

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

950



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:

May 23, 2012

SUBJECT: Right of Way Acquisition Agreement for the Krameria Avenue Sidewalk Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 0535-002A, within a portion of Assessor's Parcel Number 274-110-010;
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County;

(Continued)

[Signature]

Juan C. Perez, Director
Transportation Department

[Signature]

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 12,250	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Measure A (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

[Signature]
County Executive Office Signature BY Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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: June 5, 2012
 xc: EDA, Auditor, Transp.

Kecia Harper-Ihem
Clerk of the Board
By *[Signature]*
Deputy

Prev. Agn. Ref.: District: 1/1 Agenda Number: 3.33

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *[Signature]*
SAMUEL WONG
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY *[Signature]*
DATE 5-2-12
SYNTHIA M. GUNZEL
Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

1 PROJECT: KRAMERIA SIDEWALK PROJECT

2 PARCEL: 0535-002A

3 APN: 274-110-010 (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 SILVERIO ORDAZ, a married man as his sole and separate property
9 (Grantor). County and Grantor are sometimes collectively referred to as "Parties".

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located in the Woodcrest
12 area of the City of Riverside, County of Riverside, State of California, as depicted on
13 the Plat Map identified as Attachment "1", attached hereto and made a part hereof. The
14 real property consisting of 1.00 acres of land improved with a single family residence
15 and is also known as Assessor's Parcel Number: 274-110-010 (Property); and

16 WHEREAS, Grantor desires to sell to the County and the County desire to
17 purchase a portion of the fee simple interest in the Property (ROW), for the purpose of
18 constructing the Krameria Sidewalk Project (Project) as follows: a Grant Deed in favor
19 of County referenced as Parcel 0535-002A and described on Attachment "2" attached
20 hereto and made a part hereof; pursuant to the terms and conditions set forth herein;
21 and

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

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

1 1. County shall:

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

4 B. Pay to the undersigned Grantor(s) by tendering payment to the
5 Escrow Holder in the amount of Five Thousand Three Hundred Fifty Dollars (Purchase
6 Price), which is specifically agreed by the Parties to be the full amount of compensation
7 due and owing to Grantor for the ROW, conveyed by said deed(s), when title to said
8 ROW vests in County free and clear of all liens, encumbrances, easements, leases
9 (recorded or unrecorded), and taxes except those encumbrances and easements
10 which, in the sole discretion of the County, are acceptable, except:

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

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

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

19 d. All other taxes owed whether current or delinquent are to be
20 current.

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

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

27 b. As a deduction from the amount shown in Paragraph 1B,
28 County is authorized to pay any unpaid liens or taxes together

1 with penalties, cost and interest thereon, and any bonds or
2 assessments that are due on the date title is transferred to.

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

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

9 E. Included within the amount included in Paragraph 1B above, pay
10 Grantor to replace the existing landscaping as shown on Attachment "3", attached
11 hereto and made a part hereof.

12 F. Not oversee nor bear any responsibility for ensuring whether
13 Grantor expends the compensation intended to Grantor whatsoever to replace items
14 described in Attachment "3".

15 2. Grantor shall:

16 A. Execute and acknowledge and will deliver to Lorie G. Houghlan,
17 Real Property Agent for the County or to the designated escrow company, a Grant
18 Deed in favor of the County dated _____ identified as Parcel Number 0535-
19 002A.

20 B. Be responsible for hiring and retaining any contractors for
21 performance of any of the items listed on Attachment "3" and directly compensate each
22 contractor for all costs, fees and or expenses. The County is not responsible for
23 payment to the selected contractor(s) and Grantor shall indemnify, defend, protect and
24 hold County, its officers, employees, successors and assigns free and harmless from
25 and against any and all claims, liabilities, penalties, forfeitures, losses or expenses,
26 including without limitation, attorney's fees, whatsoever arising from or cause in whole
27 or in part, directly or indirectly, by any actions of the Grantor, its agents,
28 representatives and contractors.

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

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

27 3. Any and all monies payable under this Agreement, up to and including
28 the total amount of unpaid principal and interest on the note secured by **Deed of Trust**

1 recorded May 27, 2011 as Instrument No. 2011-0235839 Official Records of
2 Riverside County, shall, upon demand, be made payable to the beneficiary entitled
3 thereunder; said beneficiary to provide a partial reconveyance as Assessor's Parcel
4 Number 274-110-010, and to furnish Grantor with good and sufficient receipt showing
5 said moneys credited against the indebtedness secured by said Deed of Trust.

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

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

13 5. This Right of Way Acquisition Agreement embodies all of the
14 considerations agreed upon between the County and Grantor. This Agreement was
15 obtained without coercion, promises other than those provided herein, or threats of any
16 kind whatsoever by or to either party. By executing this Agreement, Grantor
17 represents that Grantor has no direct or indirect present or contemplated future
18 personal interest in the property being acquired or in any benefit from the acquisition of
19 subject property.

20 6. The performance of this Agreement constitutes the entire consideration
21 for the acquisition of the property under this Agreement and shall relieve the County of
22 all further obligations or claims on account of the acquisition of the property referred to
23 herein or an account of the location, grade or construction of the proposed public
24 improvement.

