

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

210
A



FROM: Economic Development Agency/Facilities Management and
Transportation Department

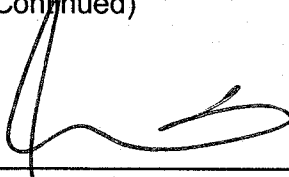
SUBMITTAL DATE:
September 20, 2012

SUBJECT: Temporary Construction Easement Agreement for the Sunset Avenue Grade Separation
Project

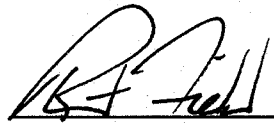
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Easement Agreement for Parcel 0529-007A within a portion of Assessor's Parcel Number 537-090-030;
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



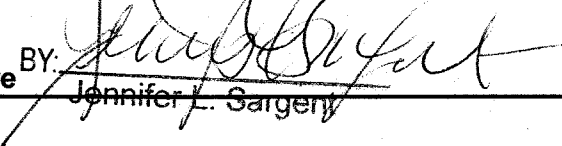
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 11,455	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: City of Banning – 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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit 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: October 2, 2012
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD | **District:** 5/5 | **Agenda Number:** 3.14

FORM APPROVED COUNTY COUNSEL
 DATE 8/8/12
 BY: PATRICIA MUNROE
 Departmental Concurrence
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 9/18/12
 SAMUEL WONG
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:

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 \$1,205 to temporarily acquire a portion of Assessor's Parcel Number 537-090-030 and \$10,250 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation at the Union Pacific Railroad (UPRR) and Sunset Avenue at-grade crossing in the City of Banning. The existing grade on Sunset Avenue would be lowered to obtain vertical clearance between Sunset Avenue and the existing railroad tracks (Project). As part of the Project, a new railroad bridge structure would be constructed and Sunset Avenue would be reconstructed to maintain two existing through lanes in each direction with added sidewalks for pedestrian circulation. In addition, the existing on/off ramps at the I-10/Sunset Avenue interchange would be reconstructed to accommodate the change in elevation. The new ramps would be constructed within the same general alignment as the existing ramps.

Connection of the proposed grade separation would require a temporary shoo-fly track adjacent to and south of the existing UPRR mainline. A shoo-fly is a temporary by-pass necessary to maintain rail circulation through the project area during construction of the new structure. The shoo-fly would consist of two tracks constructed within the existing UPRR right-of-way extending both east and west of Sunset Avenue. Upon completion of the structure, the shoo-fly would be removed.

The Project is needed in order to improve traffic flow and increase public safety by eliminating the conflicting train/vehicle movement, which will serve to end traffic delays for motorists and emergency vehicles traveling north or south on Sunset Avenue caused by the at-grade crossing, as well as improve the efficient movement of goods through Riverside County.

The Notice of Exemption was filed and posted on December 8, 2010. RCTD staff conducted a review of the Project and it is exempt for the provisions of the California Environmental Quality Act (CEQA) based on Section 15282(g).

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion Section 6004; 23 CFR 771.117(d)(3)) was approved on February 25, 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 537-090-030 with Ronald and Laura Gaynor (Gaynor) for the price of \$1,205. There are costs of \$10,250 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 temporary construction easement of a portion of Assessor's Parcel Number 537-090-030:

Temporary Construction Easement	\$ 1,205
Estimated Title and Escrow Charges	\$ 0
Preliminary Title Report	\$ 400
County Appraisal	\$ 4,850
EDA/FM Real Property Staff Time	\$ 5,000
Total Estimated Acquisition Cost	\$11,455

EDA/FM has already covered the costs for due diligence (appraisal and preliminary title report) and will be or has been 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.

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

3
4 RONALD ROBERT GAYNOR AND LAURA JEAN GAYNOR, husband and wife as joint
5 tenants
6 ("Grantor")

7
8 PROJECT: Sunset Avenue Grade Separation
9 PARCEL: 0529-007A
10 APN: 537-090-030 (Portion)
11

12 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

13 This Temporary Construction Easement Agreement ("Agreement") is made by
14 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
15 California, ("County") and RONALD ROBERT GAYNOR AND LAURA JEAN GAYNOR,
16 husband and wife as joint tenants ("Grantor"). County and Grantor are sometimes
17 collectively referred to as "Parties".

