

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

825 A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
October 8, 2014

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Machado Street Sidewalk Project; District 1/District 1; [\$32,676]; Gas Tax 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcels 0134-001, located on a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016;
2. Approve the attached Temporary Construction Access Agreement for Parcels 0134-001A, located on a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016;
3. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

Patricia Romo

Patricia Romo Assistant Director of Transportation, for Juan C. Perez Director of Transportation and Land Management

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 32,676	\$ 0	\$ 32,676	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax 100%	Budget Adjustment: No
	For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone and Benoit
Nays: None
Absent: Tavaglione and Ashley
Date: October 21, 2014
xc: EDA

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

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 9-18-14
DATE
ANITA C. WILLIS

FISCAL PROCEDURES APPROVED
PAUL LANGUJO, CPA, AUDITOR-CONTROLLER
BY: *[Signature]* 10/17/14
Esteban Hernandez

A-30 Positions Added
4/5 Vote Change Order

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 for the Machado Street Sidewalk Project; District 1/District 1;

[\$32,676]; Gas Tax 100%

DATE: October 8, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the amount of \$23,481 for the permanent easement identified as Parcel 0134-001, located within a portion of Assessor Parcel Numbers 379-020-008 and 379-020-016;
5. Authorize and allocate the amount of \$195 for temporary construction access identified as Parcel 0134-001A, located within a portion of Assessor Parcel Numbers 379-020-008 and 379-020-016;
6. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
7. Authorize reimbursement to EDA/FM-Real Estate Division in the amount not to exceed \$9,000 for due diligence costs and staff time.

BACKGROUND:

The Riverside County Transportation Department (RCTD) is proposing to construct a sidewalk project along Machado Street, between Tiller Avenue and approximately 200 feet north of Natalie Drive, near the Lakeside High School in the Lake Elsinore area (Project).

The Notice of Exemption was filed and posted on April 11, 2013. RCTD staff conducted a review of the Project and it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).

The Board approved the following resolutions for the Project: 1) On April 29, 2014, Resolution No. 2014-076, Resolution Agreeing to Hear Future Resolutions of Necessity; 2) On May 6, 2014, Resolution No. 2014-077, Notice of Intention to Adopt a Resolution of Necessity and 3) On June 17, 2014, Resolution No. 2014-078, Authorizing Resolution of Necessity.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016 with Saul Avila (Avila) for the price of \$23,481. There are costs of \$9,000 associated with this transaction. Avila will execute a Grant of Easement in favor of the City of Lake Elsinore referenced as Parcel 0134-001, within Assessor's Parcel Numbers 379-020-008 and 379-020-016.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

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

This Form 11 has been reviewed and approved by County Counsel as to legal form.

(Continued)

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 for the Machado Street Sidewalk Project; District 1/District 1;
[\$32,676]; Gas Tax 100%

DATE: October 8, 2014

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Numbers 379-020-008 and 379-020-016:

Acquisition	\$ 23,481
Temporary Construction Easements	195
Estimated Title and Escrow Charges	1,500
Preliminary Title Reports	500
County Appraisal	2,000
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$ 32,676

All costs associated with this property acquisition are fully funded by Gas Tax in the Transportation Department's budget for FY 2014/15. 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: Machado Street Sidewalk
2 PARCEL(S): 0134-001
3 PORTION OF APNs: 379-020-008 and -016
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 ("County"), and SAUL AVILA, a married man as his sole and separate property,
9 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located on the south side of
12 Machado Street, between Tiller Lane and Ulla Lane, in the City of Lake Elsinore,
13 County of Riverside, State of California, as referenced on the Plat Map identified as
14 Attachment "1," attached hereto and made a part hereof. The real property consisting
15 of two single-family residences, also known as Assessor's Parcel Numbers: 379-020-
16 008 and 379-020-016 ("Property"); and

17 WHEREAS, Grantor desire to sell to the County and the County desires to
18 purchase a portion of the Property ("ROW"), for the purpose of constructing sidewalk
19 improvements for the Machado Street Sidewalk Project ("Project") as follows: a
20 permanent easement in favor of the City of Lake Elsinore for road and utility purposes
21 referenced as Parcel 0134-001 described on Attachment "2," attached hereto and
22 made a part hereof; pursuant to the terms and conditions set forth herein; and

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

26 ///
27 ///
28 ///

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

3 **ARTICLE 1. AGREEMENT**

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

6 2. Consideration. For good and valuable consideration, Grantor agrees to
7 sell and convey to the County, and the County agrees to purchase from Grantor all of
8 the Right-of-Way Property described herein, under the terms and conditions set forth in
9 this Agreement. The full consideration for the Right-of-Way Property consists of the
10 purchase price amount for the real property interests to be acquired by the County
11 ("Purchase Price") The Purchase Price in the amount of Twenty Three Thousand Four
12 Hundred and Eighty One Dollars (\$23,481) is to be distributed to Grantor in
13 accordance with this Agreement. Grantor will be responsible for any apportionment or
14 allocation of the Purchase Price if required for any separately held interests that may
15 exist.

