

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

850A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
June 6, 2013

SUBJECT: Temporary Construction Access Agreements for the Fred Waring Drive Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreements for Parcels 0689-001A, 0689-007A, 0689-010A, and 0689-017A, all within portions of Assessor's Parcel Numbers 609-313-009, 609-313-015, 609-314-010, and 609-340-004;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued) **Patricia Romo**
Assistant Director of Transportation

Patricia Romo

Robert Field

Juan C. Perez, Director
Transportation and Land Management

Robert Field,
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 42,400	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: Palm Desert Finance Authority-100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer Z. Sargen*
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries 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: June 18, 2013

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

13 JUN - 11 AM 2:58
RECEIVED
COUNTY OF RIVERSIDE
AUDITOR

3-32

Prev. Agn. Ref.: 3-34 of 1/8/13

District: 4/4

Agenda Number:

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
DATE: 5/6/13
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: SAMUEL WONG
DATE: 6/4/13

Dept't Recomm.: Consent Policy Policy
Per Exec. Ofc.: Consent Policy Policy

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete these transactions;
4. Authorize and allocate the sum of \$4,200 for temporary access to a portion of Assessor's Parcel Number 609-313-009 identified as Parcel 0689-001A and \$2,000 to pay all related transaction costs;
5. Authorize and allocate the sum of \$5,400 for temporary access to a portion of Assessor's Parcel Number 609-313-015 identified as Parcel 0689-007A and \$2,000 to pay all related transaction costs;
6. Authorize and allocate the sum of \$9,000 for temporary access to a portion of Assessor's Parcel Number 609-314-010 identified as Parcel 0689-010A and \$2,000 to pay all related transaction costs; and
7. Authorize and allocate the sum of \$15,800 for temporary access to a portion of Assessor's Parcel Number 609-340-004 identified as Parcel 0689-017A and \$2,000 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department (RCTD) is proposing to widen Fred Waring Drive, between Adams Street and Port Maria Road in the Bermuda Dunes/La Quinta area of eastern Riverside County (Project). The Project includes widening the existing Fred Waring Drive from four to six lanes, installation of a soundwall on the south side of Fred Waring Drive, and construct a parking lane on the north side of Fred Waring Drive to allow for safe ingress/egress from the residential homes.

On January 8, 2013, the Board approved Item 3-34 adopting the Mitigated Negative Declaration for Environmental Assessment No. 42564, approving the Fred Waring Drive Improvement Project, and adopting the Mitigation Monitoring and Reporting Program for the Project.

RCTD has contracted with Overland, Pacific & Cutler (OPC), acquisition consultants, with oversight role by Economic Development Agency/Facilities Management (EDA/FM). OPC has negotiated the acquisition of temporary access rights of a portion of the property with the following owners:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Rental Price And Improvements	Associated Costs*	Subtotal
0689-001A	609-313-009	Contreras	\$4,200	\$2,000	\$6,200
0689-007A	609-313-015	Lauritsen	\$5,400	\$2,000	\$7,400
0689-010A	609-314-010	AW Fireguard	\$9,000	\$2,000	\$11,000
0689-017A	609-340-004	Jeeves	\$15,800	\$2,000	\$17,800
Totals			\$34,400	\$8,000	\$42,400

*Preliminary Title Report, County Appraisal, Consultant Time, and Staff Time.
 (Continued)

BACKGROUND: (Continued)

The 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 access of portions of Assessor's Parcel Numbers: 609-313-009, 609-313-015, 609-314-010, and 609-340-004:

Temporary Access (Rental Price)	\$34,400
Associated Costs (Preliminary Title Report, County Appraisal, Consultant Time & EDA/FM Real Property Staff Time)	\$ 8,000
Total Estimated Acquisition Costs	\$42,400

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 the transaction.

Attachments:

- (4) Temporary Construction Access Agreements for Parcel 0689-001A
- (4) Temporary Construction Access Agreements for Parcel 0689-007A
- (4) Temporary Construction Access Agreements for Parcel 0689-010A
- (4) Temporary Construction Access Agreements for Parcel 0689-017A

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

3
4 FRANKY CONTRERAS, a married man, as his sole and separate property, ("Grantor")

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-313-009

8 PARCEL NO.: 0689-001A
9

10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement ("Agreement") is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 ("County") and FRANKY CONTRERAS, a married man, as his sole and separate
14 property ("Grantor"). County and Grantor are sometimes collectively referred to as
15 "Parties."

16 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
17 and use the land of Grantor in the County of Riverside, State of California, as portion of
18 Assessor's Parcel Number 609-313-009, highlighted on Attachment "1," attached
19 hereto ("Property"), and made a part hereof, for temporary access and for all purposes
20 necessary to facilitate and accomplish the construction of Fred Waring Drive
21 Improvements Project.

22 2. AFFECTED PARCEL. The temporary construction access, used during
23 construction of the Project, referenced as Parcel No. 0689-001A consisting of 2,123
24 square feet as depicted on Attachment "2," attached hereto, and made a part hereof
25 ("TCA Area").

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of
27 Four Thousand Two Hundred Dollars (\$4,200.00) for the right to enter upon and use
28 the TCA Area in accordance with the terms hereof. The improvement value is based on

1 the highlighted items shown in attachment "3", (Description of Improvements), attached
2 herto and is included in the total compensation of this agreement.

3 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
4 to the Grantor prior to using the rights herein granted. The rights herein granted may
5 be exercised for six (6) months from the 30 day written notice, or until completion of
6 said Project, whichever occurs later.

7 5. EQUIPMENT. It is understood that the County may enter upon the TCA
8 Area where appropriate or designated for the purpose of getting equipment to and from
9 the TCA Area.

10 6. RESPONSIBILITES.

- 11 a. Grantor's Responsibilities – County has identified landscape items that
12 may be impacted by construction activities. Grantor is responsible for the
13 purchase and installation of Attachment "3" items. Grantor removes the
14 County from the obligation or responsibility for installation or restoration
15 of these items. Grantor waives rights to seek additional compensation for
16 landscaping.
- 17 b. County's Responsibilities - County or its contractors shall remove or alter
18 some of the landscape, irrigation and hardscape items necessary to
19 complete the public improvement project from the TCA Area. The County
20 or its contractors will match the grade of the parcel to the roadway at the
21 property line. This will require relocating mailbox, reconstructing front
22 yard wall, realigning gate and reconstructing entry driveway. An exhibit
23 depicting the existing condition of the property with these recommended
24 improvements is attached, Attachment "4". Any privately-owned site
25 improvements currently located within the public right of way will be
26 removed by the contractor without compensation. County will provide
27 pedestrian access to the property during construction.

1 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
2 by County, but before its relinquishment to Grantor, debris generated by County's use
3 will be removed and the surface will be graded and left in a neat condition.

4 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
5 third persons arising from the County's use of the TCA Area permitted under this
6 Agreement; however, this hold harmless agreement does not extend to any liability
7 arising from or as a consequence of the presence of hazardous waste on the Property.

8 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
9 Property and that they have the right to grant County permission to enter upon and use
10 the Property.

11 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
12 between the parties hereto. This Agreement is intended by the parties as a final
13 expression of their understanding with respect to the matters herein and is a complete
14 and exclusive statement of the terms and conditions thereof. This Agreement
15 supersedes any and all other prior agreements or understandings, oral or written, in
16 connection therewith. No provision contained herein shall be construed against the
17 County solely because it provided or prepared this Agreement.

18 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
19 modified, or amended except upon the written consent of the parties hereto.

20 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
21 interest, shall be bound by all the terms and conditions contained in this Agreement,
22 and all the parties thereto shall be jointly and severally liable thereunder.

23 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
24 subparagraphs herein are for the purpose of convenience and reference only, and shall
25 in no way limit, define or otherwise affect the provisions of this Agreement.

26 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
27 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
28 by this Agreement shall be tried in a court of competent jurisdiction in the County of

1 Riverside, State of California, and the Parties hereby waive all provisions of law
2 providing for a change of venue in such proceedings to any other county.

