

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS 9/8/15
 DATE

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

514



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 January 21, 2016

SUBJECT: Right-of-Way Acquisition Agreement and Temporary Construction Access Agreement for the Street A Improvement Project, CEQA Finding of Nothing Further Is Required, District 1, [\$39,298] Developer Contributions – 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find nothing further is required pursuant to the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier certified Environmental Impact Report No. 433 and Addendum No. 1 to Environmental Impact Report (EIR) No. 433;
2. Approve the attached Right-of-Way Acquisition Agreement for Parcel No. 0641-001A, located within a portion of Assessor's Parcel Number 239-270-004;

(Continued) [Signature]

[Signature]

Juan C. Perez
 Director of 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)
COST	\$ 39,298	\$ 0	\$ 39,298	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer contributions – 100%
 Budget Adjustment: No
 For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: [Signature]
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 2, 2016
 xc: EDA, Recorder

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

Prev. Agn. Ref.: 3-67 of 9-24-13 | District: 1 | Agenda Number:
 3-38 of 3/27/12

3-10

FISCAL PROCEDURES APPROVED
 PAUL ANGELO, CPA, AUDITOR-CONTROLLER
 BY: [Signature] 1/24/16
 Esteban Hernandez

Positions Added
 Change Order
 A-30
 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Right-of-Way Acquisition Agreement and Temporary Construction Access Agreement for the Street A Improvement Project, CEQA Finding of Nothing Further Is Required, District 1, [\$39,298], Developer Contributions – 100%

DATE: January 21, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Approve the attached Temporary Construction Access Agreement for Parcel Nos. 0641-001B and 0641-001C, all within a portion of Assessor's Parcel Number (APN) 239-270-004; and
4. Authorize the Chairman of the Board of Supervisors (Board) to execute these agreements on behalf of the County of Riverside (County); and
5. Authorize the Assistant County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete this transaction; and
6. Authorize and allocate the purchase amounts of \$6,388 to acquire Parcel No. 0641-001A and \$1,903 for a temporary construction access for Parcel Nos. 0641-001B and 0641-001C; and
7. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$31,007 for due diligence and staff expenses; and
8. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

BACKGROUND:

Summary

The Street A Project is a proposed two lane collector road connecting McAllister Parkway to Van Buren Boulevard, of which 40 percent is located within the jurisdiction of the County and 60 percent is located within the jurisdiction of the City of Riverside (City). There are eight properties that are a part of the project. The subject property is outlined in red on the Project Map identified as Exhibit A.

In 2006, the County approved Specific Plan No. 325 (McAllister Hills), a residential community development. The County required this tract to construct a new road between McAllister Street and Van Buren Boulevard, referred to as Street A, which would serve traffic from the development and provide an alternate access route for residents of Victoria Grove, The Orchards, and other communities in the area north of El Sobrante and east of La Sierra Avenue.

EIR No. 433 and Addendum No. 1 to the EIR were completed in compliance with the State CEQA Guidelines and County CEQA Implementing Procedures. On December 21, 2004 (Item 3-41b), the Board adopted 2004-539, Certifying EIR No. 433 for Specific Plan No. 325. On September 24, 2013, the Board approved Item 3-67, where it considered Addendum No. 1 to EIR No. 433 and approved Amendment No. 1 to Specific Plan No. 325/TR36390, which also analyzed the Street A Improvement Project.

The acquisition of road right-of-way and utility easement interests in real property (Project) was reviewed and no new environmental documentation is required because (a) the Project was adequately analyzed in the earlier EIR No. 433 (EIR)(SCH#2001061096) and the Environmental Assessment No 42510/Addendum No. 1 to the EIR (collectively hereinafter referred to as the Documents) for Specific Plan No. 325A1 and the Street A Improvement Project (also referenced as Capital Project C1-0641) pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to that earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Right-of-Way Acquisition Agreement and Temporary Construction Access Agreement for the Street A Improvement Project, CEQA Finding of Nothing Further Is Required, District 1, [\$39,298], Developer Contributions – 100%

DATE: January 21, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Acquisition of the easement interests in real property is an implementing action in furtherance of the Street A Improvement Project and is consistent with the characteristics evaluated in the Documents. Nothing further is required because all potentially significant effects have been adequately addressed in the Documents.

On March 27, 2012, the Board approved Item 3-38, an agreement between the County and the City of Riverside which revoked the County's consent to authorize the City to act as lead agency and designated the County as lead agency. The EDA has had discussions with the City of Riverside and the Riverside Public Utilities Agency regarding the City-owned parcel located within the Project. The City Attorney's Office has determined that the city must receive market value. See Exhibit B for a Site Map of the subject property. The City of Riverside will execute an Inter-City Transfer referenced as Parcel No. 0641-001A for the permanent easement and temporary rights needed from a portion of APN 239-270-004 for the Project for the financial consideration of \$8,291 with not-to-exceed costs of \$39,298 associated with this transaction (see explanation below).