16 3. County Responsibilities.

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

28

1 B. Upon the opening of Escrow, the County shall deposit the
2 Consideration as follows:

3 i. Purchase Price. Deposit into Escrow the Purchase Price in
4 the amount of Twenty Three Thousand Four Hundred and Eighty One Dollars
5 (\$23,481) ("Deposit").

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

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

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

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

19 i. The deposit of the following documents into Escrow for
20 recordation in the Official Records of the County Recorder of Riverside County
21 ("Official Records") upon Close of Escrow:

22 a. The easement deed executed, acknowledged and
23 delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder,
24 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting
25 the portion of the Property, subject to the following:

26 1. Free and clear of all liens, encumbrances,
27 easements, leases (recorded or unrecorded), and taxes except those encumbrances
28 and easements which, in the sole discretion of the County, are acceptable, except:

1 4. Grantor Responsibilities.

2 A. Execute and acknowledge Easement Deed in favor of the City of
3 Lake Elsinore for road and utility purposes dated _____ identified as Parcel
4 Number 0134-001; and deliver deed to Yolanda King, Real Property Agent for the
5 County or to the Escrow Holder.

6 B. Retain the contractor(s) to complete the necessary work listed as
7 Items 1 through 8 in Attachment "4" and directly compensate each contractor for all
8 costs, fees, and expenses. The County is not responsible for any payment to the
9 contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold
10 harmless the County, its officers, employees, officials, representatives or agents free
11 from and against any and all claims, liabilities, penalties, forfeitures, losses or
12 expenses, including reasonable attorneys' fees, whatsoever arising from or caused by
13 any actions or omissions of Grantor in connection with Grantor's selection and use of
14 any of the contractors.

15 C. Grantor shall indemnify, defend, protect, and hold the County of
16 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
17 Supervisors, elected and appointed officials, employees, agents, representatives,
18 successors, and assigns free and harmless from and against any and all claims,
19 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
20 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
21 indirectly, by either (a) the presence in, within, under, or about the parcel for the
22 presence of hazardous materials, toxic substances, or hazardous substances as a
23 result of Grantor's use, storage, or generation of such materials or substances or (b)
24 Grantor's failure to comply with any federal, state, or local laws relating to such
25 materials or substances. For the purpose of this Agreement, such materials or
26 substances shall include without limitation hazardous substances, hazardous
27 materials, or toxic substances as defined in the Comprehensive Environmental
28 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section

1 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
2 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
3 (1988); and those substances defined as hazardous wastes in section 25117 of the
4 California Health and Safety Code or hazardous substances in section 25316 of the
5 California Health; and in the regulations adopted in publications promulgated pursuant
6 to said laws.

7 D. Grantor shall be obligated hereunder to include without limitation,
8 and whether foreseeable or unforeseeable, all costs of any required or necessitated
9 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
10 and implementation of any closure, remedial action, or other required plans in
11 connection therewith, and such obligation shall continue under the parcel has been
12 rendered in compliance with applicable federal, state, and local laws, statutes,
13 ordinances, regulations, and rules.

14 **ARTICLE II. MISCELLANEOUS**

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

20 2. This Agreement embodies all of the considerations agreed upon between
21 the County and Grantor. This Agreement was obtained without coercion, promises
22 other than those provided herein, or threats of any kind whatsoever by or to either
23 party.

24 3. The performance of this Agreement constitutes the entire consideration
25 for the acquisition of the Property and shall relieve the County of all further obligations
26 or claims pertaining to the acquisition of the Property or pertaining to the location,
27 grade or construction of the proposed public improvement.

28

1 4. This Agreement is made solely for the benefit of the Parties to this
2 Agreement and their respective successors and assigns, and no other person or entity
3 may have or acquired any right by virtue of this Agreement.

4 5. This Agreement shall not be changed, modified, or amended except upon
5 the written consent of the Parties hereto.

