

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

711A



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

**SUBMITTAL DATE:**

July 29, 2010


**SUBJECT:** Right of Entry and Temporary Construction License Agreement for the Miles Avenue and Clinton Street Road Widening Project

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

1. Approve the attached Right of Entry and Temporary Construction License Agreement for Parcel 0389-55A, within a portion of Assessor's Parcel Number 608-090-001, and authorize the Chairman of the Board to execute this document on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA for the Economic Development Agency, or designee, to execute any documents and administer all actions to complete this transaction; and

(Continued)

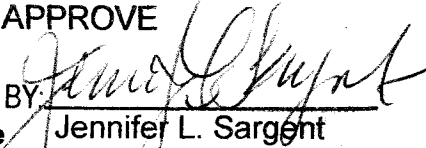
  
\_\_\_\_\_  
Juan C. Perez, Director  
Transportation Department

  
\_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA  
By Lisa Brandl, Assistant Director

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$16,150	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	2010/11

<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) 100%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE  
  
BY: \_\_\_\_\_  
Jennifer L. Sargent

**County Executive Office Signature**

Policy  Policy


Consent  Consent

Dept's Recomm.:  
Per Exec. Ofc.:

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione 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: August 10, 2010  
xc: EDA, Transp., Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 3.29 of 9/16/08 | District: 4 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.36**

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: Samuel Wong 7/21/10  
 SAMUEL WONG  
 CONCURRING  
 FORM APPROVED COUNTY COUNSEL  
 BY: Cynthia M. Gunzel 7-7-10  
 CYNTHIA M. GUNZEL, Department Concurrence

Economic Development Agency and Transportation Department  
Right of Entry and Temporary Construction License Agreement for the Miles Avenue and  
Clinton Street Road Widening Project  
July 29, 2010  
Page 2

**RECOMMENDED MOTION:** (Continued)

3. Authorize and allocate the sum of \$6,610 for the Right of Entry and Temporary Construction License Agreement for Parcel 0389-55A, within a portion of Assessor's Parcel Number 609-080-001, and \$9,540, to pay all related transaction costs associated with this transaction.

**BACKGROUND:**

The Miles Avenue and Clinton Street Widening Project (project) is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of Project, Project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements have already been completed.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalk, and storm drain improvements. These improvements have already been completed.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drain improvements. These improvements are under construction.

The Economic Development Agency (EDA) has negotiated the acquisition of temporary rights for Parcel 0389-55A, within a portion of Assessor's Parcel Number 608-090-001, from the Desert Sands Unified School District for a price of \$6,610. There are costs of \$9,540, associated with this transaction. This property is one of eighteen properties located in Phase 2B of Project.

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 Right of Entry and Temporary Construction License for Parcel 0389-55A, within a portion of Assessor's Parcel Number 608-090-001:

Right of Entry/ Temporary Construction License	\$ 6,610
Preliminary Title Report:	\$ 0
Appraisal:	\$ 0
Acquisition Administration:	\$ 9,540
Total Estimated Acquisition Costs:	\$ 16,150

EDA has already covered the costs for diligence services (Preliminary Title Report and Appraisal). Since the rights sought are temporary in nature, there will be no escrows, thus there will be no escrow or recording fees. The remaining cost 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 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

1 DESERT SANDS UNIFIED SCHOOL DISTRICT, A PUBLIC BODY, CORPORATE AND  
2 POLITICAL, and

3 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

4 Project: MILES AVENUE & CLINTON STREET  
5 APN: 608-090-001

6 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION LICENSE AGREEMENT

7 This Right of Entry and Temporary Construction License Agreement ("Agreement") is  
8 made and entered into this 17<sup>th</sup> day of June, 2010, between DESERT SANDS  
9 UNIFIED SCHOOL DISTRICT, A PUBLIC BODY, CORPORATE AND POLITICAL ("GRANTOR")  
10 and COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("COUNTY").  
11 GRANTOR and COUNTY are sometimes collectively referred to as "Parties."

12 RECITALS

13 A. WHEREAS, Grantor is the owner of certain real property identified as  
14 Assessor's Parcel Number 608-090-001 shown in Exhibit "A" attached hereto and incorporated  
15 herein by reference ("Property"); and has the right to grant to County permission to enter upon  
16 and use the Property.

17 B. WHEREAS, County desires to obtain Grantor's permission to enter upon the  
18 Property, on a temporary basis, for the limited purpose of planting eight (8) trees, subject to  
19 the terms and conditions of this Agreement ("Work"), and a non-exclusive temporary  
20 construction license, depicted on Exhibits "B" and "C" attached hereto and made a part hereof,  
21 conferring upon County the right to enter upon and use a portion of the Property (the "License  
22 Area") for the purpose of facilitating and accomplishing the construction of the Clinton Street  
23 Road Widening Project ("Project").

24 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency  
25 of which are hereby acknowledged, the Parties hereby agree as follows:

Article I. Agreement

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

2. Indemnification.

A. Grantor shall Indemnify and hold harmless the County, its Agencies,  
Districts, Special Districts and Departments, their respective directors, officers, Board of  
Supervisors, elected and appointed officials, employees, agents and representatives from any  
liability resulting from the acts or omissions of Grantor, its officers, employees, contractors,  
agents or representatives ("Grantor Parties") arising out of or in any way related to the use or  
responsibilities in connection therewith of the Property or this Agreement, included but not

1 limited to property damages, bodily injury, or death or any other element of any kind or nature  
2 whatsoever. Grantor shall defend, at its sole expense, all costs and fees including, but not  
3 limited to attorney fees, cost of investigation, defense and settlement or awards, the County,  
4 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,  
5 Board of Supervisors, elected and appointed officials, employees, agents and representatives  
6 in any claim or action based upon such sole negligence.

