

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

923



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

**SUBMITTAL DATE:**  
August 29, 2012

**SUBJECT:** Temporary Construction Access Agreement for the Magnolia Avenue Grade Separation Project

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

1. Approve the attached Temporary Construction Access Agreement for Parcel 0784-019 within a portion of Assessor's Parcel Number 172-110-011;
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 and Land Management

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 12,150	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

**County Executive Office Signature**

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione seconded by Supervisor Benoit 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: September 11, 2012  
xc: EDA, Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: 2/2

Agenda Number

**3.23**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: PATRICIA MUNROE  
7/2/12 DATE  
Departmental Concurrence

PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Samuel Wong  
SAMUEL WONG

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

**RECOMMENDED MOTION: (Continued)**

4. Authorize and allocate the sum of \$1,000 to temporarily acquire a portion of Assessor's Parcel Number 172-110-011 and \$11,150 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 CFR 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 temporary rights of a portion of Assessor's Parcel Number 172-110-011 with Tom and Laura Franchina for the price of \$1,000. There are costs of \$11,150 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 access of a portion of Assessor's Parcel Number 172-110-011:

Temporary Construction Access:	\$ 1,000
Estimated Title and Escrow Charges:	\$ 0
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 4,750
EDA/FM Real Property Staff Time:	\$ 6,000
Total Estimated Acquisition Costs:	\$12,150

(Continued)

**FINANCIAL DATA:** (Continued)

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:**

Temporary Construction Access Agreement

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California  
2 ("County"), and  
3  
4 Tom V. Franchina and Laura A. Franchina, husband and wife as joint tenants  
5 ("Grantor")  
6

7 PROJECT: Magnolia Avenue Grade Separation  
8 PARCEL(S): 0784-019  
9 APN: 172-110-011  
10

11 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

12 This Temporary Construction Access Agreement ("Agreement") is made by and  
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
14 ("County") and Tom V. Franchina and Laura A. Franchina, husband and wife as joint  
15 tenants ("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 172-110-011, 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 the Magnolia Avenue Grade Separation Project.

22 2. The temporary construction access, used during construction of the  
23 Project, consisting of approximately 150 square feet as designated on Attachment "2",  
24 attached hereto, and made a part hereof ("TCA 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) twenty-four  
27 months from the thirty (30) day written notice, or until completion of said project,  
28 whichever occurs later.

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

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

8           6.     Grantor shall be held harmless from all claims of third persons arising  
9 from the County's use of the TCA Area permitted under this Agreement; however, this  
10 hold harmless agreement does not extend to any property damage the undersigned  
11 may have suffered by reason of hazardous waste on the property nor does it hold  
12 harmless the owner(s) from any liability as a consequence of the presence of  
13 hazardous waste on the property.

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

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

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

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

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

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

14. 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.

15. 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.

///  
///  
///

(SIGNATURES ON NEXT PAGE)

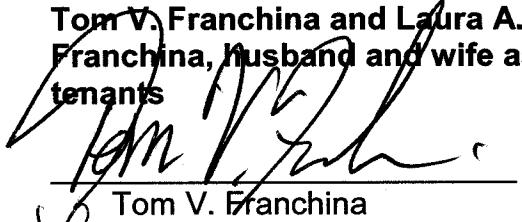
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In Witness Whereof, the Parties have executed this Agreement the day and year below written.

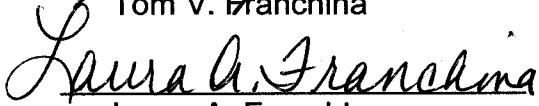
Dated: \_\_\_\_\_

GRANTOR:

Tom V. Franchina and Laura A. Franchina, husband and wife as joint tenants



Tom V. Franchina

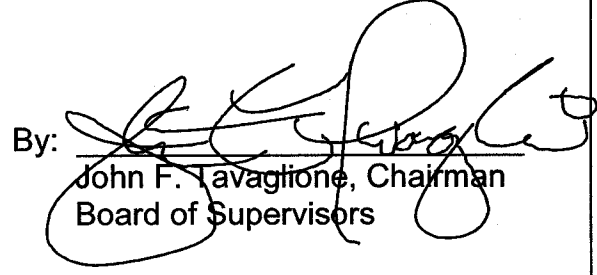


Laura A. Franchina

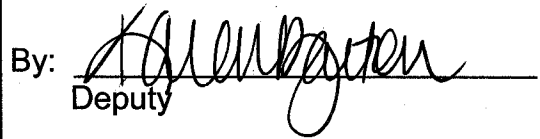
Dated: SEP 11 2012

COUNTY OF RIVERSIDE

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

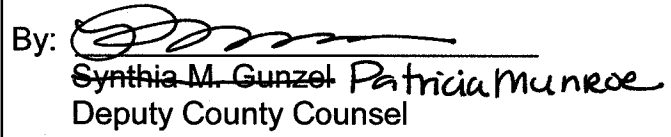
By: 

