

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



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FROM: Economic Development Agency/Facilities Management and
Transportation Department

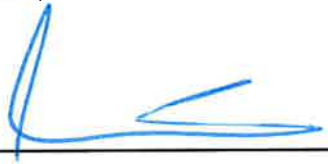
SUBMITTAL DATE:
December 18, 2012

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 0241-029, located within a portion of Assessor's Parcel Number 757-044-007;
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: | \$ 29,170 | 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
BY: 
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 
 SAMUEL WONG
 12/17/12
 Departmental Concurrence: RIGGA MUNROE
 DATE: 11/13/12

Policy Policy
 Consent Consent
 Dep'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: **3-8**

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 \$15,570 to acquire Parcel 0241-029, located within a portion of Assessor's Parcel Number 757-044-007 and \$13,600 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 train/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 757-044-007 from Juan Manuel Martinez (Martinez) for the price of \$15,570. There are costs of \$13,600 associated with this transaction. Martinez will execute a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 757-044-007 referenced as Parcel 0241-029.

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 757-044-007:

| | |
|-------------------------------------|-----------|
| Acquisition: | \$ 15,570 |
| Estimated Title and Escrow Charges: | \$ 1,500 |
| Preliminary Title Report | \$ 400 |
| County Appraisal: | \$ 5,700 |
| EDA/FM Real Property Staff Time: | \$ 6,000 |
| Total Estimated Acquisition Costs: | \$ 29,170 |

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.

Attachments:
Right of Way Acquisition Agreement

1 PROJECT: AIRPORT BOULEVARD GRADE
2 SEPARATION

3 PARCEL(S): 0241-029

4 APN(S): 757-044-007 (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 JUAN MANUEL MARTINEZ, an unmarried man, ("Grantor"). County
10 and Grantor are sometimes collectively referred to as "Parties".

11
12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located at 56051 Orange
14 Street in the unincorporated community of Thermal, County of Riverside, State of
15 California, as depicted on the Plat Map identified as Attachment "1", attached hereto
16 and made a part hereof. The real property consisting of 2.84 acres of land and is also
17 known as Assessor's Parcel Number: 757-044-007 ("Property"); 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
20 of constructing the Airport Boulevard Grade Separation Project ("Project") as follows: a
21 Grant Deed in favor of the County of Riverside referenced as Parcel 0241-029 and
22 described on Attachment "2" attached hereto and made a part hereof; pursuant to the
23 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;

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 Fifteen Thousand Five Hundred Seventy Dollars
8 (\$15,570) ("Purchase Price"), which is specifically agreed by the Parties to be the full
9 amount of compensation due and owing to Grantor for the ROW, conveyed by said
10 deed(s), when title to said ROW vests in County free and clear of all liens,
11 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
12 encumbrances and easements which, in the sole discretion of the County, are
13 acceptable, except:

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

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

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

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

24 C. At closing or Close of Escrow, have the authority to deduct and
25 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
26 all real property taxes, bonds, and assessments in the following manner:
27
28

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

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

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

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

14 E. Pay Grantor for Items 1, 2, and 3 listed in Attachment "3". The
15 amount is included in Paragraph 1B above.

16 2. Grantor shall:

17 A. Execute and acknowledge and will deliver to Monica Tlaxcala,
18 Real Property Agent for the County or to the designated escrow company, a Grant
19 Deed in favor of the County dated _____ identified as Parcel Number 0241-029.

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

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

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

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

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

27 5. The performance of this Agreement constitutes the entire consideration
28 for the acquisition of the property under this Agreement and shall relieve the County of

1 all further obligations or claims on account of the acquisition of the property referred to
2 herein or an account of the location, grade or construction of the proposed public
3 improvement.

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

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

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

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

20 10. Grantor, (his/her/its/their) assigns and successors in interest shall be
21 bound by all the terms and conditions contained in this Agreement, and all the parties
22 thereto shall be jointly and severally liable thereunder.

23 11. This Agreement may be signed in counterpart or duplicate copies, and
24 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
25 purposes.

