

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



307A

**FROM:** Economic Development Agency / Facilities Management and Transportation Department  
**SUBJECT:** Acquisition Agreement for the Clinton Keith Road Extension Project

**SUBMITTAL DATE:**  
April 14, 2011

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

1. Approve the attached acquisition agreement for Parcel 0472-001D and Parcel 0472-001E within a portion of Assessor's Parcel number 392-290-038 (formerly Assessor's Parcel Number 392-290-030) 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; and,

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,152	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Developer Contributions 10% and Transportation Uniform Mitigation Fee 90%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

BY:   
County Executive Office Signature Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit 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:** April 26, 2011  
**xc:** EDA, Transp., Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 3.44 of 2/7/06; 3.17 of 4/13/07; 3.21 of 3/1/08; 9.6 of 4/22/08

**District:** 3

**Agenda Number:**

**3.31**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 SAMUEL WONG  
 COUNTY CLERK  
 DEPARTMENTAL DATE  
 SYNTHIA M. GUNZEL  
 COUNTY COUNSEL  
 BY:   
 CYNTHIA M. GUNZEL

**RECOMMENDED MOTION:** (Continued)

3. Authorize and allocate the sum of \$852 to purchase Parcel 0472-001D and Parcel 0472-001E within a portion of Assessor's Parcel Number 392-290-038 (formerly Assessor's Parcel Number 392-290-030) and \$1,300 to pay all related transaction costs.

**BACKGROUND:**

The Clinton Keith Road Extension Project is proposed to be constructed as a six-lane urban arterial between Antelope Road and State Route 79 in Western Riverside County, in accordance with County General Plan Amendment (CGPA) 409, adopted December 19, 2000.

The Clinton Keith Road Extension Supplemental Environmental Impact Report No. 398 was approved by the Board of Supervisors on February 7, 2006.

On April 13, 2007, the Board of Supervisors approved Item 3.17 approving the acquisition of fee simple, slope easement, and temporary construction easement for a portion of Assessor's Parcel Number 392-290-038 (formerly APN 392-280-030) for the purpose of constructing the Clinton Keith Road Extension Project.

After April 13, 2007, it was determined that a 131 square foot portion of the 26,284 square feet of slope easement previously acquired is needed to be upgraded to a fee simple interest to accommodate the two Filterra units at the catch basin. The change of size is described below:

Property Rights	Parcel No.	Original	Revised	Change
Fee Simple	0472-001D	0 SF	65 SF	+65SF
Fee Simple	0472-001E	0 SF	66 SF	+66SF

The Economic Development Agency (EDA) has negotiated the new acquisition of the additional fee simple interests affecting the portions of Assessor's Parcel Number 392-290-038 from CK 17, LP for a purchase price of \$852. There are transactions costs of \$1,300 associated with this new transaction. CK 17, LP received compensation for the interests acquired in Item 3.17 of the April 13, 2007 Board Agenda. Escrow closed on July 17, 2007.

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 392-290-038:

Acquisition:	\$ 852
Estimated Title and Escrow Charges:	\$ 400
Preliminary Title Report:	\$ 400
Acquisition Administration:	\$ 500
Total Estimated Acquisition Costs:	\$ 2,152

While EDA will cover the costs for the due diligence service (Preliminary Title Report) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for this cost. The budget adjustment attached (Schedule A) is necessary to allow the transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the FY 2010/11 Transportation Department's budget. Thus, no net county cost will be incurred as a result of this transaction.

Attachments:

Acquisition Agreement

1 PROJECT: CLINTON KEITH ROAD EXTENSION PROJECT  
2 PARCEL(S): 0472-001D and 0472-001E  
3 APN: 392-290-038 (PORTION)  
4 (Formerly APN 392-290-030)  
5

6 **ACQUISITION AGREEMENT**  
7

8 This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL  
9 SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and CK 17, LP, A  
10 CALIFORNIA LIMITED PARTNERSHIP, herein called "Grantor".

11 Grantor has executed and will deliver to Monica Tlaxcala, Real Property Agent for the  
12 County or to the designated escrow company, a Grant Deed dated February 13, 2011, identifying  
13 a portion of Assessor's Parcel Number 392-290-038 (formerly Assessor's Parcel Number 392-  
14 290-030) referenced as Parcel 0472-001D and Parcel 0472-001E, and described on Exhibits "A"  
15 and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as  
16 follows:

17 1. The County shall

18 A. Pay to the order of Grantor the sum of Eight Hundred and Fifty Two  
19 Dollars (\$852) for the property, or interest therein, conveyed by said deed(s), when title to said  
20 property or interest vests in County free and clear of all liens, encumbrances, easements,  
21 leases (recorded or unrecorded), and taxes except those encumbrances and easements  
22 which, in the sole discretion of the County, are acceptable.

