

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

SUBMITTAL DATE:
October 20, 2009

SUBJECT: RDA Resolution No. 2009-037, Authorization to Purchase Real Property in the Unincorporated Community of Mead Valley, CA APN 318-120-045 – 1st District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2009-037, Authorization to Purchase Real Property in the Unincorporated Community of Mead Valley, Assessor's Parcel Number 318-120-045 between the Redevelopment Agency and Doris M. Jones and Kathleen E. Robles-Jones, Co-Trustees of the 2006 Doris M. Jones Revocable Trust;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement pertaining to the purchase of Assessor's Parcel Number 318-120-045;
3. Allocate the sum of \$325,000 for the purchase of real property and miscellaneous costs; and
4. Authorize the Executive Director of the Redevelopment Agency or designee to take all necessary steps to implement the Acquisition Agreement including signing subsequent and necessary related documents to complete this transaction.

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 325,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No	
SOURCE OF FUNDS: Mead Valley Sub-Area of the I-215 Corridor Project Area- Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

Reviewed by
CHRISTOPHER HANS
Departmental Counsel
Date: 10/20/09
MICHELLE CLACK

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ **District:** 1 **Agenda Number:** _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: On July 16, 2002 the Board of Supervisors approved and adopted the merger of certain redevelopment areas to establish the I-215 Corridor Redevelopment Project Area which includes territory in the community of Mead Valley. To assist in implementing the redevelopment plan in the Mead Valley area in such a manner as to provide enhanced community services, the Agency has identified Assessor Parcel Number 318-120-045 to purchase for a future capital improvement project such as a library, subject to CEQA review.

Agency staff have successfully negotiated a settlement amount of \$325,000 for the Property which consists of 3.24 acres owned by Doris M. Jones and Kathleen E. Jones-Robles, Co-Trustees of the 2006 Doris M. Jones Trust. This value is consistent with current property values of comparable properties based on an independent fee appraisal report.

The Notice of Intent to purchase Real Property was published on 9/19, 9/26, 10/3 and 10/10.

Staff recommends adoption of Resolution No. 2009-037 and approval of the acquisition as presented.

RF:TE:JP:yk

S:\Shared\RealProperty\RealProperty\District Projects\Dist 4\Thermal Youth Center and Library\Project\Authorization to Purchase F11 09-15-09.doc

Y:\Real Property EDA\Real Property\District Projects\Dist 1\Mead Valley Library\Project\Authorization to Purchase Form 11 09-16-09.doc

1 **BOARD OF DIRECTORS**

REDEVELOPMENT AGENCY

2 **RDA RESOLUTION NO. 2009-037**
3 **AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE**
4 **MEAD VALLEY AREA**
5 **APN 318-120-045**
6 **(1ST Supervisorial District)**

7 **WHEREAS**, the Redevelopment Agency for the County of Riverside, ("Agency")
8 is a redevelopment agency duly created, established and authorized to transact
9 business and exercise its powers, all under and pursuant to the provisions of the
10 Community Redevelopment Law which is Part 1 of Division 24 of the California Health
11 and Safety Code (commencing with Section 33000 et seq.); and

12 **WHEREAS**, On July 16, 2002, the Riverside County Board of Supervisors
13 adopted Ordinance No. 821 amending and merging several project sub-areas and
14 approving the redevelopment plan for the Interstate 215 Project Area, ("Project Area");
15 and


16 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, Agency
17 began receiving tax increment from the Project Area in January 1988, and continues to
18 receive annual tax increment revenue; and

19 **WHEREAS**, pursuant to the provisions of the Community Redevelopment Law,
20 Section 33391 of the Health and Safety Code, the Agency may acquire, within a survey
21 area or for the purpose of redevelopment, any interest in real property; and

22 **WHEREAS**, based on an independent fee appraisal report, the Agency
23 negotiated a purchase price of \$325,000 for the real property identified as Assessor's
24 Parcel Number 318-120-045, ("Property"), more particularly described in Exhibit "A",
25 attached hereto and incorporated herein by reference; and

26 **WHEREAS**, the Property is located in the Mead Valley Sub-Area of the Interstate
27 215 Corridor Redevelopment Project Area, ("Project-Area"); and

28 **WHEREAS**, the Agency is purchasing the Property for redevelopment purposes,
that will assist in implementing the Redevelopment Plan ("Plan") for the Project Area
and to effectuate the comprehensive planning, redesign, replanning, reconstruction

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 10/8/09
MICHELLE CLACK

1 and/or rehabilitation of the Mead Valley Area in such a manner as to facilitate a higher
2 and better utilization of the land within the Project Area for uses in accordance with the
3 Comprehensive General Plan.

4 **WHEREAS**, prior to using the Property for the purposes described in the Plan,
5 Agency understands and agrees to fully comply with the California Environmental
6 Quality Act.

7 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of
8 Directors of the Redevelopment Agency for the County of Riverside, State of California,
9 in regular session assembled on October 20, 2009, as follows:

10 1. That the Board of Directors hereby finds and declares that the above
11 recitals are true and correct.

12 2. That the Redevelopment Agency for the County of Riverside is authorized
13 to purchase Property identified as Assessor's Parcel Number 318-120-045

14 3. That the purchase price for the Property is \$325,000

15 4. That the Chairman of the Board of Directors is hereby authorized to
16 execute any and all documents necessary to purchase the Property.

17 5. That the Executive Director of the Redevelopment Agency or designee is
18 hereby authorized to execute subsequent and relevant documents necessary to
19 complete this purchase.

