

942



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

FROM: Economic Development Agency / Facilities Management and Transportation Department

SUBMITTAL DATE:
May 23, 2012

SUBJECT: Right of Way Acquisition Agreement for the Krameria Avenue Sidewalk Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0535-003A, within a portion of Assessor's Parcel Number 274-110-011;
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County;

(Continued)



Juan C. Perez, Director
Transportation Department



Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 15,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Measure A (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 5/23/12
 DATE: 5/23/12
 CONCURRENT
 SAMUEL WONG
 DATE: 5/23/12
 CONCURRENT
 SYNTHIA M. GUNZEL
 DATE: 5/23/12
 CONCURRENT
 FORM APPROVED COUNTY COUNSEL
 BY: Cynthia M. Gunzel 5/23/12
 DATE: 5/23/12
 CONCURRENT

Policy Policy
 Consent Consent
 Per Exec. Ofc.:

3.32

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$8,600 to purchase a portion of Assessor's Parcel Number 274-110-011 and \$ 6,900 to pay all related transaction costs.

BACKGROUND:

Riverside County Transportation Department (RCTD) proposed to construct a sidewalk project located on the north side of Krameria Avenue, beginning at Gardner Street and ending at Gamble Street, adjacent to Miller Middle School in the Woodcrest area (Project). The proposed Project will provide a safe path of travel to school for the children and for all pedestrians. Additional safety improvements will include the installation of accessible ramps at the intersections.

The Notice of Exemption was filed and posted on April 7, 2011. Riverside County Transportation Department staff conducted a review of the above-referenced Project and determined that the Project is exempt for the provisions of the California Environmental Quality Act (CEQA).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 274-110-011 for the purchase price of \$8,600 from Dave and Tina Louden (Louden). There are costs of \$6,900 associated with this transaction. Louden will execute a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 274-110-011, referenced as Parcel 0535-003A.

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 purchase of a portion of Assessor's Parcel Number 274-110-011.

Acquisition Purchase Price:	\$ 8,600
Estimated Title & Escrow Charges:	\$ 1,000
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 3,000
EDA/FM Staff Time:	\$ 2,500
Total Estimated Costs:	\$15,500

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) and has been or will be reimbursed by the Transportation Department. 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 2011/12. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachment: Right of Way Acquisition Agreement

1 PROJECT: KRAMERIA SIDEWALK PROJECT

2 PARCEL: 0535-003A

3 APN: 274-110-011 (PORTION)

4
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, (Agreement), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 (County), and DAVE LOUDEN AND TINA L. LOUDEN, husband and wife as joint
9 tenants (Grantor). County and Grantor are sometimes collectively referred to as
10 "Parties".

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located in the Woodcrest
13 area of the City of Riverside, County of Riverside, State of California, as depicted on
14 the Plat Map identified as Attachment "1", attached hereto and made a part hereof. The
15 real property consisting of 1.57 acres of land and improved with a single family
16 residence and is also known as Assessor's Parcel Number: 274-110-011 (Property);
17 and

18 WHEREAS, Grantor desires to sell to the County and the County desire to
19 purchase a portion of the fee simple interest in the Property (ROW), for the purpose of
20 constructing the Krameria Sidewalk Project (Project) as follows: a Grant Deed in favor
21 of County referenced as Parcel 0535-003A and described on Attachment "2" attached
22 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
23 and

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

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

1 1. County shall:

2 A. Open an escrow (Escrow) with Lawyers Title Company (Escrow
3 Holder) upon execution of a fully executed Agreement (Effective Date).

4 B. Pay to the undersigned Grantor(s) by tendering payment to the
5 Escrow Holder in the amount of Eight Thousand Six Hundred Dollars (Purchase Price),
6 which is specifically agreed by the Parties to be the full amount of compensation due
7 and owing to Grantor for the ROW, conveyed by said deed, when title to said ROW
8 vests in County free and clear of all liens, encumbrances, easements, leases (recorded
9 or unrecorded), and taxes except those encumbrances and easements which, in the
10 sole discretion of the County, are acceptable, except:

11 a. Current fiscal year, including personal property tax, if any, and
12 any further assessment thereto under Chapter 3.5 of Revenue
13 and Taxation Code of the State of California.

