

FISCAL PROCEDURES APPROVED
 ROBERTE BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* 9/2/09
 SUSANA GARCIA-BOCANEGRA

179A



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

FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 August 17, 2009

SUBJECT: Acquisition Agreement for the Date Palm Drive Interchange at Interstate 10 Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for a portion of Assessor's Parcel Number 675-030-060 and authorize the Chairman of the Board to execute this agreement on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions to complete this transaction;

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
 Transportation Department

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$339,407	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: 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

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 4

Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.27

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$325,307 to acquire a portion of Assessor's Parcel Number 675-030-060, and \$14,100 to pay all related costs.

BACKGROUND:

Date Palm Drive is a north-south arterial, located in the Coachella Valley, which provides vital access to Interstate 10 for the cities of Cathedral City and Rancho Mirage. The interchange and local arterial presently experience congestion during peak hours. As the area further develops in future years, the traffic is expected to grow and further degrade traffic operations at the ramp intersections and also operations on Date Palm Drive.

The proposed Date Palm Drive interchange will be a partial cloverleaf configuration consisting of realigned eastbound and westbound on and off-ramps. The existing bridge will be widened to accommodate six through traffic-lanes, a raised median, a sidewalk, and a shoulder that will be used as a bike lane.

The reconstruction of this interchange will provide improved access and roadway operations to the surrounding community. The need for improving the Date Palm/Interstate 10 interchange has been recognized by the County of Riverside Transportation Department, Cathedral City, Coachella Valley Association of Governments, and the California Department of Transportation.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 675-030-060 for a price of \$325,307. There are costs of \$14,100 associated with this transaction. This property is one of seven properties located in 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 of a portion of Assessor's Parcel Number 675-030-060:

Acquisition	\$ 325,307
Estimated Title and Escrow Charges	\$ 1,200
Preliminary Title Report	\$ 400
Appraisal	\$ 7,500
EDA Real Property Staff Time	\$ 5,000
Total Estimated Acquisition Costs:	\$ 339,407

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 2009/10. 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	\$7,900
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 400
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10000-7200400000-524550	Appraisal Services	\$7,500
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PROJECT: I-10 and Date Palm Drive Project
PARCELS: 0373-006A and 20659-1
APN: 675-030-060 (PORTION)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and DESERT DWELLERS INC., herein called "Grantor".

Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County or to the designated escrow company, a County of Riverside Grant Deed dated July 13, 2009, identifying a portion of Assessor's Parcel Number 675-030-060, referenced as Parcel 0373-006A and described on Exhibits "A" and "B" attached hereto and made a part hereof, a State of California Grant Deed dated July 13, 2009, identifying a portion of Assessor's Parcel Number 675-030-060, referenced as Parcel 20659-1 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 Hundred Twenty Five Thousand Three Hundred Seven Dollars (\$325,307) for the property, or interest therein, conveyed by said deeds, 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

1 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
2 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
3 laws relating to such materials or substances. For the purpose of this agreement, such
4 materials or substances shall include without limitation hazardous substances, hazardous
5 materials, or toxic substances as defined in the Comprehensive Environmental Response,
6 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
7 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
8 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
9 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
10 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
11 regulations adopted in publications promulgated pursuant to said laws.

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

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

23 4. Grantor hereby agrees and consents to the dismissal of any
24 condemnation action which has been or may commenced by County in the Superior Court of
25 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.

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

4 Dated: July 13, 2009

GRANTOR:

Desert Dwellers, Inc.

6 By: 
7 Edward F. Sher, Principle Owner

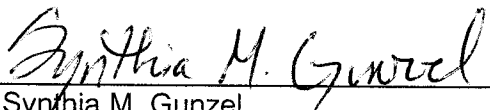
COUNTY OF RIVERSIDE

10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk to the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

13 By: _____
14 Deputy

15 **APPROVED AS TO FORM:**
16 Pamela J. Walls
17 County Counsel

18 By: 
19 Synthia M. Gunzel
Deputy County Counsel

CO:jw
06/15/09
199TR
12.786

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0373-006A

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 4, SAID CORNER LYING ON THE CENTERLINE OF DATE PALM DRIVE, AS SHOWN ON RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332, INCLUSIVE, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 89°49'04" W ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 4, A DISTANCE OF 16.766 METERS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DATE PALM DRIVE (16.764 METER HALF WIDTH) AS SHOWN ON THE DEED PLAT OF DATE PALM DRIVE AND VISTA CHINO IN THE AGUA CALIENTE INDIAN RESERVATION DATED JANUARY 1964, PER RIVERSIDE COUNTY MAP NUMBER 762-K, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 01°03'09" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF DATE PALM DRIVE, A DISTANCE OF 14.620 METERS TO THE NORTHWEST CORNER OF THE MOST NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL 12207-B ON SAID RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332;

THENCE N 88°56'50" W ALONG THE WESTERLY PROLONGATION OF SAID MOST NORTHERLY LINE OF SAID PARCEL 12207-B, A DISTANCE OF 12.349 METERS;

THENCE N 05°48'56" E, A DISTANCE OF 14.429 METERS TO A POINT OF INTERSECTION WITH SAID EAST-WEST CENTER SECTION LINE OF SECTION 4;

THENCE N 89°49'04" E ALONG SAID EAST-WEST CENTER SECTION LINE OF SECTION 4, A DISTANCE OF 11.153 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 170.3 SQUARE METERS, 1,833 SQUARE FEET OR 0.042 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00001968 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 241-G-7, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 8/12/09

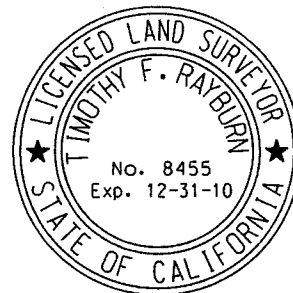


EXHIBIT "B"

CATHEDRAL CITY

SECTION 3

T.4S., R.5E., S.B.M.



