

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

331



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

April 18, 2013

SUBJECT: First Amendment to the Transportation Enhancement Activities (TEA) Program Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the Transportation Enhancement Activities (TEA) Program Agreement Declaring Restrictive Covenants By and Between the County of Riverside and State of California, Department of Transportation within a portion of Assessor's Parcel Number 390-120-016;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County; and

(Continued)

Robert Field

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL
DATA

Current F.Y. Total Cost:

\$ 0

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: N/A

Positions To Be
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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 30, 2013 6:15:50

xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*

Deputy

3-8

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

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.

BACKGROUND:

The County of Riverside (County) and the State of California, Department of Transportation (State) entered into a Transportation Enhancement Activities (TEA) Program Agreement Declaring Restrictive Covenants, Federal-Aid Project No: STPLEE-5956(154), dated January 21, 2005, recorded on April 8, 2005 in the Official Records of Riverside County, Instrument No. 2005-0278063, for the purpose of preserving and enhancing real property by permanently restricting uses required by the TEA Program.

County and State desire to modify the use, management and maintenance responsibilities for a small portion of the real property for the proposed purpose of erecting and maintaining a landmark monument to identify the Temescal Gateway area and as part of the Temescal Valley Design Guidelines.

Attachments:

First Amendment to the Transportation Enhancement Activities (TEA) Program Agreement Declaring Restrictive Covenants By and Between the County of Riverside and State of California, Department of Transportation.

1 **RECORDING REQUESTED BY AND**
2 **WHEN RECORDED MAIL TO:**

3 State of California
4 Department of Transportation, District 8
5 Office of Local Assistance
6 Attn: Sean Young, PE. DLAE
7 464 West Fourth Street
8 7th Floor, MS-7
9 San Bernardino, CA 92401

10 **WITH A CONFORMED COPY TO:**

11 County of Riverside
12 Economic Development Agency/
13 Facilities Management
14 Attn: Real Estate Division
15 3403 10th Street, Suite 500
16 Riverside, California 92501

17 SPACE ABOVE THIS LINE FOR RECORDER'S USE

18 EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODES §§6103
19 NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

20 **FIRST AMENDMENT TO THE**
21 **TRANSPORTATION ENHANCEMENT ACTIVITIES (TEA) PROGRAM**
22 **AGREEMENT DECLARING RESTRICTIVE COVENANTS**
23 **BY AND BETWEEN**
24 **THE COUNTY OF RIVERSIDE**
25 **AND STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

26 This First Amendment ("Amendment") to the Transportation Enhancement Activities (TEA)
27 Program Agreement Declaring Restrictive Covenants, is made effective this 30th day of
28 April, 2013 by and between the COUNTY OF RIVERSIDE, a political subdivision of the
State of California, (County), hereinafter referred to as "APPLICANT", and STATE OF CALIFORNIA,
acting by and through the Department of Transportation (Caltrans), hereinafter referred to as "STATE".

29 **RECITALS**

30 A. APPLICANT and STATE have entered into that certain Transportation Enhancement
31 Activities (TEA) Program Agreement Declaring Restrictive Covenants, Federal-Aid Project No:
32 STPLEE-5956(154), ("Original Agreement"), dated January 21, 2005, recorded on April 8, 2005 in the
33 Official Records of Riverside County, Instrument No. 2005-0278063, for the purpose of preserving and
34 enhancing real property by permanently restricting uses required by the TEA Program.

1 B. Pursuant to the TEA Program, APPLICANT purchased and recorded the restrictions
2 thereupon certain unimproved land consisting of approximately 299.76 acres of land, ("REAL
3 PROPERTY"), with Assessor's Parcel Numbers 390-110-006 and 390-120-016, located in the County of
4 Riverside, California, as more particularly legally described in Exhibit "A" and depicted in Exhibit "B" in
5 the Original Agreement.

6 C. Pursuant to Section 6 of the Original Agreement, APPLICANT as the owner of the REAL
7 PROPERTY desires to obtain approval to modify the use, management and maintenance responsibilities
8 and transfer of the REAL PROPERTY ownership by entering into this First Amendment with the
9 STATE.