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

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

27 3. County is authorized to pay from the amount shown in Paragraph 1A herein, any  
28 unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments

1 that are due on the date title is transferred to, or possession is taken by the County, whichever  
2 first occurs.

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

5 4. Grantor shall:

6 A. Indemnify, defend, protect, and hold County, its officers, employees,  
7 agents, successors, and assigns free and harmless from and against any and all claims,  
8 liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys'  
9 fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a)  
10 the presence in, on, within, under, or about the parcel of hazardous materials, toxic  
11 substances, or hazardous substances as a result of Grantor's use, storage, or generation of  
12 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local  
13 laws relating to such materials or substances. For the purpose of this agreement, such  
14 materials or substances shall include without limitation hazardous substances, hazardous  
15 materials, or toxic substances as defined in the Comprehensive Environmental Response,  
16 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the  
17 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource  
18 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances  
19 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or  
20 hazardous substances in Section 25316 of the California Health and Safety Code; and in the  
21 regulations adopted in publications promulgated pursuant to said laws.

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

28 ///

1           5. Any and all moneys payable under this contract, and not demanded by the  
2 beneficiary under the first Deed of Trust herein above referred to, up to and including the total  
3 amount of the unpaid principal and interest on the note secured by **Deed of Trust recorded**  
4 **December 5, 2006, as Instrument No. 2006-0891851**, Official Records of Riverside County,  
5 shall upon demand be made payable to the beneficiary entitled thereunder; said beneficiary to  
6 provide a partial reconveyance as Assessor's Parcel Number 392-290-030, and to furnish  
7 Grantor with good and sufficient receipt showing said moneys credited against the  
8 indebtedness secured by said Deed of Trust.

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

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

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

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

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

26           10. This agreement is the result of negotiations between the parties and is intended  
27 by the parties to be a final expression of their understanding with respect to the matters herein  
28 contained. This agreement supersedes any and all other prior agreements and

1 understandings, oral or written, in connection therewith. No provision contained herein shall be  
2 construed against the County solely because it prepared this agreement in its executed form.

3 11. This agreement may be executed in one or more counterparts. Each shall be  
4 deemed an original and all, taken together, shall constitute one and the same instrument.

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 12. Grantor, (his/her/its/their) assigns and successors in interest, shall be bound by  
2 all the terms and conditions contained in this agreement, and all the parties thereto shall be  
3 jointly and severally liable thereunder.

4 Dated: \_\_\_\_\_

**GRANTOR:**

**CK 17, LP, A CALIFORNIA LIMITED PARTNERSHIP**

By: Beta CK, Inc.

A California Corporation

8 By:   
9 \_\_\_\_\_

Fred D. Grimes

Its: President

11 By:   
12 \_\_\_\_\_

Randy Weisser

Its: Secretary

**COUNTY OF RIVERSIDE**

15 **ATTEST:**

16 Kecia Harper-Ihem  
17 Clerk of the Board

By: \_\_\_\_\_

Bob Buster, Chairman  
Board of Supervisors

19 By: \_\_\_\_\_

Deputy

21 **APPROVED AS TO FORM:**

22 Pamela J. Walls  
23 County Counsel

24 By: \_\_\_\_\_

25 Synthia M. Gunzel  
26 Deputy County Counsel

28 MT:ad 13.759 220TR S:\Real Property\TYPING\Docs-13.500 to 13.999\13.759.doc



1           12. Grantor, (his/her/its/their) assigns and successors in interest, shall be bound by  
2 all the terms and conditions contained in this agreement, and all the parties thereto shall be  
3 jointly and severally liable thereunder.

4  
5 Dated: \_\_\_\_\_

**GRANTOR:**

6 **CK 17, LP, A CALIFORNIA LIMITED PARTNERSHIP**

By: Beta CK, Inc.

