

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

757A



FISCAL PROCEDURES APPROVED  
 ROBERT F. BYRD, AUDITOR-CONTROLLER  
 BY: Samuel Wong 11/17/10  
 SAMUEL WONG

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

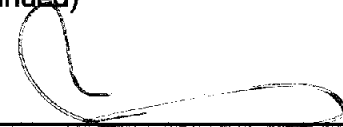
**SUBMITTAL DATE:**  
November 17, 2010


**SUBJECT:** Acquisition Agreement for the Michigan Avenue and Main Street Traffic Signalization Project

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

1. Approve the attached Acquisition Agreement for Assessor's Parcel Number 255-031-015, 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 necessary to complete this transaction;
3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/11 Real Property budget as outlined on Schedule A; and

(Continued)





Juan C. Perez, Director  
Transportation Department

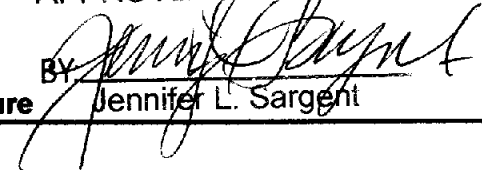
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 210,150	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

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Measure A Fund (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:   
Jennifer L. Sargent

**County Executive Office Signature**

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

Prev. Agn. Ref.: 3.71 of 8/10/10

District: 5

Agenda Number:

3.37

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION: (Continued)**

4. Authorize and allocate the sum of \$170,000 as a full settlement to purchase Assessor's Parcel Number 255-031-015, \$14,700 to pay all related transaction costs, and \$25,450 for relocation costs moving costs, incidental expenses, and a purchase price differential.

**BACKGROUND:**

The County of Riverside Transportation Department is preparing to improve the south half of the intersection of Main Street and Michigan Avenue in the Highgrove area. The proposed project consists of road widening, installation, and construction of traffic signals at Main Street and Michigan Avenue.

The Economic Development Agency (EDA) has negotiated the acquisition of Assessor's Parcel Number 255-031-015 for the purchase price of \$170,000 from Terrance Devries. There are \$14,700 in costs associated with this transaction.

EDA contracted with Epic Land Solutions, Inc., (EPIC) relocation consultants to prepare a Replacement Housing Plan and Relocation Plan. EPIC has estimated the relocation benefits to be approximately \$25,450 (which includes a purchase price differential, moving and incidental expenses).

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 purchase and relocation benefits to Assessor's Parcel Number 255-031-015.

Acquisition Purchase Price:	\$170,000
Estimated Title and Escrow Charges:	\$ 2,000
Preliminary Title Report:	\$ 500
Appraisal:	\$ 1,700
Relocation Consultant Fee	\$ 7,500
Estimated Relocation Costs, moving, incidentals, purchase price differential, and Relocation Consultant Fees:	\$ 25,450
Administration Costs:	\$ 3,000
Total Estimated Costs:	\$210,150

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 and relocation 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 attached.

## SCHEDULE A

### Increase Estimated Revenues:

47220-7200400000-777520	Reimb. For Service	\$ 9,700
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### Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 500
47220-7200400000-524550	Appraisal Services	\$ 1,700
47220-7200400000-523360	Maint-Tenant Relocation	\$ 7,500

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PROJECT: MICHIGAN AVENUE AND MAIN STREET  
SIGNALIZATION PROJECT  
APN: 255-031-015

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and TERRANCE ROY DEVRIES, 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, a Grant Deed dated \_\_\_\_\_, identifying Assessor's Parcel Number 255-031-015, 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 One Hundred Seventy Thousand Dollars (\$170,000) for the property, a fee simple 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 materials or substances shall include without limitation hazardous substances, hazardous materials, or toxic substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code or

1 hazardous substances in Section 25316 of the California Health and Safety Code; and in the  
2 regulations adopted in publications promulgated pursuant to said laws.

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

9 3. Any and all moneys payable under this contract, and not demanded by  
10 the beneficiary under the first or second Deed of Trust herein above referred to, up to and  
11 including the total amount of the unpaid principal and interest on the note secured by **Deed of  
12 Trust recorded June 4, 2007, as Instrument No. 2007-036565**, Official Records of Riverside  
13 County, shall, upon demand be made payable to the beneficiary entitled thereunder; said  
14 beneficiary to furnish Grantor with good and sufficient receipt showing said moneys credited  
15 against the indebtedness secured by said Deed of Trust.

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

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

22 5. 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.

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  
December 20, 2002, as Instrument No. 2002-767096, Official Records of Riverside County,  
shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary  
to provide a partial reconveyance as Assessor's Parcel Number 466-050-012, and to furnish  
Grantor with good and sufficient receipt showing said moneys credited against the  
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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9. Grantor, his assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

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

**GRANTOR: Terrance Roy Devries**

By:   
Terrance Roy Devries

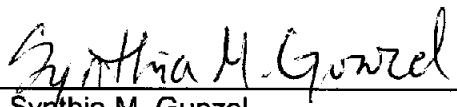
**COUNTY OF RIVERSIDE**

**ATTEST:**  
Kecia Harper-Ihem  
Clerk to the Board

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

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

By:   
Synthia M. Gunzel  
Deputy County Counsel

LGH:ra  
9/14/10  
304TR  
13.660

## EXHIBIT "A"

**Legal Description:**

The Easterly 165 feet of the Northerly 80 feet of Lot 5 of M. M. Kendals Sub-division as per map recorded in Book 8, Page 40 Records of San Bernardino, California.

