

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



370 A

FROM: Department of Facilities Management and Transportation Department **SUBMITTAL DATE:** March 13, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and Clinton Street Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Number 608-090-010 and authorize the Chairman of the Board to execute these agreements on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA/FM, 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/FM

FINANCIAL DATA	Current F.Y. Total Cost:	\$9,885	In Current Year Budget:	Partially
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	08/09

SOURCE OF FUNDS: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY:
SUSANA GARCIA-BOCANEGRA
3/19/09

FORM APPROVED COUNTY COUNSEL
BY:
CYNTHIA M. GUNZEL
3-11-09
Department of Administration

Policy

Consent

Dep't Recomm.:
Per Exec. Ofc.:

(Continued)

RECOMMENDED MOTION:

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$2,645 to purchase a portion of Assessor's Parcel Number 608-090-010, \$130 for a temporary construction easement on Assessor's Parcel Number 608-090-010, and \$7,110 to pay all related transaction costs.

BACKGROUND:

The Miles Avenue and Clinton Street widening project, is located in the City of Indio and eastern Riverside County. In order to significantly reduce construction cost and accelerate construction of the project, the project is proposed to be constructed in three phases, under three separate contracts, as discussed below.

Phase I will widen Miles Avenue to four lanes and replace existing low water crossing at the Whitewater River with a bridge. These improvements are currently under construction.

Phase 2A will widen Miles Avenue between Madison Street and Clinton Street to four lanes and construct curb, gutter, sidewalks and storm drain improvements within the existing right of way. These improvements are currently under construction.

Phase 2B will widen Clinton Street between Miles Avenue and Fred Waring Drive to four lanes and construct curb, gutter, sidewalk, and storm drains improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-090-010 from Trinity Lutheran Church of Indio for \$2,775. There are costs of \$7,110 associated with this transaction. This property is one of 18 properties located in Phase 2B of the project.

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 and temporary construction easement of a portion of Assessor's Parcel Number 608-090-010:

Acquisition:	\$2,645
Temporary Construction Easement:	\$ 130
Estimated Title and Escrow Charges:	\$ 760
Preliminary Title Report:	\$ 350
Appraisal:	\$2,800
DOFM Real Property Staff Time:	\$3,200
Total Estimated Acquisition Costs:	\$9,885

While the DOFM will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse DOFM 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 2008/09. Thus, no net county cost will be incurred as a result of this transaction.

Department of Facilities Management and Transportation Department
Acquisition Agreement and Temporary Construction Agreement for the Miles Avenue and
Clinton Street Road Widening Project
March 13, 2009
Page 4

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	\$3,150
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 350
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10000-7200400000-524550	Appraisal Services	\$2,800
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PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-51
APN: 608-090-010

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and TRINITY LUTHERAN CHURCH of INDIO, 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, an Easement Deed dated _____, identifying Parcel 0389-51, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Two Thousand Six Hundred Forty Five Dollars (\$2,645) 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 laws relating to such materials or substances. For the purpose of this agreement, such materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials

1 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
2 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in
3 Section 25117 of the California Health and Safety Code or hazardous substances in Section
4 25316 of the California Health and Safety Code; and in the regulations adopted in publications
5 promulgated pursuant to said laws.

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

12 3. Any and all moneys payable under this contract, up to and including the total
13 amount of unpaid principal and interest on the note secured by Deed of Trust recorded January
14 24, 1989, as Instrument No. 23717, Official Records of Riverside County, shall, upon demand,
15 be made payable to the beneficiary entitled thereunder; said beneficiary to provide a
16 reconveyance as the Assessor's Parcel Number 608-090-010, and to furnish Grantor with good
17 and sufficient receipt showing said moneys credited against the indebtedness secured by said
18 Deed of Trust.

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

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

5. Grantor hereby agrees and consents to the dismissal of any 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.

8. 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 District solely because it prepared this agreement in its executed form.

1 9. Grantor, its assigns and successors in interest, shall be bound by all the terms
2 and conditions contained in this agreement, and all the parties thereto shall be jointly and
3 severally liable thereunder.

