

302 A



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

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 608-163-001 and authorize the Chairman of the Board to execute these documents 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, Director
Assistant County Executive Officer/EDA/FM.

FINANCIAL DATA	Current F.Y. Total Cost:	\$15,465	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

BY:

Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 4/8/09
 SUSANA GARCIA-BOCANEGRA
 DATE: 3-16-09
 Departmental Concurrence
 SYNTHIA M. GUNZEL
 FORM APPROVED COUNTY COUNSEL
 BY:

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

Prev. Agn. Ref.: 3.29, 9/16/08 | District: 4 | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.17

RECOMMENDED MOTION: (Continued)

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 \$7,525 to acquire a portion of Assessor's Parcel Number 608-163-001, \$460 for a temporary construction easement of Assessor's Parcel Number 608-163-001 and \$7,480 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 costs 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, sidewalk 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 drain improvements.

The Department of Facilities Management (DOFM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-163-001 from R. Gene Wilson for \$7,985. There are costs of \$7,480 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.

Transportation Project Number B2-0389.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 608-163-001:

Acquisition	\$ 7,525
Temporary Construction Easement	\$ 460
Estimated Title and Escrow Charges	\$ 830
Preliminary Title Report	\$ 350
Appraisal	\$ 2,800
DOFM Real Property Staff Time	\$ 3,500
Total Estimated Acquisition Costs:	\$ 15,465

While 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 08/09. 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
10000-7200400000-524550	Appraisal Services	\$ 2,800

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-49
APN: 608-163-001

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and R. GENE WILSON WHO ACQUIRED TITLE TO THE PROPERTY DESCRIBED HEREIN UNDER HER FORMER NAME OF R. GENE HOLT, TRUSTEE OF THE R. GENE HOLT REVOCABLE LIVING TRUST, DATED AUGUST 25, 1992, 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 0389-49, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Seven Thousand Five Hundred Twenty Five Dollars (\$7,525) 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

1 substances as defined in the Comprehensive Environmental Response, Compensation, and
2 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
3 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
4 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in
5 Section 25117 of the California Health and Safety Code or hazardous substances in Section
6 25316 of the California Health and Safety Code; and in the regulations adopted in publications
7 promulgated pursuant to said laws.

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

15
16 3. Any and all moneys payable under this contract, up to and including the total
17 amount of unpaid principal and interest on the note secured by Deed of Trust recorded August
18 16, 1996, as Instrument No. 311082, Official Records of Riverside County, which was assigned
19 via an assignment recorded February 3, 1997, as Instrument No. 037209, Official Records of
20 Riverside County, shall, upon demand, be made payable to the beneficiary entitled thereunder;
21 said beneficiary to provide a reconveyance as the Assessor's Parcel Number 608-163-001, and
22 to furnish Grantor with good and sufficient receipt showing said moneys credited against the
23 indebtedness secured by said Deed of Trust.

24
25 Grantor hereby authorizes and directs the disbursement of funds which are demanded
under the terms of said Deed of Trust.

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

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

10 The performance by the County of its obligations under this agreement shall
11 relieve the County of any and all further obligations or claims on account of the acquisition of
12 the property referred to herein or on account of the location, grade, or construction of the
13 proposed public improvement.

14 This agreement shall not be changed, modified, or amended except upon the
15 written consent of the parties hereto.

16 This agreement is the result of negotiations between the parties and is intended
17 by the parties to be a final expression of their understanding with respect to the matters herein
18 contained. This agreement supersedes any and all other prior agreements and understandings,

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

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

6 Dated: _____

7 **GRANTOR**

8 R. GENE WILSON WHO ACQUIRED TITLE
9 TO THE PROPERTY DESCRIBED HEREIN
10 UNDER HER FORMER NAME OF R.
11 GENE HOLT REVOCABLE LIVING TRUST,
12 DATED AUGUST 25, 1992

