

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



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
May 9, 2013

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 0241-022A, within a portion of Assessor's Parcel Number 763-310-014;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)

**Patricia Romo
Assistant Director of Transportation**

Patricia Romo

Robert Field

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 33,942	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: Jennifer L. Sargent

- Dep't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy: Policy
- Policy: Policy

2013 MAY 10 PM 1:40
OFFICE OF THE COUNTY CLERK
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: 3.5 of 02/01/11; 4.1 of 02/01/11; 3.20 of 11/20/12; 9.3 of 12/18/12 | **District:** 4/4 | **Agenda Number:** 3-10

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: PATRICIA MUNROE
 DATE: 4/26/13
 Departmental Concurrent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 5/8/13
 SAMUEL WONG

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 \$19,842 to acquire Parcel 0241-022A, within a portion of Assessor's Parcel Number 763-310-014 and \$14,100 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposed 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 construction an overcrossing structure that will span the tracks at Grapefruit Boulevard (State Highway 111) and 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 763-310-014 from the Honzel Development, LLC (Honzel) for the price of \$19,842. There are costs of \$14,100 associated with this transaction. Honzel will execute an Easement Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 763-310-014 referenced as Parcel 0241-022A.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 763-310-014:

Acquisition:	\$19,842
Estimated Title and Escrow Charges:	\$ 2,000
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 5,700
EDA/FM Real Property Staff Time:	\$ 6,000
Total Estimated Acquisition Costs:	\$33,942

(Continued)

FINANCIAL DATA: (Continued)

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

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PROJECT: AIRPORT BOULEVARD GRADE
SEPARATION PROJECT
PARCEL: 0241-022A
APN: 763-310-014 (PORTION)

RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and HONZEL DEVELOPMENT LLC, an Oregon limited liability company, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

RECITALS

WHEREAS, Grantor owns that certain real property located on Airport Boulevard in Thermal, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1", attached hereto and made a part hereof. The real property consisting of a 36.60 acres of land with an approved tentative parcel map (PM 34159) and is also known as Assessor's Parcel Number: 763-310-014 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desires to purchase a portion of the easement interest for road purposes in the Property ("ROW"), for the purpose of constructing the Airport Boulevard Grade Separation Project ("Project") as follows: an Easement Deed in favor of the County referenced as Parcel 0241-022A and described on Attachment "2" attached hereto and made a part hereof, pursuant to the terms and conditions set forth herein; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Temporary Construction Access Agreement to grant County the right to temporarily use portions of the Property, as described therein, for the construction of the Project; and

///

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

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

6 1. County shall:

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

9 B. Pay to the undersigned Grantor(s) by tendering payment to the
10 Escrow Holder in the amount of Nineteen Thousand Eight Hundred and Forty-
11 Two Dollars (\$19,842) ("Purchase Price"), which is specifically agreed by the Parties to
12 be the full amount of compensation due and owing to Grantor for the ROW, conveyed
13 by said deed(s), when title to said ROW vests in County free and clear of all liens,
14 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
15 encumbrances and easements which, in the sole discretion of the County, are
16 acceptable, except:

- 17 a. Current fiscal year, including personal property tax, if any, and
18 any further assessment thereto under Chapter 3.5 of Revenue
19 and Taxation Code of the State of California.
- 20 b. Easements or rights of way of record over said land for public
21 or quasi-public utility or public street purposes, if any.
- 22 c. Any items on the Preliminary Title Report (PTR) not objected to
23 by County in a writing provided to Escrow Holder before the
24 Close of Escrow.
- 25 d. All other taxes owed whether current or delinquent are to be
26 current.
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1 C. At closing or Close of Escrow, have the authority to deduct and
2 pay from amount shown in Paragraph 1B, any amount necessary to satisfy and handle
3 all real property taxes, bonds, and assessments in the following manner:

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

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

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

13 2. Grantor shall:

14 A. Execute and acknowledge and will deliver to Stephi Villanueva,
15 Real Property Agent for the County or to the designated escrow company, an
16 Easement Deed in favor of the County dated _____ identified as Parcel Number
17 0241-022A.

