

421A



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

FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
December 22, 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 Parcels 21139-1 and 0527-019 within Assessor's Parcel Number 466-050-015 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;

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$14,200	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10
SOURCE OF FUNDS: Transportation Uniform Mitigation Fee 100%			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
3/18/10
SUSANA GARCIA-BUCANEGRA

FORM APPROVED COUNTY COUNSEL
BY: 1-30-10
DATE
CYNTHIA M. GUNZEL
Departmental Consultant

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

3.46

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 \$6,800 to purchase Parcels 21139-1 and 0527-019 within Assessor's Parcel Number 466-050-015 and \$7,400 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 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 Parcels 21139-1 and 0527-019 within Assessor's Parcel Number 466-050-015 from Ruby M. Bissett for a price of \$6,800. There are costs of \$7,400 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 Parcels 21139-1 and 0527-019 within Assessor's Parcel Number 466-050-015:

Acquisition:	\$6,800
Estimated Title and Escrow Charges:	\$1,000
Preliminary Title Report:	\$400
Appraisal:	\$4,000
Acquisition Administration:	\$2,000
Total Estimated Acquisition Costs:	\$14,200

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	\$4,400
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 400
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10000-7200400000-524550	Appraisal Services	\$4,000
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PROJECT: STATE ROUTE 79 (WINCHESTER)
ROAD WIDENING
PARCELS: 21139-1 and 0527-019
APN: 466-050-015

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and ELWOOD BISSETT AND RUBY M. BISSETT AS THEIR INTEREST APPEAR OF RECORD, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the County or to the designated escrow company, a Grant Deed dated 01/04/2010, identifying a portion of Assessor's Parcel Number 466-050-015, referenced as Parcel 21139-1, a Grant Deed dated 01/04/2010, identifying a portion of Assessor's Parcel Number 466-050-015, referenced as Parcel 0527-019 described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Six Thousand Eight Hundred Dollars (\$6,800) for the property, or interest therein, conveyed by said deed(s), when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

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

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

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

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

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all 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

1 either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic
2 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
3 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
4 laws relating to such materials or substances. For the purpose of this agreement, such
5 materials or substances shall include without limitation hazardous substances, hazardous
6 materials, or toxic substances as defined in the Comprehensive Environmental Response,
7 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
8 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
9 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
10 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
11 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
12 regulations adopted in publications promulgated pursuant to said laws.

13
14 B. Be obligated hereunder to include without limitation, and whether
15 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
16 detoxification, or decontamination of the parcel, and the preparation and implementation of any
17 closure, remedial action, or other required plans in connection therewith, and such obligation
18 shall continue until the parcel has been rendered in compliance with applicable federal, state,
19 and local laws, statutes, ordinances, regulations, and rules.

20
21 3. It is mutually understood and agreed by and between the parties hereto
22 that the right of possession and use of the subject property by County, including the right to
23 remove and dispose of improvements, shall commence upon the execution of this agreement
24 by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment
25 for such possession and use.

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

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

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

7. 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
matters herein contained. This agreement supersedes any and all other prior agreements and
understandings, oral or written, in connection therewith. No provision contained herein shall be
construed against the County solely because it prepared this agreement in its executed form.

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1 8. Grantor, (their) assigns and successors in interest, shall be bound by all
2 the terms and conditions contained in this agreement, and all the parties thereto shall be jointly
3 and severally liable thereunder.

4 Dated: 01/04/2010

GRANTOR:

Ruby M. Bissett

6 By: 
7 Ruby M. Bissett

COUNTY OF RIVERSIDE

9 **ATTEST:**

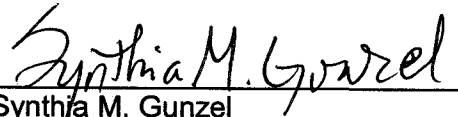
10 Kecia Harper-Ihem
11 Clerk of the Board

By: _____
Marion Ashley, Chairman
Board of Supervisors

12 By: _____
13 Deputy

14 **APPROVED AS TO FORM:**

15 Pamela J. Walls
16 County Counsel

16 By: 
17 Synthja M. Gunzel
18 Deputy County Counsel

MH:jw
05/26/09
218TR
12.710

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN JUDGEMENT BY THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE, RECORDED JANUARY 18, 1981, AS INSTRUMENT NO. 5992, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, BOOK 46, PAGE 12, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD, AS SHOWN ON PARCEL MAP 28605, ON FILE IN BOOK 203, PAGES 99 THROUGH 102, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, A DISTANCE OF 12.246 METERS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), AS SHOWN ON SAID RECORD OF SURVEY AND DESCRIBED IN AN EASEMENT RECORDED MAY 24, 1949, IN OFFICIAL RECORD BOOK 1079, PAGES 96 THROUGH 98, INCLUSIVE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 02°40'12" E, ALONG SAID WESTERLY RIGHT-OF-LINE, A DISTANCE OF 6.100 METERS, TO A POINT 6.095 METERS SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W, PARALLEL WITH, AND DISTANT 6.095 METERS SOUTHERLY OF SAID CENTERLINE OF NEWPORT ROAD, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 18.302 METERS, TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 02°40'12" W, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF, SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 6.100 METERS, TO SAID NORTH LINE OF SECTION 4 AND SAID CENTERLINE OF NEWPORT ROAD;

THENCE N 89°40'40" E, ALONG SAID NORTH LINE OF SECTION 4 AND SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 18.302 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 111.6 SQUARE METERS, 1,201 SQUARE FEET, OR 0.028 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 BY 1.000100842 TO OBTAIN GROUND DISTANCES.

