

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

320



**SUBMITTAL DATE:**  
June 17, 2010

**FROM:** Redevelopment Agency

**SUBJECT:** RDA Resolution No. 2010-037, Authorization to Purchase Real Property in the unincorporated community of Rubidoux, known as Assessor's Parcel Number 179-330-002-Second Supervisorial District

**RECOMMENDED MOTION:** That the Board of Directors:

1. Adopt RDA Resolution No. 2010-037, Authorization to Purchase Real Property in the unincorporated community of Rubidoux known as Assessor's Parcel Number 179-330-002 between the Redevelopment Agency and Jesus Cardenas;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement pertaining to the purchase of Assessor's Parcel Number 179-330-002;
3. Allocate the sum of \$270,000 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)

Reviewed by  
*Christopher Hans*  
CIP TEAM  
Christopher Hans

*Robert Field*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 270,000	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:** Jurupa Valley Project Area

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

- Dept't Recomm.:  Consent
- Per Exec. Ofc.:  Consent
- Policy
- Policy

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

4.4

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 DATE 01/10/10  
 Departmental Consultant  
 BY *Samuel Wong*  
 SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY *Michelle Clack*  
 MICHELLE CLACK

Redevelopment Agency

RDA Resolution No. 2010-037 Authorization to Purchase Real Property in the unincorporated community of Rubidoux

June 30, 2010

Page 2

**BACKGROUND:**

The Redevelopment Agency wishes to purchase real property in the unincorporated community of Rubidoux, known as Assessor's Parcel Number 179-330-002, for a proposed affordable housing project.

The Agency staff has successfully negotiated a settlement of the acquisition of the Property which consists of 1 acre or 43,560 square feet owned by Jesus Cardenas at a purchase price of \$270,000 plus escrow fees. The value of the property is based on an independent fee appraisal report.

Agency staff recommends approval of Resolution No. 2010-037 and allocation of \$270,000 plus escrow fees from the Jurupa Valley Project Area Funds.

Notice of publication to satisfy the California Health and Safety Code Section 33397 and Government Code Section 6063 has been published on May 22, May 29, June 5 and June 12. See attached proof of publication.

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.'"

**BOARD OF DIRECTORS**

**REDEVELOPMENT AGENCY**

**RESOLUTION NO. 2010-037  
AUTHORIZATION TO PURCHASE REAL PROPERTY  
IN THE UNINCORPORATED COMMUNITY OF RUBIDOUX  
IN THE COUNTY OF RIVERSIDE  
(Second 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, negotiated a purchase price of \$270,000.00 plus escrow fees for Assessor's Parcel Number 179-330-002 ("the Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property is owned by Jesus Cardenas who wishes to sell the Property to Agency; and

**WHEREAS**, the Property is located in the unincorporated community of Rubidoux which is in the Jurupa Valley Redevelopment Project Area; and

**WHEREAS**, the Agency is purchasing Property to develop a proposed affordable housing project and assist the Agency in meeting its goal of enhancing

FORM APPROVED COUNTY COUNSEL  
DATE  
MICHÈLLE CLACK

1 communities within the County of Riverside and implementing the redevelopment plan  
2 (Plan) for the Jurupa Valley Project Area; and

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

5 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of  
6 Directors of the Redevelopment Agency for the County of Riverside, State of California,  
7 in regular session assembled on June 29, 2010, as follows:

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

10 2. That the Redevelopment Agency for the County of Riverside is authorized  
11 to purchase real property known as Assessor's Parcel Number 179-330-002, more  
12 particularly described in Exhibit "A" for the amount of \$270,000.00 plus escrow fees.

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

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

## EXHIBIT "A"

A portion of Lot 2 of the Amended Map of the Indian Hill Tract, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 10 Page 3 of Maps, Records of Riverside County, California, described as follows:

Beginning at the Southwesterly corner of Lot 2 at the point of intersection of the Northerly line of Mission Boulevard with the Easterly line of Crestmore Road, said Mission Boulevard being the road shown on said Map bordering upon and adjacent to the Southerly line of said Map lying between Lot 3 of said Tract and a portion of said Lot 2:

Thence along said Easterly line of Crestmore Road North  $37^{\circ} 42'$  East 604.00 feet to the point of beginning to the property herein described;

Thence continuing along said Easterly line of Crestmore Road, North  $37^{\circ} 42'$  East 75.68 feet:

Thence South  $59^{\circ} 46'$  East 745.71 feet;

Thence South  $3^{\circ} 24' 00''$  West 101.80

Thence North  $58^{\circ} 33'$  West 799.37 feet to the point of beginning.

Except that portion taken by Final Order of Condemnation by the Riverside County Flood Control and Water Conservation District a Certified Copy of which was recorded March 28, 1958 in Book 2245 Page 243 of Official Records of Riverside County, California

Assessor's Parcel Number 179-330-002-7

1 Project: Crestmore Road  
2 APN: 179-330-002  
3 Address: 3640 Crestmore Rd. Riverside, Ca 92509

### 4 ACQUISITION AGREEMENT

5 This ACQUISITION AGREEMENT, herein called "Agreement," is made by and between  
6 the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency,"  
7 and Jesus Cardenas herein called "Grantor."

