

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

857



FROM: Redevelopment Agency

SUBMITTAL DATE:
May 6, 2010

SUBJECT: RDA Resolution No. 2010-016, Authorization to Purchase Real Property in the Mead Valley area, known as Assessor's Parcel Number 318-210-050-First Supervisorial District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-016, Authorization to Purchase Real Property in the Mead Valley area known as Assessor's Parcel Number 318-210-050 between the Redevelopment Agency and Community Association of Perris;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement pertaining to the purchase of Assessor's Parcel Number 318-210-050;
3. Allocate the sum of \$569,343 for the purchase of real property plus escrow fees; 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:	\$ 569,343	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: I-215 Corridor, Mead Valley Sub 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

County Executive Office Signature BY *Jennifer L. Sargent*
Jennifer L. Sargent

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.4

Reviewed by: *Cheryl*
 Departmental Concurrence: Christopher Hans
 DATE: 5/12/10
 BY: MICHELLE CLACK
 FORM APPROVED COUNTY COUNSEL

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

EX-100-111

MAY 18 11 53 AM '53

COUNTY OF WASHINGTON

2010 MAY 18 AM 10:53

THE EVERETT HERALD



4.4

Redevelopment Agency

RDA Resolution No. 2010-016 Authorization to Purchase Real Property in the Mead Valley Area

May 6, 2010

Page 2

BACKGROUND:

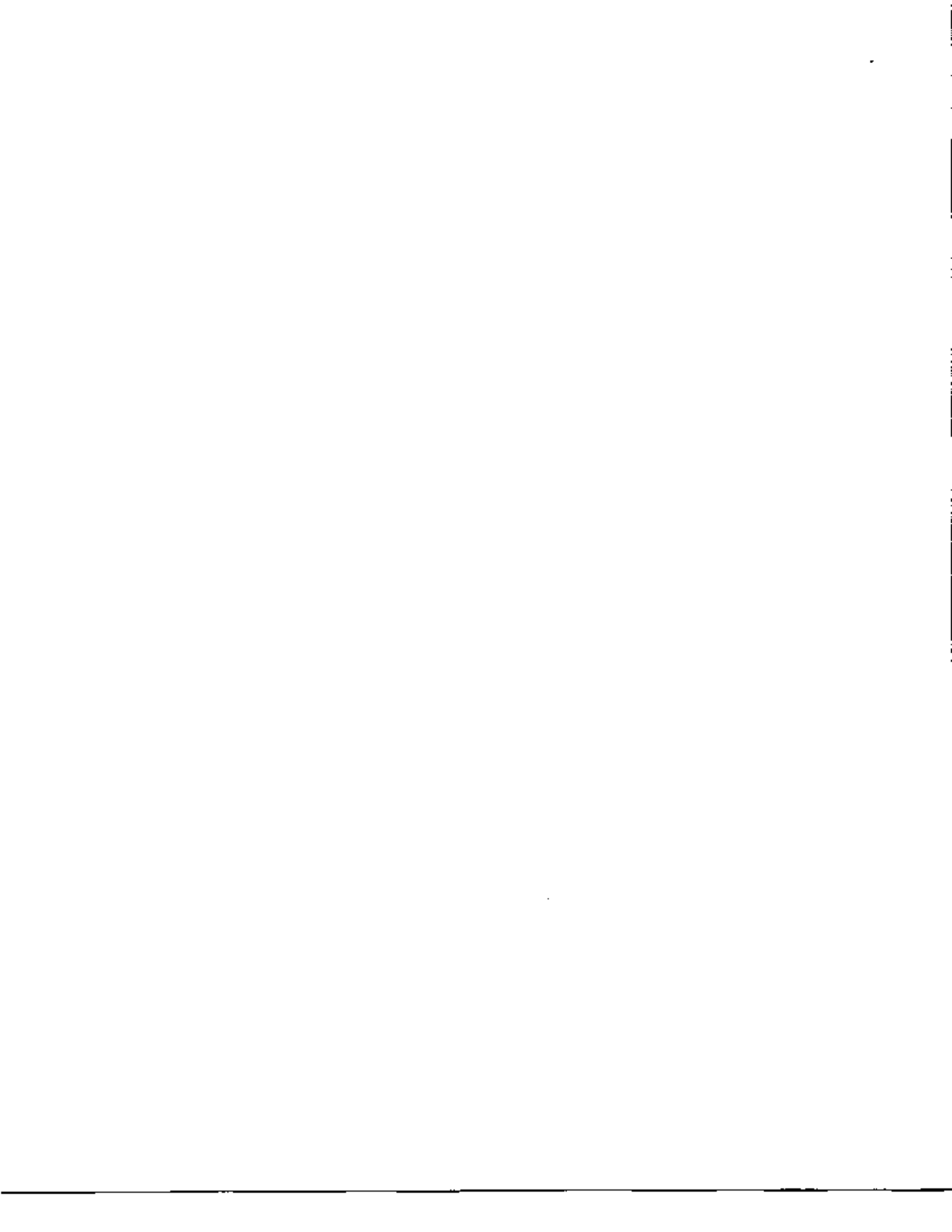
The Redevelopment Agency wishes to purchase the real property on which the Mead Valley Community Center currently exists, known as Assessor's Parcel Number 318-210-050, for the purpose of continuing as the Mead Valley Community Center.

