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

**SUBMITTAL DATE:** February 4, 2010

FROM: Economic Development Agency and Transportation Department

SUBJECT: Acquisition Agreement for the Seeley Avenue Secondary Access Road Project

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the Acquisition Agreement for a portion of Assessor's Parcel Number 863-070-015 and authorize the Chairman of the Board to execute this document on behalf of the County;
- าร

	16-18 C	Devel	opment Agency or his designee to nplete this transaction;	county Execute execute any d	tive Officer/EDA for the locuments and administe	∍ Economi er all action
INTY COUNSEL	Jaszely El	(Continued)	9	127	Field	
000	SUNZ	Juan C. Pere Transportatio	n Department	Robert Fi Assistant	ield County Executive Office	er/EDA
MAPPROVE	SYNTHIA M.	FINANCIAL DATA SOURCE OF	Current F.Y. Total Cost: Current F.Y. Net County Cost: Annual Net County Cost: FUNDS: City of Blythe-County F	\$ -0- \$ -0-	In Current Year Budget: Budget Adjustment: For Fiscal Year: Positions To Be	No Yes 09/10
FORM	BY: Sol	Agency Fund	s 100%		Deleted Per A-30 Requires 4/5 Vote	
N Policy	4-Policy		utive Office Signature  MINUTES OF THE B	m of the sargent		
Consent	☐ Consent					
Dep't Recomm.:	er Exec. Ofc.:	Ayes: Nays: Absent: Date: xc:	Buster, Tavaglione, Stone, Ber None None May 4, 2010 EDA, Transp, Auditor, EO	noit and Ashle	Kecia Harr Clerk of th By: Dep	e Board
Ŏ	Per	Prev. Agn. Re	ef.: 3.41, 5/19/09 District:  ATTACHMENTS FILED	-	enda Number: 5	. 5

WITH THE CLERK OF THE BOARD

Economic Development Agency and Transportation Department Acquisition Agreement for the Seeley Avenue Secondary Access Road Project February 4, 2010 Page 2

### **RECOMMENDED MOTION: (Continued)**

- 3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 Real Property budget as set out on Schedule A; and
- 4. Authorize and allocate the sum of \$4,650 to purchase parcel 07000035-001 within Assessor's Parcel Number 863-070-015 and \$9,590 to pay all related transaction costs associated with this transaction.

### **BACKGROUND:**

The proposed Seeley Avenue secondary road access (project) is located in the Blythe/Mesa Verde area, of eastern Riverside County. The proposed improvement will benefit the community by creating improved traffic circulation.

The Economic Development Agency (EDA) has negotiated the acquisition of Parcel 07000035-001 within Assessor's Parcel Number 863-070-015 from the Southern California Edison Company at a cost of \$4,650. There are costs of \$9,590 associated with this transaction. This property is one of three properties located in the project.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

Economic Development Agency and Transportation Department Acquisition Agreement for the Seeley Avenue Secondary Access Road Project February 4, 2010 Page 3

### FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 863-070-015:

Acquisition	\$ 4,650
Estimated Title and Escrow Charges:	\$ 1,000
Preliminary Title Report	\$ 350
Appraisal	\$ 3,750
Acquisition Administration	\$ 4,490
Total Estimated Acquisition Costs:	\$14,240

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.

Economic Development Agency and Transportation Department Acquisition Agreement for the Seeley Avenue Secondary Access Road Project February 4, 2010 Page 4

# **SCHEDULE A**

## **Increase Estimated Revenues:**

10000-7200400000-778280	Interfund-Reimb for Service	\$ 4,100
Increase Appropriations:		
10000-7200400000-525400 10000-7200400000-524550	Title Company Services Appraisal Services	\$ 350 \$ 3,750

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PROJECT: Seeley Avenue Secondary

Road Access

PARCEL: 07000035-001

APN:

863-070-015 (portion)

### **ACQUISITION AGREEMENT**

This agreement is made by and between the COUNTY OF RIVERSIDE, herein called "County", and the SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, 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, an Easement Deed dated \_\_\_\_\_\_, identifying a portion of Assessor's Parcel Number: 863-070-015 referenced as Parcel 07000035-001 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 Four Thousand Six Hundred Fifty Dollars (\$4,650) 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.