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EXHIBIT "A"

THOSE PORTIONS OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN AS LOTS 57 AND 58 OF A MAP OF GLEN VALLEY FARMS TRACT NO. 3 FILED IN BOOK 15 PAGE 38 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THAT PORTION OF SAID LOT 58 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 0 DEGREES 01' 03" EAST, 1325.88 FEET; THENCE NORTH 89 DEGREES 15' 10" EAST, 497.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 01' 58" WEST, 331.46 FEET. ALSO EXCEPT THE WEST 30.00 FEET OF SAID LOT 57 AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 15, 1953, AS INSTRUMENT NO. 44870 OF OFFICIAL RECORDS.

Project: proposed Mead Valley Library
APN: 318-120-045
Address: Vacant Lot

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT, herein called "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency," and DORIS M. JONES & KATHLEEN E. JONES – ROBLES, CO-TRUSTEES OF THE 2006 DORIS M. JONES REVOCABLE TRUST INITIALLY CREATED THE 7TH DAY OF JUNE 2006 herein called "Grantor."

Grantor has executed and will deliver to Yolanda King, Real Property Agent I for Agency or to the designated escrow company; a Grant Deed dated Sept. 14, 2009, identifying APN 318-120-045, herein called "Property" in consideration of which it is mutually agreed as follows:

1. Agency shall:

A. Pay to the order of Grantor the sum of \$325,000 for the Property, or interest therein, conveyed by said deed, when title to said property or interest vests in Agency 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 Agency 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. Agency 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 Agency, whichever first occurs.

C. Pay all typical escrow, recording, reconveyance, and any other fees incurred in this transaction, and if title insurance is desired by Agency, the premium charged therefore.

D. Execute a U.S. Internal Revenue Tax Form 8283 without justification of the

1 donation amount.

2 2. Grantor shall:

3 A. Indemnify, defend, protect, and hold Agency, its officers, employees, agents,
4 successors, and assigns free and harmless from and against any and all claims, liabilities,
5 penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,
6 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the
7 presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or
8 hazardous substances as a result of Grantor's use, storage, or generation of such materials or
9 substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such
10 materials or substances. For the purpose of this Agreement, such materials or substances shall
11 include without limitation hazardous substances, hazardous materials, or toxic substances as
12 defined in the Comprehensive Environmental Response, Compensation, and Liability Act of
13 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
14 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.
15 Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of
16 the California Health and Safety Code or hazardous substances in Section 25316 of the
17 California Health and Safety Code; and in the regulations adopted in publications promulgated
18 pursuant to said laws.

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

25 3. The close of escrow is subject to an acceptable Phase 1 Environmental Site
26 Assessment Report. Said report shall be sole responsibility of Agency at Agency's expense.

27 4. It is mutually understood and agreed by and between the parties hereto that the
28 right of possession and use of the subject Property by Agency, including the right to remove and

1 dispose of improvements, shall commence upon the close of escrow or execution of this
2 Agreement by all parties whichever is earliest. The amount shown in Paragraph 1A includes,
3 but is not limited to, full payment for such possession and use.

4 5. The Parties hereto recognize and understand that the consideration hereunder
5 originates from local State and/or Federal sources, and therefore Agency shall have the right to
6 terminate this transaction (a) if such funding is reduced or otherwise becomes unavailable, based
7 on Agency's annual fiscal budget, or (b) if any law, rule or regulation precludes, prohibits or
8 materially adversely impairs Agency's ability to use the Premises for the use permitted herein, or
9 (c), if Agency in its sole discretion determines that the Premises are no longer suitable for its use
10 for any reason or cause. Agency shall provide Grantor with written notification of its election to
11 terminate this transaction at least 30 days prior to the date of close of escrow. Agency's notice
12 shall state reason for its termination.

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

17 7. The performance by Agency of its obligations under this Agreement shall relieve
18 Agency of any and all further obligations or claims on account of the acquisition of the property
19 referred to herein or on account of the location, grade, or construction of the proposed public
20 improvement.

21 8. This Agreement shall not be changed, modified, or amended except upon the
22 written consent of the parties hereto.

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

28 10. Grantor their assigns and successors in interest, shall be bound by all the terms

1 and conditions contained in this Agreement, and all the parties thereto shall be jointly and
2 severally liable thereunder.

3 11. This Agreement shall have no force or affect whatsoever unless and until it is
4 signed by all three of the undersigned parties.

5 12. This Agreement is governed by the laws of the State of California.

The 2006 Doris M. Jones Revocable Trust
Initially created the 7th day of June, 2006

8 Dated: Sept 30, 2009

8 By: Doris M. Jones Co Trustee
Doris M. Jones, Co-Trustee

9 Dated: Sept. 30, 2009

9 By: Kathleen E. Jones-Robles, co-trustee
Kathleen E. Jones-Robles, Co-Trustee

12 RECOMMENDED FOR APPROVAL:

13 By: Yolanda King
14 Yolanda King
15 Real Property Agent I
Real Property Division

17 APPROVED AS TO FORM:

18 Pamela J. Walls
19 ~~County~~ Counsel
Agency

20 By: Michelle Clock 10/8/09
Deputy Michelle Clock

22 ATTEST:

23 Kecia Harper-Ihem
Clerk to the Board

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

24 Dated: _____

25 By: _____
26 Deputy

25 By: _____
26 Jeff Stone, Chairman
27 Board of Supervisors