



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

126  
A

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

**SUBMITTAL DATE:**  
December 18, 2012

**SUBJECT:** Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the  
Sunset Avenue Grade Separation Project

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

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0529-003A and Temporary Construction Easement Agreement for Parcel 0529-003B, all within a portion of Assessor's Parcel Number 537-090-063;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(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:	\$ 64,620	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

<b>SOURCE OF FUNDS:</b> 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 Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: January 8, 2013  
 xc: EDA, Transp., Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: [Signature]  
 Deputy

Prev. Agn. Ref.: N/A

District: 5/5

Agenda Number: 3-9

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY SEL  
 BY: Patricia Munroe 11/15/12  
 Departmental Concurrent  
 FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 12/17/12  
 SAMUEL WONG

**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 \$12,820 to purchase Parcel 0529-003A, \$10,900 for a temporary construction easement on Parcels 0529-003B, \$18,000 for loss of goodwill, all within a portion of Assessor's Parcel Number 537-090-063, and \$22,900 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 changes 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. This 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 5, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

(Continued)

**BACKGROUND:** (Continued)

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of permanent and temporary rights of a portion of Assessor's Parcel Number 537-090-063 from George Pearson (Pearson), including loss of goodwill, for the price of \$41,720. There are costs of \$22,900 associated with this transaction. Pearson will execute an Easement Deed in favor of the City of Banning for a portion of Assessor's Parcel Number 537-090-063 for road and utility purposes referenced as Parcel 0529-003A.

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 acquisition, temporary construction easement, and loss of goodwill of a portion of Assessor's Parcel Number 537-090-063:

Acquisition	\$12,820
Temporary Construction Easement	\$10,900
Loss of Goodwill	\$18,000
Estimated Title and Escrow Charges	\$ 2,000
Preliminary Title Report	\$ 400
County Appraisal	\$ 8,500
EDA/FM Real Property Staff Time	\$12,000
Total Estimated Acquisition Costs	\$64,620

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) 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 costs will be incurred as a result of this transaction.

**Attachments:**

- Right of Way Acquisition Agreement
- Temporary Construction Easement Agreement

1 PROJECT: Sunset Avenue Grade Separation

2 PARCEL: 0529-003A

3 APN: 537-090-063 (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 George A. Pearson, as his sole and separate property ("Grantor").  
9 County and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the City of  
12 Banning, County of Riverside, State of California, as depicted on the Plat Map  
13 identified as Attachment "1," attached hereto and made a part hereof. The real  
14 property consisting of .42 acres of land and is improved with a Chevron gas station and  
15 is also known as Assessor's Parcel Number: 537-090-063 ("Property"); and

16 WHEREAS, Grantor desires to sell to the County and the County desire to  
17 purchase a portion for an easement for road and utility purposes, including drainage  
18 purposes in the Property ("ROW"), for the purpose of constructing the Sunset Avenue  
19 Grade Separation Project ("Project") as follows: a Road and Utility Easement Deed in  
20 favor of the City of Banning referenced as Parcel 0529-003A and described on  
21 Attachment "2" attached hereto and made a part hereof; pursuant to the terms and  
22 conditions set forth herein; and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a  
24 Temporary Construction Easement Agreement to grant County the right to temporarily  
25 use portions of the Property, as described therein, for the construction of the Project;  
26 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 Eighteen Thousand Dollars (\$18,000) for "loss of  
11 goodwill," which is further described in Paragraph 3 below, and Twelve Thousand Eight  
12 Hundred Twenty Dollars (\$12,820) for the acquisition of ROW, for a total purchase  
13 price of Thirty Thousand Eight Hundred Twenty Dollars (\$30,820) (the "Purchase  
14 Price"), which is specifically agreed by the Parties to be the full amount of  
15 compensation due and owing to Grantor for the ROW, conveyed by said deed, when  
16 title to said ROW vests in County free and clear of all liens, encumbrances, easements,  
17 leases (recorded or unrecorded), and taxes except those encumbrances and  
18 easements which, in the sole discretion of the County, are acceptable, except:

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

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

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

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

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 canceled pursuant to the  
5 provisions of Section 5081 et. Seq., of the Revenue and  
6 Taxation Code.

