

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

407
A



SUBMITTAL DATE:
August 27, 2014

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBJECT: Right of Way Acquisition Agreement for the Marie and Margarth Streets Road Project, District 5/District 1, [\$20,425], [\$400 per year maintenance] District 1DA-100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 5260-003A, within a portion of Assessor's Parcel Number 345-240-004;
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)

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	\$ 20,425	\$ 0	\$ 20,425	\$ 400	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: District 1DA-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

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: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 9, 2014
xc: EDA, Transp:

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A | District: 5/1 | Agenda Number:

3-37

UNIM APPROVED COUNTY COUNSEL
 BY: *Patricia Munroe*
 PATRICIA MUNROE
 DATE: 8/26/14

Departmental Concurrence

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

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

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 Marie and Margarth Streets Road Project, District 5/District 1, [\$20,425], [\$400 per year maintenance] District 1DA-100%

DATE: August 27, 2014

PAGE: 2 of 2

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the full settlement amount of \$10,000 to acquire Parcel Number 5260-003A; and
5. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$10,425 for due diligence and staff expenses.

BACKGROUND:

Summary:

The Riverside County Transportation Department (RCTD) is proposing to acquire right of way along Marie and Margarth (existing dirt roads) in the Good Hope community to provide dependable access for residents.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of a portion of Assessor's Parcel Number 345-240-004 from Luis Humberto Godinez (Godinez) for the settlement price of \$10,000. There are costs of \$10,425 associated with this transaction.

Godinez will execute an Easement Deed in favor of the County of Riverside referenced as Parcel Number 5260-003A within Assessor's Parcel Number 345-240-004 but will not be included in the County Maintained Road System.

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

Impact on Citizens and Businesses

Acquiring right of way in this area will improve public road access in this community. Ongoing maintenance costs are expected to be approximately \$400 per year.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 345-240-004:

Full Settlement Price - Acquisition:	\$ 10,000
Estimated Title and Escrow:	1,900
Preliminary Title Report	600
County Appraisal	2,925
Owner Appraisal	0
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$ 20,425

All costs associated with this property acquisition are fully funded by the District 1 DA 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 Agreements (4)

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PROJECT: MARIE AND MARGARTH STREETS ROAD
PROJECT
PARCEL: 5260-003A
APN: 345-240-004 (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 LUIS HUMBERTO GODINEZ, a married man, as his sole and separate property ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located on the north side of Margarth Street, 2 parcels east of Marie Street in the Good Hope community, 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 10.00 acres of land is also known as Assessor's Parcel Number: 345-240-004 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desires to purchase a permanent easement ("ROW"), for the purpose of the Marie Street Road Project ("Project") as follows: an Easement Deed in favor of the County referenced as Parcel 5260-003A and described on Attachment "2" attached hereto and made a part hereof; pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties acknowledge the ROW will not be included in the County Maintained System; and

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

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

3 **ARTICLE I. 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 full
10 settlement price amount for the real property interest to be acquired by the County
11 ("Full Settlement Price"). The Full Settlement Price in the amount of Ten Thousand
12 Dollars (\$10,000) is to be distributed to Grantor in accordance with this Agreement.

13 3. County Responsibilities:

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

25 B. Upon the opening of Escrow, the County shall deposit the
26 Consideration as follows:

27 i. Purchase Price. Deposit into Escrow the Full
28 Settlement Price in the amount of Ten Thousand Dollars (\$10,000) (the "Deposit").

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

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

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

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

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

17 a. The Easement Deed executed, acknowledged and
18 delivered to Stephi Villanueva, Supervising Real Property Agent for the County or to
19 Escrow Holder, substantially in the form attached hereto as Attachment "3," (Deed)
20 granting the portion of the Property, subject to the following:

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

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

27 3. Easements or rights of way of record over said
28 land for public or quasi-public utility or public street purposes, if any;

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

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

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

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

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

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

17 G. County shall pay Grantor for the chain link fencing located within
18 the ROW area. This amount is included in Paragraph 2 above.

19 4. Grantor Responsibilities.