A California Corporation

7  
8  
9 By: \_\_\_\_\_

Fred D. Grimes

10 Its: President

11  
12 By: \_\_\_\_\_

Randy Weisser

13 Its: Secretary

14 **COUNTY OF RIVERSIDE**

15  
16 **ATTEST:**

Kecia Harper-Ihem  
17 Clerk of the Board

By: \_\_\_\_\_

18  
19 Bob Buster, Chairman  
20 Board of Supervisors

21  
22 By: *Yvonne Canora*  
23 Deputy

24 **APPROVED AS TO FORM:**

25 Pamela J. Walls  
26 County Counsel

27  
28 By: *Synthia M. Gunzel*  
Synthia M. Gunzel  
Deputy County Counsel

MT:ad 13.759 220TR S:\Real Property\TYPING\Docs-13.500 to 13.999\13.759.doc

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 0472-001D**

BEING A PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8231, ON FILE IN BOOK 55, PAGE 53 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER BEING ON THE NORTHERLY LINE OF LOT "B" (55.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED JULY 17, 2007, AS INSTRUMENT NUMBER 2007-0463772, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 00°09'59"W ALONG THE EAST LINE OF SAID INSTRUMENT NUMBER 2007-0463772 AND SAID PARCEL 3, A DISTANCE OF 6.00 FEET TO THE NORTHERLY LINE OF SAID INSTRUMENT NUMBER 2007-0463772, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD;

THENCE N 89°21'24" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.06 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 89°21'24"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.36 FEET;

THENCE N 78°48'12"E, A DISTANCE OF 14.62 FEET TO A LINE PARALLEL WITH AND DISTANT 64.00 FEET NORTHERLY OF THE CENTERLINE OF SAID CLINTON KEITH ROAD, SAID CENTERLINE BEING THE SOUTH LINE OF SAID SECTION 35 AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°21'24" E ALONG SAID PARALLEL LINE, A DISTANCE OF 7.21 FEET;

THENCE S 77°55'40"E, A DISTANCE OF 15.14 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 65 SQUARE FEET, OR 0.002 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 1.000099080 TO OBTAIN GROUND DISTANCE.

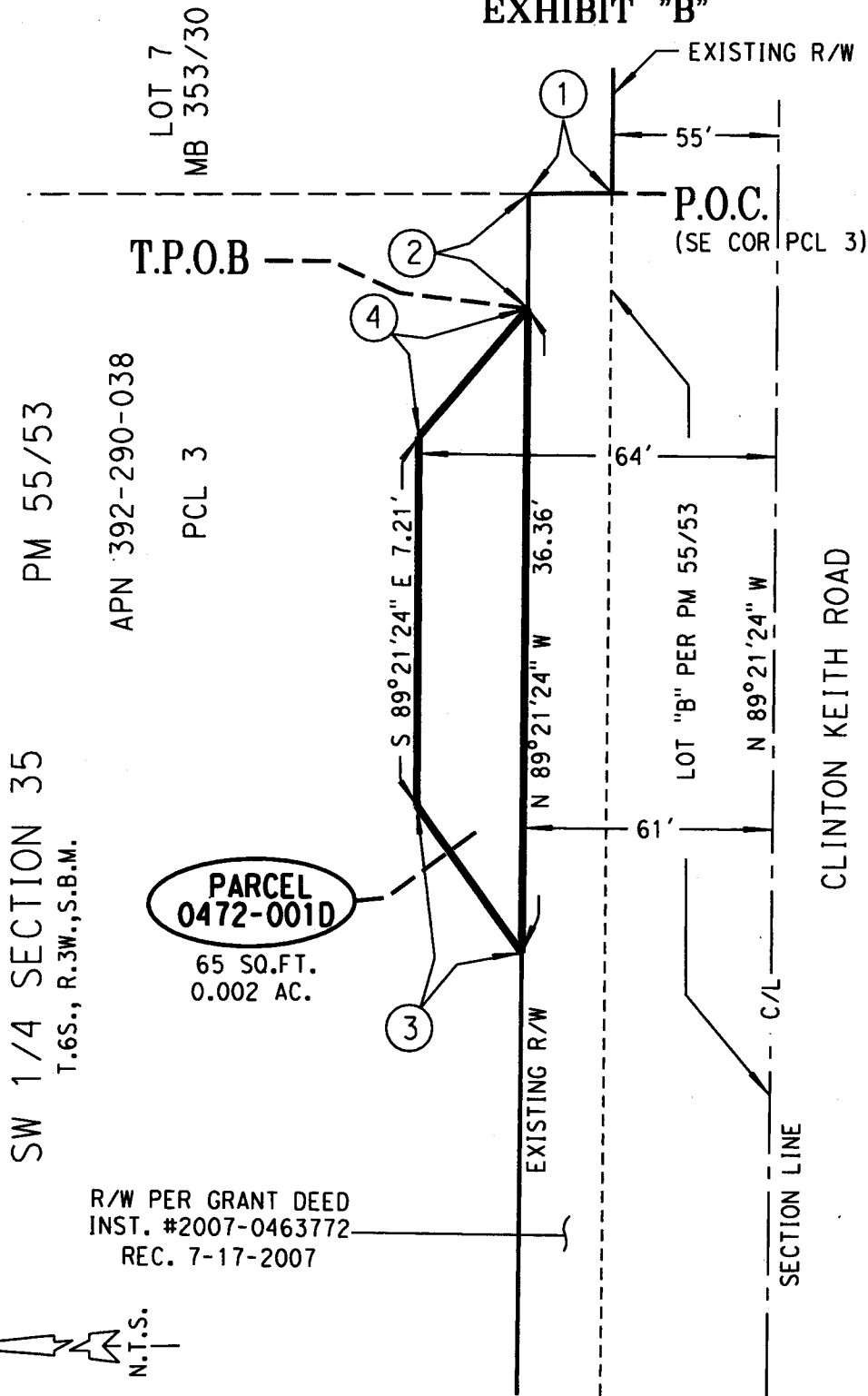
REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn  
DATE: 1/4/2011



