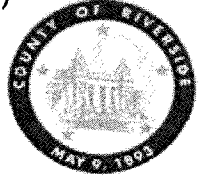


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

419A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
February 4, 2010

SUBJECT: Acquisition Agreement for the Seeley Avenue Secondary Access Road Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Acquisition Agreement for a portion of Assessor's Parcel Number 863-070-015 and authorize the Chairman of the Board to execute this document on behalf of the County;
2. Authorize the undersigned 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)



Juan C. Perez, Director
Transportation Department



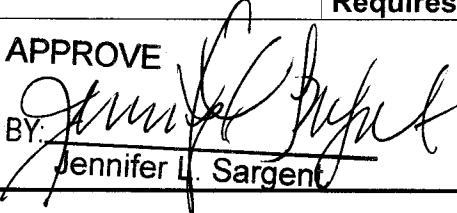
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$14,240	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: City of Blythe-County Redevelopment Agency Funds 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
BY:  3/18/10
SUSANA GARCIA-BUCANEBRA

FORM APPROVED COUNTY COUNSEL
BY:  3/16/10
CYNTHIA M. GUNZEL, Departmental Concurrence DATE

Policy Policy

Consent Consent

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

Prev. Agn. Ref.: 3.41, 5/19/09 | District: 4 | Agenda Number:

3.44

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

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. Authorize and allocate the sum of \$4,650 to purchase parcel 07000035-001 within Assessor's Parcel Number 863-070-015 and \$9,590 to pay all related transaction costs associated with this transaction.

BACKGROUND:

The proposed Seeley Avenue secondary road access (project) is located in the Blythe/Mesa Verde area, of eastern Riverside County. The proposed improvement will benefit the community by creating improved traffic circulation.

The Economic Development Agency (EDA) has negotiated the acquisition of Parcel 07000035-001 within Assessor's Parcel Number 863-070-015 from the Southern California Edison Company at a cost of \$4,650. There are costs of \$9,590 associated with this transaction. This property is one of three 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 863-070-015:

Acquisition	\$ 4,650
Estimated Title and Escrow Charges:	\$ 1,000
Preliminary Title Report	\$ 350
Appraisal	\$ 3,750
Acquisition Administration	\$ 4,490
Total Estimated Acquisition Costs:	\$14,240

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	\$ 4,100
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 350
10000-7200400000-524550	Appraisal Services	\$ 3,750

PROJECT: Seeley Avenue Secondary
Road Access
PARCEL: 07000035-001
APN: 863-070-015 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and the SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, 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, Grant Deed dated _____, identifying a portion of Assessor's Parcel Number: 863-070-015 referenced as Parcel 07000035-001 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 Four Thousand Six Hundred Fifty Dollars (\$4,650) 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

1 substances shall include without limitation hazardous substances, hazardous materials, or toxic
2 substances as defined in the Comprehensive Environmental Response, Compensation, and
3 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
4 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
5 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in
6 Section 25117 of the California Health and Safety Code or hazardous substances in Section
7 25316 of the California Health and Safety Code; and in the regulations adopted in publications
8 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 that the
16 right of possession and use of the subject property by County, including the right to remove and
17 dispose of improvements, shall commence upon the execution of this agreement by all parties.
18 The amount shown in Paragraph 1A includes, but is not limited to, full payment for such
19 possession and use.

20 4. Grantor hereby agrees and consents to the dismissal of any condemnation
21 action which has been or may be commenced by County in the Superior Court of Riverside
22 County to condemn said land, and waives any and all claim to money that has been or may be
23 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 shall
25 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.

8. County acknowledges terms listed within the Southern California Edison letter
dated August 18, 2009, referenced as Exhibit "C" attached hereto and made a part hereof.

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///

1 9. 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: _____

5 Grantor:

6 Southern California Edison Company,
7 a corporation

8 By: Say K. Glasser
9 RIGHT OF WAY AGENT

10 By: _____

11 County of Riverside

12 **ATTEST:**

13 Kecia Harper-Ihem
14 Clerk to the Board

15 By: _____
16 Deputy

17 By: _____
18 Marion Ashley, Chairman
19 Board of Supervisors

20 **APPROVED AS TO FORM:**

21 Pamela J. Walls
22 County Counsel

23 By: Synthia M. Gunzel
24 Synthia M. Gunzel
25 Deputy County Counsel

LGH:jw
09/10/09
254TR
12.385

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0700035-001

THAT PORTION OF TRACT 56, AS SHOWN ON THE INDEPENDENT RESURVEY OF SAID TOWNSHIP ACCEPTED MAY 10, 1919, BY THE GENERAL LAND OFFICE, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 30.00 FEET OF THE WESTERLY 20 ACRES OF SAID TRACT 56.

