

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

623A



FROM: Economic Development Agency / Facilities Management and Transportation Department

SUBMITTAL DATE:

April 19, 2012

SUBJECT: Temporary Construction Easement Agreement for the Magnolia Avenue Grade Separation Project - Home Gardens


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Easement Agreement for Parcel 0784-011A within a portion of Assessor's Parcel Number 135-220-035;
2. Authorize the Chairman of the Board to execute this agreement 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

(Continued)



Juan C. Perez, Director
Transportation Department

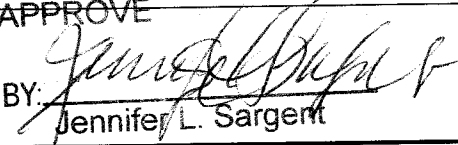


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 20,100	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

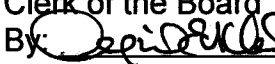
SOURCE OF FUNDS: Proposition 1B	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: 
Jennifer L. Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: May 1, 2012
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

APR 19 2012 5:30



Prev. Agn. Ref.:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 1/1

Agenda Number:

3.17

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:  SAMUEL WONG
 DATE: 4/17/12
 Departmental Concurrence
 SYNTHIA M. GUNZEL
 DATE: 5/1/12
 FORM APPROVED COUNTY COUNSEL
 BY:  CYNTHIA M. GUNZEL

Policy Policy
 Consent Consent
 Dept't Recomm.: Per Exec. Ofc.:

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

3
4 Magnolia Bird Farm, a California corporation
5 (Grantor)

6
7 PROJECT: Magnolia Avenue Grade Separation
8 PARCEL: 0784-011A
9 APN: 135-220-035 (Portion)

10
11 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

12 This Temporary Construction Easement Agreement (Agreement) is made by
13 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
14 California, (County) and Magnolia Bird Farm, a California corporation (Grantor). County
15 and Grantor are sometimes collectively referred to as "Parties".

16 1. The right is hereby granted to County to enter upon and use the land of
17 Grantor in the County of Riverside, State of California, described as portion of
18 Assessor's Parcel Number 135-220-035, highlighted on Attachment "1", attached
19 hereto (Property), and made a part hereof, for all purposes necessary to facilitate and
20 accomplish the construction of Magnolia Avenue Grade Separation Project.

21 2. The temporary construction easement, used during construction of the
22 Project, referenced as Parcel No. 0784-011A consisting of approximately .057 acres or
23 2,479 square feet as designated on Attachment "2", attached hereto, and made a part
24 hereof (TCE Area).

25 3. A thirty (30) day written notice shall be given to Grantor prior to using the
26 rights herein granted. The rights herein granted may be exercised for 24 months from
27 the thirty (30) day written notice.

28 4. It is understood that the County may enter upon the TCE Area where

1 appropriate or designated for the purpose of getting equipment to and from the TCE
2 Area. County agrees not to damage the TCE Area in the process of performing such
3 activities.

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

7 6. Grantor shall be held harmless from all claims of third persons arising
8 from the use by County of TCE Area.

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

12 8. This Agreement is the result of negotiations between the parties hereto.
13 This Agreement is intended by the parties as a final expression of their understanding
14 with respect to the matters herein and is a complete and exclusive statement of the
15 terms and conditions thereof. No provision contained herein shall be construed against
16 the County solely because it provided or prepared this Agreement in its executed form.

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

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

21 11. Grantor, their assigns and successors in interest, shall be bound by all
22 the terms and conditions contained in this Agreement, and all the parties thereto shall
23 be jointly and severally liable thereunder.

24 12. County shall pay to the order of Grantor the sum of Three Thousand Two
25 Hundred Dollars (\$3,200) for the right to enter upon and use the TCE Area in
26 accordance with the terms hereof.

