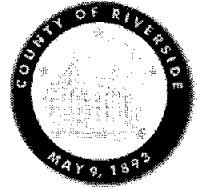


929



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

**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
December 2, 2010

**SUBJECT:** RDA Resolution No. 2010-049, Authorization to Purchase Real Property in the Jurupa Valley Project Area – District 2

**RECOMMENDED MOTION:** That the Board of Directors:

1. Adopt RDA Resolution No. 2010-049, authorization to purchase real property in the Jurupa Valley 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 181-041-004 and 181-041-008, from AMG Holdings, Inc., doing business in California as Virginia AMG Holdings, Inc., by the Redevelopment Agency;

(Continued)

*Lisa Brandl for*

Robert Field  
Executive Director  
By Lisa Brandl, Deputy Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 856,000	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

<b>SOURCE OF FUNDS:</b> Low and Moderate Income Housing 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

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY: *Samuel Wong* 12/16/10  
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
BY: *Anita C. Willis* 11-8-10  
ANITA C. WILLIS

Reviewed by  
CIP TEAM  
Dean Deines

Dep't Recomm.:  Consent

Per Exec. Ofc.:  Consent

Policy

Policy

Prev. Agn. Ref.: N/A

District: 2

Agenda Number **4.13**

**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 Numbers 181-041-004 and 181-041-008 with AMG Holdings, Inc., doing business in California as Virginia AMG Holdings, Inc., for a purchase price of \$846,000 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 0.49 and a 0.53 acre of vacant land within the community of Rubidoux. The parcels are needed for the provision of housing affordable to low and moderate income persons, the implementation of the sub-area's redevelopment 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. 2010-049.

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 Numbers 181-041-004 and 181-041-008:

Acquisition:	\$ 846,000
Estimated Title and Escrow Charges:	\$ 4,000
Acquisition Administration:	\$ 6,000
Total Estimated Acquisition Costs:	\$ 856,000

2  
3 **RDA RESOLUTION NO. 2010-049**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE JURUPA VALLEY PROJECT**

5 **AREA**

6 **APN's 181-041-004 and 181-041-008**  
7 **(Second Supervisorial District)**

8 **WHEREAS**, the Redevelopment Agency for the County of Riverside, ("Agency") is a  
9 Redevelopment Agency duly created, established and authorized to transact business and  
10 exercise its powers, all under and pursuant to the provisions of the Community Redevelopment  
11 Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with  
12 Section 33000 et seq.); and

13 **WHEREAS**, the Riverside County Board of Supervisors adopted Redevelopment Plans  
14 for Redevelopment Project Area 1-1986, Jurupa Valley, Mid-County, Desert Communities, and  
15 I-215 Corridor, as amended, hereinafter referred to as "Project Areas"; and

16 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the Agency  
17 began receiving tax increment from the Project Areas in January 1988, and continues to  
18 receive annual tax increment revenue; and

19 **WHEREAS**, pursuant to the provisions of the Community Redevelopment Law, Section  
20 33334.2 of the Health and Safety Code, the Agency may acquire real property for the provision  
21 of affordable housing; and

22 **WHEREAS**, the Agency has based on an independent fee appraisal report, negotiated  
23 a purchase price of \$846,000 for real property identified as Assessor's Parcel Numbers 181-  
24 041-004 and 181-041-008 ("Property"), more particularly described in Exhibit "A" attached  
25 hereto and incorporated herein by reference; and

26 **WHEREAS**, the Rubidoux Sub-Area is located within the Jurupa Valley Redevelopment  
27 Project Area, ("Sub-Area"); and  
28

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

2           **WHEREAS**, the Agency is purchasing the Property for the provision of affordable  
3 housing that will assist in implementing the Sub-Area's redevelopment plan ("Plan") and assist  
4 in 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 Quality Act.