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)
27
28

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

3
4 Dated: _____

5 COUNTY:
6 COUNTY OF RIVERSIDE,
7 a political subdivision of the
8 State of California

GRANTOR:
HONZEL DEVELOPMENT, LLC, an Oregon
limited liability company

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

By: Honzel Limited Partnership, an Oregon
limited partnership
Its: Sole Member

12 By: 
13 General Partner

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

17 By: _____
18 Deputy

19
20 APPROVED AS TO FORM:
21 Pamela J. Walls
22 County Counsel

23 By: 
24 Patricia Munroe
25 Deputy County Counsel

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28 MT:sl\110712\299TR\14.879 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.879.doc

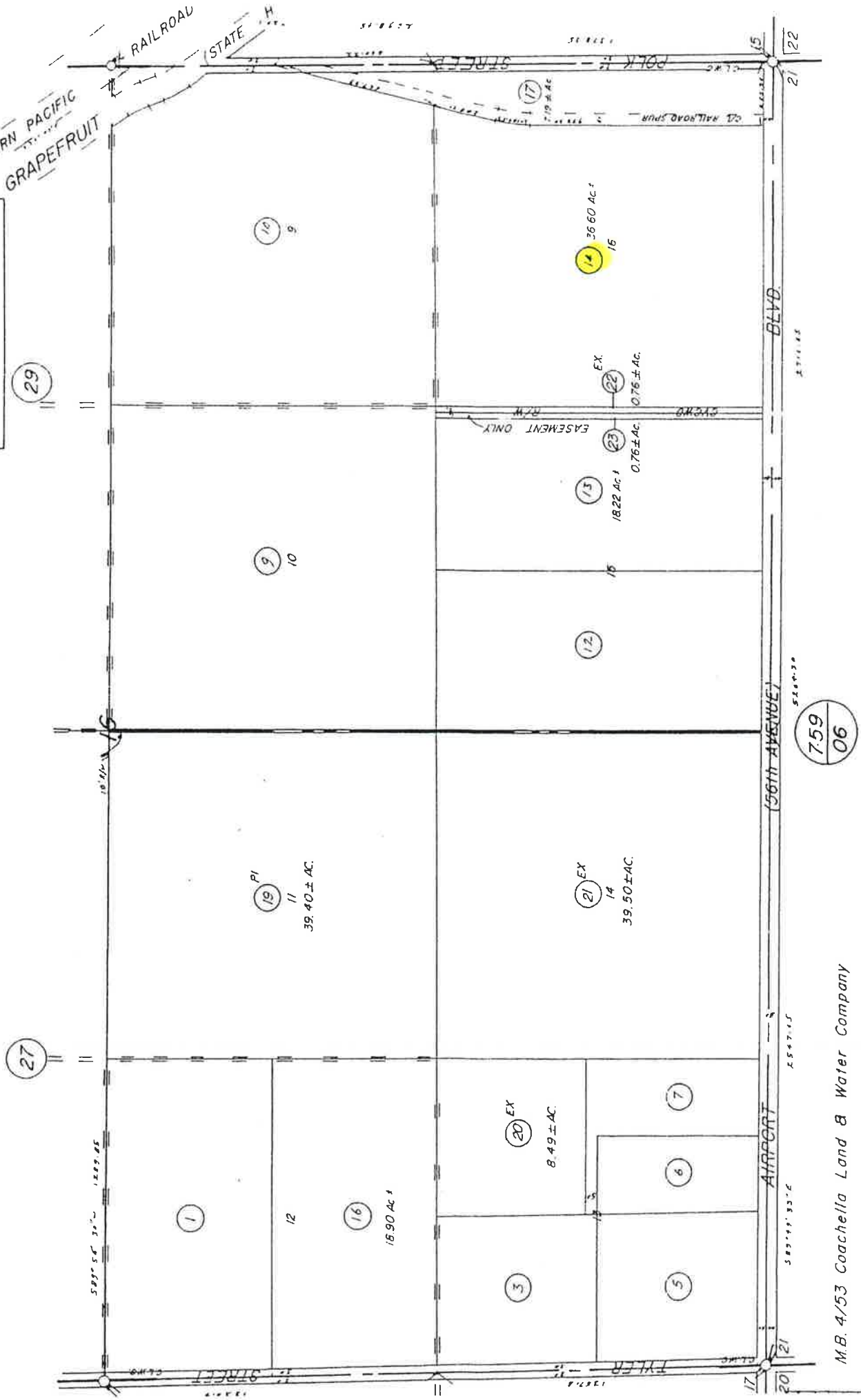
ATTACHMENT "1"
Assessor's Plat Map

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T.R.A. 058-085

S1/2 SEC. 16, T.6S, R.8E

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



M.B. 4/53 Coachella Land & Water Company

60' Rds. per inst. 32692 4/59

DATA: R/S 15/9, 15/44, 15/56, 16/9, 16/56, 40/79 R/W XI-RIV-187-F-7, S.B.E. 872-33-6

MARCH 1967

ASSESSOR'S MAP BK. 763 PG. RIVERSIDE COUNTY, CALIF.