27 13. Any action at law or in equity brought by either of the Parties hereto for
28 the purpose of enforcing a right or rights providing for by this Agreement shall be tried

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

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

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8
9
10 (SIGNATURES ON NEXT PAGE)
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1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3
4 Dated: 2-29-12

5 GRANTOR:

6
7 **MAGNOLIA BIRD FARM, A**
8 **CALIFORNIA CORPORATION**

9 By: Frank D. Miser
10 Its: PRESIDENT

11
12 COUNTY OF RIVERSIDE, a political
13 subdivision of the State of California

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

17 By: John F. Tavaglione
18 John F. Tavaglione, Chairman
19 Board of Supervisors

20 By: Moraine Canova
21 Deputy

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

25 By: Synthia M. Gunzel
26 Synthia M. Gunzel
27 Deputy County Counsel

28 CO:s\020712\291TR\14.615 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.615.doc

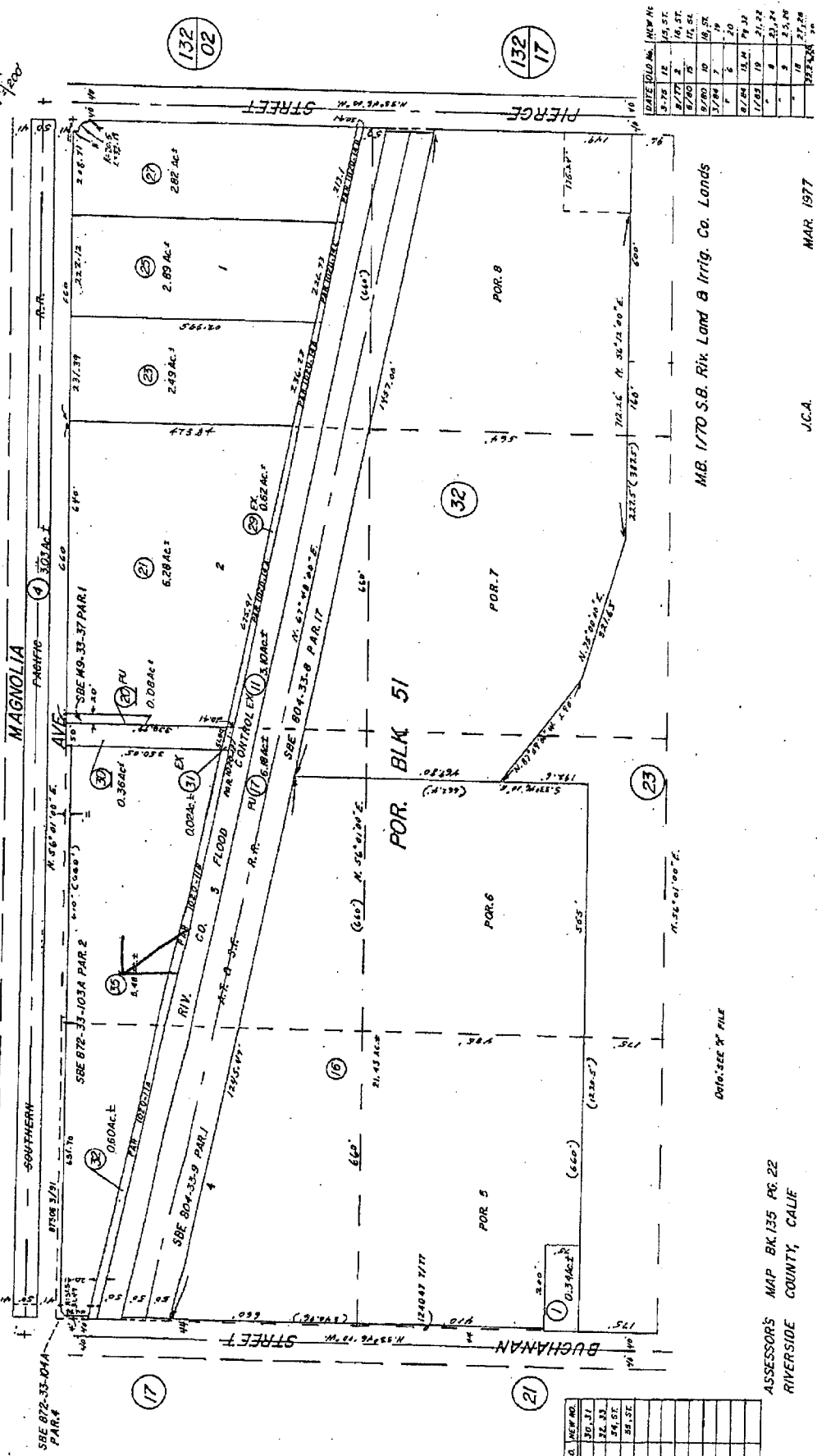
ATTACHMENT "1"
Assessor's Plat Map

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

POR. CITY OF RIVERSIDE
POR. RIVERSIDE LAND & IRRIG. CO. LANDS
T.3S., R.6W.

6-49
T.R.A. 009-023
135-22

142
18



132
02

132
17

DATE	BLK. NO.	NEW AC.
3/78	12	14.51
4/78	3	14.51
6/78	7	14.51
8/78	10	14.51
1/79	1	14.51
3/79	2	14.51
5/79	4	14.51
7/79	5	14.51
9/79	6	14.51
11/79	8	14.51
1/80	9	14.51
3/80	11	14.51
5/80	13	14.51
7/80	14	14.51
9/80	15	14.51
11/80	16	14.51
1/81	17	14.51
3/81	18	14.51
