

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 8/18/14

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

444A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
 September 11, 2014

SUBJECT: Right of Way Acquisition Agreement for the Machado Street Sidewalk Project; District 1/District 1; [\$8,400]; Safe Routes to School – State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcels 0134-002 and 0134-004, located on a portion of Assessor's Parcel Number 379-045-017;
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;

(Continued)

Departmental Concurrence

Patricia Romo
 Patricia Romo Assistant Director of Transportation, for Juan C. Perez Director of Transportation and Land Management

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 8,400	\$ 0	\$ 8,400	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Safe Routes to School – State Funds 100%
Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
 BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez

- A-30
- 4/5 Vote
- Positions Added
- Change Order

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the amount of \$1,000 for the permanent easement identified as Parcels 0134-002 and 0134-004, located within a portion of Assessor's Parcel Number 379-045-017; and
5. Authorize reimbursement to EDA/FM-Real Estate Division in the amount not to exceed \$7,400 for due diligence costs and staff time.

BACKGROUND:

The Riverside County Transportation Department (RCTD) is proposing to construct a sidewalk project along Machado Street, between Tiller Avenue and approximately 200 feet north of Natalie Drive, near the Lakeside High School in the Lake Elsinore area (Project).

The Notice of Exemption was filed and posted on April 11, 2013. RCTD staff conducted a review of the Project and it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c).

The Board approved the following resolutions for the Project: 1) On April 29, 2014, Resolution No. 2014-076, Resolution Agreeing to Hear Future Resolutions of Necessity; 2) On May 6, 2014, Resolution No. 2014-077, Notice of Intention to Adopt a Resolution of Necessity and 3) On June 17, 2014, Resolution No. 2014-078, Authorizing Resolution of Necessity.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 379-045-017 with Michelle Howard (Howard) for the price of \$1,000. There are costs of \$7,400 associated with this transaction. Howard will execute an Easement Deed in favor of the County of Riverside referenced as Parcels 0134-002 and 0134-004, within Assessor's Parcel Number 379-045-017.

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

Impact on Residents and Businesses

Installation of the proposed sidewalk will reduce the potential for vehicle and pedestrian conflicts, thus improving public safety in the area.

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

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency/Facilities Management and Transportation Department
FORM 11: Right of Way Acquisition Agreement for the Machado Street Sidewalk Project; District 1/District 1;
[\$8,400]; Safe Routes to School – State Funds 100%
DATE: September 11, 2014
PAGE: 3 of 3

SUPPLEMENTAL:
Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 379-045-017:

Acquisition:	\$1,000
Estimated Title and Escrow:	500
Preliminary Title Report	400
County Appraisal	1,500
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$8,400

All costs associated with this property acquisition are fully funded by the Safe Routes to School Funds in the Transportation Department's budget for FY 2014/15. No net county costs will be incurred as a result of this transaction.

Attachments:
Right of Way Acquisition Agreement (4)

1 PROJECT: Machado Street Sidewalk

2 PARCEL(S): 0134-002 and 0134-004

3 APN: 379-045-017 (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 MICHELLE HOWARD ("Grantor"). County and Grantor are sometimes
9 collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located on the westerly side
12 of Machado Street in the Lake Elsinore area, County of Riverside, State of California,
13 as referenced on the Plat Map identified as Attachment "1," attached hereto and made
14 a part hereof. The real property consisting of 4,645 square feet of land, also known as
15 Assessor's Parcel Number: 379-045-017 ("Property"); and

16 WHEREAS, Grantor desire to sell to the County and the County desires to
17 purchase a portion of the Property ("ROW"), for the purpose of constructing sidewalk
18 improvements for the Machado Street Sidewalk Project ("Project") as follows: a
19 permanent easement in favor of the County of Riverside for road and utility purposes
20 referenced as Parcels 0134-002 and 0134-004 and described on Attachment "2,"
21 attached hereto and made a part hereof; pursuant to the terms and conditions set forth
22 herein; and

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

26 ///

27 ///

28 ///

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

3 **ARTICLE 1. AGREEMENT**

4 1. Recitals. All the above recitals are true and correct and by this reference
5 are incorporated herein.

