

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

643A



FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* 5/4/09
 SUSANA GARCIA-BOCANEGRA

FROM: Department of Facilities Management and Transportation Department **SUBMITTAL DATE:** March 23, 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 608-053-034 and authorize the Chairman of the Board to execute these agreements on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA/FM, or his designee, to execute any documents and administer all actions to complete this transaction.

(Continued)

[Signature]

 Juan C. Pérez, Director
 Transportation Department

[Signature]

 Robert Field
 Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	Current F.Y. Total Cost:	\$30,770	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: *[Signature]*

 Jennifer L. Sargent
 County Executive Office Signature

Policy
 Policy

Consent
 Consent

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

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.23

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Department of Facilities Management's FY 2008/09 Real Property budget as set out on Schedule A; and
4. Allocate the sum of \$22,760 to purchase a portion of Assessor's Parcel Number 608-053-034, \$360 for a temporary construction easement on Assessor's Parcel Number 608-050-010 and \$7,650 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, 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 608-053-034 from Lucille Harris and Frank Swafford for a purchase price of \$23,120. There are transaction costs of \$7,650, associated with this acquisition. This property is one of eighteen 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 608-053-034:

Acquisition:	\$22,760
Temporary Construction Easement	\$ 360
Estimated Title and Escrow Charges:	\$ 1,000
Preliminary Title Report	\$ 350
Appraisal	\$ 2,800
DOFM Staff Time	\$ 3,500
Total Estimated Acquisition Costs:	\$30,770

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 cost 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.

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

Transportation Project Number B2-0389.

PROJECT: Miles Avenue and Clinton Street
PARCEL: 0389-41
APN: 608-053-034 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and LUCILLE G. HARRIS AND FRANK SWAFFORD, 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 a portion of Assessor's Parcel Number 608-053-034 referenced as Parcel 0389-41 and described on Exhibits "A" and "B" attached hereto and made a part hereof in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Twenty Two Thousand Seven Hundred Sixty Dollars (\$22,760) 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.

D. Pay Grantor to install block wall. The amount is included in Paragraph 1A above.

E. Not oversee nor bear any responsibility for ensuring whether Grantor expends the compensation rendered to Grantor to install item described in 1D.

2. Grantor shall:

A. Retain the contractors to complete the work in Paragraph 1D and directly compensate contractor for all cost, fees, and/or expense.

///
///

1 B. Indemnify, defend, protect, and hold County, its officers, employees,
2 agents, successors, and assigns free and harmless from and against any and all claims,
3 liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,
4 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the
5 presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or
6 hazardous substances as a result of Grantor's use, storage, or generation of such materials or
7 substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to
8 such materials or substances. For the purpose of this agreement, such materials or
9 substances shall include without limitation hazardous substances, hazardous materials, or toxic
10 substances as defined in the Comprehensive Environmental Response, Compensation, and
11 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
12 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
13 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in
14 Section 25117 of the California Health and Safety Code or hazardous substances in Section
15 25316 of the California Health and Safety Code; and in the regulations adopted in publications
16 promulgated pursuant to said laws.

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

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

4. Grantor hereby agrees and consents to the dismissal of any condemnation
action which has been or may commence 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.

5. 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.

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

7. 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.

///

1 8. 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: _____

GRANTOR:

5 By: Lucille G. Harris
6 Lucille G. Harris

7 By: Frank Swafford
8 Frank Swafford

9 **ATTEST:**

10 Kecia Harper-Ihem
11 Clerk to the Board

12 By: _____
13 Deputy

14 **APPROVED AS TO FORM:**

15 Pamela J. Walls
16 County Counsel

17 By: Synthia M. Gunzel
18 Cynthia M. Gunzel
19 Deputy County Counsel

COUNTY OF RIVERSIDE

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

23 LGH:jw
24 03/20/09
25 243TR18
12.226

EXHIBIT "A"

LEGAL DESCRIPTION

MILES AVENUE & CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-41

That certain parcel of land situated in the County of Riverside, State of California, being that portion of Lot 22 of Oasis Palms, as shown on a map thereof filed in Book 31, Pages 18 and 19 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:

