

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



SUBMITTAL DATE:
June 13, 2013

FROM: Economic Development Agency/Facilities Management and
Transportation Department

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 0689-022A, 0689-012A, 0689-013A, 0689-020A, 0689-025A, 0689-027A, and 0689-036A, all within portions of Assessor's Parcel Numbers 609-340-009, 609-314-008, 609-314-009, 609-340-007, 609-340-012, 609-362-010, and 604-180-049;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

RECOMMENDED MOTION: (Continued)

Patricia Komo
Assistant Director of Transportation

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 146,925	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	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 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: June 25, 2013
xc: EDA, Auditor, Transp.

Kecia Harper-Ihem
Clerk of the Board

By: Deputy

3-14

Prev. Agn. Ref.: 3-34 of 1/8/2013

District: 4/4

Agenda Number:

ATTACHMENTS FILED

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 \$17,900 for temporary access to a portion of Assessor's Parcel Number 609-340-009 identified as Parcel 0689-022A and \$2,500 to pay all related transaction costs;
5. Authorize and allocate the sum of \$10,900 for temporary access to a portion of Assessor's Parcel Number 609-314-008 identified as Parcel 0689-012A and \$2,500 to pay all related transaction costs;
6. Authorize and allocate the sum of \$16,600 for temporary access to a portion of Assessor's Parcel Number 609-314-009 identified as Parcel 0689-013A and \$2,500 to pay all related transaction costs;
7. Authorize and allocate the sum of \$54,700 for temporary access to a portion of Assessor's Parcel Number 609-340-007 identified as Parcel 0689-020A and \$2,500 to pay all related transaction costs;
8. Authorize and allocate the sum of \$3,325 for temporary access to a portion of Assessor's Parcel Number 609-340-012 identified as Parcel 0689-025A and \$2,500 to pay all related transaction costs;
9. Authorize and allocate the sum of \$20,000 for temporary access to a portion of Assessor's Parcel Number 609-362-010 identified as Parcel 0689-027A and \$2,500 to pay all related transaction costs; and
10. Authorize and allocate the sum of \$6,000 for temporary access to a portion of Assessor's Parcel Number 604-180-049 identified as Parcel 0689-036A and \$2,500 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 sound wall 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:

(Continued)

BACKGROUND: (Continued)

Parcel No.	Assessor's Parcel No. (portion)	Owner	Rental Price and Improvements	Associated Costs*	Subtotal
0689-022A	609-340-009	Ros	\$17,900	\$2,500	\$20,400
0689-012A	609-314-008	Keller	\$10,900	\$2,500	\$13,400
0689-013A	609-314-009	Auldridge	\$16,600	\$2,500	\$19,100
0689-020A	609-340-007	Nadeau	\$54,700	\$2,500	\$57,200
0689-025A	609-340-012	Mercado	\$3,325	\$2,500	\$5,825
0689-027A	609-362-010	Matz	\$20,000	\$2,500	\$22,500
0689-036A	604-180-049	Borson	\$6,000	\$2,500	\$8,500
Totals			\$129,425	\$17,500	\$146,925

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

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: 609-340-009, 609-314-008, 609-314-009, 609-340-007, 609-340-012, 609-362-010 and 609-180-049:

Temporary Access (Rental Price)	\$129,425
EDA/FM Real Property Staff Time	17,500
Total Estimated Acquisition Costs	\$146,925

The total estimated acquisition costs will be paid directly by the Transportation Department and 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 0689-022A
- (4) Temporary Construction Access Agreements for Parcel 0689-012A
- (4) Temporary Construction Access Agreements for Parcel 0689-013A
- (4) Temporary Construction Access Agreements for Parcel 0689-020A
- (4) Temporary Construction Access Agreements for Parcel 0689-025A
- (4) Temporary Construction Access Agreements for Parcel 0689-027A
- (4) Temporary Construction Access Agreements for Parcel 0689-036A

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

EMY PAZ RAVAL ROS, a married woman, as her sole and separate property,
("Grantor")

PROJECT: Fred Waring Drive Improvements

APN: 609-340-009 (PORTION)

PARCEL NO.: 0689-002A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and EMY PAZ RAVAL ROS, a married woman, as her sole and separate property, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, as portion of Assessor's Parcel Number 609-340-009, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, for temporary access and for all purposes necessary to facilitate and accomplish the construction of Fred Waring Drive Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0689-002A consisting of 3,120 square feet as depicted on Attachment "2," attached hereto, and made a part hereof ("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of Seventeen Thousand Nine Hundred Dollars (\$17,900.00) for the right to enter upon

1 and use the TCA Area in accordance with the terms hereof. The improved value is
2 based on the highlighted items shown in attachment "3", (Description of Improvement),
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, relocate driveway gate

23 remote, realigning gates, reconstructing front yard walls, reconstructing
24 concrete driveway, entry walkway, landscape retaining walls and
25 regarding lot to proposed final grades. An exhibit depicting the existing
26 condition of the property with these recommended improvements is
27 attached, Attachment "4". Any privately-owned site improvements
28 currently located within the public right of way will be removed by the

1 contractor without compensation. 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.

6
7 COUNTY:

8 COUNTY OF RIVERSIDE

GRANTOR:

9
10 EMY PAZ RAVAL ROS, a married
woman, as her sole and separate
property

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

By: Emy Paz Raval Ros
Emy Paz Raval Ros

14 ATTEST:

15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: Karla B. Giron
18 Deputy

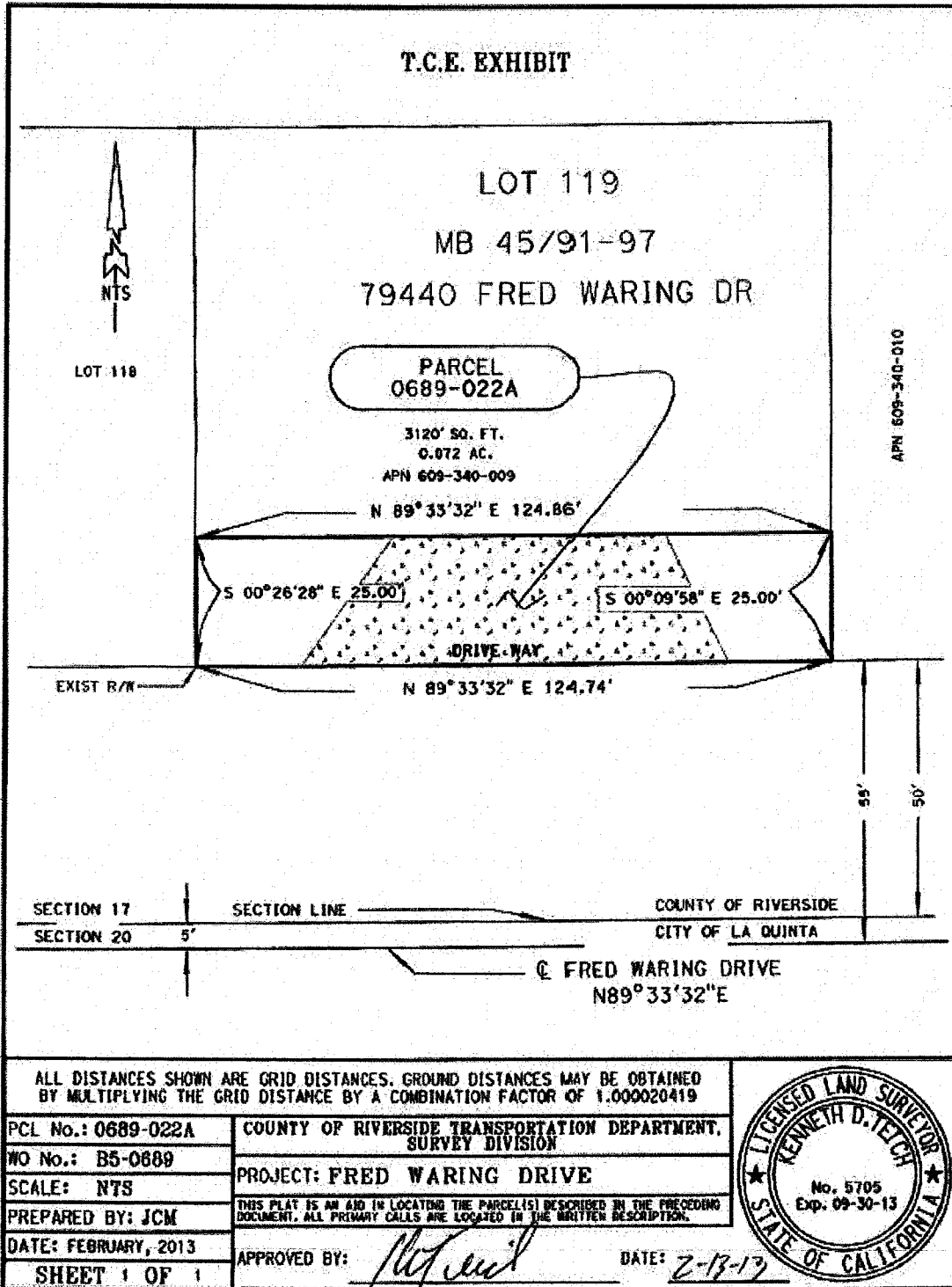
19 APPROVED AS TO FORM:

20 Pamela J. Walls, County Counsel

21 By: Patricia Munroe
22 Patricia Munroe
23 Deputy County Counsel
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ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3" DESCRIPTION OF IMPROVEMENTS

