

735A



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

FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:

July 29, 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 0439-002 within a portion of Assessor's Parcel Number 751-120-001 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:	\$ 22,220	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Measure A / Coachella Valley (Fund Code 301)	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

Prev. Agn. Ref.: _____ District: 4 Agenda Number: **3.35**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY Samuel Wong 7/27/10
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY Synthia M. Gunzel 8/10/10
 SYNTHIA M. GUNZEL DATE

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/11 Real Property budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$15,000 to purchase Parcel 0439-002 within a portion of Assessor's Parcel Number 751-120-001 and \$7,220 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 751-120-001 from Juan C. Guardado and Elvia Juarez for a price of \$15,000. There are transaction costs of \$7,220 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 Number 751-120-001:

Acquisition:	\$ 15,000
Estimated Title and Escrow Charges:	\$ 1,200
Preliminary Title Report:	\$ 500
Appraisal:	\$ 2,500
Acquisition Administration:	\$ 3,020
Total Estimated Acquisition Costs:	\$ 22,220

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 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-778280	Interfund-Reimb for Service	\$ 3,000
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 500
47220-7200400000-524550	Appraisal Services	\$ 2,500

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PROJECT: Avenue 66 and Harrison Street
Traffic Signal
PARCEL: 0439-002
APN: 751-120-001 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and JUAN C. GUARDADO AND ELVIA JUAREZ herein called "Grantor".

Grantor is the owners of certain real property consisting of approximately .38 acres of land located at the southeast quadrant of Avenue 66 and Harrison Street within the unincorporated area of Riverside County, California, identified by Assessor's Parcel Number 751-120-001, 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 Tracy P. Kaiser, Development Specialist for the County or to the designated escrow company, an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number, referenced 751-120-001 as Parcel 0439-002 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 an all-inclusive settlement in the sum of Fifteen Thousand Dollars (\$15,000) 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. 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

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

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

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

4. 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.

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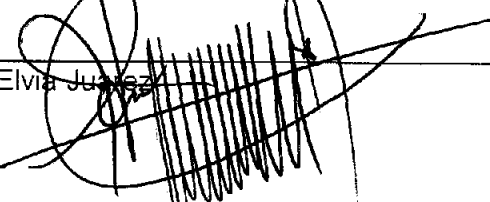
1 8. Grantor, their assigns and successors in interest shall be bound by all
2 the terms and conditions contained in this agreement, and all the parties thereto shall be jointly
and severally liable thereunder.

3 Dated: 04/21/2010

GRANTORS:

Juan C. Guardado and Elvia Juarez

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5 By: 
6 Juan C. Guardado

7 By: 
8 Elvia Juarez

ATTEST:

9 Kecia Harper-Ihem
10 Clerk of the Board

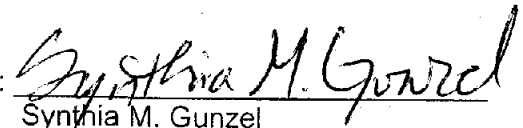
COUNTY OF RIVERSIDE

11 By: _____
12 Deputy

13 By: _____
14 Marion Ashley, Chairman
15 Board of Supervisors

APPROVED AS TO FORM:

16 Pamela J. Walls
17 County Counsel

18 By: 
19 Synthia M. Gunzel
20 Deputy County Counsel

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LGH:jw
4/14/10
261TR
13.055

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0439-002

BEING A PORTION OF LOT 14 OF "MAP OF A SUBDIVISION OF A PORTION SECTION 17", TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ON FILE IN BOOK 10, PAGE 23 OF MAPS AS DESCRIBED IN GRANT DEED RECORDED JUNE 22, 2005, AS INSTRUMENT NUMBER 495988, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17, 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 10, PAGE 63, RECORDS OF SAID RECORDER;

THENCE N 89°28'33" E, ALONG THE NORTH LINE OF SAID SECTION 17 AND SAID CENTERLINE OF 66TH AVENUE, A DISTANCE OF 257.30 FEET;

THENCE S 00°31'27" E, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID 66TH AVENUE AND THE NORTHEASTERLY 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 NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN SAID GRANT DEED RECORDED JUNE 22, 2005, AS INSTRUMENT NUMBER 495988, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°28'33" E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 66TH AVENUE, A DISTANCE OF 56.95 FEET;

THENCE S 24°45'12" W, A DISTANCE OF 63.35 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF HARRISON STREET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1949.95 FEET AND AN INITIAL RADIAL BEARING OF S 60°57'38" W;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°53'56", AN ARC DISTANCE OF 64.62 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 1643 SQUARE FEET, OR 0.038 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

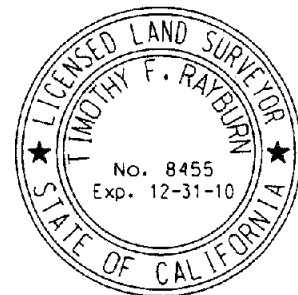
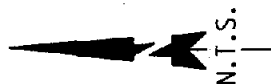


EXHIBIT "B"

SECTION 17

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



CURVE DATA

(A) $\Delta = 01^{\circ}53'56''$
 $R = 1949.95'$
 $L = 64.62'$

T.P.O.B. ---

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.

66TH AVENUE

SECTION LINE

APN 751-120-001
 GRANT DEED
 INST. #495988
 REC. 6/22/2005

PORTION
 LOT 14
 MB 10/23

PARCEL
0439-002
 1643 SQ.FT.
 0.038 AC.

HARRISON STREET

C/L
 N 89°28'33" E 257.30'

LINE DATA

- ① S 00°31'27" E - 30.00'
- ② N 89°28'33" E - 56.95'
- ③ S 24°45'12" W - 63.35'

P.O.C.
 (NW COR.
 SEC. 17)

RS 10/63

SECTION LINE

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0439-002

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