

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

137



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 3, 2010

SUBJECT: RDA Resolution No. 2010-031, Authorization to Purchase Real Property in the Mecca area, known as Assessor's Parcel Numbers 727-184-019 and 727-184-020-Fourth Supervisorial District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-031, Authorization to Purchase Real Property in the Mecca area known as Assessor's Parcel Numbers 727-184-019 and 727-184-020 between the Redevelopment Agency and Anselmo Contreras Mota and Beatriz Orozco;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement pertaining to the purchase of Assessor's Parcel Numbers 727-184-019 and 727-184-020;
3. Allocate the sum of \$100,000 for the purchase of real property plus \$10,000 for escrow fees; and

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 110,000	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: Desert Communities Project Area, Mecca 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

BY: *Jennifer L. Sargent*

Jennifer L. Sargent

County Executive Office Signature

Consent Policy
 Consent Policy

Prev. Agn. Ref.: **District:** 4 **Agenda Number:**

4.4

Reviewed by: *Christopher Hans*
 Christopher Hans
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 MICHELLE CLACK
 DATE: 6/3/10

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

RECOMMENDED MOTION: (Continued)

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:

The Redevelopment Agency wishes to purchase the real property known as Assessor's Parcel Numbers 727-184-019 and 727-184-020, for a proposed Senior Center.

The Agency staff has successfully negotiated a settlement of the acquisition of the Property which consists of 5,127 square feet owned by Anselmo Contreras Mota and Beatriz Orozco, at a purchase price of \$100,000 plus \$10,000 for escrow fees. This land only value is based on an independent fee appraisal report and documentation of the incurred development costs.

Notice of publication to satisfy the California Health and Safety Code Section 33397 and Government Code Section 6063 has been published on May 27, June 3, and June 10.

Agency staff recommends approval of Resolution No. 2010-031 and allocation of \$110,000 from the Desert Communities Project Area, Mecca 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.'"

EXHIBIT "A"

LEGAL DESCRIPTION (APNs 727-184-019 & 727-184-020)

LOT 26 AND THE SOUTHERLY 100 FEET OF LOT 27 IN BLOCK 10, AS SHOWN BY AMENDED MAP OF MECCA TOWNSITE ON FILE IN BOOK 9 PAGES 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

**RESOLUTION NO. 2010-031
AUTHORIZATION TO PURCHASE REAL PROPERTY
IN THE MECCA AREA IN THE COUNTY OF RIVERSIDE
(Fourth District)**

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

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

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

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

WHEREAS, the Agency has, based on an independent appraisal report and documented incurred development costs, negotiated a purchase price of One Hundred Thousand Dollars (\$100,000) plus escrow fees for Assessor's Parcel Numbers 727-184-019 and 727-184-020 ("the Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property is owned by Anselmo Contreras Mota & Beatriz Orozco, who wishes to sell the Property to Agency; and

FORM APPROVED COUNTY COUNSEL
BY:  09/23/10
MICHELLE CLACK

1 **WHEREAS**, the Property is located in the Mecca Sub Area which is in the Desert
2 Communities Redevelopment Project Area; and

3 **WHEREAS**, the Agency is purchasing Property for redevelopment purposes, that will
4 assist in implementing the Redevelopment Plan ("Plan") for the Desert Communities
5 Redevelopment Project Area and assist the Agency in meeting its goal of enhancing
6 communities within the County of Riverside; and

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

9 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of Directors
10 of the Redevelopment Agency for the County of Riverside, State of California, in regular session
11 assembled on June 15, 2010, as follows:

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

14 2. That the Redevelopment Agency for the County of Riverside is authorized to
15 purchase real property known as Assessor's Parcel Numbers 727-184-019 and 727-184-020
16 consisting of five thousand one hundred twenty seven (5,127) square feet located in the Mecca
17 area for the amount of One Hundred Thousand Dollars (\$100,000).

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

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

23 HC:jw
24 05/17/10
13.348

25

EXHIBIT "A"

LEGAL DESCRIPTION (APNs 727-184-019 & 727-184-020)

LOT 26 AND THE SOUTHERLY 100 FEET OF LOT 27 IN BLOCK 10, AS SHOWN BY AMENDED MAP OF MECCA TOWNSITE ON FILE IN BOOK 9 PAGES 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

1 Project: Mecca Senior & Community Center
2 APN: 727-184-019 & 727-184-020
3 Address: Vacant Lot, Mecca, California

4 ACQUISITION AGREEMENT

5 This ACQUISITION AGREEMENT, herein called "Agreement," is made by and
6 between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein
7 called "Agency," and ANSELMO CONTRERAS MOTA and BEATRIZ OROZCO, husband
8 and wife holding title as joint tenants, herein called "Grantor."

