

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

111A



FISCAL PROCEDURES APPROVED
 PAUL ANGLULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 4/8/13
 Lisette Rose

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 2/4/13
 PATRICIA MUNROE

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:

April 11, 2013

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 0784-004A and Temporary Construction Easement Agreement for Parcel 0784-004B, all within a portion of Assessor's Parcel Number 135-170-002;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 206,400 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/13 |

COMPANION ITEM ON BOARD AGENDA: No

| | | |
|-------------------------------------|---|--------------------------|
| SOURCE OF FUNDS: TUMF (100%) | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: *[Signature]*
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 23, 2013
xc: EDA, Transp., Auditor

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

3-16

Prev. Agn. Ref.: 3.21 of 9/11/12, 9.9 of 10/16/12 | **District:** 2/2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 \$153,250 to acquire Parcel 0784-004A and \$6,750 to temporarily acquire Parcel 0784-004B all within a portion of Assessor's Parcel Number 135-170-002 and \$46,400 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 135-170-002 with the Betty Wickersham Trust (Wickersham Trust) for the price of \$160,000. There are costs of \$46,400 associated with this transaction. Wickersham Trust will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 135-170-002 referenced as Parcel 0784-004A.

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 135-170-002:

| | |
|---|------------------|
| Right of Way Acquisition: | \$153,250 |
| Temporary Construction Easement: | \$ 6,750 |
| Estimated Title and Escrow Charges: | \$ 5,000 |
| Preliminary Title Report: | \$ 400 |
| County Appraisal: | \$ 6,000 |
| Owner Appraisal: | \$ 5,000 |
| EDA/FM Real Property Staff Time: | \$ 30,000 |
| Total Estimated Acquisition Costs: | \$206,400 |

EDA/FM has already covered the costs for due diligence (appraisals 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: 0784-004A

3 APN: 135-170-002 (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 Betty H. Wickersham, Trustee of the Betty H. Wickersham Trust dated
9 4/5/84, as sole owner ("Grantor"). County and Grantor are sometimes collectively
10 referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located in the
13 unincorporated area of Riverside, County of Riverside, State of California, as depicted
14 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
15 The real property consisting of .23 acres of land and improved with a single story
16 industrial building and is also known as Assessor's Parcel Number: 135-170-002
17 ("Property"); and

18 WHEREAS, Grantor is compelled to sell to the County and the County is
19 compelled to acquire an easement for public road and utility purposes, including
20 drainage purposes, in the Property ("ROW"), for the purpose of constructing the
21 Magnolia Avenue Grade Separation Project ("Project") as follows: an Easement Deed
22 in favor of County referenced as Parcel 0784-004A and described on Attachment "2"
23 attached hereto and made a part hereof; for which County has the authority to exercise
24 the power of eminent domain;

25 WHEREAS, Grantor and County recognize the expense, time, effort, and risk to
26 both Parties in determining the compensation for the property by eminent domain
27 litigation. The compensation set forth for the portion of the Property is in compromise
28

1 and settlement, in lieu of such litigation, pursuant to the terms and conditions set forth
2 herein; and

3 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
4 Temporary Construction Easement Agreement to grant County the right to temporarily
5 use portions of the Property, as described therein, for the construction of the Project;
6 and

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

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

12 1. County shall:

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

15 B. Pay to the undersigned Grantor(s) by tendering payment to the
16 Escrow Holder in the amount of One Hundred Fifty-Three Thousand Two Hundred Fifty
17 Dollars (\$153,250) ("Purchase Price"), which is specifically agreed by the Parties to be
18 the full amount of compensation due and owing to Grantor for the ROW, conveyed by
19 said deed, when title to said ROW vests in County free and clear of all liens,
20 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
21 encumbrances and easements which, in the sole discretion of the County, are
22 acceptable, except:

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

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

28

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

4 d. All other taxes owed whether current or delinquent are to be
5 current.