4 Dated: February 1, 2009

GRANTOR

TRINITY LUTHERAN CHURCH of INDIO

5
6 By: Terry L. Hall
President

7
8 By: Kathryn Hunter
Secretary

COUNTY OF RIVERSIDE

ATTEST:

11 Kecia Harper-Them
12 Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

13 By: _____
Deputy

APPROVED AS TO FORM:

16 Pamela J. Walls
17 Interim County Counsel

18
19 By: Synthia M. Gunzel
Synthia M. Gunzel
20 Deputy County Counsel

21
22 LGH:ra
01/12/09
243TR
12.136
23

EXHIBIT "A"

LEGAL DESCRIPTION

**CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-51**

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of Parcel 1 of map thereof filed in Book 9, Page 46 of Parcel Maps, in the Office of the County Recorder of said Riverside County, being that portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Parcel 1, said point being the westerly terminus of that certain course shown as North 89°39'03" East 113.00 feet;

thence along the northerly line of said Parcel 1 North 89°39'03" East 3.93 feet to the beginning of a non-tangent curve concave westerly and having a radius of 2039.00 feet, a radial line of said curve from said point bears South 86°44'17" East;

thence leaving said northerly line and along said curve southerly 22.42 feet through a central angle of 00°37'48" to a point of reverse curvature with a curve concave easterly and having a radius of 1961.03 feet, a radial line of said curve from said point bears South 86°06'29" East;


thence along said curve southerly 36.98 feet through a central angle of 01°04'49" to a non-tangent intersection with the westerly line of said Parcel 1;

thence along said westerly line of Parcel 1, North 00°23'13" West 59.27 feet to the **POINT OF BEGINNING**.

CONTAINING 113.18 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.


Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

Date: 8/5/2008

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert E. Robinson*
DATE: 08/11/08

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008



INDICATES PUBLIC ROAD AND UTILITY EASEMENT:
113.18 +/- S.F.

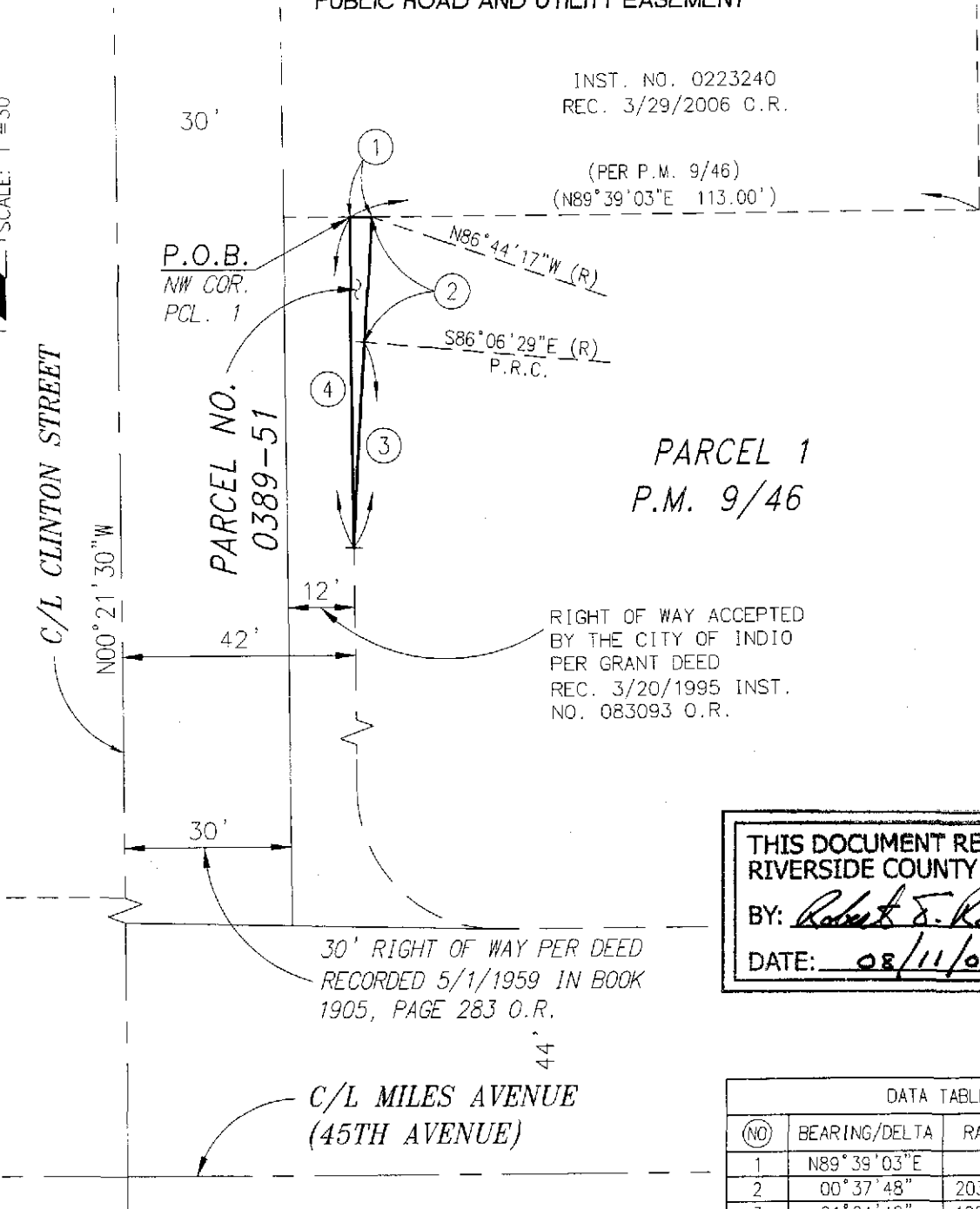
EXHIBIT "B"