14 b. Easements or rights of way of record over said land for public
15 or quasi-public utility or public street purposes, if any.

16 c. Any items on the Preliminary Title Report (PTR) not objected to
17 by County in a writing provided to Escrow Holder before the
18 Close of Escrow.

19 d. All other taxes owed whether current or delinquent are to be
20 current.

21 C. At closing or Close of Escrow, have the authority to deduct and
22 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
23 all real property taxes, bonds, and assessments in the following manner:

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

27 b. As a deduction from the amount shown in Paragraph 1B,
28 County is authorized to pay any unpaid liens or taxes together

1 with penalties, cost and interest thereon, and any bonds or
2 assessments that are due on the date title is transferred to.

3 c. Pay reasonable escrow, recording, and reconveyance fees
4 incurred in this transaction, and if title insurance is desired by
5 the County, the premium charged therefore. Said escrow and
6 recording charges shall not, include documentary transfer tax.

7 D. Direct Escrow Holder to disburse purchase price minus any and all
8 charges due upon Close of Escrow in accordance with escrow instructions.

9 E. Included within the amount included in Paragraph 1B above, pay
10 Grantor to replace the existing landscaping as shown on Attachment "3", attached
11 hereto and made a part hereof.

12 F. Not oversee nor bear any responsibility for ensuring whether
13 Grantor expends the compensation intended to Grantor whatsoever to replace items
14 described in Attachment "3".

15 2. Grantor shall:

16 A. Execute and acknowledge and will deliver to Lorie G. Houghlan,
17 Real Property Agent for the County or to the designated escrow company, a Grant
18 Deed in favor of the County dated _____ identified as Parcel Number 0535-
19 003A.

20 B. Be responsible for hiring and retaining any contractors for
21 performance of any of the items listed on Attachment "3" and directly compensate each
22 contractor for all costs, fees and/or expenses. The County is not responsible for
23 payment to the selected contractor(s) and Grantor shall indemnify, defend, protect, and
24 hold County, its officers, employees, successors and assigns free and harmless from
25 and against any and all claims, liabilities, penalties, forfeitures, losses or expenses,
26 including without limitation, attorney's fees, whatsoever arising from or cause in whole
27 or in part, directly or indirectly, by any actions of the Grantor, its agents,
28 representatives and contractors.

1 C. Indemnify, defend, protect, and hold the County of Riverside, its
2 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
3 elected and appointed officials, employees, agents, representatives, successors, and
4 assigns free and harmless from and against any and all claims, liabilities, penalties,
5 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
6 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
7 (a) the presence in, within, under, or about the parcel for the presence of hazardous
8 materials, toxic substances, or hazardous substances as a result of Grantor's use,
9 storage, or generation of such materials or substances or (b) Grantor's failure to
10 comply with any federal, state, or local laws relating to such materials or substances.
11 For the purpose of this Agreement, such materials or substances shall include without
12 limitation hazardous substances, hazardous materials, or toxic substances as defined
13 in the Comprehensive Environmental Response, Compensation, and Liability Act of
14 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
15 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
16 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
17 hazardous wastes in Section 25117 of the California Health and Safety Code or
18 hazardous substances in Section 25316 of the California Health; and in the regulations
19 adopted in publications promulgated pursuant to said laws.

20 D. Be obligated hereunder to include without limitation, and whether
21 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
22 detoxification, or decontamination of the parcel, and the preparation and
23 implementation of any closure, remedial action, or other required plans in connection
24 therewith, and such obligation shall continue under the parcel has been rendered in
25 compliance with applicable federal, state, and local laws, statutes, ordinances,
26 regulations, and rules.

