

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

227A 

FROM: Economic Development Agency/Facilities Management and Transportation Department

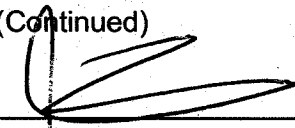
SUBMITTAL DATE:
June 7, 2012

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

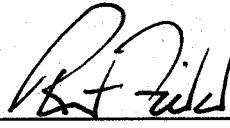
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Easement Agreement for Parcel 0784-017A within a portion of Assessor's Parcel Number 142-160-023;
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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 29,310	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

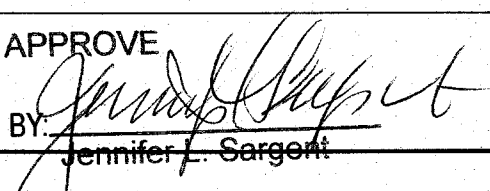
COMPANION ITEM ON BOARD AGENDA: No

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

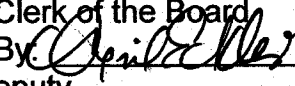
County Executive Office Signature

BY: 
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: June 19, 2012
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

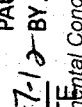
Prev. Agn. Ref.:

District: 1/1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.18

FISCAL PROCEDURES APPROVED
 FORM APPROVED COUNTY COUNSEL
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY:  5-7-12
 DATE: 5-7-12
 DEPARTMENTAL CONCURRENCE
 SAMUEL WONG
 SYNTHIA M. GUNZEL

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

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$12,410 to temporarily acquire a portion of Assessor's Parcel Number 142-160-023 and \$16,900 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 temporary rights of a portion of Assessor's Parcel Number 142-160-023 with Heitman Holdings, Inc., a California corporation for the price of \$12,410. There are costs of \$16,900 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 easement of a portion of Assessor's Parcel Number 142-160-023:

Temporary Construction Easement:	\$12,410
Estimated Title and Escrow Charges:	\$ 0
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 4,500
EDA/FM Real Property Staff Time:	\$12,000
Total Estimated Acquisition Costs:	\$29,310

(Continued)

FINANCIAL DATA: (Continued)

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 2011/12. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachments:

Temporary Construction Easement Agreement

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

3
4 Heitman Holdings, Inc., a California corporation
5 ("Grantor")

6
7 PROJECT: Magnolia Avenue Grade Separation
8 PARCEL: 0784-017A
9 APN: 142-160-023 (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 Heitman Holdings, Inc., a California corporation ("Grantor").
15 County and Grantor are sometimes collectively referred to as "Parties".

16 1. The right is hereby granted to County to enter upon and use the land of
17 Grantor in the County of Riverside, State of California, described as portion of
18 Assessor's Parcel Number 142-160-023, highlighted on Attachment "1", attached
19 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
20 accomplish the construction of Magnolia Avenue Grade Separation Project.

21 2. The temporary construction easement, used during construction of the
22 Project, referenced as Parcel No. 0784-017A consisting of approximately .087 acres or
23 3,784 square feet as designated on Attachment "2", attached hereto, and made a part
24 hereof ("TCE Area").

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

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

5 5. The right to enter upon and use TCE Area includes the right to remove
6 and dispose of Items 1 and 2 listed in Attachment "3". Payment to the Grantor for
7 Items 1 and 2 listed Attachment "3" are included in Paragraph 14 of this Agreement.

8 6. Grantor shall retain the contractor(s) for Items 1 and 2 of Attachment "3"
9 and directly compensate each contractor for all costs, fees, and/or expenses. The
10 County is not responsible for any payment to the selected contractor(s) and Grantor
11 shall indemnify, defend, protect, and hold County, its officers, employees, successors,
12 and assigns free and harmless from and against any and all claims, liabilities,
13 penalties, forfeitures, losses or expenses, including without limitations, attorney's fees,
14 whatsoever arising from or cause in whole or in part, directly or indirectly, by any
15 actions of the said contractors.

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

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

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

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

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

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

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

8 14. County shall pay to the order of Grantor the sum of Twelve Thousand
9 Four Hundred Ten Dollars (\$12,410) for the right to enter upon and use the TCE Area
10 in accordance with the terms hereof.