PLAT
CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT

INST. NO. 0223240
REC. 3/29/2006 C.R.

(PER P.M. 9/46)
(N89°39'03"E 113.00')

SCALE: 1"=30'



PARCEL 1
P.M. 9/46

RIGHT OF WAY ACCEPTED
BY THE CITY OF INDIO
PER GRANT DEED
REC. 3/20/1995 INST.
NO. 083093 O.R.

30' RIGHT OF WAY PER DEED
RECORDED 5/1/1959 IN BOOK
1905, PAGE 283 O.R.

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert E. Robinson*
DATE: 08/11/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°39'03"E	--	3.93'
2	00°37'48"	2039.00'	22.42'
3	01°04'49"	1961.03'	36.98'
4	N00°23'13"W	--	59.27'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-51



SHEET 1 OF 1 SHEET

PLAT TO ACCOMPANY A LEGAL
DESCRIPTION FOR CLINTON STREET
PUBLIC ROADS AND UTILITY EASEMENT.

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com

DATE: JULY 30, 2008 JN: 20-100220-51

1 COUNTY OF RIVERSIDE, (Herein referred to as "County"), and

2 TRINITY LUTHERAN CHURCH OF INDIO, (Herein referred to as "Grantor")

3
4 PROJECT: Miles Avenue and Clinton Street
5 PARCEL: 0389-51A
6 APN: 608-090-010

7 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

8 1. The right is hereby granted to the County to enter upon and use the land of
9 Grantor in the County of Riverside, State of California, indentified as Assessor's Parcel Number
10 608-090-010, as described in the legal description and depicted on the plat map attached
11 hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the
12 construction of the project.

13 2. The temporary construction easement, used during construction of the project
14 consists of approximately five hundred ninety seven (597) square feet as described on the
15 attached legal description, referenced as Exhibit "A" and depicted on the attached plat map,
16 referenced as Exhibit "B".

17 3. A thirty (30) day written notice shall be given to Grantor prior to using the rights
18 herein granted. The rights herein granted may be exercised for four (4) months from the thirty
19 (30) day written notice, or until completion of said project, whichever shall be sooner.

20 4. It is understood that the County may enter upon Grantor's property where
21 appropriate or designated for the purpose of getting equipment to and from the easement area.
22 County agrees not to damage Grantor's property in the process of performing such activities.

