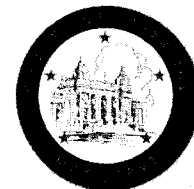


SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

610



FROM: Redevelopment Agency

SUBMITTAL DATE:  
October 28, 2010

SUBJECT: Adoption of RDA Resolution No. 2010-062, Authorization to Purchase Real Property in the Unincorporated Area of Mead Valley - District 1

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-062, Authorization to Purchase Real Property located at 21155 Rider St. in the unincorporated area of Mead Valley, also referred to as Assessor's Parcel Number 318-210-070;
2. Allocate the sum of \$335,000 for the purchase of real property, relocation services and benefits, title and escrow fees, labor, and miscellaneous transaction expenses from the I-215 Corridor Redevelopment Capital Improvement 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 Thomas H. Do;

(Signed)

Robert Field  
Executive Director

FINANCIAL  
DATA

Current F.Y. Total Cost: \$ 335,000  
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: I-215 Corridor Redevelopment Capital Improvement Funds

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Jennifer L. Sargent

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

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

4.3

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 Mead Valley on Assessor's Parcel Number 318-210-070, located at 21155 Rider St. The subject property is approximately 1.50 acres consists of one single family dwelling home.

Agency staff has successfully negotiated the acquisition of the subject property at the purchase price of \$205,000 for redevelopment purposes and future expansion of the Mead Valley Community Center. The purchase price is consistent with current values in the area based on an independent fee appraisal report.

The Agency will allocate an additional \$130,000 for labor, miscellaneous transaction expenses, and to provide relocation assistance services and benefits to qualified tenants of this residence as required under the California Relocation Assistance Act of 1970.

It is recommended that the Board of Directors adopt RDA Resolution No. 2010-062 authorizing the purchase of the subject property and the allocation of needed funds from I-215 Corridor Redevelopment Capital Improvement 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 318-210-070:

Acquisition	\$ 205,000
Relocation Services & Benefits	\$ 65,000
Labor	\$ 50,000
Miscellaneous transaction expenses	\$ 10,000
Title & Escrow fees	\$ 5,000
Total	\$ 335,000

**BOARD OF DIRECTORS**

**REDEVELOPMENT AGENCY**

**RESOLUTION NO. 2010-062  
AUTHORIZATION TO PURCHASE REAL PROPERTY  
IN THE MEAD VALLEY AREA  
IN THE COUNTY OF RIVERSIDE**

**(First 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 \$205,000 (Two Hundred and Five Thousand) plus escrow fees for Assessor's Parcel Number 318-210-070 ("the Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Agency is allocating an additional amount of \$115,000 (One Hundred Fifteen Thousand) for relocation services and benefits; and \$15,000 (Fifteen Thousand) to cover miscellaneous transaction expenses and escrow fees; and

**WHEREAS**, the Property is owned by Thomas H. Do, who wishes to sell the Property to Agency; and

1       **WHEREAS,** the Property is located in the Mead Valley Sub Area which is in the  
2 I-215 Corridor Redevelopment Project Area; and

3       **WHEREAS,** the Agency is purchasing Property for redevelopment purposes,  
4 that will assist in implementing the Redevelopment Plan ("Plan") for the Project Area  
5 and assist the Agency in meeting its goal of enhancing communities within the County  
6 of Riverside; and

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

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

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

15       2. That the Redevelopment Agency for the County of Riverside is authorized  
16 to purchase real property known as Assessor's Parcel Number 318-210-070 consisting  
17 of 1.50 acres located in the Mead Valley area for the amount of \$205,000 (Two Hundred  
18 and Five Thousand).

19       3. That the Redevelopment Agency is allocating an additional amount of  
20 \$130,000 (One Hundred Thirty Thousand) for relocation services, labor, miscellaneous  
21 transaction expenses and escrow fees; any remaining funds not used will be refunded  
22 back to the I-215 Corridor Redevelopment Capital Improvement Funds.

23       4. That the Chairman of the Board of Directors is hereby authorized to  
24 execute any and all documents necessary to purchase the Property.

25       5. That the Executive Director of the Redevelopment Agency or designee is  
26 hereby authorized to take necessary steps to complete this transaction including  
27 executing subsequent relevant and necessary documents.

28  
YK:ra 13.698  
S:\Real Property\TYPING\Docs-13.500 to 13.999\13.698.doc

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* 10-26-10

DATE

ANITA C. WILKINS

## **Exhibit "A"**

Parcel 71 of Record Survey on file in Book 31, Pages 2 and 3 of Records of Survey, records of Riverside County, California.

Except therefrom the Northerly 44 feet within Rider Street as accepted by the County of Riverside in Resolution recorded February 28, 1967 as Instrument No. 16859 of Official Records of Riverside County, California.

APN: 318-210-070  
Address: 21155 Rider St. Perris, CA

## ACQUISITION AGREEMENT

This AGREEMENT, herein called "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR COUNTY OF RIVERSIDE, herein called "Agency," and Thomas H. Do 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 Sept. 29, 2010, identifying Assessor's Parcel Number 318-210-070, 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 Two Hundred and Five Thousand Dollars (\$205,000) 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 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 Agency, whichever first occurs.

2. Grantor shall:

A. Indemnify, defend, protect, and hold Agency, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities,

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

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

21           3. Any and all moneys payable under this contract, up to and including the total  
22 amount of unpaid principal and interest on the note secured by Deed of Trust recorded or  
23 unrecorded, shall, upon demand, be made payable to the beneficiary entitled thereunder; said  
24 beneficiary to provide a reconveyance as to APN 318-210-070, and to furnish Grantor with good  
25 and sufficient receipt showing said moneys credited against the indebtedness secured by said  
26 Deed of Trust.

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

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

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

7           6.     Agency and Grantor acknowledge that Property consists of a single family  
8 dwelling home. Relocation assistance and benefits will be provided to qualified tenants of this  
9 residence as required under the California Relocation Assistance Act of 1970 after close of  
10 escrow.

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

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

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

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

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

26          9.     The performance by Agency of its obligations under this Agreement shall relieve  
27 Agency of any and all further obligations or claims on account of the acquisition of the Property  
28 referred to herein or on account of the location, grade, or construction of the proposed public



1 improvement.

2        10. This Agreement is the result of negotiations between the parties and is intended by  
3 the parties to be a final expression of their understanding with respect to the matters herein  
4 contained. This Agreement supersedes any and all other prior agreements and understandings,  
5 oral or written, in connection therewith. No provision contained herein shall be construed against  
6 Agency solely because it prepared this Agreement in its executed form. This Agreement shall not  
7 be changed, modified, or amended except upon the written consent of the parties hereto

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

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

Dated: Sept. 29, 2010

By: Thomas H. Do

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

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

RECOMMENDED FOR APPROVAL:

By: Yolanda King  
Yolanda King  
Real Property Agent I  
Real Estate Division

REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Directors

APPROVED AS TO FORM:

Pamela J. Walls  
Agency Counsel

By: Deputy  
Deputy

ATTEST:

Kecia Harper-Ihem  
Clerk to the Board

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

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

## **Exhibit "A"**

Parcel 71 of Record Survey on file in Book 31, Pages 2 and 3 of Records of Survey, records of Riverside County, California.

Except therefrom the Northerly 44 feet within Rider Street as accepted by the County of Riverside in Resolution recorded February 28, 1967 as Instrument No. 16859 of Official Records of Riverside County, California.