10 D. Upon the STATE's approval of the modification and transfer, APPLICANT intends to
11 transfer fee simple ownership in the REAL PROPERTY to a public agency who has the power to hold
12 title to real property for conservation purposes and the TEA program excepting therefrom such transfer a
13 small portion of the REAL PROPERTY for the proposed purpose of erecting and maintaining a landmark
14 monument to identify the Temescal Gateway area.

15 E. APPLICANT now desires to obtain and STATE agrees to amend the Original Agreement
16 to evidence approval of the modification of APPLICANT'S responsibilities to a portion of the REAL
17 PROPERTY and consent to transfer of ownership of the REAL PROPERTY.

18 NOW, THEREFORE, in consideration of the mutual obligations in this Amendment and for other
19 good consideration, the receipt and sufficiency of which are acknowledged, the parties to this Amendment
20 do hereby agree as follows:

21 1. Effective Date. This Amendment will be effective as of the date it is written above.
22 In the event no date is written above, the effective date shall be the last execution date evidenced herein.

23 2. Description of the Monument Property. The portion of the REAL PROPERTY that the
24 APPLICANT intends to retain fee title ownership consists of approximately 1,239 square feet, or 0.028
25 acres of land, ("MONUMENT PROPERTY"), legally described in Exhibit "A-1" and depicted in Exhibit
26 "B-1", attached hereto and by this reference incorporated herein.

27 3. Application of First Amendment. Any of the modifications of responsibilities contained
28 herein this First Amendment shall only apply to the MONUMENT PROPERTY. The restrictions and

1 limitations on the uses in the Original Agreement shall remain in full force and effect on the remainder of
2 the REAL PROPERTY.

3 4. Modification of Exhibits. The exhibits in the Original Agreement are hereby amended
4 with Exhibits "A-1" and "B-1", attached hereto and by this reference incorporated herein, to describe and
5 depict the MONUMENT PROPERTY that will be subject to this First Amendment and modified
6 restrictions and prohibitions of uses.

7 5. Restriction. Section 1 of the Original Agreement is hereby amended in its entirety as
8 follows:

9 "Although not an exhaustive list, none of the prohibited uses described in Exhibit "E",
10 attached hereto and by this reference incorporated herein, shall be made of the REAL PROPERTY
11 except the MONUMENT PROPERTY shall be subject to the modified prohibited uses described
12 in Exhibit "E". Notwithstanding the prohibition on uses and development on the REAL
13 PROPERTY, the APPLICANT, its assignee or successor-in-interest, may construct and maintain
14 an area monument sign and any associated improvements necessary to construct and maintain the
15 area monument sign within the MONUMENT PROPERTY."

16 6. Modification of Exhibit "E". The introductory sentence in Exhibit "E" provided in the
17 Original Agreement is hereby amended as follows:

18 "Though not an exhaustive list of prohibited uses, none of the uses described below shall
19 be made of the REAL PROPERTY except the MONUMENT PROPERTY shall be subject to
20 modified prohibited uses described below in."

21 7. Modified Uses for MONUMENT PROPERTY. A new Section 21 of Exhibit "E" in the
22 Original Agreement is hereby added as follows to modify the prohibitions and restrictions provided in
23 Sections 1, 2, 3, 7 and 18 of Exhibit "E" in the Original Agreement:

24 "21. Modified Uses and Obligations: The construction and maintenance by
25 APPLICANT, or its designee, of an area monument sign on the MONUMENT PROPERTY is a
26 permitted use and deemed as a use that does not change, disturb, alter or impair the
27 TRANSPORTATION ENHANCEMENT PURPOSES expressed within the AGREEMENT.
28

1 a. Notwithstanding the prohibition of development rights on the REAL
2 PROPERTY provided herein this AGREEMENT, the APPLICANT, or its assign or
3 successor-in-interest, may construct and maintain an area monument sign and any
4 associated improvements necessary to construct and maintain the area monument sign
5 within the area described in Exhibit "A-1" and referenced as the MONUMENT
6 PROPERTY.