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

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

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

19 E. Pay Grantor for the items listed in Attachment "3." The amount is  
20 included in Paragraph 1B above.

21 2. Grantor shall:

22 A. Execute and acknowledge and will deliver to Craig Olsen, Real  
23 Property Agent for the County or to the designated escrow company, a Road and Utility  
24 Easement Deed in favor of the City of Banning dated \_\_\_\_\_ identified as Parcel  
25 Number 0529-003A;

26 B. Indemnify, defend, protect, and hold the County of Riverside, its  
27 Agencies, Districts, Departments, their respective directors, Board of Supervisors,  
28 elected and appointed officials, employees, agents, representatives, successors, and

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

17         3. It is understood and agreed between the Parties hereto, that included in  
18 the Purchase Price under Paragraph 1B above, is the amount of Eighteen Thousand  
19 Dollars (\$18,000) to compensate Grantor for any and all loss of goodwill related to the  
20 closure of the Sunset Avenue driveway connected to the Property. Grantor agrees and  
21 acknowledges that the statute which authorizes this payment also provides that  
22 compensation for such loss will not be duplicated in the compensation otherwise  
23 awarded to the Grantor. However, Grantor may be entitled to additional compensation  
24 for loss of goodwill, as set forth in Paragraph 4, related to the closure of the sunset  
25 Avenue on and off ramps, related to the Project.

26         4. In addition, the County acknowledges that the Grantor, as owner of a  
27 business located on Property, a portion of which is to be acquired for a public  
28 improvement, may be additionally compensated for the loss of goodwill to the business

1 specifically related to the closure of the east bound on and off ramp (anticipated to be  
2 closed for 4-6 months), and west bound on and off ramp (anticipated to be closed for 4  
3 weeks), provided the Grantor, as owner of the business, establishes that:

4           A.     The loss is caused by the acquiring of the Property or the injury to  
5 the remaining Property.

6           B.     The loss cannot reasonably be prevented by a relocation of the  
7 business or by taking steps and adopting procedures that a reasonably prudent person  
8 would take and adopt in preserving goodwill.

9           C.     Compensation for the loss will not be included in payment under  
10 Section 7267 of the Government Code (Relocation Assistance Program).

11           D.     Compensation for the loss described in Paragraph 3 will not be  
12 duplicated in the compensation otherwise awarded to the Grantor under this Paragraph  
13 4. The Parties agree that any additional loss pursuant to this Paragraph 4 would be  
14 offset by the Eighteen Thousand Dollars (\$18,000) already awarded herein.

15           E.     It is further understood and agreed that the Grantor, as required by  
16 State law, shall make the State tax returns of the business available for audit solely for  
17 the purpose of assisting and determining the amount of compensation to be paid for  
18 the loss of goodwill, if any.

19           F.     It is further understood and agreed that compensation, if any, for the  
20 loss of goodwill pursuant to this Paragraph 4, shall be payable to the Grantor at a later  
21 date following the establishment of proof of such loss from the funds allocated for the  
22 Sunset Avenue Grade Separation Project. Claims for such loss must be submitted to  
23 the County of Riverside (EDA), on behalf of the Transportation Department, should be  
24 made by June, 2015 or six months from the end of the Project, whichever is later.

25           G.     It is further understood and agreed that, if Grantor and County cannot  
26 reach agreement on compensation, if any, for the loss of goodwill within one (1) year  
27 after the submittal of the claim, the County shall file a declaratory relief action in  
28 superior court in Riverside for the purpose of determining compensation, if any, for loss



1 of Grantor's business goodwill. It is understood that the sole issues to be determined  
2 in any declaratory relief action will be those contained in the Code of Civil Procedure  
3 section 1263.510 including the amount of compensation, if any, for Grantor's loss of  
4 business goodwill and that no other issues will be raised by Grantor therein or in  
5 preliminary proceedings thereto challenging the public use or necessity of the Project,  
6 or the utilization of the Grantor's property.

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

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

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

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

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

1           10.     This Agreement is the result of negotiations between the parties and is  
2 intended by the parties to be a final expression of their understanding with respect to  
3 the matters herein contained. This Agreement supersedes any and all other prior  
4 agreements and understandings, oral or written, in connection therewith. No provision  
5 contained herein shall be construed against the County solely because it prepared this  
6 Agreement in its executed form.

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

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

15  
16   (SIGNATURES ON NEXT PAGE)  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

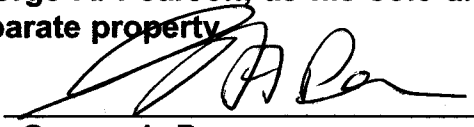
1           13. This Agreement may be signed in counterpart or duplicate copies,  
2 and any signed counterpart or duplicate copy shall be equivalent to a signed original  
3 for all purposes.