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

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

3. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the subject property by County, including the right to remove and dispose of improvements, shall commence upon the execution of this agreement 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 be 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, its assigns and successors in interaction and conditions contained in this agreement, and all the	
2	11	parties thereto shall be jointly and
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6	;	Say K Glaser OF WAY AGENT
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12	Clerk to the Board	
13	By: By: By: By:	Mon Allelegrion Ashley, Chairman pard of Supervisors
14		ard of bupervisors
15	APPROVED AS TO FORM: Pamela J. Walls	
16		
17	By: Synthia M. Gonzel	
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243TR 12.385 <sup>22</sup>		
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# EXHIBIT "A" LEGAL DESCRIPTION PARCEL 0700035-001

THAT PORTION OF TRACT 56, AS SHOWN ON THE INDEPENDENT RESURVEY OF SAID TOWNSHIP ACCEPTED MAY 10, 1919, BY THE GENERAL LAND OFFICE, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

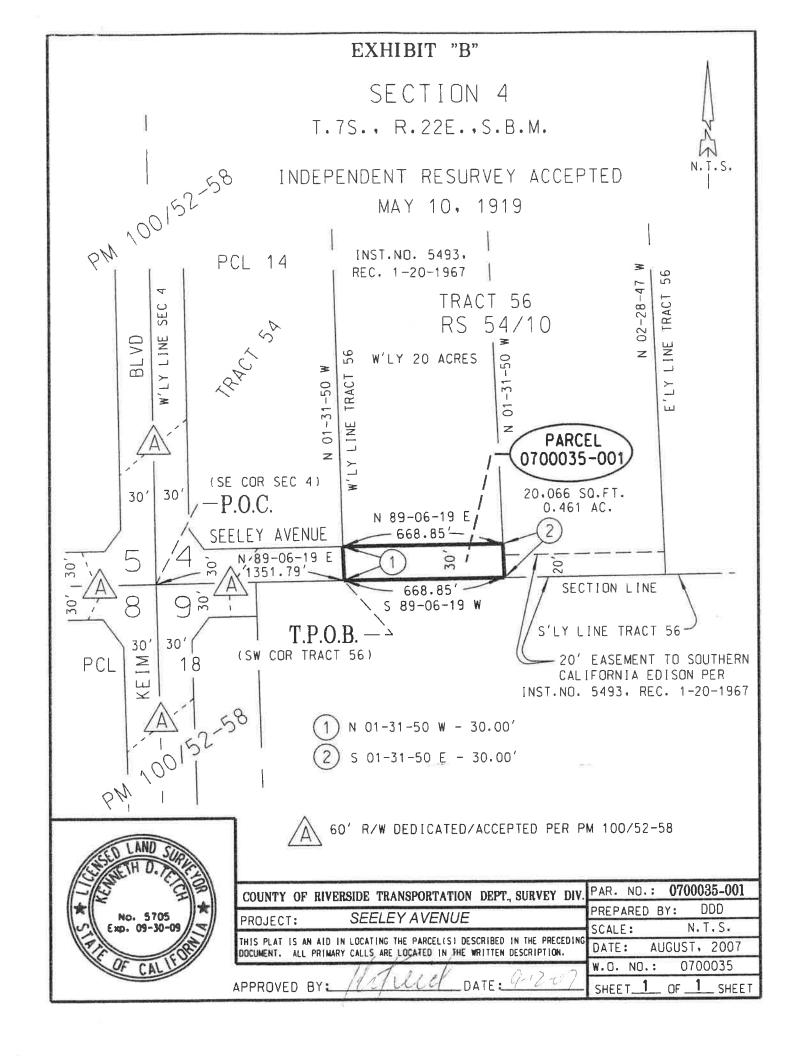
THE SOUTHERLY 30.00 FEET OF THE WESTERLY 20 ACRES OF SAID TRACT 56.

CONTAINING: 20,066 SQUARE FEET, OR 0.461 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Mifelial

DATE: \_\_\_\_\_



# RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

## RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

14799 CHESTNUT STREET WESTMINSTER, CA. 92683-5240

TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REAL ESTATE

#### **Easement**

Location: Unincorporated Area

APN: 863-070-015

RP File No.: GRT08210195 Affects SCE Documents:

272515

DOCUMENTARY TRANSFER TAX \$	SEF	R.6852	21A
	Sen	vice O	rder 800268802
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED			4.D.D.O.V.E.D.
OR COMPUTED ON FULL VALUE LESS LIENS AND	رم ا		APPROVED RATE REAL ESTA
ENCUMBRANCES REMAINING AT TIME OF SALE SO, CALIF, EDISON CO.	"		EPARTMENT
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	вү	RK	DATE 07/07/09

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to the COUNTY OF RIVERSIDE, a public body, corporate and politic, hereinafter called "Grantee", an easement for road purposes, in, on, under, over, along and across that certain real property in the Unincorporated Area of the County of Riverside, State of California, described as follows:

The Westerly 20 acres of Tract 56 of Section 4, Township 7 South, Range 22 East, San Bernardino Base and Meridian.

