

757A



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

**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**  
September 1, 2009

**SUBJECT:** Acquisition Agreement for the State Route 79 (Winchester) Road Widening Project

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

1. Approve the attached Acquisition Agreement for a portion of Assessor's Parcel Number 480-170-001 and authorize the Chairman of the Board to execute this agreement on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction;

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$247,075	<b>In Current Year Budget:</b>	No
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	Yes
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10

<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee 100%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY:   
SUSANA GARCIA-BOCANEGRA  
11/13/10

FORM APPROVED COUNTY COUNSEL  
BY:   
CYNTHIA M. GUNZEL  
DATE: 11-3-09  
Departmental Concurrence

Consent  Policy  
 Consent  Policy

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 3/24/2009, 3.14 | District: 3 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.19

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/2010 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$233,175 to purchase a portion of Assessor's Parcel Number 480-170-001 and \$13,900 to pay all related transaction costs.

**BACKGROUND:**

Winchester Road (SR-79) is one of the key north-south corridors in Southwest Riverside County. Due to significant regional and local growth, a project to widen SR-79 from Thompson Road to Domenigoni Parkway has been proposed. The project would widen this section of SR-79 from two to four lanes in accordance with the Memorandum of Understanding between the State of California Department of Transportation (CalTrans), County of Riverside Transportation Department and the City of Murrieta, adopted on June 15, 2004, which will address the traffic needs of the area, enhance interregional travel, relieve traffic congestion, improve traffic safety, and reduce response time for emergency service vehicles. The stretch of SR-79 between Thompson Road and Pourroy Road has already been widened to four lanes, but property is being acquired within this stretch in order to complete grading and drainage work as part of the next phase of the widening project to the North, in order to comply with our arrangement with Caltrans to allow the Thompson to Pourroy segment to be constructed without right-of-way acquisitions. The improvement of SR-79 is a major priority for Supervisor Stone and the need has been recognized by Riverside County Transportation Department, the City of Murrieta, the City of Temecula, and the California Department of Transportation.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 480-170-001 from Winchester Road LLC, a California limited liability company for a price of \$233,175. There are costs of \$13,900 associated with this transaction.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 480-170-001:

Acquisition:	\$233,175
Estimated Title and Escrow Charges:	\$2,000
Preliminary Title Report:	\$400
Appraisal:	\$8,000
Acquisition Administration:	\$3,500
Total Estimated Acquisition Costs:	\$247,075

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2009/10. Thus, no net county cost will be incurred as a result of this transaction.

## SCHEDULE A

### Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	\$8,400
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### Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 400
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10000-7200400000-524550	Appraisal Services	\$8,000
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1 PROJECT: STATE ROUTE 79 (WINCHESTER)  
2 ROAD WIDENING  
3 PARCEL: 21114-1  
4 APN: 480-170-001 (portion)

5 ACQUISITION AGREEMENT

6 This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL  
7 SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and WINCHESTER  
8 ROAD LLC, a CALIFORNIA limited liability company, herein called "Grantor".

9 Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the  
10 County or to the designated escrow company, a Grant Deed dated \_\_\_\_\_,  
11 identifying a portion of Assessor's Parcel Number 480-170-001, referenced as Parcel 21114-1  
12 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration  
13 of which it is mutually agreed as follows:

14 1. The County shall:

15 A. Pay to the order of Grantor the sum of Two Hundred Thirty  
16 Three Thousand One Hundred Seventy-Five Dollars (\$233,175) for the property, or interest  
17 therein, conveyed by said deed(s), when title to said property or interest vests in County free  
18 and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes  
19 except those encumbrances and easements which, in the sole discretion of the County, are  
20 acceptable.

21 B. Handle real property taxes, bonds, and assessments in the  
22 following manner:

23 1. All real property taxes shall be prorated, paid, and  
24 canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation  
25 Code.

26 2. County is authorized to pay from the amount shown in  
27 Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and  
28 any bonds or assessments that are due on the date title is transferred to, or possession is  
29 taken by the County, whichever first occurs.

30 C. Pay all escrow, recording, and reconveyance fees incurred in  
31 this transaction, and if title insurance is desired by County, the premium charged therefore.