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

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

17 8. Grantor and its assigns and successors in interest shall be bound by all
18 the terms and conditions contained in this Agreement, and all the Parties thereto shall
19 be jointly and severally liable thereunder.

20 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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1 9. 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
7 Dated: OCT 21 2014

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

GRANTOR:
SAUL AVILA, a married man as his sole
separate property

11 By: Jeff Stone
12 Jeff Stone, Chairman
13 Board of Supervisors

By: Sam Avila
Saul Avila

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

18 By: Karen Burton
19 Deputy

20
21 APPROVED AS TO FORM:
22 Gregory Priamos
23 County Counsel

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

27 YK:mr/082514/424TR/16.559 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.559.doc
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ATTACHMENT "1"
Assessor's Plat Map

POR. RO. LA LAGUNA
FOR SEC. 10 T6S. R.5W

T.R.A. 005-028
065-001

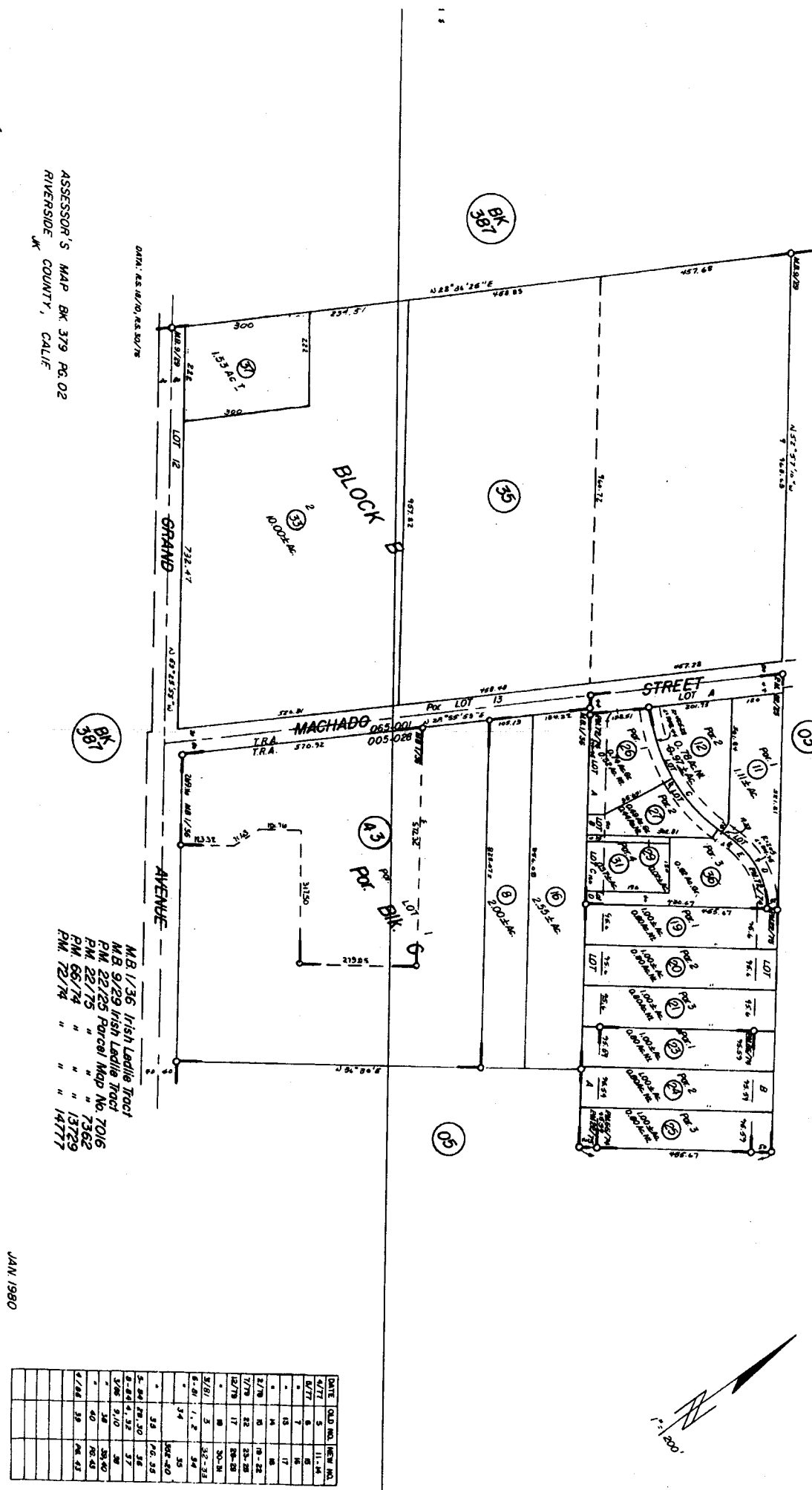
18-34
379-02

ASSESSOR'S MAP BK 379 PG 02
RIVERSIDE COUNTY, CALIF

M.B. 1/36 Irish Ladle Tract
M.B. 9/29 Irish Ladle Tract
P.M. 22/25 Fort Cal Map No. 7016
P.M. 22/75 " " " " 7362
P.M. 65/74 " " " " 13729
P.M. 72/74 " " " " 14777

