

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

230



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
June 7, 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 0535-001A, within a portion of Assessor's Parcel Number 274-110-006;
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County;
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

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 19,250	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 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

County Executive Office Signature BY: Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/5/12
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: Synthia H. Gunzel 5/16/12
 SYNTHIA M. GUNZEL

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

Prev. Agn. Ref.: _____ District: 1/1 Agenda Number: **3.19**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$10,650 to purchase a portion of Assessor's Parcel Number 274-110-006 and \$ 8,600 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 274-110-006 for the purchase price of \$10,650 from Marvin E. Pulcheon and Linda J. Pulcheon, Trustees of the Pulcheon Family Trust (Pulcheon). There are costs of \$8,600 associated with this transaction. Pulcheon will execute a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 274-110-006, referenced as Parcel 0535-001A.

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 274-110-006.

Acquisition Purchase Price:	\$10,650
Estimated Title & Escrow Charges:	\$ 1,000
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 3,000
Phase I Environmental Report	\$ 1,700
EDA/FM Staff Time:	\$ 2,500
Total Estimated Costs:	\$19,250

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: 0535-001A

3 APN(S): 274-110-006 (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 MARVIN E. PULCHEON AND LINDA J. PULCHEON, TRUSTEES, OR
9 SUCCESSOR TRUSTEES, OF THE PULCHEON FAMILY TRUST UNDER TRUST
10 AGREEMENT DATED JUNE 30, 1998 (Grantor). County and Grantor are sometimes
11 collectively referred to as "Parties".

12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located in the Woodcrest
14 area of the City of Riverside, County of Riverside, State of California, as depicted on
15 the Plat Map identified as Attachment "1", attached hereto and made a part hereof.
16 The real property consisting of 1.49 acres of land improved with a single family
17 residence and is also known as Assessor's Parcel Number: 274-110-006 (Property);
18 and

19 WHEREAS, Grantor desires to sell to the County and the County desire to
20 purchase a portion of the fee simple interest in the Property (ROW) for the purpose of
21 constructing the Krameria Sidewalk Project (Project) as follows: a Grant Deed in favor
22 of County referenced as Parcel 0535-001A and described on Attachment "2" attached
23 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
24 and

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

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

3 1. County shall:

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

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

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

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

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

21 d. All other taxes owed whether current or delinquent are to be
22 current.

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

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

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- b. As a deduction from the amount shown in Paragraph 1B, County is authorized to pay any unpaid liens or taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to.
- c. Pay reasonable escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefore. Said escrow and recording charges shall not, include documentary transfer tax.

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

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

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

2. Grantor shall:

A. Execute and acknowledge and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, a Grant Deed in favor of the County dated 5-15-12 identified as Parcel Number 0535-001A;

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

1 or in part, directly or indirectly, by any actions of the Grantor, its agents,
2 representatives and contractors.

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

8 4. This Right of Way Acquisition Agreement embodies all of the
9 considerations agreed upon between the County and Grantor. This Agreement was
10 obtained without coercion, promises other than those provided herein, or threats of any
11 kind whatsoever by or to either party.

12 5. The performance of this Agreement constitutes the entire consideration
13 for the acquisition of the property under this Agreement and shall relieve the County of
14 all further obligations or claims on account of the acquisition of the property referred to
15 herein or an account of the location, grade or construction of the proposed public
16 improvement.

17 6. This Agreement is made solely for the benefit of the Parties to this
18 Agreement and their respective successors and assigns, and no other person or entity
19 may have or acquired any right of virtue of this Agreement.

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

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

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

10. 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.

11. 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.

(SIGNATURES ON NEXT PAGE)

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year below written.