23 5. The right to enter upon and use Grantor's land includes the right to remove and
24 dispose of real and personal property located thereon.

25 6. At the termination of the period of use of Grantor's land by County, but before its
relinquishment to Grantor, debris generated by County's use will be removed and the surface
will be graded and left in a neat condition.

Grantor shall be held harmless from all claims of third persons arising from the
use by County of Grantor's land.

Grantor hereby warrants that they are the owners of the property described
above and that they have the right to grant County permission to enter upon and use the land.

This agreement is the result of negotiations between the parties hereto. This
agreement is intended by the parties as a final expression of their understanding with respect to
the matters herein and is a complete and exclusive statement of the terms and conditions
thereof.

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

3 11. This agreement supersedes any and all other prior agreements or
4 understandings, oral or written, in connection therewith.

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

8 13. County agrees to pay Grantor One Hundred Thirty Dollars (\$130) for the right to
9 enter upon and use Grantor's land in accordance with the terms hereof.

10 Date: February 1, 2009

GRANTOR

TRINITY LUTHERAN CHURCH OF INDIO

11 By: 
12 President

13 By: 
14 Secretary

COUNTY OF RIVERSIDE

15 **ATTEST:**

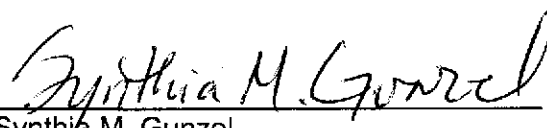
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Jeff Stone, Chairman
20 Board of Supervisors

21 By: _____
22 Deputy

23 **APPROVED AS TO FORM:**

24 Pamela J. Walls
25 Interim County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

LGH:ra
01/12/09
243TR
12.136

EXHIBIT "A"

LEGAL DESCRIPTION

**CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-51A**

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being that portion of Parcel 1 of the map thereof filed in Book 9, Page 46 of Parcel Maps in the Office of the County Recorder of said Riverside County lying in a portion of the northeast quarter of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 1, said point being the westerly terminus of that certain course shown as "North 89°39'03" East 113.00 feet" on said map;

thence along the northerly line of said Parcel 1 North 89°39'30" East 3.93 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said northerly line North 89°38'39" East 10.02 feet to a point on a non-tangent curve concave westerly and having a radius of 2049.00 feet, a radial line of said curve from said point bears North 86°45'21" West;

thence along said curve southerly 23.16 feet through a central angle of 00°38'51" to a point of reverse curvature with a curve concave easterly and having a radius of 1951.00 feet, a radial line of said curve from said point bears South 86°06'29" East;

thence along said curve southerly 36.79 feet through central angle of 01°04'50";

thence radially from said curve North 87°11'19" West 10.00 feet to a point on a non-tangent curve concave easterly and having a radius of 1961.00 feet, said curve being concentric with and 10.00 feet westerly of last said curve, a radial line of said concentric curve from said point bears South 87°11'19" East, said point also being on the easterly right-of-way line of Clinton Street;

thence along said curve northerly 36.98 feet through a central angle of 01°04'50" to a point of reverse curvature with a curve concave westerly and having a radius of 2039.00 feet, a radial line of said curve from said point bears North 86°06'30" West;

EXHIBIT "A"
CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-51A

thence along said curve northerly 22.42 feet through central angle of 00°37'48" to the TRUE POINT OF BEGINNING.

CONTAINING: 596.74 Square Feet, more or less.

EXHIBIT "B" attached and by this reference made a part hereof.

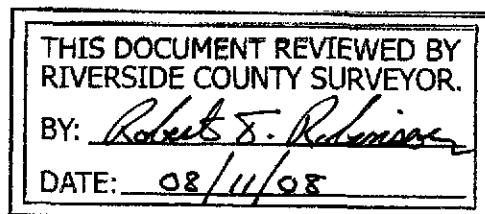
This description was prepared by me or under my direction.



Levi David Cox, P.L.S. 7930
My license expires 12/31/09.

