

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

423
A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
April 21, 2011

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 a portion of Assessor's Parcel Number 255-080-006, 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. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A, attached; and

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 30,850	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

SOURCE OF FUNDS: Measure A Fund (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: _____
Jennifer L. Sargent

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

District: 5

Agenda Number

3.21

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: _____
 DATE: 3-31-11
 CONCURRENT CONCURRENCE
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: _____
 DATE: 3-31-11
 SYNTHIA M. GUNZEL

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the sum of \$24,600 to purchase a portion of Assessor's Parcel Number 255-080-006 and \$6,250 to pay all related transaction costs.

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 successfully negotiated the acquisition of a portion of Assessor's Parcel Number 255-080-006 for the purchase price of \$24,600 from Juan Garcia and Laura Fonseca. There are \$6,250 in costs associated with this transaction.

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 of a portion of Assessor's Parcel Number 255-080-006.

Acquisition Purchase Price:	\$ 24,600
Estimated Title and Escrow Charges:	\$ 1,050
Preliminary Title Report:	\$ 500
Appraisal:	\$ 1,700
Administration Costs:	\$ 3,000
Total Estimated Costs:	\$ 30,850

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 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.

Attachments:

Schedule A
Acquisition Agreement

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-777550	Right of Way Services	\$ 2,200
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 500
47220-7200400000-524550	Appraisal Services	\$ 1,700

1 PROJECT: MICHIGAN AVENUE AND MAIN STREET
2 TRAFFIC SIGNALIZATION PROJECT
3 APN: 255-080-006 (PORTION)
4

5 ACQUISITION AGREEMENT
6

7 This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL
8 SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and JUAN S. GARCIA
9 AND LAURA FONSECA, herein called "Grantors".

10 Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the
11 County or to the designated escrow company, an Easement Deed dated
12 _____, identifying a portion of Assessor's Parcel Number
13 255-080-006, and described on Exhibits "A" and "B" attached hereto and made a part hereof, in
14 consideration of which it is mutually agreed as follows:

15 1. The County shall:

16 A. Pay to the order of Grantor the sum of Twenty Four Thousand Six
17 Hundred Dollars (\$24,600) for a portion of the property, or interest therein, conveyed by said
18 deed, when title to said property or interest vests in County free and clear of all liens,
19 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
20 encumbrances and easements which, in the sole discretion of the County, are acceptable.

21 B. Remove existing fencing at County's sole cost and expense as depicted
22 on Exhibit "C" attached hereto and made a part hereof.

23 C. Pay Grantor to replace existing fencing. This amount is included in
24 Paragraph 1A, above.

25 D. Not oversee nor bear any responsibility for ensuring whether Grantor
26 expends the compensation tendered to Grantor to replace the existing fence described in 1C,
27 above.

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1 E. Handle real property taxes, bonds, and assessments in the following
2 manner:

3 1. All real property taxes shall be prorated, paid, and canceled
4 pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

5 2. County is authorized to pay the amount shown in Paragraph 1A
6 herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or
7 assessments that are due on the date title is transferred to, or possession is taken by the
8 county, whichever first occurs.

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

11 2. Grantor shall:

12 A. Retain the contractor and directly compensate the contractor for all
13 costs, fees, permits and expenses to reconstruct permanent fencing indentified on Exhibit "C"
14 attached hereto and made a part hereof. The County is not responsible for any payment to the
15 selected contractor and Grantor shall indemnify, defend, protect, and hold County, its officers,
16 employees, successor, and assigns free and harmless from and against any and all claims,
17 liabilities, penalties, forfeitures, losses or expenses, including without limitation, attorney's fees,
18 whatsoever arising from or cause in whole or in part, directly or indirectly, by any actions of the
19 said contractors.