DATA: AS. 04/70, NS. 00/78

DATE	OLD NO.	NEW NO.
6/77	5	11-41
8/77	6	16
10/77	7	16
12/77	8	17
2/78	9	18
4/78	10	19-22
6/78	11	23-25
8/78	12	26-28
10/78	13	29-31
12/78	14	30-34
2/79	15	32-33
4/79	16	34
6/79	17	35
8/79	18	36-40
10/79	19	41
12/79	20	42
2/80	21	43
4/80	22	44
6/80	23	45
8/80	24	46
10/80	25	47
12/80	26	48
2/81	27	49
4/81	28	50
6/81	29	51
8/81	30	52
10/81	31	53
12/81	32	54
2/82	33	55
4/82	34	56
6/82	35	57
8/82	36	58
10/82	37	59
12/82	38	60
2/83	39	61
4/83	40	62
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12/83	44	66
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12/85	56	78
2/86	57	79
4/86	58	80
6/86	59	81
8/86	60	82
10/86	61	83
12/86	62	84
2/87	63	85
4/87	64	86
6/87	65	87
8/87	66	88
10/87	67	89
12/87	68	90
2/88	69	91
4/88	70	92
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JAN. 1980

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ATTACHMENT "2"
Legal Description and Plat Map

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ATTACHMENT "3"
Form of Easement Deed

ATTACHMENT "4"

Item	Description	Cost
1	28 LF of concrete curbing	\$99
2	18 LF of chain link fencing	\$261
3	125 square feet of irrigation system	\$119
4	12 small bushes	\$180
5	17 large bushes	\$595
6	30 small palm trees	\$3,450
7	3 large trees	\$1,050
8	Rework irrigation lines	\$500
9	Mailbox	Replace in kind/Relocate by Contractor
10	Post/wire fencing	Replace in kind/Relocate by Contractor
	Total Landscape/Hardscape	\$6,255

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EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
0134-001

Those portions of Lots 1 and 2 in Block "C" of Map of a Portion of the La Laguna Ranch, as shown by map on file in Book 1 of Maps at Page 36 thereof, Records of Riverside County, California, located in the City of Lake Elsinore, County of Riverside, State of California, said portions being described as follows:

COMMENCING at the intersection of the centerline of Machado Street (30.00 feet half width southeasterly) with the centerline of Tiller Lane (15.00 feet half width northeasterly) as shown on Tract No. 20313-1 on file in Book 156 of Maps at Pages 36 and 37 thereof, Records of said Riverside County, California;

Thence South 53°23'55" East along said centerline of Tiller Lane, a distance of 30.27 feet to a point on the northwesterly line of Lot "G" (Machado Street) of said Tract No. 20313-1:

Thence North 28°55'53" East along said northwesterly line, a distance of 15.14 feet to the most northerly corner of said Tract No. 20313-1, said point also being the **TRUE POINT OF BEGINNING**, said point also being the intersection of the southeasterly right of way line of said Machado Street with the northeasterly right of way line of said Tiller Lane;

Thence continuing North 28°55'53" East along said southeasterly right of way line of Machado Street, a distance of 239.76 feet to a point thereon, said point being the intersection of said southeasterly right of way line of Machado Street with the southwesterly right of way line of Ulla Lane (40.00 foot half width southwesterly) shown as Lot "B" on Parcel Map 7016 on file in Book 22 of Parcel Maps at Page 25 thereof, Records of said Riverside County, California

Thence South 52°57'34" East along said southwesterly right of way line of Ulla Lane, a distance of 41.38 feet to a point thereon;

Thence leaving said southwesterly right of way line, South 35°45'29" West, a distance of 10.40 feet;

Thence South 77°20'41" West, a distance of 34.41 feet to a point on a line parallel with and distant southeasterly 44.00 feet, measured at right angles, from the centerline of said Machado Street;

Thence South 28°55'53" West along said parallel line, a distance of 172.96 feet;

Thence South 12°07'58" East, a distance of 30.22 feet;

Thence South 36°48'10" West, a distance of 9.49 feet to a point on said northeasterly right of way line of said Tiller Lane;

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
0134-001

Thence North 53°23'55" West along said northeasterly right of way line of Tiller Lane, a distance of 32.84 feet to the TRUE POINT OF BEGINNING.