The Right-of-Way Acquisition Agreement and Temporary Construction Access Agreement have been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

Due to the closure of the extension of McAllister north into the City of Riverside in 2008, the Project is a critical circulation and emergency access link for the communities of The Orchard, Victoria Grove and other developments located east of La Sierra Avenue, and north of El Sobrante.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the estimated funding necessary for the acquisition of a portion of APN 239-270-004:

Purchase Price	\$6,388
Temporary Construction Access:	\$1,903
Estimated Title and Escrow:	\$1,000
Preliminary Title Report:	\$400
County Appraisals:	\$14,600
County Staff Time Includes EDA Real Estate only	\$15,007
Total Estimated Acquisition Costs (Not to Exceed)	\$39,298

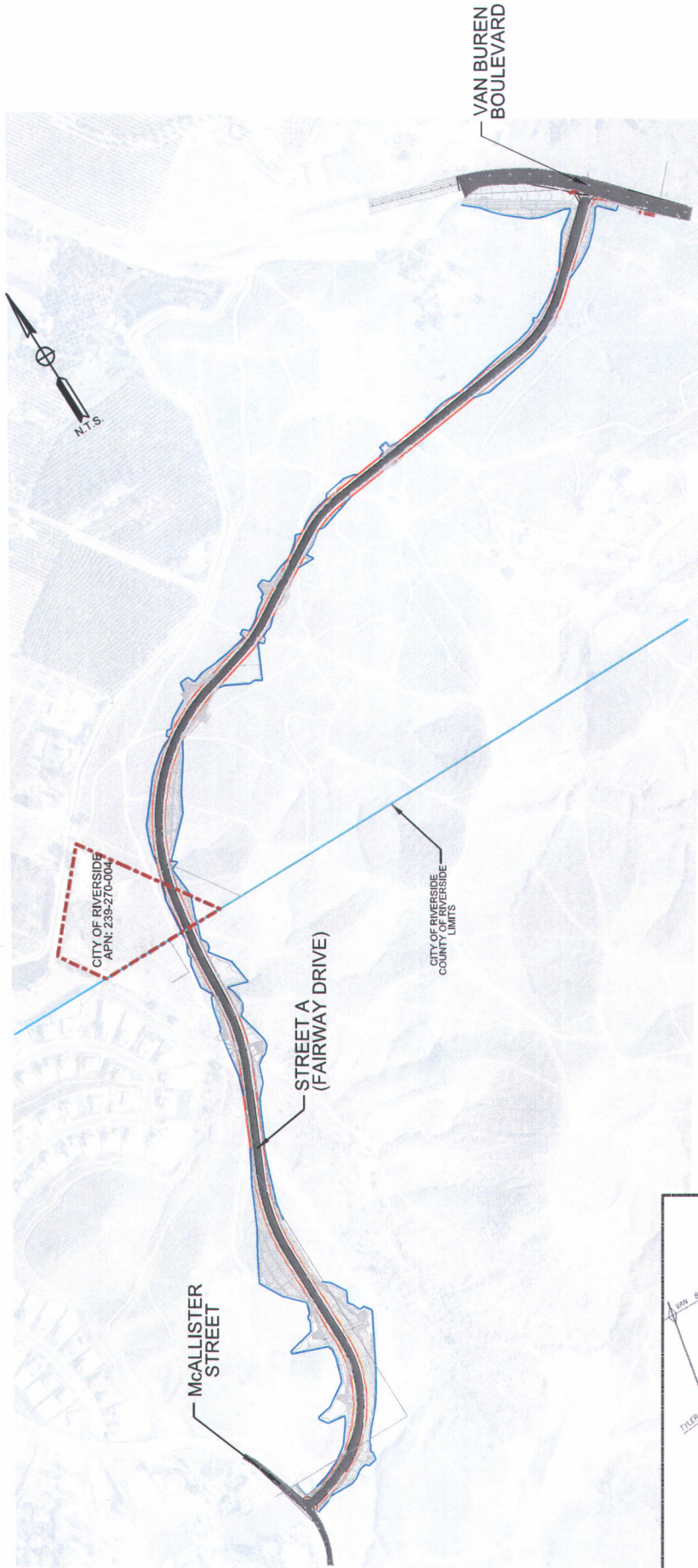
These transaction costs included the 1) need to obtain, besides the original appraisal report, several updated appraisal reports in order to present an offer of just compensation to the owner based on a current fair market value appraisal report as well as 2) the staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transaction.

All costs associated with this property acquisition are fully funded by developer contributions in the Transportation Department's budget for FY 2015-16. No net county costs will be incurred as a result of this transaction. These charges are estimated and only actual amounts will be charged to the Project.

ATTACHMENTS:

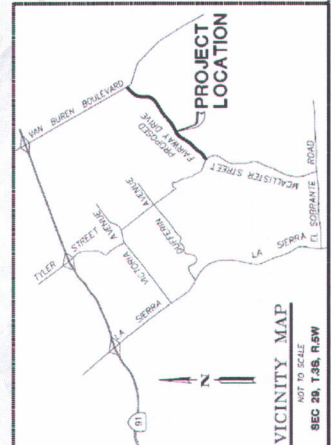
- Exhibit A – Project Map
- Exhibit B – Site Map/Regional Map
- Notice of Determination
- Right-of-Way Acquisition Agreement (4)
- Temporary Construction Access Agreement (4)

Exhibit A



STREET A (FAIRWAY DRIVE) EXHIBIT

- LEGEND:**
- - - EXISTING PROPERTY LINE
 - PROPOSED ROAD RIGHT OF WAY
 - TEMPORARY CONSTRUCTION EASEMENT
 - CITY/COUNTY LIMITS





Original Negative Declaration/Notice of Determination was routed to County Clerks for posting of
NOTICE OF DETERMINATION
 COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT



EA No. 42510

2/21/16 Date WV Initial

SCH# 2001061096

PROJECT NAME: Right-of-Way Acquisition & Temporary Construction Access Agreements for the Street "A" Improvement Project

DESCRIPTION AND LOCATION: The County of Riverside (County) proposes to enter into a right-of-way acquisition agreement and temporary construction access agreement for Parcel Number 0641-001A, within a portion of Assessor's Parcel Number 239-270-004, for the Street "A" Improvement Project. The Street "A" Project is a proposed two lane collector road connecting McAllister Parkway to Van Buren Boulevard, of which 40 percent is located within the jurisdiction of the COUNTY and 60 percent is located within the jurisdiction of the City of Riverside (City). In 2006, the County approved Tract 30153 (McAllister Hills), which would have constructed a golf course residential community development. The County required this tract to construct a new road between McAllister Street and Van Buren Boulevard, referred to as Street "A", which would serve traffic from the development and provide an alternate access route for residents of Victoria Grove, The Orchards, and other communities in the area north of El Sobrante and east of La Sierra Avenue.