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

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

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

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

11. Grantor, his assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder.

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

(SIGNATURES ON NEXT PAGE)

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

3
4 Dated: 6-5-12

5 GRANTOR: **Silverio Ordaz, a married**
6 **man as his sole separate property**

7
8 By: Silverio Ordaz c
Silverio Ordaz

9 Its: _____

10
11 COUNTY OF RIVERSIDE

12
13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: [Signature]
17 John Tavaglione, Chairman
18 Board of Supervisors

19 By: [Signature]
20 Deputy

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

24 By: [Signature]
25 Synthia M. Gunzel
26 Deputy County Counsel

ATTACHMENT "1"
Assessor's Plat Map

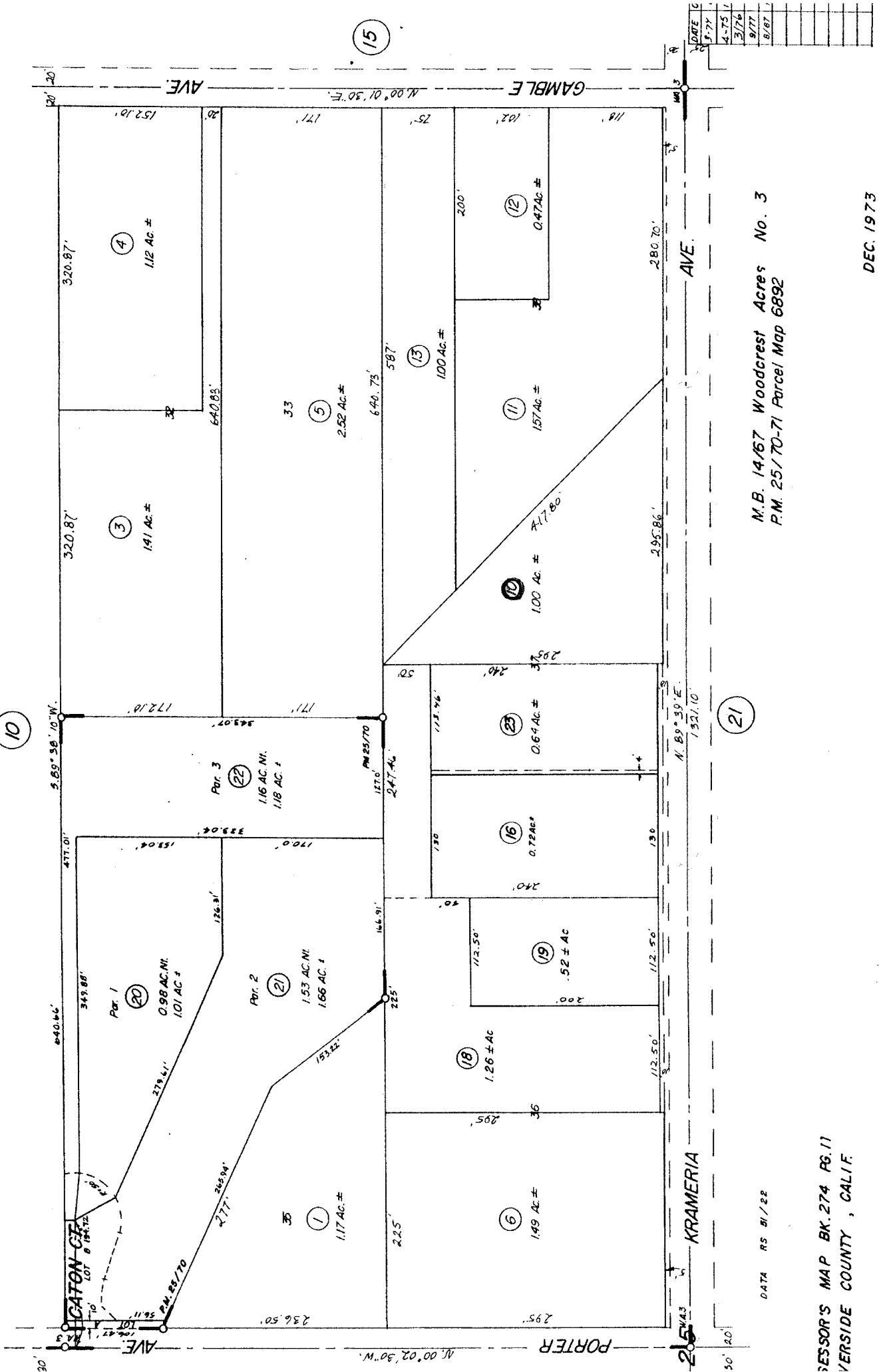
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THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

POR. SW 1/4 NE 1/4 SEC. 25 T.3S. R.5 W.

T.R.A. 8807

274-1
11-47-4



M.B. 14/67 Woodcrest Acres No. 3
P.M. 25/70-71 Parcel Map 6892

CESSOR'S MAP BK. 274 PG. 11
VERSIDE COUNTY, CALIF.

