

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

924



SUBMITTAL DATE:
August 29, 2012

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBJECT: Right of Way Acquisition Agreement for the Airport Boulevard Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0241-031, within a portion of Assessor's Parcel Number 763-350-016;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 88,154	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Coachella Valley Association of Governments 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

FORM APPROVED COUNTY COUNSEL
 BY: PATRICIA MUNROE
 DATE: 8/6/12
 Department:

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 DATE: 8/28/12

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

Prev. Agn. Ref.: 3.5 of 02/01/11; 4.1 of 02/01/11 District: 4/4 Agenda Number: 3.22

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 \$69,554 to purchase Parcel 0241-031, within a portion of Assessor's Parcel Number 763-350-016 and \$18,600 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation project located at the at-grade crossing of Airport Boulevard and the Union Pacific Railroad (UPRR) tracks by raising the roadway over the railroad and constructing an overcrossing structure that will span the tracks and Grapefruit Boulevard (State Highway 111) at Airport Boulevard (Project). The Project is needed in order to improve public safety by eliminating the conflicting tran/vehicle/pedestrian movement. The Project will also serve to significantly reduce traffic delays at Airport Boulevard caused by the at-grade crossing and improve the efficient movement of goods through Riverside County.

The Project will maintain access to Airport Boulevard from Grapefruit Boulevard and the adjacent properties. Palm Street would be extended to the north from the intersection of Airport Boulevard to Grapefruit Boulevard, Grapefruit Boulevard will be widened at this intersection to accommodate a left turn onto Palm Street and a southbound deceleration lane to a right turn into Palm Street. The south side of Airport Boulevard will be accessed by a new frontage road adjacent to the new raised Airport Boulevard.

The Notice of Exemption was filed and posted on July 28, 2011. RCTD staff conducted a review of the Project and it 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 763-350-016 from California Redi-Date, LLC a California limited liability company for the price of \$69,554. There are costs of \$18,600 associated with this transaction. California Redi-Date, LLC will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 763-350-016 referenced as Parcel 0241-031.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 763-350-016:

Easement/Acquisition:	\$69,554
Estimated Title and Escrow Charges:	\$ 2,500
Preliminary Title Report:	\$ 400
Appraisal:	\$ 5,700
EDA/FM Real Property Staff Time:	\$10,000
Total Estimated Acquisition Costs:	\$88,154

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 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachment:
Right of Way Acquisition Agreement

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION PROJECT
3 PARCEL: 0241-031
4 APN: 763-350-016 (PORTION)
5

6 **RIGHT OF WAY ACQUISITION AGREEMENT**

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
9 ("County"), and CALIFORNIA REDI-DATE, LLC, a California limited liability company,
10 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located at 87-500 Airport
13 Boulevard in Thermal, County of Riverside, State of California, as depicted on the Plat
14 Map identified as Attachment "1", attached hereto and made a part hereof. The real
15 property consisting of a 39.62 parcel improved with five buildings consisting of 137,770
16 square feet packing plant/distribution purposes and is also known as Assessor's Parcel
17 Numbers: 763-320-026, 763-340-008 and 763-350-016 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desires to
19 purchase a portion of the easement interest for road purposes in the Property ("ROW"),
20 for the purpose of constructing the Airport Boulevard Grade Separation Project
21 ("Project") as follows: an Easement Deed in favor of the County, referenced as Parcel
22 0241-031 and described on Attachment "2" attached hereto and made a part hereof;
23 pursuant to the terms and conditions set forth herein; 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 Sixty-Nine Thousand Five Hundred Fifty-Four Dollars
6 (\$69,554) ("Purchase Price"), which is specifically agreed by the Parties to be the full
7 amount of compensation due and owing to Grantor for the ROW, conveyed by said
8 deed(s), when title to said ROW vests in County free and clear of all liens,
9 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
10 encumbrances and easements which, in the sole discretion of the County, are
11 acceptable, except:

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

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

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

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

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

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

1 b. As a deduction from the amount shown in Paragraph 1B,
2 County is authorized to pay any unpaid liens or taxes together
3 with penalties, cost and interest thereon, and any bonds or
4 assessments that are due on the date title is transferred to.