Environmental Impact Report No. 433 (EIR) and Addendum No. 1 to the EIR was completed in compliance with the State CEQA Guidelines and Riverside County CEQA Implementing Procedures for Specific Plan No. 325. On December 21, 2004, the Board of Supervisors adopted 2004-539, Certifying Environmental Impact Report (EIR) No. 433. On September 24, 2013, the Board approved Item 3.67, Considered Addendum No. 1 to EIR No. 433 and approved Amendment No. 1 for Specific Plan No 325/TR36390 which also analyzed the Street A Improvement Project (also referenced as Capital Project C1-0641). The certified EIR and Addendum No. 1 to the EIR may be examined, along with administrative record, at the Transportation Department, 4080 Lemon Street, 8th floor, Riverside, California 92501.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA.
3. The acquisition of road right of way and utility easement interests in real property ("Project") was reviewed and it was determined that although the proposed Project could have a significant effect on the environment, no new environmental documentation is required because (a) the Project was adequately analyzed in the earlier Environmental Impact Report No. 433 (EIR)(SCH#2001061096) and the Environmental Assessment No 42510/Addendum No. 1 to the EIR (collectively hereinafter referred to as the "Documents") for Specific Plan No. 325A1 and the Street A Improvement Project (also referenced as Capital Project C1-0641) pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to that earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible. Acquisition of the easement interests in real property is an implementing action in furtherance of the Street A Improvement Project and is consistent with the characteristics evaluated in the Documents.
4. Nothing further is required because all potentially significant effects have been adequately analyzed in an earlier certified Environmental Impact Report No. 433 (SCH#2001061096) and EA42510/Addendum No. 1 to EIR No. 433.

Russell Williams Title Environmental Division Mgr. Date 5/21/15
Juan C. Perez Title Director of Transportation Date 01/19/16

HEARING BODY OR OFFICER

XX Board of Supervisors
 _____ Planning Commission

ACTION ON PROJECT

X Approval
 _____ Disapproval

FEB 02 2016 310

Karen Baston Date: FEB 02 2016
 Verifying: _____ Title: Board Assistant Date: 2/2/16
 For County Clerk Use

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PROJECT: FAIRWAY DRIVE (A STREET) NEW ROAD
CONSTRUCTION
PARCEL: 0641-001A
APN: 239-270-004 (PORTION)

RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and CITY OF RIVERSIDE, a California charter city and municipal corporation, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located south of and adjacent to the Gage Canal in the City of Riverside, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The Larger Parcel consists of 9.05 acres of land and is also known as Assessor's Parcel Numbers: 239-270-003, 239-270-004 and 269-060-007 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desires to purchase a portion of the Property for road and utility purposes ("ROW") for the purpose of constructing the Fairway Drive (A Street) Project ("Project") as follows: an Inter-City Transfer for road and utility purposes referenced as Parcel 0641-001A and described on Attachment "2," attached hereto and made a part hereof; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Temporary Construction Access Agreement to grant County the right to temporarily use portions of the Property, as described therein, for slope and drainage purposes

1 and for all purposes necessary to facilitate and accomplish the construction of the
2 Project; and

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

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

8
9 **ARTICLE 1. AGREEMENT**

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

12 2. Consideration. For good and valuable consideration, Grantor agrees to
13 sell and convey to the County, and the County agrees to purchase from Grantor all of
14 the Right-of-Way Property described herein, under the terms and conditions set forth in
15 this Agreement. The full consideration for the Right-of-Way Property consists of the
16 purchase price amount for the real property interests to be acquired by the County
17 ("Purchase Price"). The Purchase Price in the amount of Six Thousand Three Hundred
18 Eighty Eight Dollars (\$6,388) is to be distributed to Grantor in accordance with this
19 Agreement.

20 3. County Responsibilities:

21 A. County shall pay the City of Riverside (City) the amount of Six
22 Thousand Three Hundred Eighty-Eight Dollars (\$6,388) ("Purchase Price"), which is
23 specifically agreed by the Parties to be the full amount of compensation due and owing
24 to the City for the ROW, conveyed by an Inter-City Transfer.

25 B. Tender payment of the entire Purchase Price to City within 30 days
26 from the mutual execution of this Agreement to the City of Riverside.

1 agreements and understandings, oral or written, in connection therewith. No provision
2 contained herein shall be construed against the County solely because it prepared this
3 Agreement in its executed form.

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

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

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13 (Signatures on next page)
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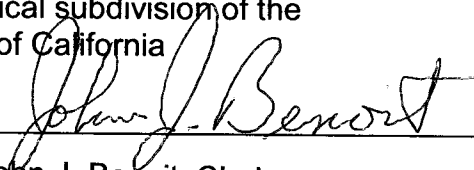
1 9. This Agreement may be signed in counterpart or duplicate copies, and
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
3 purposes.