**EXHIBIT "B"**



LINE DATA

- ① N 00°09'59" W - 6.00'
- ② N 89°21'24" W - 14.06'
- ③ N 78°48'12" E - 14.62'
- ④ S 77°55'40" E - 15.14'

SW 1/4 SECTION 35  
T.6S., R.3W., S.B.M.

PM 55/53

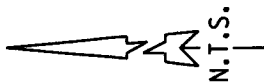
APN 392-290-038

PCL 3

**PARCEL  
0472-001D**

65 SQ.FT.  
0.002 AC.

R/W PER GRANT DEED  
INST. #2007-0463772  
REC. 7-17-2007



CLINTON KEITH ROAD

CITY OF MURRIETA

SECTION 2

T.7S., R.3W., S.B.M.



ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **CLINTON KEITH ROAD**

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: *1/4/2011*

PAR. NO.: **0472-001D**

PREPARED BY: BC<sub>III</sub>

SCALE: N.T.S.

DATE: JANUARY, 2011

W.O. NO.: B2-0472

SHEET 1 OF 1 SHEET

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 0472-001E**

BEING A PORTION OF PARCEL 3 OF PARCEL MAP NUMBER 8231, ON FILE IN BOOK 55, PAGE 53 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER BEING ON THE NORTHERLY LINE OF LOT "B" (55.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED JULY 17, 2007, AS INSTRUMENT NUMBER 2007-0463772, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 00°09'59"W ALONG THE EAST LINE OF SAID INSTRUMENT NUMBER 2007-0463772 AND SAID PARCEL 3, A DISTANCE OF 6.00 FEET TO THE NORTHERLY LINE OF SAID INSTRUMENT NUMBER 2007-0463772, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD;

THENCE N 89°21'24" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 227.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 89°21'24"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.00 FEET;

THENCE N 00°38'36"E, A DISTANCE OF 3.00 FEET TO A LINE PARALLEL WITH AND DISTANT 64.00 FEET NORTHERLY OF THE CENTERLINE OF SAID CLINTON KEITH ROAD, SAID CENTERLINE BEING THE SOUTH LINE OF SAID SECTION 35 AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°21'24" E ALONG SAID PARALLEL LINE, A DISTANCE OF 22.00 FEET;

THENCE S 00°38'36"W, A DISTANCE OF 3.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 66 SQUARE FEET, OR 0.002 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 1.000099080 TO OBTAIN GROUND DISTANCE.