6 2. Consideration. For good and valuable consideration, Grantor agrees to
7 sell and convey to the County, and the County agrees to purchase from Grantor all of
8 the Right-of-Way Property described herein, under the terms and conditions set forth in
9 this Agreement. The full consideration for the Right-of-Way Property consists of the
10 purchase price amount for the real property interest to be acquired by the County
11 ("Purchase Price") The Purchase Price in the amount of One Thousand Dollars
12 (\$1,000) is to be distributed to Grantor in accordance with this Agreement. Grantor will
13 be responsible for any apportionment or allocation of the Purchase Price if required for
14 any separately held interests that may exist.

15 3. County Responsibilities.

16 A. Upon the mutual execution of this Agreement, County will open
17 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
18 Escrow Holder's request the Parties shall execute such additional Escrow instructions
19 as are reasonably required to consummate the transaction contemplated by this
20 Agreement and are not inconsistent with this Agreement. In the event of any conflict
21 between the terms of this Agreement and any additional Escrow instructions, the terms
22 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
23 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
24 approved by County with interest accruing for the benefit of County. The Escrow
25 Account shall remain open until all charges due and payable have been paid and
26 settled; any remaining funds shall be refunded to the County.

27 B. Upon the opening of Escrow, the County shall deposit the
28 Consideration as follows:

1 i. Purchase Price. Deposit into Escrow the Purchase Price in
2 the amount of One Thousand Dollars (\$1,000) ("Deposit").

3 C. On or before the date that Escrow is to close ("Close of Escrow"):

4 i. Closing Costs. County will deposit to Escrow Holder
5 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
6 transaction, and if title insurance is desired by County, the premium charged therefore.
7 Said escrow and recording charges shall not include documentary transfer tax as
8 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
9 Taxation Code section 11922.

10 ii. County will deposit all other such documents consistent with
11 this Agreement as are reasonably required by Escrow Holder or otherwise to close
12 Escrow.

13 D. County will authorize the Escrow Holder to close Escrow and
14 release the Deposit, in accordance with the provisions herein, to Grantor conditioned
15 only upon the satisfaction by County.

16 i. The deposit of the following documents into Escrow for
17 recordation in the Official Records of the County Recorder of Riverside County
18 ("Official Records") upon Close of Escrow:

19 a. The easement deed executed, acknowledged and
20 delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder,
21 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting
22 the portion of the Property, subject to the following:

23 1. Free and clear of all liens, encumbrances,
24 easements, leases (recorded or unrecorded), and taxes except those encumbrances
25 and easements which, in the sole discretion of the County, are acceptable, except:

26 2. Current fiscal year, including personal
27 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
28 and Taxation Code of the State of California;

1 3. Easement or right of way of record over said
2 land for public or quasi-public utility or public street purposes, if any;

3 4. Any items on the Preliminary Title Report
4 (PTR) not objected to by County in a writing provided to Escrow Holder before the
5 Close of Escrow;

6 5. Any other taxes owed whether current or
7 delinquent are to be made current .

8 E. At closing or Close of Escrow, County is authorized to deduct and
9 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
10 real property taxes, bonds, and assessments in the following manner:

11 a. All real property taxes shall be prorated, paid, and canceled
12 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

13 b. Pay any unpaid liens or taxes together with penalties, cost
14 and interest thereon, and any bonds or assessments that are due on the date title is
15 transferred.

16 F. County shall direct Escrow Holder to disburse purchase price
17 minus any and all charges due upon Close of Escrow in accordance with the escrow
18 instructions contained in this Agreement.

19 G. County shall, at its sole cost, relocate or replace in kind the chain
20 link fencing.

21 4. Grantor Responsibilities.

22 A. Execute and acknowledge the Easement Deed in favor of the
23 County of Riverside for road and utility purposes dated _____ identified as
24 Parcel Numbers 0134-002 and 0134-004; and deliver deed to Yolanda King, Real
25 Property Agent for the County or to the Escrow Holder.

26 B. Grantor shall indemnify, defend, protect, and hold the County of
27 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
28 Supervisors, elected and appointed officials, employees, agents, representatives,

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

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

25 ARTICLE II. MISCELLANEOUS

26 1. It is mutually understood and agreed by and between the Parties hereto
27 that the right of possession and use of the subject property by County, including the
28 right to remove and dispose of improvements, shall commence upon the execution of

1 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
2 payment for such possession and use.