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

6
7 Dated: February 11, 2015

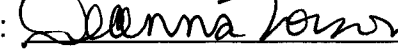
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9 COUNTY:

10 COUNTY OF RIVERSIDE
11 a political subdivision of the
12 State of California

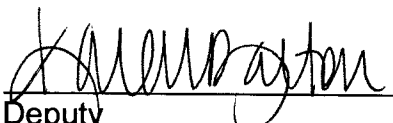
13 By: 
14 John J. Benoit, Chairman
Board of Supervisors

GRANTOR:

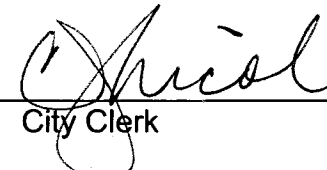
CITY OF RIVERSIDE, a California
charter city and municipal corporation

15 By:  86
16 Its: Assistant City Manager

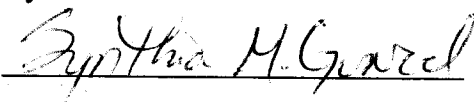
17 ATTEST:
18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: 
21 Deputy

ATTEST:
Colleen Nicol

22 By: 
23 City Clerk

24 APPROVED AS TO FORM:
25 Greg Priamos
26 County Counsel

27 By: 
28 Deputy County Counsel
SYNTHIA M. GUNZEL

APPROVED AS TO FORM:

By: 
Deputy City Attorney

ATTACHMENT "1"
Assessor's Plat Map

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ATTACHMENT "2"
Legal Description and Plat Map

EXHIBIT "A"
0641-001A
LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITY EASEMENT

Being a portion of that certain parcel of land described in a Grant Deed to the City of Riverside, recorded September 7, 1977 as filed in Instrument No. 77-174584 of Official Records, Riverside County Recorder, lying within Section 20, Township 3 South, Range 5 West, San Bernardino Meridian in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

PARCEL 0641-001A:

COMMENCING at the South Quarter Corner of Section 20, Township 3 South, Range 5 West, San Bernardino Meridian;

Thence along the southerly line thereof, North $89^{\circ}23'48''$ West 1184.35 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly line North $89^{\circ}23'48''$ West 66.70 feet;

Thence departing said line, North $08^{\circ}54'55''$ East 160.67 feet to the beginning of a tangent curve concave easterly and having a radius of 1033.00 feet;

Thence northerly along said curve through a central angle of $06^{\circ}10'49''$ an arc length of 111.43 feet to a point on the northeasterly line of said Grant Deed to the City of Riverside, a radial line to said point bears, North $74^{\circ}54'16''$ West;

Thence departing said curve along said northeasterly line South $33^{\circ}38'36''$ East 90.24 feet to a point on a curve concave easterly and having a radius of 967.00 feet, said curve being concentric with said 1033.00 foot radius, a radial line to said point bears, North $78^{\circ}25'58''$ West;

Thence southerly along said concentric curve through a central angle of $02^{\circ}39'07''$ an arc length of 44.76 feet to a line being 66.00 feet easterly and parallel, measured at right angles from the aforementioned line described as "North $08^{\circ}54'55''$ East 160.67 feet";

Thence along said parallel line South $08^{\circ}54'55''$ West 151.03 feet to the **TRUE POINT OF BEGINNING**.

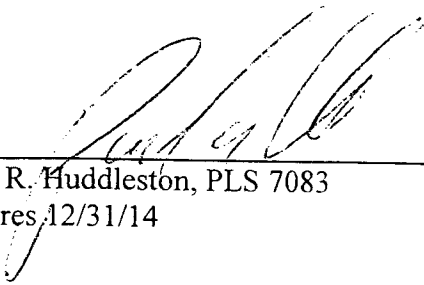
Containing 15,460 Square Feet, 0.355 acres more or less.

As more particularly shown on Exhibit "B" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
0641-001A
LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITY EASEMENT

Prepared under the supervision of:




Paul R. Huddleston, PLS 7083
Expires 12/31/14

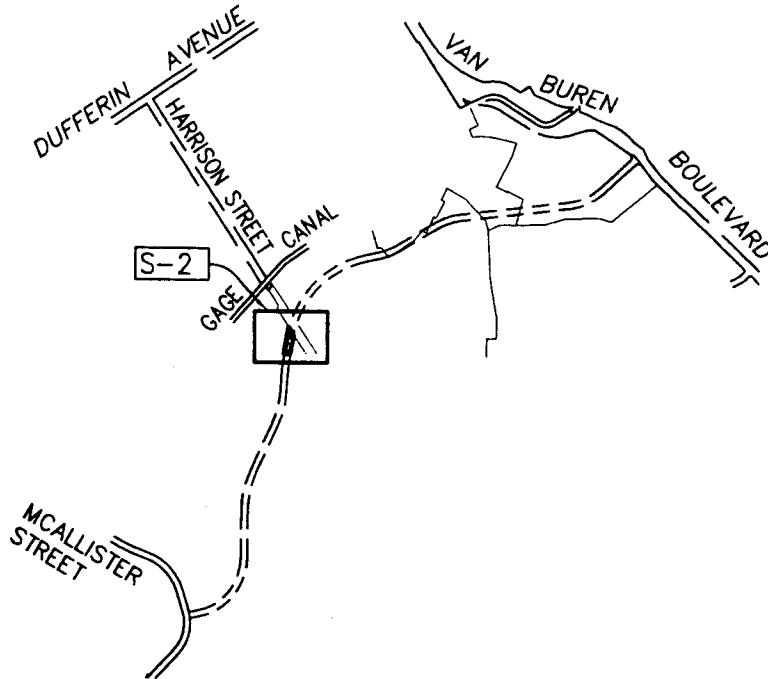
3/18/13
Date

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: *4-9-13*

EXHIBIT "B"

0641-001A

PUBLIC ROAD AND UTILITY EASEMENT



VICINITY / INDEX MAP

LEGEND:

S-#

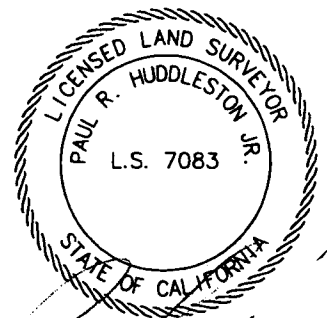
INDICATES SHEET No. AS NOTED.

