

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* 7-13-09
 SUSANA GARCIA-BOCANEGRA

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

730
A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
June 3, 2009

SUBJECT: Acquisition Agreements for the Bermuda Dunes Drainage Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreements for a portion of Assessor's Parcel Numbers 607-391-037 and 607-391-050 and authorize the Chairman of the Board to execute these agreements on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA for the Economic Development Agency or his designee to execute any documents and administer all actions to complete this transaction;

(Continued)

[Signature]

 Juan C. Perez, Director
 Transportation Department

[Signature]

 Robert Field,
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$19,972	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Palm Desert Financing Authority Bond Proceeds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
 BY: _____
 Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 7-13-09
 DATE: _____
 SYNTHIA M. GUNZEL
 Departmental Concurrence

Policy
 Policy

Consent
 Consent

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

Prev. Agn. Ref.: 3.32, 1/27/09 | District: 4 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.48

(Continued)

RECOMMENDED MOTION:

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 Real Property budget as set out on Schedule A; and
4. Allocate the sum of \$6,636 to purchase a portion of Assessor's Parcel Numbers 607-391-037 and 607-391-050 and \$13,336 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department is proposing to construct a retention basin and related drainage improvements on Jamaica Sands Drive and Trinity Circle, in the Bermuda Dunes area.

The related drainage improvements will include construction of an underground 18" diameter storm drain pipe to convey storm water collected from the low point on Trinity Circle to the proposed retention basin on Jamaica Sands Drive.

The drainage water that flows to the low points on these two streets is not being dissipated by the existing dry well system. The soils surrounding the dry wells have become saturated by a high volume of daily nuisance water flowing from adjacent residences and other sources. The proposed improvements will remove the dry wells and install a drainage system of catch basins and connector pipes to a retention basin on Jamaica Sands Drive. The board authorized the acquisition of property to build the proposed retention basin on January 27, 2009 (Item 3.32).

The Economic Development Agency (EDA) has negotiated the acquisition of portions of Assessor's Parcel Numbers 607-391-037 and 607-391-050 from Anthony and Jennifer Hobbes and Lyndon and Kristi Franz respectively for a purchase price of \$6,636. There are transaction costs of \$13,336 associated with this acquisition.

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 of a portion of Assessor's Parcel Numbers 607-391-037 and 607-391-050:

Acquisition:	\$ 6,636
Estimated Title and Escrow Charges:	\$ 1,810
Preliminary Title Reports:	\$ 500
County Appraisals:	\$ 4,400
EDA Real Property Costs:	\$ 6,626
Total Estimated Acquisition Costs:	\$19,972

While EDA 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 EDA 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 2008/09. 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	\$4,900
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Increase Appropriations:

10000-7200400000-525400 - Title Company Services	\$ 500
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10000-7200400000-524550 - Appraisal Services	\$4,400
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PROJECT: Bermuda Dunes Drainage Project
PARCEL: 0660-001
APN: 607-391-037 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION, herein called "County", and Anthony J. Hobbes and Jennifer J. Hobbes, husband and wife as joint tenants, herein called "Grantors".

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 607-391-037, referenced as Parcel 0660-001 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 Three Thousand Dollars (\$3,000.00) 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

1 materials, or toxic substances as defined in the Comprehensive Environmental Response,
2 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
3 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
4 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
5 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
6 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
7 regulations adopted in publications 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
17 total amount of unpaid principal and interest on the note secured by **Deed of Trust recorded**
18 **August 8, 2005, as Instrument No. 2005-0639796**, Official Records of Riverside County,
19 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to
20 provide a partial reconveyance as the Assessor's Parcel Number 607-391-037, and to furnish
21 Grantor with good and sufficient receipt showing said moneys credited against the
22 indebtedness secured by said Deed of Trust.

23
24 Grantor hereby authorizes and directs the disbursement of funds which
25 are demanded under the terms of said Deed of Trust.

26
27 4. It is mutually understood and agreed by and between the parties hereto
28 that the right of possession and use of the subject property by County, including the right to
29 remove and dispose of improvements, shall commence upon the execution of this agreement
30 by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment
31 for such possession and use.