3 2. This Agreement embodies all of the considerations agreed upon between
4 the County and Grantor. This Agreement was obtained without coercion, promises
5 other than those provided herein, or threats of any kind whatsoever by or to either
6 party.

7 3. The performance of this Agreement constitutes the entire consideration
8 for the acquisition of the Property and shall relieve the County of all further obligations
9 or claims pertaining to the acquisition of the Property or pertaining to the location,
10 grade or construction of the proposed public improvement.

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

14 5. This Agreement shall not be changed, modified, or amended except upon
15 the written consent of the Parties hereto.

16 6. This Agreement is the result of negotiations between the Parties and is
17 intended by the Parties to be a final expression of their understanding with respect to
18 the matters herein contained. This Agreement supersedes any and all other prior
19 agreements and understandings, oral or written, in connection therewith. No provision
20 contained herein shall be construed against the County solely because it prepared this
21 Agreement in its executed form.

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

1 8. Grantor and its assigns and successors in interest shall be bound by all
2 the terms and conditions contained in this Agreement, and all the Parties thereto shall
3 be jointly and severally liable thereunder.

4 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 9. This Agreement may be signed in counterpart or duplicate copies, and
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
3 purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6
7 Dated: _____

8 COUNTY OF RIVERSIDE

GRANTOR:

MICHELLE HOWARD

9
10 By: _____

By:  _____

11 Jeff Stone, Chairman
12 Board of Supervisors

Michelle Howard

13 ATTEST:

14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: _____

Deputy

17
18 APPROVED AS TO FORM:

19 Gregory P. Priamos, County Counsel

20
21 By:  _____

22 Patricia Munroe
23 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

ATTACHMENT "2"

Legal Descriptions and Plat Maps

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
0134-002

That portion of Lot 5 of a Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, as shown by map on file in Book 9 of Maps at Page 29, thereof, Records of Riverside County, California, located in Section 10, Township 6 South, Range 5 West of the County of Riverside, State of California, said portion being described as follows:

The northeasterly 10.00 feet of the southeasterly 14.00 feet of said Lot 5, said southeasterly 14.00 feet being measured along a line 30.00 feet northwesterly of, as measured at a right angle, to the centerline of Machado Street as shown by said Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch.

Containing 141 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION


Andrew Y. Orocco, L.S. 5491

8/14/13
Date



Prepared by: KM
Checked by: AYO

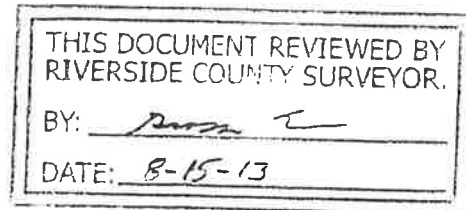


EXHIBIT "B"
PUBLIC ROAD AND
UTILITY EASEMENT
0134-002

COUNTY OF RIVERSIDE

20' PER DEED RECORDED
 JAN. 21, 1988 AS INST.
 NO. 16726, O.R.



GRAND AVENUE

POR. LOT 5
 M.B. 9/29

POR. LOT 6
 N52°58'30"W

MB 48/11-12
 LOT 25

COMMON LINE
 LOT 5/6

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *[Signature]*
 DATE: 8-15-13

0134-002

10'

14'

1919.50'

141 S.F.

30' R/W

30' R/W



MACHADO STREET

RIGHT-OF-WAY ADOPTED BY BOARD
 RESOLUTION DATED MAY 3, 1948 PURSUANT
 TO SUPERVISORS MINUTES BOOK 40, PAGE 239

CITY LIMITS
 CITY OF LAKE ELSINORE

RANCHO LA LAGUNA
 SEC. 10, T6S, R5W

ALBERT A.
WEBB
 ASSOCIATES

COUNTY OF RIVERSIDE

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED
 DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
 13-0032

SCALE: 1"=20'
 DRWN BY KM DATE 8-14-13
 CHKD BY AKJ DATE 8-14-13

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
0134-004

That portion of Lot 6 of a Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch, as shown by map on file in Book 9 of Maps at Page 29, thereof, Records of Riverside County, California, located in Section 10, Township 6 South, Range 5 West of the County of Riverside, State of California, said portion being described as follows:

The southwesterly 10.00 feet of the southeasterly 14.00 feet of said Lot 6, said southeasterly 14.00 feet being measured along a line 30.00 feet northwesterly of, as measured at a right angle, to the centerline of Machado Street as shown by said Subdivision of Lots 1 and 2, Irish-Ledlie Tract, Block "B", La Laguna Ranch.

