

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY: Samuel Wong 4/27/10  
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
BY: Cynthia M. Gunzel 4/19/10  
DATE: 4/19/10  
CYNTHIA M. GUNZEL

Dep't Recomm.: ☐ Consent ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Policy

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

132  
A



**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**  
May 6, 2010

**SUBJECT:** Acquisition Agreement for the State Route 79 (Winchester) Road Widening Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcel 21116-1 within a portion of Assessor's Parcel Number 480-040-028 and authorize the Chairman of the Board to execute this document on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction;

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$63,550	<b>In Current Year Budget:</b>	No
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	Yes
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	09/10
<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee 100%			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
			<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

County Executive Office Signature

Jennifer Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: May 18, 2010  
xc: EDA, Transp., Auditor, EO

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 3.14 of 3/24/2009

District: 3

Agenda Number:

3.28

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/2010 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$45,000 to purchase Parcel 21116-1 within Assessor's Parcel Number 480-040-028 and \$18,550 to pay all related transaction costs.

**BACKGROUND:**

Winchester Road (SR-79) is one of the key north-south corridors in Southwest Riverside County. Due to significant regional and local growth, a project to widen SR-79 from Thompson Road to Domenigoni Parkway has been proposed. The project would widen this section of SR-79 from two to four lanes in accordance with the Memorandum of Understanding between the State of California Department of Transportation (Caltrans), the County of Riverside Transportation Department, and the City of Murrieta adopted on June 15, 2004, which will address the traffic needs of the area, enhance interregional travel, relieve traffic congestion, improve traffic safety, and reduce response time for emergency service vehicles. The stretch of SR-79 between Thompson Road and Pourroy Road has already been widened to four lanes, but property is being acquired within this stretch in order to complete grading and drainage work. The need for improving SR-79 is a major priority for Supervisor Stone and the need has been recognized by Riverside County Transportation Department, the City of Murrieta, the City of Temecula and Caltrans.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 480-040-028 from Hong Kong, Incorporated for a price of \$45,000. There are costs of \$18,550 associated with this transaction. Hong Kong, Incorporated will execute a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Number 480-040-028, referencing Parcel 21116-1.

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 acquisition of a portion of Assessor's Parcel Number 480-040-028:

Acquisition:	\$ 45,000
Estimated Title and Escrow Charges:	\$ 1,300
Preliminary Title Report:	\$ 250
County's Appraisal:	\$ 8,000
Owner's Appraisal:	\$ 5,000
Acquisition Administration:	\$ 4,000
Total Estimated Acquisition Costs:	\$ 63,550

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisals) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. 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 2009/10. Thus, no net county cost will be incurred as a result of this transaction.

## **SCHEDULE A**

### **Increase Estimated Revenues:**

10000-7200400000-778280	Interfund-Reimb for Service	\$13,250
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### **Increase Appropriations:**

10000-7200400000-525400	Title Company Services	\$ 250
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10000-7200400000-524550	Appraisal Services	\$13,000
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PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD  
WIDENING  
PARCEL: 21116-1  
APN: 480-040-028 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and HONG KONG, INCORPORATED, A FLORIDA CORPORATION, herein called "Grantor".

Grantor has executed 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 State of California dated Sept. 2, 2010, identifying a portion of Assessor's Parcel Number 480-040-028, referenced as Parcel 21116-1 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Forty Five Thousand Dollars (\$45,000) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

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

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local

1 laws relating to such materials or substances. For the purpose of this agreement, such  
2 materials or substances shall include without limitation hazardous substances, hazardous  
3 materials, or toxic substances as defined in the Comprehensive Environmental Response,  
4 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the  
5 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource  
Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances  
defined as hazardous wastes in Section 25117 of the California Health and Safety Code or  
hazardous substances in Section 25316 of the California Health and Safety Code; and in the  
regulations adopted in publications promulgated pursuant to said laws.

6 B. Be obligated hereunder to include without limitation, and  
7 whether foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-  
8 up, detoxification, or decontamination of the parcel, and the preparation and implementation  
9 of any closure, remedial action, or other required plans in connection therewith, and such  
obligation shall continue until the parcel has been rendered in compliance with applicable  
federal, state, and local laws, statutes, ordinances, regulations, and rules.

10 3. Any and all moneys payable under this contract, up to and including the  
11 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded  
12 January 15, 2003, as Instrument No. 2003-028785, Official Records of Riverside County,  
13 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary  
14 to provide a partial reconveyance as Assessor's Parcel Number 480-040-028, and to furnish  
15 Grantor with good and sufficient receipt showing said moneys credited against the  
16 indebtedness secured by said Deed of Trust.