27 3. Any and all monies payable under this Agreement, up to and including
28 the total amount of unpaid principal and interest on the note secured by **Deed of Trust**

1 **recorded December 20, 2006 as Instrument No. 2006-0930254** Official Records of
2 Riverside County, shall, upon demand, be made payable to the beneficiary entitled
3 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel
4 Number 274-110-011, and to furnish Grantor with good and sufficient receipt showing
5 said moneys credited against the indebtedness secured by said Deed of Trust.

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

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

13 5. This Right of Way Acquisition Agreement embodies all of the
14 considerations agreed upon between the County and Grantor. This Agreement was
15 obtained without coercion, promises other than those provided herein, or threats of any
16 kind whatsoever by or to either party. By executing this Agreement, Grantor
17 represents that Grantor has no direct or indirect present or contemplated future
18 personal interest in the property being acquired or in any benefit from the acquisition of
19 subject property.

20 6. The performance of this Agreement constitutes the entire consideration
21 for the acquisition of the property under this Agreement and shall relieve the County of
22 all further obligations or claims on account of the acquisition of the property referred to
23 herein or an account of the location, grade or construction of the proposed public
24 improvement.

25 7. This Agreement is made solely for the benefit of the Parties to this
26 Agreement and their respective successors and assigns, and no other person or entity
27 may have or acquired any right of virtue of this Agreement.
28

1 8. This Agreement shall not be changed, modified, or amended except upon
2 the written consent of the parties hereto.

3 9. This Agreement is the result of negotiations between the parties and is
4 intended by the parties to be a final expression of their understanding with respect to
5 the matters herein contained. This Agreement supersedes any and all other prior
6 agreements and understandings, oral or written, in connection therewith. No provision
7 contained herein shall be construed against the County solely because it prepared this
8 Agreement in its executed form.

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

14 11. Grantor, their assigns and successors in interest shall be bound by all the
15 terms and conditions contained in this Agreement, and all the parties thereto shall be
16 jointly and severally liable thereunder.


17 12. This Agreement may be signed in counterpart or duplicate copies, and
18 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
19 purposes.

20
21 (SIGNATURES ON NEXT PAGE)
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1 In Witness Whereof, the Parties have executed this Agreement the day and year below
2 written.