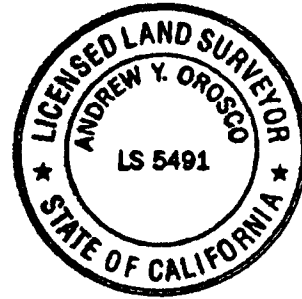
Containing 4,357 square feet or 0.10 acre, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

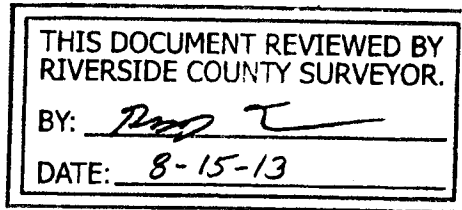
PREPARED UNDER MY SUPERVISION


Andrew Y. Orosco, L.S. 5491

8/14/13
Date



Prepared by: KM
Checked by: AYO



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

The City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attention: City Clerk

**TAX STATEMENTS
DO NOT CHANGE MAILING**

**Exempt from Recording Fee
Pursuant to Government Code Section 6103**

**Exempt from Documentary Tax
Pursuant to R&T Code § 11922**

SV:mr/121313/424TR/16.562

(Space above this line for City and Recorder's use)

Grant of Easement

Riverside County All
Assessor's Parcel Numbers: 379-020-008 and -016 Portion

For valuable consideration, receipt of which is hereby acknowledged,

SAUL AVILA, a married man as his sole and separate property

Hereby grants to:

The City of Lake Elsinore, a Municipal Corporation
County of Riverside, State of California

an easement over and through the real property in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B", attached hereto and by reference made a part hereof.

In witness whereof, the grantor hereto has caused this Grant of Easement to be executed on this _____ day of _____, 201_.

Saul Avila

(This document must be notarized)

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

3
4 SAUL AVILA, a married man as his sole and separate property
5 ("Grantor")

6
7 PROJECT: Machado Street Sidewalk Project
8 PARCEL: 0134-001A
9 PORTION OF APNS: 379-020-008 and -016
10

11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 ("County") and SAUL AVILA, a married man as his sole and separate property,
15 ("Grantor"). 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 located on the south side of Machado Street, between
18 Tiller Lane and Ulla Lane, in the City of Lake Elsinore, County of Riverside, State of
19 California, described as portion of Assessor's Parcel Numbers 379-020-008 and 379-
20 020-016, highlighted on Attachment 1, attached hereto ("Property"), and made a part
21 hereof, to be used for the purpose of providing a non-exclusive work area for the
22 project contractor during construction activities, and for all purposes necessary to
23 facilitate and accomplish the construction of the Machado Street Sidewalk Project
24 ("Project").

25 2. AFFECTED PARCEL. The temporary construction access, used during
26 construction of the Project, referenced as Parcel No. 0134-001A consisting of
27 approximately 1,761 square feet as designated on Attachment 2, attached hereto, and
28 made a part hereof ("TCA Area").

1 3. COMPENSATION. County shall pay to the order of Grantor the sum of
2 One Hundred Ninety Five Dollars (\$195) for the right to enter upon and use the TCA
3 Area in accordance with the terms hereof.

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

12 6. COUNTY TO PROTECT OR REPLACE. County agrees to protect in
13 place or replace in kind as part of the Project all site improvements within the TCA
14 Area.

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

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

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

25 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
26 between the parties hereto. This Agreement is intended by the parties as a final
27 expression of their understanding with respect to the matters herein and is a complete
28 and exclusive statement of the terms and conditions thereof. This Agreement

1 supersedes any and all other prior agreements or understandings, oral or written, in
2 connection therewith. No provision contained herein shall be construed against the
3 County solely because it provided or prepared this Agreement.

