

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



ITEM
3.24
(ID # 6658)

MEETING DATE:

Tuesday, April 24, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT (TLMA) - TRANSPORTATION DEPARTMENT: :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY (TLMA) –TRANSPORTATION DEPT: Approval of the
Temporary Construction Access Agreements for a portion of Assessor's Parcel
Numbers 282-122-020 and 282-140-020 for the Temescal Canyon Road Widening
Project Dos Lagos segment, in the Unincorporated Area of Temescal Canyon,
CEQA, District 1; [\$133,700 Total] Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:


1. Find that nothing further is required for the temporary construction easement interests by the County as it has been adequately analyzed in the Final Initial Studies with Mitigated Negative Declaration adopted by the Board on November 14, 2017, for the Temescal Canyon Road Widening Project Dos Lagos segment; and

Continued on page 2

ACTION: Policy


Robert Field, Assistant County Executive Officer/EDA

3/30/2018


Patricia Romo, Director of Transportation

4/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: April 24, 2018
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust One established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust Two established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust Three established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust Four established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust One established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust Two established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust Three established January 19, 1960; Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust Four established January 19, 1960; each Trust as to an undivided 1/8th interest for a temporary interest in real property identified as Parcels 0066-004A and 004B, in favor of the County of Riverside, located within a portion of Assessor's Parcel Number 282-122-020 and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
3. Approve the attached Temporary Construction Access Agreement between the County of Riverside and John Lester Neely, Trustee of the John Lester Neely Revocable Trust dated January 25, 2000, under the Provisions of a Trust Agreement dated January 25, 2000, for a temporary interest in real property identified as 0066-020B in favor of the County of Riverside, located within a portion of land with Assessor's Parcel Number 282-140-020 and authorize the Chairman of the Board to execute this Agreement on behalf of the County; and
4. Authorize and allocate the full settlement amount of \$12,700 for the temporary construction access to Parcels No. 0066-004A and 0066-004B located within a portion of Assessor's Parcel Number: 282-122-020; and
5. Authorize and allocate the full settlement amount of \$106,000 for the temporary construction access to Parcel No. 0066-020B located within a portion of Assessor's Parcel Number: 282-140-020; and
6. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$15,000 for due diligence and staff expenses.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 133,700	\$ 0	\$133,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCTC Measure A Discretionary - 100%			Budget Adjustment:	No
			For Fiscal Year:	FY2017/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Temescal Canyon Road is a critical roadway and serves as the only north-south arterial and alternate to Interstate 15 in the Temescal Valley. Severe congestion along Interstate 15 is causing traffic to backup from SR-91 to Lake Street in Lake Elsinore and is impacting the quality of life due to additional commute time. Widening Temescal Canyon Road between Dawson Canyon Road and Dos Lagos Drive is expected to provide some relief to the commute in the Temescal Valley.

The Riverside County Transportation Department proposes to widen Temescal Canyon Road from a two-lane facility to a four-lane facility between Dawson Canyon Road and Dos Lagos Drive. The Dos Lagos Segment of the Temescal Canyon Road Widening Project begins at Leroy Road and continues 0.6 mile northerly to Dos Lagos Drive. See Exhibit A for Vicinity Map.

As the lead agency under the California Environmental Quality Act (CEQA), the County of Riverside prepared Initial Studies (IS) with proposed Mitigated Negative Declarations (MND) for the Dos Lagos Segment of the Temescal Canyon Road Widening Project in order to analyze the proposed project impact to the environment.

On November 14, 2017, the Board approved MO 3.24 and adopted a Final Initial Studies with Mitigated Negative Declaration and Approved the Temescal Canyon Road Widening Project. The Notice of Determination was filed on November 14, 2017.

The Economic Development Agency has negotiated temporary construction access for the following properties:

Parcel Numbers	APN's (portions)	Property Owner	Settlement Amount
Parcels No.: 0066-004A and 0066-004B	282-122-020	Theodore H. Smyth (Jr.) and Richard A. Nightingale, Successor Co-Trustees	\$12,700
Parcel No: 0066-020B	282-140-020	John Lester Neely, Trustee	\$ 106,000

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

The Temporary Construction Access Agreements have been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

The addition of one travel lane in each direction along Temescal Canyon Road will provide congestion relief for the residents of Temescal Valley and commuters traveling through the I-15 corridor.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Numbers 282-122-020 and 282-140-020.

Temporary Construction Access Agreement identified as Parcels No. 0066-004A, and 0066-004B located within a portion of APN 282-122-020	\$12,700
Acquisition and Temporary Construction Access Agreement identified as Parcel No. 0066-20B located within a portion of APN 282-140-020	\$106,000
Preliminary Title Reports	\$1,500
County Appraisal Costs	\$6,500
EDA Real Property Staff Time	\$7,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$133,700

The transaction costs in the amount of \$15,000 included appraisal fees, closing costs, and 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 temporary access of the portion of the properties are fully funded by the RCTC Measure A Discretionary. No net County costs will be incurred as a result of this transaction. These charges are estimates only and only the actual amounts will be charged to the Project.


Attachments:

- Exhibit A - Vicinity Map
- (3) Temporary Construction Access Agreements for Parcel 0066-004A and 004B
- (3) Temporary Construction Access Agreements for Parcel 0066-020B

RF:HM:VY:YK:ra 461TR 19.739 13808
Minute Traq ID 6658

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


Rekini Dasika, Principal Management Analyst 4/16/2018


Gregory V. Priamos, Director County Counsel 4/11/2018

1 PROJECT: TEMESCAL CANYON-DOS LAGOS
2 PARCEL: 0066-020B
3 APN: 282-140-020 (portion)
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")
7 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the
8 State of California, ("County") and JOHN LESTER NEELY, Trustee of the John Lester
9 Neely Revocable Trust dated January 25, 2000 under the Provisions of a Trust
10 Agreement dated January 25, 2000; ("Grantor"). County and Grantor are sometimes
11 collectively referred to as "Parties."