18 1. The right is hereby granted to County to enter upon and use the land of
19 Grantor in the County of Riverside, State of California, described as portion of
20 Assessor's Parcel Number 537-090-030, highlighted on Attachment "1", attached
21 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
22 accomplish the construction of a soundwall for the Sunset Avenue Grade Separation
23 Project ("Project").

24 2. The temporary construction easement, used during construction of the
25 soundwall for the Project, referenced as Parcel No. 0529-007A consisting of
26 approximately 0.007 acres or 288 square feet as designated on Attachment "2",
27 attached hereto, and made a part hereof ("TCE Area").

28 3. A thirty (30) day written notice shall be given to Grantor prior to using the

1 rights herein granted. The rights herein granted may be exercised for 24 months from
2 the thirty (30) day written notice, or until completion of said Project, whichever occurs
3 later.

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

8 5. The right to enter upon and use the TCE Area includes the right to
9 remove and displace of Items 1, 2 and 3 listed in Attachment "3." Payment to the
10 Grantor for Items 1, 2 and 3 listed in Attachment "3" are included in Paragraph 16 of
11 the Agreement.

12 6. Grantor shall retain the contractor(s) for Items 1 thru 3 of Attachment "3"
13 and directly compensate each contractor for all costs, fees, and/or expenses. The
14 County is not responsible for any payment to the selected contractor(s) and Grantor
15 shall indemnify, defend, protect, and hold County, its officers, employees, successors,
16 and assigns free and harmless from and against any and all claims, liabilities,
17 penalties, forfeitures, losses or expenses, including without limitations, attorney's fees
18 whatsoever arising from or cause in whole or in part, directly or indirectly, by any
19 actions of the said contractors.

20 7. County agrees to protect in place the garden hose spigot listed as Item 4
21 of Attachment "3."

22 8. County and Grantor acknowledges rear fencing to be removed and
23 replaced by soundwall in State right-of-way at County's sole cost.

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

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

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

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

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

11 14. This Agreement supersedes any and all other prior agreements or
12 understandings, oral or written, in connection therewith.

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

16 16. County shall pay to the order of Grantor the sum of One Thousand Two
17 Hundred and Five Dollars (\$1,205) for the right to enter upon and use the TCE Area in
18 accordance with the terms hereof.

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

24 18. This Agreement may be signed in counterpart or duplicate copies, and any
25 signed counterpart or duplicate copy shall be equivalent to a signed original for all
26 purposes.

27 ///

28 (SIGNATURES ON NEXT PAGE)


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

3 Dated: _____

4 GRANTOR:

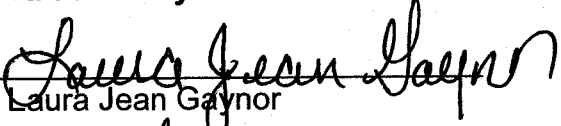
5
6 **RONALD ROBERT GAYNOR AND LAURA
7 JEAN GAYNOR, husband and wife as joint
8 tenants**

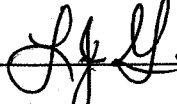
9 **Ronald Robert Gaynor**

10 By: 
11 Ronald Robert Gaynor

12 Its: R-G OWNER

13 **Laura Jean Gaynor**

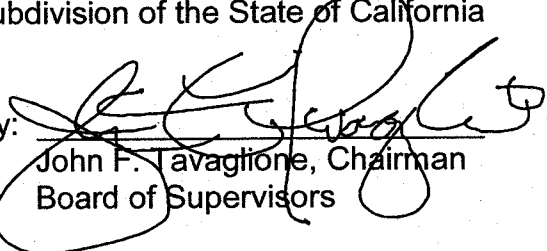
14 By: 
15 Laura Jean Gaynor

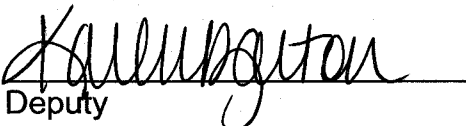
16 Its: 

17 COUNTY OF RIVERSIDE, a political
18 subdivision of the State of California

19 ATTEST:

20 Kecia Harper-Ihem
21 Clerk of the Board

22 By: 
23 John F. Tavaglione, Chairman
24 Board of Supervisors

25 By: 
26 Deputy

27 APPROVED AS TO FORM:

28 Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzo Patricia Munroe
Deputy County Counsel

Attachment "1"

Assessor's Parcel Map

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537-09 T.C.A. 001-000 001-006

FOR E/1/2 SEC. 7, T.35, R.1E.