Excepting therefrom the Easterly 15 feet thereof as measured from the center line of Michigan Avenue.

Assessor's Parcel Number: 255-031-015

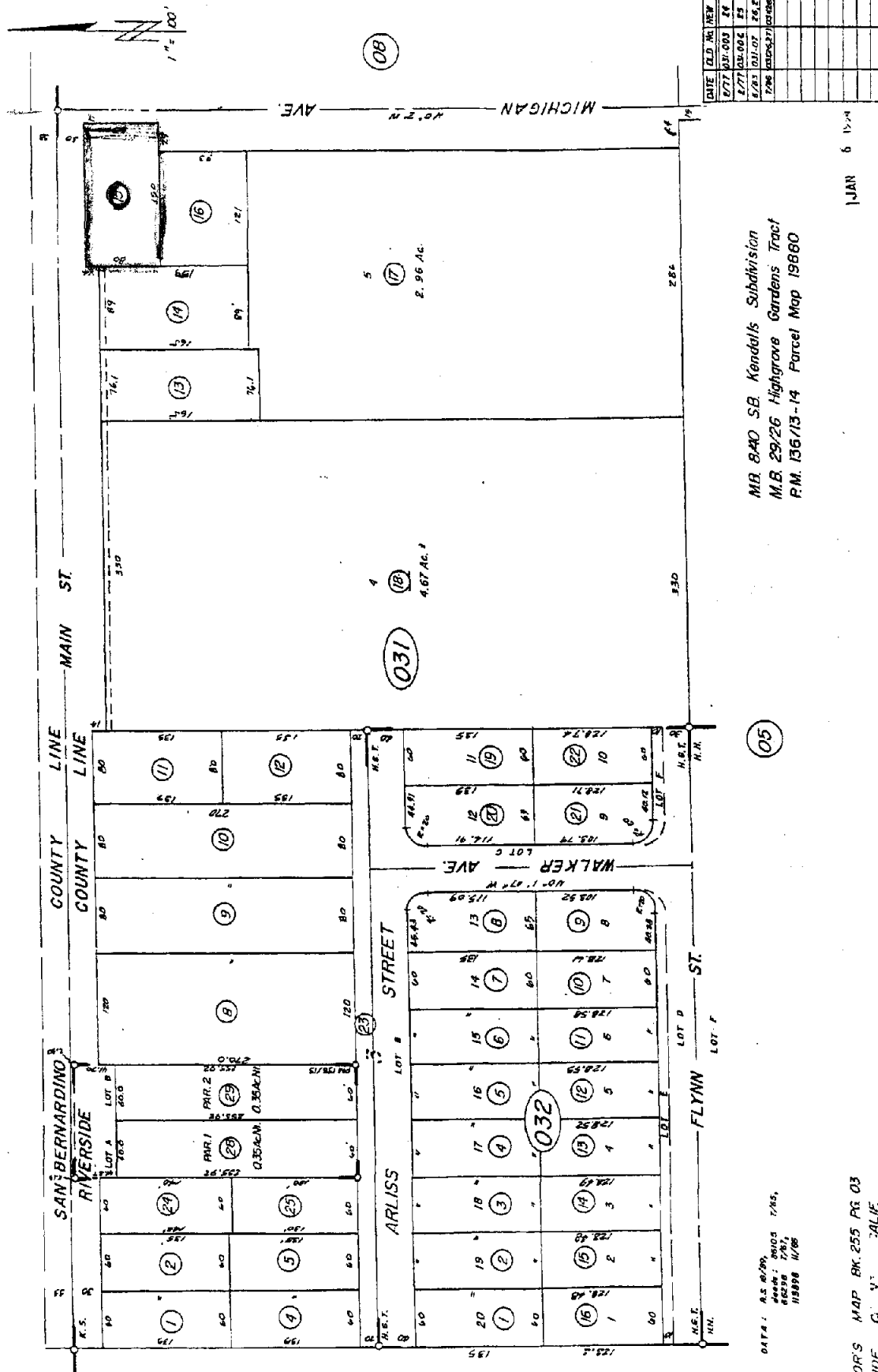
See Exhibit "B", attached hereto and made a part thereof.

# EXHIBIT "B"

255-03

TRA. 8801

POR. N 1/2 SEC. 8, T.2S. R.4W.



DATE	OLD NO	NEW NO
07/71	001-003	24
2/71	003-004	25
8/81	001-007	26, 27
7/86	000-037	000-035

MR. 840 SB. Kendall's Subdivision  
M.B. 29/26 Highgrove Gardens Tract  
P.M. 136/13-14 Parcel Map 19880

JAN 6 1974  
NOV 1973

DATA: AS 02/79, 00105 7/85, 02298 7/87, 118898 11/88

ASSessor's MAP BK. 255 PG. 03  
RIVERSIDE CALIF.