3
4 Dated: _____

5 GRANTOR: **Dave Louden and Tina L.**
6 **Louden, husband and wife as joint**
7 **tenants**

8
9 By: 
10 Dave Louden

11 Its: _____

12 By: 
13 Tina L. Loudén

14 Its: _____

15 COUNTY OF RIVERSIDE

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

19 By: _____
20 John Tavaglione, Chairman
21 Board of Supervisors

22 By: _____
23 Deputy

24 APPROVED AS TO FORM:
25 Pamela J. Walls
26 County Counsel

27 By: 
28 Synthia M. Gunzel
Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

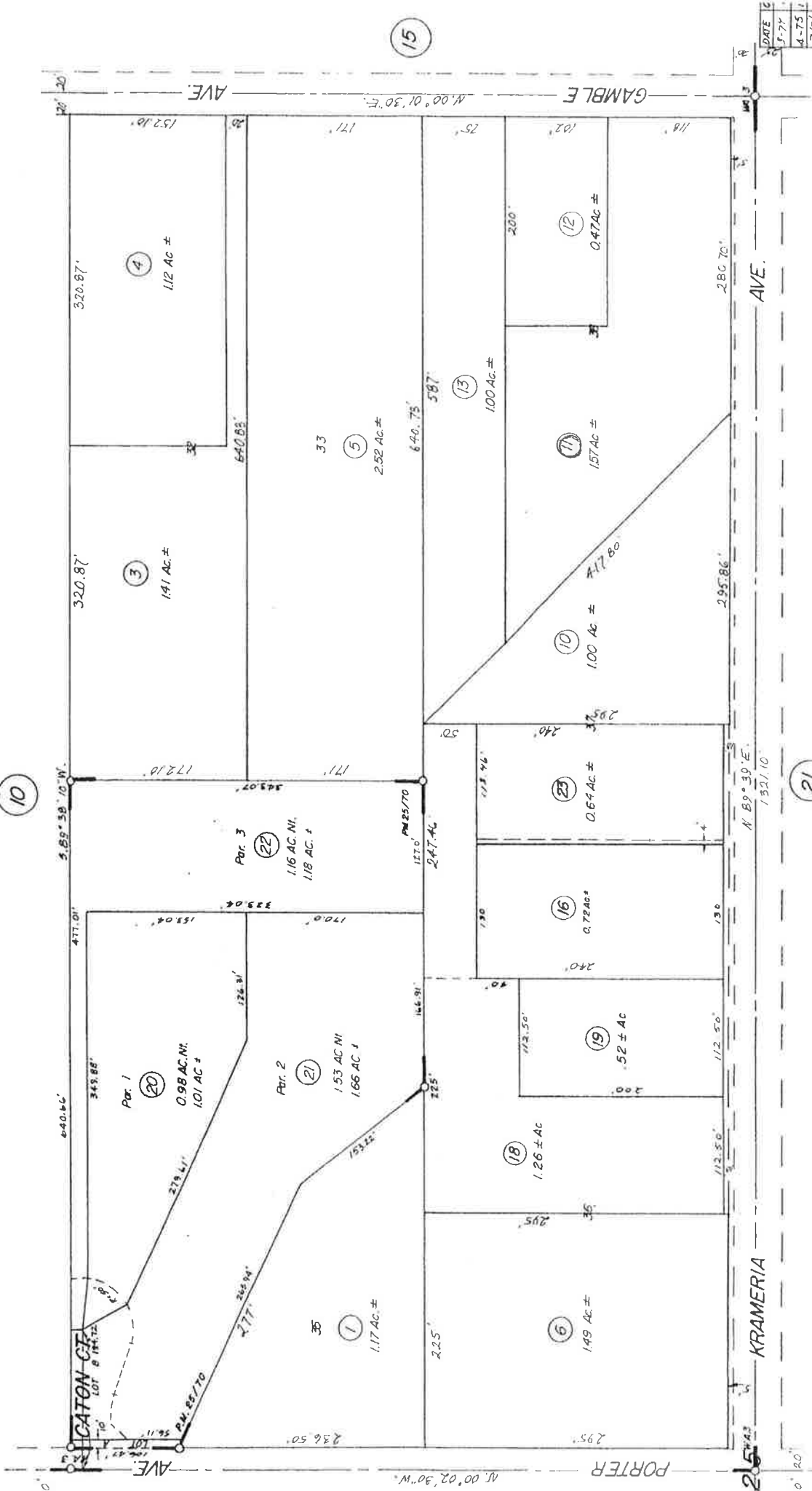
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THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

POR. SW 1/4 NE 1/4 SEC. 25 T. 3S. R. 5 W.

T.R.A. 8807

274-1
11-47-4



M.B. 14/67 Woodcrest Acres No. 3
P.M. 25/70-71 Parcel Map 6892

DATA RS 31/22

CESSOR'S MAP BK. 274 PG. 11
ERSIDE COUNTY, CALIF.

DEC. 1973

DATE	BY
5-77	
4-75	
3/76	
9/77	
8/87	

Attachment "2"

1. A portion of APN: 274-110-011; Parcel 0535-003A in favor of the County

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EXHIBIT "A"
LEGAL DESCRIPTION
0535-003A

BEING A PORTION OF THE SOUTHERLY 220.00 FEET OF LOT 38 OF A MAP ENTITLED "WOODCREST ACRES NUMBER 3" ON FILE IN BOOK 14, PAGES 67 AND 68 OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID 220.00 FEET BEING MEASURED ALONG THE EASTERLY LINE OF SAID LOT 38, EXCEPTING THEREFROM THE NORTHERLY 102.00 FEET OF THE EASTERLY 200.00 FEET, LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF KRAMERIA AVENUE (20.00 FOOT NORTHERLY HALF-WIDTH) AND GAMBLE AVENUE (20.00 FOOT WESTERLY HALF-WIDTH) BOTH ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 120, RECORDS OF SAID COUNTY AND AS SHOWN ON SAID "WOODCREST ACRES NUMBER 3" MAP;