John F. Tavagione, Chairman  
Board of Supervisors

By:   
Deputy

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By:   
~~Synthia M. Gunzel~~ Patricia Munroe  
Deputy County Counsel

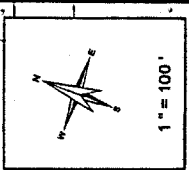
CAO:s\061812\291TR\15.031 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.031.doc

ATTACHMENT "1"  
Assessor's Plat Map



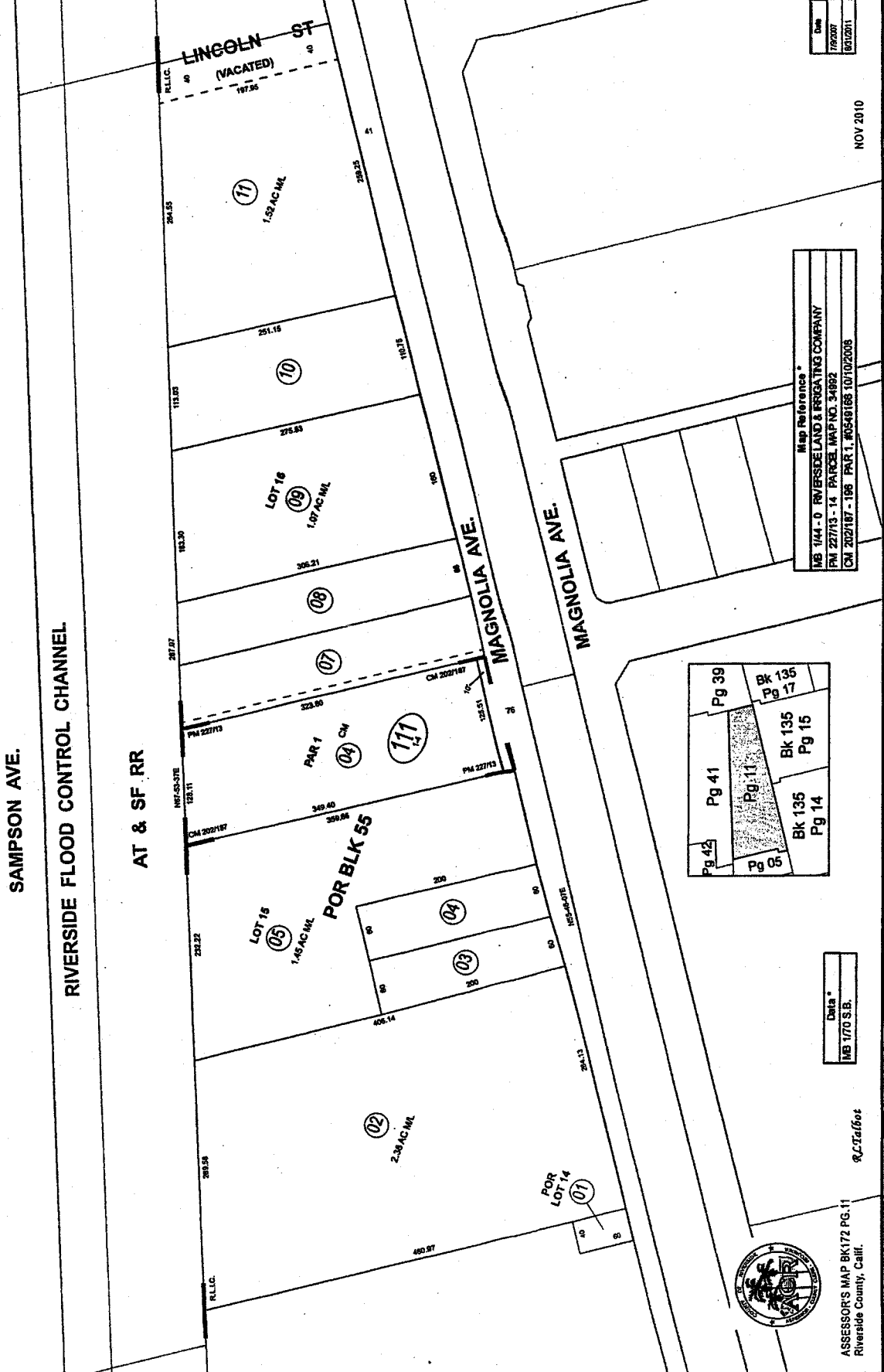
THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL, SUBDIVISION AND RECORDING ORDINANCES.

SEP 29 2011  
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



**Legend**

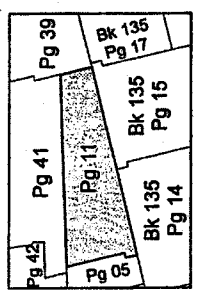
- Lot Lines
- - - Right-Of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- ..... Lease Area
- Subdivision To Mark



Date	Old Number	New Number
7/20/07	8	12,37
03/20/11	12	111-14

NOV 2010

Map Reference \*  
 MB 1144-D RIVERSIDE LAND & BRIGATING COMPANY  
 PM 22713-14 PARCEL MAP NO. 3-4892  
 CM 202187-198 PART 1 #0549168 10/10/2008



Data \*  
 MB 1170 S.B.

