

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

954



SUBMITTAL DATE:
August 19, 2010

FROM: Redevelopment Agency

SUBJECT: RDA Resolution No. 2010-047, Authorization to Purchase Real Property in the Mid-County Project Area – 3rd Supervisorial District

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt RDA Resolution No. 2010-047, Authorization to Purchase Real Property in the Mid-County 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 Numbers 439-060-009, 439-060-010, 439-060-011, 439-060-024, 439-060-013, 439-060-014, and 439-281-035 from Jim Wilson by the Redevelopment Agency;
3. Authorize the Redevelopment Agency to expend \$1,813,500, for the property transaction costs and due diligence;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,813,850	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: Low Moderate Housing Fund	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

Dep't Recomm.: ☐ Consent ☐ Policy ☒
Per Exec. Ofc.: ☐ Consent ☒ Policy ☒

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

4.5

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Reviewed by: Christopher Hans
FISCAL PROCEDURES APPROVED
BY: ROBERT E. BYRD, AUDITOR-CONTROLLER
DATE: 8/17/10
FORM APPROVED COUNTY COUNSEL
DATE: 8/11/10
BY: MICHELLE CLACK

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; and
5. Authorize the Clerk of the Board to certify acceptance of any documents pertaining to this transaction.

BACKGROUND:

Agency staff has successfully negotiated a settlement for the acquisition of property identified as Assessor's Parcel Number 439-060-009, 439-060-010, 439-060-011, 439-060-024, 439-060-013, 439-060-014, and 439-281-035 with Jim Wilson for a purchase price of \$1,813,500, plus escrow fees and miscellaneous costs associated with the acquisition.

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

The subject parcel consists of 8.46 acres and is located at the northwest corner of State Street and Menlo Avenue, Hemet. The parcels are 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.'"

Financial Data:

The following summarizes the funding necessary for the acquisition of Assessor's Parcel Numbers 439-060-009, 439-060-010, 439-060-011, 439-060-024, 439-060-013, 439-060-014, and 439-281-035.

Acquisition	\$1,771,500
Escrow and Title fees	\$6,000
Appraisal Report	\$16,000
Real Property Costs	\$5,000
Due Diligence Expense	\$15,350
Total Estimated Acquisition Cost	\$1,813,850

BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

**RDA RESOLUTION NO. 2010-047
AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE NORTH HEMET AREA
OF THE COUNTY OF RIVERSIDE
(Third 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, Agency has 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 One Million Seven Hundred and Seventy One Thousand Five Hundred Dollars (\$1,771,500) for Assessor's Parcel Numbers 439-060-009, 439-060-010, 439-060-011, 439-060-024, 439-060-013, 439-060-014, and 439-281-035, ("Property"), more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the North Hemet Sub-Area is located within the Mid-County 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

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 purposes described in the Plan,
4 the Agency understands and agrees to fully comply with the California Environmental
5 Quality Act.

6 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
7 Board of Directors of the Redevelopment Agency for the County of Riverside, State of
8 California, in regular session assembled on August 31, 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 identified as Assessor's Parcel Numbers 439-060-009, 439-
13 060-010, 439-060-011, 439-060-024, 439-060-013, 439-060-014, and 439-281-035,
14 more particularly described in Exhibit "A".

15 3. That the purchase price for the real property is One Million Seven
16 Hundred and Seventy One Thousand Five Hundred Dollars (\$1,771,500).

17 4. That the Chairman of the Board of Directors is hereby authorized to
18 execute any and all documents necessary to purchase the real property from Jim
19 Wilson III.

20 5. That the Executive Director of the Redevelopment Agency or designee is
21 hereby authorized to take the necessary actions and execute any related documents to
22 complete this transaction.

