

802A



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

FORM APPROVED COUNTY COUNSEL
DATE 11/5/12
BY: PATRICIA MUNROE
Departmental Conc.

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
November 29, 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 0784-013A and Temporary Construction Easement Agreement for Parcel 0784-013B, all within a portion of Assessor's Parcel Number 172-390-044;
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:	\$ 60,275	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 L. Sargent

County Executive Office Signature

Policy Policy

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, 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: December 11, 2012
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD | District: 2/2 | Agenda Number 3.12

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 \$36,900 to acquire Parcel 0784-013A and \$3,100 to temporarily acquire Parcel 0784-013B, all within a portion of Assessor's Parcel Number 172-390-044 and \$20,275 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 172-390-044 with Kevin Brian Aicklen, Daniel R. Aicklen and Deborah A. Aicklen for the price of \$40,000. There are costs of \$20,275 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 172-390-044:

Right of Way Acquisition:	\$ 36,900
Temporary Construction Easement:	\$ 3,100
Estimated Title and Escrow Charges:	\$ 2,500
Preliminary Title Report:	\$ 775
County Appraisal:	\$ 5,000
EDA/FM Real Property Staff Time:	\$ 12,000
Total Estimated Acquisition Costs:	\$ 60,275

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: 0784-013A

3 APN: 172-390-044 (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 Kevin Brian Aicklen, a married man as his sole and separate property
9 as to an undivided ½ interest and Daniel R. Aicklen and Deborah A. Aicklen, husband
10 and wife, as joint tenants, as to an undivided ½ interest ("Grantor"). County and
11 Grantor are sometimes collectively referred to as "Parties."

12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located in the
14 unincorporated area of Riverside, County of Riverside, State of California, as depicted
15 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
16 The real property consisting of .89 acres of land and improved with a single story
17 industrial building and is also known as Assessor's Parcel Number: 172-390-044
18 ("Property"); and

19 WHEREAS, Grantor desires to sell to the County and the County desire to
20 purchase a portion for an easement for public road and utility purposes, including
21 drainage purposes, in the Property ("ROW"), for the purpose of constructing the
22 Magnolia Avenue Grade Separation Project ("Project") as follows: an Easement Deed
23 in favor of County referenced as Parcel 0784-013A and described on Attachment "2"
24 attached hereto and made a part hereof; pursuant to the terms and conditions set forth
25 herein; and

26 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
27 Temporary Construction Easement Agreement to grant County the right to temporarily
28

1 use portions of the Property, as described therein, for the construction of the Project;
2 and

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

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

8 1. County shall:

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

11 B. Pay to the undersigned Grantor(s) by tendering payment to the
12 Escrow Holder in the amount of Thirty Six Thousand Nine Hundred Dollars (\$36,900)
13 ("Purchase Price"), which is specifically agreed by the Parties to be the full amount of
14 compensation due and owing to Grantor for the ROW, conveyed by said deed, when
15 title to said ROW vests in County free and clear of all liens, encumbrances, easements,
16 leases (recorded or unrecorded), and taxes except those encumbrances and
17 easements which, in the sole discretion of the County, are acceptable, except:

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

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

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

26 d. All other taxes owed whether current or delinquent are to be
27 current.
28

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

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

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

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

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

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

19 F. Not oversee nor bear responsibility for ensuring whether Grantor
20 expends the compensation tendered to Grantor to replace items described in
21 Attachment "3."

22 G. Maintain, or cause to maintain access to Grantor's building located
23 at 12689 Magnolia Avenue, Riverside, California. However, there may be short-term
24 traffic disruptions at times of foremost construction activities in order to facilitate
25 construction. County shall provide reasonable notice to Grantor in advance of
26 implementation of any short term traffic restrictions.

1 H. County shall move the chain link fencing including posts to the
2 north edge of the temporary construction easement as shown on Attachment "4" at
3 County's sole cost and expense.

4 I. County shall move the chain link fencing to final location on the
5 Property upon completion of the construction of the Project as shown on Attachment
6 "4" at County sole cost and expense.