Fred Waring Drive

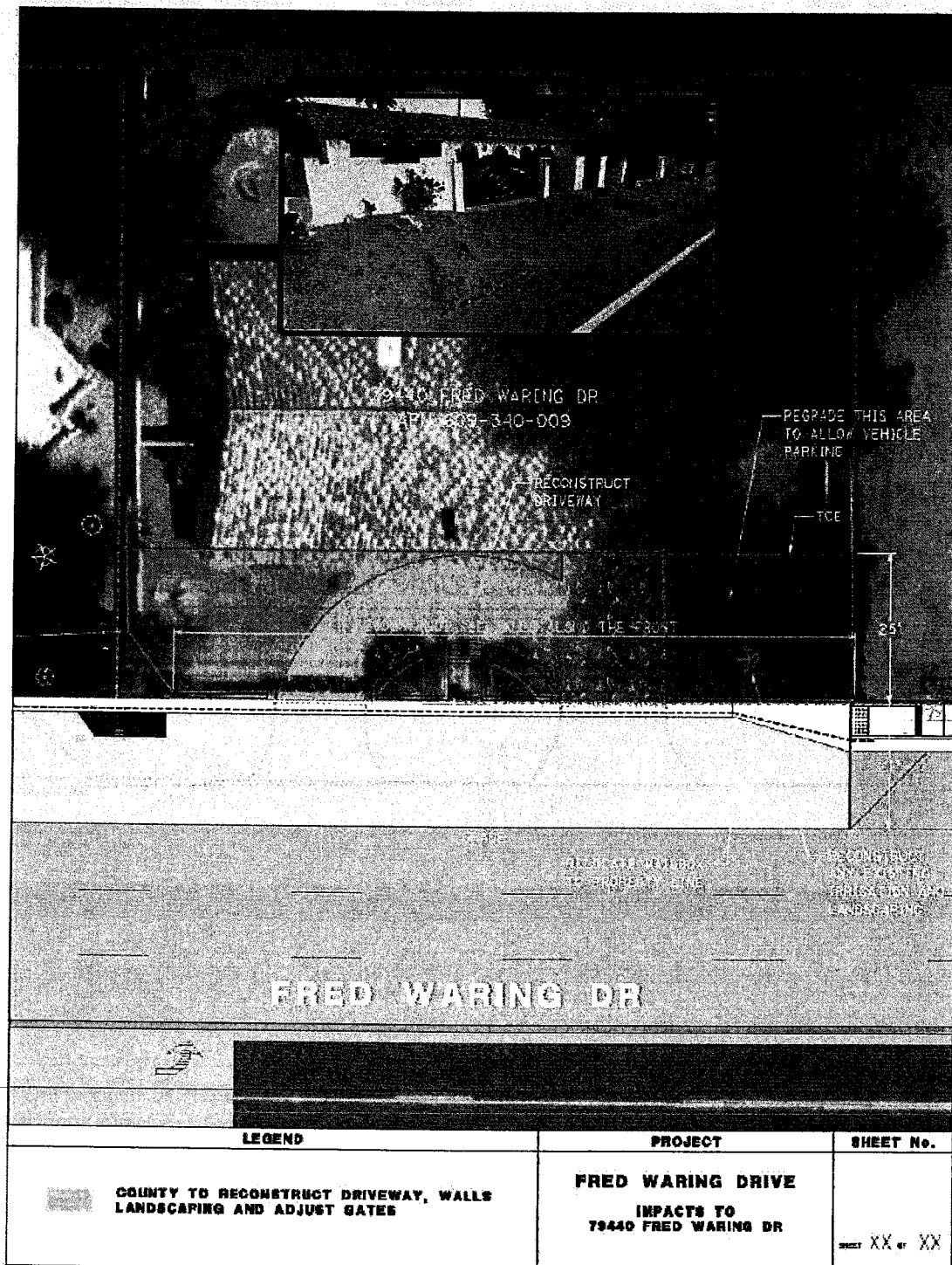
79440 Fred Waring Drive

Cost Estimates

Paz Emy Raval

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	7	250	1,750.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	75	20	1,500.00
1 Gallon Shrub		Ea	20	10	200.00
15 Gallon Vine		Ea	9	75	675.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Turf Overseeding		Sf		0.3	-
Soil Preparation		Sf	1,740	0.35	609.00
6" Plastic Planter Header		LF	80	4	320.00
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thick Decomposed Granite		Sf	1,740	0.85	1,479.00
2" Thick Rock Mulch		Sf	1,740	0.85	1,479.00
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Spray Irrigation		SF		1.5	-
Drip Irrigation per SF		SF	1,740	1	1,740.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1	-
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		3	-
Brick Driveway		Lf		12	-
					-
Wall Reconstruction					
3' High Graden Retaining Walls		Lf		50	-
5' high slump block wall		Lf			-
concrete wall cap		Lf		2.5	-
Add additional slump block 3 rows		Lf		25	-
Lighting at entry gate pilasters		EA		300	-
Paint Block Wall		LF		3	-
Landscape Lighting		LS	1	700	700.00
Landscape Architect		LS	1	2,000	2,000.00
			Sub-Total		12,452.00
Owner Coordination Cost (20%)				0.2	2,490.40
Total					14,942.40

ATTACHMENT "4" AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



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

ROBERT M. KELLER and EILEEN B. PONTRELLI, Husband and Wife as Community
Property with right of survivorship, ("Grantor")

PROJECT: Fred Waring Drive Improvements
APN: 609-314-008 (PORTION)
PARCEL NO.: 0689-012A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and
between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
("County") and ROBERT M. KELLER and EILEEN B. PONTRELLI, Husband and Wife
as Community Property with right of survivorship, ("Grantor"). County and Grantor are
sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
and use the land of Grantor in the County of Riverside, State of California, as portion of
Assessor's Parcel Number 609-314-008, highlighted on Attachment "1," attached
hereto ("Property"), and made a part hereof, for temporary access and for all purposes
necessary to facilitate and accomplish the construction of Fred Waring Drive
Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during
construction of the Project, referenced as Parcel No. 0689-012A consisting of 3,105
square feet as depicted on Attachment "2," attached hereto, and made a part hereof
("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of
Ten Thousand Nine Hundred Dollars (\$10,900.00) for the right to enter upon and use

1 the TCA Area in accordance with the terms hereof. The improved value is based on
2 the highlighted items shown in attachment "3", (Description of Improvement), attached
3 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
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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, realigning gate and
23 reconstructing driveway. An exhibit depicting the existing condition of the
24 property with these recommended improvements is attached, Attachment
25 "4". Any privately-owned site improvements currently located within the
26 public right of way will be removed by the contractor without
27 compensation. County will provide pedestrian access to the property
28 during construction.

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

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

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

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

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

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

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

27 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
28 by either of the Parties hereto for the purpose of enforcing a right or rights providing for

1 by this Agreement shall be tried in a court of competent jurisdiction in the County of
2 Riverside, State of California, and the Parties hereby waive all provisions of law
3 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:
ROBERT M. KELLER and EILEEN B.
PONTRELLI, Husband and Wife as
Community Property with right of
survivorship

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

By: Robert M. Keller
Robert M. Keller

By: Eileen B. Pontrelli
Eileen B. Pontrelli

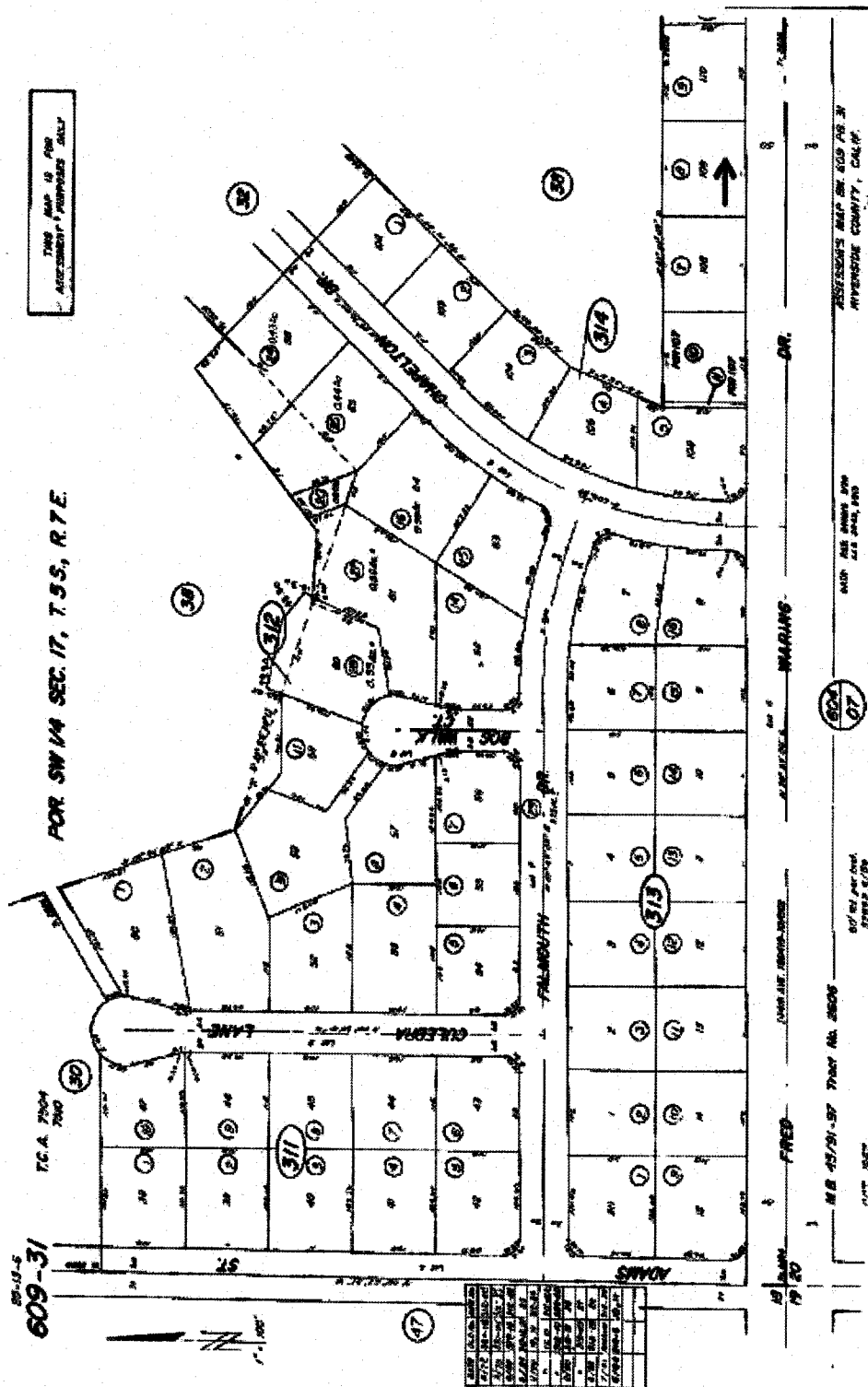
16 ATTEST:
17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: Kallington
20 Deputy

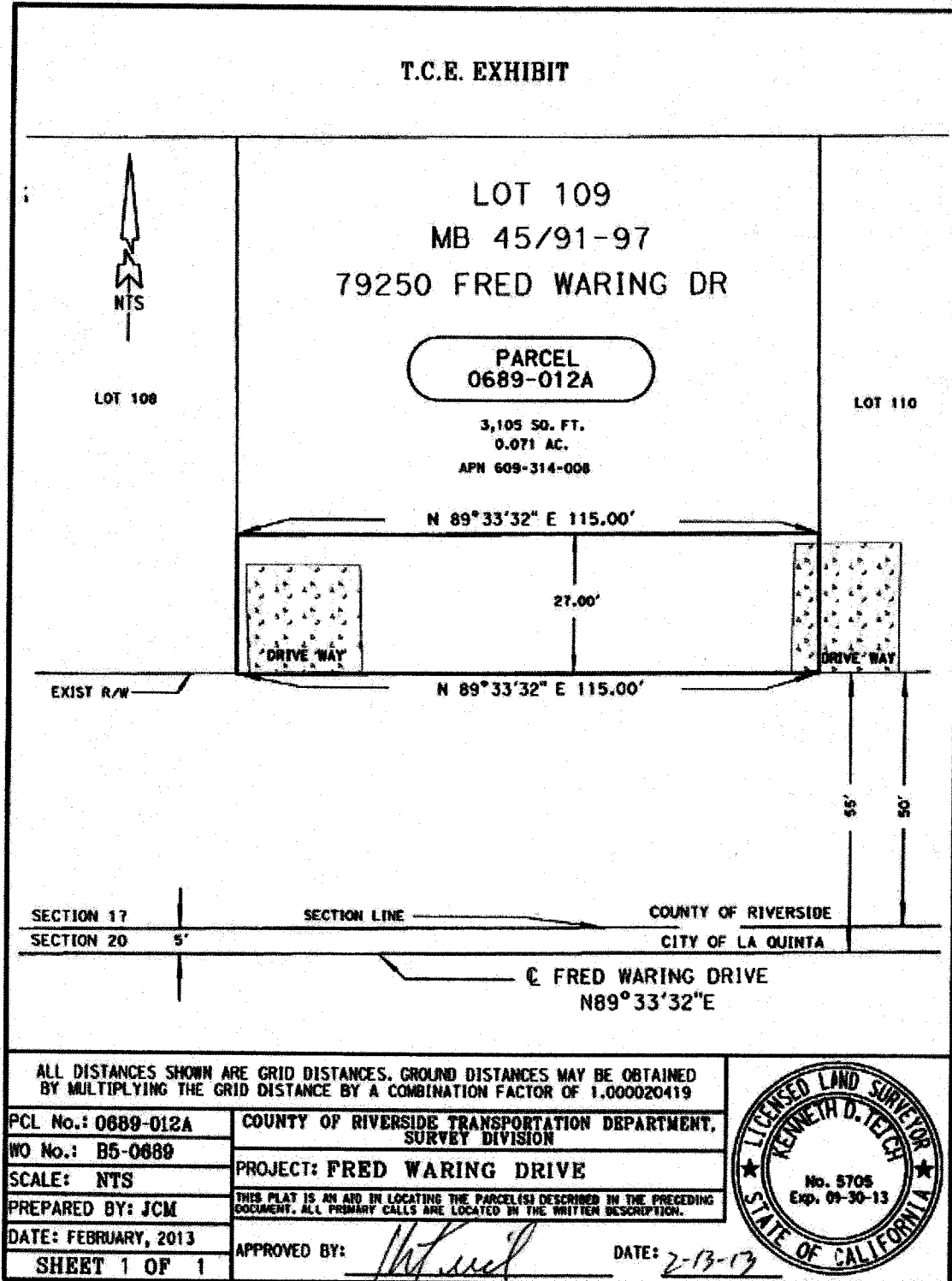
21 APPROVED AS TO FORM:
22 Pamela J. Walls, County Counsel