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

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

11 E. Pay Grantor to replace Items 1 and 2 as listed in Attachment "3."
12 The amount is included in Paragraph 1B above.

13 F. Replace in kind at County's sole cost Item 3 as listed in
14 Attachment "3"

15 G. Not oversee nor bear responsibility for ensuring whether Grantor
16 expends the compensation tendered to Grantor to replace Items 1 and 2 described in
17 Attachment "3."

18 2. Grantor shall:

19 A. Execute and acknowledge and will deliver to Lorie Houghlan, Real
20 Property Agent for the County or to the designated escrow company, an Easement
21 Deed in favor of the County dated _____ identified as Parcel Number 0241-031.

22 B. Indemnify, defend, protect, and hold the County of Riverside, its
23 Agencies, Districts, Departments, their respective directors, Board of Supervisors,
24 elected and appointed officials, employees, agents, representatives, successors, and
25 assigns free and harmless from and against any and all claims, liabilities, penalties,
26 forfeitures, losses, or expenses, including without limitation, attorneys' fees,
27 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either
28 (a) the presence in, within, under, or about the parcel for the presence of hazardous

1 materials, toxic substances, or hazardous substances as a result of Grantor's use,
2 storage, or generation of such materials or substances or (b) Grantor's failure to
3 comply with any federal, state, or local laws relating to such materials or substances.
4 For the purpose of this Agreement, such materials or substances shall include without
5 limitation hazardous substances, hazardous materials, or toxic substances as defined
6 in the Comprehensive Environmental Response, Compensation, and Liability Act of
7 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
8 Transportation Act, 49 U.S.C. Section 5101 to 5128; the Resource Conservation and
9 Recovery Act, 42 U.S.C. Section 6901-87 (1988); and those substances defined as
10 hazardous wastes in Section 25117 of the California Health and Safety Code or
11 hazardous substances in Section 25316 of the California Health; and in the regulations
12 adopted in publications promulgated pursuant to said laws.

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

20 3. Any and all monies payable under this Agreement, up to and including
21 the total amount of unpaid principal and interest on the note secured by **Deed of Trust**
22 **recorded October 13, 2004 as Instrument No. 2004-0811882** Official Records of
23 Riverside County, shall, upon demand, be made payable to the beneficiary entitled
24 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel
25 Number 763-350-016 and to furnish Grantor with good and sufficient receipt showing
26 said moneys credited against the indebtedness secured by said Deed of Trust.

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

1 4. Any and all moneys payable under this Agreement, up to and including
2 the total amount of unpaid principal and interest on the note secured by **first Deed of**
3 **Trust recorded April 16, 2007 as Instrument No. 2007-0254100** Official Records of
4 Riverside County, shall, upon demand, be made payable to the beneficiary entitled
5 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel
6 Number 763-350-016 and to furnish Grantor with good and sufficient receipts showing
7 said moneys credited against the indebtedness secured by said Deed of Trust.

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

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

15 6. This Right of Way Acquisition Agreement embodies all of the
16 considerations agreed upon between the County and Grantor. This Agreement was
17 obtained without coercion, promises other than those provided herein, or threats of any
18 kind whatsoever by or to either party.

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

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

27 9. This Agreement shall not be changed, modified, or amended except upon
28 the written consent of the parties hereto.

1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 below written.