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

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

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

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

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

22 E. Pay Grantor for the item 1 listed in Attachment "3." The amount is
23 included in Paragraph 1B above.

24 F. Relocate the business sign described in Attachment "3" at
25 County's sole cost.

26 2. Grantor shall:

27 A. Execute and acknowledge and will deliver to Craig Olsen, Real
28 Property Agent for the County or to the designated escrow company, an Easement

1 Deed in favor of the County dated _____ identified as Parcel Number 0784-
2 004A;

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

22 C. Be obligated hereunder to include without limitation, and whether
23 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
24 detoxification, or decontamination of the parcel, and the preparation and
25 implementation of any closure, remedial action, or other required plans in connection
26 therewith, and such obligation shall continue under the parcel has been rendered in
27 compliance with applicable federal, state, and local laws, statutes, ordinances,
28 regulations, and rules.

1 3. Upon County's thirty (30) day written notice or sooner, relocate propane
2 tank at Grantor's sole cost. The propane tank should be relocated a minimum of 10
3 feet beyond the new right-of-way line.

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

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

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

21 7. This Agreement is made solely for the benefit of the Parties to this
22 Agreement and their respective successors and assigns, and no other person or entity
23 may have or acquired any right of virtue of this Agreement.

24 8. This Agreement shall not be changed, modified, or amended except upon
25 the written consent of the parties hereto.

26 9. This Agreement is the result of negotiations between the parties and is
27 intended by the parties to be a final expression of their understanding with respect to
28 the matters herein contained. This Agreement supersedes any and all other prior

1 agreements and understandings, oral or written, in connection therewith. No provision
2 contained herein shall be construed against the County solely because it prepared this
3 Agreement in its executed form.

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

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

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

15
16 (SIGNATURES ON NEXT PAGE)
17
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1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3 Dated: _____

4 GRANTOR:

5
6 BETTY H. WICKERSHAM, TRUSTEE
7 OF THE BETTY H. WICKERSHAM
8 TRUST DATED 4/5/84, AS SOLE
9 OWNER

10 By: Betty H. Wickersham
11 Betty H. Wickersham, Trustee

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

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

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

20 By: Kareington
21 Deputy

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

25 By: Patricia Munroe
26 Patricia Munroe
27 Deputy County Counsel

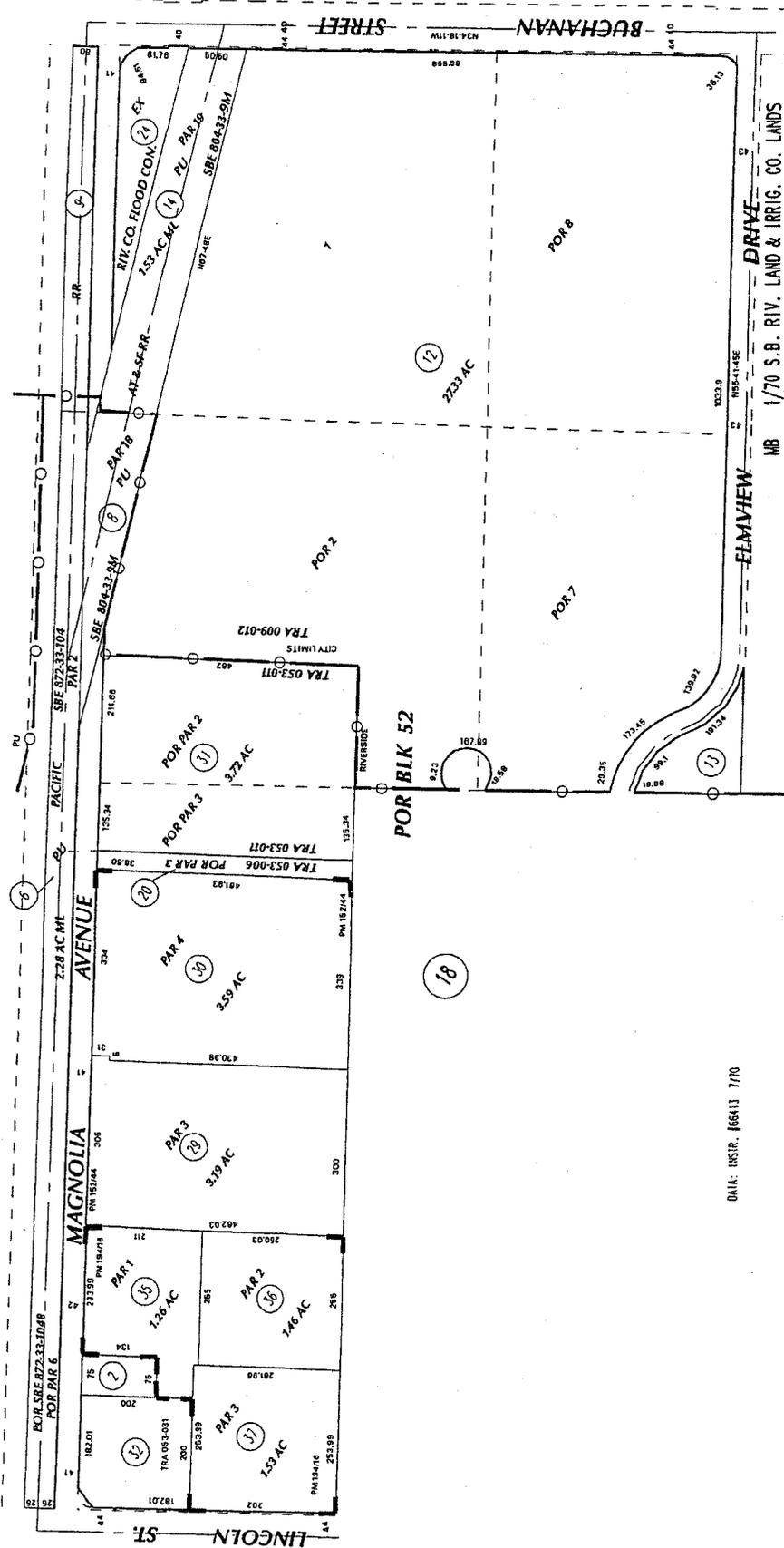
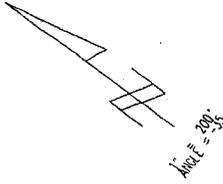
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135-17
6-48-1