20 A. Execute and acknowledge an Easement Deed in favor of the
21 County for road purposes dated 7-29-14 identified as Parcel Number 5260-003A
22 and deliver deed to Stephi Villanueva, Supervising Real Property Agent for the County
23 or to the Escrow Holder.

24 B. Grantor shall indemnify, defend, protect, and hold the County of
25 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
26 Supervisors, elected and appointed officials, employees, agents, representatives,
27 successors, and assigns free and harmless from and against any and all claims,
28 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,

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

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

23 **ARTICLE II. MISCELLANEOUS**

24 1. It is mutually understood and agreed by and between the Parties hereto
25 that the right of possession and use of the subject property by County, including the
26 right to remove and dispose of improvements, shall commence upon the execution of
27 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
28 payment for such possession and use.

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

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

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

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

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

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

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

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: SEP 09 2014

8 COUNTY:

GRANTOR:

9 COUNTY OF RIVERSIDE, a political
10 subdivision of the State of California

LUIS HUMBERTO GODINEZ, a married
man, as his sole and separate property

11 By: Jeff Stone
12 Jeff Stone, Chairman
13 Board of Supervisors

By: Luis Humberto Godinez
Luis Humberto Godinez

14 ATTEST:

Kecia Harper-Ihem
15 Clerk of the Board

16 By: Kecia Harper-Ihem
17 Deputy

18 APPROVED AS TO FORM:
19 Gregory P. Priamos, County Counsel

20
21 By: Patricia Munroe
22 Patricia Munroe
23 Deputy County Counsel

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26
27 SV:mr/072514/413TR/16.863 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.863.doc
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ATTACHMENT "1"
Assessor's Plat Map

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ATTACHMENT "2"
Legal Description and Plat Map

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ATTACHMENT "3"

Deed

1. A portion of APN: 345-240-004; Parcel 5260-003A in favor of the County

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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)

SV:mr/072514/413TR/16.864

(Space above this line for Recorder's use)

PROJECT: MARIE AND MARGARTH STREETS
ROAD PROJECT
PARCEL: 5260-003A
APN: 345-240-004 (portion)

EASEMENT DEED

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

LUIS HUMBERTO GODINEZ, a married man, as his sole and separate property

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

PROJECT: MARIE AND MARGARTH STREETS ROAD PROJECT
PARCEL: 5260-003A
APN: 345-240-004 (portion)

Dated: _____

**GRANTOR: LUIS HUMBERTO
GODINEZ, a married man, as his sole
and separate property**

By: _____
Luis Humberto Godinez

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary
Public in and for said County and State, personally appeared
_____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature _____

[SEAL]

PROJECT: MARIE AND MARGARTH STREETS ROAD PROJECT
PARCEL: 5260-003A
APN: 345-240-004 (portion)

PUBLIC ROAD AND UTILITY EASEMENT

CERTIFICATE of ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated _____, from LUIS HUMBERTO GODINEZ, a married man, as his sole and separate property, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will not be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE
Juan C. Perez, Director of Transportation

By: _____, Deputy

EXHIBIT "A"
MARIE AND MARGARTH STREET
LEGAL DESCRIPTION
5260-003A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED MARCH 22, 2002 AS INSTRUMENT NUMBER 2002-148224, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST ON-QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 33.00 FEET OF SAID INSTRUMENT NUMBER 2002-148224;

CONTAINING 10,685 SQUARE FEET, OR 0.245 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 BY 1.000086031 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