The Agency staff has successfully negotiated a settlement of the acquisition of the Property which consists of 5.42 acres or 236,095 square feet owned by Community Association of Perris, Inc., at a purchase price of \$569,343 plus escrow fees. The value of the property is based on an independent fee appraisal report.

Notice of publication to satisfy the California Health and Safety Code Section 33397 and Government Code Section 6063 has been published on March 6, March 13, March 20 and March 27. See attached proof of publication.

Agency staff recommends approval of Resolution No. 2010-016 and allocation of \$569,343 from the I-215 Corridor, Mead Valley Sub Area, Redevelopment Capital Improvement Funds.

Guided by Government Code Section 7267: "In order to encourage and expedite the acquisition and relieve congestion in the courts, to assume consistent treatment for owners in the public programs, and to promote public land acquisition practices, public entities shall, to the greatest extent practicable be guided by the provision of Section 7267.1: 'The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation.'"



**THE
PRESS-
ENTERPRISE**

**CLASSIFIED
ADVERTISING**

Printed by: Tinajero, Maria
at 2:48 pm
on Thursday, Mar 04, 2010

PROOF

Ad #: 10185569

3450 Fourteenth St.
Riverside, CA 92501-3878
1-800-880-0345
951-684-1200
951-368-9018 Fax

Account Information

Phone #: (951) 955-8069
Name: EDA/WDC COUNTY OF
RIVERSIDE
Address: 1325 SPRUCE ST STE 400

RIVERSIDE CA 92507-0506

Acct #: 300444
Client:
Placed by: Yolanda King
Fax #: (951)

Ad Information

Classification: Legals
Publications: Press-Enterprise

Ad Copy:

**NOTICE OF PUBLIC HEARING FOR THE
PURCHASE OF REAL PROPERTY BY THE
REDEVELOPMENT AGENCY IN THE
MEAD VALLEY AREA
ASSESSOR'S PARCEL NUMBER 318-210-050
(First Supervisorial District)**

Notice is hereby given pursuant to California Health and Safety Code Section 33679, Section 33397 and Government Code 6063 that the Board of Directors of the Redevelopment Agency for the County of Riverside shall consent to the purchase of real property by the Redevelopment Agency for the County of Riverside ("Agency"), identified as a portion of Assessor's Parcel Number 318-210-050, the ("Subject Property"), for redevelopment purposes to construct a Community Center ("Proposed Project"). The Subject Property is located in the Mead Valley area of Riverside County, State of California.

The proposed acquisition of the Subject Property particularly described as a 5.42 acre of APN 318-210-050 will be purchased at a total price of \$569,343 from Community Association of Perris a California Corporation. The Agency's Board of Directors will consider the approval of this proposed purchase on April 6, 2010 or as soon thereafter as the Board agenda permits, of the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California.