T. R. A.
009-001
053-006
009-011
009-012
053-031

SEC. 22 27 T. 3S., R. 6W
CITY OF RIVERSIDE CORONA

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



DATA: INSIR. 666413 7/70

ASSESSOR'S MAP BK135 PG.17
Riverside County, Calif.

322

Sep 1999

| DATE | OLD NUMBER | NEW NUMBER |
|-------|------------|------------|
| 07/23 | 1 | 15-31 |
| 07/23 | 2 | 15-16 |
| 07/23 | 3 | 17-18 |
| 07/23 | 4 | 17-19 |
| 07/23 | 5 | 18-19 |
| 07/23 | 6 | 20-27 |
| 07/23 | 7 | 20-27 |
| 07/23 | 8 | 20-27 |
| 07/23 | 9 | 21-22 |
| 07/23 | 10 | 24-31 |
| 07/23 | 11 | 25-26 |
| 07/23 | 12 | 27-30 |
| 07/23 | 13 | 27-31 |
| 07/23 | 14 | 197-198-78 |
| 07/23 | 15 | 31-31 |
| 07/23 | 16 | 31-31 |
| 07/23 | 17 | 31-31 |
| 07/23 | 18 | 31-31 |
| 07/23 | 19 | 31-31 |
| 07/23 | 20 | 31-31 |
| 07/23 | 21 | 31-31 |
| 07/23 | 22 | 31-31 |
| 07/23 | 23 | 31-31 |
| 07/23 | 24 | 31-31 |

NO. 135-17

Attachment "2"

Public Road and Utility Easement

1. A portion of APN: 135-170-002 Parcel 0784-004A in favor of the County

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-004A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY QUITCLAIM DEED RECORDED JUNE 7, 1990, AS INSTRUMENT NUMBER 210172, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 4 IN BLOCK 52, IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, 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 AND AS SHOWN ON PARCEL MAP 28908, ON FILE IN PARCEL MAP BOOK 194, PAGES 16 THROUGH 18 INCLUSIVE, RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 56°22'11"E ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 243.97 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE, SAID POINT BEING THE MOST-WESTERLY CORNER OF SAID INSTRUMENT NUMBER 210172, AND THE **TRUE POINT OF BEGINNING**;

THENCE N 56°22'11" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 75.00 FEET TO THE MOST NORTHERLY CORNER OF SAID INSTRUMENT NUMBER 210172;