13 By: R. Gene Wilson
14 R. Gene Wilson

15 **COUNTY OF RIVERSIDE**

16 **ATTEST:**

17 Kecia Harper-Ihem
18 Clerk of the Board

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

22 By: _____

23 **APPROVED AS TO FORM:**

24 Pamela J. Walls
25 Interim County Counsel

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

EXHIBIT "A"

LEGAL DESCRIPTION

MILES AVENUE
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL NO. 0389-49

Those certain parcels of land situated in the City of Indio, County of Riverside, State of California, being those portions of Lot 5, in Block E of Boe-Del Heights, as shown on a map thereof filed in Book 21, Page 67 of 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:

PARCEL 1

BEGINNING at the northeast corner of said Lot 5, said corner lying on the southerly right-of-way line of Miles Avenue (formerly 45th Avenue, 30.00' feet in southerly half width);

thence along the easterly line of said Lot 5 South 00°21'00" East 3.69 feet;

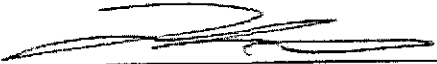
thence North 84°36'09" West 37.44 feet to the northerly line of said Lot 5, also being said southerly right-of-way line of Miles Avenue;

thence along said southerly right of way line and said northerly line of lot, North 89°45'00" East 37.25 feet to the **POINT OF BEGINNING**.

CONTAINING: 68.69 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: 3/26/08



RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

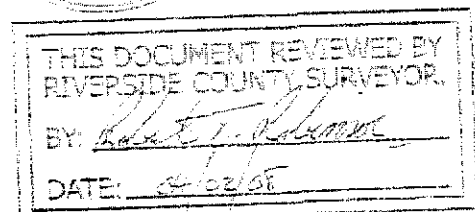
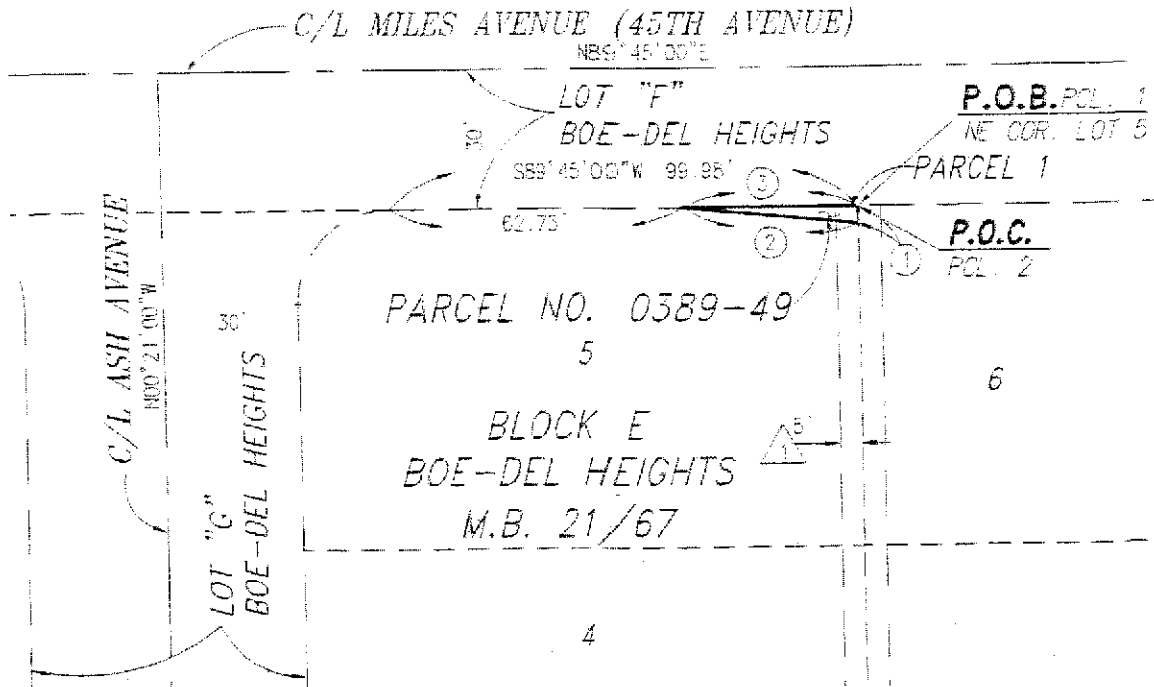


