

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



458  
A

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

**SUBMITTAL DATE:**  
November 14, 2013

**SUBJECT:** Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Ellis Avenue Sidewalk Project – Good Hope, District 5/1, [\$49,134]

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

1. Approve the attached Right of Entry Acquisition Agreement and Temporary Construction Access Agreement, within a portion of Assessor's Parcel Number 342-020-006;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete this transaction; and

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

Juan C. Perez, Director  
Transportation and Land Management

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 49,134	\$ 0	\$ 49,134	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Gas Tax – 100% Budget Adjustment: No  
For Fiscal Year: 2013/14

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, 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: November 26, 2013  
Xo: 10A 13 WEDA, Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: N/A District: 5/1 Agenda Number:

**3-26**

FORM APPROVED COUNTY COUNSEL  
DATE 11/14/13  
BY: PATRICIA MUNROE  
Departmental Concurrence

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: 11/14/13

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

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

Economic Development Agency/Facilities Management and Transportation Department

**FORM 11:** Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Ellis Avenue Sidewalk Project – Good Hope, District 5/1, [\$49,134]

**DATE:** November 14, 2013

Page 2 of 2

**RECOMMENDED MOTION:** (Continued)

- 4. Authorize and allocate the sum of \$36,421 to acquire a permanent easement for road purposes and \$638 for temporary construction access, both within a portion of Assessor's Parcel Number 342-020-006 as well as \$12,075 to pay all related transaction costs.

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (RCTD) is proposing to construct a sidewalk project on the south side of Ellis Avenue between Cowie Avenue and Marshall Street, near the Good Hope Elementary School in the Good Hope area (Project).

The Notice of Exemption was filed and posted on December 5, 2011. RCTD staff conducted a review of the Project and it is exempt for the provisions of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15301 and 15061(b)(3).

**Impact on Citizens and Businesses**

Installation of the proposed sidewalk will reduce the potential for vehicle and pedestrian conflicts; thus, improving public safety in the area.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the partial acquisition and temporary right of a portion of Assessor's Parcel Number 342-020-006 with Calvin P. Briggs, Trustee of the Calvin P. Briggs Trust under Trust Agreement dated October 5, 2007 (Briggs) for the price of \$37,059. There are costs of \$12,075 associated with this transaction. Briggs will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 342-020-006.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition and temporary construction access of a portion of Assessor's Parcel Number 342-020-006:

Acquisition and Temporary Access	\$36,421
Temporary Construction Access	638
Estimated Title and Closing Cost	1,300
Preliminary Title Report	400
County Appraisal	4,375
EDA/FM Real Property Staff Time	6,000
<b>Total Estimated Acquisition Costs</b>	<b>\$49,134</b>

All costs associated with the acquisition of this property are fully funded by the Gas Tax in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

**ATTACHMENTS:**

- Right of Way Acquisition Agreement (4)
- Temporary Construction Access Agreement (4)

1 PROJECT: ELLIS AVENUE SIDEWALK PROJECT

2 APN: 342-020-006 (PORTION)

3  
4 **RIGHT OF WAY ACQUISITION AGREEMENT**

5 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
6 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
7 ("County"), and CALVIN P. BRIGGS, Trustee of the Calvin P. Briggs Trust under Trust  
8 Agreement dated October 5, 2007, ("Grantor"). County and Grantor are sometimes  
9 collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located at 22225 Ellis  
12 Avenue in the Good Hope Area, County of Riverside, State of California, as referenced  
13 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.  
14 The real property consisting of 4.95 acres of land improved with a single-family  
15 residence and manufactured home and is also known as Assessor's Parcel Number:  
16 342-020-006 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desires to  
18 purchase a portion of the easement interest in the Property ("ROW"), for the purpose of  
19 constructing the Ellis Avenue Sidewalk Project ("Project") as follows: an Easement  
20 Deed in favor of County for road and utility purposes described on Attachment "2"  
21 attached hereto and made a part hereof; pursuant to the terms and conditions set forth  
22 herein; and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a  
24 Temporary Construction Access Agreement to grant County the right to temporarily  
25 use portions of the Property, as described therein, for the construction of the Project;

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

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

3  
4 **ARTICLE 1. AGREEMENT**

5 1. Recitals. All the above recitals are true and correct and by this reference  
6 are incorporated herein.

7 2. Consideration. For good and valuable consideration, Grantor agrees to  
8 sell and convey to the County, and the County agrees to purchase from Grantor all of  
9 the Right-of-Way Property described herein, under the terms and conditions set forth in  
10 this Agreement. The full consideration for the Right-of-Way Property consists of the  
11 purchase price amount for the real property interest to be acquired by the County  
12 ("Purchase Price"). The Purchase Price in the amount of Thirty-Six Thousand Four  
13 Hundred Twenty-One Dollars (\$36,421) is to be distributed to Grantor in accordance  
14 with this Agreement.

15 3. County Responsibilities.

16 A. Upon the mutual execution of this Agreement, County will open  
17 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
18 Escrow Holder's request the Parties shall execute such additional Escrow instructions  
19 as are reasonably required to consummate the transaction contemplated by this  
20 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
21 between the terms of this Agreement and any additional Escrow instructions, the terms  
22 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
23 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
24 approved by County with interest accruing for the benefit of the County. The Escrow  
25 Account shall remain open until all charges due and payable have been paid and  
26 settled; any remaining funds shall be refunded to the County.

1           B.     Upon the opening of Escrow, the County shall deposit into Escrow  
2 the Purchase Price in the amount of Thirty-Six Thousand Four Hundred Twenty-One  
3 Dollars (\$36,421) (the "Deposit).

4           C.     On or before the date that Escrow is to close ("Close of Escrow"):

5                   i.     Closing Costs.   County will deposit into Escrow  
6 Holder amounts sufficient for all escrow, recording, and reconveyance fees incurred in  
7 this transaction, and if title insurance is desired by County, the premium charged  
8 therefore. Said escrow and recording charges shall not include documentary transfer  
9 tax as County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and  
10 Taxation Code section 11922.

11                   ii.    County will deposit all other documents consistent  
12 with this Agreement as are reasonably required by Escrow Holder or otherwise to close  
13 Escrow.

14           D.     County will authorize Escrow Holder to close Escrow and release  
15 the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon  
16 the satisfaction by County.