Said road easement is more particularly described on the Exhibit "A", and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

- 1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
- 2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
- 3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.

Grant of Easement S.C.E., a corporation to The County of Riverside Serial No. 68521A RP FILE: GRT08210195 Affects SCE Document(s): 272515

- 4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.
- 5. Grantee agrees to pay to Grantor, upon demand, any and all costs of relocation and/or construction of such electric transmission, distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement.
- 6. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of twenty seven (27.00) feet between their equipment and any and all overhead electric conductors.
- 7. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
- 8. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
- 9. The above described real property is to be used only for the purposes specified herein and in the event:
  - a. said real property is not so used;
  - b. said real property shall be vacated as a road right of way; or
  - c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

10. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

Grant of Easement S.C.E., a corporation to The County of Riverside Serial No. 68521A RP FILE: GRT08210195

Affects SCE Document(s): 272515

- 11. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement"] shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
- 12. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
- 13. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
- 14. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%].
- 15. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
- 16. Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its principal place of business.
- 17. Grantee shall promptly and properly replace the earth over any underground facilities, shall tamp or water-settle such earth so that no depressions shall be left or shall develop in the surface of the ground over said underground facilities, and shall restore the surface of the ground over said underground facilities to as near its original condition and appearance as possible.
- 18. By the acceptance hereof, the Grantee agrees to indemnify Grantor, its officers, agents, and/or employees, from any and all liability, loss, or damage to which Grantor, its officers, agents, and/or employees may be subjected as the result of any act or omission by Grantee, its officers, agents or employees arising out of the exercise by Grantee, its officers, agents, or employees, of any of the rights granted to it by this instrument.
- 19. It is expressly understood and agreed that this Easement is granted pursuant to the authority of and upon and subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which by this reference is incorporated herein and made a part hereof.
- 20. Grantee agrees that no additional structures will be installed on the above described real property.
- 21. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.

Grant of Easement S.C.E., a corporation to The County of Riverside Serial No. 68521A RP FILE: GRT08210195 Affects SCE Document(s): 272515

IN WITNESS WHEREOF, said Sour instrument to be executed this day of	thern California Edison Company has caused this f, 20
	SOUTHERN CALIFORNIA EDISON COMPANY a corporation
	Bv·
	By:  Jay Glasser Right of Way Agent Real Estate Operations Division Corporate Real Estate Department Operations Support
GRANTEE, does hereby accept the ab the terms, covenants and conditions therein perform each and all of said terms, covenants	cove and foregoing Easement upon and subject to all of contained, and does hereby agree to comply with and and conditions.
DATED as of this day of	, 20
	THE COUNTY OF RIVERSIDE, a public body, corporate and politic
	By:
	Name:
	Title:
	By:
	Name:
	Title:
FORM APPROVED COUNTY COUNSEL  SYNTHIA M. GUNZEL  DATE	

State of California County of \_\_\_\_\_\_) Public, On \_\_\_\_\_ before me, \_\_\_\_\_ Notary , who proved to me on the basis personally appeared of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature \_\_\_\_\_ State of California County of \_\_\_\_\_) before me, \_\_\_\_\_\_\_, a Notary rubbe, \_\_\_\_\_\_, who proved to me on the basis personally appeared\_ of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature \_\_\_\_\_

Grant of Easement S.C.E., a corporation to The County of Riverside Serial No. 68521A RP FILE: GRT08210195

Affects SCE Document(s): 272515

Grant of Easement S.C.E., a corporation to The County of Riverside Serial No. 68521A RP FILE: GRT08210195 Affects SCE Document(s): 272515

State of California	)			
County of				
personally appearedof satisfactory evidence and acknowledged to capacity(ies), and that upon behalf of which t	before me,	, who person who person with a same in the instrument the iment.	proved to me or to the within in his/her/their a person(s), or	nstrument authorized the entity
WITNESS my hand an	nd official seal.			
Signature		*		

# Certificate of Acceptance

This is to certify that the interest in real pr	operty o	conveyed by the deed or grant date	ed				
from Southern Calif	ornia Ec	dison Company, a corporation, to the	he				
County of Riverside, a political subdivision	of the S	State of California, is hereby accept	ed				
by the undersigned officer on behalf of the	Board	of Supervisors pursuant to authori	ity				
conferred by order of the Board of Supervisors adopted on, and the							
grantee consents to recordation thereof by its duly authorized officer.							
Dated	By:						
	Ro	obert Field	— /IID 4				
	As	ssistant County-Executive Off	icer/EDA				