BEGINNING at the northeast corner of said Lot 22;

thence along the easterly line of said Lot 22, said line also being the westerly right-of-way line of Clinton Street (30.00 feet in the westerly half width), South $00^{\circ}21'30''$ East 88.55 feet to the beginning of a tangent curve concave northwesterly and having a radius of 20.00 feet, said curve also being the southeasterly line of said Lot 22;

thence along said curve southerly, southwesterly and westerly 31.46 feet through a central angle of $90^{\circ}06'59''$ to the southerly line of said Lot 22;

thence along said southerly line, said line also being the northerly right-of-way line of Miles Avenue (50.00 feet northerly half width), tangent from said curve South $89^{\circ}45'00''$ West 14.96 feet;

thence North $46^{\circ}22'04''$ East 35.74 feet to a point on a non-tangent curve concave easterly and having a radius of 2039.00 feet, a radial line of said curve to said point bears North $89^{\circ}56'35''$ East;

thence along said curve northerly 84.09 feet through a central angle of $02^{\circ}21'47''$ to the northerly line of said Lot 22;

LEGAL DESCRIPTION

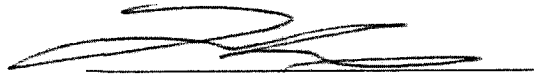
MILES AVENUE & CLINTON STREET
PUBLIC ROAD AND UTILITY EASEMENT
PARCEL 0389-41

thence along said northerly line, non-tangent from said curve, North 89°54'00"
East 6.77 feet to the northeasterly corner of said Lot 22, said corner also being
the POINT OF BEGINNING.

CONTAINING: 1139.24 Square Feet, more or less.

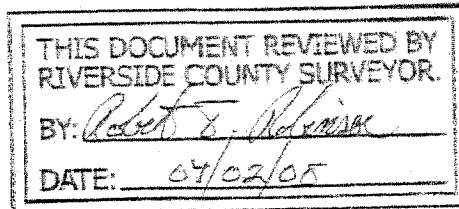
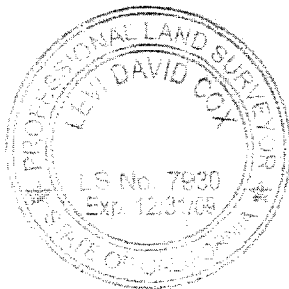
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.