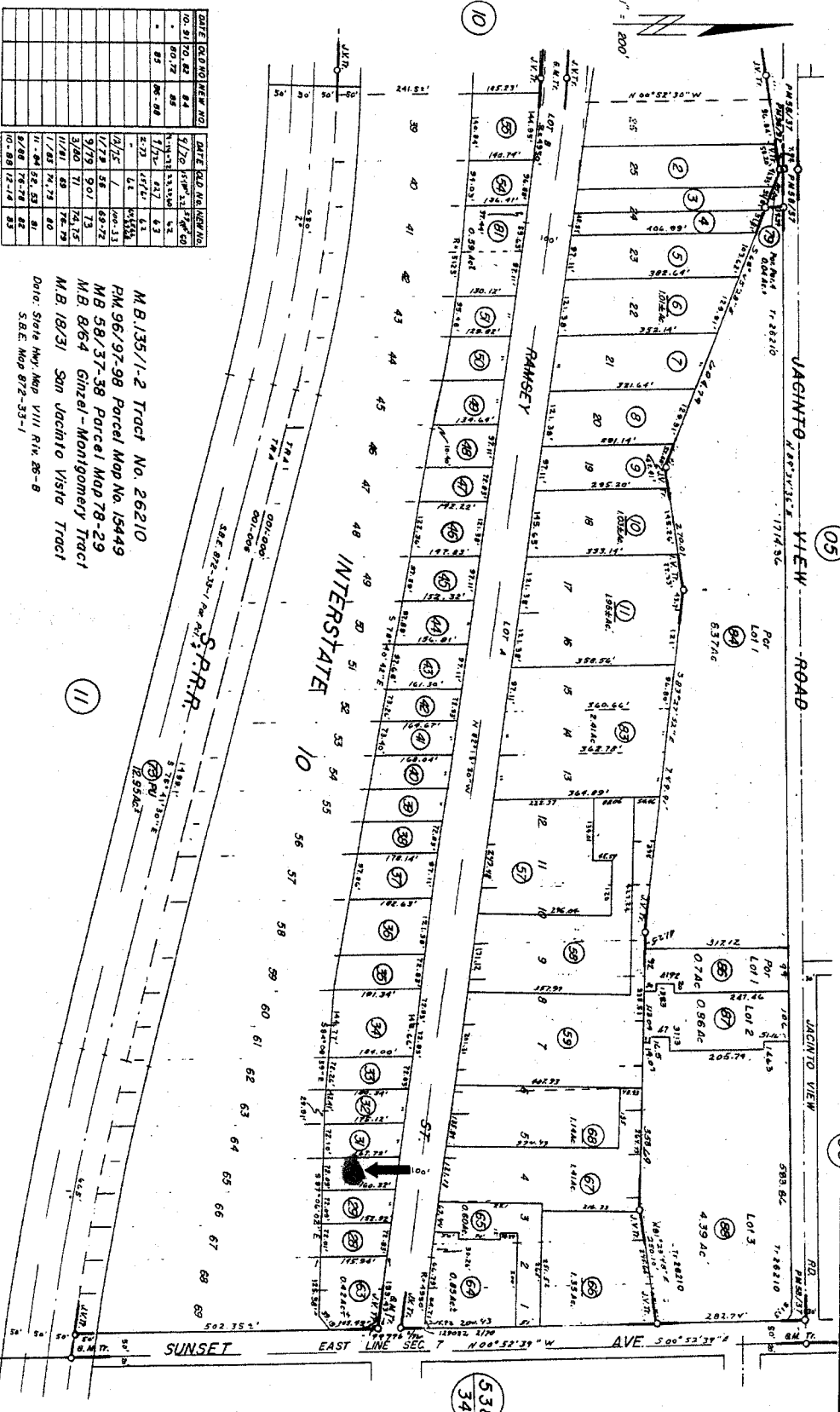
THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