DEC. 1973

DATA RS 91/22

Attachment "2"

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1. A portion of APN: 274-110-010; Parcel 0535-002A in favor of the County

EXHIBIT "A"
LEGAL DESCRIPTION
0535-002A

BEING A PORTION OF LOT 37 OF A MAP ENTITLED "WOODCREST ACRES NUMBER 3" ON FILE IN BOOK 14, PAGES 67 AND 68, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY CALIFORNIA, AND DESCRIBED BY DEEDS RECORDED MAY 27, 2011 AS INSTRUMENT NUMBER 2011-0235838, AND JULY 30, 1970 AS INSTRUMENT NUMBER 73930, BOTH OFFICIAL RECORDS OF SAID RECORDER, LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION, AS SHOWN BY SAID "WOODCREST ACRES NUMBER 3" MAP, OF THE CENTERLINE OF GAMBLE AVENUE AND KRAMERIA AVENUE (20.00 FOOT HALF-WIDTH) ACCEPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN OFFICIAL RECORD BOOK 1399, PAGE 210, RECORDS OF SAID RECORDER;

THENCE N 89°34'54" W ALONG THE CENTERLINE OF SAID KRAMERIA AVENUE, A DISTANCE OF 300.56 FEET;

THENCE N 00°25'06" E, A DISTANCE OF 20.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KRAMERIA AVENUE BEING AN ANGLE POINT THEREIN AND THE SOUTHEASTERLY CORNER OF GRANT DEED RECORDED IN OFFICIAL RECORD BOOK 1637, PAGE 206, RECORDS OF SAID RECORDER;

THENCE N 46°40'08" W, A DISTANCE OF 7.34 FEET ALONG THE EASTERLY LINE OF SAID GRANT DEED AND SAID NORTHERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF SAID GRANT DEED, BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°34'54" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 295.78 FEET TO THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 2011-0235838;

THENCE N 00°25'06" E ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 2011-0235838, A DISTANCE OF 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF KRAMERIA AVENUE;

THENCE S 89°34'54" E ALONG SAID PARALLEL LINE, A DISTANCE OF 290.40 FEET TO THE EASTERLY LINE OF SAID INSTRUMENT NUMBER 2011-0235838 AND SAID LOT 37;

THENCE S 46°40'08" E ALONG SAID EASTERLY LINE, A DISTANCE OF 7.34 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 1,465 SQUARE FEET, OR 0.034 ACRES, MORE OR LESS.

SEE ATTACHE EXHIBIT "B"

APPROVED BY: _____

DATE: 10/18/2011



LINE DATA

- ① N 89°34'54" W 300.56'
- ② N 00°25'06" E 20.00'
- ③ N 46°40'08" W 7.34'
- ④ N 00°25'06" E 5.00'
- ⑤ S 46°40'08" E 7.34'

EXHIBIT "B"

T. 3S. R. 5W., S.B.M.
NE 1/4 SECTION 25

NORTH LINE LOT 38

SURVEYOR'S NOTES:

() INDICATES RECORD DATA PER MB 14/67-68.
[] INDICATES RECORD DATA PER INST. 2011-0235838, REC. 05/27/2011.

WOODCREST ACRES NO. 3
MB 14/67-68

GRANT DEED
INST. 73930
REC. 07/30/1970

GRANT DEED
INST. 2011-0235838
REC. 05/27/2011

LOT 38

LOT 37

SILVERIO ORDAZ
APN. 274-110-010

0535-002A
1465 SQ. FT.
0.034 AC.

S 89°34'54" E 290.40'

N 89°34'54" W 295.78' [N 89°39'00" E 295.86']

1/4 LINE (CENTER SECTION)

KRAMERIA AVENUE

N 89°34'54" W 1,320.64' (N 89°39'00" E 1,321.10')

TO C/L INT.
KRAMERIA AVENUE
& PORTER AVENUE

N 00°01'30" W 300.00'

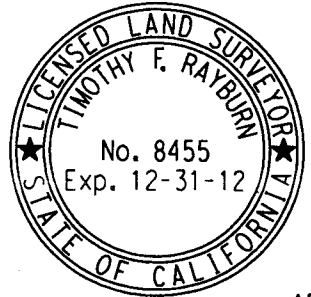
GAMBLE AVENUE

P.O.C.
C/L
INTER.

R/W INFORMATION:

- ① 20' R/W PER O.R. BK. 1399 PG. 210 REC. 09/11/1952
- ② 5' R/W PER O.R. BK. 1637 PG. 206 REC. 10/05/1954
- ③ 5' R/W PER INST. 72-88978 REC. 07/06/1972

COUNTY OF RIVERSIDE



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0535-002A
PROJECT: KRAMERIA AVENUE	PREPARED BY: KNV
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: OCTOBER, 2011
	W.O. NO.: CO-0535
	SHEET 1 OF 1

APPROVED BY: *Surveyor Rayburn* DATE: 10/18/2011

ATTACHMENT "3"

Item	Description	Amount
1.	One small Queen Palm	\$ 300
2.	Two medium Queen Palms	\$1,200
3.	One large Queen Palm	\$2,000
	Total Landscaping	\$3,500

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