32 2. Grantor shall:

33 A. Indemnify, defend, protect, and hold County, its officers,  
34 employees, agents, successors, and assigns free and harmless from and against any and all  
35 claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by  
either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic  
substances, or hazardous substances as a result of Grantor's use, storage, or generation of  
such materials or substances or (b) Grantor's failure to comply with any federal, state, or local

1 laws relating to such materials or substances. For the purpose of this agreement, such  
2 materials or substances shall include without limitation hazardous substances, hazardous  
3 materials, or toxic substances as defined in the Comprehensive Environmental Response,  
4 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the  
5 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource  
6 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances  
7 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or  
8 hazardous substances in Section 25316 of the California Health and Safety Code; and in the  
9 regulations adopted in publications promulgated pursuant to said laws.

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

10 3. Any and all moneys payable under this contract, up to and including the  
11 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded  
12 November 17, 2008, as Instrument No. 2008-608236, Official Records of Riverside County,  
13 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary  
14 to provide a partial reconveyance as Assessor's Parcel Number 480-170-001, and to furnish  
15 Grantor with good and sufficient receipt showing said moneys credited against the  
16 indebtedness secured by said Deed of Trust.

14 Grantor hereby authorizes and directs the disbursement of funds which  
15 are demanded under the terms of said Deed of Trust.

15 4. 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 right to  
17 remove and dispose of improvements, shall commence upon the execution of this agreement  
18 by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment  
19 for such possession and use.

18 5. Grantor hereby agrees and consents to the dismissal of any  
19 condemnation action which has been or may commenced by County in the Superior Court of  
20 Riverside County to condemn said land, and waives any and all claim to money that has been  
21 or may be deposited in court in such case or to damages by reason of the filing of such  
22 action.

21 6. The performance by the County of its obligations under this agreement  
22 shall relieve the County of any and all further obligations or claims on account of the  
23 acquisition of the property referred to herein or on account of the location, grade, or  
24 construction of the proposed public improvement.

24 7. This agreement shall not be changed, modified, or amended except  
25 upon the written consent of the parties hereto.

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25 8. This agreement is the result of negotiations between the parties and is  
intended by the parties to be a final expression of their understanding with respect to the

1 matters herein contained. This agreement supersedes any and all other prior agreements and  
2 understandings, oral or written, in connection therewith. No provision contained herein shall  
3 be construed against the County solely because it prepared this agreement in its executed  
4 form.

5 9. Grantor, (their) assigns and successors in interest, shall be bound by all  
6 the terms and conditions contained in this agreement, and all the parties thereto shall be  
7 jointly and severally liable thereunder.

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

9 **GRANTOR:**

10 **Winchester Road LLC, a California limited  
11 liability company**

12 By:   
13 John Scott Richards

14 Its:   
15 Manager

16 **COUNTY OF RIVERSIDE**

17 **ATTEST:**

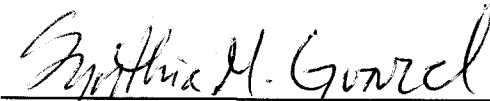
18 Kecia Harper-Ihem  
19 Clerk to the Board

20 By: \_\_\_\_\_  
21 Marion Ashley, Chairman  
22 Board of Supervisors

23 By: \_\_\_\_\_  
24 Deputy

25 **APPROVED AS TO FORM:**

Pamela J. Walls  
County Counsel

By:   
Cynthia M. Gunzel  
Deputy County Counsel

MH:jw  
08/11/09  
218TR  
12.933

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF PARCEL 6 OF PARCEL MAP ON FILE IN BOOK 5, PAGE 47, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST EASTERLY CORNER OF SAID PARCEL 6, SAID CORNER BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER NORTHWESTERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP AND AS DESCRIBED IN INSTRUMENT NUMBERS 84465 AND 84466, RECORDED JUNE 27, 1972, RECORDS OF SAID RECORDER;

THENCE S 36°03'34" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, A DISTANCE OF 529.224 METERS, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF LEON ROAD (15.238 METER EASTERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP AND AS DESCRIBED IN SAID INSTRUMENT NUMBERS 84465 AND 84466;

THENCE N 00°12'56" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 19.060 METERS, TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E, PARALLEL WITH AND 28.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 513.861 METERS TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 6;

THENCE S 53°55'41" E ALONG SAID NORTHEASTERLY LINE OF PARCEL 6 A DISTANCE OF 11.277 METERS TO THE **POINT OF BEGINNING**.

CONTAINING: 5,881.4 SQUARE METERS, 63,307 SQUARE FEET, OR 1.453 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 TO OBTAIN GROUND DISTANCE.