7 2. Grantor shall:

8 A. Execute and acknowledge and will deliver to Craig Olsen, Real
9 Property Agent for the County or to the designated escrow company, an Easement
10 Deed in favor of the County dated _____ identified as Parcel Number 0784-
11 013A;

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

20 C. Indemnify, defend, protect, and hold the County of Riverside, its
21 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
22 elected and appointed officials, employees, agents, representatives, successors, and
23 assigns free and harmless from and against any and all claims, liabilities, penalties,
24 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
25 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
26 (a) the presence in, within, under, or about the parcel for the presence of hazardous
27 materials, toxic substances, or hazardous substances as a result of Grantor's use,
28 storage, or generation of such materials or substances or (b) Grantor's failure to

1 comply with any federal, state, or local laws relating to such materials or substances.
2 For the purpose of this Agreement, such materials or substances shall include without
3 limitation hazardous substances, hazardous materials, or toxic substances as defined
4 in the Comprehensive Environmental Response, Compensation, and Liability Act of
5 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
6 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
7 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
8 hazardous wastes in Section 25117 of the California Health and Safety Code or
9 hazardous substances in Section 25316 of the California Health; and in the regulations
10 adopted in publications promulgated pursuant to said laws.

11 D. Be obligated hereunder to include without limitation, and whether
12 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
13 detoxification, or decontamination of the parcel, and the preparation and
14 implementation of any closure, remedial action, or other required plans in connection
15 therewith, and such obligation shall continue under the parcel has been rendered in
16 compliance with applicable federal, state, and local laws, statutes, ordinances,
17 regulations, and rules.

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

23 4. This Right of Way Acquisition Agreement embodies all of the
24 considerations agreed upon between the County and Grantor. This Agreement was
25 obtained without coercion, promises other than those provided herein, or threats of any
26 kind whatsoever by or to either party. By executing this Agreement, Grantor
27 represents that Grantor has no direct or indirect present or contemplated future
28

1 personal interest in the property being acquired or in any benefit from the acquisition of
2 subject property.

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

8 6. This Agreement is made solely for the benefit of the Parties to this
9 Agreement and their respective successors and assigns, and no other person or entity
10 may have or acquired any right of virtue of this Agreement.

11 7. This Agreement shall not be changed, modified, or amended except upon
12 the written consent of the parties hereto.

13 8. This Agreement is the result of negotiations between the parties and is
14 intended by the parties to be a final expression of their understanding with respect to
15 the matters herein contained. This Agreement supersedes any and all other prior
16 agreements and understandings, oral or written, in connection therewith. No provision
17 contained herein shall be construed against the County solely because it prepared this
18 Agreement in its executed form.

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

24 10. Grantor, (his/her/its/their) assigns and successors in interest shall be
25 bound by all the terms and conditions contained in this Agreement, and all the parties
26 thereto shall be jointly and severally liable thereunder.

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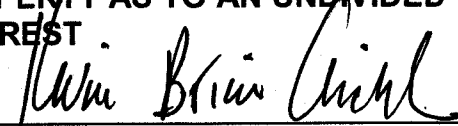
11. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(SIGNATURES ON NEXT PAGE)

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

3 Dated: _____

GRANTOR:
4 **KEVIN BRIAN AICKLEN, A MARRIED**
5 **MAN AS HIS SOLE AND SEPARATE**
6 **PROPERTY AS TO AN UNDIVIDED 1/2**
7 **INTEREST**

By: 
Kevin Brian Aicklen

8 **DANIEL R. AICKLEN AND DEBORAH**
9 **A. AICKLEN, HUSBAND AND WIFE,**
10 **AS JOINT TENANTS, AS TO AN**
11 **UNDIVIDED 1/2 INTEREST**

By: _____
Daniel R. Aicklen

By: _____
Deborah A. Aicklen

12
13
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15
16 COUNTY OF RIVERSIDE, a political
subdivision of the State of California

17
18 **ATTEST:**
19 **Kecia Harper-Ihem**
20 **Clerk of the Board**

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

21 By: _____
Deputy

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

25 By: _____
26 Patricia Munroe
27 Deputy County Counsel

28 CAO:ra/100112/291TR/14.654 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.654.doc

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

3 Dated: _____

GRANTOR:
4 **KEVIN BRIAN AICKLEN, A MARRIED**
5 **MAN AS HIS SOLE AND SEPARATE**
6 **PROPERTY AS TO AN UNDIVIDED 1/2**
7 **INTEREST**