7 B. County Shall: Indemnify, defend and hold Grantor, and its Governing  
8 Board, agents, contractors, employees, principals, and officers ("Grantor Parties") harmless  
9 from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and  
10 expenses, including reasonable attorney's fees and costs, resulting from County's activities on  
11 Grantor's Property for any purpose, including, but not limited to, construction of the Project,  
12 except as to those liabilities attributable to the acts or omissions or willful misconduct of  
13 Grantor, or the Grantor Parties. County shall defend, at its sole expense, all costs and fees  
14 including, but not limited to attorney fees, cost of investigation, defense and settlement or  
15 awards, the Grantor and Grantor Parties in any claim or action based upon such County  
16 activities on the Property. County shall not allow any mechanic's lien to be recorded against  
17 Grantor's Property. In the event such a lien is recorded against Grantor's Property, County  
18 shall take all actions reasonably necessary to promptly obtain a release of the lien.

19 3. County shall:

20 A. Compensate Grantor Six Thousand Six Hundred Ten Dollars  
21 (\$6,610.00) for the License (as defined below) conferred hereunder in accordance with the  
22 terms hereof. This amount represents the total costs incurred in connection with granting the  
23 License to County.

24 B. Install a retaining wall with forty-two (42) inch ornamental tubular  
25 handrail, concrete wheel stops, and provide slope paving two (2) feet between the curb and  
new back of sidewalk at County's sole cost as shown on Exhibit "D" attached hereto and made  
a part hereof.

C. Install and replace the lawn area and irrigation system as shown on  
Exhibit "E," attached hereto and made a part hereof.

D. Relocate monument sign lights shown on Exhibit "F," attached hereto  
and made a part hereof.

E. Plant eight (8) twenty-four (24) inch box Acacia Aneura Mulga or Pinus  
Eldarica trees on the Property with irrigation for each (location to be determined by Grantor) at  
County's sole cost. Grantor shall notify County of the location for the planting of the trees by  
July 1, 2010.

F. Insurance. Throughout the term of this Agreement, County and its  
contractors, subcontractors, consultants or any other person permitted onto the Property on  
behalf of County ("County Parties"), shall obtain and maintain the following insurance:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

(1) Commercial General Liability and Property Damage. County agrees that County Parties shall maintain in full force and effect throughout the term of this Agreement a policy or policies of commercial general liability and property damage insurance, insuring against all personal injury, property damage, or other loss or liability caused by the County's use of the Property under this Agreement. Such insurance shall be in amounts not less than One Million Dollars (\$1,000,000) for any one occurrence (covering personal injury, bodily injury, liability, death and property damage) and not less than Two Million Dollars (\$2,000,000) in the aggregate for any one policy year.

(2) Automobile Insurance. County agrees that County Parties shall maintain in full force and effect with regard to any vehicles which the County Parties bring onto the Property a suitable policy or policies of automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000). Said automobile insurance shall cover all owned, non-owned, and hired vehicles used by County Parties in the construction of the Project.

(3) Workers' Compensation Insurance. County Parties shall maintain statutory workers' compensation insurance to meet all applicable requirements of the laws of California, and employment practices liability insurance in limits of not less than One Million Dollars (\$1,000,000) for any one occurrence (covering all of County Parties' personnel).

(4) Notice; Additional Insureds. All insurance required under this Agreement shall be issued as a primary policy and waive all rights of subrogation, and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy, and any insurance carried by Grantor shall be excess and non-contributory. Grantor, its board members, officers, agents, employees and consultants shall be designated as additional named insureds.

(5) Certificate of Insurance. Concurrently with the execution of this Agreement and prior to entering onto the Property, County will provide Grantor with a certificate(s) verifying such insurance and the terms described herein.

4. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to County, its employees, agents, contractors, and consultants:

A. A non-exclusive license to enter ("ROE") upon the Property at reasonable times for the duration of the term for the limited purpose of performing the Work under the following conditions:

(1) Except in an emergency, County shall provide Grantor with written notice at least twenty-four (24) hours prior to entry upon the Property. Grantor shall ensure that gates or locks upon the Property will be open for the County's entry.

1 (2) County will permit only licensed and responsible contractors,  
2 consultants or other responsible individuals to enter upon the Property.

3 (3) Upon completion of the Work, and notwithstanding the Project  
4 improvements, County shall promptly restore the Property to substantially the condition  
5 it was in prior to commencing the Work including the repair or replacement of any and  
6 all damage to the Property caused by County, reasonable wear and tear excepted.

7 (4) County agrees to promptly pay before delinquency for any and all labor  
8 and materials expended or used in connection with the Work.

9 B. A non-exclusive temporary construction license ("License") upon, over  
10 and across the License Area for the purposes as provided within this Agreement and to  
11 provide ingress and egress to and from Clinton Street and the Property. The ROE and  
12 License granted herein shall terminate upon termination or expiration of this Agreement  
13 pursuant to Section 1 of Article II of this Agreement.

#### 14 Article II. Miscellaneous

15 1. The term of this Agreement shall commence on the date this Agreement is  
16 executed by all Parties hereto ("Effective Date"). This Agreement shall terminate four (4)  
17 months after the date that Grantor receives a thirty (30) day written notice of commencement  
18 of the Project and Work from the County in accordance with the notice provisions hereunder,  
19 or up to completion of said Project, whichever shall be later, but in no event later than six (6)  
20 months after commencement of the Project and Work. The term may be extended by mutual  
21 agreement of the Parties.

22 2. Prior to any entry upon the Property for any of the purposes hereinabove set  
23 forth, County shall notify the authorities in charge named below by written and/or oral notice at  
24 least twenty-four (24) hours prior to commencement of entry and Work. County shall also  
25 notify authorities in charge at least twenty-four (24) hours prior to cessation of Work.

