

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



766
A

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
August 16, 2012

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Easement Agreement for the Magnolia Avenue Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0784-003A and Temporary Construction Easement Agreement for Parcel 0784-003B all within a portion of Assessor's Parcel Number 135-170-032;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 109,900 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/13 |

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: TUMF (100%)

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer 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, Benoit and Ashley
Nays: None
Absent: Stone
Date: August 28, 2012
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2/2

Agenda Number

3.49

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:
 SAMUEL WONG
 DATE: 8/16/12
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY:
 CYNTHIA M. GUNZEL

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

RECOMMENDED MOTION: (Continued)

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
4. Authorize and allocate the sum of \$81,082 to acquire Parcel 0784-003A and \$8,918 to temporarily acquire Parcel 0784-003B all within a portion of Assessor's Parcel Number 135-170-032 and \$19,900 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to replace the existing Magnolia Avenue/Burlington Northern Santa Fe (BNSF) at-grade railroad crossing in the community of Home Gardens in order to improve safety and traffic operations by eliminating the conflicts of trains passing through the flow of vehicular traffic (Project).

The Project would construct a new four-lane overhead bridge over the existing BNSF tracks, above the entire BNSF right-of-way. The total length of the improvements would extend from approximately 500 feet west of Lincoln Street to approximately 550 feet east of Buchanan Street. The new bridge would be striped for four lanes of traffic on Magnolia Avenue. The length and clearance of the proposed bridge structure would accommodate the existing skewed railroad crossing, as well as the two existing railroad tracks and two additional future tracks (planned separately from this Project), and would also provide space for frontage roads (proposed as part of the project).

The California Environmental Quality Act (CEQA) environmental determination (Statutory Exemption) Public Resources Code 21080.13 was approved on May 11, 2011 by the Riverside County Transportation Department.

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion) Section 6004: 23 CRF 771.117(d)(3) was approved on May 11, 2011 by District 8 Division of Environmental Planning for the California Department of Transportation.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the partial acquisition and temporary rights of a portion of Assessor's Parcel Number 135-170-032 with Yoo Tae Son for the price of \$90,000. There are costs of \$19,900 associated with this transaction.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the right of way acquisition and temporary construction easement of a portion of Assessor's Parcel Number 135-170-032:

| | |
|-------------------------------------|-----------|
| Right of Way Acquisition: | \$ 81,082 |
| Temporary Construction Easement: | \$ 8,918 |
| Estimated Title and Escrow Charges: | \$ 2,500 |
| Preliminary Title Report: | \$ 400 |
| County Appraisal: | \$ 5,000 |
| EDA/FM Real Property Staff Time: | \$ 12,000 |
| Total Estimated Acquisition Costs: | \$109,900 |

EDA/FM has already covered the costs for due diligence (appraisal and preliminary title report) and has been or will be reimbursed by the Transportation Department. 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 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachments:

Right of Way Acquisition Agreement
Temporary Construction Easement Agreement

1 PROJECT: Magnolia Avenue Grade Separation

2 PARCEL: 0784-003A

3 APN: 135-170-032 (Portion)

4
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 ("County"), and Yoo Tae Son, a married man as his sole and separate property
9 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the
12 unincorporated area of Riverside, County of Riverside, State of California, as depicted
13 on the Plat Map identified as Attachment "1", attached hereto and made a part hereof.
14 The real property consisting of .91 acres of land and improved with a car wash and a
15 smog test center and is also known as Assessor's Parcel Number: 135-170-032
16 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desire to
18 purchase a portion for an easement for public road and utility purposes, including
19 drainage purposes, in the Property ("ROW"), for the purpose of constructing the
20 Magnolia Avenue Grade Separation Project ("Project") as follows: an Easement Deed
21 in favor of County referenced as Parcel 0784-003A and described on Attachment "2"
22 attached hereto and made a part hereof; pursuant to the terms and conditions set forth
23 herein; and

24 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
25 Temporary Construction Easement Agreement to grant County the right to temporarily
26 use portions of the Property, as described therein, for the construction of the Project;
27 and

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

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

6 1. County shall:

7 A. Open an escrow ("Escrow") with Lawyers Title Company ("Escrow
8 Holder") upon execution of a fully executed Agreement ("Effective Date").