Dated: 15-MAY-2012

GRANTOR:
Marvin E. Pulcheon and Linda J. Pulcheon, Trustees or Successor Trustees of the Pulcheon Family Trust under Trust dated June 30, 1998

By: Marvin E. Pulcheon
Marvin E. Pulcheon, Trustee

By: Linda J. Pulcheon
Linda J. Pulcheon, Trustee

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
John Tavaglione, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

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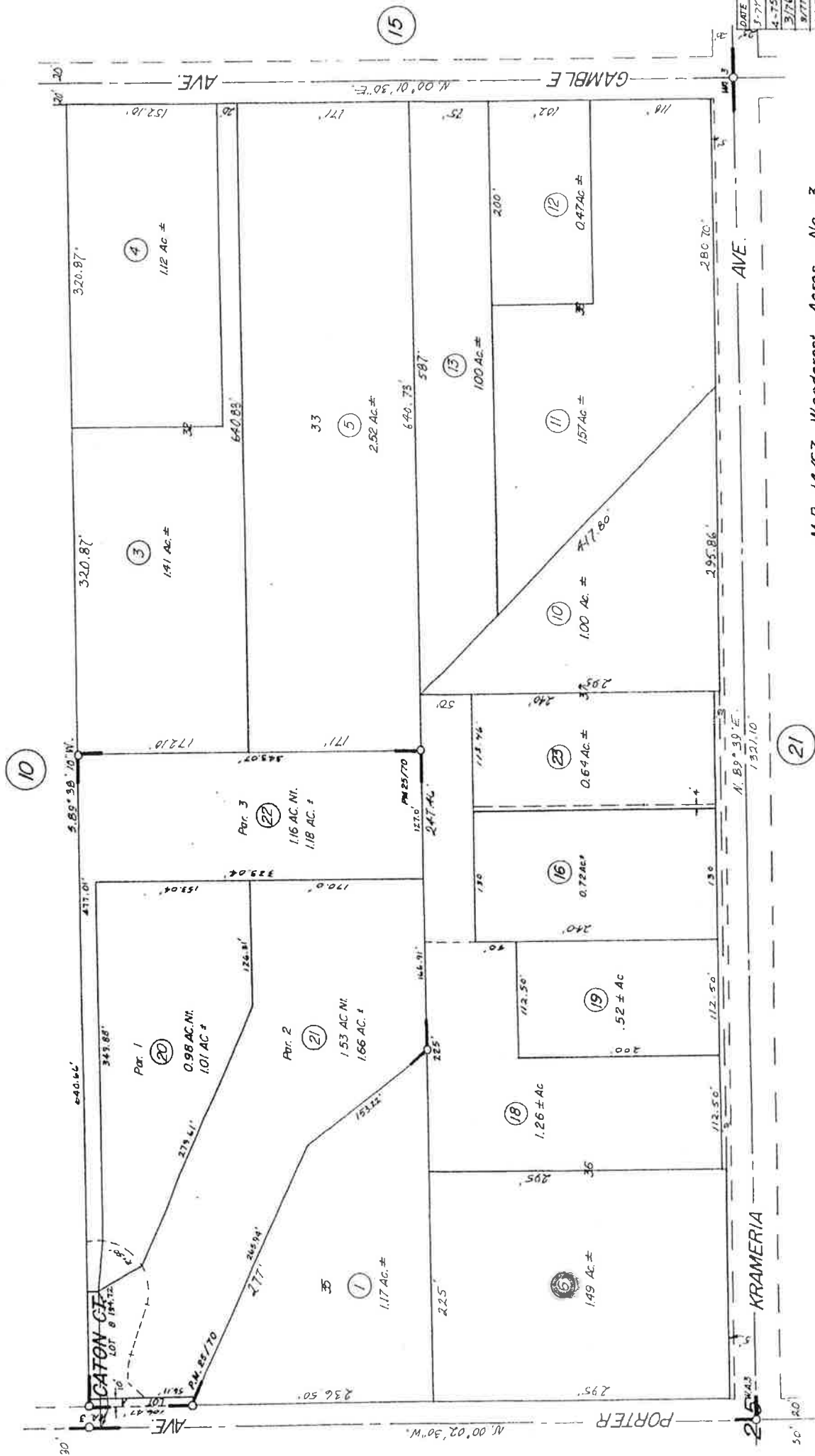
ATTACHMENT "1"
Assessor's Plat Map

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 51/22

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

DEC. 1973

Attachment "2"

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1. A portion of APN: 274-110-006; Parcel 0535-001A in favor of the County

