

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

985 A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:

May 26, 2010

SUBJECT: Acquisition Agreement for the Avenue 66 and Harrison Street Traffic Signal Project

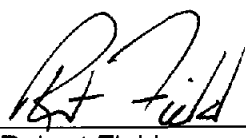
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcel 0439-001 within a portion of Assessor's Parcel Number 751-060-018 and authorize the Chairman of the Board to execute this agreement 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)



Juan C. Perez, Director
Transportation Department

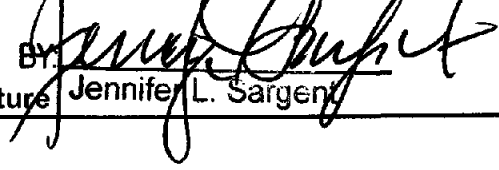


Robert Field
Assistant County Executive Officer/EDA



FINANCIAL DATA	Current F.Y. Total Cost:	\$ 12,945	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: Riverside County Transportation Commission (RCTC) Fund 399 - 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 

County Executive Office Signature Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 FORM APPROVED COUNTY COUNSEL
 BY:  5-5-10
 BY:  May 26, 2010
 BY: SAMUEL WONG
 DATE:

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

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 Real Property budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$5,235 to purchase Parcel 0439-001 within a portion of Assessor's Parcel Number 751-060-018 and \$7,710 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department is proposing the installation of a traffic signal at the intersection of Avenue 66 and Harrison Street in the Thermal area. The proposed project will control traffic movements, reduce traffic delays, and enhance public safety at the project intersection.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 751-060-018 from David M. Sanchez, Trustee of the Sanchez Family Trust for a price of \$5,235. There are transaction costs of \$7,710 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 751-060-018:

Acquisition:	\$ 5,235
Estimated Title and Escrow Charges:	\$ 1,300
Preliminary Title Report:	\$ 500
Appraisal:	\$ 2,500
Acquisition Administration:	\$ 3,410
Total Estimated Acquisition Costs:	\$12,945

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 09/10. 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	\$ 3,000
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 500
10000-7200400000-524550	Appraisal Services	\$ 2,500

PROJECT: Avenue 66 and Harrison Street
Traffic Signal
PARCEL: 0439-001
APN: 751-060-018 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and DAVID M. SANCHEZ, TRUSTEE OF THE SANCHEZ FAMILY TRUST DATED OCTOBER 4, 2002 herein called "Grantor".

Grantor is the owner of certain real property consisting of approximately .039 acres of land located at the northwest quadrant of Avenue 66 and Harrison Street within the unincorporated area of Riverside County, California, identified by Assessor's Parcel Number 751-060-018, a portion of which is needed for all purposes necessary to facilitate and accomplish the construction and installation of a traffic signal.

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 751-060-018 referenced as Parcel 0439-001 and depicted 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 Thousand Two Hundred Thirty Five Dollars (\$5,235) 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. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

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

1 D. Relocate driveway access onto Avenue 66 at County's sole
2 expense, as depicted on Exhibit "C" attached hereto and made a part hereof.

3 E. Relocate two (2) power poles at County's sole cost and expense,
4 as depicted on Exhibit "C" attached hereto and made a part hereof.

5 2. Grantor shall:

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

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

26 C. Relocate the propane tank identified on Exhibit "C" attached
hereto and made a part hereof at Grantors sole cost to another location on Grantors property.
The County is not responsible for any payment to the selected contractor or obtaining any
permits, fees and any issues related to possible interruptions of the business.

27 3. 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 4. Grantor hereby agrees and consents to the dismissal of any
33 condemnation action which has been or may commenced by County in the Superior Court of
34 Riverside County to condemn said land, and waives any and all claim to money that has been
35 or may be deposited in court in such case or to damages by reason of the filing of such action.

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

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

7 7. This agreement is the result of negotiations between the parties and is
8 intended by the parties to be a final expression of their understanding with respect to the
9 matters herein contained. This agreement supersedes any and all other prior agreements and
10 understandings, oral or written, in connection therewith. No provision contained herein shall
11 be construed against the County solely because it prepared this agreement in its executed
12 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 severally liable thereunder.