3
4 Dated: _____

5 **CALIFORNIA REDI-DATE, LLC, a**
6 **California limited liability company**

7
8 By: 
9 William M. Jeffrey

10 Its: Managing Member

11
12 COUNTY OF RIVERSIDE

13
14 ATTEST:
15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: _____
18 John Tavaglione, Chairman
19 Board of Supervisors

20 By: _____
21 Deputy

22 APPROVED AS TO FORM:
23 Pamela J. Walls
24 County Counsel

25 By: 
26 Patricia Munroe
27 Deputy County Counsel

28 MT:s\051612\299TR\14.927 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.927.doc

ATTACHMENT "1"
Assessor's Plat Map

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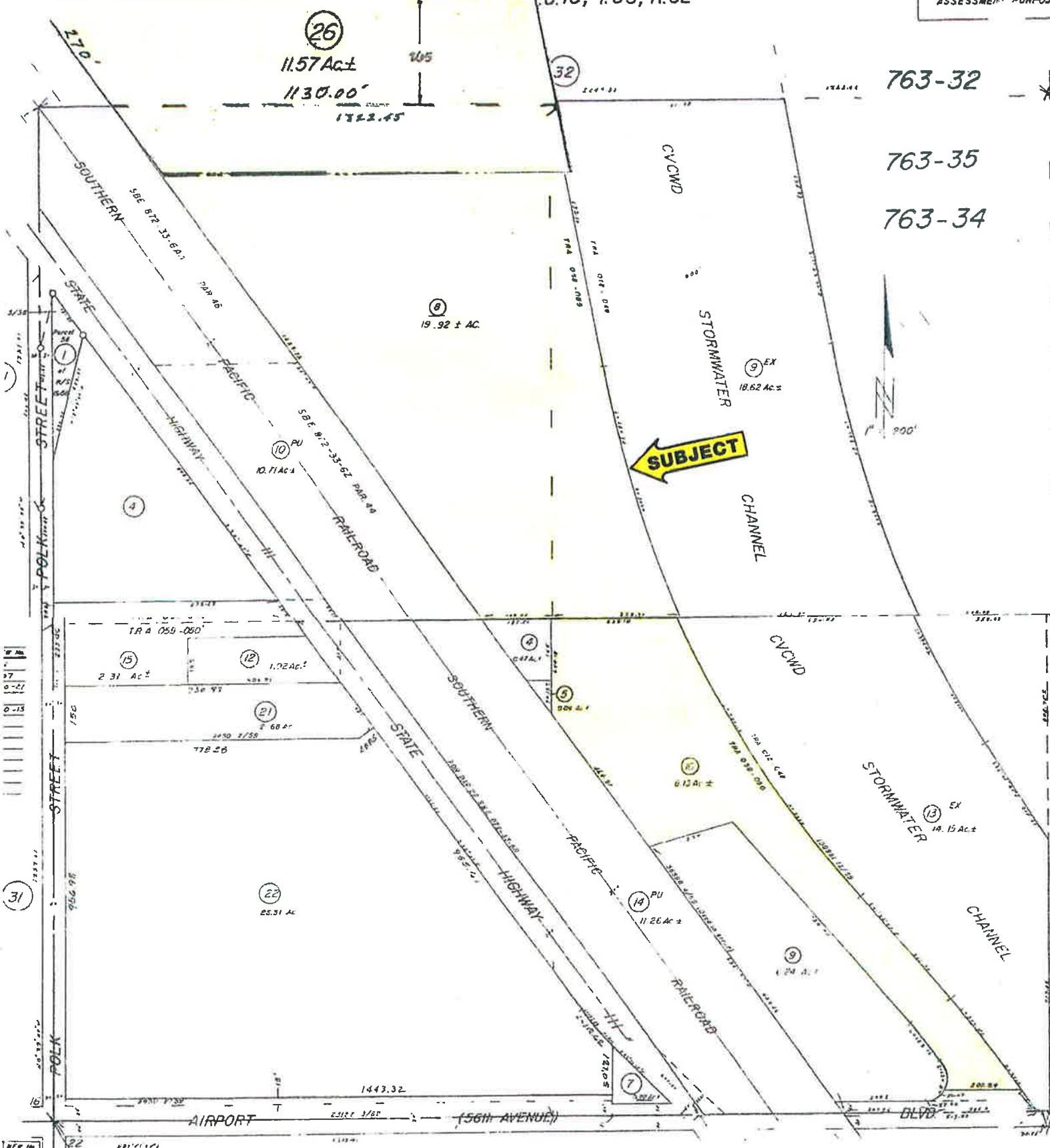
ASSESSOR'S PARCEL MAP