9 B. Pay to the undersigned Grantor(s) by tendering payment to the
10 Escrow Holder in the amount of Eighty One Thousand Eighty Two Dollars (\$81,082)
11 ("Purchase Price"), which is specifically agreed by the Parties to be the full amount of
12 compensation due and owing to Grantor for the ROW, conveyed by said deed, when
13 title to said ROW vests in County free and clear of all liens, encumbrances, easements,
14 leases (recorded or unrecorded), and taxes except those encumbrances and
15 easements which, in the sole discretion of the County, are acceptable, except:

16 a. Current fiscal year, including personal property tax, if any, and
17 any further assessment thereto under Chapter 3.5 of Revenue
18 and Taxation Code of the State of California.

19 b. Easements or rights of way of record over said land for public
20 or quasi-public utility or public street purposes, if any.

21 c. Any items on the Preliminary Title Report (PTR) not objected to
22 by County in a writing provided to Escrow Holder before the
23 Close of Escrow.

24 d. All other taxes owed whether current or delinquent are to be
25 current.

26 C. At closing or Close of Escrow, have the authority to deduct and
27 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
28 all real property taxes, bonds, and assessments in the following manner:

1 a. All real property taxes shall be prorated, paid, and canceled
2 pursuant to the provisions of Section 5081 et. Seq., of the
3 Revenue and Taxation Code.

4 b. As a deduction from the amount shown in Paragraph 1B,
5 County is authorized to pay any unpaid liens or taxes together
6 with penalties, cost and interest thereon, and any bonds or
7 assessments that are due on the date title is transferred to.

8 c. Pay reasonable escrow, recording, and reconveyance fees
9 incurred in this transaction, and if title insurance is desired by
10 the County, the premium charged therefore. Said escrow and
11 recording charges shall not, include documentary transfer tax.

12 D. Direct Escrow Holder to disburse purchase price minus any and all
13 charges due upon Close of Escrow in accordance with escrow instructions.

14 E. Pay Grantor to replace the items listed in Attachment "3". The
15 amount is included in Paragraph 1B above.

16 F. Not oversee nor bear responsibility for ensuring whether Grantor
17 expends the compensation tendered to Grantor to replace items described in
18 Attachment "3".

19 2. Grantor shall:

20 A. Execute and acknowledge and will deliver to Craig Olsen, Real
21 Property Agent for the County or to the designated escrow company, an Easement
22 Deed in favor of the County dated _____ identified as Parcel Number 0784-
23 003A;

24 B. Retain the contractors listed in Attachment "3" and directly
25 compensate each contractor(s) for all costs, fees, and / or expenses. The County is
26 not responsible for any payment to the selected contractor(s) and Grantor shall
27 indemnify, defend, protect and hold County, its officers, employees, successors and
28 assigns free and harmless from and against any and all claims, liabilities, penalties,

1 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
2 whatsoever, arising from or caused in whole or in part, directly or indirectly, by action of
3 the said contractors.

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

23 D. Be obligated hereunder to include without limitation, and whether
24 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
25 detoxification, or decontamination of the parcel, and the preparation and
26 implementation of any closure, remedial action, or other required plans in connection
27 therewith, and such obligation shall continue under the parcel has been rendered in
28

1 compliance with applicable federal, state, and local laws, statutes, ordinances,
2 regulations, and rules.

3 3. Any and all monies payable under this Agreement, up to and including
4 the total amount of unpaid principal and interest on the note secured by **Deed of Trust**
5 **recorded January 27, 2011 as Instrument No. 2011-0043053** Official Records of
6 Riverside County, shall, upon demand, be made payable to the beneficiary entitled
7 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel
8 Number 135-170-032, and to furnish Grantor with good and sufficient receipt showing
9 said moneys credited against the indebtedness secured by said Deed of Trust.

10 Grantor hereby authorizes and directs the disbursement of funds which
11 are demanded under the terms of said Deed of Trust.

12 4. It is mutually understood and agreed by and between the parties hereto
13 that the right of possession and use of the subject property by County, including the
14 right to remove and dispose of improvements, shall commence upon the execution of
15 this Agreement by all parties. The amount shown in Paragraph 1B includes, but is not
16 limited to, full payment for such possession and use.