Containing 141 square feet, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION


Andrew Y. Oroscio, L.S. 5491

8/14/13
Date



Prepared by: KM
Checked by: AYO

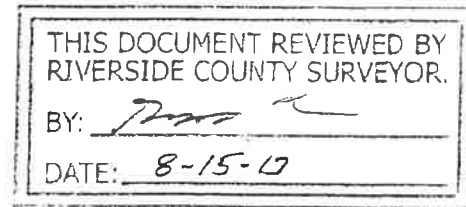


EXHIBIT "B"
PUBLIC ROAD AND
UTILITY EASEMENT
0134-004

COUNTY OF RIVERSIDE

20' PER DEED RECORDED
 JAN. 21, 1988 AS INST.
 NO. 16726, O.R.

GRAND AVENUE

POR. LOT 5
M.B. 9/29

POR. LOT 5
N52°58'30"W

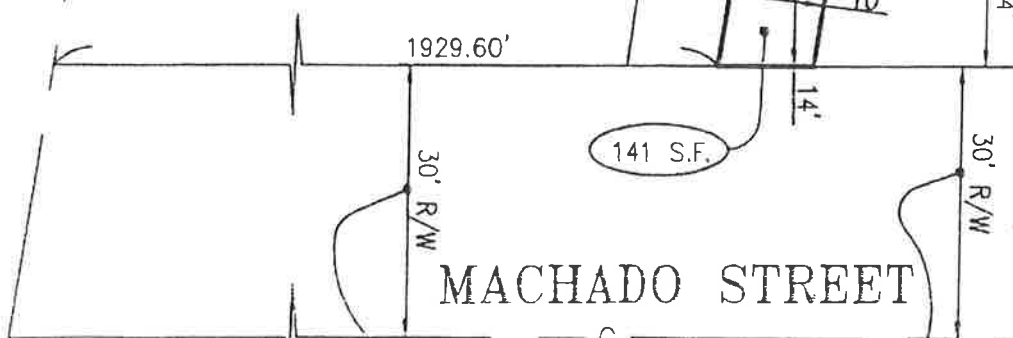
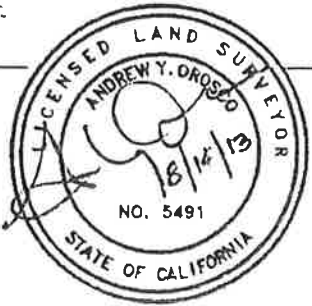
POR. LOT 6

MB 48/11-12
LOT 25

COMMON LINE
 LOT 5/6

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: [Signature]
 DATE: 8-15-13

0134-004



MACHADO STREET

RIGHT-OF-WAY ADOPTED BY BOARD
 RESOLUTION DATED MAY 3, 1948 PURSUANT
 TO SUPERVISORS MINUTES BOOK 40, PAGE 239

CITY LIMITS
 CITY OF LAKE ELSINORE

RANCHO LA LAGUNA
 SEC. 10, T6S, R5W

ALBERT A.
WEBB
ASSOCIATES

COUNTY OF RIVERSIDE

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
 13-0032

SCALE: 1"=20'
 DRWN BY KM DATE 8-14-13
 CHKD BY AY DATE 8-14-13

ATTACHMENT "3"
Form of Easement Deed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 400
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

YK:mr/121313/424TR/16.549

(Space above this line for Recorder's use)

PROJECT: Machado Street Sidewalk
PARCELS: 0134-002 and 0134-004
APN: 379-045-017 (portion)

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

MICHELLE HOWARD

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

Dated: 1-18-14

MICHELLE HOWARD

By: 
Michelle Howard