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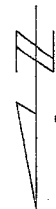
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/2/10
3.570

POR. SEC 3 T. 5S., R. 1W
CITY OF HENET

T.R.A. 006-093
006-236

439-06
1J-25, 13-30-5

ANGLE = 90
100 = 1



DATE	Q.D. NUMBER	REV. NUMBER
7/27/72	080-503	660-819
7/27/72		17
8/13/72	810	810-31
8/13/72	820	822-35
7/17/73	17	24-35
5/25/84	5	52-33
5/25/84	32, 33	PG 23
DATE	Q.D. NUMBER	REV. NUMBER
7/27/72	5, 7	PG 18
7/1/83	34	34-35
7/1/83	35	250 (45-52)
7/1/83	35	251 (1-7)
7/1/83	35	253 (1-4)
7/1/83	35	254 (1-7)
7/1/83	35	257 (1-19)
7/1/83	35	257 (1-19)
7/1/83	28	232-20
7/1/83	1	242-21
7/1/83	1	35-37

MB 9/410 S.D. ESTUDIO LLO LD & WATER CO. ADD
PM 194/5-7 PARCEL MAP NO. 28501

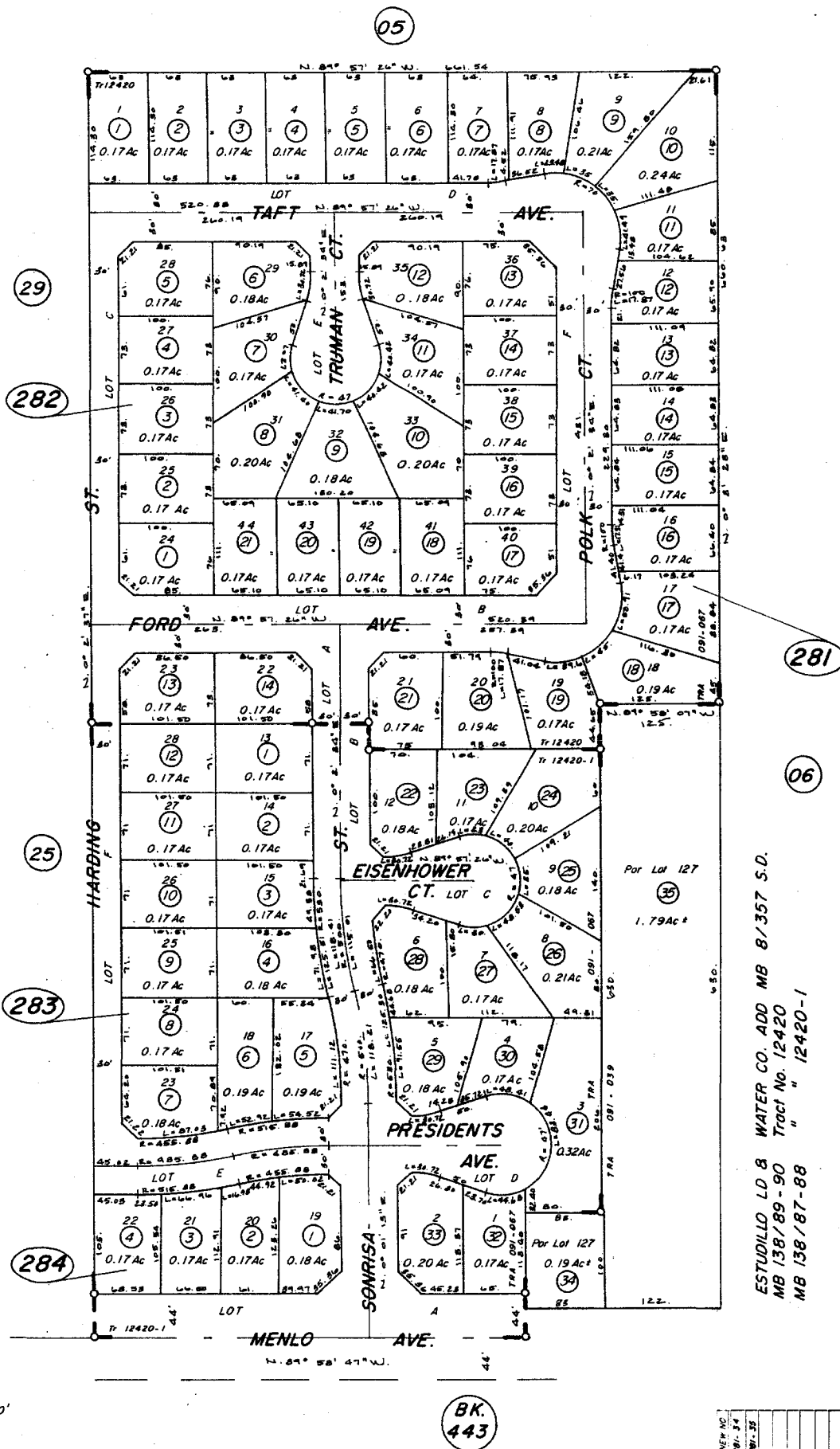
Feb 2000
MAR 06 2000

ASSESSOR'S MAP BK439 PG.06
Riverside County, Calif.