8 Grantor has executed and will deliver to Yolanda King Real Property Agent for the  
9 Agency or to the designated escrow company, a Grant Deed dated May 11, 2010,  
10 2010, identifying Assessor's Parcel Number 179-330-002, herein called the "Property," and  
11 more particularly described in Exhibit "A" attached hereto and made a part hereof, 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 Two Hundred Seventy Thousand  
15 Dollars (\$270,000) for the Property, or interest therein, conveyed by said deed, when title to said  
16 property or interest vests in Agency free and clear of all liens, encumbrances, easements, leases  
17 (recorded or unrecorded), and taxes, except those encumbrances and easements which, in the  
18 sole discretion of 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 pursuant  
22 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 Paragraph 1A  
24 herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or  
25 assessments that are due on the date title is transferred to, or possession is taken by Agency,  
26 whichever first occurs.

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

1           2.     Grantor shall:

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

18           B.     Be obligated hereunder to include all costs of any required or  
19 necessitated clean-up, detoxification, or decontamination of the parcel, and the preparation and  
20 implementation of any closure, remedial action, or other required plans in connection therewith  
21 that are required as, a direct result of Grantor's use, storage or generation of hazardous materials  
22 or toxic substances at the Property, and such obligation shall continue until the parcel has been  
23 rendered in compliance with applicable federal, state, and local laws, statutes, ordinances,  
24 regulations, and rules.

25           3.     Any and all moneys payable under this contract, up to and including the total  
26 amount of unpaid principal and interest on the note secured by Deed of Trust recorded August 2,  
27 2006, as Instrument No 0566184 Official Records of Riverside County, shall, upon demand, be  
28 made payable to the beneficiary entitled thereunder; said beneficiary to provide a reconveyance

1 as to APN 179-330-002, and to furnish Grantor with good and sufficient receipt showing said  
2 moneys credited against the indebtedness secured by said Deed of Trust.

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

5 4. The obligation to close of escrow is subject to the written acknowledgement and  
6 acceptance by both Agency and Grantor of the results of a Phase 1 Environmental Site  
7 Assessment Report. The costs associated with said report shall be the sole responsibility of  
8 Agency.

9 5. It is mutually understood and agreed by and between the parties hereto that the  
10 right of possession and use of the subject Property by Agency, including the right to remove and  
11 dispose of improvements, shall commence upon the close of escrow and transfer of record title  
12 from Grantor to Agency.

13 6. Grantor recognizes and understands that the consideration hereunder may  
14 originate from local, state, and/or federal sources; and therefore, Agency shall have the right to  
15 terminate this Agreement if:

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

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

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

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

28 8. The performance by Agency of its obligations under this Agreement shall relieve



1 Agency of any and all further obligations or claims on account of the acquisition of the property  
2 referred to herein or on account of the location, grade, or construction of the proposed public  
3 improvement.

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

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

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

14 12. This Agreement shall have no force or affect whatsoever unless and until it is  
15 signed by all two of the undersigned parties.

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1           14.     The acquisition of the Property shall be contingent upon the approval by the  
2 Agency Board of Directors of the Authorization to Purchase and the approval of the Agreement.  
3 This contingency will be removed from escrow upon the receipt of the Agreement signed by the  
4 County Board of Directors.

5  
6 Dated: 5/11/10

Jesus Cardenas  
Jesus Cardenas

8 RECOMMENDED FOR APPROVAL:

REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE

9 By: [Signature]  
10 Yolanda King  
11 Real Property Agent I  
Real Property Division

Marion Ashley, Chairman  
Board of Directors

13 APPROVED AS TO FORM:

14 Pamela J. Walls  
15 Agency Counsel

16 By: [Signature] 5/10/10  
Deputy **Michelle Clack**

18 ATTEST:

19 Kecia Harper-Ihem  
20 Clerk to the Board

21 Dated: \_\_\_\_\_

22 By: \_\_\_\_\_

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Assessor's Parcel Number 179-330-002-7

**THE  
PRESS-  
ENTERPRISE**

CLASSIFIED  
ADVERTISING

**PROOF**

Printed by: Tinajero, Maria  
at: 2:41 pm  
on: Friday, May 21, 2010

Ad #: 10275075

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: EDAWDC 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

Start date: 05-25-10  
Stop date: 06-15-10  
Insertions: 4

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

Size: 2x45.140  
Bill size: 91.00x 5.14 agate lines

Amount due: \$445.90

Ad Copy:

**NOTICE OF INTENT TO PURCHASE OF  
REAL PROPERTY BY THE REDEVELOPMENT  
AGENCY IN THE UNINCORPORATED  
COMMUNITY OF RUBIDOUX  
ASSESSOR'S PARCEL NUMBER 179-330-002  
(Second Supervisorial District)**

Notice is hereby given pursuant to California Health and Safety Code Section 35397 and Government Code 6063 that the Redevelopment Agency for the County of Riverside, the "Agency," intends to purchase real property identified as Assessor's Parcel Number 179-330-002 and the Board of Directors of the Redevelopment Agency will consider Resolution Number 2010-037 and Acquisition Agreement on June 29, 2010, at 9:00 a.m., or as soon thereafter as the Board agenda permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

It is proposed that the Board approve the Acquisition Agreement by and between Jesus Cardenas and the Redevelopment Agency for the County of Riverside. The proposed agreement specifies that the real property, known as Assessor's Parcel Number 179-330-002, consisting of 1 acre, located at 3640 Crestmore Rd. in the unincorporated community of Rubidoux of the County of Riverside, will be purchased for a total price of \$270,000 plus escrow fees.

At anytime, no 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 Street Suite 500, Riverside, CA 92501 or by calling Yolanda King, Real Property Agent at (951) 955-9656. 5/25, 6/1, 8, 15