3 Dated: 4-20-10

GRANTOR:

4 David M. Sanchez, Trustee of the Sanchez Family
5 Trust dated October 4, 2002

6 By:  
7 David M. Sanchez, Trustee

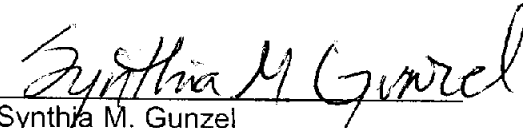
8 **ATTEST:**
9 Kecia Harper-Ihem
Clerk of the Board

COUNTY OF RIVERSIDE

10
11 By: _____
Deputy

By: _____
12 Marion Ashley, Chairman
Board of Supervisors

13 **APPROVED AS TO FORM:**
14 Pamela J. Walls
County Counsel

15 By: 
16 Cynthia M. Gunzel
Deputy County Counsel

LGH:jw
4/14/10
261TR
13.056

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0439-001

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY QUITCLAIM DEED RECORDED AUGUST 18, 2004, AS INSTRUMENT NUMBER 648890, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, SAID CORNER LYING ON THE CENTERLINE OF 66TH AVENUE (30.00 FOOT HALF-WIDTH) AS DESCRIBED IN OFFICIAL RECORD BOOK 2454, PAGE 65, RECORDED APRIL 17, 1959, RECORDS OF SAID RECORDER, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 17, PAGE 39, RECORDS OF SAID RECORDER;

THENCE N 89°28'33" E, ALONG THE SOUTH LINE OF SAID SECTION 8 AND SAID CENTERLINE OF 66TH AVENUE, A DISTANCE OF 119.02 FEET;

THENCE N 00°31'27" W, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID 66TH AVENUE AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF HARRISON STREET (50.00 FOOT HALF-WIDTH) AS DESCRIBED BY DEED RECORDED JANUARY 26, 1931, IN OFFICIAL RECORD BOOK 8, PAGE 352, SAID POINT BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN SAID QUITCLAIM DEED RECORDED AUGUST 18, 2004, AS INSTRUMENT NUMBER 648890, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°28'33" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 66TH AVENUE, A DISTANCE OF 36.60 FEET;

THENCE N 27°39'53" E, A DISTANCE OF 43.42 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HARRISON STREET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2049.95 FEET AND AN INITIAL RADIAL BEARING OF S 67°15'08" W;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°09'37", AN ARC DISTANCE OF 41.52 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 698 SQUARE FEET, OR 0.016 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 1.000026211 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 8/12/09

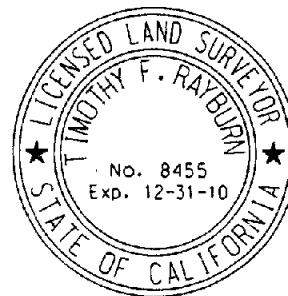


EXHIBIT "B"

SECTION 8

T. 7 S., R. 8 E., S.B.M

RS 115/96

RS 17/39



LINE DATA

- ① N 00°31'27" W - 30.00'
- ② S 89°28'33" W - 36.60'
- ③ N 27°39'53" E - 43.42'

CURVE DATA

- △ = 01°09'37"
- R = 2049.95'
- L = 41.52'

**PARCEL
0439-001**

**698 SO.FT.
0.016 AC.**

APN 751-060-018

QUITCLAIM DEED
INST. #648890
REC. 8/18/2004

HARRISON STREET

T.P.O.B.

P.O.C.
(SW COR.
SEC. 8)

66TH AVENUE

119.02'
N 89°28'33" E

SECTION LINE

LEMON BLOSSOM LN.

① R/W PER BOOK 8 PAGE 352
RECORDED 1/26/1931 O.R.

② R/W PER BOOK 2454 PAGE 65
RECORDED 4/17/1959 O.R.

ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY ABE OBTAINED BY
MULTIPLYING THE GRID DIST. BY A COMBINATION
FACTOR OF 1.000026211.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0439-001

PROJECT: HARRISON ST. & 66TH AVE.