23 By: Patricia Munroe
24 Patricia Munroe
25 Deputy County Counsel

**THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY**



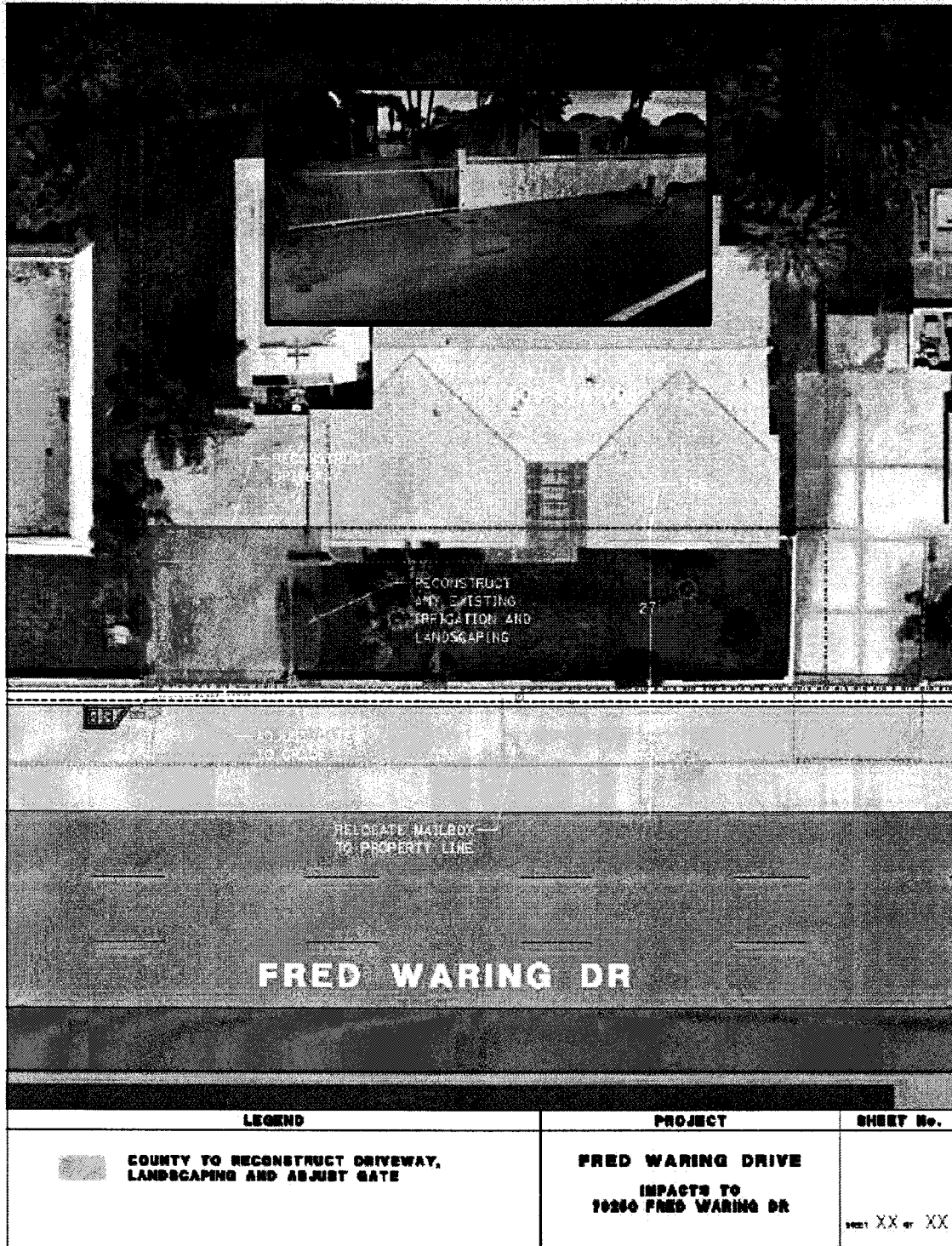
ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



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	-
Seed Turf		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		1.5	-
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					-
5' High standard block wall		Lf		58	-
Wall Engineering		LS	1	850	850.00
concrete wall cap		Lf	90	8	720.00
Remove 1 row decorative block from wall		Lf	90	5	450.00
additional slump block 4 rows		Lf	90	40	3,600.00
Paint Wall		Lf	90	7	630.00
Landscape Lighting		LS		100	-
			Sub-Total		6,250.00
Owner Coordination Cost (20%)				0.2	1,250.00
			Sub-Total		7,500.00
OPC Appraisal Contingency (10%)					750.00
Total					8,250.00

ATTACHMENT "4" AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



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

JAMES D. AULDRIDGE and BONNIE G. AULDRIDGE, Trustees of the James D.
Auldridge Family Trust Dated November 15, 1990 ("Grantor")

PROJECT: Fred Waring Drive Improvements
APN: 609-314-009
PARCEL NO.: 0689-013A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and
between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
("County") and JAMES D. AULDRIDGE and Bonnie G. AULDRIDGE, Trustees of the
James D. Auldridge Family Trust Dated November 15, 1990 ("Grantor"). County and
Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
and use the land of Grantor in the County of Riverside, State of California, as portion of
Assessor's Parcel Number 609-314-009, highlighted on Attachment "1," attached
hereto ("Property"), and made a part hereof, for temporary access and for all purposes
necessary to facilitate and accomplish the construction of Fred Waring Drive
Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during
construction of the Project, referenced as Parcel No. 0689-013A consisting of 3,105
square feet as depicted on Attachment "2," attached hereto, and made a part hereof
("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of
Sixteen Thousand Six Hundred Dollars (\$16,600.00) for the right to enter upon and use

1 the TCA Area in accordance with the terms hereof. Payment to the Grantor for items
2 listed in Attachment "3" is included in the compensation portion 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. RESPONSIBILITIES.

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 the mailbox, reconstructing the
22 front yard wall, realigning the gate and reconstructing the entry driveway.
23 An exhibit depicting the existing condition of the property with these
24 recommended improvements is attached, Attachment "4". Any privately-
25 owned site improvements currently located within the public right of way
26 will be removed by the contractor without compensation. County will
27 maintain pedestrian access to the property during construction.

1 7. REMOVAL OR DISPOSAL. The right to enter upon and use the TCA
2 Area includes the right to remove and dispose of certain items listed in Attachment "3".
3 Payment to the Grantor for items listed in Attachment "3" is included in Paragraph 3
4 above (the compensation portion of this Agreement).

5 8. COUNTY TO PROTECT IN PLACE. County agrees to perform its best
6 efforts to protect in place items listed in Attachment "3", however, in the event items are
7 impacted by construction activities, County has provided compensation to Grantor for
8 these items in Attachment "3".

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

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

16 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
17 Property and that they have the right to grant County permission to enter upon and use
18 the Property.

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

26 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
27 modified, or amended except upon the written consent of the parties hereto.

28 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in

1 interest, shall be bound by all the terms and conditions contained in this Agreement,
2 and all the parties thereto shall be jointly and severally liable thereunder.

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

6 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
7 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
8 by this Agreement shall be tried in a court of competent jurisdiction in the County of
9 Riverside, State of California, and the Parties hereby waive all provisions of law
10 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:

JAMES D. AULDRIDGE and

BONNIE G. AULDRIDGE, Trustees of
the James D. Aldridge Family Trust

Dated November 15, 1990

12
13 By: 
14 John J. Benoit, Chairman
15 Board of Supervisors

By: 
James D. Aldridge

By: 
Bonnie G. Aldridge

16 ATTEST:

17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: 
20 Deputy

21 APPROVED AS TO FORM:

22 Pamela J. Walls, County Counsel

23 By: 
24 Patricia Munroe
25 Deputy County Counsel

ATTACHMENT "1"

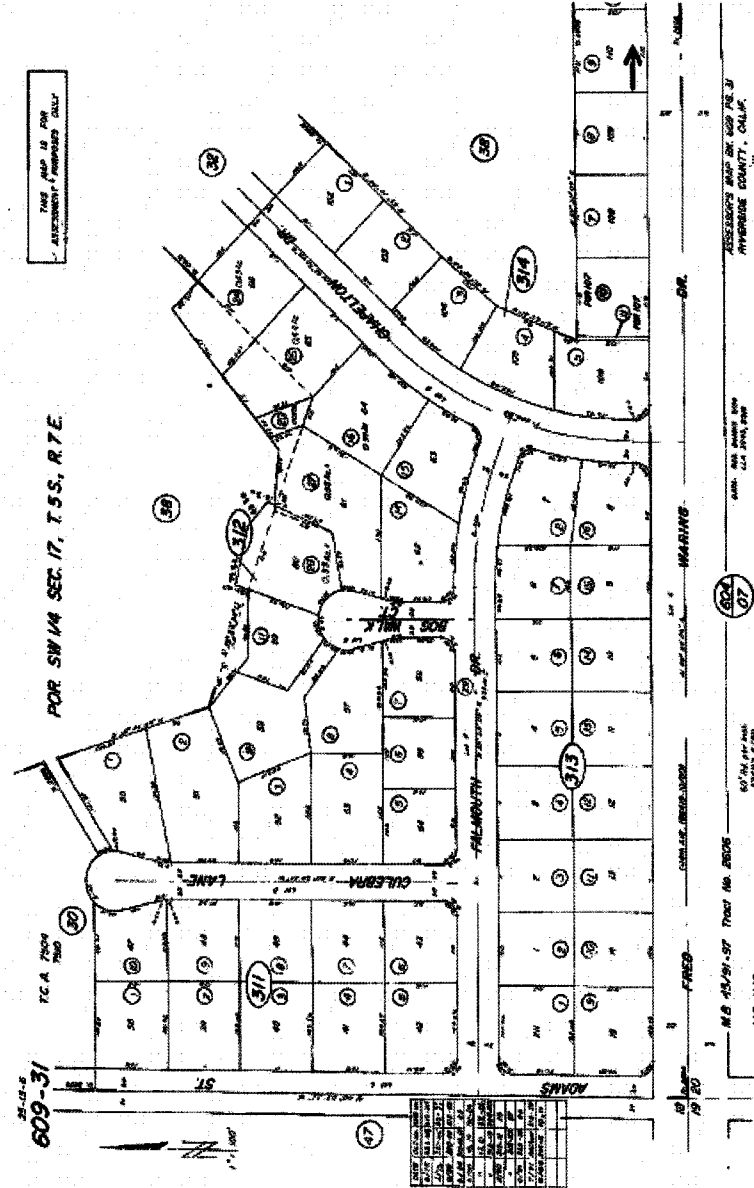
EXHIBIT OF PROPERTY DEPICTION

Branch :OC1,User :3084

Order: 1411055 Title Officer: 32 Comment:

Station Id :LA7G

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES

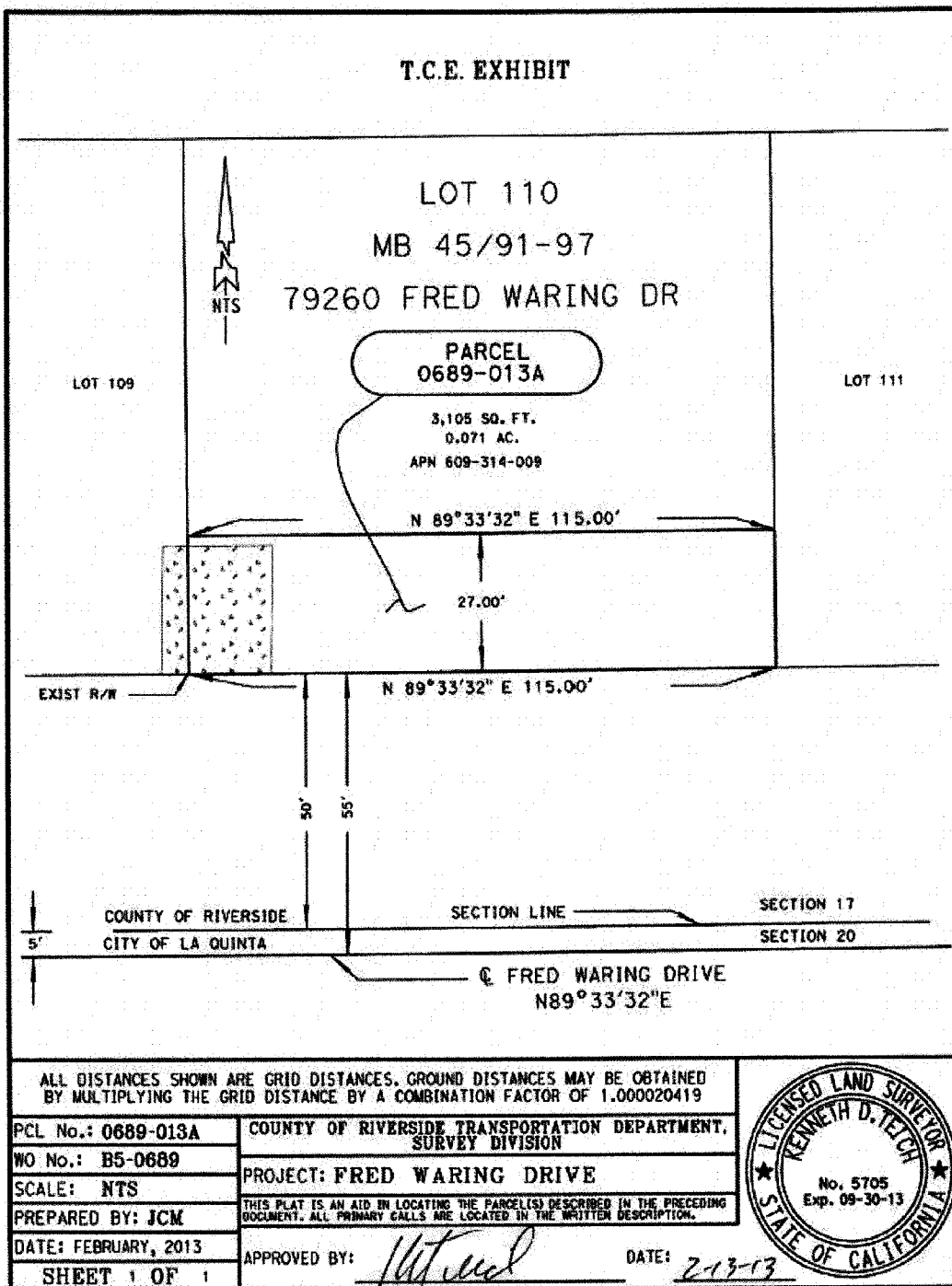


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Document: ASSESSOR_MAP 609.31

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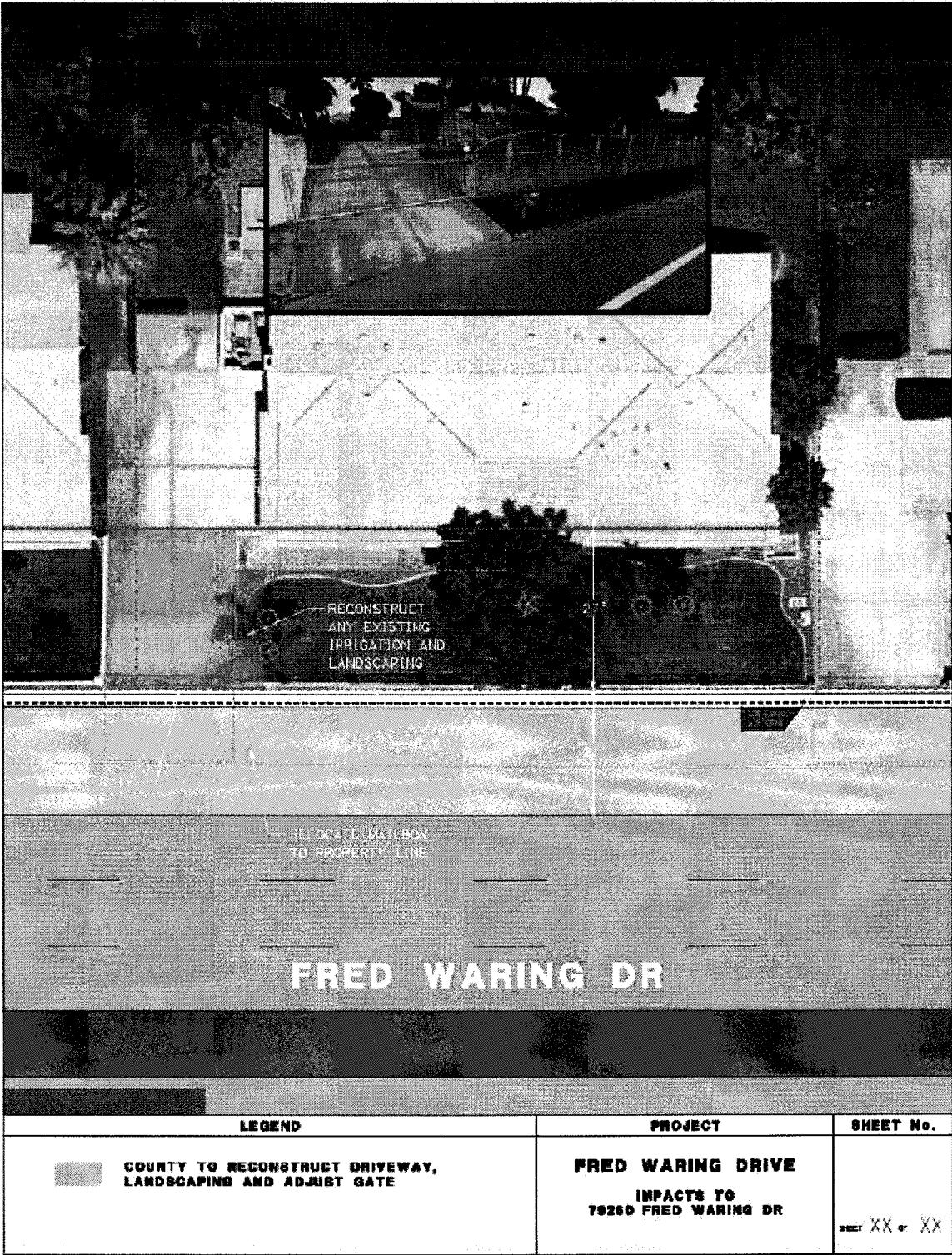
ATTACHMENT "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



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	-
Overseed Turf		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		1.5	-
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					
Sliding Gate Metal Backing		EA	1	1,100	1,100.00
Wall Engineering		LS	1	1,100	1,100.00
concrete wall cap		Lf	90	8	720.00
Remove Existing Tubular Steet Fence		Lf	90	3	270.00
additional slump block 7 rows		Lf	90	84	7,560.00
Paint Wall		Lf	90	8	720.00
Landscape Lighting		LS		100	-
			Sub-Total		11,470.00
Owner Coordination Contingency Cost (20%)				0.2	2,294.00
			Sub-Total		13,764.00
OPC Contingency (10%)				0.1	1,376.40
Total					15,140.40

ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



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

DAVID JAMES NADEAU, a married man, as his sole and separate property, ("Grantor")

PROJECT: Fred Waring Drive Improvements

APN: 609-340-007 (PORTION)

PARCEL NO.: 0689-020A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

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

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, as portion of Assessor's Parcel Number 609-340-007, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, for temporary access and for all purposes necessary to facilitate and accomplish the construction of Fred Waring Drive Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0689-020A consisting of 3,105 square feet as depicted on Attachment "2," attached hereto, and made a part hereof ("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of Fifty Four Thousand Seven Hundred Dollars (\$54,700.00) for the right to enter upon and use the TCA Area in accordance with the terms hereof. The improved value is

1 based on the highlighted items shown in attachment "3", (Description of Improvement),
2 attached hereto 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. RESPONSIBILITIES.

- 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 the regrading of the driveway and
22 reconstruction of front yard wall. An exhibit depicting the existing
23 condition of the property with these recommended improvements is
24 attached, Attachment "4". Any privately-owned site improvements
25 currently located within the public right of way will be removed by the
26 contractor without compensation. County will provide pedestrian access
27 to the property during construction.
- 28

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.

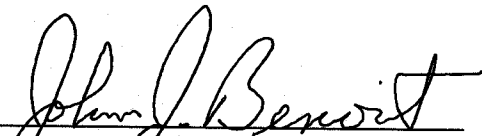
4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

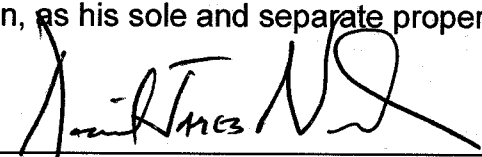
6
7 COUNTY:

8 COUNTY OF RIVERSIDE

GRANTOR:

DAVID JAMES NADEAU, a married
man, as his sole and separate property

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

By: 
David James Nadeau

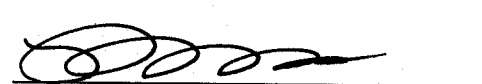
14 ATTEST:

15 Kecia Harper-Ihem
16 Clerk of the Board

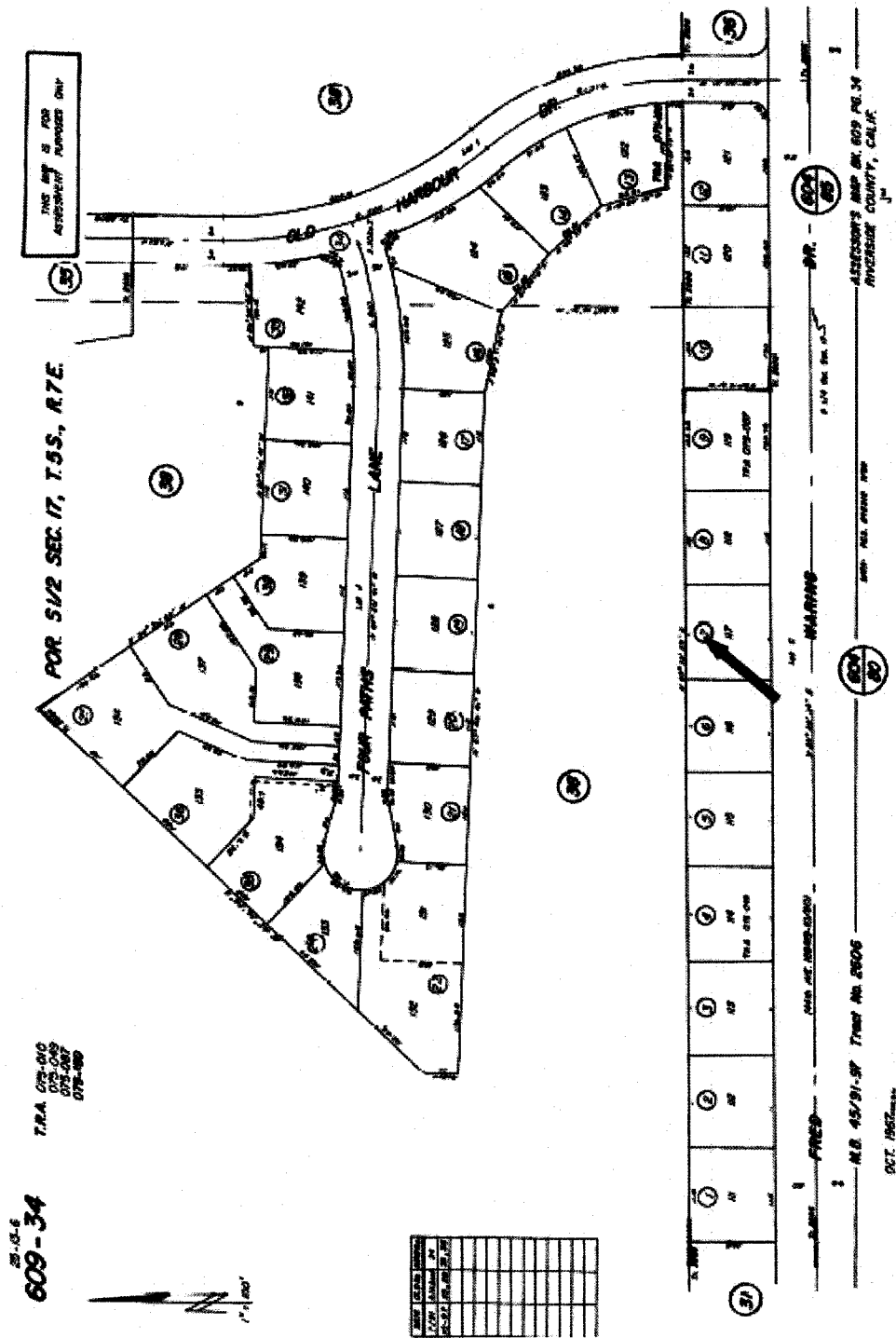
17 By: 
18 Deputy

19 APPROVED AS TO FORM:

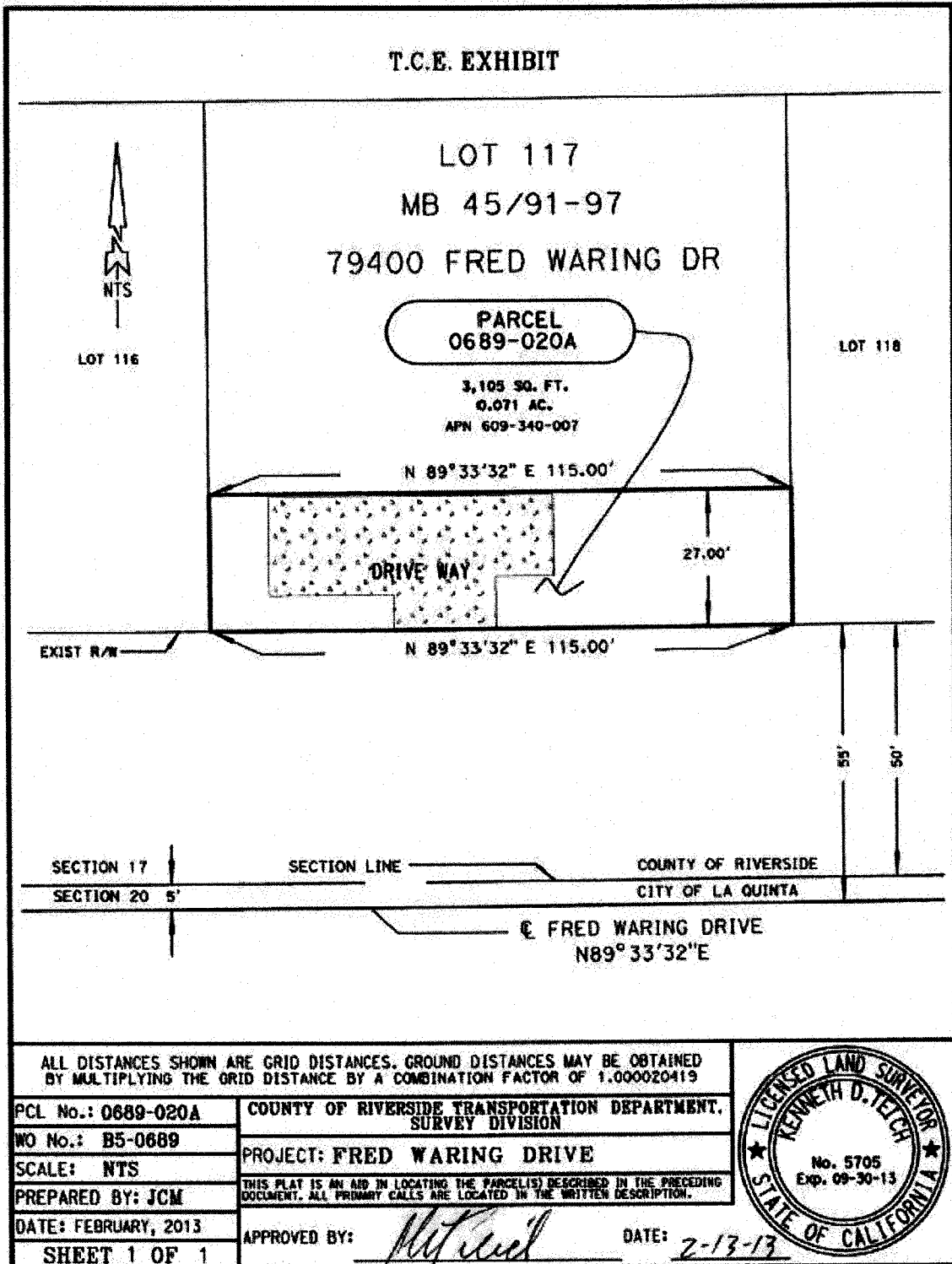
20 Pamela J. Walls, County Counsel

21 By: 
22 Patricia Munroe
23 Deputy County Counsel

ATTACHMENT "1" EXHIBIT OF PROPERTY DEPICTION



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

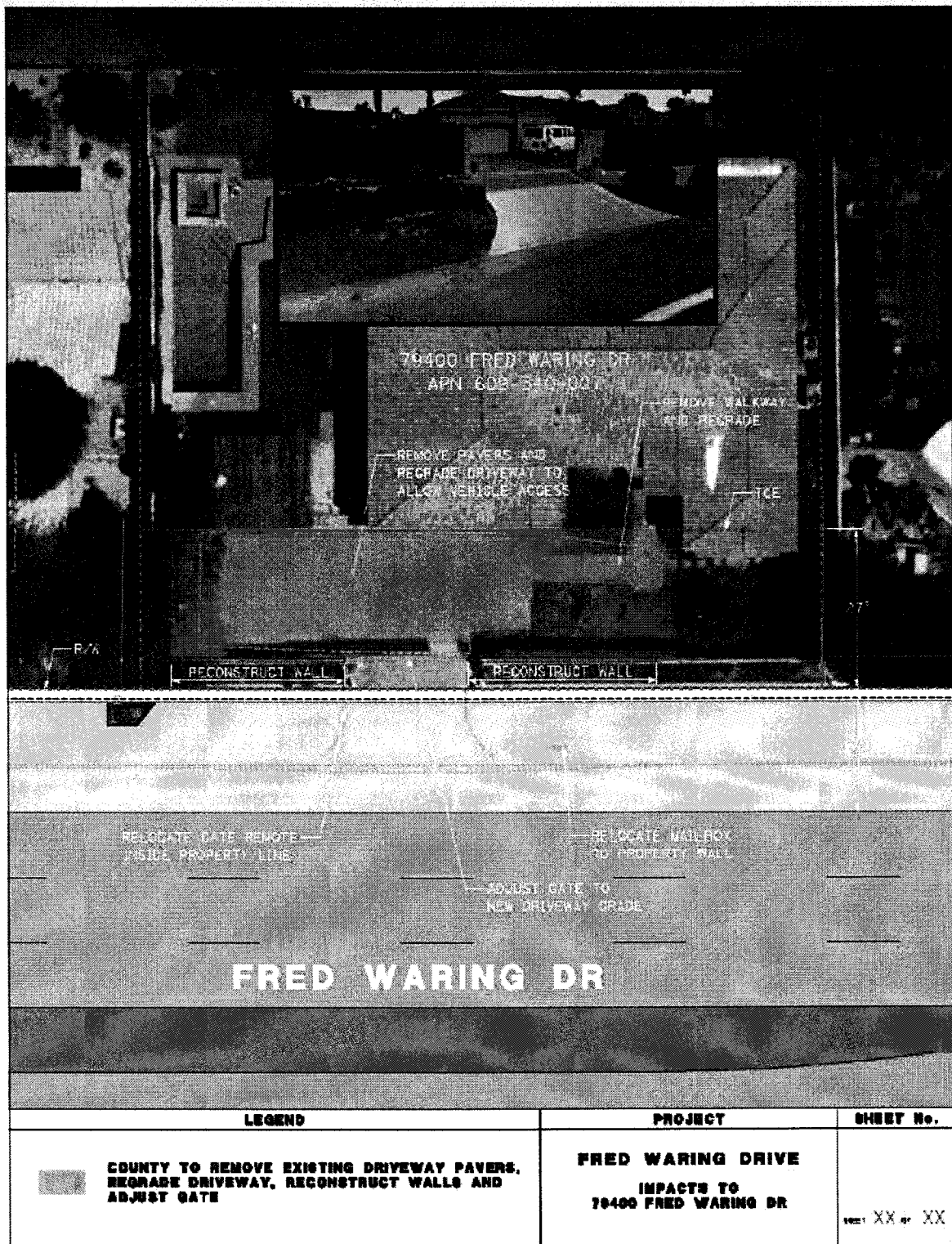


ATTACHMENT "3"

DESCRIPTION OF IMPROVEMENTS

Fred Waring Drive					
79400 Fred Waring Drive					
Cost Estimates		Nadeau			
Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	7	250	1,750.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	40	20	800.00
1 Gallon Shrub		Ea	20	10	200.00
15 Gallon Vine		Ea	6	75	450.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Seed Turf		Sf		0.3	-
Soil Preparation		Sf	1,800	0.35	630.00
6" Plastic Planter Header		LF	60	4	240.00
Turf Fertilizer		Sf		0.1	-
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thick Decomposed Granite		Sf	800	0.85	680.00
2" Thick Rock Mulch		Sf	1,000	0.85	850.00
2' Landscape Boulders		Ea		55	-
Landscape Lighting modifying		LS	1	500	500.00
					-
Irrigation					
Drip Irrigation per SF		SF	1,800	1	1,800.00
					-
Driveway Reconstruction					
Demo Existing Brick Entry		SF	155	1.5	232.50
Demo Concrete next garage @ BBQ		Sf	140	1.5	210.00
4" standard grey concrete @ BBQ Salt Finish		Sf	140	5.25	735.00
Brick Planter Wall 2' High		LF	70	15	1,050.00
Brick Entry Walkway Paving		SF	155	12	1,860.00
Brick Driveway		Sf	1,250	12	15,000.00
3' High Tubular Steel Safety Fence		Lf	25	30	750.00
Drainage system		LS	650	1	650.00
Extend Entry Gate Height 2' higher		LS	1	5,000	5,000.00
					-
Wall Reconstruction					
5' High standard block wall		Lf		58	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Add additional slump block 3 rows		Lf		30	-
Modify Tubular steel fence height		Lf		5	-
Paint Block Wall		LF		4	-
					-
Landscape Architect Design		LS	1	3,000	3,000.00
			Sub-Total		36,387.50
Owner Coordination Cost (20%)				0.2	7,277.50
			Sub-Total		43,665.00
OPC Appraisal Contingency (10%)					4,366.50
					-
Potential Construction Delays					500.00
Miscellaneous					4,700.00
Total					53,231.50

ATTACHMENT "4" AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



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

JOSE D. MERCADO and BEATRIZ R. MERCADO, husband and wife as joint tenants
("Grantor")

PROJECT: Fred Waring Drive Improvements

APN: 609-340-012 (PORTION)

PARCEL NO.: 0689-025A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and JOSE D. MERCADO and BEATRIZ R. MERCADO, husband and wife as joint tenants ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, as portion of Assessor's Parcel Number 609-340-012, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, for temporary access and for all purposes necessary to facilitate and accomplish the construction of Fred Waring Drive Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0689-025A consisting of 1,173 square feet as depicted on Attachment "2," attached hereto, and made a part hereof ("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of Three Thousand Three hundred Twenty Five Dollars (\$3,325.00) for the right to enter

1 upon and use the TCA Area in accordance with the terms hereof. Payment to the
2 Grantor for items listed in Attachment "3" is included in the compensation portion of this
3 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 the mailbox, reconstructing the
23 front yard wall, realigning the gate and reconstructing the entry driveway.
24 An exhibit depicting the existing condition of the property with these
25 recommended improvements is attached, Attachment "4". Any privately-
26 owned site improvements currently located within the public right of way
27 will be removed by the contractor without compensation. County will
28 maintain pedestrian access to the property during construction.

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3 Area includes the right to remove and dispose of certain items listed in Attachment "3".
4 Payment to the Grantor for items listed in Attachment "3" is included in Paragraph 3
5 above (the compensation portion of this Agreement).

6 8. COUNTY TO PROTECT IN PLACE. County agrees to perform its best
7 efforts to protect in place items listed in Attachment "3", however, in the event items are
8 impacted by construction activities, County has provided compensation to Grantor for
9 these items in Attachment "3".

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

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

17 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
18 Property and that they have the right to grant County permission to enter upon and use
19 the Property.

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

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

1 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
2 interest, shall be bound by all the terms and conditions contained in this Agreement,
3 and all the parties thereto shall be jointly and severally liable thereunder.