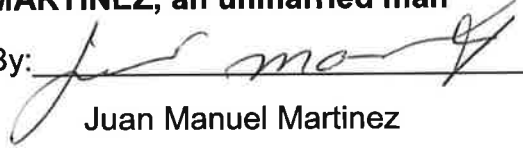
26 (SIGNATURES ON NEXT PAGE)
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In Witness Whereof, the Parties have executed this Agreement the day and year below written.

Dated: 10-29-12

GRANTOR: JUAN MANUEL MARTINEZ, an unmarried man

By: 
Juan Manuel Martinez


COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
John J. Benoit, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Patricia Munroe
Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

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ATTACHMENT "2"
Parcel No. 0241-029
Legal Description and Plat Map

EXHIBIT "A"
LEGAL DESCRIPTION
0241-029

BEING A PORTION OF LOTS 6 AND 7 INCLUSIVE, TOGETHER WITH, THAT PORTION OF A 15.00 FOOT STRIP OF LAND ADJACENT TO LOTS 6 AND 7, OF BLOCK 8 OF MAP OF THERMAL TOWNSITE ON FILE IN BOOK 4 PAGE 78 RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH, THOSE PORTIONS OF THAT CERTAIN RIGHT-OF-WAY, AS VACATED BY BOARD RESOLUTION DATED 8/7/1944 PURSUANT TO SUPERVISOR MINUTES IN BOOK 35 PAGE 8, AND BOARD RESOLUTION DATED 4/14/1947 PURSUANT TO SUPERVISOR MINUTES IN BOOK 38 PAGE 385, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 22, BEING INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD FORMALLY (CALIFORNIA STREET), (30.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF ORANGE STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON SAID MAP OF THERMAL TOWNSITE;

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY PROLONGATION LINE OF THE WESTERLY RIGHT-OF-WAY OF SAID ORANGE STREET;

THENCE S 00°04'31" E ALONG SAID NORTHERLY PROLONGATION LINE, A DISTANCE OF 30.00 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID LOT 7, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORANGE STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AND THE **TRUE POINT OF BEGINNING**;

THENCE S 00°04'31" E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORANGE STREET, A DISTANCE OF 39.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 7068.86 FEET AND AN INITIAL RADIAL BEARING OF N 00°06'11" W;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°48'30," AN ARC DISTANCE OF 223.10 TO THE CENTERLINE OF SAID 15.00 FOOT STRIP OF LAND;

THENCE N 44°56'21" E ALONG SAID CENTERLINE, A DISTANCE OF 49.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD;

THENCE N 89°49'04" E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 187.92 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,785 SQUARE FEET, OR 0.179 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 1.000020640 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: 2-14-12



SURVEY NOTES

EXHIBIT "B"

