

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

249



FROM: Redevelopment Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: RDA Resolution No. 2010-052 Authorization to Purchase Real Property in the Mid-County Project Area – 5th District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-052 Authorization to Purchase Real Property in the Mid-County Project Area (Project Area) within the unincorporated area of Cabazon, 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 525-150-012 from Susan F. St. John, as her sole and separate property by the Redevelopment Agency;

(continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 141,300	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: Mid-County 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

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

Prev. Agn. Ref.: N/A

District: 5

Agenda Number:

4.2

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 9/14/10
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Ann C. Willis* 9/16/10
 ANN C. WILLIS
 DATE

RECOMMENDED MOTION: (Continued)

3. Authorize the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and
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 525-150-012 with Susan F. St. John for a purchase price of \$140,000 plus escrow fees and miscellaneous costs associated with the Acquisition.

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

The subject parcel consists of a 3.44 acres of vacant land located in the community of Cabazon. The parcel is needed for redevelopment purposes that will assist in implementing the Sub-Area's Redevelopment Plan ("Plan") and assist in 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' ".

Staff recommends adoption of RDA Resolution No. 2010-052.

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 525-150-012:

Acquisition:	\$140,000
Estimated Title and Escrow Charges:	\$ 1,300
Total Estimated Acquisition Costs:	\$141,300

**RDA RESOLUTION NO. 2010-052
AUTHORIZATION TO PURCHASE REAL PROPERTY
IN THE MID-COUNTY PROJECT AREA
APN 525-150-012
(Fifth 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 One Hundred and Forty Thousand Dollars (\$140,000) for real property identified as Assessor's Parcel Number 525-150-012 ("Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Cabazon Sub-Area is located within the Mid-County Redevelopment Project Area, ("Sub-Area"); and

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

2 **WHEREAS**, the Agency is purchasing the Property for redevelopment purposes
3 that will assist in implementing the Sub-Area's redevelopment plan ("Plan") and assist in
4 eliminating blighting conditions within the Sub-Area; and

5 **WHEREAS**, prior to using the Property for the purpose described in the Plan, the
6 Agency understands and agrees to fully comply with the California Environmental
7 Quality Act.

8 **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of
9 Directors of the Redevelopment Agency for the County of Riverside, State of California,
10 in regular session assembled on September 28, 2010, as follows:

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

13 2. That the Redevelopment Agency for the County of Riverside is authorized to
14 purchase the Property identified as Assessor's Parcel Number 525-150-012, more
15 particularly described in Exhibit "A".

16 3. That the purchase price for the real property is One Hundred and Forty
17 Thousand (\$140,000).

18 4. That the Chairman of the Board of Directors is hereby authorized to execute
19 any and all documents necessary to purchase the real property from Susan F. St. John.

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1 5. That the Executive Director of the Redevelopment Agency, or designee, is
2 hereby authorized to execute subsequent and relevant documents necessary to
3 complete this transaction.

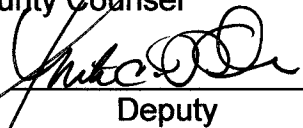
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5 **REDEVELOPMENT AGENCY**
6 **FOR THE COUNTY OF RIVERSIDE**

7
8 By: _____
9 Marion Ashley, Chairman
10 Board of Directors

11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Deputy

16 **APPROVED AS TO FORM:**
17 Pamela J. Walls
18 County Counsel

19 By:  _____
20 Deputy

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Exhibit "A"

That portion of Lot 246 of Subdivision No. 2 of the Cabazon Rancho, in the County of Riverside, State of California, as per map recorded in Book 8, Page 63 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Northwest corner of said Lot; thence Easterly, 667 feet of the North line of said Lot to the Northeast corner of said Lot; thence Southerly, 150 feet on the East line thereon; thence Westerly, 175 feet parallel with the North line of said Lot; thence Southerly 115 feet parallel with the Easterly line of said Lot; thence Westerly 492 feet parallel with the North line of said Lot to the West line thereof; thence Northerly, 265 feet of said West line to the point of beginning.

Except that portion, if any, lying within Elm Avenue, 60.00 feet wide.

Project: Cabazon Sewer
APN: 525-150-012
Address: Vacant Land

ACQUISITION AGREEMENT

This agreement is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency", and SUSAN F. ST. JOHN, 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 _____, 2010, identifying Assessor's Parcel Number 525-150-012 in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of \$140,000 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 Agency.

C. Pay all buyers 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.

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1 2. Grantor shall:

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

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

24 3. Any and all moneys payable under this contract, up to and including the total
25 amount of unpaid principal and interest on the note, (recorded or unrecorded) by Deed of
26 Trust Official Records of Riverside County, shall, upon demand, be made payable to the
27 beneficiary entitled thereunder; said beneficiary to provide a reconveyance as to
28 Assessor's Parcel Number 525-150-012, and to furnish Grantor with good and sufficient

1 receipt showing said moneys credited against the indebtedness secured by said Deed of
2 Trust.

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

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

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

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

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

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

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

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

27 8. The performance by the Agency of its obligations under this agreement shall
28 relieve the Agency of any and all further obligations or claims on account of the acquisition

1 of the property referred to herein or on account of the location, grade, or construction of the
2 proposed public improvement.

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

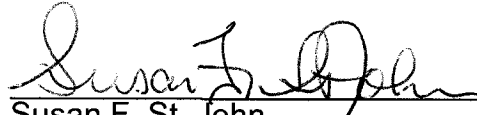
5 10. This agreement is the result of negotiations between the parties and is
6 intended by the parties to be a final expression of their understanding with respect to the
7 matters herein contained. This agreement supersedes any and all other prior agreements
8 and understandings, oral or written, in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

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

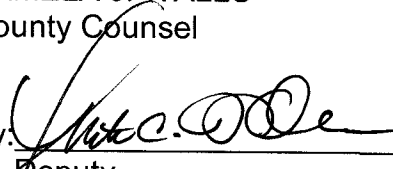
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1 12. Grantor, her assigns and successors in interest, shall be bound by all the
2 terms and conditions contained in this agreement, and all the parties thereto shall be jointly
3 and severally liable thereunder.

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5 Dated: January 26, 2010


6 Susan F. St. John

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

11
12 By: 
13 Deputy

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

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

17 Dated: _____

18 By: _____
19 Deputy

20 By: _____
21 Marion Ashley, Chairman
22 Board of Directors

Project: Cabazon Sewer
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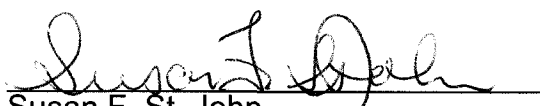
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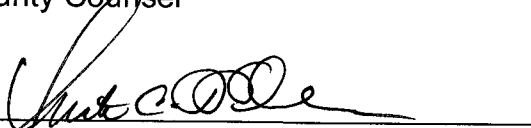
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6 Susan F. St. John

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10 PAMELA J. WALLS
11 County Counsel

12 By: 
13 Deputy

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

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

17 Dated: _____
18 By: _____
19 Deputy

By: _____
Marion Ashley, Chairman
Board of Directors