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

Date: 3/26/08

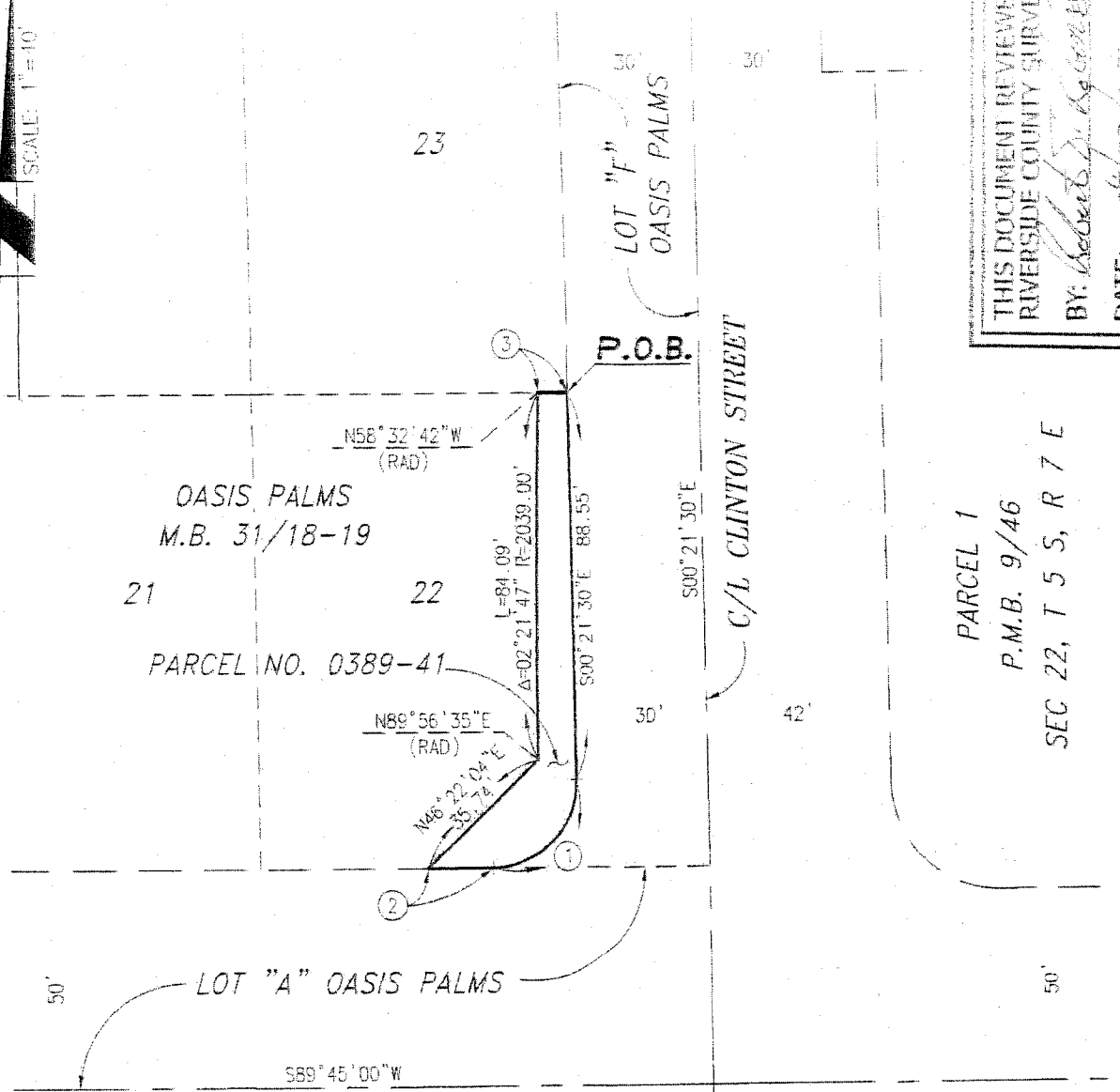


RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008

INDICATES PUBLIC ROAD
AND UTILITY EASEMENT
1:139.74 S.F.

EXHIBIT "B"

PLAT
PUBLIC ROAD AND UTILITY EASEMENT



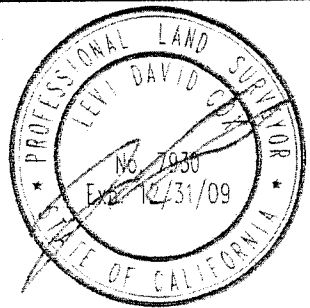
THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Robert D. G. G. G.*
DATE: *07/02/08*

PARCEL 1
P.M.B. 9/46
SEC 22, T 5 S, R 7 E

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	90°06'59"	20.00'	31.46'
2	S89°45'00"W	--	14.96'
3	N89°54'00"E	--	6.77'

NORTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 7 EAST,
SAN BERNARDINO MERIDIAN
PARCEL NO. 0389-41

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



SHEET 1 OF 1 SHEET

RBF PLANNING ■ DESIGN ■ CONSTRUCTION
CONSULTING

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

DATE: MARCH 25, 2008 JN: 20-100220-41

1 COUNTY OF RIVERSIDE, (Herein referred to as "County"), and
2 LUCILLE G. HARRIS AND FRANK SWAFFORD, (Herein referred to as "Grantor")

3
4 PROJECT: Miles Avenue and Clinton Street
5 PARCEL: 0389-41A
6 APN: 608-053-034 (portion)

7
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
11 608-053-034, 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 one hundred fifteen (1,115) square feet as described
16 on the attached legal description, referenced as Exhibit "A" and depicted on the attached plat
17 map, referenced as Exhibit "B".

18 3. The rights granted herein may be exercised for four (4) months commencing on
19 the date that the thirty (30) day written notice by County is delivered to Grantor in accord to the
20 notice provision herein, and concludes at the end of four months of the grant of the easement,
21 or the conclusion of the project, whichever shall be later.

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

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

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.

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

8. 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.

9. 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 Three Hundred and Sixty Dollars (\$360) for the
9 right to enter upon and use Grantor's land in accordance with the terms hereof.