12 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,
13 agents and employees, and all persons under contract with the County, to enter upon
14 and use the land of Grantor in the County of Riverside, State of California, described
15 as a portion of Assessor's Parcel Number 282-140-020, highlighted on Attachment "1,"
16 attached hereto ("Property"), and made a part hereof, for the purpose of constructing
17 the Temescal Canyon-Dos Lagos Project ("Project"). The rights granted herein include
18 the full right and authority to enter upon the temporary construction access area with
19 machinery, trucks, tools and other equipment that is useful or necessary to construct
20 and access the Project. County agrees there will be no storage or staging within the
21 temporary construction access area.

22 2. AFFECTED PARCEL. The temporary construction access, used during
23 construction of the Project, are referenced as Parcel No. 0066-020B consisting of
24 approximately 0.587 acres or 25,548 square feet, as designated on Attachment "2,"
25 attached hereto, and made a part hereof ("TCA Area").

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of
27 One Hundred and Six Thousand Dollars (\$106,000.00) for the right to enter upon and
28 use the TCA Area in accordance with the terms hereof.

1 4. TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day
2 written notice to Grantor prior to using the rights herein granted. The rights herein
3 granted may be exercised for eighteen (18) months from the thirty (30) day written
4 notice, or until completion of said Project, whichever occurs later.

5 5. If the County desires to extend the term of this Agreement, Grantor and
6 the County shall negotiate in good faith for an extension of the terms herein until the
7 actual completion of the Project. Upon the expiration of the term (including any
8 extensions thereto), the rights granted by this Agreement shall automatically terminate
9 and be of no further force and effect.

10 6. EQUIPMENT. It is understood that the County may enter upon the TCA
11 Area where appropriate or designated for the purpose of getting equipment to and from
12 the TCA Area. County agrees not to damage the TCA Area in the process of
13 performing such activities.

14 7. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area
15 includes the right to remove and dispose of the Hardscape Improvements identified as
16 Items 1 through 4 and the Softscape Improvements identified as Items 5 through 10,
17 listed in Attachment "3," attached hereto and made a part hereof. Payment to the
18 Grantor for Payment to the Grantor for Items 1 through 9 listed in Attachment "3" are
19 included in the compensation portion of this Agreement.

20 8. GRANTOR'S USE OF CONTRACTORS. Grantor, unless otherwise
21 required by statute, regulation, or ordinance, has the discretion to retain the contractors
22 for Items 1-10 listed in Attachment "3". The County is not responsible for any payment
23 to the selected contractor(s) and Grantor shall indemnify, defend, protect, and hold
24 County, its officers, employees, successors, and assigns free and harmless from and
25 against any and all claims, liabilities, penalties, forfeitures, losses or expenses,
26 including without limitations, attorney's fees, whatsoever arising from or cause in whole
27 or in part, directly or indirectly, by any actions of the said contractor(s).

28 9. COUNTY TO PROTECT OR REPLACE. The County agrees to restore

1 or repair any damage to the Property that results from the County's activities under this
2 Agreement.

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

6 11. INDEMNIFICATION. The County shall indemnify, defend and hold
7 Grantor, its agents, employees, successors and assigns harmless from any and all
8 liability, claim, loss, lien or damage proximately caused by the County, its officers,
9 agents, or employees and arising out of the County's activities under this Agreement.

10 12. OWNERSHIP. Grantor hereby warrants that it is the owner of the
11 Property and that it has the right to grant County permission to enter upon and use the
12 Property.

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

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

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

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

28 17. GOVERNING LAW AND VENUE. This Agreement shall be governed by

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

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1 18. 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: 2-28-2018

7
8 COUNTY:

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

GRANTOR:

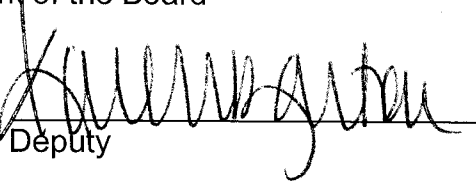
11 JOHN LESTER NEELY, Trustee of the
12 John Lester Neely Revocable Trust dated
13 January 25, 2000 under the Provisions
14 of a Trust Agreement dated January 25,
15 2000;