7 b. Notwithstanding the prohibition to divide, subdivide, or partition the REAL
8 PROPERTY, County of Riverside is granted the right to convey the REAL PROPERTY to
9 a legal entity accepted by the STATE with a reservation of fee title in the MONUMENT
10 PROPERTY to remain with the County of Riverside. Such transfer and reservation shall
11 not be deemed to be in conflict with the general terms and conditions in the
12 AGREEMENT.

13 c. The removal of native vegetation is permitted to extent that is necessary for
14 the construction and maintenance of the area monument sign within the MONUMENT
15 PROPERTY.

16 d. Notwithstanding the prohibition on changing the topography of the REAL
17 PROPERTY, changes in the topography may be done to construct and maintain the area
18 monument sign within the MONUMENT PROPERTY."

19 8. Consent. STATE hereby consents to the transfer of the fee simple interest in the
20 REAL PROPERTY to a legal entity accepted by the STATE with a reservation of fee title in the property
21 to remain with the County of Riverside, described in Exhibit "A-1" and referenced as the MONUMENT
22 PROPERTY.

23 9. Entire Agreement. This First Amendment, together with the Original Agreement,
24 constitutes the entire agreement between the parties to the Original Agreement pertaining to the subject
25 matter of this Amendment, and any and all other written or oral agreements existing between the parties
26 before the date of this Amendment with respect to the subject matter of this Amendment are expressly
27 canceled.
28

10. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect.

11. Upon execution of this First Amendment by the parties, this First Amendment shall be acknowledged and recorded in the office of the County Recorder for the County of Riverside.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

STATE:
STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION

By: Brenda Morrison
Brenda Morrison
Right of Way Project Delivery Manager

Date: 4-9-13

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

By: John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

Date: APR 30 2013

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

CO:ra/031213/182FM/15.713

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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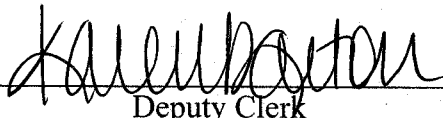
On April 30, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

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NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Bernardino

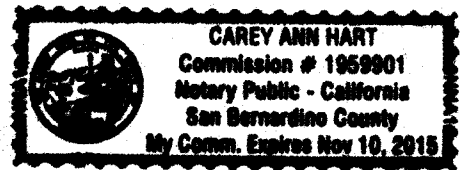
On 4/9/13, before me, Carey Ann Hart, notary public, personally appeared Brenda m Morrison, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is~~~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carey Ann Hart

Signature of Notary Public



ATTACHED TO: 1st Am to TEA Agreement (Fed Aid Project No:STPLEE-5956(154))

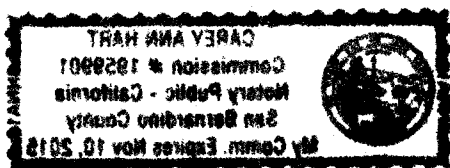


EXHIBIT "A-1"

TEMESCAL GATEWAY MONUMENT

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3 OF PARCEL MAP 27291 AS SHOWN BY MAP ON FILE IN BOOK 180, PAGES 51 THROUGH 53, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RECORDER OF RIVERSIDE COUNTY, LOCATED IN SECTION 15, TOWNSHIP 5 SOUTH, RANGE 5 WEST, S.B.M. IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 3, BEING THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 15 AND THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA AS PARCEL 1 BY GRANT DEED RECORDED MARCH 31, 1978, AS INSTRUMENT 60975, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 75°52'37" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 492.58 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 75°52'37" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 28.95 FEET;

THENCE N 44°24'11" E, A DISTANCE OF 56.88 FEET;

THENCE S 45°35'49" E, A DISTANCE OF 25.00 FEET;

THENCE S 44°24'11" W, A DISTANCE OF 42.28 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,239 SQUARE FEET, OR 0.028 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B-1"

APPROVED BY: _____

Timothy F. Rayburn

DATE: _____

12/11/2012



EXHIBIT "B-1"

10 11
15 14

SEC. 15, T.5S., R.5W.