17                   i.     The deposit of the Easement Deed executed,  
18 acknowledged and delivered to Lorie Houghlan, Real Property Agent for the County or  
19 to Escrow Holder, substantially in the form attached hereto as Attachment "3,"  
20 (Easement Deed) granting the portion of the Property, subject to the following:

21                           1.     Current fiscal year, including personal  
22 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue  
23 and Taxation Code of the State of California;

24                           2.     Easements or rights of way of record over said  
25 land for public or quasi-public utility or public street purposes, if any;

26                           3.     Any items on the Preliminary Title Report  
27 (PTR) not objected to by County in a writing provided to Escrow Holder before the  
28 Close of Escrow;

1 4. Any other taxes owed whether current or  
2 delinquent are to be made current.

3 E. At closing or Close of Escrow, County is authorized to deduct and  
4 pay from amount shown in the Purchase Price, any amount necessary to satisfy and  
5 handle all real property taxes, bonds, and assessments in the following manner:

6 i. All real property taxes shall be prorated, paid, and  
7 canceled pursuant to the provisions of section 5081 et. seq., of the Revenue and  
8 Taxation Code.

9 ii. Pay any unpaid liens or taxes together with  
10 penalties, cost and interest thereon, and any bonds or assessments that are due on  
11 the date title is transferred.

12 F. County shall direct Escrow Holder to disburse Purchase Price  
13 minus any and all charges due upon Close of Escrow in accordance with the Escrow  
14 instructions contained in this Agreement.

15 G. County, shall, at its own cost and expense construct Items 1  
16 through 4 shown on Attachment "4" and listed on Attachment "5," both attached hereto  
17 and made a part hereof.

18 H. County agrees to protect in place or relocate by contractor Items 5  
19 through 13 listed on Attachment "5" located within the easement area.

20 I. County shall pay Grantor for Items 14 through 19 listed on  
21 Attachment "5." The amount is included in Paragraph 2 above.

22 4. Grantor Responsibilities.

23 A. Execute and acknowledge an Easement Deed in favor of the  
24 County for road and utility purposes dated \_\_\_\_\_ and deliver deed to Lorie G.  
25 Houghlan, Real Property Agent for the County or to the Escrow Holder.

26 B. Represent and warrant that during the period of Grantor's  
27 ownership of the property that Grantor has no knowledge of any disposal, release or  
28 threatened release of hazardous substances or hazardous waste substances on, from,

1 or under the property. Grantor further represents and warrants that Grantor has no  
2 knowledge of any disposal, release, or threatened release of hazardous substances or  
3 hazardous waste substances, on, from or under the property which may have occurred  
4 prior to Grantor taking title to the property.

5 C. The acquisition price of the property being acquired in this  
6 transaction reflects the fair market value of the property without the presence of  
7 contamination. If the property being acquired is found to be contaminated by the  
8 presence of hazardous waste which requires mitigation under Federal or State Law,  
9 the County may elect to recover its cleanup costs from those who caused or  
10 contributed to the contamination.

11 D. Grantor shall retain the contractor(s) for Items 14 through 19 of  
12 Attachment "5" and directly compensate each contractor for all costs, fees, and/or  
13 expenses. The County is not responsible for any payment to the selected contractor(s)  
14 and Grantor shall indemnify, defend, protect, and hold County, its officers, employees,  
15 successors, and assigns free and harmless from and against any and all claims,  
16 liabilities, penalties, forfeitures, losses or expenses, including without limitations,  
17 attorney's fees, whatsoever arising from or cause in whole or in part, directly or  
18 indirectly, by any actions of the said contractors.

19  
20 **ARTICLE II. MISCELLANEOUS**  
21

22 1. County is a public entity possessing the authority to acquire real property  
23 through eminent domain proceedings. The Parties acknowledge that the Property is  
24 being conveyed by Grantor to County in lieu of condemnation by County.

25 Both Grantor and County recognize the expense, time, effort, and risk to both  
26 Parties in determining the compensation for the ROW by eminent domain litigation.  
27 The compensation set forth herein for the property is in compromise and settlement, in  
28 lieu of such litigation.

1           2.     It is mutually understood and agreed by and between the Parties hereto  
2 that the right of possession and use of the subject property by County, including the  
3 right to remove and dispose of improvements, shall commence upon the execution of  
4 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
5 payment for such possession and use.

6           3.     This Agreement embodies all of the considerations agreed upon between  
7 the County and Grantor. This Agreement was obtained without coercion, promises  
8 other than those provided herein, or threats of any kind whatsoever by or to either  
9 party.

10          4.     The performance of this Agreement constitutes the entire consideration  
11 for the acquisition of the Property and shall relieve the County of all further obligations  
12 or claims pertaining to the acquisition of the Property or pertaining to the location,  
13 grade or construction of the proposed public improvement.

14          5.     This Agreement is made solely for the benefit of the Parties to this  
15 Agreement and their respective successors and assigns, and no other person or entity  
16 may have or acquired any right by virtue of this Agreement.

17          6.     This Agreement shall not be changed, modified, or amended except upon  
18 the written consent of the Parties hereto.

19          7.     This Agreement is the result of negotiations between the Parties and is  
20 intended by the Parties to be a final expression of their understanding with respect to  
21 the matters herein contained. This Agreement supersedes any and all other prior  
22 agreements and understandings, oral or written, in connection therewith. No provision  
23 contained herein shall be construed against the County solely because it prepared this  
24 Agreement in its executed form.

25          8.     Any action at law or in equity brought by either of the Parties for the  
26 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a  
27 court of competent jurisdiction in the County of Riverside, State of California, and the  
28



1 Parties hereby waive all provisions of law providing for a change of venue in such  
2 proceedings to any other county.

3 9. Grantor and its assigns and successors in interest shall be bound by all  
4 the terms and conditions contained in this Agreement, and all the Parties thereto shall  
5 be jointly and severally liable thereunder.

6

7

8

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

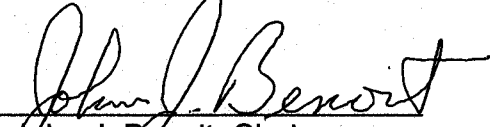
1           10. This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.