32
33 5. Grantor hereby agrees and consents to the dismissal of any
34 condemnation action which has been or may commenced by County in the Superior Court of
35 Riverside County to condemn said land, and waives any and all claim to money that has been
36 or may be deposited in court in such case or to damages by reason of the filing of such action.

37
38 6. The performance by the County of its obligations under this agreement
39 shall relieve the County of any and all further obligations or claims on account of the acquisition
40 of the property referred to herein or on account of the location, grade, or construction of the
41 proposed public improvement.

42
43 7. This agreement shall not be changed, modified, or amended except
44 upon the written consent of the parties hereto.

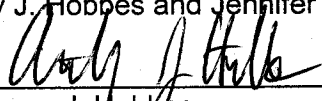
45
46 8. This agreement is the result of negotiations between the parties and is
47 intended by the parties to be a final expression of their understanding with respect to the
48 matters herein contained. This agreement supersedes any and all other prior agreements and
49 understandings, oral or written, in connection therewith. No provision contained herein shall be
50 construed against the County solely because it prepared this agreement in its executed form.

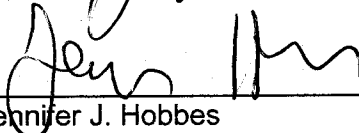
1 9. Grantor, their assigns and successors in interest, shall be bound by all the terms
2 and conditions contained in this agreement, and all the parties thereto shall be jointly and
3 severally liable thereunder.

4 Dated: _____

5 **GRANTOR:**

6 Anthony J. Hobbes and Jennifer J. Hobbes

7 By: 
8 Anthony J. Hobbes

9 By: 
10 Jennifer J. Hobbes

11 **COUNTY OF RIVERSIDE**

12 **ATTEST:**

13 Kecia Harper-Ihem
14 Clerk of the Board

15 By: _____
16 Jeff Stone, Chairman
17 Board of Supervisors

18 By: _____

19 **APPROVED AS TO FORM:**

20 Pamela J. Walls
21 County Counsel

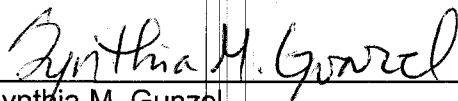
22 By: 
23 Cynthia M. Gunzel
24 Deputy County Counsel

Exhibit "A"
Legal Description
Jamaica Sands Retention Basin Project
Parcel 0660-001

That portion of Lot 42, as shown on Tract Map No. 2508, filed in Book 46, Pages 71 and 72 of Maps, Records of Riverside County, California, lying in the southeast one-quarter of the southeast one-quarter of Section 8, Township 5 South, Range 7 East, San Bernardino Meridian described as follows:

Beginning at the northwesterly property corner of said Lot 42;

Thence, North 65° 17' 24" East, a distance of 117.00 feet along the northerly property line, to the northeast corner of said Lot 42;

Thence, South 16° 55' 39" East, along the easterly boundary of said lot 42, a distance of 8.07 feet;

Thence, leaving said easterly boundary, South 66° 46' 19" West, a distance of 116.00 feet to westerly boundary of said Lot 42, and also being the beginning of a non-tangent curve concave southwesterly having a radius of 230.00 feet, a radial line from said beginning of curve bears South 66° 32' 08" West;

Thence, northwesterly a distance of 5.00 feet along the westerly boundary of said Lot 42, and the arc of said curve through a central angle of 01° 14' 44", to the **Point Of Beginning**.

The above described parcel contains 758 square feet more or less.

See Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision.