EXHIBIT "B"
 PLAT
 PUBLIC ROAD AND UTILITY EASEMENT

THIS DOCUMENT PREPARED BY
 RIVERSIDE COUNTY SURVEYOR
 BY: *Robert J. [Signature]*
 DATE: 3/23/09

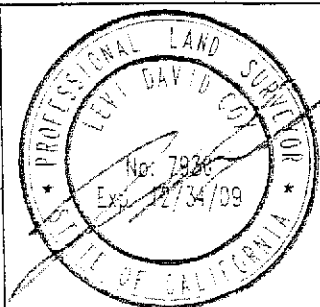


DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	S00°21'00"E	--	3.69'
2	N84°36'09"W	--	37.44'
3	N89°45'00"E	--	37.25'

NOTE:
 △ INDICATES 5' P.U.E. PER M.B. 21/67

SHEET 1 OF 1 SHEET

SOUTHWEST QUARTER OF SECTION 20
 TOWNSHIP 5 SOUTH, RANGE 7 EAST,
 SAN BERNARDINO MERIDIAN
 PARCEL NO. 0389-49



RBF CONSULTING
 PLANNING • DESIGN • CONSTRUCTION
 74-30 COUNTRY CLUB DRIVE, SUITE 201
 PALM DESERT, CALIFORNIA 92260-1655
 760.346.7481 • FAX: 760.346.8335 • www.RBF.com

PLAT TO ACCOMPANY A LEGAL
 DESCRIPTION FOR MILES AVENUE
 PUBLIC ROAD AND UTILITY EASEMENT.

DATE: MARCH 23 2009 JOB: DC-10030-49

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

2 R. GENE WILSON WHO ACQUIRED TITLE TO THE PROPERTY DESCRIBED HEREIN
3 UNDER HER FORMER NAME OF R. GENE HOLT, TRUSTEE OF THE R. GENE HOLT
4 REVOCABLE LIVING TRUST, DATED AUGUST 25, 1992, (Herein referred to as "Grantor")

5 PROJECT: Miles Avenue and Clinton Street
6 PARCEL: 0389-49A
7 APN: 608-163-001

8 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

9 1. The right is hereby granted County to enter upon and use a portion of the land of
10 Grantor in the County of Riverside, State of California, identified as Assessor's Parcel Number
11 608-163-001, as described in the legal description and depicted on the plat map attached
12 hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the
13 construction of the project.

14 2. The temporary construction easement used during construction of the project
15 consists of approximately one thousand three hundred ninety four (1,394) square feet as
16 described on the attached legal description, referenced as Exhibit "A" and depicted on the
17 attached plat map, referenced as Exhibit "B".

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

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

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

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 Four Hundred Sixty Dollars (\$460) for the right to
9 enter upon and use Grantor's land in accordance with the terms hereof.