17 5. This Right of Way Acquisition Agreement embodies all of the
18 considerations agreed upon between the County and Grantor. This Agreement was
19 obtained without coercion, promises other than those provided herein, or threats of any
20 kind whatsoever by or to either party. By executing this Agreement, Grantor
21 represents that Grantor has no direct or indirect present or contemplated future
22 personal interest in the property being acquired or in any benefit from the acquisition of
23 subject property.

24 6. The performance of this Agreement constitutes the entire consideration
25 for the acquisition of the property under this Agreement and shall relieve the County of
26 all further obligations or claims on account of the acquisition of the property referred to
27 herein or an account of the location, grade or construction of the proposed public
28 improvement.

1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3
4 Dated: _____

5 GRANTOR:

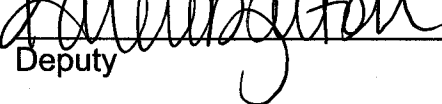
6
7 **YOO TAE SON, A MARRIED MAN AS**
8 **HIS SOLE AND SEPARATE**
9 **PROPERTY**

10 By:  _____

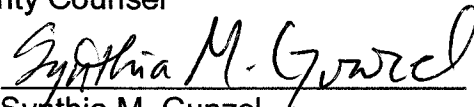
11
12 COUNTY OF RIVERSIDE, a political
13 subdivision of the State of California

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

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

20
21 By:  _____
22 Deputy

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

26 By:  _____
27 Synthia M. Gunzel
28 Deputy County Counsel

CAO:s\031512\291TR\14.737 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.737.doc

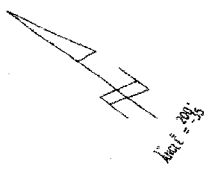
ATTACHMENT "1"
Assessor's Plat Map

135-17
6-49-1

T.R.A. 009-001
051-006
009-011
009-012
051-031

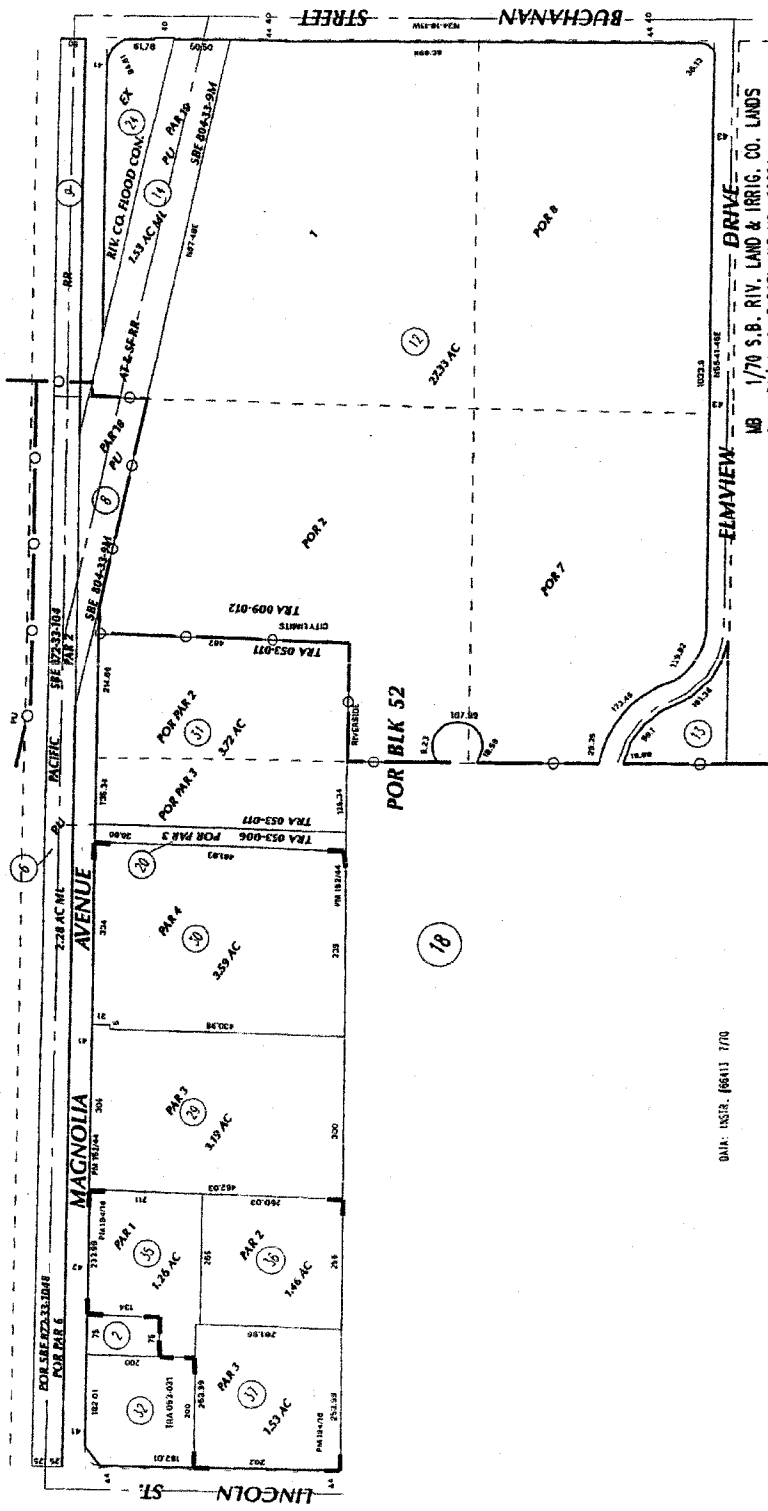
SEC. 22 27 T. 3S. R. 6W
CITY OF RIVERSIDE CORONA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA OR FOR ANY MISTAKES THAT MAY NOT COMPLY WITH LOCAL (UP-SPILT) OR BUILDING SITE CONDITIONS.