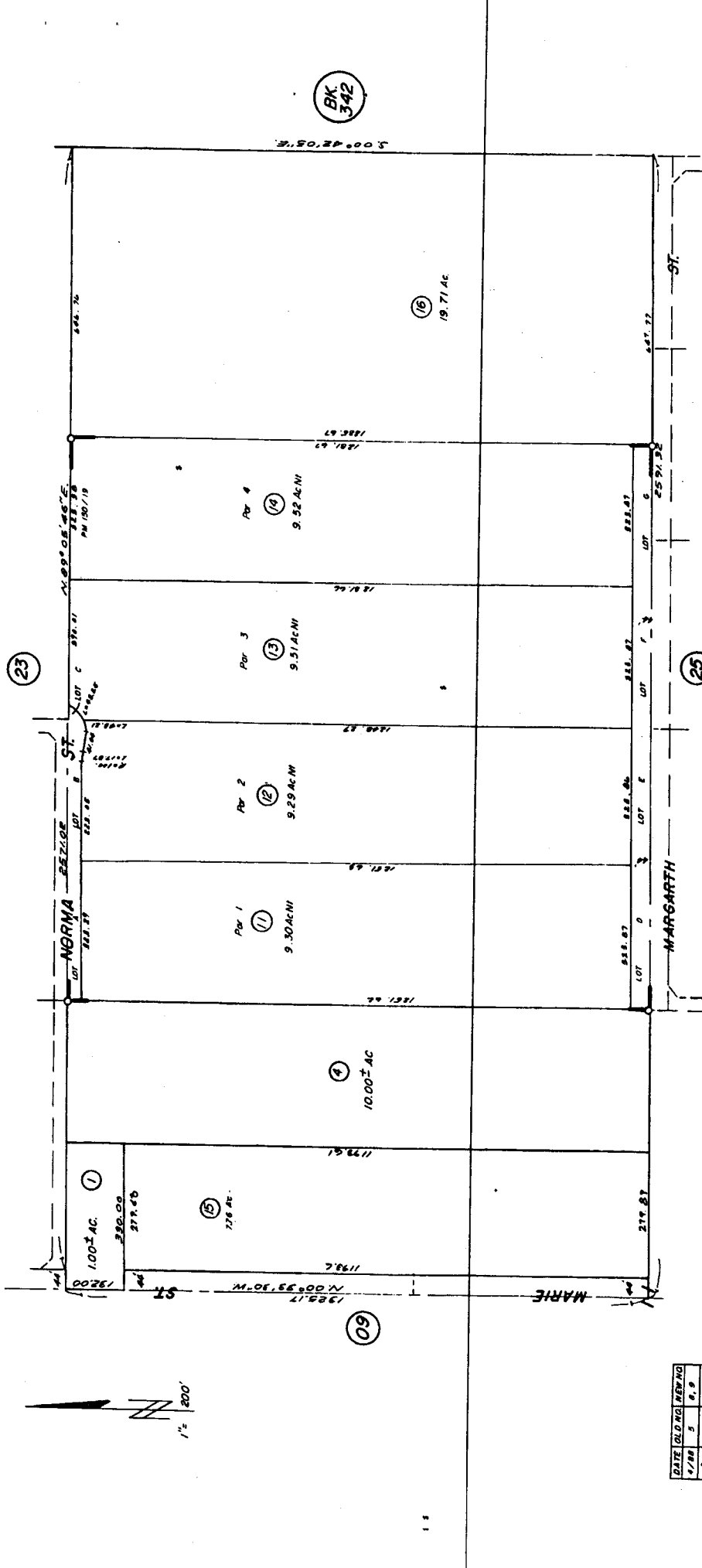
APPROVED BY: Edward D. Hunt

DATE: 3.20-2014



16A-39, 345-11
345-24 T.R.A. 8714

S 1/2, NE 1/4, SEC. 11, T.5S, R.4W.