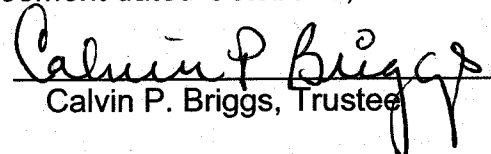
4           In Witness Whereof, the Parties have executed this Agreement the day and year  
5 last below written.

6 Dated:                     NOV 26 2013                    

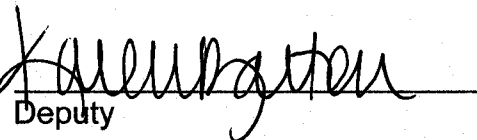
7  
8 COUNTY:  
9 COUNTY OF RIVERSIDE, a political  
10 Subdivision of the State of California

GRANTOR:  
CALVIN P. BRIGGS, Trustee of the  
Calvin P. Briggs Trust under Trust  
Agreement dated October 5, 2007

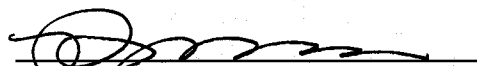
11 By:   
12 John J. Benoit, Chairman  
Board of Supervisors

By:   
Calvin P. Briggs, Trustee

13  
14 ATTEST:  
15 Kecia Harper-Ihem  
Clerk of the Board

16  
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"

Assessor's Plat Map

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ATTACHMENT "2"**  
**Legal Description and Plat Map**

**EXHIBIT "A"**  
**PUBLIC ROAD AND UTILITY EASEMENT**  
**LEGAL DESCRIPTION**

BEING A PORTION OF LOT 4 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ELLIS AVENUE, (20.00 FOOT SOUTHERLY HALF WIDTH), AS SHOWN ON SAID MAP;

THENCE SOUTH 89°52'00" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 330.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 00°18'00" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 24.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO, SAID RIGHT-OF-WAY LINE;

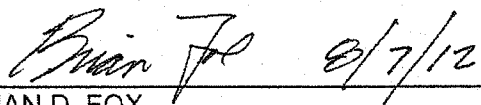
THENCE NORTH 89°52'00" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.25 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4;


THENCE NORTH 00°22'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

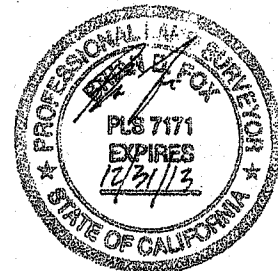
CONTAINING 7,926 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
BRIAN D. FOX  
PROFESSIONAL LAND SURVEYOR NO. 7171  
REGISTRATION EXPIRE: 12-31-13

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR. BY:  DATE: 8-14-12
---



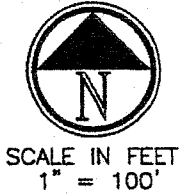
# EXHIBIT "B"

## PUBLIC ROAD AND UTILITY EASEMENT

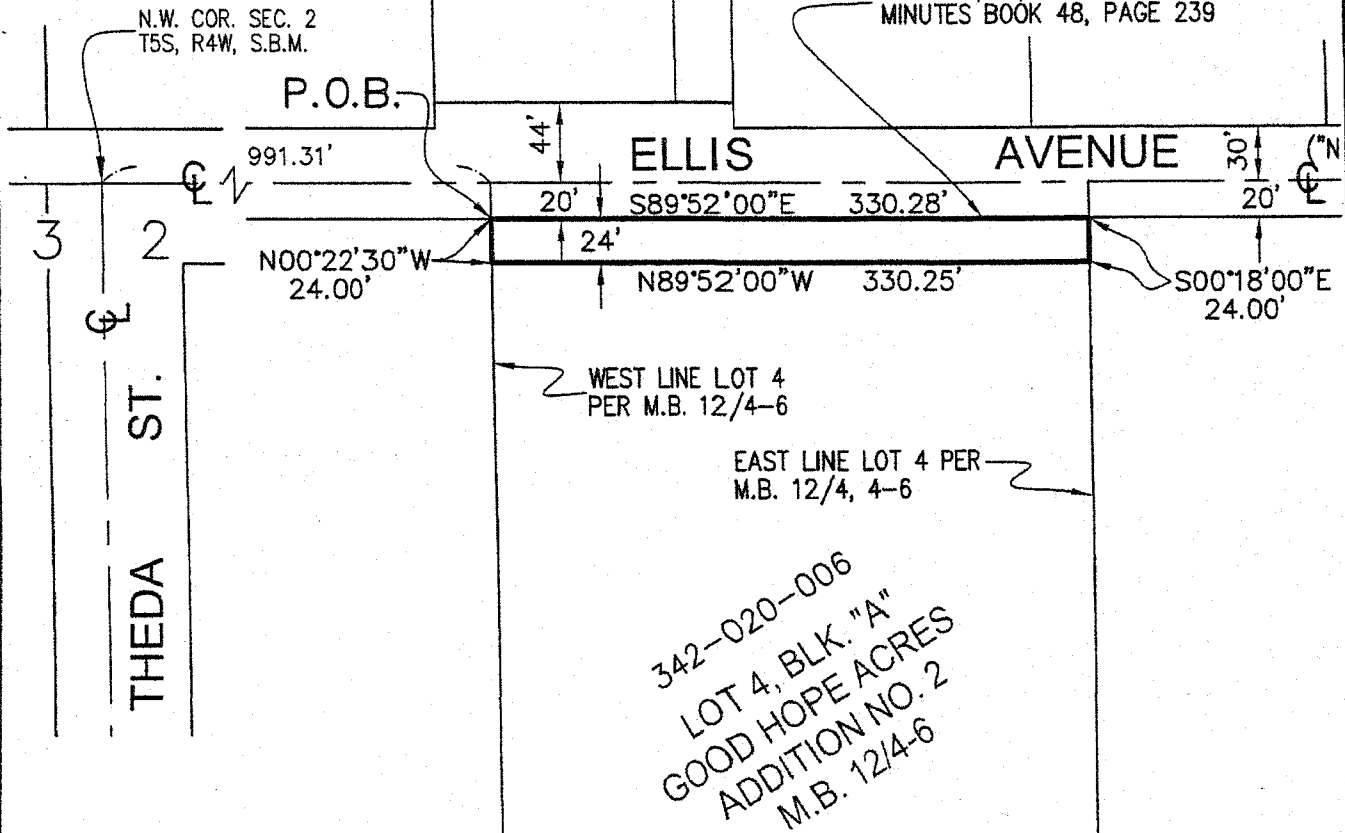
T.5S, R.4W, SEC. 2, S.B.M.