PREPARED BY: AM

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: AUGUST, 2009

W.O. NO.: B2-0439

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

SHEET 1 OF 1

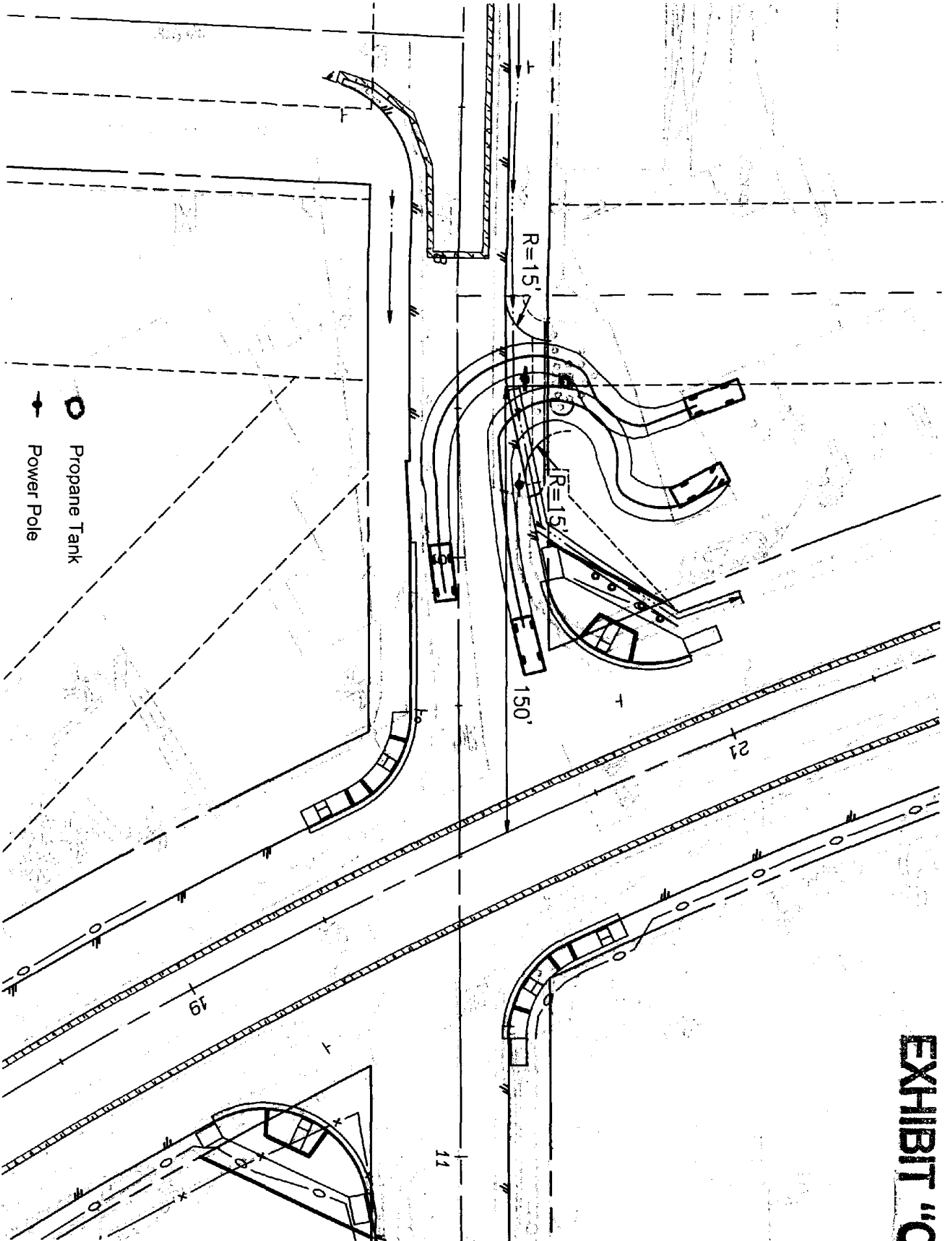


EXHIBIT "C"