THENCE S 33°36'46" E ALONG THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 210172 , A DISTANCE OF 7.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NUMBER 210172;

THENCE N 33°36'46" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 7.00 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING: 525 SQUARE FEET, OR 0.012 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: 1/26/2012

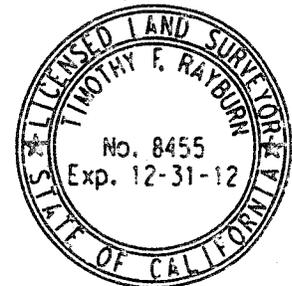
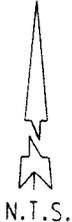


EXHIBIT "B"



RANCHO EL SOBRANTE
DE SAN JACINTO

EXISTING R/W
RW PER BOOK "R" PG 548-549,
OF DEEDS, REC. 2/8/1877
SAN BERNARDINO CO.

MAGNOLIA

25' AVE

T.P.O.B.

INST. # 210172
REC'D 6/7/1990

PARCEL
0784-004A

525 SQ.FT.
0.012 AC.

APN 135-170-002

LOT 4
BLOCK 52
MB 1 / 44

SECTION 27
T.3S., R.6W.

PARCEL 3
PM 28908
PM 194/16-18

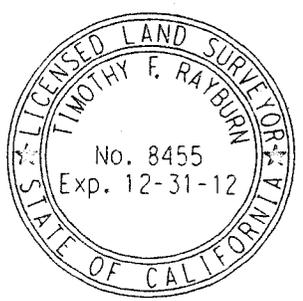
COUNTY OF RIVERSIDE

LINE DATA

- ① S 33°36'46" E - 7.00'
- ② N 33°36'46" W - 7.00'

① PCL NO. 6, 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 &
QUITCLAIM BY GRANT DEED REC.
11/5/1913, BOOK 385 PGS
232-239, OF DEEDS



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.: 0784-004A |
| 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 |
| APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 1/26/2012 | W.O. NO.: B7-0784 |
| | SHEET 1 OF 1 SHEET |

ATTACHMENT "3"

| Item | Description | Cost |
|------|---|---|
| 1 | 323 Sq. Ft. asphalt paving @ \$2.75/Sq. Ft. | \$888 |
| 2 | Business Sign | Contractors to move the sign as part of the project |
| | Total Site Improvements | \$888 |

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

3
4 Betty H. Wickersham, Trustee of the Betty H. Wickersham Trust dated 4/5/84, as sole
5 owner
6 ("Grantor")

7
8 PROJECT: Magnolia Avenue Grade Separation
9 PARCEL: 0784-004B
10 APN: 135-170-002 (Portion)
11

12 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

13 This Temporary Construction Easement Agreement ("Agreement") is made by
14 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
15 California, ("County") and Betty H. Wickersham, Trustee of the Betty H. Wickersham
16 Trust dated 4/5/84, as sole owner ("Grantor"). County and Grantor are sometimes
17 collectively referred to as "Parties."

18 1. The right is hereby granted to County to enter upon and use the land of
19 Grantor in the County of Riverside, State of California, described as portion of
20 Assessor's Parcel Number 135-170-002, highlighted on Attachment "1," attached
21 hereto ("Property"), and made a part hereof, for all purposes necessary to facilitate and
22 accomplish the construction of Magnolia Avenue Grade Separation Project.

23 2. The temporary construction easement, used during construction of the
24 Project, referenced as Parcel No. 0784-004B consisting of approximately .034 acres or
25 1,500 square feet as designated on Attachment "2," attached hereto, and made a part
26 hereof ("TCE Area").

27 3. A thirty (30) day written notice shall be given to Grantor prior to using the
28 rights herein granted. The rights herein granted may be exercised for 24 months from

1 the thirty (30) day written notice, or until completion of said project, whichever occurs
2 later.

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

7 5. The right to enter upon and use TCE Area includes the right to remove
8 and dispose of Items 1 and 2 listed in Attachment "3." Payment to the Grantor for
9 Items 1 and 2 listed Attachment "3" are included in Paragraph 15 of this Agreement.

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

18 7. County agrees to replace in like kind Item 3 listed in Attachment "3" at
19 County's sole cost.