159
31

159
25



22

18

27

15

| DATE | OF NUMBER | NEW NUMBER |
|-------|-----------|------------|
| 10/25 | 1 | 11, 12 |
| 10/25 | 2 | 13, 14 |
| 10/25 | 3 | 15, 16 |
| 10/25 | 4 | 17, 18 |
| 10/25 | 5 | 19, 20 |
| 10/25 | 6 | 21, 22 |
| 10/25 | 7 | 23, 24 |
| 10/25 | 8 | 25, 26 |
| 10/25 | 9 | 27, 28 |
| 10/25 | 10 | 29, 30 |
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| 10/25 | 16 | 41, 42 |
| 10/25 | 17 | 43, 44 |
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| 10/25 | 42 | 93, 94 |
| 10/25 | 43 | 95, 96 |
| 10/25 | 44 | 97, 98 |
| 10/25 | 45 | 99, 100 |

DATA: MSR, 66113 7/70

ASSESSOR'S MAP 84135 PG. 17
Riverside County, Calif

MB 1770 S.B. RIV. LAND & IRRIG. CO. LANDS
PM 182/44-46 PARCEL MAP NO. 21624
PM 194/16-18 PARCEL MAP NO. 28908

Sep 1999

Attachment "2"

Public Road and Utility Easement

1. A portion of APN: 135-170-032 Parcel 0784-003A in favor of the County

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-003A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED SEPTEMBER 16, 2004, AS INSTRUMENT NUMBER 2004-O 738579, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 4 IN BLOCK 52, IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, OFFICIAL RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THE CENTERLINE OF LINCOLN AVENUE (44.00 FOOT NORTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED OCTOBER 22, 1969 AS INSTRUMENT NUMBER 107674, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY AND AS SHOWN ON PARCEL MAP 28908, ON FILE IN PARCEL MAP BOOK 194, PAGES 16 THROUGH 18, INCLUSIVE, RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE S 33°36'46" E ALONG SAID CENTERLINE OF LINCOLN AVENUE, A DISTANCE OF 94.48 FEET;

THENCE N 56°23'14" E, A DISTANCE OF 44.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID LINCOLN AVENUE, SAID POINT BEING THE SOUTHERLY TERMINUS OF THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED JUNE 22, 1990, AS INSTRUMENT NUMBER 232169, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY, AND THE **TRUE POINT OF BEGINNING**;

THENCE N 01°26'06" E ALONG SAID EASTERLY LINE, A DISTANCE OF 34.81 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE;

THENCE N 56°22'11" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 180.00 FEET TO THE MOST NORTHERLY CORNER OF SAID INSTRUMENT NUMBER 0738579;

THENCE S 33°36'46" E ALONG THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 0738579, A DISTANCE OF 7.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 178.80 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 5.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF INSTRUMENT NUMBER 232169;

THENCE S 01°26'06" W ALONG SAID PARALLEL LINE, A DISTANCE OF 36.90 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE;

THENCE N 33°36'46" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.71 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,435 SQUARE FEET, OR 0.033 ACRES, MORE OR LESS.