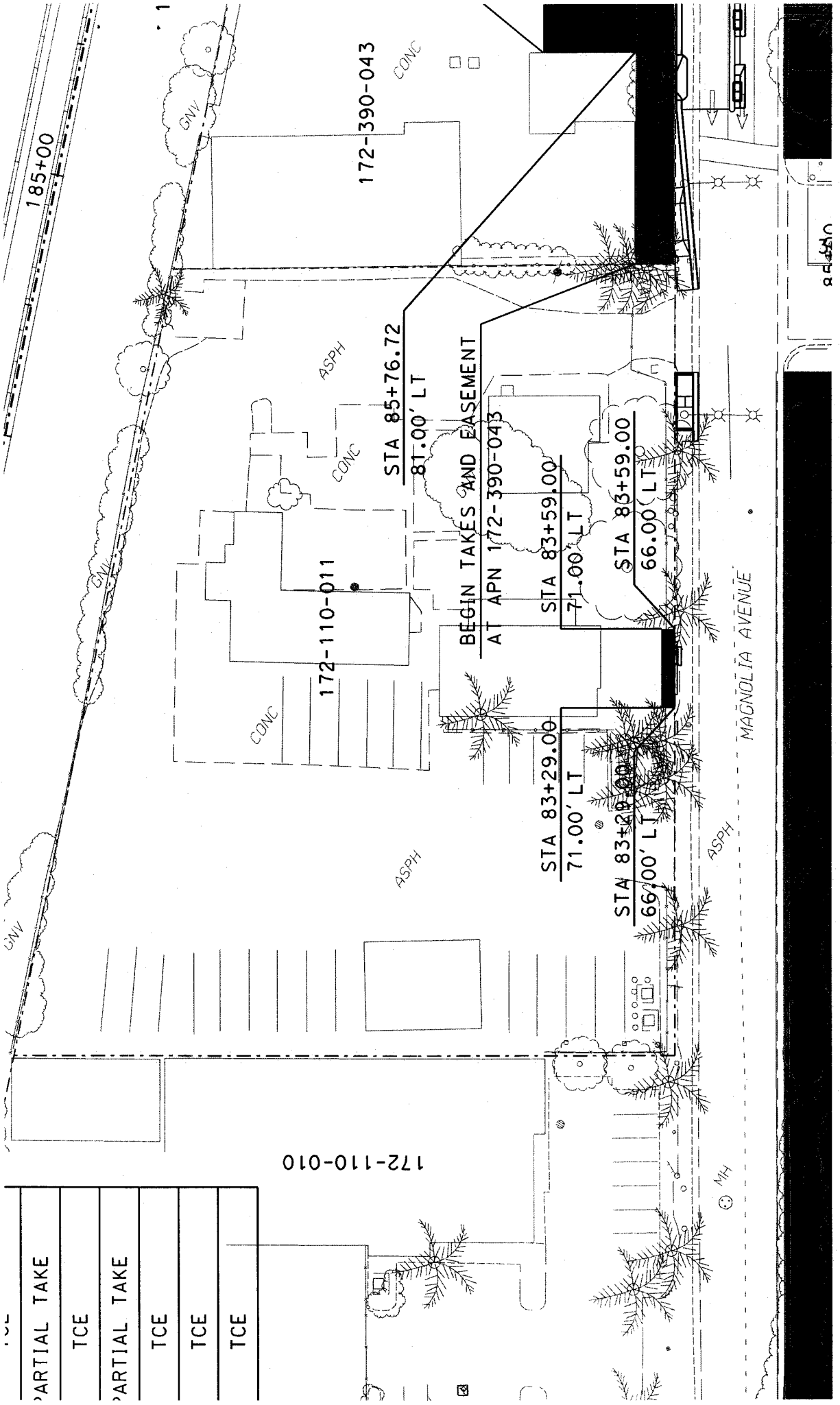


ASSESSOR'S MAP BK 172 PG. 11  
 Riverside County, Calif.

R.C. Tafbot

ATTACHMENT "2"

Assessor's Parcel Number 172-110-011



PARTIAL TAKE
TCE
PARTIAL TAKE
TCE
TCE
TCE

172-110-010

172-110-011

172-390-043

STA 85+76.72  
81.00' LT

BEGIN TAKES AND EASEMENT  
AT APN 172-390-043

STA 83+29.00  
71.00' LT

STA 83+29.00  
66.00' LT

STA 83+59.00  
71.00' LT

STA 83+59.00  
66.00' LT

MAGNOLIA AVENUE

185+00

SECTION