5/81	19	14.51
7/81	20	14.51
9/81	21	14.51
11/81	22	14.51
1/82	23	14.51
3/82	24	14.51
5/82	25	14.51
7/82	26	14.51
9/82	27	14.51
11/82	28	14.51
1/83	29	14.51
3/83	30	14.51
5/83	31	14.51
7/83	32	14.51
9/83	33	14.51
11/83	34	14.51
1/84	35	14.51
3/84	36	14.51
5/84	37	14.51
7/84	38	14.51
9/84	39	14.51
11/84	40	14.51

MB. 170 S.B. Riv. Land & Irrig. Co. Lands

J.C.A. MAR 1977

ASSESSOR'S MAP BK. 135 PG. 22
RIVERSIDE COUNTY, CALIF

DATE	BLK. NO.	NEW AC.
3/78	9	30.31
5/78	2	32.32
7/78	25	34.51
9/78	24	35.31
11/78	26	36.31
1/79	27	37.31
3/79	28	38.31
5/79	29	39.31
7/79	30	40.31
9/79	31	41.31
11/79	32	42.31
1/80	33	43.31
3/80	34	44.31
5/80	35	45.31
7/80	36	46.31
9/80	37	47.31
11/80	38	48.31
1/81	39	49.31
3/81	40	50.31
5/81	41	51.31
7/81	42	52.31
9/81	43	53.31
11/81	44	54.31
1/82	45	55.31
3/82	46	56.31
5/82	47	57.31
7/82	48	58.31
9/82	49	59.31
11/82	50	60.31

Description: Riverside, CA Assessor Map 135.22 Page: 1 of 1
Order: 367445b Comment:

ATTACHMENT "2"

Parcel 0784-011A

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-011A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED APRIL 25, 1986, AS INSTRUMENT NUMBER 94493, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 4 IN BLOCK 51, IN BOOK 1, PAGE 72 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (77.00 FOOT SOUTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF BUCHANAN STREET (44.00 FOOT NORTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED MARCH 15, 1991 AS INSTRUMENT NUMBER 087306, SAID OFFICIAL RECORDS OF RIVERSIDE COUNTY:

THENCE S 33°37'59"E ALONG SAID CENTERLINE OF BUCHANAN STREET, A DISTANCE OF 91.47 FEET;