10 Date: _____

GRANTOR:

11 By: Lucille G. Harris
12 Lucille G. Harris

13 By: Frank Swafford
14 Frank Swafford

15 **ATTEST:**

16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Deputy

COUNTY OF RIVERSIDE

20 **APPROVED AS TO FORM:**

21 Pamela J. Walls
22 County Counsel

23 By: _____
24 Jeff Stone, Chairman
25 Board of Supervisors

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

29 LGH:jw
30 03/20/09
31 243TR20
32 12.226

EXHIBIT "A"

LEGAL DESCRIPTION

MILES AVENUE & CLINTON STREET
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-41A

That certain parcel of land situated in the County of Riverside, State of California, being that portion of Lot 22 of Oasis Palms, as shown on a map thereof filed in Book 31, Pages 18 and 19 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:

BEGINNING at the southwest corner of said Lot 22, also being a point on the northerly right-of-way line of Miles Avenue (formerly 45th Avenue, having a northerly half width of 50.00 feet) as shown on said map of Oasis Palms;

thence along the westerly line of said Lot North 00°21'30" West 15.00 to a point on a line that is 15.00 feet northerly of, as measured at right angles, and parallel with the southerly line of said Lot;

thence parallel with said southerly Lot line North 89°45'00" East 47.64 feet;

thence North 46°22'04" East 18.43 feet to a point on a non-tangent curve concave easterly and having a radius of 2043.00 feet, a radial line of said curve from said point bears South 89°58'13" East;

thence along said curve northerly 80.99 feet through a central angle of 02°16'17" to the northerly line of said Lot;

thence along said northerly line, non-tangent from said curve North 89°54'00" East 4.00 feet to a point on a non-tangent curve concave easterly and having a radius of 2039.00 feet, a radial line of said curve from said point bears South 87°41'39" East;

thence along said curve southerly 84.09 feet through a central angle of 02°21'47";

thence non-tangent from said curve South 46°22'04" West 35.74 feet to the southerly line of said Lot, also being on the northerly right-of-way line of said Miles Avenue;

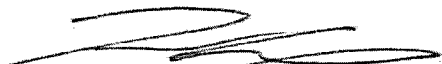
EXHIBIT "A"
MILES AVENUE
TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. 0389-41A

thence along said southerly line South 89°45'00" West 39.01 feet to the POINT OF BEGINNING;

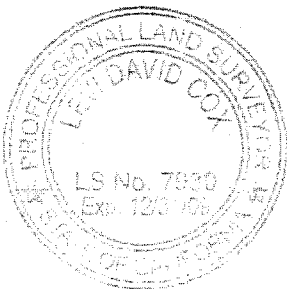
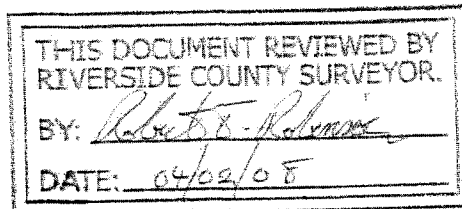
CONTAINING: 1115.48 Square Feet / 0.03 Acres, more or less.