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. Rayburn

DATE: 1/12/2012



EXHIBIT "B"



RANCHO EL SOBRANTE
DE SAN JACINTO

EXISTING R/W
RW PER BOOK "R" PG 548-549,
OF DEEDS, REC. 2/8/1877
SAN BERNARDINO CO.

MAGNOLIA AVE
C/L
EXISTING R/W

SECTION 27
T.3S., R.6W.

INST. # 0738579
REC'D 9/16/2004

PARCEL
0784-003A

1,435 SQ.FT.
0.033 AC.
APN 135-170-032

LOT 4
BLOCK 52
MB 1 / 44

RW PER INST. #107674
REC. 10/22/1969,
AS PCL 1

PARCEL 3
PM 28908
PM 194/16-18

COUNTY OF RIVERSIDE

LINE DATA

- ① N 56°23'14" E - 44.00'
- ② N 01°26'06" E - 34.81'
- ③ S 33°36'46" E - 7.00'
- ④ S 01°26'06" W - 36.90'
- ⑤ N 33°36'46" W - 8.71'

- ① PCL NO. 6, RW PER BOOK 385
PGS 353-355, OF DEEDS,
REC. 11/22/1913
- ② RW PER INST. #232169,
REC. 6/22/1990

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



| | |
|--|---------------------|
| COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV. | PAR. NO.: 0784-003A |
| 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 |
| | W.O. NO.: B7-0784 |
| APPROVED BY: <i>Timothy E. Rayburn</i> DATE: 1/12/2012 | SHEET 1 OF 1 SHEET |

ATTACHMENT "3"

| Item | Description | Cost |
|------|--|----------|
| 1 | 4 Large Palm Trees @ \$4,000 each | \$16,000 |
| 2 | 3 Large Deciduous Trees @ \$1,500 each | \$4,500 |
| 3 | Approx. 15 Medium Shrubs @ \$50 each | \$750 |
| 4 | 2 Small, Metal Business Display Signs @ \$750 each | \$1,500 |
| 5 | Approx. 104 LF Masonry Corner Planter @ \$15/LF | \$1,560 |
| | Total Site Improvements | \$24,310 |

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

3
4 Yoo Tae Son, a married man as his sole and separate property
5 ("Grantor")

6
7 PROJECT: Magnolia Avenue Grade Separation

8 PARCEL: 0784-003B

9 APN: 135-170-032 (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 Yoo Tae Son, a married man as his sole and separate
15 property ("Grantor"). County and Grantor are sometimes collectively referred to as
16 "Parties".

17 1. The right is hereby granted to County to enter upon and use the land of
18 Grantor in the County of Riverside, State of California, described as portion of
19 Assessor's Parcel Number 135-170-032, highlighted on Attachment "1", attached
20 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
21 accomplish the construction of Magnolia Avenue Grade Separation Project.

22 2. The temporary construction easement, used during construction of the
23 Project, referenced as Parcel No. 0784-003B consisting of approximately .085 acres or
24 3,716 square feet as designated on Attachment "2", attached hereto, and made a part
25 hereof ("TCE Area").

26 3. A thirty (30) day written notice shall be given to Grantor prior to using the
27 rights herein granted. The rights herein granted may be exercised for 24 months from
28 the thirty (30) day written notice, or until completion of said project, whichever occurs

1 later.

2 4. It is understood that the County may enter upon the TCE Area where
3 appropriate or designated for the purpose of getting equipment to and from the TCE
4 Area. County agrees not to damage the TCE Area in the process of performing such
5 activities.

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

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

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

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

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

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

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

26 12. County shall pay to the order of Grantor the sum of Eight Thousand Nine
27 Hundred Eighteen Dollars (\$8,918) for the right to enter upon and use the TCE Area in
28 accordance with the terms hereof.