()

INDICATES RECORD PER RS 72/85-90.

0641-001A

INDICATES PARCEL No.



PAUL R. HUDDLESTON JR.
PLS 7083

COUNTY W.O.: C1-0641

OWNER:
CITY OF
RIVERSIDE

APN:
239-270-004



HUNSAKER & ASSOCIATES
IRVINE, INC

INLAND EMPIRE REGION

2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

POR. OF SECTION 20, T. 3 S., R. 5 W.,
SAN BERNARDINO MERIDIAN

PREPARED BY
RNB

CHECKED BY
PRH, JR.

SHEET 1 OF 2

DATE: Mar 15, 2013

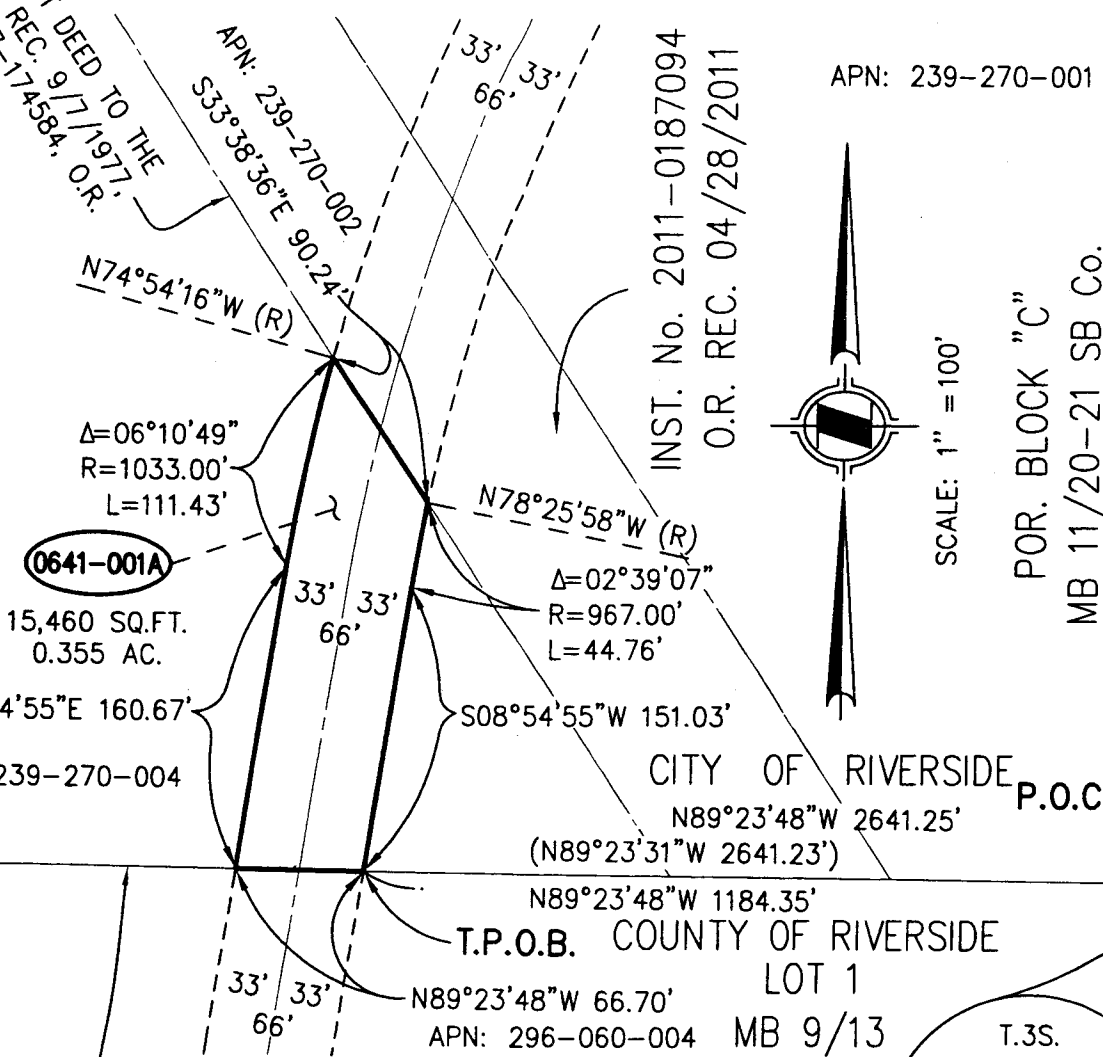
W.O. 3053-9

EXHIBIT "B"

0641-001A
PUBLIC ROAD AND UTILITY EASEMENT

NELY LINE OF GRANT DEED TO THE
CITY OF RIVERSIDE, REC. 9/7/1977,
PER INST. No. 77-174584, O.R.