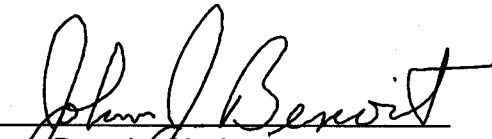
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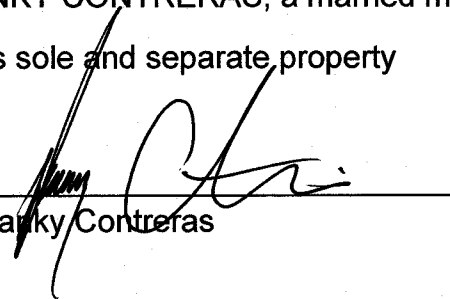
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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

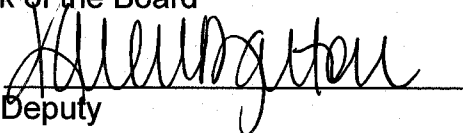
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7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
FRANKY CONTRERAS, a married man,
as his sole and separate property

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10
11 By: 
12 John J. Benoit, Chairman
Board of Supervisors

By: 
Franky Contreras

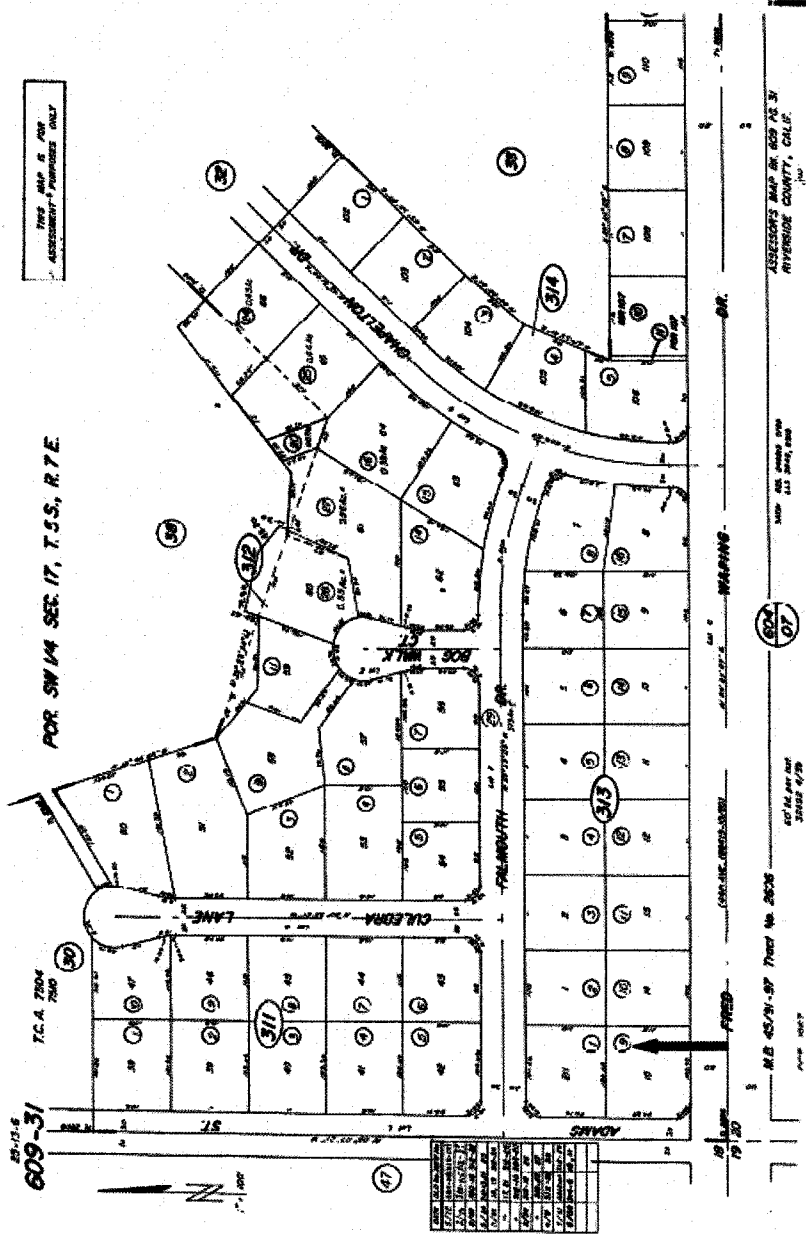
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14 ATTEST:
15 Kecia Harper-Ihem
Clerk of the Board

16
17 By: 
Deputy

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

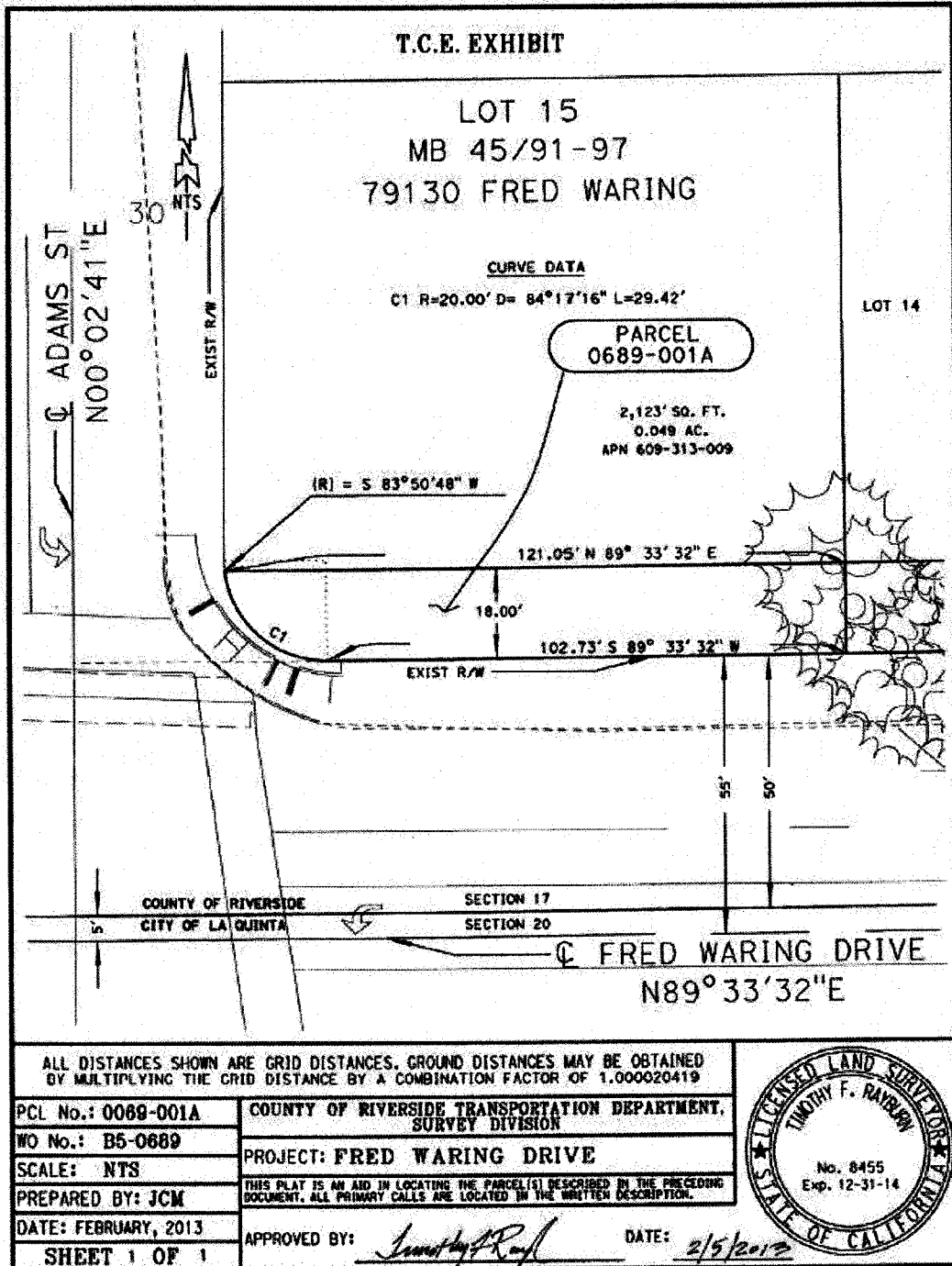
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22 By: 
23 Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



