

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: [Signature] 11-16-09  
 SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNSEL  
 BY: [Signature] 9-1-09  
 SYMTHIA M. GUNZEL, DATE: [Signature]  
 Departmental Concurrence

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

110A



**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**  
 August 27, 2009

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for a portion of Assessor's Parcel Number 606-200-077 and authorize the Chairman of the Board to execute this agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other 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

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$9,150	<b>In Current Year Budget:</b>	No
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	Yes
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10

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

**C.E.O. RECOMMENDATION:**

APPROVE

BY: [Signature]  
 Jennifer Z. Sargent

**County Executive Office Signature**

Policy  
 Policy  
 Consent  
 Consent

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

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

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3.18

**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 \$500 to purchase a portion of a Assessor's Parcel Number 606-200-077 and \$8,650 to pay all related transaction cost.

**BACKGROUND:**

The Miles Avenue and Clinton Street Road Widening Project, is located in the City of Indio in 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 have already been completed.

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 have already been completed.

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. These improvements will commence March 2010.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 606-200-077 from Dona K. Lane, Surviving Trustee, James S. Harrison and Linda Marie Harrison for \$500. There are costs of \$8,650 associated with this transaction. This property is located in Phase I 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 of a portion of Assessor's Parcel Numbers 606-200-077:

Purchase Price	\$500
Estimated Title and Escrow Charges	\$1,500
Preliminary Title Report	\$400
Appraisal	\$4,250
EDA Real Property Staff Time	\$2,500
Total Estimated Acquisition Costs	\$9,150

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 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 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	\$4,650
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**Increase Appropriations:**

10000-7200400000-525400	Title Company Services	\$400
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10000-7200400000-524550	Appraisal Services	\$4,250
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PROJECT: Miles Avenue and Clinton Street  
APN: 606-200-077 (portion)  
PARCEL: 0389-003C

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and DONA K. LANE, SURVIVING TRUSTEE OF THE LANE TRUST DATED OCTOBER 9, 1979 AND JAMES S. HARRISON AND LINDA MARIE HARRISON, HUSBAND AND WIFE AS JOINT TENANTS, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, Real Property Agent for the County or to the designated escrow company, an Easement Deed dated \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 606-200-077 as 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 Five Hundred Dollars (\$500) 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,

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

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

14  
15 3. Any and all moneys payable under this contract, up to and including the total  
16 amount of unpaid principal and interest on the note secured by Deed of Trust recorded June  
17 30, 2008, as Instrument No. 2008-0357051, Official Records of Riverside County, shall, upon  
18 demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a  
19 partial reconveyance of Assessor's Parcel Number 606-200-077, and to furnish Grantor with  
20 good and sufficient receipt showing said moneys credited against the indebtedness secured by  
21 said Deed of Trust.

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

24  
25 4. It is mutually understood and agreed by and between the parties hereto that the  
right of possession and use of the subject property by County, including the right to remove and  
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.

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 County solely because it prepared this agreement in its executed

1 form.

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

5 Dated: \_\_\_\_\_

**GRANTOR**

6 Dona K. Lane, Surviving Trustee of the Lane  
7 Trust dated October 9, 1979 and James S.  
8 Harrison and Linda Marie Harrison, husband  
9 and wife as joint tenants

10 By: *Dona K. Lane Trustee*  
11 Dona K. Lane, Surviving Trustee

12 By: *James S. Harrison*  
13 James S. Harrison

14 By: *Linda Marie Harrison*  
15 Linda Marie Harrison

16 **ATTEST:**  
17 Kecia Harper-Ihem  
18 Clerk of the Board

**COUNTY OF RIVERSIDE**

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

22 By: \_\_\_\_\_  
23 Deputy

**APPROVED AS TO FORM:**

24 Pamela J. Walls  
25 County Counsel

By: *Synthia M. Gunzel*  
Synthia M. Gunzel  
Deputy County Counsel

MH:jw  
06/25/09  
243TR  
12.840

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**MILES AVENUE**  
**CVWD ACCESS EASEMENT**  
**PARCEL NO. 0389-003C**

That certain parcel of land situated in the City of Indio, County of Riverside, State of California, being a portion of a Grant Deed recorded July 22, 1997 as Instrument No. 257569, being Parcel No. 7 as shown on a Record of Survey filed in Book 28, Page 57 of Surveys, all of Official Records of the Recorder of said Riverside County, lying within the northeast quarter of Section 21, Township 5 South, Range 7 East, San Bernardino Meridian, more particularly described as follows:

**COMMENCING** at the southwesterly corner of said Parcel No. 7;

**Thence** along the northwesterly line of said Parcel No. 7, also being the southeasterly line of the Coachella Valley Stormwater Channel per Final Order of Condemnation recorded October 6, 1923 in Book 591, Page 223, Official Records of said County, as described in said Grant Deed and as shown on said Record of Survey, North 34°52'13" East 26.89 feet to a point of intersection with the northerly right-of-way line of Miles Avenue per Grant Deed recorded June 7, 2007 as Instrument No. 2007-0374526, Official Records of said County, said point being the **TRUE POINT OF BEGINNING**;

**Thence** leaving said westerly line and along said northerly right-of-way line North 89°45'40" East 8.85 feet;

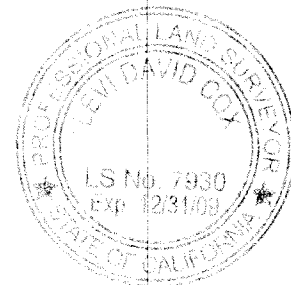
**Thence** leaving said Northerly right-of-way line at right angles, North 00°14'20" West 12.59 feet to a point of intersection with said westerly line of said Parcel No. 7;

**Thence** along said westerly line South 34°52'13" West 15.39 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 56 Square Feet, more or less

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

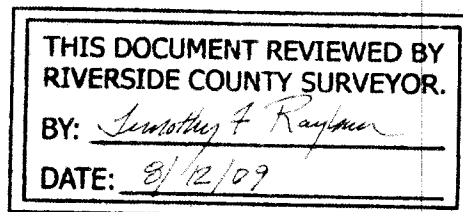
This description was prepared by  
me or under my direction.