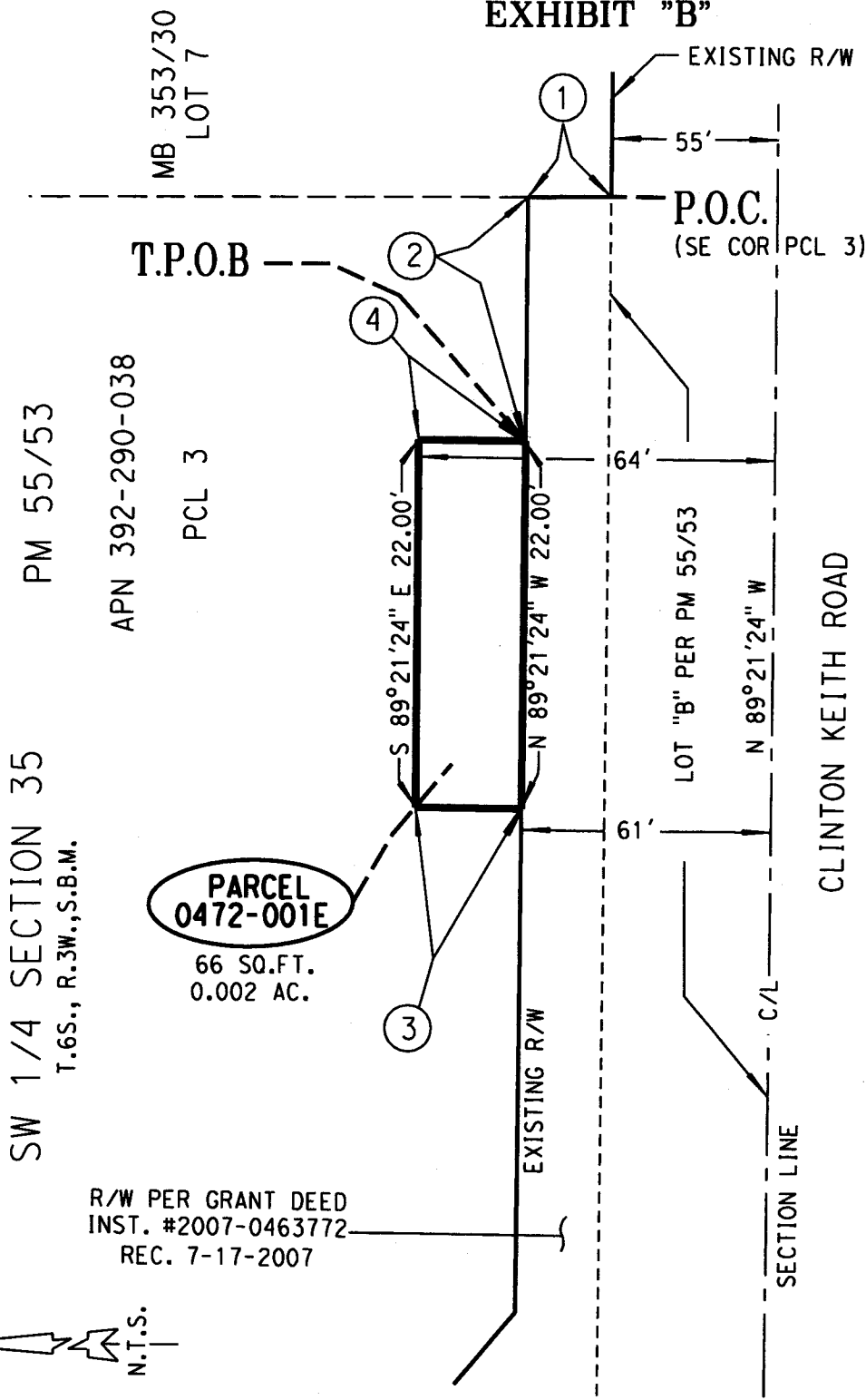
REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn  
DATE: 1/4/2011



EXHIBIT "B"



LINE DATA

- ① N 00°09'59" W - 6.00'
- ② N 89°21'24" W - 227.00'
- ③ N 00°38'36" E - 3.00'
- ④ S 00°38'36" W - 3.00'

SW 1/4 SECTION 35  
T.6S., R.3W., S.B.M.

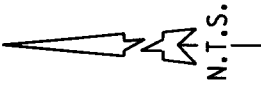
PM 55/53

APN 392-290-038

PCL 3

**PARCEL 0472-001E**  
66 SQ.FT.  
0.002 AC.

R/W PER GRANT DEED  
INST. #2007-0463772  
REC. 7-17-2007



CLINTON KEITH ROAD

CITY OF MURRIETA  
SECTION 2  
T.7S., R.3W., S.B.M.



ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLINTON KEITH ROAD

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.: 0472-001E

PREPARED BY: KKC-B

SCALE: N.T.S.

DATE: JANUARY, 2011

W.O. NO.: B2-0472

APPROVED BY: *Timothy F. Rayburn* DATE: 1/4/2011

SHEET 1 OF 1 SHEET