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ATTACHMENT "2"
 EXHIBIT OF
 TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	4	250	1,000.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	25	20	500.00
1 Gallon Shrub		Ea	7	10	70.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
overseed turf		Sf	900	0.3	270.00
Soil Preparation		Sf	270	0.35	94.50
6" Plastic Planter Header		LF	50	4	200.00
Turf Fertilizer		Sf	900	0.1	90.00
Annual Color		Flats		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf	270	0.85	229.50
2" Thich Rock Mulch		Sf		0.85	-
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Spray Irrigation		SF		1.5	-
Drip Irrigation per SF		SF	270	1	270.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
					-
Wall Reconstruction					
5' High standard block wall		Lf		58	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Additional standard block 3 rows		Lf		30	-
Additional Slump block 3 rows		Lf		32	-
					-
			Sub-Total		2,724.00
Owner Coordination Cost (20%)				0.2	544.80
			Sub-Total		3,268.80
OPC Appraisal contingency (10%)					326.88
Total					3,595.68

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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

3
4 JAMES R. LAURITSEN and SOPHIA VELEZ LAURITSEN, husband and wife as joint
5 tenants, ("Grantor")

6
7 PROJECT: Fred Waring Drive Improvements
8 APN: 609-313-015 (PORTION)
9 PARCEL NO.: 0689-007A
10

11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 ("County") and JAMES R. LAURITSEN and SOPHIA VELEZ LAURITSEN, husband
15 and wife as joint tenants, ("Grantor"). County and Grantor are sometimes collectively
16 referred to as "Parties."

17 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
18 and use the land of Grantor in the County of Riverside, State of California, as portion of
19 Assessor's Parcel Number 609-313-015, highlighted on Attachment "1," attached
20 hereto ("Property"), and made a part hereof, for temporary access and for all purposes
21 necessary to facilitate and accomplish the construction of Fred Waring Drive
22 Improvements Project.

23 2. AFFECTED PARCEL. The temporary construction access, used during
24 construction of the Project, referenced as Parcel No. 0689-007A consisting of 3,264
25 square feet as depicted on Attachment "2," attached hereto, and made a part hereof
26 ("TCA Area").

27 3. COMPENSATION. County shall pay to the order of Grantor the sum of
28 Five Thousand Four Hundred Dollars (\$5,400.00) for the right to enter upon and use

1 the TCA Area in accordance with the terms hereof. The improvement value is based
2 on the highlighted items shown in attachment "3" (Description of Improvements),
3 attached hereto and is included in the total compensation of this agreement.

4 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
5 to the Grantor prior to using the rights herein granted. The rights herein granted may
6 be exercised for six (6) months from the 30 day written notice, or until completion of
7 said Project, whichever occurs later.

8 5. EQUIPMENT. It is understood that the County may enter upon the TCA
9 Area where appropriate or designated for the purpose of getting equipment to and from
10 the TCA Area.

11 6. RESPONSIBILITIES.

12 a. Grantor's Responsibilities – County has identified landscape items that
13 may be impacted by construction activities. Grantor is responsible for the
14 purchase and installation of Attachment "3" items. Grantor removes the
15 County from the obligation or responsibility for installation or restoration
16 of these items. Grantor waives rights to seek additional compensation for
17 landscaping.

18 b. County's Responsibilities - County or its contractors shall remove or alter
19 some of the landscape, irrigation and hardscape items necessary to
20 complete the public improvement project from the TCA Area. The County
21 or its contractors will match the grade of the parcel to the roadway at the
22 property line. This will require relocating mailbox, reconstructing front
23 yard wall, realigning gate, reconstructing trash storage area, relocating
24 flag pole and reconstructing entry driveway. An exhibit depicting the
25 existing condition of the property with these recommended improvements
26 is attached, Attachment "4". Any privately-owned site improvements
27 currently located within the public right of way will be removed by the
28 contractor without compensation. Bricks in right of way will be collected

1 and remain with property owners. County will provide pedestrian access
2 to the property during construction.

3
4 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
5 by County, but before its relinquishment to Grantor, debris generated by County's use
6 will be removed and the surface will be graded and left in a neat condition.

7 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
8 third persons arising from the County's use of the TCA Area permitted under this
9 Agreement; however, this hold harmless agreement does not extend to any liability
10 arising from or as a consequence of the presence of hazardous waste on the Property.

11 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
12 Property and that they have the right to grant County permission to enter upon and use
13 the Property.

14 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
15 between the parties hereto. This Agreement is intended by the parties as a final
16 expression of their understanding with respect to the matters herein and is a complete
17 and exclusive statement of the terms and conditions thereof. This Agreement
18 supersedes any and all other prior agreements or understandings, oral or written, in
19 connection therewith. No provision contained herein shall be construed against the
20 County solely because it provided or prepared this Agreement.

21 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
22 modified, or amended except upon the written consent of the parties hereto.

23 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
24 interest, shall be bound by all the terms and conditions contained in this Agreement,
25 and all the parties thereto shall be jointly and severally liable thereunder.

26 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
27 subparagraphs herein are for the purpose of convenience and reference only, and shall
28 in no way limit, define or otherwise affect the provisions of this Agreement.

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

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

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

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7 COUNTY:

8 COUNTY OF RIVERSIDE

GRANTOR:

JAMES R. LAURITSEN and SOPHIA
VELEZ LAURITSEN, husband and wife
as joint tenants

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13 By: 

John J. Benoit, Chairman
Board of Supervisors

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By: 

James R. Lauritsen

By: 