Date: 8/11/2009

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

RBF CONSULTING  
74-130 Country Club Drive, Suite 201  
Palm Desert, CA 92260  
Job No. 20-100220-003C  
Prepared: August 11, 2009  
Page 1 of 1



INDICATES CVWD  
ACCESS EASEMENT:  
56 +/- S.F.

# EXHIBIT "B"

PLAT  
MILES AVENUE  
CVWD ACCESS EASEMENT

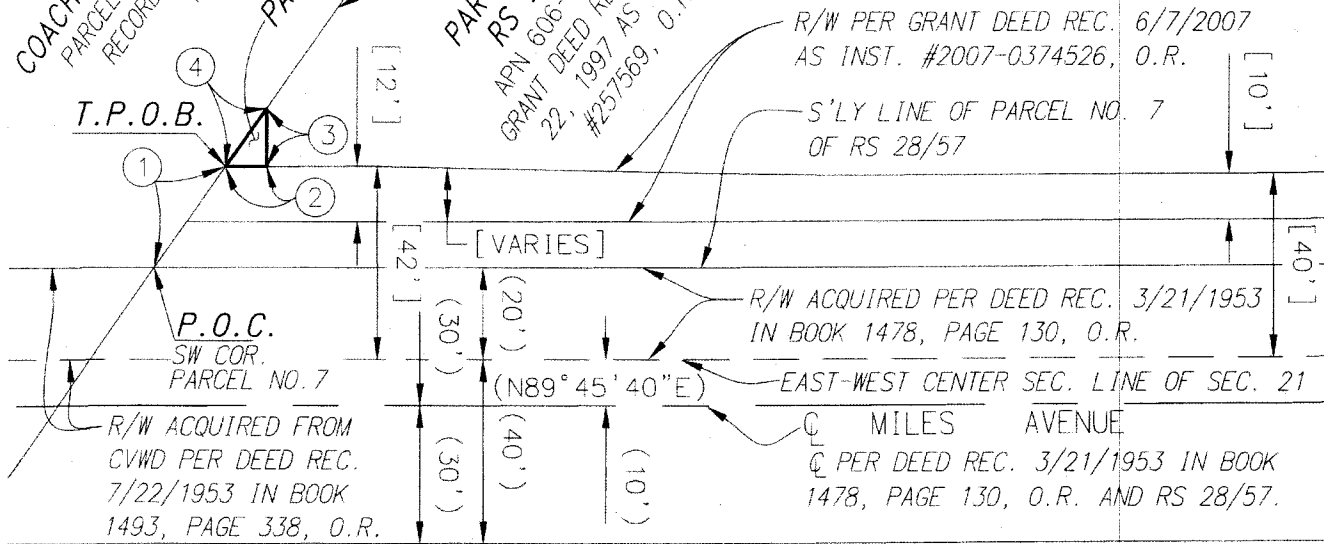
SCALE: 1"=40'

COACHELLA VALLEY STORMWATER CHANNEL  
PARCEL B OF FINAL DECREE OF CONDEMNATION  
RECORDED OCTOBER 6, 1923 IN BOOK 591,  
PAGE 223 OF DEEDS, O.R.

PARCEL NO 0389-003C

NW 1/4 LINE OF PARCEL NO. 7  
PARCEL NO. 7  
RS 28/57  
APN 606-200-077  
GRANT DEED REC. JULY  
22, 1997 AS INST.  
#257569, O.R.

DATA TABLE		
NO	BEARING/Delta	LENGTH
1	(N34° 52' 13"E)	26.89'
2	(N89° 45' 40"E)	8.85'
3	N00° 14' 20"W	12.59'
4	(S34° 52' 13"W)	15.39'

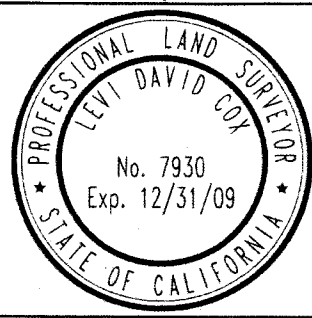


- ( ) INDICATES RECORD DATA PER RS 28/57
- [ ] INDICATES RECORD DATA PER INST. NO. 2007-0374526.

TRACT NO. 12783-7  
M.B. 203/6-8

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.  
BY: Junothy F. Rayburn  
DATE: 8/12/09

NORTHEAST QUARTER OF SECTION 21  
TOWNSHIP 5 SOUTH, RANGE 7 EAST,  
SAN BERNARDINO MERIDIAN  
PARCEL NO. 0389-003C



PLAT TO ACCOMPANY A LEGAL  
DESCRIPTION FOR MILES AVENUE  
CVWD ACCESS EASEMENT

SHEET 1 OF 1 SHEET

**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: AUGUST 11, 2009    JN: 20-100220-003C