8 By: _____
9 Kevin Brian Aicklen

10 **DANIEL R. AICKLEN AND DEBORAH**
11 **A. AICKLEN, HUSBAND AND WIFE,**
12 **AS JOINT TENANTS, AS TO AN**
13 **UNDIVIDED 1/2 INTEREST**

14 By: *Daniel R. Aicklen*
15 Daniel R. Aicklen

16 By: *Deborah A. Aicklen*
17 Deborah A. Aicklen

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

20 By: *John F. Tavaglione*
21 John F. Tavaglione, Chairman
22 Board of Supervisors

23 ATTEST:
24 Kecia Harper-Ihem
25 Clerk of the Board

26 By: *Karla Munro*
27 Deputy

28 APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: *Patricia Munroe*
Patricia Munroe
Deputy County Counsel

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172-39
139-23

I.R.A. 004-011
009-176
053-001

SEC. 21 28 29 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 SHOWN. ASSESSOR'S PARCEL MAPS MUST COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

AUG 17 2006



- MR 1/8 RANCHO EL SOBRANTE DE SAN JACINTO
- MR 1/44 RESUB. RIVERSIDE LAND & IRRIGATING COMPANY
- PM 133/22-24 PARCEL MAP NO. 20451
- PM 149/39-42 PARCEL MAP NO. 22751
- PM 153/53-55 PARCEL MAP NO. 23359
- PM 186/1-5 PARCEL MAP NO. 20688
- PM 185/78-79 PARCEL MAP NO. 24692
- PM 172/54-56 PARCEL MAP NO. 25374

AUG 8 0 2005

ASSessor's MAP BK172 PG. 39
Riverside County, Calif.

ACX

DATA: INT. R/W MAPS 98157, 98158

Aug 2005

DATE	FILE NUMBER	ASS. NUMBER
08/05/05	172	39

Attachment "2"

Public Road and Utility Easement

1. A portion of APN: 172-390-044 Parcel 0784-013A in favor of the County

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-013A

BEING A PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP 23359, ON FILE IN BOOK 153, PAGES 53 THROUGH 55, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT NORTHWESTERLY 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;

THENCE N 33°36'46" W ALONG THE NORTHWESTERLY PROLONGATION OF SAID CENTERLINE OF LINCOLN AVENUE, A DISTANCE OF 66.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE;

THENCE N 56°22'11" E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 122.00 FEET TO THE MOST-SOUTHERLY CORNER OF SAID PARCEL 1, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 33°36'46" W ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 6.50 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 72.50 FEET NORTHWESTERLY 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 284.99 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1;

THENCE S 33°36'46" E ALONG SAID NORTHEASTERLY LINE OF PARCEL 1, A DISTANCE OF 6.50 FEET TO THE MOST-EASTERLY CORNER OF SAID PARCEL 1, BEING A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 284.99 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,852 SQUARE FEET, OR 0.043 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"

PARCEL 1

PM 153/53-55

APN 172-390-044 INST #065066
REC. 2/27/1991

PARCEL
0784-013A

1,852 SQ.FT.
0.043 AC.



RANCHO EL SOBRANTE
DE SAN JACINTO

T.P.O.B.

P.O.C.

LINCOLN AVE

MAGNOLIA AVE

COUNTY OF RIVERSIDE

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

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

LINE DATA

- ① N 33°36'46" W - 6.50'
- ② S 33°36'46" E - 6.50'

- ① PCL NO. 6, RW PER BOOK 385 PGS 353-355, OF DEEDS, REC. 11/22/1913
- ② RW VACATED PER S.M.B. 12 PG 283 DATED 6/18/1913 & QUITCLAIMED TO PAC. ELEC. RAILWAY CO. REC. 11/5/1913, IN BOOK 385 PGS. 232-239, OF DEEDS RIV. CO.
- ③ 1948 ROAD BOOK R/W PER RESOLUTION, SUPERVISOR MINUTES BOOK 40, PAGES 239-240 REC. 5/3/1948
- ④ RW PER INST. #107674, REC. 10/22/1969, RIV. CO.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.
PROJECT: **MAGNOLIA AVE(GRADE SEPARATION)**
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