16 By: 
17 Chairman **CHUCK WASHINGTON**
18 Board of Supervisors

19 By: 
20 John Lester Neely, Trustee

21 ATTEST:

22 Kecia Harper-Ihem
23 Clerk of the Board

24 By: 
25 Deputy

26 APPROVED AS TO FORM:

27 Gregory P. Priamos, County Counsel

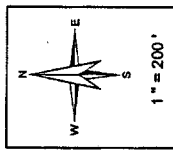
28 By: 
Deputy County Counsel

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ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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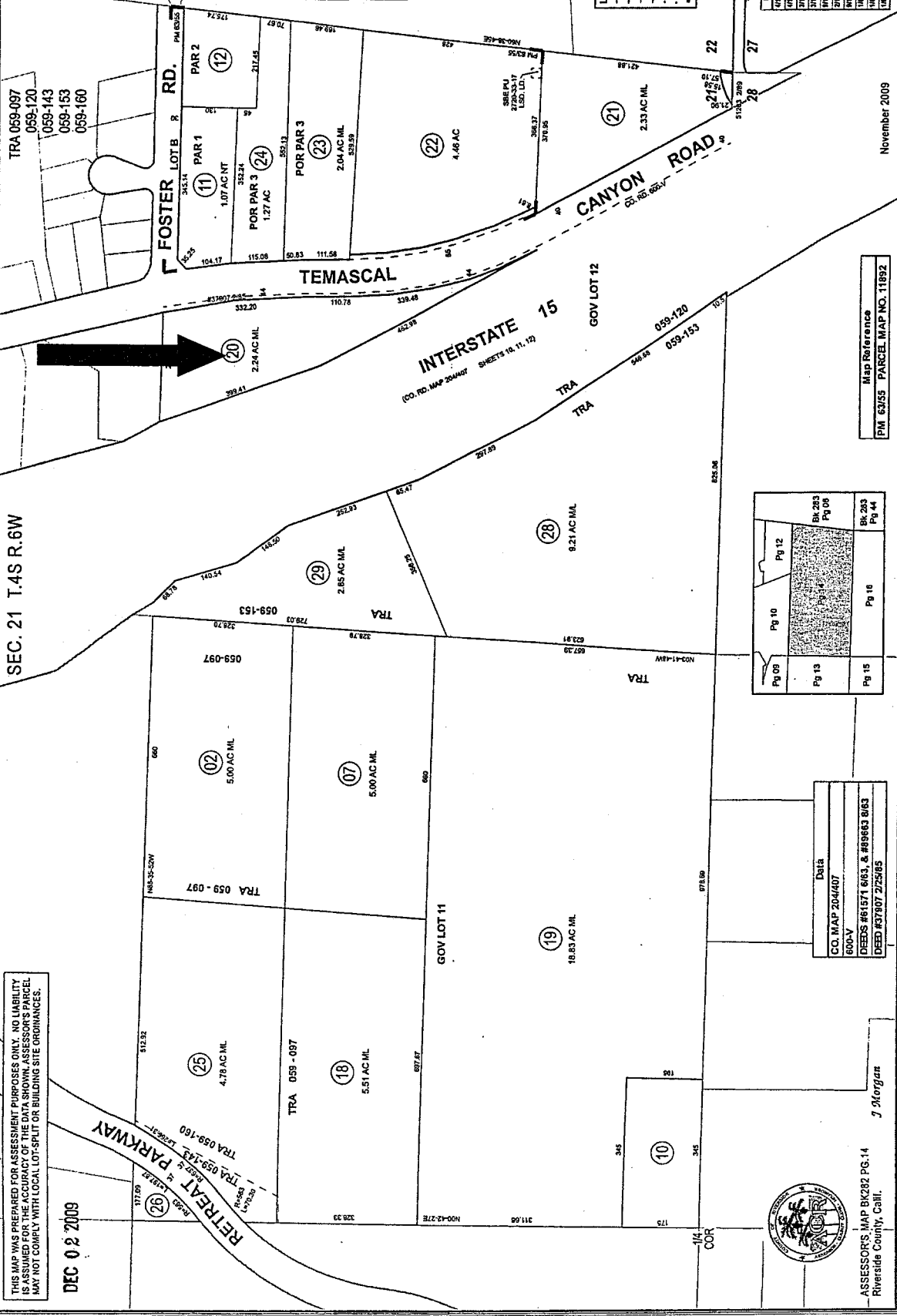
282-14
10-35-3



Legend

- Lot Lines
- Right-Of-Way
- - - - - Old Lot Lines
- - - - - Reference R.O.W
- Other Easements
- Lease Area
- Subdivision To Mark

Lot	Ac. Number	Area Number
1	4	1515
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THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

DEC 02 2009

Pg 08	Pg 10	Pg 12
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Pg 94	Pg 95	Pg 96
Pg 97	Pg 98	Pg 99
Pg 100	Pg 101	Pg 102

Data
CO. MAP 204/4107
600-V
DEEDS #61571 603, & #69663 603
DEED #37907 27505

Map Reference
P/M 63235 PARCEL MAP NO. 11892

ASSESSOR'S MAP BK282 PG.14
Riverside County, Calif.



J. Morgan

November 2009

ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAP

Parcel No. 0066-020B

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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
0066-020B

THAT PORTION OF GOVERNMENT LOT 12 LYING WITHIN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF TEMESCAL CANYON ROAD AND THE CENTERLINE OF FOSTER AS SHOWN ON PARCEL MAP NO. 11892 ON FILE IN BOOK 63, PAGE 55 OF PARCEL MAPS, RECORDS THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 88°36'13" WEST ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 44.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID TEMESCAL CANYON ROAD (44.00 FOOT WESTERLY HALF-WIDTH) AS DESCRIBED BY INSTRUMENT 1985-37907, RECORDED FEBRUARY 25, 1985, SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,955.90 FEET AND AN INITIAL RADIAL BEARING OF NORTH 79°11'26" EAST, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 09°43'51", AN ARC DISTANCE OF 332.18 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 01°04'43" EAST, A DISTANCE OF 111.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,043.94 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 17°14'12", AN ARC DISTANCE OF 314.06 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 15, AS SHOWN ON CALTRANS RIGHT-OF-WAY MAP, NO. 989571, COUNTY OF RIVERSIDE MAP NO. 204-407 ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY;

THENCE NORTH 27°42'32" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 326.88 FEET;

THENCE NORTH 67°08'28" EAST, A DISTANCE OF 57.67 FEET;

THENCE NORTH 02°05'11" WEST, A DISTANCE OF 144.90 FEET;

THENCE NORTH 67°54'51" EAST, A DISTANCE OF 35.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,940.90 FEET AND AN INITIAL RADIAL BEARING OF NORTH 87°26'19" EAST;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 08°30'29", AN ARC DISTANCE OF 282.65 FEET RETURNING TO THE NORTHERLY LINE OF SAID LOT 12;

THENCE SOUTH 88°36'13" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.35 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 25,548 SQUARE FEET, OR 0.587 ACRES MORE OR LESS.

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
0066-020B

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:



TIMOTHY F. RAYBURN, P.L.S. 8455

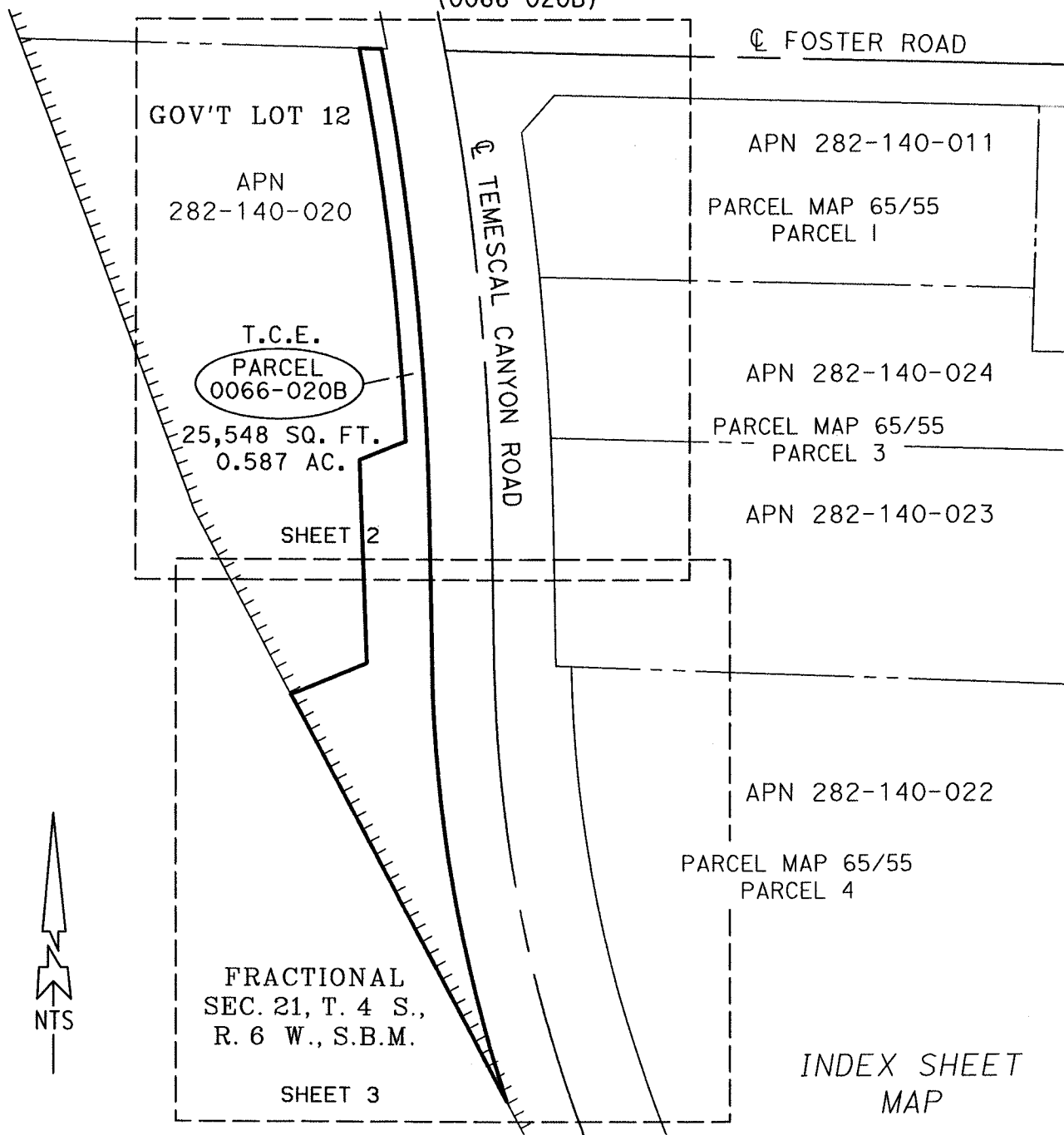


DATED:



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
(0066-020B)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-020B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

PREPARED BY: AGF & KNV

DATE: JANUARY, 2018

APPROVED BY:

Timothy F. Rayburn

DATE:

1/5/2018

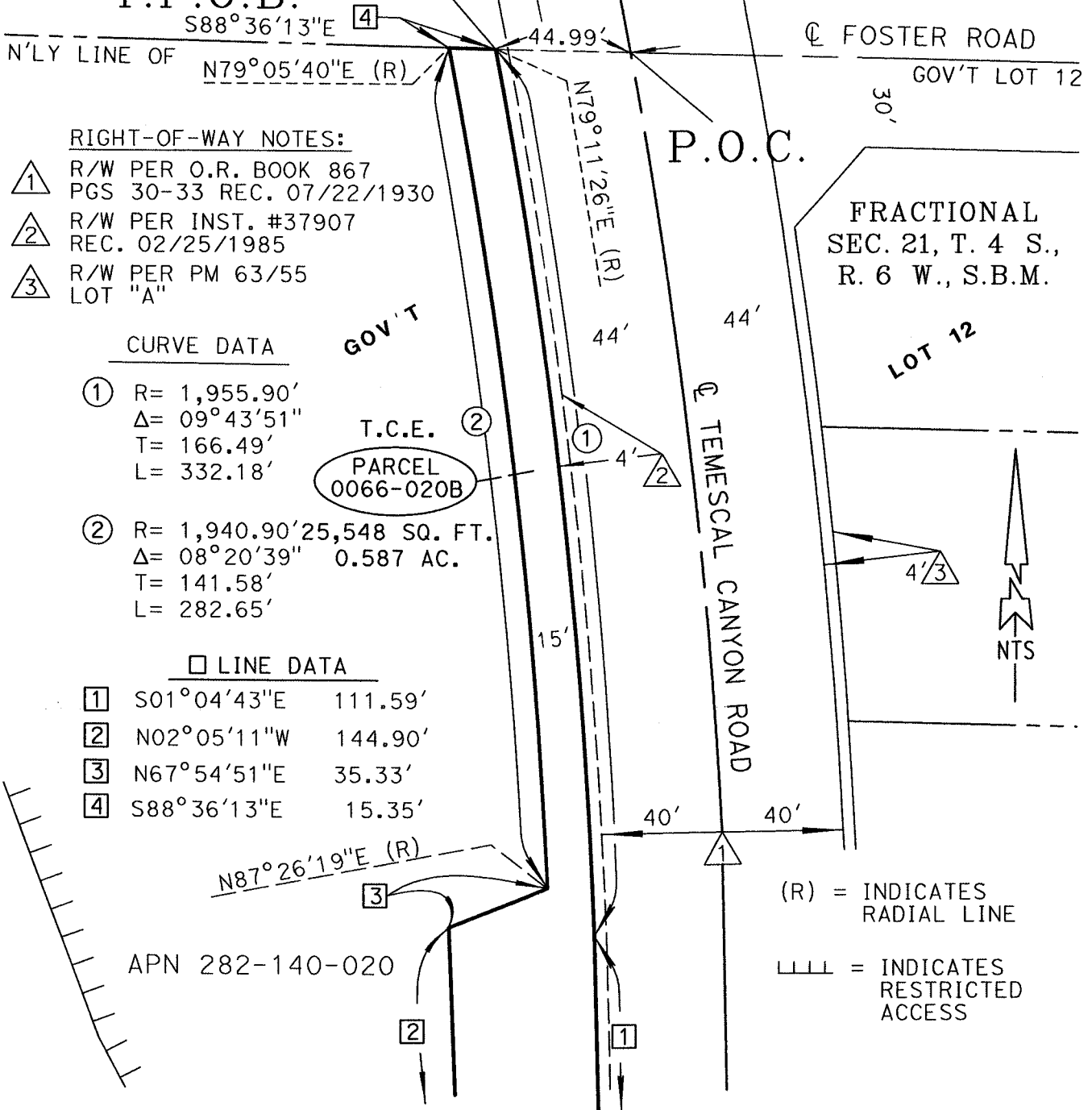
SHEET 1 OF 3



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
(0066-020B)

T.P.O.B.



RIGHT-OF-WAY NOTES:

- ① R/W PER O.R. BOOK 867
PGS 30-33 REC. 07/22/1930
- ② R/W PER INST. #37907
REC. 02/25/1985
- ③ R/W PER PM 63/55
LOT "A"

CURVE DATA

- ① R= 1,955.90'
Δ= 09°43'51"
T= 166.49'
L= 332.18'
- ② R= 1,940.90' 25,548 SQ. FT.
Δ= 08°20'39" 0.587 AC.
T= 141.58'
L= 282.65'

□ LINE DATA

- ① S01°04'43"E 111.59'
- ② N02°05'11"W 144.90'
- ③ N67°54'51"E 35.33'
- ④ S88°36'13"E 15.35'

(R) = INDICATES RADIAL LINE

LLLL = INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-020B

WO No.: C6-0066

SCALE: NTS

PREPARED BY: AGF & KNV

DATE: JANUARY, 2018

SHEET 2 OF 3

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: TEMESCAL CANYON ROAD WIDENING

APPROVED BY:

Justin Rayburn

DATE:

1/5/2018



EXHIBIT "B"

TEMPORARY CONSTRUCTION
EASEMENT
(0066-020B)

N67°08'28"E
57.67'

CURVE DATA

- ① R= 1,058.94'
- Δ= 04°49'20"
- L= 89.12'
- T= 44.59'

T.C.E.
PARCEL
0066-020B
25,548 SQ. FT.
0.587 AC.

LINE DATA

- ① S 01°04'43" E 111.59''
- ② N 02°05'11" W 144.90'

RIGHT-OF-WAY NOTES:

- ① R/W PER O.R. BOOK 867
PGS 30-33 REC. 07/22/1930
- ② R/W PER INST. #37907
REC. 02/25/1985
- ③ R/W PER PM 63/55
LOT "A"
- ④ R/W PER INST. #305503
REC. 08/14/1996



FRACTIONAL
SEC. 21, T. 4 S.,
R. 6 W., S.B.M.

(R) = INDICATES RADIAL LINE
||| = INDICATES RESTRICTED ACCESS

S71°41'05"W (R)

APN
282-140-022

TEMESCAL CANYON ROAD

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527	
PCL No.: 0066-020B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: AGF & KNV	
DATE: JANUARY, 2018	APPROVED BY: <i>Timothy F. Rayburn</i>
SHEET 3 OF 3	DATE: 1/5/2018



ATTACHMENT "3"

Item	Description	Cost
Hardscape Improvements		
1	51 SF of block wall w/ornamental rock	\$3,636
2	68 SF of block wall w/ornamental rock	4,848
3	46 SF of block wall	721
4	42 LF of concrete curb	964
	Total Hardscape Improvements	\$10,169
	Indirect Costs (13% of Direct Costs)	\$1,322
	Total Direct and Indirect Costs	\$11,491
	Entrepreneurial Profit (15% of Total)	\$1,724
	Replacement Cost New of Hardscape Improvements	\$13,215
	Less Depreciation (50%)	\$6,608
	Total Value of Hardscape Improvements (located in TCE Area)	\$6,607
Softscape Improvements		
5	3 large oak trees	\$6,300
6	6 large pine trees	\$12,600
7	6 medium pine trees	\$5,400
8	2 queen palms	\$1,000
9	Low quality landscaped areas	\$5,620
10	7,600 SF sprinkler line	\$5,624
	Total Softscape Improvements	\$36,544
	Indirect Costs (13% of Direct Costs)	\$4,751
	Total Direct and Indirect Costs	\$41,295
	Entrepreneurial Profit (15% of Total)	\$6,194
	Total Value of Softscape Improvements (located in TCE Area)	\$47,489
Total Value of Site Improvements Located in TCE Area		\$54,096

1 PROJECT: TEMESCAL CANYON-DOS LAGOS
2 PARCEL: 0066-004A and 004B
3 APN: 282-122-020 (portion)
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")
7 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the
8 State of California, ("County") and THEODORE H. SMYTH, JR. and RICHARD A.
9 NIGHTINGALE, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust
10 One established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
11 NIGHTINGALE, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust
12 Two established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
13 NIGHTINGALE, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust
14 Three established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
15 NIGHTINGALE, Successor Co-Trustees for the benefit of Theodore H. Smyth, Trust
16 Four established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
17 NIGHTINGALE, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust
18 One established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
19 NIGHTINGALE, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust
20 Two established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
21 NIGHTINGALE, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust
22 Three established January 19, 1960; THEODORE H. SMYTH, JR. and RICHARD A.
23 NIGHTINGALE, Successor Co-Trustees for the benefit of Elizabeth T. Smyth, Trust
24 Four established January 19, 1960; each Trust as to an undivided 1/8th interest
25 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

26 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,
27 agents and employees, and all persons under contract with the County, to enter upon
28 and use the land of Grantor in the County of Riverside, State of California, described

APR 24 2018 3.24

1 as a portion of Assessor's Parcel Number 282-122-020, highlighted on Attachment "1,"
2 attached hereto ("Property"), and made a part hereof, for the purpose of constructing
3 the Temescal Canyon-Dos Lagos Project ("Project"). The rights granted herein include
4 the full right and authority to enter upon the temporary construction access area with
5 machinery, trucks, tools and other equipment that is useful or necessary to construct
6 and access the Project. County agrees there will be no storage or staging within the
7 temporary construction access area.

