

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

796



FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE 8/9/12
Patricia Munroe, Chief Information Officer

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
August 16, 2012

SUBJECT: Resolution No. 2012-146, Authorization to Purchase Real Property Interests for the Public Safety Enterprise Communications Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Consider the attached Addendum to the Addendum, along with the Final Program Environmental Report (SCH2008021125) for the County of Riverside's Public Safety Enterprise Communications (PSEC) Project;
2. Find that use of the easement area referenced herein will not result in any new significant environmental effects, will not substantially increase the severity of previously identified significant effects and will not necessitate new mitigation measures;

(Continued)

Robert Field

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 8/16/12
SAMUEL WONG

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 57,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: PSEC Budget

Positions To Be Deleted Per A-30
Requires 4/5 Vote

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

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

Prev. Agn. Ref.: 3.13 of 4/12/11 ; 3.17 of 7/31/12 | District: 5/5

Agenda Number: **3.48**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Approve Resolution No. 2012-146, Authorization to Purchase Real Property Interests, Riverside County Assessor's Parcel Number 473-120-068, consisting of 4.84 acres;
4. Approve the Right of Way Acquisition Agreement and authorize the Chairman to execute the documents necessary to complete the purchase; and
5. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete this action.

BACKGROUND:

Since adoption of the Program Environmental Impact Report (PEIR) in September 2008, it has been determined that the originally proposed Timoteo Communication Site location is not feasible due to construction-related constraints. Specifically, the original site is located on a narrow ridge with steep drop-offs on either side. Access to the site would be via a narrow dirt roadway atop this ridge and adequate room at the proposed construction site is not available for staging, construction, and heavy equipment access to occur simultaneously. In addition, soils testing at the site determined that the onsite soils do not possess sufficient bearing strength to adequately support the proposed tower. As such, the proposed Timoteo site had to be relocated to an area without these constraints that could still meet the site's critical radio coverage objectives.

The alternative Timoteo site is located approximately 750 feet east of Redlands Boulevard within the San Timoteo Badlands. It is located approximately 0.35 miles south of the original Timoteo location. The site has been leased by the county from a private party and is located on Section 26, Township 2 South, Range 3 West on the USGS Sunnymead, California, 7.5-minute topographic quadrangle. It shares similar characteristics to the original location in that it is located in the San Timoteo Badlands, it possesses the same vegetation and habitat characteristics, it is in the same soil unit as the original location, and contains similar visual features. Since the new proposed Timoteo Communication Site was not assessed in the PEIR, the county undertook the biological, cultural, and paleontological resources assessment work required as part of the mitigation measures described in Section 2. An addendum for the relocated Timoteo Communication Site was adopted by the Riverside County Board of Supervisors on April 12, 2011 (Agenda Item 3.13). The previously adopted addendum is included within Appendix E of this addendum. Since the time of the previously adopted addendum, it has been determined that the commercial power alignment to the site that was considered as part of that addendum is not suitable for construction purposes. A new commercial power alignment has since been identified. The new alignment would commence to the southwest of the site, would cross Redlands Boulevard, and would then travel to the communication site itself. Exhibits are included within Appendix A of this addendum that show the proposed commercial power alignment's location, as well as photographs of the alignment and the surrounding area. Since the new alignment was not assessed in the PEIR or within the previously adopted addendum, the county has again implemented the mitigation measures that were prescribed in the PEIR for new or relocated sites. Table 2, below, summarizes the PEIR mitigation measures that are relevant to the new Timoteo Communication Site Commercial Power Alignment Relocation.

(Continued)

BACKGROUND: (Continued)

The table also provides justification as to whether or not the mitigation measures listed above in Section 2 apply to this site. All other analysis prepared for the site and adopted in the April 12, 2011 addendum is still applicable to this site. These include the analysis and mitigation implemented for activities at the communication site itself, as well as for the proposed access road. Those project components have not changed. Therefore, the analysis conducted for this addendum relates only to the relocation of the commercial power alignment.

This site will provide a power line easement to adjacent property that has been developed with a communication facility. The county has reached agreement on a voluntary sale with the owner to acquire an easement in favor of Southern California Edison consisting of a 10 foot corridor approximately 650 feet in length connecting to adjacent leased property on Redlands Boulevard.

This resolution has been reviewed and approved by County Counsel as to legal form. The Notice of Intent to Purchase Real Property was published pursuant to Section 25350 of the California Government Code.

FINANCIAL DATA:

The following summarizes the funding necessary to acquire Assessor's Parcel Number 473-120-068:

Purchase Price	\$57,000
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All costs associated with these acquisitions are fully funded through the PSEC budget for FY 2012/13; thus, no additional net county cost will be incurred as a result of these transactions.