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

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

19 ///
20 ///
21 ///

(SIGNATURES ON NEXT PAGE)

22
23
24
25
26
27
28

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

3
4 Dated: 3/20/12

5 GRANTOR:

6
7 HEITMAN HOLDINGS, INC., A
8 CALIFORNIA CORPORATION

9 By: Frank C. Heitman

10 Name: FREDERIC C. HEITMAN

11 Its: PRESIDENT

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

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

19 By: [Signature]
20 John F. Tavaglione, Chairman
21 Board of Supervisors

22 By: [Signature]
23 Deputy

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

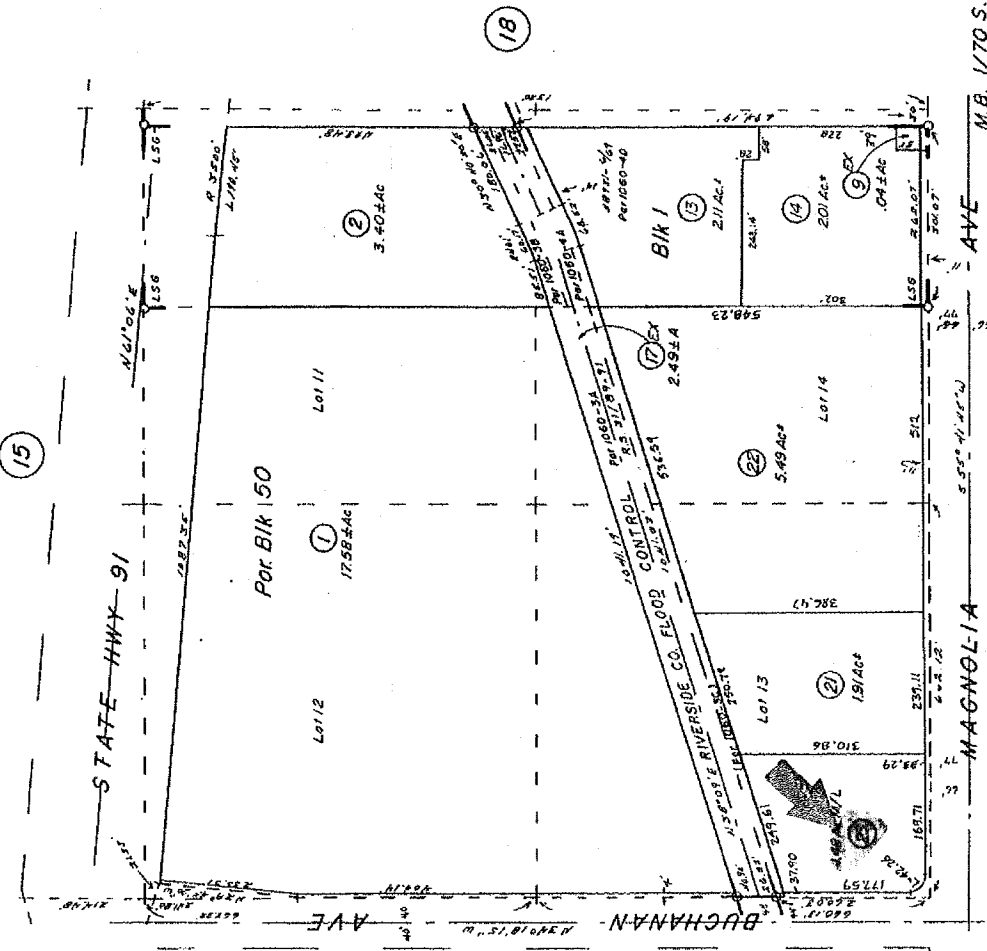
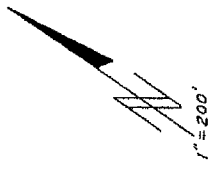
27 By: Synthia M. Gunzel
28 Cynthia M. Gunzel
Deputy County Counsel

CAO:s\031512\291TR\14.750 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.750.doc

