

839



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

FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
May 13, 2010

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 Parcel 0373-003D within a portion of Assessor's Parcel Number 670-030-026 and authorize the Chairman of the Board to execute this document 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:	\$45,656	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
 Policy

Consent
 Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: May 25, 2010
 xc: EDA, Auditor, EO, Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.28 of 9/15/09 | District: 4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.28

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 DATE: 5/13/10
 FORM APPROVED COUNTY COUNSEL
 BY: CYNTHIA M. GUNZEL
 DATE: 4-26-10

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 \$40,336 to purchase Parcel 0373-003D within a portion of Assessor's Parcel Number 670-030-026 and \$5,320 to pay all related transaction 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.

On September 15, 2009, the Board approved Item 3.28 approving the acquisition of the fee simple interest and permanent easement for utility purposes for a portion of Assessor's Parcel Numbers 670-020-006 and 670-030-014.

After September 15, 2009, it was determined that the size of the permanent easement, Parcel 0373-003C, should be increased by 3,586 square feet to reflect the actual size needed.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 670-030-026 for a price of \$40,336. There are costs of \$5,320 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 acquisition of a portion of Assessor's Parcel Number 670-030-026:

Acquisition	\$ 40,336
Estimated Title and Escrow Charges	\$ 1,200
Preliminary Title Report	\$ 400
Appraisal	\$ 720
EDA Real Property Staff Time	\$ 3,000
Total Estimated Acquisition Costs:	\$ 45,656

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	\$ 1,120
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 400
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10000-7200400000-524550	Appraisal Services	\$ 720
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1 PROJECT: I-10 and Date Palm Drive Project
2 PARCEL: 0373-003D
3 APN: 670-030-026 (PORTION)

4 ACQUISITION AGREEMENT

5 This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL
6 SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and WEST WORLD
7 PROPERTIES INC., A CALIFORNIA CORPORATION, AND KATRINA HEINRICH-
8 STEINBERG, TRUSTEE OF THE KATRINA HEINRICH-STEINBERG LIVING TRUST, U/D/T
9 DATED DECEMBER 21, 1998, herein called "Grantor".

10 Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County
11 or to the designated escrow company, a Utility Easement Deed dated
12 _____, identifying a portion of Assessor's Parcel Number 670-030-026,
13 referenced as Parcel 0373-003D and described on Exhibits "A" and "B" attached hereto and
14 made a part hereof, in 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 Forty Thousand Three
17 Hundred Thirty Six Dollars (\$40,336) for the property, or interest therein, conveyed by said
18 deeds, 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. Handle real property taxes, bonds, and assessments in the
22 following manner:

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

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

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

32 2. Grantor shall:

33 A. Indemnify, defend, protect, and hold County, its officers,
34 employees, agents, successors, and assigns free and harmless from and against any and all
35 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

1 laws relating to such materials or substances. For the purpose of this agreement, such
2 materials or substances shall include without limitation hazardous substances, hazardous
3 materials, or toxic substances as defined in the Comprehensive Environmental Response,
4 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
5 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
6 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
7 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
8 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
9 regulations adopted in publications promulgated pursuant to said laws.

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

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

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

22 5. The performance by the County of its obligations under this agreement
23 shall relieve the County of any and all further obligations or claims on account of the
24 acquisition of the property referred to herein or on account of the location, grade, or
25 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.

8. County is a public agency possessing eminent domain authority and is
acquiring an easement in parcel 0373-003D ("Parcel") for a public purpose. County
acknowledges that its acquisition of the Parcel is in lieu of condemnation and that in the event
the voluntary acquisition of the Parcel had not been negotiated by April 30, 2010, County will
initiate condemnation of the Parcel. Closing the Escrow described herein evidences County's
determination to acquire the Parcel in lieu of condemnation.

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9. Grantor, their 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: 03-29-2010

GRANTOR:

WEST WORLD PROPERTIES INC., A CALIFORNIA CORPORATION

By: [Signature]
Katrina B. Heinrich-Steinberg, President

KATRINA HEINRICH-STEINBERG LIVING TRUST, U/D/T DATED DECEMBER 21, 1998

By: [Signature]
Katrina B. Heinrich-Steinberg, Trustee

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk to the Board

By: [Signature]
Marion Ashley, Chairman
Board of Supervisors

By: [Signature]
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: [Signature]
Synthia M. Gunzel
Deputy County Counsel

CO:jw
03/23/10
199TR
13.198

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0373-003D
(UTILITY EASEMENT)