7           **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of  
8 Directors of the Redevelopment Agency for the County of Riverside, State of California, in  
9 regular session assembled on December 14, 2010, as follows:

- 10
- 11
- 12           1. That the Board of Directors hereby finds and declares that the above recitals are true  
13           and correct.
- 14
- 15           2. That the Redevelopment Agency for the County of Riverside is authorized to purchase  
16           the Property identified as Assessor's Parcel Numbers 181-041-004 and 181-041-008,  
17           more particularly described in Exhibit "A" attached.
- 18
- 19           3. That the purchase price for the real property is \$846,000.
- 20
- 21           4. That the Chairman of the Board of Directors is hereby authorized to execute any and all  
22           documents necessary to purchase the real property from AMG Holdings, Inc., doing  
23           business in California as Virginia AMG Holdings, Inc.
- 24
- 25           5. That the Executive Director of the Redevelopment Agency, or designee, is hereby  
26           authorized to execute subsequent and relevant documents necessary to complete this  
27           transaction.
- 28

FORM APPROVED COUNTY COUNSEL  
BY: ANITA C. WILLIAMS  
DATE: 12-8-10

## **EXHIBIT "A"**

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

**PARCEL 1:**

LOT 2 OF MAYFAIR SQUARE, UNIT NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 39, PAGES 50 AND 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

LOT 1 AND LOT "A" OF MAYFAIR SQUARE, UNIT NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 39, PAGES 50 AND 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 181-041-004-3 (affects Parcel 1)

Assessor's Parcel Number: 181-041-008-7 (affects Parcel 2)

1 Project: Mission Plaza  
2 APN: 181-041-004, 181-041-008  
3 Address: Vacant Land

4 ACQUISITION AGREEMENT

5 This agreement is made by and between the REDEVELOPMENT AGENCY FOR THE  
6 COUNTY OF RIVERSIDE, herein called "Agency", and AMG HOLDINGS, INC., WHICH WILL  
7 DO BUSINESS IN CALIFORNIA AS VIRGINIA AMG HOLDINGS, INC., herein called  
8 "Grantor".

9 Grantor has executed and will deliver to John F. McDonald, Real Property Agent for the  
10 Agency or to the designated escrow company, a Grant Deed dated, September 7, 2010, for the vacant  
11 land commonly known as APN 181-041-004 and 181-041-008 (the "Property") in consideration of  
12 which it is mutually agreed as follows:

13 1. The Agency shall:

14 A. Immediately upon recordation of said Grant Deed, pay to the order of Grantor  
15 the sum of eight hundred forty six thousand dollars (\$846,000) for the Property, or interest therein,  
16 conveyed by said deed, when title to said property or interest vests in Agency free and clear of all  
17 liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those  
18 encumbrances and easements which, in the sole discretion of the Agency, are acceptable. Said  
19 amount shall be paid in accordance with wiring instructions given by Grantor.

20 B. Handle real property taxes, bonds, and assessments in the following manner:

21 1. All real property taxes for the current year shall be prorated, paid, and  
22 canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

23 2. Agency is authorized to pay from the amount shown in Paragraph IA  
24 herein, any unpaid real estate taxes together with penalties, cost and interest thereon, and unpaid  
25 installments of any bonds or assessments that are due and payable on the date title is transferred to,  
26 or possession is taken by the Agency, whichever first occurs.

27 C. Pay all typical escrow, recording, and reconveyance fees incurred in this  
28 transaction, and if title insurance is desired by Agency, the standard premium charged therefor.

1           D.     The Grant Deed shall record and close of escrow shall occur not later than  
2 March 31, 2011

3           E.     This transaction and escrow shall close only if the sale of APNs 181-030-002,  
4 181-041-002 closes concurrently.

5           2.     Grantor shall:

6           A.     Indemnify, defend, protect, and hold Agency, its officers, employees, agents,  
7 successors, and assigns free and harmless from and against any and all claims, liabilities, penalties,  
8 forfeitures, losses, or expenses, including without limitation, attorneys' fees (collectively, "Claims"),  
9 arising from or caused in whole or in part, directly by either (a) the presence in, on, within, under, or  
10 about the parcel of Hazardous Materials (as defined below) as a direct result of Grantor's use,  
11 storage, or generation of such materials or substances on the Property during Grantor's ownership or  
12 (b) Grantor's failure to comply with any federal, state, or local laws relating to such Hazardous  
13 Materials on the Property. For the purpose of this agreement, Hazardous Materials shall include the  
14 following: hazardous substances, hazardous materials, or toxic substances as defined in the  
15 Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42  
16 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801,  
17 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those  
18 substances defined as hazardous wastes in Section 25117 of the California Health and Safety Code  
19 or hazardous substances in Section 25316 of the California Health and Safety Code; and in the  
20 regulations adopted in publications promulgated pursuant to said laws but does not include residual  
21 pesticides, herbicides or other surface agricultural chemicals.