### LEGEND

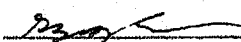
-  PARCEL LINES
-  RIGHT-OF-WAY DEDICATION



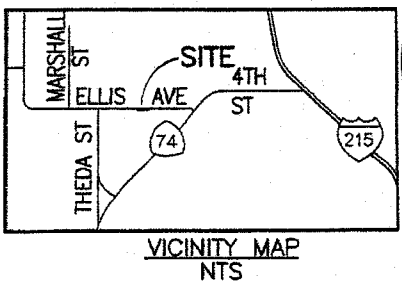
EXISTING R/W PER M.B. 12/4-6  
R/W ACCEPTED BY BOARD RESOLUTION  
DATED 2/24/1948 IN SUPERVISORS  
MINUTES BOOK 48, PAGE 239



THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 8-14-12



PREPARED BY:

Cozad & Fox, Inc

CIVIL / STRUCTURAL ENGINEERS  
MUNICIPAL CONSULTANTS / PLANNERS  
SURVEYORS / GPS  
151 South Girard Street  
Hemet, Ca 92544  
TEL. (951) 652-4454  
FAX (951) 766-8942

FILE: F:\1200400\dwg\LEGAL\_PLATS.dwg

SHEET 1 OF 1 SHEETS





# EXHIBIT "B"

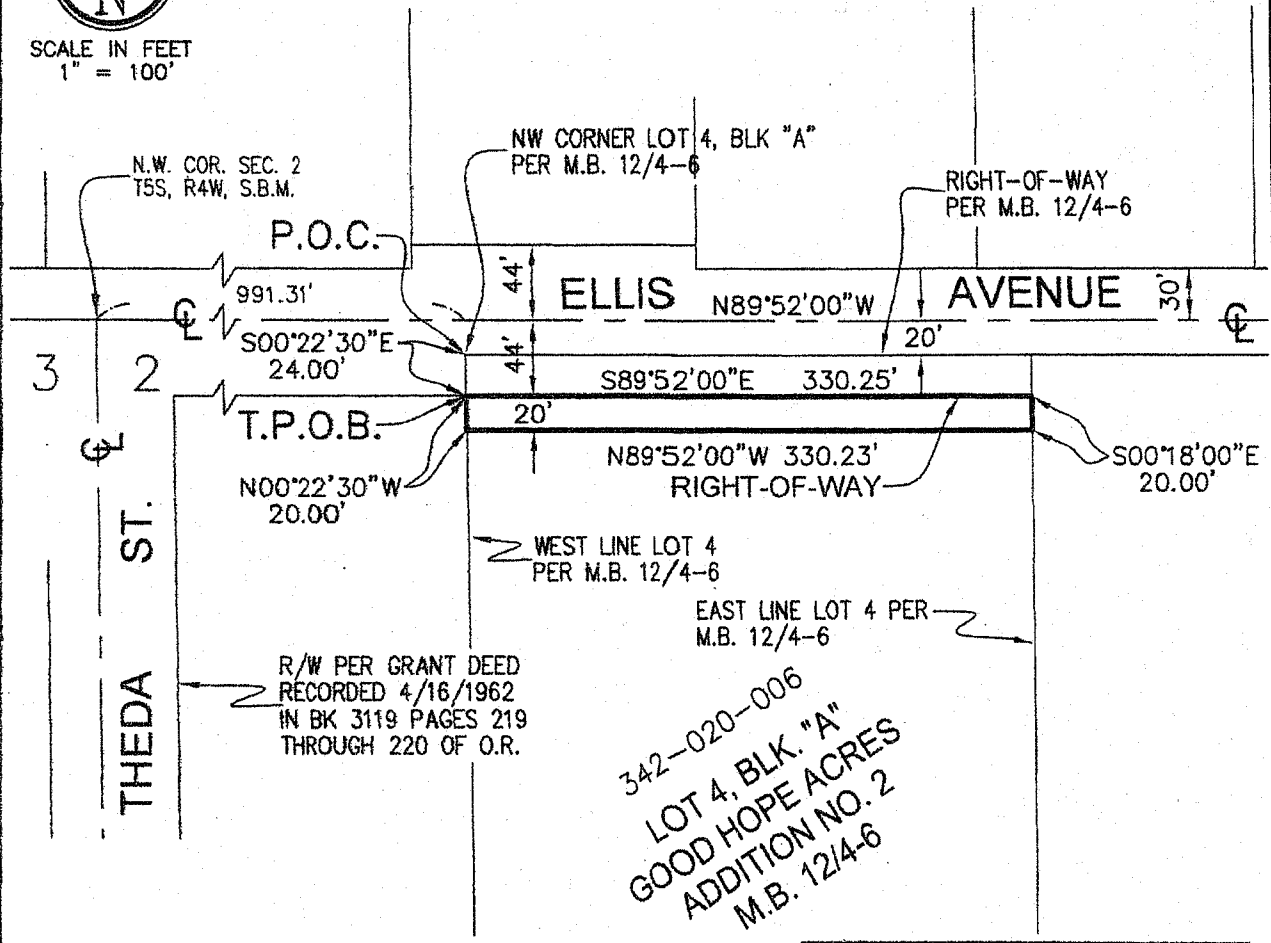
## TEMPORARY CONSTRUCTION EASEMENT

### LEGEND

- PARCEL LINES
- TEMPORARY CONSTRUCTION ESMT.



SCALE IN FEET  
1" = 100'

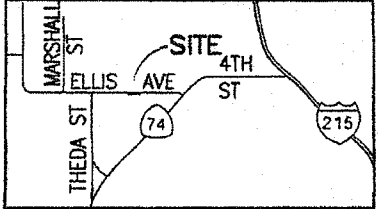


R/W PER GRANT DEED  
RECORDED 4/16/1962  
IN BK 3119 PAGES 219  
THROUGH 220 OF O.R.