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

23 9. Grantor shall be held harmless from all claims of third persons arising
24 from the use by County of TCE Area.

25 10. Grantor hereby warrants that they are the owners of the Property
26 described above and that they have the right to grant County permission to enter upon
27 and use the Property.

28

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

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

6 Dated: _____

7 GRANTOR:
8 **BETTY H. WICKERSHAM, TRUSTEE**
9 **OF THE BETTY H. WICKERSHAM**
10 **TRUST DATED 4/5/84, AS SOLE**
11 **OWNER**

12 By: Betty H. Wickersham
13 Betty H. Wickersham, Trustee

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

16 By: John J. Benoit
17 John J. Benoit, Chairman
18 Board of Supervisors

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

22 By: Karen Munro
23 Deputy

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

27 By: Patricia Munroe
28 Patricia Munroe
Deputy County Counsel

CAO:ra/012813/291TR/14.724 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.724.doc

EXHIBIT "A"
MAGNOLIA AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0784-004B

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED SEPTEMBER 16, 2004, AS INSTRUMENT NUMBER 210172, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 4 IN BLOCK 52, IN BOOK 1, PAGE 44, OF MAPS, RECORDS OF SAID RECORDER, LYING WITHIN RANCHO EL SOBRANTE DE SAN JACINTO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAGNOLIA AVENUE (66.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED BY DEED RECORDED FEBRUARY 8, 1877, IN BOOK R, PAGES 548 AND 549, 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 AND AS SHOWN ON PARCEL MAP 28908, ON FILE IN PARCEL MAP BOOK 194, PAGES 16 THROUGH 18 INCLUSIVE, RECORDS OF SAID RECORDER OF RIVERSIDE COUNTY;

THENCE N 56°22'11"E ALONG SAID CENTERLINE OF MAGNOLIA AVENUE, A DISTANCE OF 243.97 FEET;

THENCE S 33°37'49" E, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MAGNOLIA AVENUE, SAID POINT BEING THE MOST-WESTERLY CORNER OF SAID INSTRUMENT NUMBER 210172;

THENCE S 33°36'46" E ALONG THE SOUTHWESTERLY LINE OF SAID INSTRUMENT NUMBER 210172, A DISTANCE OF 7.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE, AND THE **TRUE POINT OF BEGINNING**;

THENCE N 56°22'11" E ALONG SAID PARALLEL LINE, A DISTANCE OF 75.00 FEET TO A POINT THE NORTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 210172;

THENCE S 33°36'46" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 93.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF MAGNOLIA AVENUE;

THENCE S 56°22'11" W ALONG SAID PARALLEL LINE, A DISTANCE OF 75.00 FEET TO A POINT ON SAID SOUTHWESTERLY LINE OF INSTRUMENT NUMBER 210172;

THENCE N 33°36'46" W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,500 SQUARE FEET, OR 0.034 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"