BY: SYNTHIA M. GUNZEL DATE

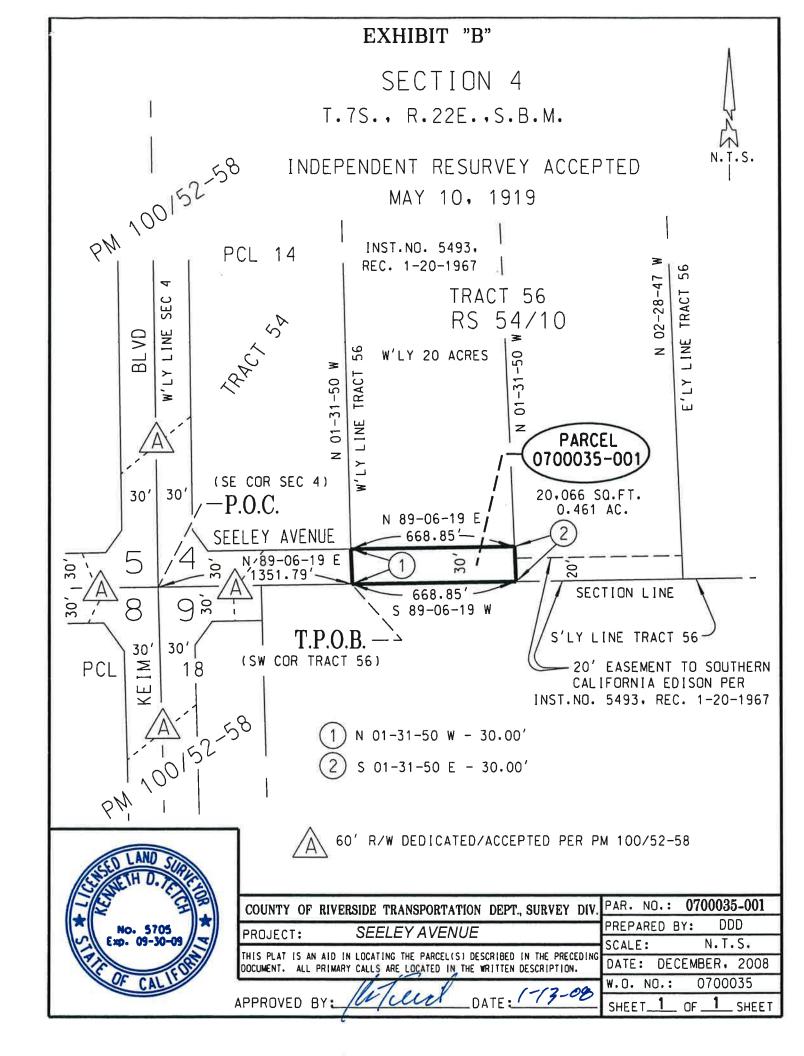
### **EXHIBIT "A" LEGAL DESCRIPTION** PARCEL 0700035-001

THAT PORTION OF TRACT 56 AS SHOWN ON THE INDEPENDENT RESURVEY OF TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, CALIFORNIA, ACCEPTED MAY 10, 1919, BY THE GENERAL LAND OFFICE, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 30.00 FEET OF THE WESTERLY 20 ACRES OF SAID TRACT 56.

CONTAINING: 20,066 SQUARE FEET, OR 0.461 ACRES, MORE OR LESS.

	SEE ATTACHED EXHIBIT	Г "В"	LAND CO
APPROVED BY:	Level		ETH O.
DATE:	-09	* Silver	No. 5705 xp. 09-30-09
			CAL



# MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



## 3.44

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from the Economic Development Agency and Transportation Department regarding Acquisition agreement for the Seeley Avenue Secondary Access Road Project - APN 863-070-015 is continued to Tuesday, May 4, 2010 at 9:00 a.m.

Roll Call:

Ayes:

Buster, Stone, Benoit and Ashley

Nays:

None

Absent:

Tavaglione

I hereby certify that entered on	the foregoing is a full true, and correct copy of an April 6, 2010 of Supe	order made and rvisors Minutes.
(seal)	WITNESS my hand and the seal of the Board of Dated: April 6, 2010 Kecia Harper-Ihem, Clerk of the Board of Supervand for the County of Riverside, State of Californ By:	isors, in

AGENDA NO.

3.44

xc: EDA, Transp, Auditor, COB