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

7 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
8 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
9 by this Agreement shall be tried in a court of competent jurisdiction in the County of
10 Riverside, State of California, and the Parties hereby waive all provisions of law
11 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:

JOSE D. MERCADO and BEATRIZ R.
MERCADO, husband and wife as joint
tenants

11
12 By: 

13 John J. Benoit, Chairman
14 Board of Supervisors

By: 

Jose D. Mercado

By: 

Beatriz R. Mercado

15 ATTEST:

16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: 

Deputy

20 APPROVED AS TO FORM:

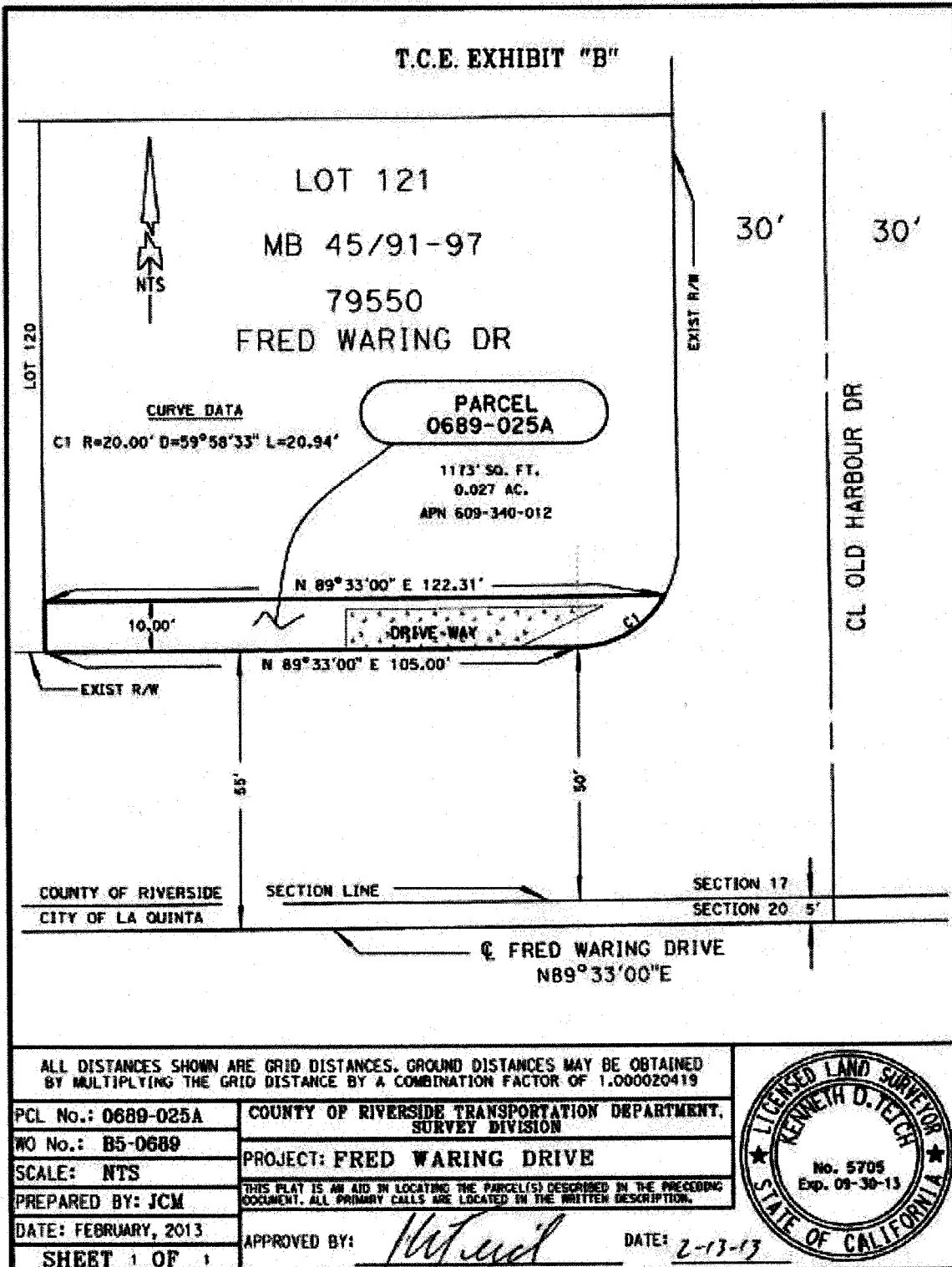
21 Pamela J. Walls, County Counsel

22 By: 

23 Patricia Munroe
24 Deputy County Counsel

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



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

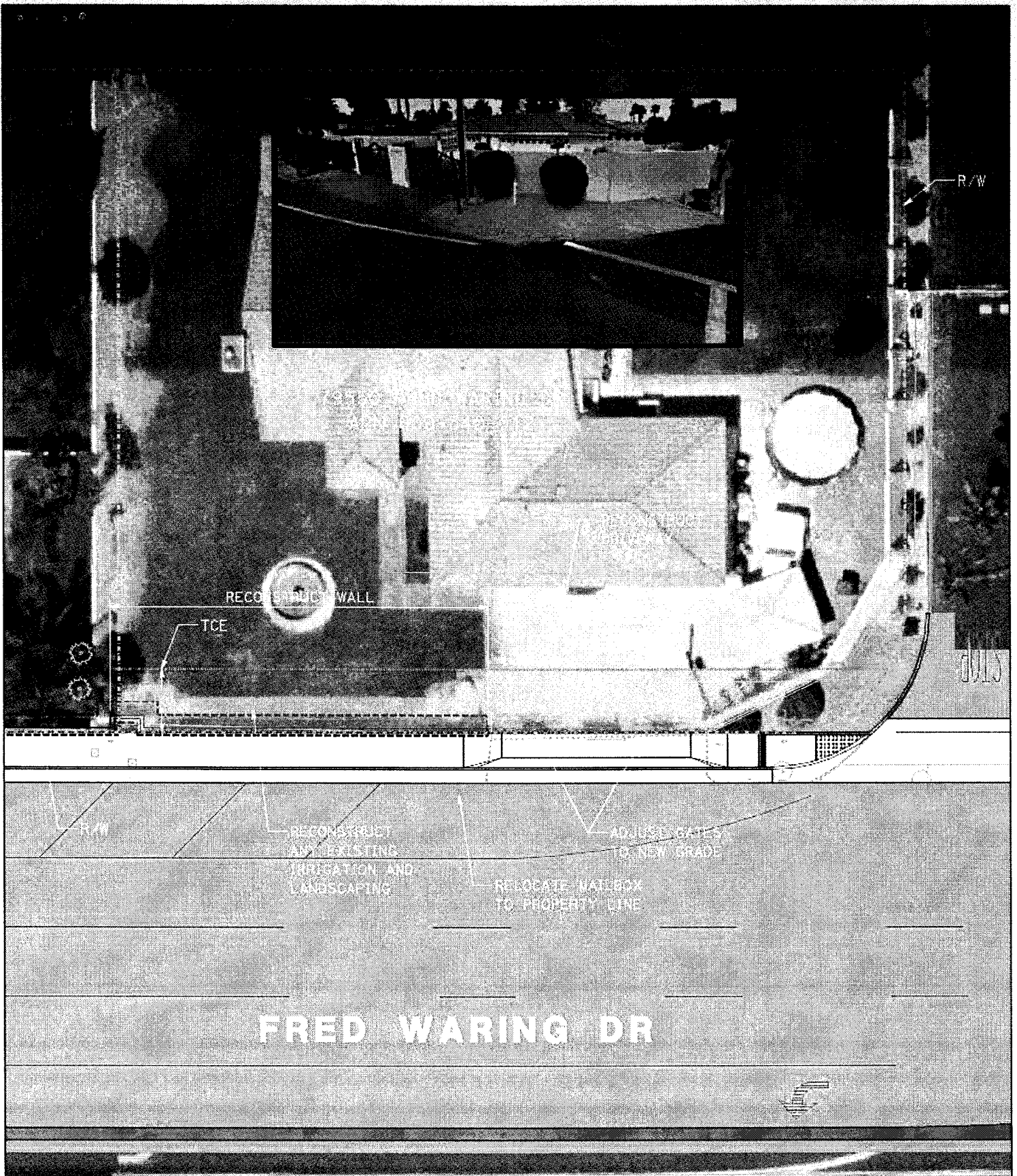
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ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

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	20	400.00
1 Gallon Shrub		Ea	10	10	100.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Seed Turf		Sf	1,600	0.3	480.00
Soil Preparation		Sf	350	0.35	122.50
6" Plastic Planter Header		LF	50	4	200.00
Turf Fertilizer		Sf	1,600	0.1	160.00
Annual Color		FLATS		40	-
					-
Ground Covers					-
1 1/2" Thick Decomposed Granite		Sf		0.85	-
2" Thick Rock Mulch		Sf	350	0.85	297.50
2' Landscape Boulders		Ea		55	-
					-
Irrigation					-
Drip Irrigation per SF		SF	350	1	350.00
					-
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					-
5' High standard block wall		Lf		58	-
Wall Engineering		LS		1,100	-
concrete wall cap		Lf		2.5	-
Remove 1 row decorative block from wall		Lf		5	-
additional slump block 4 rows		Lf		30	-
Paint Wall		Lf		3	-
Landscape Lighting		LS		100	-
			Sub-Total		2,110.00
Owner Coordination Cost (20%)				0.2	422.00
			Sub-Total		2,532.00
OPC Appraisal Contingency (10%)					253.20
Total					2,785.20

ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT
(INSERT EXHIBIT 4 MAP FROM SHAREPOINT)

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LEGEND	PROJECT	SHEET No.
 <p>COUNTY TO RECONSTRUCT DRIVEWAY, WALL LANDSCAPING AND ADJUST GATES</p>	<p>FRED WARING DRIVE</p> <p>IMPACTS TO 70550 FRED WARING DR</p>	<p>SHEET XX OF XX</p>

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

RANDALL JAY MATZ, an unmarried man ("Grantor")

PROJECT: Fred Waring Drive Improvements

APN: 609-362-010 (PORTION)

PARCEL NO.: 0689-027A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and RANDALL JAY MATZ, an unmarried man ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the County of Riverside, State of California, as portion of Assessor's Parcel Number 609-362-010, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, for temporary access and for all purposes necessary to facilitate and accomplish the construction of Fred Waring Drive Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0689-027A consisting of 2,255 square feet as depicted on Attachment "2," attached hereto, and made a part hereof ("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of Twenty Thousand Dollars (\$20,000.00) for the right to enter upon and use the TCA Area in accordance with the terms hereof. Payment to the Grantor for items listed in Attachment "3" is included in the compensation portion of this Agreement.

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

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

8 6. RESPONSIBILITIES.

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

15 b. County's Responsibilities - County or its contractors shall remove or alter
16 some of the landscape, irrigation and hardscape items necessary to
17 complete the public improvement project from the TCA Area. The County
18 will reconstruct the backyard wall along Fred Waring Drive. An exhibit
19 depicting the existing condition of the property with these recommended
20 improvements is attached, Attachment "4". Any privately-owned site
21 improvements currently located within the public right of way will be
22 removed by the contractor without compensation. County will maintain
23 pedestrian access to the property during construction.

24
25 7. REMOVAL OR DISPOSAL. The right to enter upon and use the TCA
26 Area includes the right to remove and dispose of certain items listed in Attachment "3".
27 Payment to the Grantor for items listed in Attachment "3" is included in Paragraph 3
28 above (the compensation portion of this Agreement).

1 8. COUNTY TO PROTECT IN PLACE. County agrees to perform its best
2 efforts to protect in place items listed in Attachment "3", however, in the event items are
3 impacted by construction activities, County has provided compensation to Grantor for
4 these items in Attachment "3".

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

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

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

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

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

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

27 15. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
28 subparagraphs herein are for the purpose of convenience and reference only, and shall

1 in no way limit, define or otherwise affect the provisions of this Agreement.