Robert T. Robinson L. S. 7534


Date

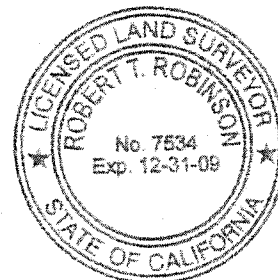
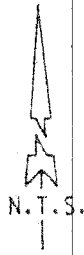
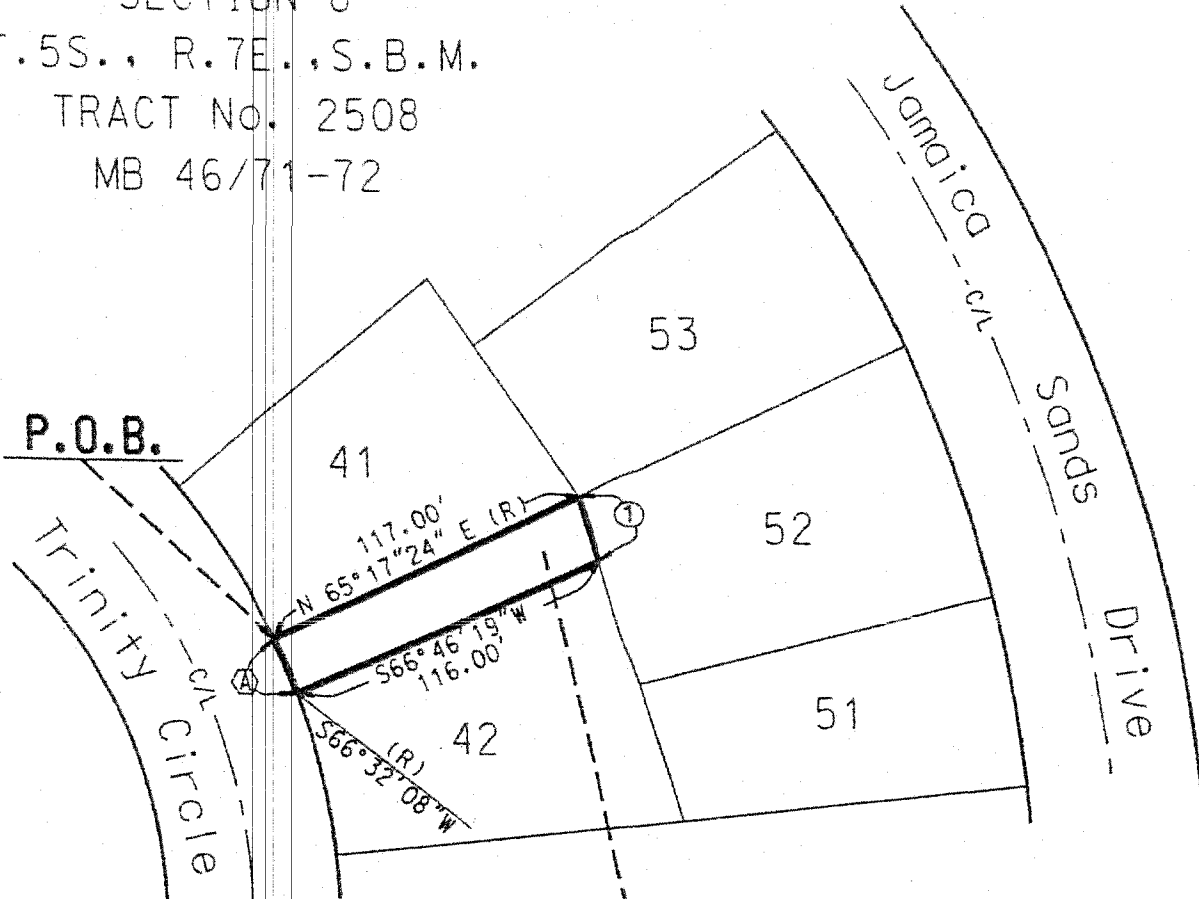


EXHIBIT "B"
DRAINAGE EASEMENT



SECTION 8
T.5S., R.7E., S.B.M.
TRACT No. 2508
MB 46/71-72



PARCEL
0660-001
757.94 SQ. FT.
0.017 AC.

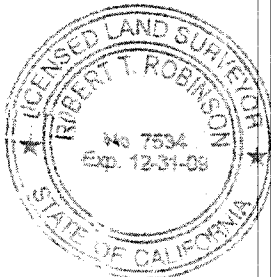
Notes:

LINE DATA

① S 16°55'39" E - 8.07'

Ⓐ CURVE DATA

R= 230.00'
Δ= 01°14'44"
L= 5.00'



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: DRAINAGE EASEMENT

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Robert T. Robinson* DATE: 09/09/08

PAR. NO.: 0660-001

PREPARED BY: W.J.H.

SCALE: N.T.S.