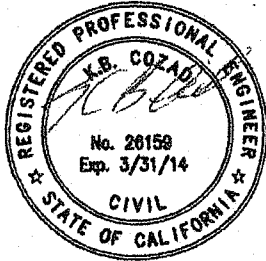
342-020-006  
LOT 4, BLK. "A"  
GOOD HOPE ACRES  
ADDITION NO. 2  
M.B. 12/4-6

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.  
BY: *[Signature]*  
DATE: 6-12-13

**T.5S, R.4W, SEC. 2, S.B.M.**



VICINITY MAP  
NTS



6/12/13

PREPARED BY:



CIVIL/STRUCTURAL ENGINEERS  
MUNICIPAL CONSULTANTS  
PLANNERS/SURVEYORS/GPS

151 South Girard Street, Hemet, CA 92544  
TEL. (951) 652-4454

SHEET 1 OF 1 SHEETS

ATTACHMENT "3"

Deed Form

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

FREE RECORDING  
This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

LGH:ra/081313/420TR/16.193

(Space above this line for Recorder's use)

PROJECT: Ellis Avenue Sidewalk Project  
APN: 342-020-006 (portion)

## EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

CALVIN P. BRIGGS, Trustee of the Calvin P. Briggs Trust under Trust Agreement dated October 5, 2007

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto  
and made a part hereof

PROJECT: Ellis Avenue Sidewalk Project  
APN: 342-020-006 (portion)

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

**GRANTOR:**  
CALVIN P. BRIGGS, Trustee of the  
Calvin P. Briggs Trust under Trust  
Agreement dated October 5, 2007

\_\_\_\_\_  
Calvin P. Briggs, Trustee

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary  
Public in and for said County and State, personally appeared  
\_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_

[SEAL]

PUBLIC ROAD AND UTILITY EASEMENT

**CERTIFICATE of ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated \_\_\_\_\_, from CALVIN P. BRIGGS, Trustee of the CALVIN P. BRIGGS Trust Under Trust Dated October 5, 2007, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

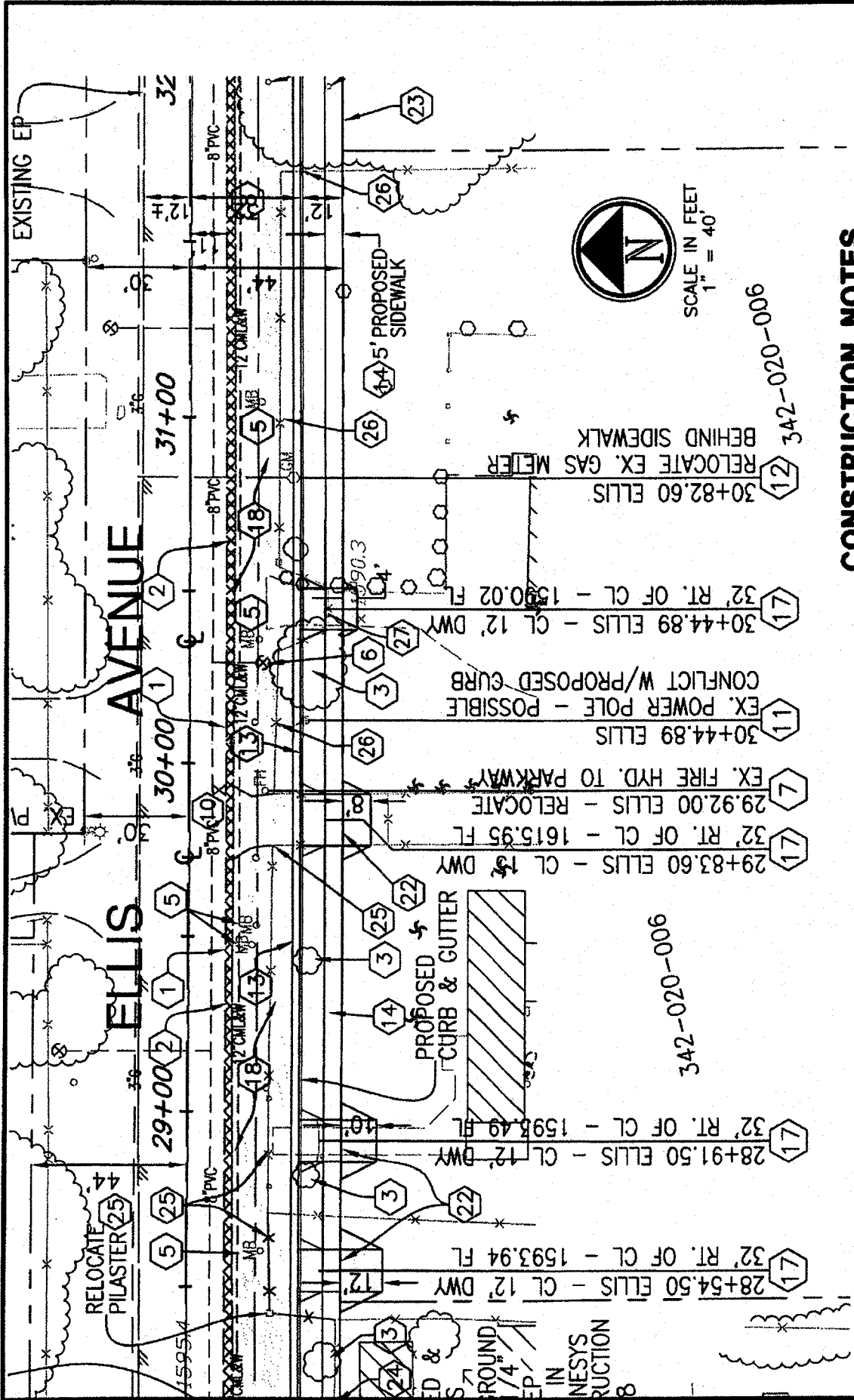
COUNTY OF RIVERSIDE

Juan C. Perez, Director of Transportation

By: \_\_\_\_\_, Deputy

ATTACHMENT "4"  
Construction Plan

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28



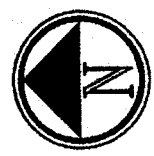
- 22 CONSTRUCT CHAIN LINK GATE (MATCH HEIGHT OF FENCE)
- 23 CONSTRUCT NEW 6' HIGH CHAIN LINK FENCE
- 25 REMOVE EXISTING CHAIN LINK FENCE. REPLACE W/NEW 6' HIGH CHAIN LINK FENCE BEHIND NEW SIDEWALK. RELOCATE PILASTERS.
- 26 REMOVE EXISTING DECORATIVE STEEL FENCE. RELOCATE BEHIND SIDEWALK.
- 27 RELOCATE EXISTING DECORATIVE STEEL GATE AND PILASTERS. RESTORE ELECTRICAL CONNECTION TO GATE AT NEW LOCATION.