BEING A PORTION OF LOT 6, AS SHOWN ON TRACT MAP NO. 24515, ON FILE IN MAP BOOK 237, PAGES 32 THROUGH 38, INCLUSIVE, OF MAP BOOKS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 3, 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 01°03'09" W ALONG SAID CENTERLINE OF DATE PALM DRIVE, A DISTANCE OF 112.792 METERS TO A POINT ON THE SOUTHERLY LINE OF JOINT USE AGREEMENT RECORDED SEPTEMBER 30, 1965, AS INSTRUMENT NUMBER 112176, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 88°58'34" E, ALONG THE SOUTHERLY LINE OF SAID JOINT USE AGREEMENT, A DISTANCE OF 21.336 METERS TO THE SOUTHEAST CORNER THEREOF, BEING THE MOST SOUTHERLY CORNER OF LOT "C" AS DEDICATED ON SAID TRACT MAP, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 02°50'53" E, ALONG THE EASTERLY LINE OF SAID JOINT USE AGREEMENT AND WESTERLY LINE OF SAID LOT "C", A DISTANCE OF 14.373 METERS TO THE MOST NORTHERLY CORNER OF SAID JOINT USE AGREEMENT;

THENCE N 79°53'02" E, ALONG THE PROJECTION OF THE NORTHERLY LINE OF SAID JOINT USE AGREEMENT, A DISTANCE OF 9.605 METERS, TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE (9.144 METER FULL-WIDTH) OF GRANT OF EASEMENT/PIPELINE AS GRANTED TO COACHELLA VALLEY WATER DISTRICT BY EASEMENT RECORDED NOVEMBER 8, 1985, AS INSTRUMENT NUMBER 253104, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 27°56'34" E, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 27.032 METERS TO THE NORTHERLY LINE OF THAT CERTAIN UTILITY EASEMENT DESCRIBED AS PARCEL 0373-003C, RECORDED DECEMBER 9, 2009, AS INSTRUMENT NUMBER 0634381, SAID OFFICIAL RECORDS;

THENCE N 86°40'08" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 17.831 METERS TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, AS SHOWN ON SAID RIVERSIDE COUNTY MAP NUMBER 204, PAGES 330 THROUGH 332, INCLUSIVE;

THENCE N 27°56'34" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, A DISTANCE OF 7.669 METERS TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF DATE PALM DRIVE AND **THE TRUE POINT OF BEGINNING**.

CONTAINING 333.1 SQUARE METERS, 3,586 SQUARE FEET OR 0.082 ACRES, MORE OF LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTIONS 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: 12/30/09



EXHIBIT "B"
(UTILITY EASEMENT)

MB 237/32-38

LINE DATA

- ① S 88°58'34" E - 21.336m
- ② N 02°50'53" W - 14.373m
- ③ N 79°53'02" E - 9.605m
- ④ S 27°56'34" E - 27.032m
- ⑤ N 86°40'08" W - 17.831m
- ⑥ N 27°56'34" W - 7.669m
- △ LOT "C" PER MB 237/32-38
- △ 30' WIDE CVWD EASEMENT PER INST. #253104 11/8/1985
- △ 20' WIDE SO. CAL. GAS EASEMENT PER INST. #117765 11/6/1963
- △ 20' WIDE ELECTRIC EASEMENT FINAL ORDER OF CONDEMNATION PER INST. #88934 11/6/1963
- △ EASEMENT FOR ELECTRIC POWERLINE FOR JOINT USE AGREEMENT W/S.C.E. AS INST. #112176 REC. 9/30/1965
- △ VARIABLE WIDTH UTILITY EASEMENT, PARCEL 0373-003C, REC. 12/09/2009 AS INST. # 2009-0634381

TRACT MAP NO. 24515
MB 237/32-38
LOT 6
APN 670-030-014

P.O.C.
(W 1/4 COR SEC 3)

333.1 SQ. METERS
3,586 SQ. FEET
0.082 ACRES

PARCEL 0373-003D

T.P.O.B.

CENTERLINE & SECTION LINE

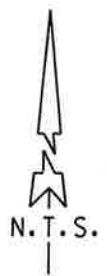
P.C.L. 12435-A
C/L
DATE

CATHEDRAL CITY 10

SECTION 4 | SECTION 3

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

|||| INDICATES RESTRICTED ACCESS



ALL DISTANCES SHOWN ARE 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.

APPROVED BY: *Timothy F. Rayburn* DATE: 12/30/09

PAR. NO.: 0373-003D

PREPARED BY: BC111

SCALE: N.T.S.

DATE: DECEMBER, 2009

W.O. NO.: A8-0373

SHEET 1 OF 1 SHEET