

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

931A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
November 23, 2010

SUBJECT: Acquisition Agreement for the Clinton Keith Road Extension Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcel 0472-003H within a portion of Assessor's Parcel Number 900-030-025 and authorize the Chairman of the Board to execute this document 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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,891	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Developer Contributions 10% and Transportation Uniform Mitigation Fee 90%	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

Policy
 Consent
 Policy
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: Samuel Wong 11/23/10
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: Cynthia M. Gunzel 10-18-10
 CYNTHIA M. GUNZEL DATE: 10/18/10

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/11 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$1,641 to purchase Parcel 0472-003H within a portion of Assessor's Parcel Number 900-030-025 and \$1,250 to pay all related transaction costs.

BACKGROUND:

Clinton Keith Road is proposed to be constructed as a six-lane urban arterial between Antelope Road and State Route 79 in western Riverside County, in accordance with County General Plan Amendment (CGPA) 409, adopted December 19, 2000. The length of the proposed project, including the existing alignment and the extension of the alignment, is approximately 3.4 miles (5.5 kilometers).

The Clinton Keith Road Extension Supplemental Environmental Impact Report No. 398 was approved by the Board of Supervisors on February 7, 2006.

On July 15, 2008, the Board of Supervisors approved Item 3.37 approving the acquisition of the fee simple, permanent slope easement, drainage easement, and temporary construction easement for a portion of Assessor's Parcel Number 900-030-025, for the purpose of constructing the Clinton Keith Road Extension Project.

After July 15, 2008, it was determined that an additional property right in the form of a fee simple interest was also needed. The change of size is described below.

Fee Simple	0472-003H	0 SF	1,094 SF	+1,094 SF
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The Economic Development Agency (EDA) has negotiated the new acquisition of the additional fee simple interest affecting the portion of Assessor's Parcel Number 900-030-025 from Calvary Chapel of Murrieta for a purchase price of \$1,641. There are transaction costs of \$1,250 associated with this new acquisition. Calvary Chapel received compensation for the interests acquired in the July 2008 item through escrow.

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 900-030-025:

Acquisition:	\$1,641
Estimated Title and Escrow Charges:	\$ 500
Preliminary Title Report:	\$ 250
Acquisition Administration:	\$ 500
Total Estimated Acquisition Costs:	\$2,891

While EDA will cover the cost for the due diligence service (Preliminary Title Report) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for this cost. 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 FY 2010/2011 Transportation Department's budget. Thus, no net county cost will be incurred as a result of this transaction.

Attachments:

- Schedule A

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-778280	Interfund-Reimb for Service	\$250
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$250
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PROJECT: Clinton Keith Road Extension
PARCEL(S): 0472-003H
APN: 900-030-025 (Portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and CALVARY CHAPEL OF MURRIETA, A CALIFORNIA CORPORATION, herein called "Grantor".

Grantor has executed and will deliver to Stephi A. Villanueva, Senior Real Property Agent for the County or to the designated escrow company, a Grant Deed dated _____ identifying a portion of Assessor's Parcel Number 900-030-025 referenced as Parcel 0472-003H and 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 One Thousand Six Hundred Forty One Dollars (\$1,641) for the property, or interest therein, conveyed by said deeds, 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. Represent that, to the best of Grantor's current knowledge and belief, no hazardous substances or other potential soil or water contaminants have been dumped, buried, leaked, disposed of, or otherwise released into, upon, or under the Property such as would require remediation by any public agency under current law or guidelines. Grantor further represents that to Grantor's current knowledge Grantor has not, and Grantor has no current knowledge that any prior owner or tenant has, violated any law, regulation, or ordinance relating to the use, storage, or disposal of toxic or hazardous substances at the Property.

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1 B. To the best of Grantor's knowledge, the value stated in Paragraph 1A,
2 above, assumes the real property referred to herein is available for immediate use without
extraordinary development costs resulting from subsurface conditions known to Grantor.