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

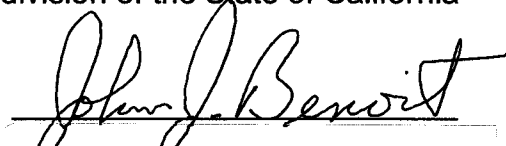
6 Dated: \_\_\_\_\_

7 GRANTOR:

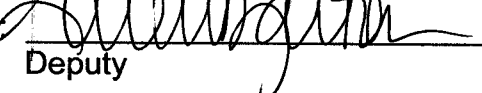
8 **George A. Pearson, as his sole and**  
9 **separate property**

10 By:   
11 George A. Pearson

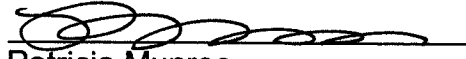
12 COUNTY OF RIVERSIDE, a political  
13 subdivision of the State of California

14 By:   
15 John J. Benoit, Chairman  
16 Board of Supervisors

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

17 By:   
18 Deputy

19 APPROVED AS TO FORM:  
20 Pamela J. Walls  
21 County Counsel

22 By:   
23 Patricia Munroe  
24 Deputy County Counsel

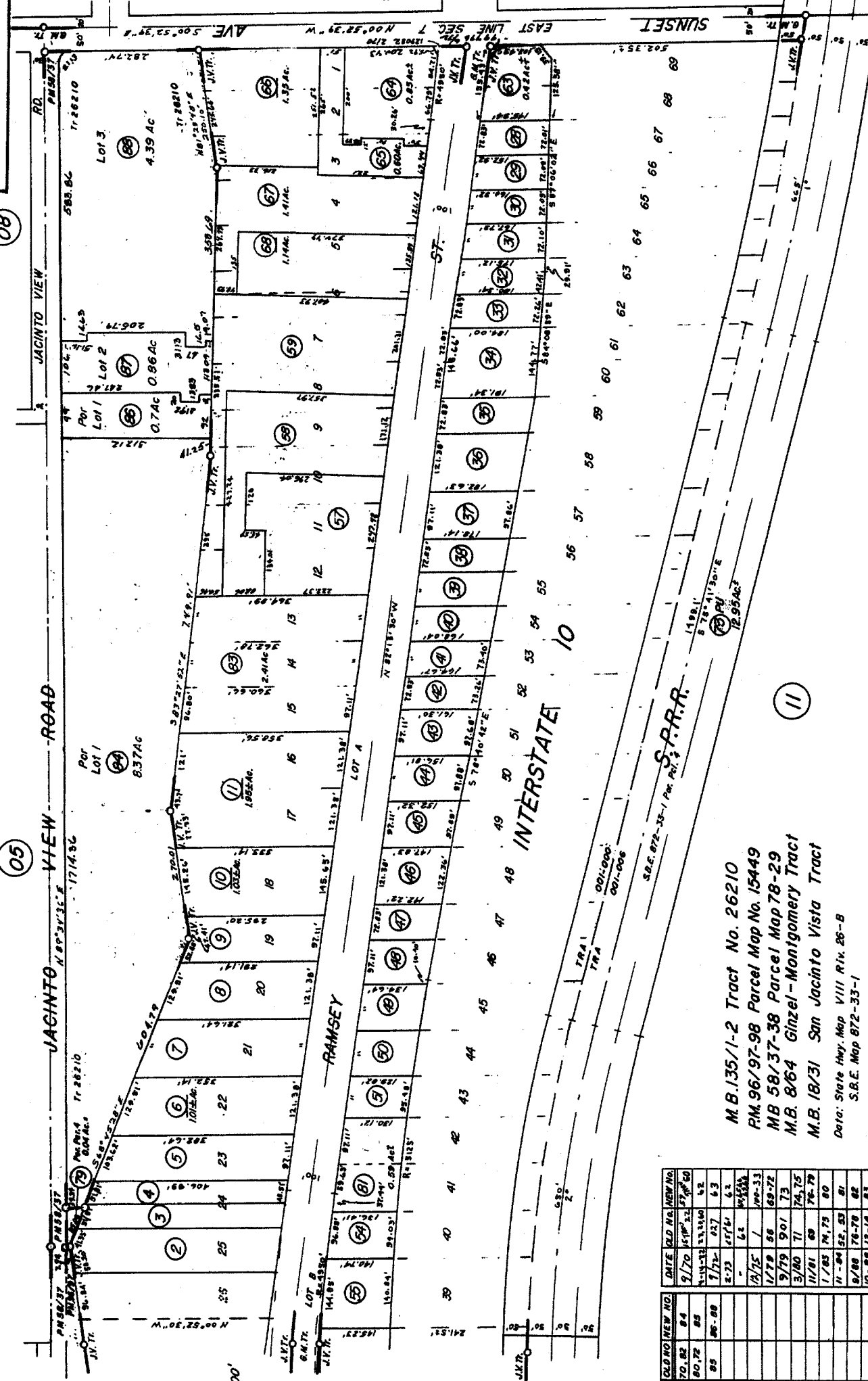
25  
26  
27 CO:ra/101812/310TR/14.792 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.792.doc

