

427

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



FROM: Redevelopment Agency

SUBMITTAL DATE:

October 6, 2010

SUBJECT: Adoption of RDA Resolution No. 2010-056, Authorization to Purchase Real Property in the Unincorporated Area of Thermal- District 4

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-056, Authorization to Purchase Real Property located at 87260 Avenue 61, in the unincorporated area of Thermal, also referred to as Assessor's Parcel Number 757-260-009;
2. Allocate the sum of \$963,000 for the purchase of real property, title and escrow fees, labor and miscellaneous transaction expenses from the Desert Communities Redevelopment Project Area-Low and Moderate-Income Housing Funds as needed for the completion of the project; Approve and Authorize the Chairman of the Board of Directors to execute the attached Acquisition Agreement between the Redevelopment Agency for the County of Riverside and Roberto Villalobos-Guerrero and Lourdes Villalobos, also known as Villalobos Mobile Home Park;

Robert Field

Robert Field
Executive Director

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 963,000
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: DCPA Redevelopment Low and Moderate Income Housing

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Alex Gann
Alex Gann

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

4.6

Prev. Agn. Ref.: N/A

District: 4

Agenda Number:

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Authorize the Chairman of the Board of Directors to execute all documents related to this transaction;
5. Authorize and direct the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and
6. Authorize the Executive Director of the Redevelopment Agency, or designee, to take all necessary steps including executing associated documents in order to complete this purchase.

BACKGROUND:

The subject property is located in the unincorporated area of Thermal on Assessor's Parcel Number 757-260-009, located at 87260 Avenue 61 also known as Villalobos Mobile Home Park. The subject property is approximately 14.80 acres and consists of nine mobile home units and two single family dwelling homes that range from ten to 42 years of age.

Agency staff has successfully negotiated the acquisition of the subject property at the purchase price of \$850,000 for redevelopment purposes and future development of an affordable housing project. The purchase price includes land value of \$500,000 and Mobile Home Park value of \$350,000, which is consistent with current values in the area based on an independent fee appraisal report. As part of this transaction the Agency shall forgive a debt including principal and interest in the amount of \$75,000 on a note secured by a Deed of Trust recorded April 19, 2000, as Instrument No. 143561 of Official Record of Riverside County. The Trustee, as stated on the Note and Deed of Trust is the Riverside County Economic Development Agency.

It is recommended that the Board of Directors adopt RDA Resolution No. 2010-056 authorizing the purchase of the subject property and the allocation of needed funds from the Desert Communities Redevelopment Project Area-Low-and Moderate-Income Housing Funds.

Notice of publication to satisfy California Government Code Section 6063 has been completed

The Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the costs necessary to purchase the real property identified as Assessor's Parcel Number 757-260-009.

Acquisition	\$ 850,000
Miscellaneous transaction expenses	\$ 5,000
Labor	\$ 100,000
Title & Escrow fees	\$ 8,000
Total	\$ 963,000

BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

**RESOLUTION NO. 2010-056
AUTHORIZATION TO PURCHASE REAL PROPERTY
IN THE UNINCORPORATED COMMUNITY OF RUBIDOUX
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, Agency has adopted a Redevelopment Plan, hereinafter referred to as the "Plan," for the Desert Communities Project Area, hereinafter referred to as "Project Area,"; 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 Eight Hundred and Fifty Thousand Dollars (\$850,000) plus title and escrow fees, labor and miscellaneous transaction expenses for Assessor's Parcel Number 757-260-009 ("the Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property is owned by Roberto Villalobos-Guerrero and Lourdes Villalobos who wishes to sell the Property to Agency; and

WHEREAS, the Property is located in the unincorporated community of Thermal which is in the Desert Communities Project Area; and

WHEREAS, the Agency is purchasing Property to develop a proposed

1 affordable housing project and assist the Agency in meeting its goal of enhancing
2 communities within the County of Riverside and implementing the redevelopment plan
3 (Plan) for the Desert Communities Project Area; and

4 **WHEREAS**, prior to the Agency using the Property for purposes described in the
5 Plan, the Agency agrees to fully comply with the California Environmental 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 October 19, 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 known as Assessor's Parcel Number 757-260-009, more
13 particularly described in Exhibit "A" for the amount of Eight Hundred and Fifty
14 Thousand Dollars (\$850,000) plus title and escrow fees, labor and miscellaneous
15 transaction expenses.

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

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

21 ///
22 ///
23 ///

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* 10-6-10
JANITA C. WINN

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

The South half of the Southeast Quarter of the Northwest Quarter of Section 34, Township 6 South, Range 8 East, San Bernardino Base and Meridian in the County of Riverside, State of California.