9 Grantor has executed and will deliver to Hector Casillas, Development Specialist I
10 for Agency or to the designated escrow company a Grant Deed dated _____,
11 2010, identifying APNs 727-184-019 and 727-184-020 herein called "Property," in
12 consideration of which it is mutually agreed as follows:

13 1. Agency shall:

14 A. Pay to the order of Grantor the sum of \$100,000, for the Property, or
15 interest therein, conveyed by said deed, when title to said Property or interest vests in
16 Agency free and clear of all liens, encumbrances, easements, leases (recorded or
17 unrecorded), and taxes, except those encumbrances and easements which, in the sole
18 discretion of the Agency are acceptable.

19 B. Handle real property taxes, bonds, and assessments in the following
20 manner:

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

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

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

1 D. Assist Grantor by doing only the following; for up to a period of 12
2 months from the close of escrow, contact County of Riverside's Planning Department to
3 introduce Grantor.

4 2. Grantor shall:

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

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

27 C. Remove all vehicles, tires, trash and debris from grantor's property if
28 any prior to the close of escrow.

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

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

9 5. The Parties hereto recognize and understand that the consideration
10 hereunder originates from local State and/or Federal sources, and therefore Agency shall
11 have the right to terminate this transaction (a) if such funding is reduced or otherwise
12 becomes unavailable, based on Agency's annual fiscal budget, or (b) if any law, rule or
13 regulation precludes, prohibits or materially adversely impairs Agency's ability to use the
14 Premises for the use permitted herein, or (c), if Agency in its sole discretion determines
15 that the Premises are no longer suitable for its use for any reason or cause. Agency shall
16 provide Grantor with written notification of its election to terminate this transaction at least
17 30 days prior to the date of close of escrow. Agency's notice shall state reason for its
18 termination.

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

23 7. The performance by Agency of its obligations under this Agreement shall
24 relieve the Agency of any and all further obligations or claims on account of the acquisition
25 of Property referred to herein or on account of the location, grade, or construction of the
26 proposed public improvement.

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

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


7 10. Grantor, his assigns and successors in interest, shall be bound by all the
8 terms and conditions contained in this Agreement, and all the parties thereto shall be jointly
9 and severally liable thereunder.

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

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

Dated: 05/12/10


Anselmo Contreras Mota

Dated: 05/12/10

Beatriz Orozco
Beatriz Orozco

RECOMMENDED FOR APPROVAL:

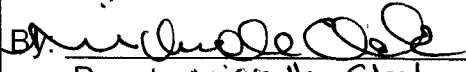
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: 
Hector Casillas
Development Specialist I

By: _____
Marion Ashley, Chairman
Board of Directors

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel
Agency

By:  6/3/10
Deputy Michelle Clark

ATTEST:

Kecia Harper
Clerk to the Board

Dated: _____

By: _____
Deputy

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: Hector Casillas
Fax #: (951)

Ad Copy:

NOTICE OF PUBLIC HEARING FOR THE PURCHASE OF REAL PROPERTY BY THE REDEVELOPMENT AGENCY IN THE MECCA AREA
ASSESSOR'S PARCEL NUMBERS
727-184-019 & 727-184-020
(Fourth 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 Numbers 727-184-019 & 727-184-020, the ("Subject Property"), for redevelopment purposes to construct a Senior Center, ("Proposed Project"). The Subject Property is located in the Mecca area of Riverside County, State of California.

The proposed acquisition of the Subject Property particularly described as a combined 5,127 square foot of APNs 727-184-019 & 727-184-020 will be purchased at a total price of \$100,000 from Anselmo Contreras Mota & Beatriz Orozco. The Agency's Board of Directors will consider the approval of this proposed purchase on June 15, 2010 or as soon thereafter as the Board agenda permits, at 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 Hector Casillas, Development Specialist at (951) 955-8395. 5/27, 6/3, 10

Ad Information

Classification: Legals
Publications: Press-Enterprise

Start date: **05-27-10**
Stop date: **06-10-10**
Insertions: 3

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

Size: 2x49.030
Bill size: 99.00x 5.14 agate lines

Amount due: **\$366.30**