

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 12/24/09

FORM APPROVED COUNTY COUNSEL
 BY: Cynthia M. Guard 11-2-09
 SYNTHIA M. GUNZEL, Department Director

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

531



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 September 9, 2009

SUBJECT: Acquisition Agreement for the Date Palm Drive Interchange at Interstate 10 Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for a portion of Assessor's Parcel Number 675-020-029 and authorize the Chairman of the Board to execute this agreement on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to execute any other 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:	\$61,360	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: Transportation Uniform Mitigation Fee (TUMF) Coachella Valley Association of Governments (CVAG) 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:
 Jennifer L. Sargent

County Executive Office Signature

Policy

Consent

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 5, 2010
 xc: EDA, Auditor, EO, Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: 4/28/09, 3.17 | District: 4 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.23

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$45,260 to acquire a portion of Assessor's Parcel Number 675-020-029, and \$16,100 to pay all related costs.

BACKGROUND:

Date Palm Drive is a north-south arterial, located in the Coachella Valley, which provides vital access to Interstate 10 for the cities of Cathedral City and Rancho Mirage. The interchange and local arterial presently experience congestion during peak hours. As the area further develops in future years, the traffic is expected to grow and further degrade traffic operations at the ramp intersections and also operations on Date Palm Drive.

The proposed Date Palm Drive interchange will be a partial cloverleaf configuration consisting of realigned eastbound and westbound on and off-ramps. The existing bridge will be widened to accommodate six through traffic-lanes, a raised median, a sidewalk, and a shoulder that will be used as a bike lane.

The reconstruction of this interchange will provide improved access and roadway operations to the surrounding community. The need for improving the Date Palm/Interstate 10 interchange has been recognized by the County of Riverside Transportation Department, Cathedral City, Coachella Valley Association of Governments, and the California Department of Transportation.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 675-020-029 for a price of \$45,260. There are costs of \$16,100 associated with this transaction. This property is one of seven properties located in the project.

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 675-020-029:

Acquisition	\$ 45,260
Estimated Title and Escrow Charges	\$ 1,200
Preliminary Title Report	\$ 400
Appraisal	\$ 7,500
EDA Real Property Staff Time	\$ 7,000
Total Estimated Acquisition Costs:	\$ 61,360

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 2009/10. 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	\$7,900
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 400
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10000-7200400000-524550	Appraisal Services	\$7,500
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PROJECT: I-10 and Date Palm Drive Project
PARCEL: 0373-005A
APN: 675-020-029 (PORTION)

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 HAWAII FIVE-O, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, herein called "Grantor".

Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County or to the designated escrow company, a Grant Deed dated _____, identifying a portion of Assessor's Parcel Number 675-020-029, referenced as Parcel 0373-005A 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 Forty Five Thousand Two Hundred Sixty Dollars (\$45,260) 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 from 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 claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of such materials or substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such materials or substances. For the purpose of this agreement, such 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
9 B. Be obligated hereunder to include without limitation, and whether
10 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
11 detoxification, or decontamination of the parcel, and the preparation and implementation of any
12 closure, remedial action, or other required plans in connection therewith, and such obligation
13 shall continue until the parcel has been rendered in compliance with applicable federal, state,
14 and local laws, statutes, ordinances, regulations, and rules.

15
16 3. Any and all moneys payable under this contract, up to and including the
17 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded
18 December 31, 2008, as Instrument No.2008-0680378, Official Records of Riverside County,
19 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to
20 provide a partial reconveyance as Assessor's Parcel Number 675-020-029, and to furnish
21 Grantor with good and sufficient receipt showing said moneys credited against the
22 indebtedness secured by said Deed of Trust.

23
24 Grantor hereby authorizes and directs the disbursement of funds which
25 are demanded under the terms of said Deed of Trust.

26
27 4. 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
33 5. Grantor hereby agrees and consents to the dismissal of any
34 condemnation action which has been or may commenced by County in the Superior Court of
35 Riverside County to condemn said land, and waives any and all claim to money that has been
36 or may be deposited in court in such case or to damages by reason of the filing of such action.