INST. No. 77-174584 O.R.
REC. 9/7/1977



0641-001A

15,460 SQ.FT.
0.355 AC.

N08°54'55"E 160.67'
APN: 239-270-004

$\Delta=02^{\circ}39'07''$
R=967.00'
L=44.76'

N78°25'58"W (R)

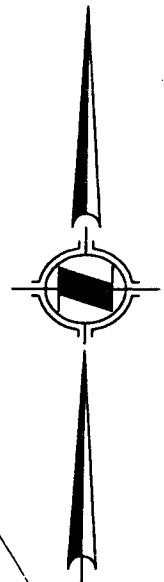
S08°54'55"W 151.03'

CITY OF RIVERSIDE
N89°23'48"W 2641.25'
(N89°23'31"W 2641.23')

T.P.O.B. COUNTY OF RIVERSIDE
N89°23'48"W 1184.35'
LOT 1
APN: 296-060-004 MB 9/13

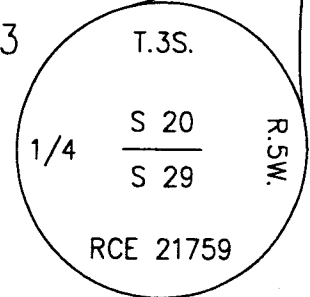
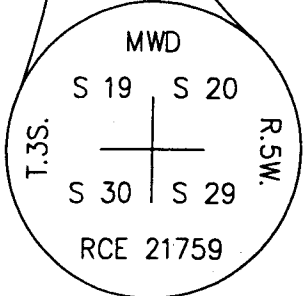
NORTH LINE OF RANCHO EL SOBRANTE DE
SAN JACINTO & THE SOUTH LINE OF SW¼
SECTION 20, T.3S., R.5W., S.B.M.

APN: 239-270-001



SCALE: 1" = 100'

POR. BLOCK "C"
MB 11/20-21 SB Co.



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *[Signature]*
DATE: 4-9-13

COUNTY W.O.: C1-0641

OWNER:
CITY OF
RIVERSIDE

APN:
239-270-004

H & A
HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

POR. OF SECTION 20, T. 3 S., R. 5 W.,
SAN BERNARDINO MERIDIAN
PREPARED BY: RNB
CHECKED BY: PRH, JR.
SHEET 2 OF 2
DATE: Mar 15, 2013
W.O. 3053-9

Project: Fairway Drive ("A" Street)
Site Location: 0641-001B and 0641-001C
Assessor's Parcel No.: 239-270-004 (Portion)

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made and entered into this 11th day of February ~~2015~~ 2014 by and between the **City of Riverside**, a California charter city and municipal corporation ("City"), and the **County of Riverside**, a political subdivision of the State of California ("County").

1. **Scope.** City, owner of the real property identified as a portion of Assessor's Parcel Number 239-270-004 ("Property"), as shown on Attachment "1" attached hereto and incorporated herein by reference, hereby grants permission to the County, its employees, agents and contractors to enter onto the Property for the construction of a slope and all other necessary purposes to facilitate and accomplish the construction of Fairway Drive ("Project") and for no other purpose. The temporary construction access used during the construction of the Project is referenced as Parcel Nos. 0641-001B and 0641-001C consisting of approximately 7,654 square feet as designated on Attachment "2" attached hereto and incorporated herein by reference ("TCA Area").

2. **Term.** This Agreement will be effective upon the date the Notice to Proceed is issued and shall be effective for 24 months or upon completion of the Project, or whichever shall come sooner, unless earlier terminated as set forth in this Agreement. County shall provide City with thirty (30) days advanced written notice prior to entering onto the Property.

3. **Compensation.** As compensation for use of the Property, County shall pay to the City the amount of One Thousand Nine Hundred Three Dollars (\$1,903), due and payable in within 30 days from the mutual execution of this Agreement. Said rent shall be made by check payable to the City of Riverside and sent to: The City of Riverside, Central Cashiering, City Hall, 3900 Main Street, Riverside, California 92522.

4. **Condition of Premises.** During the term of this Agreement, County is to avoid damaging or contaminating the Property, including any existing trees, landscaping or plants, and shall take all reasonable steps to maintain the Property in an orderly and appealing manner. At the completion of the work, County will restore the Property to a condition equal to or better than its condition at the commencement of the term of this Agreement.

5. **Termination.** This Agreement may be terminated by either party upon three (3) days prior written notice to the other party or immediately by the City if it is determined that County's actions are unsafe or a liability to the City.

FEB 02 2016 3-10

6. **Access to the Property.** County shall make every reasonable effort to keep access to the Property open at all times and shall not interfere with City's activities in any way.

7. **Indemnification.** Except as to sole negligence or willful misconduct of the City, County agrees to indemnify, defend and hold the City, its officers and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by County or any of County's employees, agents or contractors

8. **Workers' Compensation Insurance.** By executing this Agreement, County certifies that it is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. County shall carry the insurance or provide for self-insurance required by California law to protect County from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, County shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that they are self-insured for such coverage, or (2) a certified statement that they have no employees, and acknowledging that if they do employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

9. **General Commercial Liability.** Prior to City's execution of this Agreement, County shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance, or evidence of self-insurance, to insure County against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of County.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

County's commercial general liability insurance policies shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, unless otherwise approved or reduced by the City's Risk Manager ("Risk Manager"), or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on County's indemnification obligations under Section 7 hereof.

Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement shall be filed with City and shall include the City and its officers, employees and

agents, as additional insureds. Said policies shall be in the usual form of commercial general liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by County pursuant to this Agreement are adequate to protect County. If County believes that any required insurance coverage is inadequate, they will obtain such additional insurance coverage as it deem adequate, at its sole expense.

10. **Hazardous Substances Indemnity.** County expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants, employees, attorneys and contractors harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Property by County, or its respective officers, directors, agents, servants, employees or contractors, or by any other third party acting under the control or request of County, other than the City and its respective officers, agents, servants, employees or contractors. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Agreement.

11. **Hazardous Substances Defined.** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Clean Water Act, 33 U.S.C. § 1251, et seq.; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H. & S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, et seq.; Underground Storage of Hazardous Substances H.& S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 et seq.); The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, et seq.; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 et seq.; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may

give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

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

13. **Nondiscrimination.** During County's performance of this Agreement, it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, County agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows.

City
City of Riverside
3900 Main Street
Riverside, California 92522
Attn: David Welch

County
County of Riverside
3403 Tenth St. #400
Riverside, CA 92501
Attn: Yolanda King

15. **Assignment.** It is mutually understood and agreed that this Agreement is personal to County and shall be binding upon County and its successors and may not be assigned or transferred in any way. Any transfer shall be void and of no effect.

16. **Authority.** The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

17. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be

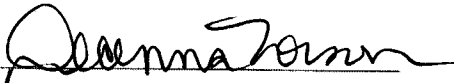
severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.


[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first written above.

CITY OF RIVERSIDE,
a California charter city and
municipal corporation

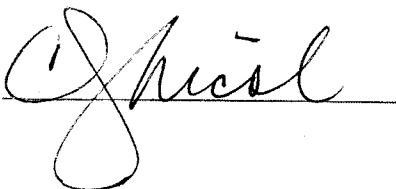
COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

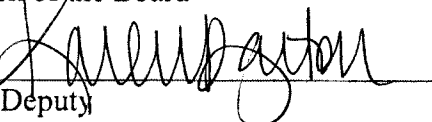
By: 
06

By: 
John J. Benoit, Chairman
Board of Supervisors

Attested to:

Attested to:
Kecia Harper-Ihem
Clerk of the Board

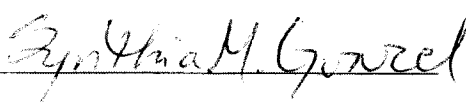
By: 

By: 
Deputy

Approved as to form:

Approved as to form:
Greg Priamos
County Counsel

By: 
Supervising Deputy City Attorney

By: 
Deputy County Counsel

SYNTHIA M. GUNZEL

EXHIBIT "A"
0641-001B & 0641-001C
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Being a portion of that certain parcel of land described in a Grant Deed to the City of Riverside, recorded September 7, 1977 as filed in Instrument No. 77-174584 of Official Records, Riverside County Recorder, lying within Section 20, Township 3 South, Range 5 West, San Bernardino Meridian in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

PARCEL 0641-001B:

COMMENCING at the South Quarter Corner of Section 20, Township 3 South, Range 5 West, San Bernardino Meridian;

Thence along the southerly line thereof, North 89°23'48" West 1162.26 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly line North 89°23'48" West 22.09 feet;

Thence departing said line North 08°54'55" East 151.03 feet to the beginning of a tangent curve, concave easterly and having a radius of 967.00 feet;

Thence northerly along said curve through a central angle of 02°39'07" an arc length of 44.76 feet to a point on the northeasterly line of said Grant Deed;

Thence along said northeasterly line, South 33°38'36" East 65.18 feet;

Thence departing said line, South 03°29'12" East 6.02 feet;

Thence South 21°40'41" West 117.71 feet;

Thence South 05°27'22" West 23.92 feet to the **TRUE POINT OF BEGINNING**.

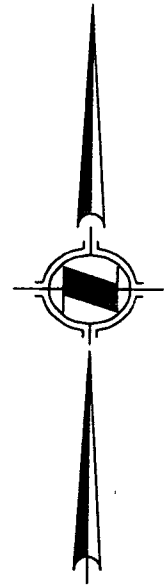
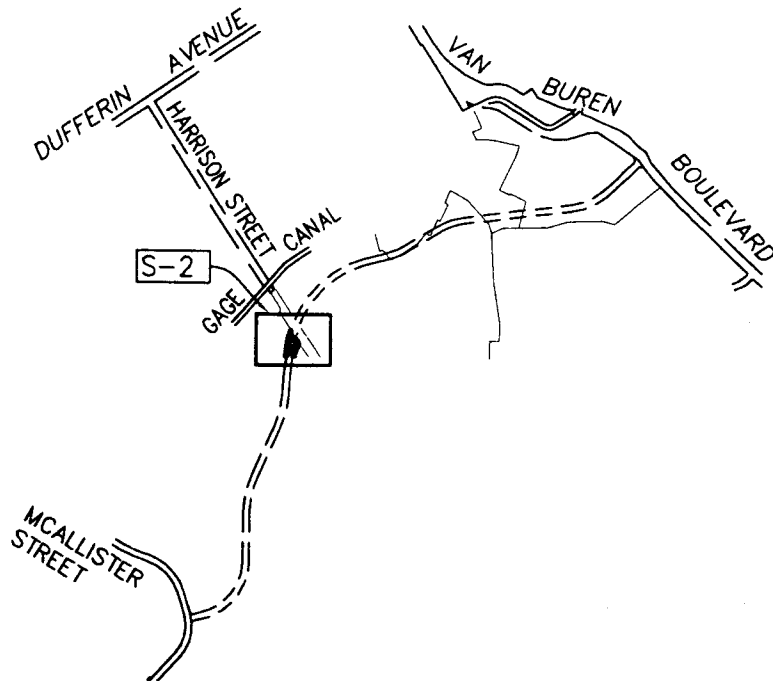
Containing 5,738 Square Feet, 0.132 acres more or less.