Name: Steve Ricci  
Project Manager  
Desert Sands Unified School District  
Address: 47950 Dune Palms Road  
La Quinta, California 92253  
Phone: (760) 777-4200

26 3. Any notice, payment or instrument, or other documents required or permitted to  
27 be given or delivered may be given or delivered by personal delivery or by depositing the  
28 same in any United States mail depository, first class postage prepaid, and addressed as  
29 follows:

If to Grantor: Desert Sands Unified School District  
47950 Dune Palms Road  
La Quinta, California 92253-4400

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

If to County: County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501  
Attention: Lorie G. Houghlan  
Real Property Agent  
Phone Number (951) 955-9276  
Fax: (951) 955-4837  
E-mail address: [loughlan@rivcoeda.org](mailto:loughlan@rivcoeda.org)

Or such other person or address as either party may direct in writing to the other, provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

4. County shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to County's actions upon the Property. County agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against the Property.

5. County shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, County, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance, including compliance with Title 24 of the California Code of Regulations and design approval by the Division of the State Architect where necessary, for any activities County desires to conduct or have conducted pursuant to this Agreement.

6. Grantor and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify County's compliance with the terms and conditions of this Agreement.

7. Reasonable access to the Property and the License Area shall be maintained by the County at all times during the term of this Agreement.

8. The Work will commence when students will not be present on the Property such that the County employees, agents, contractors and subcontractors will have limited to no contact with pupils. County shall comply with Education Code section 45125.2 with respect to all of County's employees, agents, contractors and subcontractors who enter onto the Property for any reason, at any time.

9. It is expressly understood that this Agreement is not exclusive and does not in



1 any way whatsoever grant or convey any permanent easement, lease, fee or other real  
2 property interest in the Property to County.

3 10. County shall protect the Property, including all improvements and the natural  
4 resources thereon, at all times at County sole cost and expense, and County shall strictly  
5 adhere to the following restrictions:

6 A. County may not place or dump garbage, trash or refuse anywhere upon  
7 or within the Property, except for self-contained trash receptacles that are maintained to  
8 Grantor's satisfaction by County;

9 B. County may not commit or create, or suffer to be committed or created,  
10 any waste, hazardous condition and/or nuisance to occur upon the Property;

11 C. County may not cut, prune or remove any native trees or brush upon the  
12 Property, unless mutually agreed by the Parties;

13 D. County must exercise due diligence in the protection of the Property  
14 against damage or destruction by fire, vandalism or other cause.

15 Upon the termination or revocation of this Agreement but before its relinquishment to  
16 Grantor, County shall, at its own cost and expense, remove any debris generated by its use  
17 and Property shall be left in a neat condition. County agrees not to damage Property in the  
18 process of performing the permitted activities.

19 11. County shall, or cause its contractors or subcontractors to take any and all  
20 other necessary and reasonable steps to protect the public from harm due to the Work.

21 12. This Agreement is the result of negotiations between the Parties hereto. The  
22 Parties further declare and represent that no inducement, promise or agreement not herein  
23 expressed has been made to them and this Agreement contains the entire agreement of the  
24 Parties, and that the terms of this Agreement are contractual and not a mere recital. Any  
25 ambiguity in the Agreement or any of its provisions shall not be interpreted against the Party  
drafting the Agreement.

13 The titles and headings of Sections and Paragraphs of this Agreement, as  
14 herein set forth, have been inserted for the sake of convenience only, and are not to be taken,  
15 deemed or construed to be any part of the terms, covenants or conditions of this Agreement,  
16 or to control, limit or modify any of the terms, covenants or conditions hereof.

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

21 15. This Agreement shall not, nor shall any interest herein be assigned,  
22 mortgaged, hypothecated, or transferred by County, whether voluntary or involuntary or by

1 operation of law, nor shall County let or sublet or grant any license of permit with respect to the  
2 use and occupancy of the Property or any portion thereof.

3 16. This Agreement and the provisions contained herein shall be binding upon and  
4 inure to the benefit of Grantor, County, and their respective heirs, executors, administrators,  
5 personal representatives, successors and assigns.

6 17. If any term, covenant, condition or provision of this Agreement is held by a court  
7 of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the  
8 provisions herein shall remain in full force and effect and shall in no way affect, impair or  
9 invalidate any other terms, covenant, condition or provision contained in the Agreement.

10 18. Each of the Parties hereto shall execute and deliver any and all additional  
11 papers, documents or other assurances and shall do any and all acts and things reasonably  
12 necessary in connection with the performance of their obligations hereunder and to carry out  
13 the intent of the Parties hereto.

14 19. Grantor, its assigns and successors in interest shall be bound by all the terms  
15 and conditions contained in this Agreement, and all the parties thereto shall be jointly and  
16 severally liable thereunder.

17 20. Time is of the essence of this Agreement. Failure to comply with any  
18 requirement, including but not limited to any time requirement, of this Agreement shall  
19 constitute a material breach of this Agreement.

20 21. Subject to any other provision stated herein, in any action or proceeding  
21 between the Parties hereto seeking interpretation or enforcement of any of the terms and  
22 provision of this Agreement or in connection with the License Area, each Party shall bear its  
23 own attorney's fees and other expenses in connection with such action or proceeding.

24 22. This Agreement will be governed and construed by the laws of the State of  
25 California.

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

28 [SIGNATURES ON NEXT PAGE]

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the  
2 date as indicated below each Party's signature.

3 Dated this 17th day of June, 2010

4 **GRANTOR:**

5 DESERT SANDS UNIFIED SCHOOL DISTRICT,  
6 a Public Body, Corporate and Politic

7 By: *Cindy McDaniel*  
8 Cindy McDaniel  
9 Its: Assistant Superintendent  
Business Services

10 **COUNTY:**

11 COUNTY OF RIVERSIDE, a Political Subdivision  
12 of the State of California

13 By: \_\_\_\_\_  
14 Marion Ashley, Chairman  
15 Board of Supervisors

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 Synthia M. Gunzel  
24 Deputy County Counsel

25  
LGH:ra  
060810  
243TR  
12.990

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the  
2 date as indicated below each Party's signature.