Attachments:

Right of Way Acquisition Agreement
Addendum #6 to Program EIR

8/30/12
D. PATRICK M. ...

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Resolution No. 2012-146
Authorization to Purchase Real Property Interests
Public Safety Enterprise Communications Project
Assessor's Parcel Number: 473-120-068
Owners: MV Ranchos, L.P., a California Limited Partnership

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on August 28, 2012, at 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the County to purchase real property interests from MV Ranchos, L.P., a California Limited Partnership for a purchase price of Fifty Seven Thousand (\$57,000) consisting of a utility easement in favor of Southern California Edison on that certain land identified as a portion of Riverside County Assessor's Parcel Number 473-120-068, located in the County of Riverside, State of California, more particularly as shown in Exhibit "A", attached hereto and thereby made a part of hereof;

BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors is hereby authorized to execute any and all documents necessary to purchase the property; and

BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive Officer of the Economic Development Agency, or his designee, is authorized to execute the necessary documents to complete this purchase of real property.



EXHIBIT "A"

REDLANDS
BOULEVARD

P.O.C.
STRIP #1

PARCELS 1 AND 2
NOTICE OF LOT LINE ADJUSTMENT NO. 4896
REC. 12/01/2005
DOC. # 2005-0994054, O.R.
RIVERSIDE COUNTY

75.03'

N06°43'38"W

645.00'

PARCEL 1

T.P.O.B.
STRIP #1

STRIP #1
10' WIDE

STRIP #2
25' WIDE

PT. "A"

PARCEL 2

SCE EASEMENT		
DSE800755845	6277-2328	0-2067
TD# 520857	SLS/BT	08/27/11

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PROJECT: PSEC TIMOTEO
SCE WORK ORDER NO. TD520857
APN: 473-120-068 (PORTION)

RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and MV RANCHOS, L.P. a California Limited Partnership ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties".

RECITALS

WHEREAS, Grantor owns that certain real property located near Moreno Valley, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment "1", attached hereto and made a part hereof. The real property consisting of 34.88 acres of land is also known as Assessor's Parcel Number: 473-120-068 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desires to fund the purchase an easement interest in favor of Southern California Edison Company, a corporation ("SCE") over a portion of the Property ("ROW"), for the purpose of constructing a power distribution line for the PSEC Timoteo project ("Project") as follows: a Grant of Easement in favor of SCE described on Attachment "2" attached hereto and made a part hereof; pursuant to the terms and conditions set forth herein; and

WHEREAS, concurrently with this Agreement, the Parties intend to enter into a Right of Entry/Temporary Construction Access Agreement to grant SCE the right to temporarily use portions of the Property, as described therein, for the construction of the Project; and

1 WHEREAS, the Effective Date is the date on which this Agreement is approved
2 and fully executed by County and Grantor as listed on the signature page of this
3 Agreement;

4 NOW, THEREFORE, in consideration of the payment and other obligations set
5 forth below, Grantor and County mutually agree as follows:

6 1. County shall:

7 A. Pay to the undersigned Grantor by tendering payment to the
8 Grantor in the amount of Fifty Seven Thousand Dollars (\$57,000.00) ("Purchase
9 Price"), which is specifically agreed by the Parties to be the full amount of the
10 compensation due and owing to Grantor for the ROW, conveyed AS-IS by said Grant
11 of Easement to SCE.

12 1) Have the authority to deduct and pay from the amount
13 shown in Paragraph 1A, a prorated amount necessary to satisfy the Grantor's share of
14 property taxes. Any additional costs will be addressed by the County. Said recording
15 charges shall not, include documentary transfer tax.

16 2. Grantor shall:

17 A. Execute and acknowledge and will deliver to James R. Force,
18 Supervising Real Property Agent for the County, a Grant of Easement in favor of SCE;

19 B. Intentionally omitted.

20 C. Intentionally omitted.

21 3. Intentionally omitted.

22 4. This Right of Way Acquisition Agreement embodies all of the
23 considerations agreed upon between the County and Grantor. This Agreement was
24 obtained without coercion, promises other than those provided herein, or threats of any
25 kind whatsoever by or to either party. By executing this Agreement, Grantor
26 represents that Grantor has no direct or indirect present or contemplated future
27 personal interest in the property interest being acquired or in any benefit from the
28 acquisition of subject property interest.

1 5. The performance of this Agreement constitutes the entire consideration
2 for the acquisition of the property interest under this Agreement and shall relieve the
3 County of all further obligations or claims on account of the acquisition of the property
4 interest referred to herein or an account of the location, grade or construction of the
5 proposed public utility improvement.