20 B. Indemnify, defend, protect, and hold County, its officers, employees,
21 agents, successors, and assigns free and harmless from and against any and all claims,
22 liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys'
23 fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a)
24 the presence in, on, within, under, or about the parcel of hazardous materials, toxic
25 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
26 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
27 laws relating to such materials or substances. For the purpose of this agreement, such
28 materials or substances shall include without limitation hazardous substances, hazardous

1 materials, or toxic substances as defined in the Comprehensive Environmental Response,
2 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
3 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
4 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
5 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
6 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
7 regulations adopted in publications promulgated pursuant to said laws.

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

14 D. Authorize the County to deduct and pay from the amount shown in
15 Paragraph 1A above, any amount necessary to satisfy unpaid real property taxes together with
16 penalties, cost, and interest thereon, and any bonds or assessments that are due on the date
17 title is transferred to, or possession is taken by the County, whichever first occurs.

18 E. Deliver to County the property, or interest therein, conveyed by said
19 deed, when title to said property or interests vests in County free and clear of all liens,
20 encumbrances, easements, leases (recorded or unrecorded), and taxes except those
21 encumbrances and easements which, in the sole discretion of the County, are acceptable.

22 3. Any and all moneys payable under this contract, up to and including the total
23 amount of unpaid principal and interest on the note secured by **Deed of Trust recorded April**
24 **28, 2005 as Instrument No. 2005-0333906**, Official Records of Riverside County, shall, upon
25 demand, be made payable to the beneficiary entitled thereunder; said beneficiary to provide a
26 partial reconveyance as to Assessor's Parcel Number 255-080-006, and to furnish Grantor with
27 good and sufficient receipt showing said moneys credited against the indebtedness secured by
28 said Deed of Trust.

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

3 4. Any and all moneys payable under this contract, and not demanded by the
4 beneficiary under the first Deed of Trust herein above referred to, up to and including the total
5 amount of the unpaid principal and interest on the note secured by **Deed of Trust recorded**
6 **April 28, 2005 as Instrument No. 2005-0333907**, Official Records of Riverside County, shall,
7 upon demand be made payable to the beneficiary entitles thereunder; said beneficiary to
8 provide a partial reconveyance as to Assessor's Parcel Number 255-080-006, and to furnish
9 Grantor with good and sufficient receipt showing said moneys credited against the
10 indebtedness secured by said Deed of Trust.

11 Grantor hereby authorizes and directs the disbursement of funds which are demanded
12 under the term of said Deed of Trust.

13 5. Any and all moneys payable under this contract, a **Notice of Non-Compliance**
14 **recorded April 16, 2008, as Instrument No. 2008-0188607**, Official Records of Riverside
15 County, shall, upon demand be made payable to the beneficiary entitles thereunder; said
16 beneficiary to furnish Grantor with good and sufficient receipt showing said moneys credited
17 against the indebtedness secured by the Notice of Non-Compliance.

18 Grantor hereby authorizes and directs the disbursement of funds which are demanded
19 under the term of said Notice of Non-Compliance.

20 6. Any and all moneys payable under this contract, a **Notice of Non-Compliance**
21 **recorded January 13, 2010, as Instrument No. 2010-0015237**, Official Records of Riverside
22 County, shall, upon demand be made payable to the beneficiary entitles thereunder; said
23 beneficiary to furnish Grantor with good and sufficient receipt showing said moneys credited
24 against the indebtedness secured by the Notice of Non-Compliance.

25 Grantor hereby authorizes and directs the disbursement of funds which are demanded
26 under the term of said Notice of Non-Compliance.

27 7. Any and all moneys payable under this contract, a **Notice of Non-Compliance**
28 **recorded July 6, 2010, as Instrument No. 2010-0314032**, Official Records of Riverside

1 County, shall, upon demand be made payable to the beneficiary entitled thereunder; said
2 beneficiary to furnish Grantor with good and sufficient receipt showing said moneys credited
3 against the indebtedness secured by the Notice of Non-Compliance.

4 Grantor hereby authorizes and directs the disbursement of funds which are demanded
5 under the term of said Notice of Non-Compliance.

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

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

15 10. The performance by the County of its obligations under this agreement shall
16 relieve the County of any and all further obligations or claims on account of the acquisition of
17 the property referred to herein or on account of the location, grade, or construction of the
18 proposed public improvement.