**CONSTRUCTION NOTES**

\* THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR AND REPLACE LAWN IRRIGATION, LAWN AND LANDSCAPING ON APN 342-020-006 TO THE SATISFACTION OF THE HOMEOWNER AND RIV. CO. INSPECTOR.

342-020-006

342-020-006



SCALE IN FEET  
1" = 40'

ATTACHMENT "5"

Scope of Work

Item	Description of Work	Cost
1.	Construct 12-foot wide concrete apron located at approximately Station 28+54.	Contractor
2.	Construct 12-foot wide concrete apron located at approximately Station 28+91.50.	Contractor
3.	Construct 15-foot wide concrete apron located at approximately Station 29+83.60.	Contractor
4.	Construct 12-foot wide concrete apron located at approximately Station 30+44.89.	Contractor
5.	Approximately 181 LF of decorative 6' high steel fence.	Protect in place or Relocate existing fence in concrete footings by contractor
6.	Approximately 14 LF of decorative steel gate	Protect in place or Relocate by contractor
7.	6, 18" x 18" pillars	Protect in place or Relocate by contractor
8.	Approximately 336 square feet of concrete	Protect in place or Relocate by contractor
9.	Approximately 2,808 LF of irrigation	Protect in place or Relocate by contractor
10.	Electrical lines to front gate and box.	Protect in place or Relocate by contractor
11.	Approximately 174 LF of 6' high chain link fencing	Protect in place or Relocate by contractor
12.	2, 6' high chain link gate.	Protect in place or Relocate by contractor
13.	4, 12" x 12" pillars	Protect in place or Relocate by contractor
14.	1, 24" box Acacia tree @ \$175	\$175
15.	7, Juniper hedges @ \$50 each	\$350
16.	1, 10-gallon Magnolia @ \$60 each	\$60
17.	2, 24" box Jacaranda tree @ \$170 each	\$340
	Contractor Profit and Overhead – Items 14-17	\$185
18.	2,362 square foot Class 2 gravel base @ \$2.00 per square foot and dirt and grading	\$5,224
	Contractor Profit and Overhead – Item 18	\$1,045
	Total	\$7,379



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

3  
4 CALVIN P. BRIGGS, Trustee of the Calvin P. Briggs Trust under Trust Agreement  
5 dated October 5, 2007 ("Grantor")

6  
7 PROJECT: ELLIS AVENUE SIDEWALK PROJECT  
8 APN: 342-020-006 (PORTION)

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 CALVIN P. BRIGGS, Trustee of the CALVIN P. BRIGGS, Trustee of the  
14 Calvin P. Briggs Trust under Trust Agreement dated October 5, 2007 ("Grantor").  
15 County and Grantor are sometimes collectively referred to as "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, described  
18 as portion of Assessor's Parcel Number 342-020-006, highlighted on Attachment "1,"  
19 attached hereto ("Property"), and made a part hereof, for all purposes necessary to  
20 facilitate and accomplish the construction of Ellis Avenue Sidewalk Project ("Project").

21 2. AFFECTED PARCEL. The temporary construction access, used during  
22 construction of the Project, referenced as a portion of Assessor's Parcel Number: 342-  
23 020-006 consisting of approximately 6,605 square feet as designated on Attachment  
24 "2," attached hereto and made a part hereof ("TCA Area").

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
26 Six Hundred Thirty-Eight Dollars (\$638) for the right to enter upon and use the TCA  
27 Area in accordance with the terms hereof.

1           4.     NOTICE TO GRANTOR. Pursuant to the ROW Agreement, County shall  
2 provide a thirty (30) day written notice shall be given to Grantor prior to using the rights  
3 herein granted. The rights herein granted may be exercised for six (6) months from the  
4 thirty (30) day written notice, or until completion of 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. County agrees not to damage the TCA Area in the process of  
8 performing such activities.

9           6.     COUNTY TO PROTECT OR REPLACE. County agrees to protect in  
10 place or relocate by contractor any fencing located within the TCA Area.

11          7.     DEBRIS REMOVED. The right to enter upon and use TCA Area includes  
12 the right to remove and dispose of Items 1 through 4 listed in Attachment "3," attached  
13 hereto and made a part hereof. Payment to the Grantor for Items 1 through 4 listed in  
14 Attachment "3" is included in Paragraph 3 of this Agreement. At the termination of the  
15 period of use of TCA Area by County, but before its relinquishment to Grantor, debris  
16 generated by County's use will be removed and the surface will be graded and left in a  
17 neat condition.

18          8.     GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the  
19 contractor(s) for Items 1 through 4 of Attachment "3" and Grantor shall directly  
20 compensate each contractor for all costs, fees, and/or expenses. The County is not  
21 responsible for any payment to the selected contractor(s) and Grantor shall indemnify,  
22 defend, protect, and hold County, its officers, employees, successors, and assigns free  
23 and harmless from and against any and all claims, liabilities, penalties, forfeitures,  
24 losses or expenses, including without limitations, attorney's fees, whatsoever arising  
25 from or cause in whole or in part, directly or indirectly, by any actions of the said  
26 contractor(s).

27 ///

28 ///

1           9.     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           10.   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           11.   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          12.   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          13.   MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
19 modified, or amended except upon the written consent of the parties hereto.

20          14.   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          15.   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

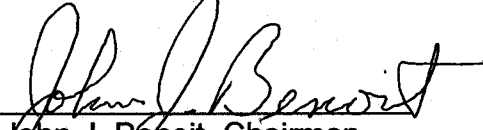
1 Riverside, State of California, and the Parties hereby waive all provisions of law  
2 providing for a change of venue in such proceedings to any other county.

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

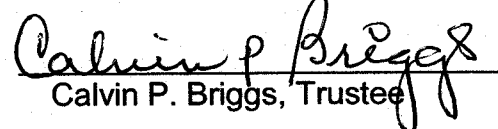
6 In Witness Whereof, the Parties have executed this Agreement the day and year  
7 last below written.