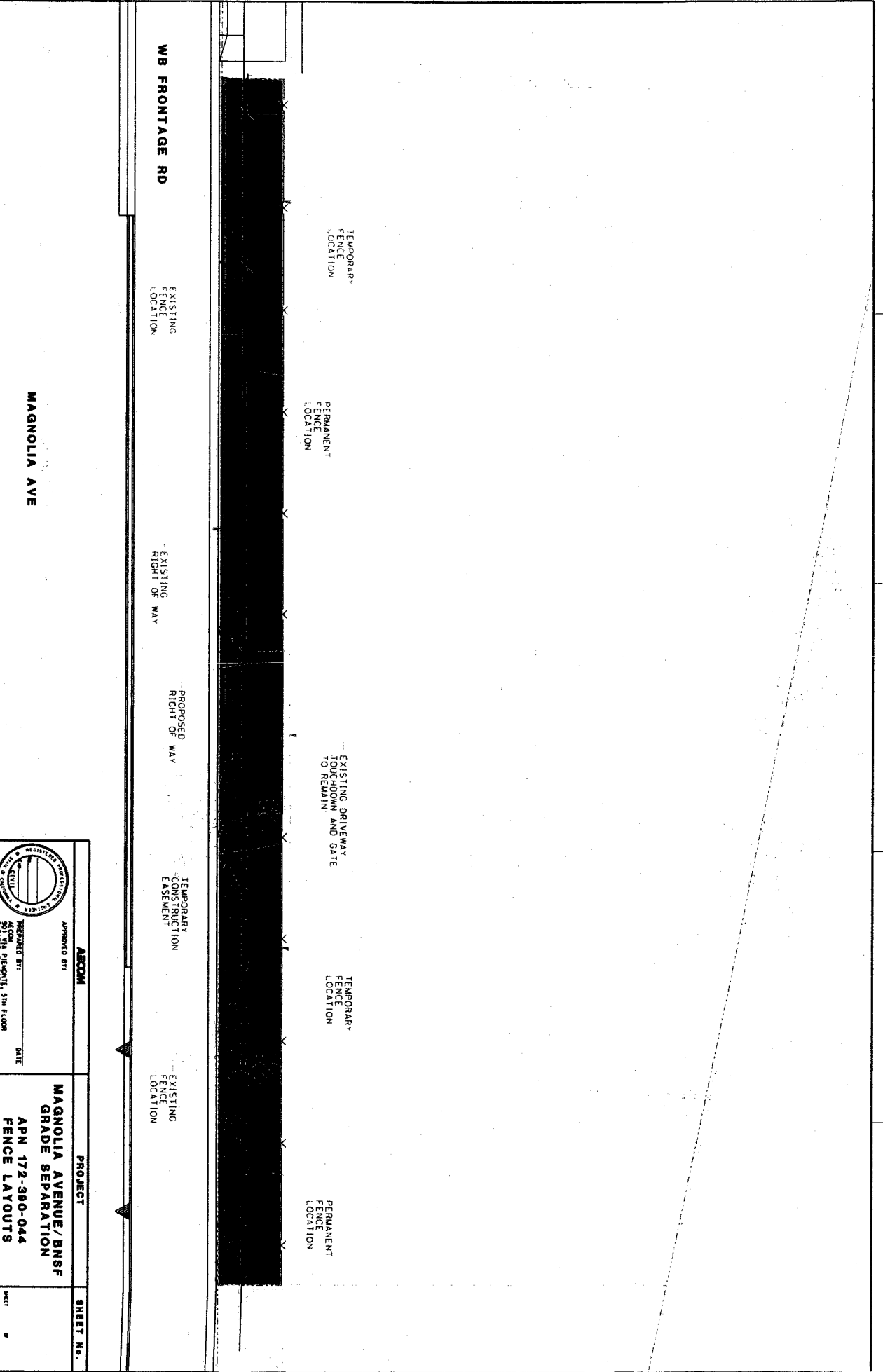
PAR. NO.:	0784-013A
PREPARED BY:	DGO
SCALE:	N.T.S.
DATE:	JANUARY, 2012
W.O. NO.:	B7-0784
SHEET 1 OF 1 SHEET	