Sophia Velez Lauritsen

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

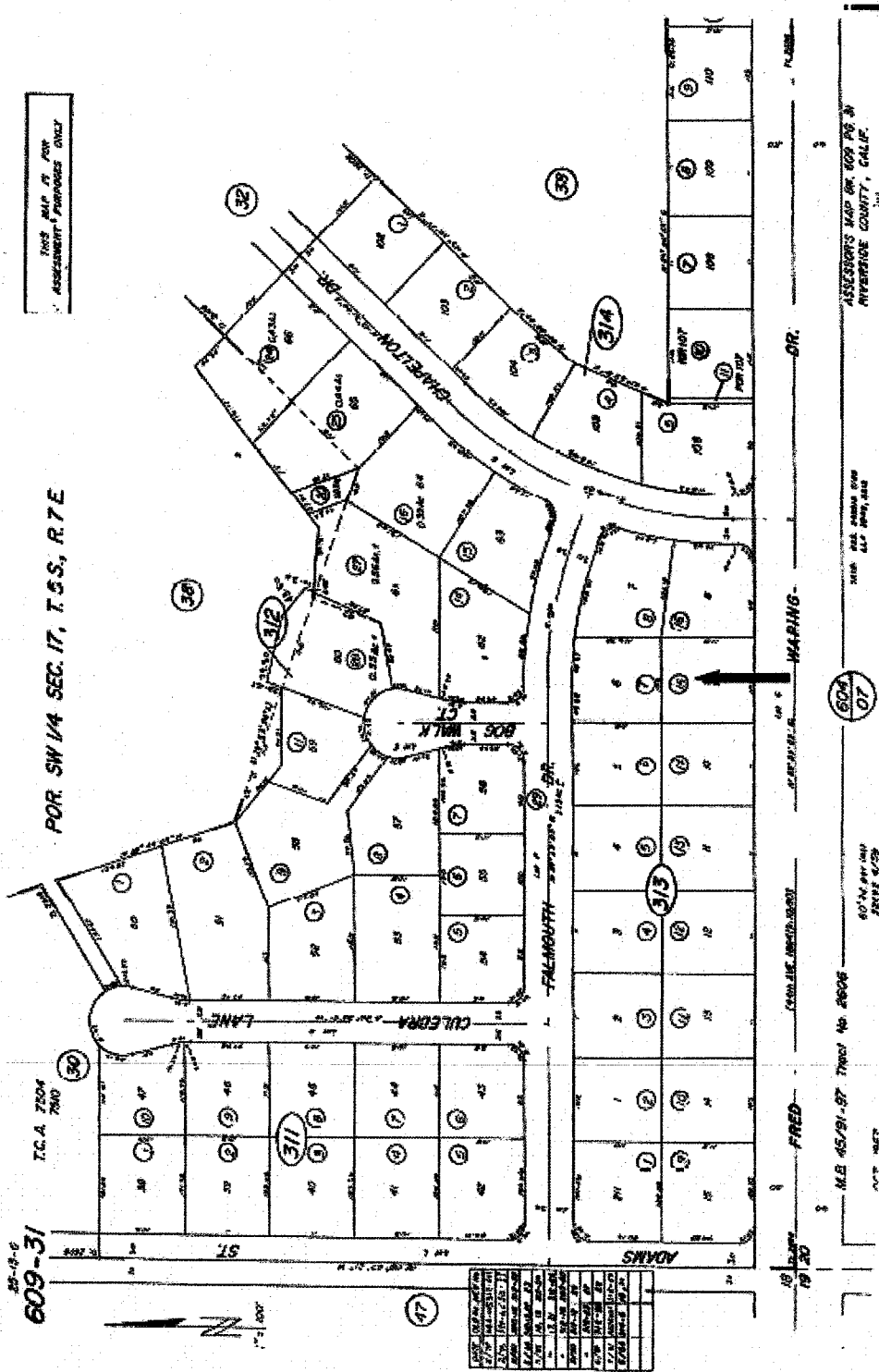
Pamela J. Walls, County Counsel

By: 

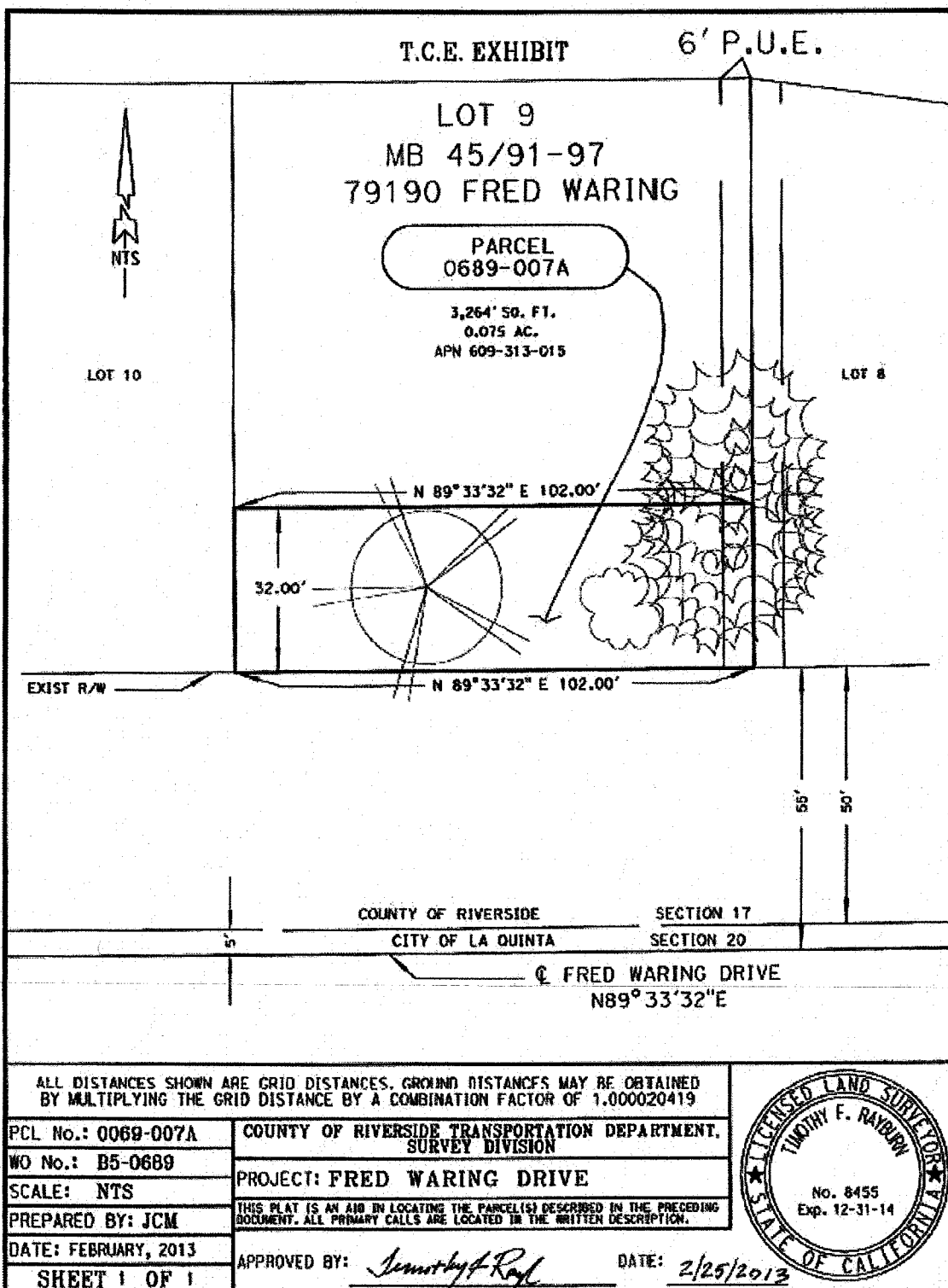
Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION

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ATTACHMENT "2"
 EXHIBIT OF
 TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA

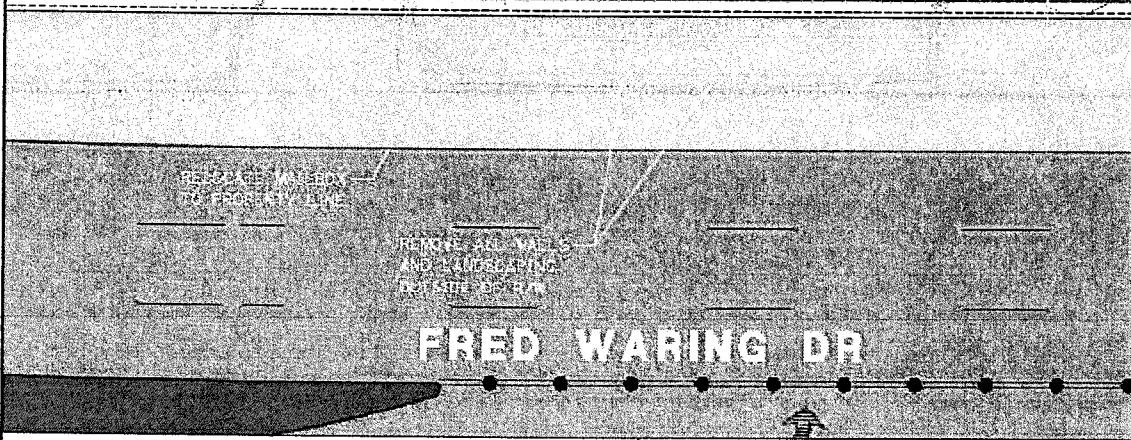
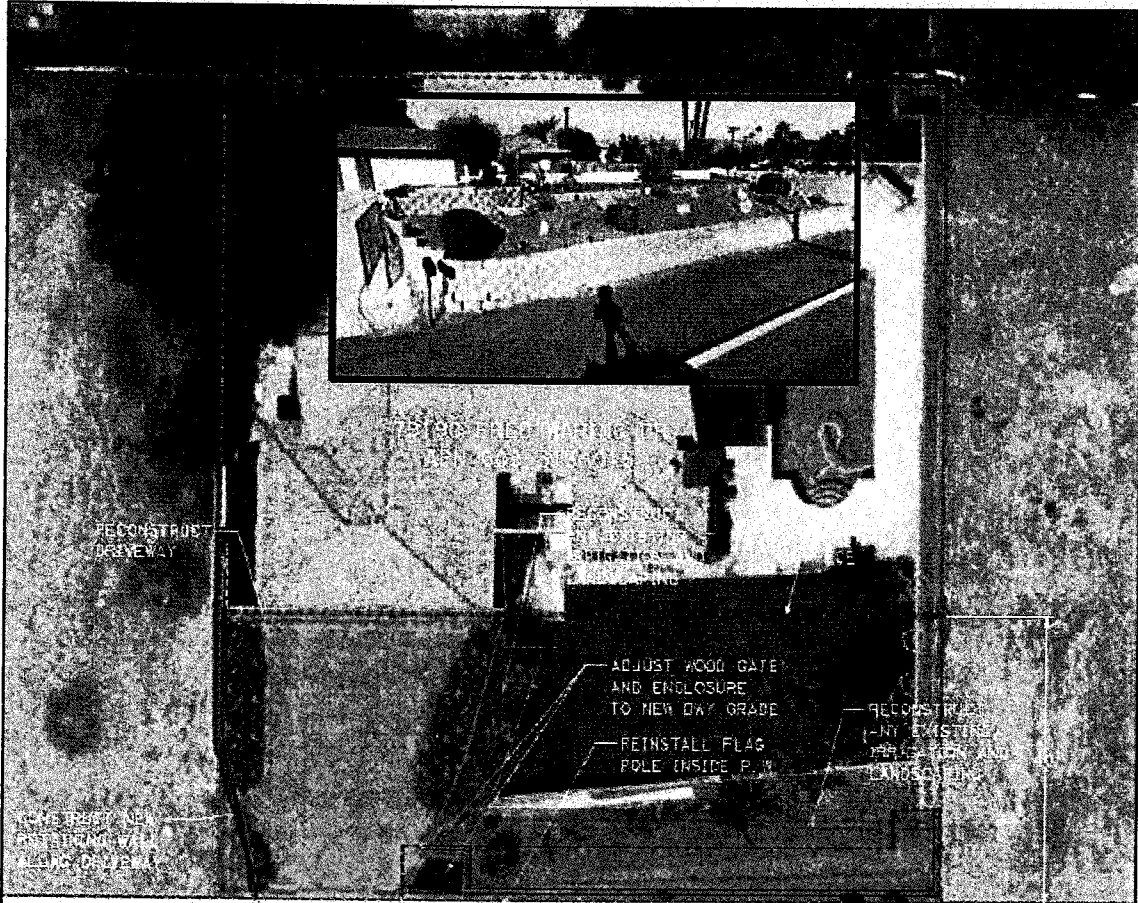



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	5	250	1,250.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	20	20	400.00
1 Gallon Shrub		Ea	8	10	80.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Seed Turf		Sf		0.3	-
Soil Preparation		Sf	375	0.35	131.25
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thick Decomposed Granite		Sf		0.85	-
2" Thick Rock Mulch		Sf	700	0.85	595.00
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	700	1	700.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
					-
Wall Reconstruction					
5' High standard block wall		Lf		58	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
additional standard block row		Lf		30	-
additional slump block row		Lf		32	-
					-
Landscape Lighting					
		LS	2	100	200.00
			Sub-Total		3,356.25
Owner Coordination Cost (20%)				0.2	671.25
			Sub-Total		4,027.50
OPC Appraisal Contingency (10%)					402.75
Total					4,430.25

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ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



LEGEND	PROJECT	SHEET No.
 COUNTY TO CONSTRUCT NEW RETAINING WALLS, DRIVEWAY, LANDSCAPING, AND ADJUST GATES	FRED WARING DRIVE IMPACTS TO 76180 FRED WARING DR	SHEET XX of XX

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

3
4 A.W. FIREGUARD SUPPLIES, LTD, ("Grantor")

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-314-010 (PORTION)

8 PARCEL NO.: 0689-010A
9

10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement ("Agreement") is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 ("County") and A.W. FIREGUARD SUPPLIES, LTD, ("Grantor"). County and Grantor
14 are sometimes collectively referred to as "Parties."

15 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
16 and use the land of Grantor in the County of Riverside, State of California, as portion of
17 Assessor's Parcel Number 609-314-010, highlighted on Attachment "1," attached
18 hereto ("Property"), and made a part hereof, for temporary access and for all purposes
19 necessary to facilitate and accomplish the construction of Fred Waring Drive
20 Improvements Project.

21 2. AFFECTED PARCEL. The temporary construction access, used during
22 construction of the Project, referenced as Parcel No. 0689-010A consisting of 2,862
23 square feet as depicted on Attachment "2," attached hereto, and made a part hereof
24 ("TCA Area").

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of
26 Nine Thousand Dollars (\$9,000.00) for the right to enter upon and use the TCA Area in
27 accordance with the terms hereof. The improved value is based on the highlighted
28 items shown in attachment "3", (Description of Improvement), attached hereto and is

1 included in the total compensation of this agreement.

2 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
3 to the Grantor prior to using the rights herein granted. The rights herein granted may
4 be exercised for six (6) months from the 30 day written notice, or until completion of
5 said Project, whichever occurs later.

6 5. EQUIPMENT. It is understood that the County may enter upon the TCA
7 Area where appropriate or designated for the purpose of getting equipment to and from
8 the TCA Area.

9 6. RESPONSIBILITIES.

10 a. Grantor's Responsibilities – County has identified landscape items that
11 may be impacted by construction activities. Grantor is responsible for the
12 purchase and installation of Attachment “3” items. Grantor removes the
13 County from the obligation or responsibility for installation or restoration
14 of these items. Grantor waives rights to seek additional compensation for
15 landscaping.

16 b. County's Responsibilities - County or its contractors shall remove or alter
17 some of the landscape, irrigation and hardscape items necessary to
18 complete the public improvement project from the TCA Area. The County
19 or its contractors will match the grade of the parcel to the roadway at the
20 property line. This will require landscaping, ground covers, irrigation,
21 driveway reconstruction, wall reconstruction and landscape lighting. An
22 exhibit depicting the existing condition of the property with these
23 recommended improvements is attached, Attachment “4”. Any privately-
24 owned site improvements currently located within the public right of way
25 will be removed by the contractor without compensation. County will
26 provide pedestrian access to the property during construction.

27
28 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area

1 by County, but before its relinquishment to Grantor, debris generated by County's use
2 will be removed and the surface will be graded and left in a neat condition.

3 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
4 third persons arising from the County's use of the TCA Area permitted under this
5 Agreement; however, this hold harmless agreement does not extend to any liability
6 arising from or as a consequence of the presence of hazardous waste on the Property.

7 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
8 Property and that they have the right to grant County permission to enter upon and use
9 the Property.

10 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
11 between the parties hereto. This Agreement is intended by the parties as a final
12 expression of their understanding with respect to the matters herein and is a complete
13 and exclusive statement of the terms and conditions thereof. This Agreement
14 supersedes any and all other prior agreements or understandings, oral or written, in
15 connection therewith. No provision contained herein shall be construed against the
16 County solely because it provided or prepared this Agreement.

17 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
18 modified, or amended except upon the written consent of the parties hereto.

19 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
20 interest, shall be bound by all the terms and conditions contained in this Agreement,
21 and all the parties thereto shall be jointly and severally liable thereunder.

22 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
23 subparagraphs herein are for the purpose of convenience and reference only, and shall
24 in no way limit, define or otherwise affect the provisions of this Agreement.