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

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

24 5. Grantor hereby agrees and consents to the dismissal of any  
25 condemnation action which has been or may commenced by County in the Superior Court of  
Riverside County to condemn said land, and waives any and all claim to money that has been  
or may be deposited in court in such case or to damages by reason of the filing of such  
action.

6. The performance by the County of its obligations under this agreement  
shall relieve the County of any and all further obligations or claims on account of the  
acquisition of the property referred to herein or on account of the location, grade, or  
construction of the proposed public improvement.

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

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1           8. This agreement is the result of negotiations between the parties and is  
2 intended by the parties to be a final expression of their understanding with respect to the  
3 matters herein contained. This agreement supersedes any and all other prior agreements and  
4 understandings, oral or written, in connection therewith. No provision contained herein shall  
5 be construed against the County solely because it prepared this agreement in its executed  
6 form.

7           9. Grantor, their assigns and successors in interest, shall be bound by all  
8 the terms and conditions contained in this agreement, and all the parties thereto shall be  
9 jointly and severally liable thereunder.

10 Dated: 8 April 2010

**GRANTOR:**

**Hong Kong, Incorporated, a Florida Corporation**

11 By:   
12 **JAMES CHIT CHAN**

13 Its: President

**COUNTY OF RIVERSIDE**

14 **ATTEST:**

15 Kecia Harper-Ihem  
16 Clerk to the Board

17 By:   
18 Marion Ashley, Chairman  
19 Board of Supervisors

20 By:   
21 Deputy

22 **APPROVED AS TO FORM:**

23 Pamela J. Walls  
24 County Counsel

25 By:   
Cynthia M. Gunzel  
Deputy County Counsel

LGH:jw  
03/29/09  
218TR  
12.940

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 15223, ON FILE IN BOOK 86, PAGE 80, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER NORTHWESTERLY HALF-WIDTH), AND JEAN NICHOLAS ROAD (9.143 METER NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°52'51" W ALONG THE CENTERLINE OF SAID JEAN NICHOLAS ROAD, A DISTANCE OF 17.201 METERS;

THENCE N 00°07'09" W, A DISTANCE OF 9.143 METERS TO AN ANGLE POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID JEAN NICHOLAS ROAD AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°52'51" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.850 METERS TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

(COURSE "A") THENCE N 36°03'34" E, PARALLEL WITH AND 28.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 215.343 METERS;

(COURSE "B") THENCE S 53°56'26" E, A DISTANCE OF 11.277 METERS TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79 AS SHOWN ON SAID PARCEL MAP;

THENCE S 36°03'34" W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, A DISTANCE OF 202.775 METERS TO AN ANGLE POINT THEREIN;

THENCE S 58°17'24" W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 6.658 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,376.5 SQUARE METERS, 25,580 SQUARE FEET, OR 0.587 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY OVER AND ACROSS COURSES "(A)" AND "(B)", HEREINABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP 16.01-21116 (21116-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

*Timothy F. Rayburn*

7/21/09





# EXHIBIT "B"

08-RIV-79-KP 16.01-21116 (21116-1)

## SECTION 29

T.6S., R.2W., S.B.M.



APN 480-040-028

GRANT DEED  
INST.NO. 28784.  
REC. 1-15-2003

PM 15223  
PM 86/80  
PCL 4

**21116-1**

2,376.5 SQ. M  
25,580 SQ. FT.  
0.587 AC.

### LINE DATA

- ① S 89°52'51" W - 17.201
- ② N 00°07'09" W - 9.143
- ③ S 89°52'51" W - 10.850
- ④ S 53°56'26" E - 11.277
- ⑤ S 58°17'24" W - 6.658

(LOT "A") PER  
PM 86/80

(COURSE "B")

④

PM 9506  
PM 41/8-9  
PCL 4

30.477 R/W PER  
O.R. 1075/10,  
REC. 5-10-1949

T.P.O.B.

LOT "C"

C/L N 89°52'51" E

JEAN NICHOLAS ROAD

P.O.C.

### NOTE:

INDICATES RESTRICTED ACCESS



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: STATE ROUTE 79

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: *7/01/09*

PAR. NO.: 21116-1

PREPARED BY: N.J.C.

SCALE: N.T.S.

DATE: JULY, 2009

W.O. NO.: B4-0527

SHEET 1 OF 1