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-KP24.80-21139 (21139-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

Timothy F. Rayburn

DATE: _____

9/2/09

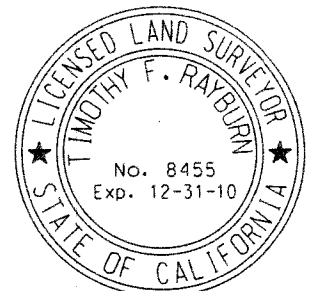


EXHIBIT "B"

08-RIV-79-KP 24.80-21139 (21139-1)



R/W PER
PM 28605
203/99-102
TRANS. EASEMENT

5.182

32.004

30.477

R/W PER
O.R. 1045/73-76
REC. 01/18/1949

PM 28605
PM 203/99-102
PARCEL 4

R/W PER
O.R. 1045/61-63
REC. 01/18/1949

7.620

P.O.C.
NE CORNER
SECTION 4

SECTION 33
T.5S., R.2W., SBM

T.P.O.B.

SECTION 34

R/W PER PM 28605 203/99-102 LOT "E"
TOWNSHIP LINE - N 89° 40' 40" E

APN 466-050-015

NEWPORT ROAD
-C/L-

6.095

SECTION 4
T.6S., R.2W., SBM
INST NO. 5992
REC. 01/18/1981

21139-1

111.6 SQ. M
1,201 SQ. FT.
0.028 AC.

RS 46/12

SECTION 3

PM 15532
PM 115/57-66
PCL 1

NOTE: PCL 1

||| INDICATES RESTRICTED ACCESS

LINE DATA

- ① S 89° 40' 40" W - 12.246
- ② S 02° 40' 12" E - 6.100
- ③ S 89° 40' 40" W - 18.302
- ④ N 02° 40' 12" W - 6.100
- ⑤ N 89° 40' 40" E - 18.302

R/W PER
O.R. 1079/96-98
REC. 05/24/1949

15.238

N 00° 59' 10" E
SECTION LINE
C/L
N 02° 40' 12" W

R/W PER
O.R. 1045/70-72
REC. 01/18/1949



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.

PAR. NO.: **21139-1**

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

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

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/2/09

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN JUDGEMENT BY THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE, RECORDED JANUARY 18, 1981, AS INSTRUMENT NO. 5992, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, BOOK 46, PAGE 12, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°40'40" W ALONG THE NORTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF NEWPORT ROAD AS SHOWN ON PARCEL MAP 28605, ON FILE IN BOOK 203, PAGES 99 THROUGH 105, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, A DISTANCE OF 30.548 METERS, TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH), AS SHOWN ON SAID RECORD OF SURVEY AND DESCRIBED IN AN EASEMENT RECORDED MAY 24, 1949, IN OFFICIAL RECORD BOOK 1079, PAGES 96 THROUGH 98, INCLUSIVE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 02°40'12" E, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 6.100 METERS TO A POINT ON THE NORTH LINE OF PARCEL 1 AS SHOWN ON SAID RECORD OF SURVEY, ALSO BEING THE SOUTH LINE OF SAID INSTRUMENT NO. 5992, SAID POINT BEING 6.095 METERS SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF NEWPORT ROAD;

THENCE S 89°40'40" W, PARALLEL WITH AND 6.095 METERS SOUTHERLY OF SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 71.531 METERS TO THE NORTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID INSTRUMENT NO. 5992;

THENCE N 00°59'10" E, ALONG THE WEST LINE OF SAID INSTRUMENT NO. 5992, A DISTANCE OF 6.097 METERS TO SAID NORTH LINE OF SECTION 4 AND SAID CENTERLINE OF NEWPORT ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID INSTRUMENT NO. 5992;

THENCE N 89°40' 40" E, ALONG SAID NORTH LINE OF SECTION 4, ALSO BEING THE NORTH LINE OF SAID INSTRUMENT NO. 5992, A DISTANCE OF 71.142 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 434.8 SQUARE METERS, 4,680 SQUARE FEET, OR 0.107 ACRES, MORE OR LESS.

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

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.

0527-019

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Seaworthy & Rupp*

DATE: 9/30/09

PAGE 1 OF 1



EXHIBIT "B"

0527-019



R/W PER
PM 28605
203/99-102
TRANS. EASEMENT

R/W PER
O.R. 1045/73-76
REC. 01/18/1949

R/W PER
O.R. 1045/61-63
REC. 01/18/1949

PM 28605
PM 203/99-102
PARCEL 4

SECTION 33
T.5S., R.2W., SBM

T.P.O.B.

SECTION 34

NEWPORT ROAD
-C/L-

SECTION 3

PM 15532
PM 115/57-66
PCL 1

INST NO. 5992
REC. 01/18/1981

SECTION 4
T.6S., R.2W., SBM

0527-019

434.8 SQ. M
4,680 SQ. FT.
0.107 AC.

R/W PER
O.R. 1079/96-98
REC. 05/24/1949

R/W PER
O.R. 1045/70-72
REC. 01/18/1949

LINE DATA

- ① S 89°40'40" W - 30.548
- ② S 02°40'12" E - 6.100
- ③ S 89°40'40" W - 71.531
- ④ N 00°59'10" W - 6.097
- ⑤ N 89°40'40" E - 71.142

RS 46/12

PCL 1

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.

PAR. NO.: 0527-019

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

SCALE: N.T.S.

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

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/30/09

SHEET 1 OF 1