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

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

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

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

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19 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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1 15. 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 Dated: OCT 21 2014

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

GRANTOR:
SAUL AVILA, a married man as his
sole and separate property

11 By: Jeff Stone
12 Jeff Stone, Chairman
Board of Supervisors

By: Saul Avila
Saul Avila

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

15
16 By: Kecia Harper-Ihem
17 Deputy

18 APPROVED AS TO FORM:
19 Gregory Priamos
20 County Counsel

21 By: Patricia Munroe
22 Patricia Munroe
Deputy County Counsel

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ATTACHMENT "1"
Assessor's Plat Map

POR. RD. LA LAGUNA
 POR SEC. 10 T6S. R.51W

TR A 005-028
 065-081

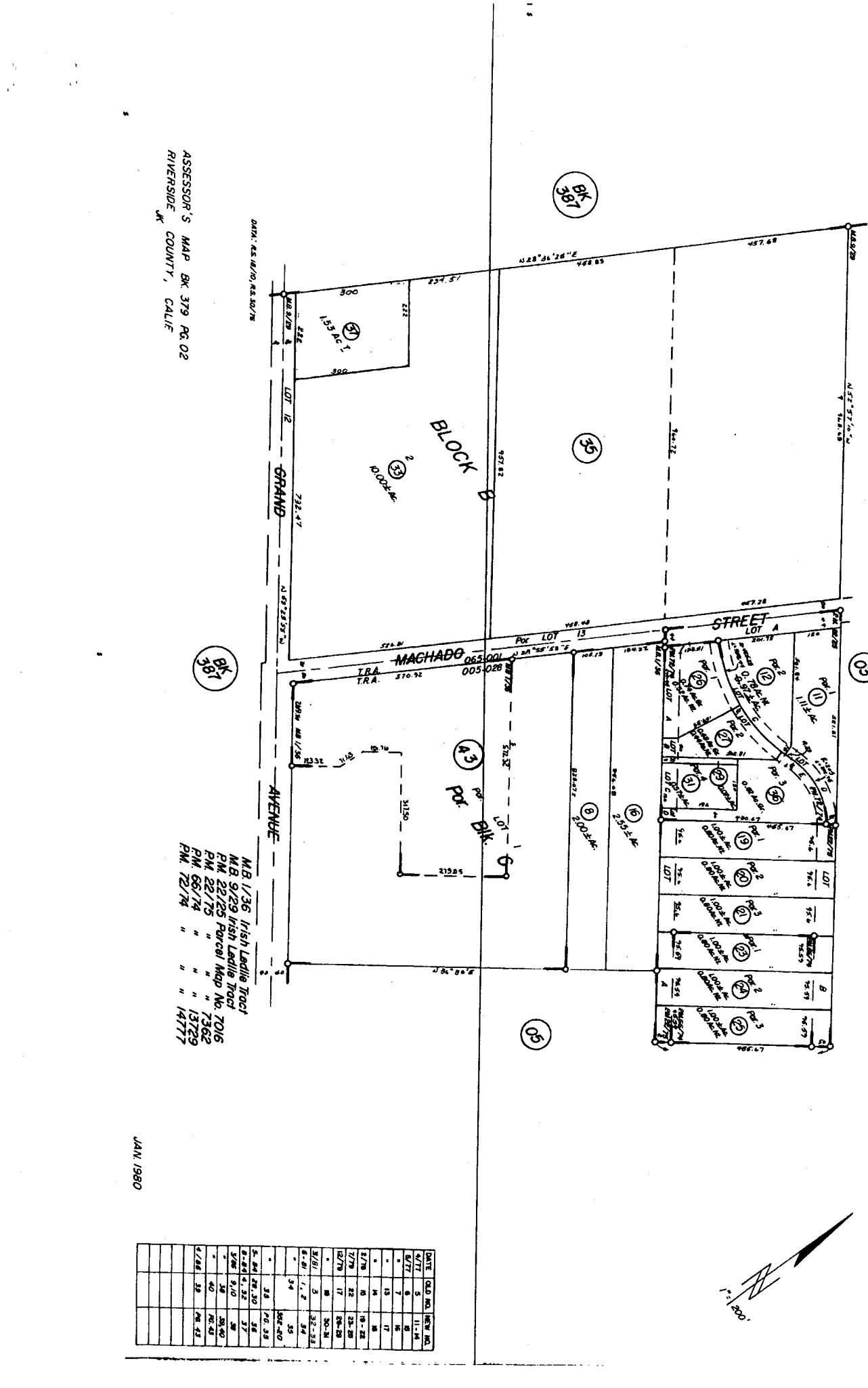
18-34
379-02

ASSESSOR'S MAP BK 379 PG. 02
 RIVERSIDE COUNTY, CALIF.