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

ATTACHMENT "3"

Item	Description	Cost
1	Approx. 450 Sq. Ft. planter box @ \$20/Sq. Ft.	\$9,000
2	Irrigation – 6.5' 150 LF @ \$.75/LF	\$731
	Total Site Improvements	\$9,731

DATE: _____ TIME: _____ WIDTH: _____
 PROJECT: _____
 SHEET NO.: _____
 COUNTY: _____
 FILE NO.: _____



ASCOM
 APPROVED BY: _____
 DRAWN BY: _____
 DATE: _____
 PROJECT: _____
 SHEET NO.: _____

**MAGNOLIA AVENUE / BNSF
 GRADE SEPARATION
 APN 172-390-044
 FENCE LAYOUTS**

MO: _____ COUNTY: _____
 FILE NO.: _____

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

3
4 Kevin Brian Aicklen, a married man as his sole and separate property as to an
5 undivided 1/2 interest and Daniel R. Aicklen and Deborah A. Aicklen, husband and wife,
6 as joint tenants, as to an undivided 1/2 interest
7 ("Grantor")

8
9 PROJECT: Magnolia Avenue Grade Separation
10 PARCEL: 0784-013B
11 APN: 172-390-044 (Portion)

12
13 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

14 This Temporary Construction Easement Agreement ("Agreement") is made by
15 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
16 California, ("County") and Kevin Brian Aicklen, a married man as his sole and separate
17 property as to an undivided 1/2 interest and Daniel R. Aicklen and Deborah A. Aicklen,
18 husband and wife, as joint tenants, as to an undivided 1/2 interest ("Grantor"). County
19 and Grantor are sometimes collectively referred to as "Parties."

20 1. The right is hereby granted to County to enter upon and use the land of
21 Grantor in the County of Riverside, State of California, described as portion of
22 Assessor's Parcel Number 172-390-044, highlighted on Attachment "1," attached
23 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
24 accomplish the construction of Magnolia Avenue Grade Separation Project.

25 2. The temporary construction easement, used during construction of the
26 Project, referenced as Parcel No. 0784-013B consisting of approximately .056 acres or
27 2,422 square feet as designated on Attachment "2," attached hereto, and made a part
28 hereof ("TCE Area").

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

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

9 5. County agrees to protect in place Item 1 listed in Attachment "3,"
10 attached hereto and made a part hereof.

11 6. County agrees to replace in like kind Item 2 listed in Attachment "3" at
12 County's sole cost.

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

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

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

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

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

28 12. This Agreement supersedes any and all other prior agreements or

1 understandings, oral or written, in connection therewith.

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

5 14. County shall pay to the order of Grantor the sum of Three Thousand One
6 Hundred Dollars (\$3,100) for the right to enter upon and use the TCE Area in
7 accordance with the terms hereof.

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

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

16 ///

17 ///

18 ///

19 (SIGNATURES ON NEXT PAGE)
20
21
22
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24
25
26
27
28

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

3 Dated: _____

GRANTOR:

4 **KEVIN BRIAN AICKLEN, A MARRIED**
5 **MAN AS HIS SOLE AND SEPARATE**
6 **PROPERTY AS TO AN UNDIVIDED 1/2**
7 **INTEREST**

8 By: 
9 Kevin Brian Aicklen

10 **DANIEL R. AICKLEN AND DEBORAH**
11 **A. AICKLEN, HUSBAND AND WIFE,**
12 **AS JOINT TENANTS, AS TO AN**
13 **UNDIVIDED 1/2 INTEREST**

14 By: _____
15 Daniel R. Aicklen

16 By: _____
17 Deborah A. Aicklen

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

20 ATTEST:
21 Kecia Harper-Ihem
22 Clerk of the Board

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

26 By: _____
27 Deputy

28 APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Patricia Munroe
Deputy County Counsel

CAO:ra/100112/291TR/14.656 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.656.doc