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13. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. 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.

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(SIGNATURES ON NEXT PAGE)

1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3
4 Dated: _____

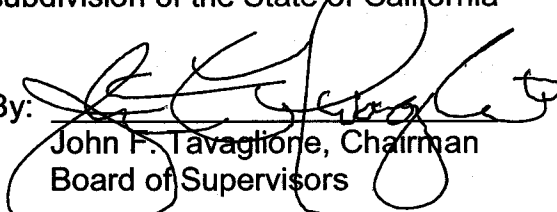
5 GRANTOR:

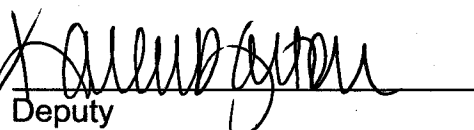
6
7 **YOO TAE SON, A MARRIED MAN AS**
8 **HIS SOLE AND SEPARATE**
9 **PROPERTY**

10 By:  _____

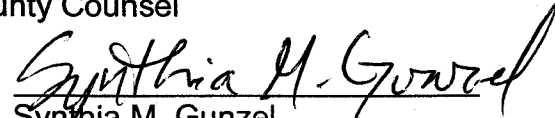
11
12
13 COUNTY OF RIVERSIDE, a political
14 subdivision of the State of California

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

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

21 By:  _____
22 Deputy

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

26 By:  _____
27 Cynthia M. Gunzel
28 Deputy County Counsel

CAO:s\031412\291TR\14.739 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.739.doc

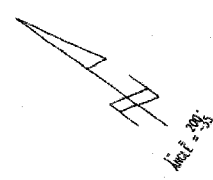
ATTACHMENT "1"
Assessor's Plat Map

135-17
6-49-1

T.R.A. 009-001
053-006
009-011
009-012
053-031

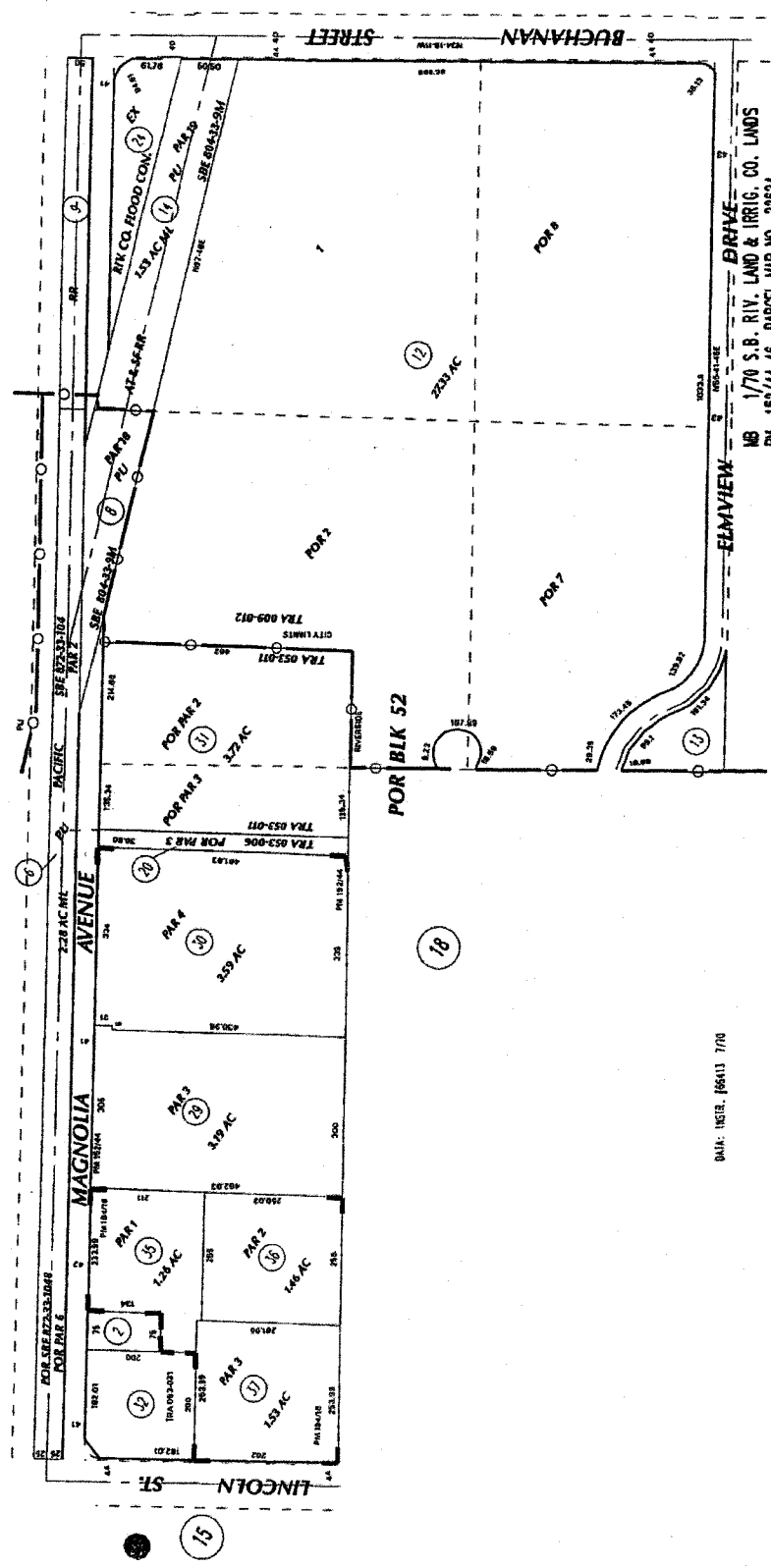
SEC. 22 27 T. 3S. R. 6W
CITY OF RIVERSIDE CORONA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL UP-SPLIT OR BUILDING SITE ORDINANCES.