3  
4 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

5 **GRANTOR:**

6 DESERT SANDS UNIFIED SCHOOL DISTRICT,  
7 a Public Body, Corporate and Politic

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

9 Its: \_\_\_\_\_

10 **COUNTY:**

11 COUNTY OF RIVERSIDE, a Political Subdivision  
12 of the State of California

13 By: Marion Ashley  
14 Marion Ashley, Chairman  
15 Board of Supervisors

14 **ATTEST:**

15 Kecia Harper-Ihem  
16 Clerk of the Board

17 By: [Signature]  
18 Deputy

19 **APPROVED AS TO FORM:**

20 Pamela J. Walls  
21 County Counsel

22 By: Synthia M. Gunzel  
23 Cynthia M. Gunzel  
24 Deputy County Counsel

25  
LGH:ra  
060810  
243TR  
12.990

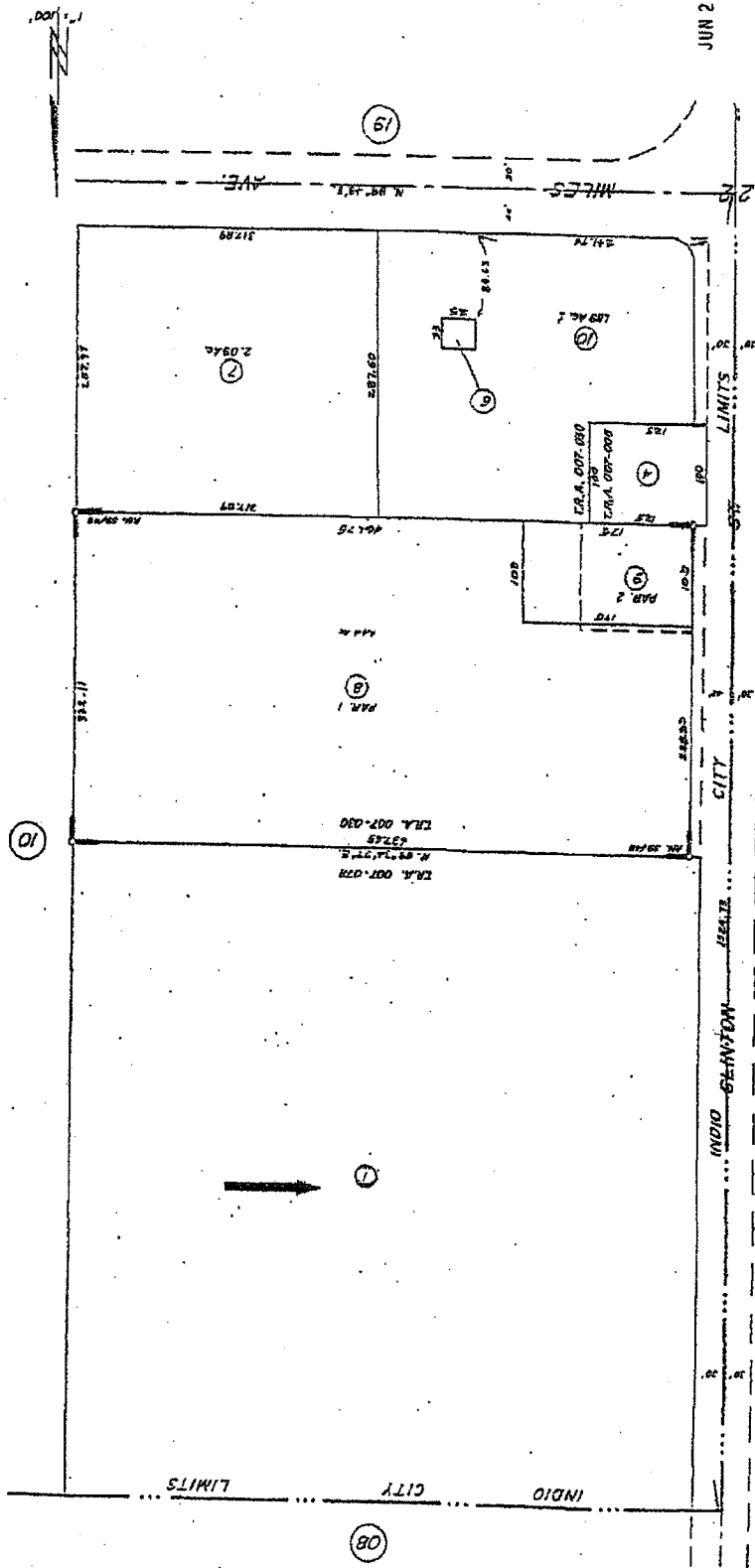
# EXHIBIT "A"

JUN 23 1995

613-51  
T.R.A. 002-008  
007-030  
007-078  
**608-09**

POR. NE 1/4 SEC. 22 T.5S. R.7E.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



PARCEL NO.	ACRES	VAL.	EXEMPT.	TAXES
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

RM. 59/48-49 Parcel No. 13/60

ASSessor's MAP BK. 608 PG. 08  
RIVERSIDE COUNTY, CALIF.

DATE: 6/23/95  
BY: J.A.K.

MAY 1989 J.A.K.

# EXHIBIT "B"

## LEGAL DESCRIPTION

### CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. 0389-55A

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of a Grant Deed recorded May 8, 1998 as Instrument No. 183256, Official Records, County of Riverside, (located in the northwest quarter of the southwest quarter of the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian) more particularly described as follows:

**COMMENCING** at the intersection of the centerline of Clinton Street and the westerly prolongation of the southerly line of said deed, as shown on Parcel Map No. 13180, shown on a map thereof filed in Book 59, Pages 48 and 49 of Parcel Maps, in the Office of the County Recorder of said Riverside County;

thence along said westerly prolongation and said southerly line, North 89°34'37" East 58.86 feet to the **TRUE POINT OF BEGINNING**, said point being on the easterly line of that certain "Public Road and Utility Easement" rec. 06/19/2009 as Instrument No. 2009 - 0313433 ;

thence generally along the easterly line of said "Public Road and Utility Easement" through the following courses North 44°29'22" East 11.44 feet;

thence North 00°02'07" West 38.93 feet;

thence North 43°04'01" West 8.00 feet;

thence North 66°43'40" West 12.82 feet, to a point on a line parallel with and 50.00 feet easterly of said centerline of Clinton street;

thence along said parallel line North 00°23'20" West 139.81 feet;

thence leaving said parallel line North 44°21'35" East 23.90 feet;

thence North 00°06'12" West 29.37 feet;

thence North 45°20'35" West 7.03 feet to a point on a line parallel with and 62.00 feet easterly of said centerline of Clinton street;

thence along said parallel line North 00°23'20" West 226.72 feet;

