

420A



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

FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
February 4, 2010

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

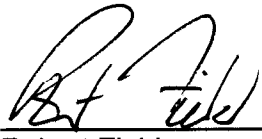
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Acquisition Agreement for Parcel 0700035-002 within a portion of Assessor's Parcel Number 863-070-010 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 or his designee to execute any other 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:	\$11,566	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

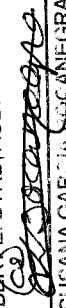
BY: 

 Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: 
 SUSANA GARCIA-BOCANEGRA
 3/18/10

FORM APPROVED COUNTY COUNSEL
 BY: 
 CYNTHIA M. GUNZEL 2-14-10
 DATE

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

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.45

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 \$3,866 to purchase Parcel 0700035-002 within a portion of Assessor's Parcel Number 863-070-010 and \$7,700 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 0700035-002 within a portion of Assessor's Parcel Number 863-070-010 from Robert S. McCall at a cost of \$3,866. There are costs of \$7,700 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 863-070-010:

Acquisition	\$ 3,866
Estimated Title and Escrow Charges:	\$ 1,200
Preliminary Title Report	\$ 500
Appraisal	\$ 1,500
Acquisition Administration	\$ 4,500
Total Estimated Acquisition Costs:	\$11,566

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	\$ 2,000
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 500
10000-7200400000-524550	Appraisal Services	\$ 1,500

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PROJECT: Seeley Avenue Secondary Road
Access
PARCEL(S): 0700035-002
APN: 863-070-010 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and ROBERT STEPHEN MCCALL, TRUSTEE OF THE ROBERT STEPHEN MCCALL REVOCABLE TRUST CREATED APRIL 27, 2006 herein called "Grantor".

Grantor is the owner of certain real property consisting of approximately 19.77 acres of land located at the north side of Seeley Avenue, Mesa Verde area of Blythe, in Riverside County, California, identified by Assessor's Parcel Number 863-070-010, a portion of which is needed for all purposes necessary to facilitate and accomplish the construction and grading of Seeley Avenue.

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, a Grant Deed dated _____, identifying a portion of Assessor's Parcel Number, referenced 863-070-010 as Parcel 0700035-002 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 Eight Hundred Sixty Six Dollars (\$3,866) 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 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. Install three-wire fencing with posts as depicted on Exhibit "C" attached hereto and made a part hereof at County's sole cost and expense.

D. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

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2. Grantor shall:

4 A. Indemnify, defend, protect, and hold County, its officers,
5 employees, agents, successors, and assigns free and harmless from and against any and all
6 claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
7 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by
8 either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic
9 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
10 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
11 laws relating to such materials or substances. For the purpose of this agreement, such
12 materials or substances shall include without limitation hazardous substances, hazardous
13 materials, or toxic substances as defined in the Comprehensive Environmental Response,
14 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
15 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
16 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
17 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
18 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
19 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
15 any closure, remedial action, or other required plans in connection therewith, and such
16 obligation shall continue until the parcel has been rendered in compliance with applicable
17 federal, state, and local laws, statutes, ordinances, regulations, and rules.

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

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

21 5. The performance by the County of its obligations under this agreement
22 shall relieve the County of any and all further obligations or claims on account of the
23 acquisition of the property referred to herein or on account of the location, grade, or
24 construction of the proposed public improvement.

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

25 7. This agreement is the result of negotiations between the parties and is

1 intended by the parties to be a final expression of their understanding with respect to the
2 matters herein contained. This agreement supersedes any and all other prior agreements and
3 understandings, oral or written, in connection therewith. No provision contained herein shall
4 be construed against the County solely because it prepared this agreement in its executed
5 form.