25 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
26 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
27 by this Agreement shall be tried in a court of competent jurisdiction in the County of
28 Riverside, State of California, and the Parties hereby waive all provisions of law

1 providing for a change of venue in such proceedings to any other county.

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

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

6
7 COUNTY:

8 COUNTY OF RIVERSIDE

GRANTOR:

A.W. FIREGUARD SUPPLIES, LTD

9
10 By: John J. Benoit
11 John J. Benoit, Chairman
Board of Supervisors

By: [Signature]

Name: Charles Wade

12
13 ATTEST:

14 Kecia Harper-Ihem
15 Clerk of the Board

Its: President

16 By: [Signature]
17 Deputy

18 APPROVED AS TO FORM:

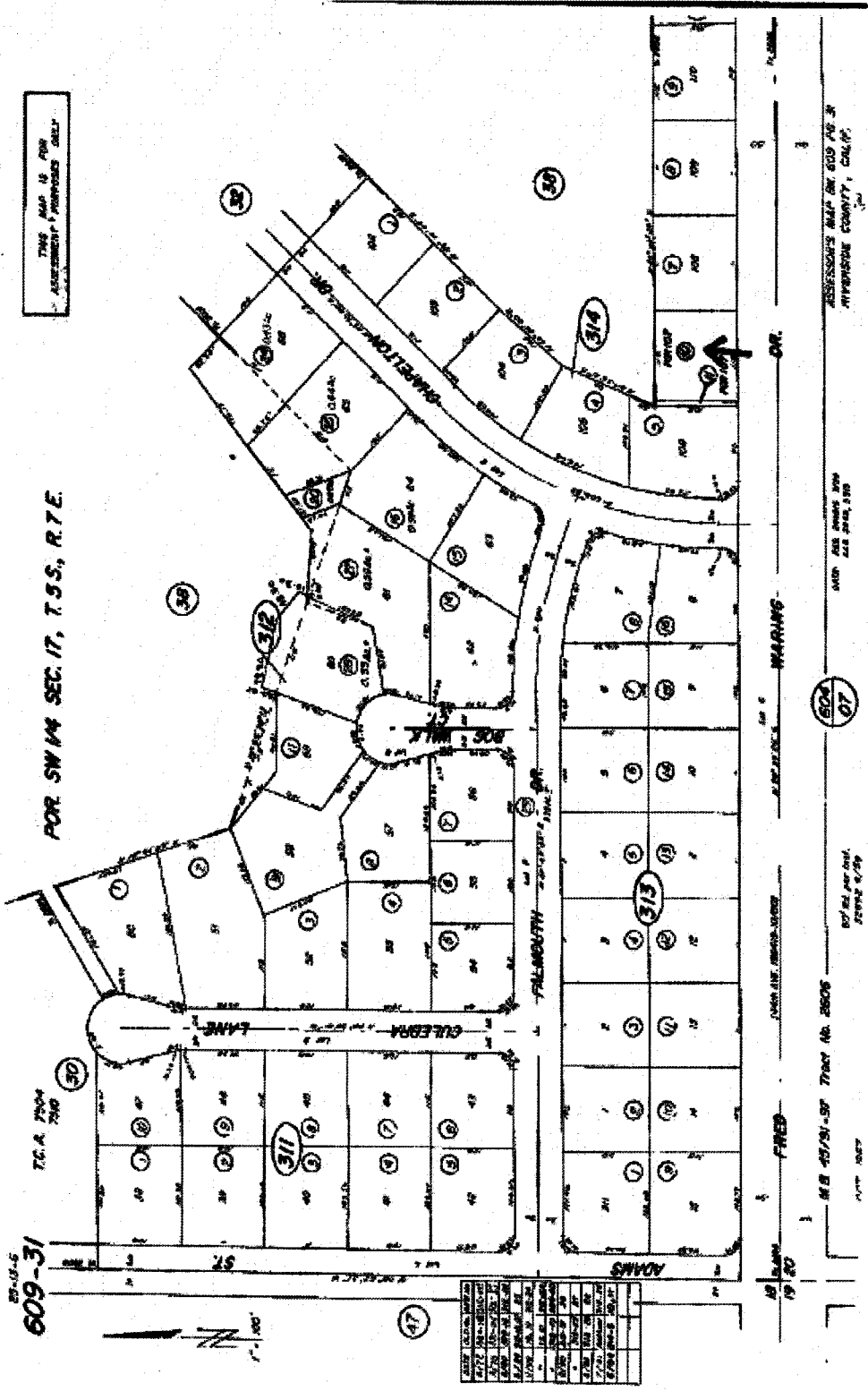
19 Pamela J. Walls, County Counsel

20 By: [Signature]
21 Patricia Munroe
22 Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

FOR SW 1/4 SEC. 17, T.5S., R.7E.



ASSESSOR'S MAP NO. 609 AS OF
HYDEBURG COUNTY, CALIF.

WITH ALL RIGHTS AND
EASES RESERVED

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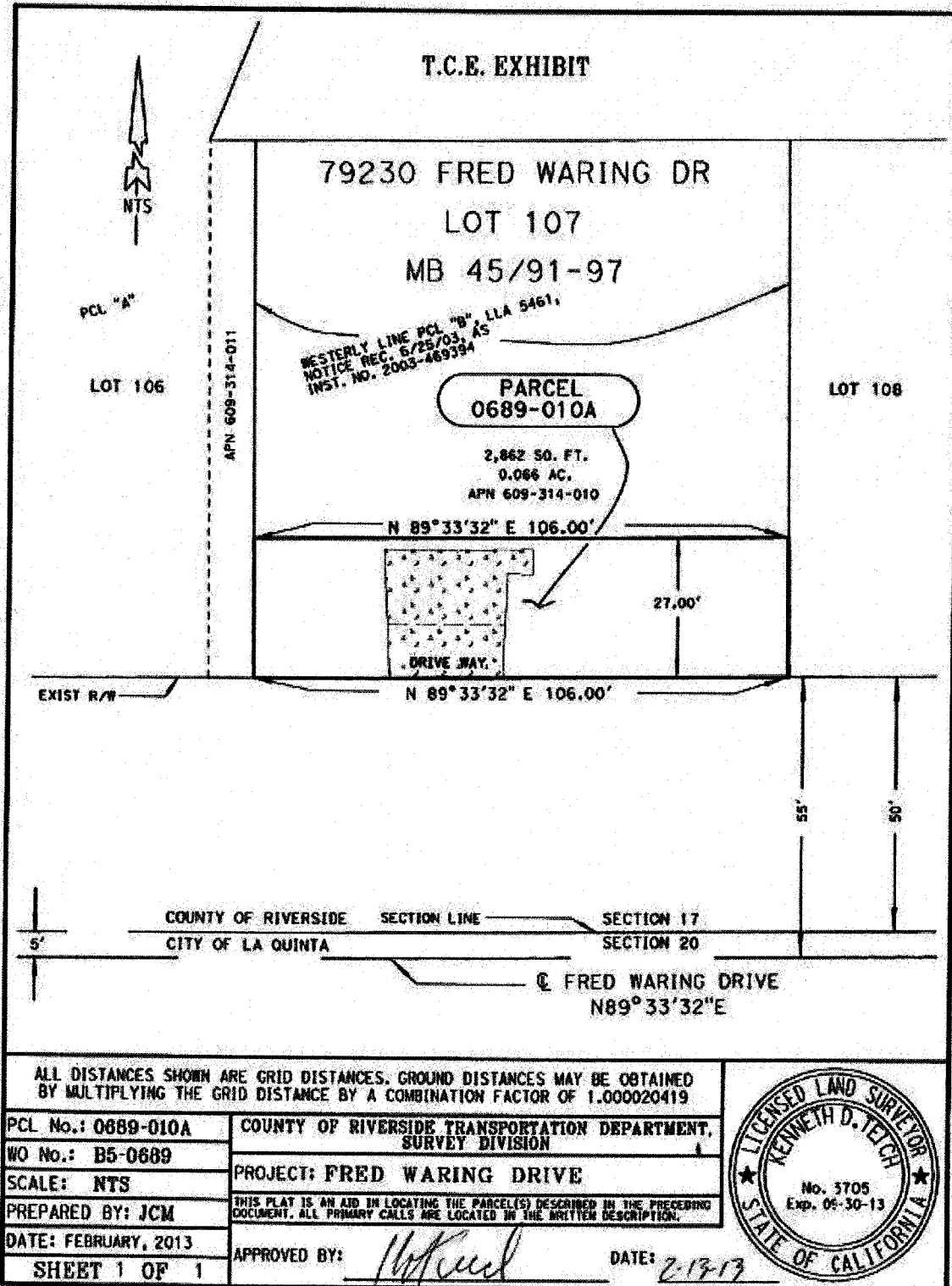
607 1/2 AC. PER LOT
200' X 100'