9-1

THIS MAP IS FOR ASSESSMENT PURPOSES

T.R.A. 058-085

SEC. 15, T. 6S, R. 8E



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Attachment "2"
Parcel 0241-031
Legal Description and Plat Map

EXHIBIT "A"
LEGAL DESCRIPTION
0241-031

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED, AS INSTRUMENT NUMBER 205087, RECORDED JUNE 11, 1997, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD (FORMERLY CALIFORNIA STREET) (30.00 FOOT NORTHERLY HALF-WIDTH) AND CENTERLINE OF ORANGE STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON MAP OF THERMAL TOWNSITE, ON FILE IN MAP BOOK 4, PAGE 78, RECORDS OF SAID RECORDER;

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 72.49 FEET;

THENCE N 00°10'56" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AS DESCRIBED IN INSTRUMENT NUMBER 21880, RECORDED FEBRUARY 3, 1983, RECORDS OF SAID RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°49'04" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 201.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE PARCEL DESCRIBED IN SAID GRANT DEED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 58.15 FEET AND AN INITIAL RADIAL BEARING OF N 55°25'37" W;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°51'48", AN ARC DISTANCE OF 74.96 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2879.94 FEET AND AN INITIAL RADIAL BEARING OF S 50°42'35" W;

THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 02°28'52", AN ARC DISTANCE OF 124.71 FEET;

THENCE N 41°40'58" W CONTINUING ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 138.95 FEET;

THENCE N 48°44'44" E, A DISTANCE OF 120.34 FEET TO THE NORTHEASTERLY LINE OF THE PARCEL DESCRIBED IN SAID GRANT DEED;

THENCE S 41°34'44" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 147.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3000.01 FEET;

THENCE SOUTHEASTERLY CONTINUING ALONG SAID NORTHEASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°47'12" AN ARC DISTANCE OF 303.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 49,571 SQUARE FEET, OR 1.138 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
0241-031

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000020640 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *[Signature]*

DATE: 2-6-12



SECTION 15
T.6S., R.8E., S.B.M.

EXHIBIT "B"