CONTAINING: 20,066 SQUARE FEET, OR 0.461 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: _____

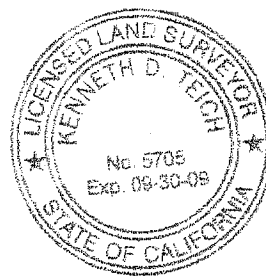


EXHIBIT "B"

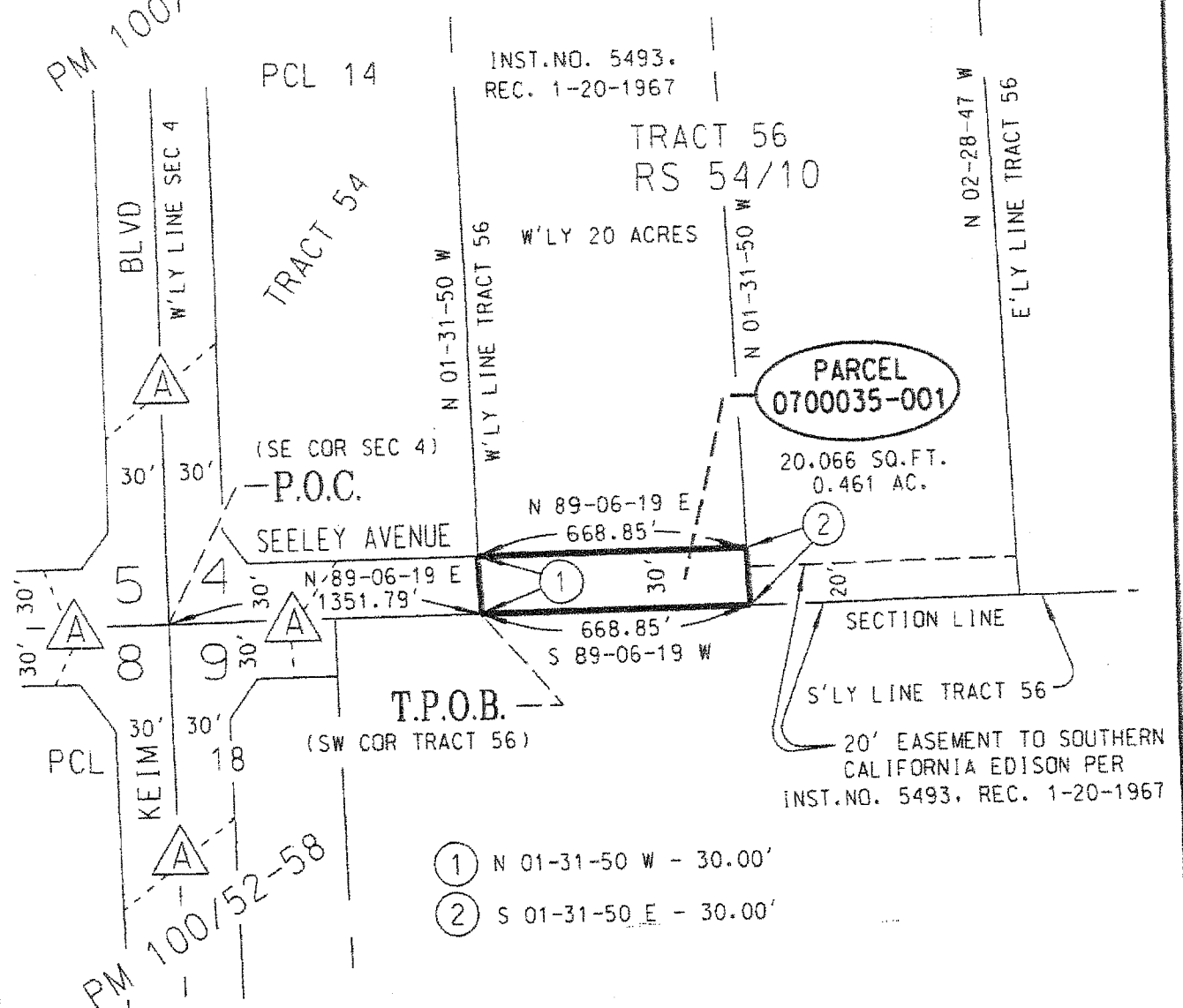
SECTION 4

T. 7S., R. 22E., S.B.M.

INDEPENDENT RESURVEY ACCEPTED

MAY 10, 1919

N.T.S.



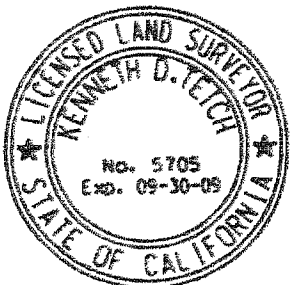
PARCEL
0700035-001

20.066 SQ.FT.
0.461 AC.

20' EASEMENT TO SOUTHERN CALIFORNIA EDISON PER INST.NO. 5493, REC. 1-20-1967

- ① N 01-31-50 W - 30.00'
- ② S 01-31-50 E - 30.00'

△ 60' R/W DEDICATED/ACCEPTED PER PM 100/52-58



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0700035-001
PROJECT: SEELEY AVENUE	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <i>[Signature]</i> DATE: 9-12-07	DATE: AUGUST, 2007
	W.O. NO.: 0700035
	SHEET 1 OF 1 SHEET