37-09

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

POR. E1/2 SEC. 7, T.3S., R.1E.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



OLD PARCEL NO.	DATE	OLD PAR. AREA	NEW NO.
70-82	9/70	65' x 32'	57-80
80-72	1-14-72	33' x 34'	62
85	7/72	627'	63
86-88	2-73	276'	62
	6-73	100-33	
	1/79	86	69-72
	9/79	901'	73
	3/80	71'	74, 75
	11/81	69'	76-79
	1/83	24.75'	80
	11-84	52.53'	81
	8/88	78-78'	82
	10-88	12-14'	83

M.B. 135/1-2 Tract No. 26210  
 RM. 96/97-98 Parcel Map No. 15449  
 MB 58/37-38 Parcel Map 78-29  
 M.B. 8/64 Ginzel-Montgomery Tract  
 M.B. 18/31 San Jacinto Vista Tract

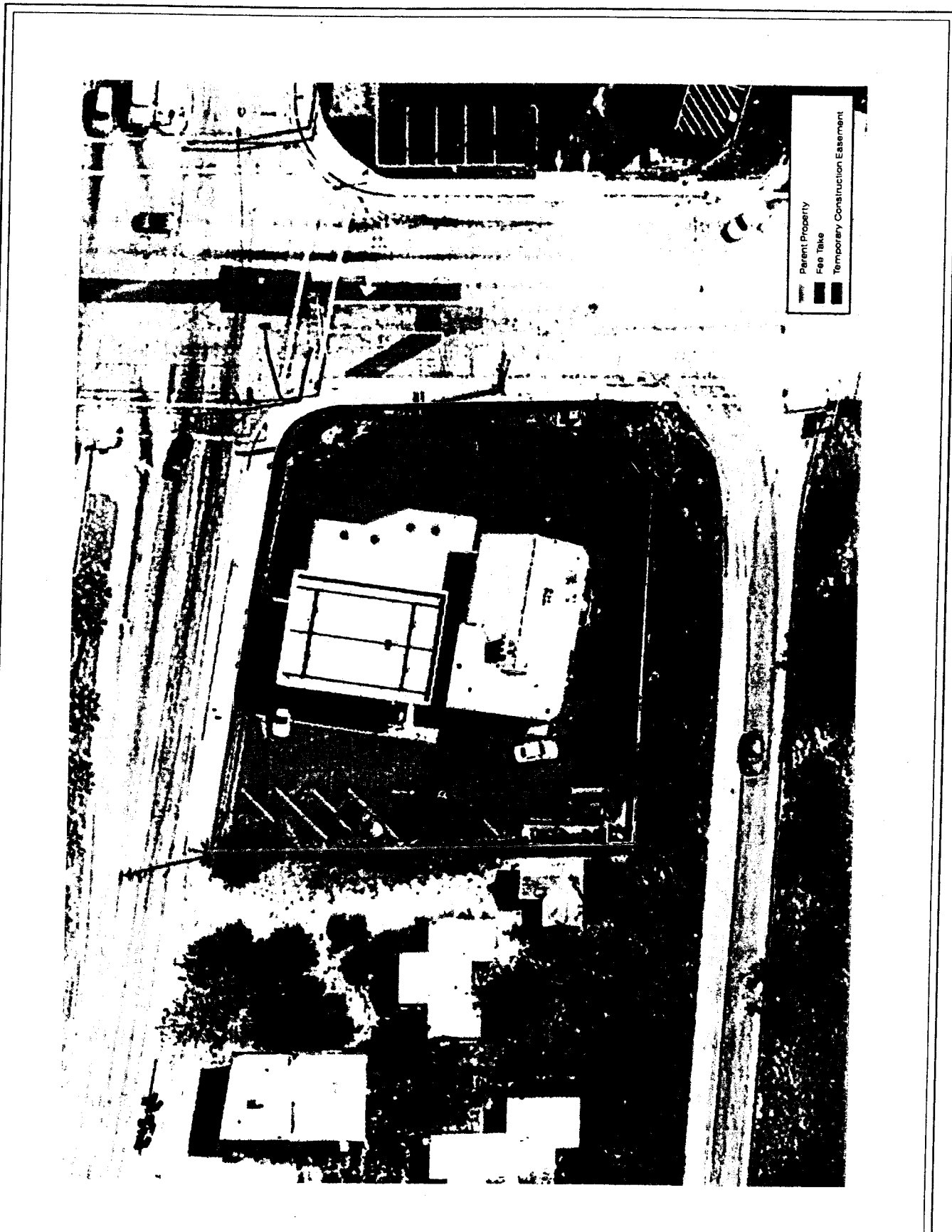
Date: State Hwy. Map VIII Rix 26-B  
 S.R.E. Map 872-33-1