THENCE N 56°22'01" E, A DISTANCE OF 44.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID BUCHANAN STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 31.50 FEET AND AN INITIAL RADIAL BEARING OF N 89°05'10" E, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 57°17'03", AN ARC DISTANCE OF 31.49 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N 56°22'04" E, A DISTANCE OF 173.50 FEET;

THENCE S 33°37'56"E, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 87.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'04" W ALONG SAID PARALLEL LINE, A DISTANCE OF 173.50 FEET;

THENCE S 22°56'33" W, A DISTANCE OF 19.77 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 54.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUCHANAN STREET;

THENCE S 33°37'59"E ALONG SAID PARALLEL LINE, A DISTANCE OF 40.36 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 94493;

THENCE S 67°53'54 W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.21 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF BUCHANAN STREET;

THENCE N 33°37'59" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.74 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,479 SQUARE FEET, OR 0.057 ACRES, MORE OR LESS.

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0784-011A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000027271 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 955-M, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Katburn*
DATE: 1/12/2012

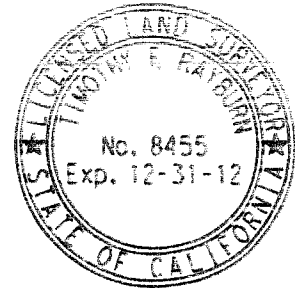


EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

CITY OF RIVERSIDE

N.T.S.

RANCHO EL SOBRANTE
DE SAN JACINTO

EXISTING R/W
RW PER BOOK "R" PG 548,
OF DEEDS, REC. 2/8/1877
SAN BERNARDINO CO.

P.O.C.

MAGNOLIA AVE

**PARCEL
0784-011A**

2,479 SQ.FT.

APN 135-220-035 0.057 AC.

LINE DATA

- ① N 56°22'01" E - 44.00'
- ② S 33°37'56" E - 10.00'
- ③ S 22°56'33" W - 19.77'
- ④ S 33°37'59" E - 40.36'
- ⑤ S 67°53'54" W - 10.21'
- ⑥ N 33°37'59" W - 44.74'

T.P.O.B.
INTR. OF R/W

INST #94493
REC. 4/25/1986

INST. #94493
REC. 4/25/1986
(PCL 1020-11A)

① PCL NO. 5, RW PER BOOK 385
PGS 353-355, OF DEEDS,
REC. 11/22/1913

② RW VACATED PER BOOK 386 PGS
249-250 REC 11/26/1913 &
QUITCLAIM BY GRANT DEED REC.
11/5/1913, BOOK 385 PGS
232-239, OF DEEDS & CON-
DEMNED BY INST # 48580
REC. 3/15/1983

③ RW PER INST. #87306,
REC. 03/15/1991

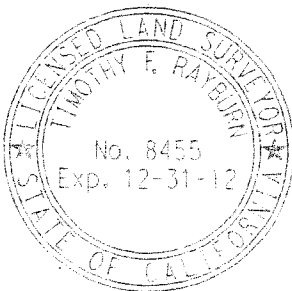
④ 1948 ROAD BOOK R/W PER
RESOLUTION, SUPERVISOR
MINUTES BOOK 40, PAGES
239-240 REC. 5/3/1948

CURVE DATA

△ = 57°17'03"
R = 31.50'
L = 31.49'
T = 17.20'

ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY
MULTIPLYING THE GRID DIST. BY A COMBINATION
FACTOR OF 1.000027271.

SECTION 22
T.3S., R.6W.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0784-011A

PROJECT: MAGNOLIA AVE (GRADE SEPARATION)

PREPARED BY: DGO

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

SCALE: N.T.S.

DATE: JANUARY, 2012

APPROVED BY: *Timothy F. Rayburn*

DATE: 1/12/2012

W.O. NO.: B7-0784

SHEET 1 OF 1 SHEET