2 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
3 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
4 by this Agreement shall be tried in a court of competent jurisdiction in the County of
5 Riverside, State of California, and the Parties hereby waive all provisions of law
6 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:

RANDALL JAY MATZ, an unmarried
man

9
10
11 By: 

12 John J. Bendit, Chairman
Board of Supervisors

By: 

Randall Jay Matz

13
14 ATTEST:

15 Kecia Harper-Ihem
Clerk of the Board

16
17 By: 

Deputy

18
19 APPROVED AS TO FORM:

20 Pamela J. Walls, County Counsel

21
22 By: 

23 Patricia Munroe
Deputy County Counsel

ATTACHMENT "1" EXHIBIT OF PROPERTY DEPICTION

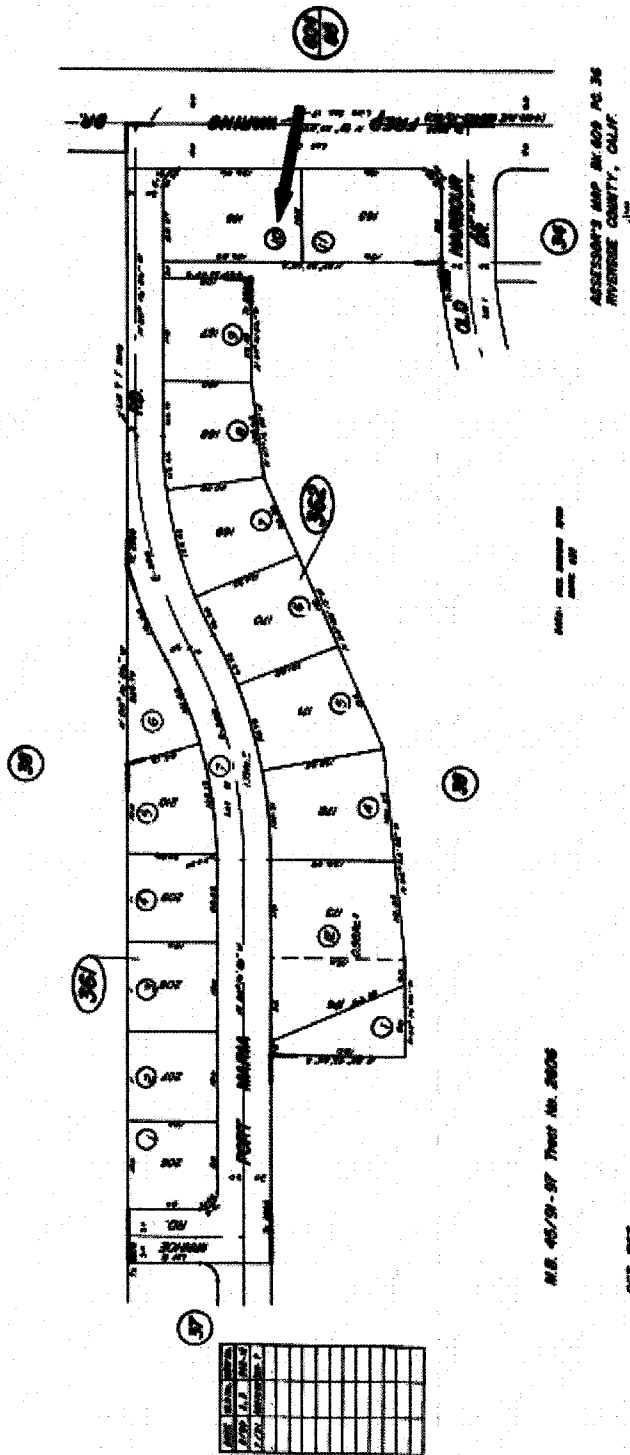
THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

POR SE 1/4 SEC. 17, T. 5 S., R. 7 E.

T.C.A. 7504, 7510

609-36

1"=80'

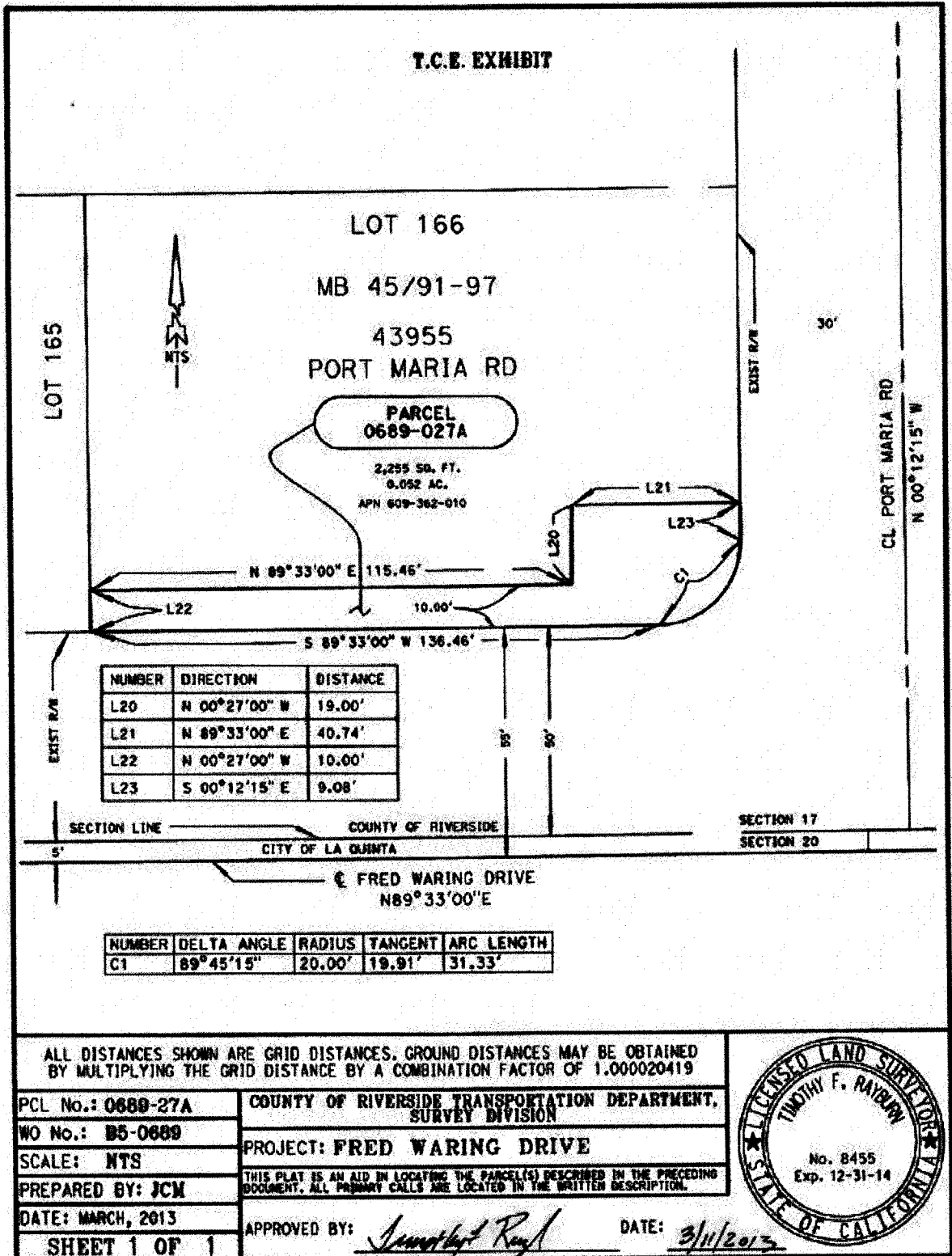


ASSESSOR'S MAP NO. 609 PG. 36
HYDE COUNTY, CALIF.

M.B. 45/19-57 Tract No. 2006

OCT. 1987

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

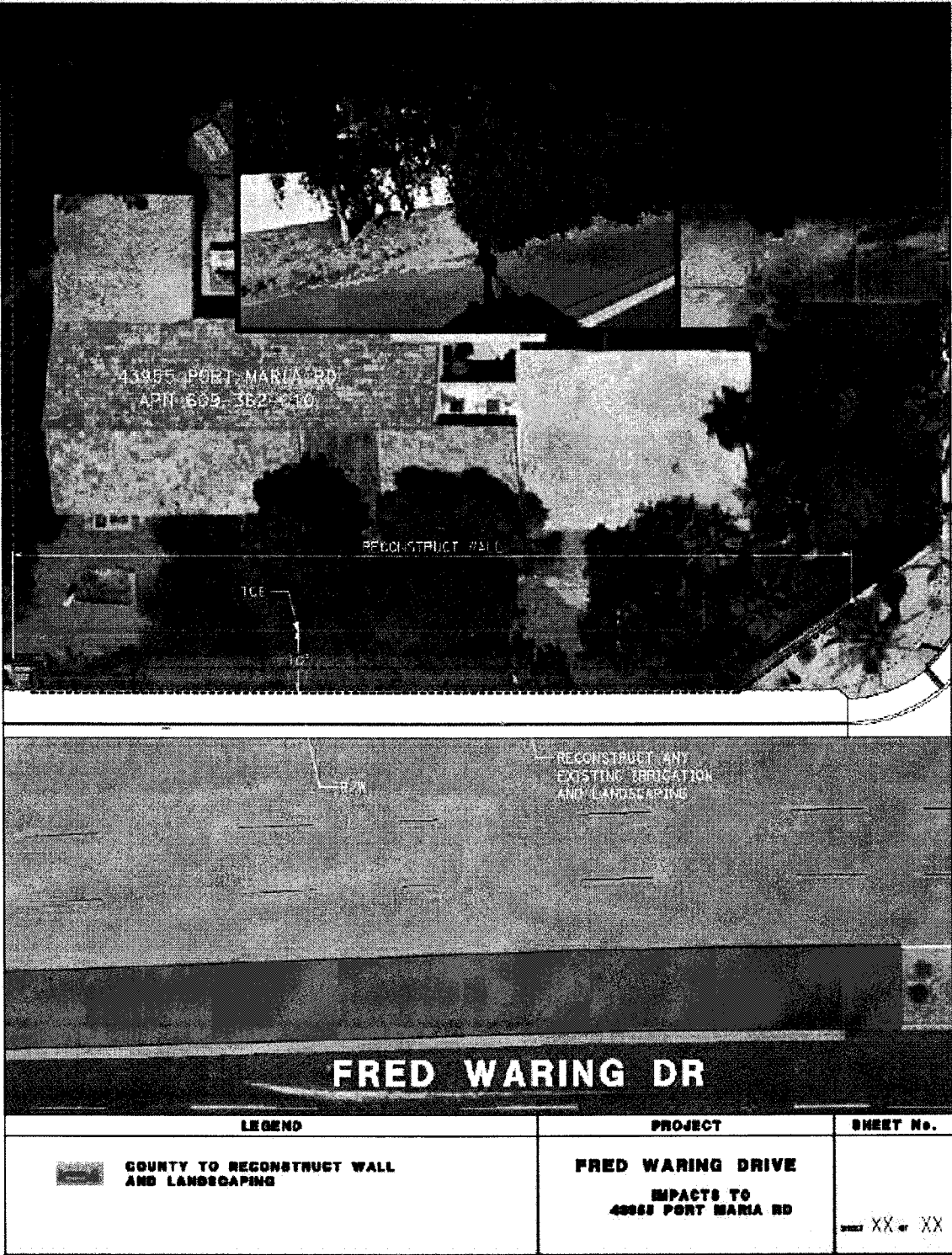


ATTACHMENT "3"

DESCRIPTION OF IMPROVEMENTS

Fred Waring Drive					
43955 Port Maria Road					
Cost Estimates	Matz				
Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea	4	650	2,600.00
24" Box Tree		Ea	8	250	2,000.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	35	20	700.00
1 Gallon Shrub		Ea	25	10	250.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Turf Overseeding		Sf	2,300	0.3	690.00
Soil Preparation		Sf	650	0.35	227.50
6" Plastic Planter Header		LF	120	4	480.00
Turf Fertilizer		Sf	2,300	0.1	230.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thick Decomposed Granite		Sf		0.85	-
2" Thick Rock Mulch		Sf	650	0.85	552.50
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	650	1	650.00
					-
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	-
					-
Wall Reconstruction					
3' High Graden Retaining Walls		Lf		50	-
5' high slump block wall		Lf		58	-
concrete wall cap		Lf		2.5	-
Add additional slump block 3 rows		Lf		25	-
Modify Tubular steel fence height		Lf		10	-
Paint Block Wall		LF		3	-
Landscape Lighting					
		LS		500	-
			Sub-Total		8,380.00
Owner Coordination Cost (20%)				0.2	1,676.00
			Sub-Total		10,056.00
Owner Coordination Cost (10%)					1,005.60
TCE					959.00
Miscellaneous Improvements					8,000.00
Total					\$20,000 (rounded)

ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT



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

SHELDON DALE BORSON, SR. AND KIMRA LYNN BORSON, Trustees of the Borson
Family Living Trust Dated February 12, 2007, ("Grantor")

PROJECT: Fred Waring Drive Improvements
APN: 604-180-049 (PORTION)
PARCEL NO.: 0689-036A

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and
between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
("County") and SHELDON DALE BORSON, SR. AND KIMRA LYNN BORSON,
Trustees of the Borson Family Living Trust Dated February 12, 2007, ("Grantor").
County and Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
and use the land of Grantor in the County of Riverside, State of California, as portion of
Assessor's Parcel Number 604-180-049, highlighted on Attachment "1," attached
hereto ("Property"), and made a part hereof, for temporary access and for all purposes
necessary to facilitate and accomplish the construction of Fred Waring Drive
Improvements Project.