BK. 342

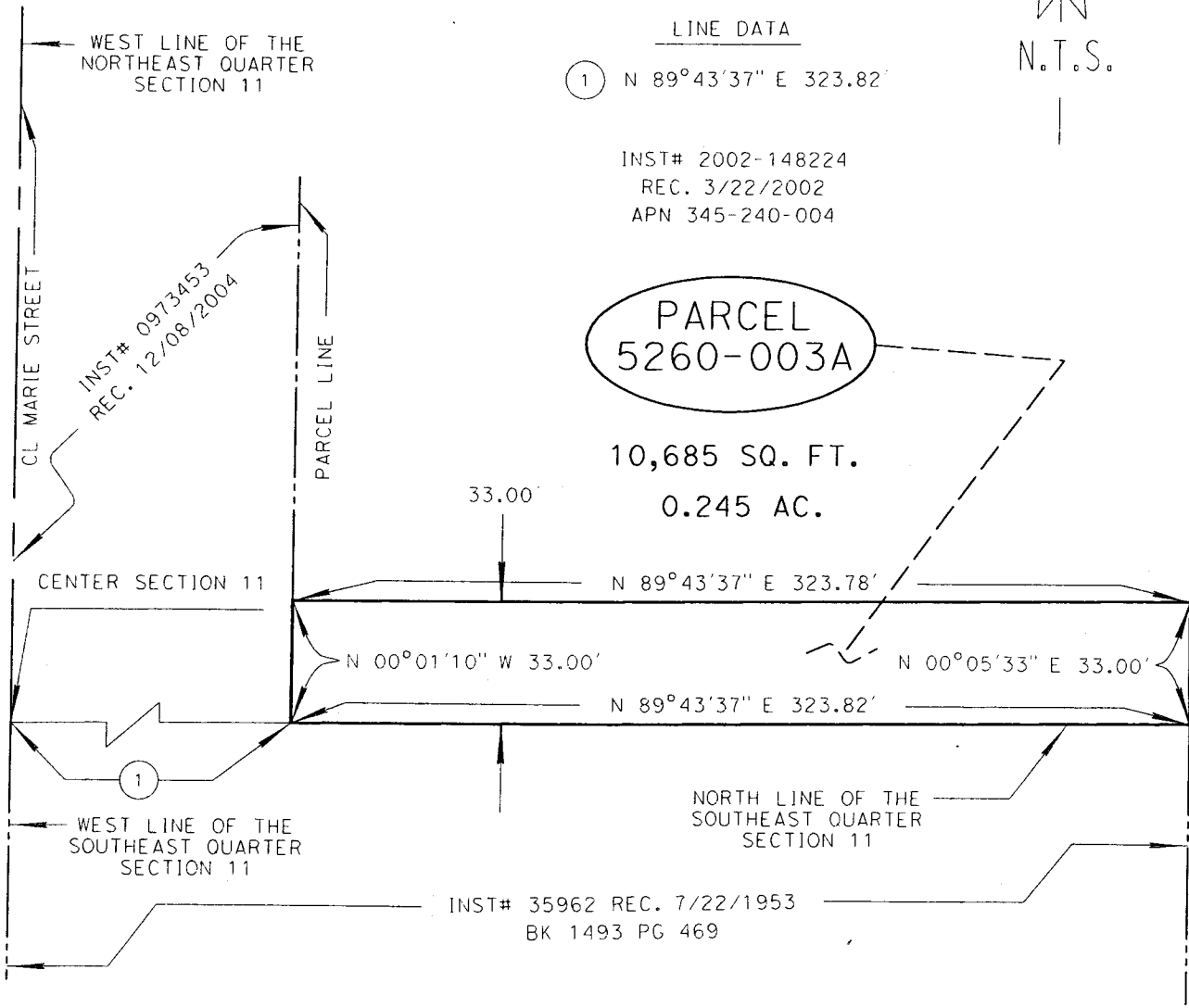
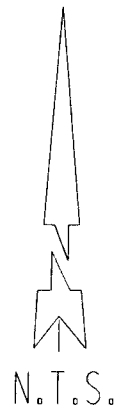
ASSESSORS MAP BK. 345 PG. 24
 RIVERSIDE COUNTY, CALIF
 HWALT.

PM 150/19-20 Parcel Map No. 21397

AUG 1980

DATE	OLD NO.	NEW NO.
7/88	5	9, 9
	9, 6	10
	10	11-14
10-88	2, 3	15
2-04	7, 8	18

EXHIBIT "B"
 T.5S., R.4W.
 SECTION 11, S.B.M.



LINE DATA
 ① N 89°43'37" E 323.82'

INST# 2002-148224
 REC. 3/22/2002
 APN 345-240-004

PARCEL
 5260-003A

10,685 SQ. FT.
 0.245 AC.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000086031	
PCL No.: 5260-003A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: S5260	PROJECT: MARGARTH AND MARIE STREET
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JCM	APPROVED BY: <i>Edward D. Hunt</i>
DATE: MARCH, 2014	DATE: 3-20-2014
SHEET 1 OF 1	