8 2. AFFECTED PARCEL. The temporary construction access, used during
9 construction of the Project, are referenced as Parcel No. 0066-004A consisting of
10 approximately 0.010 acres or 438 square feet and Parcel No. 0066-004B consisting of
11 approximately 0.071 acres or 3,099 square feet, as designated on Attachment "2,"
12 attached hereto, and made a part hereof ("TCA Area").

13 3. COMPENSATION. County shall pay to the order of Grantor the sum of
14 Twelve Thousand Seven Hundred Dollars (\$12,700.00) for the right to enter upon and
15 use the TCA Area in accordance with the terms hereof.

16 4. TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day
17 written notice to Grantor prior to using the rights herein granted. The rights herein
18 granted may be exercised for eighteen (18) months from the thirty (30) day written
19 notice, or until completion of said Project, whichever occurs later.

20 5. If the County desires to extend the term of this Agreement, Grantor and
21 the County shall negotiate in good faith for an extension of the terms herein until the
22 actual completion of the Project. Upon the expiration of the term (including any
23 extensions thereto), the rights granted by this Agreement shall automatically terminate
24 and be of no further force and effect.

25 6. EQUIPMENT. It is understood that the County may enter upon the TCA
26 Area where appropriate or designated for the purpose of getting equipment to and from
27 the TCA Area. County agrees not to damage the TCA Area in the process of
28 performing such activities.

1 7. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area
2 includes the right to remove and dispose of 702 square feet of irrigated landscaping
3 and 93 square feet of concrete walkway. Payment to the Grantor for the items in this
4 paragraph are included in the compensation portion of this Agreement.

5 8. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the
6 contractor(s) for items listed in Paragraph 7 and Grantor shall directly compensate
7 each contractor for all costs, fees, and/or expenses. The County is not responsible for
8 any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect,
9 and hold County, its officers, employees, successors, and assigns free and harmless
10 from and against any and all claims, liabilities, penalties, forfeitures, losses or
11 expenses, including without limitations, attorney's fees, whatsoever arising from or
12 cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).

13 9. COUNTY TO PROTECT OR REPLACE. The County agrees to restore
14 or repair any damage to the Property that results from the County's activities under this
15 Agreement.

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

19 11. INDEMNIFICATION. The County shall indemnify, defend and hold
20 Grantor, its agents, employees, successors and assigns harmless from any and all
21 liability, claim, loss, lien or damage proximately caused by the County, its officers,
22 agents, or employees and arising out of the County's activities under this Agreement.

23 12. OWNERSHIP. Grantor hereby warrants that it is the owner of the
24 Property and that it has the right to grant County permission to enter upon and use the
25 Property.

26 13. ENTIRE AGREEMENT. This Agreement is the result of negotiations
27 between the Parties hereto. This Agreement is intended by the Parties as a final
28 expression of their understanding with respect to the matters herein and is a complete

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

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

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

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

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

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21 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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18. COUNTERPARTS. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

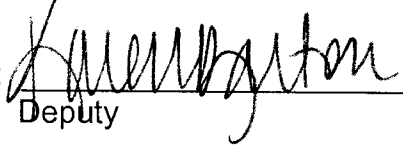
In Witness Whereof, the Parties have executed this Agreement the day and year last below written.

Dated: APR 24 2018

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

By: 
Chairman CHUCK WASHINGTON
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Deputy County Counsel

(GRANTOR'S SIGNATURES ON FOLLOWING PAGES)

1 **GRANTORS:**

2 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
3 benefit of Theodore H. Smyth, Trust One established January 19, 1960

4 By: Theodore H. Smyth, Jr.
Theodore H. Smyth, Jr., Successor Co-Trustee

5 By: Richard A. Nightingale
6 Richard A. Nightingale, Successor Co-Trustee

7 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
8 benefit of Theodore H. Smyth, Trust Two established January 19, 1960

9 By: Theodore H. Smyth, Jr.
10 Theodore H. Smyth, Jr., Successor Co-Trustee

11 By: Richard A. Nightingale
12 Richard A. Nightingale, Successor Co-Trustee

13 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
14 benefit of Theodore H. Smyth, Trust Three established January 19, 1960

15 By: Theodore H. Smyth, Jr.
Theodore H. Smyth, Jr., Successor Co-Trustee

16 By: Richard A. Nightingale
17 Richard A. Nightingale, Successor Co-Trustee

18 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
19 benefit of Theodore H. Smyth, Trust Four established January 19, 1960

20 By: Theodore H. Smyth, Jr.
21 Theodore H. Smyth, Jr., Successor Co-Trustee

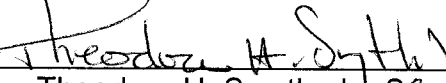
22 By: Richard A. Nightingale
Richard A. Nightingale, Successor Co-Trustee

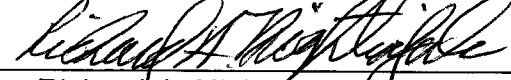
23 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
24 benefit of Elizabeth T. Smyth Trust One established January 19, 1960

25 By: Theodore H. Smyth, Jr.
Theodore H. Smyth, Jr., Successor Co-Trustee

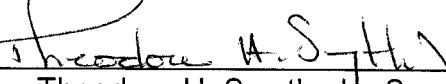
26 By: Richard A. Nightingale
27 Richard A. Nightingale, Successor Co-Trustee
28


1 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
benefit of Elizabeth T. Smyth Trust Two established January 19, 1960