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



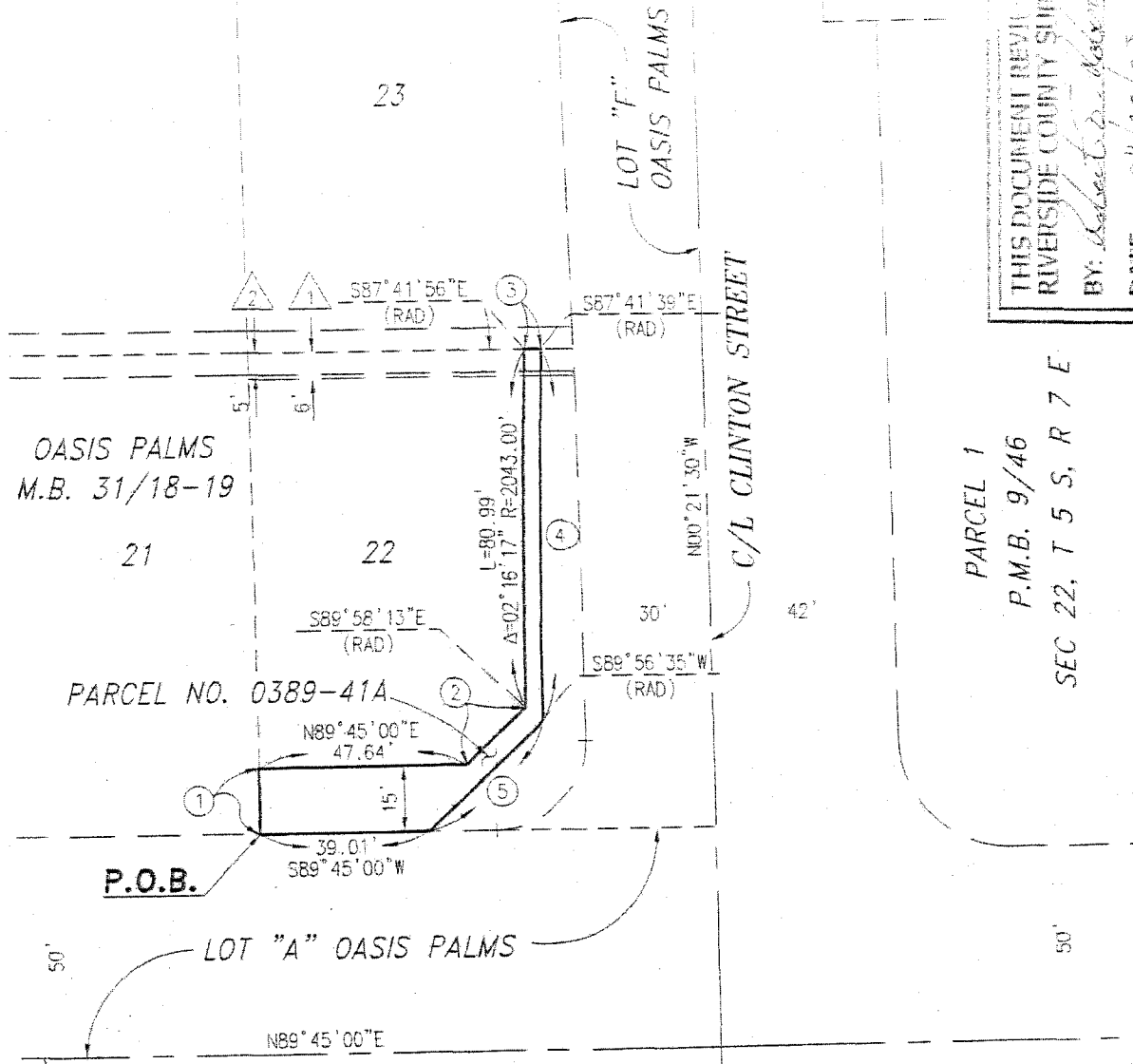
RBF CONSULTING
74-130 Country Club Drive, Suite 201
Palm Desert, CA 92260
Prepared: March 25, 2008



EXHIBIT "B"

PLAT
TEMPORARY CONSTRUCTION EASEMENT

INDICATES TEMPORARY
CONSTRUCTION EASEMENT.
M.B. 31/18-19

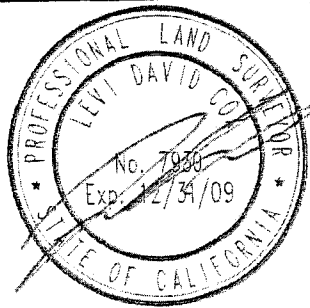
THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR
 BY: Robert D. ...
 DATE: 04/02/08



- 
 INDICATES 6' EASEMENT TO GENERAL TELEPHONE CO.
 REC 9/19/1967 AS ISNT. NO. 81676
- 
 INDICATES 5' P.U.E. PER M.B. 31/18-19.

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N00°22'30"W	--	15.00'
2	N46°22'04"E	--	18.43'
3	N85°54'00"E	--	4.00'
4	02°21'47"	2039.00'	84.09'
5	S46°22'04"W	--	35.74'

NORTHWEST QUARTER OF SECTION 22
 TOWNSHIP 5 SOUTH, RANGE 7 EAST,
 SAN BERNARDINO MERIDIAN
 PARCEL NO. 0389-41A



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

SHEET 1 OF 1 SHEET

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 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: MARCH 25, 2005 BY: 20-100220-41A