3 C. In the event any soil and/or water contamination is discovered on the
4 Property, before the close of escrow, then either party may, in its sole, absolute and unfettered
5 discretion, elect to terminate the Agreement immediately or fully remedy the situation at its sole
cost.

6 ~~D. Agree as part of the consideration herein that Grantor will not, during any~~
7 ~~occupancy from the Effective Date of this Agreement to the date the Grant Deed as delivered~~
8 ~~to the County, use, generate, manufacture, store, dump, bury, leak or dispose of on or~~
9 ~~immediately adjacent to the Property any flammable, explosive or radioactive material toxic~~
10 ~~substances, hazardous waste, hazardous material, hazardous substance, or the equivalent, as~~
11 ~~those terms may now or in the future be defined by common practice or by any federal, state or~~
12 ~~local statute, ordinance or regulation or any governmental body or agency (hereinafter~~
13 ~~"Hazardous Substances"). In such event, Grantor will, at its sole expense, remove, cleanup or~~
14 ~~otherwise mitigate such problem and will further release and indemnify, defend, protect, and~~
15 ~~hold County, its officers, employees, agents, successors, and assigns free and harmless from~~
16 ~~and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including~~
17 ~~without limitation, attorney's fees, whatsoever, arising from or caused in whole or in part,~~
18 ~~directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of~~
19 ~~hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use,~~
20 ~~storage or generation of such materials or substances or (b) Grantor's failure to comply with~~
21 ~~any federal, state, or local laws relating to such Hazardous Substances.~~

22 3. Any and all moneys payable under this contract, up to and including the total
23 amount of unpaid principal and interest on the note secured by Deed of Trust recorded May 12,
24 2005, as Instrument No. 376139, Official Records of Riverside County, shall, upon demand, be
25 made payable to the beneficiary entitled thereunder; said beneficiary to provide a
reconveyance as the portion of Assessor's Parcel Number 900-030-025, and to furnish Grantor
with good and sufficient receipt showing said moneys credited against the indebtedness
secured by said Deed of Trust.

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

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

5. ~~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.~~

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6. County shall indemnify, defend and hold Grantor, its agents, representatives, directors, officers, and employees harmless from and against any actions, claims, damages to persons or property, obligations or liabilities that may be asserted or claimed by any person or entity in connection with any of the rights granted to County under the Grant Deed dated _____, identifying a portion of Assessor's Parcel Number 900-030-025 referenced as Parcel 0472-003H and described on Exhibits "A" and "B" attached hereto and made a part hereof; arising out of any negligent act or omission of County or any officer, employee, agent, representative, or contractor of County.

~~Subject to County's indemnity obligations in favor of Grantor as set forth in the Grant Deed, described above the performance by the County of its obligations under this Agreement and that Grant Deed shall relieve the County of any and all further obligations to or claims by Grantor on account of the following: (a) the compensation paid by County to Grantor for the rights acquired pursuant to this Agreement; (b) any damages or compensation to which Grantor might be entitled under the eminent domain laws of the State of California; and (c) the effect of the location, grade or construction of the County's proposed improvement upon the value or use of Grantor's larger parcel of which the property interests acquired by the County are a part~~


County

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

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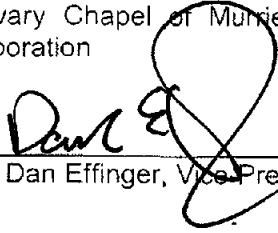
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9. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: 9/29/10

GRANTOR:

Calvary Chapel of Murrieta, a California corporation

By: 
Dan Effinger, Vice President


ATTEST:
Kecia Harper-Ihem
Clerk of the Board

COUNTY OF RIVERSIDE

By: _____
Deputy

By: _____
Marion Ashley, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

SV:jw
02/17/10
220TR
13.185

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0472-003H

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 2, SAID ONE-QUARTER CORNER BEING THE CENTERLINE INTERSECTION OF MEADOWLARK LANE (30.00 FOOT EASTERLY HALF-WIDTH) AND CLINTON KEITH ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN BY PARCEL MAP NUMBER 15,203, ON FILE IN BOOK 80, PAGES 99 AND 100 OF PARCEL MAPS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 89°42'13" E ALONG THE NORTHERLY LINE OF SAID SECTION 2, ALSO BEING THE CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 56.99 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED SEPTEMBER 3, 2008, AS INSTRUMENT NUMBER 2008-0483381, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 00°16'36" W, ALONG THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 2008-0483381, A DISTANCE OF 55.00 FEET TO AN ANGLE POINT THEREIN;