19 11. This agreement shall not be changed, modified, or amended except upon the
20 written consent of the parties hereto.

21 12. This agreement is the result of negotiations between the parties and is intended
22 by the parties to be a final expression of their understanding with respect to the matters herein
23 contained. This agreement supersedes any and all other prior agreements and understanding,
24 oral or written, in connection therewith. No provision contained herein shall be construed
25 against the County solely because it prepared this agreement in its executed form.

26 ///

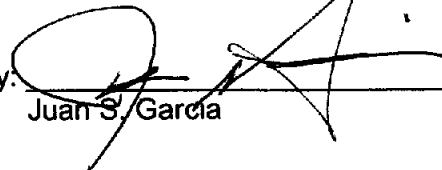
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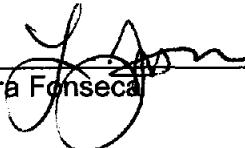
28 ///

1 13. Grantors, their 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
3 and severally liable thereunder.

4 Dated: _____

GRANTOR: Juan S. Garcia and Laura Fonseca

6 By:  _____
Juan S. Garcia

9 By:  _____
Laura Fonseca

COUNTY OF RIVERSIDE

14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk to the Board

By: _____
Bob Buster, Chairman
Board of Supervisors

17 By: _____
18 Deputy

19 APPROVED AS TO FORM:
20 PAMELA J. WALLS, County Counsel


21 By:  _____
22 Deputy
23 **SYNTHIA M. GUNZEL**

Exhibit "A"
Legal Description
Michigan Avenue Public Road and Utility Easement

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JUAN S. GARCIA AND LAURA FONSECA, HUSBAND AND WIFE DESCRIBED AS EXHIBIT "A" BY GRANT DEED RECORDED JULY 5, 2002 AS INSTRUMENT NUMBER 02-370767, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA. ALSO BEING A PORTION OF LOT 6 OF MRS. M.M. KENDALL'S SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 40 OF MAPS, RECORDS OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MAIN STREET (30.00 FOOT HALF-WIDTH) AS ADOPTED BY BOARD RESOLUTION DATED MAY 3, 1948 PURSUANT TO SUPERVISORS MINUTES BOOK 40, PAGE 239, AND THE CENTERLINE OF MICHIGAN AVENUE SOUTH (15.00 FOOT HALF-WIDTH) AS ADOPTED BY BOARD RESOLUTION RECORDED SEPTEMBER 11, 1952 IN BOOK 1399, PAGES 214 AND 215, SAID OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID INTERSECTION BEING A POINT ON THE COMMON BOUNDARY LINE BETWEEN THE COUNTY OF SAN BERNARDINO AND THE COUNTY OF RIVERSIDE, AS SHOWN ON MAP 844-C ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA. SAID BOUNDARY LINE ALSO BEING THE NORTH LINE OF THE NORTH WEST ONE QUARTER OF SAID SECTION 8;

THENCE SOUTH 89°07'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 3.19 FEET TO THE NORTH ONE QUARTER CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF SAID CENTERLINE OF MAIN STREET AND THE CENTERLINE OF MICHIGAN AVENUE (NORTH) AS SHOWN ON SAID MAP 844-C;

THENCE SOUTH 89°10'31" EAST CONTINUING ALONG SAID CENTERLINE OF MAIN STREET AND THE NORTH LINE OF THE NORTH EAST ONE QUARTER OF SAID SECTION 8, A DISTANCE OF 11.95 FEET;

THENCE SOUTH 00°49'29" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MICHIGAN AVENUE (SOUTH), SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 6 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°10'31" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 27.00 FEET;

Exhibit "A"
Legal Description
(Continued)

THENCE SOUTH 45°41'00" WEST A DISTANCE OF 16.93 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY OF THE CENTERLINE OF SAID MICHIGAN AVENUE (SOUTH);