THENCE N 89°34'54" W ALONG SAID CENTERLINE OF KRAMERIA AVENUE, A DISTANCE OF 19.87 FEET;

THENCE N 00°25'06" E, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GAMBLE AVENUE, BEING THE SOUTHEASTERLY CORNER OF SAID LOT 38, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.69 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 38, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED OCTOBER 5, 1954 IN OFFICIAL RECORD BOOK 1637, PAGE 206, RECORDS OF SAID RECORDER;

THENCE N 46°40'08" W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 38, AND ALONG THE EASTERLY LINE OF SAID GRANT DEED, AND PROLONGATION THEREOF, A DISTANCE OF 14.69 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF KRAMERIA AVENUE;

THENCE S 89°34'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 266.61 FEET TO AN ANGLE POINT;

THENCE N 45°36'44" E, A DISTANCE OF 21.15 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF GAMBLE AVENUE;

THENCE N 00°48'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.93 FEET;

THENCE S 89°11'37" E, A DISTANCE OF 10.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF GAMBLE AVENUE;

THENCE S 00°48'23" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.77 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 3,230 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 10/18/2011





LINE DATA

- ① N 89°34'54" W 19.87'
- ② N 00°25'06" E 20.00'
- ③ N 46°40'08" W 14.69'
- ④ N 45°36'44" E 21.15'
- ⑤ N 00°48'23" E 10.93'
- ⑥ S 89°11'37" E 10.00'
- ⑦ S 00°48'23" W 35.77'

T. 3S. R. 5W., S.B.M.
NE 1/4 SECTION 25

NORTH LINE LOT 38

COUNTY OF RIVERSIDE

TO NW CORNER OF LOT 38

RW INFORMATION:

- ① 20' R/W PER O.R. 1399 PG. 210 REC. 09/11/1952
- ② 5' R/W PER O.R. 1637 PG. 206 REC. 10/05/1954

SURVEYOR'S NOTES:

- () INDICATES RECORD DATA PER MB 14/67-68.
- { } INDICATES RECORD DATA PER INST. NO. 2004-0153791, REC. 3/4/2004.

GRANT DEED
INST. 2004-0153791
REC. 03/04/2004

DAVE LOUDEN & TINA L. LOUDEN
APN. 274-110-011

WOODCREST ACRES NO. 3
MB 14/67-68

LOT 38

0535-003A
3,230 SQ. FT.
0.074 AC.

TO NW CORNER OF LOT 38
SW LINE LOT 38
LOT 37

TO C/L INT. 1/4 LINE (CENTER SECTION) KRAMERIA AVENUE & PORTER AVENUE

N 89°34'54" W 1,320.64'
N 89°34'54" W 280.69' (N 89°39'00" E 280.70')
S 89°34'54" E 266.61'
N 89°39'00" E 280.70'

KRAMERIA AVENUE

1,321.10'

EXHIBIT "B"
N 00°48'23" E 300.00' (N 00°01'30" W 300.00')
C/L (220.00)
GAMBLE AVENUE (207)

T.P.O.B.
SE CORNER LOT 38

P.O.C. C/L INTER.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	
PROJECT:	KRAMERIA AVENUE
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.:	0535-003A
PREPARED BY:	KNV
SCALE:	N.T.S.
DATE:	OCTOBER, 2011
W.O. NO.:	CO-0535
SHEET 1 OF 1	

APPROVED BY: *[Signature]* DATE: 10/18/2011

ATTACHMENT "3"

Item	Description	Amount
1.	2,500 square feet of seeded lawn	\$2,500
2.	One large Queen Palm	<u>\$1,250</u>
	Total Landscaping	\$3,750

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