DATA: W8 8/357 SD

Exhibit "A"

POR. RO. SAN JACINTO VIEJO T.5 S., R.1 W.

$$1'' = 100'$$


ASSESSOR'S MAP BK. 439 PG. 28
RIVERSIDE COUNTY, CALIF.
PAC

Exhibit "A"

JUNE 1984

[illegible]

Project: Hemet State Street
APN(s): 439-060-009, 439-060-011,
439-060-010, 439-060-024,
439-060-013, 439-060-014,
and 439-281-035

ACQUISITION AGREEMENT

This AGREEMENT, herein called the "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency," and JAMES E. WILSON III, An unmarried Man, herein called "Grantor."

Grantor has executed and will deliver to Tracy Kaiser, Development Specialist III for the Agency or to the designated escrow company, a Grant Deed dated _____, 2010, identifying APN (s) 439-060-009, 439-060-011, 439-060-010, 439-060-024, 439-060-013, 439-060-014, and 439-281-035, herein called the "Property," in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of **\$1,771,500** 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, 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

1 therefore.

2 2. Grantor shall:

3 A. Indemnify, defend, protect, and hold Agency, its officers, employees,
4 agents, successors, and assigns free and harmless from and against any and all claims,
5 liabilities, penalties, forfeitures, losses, or expenses, including without limitation, attorneys'
6 fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a)
7 the presence in, on, within, under, or about the parcel of hazardous materials, toxic
8 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
9 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
10 laws relating to such materials or substances. For the purpose of this agreement, such
11 materials or substances shall include without limitation hazardous substances, hazardous
12 materials, or toxic substances as defined in the Comprehensive Environmental Response,
13 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
14 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
15 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
16 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
17 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
18 regulations adopted in publications promulgated 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 Property, and the preparation and implementation of
22 any closure, remedial action, or other required plans in connection therewith, and such
23 obligation shall continue until the Property has been rendered in compliance with applicable
24 federal, state, and local laws, statutes, ordinances, 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
27 4/2/ 2004, as Instrument No. 2004-0290470, Official Records of Riverside Agency shall,
28 upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to

1 provide a reconveyance as to APN 439-060-013, and to furnish Grantor with good and
2 sufficient receipt showing said moneys credited against the indebtedness secured by said
3 Deed of Trust.

4 Any and all moneys payable under this contract, up to and including the total amount of
5 unpaid principal and interest on the note secured by Deed of Trust recorded 5/3/ 2004, as
6 Instrument No. **2004-0326638**, Official Records of Riverside Agency shall, upon demand, be
7 made payable to the beneficiary entitled thereunder; said beneficiary to
8 provide a reconveyance as to APN 439-060-010, and to furnish Grantor with good and
9 sufficient receipt showing said moneys credited against the indebtedness secured by said
10 Deed of Trust.

11 Any and all moneys payable under this contract, up to and including the total amount of
12 unpaid principal and interest on the note secured by Deed of Trust recorded 10/3/ 2008, as
13 Instrument No. **2008-0539604**, Official Records of Riverside Agency shall, upon demand, be
14 made payable to the beneficiary entitled thereunder; said beneficiary to
15 provide a reconveyance as to APN 439-060-010, and to furnish Grantor with good and
16 sufficient receipt showing said moneys credited against the indebtedness secured by said
17 Deed of Trust.

18 Any and all moneys payable under this contract, up to and including the total amount of
19 unpaid principal and interest on the note secured by Deed of Trust recorded 11/18/2004, as
20 Instrument No. **2004-0925463**, Official Records of Riverside Agency shall, upon demand, be
21 made payable to the beneficiary entitled thereunder; said beneficiary to
22 provide a reconveyance as to APN 439-281-035, and to furnish Grantor with good and
23 sufficient receipt showing said moneys credited against the indebtedness secured by said
24 Deed of Trust.