## Attachment "2"

### Road and Utility Easement

1. A portion of APN: 537-090-063 Parcels 0529-003A in favor of the City of Banning

FOR ILLUSTRATION PURPOSES ONLY



**EXHIBIT "A"**  
**SUNSET AVENUE (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0529-003A**

BEING A PORTION OF LOT 69 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 N 81°16'37" W ALONG SAID CENTERLINE OF RAMSEY STREET, A DISTANCE OF 68.24 FEET;

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, S 08°43'23" W, A DISTANCE OF 25.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED TO THE CITY OF BANNING RECORDED JUNE 19, 1972 AS INSTRUMENT NUMBER 79776, SAID OFFICIAL RECORDS, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMSEY STREET, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND AN INITIAL RADIAL BEARING OF N 08°43'23" E, AND THE **TRUE POINT OF BEGINNING**;

THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 81°21'00", AN ARC DISTANCE OF 35.50 FEET TO A POINT OF TANGENCY WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNSET AVENUE;

THENCE S 00°04'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 83.20 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (VARIABLE HALF-WIDTH) AS SHOWN ON COUNTY MAP NUMBER 204, PAGES 87 THROUGH 108, INCLUSIVE;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE N 04°07'35" W, A DISTANCE OF 36.12 FEET;

THENCE N 21°23'54" W, A DISTANCE OF 6.45 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 55.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EAST LINE OF SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 28.00 FEET;

THENCE N 21°32'40" E, A DISTANCE OF 6.45 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 52.63 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EAST LINE OF SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 11.94 FEET;

THENCE N 40°26'17" W, A DISTANCE OF 24.12 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 26.15 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF RAMSEY STREET;

THENCE N 81°16'37" W ALONG SAID PARALLEL LINE, A DISTANCE OF 5.28 FEET;

THENCE N 08°43'23" E, A DISTANCE OF 1.15 FEET TO A POINT SAID SOUTHERLY RIGHT-OF-WAY LINE OF RAMSEY STREET;

**EXHIBIT "A"**  
**SUNSET AVENUE (GRADE SEPARATION)**  
**LEGAL DESCRIPTION (CONTINUED)**  
**0529-003A**

THENCE S 81°16'37" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.15 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 366 SQUARE FEET, OR 0.008 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: 12/11/2012





EXHIBIT "B"

SE 1/4 SECTION 7  
T3S, R1E, S.B.M.

RAMSEY STREET  
[STATE HIGHWAY]

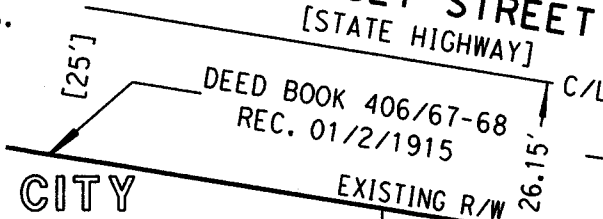
T.P.O.B.

MOST-N'LY CRNR "1"

RAMSEY STREET  
C/L

P.O.C.  
(C/L INTR)

N.T.S.