EXHIBIT "A"
LEGAL DESCRIPTION
0535-00 1A

BEING A PORTION OF THE WEST ONE HALF OF LOT 36 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, AS DESCRIBED BY QUITCLAIM DEED RECORDED JULY, 13, 1998 AS INSTRUMENT NUMBER 286460, OFFICIAL RECORDS OF SAID RECORDER, 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, AS SHOWN BY SAID "WOODCREST ACRES NUMBER 3" MAP, OF THE CENTERLINE OF PORTER AVENUE (20.00 FOOT EASTERLY HALF-WIDTH) ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 210, AND THE CENTERLINE OF KRAMERIA AVENUE (25.00 FOOT NORTHERLY HALF-WIDTH) ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 210, AND GRANT DEED RECORDED OCTOBER 5, 1954 IN OFFICIAL RECORD BOOK 1637, PAGE 206, ALL RECORDS OF SAID RECORDER;

THENCE S 89°34'54" E ALONG SAID CENTERLINE OF KRAMERIA AVENUE, A DISTANCE OF 20.15 FEET;

THENCE N 00°25'06" E, A DISTANCE OF 25.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID PORTER AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 00°45'30" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.21 FEET;

THENCE S 89°14'30" E, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF PORTER AVENUE;

THENCE S 00°45'30" W ALONG SAID PARALLEL LINE, A DISTANCE OF 1.00 FOOT TO AN ANGLE POINT;

THENCE S 45°34'50" E, A DISTANCE OF 34.77 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 189.75 FEET TO THE EASTERLY LINE OF SAID WEST ONE HALF OF LOT 36;

THENCE S 00°45'30" W ALONG SAID EASTERLY LINE, A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF KRAMERIA AVENUE;

THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.90 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 1,680 SQUARE FEET, OR 0.039 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 10/18/2011



EXHIBIT "B"
T. 3S. R. 5W., S.B.M.

NE 1/4 SECTION 25

NORTH LINE LOT 36

LINE DATA

- ① S 89°34'54" E 20.15'
- ② N 00°25'06" E 25.00'
- ③ N 00°45'30" E 30.21'
- ④ S 89°14'30" E 10.00'
- ⑤ S 00°45'30" W 1.00'
- ⑥ S 45°34'50" E 34.77'
- ⑦ S 00°45'30" W 5.00'

R/W INFORMATION:

- ① 20' R/W PER O.R. BK. 1399 PG. 210 REC. 09/11/1952
- ② 5' R/W PER O.R. BK. 1637 PG. 206 REC. 10/05/1954
- ③ 5' R/W PER INST. 72-88978 REC. 07/06/1972