NOTE

- ▲ LOT "C" PER MB 237/32-38
- ▲ RELINQUISHED TO RIV. CO. PER INST. #122261 12/14/1966
- |||| INDICATES RESTRICTED ACCESS

16.764 m

42.367 m

25.603 m

8.839 m

RS 88/24

MB 237/32-38

DEED PLAT 762-K

T.P.O.B.

P.O.C.

(E 1/4 COR SEC 4)

N 89°49'04" E E-W CTR SEC LINE

APN 675-030-060

PARCEL 0373-006A

170.3 SO. METERS
1.833 SO. FEET
0.042 ACRES

N'LY LINE OF CALTRANS R/W PER RIV CO MAP 204/330-332

LINE DATA

- ① S 89°49'04" W - 16.766 m
- ② S 01°03'09" W - 14.620 m
- ③ N 88°56'50" W - 12.349 m
- ④ N 05°48'56" E - 14.429 m
- ⑤ N 89°49'04" E - 11.153 m

"m" - INDICATES "METERS"

CENTERLINE & SECTION LINE

INTERSTATE 10
RIV CO MAP 204/330-332

SECTION 4

T.4S., R.5E., S.B.M.



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.00001968.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: DATE PALM DRIVE / I-10

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: *Timothy F. Rayburn* DATE: 8/12/09

PAR. NO.: 0373-006A

PREPARED BY: BC|||

SCALE: N.T.S.

DATE: AUGUST, 2009

W.O. NO.: A8-0373

SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 20659-1

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 4, SAID CORNER LYING ON THE CENTERLINE OF DATE PALM DRIVE, AS SHOWN ON RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332, INCLUSIVE, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 01°03'09" W ALONG SAID CENTERLINE AND THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 14.981 METERS TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL 12207-B ON SAID RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332;

THENCE N 88°56'51" W ALONG THE NORTHERLY LINE OF SAID PARCEL 12207-B, A DISTANCE OF 16.764 METERS TO THE NORTHWEST CORNER OF SAID PARCEL, SAID NORTHWEST CORNER BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID DATE PALM DRIVE (16.764 METER HALF-WIDTH) AS SHOWN ON SAID RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332;

THENCE S 01°03'09" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.725 METERS TO AN ANGLE POINT THEREIN;

THENCE S 04°57'05" W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 67.234 METERS TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 10 AS SHOWN ON SAID RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332;

THENCE N 73°14'45" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 23.996 METERS;

THENCE N 20°43'44" E, A DISTANCE OF 16.254 METERS;

THENCE N 09°13'18" E, A DISTANCE OF 38.037 METERS;

THENCE N 05°48'56" E, A DISTANCE OF 53.538 METERS TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE OF PARCEL 12207-B;

THENCE S 88°56'51" E ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 12.349 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,844.5 SQUARE METERS, 19,854 SQUARE FEET OR 0.456 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS OF ACCESS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY, HEREIN ABOVE DESCRIBED.

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 20659-1
(CONTINUED)

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00001968 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 241-G-7, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-10-KP 62.99-20659 (20659-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F Rayburn*

DATE: 8/12/09

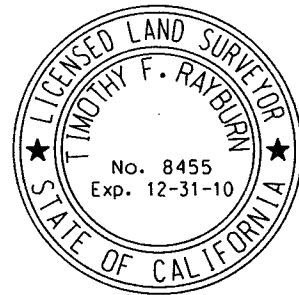
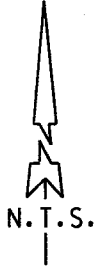


EXHIBIT "B"

08-RIV-10-KP 62.99-20659 (20659-1)

SECTION 3

T.4S., R.5E., S.B.M.



CATHEDRAL CITY

MB 237/32-38

RS 88/24

16.764 m

42.367 m

25.603 m

DRIVE

CENTERLINE & SECTION LINE

T.P.O.B.

(NW COR PCL 12207-B,
PER RIV CO MAP NO.
204/330-332)

P.O.C.

(E 1/4 COR SEC 4)

E'LY LINE LOT "C"

E-W CTR SEC LINE

(NE COR PCL 12207-B)

PARCEL
20659-1

1.844.5 SO. METERS
19.854 SO. FEET
0.456 ACRES

APN 675-030-060

(N'LY LINE PCL 12207-B)

LINE DATA

- ① S 01-03-09 W - 14.981 m
- ② N 88-56-51 W - 16.764 m
- ③ S 01-03-09 W - 45.725 m
- ④ S 04-57-05 W - 67.234 m
- ⑤ N 73-14-45 W - 23.996 m
- ⑥ N 20-43-44 E - 16.254 m
- ⑦ N 09-13-18 E - 38.037 m
- ⑧ N 05-48-56 E - 53.538 m
- ⑨ S 88-56-51 E - 12.349 m

▲ LOT "C" PER MB 237/32-38

▲ RELINQUISHED TO RIV. CO.
PER INST. #122261 12/14/1966

|||| INDICATES RESTRICTED ACCESS
"m" - INDICATES "METERS"

N'LY R/W I-10

INTERSTATE

RIV CO MAP NO. 204/330-332

SECTION 4

T.4S., R.5E., S.B.M.

PCL 12207-B

DATE

10

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY ABE OBTAINED BY
MULTIPLYING THE GRID DIST. BY A COMBINATION
FACTOR OF 1.00001968.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 20659-1

PROJECT: DATE PALM DRIVE / I-10

PREPARED BY: BC111

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SCALE: N.T.S.

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SHEET 1 OF 1 SHEET

