder.

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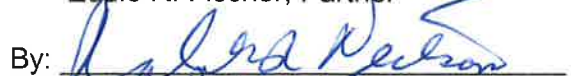
13. County shall pay to the order of Grantor the sum of One Thousand Dollars (\$1,000) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

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

**GRANTOR:**

De Anza Market Place, a California General Partnership

By:   
Eddie R. Fischer, Partner

By:   
Ralph R. Neilson, Partner

By:   
John L. West, Partner

By:   
Henry C. Cox II, Partner

**COUNTY OF RIVERSIDE**

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Marion Ashley, Chairman  
Board of Supervisors

By:   
Deputy

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

By:   
Synthia M. Gunzel  
Deputy County Counsel

CO:jw 22  
11/02/09  
302TR  
13.044 23

**EXHIBIT "A"**

TEMPORARY CONSTRUCTION EASEMENT  
SECTION 24  
T.2S., R.6W., JURUPA RANCHO



PCL 2  
PER LOT LINE  
ADJUSTMENT NO 4365  
(INST. NO. 365692,  
REC 08-03-2001)

DE ANZA MARKET  
PLACE DRIVEWAY

**PARCEL  
0987-001A**

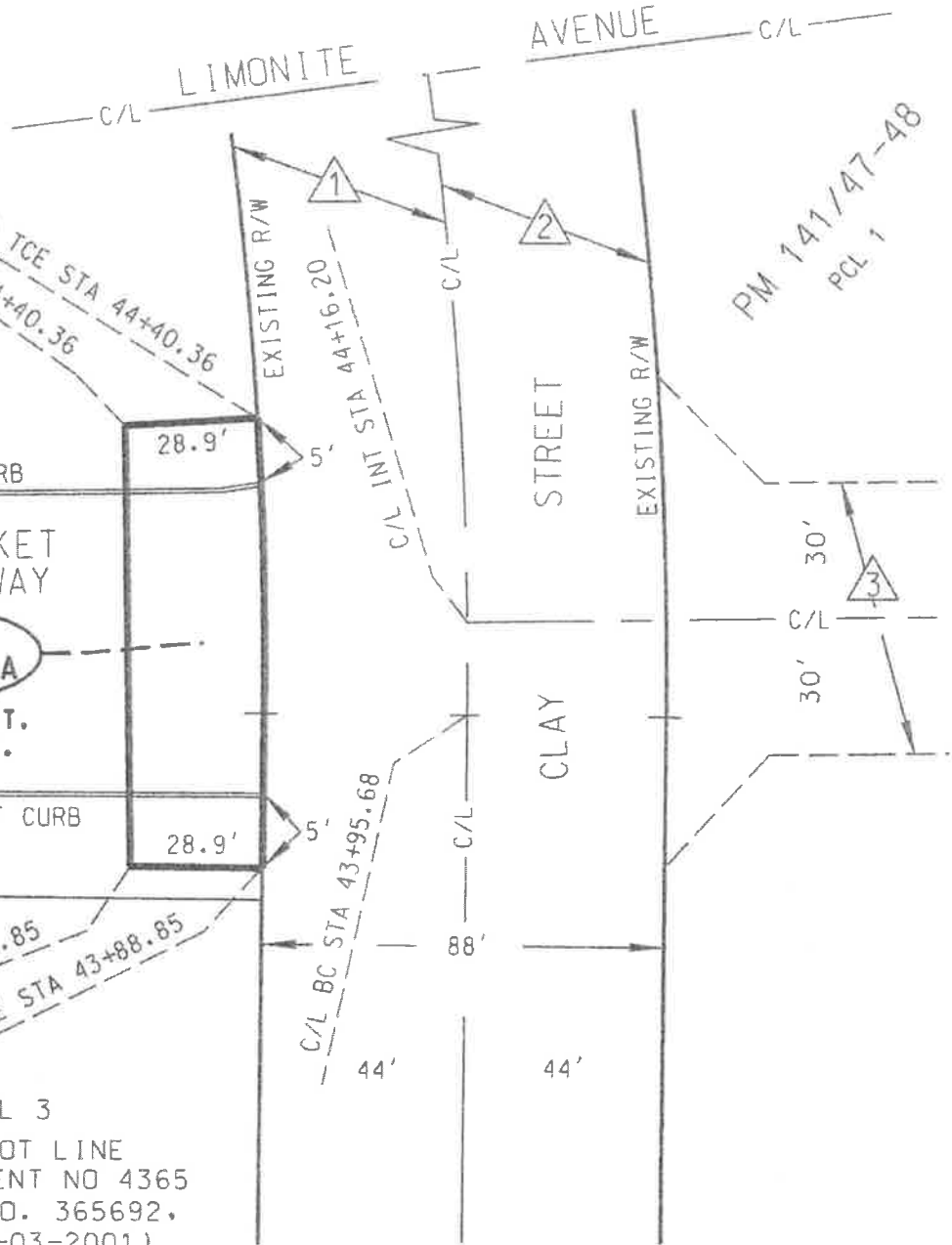
1.428 SQ.FT.  
0.033 AC.

TOP OF CURB  
APN 163-400-037

PCL 2

STA 43+88.85  
BEGIN TCE STA 43+88.85

PCL 3  
PER LOT LINE  
ADJUSTMENT NO 4365  
(INST. NO. 365692,  
REC 08-03-2001)



PM 141/47-48  
PCL 1

- 1 R/W PER INST. NO. 106813, REC 12/19/1960.
- 2 R/W PER INST. NO. 106814, REC 12/19/1960.
- 3 DE ANZA PLAZA DRIVE VACATED PER INST. NO. 502855,  
REC 11/15/1999.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0987-001A
PROJECT: <b>DE ANZA MARKET PLACE</b>	PREPARED BY: DDD
	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: B9-0987
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 12/19/09	SHEET 1 OF 1 SHEET