25 Grantor hereby authorizes and directs the disbursement of funds which are demanded
26 under the terms of said Deeds of Trusts.

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

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

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

15 7. The close of escrow is subject to the Redevelopment Agency's review and
16 approval of the existing leases on the property. Such approval will be evidenced by this
17 Agreement being signed by the Redevelopment Agency's Chairman.

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

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

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

28 11. This Agreement is the result of negotiations between the parties and is intended

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

6 12. The acquisition of the Property shall be contingent upon the approval by the
7 Redevelopment Agency Board of Directors of the Authorization to Purchase and the approval
8 of this Agreement. This contingency will be removed from escrow upon the receipt of this
9 Agreement signed by the Redevelopment Agency's Chairman.

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

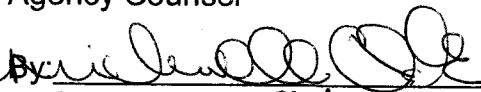
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6 Dated: _____


James E. Wilson III

8 REDEVELOPMENT AGENCY FOR THE
9 COUNTY OF RIVERSIDE

10
11 By: _____
12 Marion Ashley, Chairman
13 Board of Directors

14
15 APPROVED AS TO FORM:
16 Agency Counsel

17  8/11/10
Deputy **Michelle Clack**

18 ATTEST:

19
20 KECIA HARPER-IHEM
21 Clerk to the Board

22 By: _____
23 Deputy

Recorded at request of and return to:
Redevelopment Agency for the
County of Riverside
P. O. Box 1180
Riverside, California 92502
Attn: Janet M. Parks

FREE RECORDING
This instrument is for the benefit of the
Redevelopment Agency of
Riverside, and is entitled to be
recorded without fee.
(Govt. Code 6103)

Project: Smart and Final State Street Expansion
APNS: 439-060-009, 439-060-011, 439-060-010, 439-060-024,
439-060-013, 439-060-014, and 439-281-035

GRANT DEED

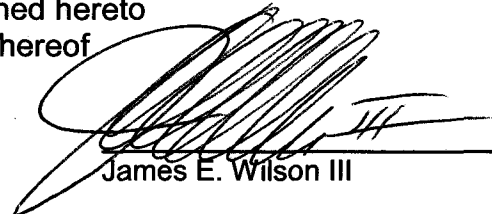
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JAMES E. WILSON III, an unmarried Man

GRANT(S) to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, organized and existing under, and by virtue of the State of California, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made a part hereof

Dated: 7-9-10


James E. Wilson III

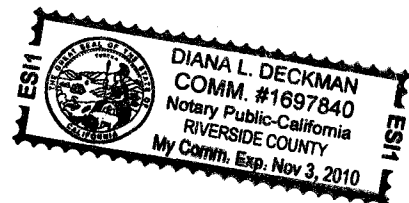
STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On 7-9-10, before me, DIANA L. DECKMAN, Notary Public, personally appeared JAMES E. WILSON III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s), on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature 



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT CORRELATE WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