DATE: JULY, 2008

W.O. NO.: B5-0660

PROJECT: Bermuda Dunes Drainage Project
PARCEL: 0660-002
APN: 607-391-050 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and LYNDON FRANZ and KRISTI K. FRANZ, husband and wife as joint tenants, herein called "Grantors".

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 607-391-050, referenced as Parcel 0660-001 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 Three Thousand Three Hundred Thirty Six Dollars (\$3,636.00) 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

1 materials or substances shall include without limitation hazardous substances, hazardous
2 materials, or toxic substances as defined in the Comprehensive Environmental Response,
3 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
4 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
5 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
6 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
7 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
8 regulations adopted in publications promulgated pursuant to said laws.

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

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

24 5. The performance by the County of its obligations under this agreement
25 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.

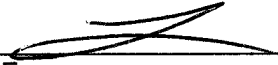
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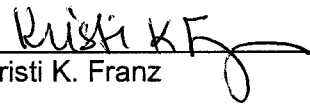
1 8. Grantor, their assigns and successors in interest, shall be bound by all
2 the terms and conditions contained in this agreement, and all the parties thereto shall be jointly
3 and severally liable thereunder.

4 Dated: _____

GRANTOR:

Lyndon Franz and Kristi K. Franz

5 By: 
6 Lyndon Franz

7 By: 
8 Kristi K. Franz

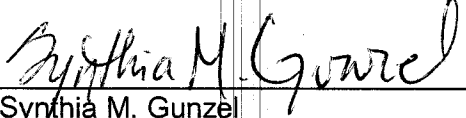
COUNTY OF RIVERSIDE

9 By: _____
10 Jeff Stone, Chairman
11 Board of Supervisors

12 **ATTEST:**
13 Kecia Harper-Ihem
14 Clerk of the Board

15 By: _____
16 Deputy

17 **APPROVED AS TO FORM:**
18 Pamela J. Walls
19 County Counsel

20 By: 
21 Synthia M. Gunzel
22 Deputy County Counsel

23 LGH:jw
24 05/14/09.8
25 227TR
12.584

Exhibit "A"
Legal Description
Jamaica Sands Retention Basin Project
0660-02

That portion of Lot 52, as shown on Tract Map No. 2508, filed in Book 46, Pages 71 and 72 of Maps, Records of Riverside County, California, lying in the southeast one-quarter of the southeast one-quarter of Section 8, Township 5 South, Range 7 East, San Bernardino Meridian described as follows:

Beginning at the northwesterly property corner of said Lot 52;

Thence, North 65° 17' 24" East, a distance of 123.00 feet, along the northerly property line, to the northeast corner of said Lot 52, and also being the beginning of a non-tangent curve concave southwesterly and having a radius of 470.00 feet, a radial line from said beginning of curve bears South 65° 17' 24" West";

Thence, southeasterly a distance of 8.00 feet along the easterly boundary of said Lot 52, and the arc of said curve through a central angle of 00° 58' 31", to a point on the easterly boundary line of said Lot 52;

Thence, leaving said easterly boundary line, South 65° 17' 24" West, a distance of 124.03 feet, to a point on the westerly boundary of said Lot 52;

Thence, northwesterly along the westerly boundary of said Lot 52, North 16° 55' 39" West, a distance of 8.07 feet to **The Point of Beginning**.

The above described parcel contains 988 square feet more or less.

See Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared under my supervision.