CITY OF BANNING

VESTING DEED  
INST. #037286  
REC. 02/3/1992

CURVE DATA

- A R = 25.00'
- Δ = 81°21'00"
- L = 35.50'
- T = 21.48'

- 1 CITY R/W (FEE)  
PER INST. #79776,  
REC. 6/19/1972

LINE DATA

- 1 S 08°43'23" W(R) - 25.00'
- 2 N 04°07'35" W - 36.12'
- 3 N 21°23'54" W - 6.45'
- 4 N 00°04'23" E - 28.00'
- 5 N 21°32'40" E - 6.45'
- 6 N 00°04'23" E - 11.94'
- 7 N 40°26'17" W - 24.12'
- 8 N 81°16'37" W - 5.28'
- 9 N 08°43'23" E - 1.15'
- 10 S 81°16'37" E - 2.15'
- 11 N 81°16'37" W - 10.12'
- 12 N 00°04'23" E - 28.46'

PARCEL 0529-003A

366 SQ.FT.  
0.008 AC.

APN 537-090-063

MB 18/31

69

(PORTION)

RIV. CO. MAP NO.  
204/87-108

[ ] - 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.

PROJECT: SUNSET AVENUE (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.

APPROVED BY: *Timothy F. Rayburn* DATE: 12/11/2012

PAR. NO.: 0529-003A

PREPARED BY: BCIII

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: C0-0529

SHEET 1 OF 1



Attachment "3"

Item	Description	Cost
1	180 SF Asphalt @ \$4.50 x 83%	\$674
2	82 LF planter curbing @ \$17.50 x 83%	\$1,191
3	186 SF Irrigation system @ \$1.15 x 83%	\$178
4	186 SF Landscaped area @ \$4.50	\$837
5	Parking sign	Relocated as part of the project
6	Monument sign	Relocated as part of the project
	Total Site Improvements	\$2,880

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

3  
4 George A. Pearson, as his sole and separate property  
5 (“Grantor”)

6  
7 PROJECT: Sunset Avenue Grade Separation  
8 PARCEL: 0529-003B  
9 APN: 537-090-063 (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 George A. Pearson, as his sole and separate property  
15 (“Grantor”). 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 537-090-063, 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 Sunset Avenue Grade Separation Project.

21 2. The temporary construction easement, used during construction of the  
22 Project, referenced as Parcel No. 0529-003B consisting of approximately .084 acres or  
23 3,671 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 and will reasonably not interfere with the ingress/egress of fuel trucks or  
4 motorized vehicles. County agrees not to damage the TCE Area in the process of  
5 performing such 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 Ten Thousand Nine  
27 Hundred Dollars (\$10,900) for the right to enter upon and use the TCE Area in  
28 accordance with the terms hereof.

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

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

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

(SIGNATURES ON NEXT PAGE)

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

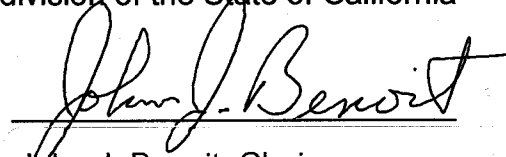
3 Dated: \_\_\_\_\_

4 GRANTOR:

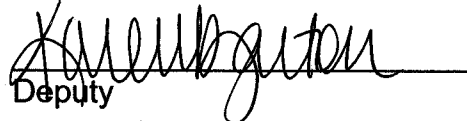
5  
6 **George A. Pearson, as his sole and  
separate property**

7 By:   
8 \_\_\_\_\_  
George A. Pearson

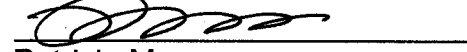
9  
10 COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