MB 1/36 Irish Leslie Tract
 MB 9/29 Irish Leslie Tract
 PM 22/75 Parcel Map No. 7016
 PM 66/74 " " " 13729
 PM 72/74 " " " 14777

JAN. 1980

DATE	OLD	NEW	NO.
4/77	8	11	84
6/77	7	16	85
-	15	17	86
-	18	18	87
8/78	22	25	88
12/79	17	26-28	89
-	30	30-31	90
5/81	3	32-33	91
8-81	1, 2	34	92
-	34	35	93
-	36	36	94
5-84	37	37	95
8-84	38	38	96
5/86	39	39	97
-	40	40	98
4/88	39	41	99



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ATTACHMENT "2"
Legal Description and Plat Map

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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK "C" OF MAP OF A PORTION OF THE LA LAGUNA RANCH AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS, PAGE 36, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MACHADO STREET (30.00 FEET HALF WIDTH SOUTHEASTERLY) WITH THE CENTERLINE OF TILLER LANE (15.00 FEET HALF WIDTH NORTHEASTERLY) AS SHOWN ON TRACT NO. 20313-1 ON FILE IN BOOK 156 OF MAPS, PAGES 36 AND 37, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 53°23'55" EAST ALONG SAID CENTERLINE OF TILLER LANE, A DISTANCE OF 30.27 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT "G" (MACHADO STREET) OF SAID TRACT NO. 20313-1;

THENCE NORTH 28°55'53" EAST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 15.14 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT NO. 20313-1, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID MACHADO STREET WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID TILLER LANE;

THENCE CONTINUING NORTH 28°55'53" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MACHADO STREET, A DISTANCE OF 239.76 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MACHADO STREET WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE (40.00 FEET HALF WIDTH) SHOWN AS LOT "B" ON PARCEL MAP 7016 ON FILE IN BOOK 22, PAGE 25 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA;

THENCE SOUTH 52°57'34" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE, A DISTANCE OF 41.38 FEET TO **THE TRUE POINT OF BEGINNING;**

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 35°45'29" WEST A DISTANCE OF 10.40 FEET;

THENCE SOUTH 77°20'41" WEST, A DISTANCE OF 34.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE SOUTH 28°55'53" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 172.96 FEET;

THENCE SOUTH 12°07'58" EAST, A DISTANCE OF 30.22 FEET;

THENCE SOUTH 36°48'10" WEST, A DISTANCE OF 9.49 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID TILLER LANE;

THENCE SOUTH 53°23'55" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID TILLER LANE, A DISTANCE OF 6.00 FEET TO A POINT THEREON;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 36°48'10" EAST, A DISTANCE OF 12.20 FEET;

THENCE NORTH 12°07'58" WEST, A DISTANCE OF 30.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 22.25 FEET;

THENCE SOUTH 61°04'07" EAST, A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 56.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 18.00 FEET;

THENCE NORTH 61°04'07" WEST A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 107.46 FEET;

THENCE SOUTH 61°04'07" EAST, A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 56.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 18.00 FEET;

THENCE NORTH 61°04'07" WEST A DISTANCE OF 6.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MACHADO STREET;

THENCE NORTH 28°55'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2.30 FEET;

THENCE NORTH 77°20'41" EAST, A DISTANCE OF 33.98 FEET;

THENCE NORTH 35°45'29" EAST, A DISTANCE OF 12.55 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE;

THENCE NORTH 52° 57'34" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF ULLA LANE, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

CONTAINING 1,760.78 SQUARE FEET, 0.04 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

PREPARED UNDER MY SUPERVISION.