Excepting therefrom that portion described as follows:

Beginning at a point on the East line of said Northwest Quarter, 30 feet North of the Southeast corner thereof;

Thence North, on the East line of said Northwest Quarter, 630 feet to the North line of said South half of the Southeast Quarter of the Northwest Quarter;

Thence West 485 feet;

Thence Southerly, parallel with the Easterly line of said Northwest Quarter, 300 feet;

Thence East 290 feet;

Thence South 330 feet;

Thence East 195 feet, to the point of beginning.

Except any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

Assessor's Parcel Number: 757-260-009-4

Project: Villalobos Mobile Home Park
APN: 757-260-009
Situs Address: 87260 Avenue 61, Thermal, CA

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 ROBERTO VILLALOBOS-GUERRERO & LOURDES VILLALOBOS, husband and wife as joint tenants, herein called "Grantor."

Grantor has executed and will deliver to Yolanda King, Real Property Agent for the Agency or to the designated escrow company, a Grant Deed dated August 17, 2010, identifying APN 757-260-009, herein called the "Property," and more particularly described in Exhibit "A" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of Eight Hundred Fifty Thousand Dollars (\$850,000) 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, 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 buyers typical escrow, recording, reconveyance, and/or any other

1 fees incurred in this transaction, and if title insurance is desired by Agency, the premium
2 charged therefore.

3 D. Acknowledges the Property and improvements thereon are being
4 purchased in an "As Is" condition.

5 2. Grantor shall:

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

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

28 C. Agrees to provide signed estoppels statements showing tenant occupancy

1 prior to close of escrow.

2 3. Any and all moneys payable under this contract, up to and including the total
3 amount of unpaid principal and interest on the note secured by Deed of Trust recorded
4 September 26, 1997, as Instrument No. 351501, Deed of Trust recorded September 26,
5 1997, as Instrument No. 351502, Deed of Trust recorded October 28, 1997, as Instrument No.
6 391386 of Official Records of Riverside County, Agency shall, upon demand, be made
7 payable to the beneficiary entitled there under; said beneficiary to provide a reconveyance as
8 to APN 757-260-009, and to furnish Grantor with good and sufficient receipt showing said
9 moneys credited against the indebtedness secured by said Deed of Trust.

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

12 4. Agency shall forgive the unpaid principal and interest on the on the note secured
13 by Deed of Trust recorded April 19, 2000, as Instrument No. 143561 of Official Record of
14 Riverside County.

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

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

22 7. Agency and Grantor acknowledge that Grantor occupies a mobile home
23 located within the Mobile Home Park and relocation compensation and services will be
24 provided after close of escrow.

25 8. Grantor recognizes and understands that the consideration hereunder originates
26 from local State and/or Federal sources, and therefore Agency shall have the right to
27 terminate this transaction if:
28

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

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

5 C. If Agency in its sole discretion determines that the Property is no longer
6 suitable for its use for any reason or cause. Agency shall provide Grantor with written
7 notification of its election to terminate this transaction at least thirty (30) days prior to the date
8 of close of escrow. Agency's notice shall state reason for its termination.

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

13 10. The performance by the Agency of its obligations under this agreement shall
14 relieve the Agency of any and all further obligations or claims on account of the acquisition of
15 the property referred to herein or on account of the location, grade, or construction of the
16 proposed public improvement.

17 11. This agreement shall not be changed, modified, or amended except upon the
18 written consent of the parties hereto.

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

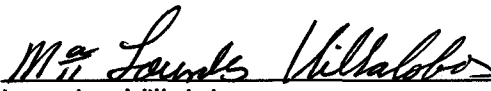
25 13. The acquisition of the Property shall be contingent upon the approval by the
26 Agency Board of Directors of the Authorization to Purchase and the approval of the
27 Agreement. This contingency will be removed from escrow upon the receipt of the Agreement
28 signed by the Agency Board of Directors.

1 14. Grantor, their 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 there under.

4
5 Dated: 8/17/10


Roberto Villalobos Guerrero

6
7 Dated: 8/17/10


Lourdes Villalobos

8
9
10 REDEVELOPMENT AGENCY FOR THE
11 COUNTY OF RIVERSIDE

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

15 RECOMMENDED FOR APPROVAL:

16 By: 
17 Yolanda King
18 Real Property Agent

19 APPROVED AS TO FORM:
20 Agency Counsel

21 By: 
22 Deputy

23 ATTEST:
24 KECIA HARPER-IHEM
25 Clerk of the Board

26 By: _____
27 Deputy
28

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