**EXHIBIT "B"**  
**CLINTON STREET**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**PARCEL NO. 0389-55A**

thence leaving said parallel line North 68°28'18" East 7.46 feet;

thence North 47°19'55" East 8.00 feet to a point on a line parallel with and 74.88 feet easterly of said centerline of Clinton street;

thence along said parallel line North 00°23'20" West 58.90 feet;

thence leaving said parallel line South 89°36'41" West 8.99 feet;

thence North 46°19'15" West 23.61 feet to a point on a non-tangent curve concave westerly and having a radius of 1839.00 feet, a radial line of said curve from said point bears South 87°39'22" West;

thence along said curve southerly 51.77 feet through a central angle of 01°36'47", a radial line of said curve from said point bears South 86°02'35" West;

thence non-tangent from said curve North 42°00'19" East 24.44 feet;

thence North 02°01'56" West 18.02 feet;

thence South 87°58'04" West 3.08 feet;

thence North 02°01'56" West 10.13 feet;

thence North 01°18'16" West 5.58 feet to a point on the northerly line of said deed;

thence leaving the easterly line of said "Public Road and Utility Easement" and along said northerly line, North 89°26'16" East 20.36 feet;

thence leaving said northerly line South 00°52'24" East 31.77 feet;

thence South 42°18'35" West 33.65 feet to a point on a non-tangent curve concave westerly and having a radius of 2212.81 feet, a radial line of said curve from said point bears South 86°18'59" West;

thence along said curve southerly 41.71 feet through a central angle of 01°04'48", a radial line of said curve from said point bears South 87°23'47" West;

thence non-tangent from said curve South 46°26'46" East 35.07 feet to a point on a line parallel with and 84.00 feet easterly of said centerline Clinton street;

**EXHIBIT "B"**  
**CLINTON STREET**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**PARCEL NO. 0389-55A**

thence along said parallel line, South 00°23'20" East 75.94 feet;

thence leaving said parallel line, South 32°18'27" West 22.21 feet, to a point on a line parallel with and 72.00 feet easterly of said centerline Clinton street;

thence along said parallel line, South 00°23'20" East 232.77 feet;

thence leaving said parallel line, South 44°13'08" West 18.21 feet;

thence South 00°22'47" East 140.34 feet;

thence South 66°43'40" East 26.14 feet;


thence South 00°00'59" East 49.03 feet to the Southerly line of said deed;

thence along said southerly line South 89°34'37" West 23.95 feet, to the southwest corner of said deed, and the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 7,384 Square Feet, more or less.

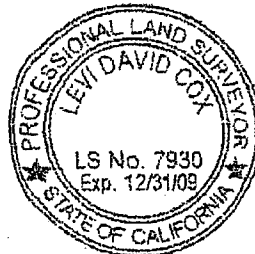
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by  
me or under my direction.

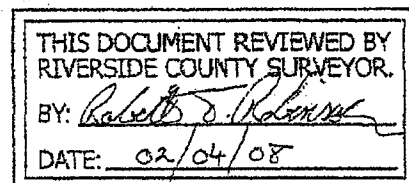


Levi David Cox, P.L.S. 7930  
My license expires 12/31/09.

Date: 3-4-2008



RBF CONSULTING  
74-130 Country Club Drive, Suite 201  
Palm Desert, CA 92260  
Prepared: February 6, 2008