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

3 Dated: _____

GRANTOR:
KEVIN BRIAN AICKLEN, A MARRIED
MAN AS HIS SOLE AND SEPARATE
PROPERTY AS TO AN UNDIVIDED 1/2
INTEREST

By: _____
Kevin Brian Aicklen

DANIEL R. AICKLEN AND DEBORAH
A. AICKLEN, HUSBAND AND WIFE,
AS JOINT TENANTS, AS TO AN
UNDIVIDED 1/2 INTEREST

By: *Daniel R. Aicklen*
Daniel R. Aicklen

By: *Deborah A. Aicklen*
Deborah A. Aicklen

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

By: *John F. Tavaglione*
John F. Tavaglione, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *Karen Boyton*
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: *Patricia Munroe*
Patricia Munroe
Deputy County Counsel

CAO:ra/100112/291TR/14.656 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.656.doc

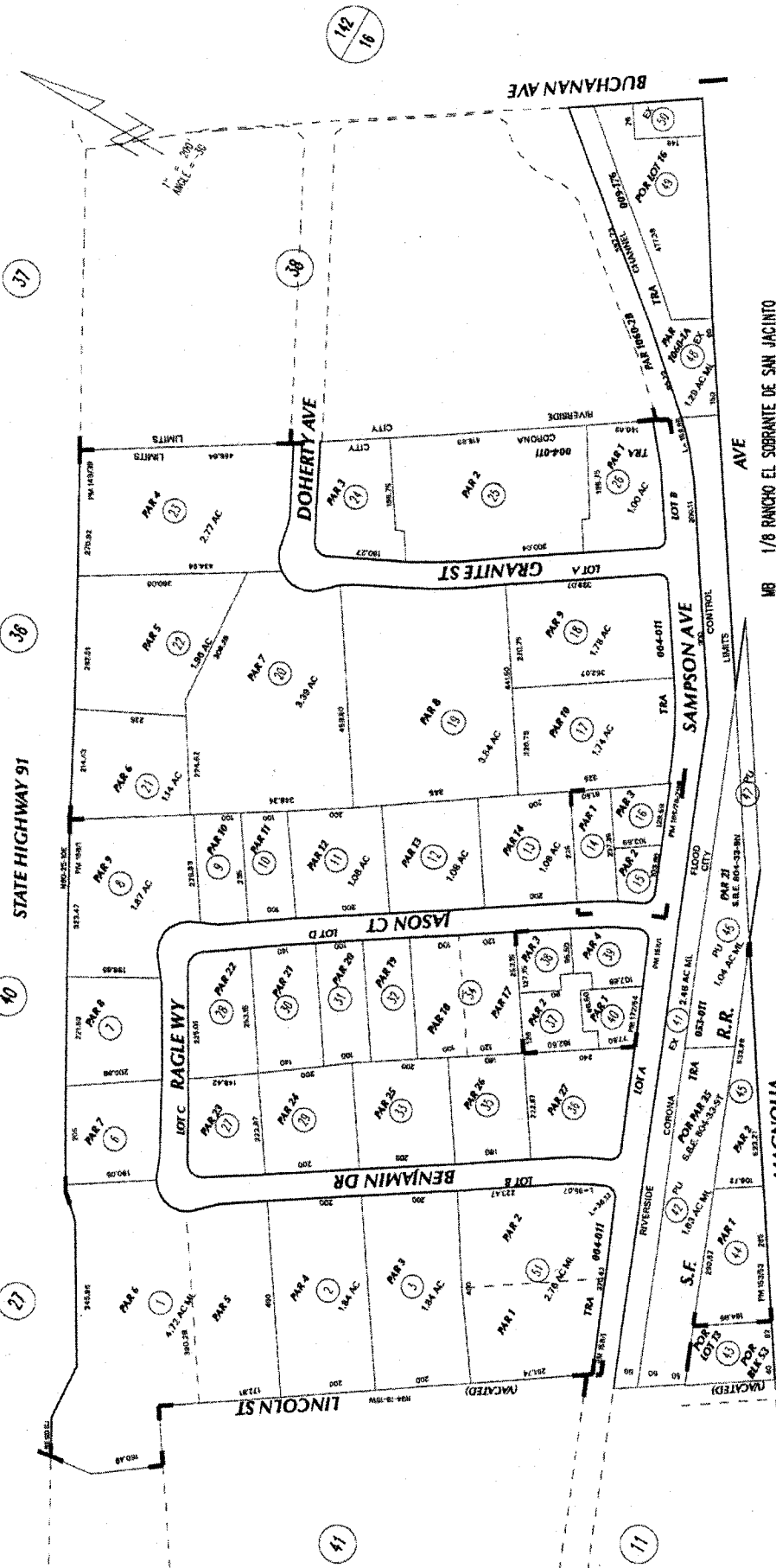
172-39
139-23

T.R.A. 004-011
009-175
053-001

SEC. 21 28 29 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 SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

AUG 17 2006



- WB 1/8 RANCHO EL SOBRANTE DE SAN JACINTO
- WB 1/44 RESUB. RIVERSIDE LAND & IRRIGATING COMPANY
- PM 133/22-24 PARCEL MAP NO. 20451
- PM 149/39-42 PARCEL MAP NO. 22751
- PM 153/53-55 PARCEL MAP NO. 23359
- PM 156/1-5 PARCEL MAP NO. 20688
- PM 165/78-79 PARCEL MAP NO. 24692
- PM 172/54-56 PARCEL MAP NO. 25374

AUG 30 2005

DATE	FILE NUMBER	PREPARED BY
8/17/06	172-39	A.S.

Aug 2006

135
17

DATE: INT. E/W MAP 08/15/05, 08/15/01

ASSESSOR'S MAP 08172 PG. 39
Riverside County, Calif.

LCY

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-013B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP 23359, ON FILE IN BOOK 153, PAGES 53 THROUGH 55, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT NORTHWESTERLY 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;

THENCE N 33°36'46" W, ALONG THE NORTHWESTERLY PROLONGATION OF SAID CENTERLINE OF LINCOLN AVENUE, A DISTANCE OF 66.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE;