WEST 1/2 LOT 36

WOODCREST ACRES NO. 3
MB 14/67-68

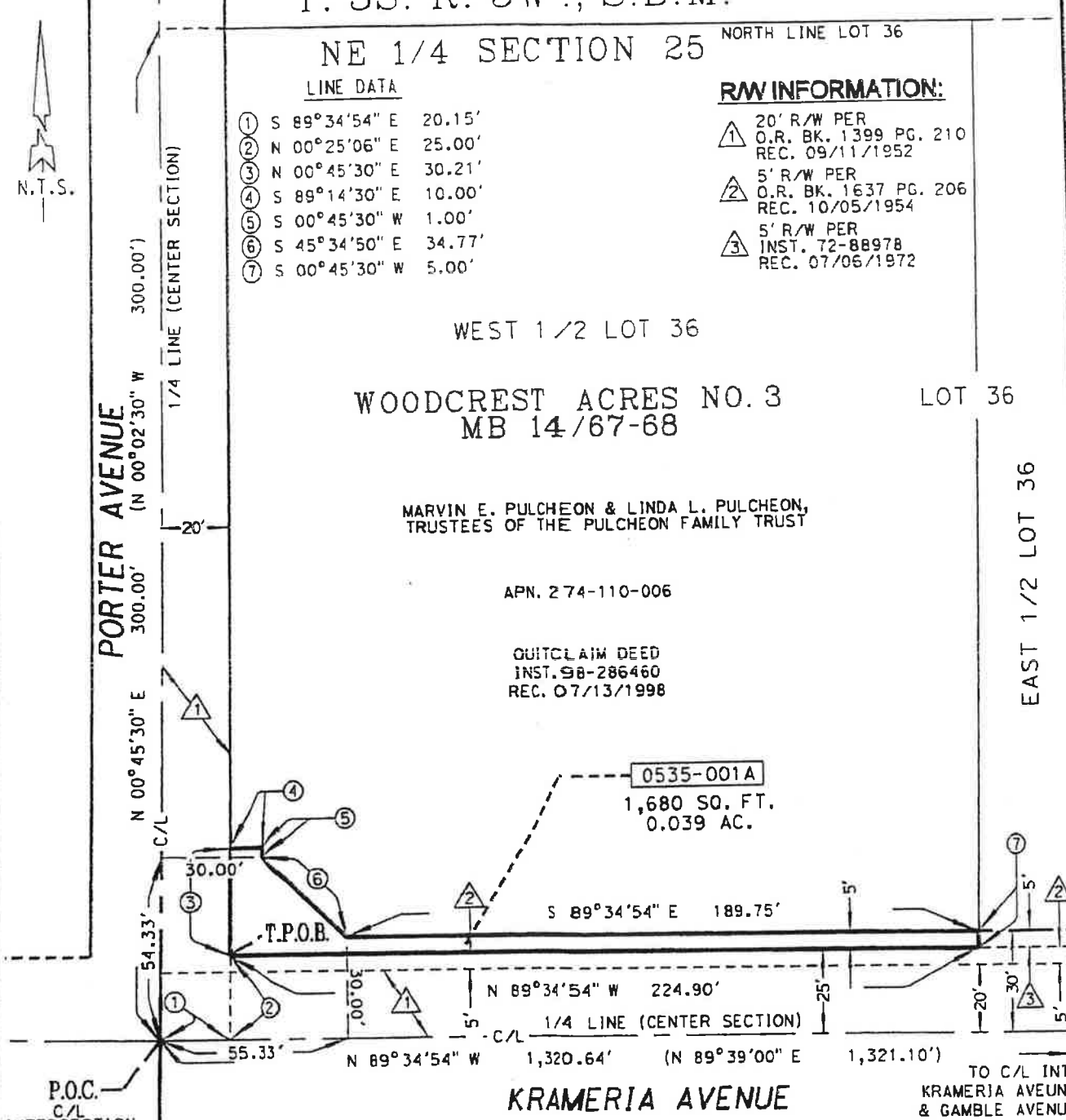
LOT 36

MARVIN E. PULCHEON & LINDA L. PULCHEON,
TRUSTEES OF THE PULCHEON FAMILY TRUST

APN. 274-110-006

QUITCLAIM DEED
INST. 98-286460
REC. 07/13/1998

0535-001A
1,680 SQ. FT.
0.039 AC.



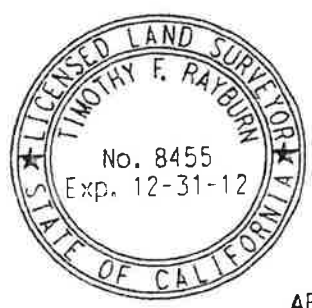
P.O.C.
C/L
INTERSECTION
CENTER OF
SECTION

TO C/L INT.
KRAMERIA AVENUE
& GAMBLE AVENUE

COUNTY OF
RIVERSIDE

SURVEYOR'S NOTES:

() INDICATES RECORD DATA
PER MB 14/67-68.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0535-001A
PROJECT: KRAMERIA AVENUE	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: OCTOBER, 2011
APPROVED BY: <i>Timothy F. Rayburn</i>	DATE: 10/18/2011
	W.O. NO.: CO-0535
	SHEET 1 OF 1

APPROVED BY: *Timothy F. Rayburn* DATE: 10/18/2011

ATTACHMENT "3"

Item	Description	Amount
1.	680 square feet of seed lawn	\$ 680
2.	1,680 square feet of irrigation	\$3,360
3.	880 square feet of ground cover	\$1,320
4.	1 small Yucca Palm	\$ 500
5.	1 medium Yucca Palm	\$1,000
6.	1 large Yucca Palm	\$1,250
	Total Landscaping	\$8,110

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