

FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



117B

FROM: General Manager-Chief Engineer      SUBMITTAL DATE: June 3, 2003

SUBJECT: San Sevaine, Stage 7 Storm Drain Project  
Project No. 1-0-0050  
Release and Acknowledgement of Full Satisfaction  
Assessor's Parcel Nos. 170-320-009 and 170-320-010  
9870 Union Street, Riverside, California

RECOMMENDED MOTION:

The Board of Supervisors approve the attached Release and Acknowledgment of Full Satisfaction For Actual Reasonable Moving and Related Expenses; and authorize the General Manager-Chief Engineer to execute the document on behalf of the District.

JUSTIFICATION:

A Release and Acknowledgment of Full Satisfaction for Actual Reasonable Moving and Related Expenses (Relocation Expenses) Agreement has been negotiated with the property owner, Fred Viramontes, for the relocation of stored materials located within a temporary construction easement area, at the total cost of \$70,676.00, from Assessor's Parcel Nos. 170-320-009 and 170-320-010, commonly known as 9870 Union Street, Riverside, California. Portions of these parcels are necessary to construct a railroad shoofly for the San Sevaine, Stage 7 project.

WARREN D. WILLIAMS  
General Manager-Chief Engineer

FINANCIAL DATA:

CURRENT YEAR COST	<u>\$70,676</u>	ANNUAL COST	<u>\$-0-</u>
NET DISTRICT COST	<u>\$70,676</u>	IN CURRENT YEAR BUDGET:	YES
NET COUNTY COST	<u>\$-0-</u>	BUDGET ADJUSTMENT:	NO

SOURCE OF FUNDS: Zone 1 Budgeted Funds

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

County Executive Officer Signature

FISCAL PROCEDURES APPROVED  
Sandj Henry, Finance Director  
By Sandra Hays-Hawkins Date 06/10/03

PROJECT: San Sevaine, Stage 7  
PARCELS: 1050-39T1 and 1050-39T2  
APN: 170-320-009 and 170-320-010  
OWNER: Fred Viramontes

**RELEASE AND ACKNOWLEDGEMENT OF FULL SATISFACTION FOR ACTUAL  
REASONABLE MOVING AND RELATED EXPENSES  
(RELOCATION EXPENSES)**

1. The Riverside County Flood Control and Water Conservation District (District) is requiring Fred Viramontes (Owner) to relocate existing improvements located within a temporary construction easement area located on the property at 9870 Union Street, Riverside, California (the "Property"), to permit the construction of a railroad shoofly for the San Sevaine, Stage 7 Project. Furthermore, the District, in exercising its authority, has determined that Owner is entitled to compensation for the temporary relocation of stored materials, 11,000 cubic yards of top soil and electric light poles within the temporary construction easement. These items currently interfere with the construction of the Project within Parcels 1050-39T1 and 1050-39T2.
2. Owner agrees to accept Seventy Thousand Six Hundred Seventy-six Dollars (\$70,676.00) payable as described in Paragraph 3 below, as full satisfaction settlement of all claims and/or costs, including, but not limited to, payment for the removal of the items, located within the temporary construction easement, consisting of, but not limited to, removal of metal beams, sewer pipes and pvc pipes, 11,000 cubic yards of dirt and top soil, three electrical light poles, conduit and wire and the reinstallation of said electrical light poles, conduit and wire, upon the removal of the railroad shoofly from the temporary construction easement.

3. The District hereby agrees to pay and Owner agrees to accept the amount of Seventy Thousand Six Hundred Seventy-six Dollars (\$70,676.00), in full settlement of any and all claims under Title 1, Division 7, Chapter 16 of the California Government Code.
4. Owner has reached a settlement with District for compensation for the relocation of the items listed in Paragraph 2, above, located within the temporary construction easement. Owner waives any rights or benefits that he has under California Civil Code Section 1542, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

5. Owner agrees to and shall indemnify and hold District, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Owner, its employees, agents, invitees, or any subcontractor of Owner relating to or in any way connected with the relocation of the items, listed in Paragraph 2, above.
6. In the event that any provision of this Release shall be held to be void, voidable,

or unenforceable, the remaining portion hereof shall remain in full force and effect.

7. This Release shall be construed in accordance with the laws of the State of California.
8. Owner hereby agrees not to take any action which would interfere with the performance of this Release or which would adversely affect any of the rights provided for herein.
9. Owner hereby represents and warrants that the person executing this Release has the authorization and power to execute this Release.
10. This agreement shall not be changed, modified, or amended except upon written consent of the parties hereto.
11. This agreement is the result of the 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 District solely because it prepared this agreement in its executed form.
12. I, Fred Viramontes, hereby acknowledge this agreement and payment of funds

as outlined in Paragraph 3 as payment in full satisfaction of all entitlements related to the relocation of the items listed in Paragraph 2, located within the Temporary Construction Easement, and do agree to hold District and the County of Riverside free from any further obligation it may otherwise have with respect to the items listed above. I have read, understand and agree to the above statements and I place my signature herein freely and willingly.

13. By the signature below, the undersigned acknowledges that this Release was freely and voluntarily executed and not in reliance of any inducements, promises or representations.


Date: 5/13/03

By:   
FRED VIRAMONTES

RECOMMENDED FOR APPROVAL:

By:   
MORRIS L. REYNOLDS  
Supervising Real Property Agent

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN  
County Counsel

By:   
JOE S. RANK, Assistant