ATTACHMENT "1"
Assessor's Plat Map

T.R.A. 009-023 142-16
6-41, 42

POR. CITY OF RIVERSIDE
(POR. T3S, R6W)



MAY 03 2002

DATE	FILE NO.	REV. NO.
1/26	7	9
10/26/00	10	10
10/26/00	11	11
3/17/01	12	12
1/23	13	13
4/28	14	14
5/16	15	15
5/28	16	16
5/28	17	17
5/28	18	18
5/28	19	19
5/28	20	20
5/28	21	21
5/28	22	22
5/28	23	23

M.B. 1/70 S.B.R.L. B.I. Co.
M.B. 11/42-50 La Sierra Gardens
R.S. 3/1/89-91

JUL. 1974

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

IMPORTANT: This is not a plat or survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Stewart Title Co.

ASSESSOR'S MAP BK 142 PG 16
RIVERSIDE COUNTY, CALIF.

DATA: RS 15/21
RD. MAP HWY 91
RS 104/77
LLA 13-978

ATTACHMENT "2"

Parcel 0784-017A

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-017A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF "PARCEL A" OF GRANT DEED RECORDED JANUARY 30, 2007 AS INSTRUMENT NUMBER 2007-0068525, OFFICIAL RECORDS OF THE RECORDER OF THE COUNTY OF RIVERSIDE, 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 BUCHANAN STREET (44.00 FOOT NORTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 13, 1998,, AS INSTRUMENT NUMBER 52363, OFFICIAL RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 33°37'31"W ALONG SAID CENTERLINE OF BUCHANAN STREET, A DISTANCE OF 97.12 FEET;

THENCE N 56°22'29" E, A DISTANCE OF 44.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID BUCHANAN STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 33°37'31" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 129.89 FEET;

THENCE N 56°22'29" E, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH A DISTANT 54.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUCHANAN STREET;

THENCE S 33°37'31"E ALONG SAID PARALLEL LINE, A DISTANCE OF 123.12 FEET;

THENCE S 89°22'20" E, A DISTANCE OF 29.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 87.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE N 56°22'04"E ALONG SAID PARALLEL LINE, A DISTANCE OF 203.19 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID "PARCEL A";

THENCE S 33°37'31"E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE MOST EASTERLY CORNER OF SAID "PARCEL A", BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE;

THENCE S 56°22'04" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 202.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 40.50 FEET AND AN INITIAL RADIAL BEARING OF S 33°37'19" E;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 59°46'06", AN ARC DISTANCE OF 42.25 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3,784 SQUARE FEET, OR 0.087 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"