CURVE DATA

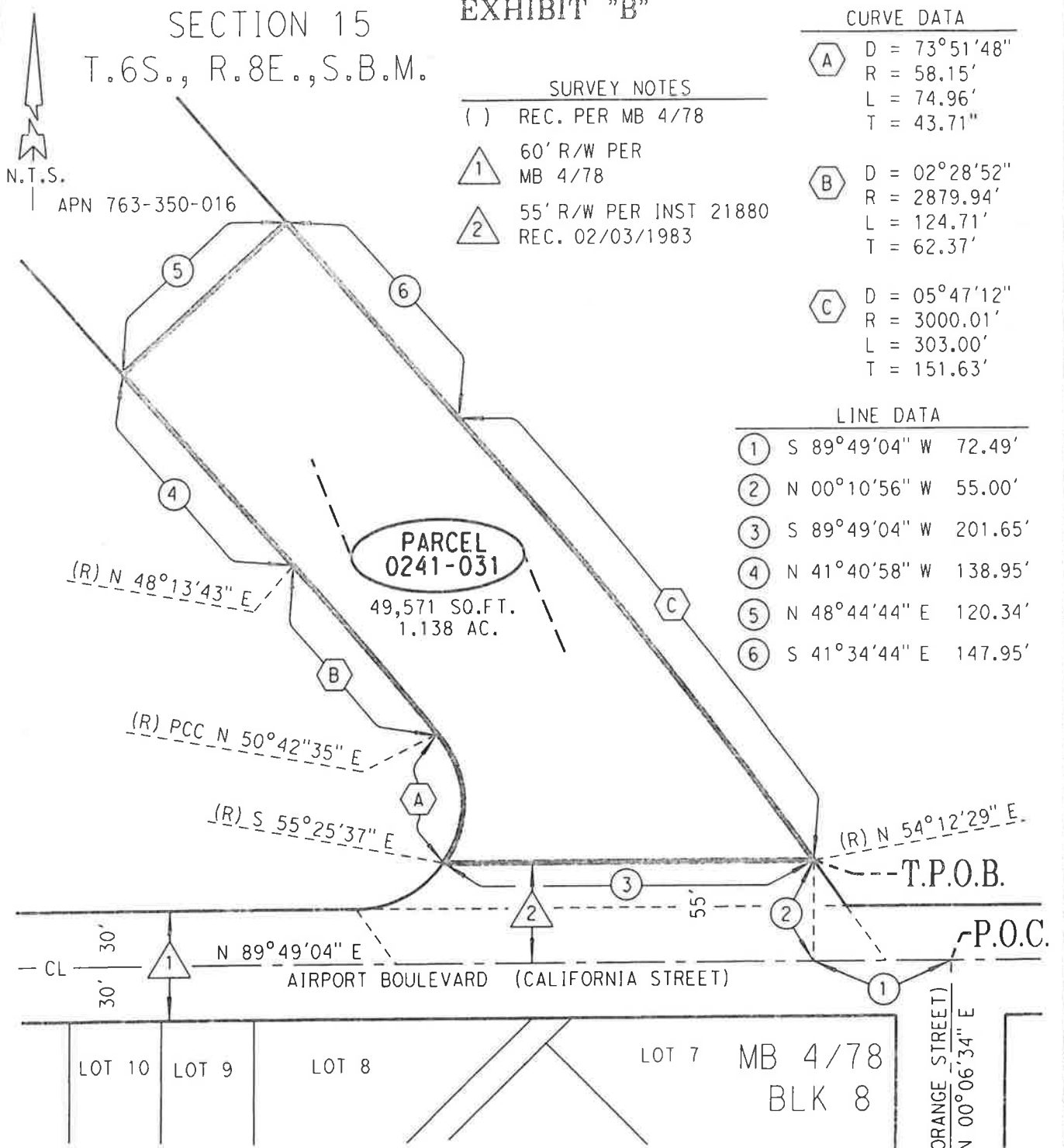
- (A) D = 73°51'48"
R = 58.15'
L = 74.96'
T = 43.71"
- (B) D = 02°28'52"
R = 2879.94'
L = 124.71'
T = 62.37'
- (C) D = 05°47'12"
R = 3000.01'
L = 303.00'
T = 151.63'

SURVEY NOTES

- () REC. PER MB 4/78
- (1) 60' R/W PER MB 4/78
- (2) 55' R/W PER INST 21880 REC. 02/03/1983

LINE DATA

- (1) S 89°49'04" W 72.49'
- (2) N 00°10'56" W 55.00'
- (3) S 89°49'04" W 201.65'
- (4) N 41°40'58" W 138.95'
- (5) N 48°44'44" E 120.34'
- (6) S 41°34'44" E 147.95'



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000020640



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: AIRPORT BLVD. / 56TH AVE.

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.:	0241-031
PREPARED BY:	D.G.O.
SCALE:	N.T.S.
DATE:	JANUARY, 2012
W.O. NO.:	A6-0241

APPROVED BY: *[Signature]* DATE: 2-6-12

ATTACHMENT "3"

Item	Description	Cost
1	2 signs @ \$1,000 per unit	\$2,000
2	583 LF of chain link fencing with 3 strand barbed wire including rolling access gate @ \$20 per LF	\$11,660
3	1 asphalt driveway	Replace in kind
	Total Site Improvements	\$13,660

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