1/2 AC. PER LOT
200' X 100'

LOT	ACREAGE	OWNER
1	0.125	...
2	0.125	...
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ATTACHMENT "2"
 EXHIBIT OF
 TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA

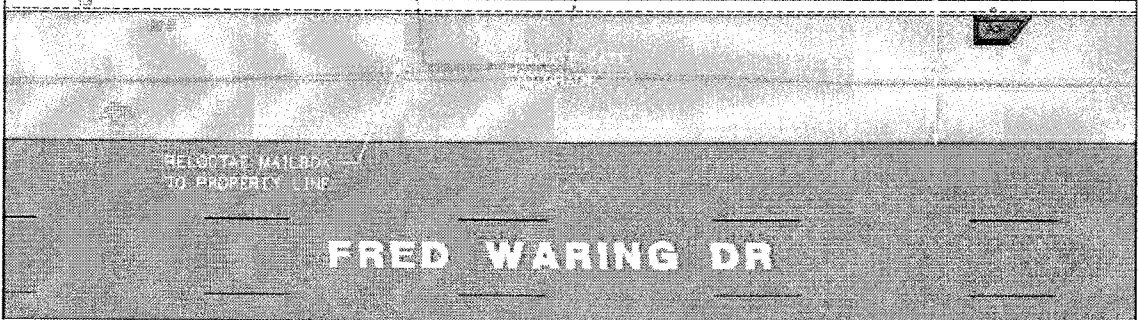



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea		20	-
1 Gallon Shrub		Ea		10	-
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf	200	0.85	170.00
Seed Turf		Sf	1,600	0.3	480.00
Soil Preparation		Sf	200	0.35	70.00
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf	1800	0.1	180.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf		0.85	-
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Spray Irrigation		SF	200	1.5	300.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finis	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finis	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
					-
Wall Reconstruction					
Wall Engineering		LS	1	850	850.00
5' high slump block wall		Lf			-
concrete wall cap		Lf		8	-
additional standard block 3 rows		Lf		30	-
additional slump block 3 rows		Lf	95	35	3,325.00
Paint Wall		Lf	95	4	380.00
Landscape Lighting					
		LS		100	-
			Sub-Total		5,755.00
Owner Coordination Cost (20%)				0.2	1,151.00
			Sub-Total		6,906.00
OPC Appraisal Contingency (10%)					690.60
Total					7,596.60

ATTACHMENT "4"
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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LEGEND	PROJECT	SHEET No.
 COUNTY TO RECONSTRUCT DRIVEWAY, LANDSCAPE AND ADJUST GATE	FRED WARING DRIVE IMPACTS TO 79230 FRED WARING DR	SHEET XX of XX

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 ("County"), and
3

4 ALAN F. JEEVES, an unmarried man ("Grantor")
5

6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-340-004

8 PARCEL NO.: 0689-017A
9

10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement ("Agreement") is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 ("County") and ALAN F. JEEVES, an unmarried man ("Grantor"). County and Grantor
14 are sometimes collectively referred to as "Parties."

15 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
16 and use the land of Grantor in the County of Riverside, State of California, as portion of
17 Assessor's Parcel Number 609-340-004, highlighted on Attachment "1," attached
18 hereto ("Property"), and made a part hereof, for temporary access and for all purposes
19 necessary to facilitate and accomplish the construction of Fred Waring Drive
20 Improvements Project.

21 2. AFFECTED PARCEL. The temporary construction access, used during
22 construction of the Project, referenced as Parcel No. 0689-017A consisting of 2,300
23 square feet as depicted on Attachment "2," attached hereto, and made a part hereof
24 ("TCA Area").

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of
26 Fifteen Thousand Eight Hundred Dollars (\$15,800.00) for the right to enter upon and
27 use the TCA Area in accordance with the terms hereof. The improved value is based
28 on the highlighted items shown in attachment "3", (Description of Improvement),

1 attached hereto and is included in the total compensation of this agreement.

2 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
3 to the Grantor prior to using the rights herein granted. The rights herein granted may
4 be exercised for six (6) months from the 30 day written notice, or until completion of
5 said Project, whichever occurs later.

6 5. EQUIPMENT. It is understood that the County may enter upon the TCA
7 Area where appropriate or designated for the purpose of getting equipment to and from
8 the TCA Area.

9 6. RESPONSIBILITES.

10 a. Grantor's Responsibilities – County has identified landscape items that
11 may be impacted by construction activities. Grantor is responsible for the
12 purchase and installation of Attachment “3” items. Grantor removes the
13 County from the obligation or responsibility for installation or restoration
14 of these items. Grantor waives rights to seek additional compensation for
15 landscaping.

16 b. County's Responsibilities - County or its contractors shall remove or alter
17 some of the landscape, irrigation and hardscape items necessary to
18 complete the public improvement project from the TCA Area. The County
19 or its contractors will match the grade of the parcel to the roadway at the
20 property line. This will require relocating mailbox, realigning gate,
21 reconstructing front yard wall and reconstructing entry driveway
22 approach. An exhibit depicting the existing condition of the property with
23 these recommended improvements is attached, Attachment “4”. Any
24 privately-owned site improvements currently located within the public
25 right of way will be removed by the contractor without compensation.
26 County will provide pedestrian access to the property during construction.

27
28 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area

1 by County, but before its relinquishment to Grantor, debris generated by County's use
2 will be removed and the surface will be graded and left in a neat condition.

3 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
4 third persons arising from the County's use of the TCA Area permitted under this
5 Agreement; however, this hold harmless agreement does not extend to any liability
6 arising from or as a consequence of the presence of hazardous waste on the Property.

7 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
8 Property and that they have the right to grant County permission to enter upon and use
9 the Property.

10 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
11 between the parties hereto. This Agreement is intended by the parties as a final
12 expression of their understanding with respect to the matters herein and is a complete
13 and exclusive statement of the terms and conditions thereof. This Agreement
14 supersedes any and all other prior agreements or understandings, oral or written, in
15 connection therewith. No provision contained herein shall be construed against the
16 County solely because it provided or prepared this Agreement.

17 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
18 modified, or amended except upon the written consent of the parties hereto.

19 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
20 interest, shall be bound by all the terms and conditions contained in this Agreement,
21 and all the parties thereto shall be jointly and severally liable thereunder.

22 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
23 subparagraphs herein are for the purpose of convenience and reference only, and shall
24 in no way limit, define or otherwise affect the provisions of this Agreement.

25 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
26 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
27 by this Agreement shall be tried in a court of competent jurisdiction in the County of
28 Riverside, State of California, and the Parties hereby waive all provisions of law

1 providing for a change of venue in such proceedings to any other county.