8 Dated: NOV 26 2013

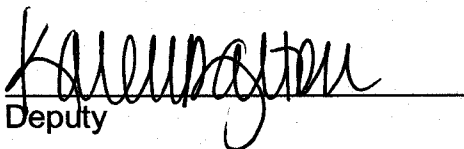
9  
10 COUNTY:  
11 COUNTY OF RIVERSIDE, a political  
12 Subdivision of the State of California

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

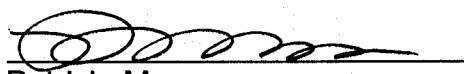
GRANTOR:  
CALVIN P. BRIGGS, Trustee of the  
Calvin P. Briggs Trust under Trust  
Agreement dated October 5, 2007

By:   
Calvin P. Briggs, Trustee

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

18  
19 By:   
Deputy

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

23 By:   
24 Patricia Munroe  
25 Deputy County Counsel

ATTACHMENT "1"  
Assessor's Plat Map

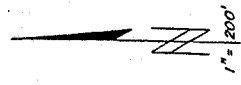
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

16-43

342-02

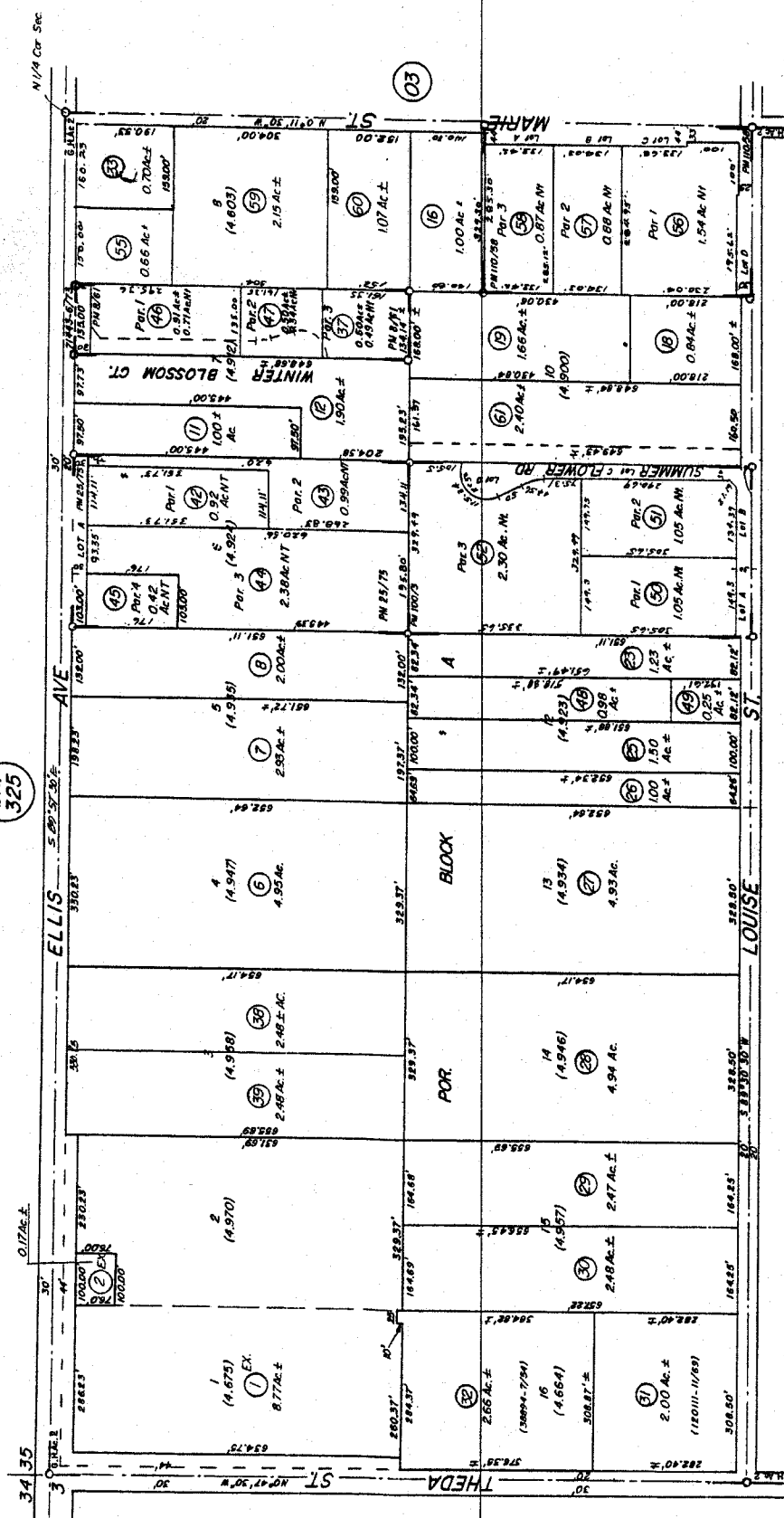
T.R.A. 8714

N1/2 NW 1/4, SEC. 2, T.5S., R.4W.



BK. 325

BK. 343



DATE	OLD NO.	NEW NO.
12/28/77	17	58-59
4/23/83	19, 53	59
5/92	21, 20	61

DATE	OLD NO.	NEW NO.
1/7/71	013	36, 37
12/17/72	004	38, 39
8/27/73	042	41
8/7/76	10	42-44
1/7/78	41	45
4/79	201	1
4/79	202	2
12/21/81	24	46, 49
2/28/82	22	50-52
5/26/85	34	53-55

M/B-12/4-6 GOOD HOPE ACRES, ADDITION NO.2

P.M. 25/75 Parcel Map No. 7376

P.M. 8/61 " " " 5011

P.M. 100/73 " " " 15704

P.M. 110/58 " " " 18454

JUL. 1971

ASSESSOR'S MAP BK 342 PG. 02  
RIVERSIDE COUNTY, CALIF.  
MC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ATTACHMENT "2"  
Legal Description and Plat Map

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**

BEING A PORTION OF LOT 4 IN BLOCK "A" OF GOOD HOPE ACRES ADDITION NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGES 4 THROUGH 6, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ELLIS AVENUE (20.00 FOOT SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID MAP;

THENCE SOUTH 00°22'30" EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 24.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 44.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID ELLIS AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°52'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4;

THENCE SOUTH 00°18'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 64.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID ELLIS AVENUE;

THENCE NORTH 89°52'00" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.23 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4;


THENCE NORTH 00°22'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,605 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

THIS DESCRIPTION IS ALSO SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE PART HEREOF.



PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
KEVIN B. COZAD  
REGISTERED CIVIL ENGINEER NO. 26159  
REGISTRATION EXPIRE: 3-31-14

6/12/13  
DATED

Page 1 of 1

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 6-12-13



# EXHIBIT "B"

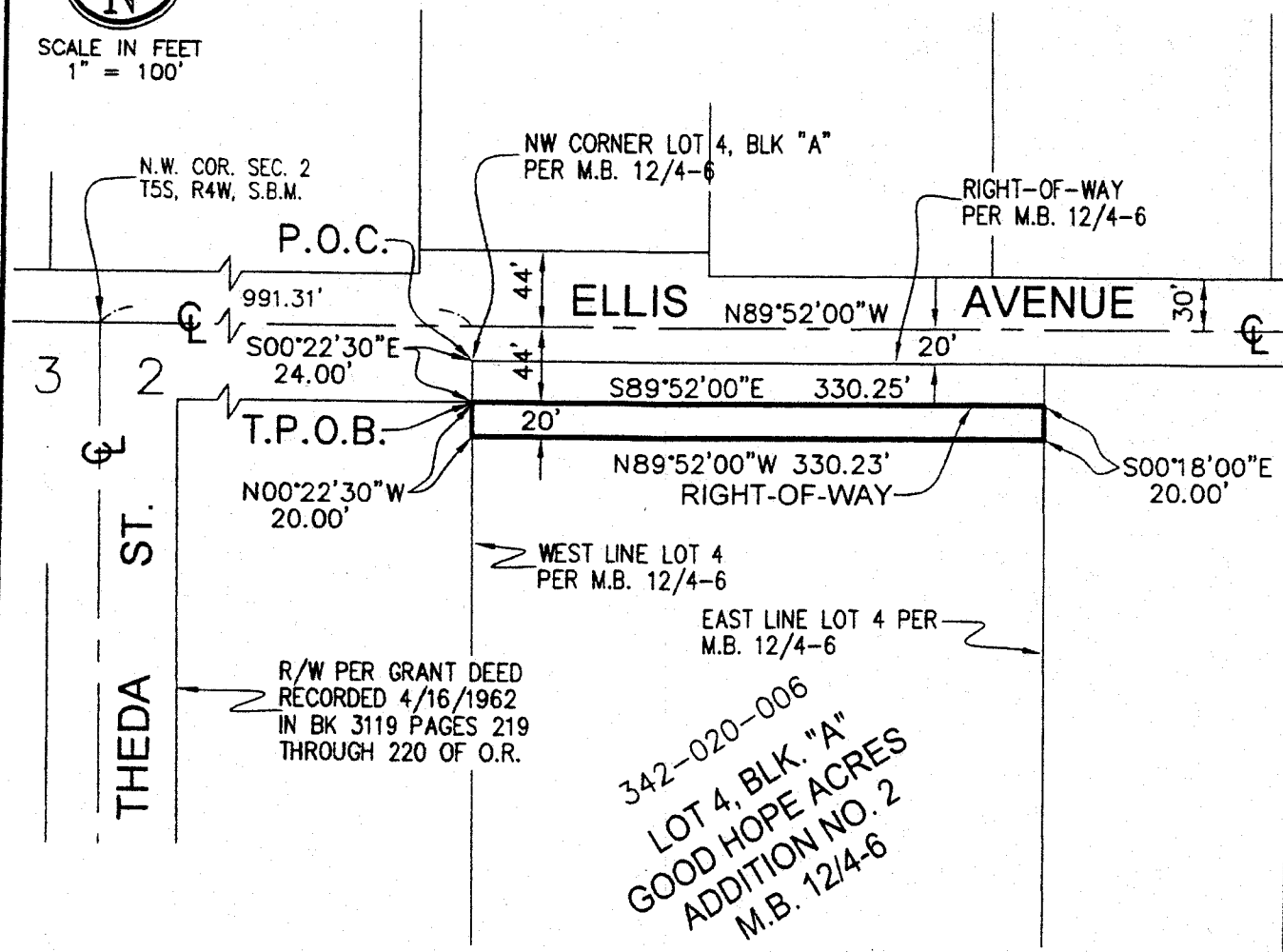
## TEMPORARY CONSTRUCTION EASEMENT

### LEGEND

- PARCEL LINES
- TEMPORARY CONSTRUCTION ESMT.



SCALE IN FEET  
1" = 100'

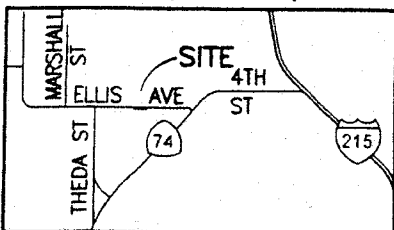


R/W PER GRANT DEED  
RECORDED 4/16/1962  
IN BK 3119 PAGES 219  
THROUGH 220 OF O.R.

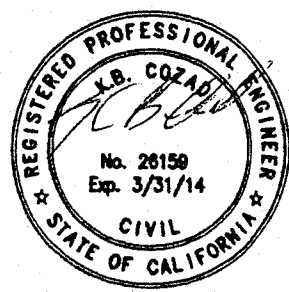
342-020-006  
LOT 4, BLK. "A"  
GOOD HOPE ACRES  
ADDITION NO. 2  
M.B. 12/4-6

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.  
BY: *[Signature]*  
DATE: 6-12-13

T.5S, R.4W, SEC. 2, S.B.M.



VICINITY MAP  
NTS



6/12/13

PREPARED BY:



CIVIL/STRUCTURAL ENGINEERS  
MUNICIPAL CONSULTANTS  
PLANNERS/SURVEYORS/GPS

151 South Girard Street, Hemet, CA 92544  
TEL. (951) 652-4454

ATTACHMENT "3"

Item	Description	Cost
1.	1, Sago Palm @ \$100 each	\$100
2.	1, Italian Cypress @ \$170 each	\$170
3.	2, Juniper Hedges @ \$50 each	\$100
4.	1 hose bib @ \$100 each	\$100
	Total Landscape	\$470

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Paul Jacobs

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Temecula **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** 11/26/13 **Agenda #** 3-26

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

**Support**     **Oppose**     **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

**Support**     **Oppose**     **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.