DATE	BOOK	PAGE	NO.	DATE	BOOK	PAGE	NO.
10/21/02	84	84	84	1/10/02	12	35	00
10/27/02	84	84	84	1/10/02	12	35	00
10/27/02	84	84	84	1/10/02	12	35	00
10/27/02	84	84	84	1/10/02	12	35	00
10/27/02	84	84	84	1/10/02	12	35	00
10/27/02	84	84	84	1/10/02	12	35	00
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10/27/02	84	84	84	1/10/02	12	35	00

M.B. 135/1-2 Tract No. 26210
 P.M. 96/97-98 Parcel Map No. 15449
 M.B. 58/37-38 Parcel Map No. 78-29
 M.B. 86/4 Ginzler-Montgomery Tract
 M.B. 18/31 San Jacinto Vista Tract
 Date: State Map No. VIII, P. 14, 25-8
 S.A.E. Map 872-33-1

OCTOBER 1969

ASSESSOR'S MAP BK. 537 PG. 09 RIVERSIDE COUNTY, CALIF.



Attachment "2"

0529-007A

Legal Description & Plat Map

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EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-007A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF LOT 65 OF A MAP OF SAN JACINTO VISTA TRACT ON FILE IN BOOK 18, PAGE 31 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA IN THE CITY OF BANNING, CALIFORNIA WITHIN THE EAST ONE-HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF RAMSEY STREET, FORMERLY KNOWN AS STATE HIGHWAY (25.00 FOOT SOUTHERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED JANUARY 2, 1915 IN DEED BOOK 406, PAGES 67 AND 68, OFFICIAL RECORDS OF SAID RECORDER AND THE EAST LINE OF SAID SECTION 7, BEING THE CENTERLINE OF SUNSET AVENUE (50.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID MAP;

THENCE S 00°04'23" W ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 122.36 FEET;

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, N 89°55'37" W, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNSET AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (VARIABLE HALF-WIDTH) AS SHOWN BY COUNTY MAP NUMBER 204, PAGES 87 THROUGH 108, INCLUSIVE;

THENCE S 51°22'38" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 39.18 FEET TO AN ANGLE POINT THEREIN;

THENCE N 87°05'48" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 269.74 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 65, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 87°05'48" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 65, A DISTANCE OF 72.08 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 65;

THENCE N 00°04'23" E ALONG THE WESTERLY LINE OF SAID LOT 65, A DISTANCE OF 4.00 FEET;

THENCE S 87°05'48" E, A DISTANCE OF 72.08 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 65;

THENCE S 00°04'23" W ALONG SAID EASTERLY LINE OF LOT 65, A DISTANCE OF 4.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 288 SQUARE FEET, OR 0.007 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 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