8/5/2008

Date: _____



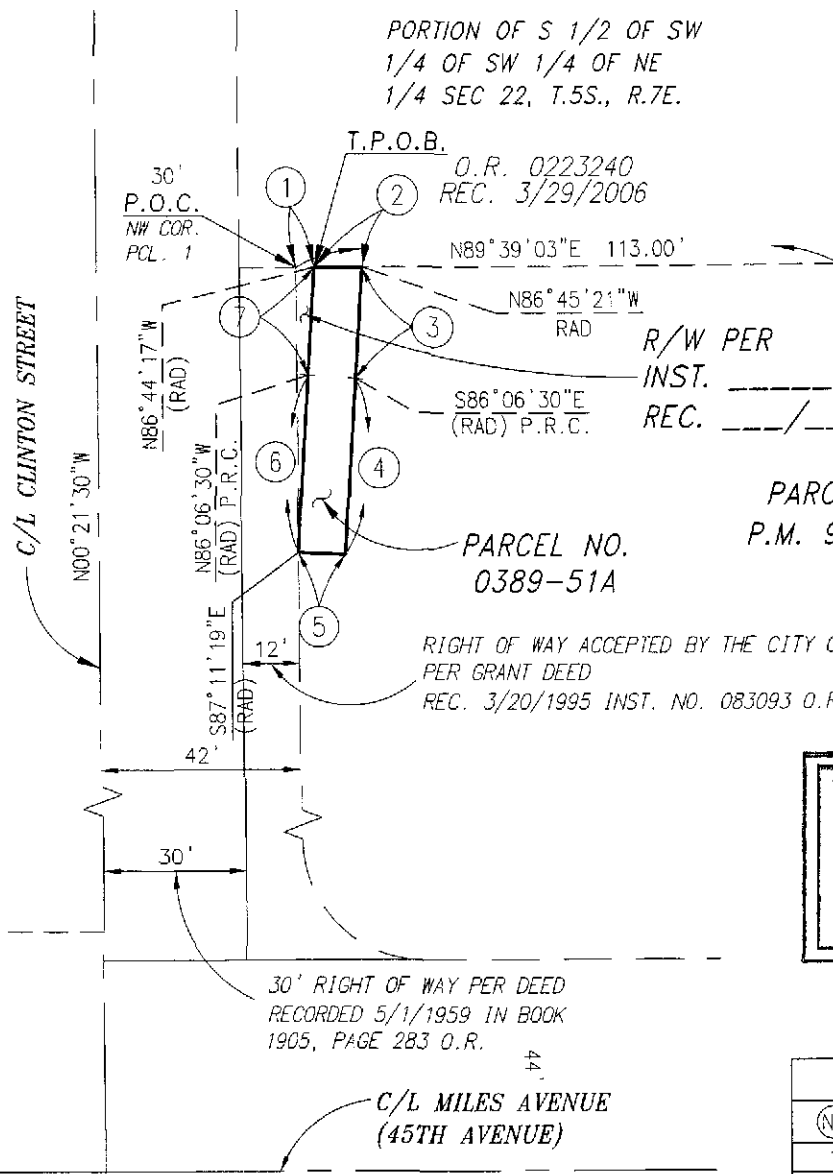
RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: JULY 30, 2008

INDICATES TEMPORARY
CONSTRUCTION EASEMENT:
596.74 +/- S.F.

EXHIBIT "B"

PLAT CLINTON STREET TEMPORARY CONSTRUCTION EASEMENT

PORTION OF S 1/2 OF SW
1/4 OF SW 1/4 OF NE
1/4 SEC 22, T.5S., R.7E.



PARCEL 1
P.M. 9/46

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: Robert J. Robinson
DATE: 08/11/08

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
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2	N89°39'30"E	--	10.02'
3	00°38'51"	2049.00'	23.16'
4	01°04'50"	1951.00'	36.79'
5	N87°11'19"W(R)	--	10.00'
6	01°04'50"	1961.00'	36.98'
7	00°37'48"	2039.00'	22.42'

NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-51A



SHEET 1 OF 1 SHEET

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