11  
12 By:   
13 \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

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

17 By:   
18 \_\_\_\_\_  
Deputy

19 APPROVED AS TO FORM:  
20 Pamela J. Walls  
21 County Counsel

22 By:   
23 \_\_\_\_\_  
24 Patricia Munroe  
25 Deputy County Counsel

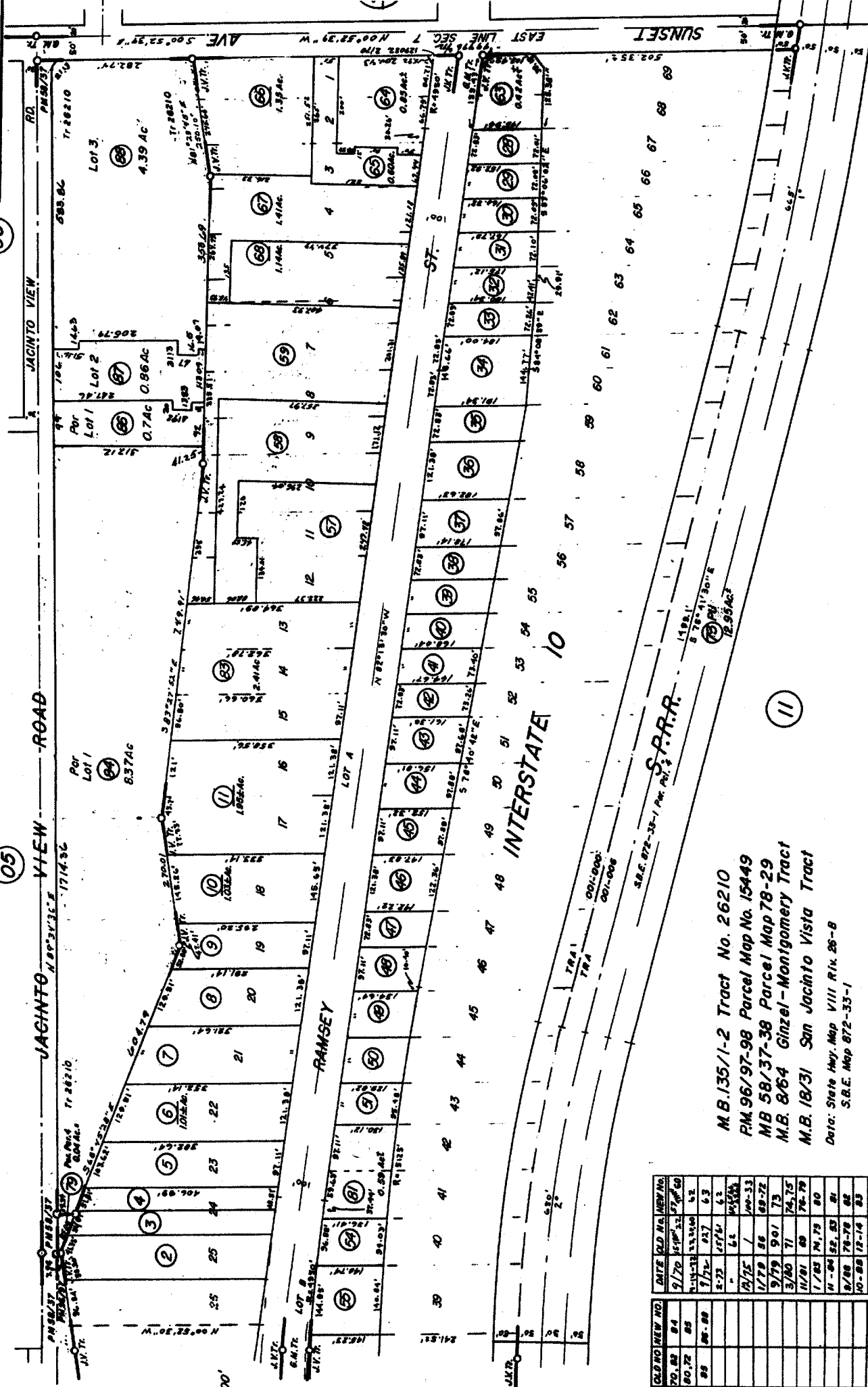
26  
27 CO:ra/101812/310TR/14.795 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.795.doc

37-09

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

POR. E 1/2 SEC. 7, T.35S, R.1E.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



M.B. 135/1-2 Tract No. 26210  
 RM. 96/97-98 Parcel Map No. 15449  
 MB 58/37-38 Parcel Map 78-29  
 M.B. 8/64 Ginzler - Montgomery Tract  
 M.B. 18/31 San Jacinto Vista Tract

Date: State Hwy. Map VIII R14. 28-8  
 S.E.E. Map 872-33-1

OLD NO	NEW NO	DATE	OLD NO	NEW NO
20, 22	24	9/70	15, 17	17, 19
20, 22	25	1/72	15, 17	17, 19
25	26, 28	7/72	23, 25	25, 27
		2-73	27, 29	29, 31
		1/75	31, 33	33, 35
		1/79	35, 37	37, 39
		9/79	39, 41	41, 43
		3/80	43, 45	45, 47
		11/81	47, 49	49, 51
		1/83	51, 53	53, 55
		11-84	55, 57	57, 59
		9/88	59, 61	61, 63
		10-88	63, 65	65, 67

ASSESSOR'S MAP BK. 537 PG. 66  
 RIVERSIDE COUNTY, CALIF.