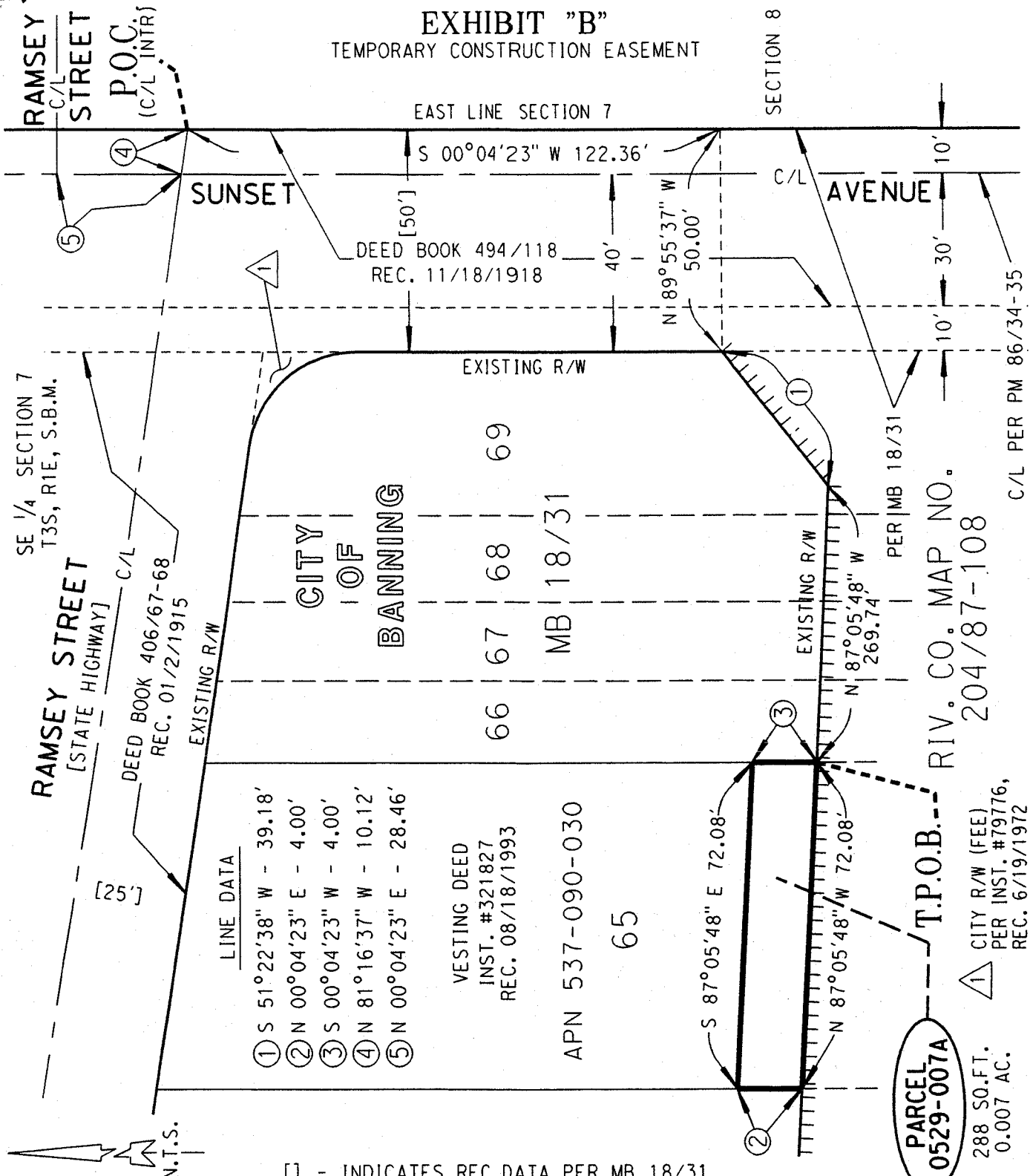
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 4/19/2012



EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT



- LINE DATA**
- ① S 51°22'38" W - 39.18'
 - ② N 00°04'23" E - 4.00'
 - ③ S 00°04'23" W - 4.00'
 - ④ N 81°16'37" W - 10.12'
 - ⑤ N 00°04'23" E - 28.46'

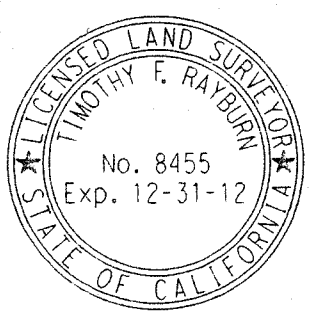
VESTING DEED
INST. #321827
REC. 08/18/1993

APN 537-090-030
65

PARCEL 0529-007A
288 SQ.FT.
0.007 AC.

[] - INDICATES REC DATA PER MB 18/31
||||| - INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0529-007A
PROJECT: SUNSET AVENUE (GRADE SEPARATION)	PREPARED BY: BCIII
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: <i>Timothy F. Rayburn</i> DATE: 1/19/2012	W.O. NO.: CO-0259
	SHEET 1 OF 1

Attachment "3"

Item	Description	Cost
1	Grantor to relocate firewood	\$275
2	Grantor to relocate swingset	\$25
3	Grantor to replace landscaping 160 square feet @ \$1.50 per square foot	\$240
4	Garden hose spigot	Protect in Place
5	Rear fencing to be removed and replaced by soundwall	County's sole cost
Total landscape/hardscape Items		\$540

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