6 6. This Agreement is made solely for the benefit of the Parties to this
7 Agreement and their respective successors and assigns, and no other person or entity
8 may have or acquired any right of virtue of this Agreement.

9 7. This Agreement shall not be changed, modified, or amended except upon
10 the written consent of the parties hereto.

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

17 9. Any action at law or in equity brought by either of the Parties hereto for
18 the purpose of enforcing a right or rights provided for by this Agreement shall be tried
19 in a court of competent jurisdiction in the County of Riverside, State of California, and
20 the Parties hereby waive all provisions of law providing for a change of venue in such
21 proceedings to any other county.

22 10. Grantor, its assigns and successors in interest shall be bound by all the
23 terms and conditions contained in this Agreement, and all the parties thereto shall be
24 jointly and severally liable thereunder.

25 11. This Agreement may be signed in counterpart or duplicate copies, and
26 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
27 purposes.

28

1 In Witness Whereof, the Parties have executed this Agreement the day and year below
2 written.

3
4 Dated: _____

5 GRANTOR: MV RANCHOS, L.P.

6
7 By: _____
8 Robert Curtis

9 Its: _____

10 U S BANK, a National Association

11 By: _____
12 *Gregory J. Hall*
13 *V.P.*

14 COUNTY OF RIVERSIDE

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 John Tavaglione, Chairman
20 Board of Supervisors

21 By: _____
22 Deputy

23 APPROVED AS TO FORM:
24 Pamela J. Walls, County Counsel

25 By: _____
26 Synthia M. Gunzel
27 Deputy County Counsel

1 In Witness Whereof, the Parties have executed this Agreement the day and year below
2 written.

3
4 Dated: May 14, 2012

5 GRANTOR: MV RANCHOS, L.P.

6
7 By: 
8 Robert Curtis

9 Its: PARTNER

10 U S BANK, a National Association

11 By: _____

12 COUNTY OF RIVERSIDE

13
14 ATTEST:
15 Kecia Harper-Ihem
16 Clerk of the Board

17
18 By: _____
19 John Tavaglione, Chairman
20 Board of Supervisors

21 By: _____
22 Deputy

23 APPROVED AS TO FORM:
24 Pamela J. Walls, County Counsel

25 By: 
26 ~~Synthia M. Gunzer~~ Patricia Muneal
27 Deputy County Counsel

28 JF:ra/022312/052IT/14.674 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.674.doc

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ATTACHMENT "1"
Assessor's Plat Map

Attachment "2"

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1. An easement over a portion of APN 473-120-068 in favor of Southern California Edison Company as described on the COPY of the Grant of Easement attached hereto.

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Menifee	WORK ORDER 6277-2328 TD# 520857	IDENTITY 0-2067	MAP SIZE
	SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 654-1722-1 APN 473-120-068 and 069	APPROVED: Real Properties	BY SLS/BT
			DATE 10/06/11	

MV RANCHOS L.P., a California limited partnership (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires, and other appurtenant fixtures and/or equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, across and along that certain real property in the County of Riverside, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN PARCELS 1 AND 2 OF NOTICE OF LOT LINE ADJUSTMENT NO. 4896, RECORDED ON DECEMBER 01, 2005 AS DOCUMENT NO. 2005-0994054, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS BEING DESCRIBED AS FOLLOWS:

STRIP #1 (10.00 FEET WIDE)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF SAID PARCEL 1, SHOWN AS "NORTH 06°43'38" WEST 645.00 FEET" ON EXHIBIT "B" IN SAID LOT LINE ADJUSTMENT NO. 4896; THENCE ALONG SAID CERTAIN COURSE, SOUTH 06°43'38" EAST 75.03 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 54°24'31" WEST 463.79 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHEASTERLY IN THE EASTERLY LINE OF SAID PARCEL 1.

STRIP #2 (25.00 FEET WIDE)

BEGINNING AT SAID POINT "A"; THENCE SOUTH 54°24'31" WEST 25.00 FEET TO A POINT OF ENDING.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.



PARCELS 1 AND 2
NOTICE OF LOT LINE ADJUSTMENT NO. 4896
REC. 12/01/2005
DOC. # 2005-0994054, O.R.
RIVERSIDE COUNTY

REDLANDS
BOULEVARD

P.O.C.
STRIP #1

75.03'

N06°43'38"W

645.00'

T.P.O.B.
STRIP #1

PARCEL 1

STRIP #1
10' WIDE

STRIP #2
25' WIDE

PT. "A"

PARCEL 2

SCE EASEMENT

DSE800755845	6277-2328	0-2067
TD# 520857	SLS/BT	08/27/11