PM 27291
PMB 180/51-53

PCL 1

PCL 2

PCL 3

LAKE STREET

WALKER

CANYON

ROAD (FRONTAGE ROAD ON PM

SITE

180/51-53)

SEE SHEET 2

15 16
22 23



ALL DISTANCES SHOWN ARE GROUND DISTANCES.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: TEMESCAL GATEWAY MONUMENT

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.: 9199-001

PREPARED BY: GSE

SCALE: N.T.S.

DATE: DECEMBER, 2012

W.O. NO.: SU 9199

SHEET 1 OF 2

EXHIBIT "B-1"

SEC. 15,
T.5S., R.5W.

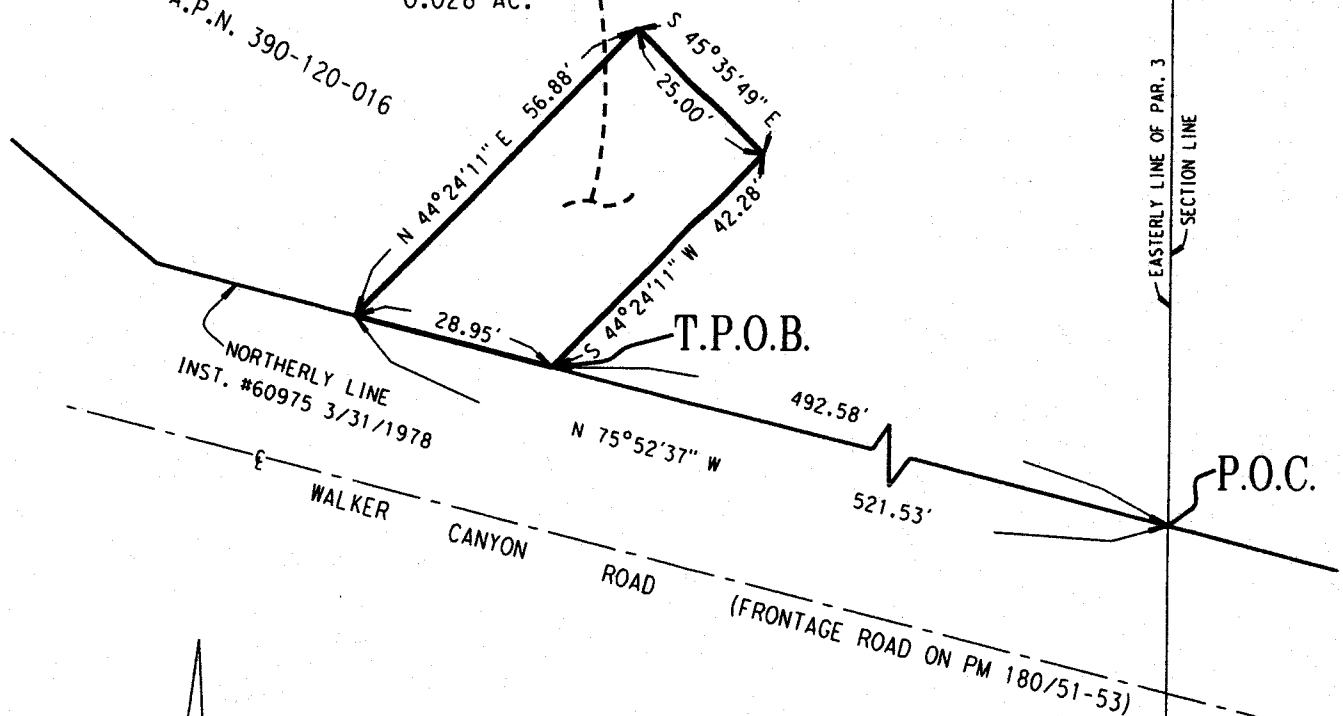
PCL 3

PM 27291
PMB 180/51-53

**PARCEL
9199-001**

1,239 SQ.FT.
0.028 AC.

A.P.N. 390-120-016



CALTRANS R/W
MAP 40032

15 16
22 23



ALL DISTANCES SHOWN ARE GROUND DISTANCES.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: TEMESCAL GATEWAY MONUMENT

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.: 9199-001

PREPARED BY: GSE

SCALE: N.T.S.

DATE: DECEMBER, 2012

W.O. NO.: SU 9199

SHEET 2 OF 2