THENCE N 56°22'11" E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 122.00 FEET TO THE MOST-SOUTHERLY CORNER OF SAID PARCEL 1;

THENCE N 33°36'46" W ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 6.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 33°36'46" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 8.50 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 81.00 FEET NORTHWESTERLY 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 284.99 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1;

THENCE S 33°36'46" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 8.50 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 72.50 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 284.99 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,422 SQUARE FEET, OR 0.056 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





PARCEL 1

EXHIBIT "B"

PM 153/53-55

INST #065066
REC. 2/27/1991

APN 172-390-044

PARCEL
0784-013B

2,422 SQ.FT.
0.056 AC.

RANCHO EL SOBRANTE
DE SAN JACINTO

T.P.O.B.

P.O.C.

COUNTY OF RIVERSIDE

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

LINE DATA

- ① N 33°36'46" W - 6.50'
- ② N 33°36'46" W - 8.50'
- ③ S 33°36'46" E - 8.50'

- ① PCL NO. 6, RW PER BOOK 385 PGS 353-355, OF DEEDS, REC. 11/22/1913
- ② RW VACATED PER S.M.B. 12 PG 283 DATED 6/18/1913 & QUITCLAIMED TO PAC. ELEC. RAILWAY CO. REC.11/5/1913, IN BOOK 385 PGS. 232-239, OF DEEDS RIV. CO.
- ③ 1948 ROAD BOOK R/W PER RESOLUTION, SUPERVISOR MINUTES BOOK 40, PAGES 239-240 REC. 5/3/1948
- ④ RW PER INST. #107674, REC. 10/22/1969, RIV. CO.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0784-013B

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: *James P. Paul* DATE: 1/12/2012

SHEET 1 OF 1 SHEET

ATTACHMENT "3"

Item	Description	Cost
1	1 – Light Pole	Protect in Place
2	Approx. 2,423 Sq. Ft. Asphalt / Concrete Paving	Contractor to replace in like kind