Attachment "2"

0241-022A

Legal Description and Plat Map

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EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0241-022A

BEING A PORTION OF LOT 16 AS SHOWN BY A MAP ON FILE IN BOOK 4 PAGE 53, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (FORMERLY 56TH AVENUE) AND THE CENTERLINE OF POLK STREET, AS SHOWN BY A MAP ENTITLED "ALDERMAN ACRES TRACT" ON FILE IN BOOK 22, PAGES 20 AND 21, RECORDS OF SAID RECORDER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SECTION 16;

THENCE N 89°53'11" W ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 252.44 FEET;

THENCE N 00°06'49" E, A DISTANCE OF 30.00 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 56, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 15, PAGE 56, RECORDS OF SAID RECORDER;

THENCE N 00°01'30" W ALONG THE WESTERLY LINE OF SAID PARCEL 56, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AS DESCRIBED IN BOOK 1837, PAGE 162, RECORDED DECEMBER 22, 1955, OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°53'11" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 625.65 FEET;

THENCE N 00°06'49" E, A DISTANCE OF 36.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 76.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF AIRPORT BOULEVARD;

THENCE S 89°53'11" E ALONG SAID PARALLEL LINE, A DISTANCE OF 625.56 FEET TO SAID WESTERLY LINE OF PARCEL 56;

THENCE S 00°01'30" E ALONG SAID WESTERLY LINE, A DISTANCE OF 36.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 22,522 SQUARE FEET, OR 0.517 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.

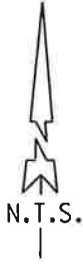
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 2/25/2013



EXHIBIT "B"



LOT 16
MB 4/53

SECTION 16
T.6S., R.8E., S.B.M.

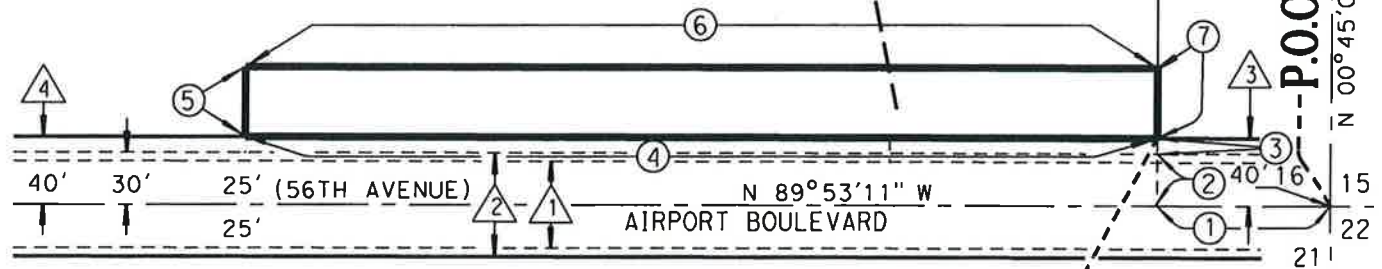
APN 763-310-014

PARCEL
0241-022A
22,522 SQ.FT.
0.517 AC.

WEST LINE OF
PARCEL 56
PER RS 15/56

UPRR

PARCEL 56
RS 15/56



SURVEY NOTES

- () REC. PER MB 22/20-21
- ① 50' R/W PER MB 4/53 REC. 06/23/1902
- ② 60' R/W PER O.R. BK 2454 PG. 65 REC. 04/17/1959
- ③ 40' R/W PER OR BK 1837 PG 162 REC. 12/22/55
- ④ 40' R/W PER OR BK 1794 PG 361-362 REC. 9/16/55

LINE TABLE

- ① N 89°53'11" W 252.44'
- ② N 00°06'49" E 30.00'
- ③ N 00°01'30" W 10.00'
- ④ N 89°53'11" W 625.65'
- ⑤ N 00°06'49" E 36.00'
- ⑥ S 89°53'11" E 625.56'
- ⑦ S 00°01'30" E 36.00'

T.P.O.B.

RS 16/9

MB 4/53
PARCEL 1

P.O.C. N 00°45'09" W
N 00°05'46" E
CL POLK STREET

UPRR



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.

APPROVED BY: *Timothy F. Rayburn* DATE: 2/25/2013

PAR. NO.: 0241-022A

PREPARED BY: D.G.O.

SCALE: N.T.S.

DATE: FEBRUARY, 2013

W.O. NO.: A6-0241

SHEET 1 OF 1