KENNETH D. TEICH, RIVERSIDE COUNTY SURVEYOR

BY:  DEPUTY



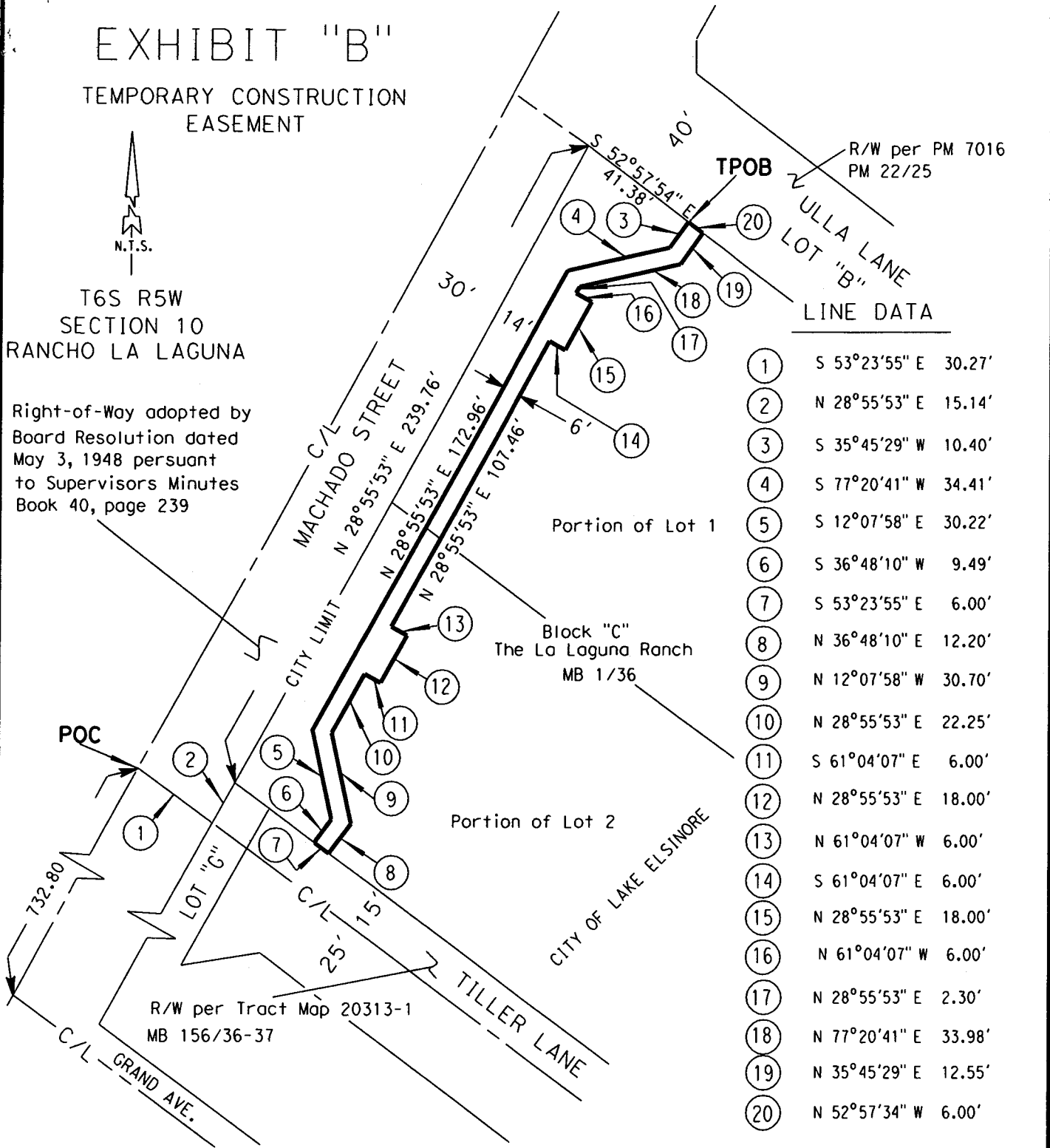
EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



T6S R5W
SECTION 10
RANCHO LA LAGUNA

Right-of-Way adopted by
Board Resolution dated
May 3, 1948 pursuant
to Supervisors Minutes
Book 40, page 239



LINE DATA

1	S 53°23'55" E 30.27'
2	N 28°55'53" E 15.14'
3	S 35°45'29" W 10.40'
4	S 77°20'41" W 34.41'
5	S 12°07'58" E 30.22'
6	S 36°48'10" W 9.49'
7	S 53°23'55" E 6.00'
8	N 36°48'10" E 12.20'
9	N 12°07'58" W 30.70'
10	N 28°55'53" E 22.25'
11	S 61°04'07" E 6.00'
12	N 28°55'53" E 18.00'
13	N 61°04'07" W 6.00'
14	S 61°04'07" E 6.00'
15	N 28°55'53" E 18.00'
16	N 61°04'07" W 6.00'
17	N 28°55'53" E 2.30'
18	N 77°20'41" E 33.98'
19	N 35°45'29" E 12.55'
20	N 52°57'34" W 6.00'

PCL No.: 0134-001
WO No.: C2-0134
SCALE: NTS
PREPARED BY: WJH
DATE: SEPT., 2013
SHEET 1 OF 1

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION
PROJECT: MACHADO SIDEWALK PROJECT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
APPROVED BY: *[Signature]* DATE: 9-26-13



**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: 10/21/14 **Agenda #** 3-15

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: _____