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

1 C. "Claims" shall not include, and Grantor shall not be liable for, indirect,  
2 incidental, consequential, exemplary, punitive or special damages.

3 D. Grantor shall be liable under this Paragraph 2 only for Claims made and filed  
4 against Grantor within six (6) months after recordation of the Grant Deed. Grantor shall have the  
5 right to defend any such Claims and to settle any such Claims at no cost to Agency.

6 3. Except as specifically set forth in paragraph 2 above, the Agency accepts the Property  
7 "as is, where is" without representation or warranty of any kind from Grantor.

8 4. Any and all moneys payable under this contract, up to and including the total amount  
9 of unpaid principal and interest on any Deed of Trust recorded in the Official Records of Riverside  
10 County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary  
11 to provide a reconveyance as to the Property, and to furnish Grantor with good and sufficient receipt  
12 showing said moneys credited against such indebtedness secured by said Deed of Trust (recorded or  
13 unrecorded). Title search discloses no open deeds of trust.

14 5. The close of escrow is subject to an acceptable Phase 1 Environmental Site  
15 Assessment Report ("Report"). Said Report shall be the sole responsibility of Agency. Agency  
16 shall give a copy of same to Grantor. Either party may terminate this Agreement within ten (10)  
17 days of receipt of said Phase 1 Report. Agency acknowledges that it has received and approved the  
18 Report.

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

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

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



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

3           C.     If Agency in its sole discretion determines that the Premises are no longer  
4 suitable for its use for any reason or cause.

5           D.     Agency shall provide Grantor with written notification of its election to  
6 terminate this transaction not later than March 15, 2011; otherwise, Agency shall be deemed to have  
7 waived its right of termination. Agency's notice shall state reason for its termination.

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

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

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

18          11.    This agreement is the result of negotiations between the parties and is intended by the  
19 parties to be a final expression of their understanding with respect to the matters herein contained.  
20 This agreement supersedes any and all other prior agreements and understandings, oral or written, in  
21 connection therewith. No provision contained herein shall be construed against the Agency solely  
22 because it prepared this agreement in its executed form. Each of the parties warrants and represents  
23 that there are no brokers fees or commissions payable as to this transaction and each agrees to  
24 indemnify and hold the other harmless from such commissions or fees based upon the indemnitor's  
25 acts or promises.

26          12.    The acquisition of the Property shall be contingent upon the approval on or before  
27 March 15, 2011, by the County Board of Directors of the Authorization to Purchase and the approval  
28 of the Agreement. This contingency will be removed from escrow upon the receipt of the

1 Agreement signed by the County Board of Directors. If such contingency has not been satisfied by  
2 March 15, 2011, then either party may thereafter terminate this Agreement upon notice to the other.

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

6 AMG HOLDINGS, INC. WHICH WILL DO  
7 BUSINESS IN CALIFORNIA AS VIRGINIA  
8 AMG HOLDINGS, INC.

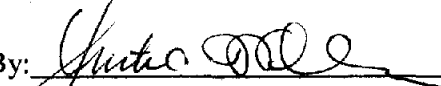
9 Dated: 11-9-2010

By: 

10  
11 Dated: 11-9-2010

By: 

12  
13  
14 APPROVED AS TO FORM:  
15 PAMELA J. WALLS  
16 County Counsel

17 By:   
18 Deputy

19 ATTEST:

20 KECIA HARPER-IHEM  
21 Clerk of the Board

REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE

22 By: \_\_\_\_\_  
23 Deputy

By: \_\_\_\_\_  
24 MARION ASHLEY, Chairman  
25 Board of Directors  
26  
27  
28