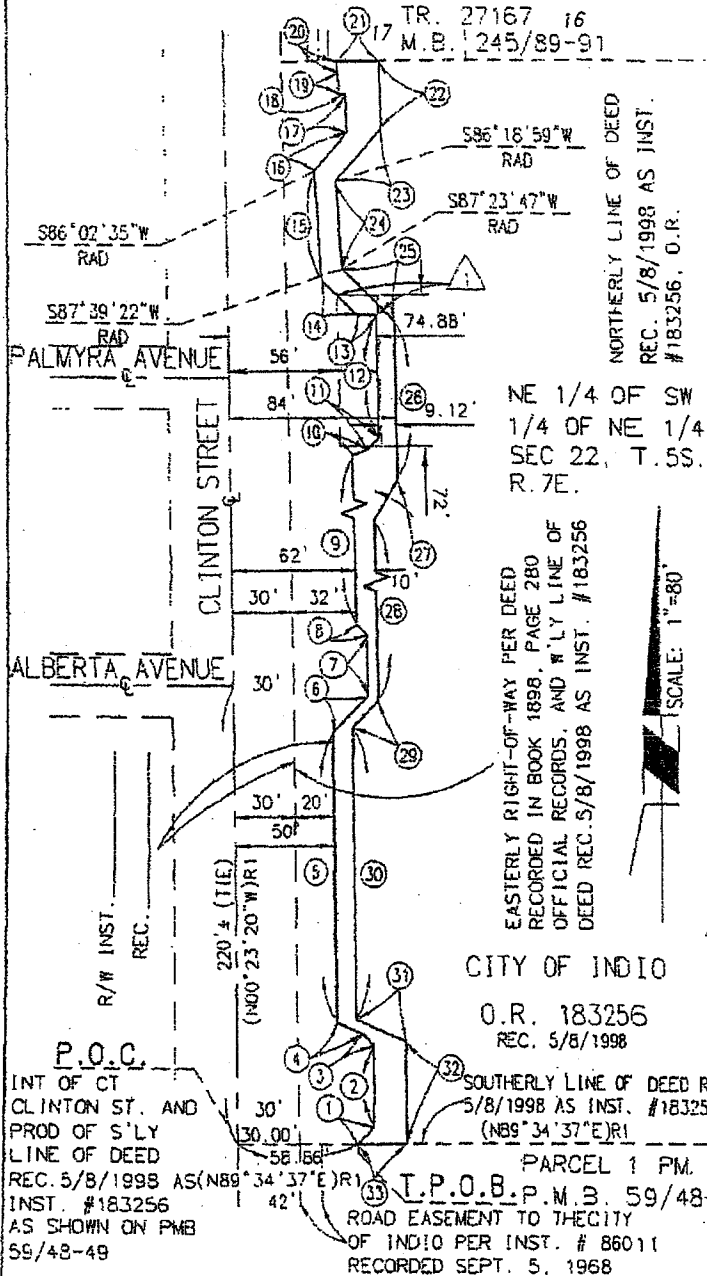




# EXHIBIT "C"

INDICATES T.O.C.  
EASEMENT: 7,384.00 +/- S.F

## FLAT TEMPORARY CONSTRUCTION EASEMENT



DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N44°29'22"E	--	11.44'
2	N00°02'07"W	--	38.93'
3	N43°04'01"W	--	8.00'
4	N66°43'40"W	--	12.82'
5	N00°23'20"W	--	139.81'
6	N44°21'36"E	--	23.90'
7	N00°06'12"W	--	29.37'
8	N45°20'35"W	--	7.03'
9	N00°23'20"W	--	226.72'
10	N68°28'18"E	--	7.46'
11	N47°19'55"E	--	8.00'
12	N00°23'20"W	--	58.90'
13	S89°36'41"W	--	8.99'
14	N46°19'15"W	--	23.61'
15	01°36'47"	1839.00'	51.77'
16	N42°00'19"E	--	24.44'
17	N02°01'56"W	--	18.02'
18	S87°58'04"W	--	3.08'
19	N02°01'58"W	--	10.13'
20	N01°18'16"W	--	5.58'
21	(N89°26'16"E)R1	--	20.36'
22	S00°52'24"E	--	31.77'
23	S42°18'35"W	--	33.65'
24	01°04'48"	2212.81'	41.71'
25	S46°26'46"E	--	35.07'
26	S00°23'20"E	--	75.94'
27	S32°18'27"W	--	22.21'
28	S00°23'20"E	--	232.77'
29	S44°13'08"W	--	18.21'
30	S00°22'47"E	--	140.34'
31	S66°43'40"E	--	26.14'
32	S00°00'59"E	--	49.03'
33	(S89°34'37"W)R1	--	23.95'

NE 1/4 OF SW  
1/4 OF NE 1/4  
SEC 22, T. 5S.  
R. 7E.

EASTERLY RIGHT-OF-WAY PER DEED  
RECORDED IN BOOK 1899, PAGE 280  
OFFICIAL RECORDS. AND W.L.Y LINE OF  
DEED REC. S/B/1998 AS INST. # 183256

R1 - DENOTES RECORD DATA PER PM. 13180,  
P.M.B. 59/48-49

INDICATES 72' WIDE EASEMENT TO THE CITY  
OF INDIO RECORDED AUGUST 21, 2002 AS  
INST. NO. 462732 OFFICIAL RECORDS FOR  
INSTALLATION AND MAINTENANCE OF TRAFFIC  
SIGNAL

CITY OF INDIO  
O.R. 183256  
REC. 5/8/1998

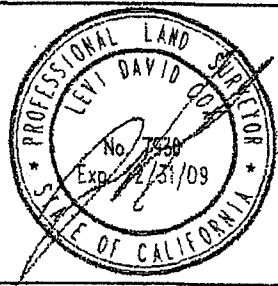
THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.  
BY: *Robert J. Robinson*  
DATE: 02/04/08

P.O.C.  
INT OF CT  
CLINTON ST. AND  
PROD OF S'LY  
LINE OF DEED  
REC. 5/8/1998 AS (N89°34'37"E)R1  
INST. #183256  
AS SHOWN ON PMB  
59/48-49

SOUTHERLY LINE OF DEED REC.  
5/8/1998 AS INST. #183256, O.R.  
(N89°34'37"E)R1  
PARCEL 1 PM. 13180  
T.P.O.B. P.M.B. 59/48-49  
ROAD EASEMENT TO THE CITY  
OF INDIO PER INST. # 86011  
RECORDED SEPT. 5, 1968

NORTHEAST QUARTER OF SECTION 22  
TOWNSHIP 5 SOUTH, RANGE 7 EAST,  
SAN BERNARDINO MERIDIAN  
PARCEL NO. 0389-55A

PLAT TO ACCOMPANY A LEGAL  
DESCRIPTION FOR MILES AVENUE  
TEMPORARY CONSTRUCTION EASEMENT

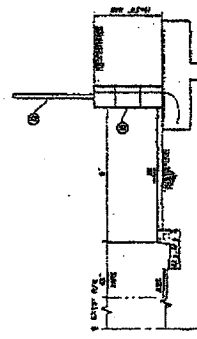
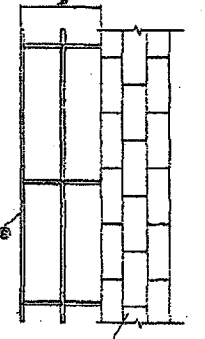