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DATA: INGIS. R6613 7/70

ASSESSOR'S MAP BK135 PG.17
Riverside County, Calif.

3.22

MB 1770 S.B. RIV. LAND & BRIG. CO. LANDS
PM 192/44-46 PARCEL MAP NO. 22624
PM 194/16-18 PARCEL MAP NO. 28908

27

Sep 1999

| LOT | LOT NUMBER | NET AREA |
|-----|------------|----------|
| 1 | 1 | 2.28 |
| 2 | 2 | 3.29 |
| 3 | 3 | 3.59 |
| 4 | 4 | 1.71 |
| 5 | 5 | 1.71 |
| 6 | 6 | 1.71 |
| 7 | 7 | 1.71 |
| 8 | 8 | 1.71 |
| 9 | 9 | 1.71 |
| 10 | 10 | 1.71 |
| 11 | 11 | 1.71 |
| 12 | 12 | 1.71 |
| 13 | 13 | 1.71 |
| 14 | 14 | 1.71 |
| 15 | 15 | 1.71 |
| 16 | 16 | 1.71 |

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ATTACHMENT "2"

Parcel 0784-003B

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-003B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY THE GRANT DEED RECORDED SEPTEMBER 16, 2004, AS INSTRUMENT NUMBER 0738579, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 4 IN BLOCK 52, IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, OFFICIAL RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THE CENTERLINE OF LINCOLN AVENUE (44.00 FOOT NORTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED OCTOBER 22, 1969 AS INSTRUMENT NUMBER 107674, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY AND AS SHOWN ON PARCEL MAP 28908, ON FILE IN PARCEL MAP BOOK 194, PAGES 16 THROUGH 18 INCLUSIVE, RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 56°22'11"E ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 243.97 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE, SAID POINT BEING THE MOST NORTHERLY CORNER OF SAID INSTRUMENT NUMBER 0738579;

THENCE S 33°36'46" E ALONG THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 0738579, A DISTANCE OF 7.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 33°36'46" E CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 93.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 192.83 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 5.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED JUNE 22 1990, AS INSTRUMENT NUMBER 232169, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 01°26'06" E ALONG SAID PARALLEL LINE, A DISTANCE OF 24.44 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE N 56°22'11"E ALONG SAID PARALLEL LINE, A DISTANCE OF 178.80 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3,716 SQUARE FEET, OR 0.085 ACRES, MORE OR LESS.

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. Rayburn

DATE: 1/12/2012