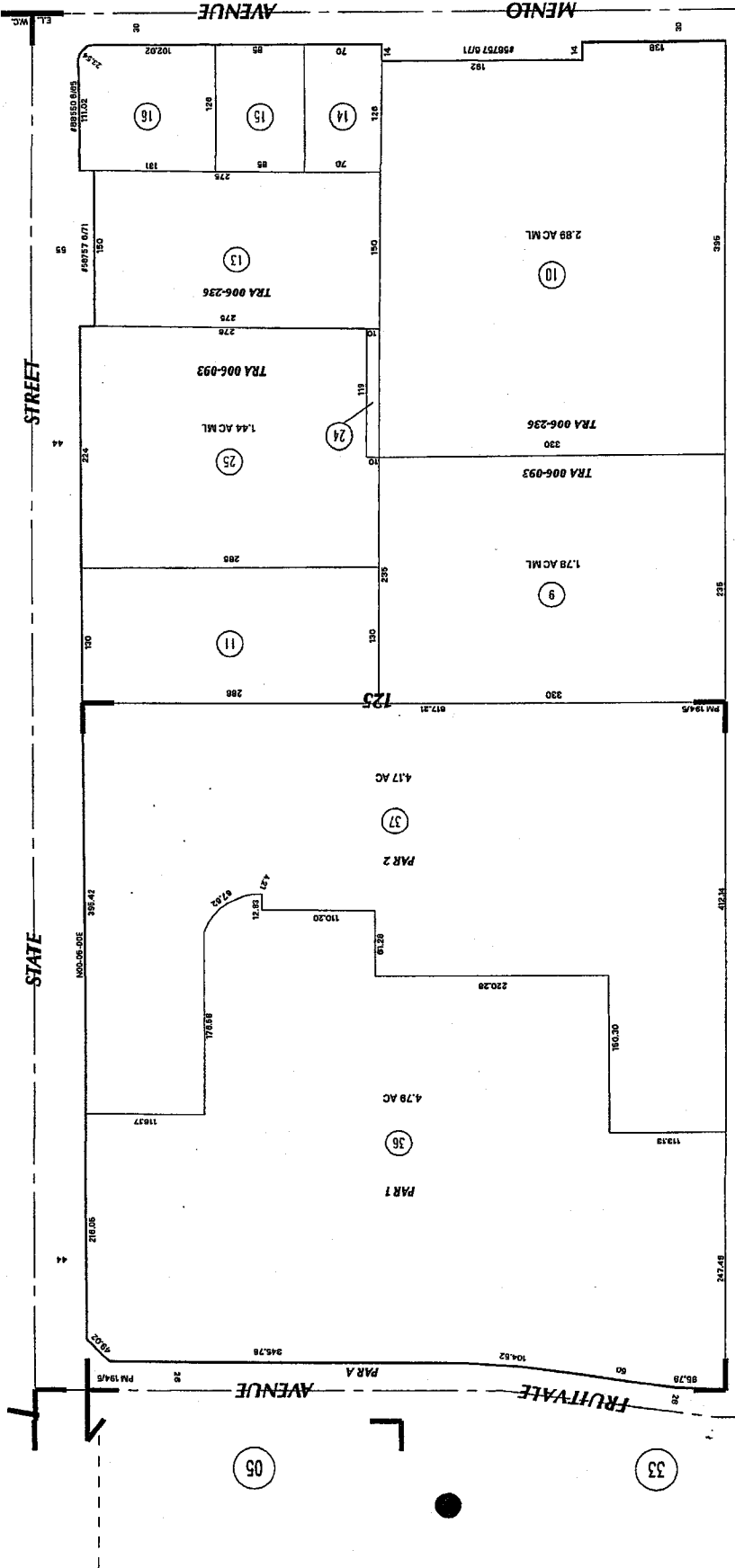
POR. SEC 3 T. 5S., R. 1W
CITY OF HEMET

T.R.A. 006-093
006-236

439-06
13-25, 13-30-5

1" = 100'
ANGLE = 90°

10



443
05

DATE	OLD NUMBER	NEW NUMBER
12/7/78	006-013	006-013
12/7/78	006-014	006-014
12/7/78	006-015	006-015
12/7/78	006-016	006-016
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12/7/78	006-097	006-097
12/7/78	006-098	006-098
12/7/78	006-099	006-099
12/7/78	006-100	006-100

DATA: MB 9/5/78 SD

ASSESSOR'S MAP BK439 PG. 06
Riverside County, Calif.