**EXHIBIT "A"**  
**SUNSET AVENUE (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0529-003B**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF LOT 69 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 N 81°16'37" W ALONG SAID CENTERLINE OF RAMSEY STREET, A DISTANCE OF 68.24 FEET;

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, S 08°43'23" W, A DISTANCE OF 25.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED TO THE CITY OF BANNING RECORDED JUNE 19, 1972 AS INSTRUMENT NUMBER 79776, SAID OFFICIAL RECORDS, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMSEY STREET;

THENCE N 81°16'37" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.15 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE S 08°43'23" W, A DISTANCE OF 1.15 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 26.15 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF RAMSEY STREET;

THENCE S 81°16'37" E ALONG SAID PARALLEL LINE, A DISTANCE OF 5.28 FEET;

THENCE S 40°26'17" E, A DISTANCE OF 24.12 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 52.63 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EAST LINE OF SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 11.94 FEET;

THENCE S 21°32'40" W, A DISTANCE OF 6.45 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 55.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EAST LINE OF SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 28.00 FEET;

THENCE S 21°23'54" E, A DISTANCE OF 6.45 FEET;

THENCE S 04°07'35" E, A DISTANCE OF 36.12 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID SUNSET AVENUE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10 (VARIABLE HALF-WIDTH) AS SHOWN ON 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 25.73 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N 19°54'01" W, A DISTANCE OF 56.06 FEET;



EXHIBIT "A"  
SUNSET AVENUE (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)  
0529-003B

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE N 19°54'01" W, A DISTANCE OF 56.06 FEET;

THENCE N 08°08'15" E, A DISTANCE OF 24.66 FEET;

THENCE N 20°45'07" W, A DISTANCE OF 15.70 FEET;

THENCE N 07°39'02" E, A DISTANCE OF 34.88 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF RAMSEY STREET;

THENCE S 81°16'37" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.55 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3,671 SQUARE FEET, OR 0.084 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:                     12/4/2012                    



CITY OF BANNING

EXHIBIT "B"  
TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SECTION 7  
T3S, R1E, S.B.M.

T.P.O.B.

RAMSEY STREET  
C/L

P.O.C.  
(C/L INTR)

N.T.S.

[25']  
C/L [STATE HIGHWAY]  
DEED BOOK 406/67-68  
REC. 01/2/1915

CURVE DATA

(A) R = 25.00'  
Δ = 81°21'00" APN 537-1090-063  
L = 35.50'  
T = 21.48'

(1) CITY R/W (FEE)  
PER INST. #79776,  
REC. 6/19/1972

VESTING DEED  
INST. #037286  
REC. 02/3/1992

LINE DATA

- ① S 08°43'23" W(R) - 25.00'
- ② N 81°16'37" W - 2.15'
- ③ S 08°43'23" W - 1.15'
- ④ S 81°16'37" E - 5.28'
- ⑤ S 40°26'17" E - 24.12'
- ⑥ S 00°04'23" W - 11.94'
- ⑦ S 21°32'40" W - 6.45'
- ⑧ S 00°04'23" W - 28.00'
- ⑨ S 21°23'54" E - 6.45'
- ⑩ S 04°07'35" E - 36.12'
- ⑪ S 51°22'38" W - 25.73'
- ⑫ N 08°08'15" E - 24.66'
- ⑬ N 20°45'07" W - 15.70'
- ⑭ N 07°39'02" E - 34.88'
- ⑮ S 81°16'37" E - 13.55'
- ⑯ N 81°16'37" W - 10.12'
- ⑰ N 00°04'23" E - 28.46'

PARCEL  
0529-003B

3,671 SQ.FT.  
0.084 AC.

MB 18/31

RIV. CO. MAP NO.  
204/87-108

[ ] - 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.

PROJECT: SUNSET AVENUE (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.

APPROVED BY: *Timothy F. Rayburn* DATE: 12/14/2012

PAR. NO.: 0529-003B

PREPARED BY: BCIII

SCALE: N.T.S.

DATE: JANUARY, 2012

W.O. NO.: CO-0529

SHEET 1 OF 1