THENCE S 46°29'19" W, CONTINUING ALONG SAID WESTERLY, A DISTANCE OF 9.68 FEET TO AN ANGLE POINT THEREIN, SAID ANGLE POINT BEING THE BEGINNING OF A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, SAID ANGLE POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°16'36" W, CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 2008-0483381 AND SAID PARALLEL LINE, A DISTANCE OF 72.50 FEET TO THE MOST WESTERLY CORNER OF SAID INSTRUMENT NUMBER 2008-0483381;

THENCE N 89°43'24" W, A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS, "PARCEL B", TO THE CITY OF MURRIETA FOR PUBLIC ROAD AND DRAINAGE PURPOSES BY EASEMENT RECORDED FEBRUARY 16, 1993, AS INSTRUMENT NUMBER 57937, RECORDS OF SAID RECORDER;

THENCE N 00°16'36" E, ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 56.20 FEET TO AN ANGLE POINT THEREIN;

THENCE N 46°29'19" E, CONTINUING ALONG SAID EASTERLY LINE OF INSTRUMENT NUMBER 57937, A DISTANCE OF 23.55 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,094 SQUARE FEET, OR 0.025 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 SHOWN BY 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 03/08/10



EXHIBIT "B"

CITY OF MURRIETA

SECTION 35
T.6S., R.3W., S.B.M.

PM 80/99-100
PCL 1

(NW COR INST. NO. 483381)

(N 1/4 COR SEC. 2) P.O.C.

C/L MEADOWLARK LANE 30'

R/W CONVEYED TO CITY OF MURRIETA PER INST.NO. 57937, REC. 2-16-1993

ARENDRT LANE C/L

CLINTON KEITH ROAD

TO NE COR SEC 2

N 89-42-13 W C/L

SECTION LINE

R/W VARIES

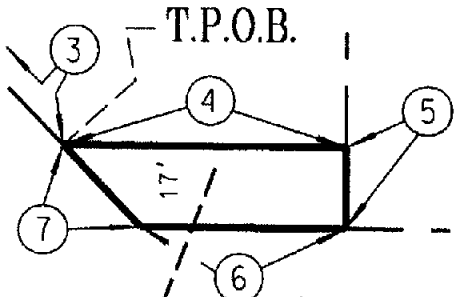
72'

67'

55'

- ① S 89-42-13 E - 56.99'
- ② S 00-16-36 W - 55.00'
- ③ S 46-29-19 W - 9.68'
- ④ S 00-16-36 W - 72.50'
- ⑤ N 89-43-24 W - 17.00'
- ⑥ N 00-16-36 E - 56.20'
- ⑦ N 46-29-19 E - 23.55'

GRANT DEED
INST.NO. 676943,
REC. 8-26-2004



PARCEL 0472-003H

1.094 SQ.FT.
0.025 AC.

T.P.O.B. - DETAIL (N.T.S.)

N 00-16-36 E C/L

WHITewater RD (CALLE PAVON)

50' R/W QUITCLAIMED TO CITY OF MURRIETA PER INST.NO. 2000-505348, REC. 12-20,2000

SECTION 2

T.7S., R.3W., S.B.M. APN 900-030-025 CITY OF MURRIETA

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.	PAR. NO. : 0472-003H
PROJECT: CLINTON KEITH ROAD	PREPARED BY: DDD/TFR
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: MARCH, 2010
	W.O. NO.: B2-0472
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 03/08/10	SHEET 1 OF 1 SHEET