37
38 6. The performance by the County of its obligations under this agreement
39 shall relieve the County of any and all further obligations or claims on account of the acquisition
40 of the property referred to herein or on account of the location, grade, or construction of the
41 proposed public improvement.

42
43 7. This agreement shall not be changed, modified, or amended except upon
44 the written consent of the parties hereto.

45
46 8. This agreement is the result of negotiations between the parties and is
47 intended by the parties to be a final expression of their understanding with respect to the
48 matters herein contained. This agreement supersedes any and all other prior agreements and
49 understandings, oral or written, in connection therewith. No provision contained herein shall be
50 construed against the County solely because it prepared this agreement in its executed form.

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

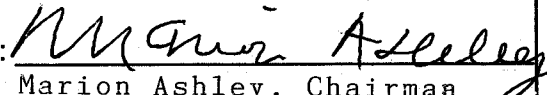
5 Dated: JAN - 5 2010

GRANTOR:

Hawaii Five-O, LLC / a California
Limited Liability Company

6
7 By: 
8 George C. Baker, Managing Member

COUNTY OF RIVERSIDE

9
10 By: 
11 Marion Ashley, Chairman
12 Board of Supervisors

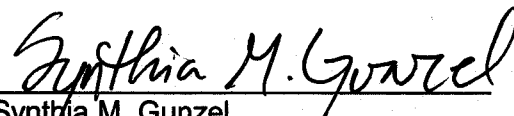
ATTEST:

13 Kecia Harper-Ihem
14 Clerk to the Board

15 By: 
16 Deputy

APPROVED AS TO FORM:

17 Pamela J. Walls
18 County Counsel

19 By: 
20 Cynthia M. Gunzel
21 Deputy County Counsel

22
23
24
25
CO:jw 20
06/15/09
199TR
12.788 21

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0373-005A

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 4, SAID CORNER LYING ON THE CENTERLINE OF DATE PALM DRIVE, AS SHOWN ON RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332, INCLUSIVE, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 89°49'04" W ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 4, A DISTANCE OF 16.766 METERS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID DATE PALM DRIVE (16.764 METER HALF WIDTH) AS SHOWN ON THE DEED PLAT OF DATE PALM DRIVE AND VISTA CHINO IN THE AGUA CALIENTE INDIAN RESERVATION DATED JANUARY 1964, PER RIVERSIDE COUNTY MAP NUMBER 762-K, ON FILE IN SAID OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 89°49'04" W ALONG SAID EAST-WEST CENTER SECTION LINE OF SECTION 4, A DISTANCE OF 11.153 METERS;

THENCE N 04°51'13" E, A DISTANCE OF 168.208 METERS TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF DATE PALM DRIVE;

THENCE S 01°03'09" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF DATE PALM DRIVE, A DISTANCE OF 167.598 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 934.4 SQUARE METERS, 10,058 SQUARE FEET OR 0.231 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 1.00001968 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 241-G-7, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 8/12/09



EXHIBIT "B"