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

9 Dated: 2/1/2010

GRANTOR:

ROBERT STEPHEN MCCALL, TRUSTEE OF
THE ROBERT STEPHEN REVOCABLE TRUST
CREATED APRIL 27, 2006

10 By: Robert Stephen McCall
Robert Stephen McCall, Trustee

11
12 **ATTEST:**
13 Kecia Harper-Ihem
14 Clerk of the Board

COUNTY OF RIVERSIDE

15
16 By: _____
Deputy

By: _____
Marion Ashley, Chairman
Board of Supervisors

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0700035-002

THAT PORTION OF TRACT 56 AS SHOWN ON THE INDEPENDENT RESURVEY OF TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, CALIFORNIA, 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 50.00 FEET OF SAID TRACT 56;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE WESTERLY 20 ACRES OF SAID TRACT 56.

CONTAINING: 33,626 SQUARE FEET, OR 0.772 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

K. Tetch

DATE: _____

10-1-09

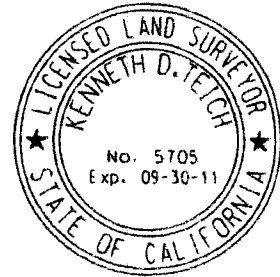


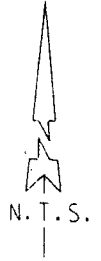
EXHIBIT "B"

SECTION 4

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

INDEPENDENT RESURVEY ACCEPTED

MAY 10, 1919



PM 100/52-58

PCL 14

INST. NO. 5493.
REC. 1-20-1967

TRACT 56

W'LY 20 ACRES

RS 54/10

N 02-28-47 W
E'LY LINE TRACT 56

BLVD

W'LY LINE SEC 4

TRACT 54

N 01-31-50 W

W'LY LINE TRACT 56

PARCEL
0700035-002

33,626 SQ. FT.
0.772 AC.

(SE COR SEC 4)

P.O.C.

SEELEY AVENUE

30' 30'

5 8 9

KEIM

30' 30'

PCL

PM 100/52-58

2020.64'

N 89-06-19 E SECTION LINE

T.P.O.B.

(SE COR INST. NO. 5493)

672.93'
S 89-06-19 W

S'LY LINE TRACT 56

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

- ① N 01-31-50 W - 50.00'
- ② N 89-06-19 E - 672.10'
- ③ S 02-28-47 E - 50.02'



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



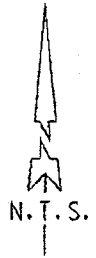
COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0700035-002
PROJECT: SEELEY AVENUE	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: SEPTEMBER, 2009
APPROVED BY: <i>[Signature]</i>	W.D. NO.: 0700035
DATE: 10-1-09	SHEET 1 OF 1 SHEET

EXHIBIT "C"

SECTION 4

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

INDEPENDENT RESURVEY ACCEPTED
MAY 10, 1919



PM 100/52-58

PCL 14

INST. NO. 5493.
REC. 1-20-1967

TRACT 56

W'LY 20 ACRES

RS 54/10

N 02-28-47 W
E'LY LINE TRACT 56

TRACT 54

N 01-31-50 W
W'LY LINE TRACT 56

PARCEL
0700035-002

33,626 SQ. FT.
0.772 AC.

BLVD

W'LY LINE SEC 4

(SE COR SEC 4)
-P.O.C.

SEELEY AVENUE

30' 30'

2020.64'

N 89-06-19 E SECTION LINE

T.P.O.B.

(SE COR INST.
NO. 5493)

S'LY LINE TRACT 56

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

PCL

KEIM 18

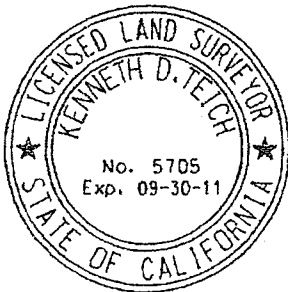
PM 100/52-58

INSTALL 3-STRAND BARBED WIRE ON T-POSTS

- ① N 01-31-50 W - 50.00'
- ② N 89-06-19 E - 672.10'
- ③ S 02-28-47 E - 50.02'



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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0700035-002

PROJECT: SEELEY AVENUE

PREPARED BY: DDD

THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

APPROVED BY: *[Signature]* DATE: 10-1-09

W.D. NO.: 0700035

SHEET 1 OF 1 SHEET