This notice of Publication satisfies the California Health and Safety Code Section 33397 and Government Code Section 6063.

At anytime, not later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th St, Riverside, CA 92501 or by calling Yolanda King, Real Property Agent at (951) 955-9656 3/4, 13, 16, 27

Start date: 03-06-10
Stop date: 03-27-10
Insertions: 4

Rate code: LE-County
Ad type: Ad Liner
Taken by: Tinajero, Maria

Size: 2x48.640
Bill size: 98.00x 5 14 agate lines

Amount due: **\$480.20**



2 RESOLUTION NO. 2010-016
3 AUTHORIZATION TO PURCHASE REAL PROPERTY
4 IN THE MEAD VALLEY AREA
5 IN THE COUNTY OF RIVERSIDE

6 (First District)

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

12 WHEREAS, the Riverside County Board of Supervisors adopted redevelopment
13 plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert
14 Communities and the I-215 Corridor, as amended, (the "Project Areas"); and

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

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

21 WHEREAS, the Agency has, based on an independent appraisal report,
22 negotiated a purchase price of \$569,343.00 plus escrow fees for Assessor's Parcel
23 Number 318-210-050 ("the Property"), more particularly described in Exhibit "A"
24 attached hereto and incorporated herein by reference; and

25 WHEREAS, the Property is owned by The Community Association for Perris
26 California a Non-profit Corporation, who wishes to sell the Property to Agency; and

27 WHEREAS, the Property is located in the Mead Valley Sub Area which is in the
28 I-215 Corridor Redevelopment Project Area; and

WHEREAS, the Agency is purchasing Property for redevelopment purposes,
that will assist in implementing the Redevelopment Plan ("Plan") for the Project Area

FORM APPROVED COUNTY COUNSEL

DATE

MICHELLE CLACK



1 and assist the Agency in meeting its goal of enhancing communities within the County
2 of Riverside; and

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

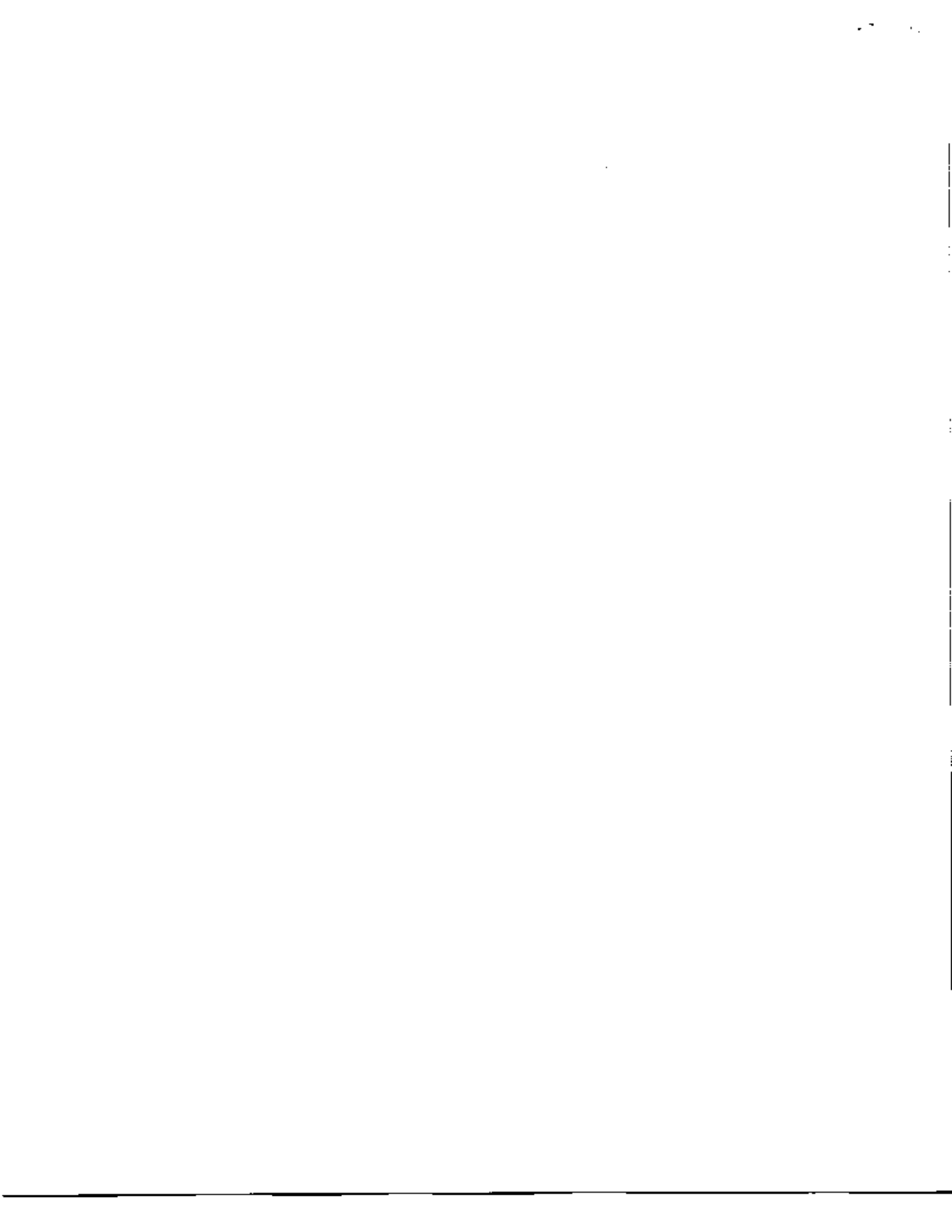
6 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of
7 Directors of the Redevelopment Agency for the County of Riverside, State of California,
8 in regular session assembled on May 18, 2010, as follows:

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

11 2. That the Redevelopment Agency for the County of Riverside is authorized
12 to purchase real property known as Assessor's Parcel Number 318-210-050 consisting
13 of 5.42 acres located in the Mead Valley area for the amount of \$569,343.00.

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

16 4. That the Executive Director of the Redevelopment Agency or designee is
17 hereby authorized to take necessary steps to complete this transaction including
18 executing subsequent relevant and necessary documents.



Project: Mead Valley Community Center
APN: 318-210-050
Address: 21091 Rider St. Perris, CA

ACQUISITION AGREEMENT

This AGREEMENT, herein called "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR COUNTY OF RIVERSIDE, herein called "Agency," and "THE COMMUNITY ASSOCIATION OF PERRIS CALIFORNIA INC., A California Corporation" herein called "Grantor."

Grantor has executed and will deliver to Yolanda King, Real Property Agent for the Agency or to the designated escrow company, a Grant Deed dated April 16, 2010, identifying Assessor's Parcel Number 318-210-050, herein called the "Property," and more particularly described in Exhibit "A" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of Five Hundred Sixty Nine Thousand Three Hundred Forty Three Dollars (\$569,343.00) 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 Fifty percent (50%) of escrow fees with Emerald Escrow to be the accommodator of the 1031 tax deferred exchange, and if title insurance is desired by Agency,

2010 MAY 17 PM 2:43

FEDERAL BUREAU OF INVESTIGATION



1 the premium charged therefore.