SHEET 1 OF 1 SHEET

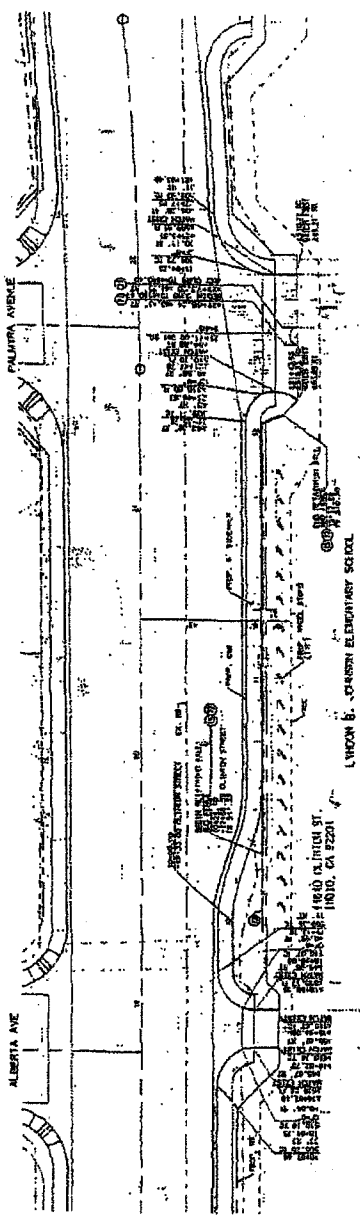
**RBF**  
PLANNING & DESIGN & CONSTRUCTION  
CONSULTING  
74-100 COUNTRY CLUB DRIVE SUITE 201  
PALM DESERT, CALIFORNIA 92260-1855  
760.346.7481 • FAX 760.346.8035 • www.RBF.com  
DATE: FEBRUARY 6, 2008 JN: 20-100220-55A

# EXHIBIT "D"

**CONSTRUCTION NOTES**  
 1. SEE PLAN FOR EXISTING AND PROPOSED LAYOUT  
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CANADIAN B.C. BUILDING CODE AND ALL APPLICABLE BY-LAWS  
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE



**TYPICAL SECTION**  
 FOUNDATION WALL  
 AS SHOWN ON PAGES 1 & 2

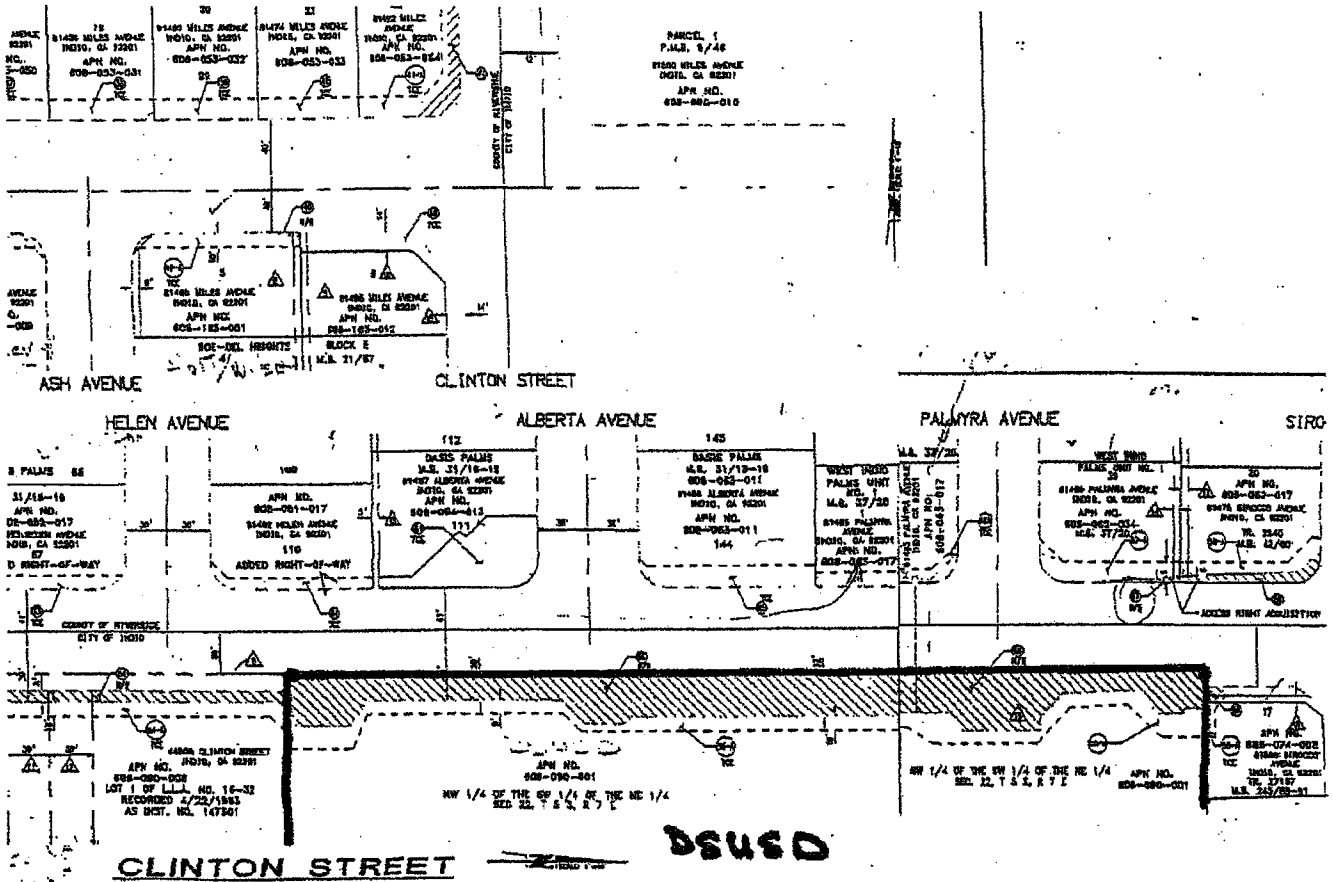


**CLINTON STREET**

<b>CLINTON STREET</b> <b>LUDLOW B. GARDNER ELEMENTARY SCHOOL</b> <b>PROPOSED IMPROVEMENTS</b>	
PREPARED BY: GREG A. WACH PROFESSIONAL ENGINEER	DATE:
CHECKED BY:	DATE:
APPROVED BY:	DATE:



# EXHIBIT "E"



APN	DESCRIPTION
808-053-031	8140 VILLES AVENUE
808-053-032	8140 VILLES AVENUE
808-053-033	8170 VILLES AVENUE
808-053-034	8190 VILLES AVENUE
808-182-001	8140 VILLES AVENUE
808-182-012	8140 VILLES AVENUE
808-090-011	8140 ALBERTA AVENUE
808-090-011	8140 ALBERTA AVENUE
808-074-002	8140 PALMYRA AVENUE
808-090-017	8140 PALMYRA AVENUE
808-090-021	8140 PALMYRA AVENUE
808-020-002	4140 CLAYTON STREET
808-071-018	4800 VILLES AVENUE
808-071-018	4800 VILLES AVENUE
808-071-017	4800 VILLES AVENUE

**LEGEND**

- SOLID LINE: PROPOSED CENTERLINE
- DASHED LINE: EXISTING CENTERLINE
- DOTTED LINE: EXISTING CURB OF WAY
- DASHED-DOTTED LINE: PROPOSED CURB OF WAY
- SOLID LINE: PROPERTY LINE
- DOTTED LINE: SLOPE CEMENT
- SOLID LINE: SEPARATE EASEMENT
- BOUNDARY LINE: CITY OF INVERSBURG
- BOUNDARY LINE: CITY OF MOHAWA
- HATCHED: REQUIRED RIGHT-OF-WAY
- SHADY: REQUIRED SEPARATE EASEMENT
- DIAGONAL HATCH: REQUIRED SLOPE CEMENT

**NOTES:**

- SEE SHEET 1 FOR CAMPAINE NOTES
- INDICATES EASEMENT PROVIDED IN TITLE REPORT
- ALL OTHER EASEMENTS PROVIDED BY FIRST RECORDED TITLE
- REMARKS: RIGHTS

**RBF** CONSULTING ENGINEERS & ARCHITECTS

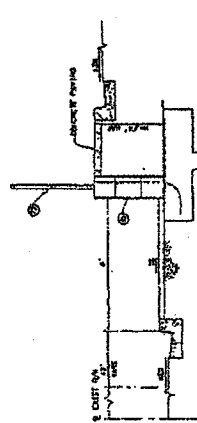
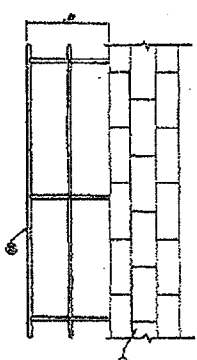
1420 INDUSTRIAL CENTER DRIVE, SUITE 100  
 INGLEWOOD, CALIFORNIA 90740-1000  
 PH (310) 534-8100

COUNTY OF INVERSBURG AND CITY OF MOHAWA  
**MILES AVENUE AND CLINTON STR  
 RIGHT-OF-WAY  
 REQUIREMENT MAP**

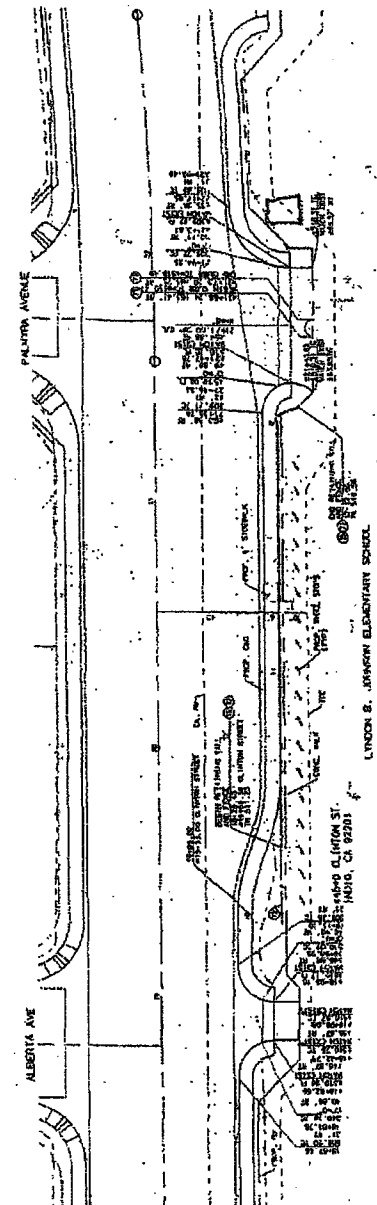
13 811 NO. 1013-013 414 CLAYTON STREET MOHAWA, CA 92091	14 APN NO. 808-071-014 4410 CLAYTON STREET MOHAWA, CA 92091	15 APN NO. 808-071-015 4410 CLAYTON STREET MOHAWA, CA 92091	16 APN NO. 808-071-016 4400 CLAYTON STREET MOHAWA, CA 92091	17 APN NO. 808-071-017 4800 VILLES AVENUE MOHAWA, CA 92091
--	--	--	--	---

# EXHIBIT "F"

- CONSTRUCTION NOTES**
- 1. SEE PLAN FOR EXISTING AND PROPOSED CURBS.
  - 2. SEE PLAN FOR EXISTING AND PROPOSED SIDEWALKS.
  - 3. SEE PLAN FOR EXISTING AND PROPOSED DRIVEWAYS.
  - 4. SEE PLAN FOR EXISTING AND PROPOSED DRIVEWAYS.



**TYPICAL SECTION**  
 CURB  
 AND  
 SIDEWALK



**CLINTON STREET**

<p>CLINTON STREET          COUNTY OF ILLINOIS          LIBBY ELEMENTARY SCHOOL          PROPOSED IMPROVEMENTS</p>	
<p>PROJECT NO. 100-100000-0000</p>	<p>DATE: 10/1/00</p>
<p>DESIGNED BY: [Name]</p>	<p>CHECKED BY: [Name]</p>
<p>DRAWN BY: [Name]</p>	<p>SCALE: 1" = 40'</p>
<p>PROJECT LOCATION: [Address]</p>	<p>PROJECT NO. 100-100000-0000</p>
<p>CLIENT: [Name]</p>	<p>DATE: 10/1/00</p>
<p>PROJECT NO. 100-100000-0000</p>	<p>DATE: 10/1/00</p>