SECTION 15

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



R/W PER MB 4/78



55' R/W PER INST
21880 REC.
02/03/1983

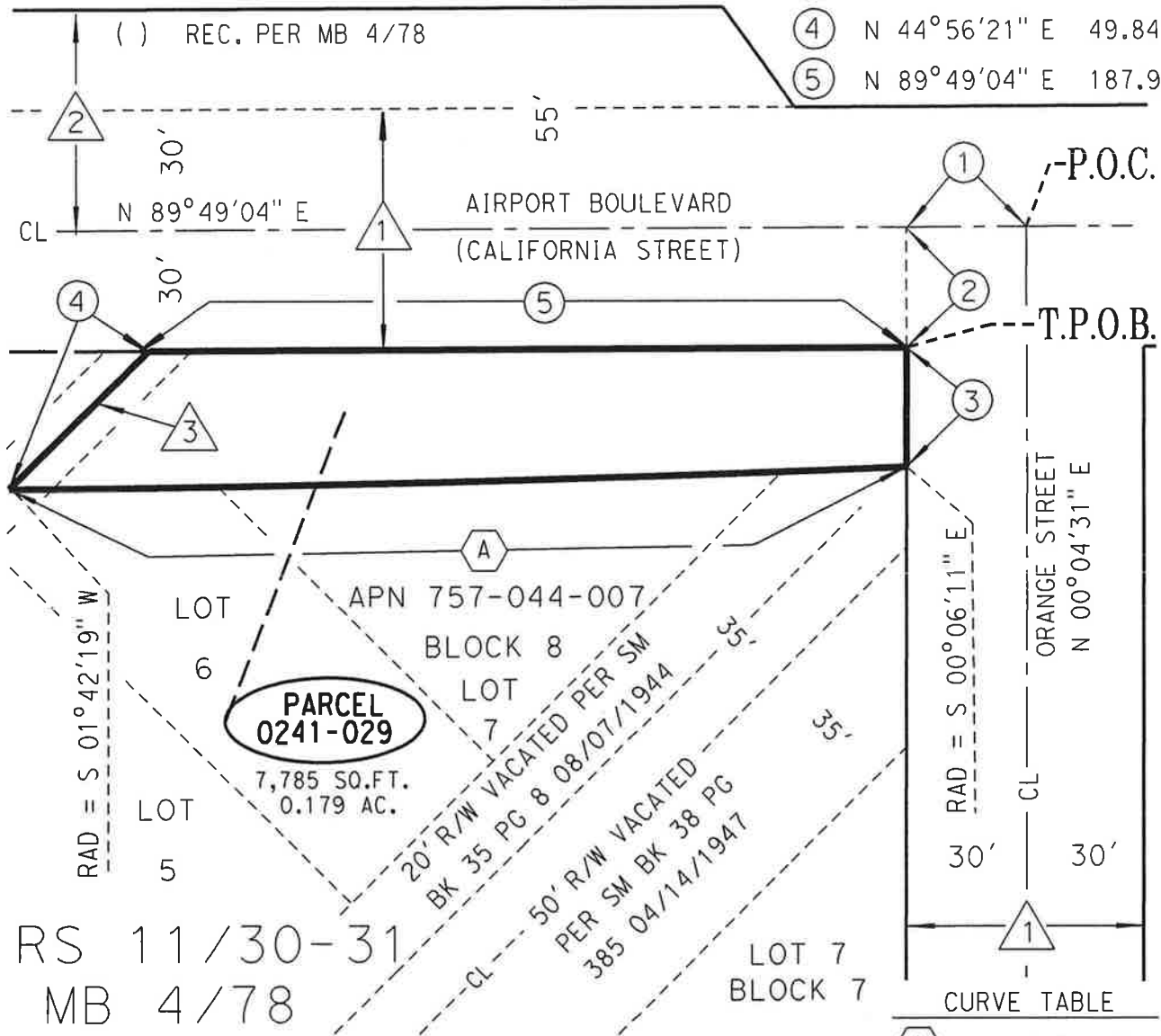


CL 15' R/W DEDICATED,
NOT ACCEPTED PER MB 4/78

LINE TABLE

| | | |
|---|---------------|---------|
| ① | S 89°49'04" W | 30.00' |
| ② | S 00°04'31" E | 30.00' |
| ③ | S 00°04'31" E | 39.00' |
| ④ | N 44°56'21" E | 49.84' |
| ⑤ | N 89°49'04" E | 187.92' |

() REC. PER MB 4/78



CURVE TABLE

| | |
|---|---------------|
| Ⓐ | D = 01°48'30" |
| | R = 7068.86' |
| | L = 223.10' |
| | T = 111.56' |

RS 11/30-31
MB 4/78

PARCEL 0241-029
7,785 SQ.FT.
0.179 AC.

20' R/W VACATED PER SM
BK 35 PG 8 08/07/1944

50' R/W VACATED
PER SM BK 38 PG
385 04/14/1947



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.: | 0241-029 |
| PREPARED BY: | D.G.O. |
| SCALE: | N.T.S. |
| DATE: | FEBRUARY, 2012 |
| W.O. NO.: | A6-0241 |

APPROVED BY: *[Signature]* DATE: 2-14-12

ATTACHMENT "3"

| Item | Description | Cost |
|------|--|---------|
| 1 | 1, 72" box tree | \$1,500 |
| 2 | 177 LF hex fencing with metal posts @ 6.00 PLF | \$1,062 |
| 3 | 89 LF of chain link fencing with top rail and 3 strand barb wire, including access gate @ \$20 PLF | \$1,780 |
| | Total Site Improvements | \$4,342 |

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