PARCEL 0641-001C:

COMMENCING at the South Quarter Corner of Section 20, Township 3 South, Range 5 West, San Bernardino Meridian;

EXHIBIT "B"

0641-001B & 0641-001C TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1" = 2000'

VICINITY / INDEX MAP

LEGEND:

S-#

INDICATES SHEET No. AS NOTED.

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INDICATES RECORD PER RS 72/85-90.

0641-001A

INDICATES PARCEL No.

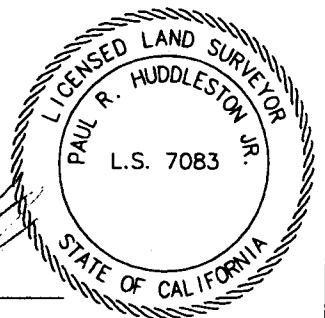
#

INDICATES LINE OR CURVE DATA
NUMBER (SEE SHEET 3 FOR LINE AND
CURVE TABLE DATA).

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *Paul R. Huddleston Jr.*

DATE: 4-9-13



Paul R. Huddleston Jr.
PAUL R. HUDDLESTON JR.
PLS 7083

COUNTY W.O.: C1-0641

OWNER:
CITY OF
RIVERSIDE

APN:
239-270-004



HUNSAKER & ASSOCIATES
IRVINE, INC

INLAND EMPIRE REGION

2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

POR. OF SECTION 20, T. 3 S., R. 5 W.,
SAN BERNARDINO MERIDIAN

PREPARED BY
RNB

CHECKED BY
PRH, JR.

SHEET 1 OF 3

DATE: Mar 15, 2013

W.O. 3053-9

EXHIBIT "B"

0641-001B & 0641-001C TEMPORARY CONSTRUCTION EASEMENT

INST. No. 77-174584 O.R.
REC. 9/7/1977

NEELY LINE OF GRANT DEED
TO THE CITY OF RIVERSIDE,
REC. 9/7/1977, PER INST.
No. 77-174584, O.R.

INST. No. 2011-0187094
O.R. REC. 04/28/2011

APN: 239-270-001
POR. BLOCK "C"
MB 11/20-21
SB Co.

0641-001C
1,916 SQ.FT.
0.044 AC.
APN: 239-270-004

0641-001B
5,738 SQ.FT.
0.132 AC.

(N89°23'31"W 2641.23')

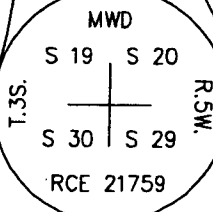
CITY OF RIVERSIDE P.O.C.
N89°23'48"W 2641.25'

T.P.O.B.
0641-001C

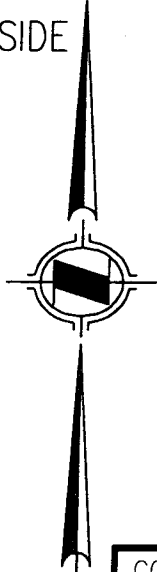
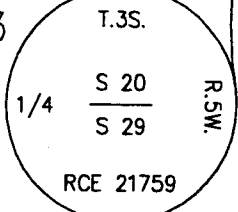
T.P.O.B.
0641-001B

LOT 1
MB 9/13

APN: 296-060-004
COUNTY OF RIVERSIDE



NORTH LINE OF RANCHO EL
SOBRANTE DE SAN JACINTO
& THE SOUTH LINE OF SW¼
SECTION 20, T.3S., R.5W.,
S.B.M.



SCALE: 1" = 100'

NOTE:

SEE SHEET 3 FOR LINE AND
CURVE TABLE DATA.

COUNTY W.O.: C1-0641

OWNER:
CITY OF
RIVERSIDE

APN:
239-270-004



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

POR. OF SECTION 20, T. 3 S., R. 5 W., SAN BERNARDINO MERIDIAN		
PREPARED BY RNB	CHECKED BY PRH, JR.	SHEET 2 OF 3
DATE: Mar 15, 2013		W.O. 3053-9

EXHIBIT "B"

0641-001B & 0641-001C
TEMPORARY CONSTRUCTION EASEMENT

DATA TABLE

	BEARING/Delta	RADIUS	LENGTH	TANGENT
①	N89°23'48"W		3.49'	
②	N06°05'59"E		170.80'	
③	N17°34'31"E		79.83'	
④	N23°12'36"E		23.60'	
⑤	06°10'49"	1033.00'	111.43'	55.77'
⑥	S08°54'55"W		160.67'	
⑦	N89°23'48"W		22.09'	
⑧	N08°54'55"E		151.03'	
⑨	02°39'07"	967.00'	44.76'	22.38'
⑩	S33°38'36"E		65.18'	
⑪	S03°29'12"E		6.02'	
⑫	S21°40'41"W		117.71'	
⑫	S05°27'22"W		23.92'	

COUNTY W.O.: C1-0641

OWNER:
CITY OF
RIVERSIDE

APN:
239-270-004



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (951)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

POR. OF SECTION 20, T. 3 S., R. 5 W., SAN BERNARDINO MERIDIAN		
PREPARED BY RNB	CHECKED BY PRH, JR.	SHEET 3 OF 3
DATE: Mar 15, 2013		W.O. 3053-9