2. AFFECTED PARCEL. The temporary construction access, used during
construction of the Project, referenced as Parcel No. 0689-036A consisting of 1,877
square feet as depicted on Attachment "2," attached hereto, and made a part hereof
("TCA Area").

3. COMPENSATION. County shall pay to the order of Grantor the sum of
Six Thousand Dollars (\$6,000.00) for the right to enter upon and use the TCA Area in

1 accordance with the terms hereof. The improvement value is based on the highlighted
2 items shown in attachment "3", (Description of Improvements), attached hereto and is
3 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 backyard wall two feet farther
23 out from the original property line and expanding the backyard property,
24 connect pool equipment slump block to new wall, and paint interior of
25 new wall to match existing interior wall color. Any privately-owned site
26 improvements currently located within the public right of way will be
27 removed by the contractor without compensation. County will provide
28 pedestrian access to the property during construction.

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

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

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

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

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

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

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

27 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
28 by either of the Parties hereto for the purpose of enforcing a right or rights providing for

1 by this Agreement shall be tried in a court of competent jurisdiction in the County of
2 Riverside, State of California, and the Parties hereby waive all provisions of law
3 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:

SHELDON DALE BORSON, SR. AND
KIMRA LYNN BORSON, Trustees of the
Borson Family Living Trust Dated
February 12, 2007

12
13 By: 

14 John J. Benoit, Chairman
Board of Supervisors

By: _____

Sheldon Dale Borson, Sr., Trustee

16 ATTEST:

17 Kecia Harper-Ihem
Clerk of the Board

By: 

Kimra Lynn Borson, Trustee

18
19 By: 

Deputy

21 APPROVED AS TO FORM:

22 Pamela J. Walls, County Counsel

SIGNED IN COUNTERPART

23
24 By: 

25 Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"

EXHIBIT OF PROPERTY DEPICTION

604-18
604-07

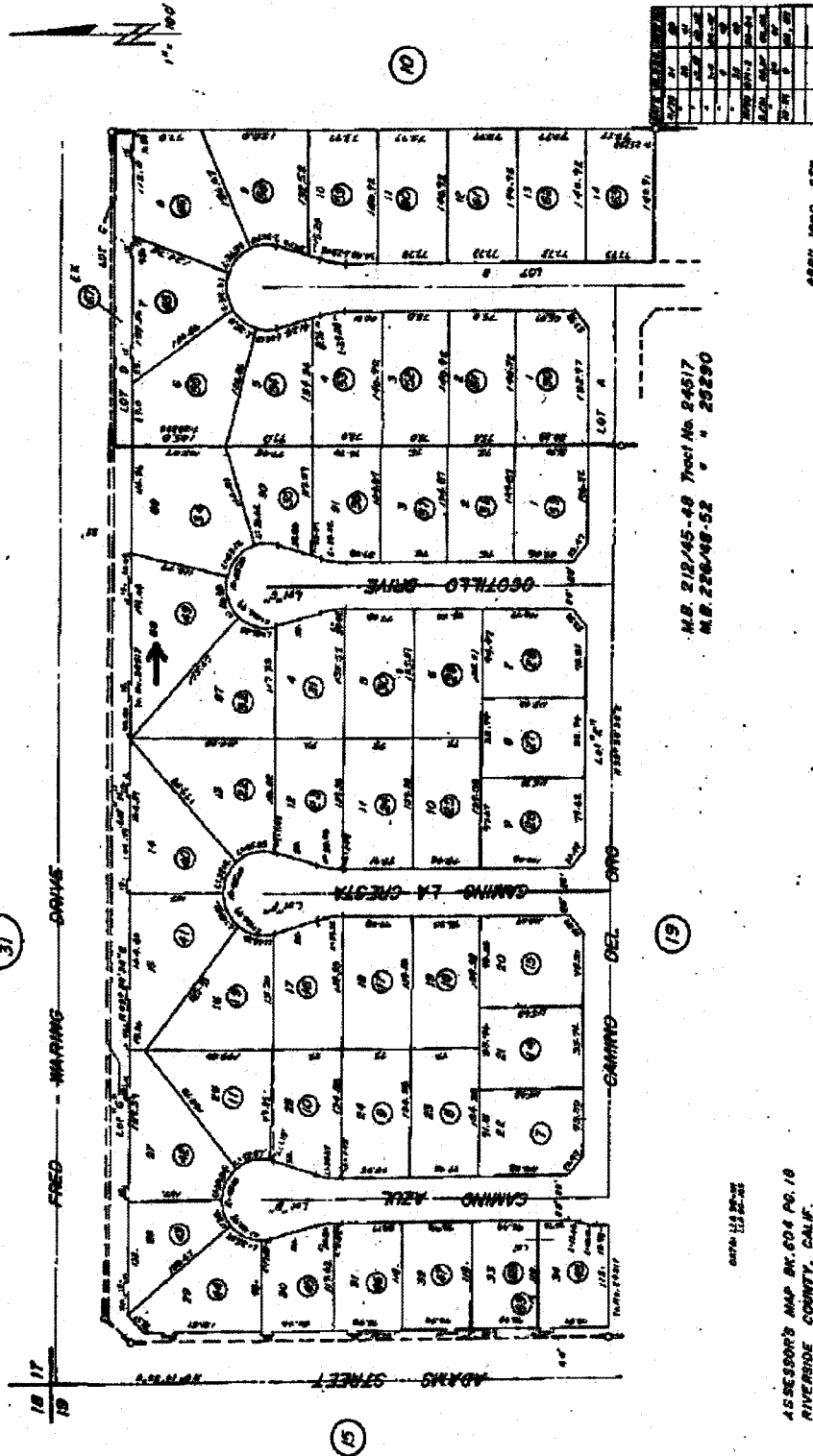
T.R.A. 020-011
020-024

FOR NW 1/4 NW 1/4 SEC. 20, T.5S. R.7E.

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

7.79AC

903



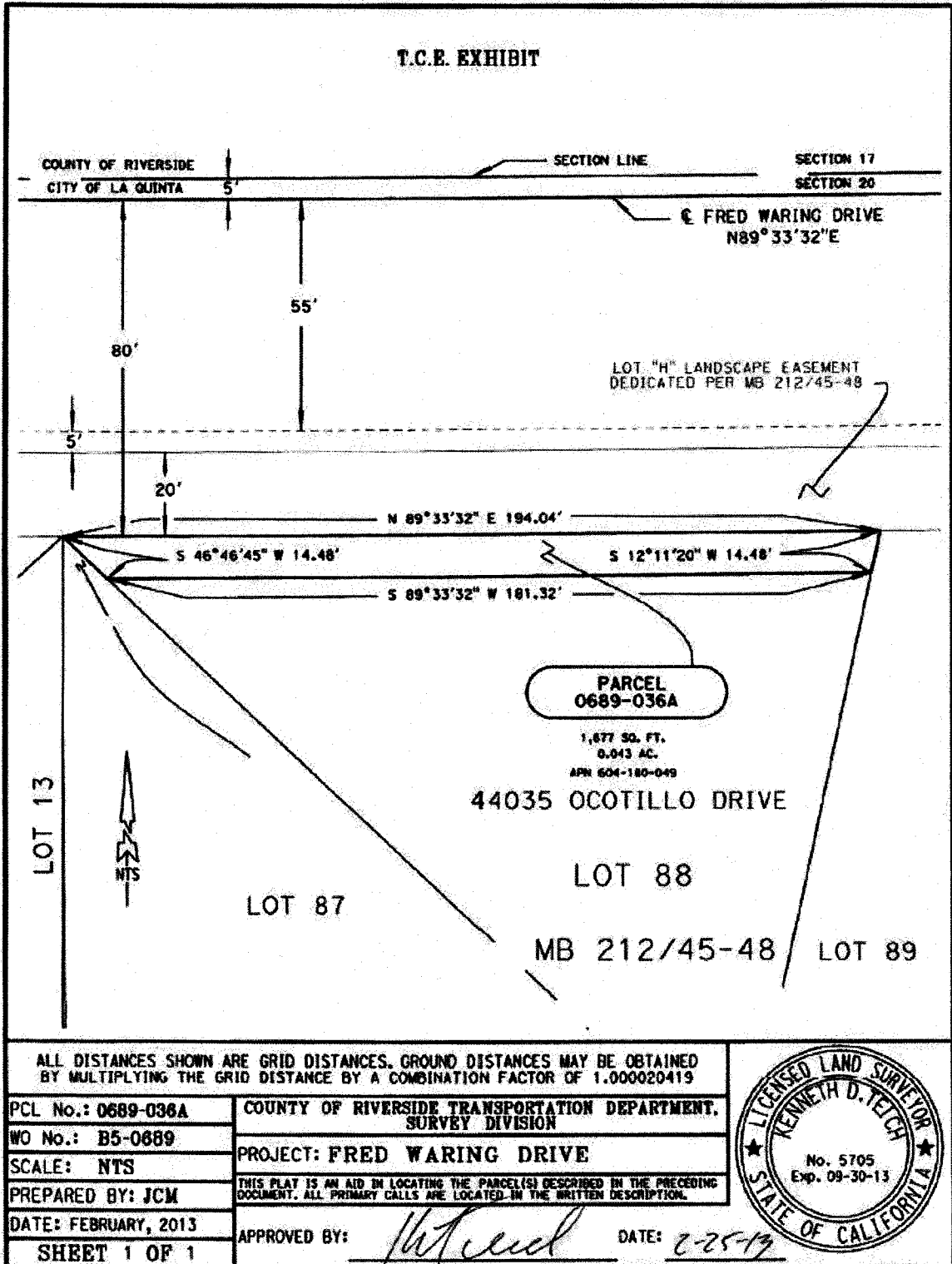
APRIL 1990 377

M.B. 212/45-48 Tract No. 24517
M.B. 220/48-52 " " 29290

020-011 020-024

ASSESSOR'S MAP BK. 604 PG. 18
RIVERSIDE COUNTY, CALIF.

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	35	20	700.00
1 Gallon Shrub		Ea	30	10	300.00
15 Gallon Vine		Ea	2	75	150.00
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Turf Overseeding		Sf	500	0.3	150.00
Soil Preparation		Sf	555	0.35	194.25
6" Plastic Planter Header		LF	185	4	740.00
Turf Fertilizer		Sf	500	0.1	50.00
Annual Color		FLATS		40	-
					-
Ground Covers					-
1 1/2" Thick Decomposed Granite		Sf		0.85	-
2" Thick Rock Mulch		Sf	555	0.85	471.75
2' Landscape Boulders		Ea		55	-
					-
Irrigation					-
Drip Irrigation per SF		SF	555	1	555.00
					-
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	50	5.75	287.50
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
					-
Wall Reconstruction					-
3' High Graden Retaining Walls		Lf		50	-
5' high slump block wall		Lf			-
concrete wall cap		Lf		2.5	-
Add additional slump block 3 rows		Lf		25	-
Modify Tubular steel fence height		Lf		10	-
Paint Block Wall		LF		3	-
Landscape Lighting		LS		500	-
			Sub-Total		3,598.50
Owner Coordination Cost (20%)				0.2	719.70
			Sub-Total		4,318.20
OPC Appraisal Contingency (10%)					431.82
Total					4,750.02