MB 9/410 S.D. ESTUDILLO LD & WATER CO. ADD
PM 194/5-7 PARCEL MAP NO. 28501

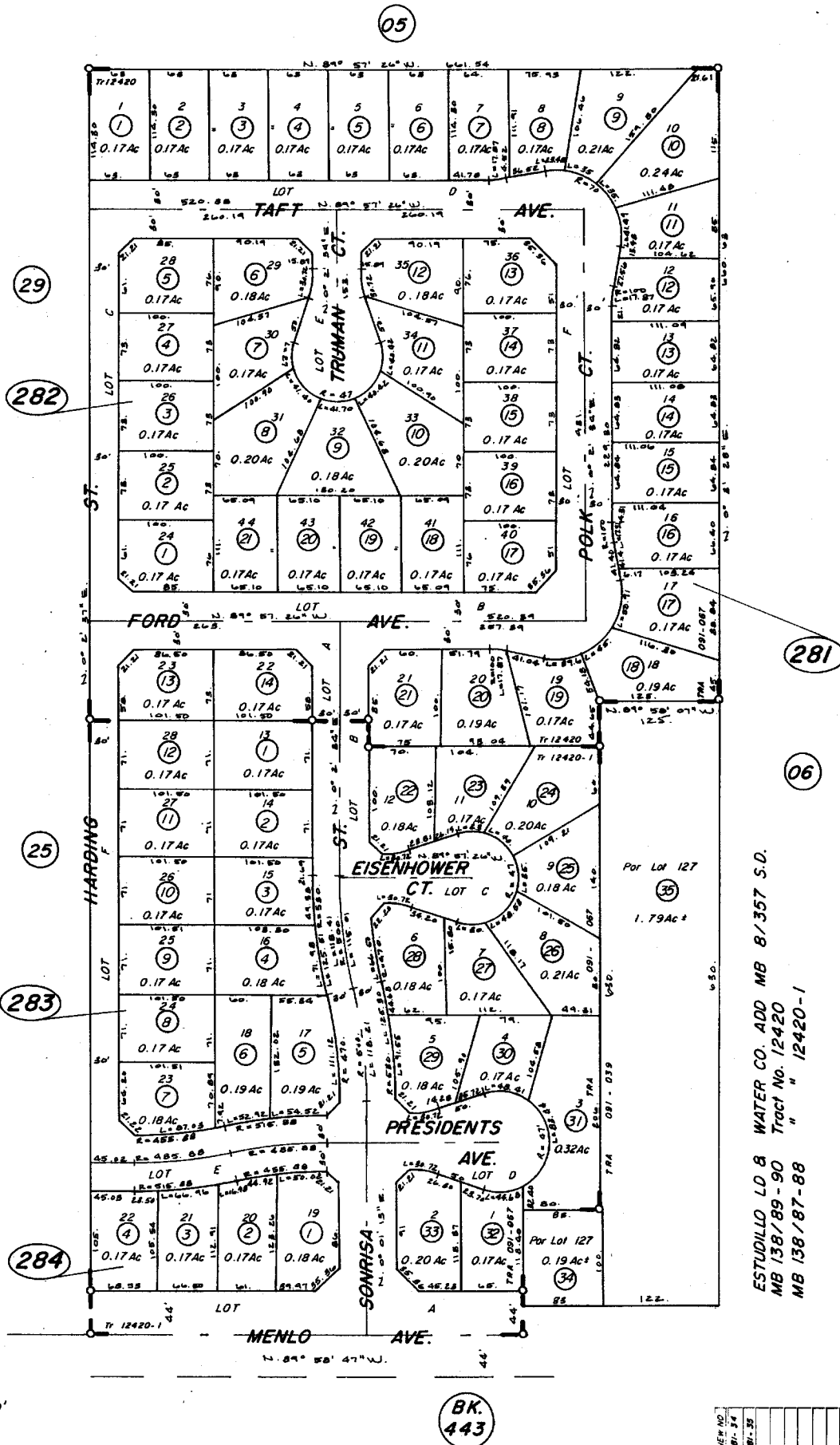
Feb 2000
MAR 0 6 2000

Exhibit "A"

439-28
439-06

TRA 091-067
091-039

POR. RO. SAN JACINTO VIEJO T.5 S., R.1 W.



ESTUDILLO LD. 8 WATER CO. ADD MB 8/357 S.D.
MB 138/89-90 Tract No. 12420
MB 138/87-88 " " 12420-1

ASSESSOR'S MAP BK. 439 PG. 28
RIVERSIDE COUNTY, CALIF.
PAC

Exhibit "A"

JUNE 1984

DATE	FILE NO.	MAP NO.
1/84	060-07	281-34
1/84	060-08	281-35
1/84	060-09	281-36
1/84	060-10	281-37
1/84	060-11	281-38
1/84	060-12	281-39
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1/84	060-14	281-41
1/84	060-15	281-42
1/84	060-16	281-43
1/84	060-17	281-44
1/84	060-18	281-45
1/84	060-19	281-46
1/84	060-20	281-47
1/84	060-21	281-48
1/84	060-22	281-49
1/84	060-23	281-50

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, organized and existing under, and by virtue of the State of California, is hereby accepted by order of the Board of Directors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: _____

By: _____

Marion Ashley, Chairman
Board of Directors