TEMPORARY CONSTRUCTION EASEMENT

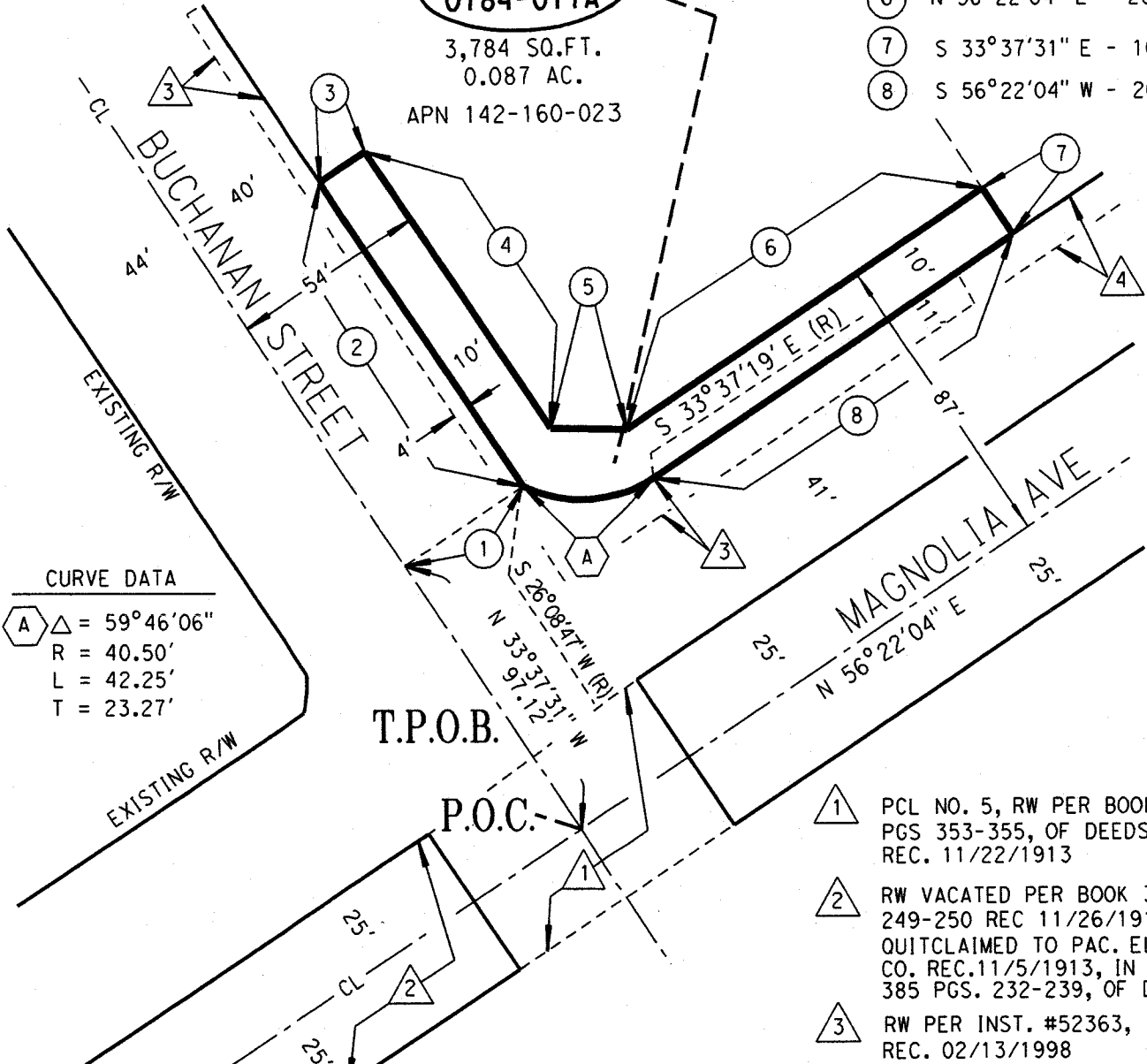
INST #2007-0068525
REC. 1/30/2007

LINE DATA

- ① S 56°22'29" W - 44.00'
- ② N 33°37'31" W - 129.89'
- ③ N 56°22'29" E - 10.00'
- ④ S 33°37'31" E - 123.12'
- ⑤ S 89°22'20" E - 29.99'
- ⑥ N 56°22'04" E - 203.19'
- ⑦ S 33°37'31" E - 10.00'
- ⑧ S 56°22'04" W - 202.99'



PARCEL
0784-017A
3,784 SQ.FT.
0.087 AC.
APN 142-160-023



CURVE DATA

A $\Delta = 59^\circ 46' 06''$
R = 40.50'
L = 42.25'
T = 23.27'

- ① PCL NO. 5, RW PER BOOK 385 PGS 353-355, OF DEEDS, REC. 11/22/1913
- ② RW VACATED PER BOOK 386 PGS 249-250 REC 11/26/1913 & QUITCLAIMED TO PAC. ELEC. RY. CO. REC. 11/5/1913, IN BOOK 385 PGS. 232-239, OF DEEDS
- ③ RW PER INST. #52363, REC. 02/13/1998
- ④ RW PER INST. #152336 REC. 12/8/1976

RANCHO EL SOBRANTE
DE SAN JACINTO

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0784-017A

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

SHEET 1 OF 1 SHEET

ATTACHMENT "3"

Item	Description	Cost
1	3,262 square feet of lawn area @ \$1.40 per square feet	\$4,567
2	2 large deciduous trees @ \$1,500 each	\$3,000
	Total Landscape/Hardscape Items	\$7,567