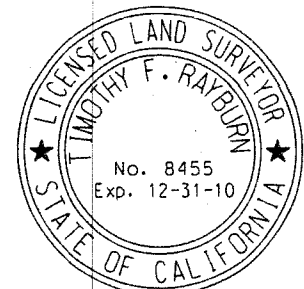
REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP 14.17-21114 (21114-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Samuel F. Ray*

DATE: 7/22/09



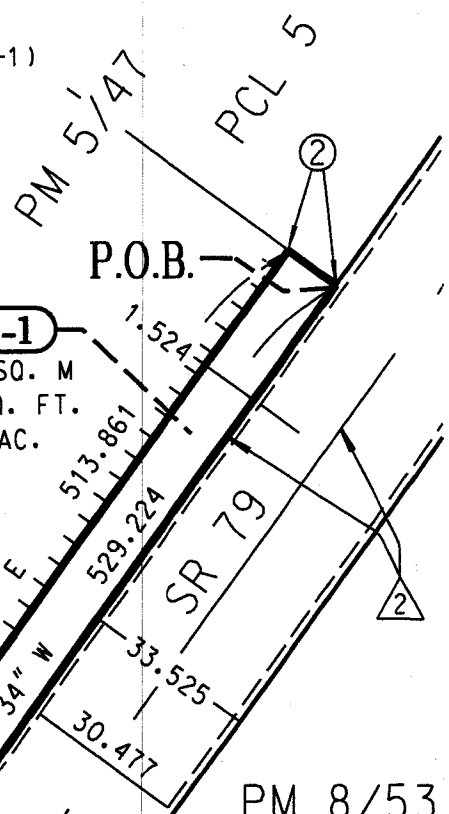


# EXHIBIT "B"

08-RIV-79-KP 14.17-21114 (21114-1)

N.T.S. PM 16557  
PM 95/58-61  
PCL 10

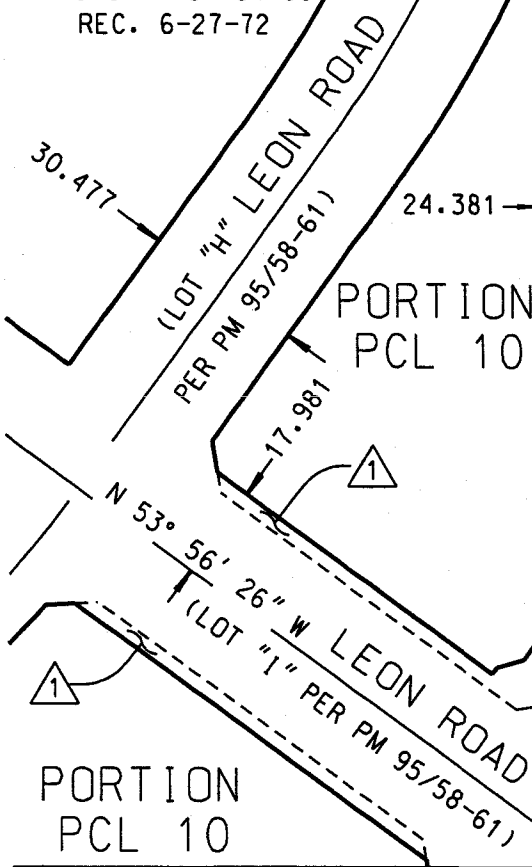
QUITCLAIM DEED  
INST. NO. 443164,  
REC. 6-3-2005  
APN 480-170-001



① R/W PER INST.  
NO. 1029102,  
REC. 12-14-2005

② R/W PER INST.  
NO. 84465 &  
INST. NO. 84466  
REC. 6-27-72

**21114-1**  
5,881.4 SQ. M  
63,307 SQ. FT.  
1.453 AC.



PM 8/53

30.477 R/W PER  
O.R. 1075/13,  
REC. 5-10-1949

**LINE DATA**

- ① N 00°12'56" W - 19.060
- ② S 53°55'41" E - 11.277

SECTION 32  
T.6S., R.2W., S.B.M.

SW CORNER SECTION 32 N 89°59'03" W

**NOTE:**

||| INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: STATE ROUTE 79

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: 21114-1

PREPARED BY: N.J.C.

SCALE: N.T.S.

DATE: JULY, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 7/22/09

SHEET 1 OF 1