2 By: 
3 Theodore H. Smyth, Jr., Successor Co-Trustee

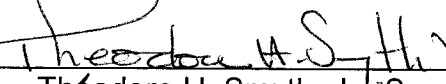
4 By: 
5 Richard A. Nightingale, Successor Co-Trustee

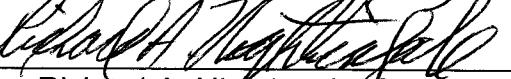
6 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
benefit of Elizabeth T. Smyth Trust Three established January 19, 1960

8 By: 
9 Theodore H. Smyth, Jr., Successor Co-Trustee

10 By: 
11 Richard A. Nightingale, Successor Co-Trustee

12 Theodore H. Smyth, Jr. and Richard A. Nightingale, Successor Co-Trustees for the
benefit of Elizabeth T. Smyth Trust Four established January 19, 1960,

13 By: 
14 Theodore H. Smyth, Jr., Successor Co-Trustee

15 By: 
16 Richard A. Nightingale, Successor Co-Trustee

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ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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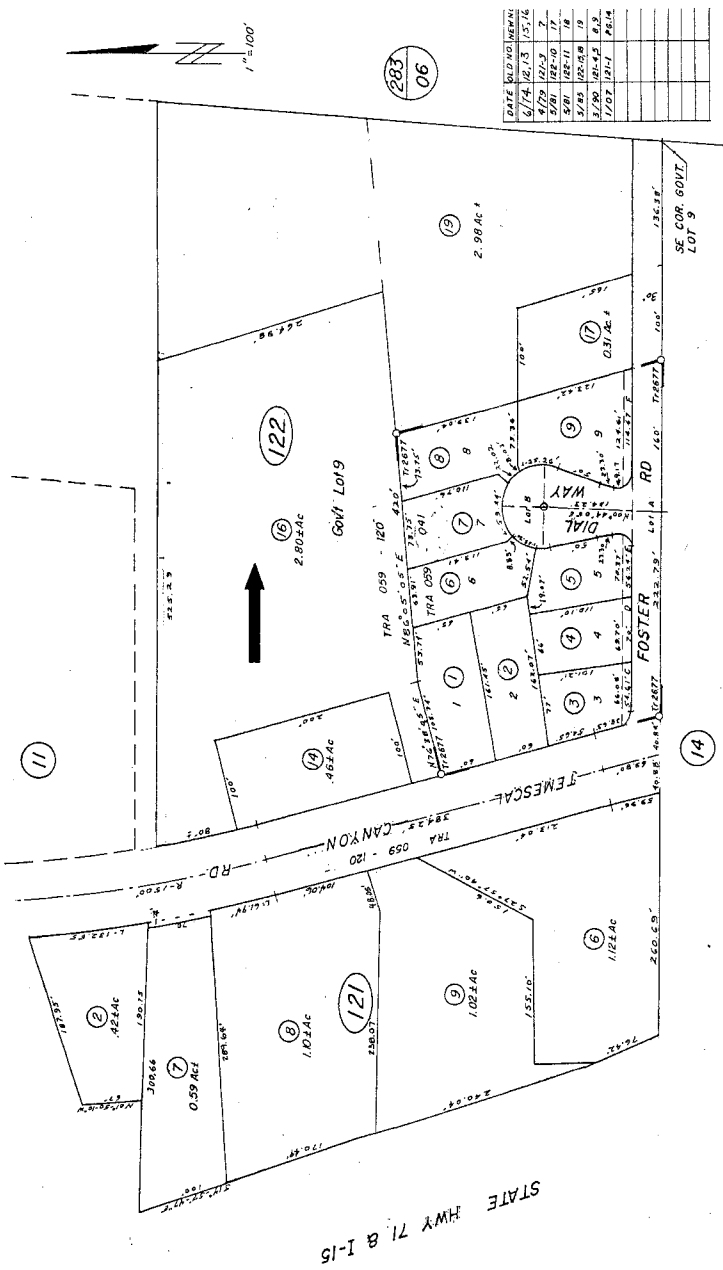
10-35-5
21-282

T.R.A. 059-120
059-041

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

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

1907 2 NW



M.B. 49/1-2 Tract No. 2677

ASSESSOR'S MAPBK 282 Pg 12
RIVERSIDE COUNTY, CALIF.

DATA: N.S. 35/48, 42/50, 42/68.

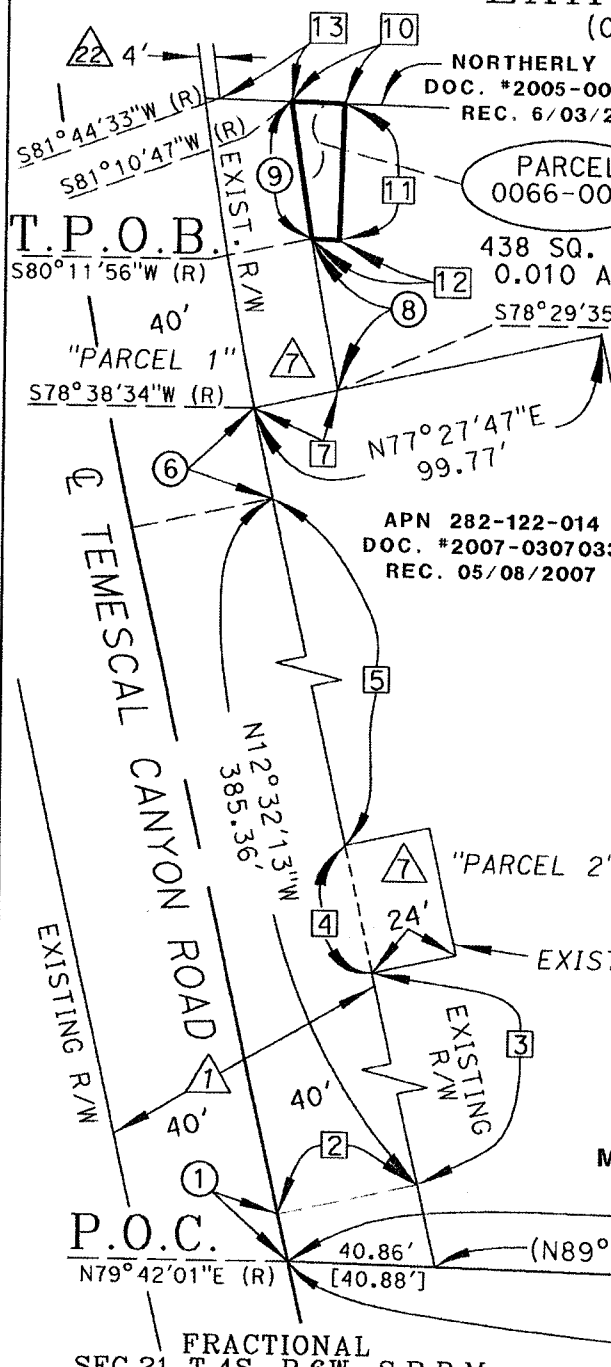
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ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAPS

Parcel No. 0066-004A
Parcel No. 0066-004B

EXHIBIT "B"

(0066-004A)



RIGHT OF WAY NOTES

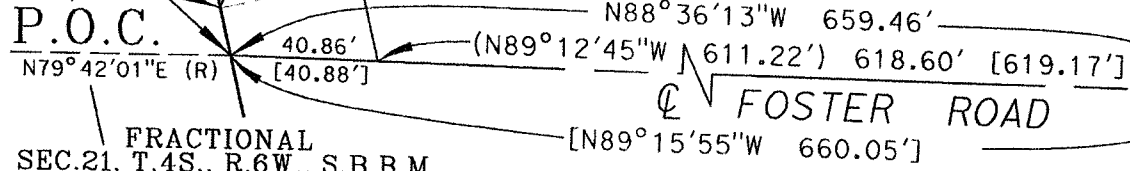
- ① R/W PER O.R. BOOK 867 PAGES 45-47 REC. 07/22/1930
- ⑦ R/W PER DOC. #2011-0219907 "PARCEL 1" REC. 5/18/2011
- ②② R/W PER DOC. #1981-81564 REC. 5/05/1981

NUMBER	BEARING / DELTA	LENGTH	RADIUS	TANGENT
①	Δ = 02°00'00"	69.81'	1,999.90'	34.91'
②	N 77°27'47" E	40.00'	—	—
③	N 12°32'13" W	174.64'	—	—
④	N 12°32'13" W	36.54'	—	—
⑤	N 12°32'13" W	174.18'	—	—
⑥	Δ = 01°00'47"	25.81'	1,459.92'	12.91'
⑦	N 77°27'47" E	24.00'	—	—
⑧	Δ = 01°42'21"	42.75'	1,435.92'	21.38'
⑨	Δ = 01°32'37"	38.69'	1,435.92'	79.34'
⑩	S 88°36'13" E	15.04'	—	—
⑪	S 01°44'06" W	38.09'	—	—
⑫	N 88°15'53" W	7.81'	—	—
⑬	S 88°36'13" E	16.93'	—	—

[] = INDICATES RECORD DATA PER MB 49/12

TR 2677
MB 49/1-2

SE COR OF GOV'T LOT 9



FRACTIONAL SEC.21, T.4S., R.6W., S.B.B.M.



E'LY LINE OF GOV'T LOT 9 SECTION 22

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527	
PCL No.: 0066-004A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DK	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: JANUARY, 2018	DATE: 1/4/2018
SHEET 1 OF 1	



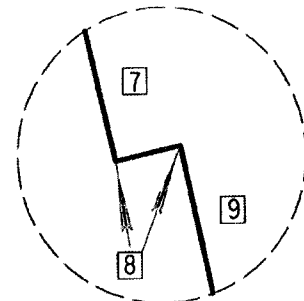
EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
(0066-004B)

FRACTIONAL
SEC. 21, T. 4S., R. 6W., S.B.B.M.



DATA TABLE				
NUMBER	BEARING / DELTA	LENGTH	RADIUS	TANGENT
1	$\Delta = 02^{\circ}00'00''$	69.91'	1,999.90'	34.91'
2	N 77°27'47" E (R)	40.00'	----	----
3	N 12°32'13" W	174.64'	----	----
4	N 12°32'13" W	36.49'	----	----
5	N 12°32'13" W	21.57'	----	----
6	N 77°56'25" E	5.04'	----	----
7	S 12°39'07" E	27.65'	----	----
8	N 77°56'41" E	1.37'	----	----
9	S 12°02'45" E	30.20'	----	----
10	N 12°32'13" W	36.54'	----	----



GRANT DEED
DOC. #2005-0245855
REC. 06/03/2011

GRANT DEED
DOC. #2007-0307033
REC. 05/08/2007

APN 282-122-014

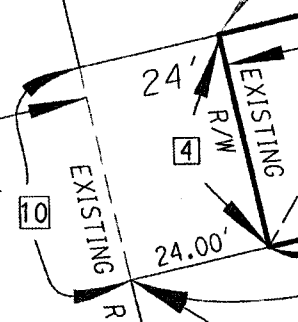
N77°27'47"E 76.00'

APN 282-122-020

TCE
PARCEL
0066-004B

3099 SQ. FT.
T.P.O.B. 0.071 AC.

APN 282-122-001



RIGHT OF WAY NOTES

- RIGHT-OF-WAY PER DEED BOOK 867, PAGE 45 REC 7/22/1930
- RIGHT-OF-WAY PER DOC #2011-0219907 TRV 05/18/2011

SE COR
GOV'T LOT 9

P.O.C.
N79°24'47"E (R)

40.86'
[40.88']

(N89°12'45"W 611.22') [619.11'] 618.60'

FOSTER ROAD

N88°36'13"W 659.46' [N89°15'55"W 660.05']

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-004B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON WIDENING

SCALE: NTS

PREPARED BY: JAL/BCIII/DK

DATE: JANUARY, 2018

APPROVED BY: *Timothy F. Rayburn*

DATE: 1/14/2018

SHEET 1 OF 1