Robert T. Robinson L.S. 7534

09/11/08
Date

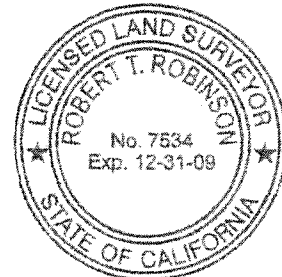
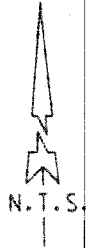
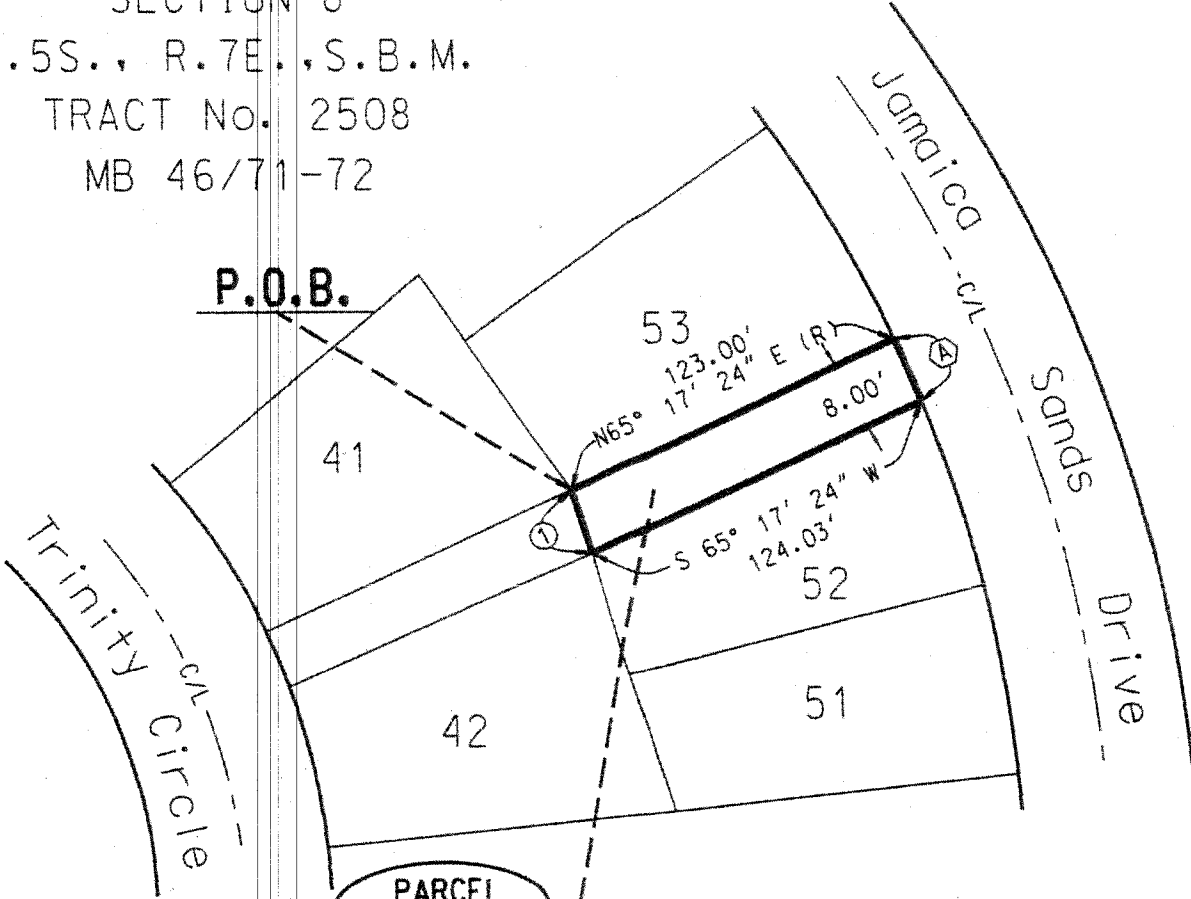


EXHIBIT "B"
DRAINAGE EASEMENT



SECTION 8
T.5S., R.7E., S.B.M.
TRACT No. 2508
MB 46/71-72



PARCEL 0660-002

988.19 SQ. FT.
0.023 AC.

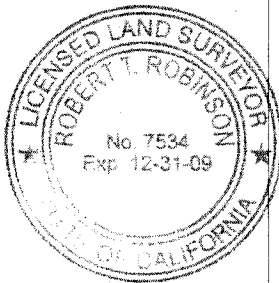
Notes:

LINE DATA

① N 16° 55' 39" W - 8.07'

Ⓐ CURVE DATA

R = 470.00'
Δ = 00° 58' 31"
L = 8.00'



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: DRAINAGE EASEMENT

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Robert T. Robinson* DATE: 07/11/08

PAR. NO.:	0660-002
PREPARED BY:	W.J.H.
SCALE:	N.T.S.
DATE:	JULY, 2008
W.O. NO.:	B5-0660