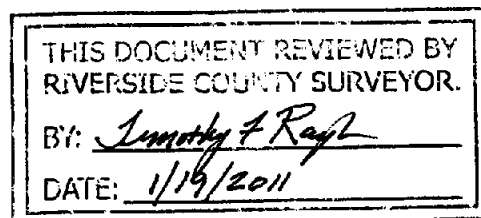
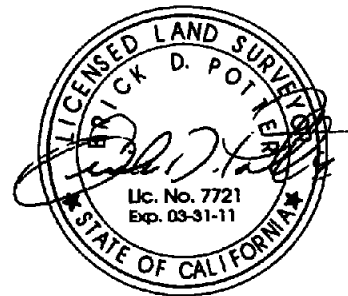
THENCE SOUTH 00°33'07" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 64.38 FEET TO THE SOUTH LINE OF SAID INSTRUMENT NO. 02-370767;

THENCE SOUTH 89°58'07" WEST ALONG SAID SOUTH LINE A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER THEREOF BEING A POINT ON SAID EAST RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (SOUTH);

THENCE NORTH 00°33'07" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 76.60 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.028 ACRES (1219.50 S.F.), MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.



MICHIGAN AVENUE (NORTH)

TOWNSHIP 2 SOUTH
RANGE 4 WEST
SECTION 5

PER MAP 844-C ON FILE IN THE OFFICE OF
THE COUNTY SURVEYOR OF RIVERSIDE COUNTY

MAIN STREET

PER BOARD RESOLUTION DATED
5/3/1948 PURSUANT TO SUPERVISORS
MINUTES BOOK 40, PAGE 239

COUNTY OF SAN BERNARDINO

COUNTY OF RIVERSIDE

TOWNSHIP 2 SOUTH
RANGE 4 WEST
SECTION 8

EXISTING R/W

PROJECT INFORMATION

1 R/W PER BK. 1399, PG 214 O.R.
RECORDED 9/11/1952

2 R/W PER BOARD OF SUPERVISORS
MINUTE BOOK 40, PG 239,
DATED 5/3/1948

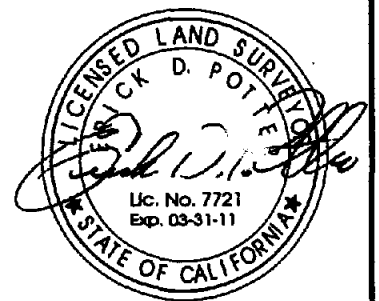
INSTRUMENT NO. 02-370767
RECORDED JULY 5, 2002

APN 255-080-006

MRS. M.M. KENDALL'S SUB-DIVISION
BK. 8, PG. 40, RECORDS OF
SAN BERNARDINO COUNTY

LOT 6

THIS DOCUMENT REVISIONED BY
RIVERSIDE COUNTY SURVEYOR
BY: *Samuel F. Ray* APN 255-080-007
DATE: 1/19/2011



PER BOARD RESOLUTION
RECORDED 9/11/1952 IN BOOK
1399, PAGES 214 & 215 OFFICIAL
RECORDS OF RIVERSIDE COUNTY

MICHIGAN AVENUE (SOUTH)

MRS. M.M. KENDALL'S SUB-DIVISION
BK. 8, PG. 40, RECORDS OF
SAN BERNARDINO COUNTY



EPIC ENGINEERS

CIVIL ENGINEERING
PLANNING

101 E. REDLANDS BOULEVARD
SUITE 146
REDLANDS, CA 92373

LAND SURVEYING
CONSTRUCTION MANAGEMENT

TELE 909 - 792 - 5969
FAX 909 - 792 - 8869

EXHIBIT 'B'

MICHIGAN AVENUE PUBLIC ROAD
AND UTILITY EASEMENT
WORK ORDER # B9-0953

W.O. 67.03

BY: ADL

DATE: 1/11/2011

SCALE: 1" = 20'

SHEET: 1 OF 1

EXHIBIT "C"

RIVERSIDE COUNTY GIS



Selected parcel(s):
255-080-006