10 Date: _____

GRANTOR

11 R. GENE WILSON WHO ACQUIRED TITLE TO
12 THE PROPERTY DESCRIBED HEREIN
13 UNDER HER FORMER NAME OF R. GENE
14 HOLT REVOCABLE LIVING TRUST, DATED
15 AUGUST 25, 1992

16 By: R. Gene Wilson
17 R. Gene Wilson

COUNTY OF RIVERSIDE

18 **ATTEST:**

19 Kecia Harper-Ihem
20 Clerk of the Board

21 By: _____
22 Jeff Stone, Chairman
23 Board of Supervisors

24 By: _____

APPROVED AS TO FORM:

Pamela J. Walls
Interim County Counsel

25 By: Synthia M. Gunzel
26 Synthia M. Gunzel
27 Deputy County Counsel

LGH:jw
01/09/09
243TR
12.222

EXHIBIT "A"

LEGAL DESCRIPTION

MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-49A

That certain parcel of land situated in the County of Riverside, State of California, being that portion of Lot 5, in Block E of Boe-Dei Heights, as shown on a map thereof filed in Book 21, Page 67 of Maps, in the Office of the County Recorder of said Riverside County, lying in a portion of Section 22, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 5, also being the southerly right-of-way line of Miles Avenue (formerly 45th Avenue, having a 30.00 foot southerly half-width);

thence along the easterly line of said Lot 5 South 00°21'00" East 3.69 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said easterly line South 00°21'00" East 6.31;

thence South 89°45'00" West 114.47 feet;

thence South 00°21'00" East 63.00 feet to the southerly line of said Lot 5;

thence along said southerly line South 89°45'00" West 5.54 feet to the westerly line of said Lot, also being on the easterly right-of-way line of Ash Avenue;

thence along said westerly line and said easterly right-of-way line North 00°21'00" West 52.97 feet to the beginning of a tangent curve concave easterly and having a radius of 20.00 feet, said curve being on the westerly line of said Lot 5;

thence along said westerly line and said curve northerly 31.45 feet through a central angle of 90°06'00" to a point being on the northerly line of said Lot and the southerly right-of-way line of Miles Avenue;

RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

EXHIBIT "A"
MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-49A

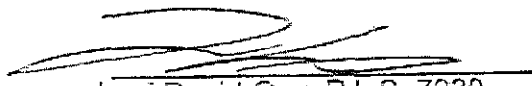
thence continuing along said northerly line, tangent from said curve North 89°45'00" East 62.73 feet;

thence leaving the southerly right-of-way line of Miles Avenue South 84°36'09" East 37.44 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 1394.42 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: 3/26/08

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: Robert J. Williams

DATE: 04/02/08



RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

EXHIBIT "B"

PLAT
TEMPORARY CONSTRUCTION EASEMENT

C/L MILES AVENUE (45TH AVENUE)

N89°45'00"E

P.O.C.

LOT "F"
BOE-DEL-HEIGHTS

T.P.O.B.

N89°45'00"E
62.73

W 389°45'00"W 114.47

PARCEL NO. 0389-49A

BLOCK E
BOE-DEL-HEIGHTS
M.B. 21/67

53.00

N80°21'00"W
52.97

5.54'

C/L ASH AVENUE
1000' 21' 00" W

LOT "G"
BOE-DEL-HEIGHTS

SCALE: 1"=40'

△ INDICATES 5' P.U.E. PER M.B. 21/67

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR

BY: *Robert E. Williams*

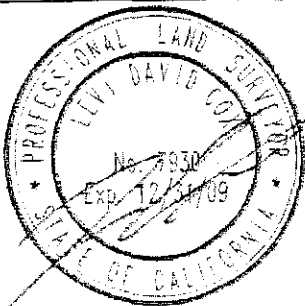
DATE: 04/02/05

DATA TABLE

NO.	BEARING/Delta	RADIUS	LENGTH
1	N00°21'00"W	--	3.59'
2	N00°21'00"W	--	6.31'
3	N89°45'00"E	--	5.54'
4	90°06'00"	20.00'	31.45'
5	N84°36'09"W	--	57.44'

SOUTHWEST QUARTER OF SECTION 20
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-49A

PLAT TO ACCOMPANY A LEGAL
DESCRIPTION FOR MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT



SHEET 1 OF 1 SHEET

RBF
CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

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PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8215 • www.RBF.com

DATE: MARCH 25, 2005 JOB: 07-M0210-49A