2 D. Acknowledges the Property and improvements thereon are being purchased
3 in an "As Is" condition.

4 E. Cooperate with the Grantor in completing a 1031 tax deferred exchange at
5 no cost to the buyer.

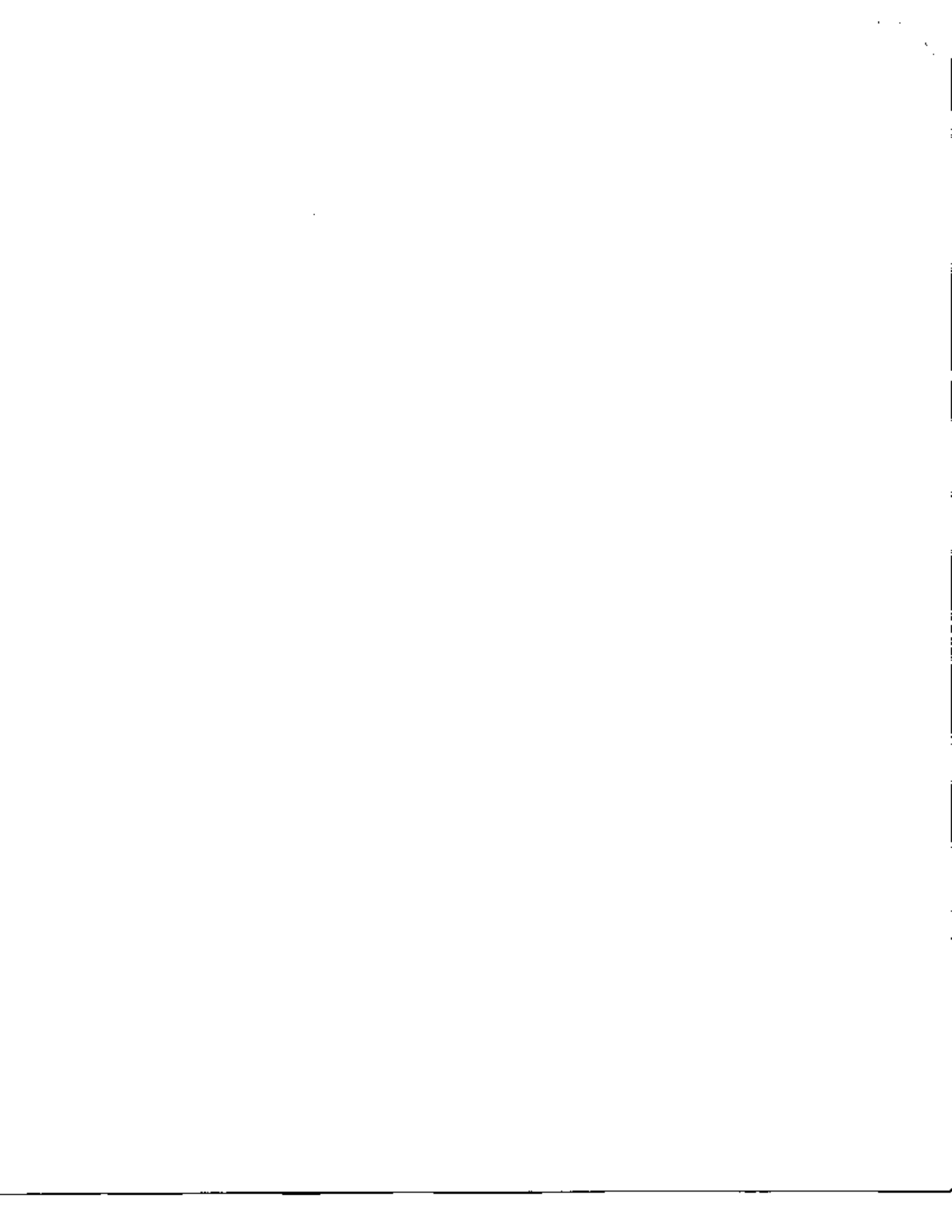
6 F. Shall have 90 days from execution of Agreement to conduct buyer's due
7 diligence.

8 G. Acquire Property and improvements thereon to be used for public purposes
9 that benefit the community.

10 H. Allow the Mead Valley Community Development, Inc. to continue using the
11 facility on Fridays from 1 p.m. to 4 p.m. for one year after the close of escrow.

12 2. Grantor shall:

13 A. Indemnify, defend, protect, and hold Agency, its officers, employees, agents,
14 successors, and assigns free and harmless from and against any and all claims, liabilities,
15 penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,
16 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the
17 presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or
18 hazardous substances as a result of Grantor's use, storage, or generation of such materials or
19 substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such
20 materials or substances. For the purpose of this Agreement, such materials or substances shall
21 include without limitation hazardous substances, hazardous materials, or toxic substances as
22 defined in the Comprehensive Environmental Response, Compensation, and Liability Act of
23 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
24 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.
25 Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of
26 the California Health and Safety Code or hazardous substances in Section 25316 of the
27 California Health and Safety Code; and in the regulations adopted in publications promulgated
28 pursuant to said laws.