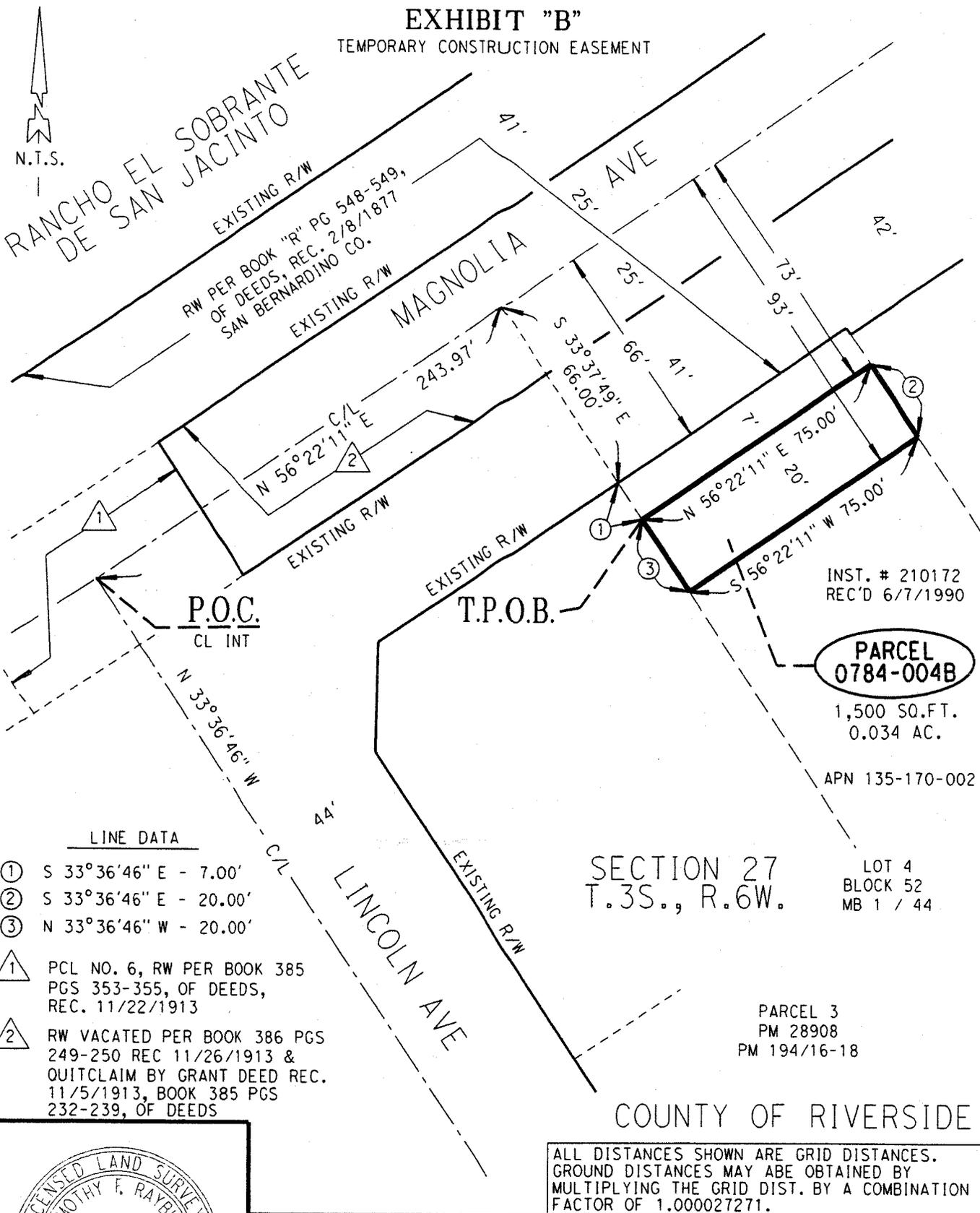
APPROVED BY: Timothy F. Rayburn

DATE: 1/12/2012



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



N.T.S.

RANCHO EL SOBRANTE DE SAN JACINTO

EXISTING R/W
RW PER BOOK "R" PG 548-549,
OF DEEDS, REC. 2/8/1877
SAN BERNARDINO CO.

MAGNOLIA

25' AVE

EXISTING R/W

EXISTING R/W

T.P.O.B.

P.O.C.
CL INT

INST. # 210172
REC'D 6/7/1990

PARCEL 0784-004B

1,500 SQ.FT.
0.034 AC.

APN 135-170-002

LOT 4
BLOCK 52
MB 1 / 44

PARCEL 3
PM 28908
PM 194/16-18

SECTION 27
T.3S., R.6W.

COUNTY OF RIVERSIDE

LINE DATA

- ① S 33°36'46" E - 7.00'
- ② S 33°36'46" E - 20.00'
- ③ N 33°36'46" W - 20.00'

① PCL NO. 6, 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 &
QUITCLAIM BY GRANT DEED REC.
11/5/1913, BOOK 385 PGS
232-239, OF DEEDS

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.: 0784-004B |
| 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: <i>Timothy F. Rayburn</i> DATE: 1/12/2012 | SHEET 1 OF 1 SHEET |

ATTACHMENT "3"

| Item | Description | Cost |
|------|---|------------------------------------|
| 1 | 8 – steel guard posts @ \$200 each | \$1,600 |
| 2 | Miscellaneous Landscaping | \$350 |
| 3 | Affected Asphalt / Concrete Paving | Contractor to replace in like kind |
| | Total Site Improvements and Landscaping | \$1,950 |