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

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

6
7 COUNTY:

8 COUNTY OF RIVERSIDE

GRANTOR:

ALAN F. JEEVES, an unmarried man

9
10 By: 

John J. Bendit, Chairman
Board of Supervisors

By:  4/3/13

Alan F. Jeeves

11
12
13 ATTEST:

14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: 

Deputy

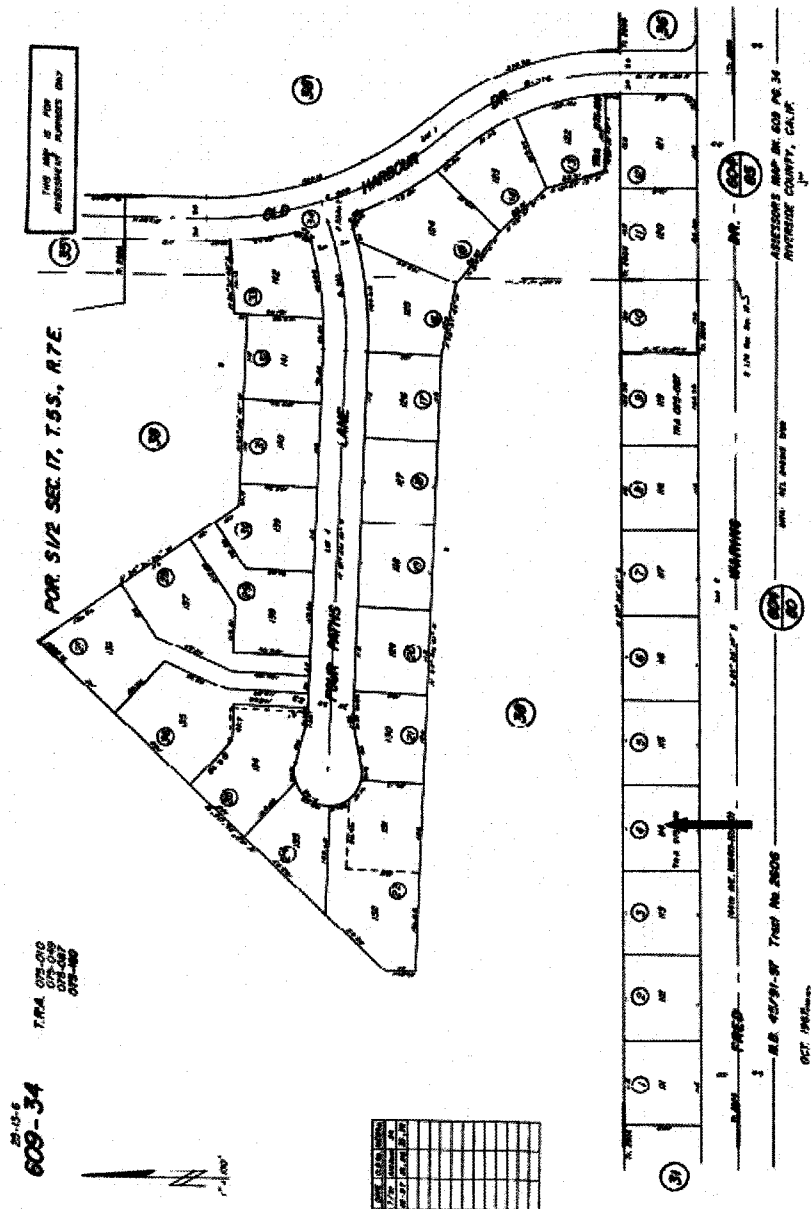
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18 APPROVED AS TO FORM:

19 Pamela J. Walls, County Counsel

20
21 By: 

Patricia Munroe
22 Deputy County Counsel

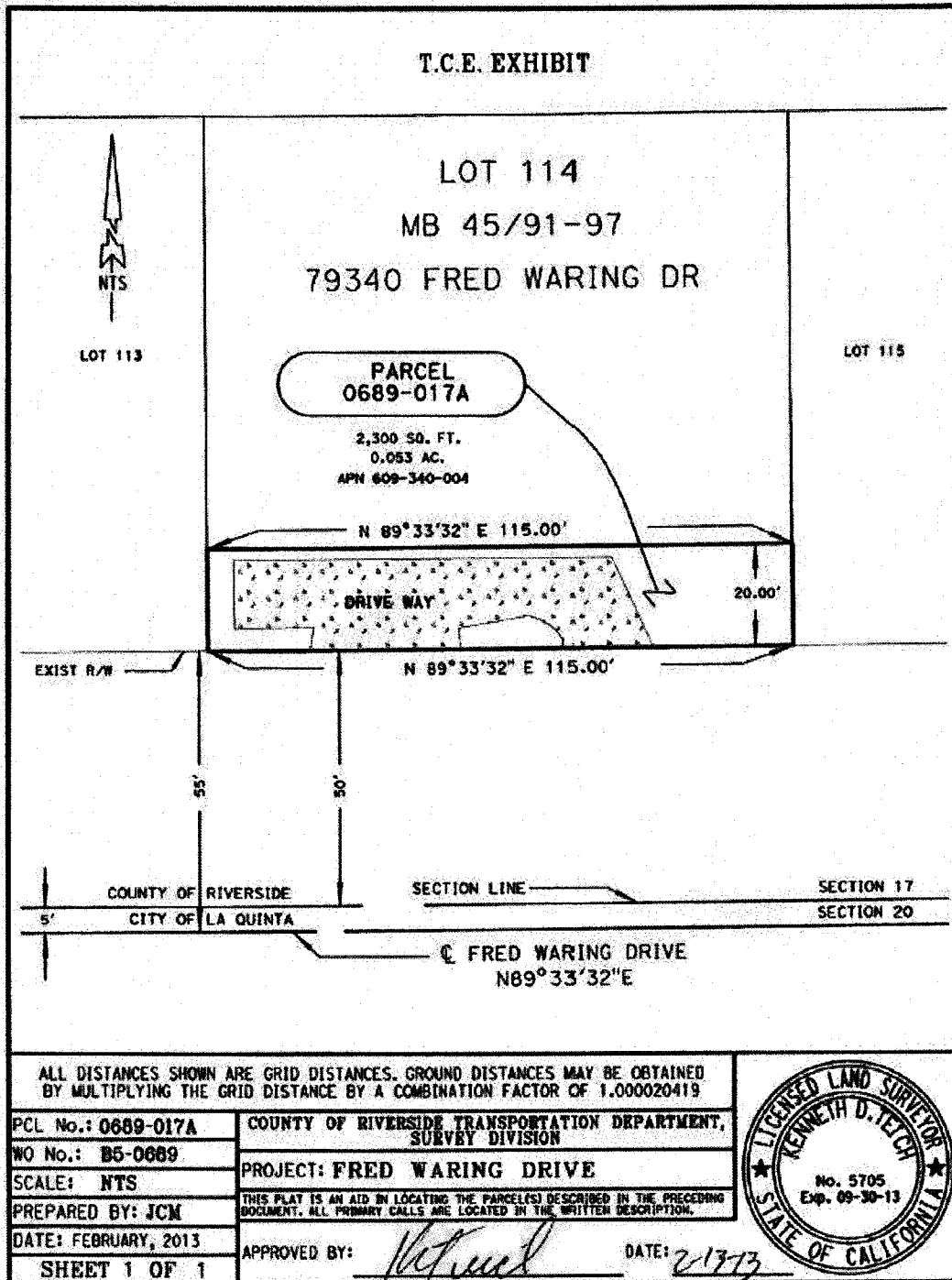
ATTACHMENT "1"
 EXHIBIT OF PROPERTY DEPICTION



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ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea		20	-
1 Gallon Shrub		Ea		10	-
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Turf Overseeding		Sf		0.3	-
Soil Preparation		Sf		0.35	-
6" Plastic Planter Header		LF		4	-
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf		0.85	-
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF		1	-
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF	1,650	1.5	2,475.00
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf	1,650	5.25	8,662.50
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
					-
Wall Reconstruction					
Wall Engineering		LS		850	-
5' High standard block wall		LS		58	-
5' High slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Paint Walls		Lf		4	-
					-
Landscape Lighting					
		LS		100	-
			Sub-Total		11,137.50
Owner Coordination Cost (20%)				0.2	2,227.50
			Sub-Total		13,365.00
Owner Corrdination Cost (10%)					1,336.50
Total					14,701.50