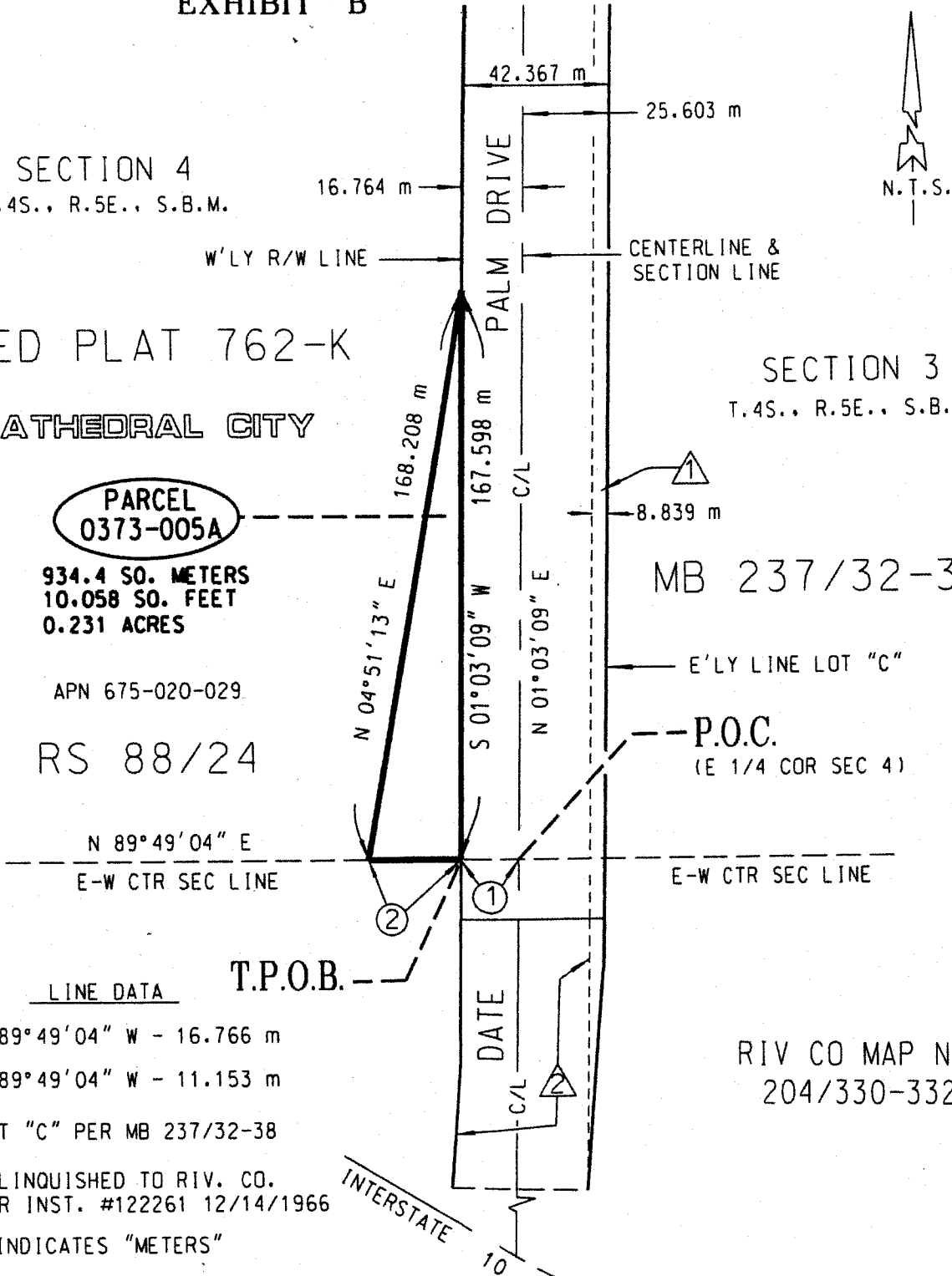
SECTION 4
T.4S., R.5E., S.B.M.
DEED PLAT 762-K
CATHEDRAL CITY

PARCEL
0373-005A
934.4 SO. METERS
10.058 SO. FEET
0.231 ACRES

APN 675-020-029
RS 88/24

SECTION 3
T.4S., R.5E., S.B.M.

MB 237/32-38



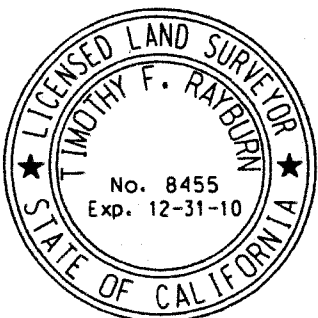
LINE DATA

- ① S 89°49'04" W - 16.766 m
 - ② S 89°49'04" W - 11.153 m
 - ⚠ LOT "C" PER MB 237/32-38
 - ⚠ RELINQUISHED TO RIV. CO. PER INST. #122261 12/14/1966
- "m" - INDICATES "METERS"

T.P.O.B.

DATE

RIV CO MAP NO.
204/330-332



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.00001968.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: DATE PALM DRIVE / I-10

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: 0373-005A

PREPARED BY: BCIII

SCALE: N.T.S.

DATE: AUGUST, 2009

W.O. NO.: A8-0373

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

SHEET 1 OF 1 SHEET