

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

721



FROM: Redevelopment Agency

SUBMITTAL DATE:

August 10, 2010

SUBJECT: RDA Resolution No. 2010-023, Authorization to Purchase Real Property in the Jurupa Valley Project Area – Assessor's Parcel Number 177-231-014 – 2nd Supervisorial District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-023, Authorization to Purchase Real Property in the Jurupa Valley Project Area (project Area) within the unincorporated area of Riverside, County of Riverside;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement for the purchase of Assessor's Parcel Number 177-231-014 from Mary E. Calloway by the Redevelopment Agency;
3. Authorize the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and

(Continued)

Lisa Brandl for

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 47,100	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Jurupa Valley 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

Prev. Agn. Ref.:

District: 2

Agenda Number:

4.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 7/26/10
 SAMUEL WONG
 Departmental Concurrence
 DATE: 7/13/10
 MICHELLE CLACK
 FORM APPROVED COUNTY COUNSEL
 BY: *Michelle Clack*
 Policy Consent
 Policy Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

Reviewed by
 CIP
 DEAN DENNETT

RECOMMENDED MOTION: (Continued)

4. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement the Acquisition Agreement including signing subsequent, necessary related documents to complete this transaction.

BACKGROUND:

Agency staff has successfully negotiated a settlement for the acquisition of property identified as Assessor's Parcel Number 177-231-014 with Mary E. Calloway for a purchase price of \$46,000 plus escrow fees and miscellaneous costs associated with the Acquisition.

The negotiated price is consistent with current property values in the Rubidoux area based on an independent fee appraisal report.

The subject parcel consists of a 0.48 acre of land located 5990 Canal Street, Rubidoux. The parcel is needed for the potential construction of low-moderate income infill housing. The project will contribute to eliminating blighting conditions in the Project Area.

The Notice of Intent to Purchase Real Property was published pursuant to Section 25350 of the California Government Code and Section 33397 of the Health and Safety Code.

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.'"

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 Assessor's Parcel Number 177-231-014:

Acquisition:	\$ 46,000
Estimated Title and Escrow Charges:	\$ 1,100
Total Estimated Acquisition Costs:	\$ 47,100

The costs associated with this property acquisition are fully funded through the Jurupa Valley Redevelopment Capital Improvement Fund budgeted for FY 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

**RDA RESOLUTION NO. 2010-023
AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE JURUPA VALLEY
PROJECT AREA
APN 177-231-014
(Second Supervisorial District)**

WHEREAS, the Redevelopment Agency for the County of Riverside, ("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 1-1986, Jurupa Valley, Mid-County, Desert Communities, and I-215 Corridor, as amended, hereinafter referred to as "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 fee appraisal report, negotiated a purchase price of \$46,000 for real property identified as Assessor's Parcel Number 177-231-014 ("Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Rubidoux Sub-Area is located within the Jurupa Valley Redevelopment Project Area, ("Sub-Area"); and

WHEREAS, the Property is located within the Sub-Area; and

WHEREAS, the Agency is purchasing the Property for redevelopment purposes

FORM APPROVED COUNTY COUNSEL
BY: *Michelle Clack*
DATE: 7/13/10
MICHELLE CLACK

1 that will assist in implementing the Sub-Area's redevelopment plan ("Plan") and assist in
2 eliminating blighting conditions within the Sub-Area; and

3 **WHEREAS**, prior to using the Property for the purpose described in the Plan, the
4 Agency understands and agrees to fully comply with the California Environmental
5 Quality 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 August 10, 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 the Property identified as Assessor's Parcel Number 177-231-014, more
13 particularly described in Exhibit "A".

14 3. That the purchase price for the real property is \$46,000.

15 4. That the Chairman of the Board of Directors is hereby authorized to
16 execute any and all documents necessary to purchase the real property from Mary E.
17 Calloway.

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

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Exhibit "A"

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 2 IN BLOCK 6 OF WEST RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY 171 FEET ON THE NORTHEASTERLY LINE THEREOF TO AN ANGLE POINT ON SAID NORTHWESTERLY LINE; THENCE SOUTHEASTERLY 9 FEET ON SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY 180 FEET ON SAID NORTHEASTERLY LINE; THENCE SOUTHWESTERLY, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED FEBRUARY 25, 1964 AS INSTRUMENT NO. 23605 IN BOOK 3619, PAGE 434 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE NORTH 68 DEG. 46' WEST, ON SAID NORTHEASTERLY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, THAT BEARS SOUTHWESTERLY FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON SAID PARALLEL LINE TO THE POINT OF BEGINNING.

APN: 177-231-014 and 177-231-014-8

Project: Canal Street Infill Housing
APN: 177-231-014
Address: 5990 Canal Street, Riverside

ACQUISITION AGREEMENT

This agreement is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency", and Mary E. Calloway, herein called "Grantor".

Grantor has executed and will deliver to John F. McDonald, Real Property Agent for the Agency or to the designated escrow company, a Grant Deed dated 4/2/2010, 2010, identifying Assessor's Parcel Number 177-231-014, in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of \$46,000 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 the 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 the Agency, whichever first occurs.

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

1 177-231-014 and to furnish Grantor with good and sufficient receipt showing said moneys
2 credited against the indebtedness secured by said Deed of Trust.

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

5 4. Preliminary Title search did not disclose any open Deed of Trust.

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

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

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

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

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

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

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

28 9. The performance by the Agency of its obligations under this agreement shall

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

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

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

12 12. The acquisition of the Property shall be contingent upon the approval by the
13 Agency Board of Directors of the Authorization to Purchase and the approval of the
14 Agreement. This contingency will be removed from escrow upon the receipt of the
15 Agreement signed by the Agency's Chairman, Board of Directors.

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

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5 Dated: 6/15/2010

By: Mary E. Calloway
Mary E. Calloway

8 APPROVED AS TO FORM:
9 PAMELA J. WALLS
10 ~~County~~ Counsel
Agency

11 By: Michelle Clack
12 Deputy **Michelle Clack** 7/13/10

14 ATTEST:
15 KECIA HARPER-IHEM
16 Clerk of the Board

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

17 Dated: _____

19 By: _____
20 Deputy

By: _____
Chairman
Board of Directors