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

7 C. Be allowed to remove all personal property of Mead Valley Community
8 Development Inc. which is a non-profit corporation that has no affiliation with The Community
9 Association of Perris California upon close of escrow which will remain the property of Mead
10 Valley Community Development Inc.

11 D. Acknowledges Property and improvements thereon will be used for public
12 purposes that benefit the community.

13 3. Any and all moneys payable under this contract, up to and including the total
14 amount of unpaid principal and interest on the note secured by Deed of Trust recorded or
15 unrecorded, shall, upon demand, be made payable to the beneficiary entitled thereunder; said
16 beneficiary to provide a reconveyance as to APN 318-210-050, and to furnish Grantor with good
17 and sufficient receipt showing said moneys credited against the indebtedness secured by said
18 Deed of Trust.

19 Grantor hereby authorizes and directs the disbursement of funds which are
20 demanded under the terms of said Deed of Trust.

21 4. The close of escrow is subject to an acceptable Phase 1 Environmental Site
22 Assessment Report. Said report shall be the sole responsibility of Agency.

23 5. It is mutually understood and agreed by and between the parties hereto that the
24 right of possession and use of the subject Property by Agency, including the right to remove and
25 dispose of improvements, shall commence at the close of escrow. The amount shown in
26 Paragraph 1A includes, but is not limited to, full payment for such possession and use.

27 6. Grantor recognizes and understands that the consideration hereunder may
28 originate from local, state, and/or federal sources; and therefore, Agency shall have the right



1 to terminate this transaction if:

2 A. Such funding is reduced or otherwise becomes unavailable, based on
3 Agency annual fiscal budget.

4 B. If any law, rule or regulation precludes, prohibits or materially adversely
5 impairs Agency's ability to use the Premises for the use permitted herein.

6 C. If Agency in its sole discretion determines that the Property is no longer
7 suitable for its use for any reason or cause. Agency shall provide Grantor with written notification
8 of its election to terminate this transaction at least 30 days prior to the date of close of escrow.
9 Agency's notice shall state reason for its termination.

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

14 8. The performance by Agency of its obligations under this Agreement shall relieve
15 Agency of any and all further obligations or claims on account of the acquisition of the Property
16 referred to herein or on account of the location, grade, or construction of the proposed public
17 improvement.

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

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

25 11. The acquisition of the Property shall be contingent upon the approval by the Agency
26 Board of Directors of the Authorization to Purchase and the approval of the Agreement. This
27 contingency will be removed from escrow upon the receipt of the Agreement signed by the
28 Agency Board of Directors.



1 12. Grantor, his assigns and successors in interest, shall be bound by all the terms and
2 conditions contained in this Agreement, and all the parties thereto shall be jointly and severally
3 liable thereunder.

4 13. This Agreement may be signed by the different parties hereto in counterparts, each
5 of which shall be an original but all of which together shall constitute one and the same
6 agreement.

7
8 The Community Association of Perris California Inc.

9 Dated: 5/15/10

By: [Signature] President 5/15/10
Yolonda Williams, President

10
11 Dated: 5/15/10

By: [Signature] Secretary 5-15-10
Pearlie Mae Wriggins, Secretary

12
13 RECOMMENDED FOR APPROVAL:

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

14
15 By: [Signature]
Yolanda King
16 Real Property Agent I
17 Real Property Division

By: _____
Marion Ashley, Chairman
Board of Directors

18 APPROVED AS TO FORM:

Pamela J. Walls
19 Agency Counsel

20 By: [Signature] 5/12/10
21 Deputy Michelle Clack

22 ATTEST:

23 Kecia Harper-Ihem
24 Clerk to the Board

25 Dated: _____

26
27
28 By: _____

