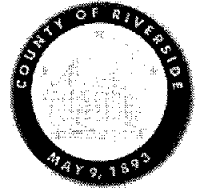


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

930



SUBMITTAL DATE:
December 2, 2010

FROM: Redevelopment Agency

SUBJECT: RDA Resolution No. 2010-050, 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. 2010-050, 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 181-030-002 and 181-041-002, from Mayfair Realty, Inc., a Delaware Corporation, by the Redevelopment Agency;

(Continued)

Lisa Brandl for

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,345,183	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 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
 DATE: *Samuel Wong 12/18/10*
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Lisa Brandl*
 ANITA C. WILLIS
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:
 Reviewed by
 CIP TEAM
 Dean Deines

Prev. Agn. Ref.: N/A District: 2 Agenda Number: **4.14**

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 181-030-002 and 181-041-002 with Mayfair Realty, Inc., for a purchase price of \$1,332,000 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 parcels consists of a 2.44 and a 3.04 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 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. 2010-050.

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 181-030-002 and 181-041-002:

Acquisition:	\$1,332,000
Estimated Title and Escrow Charges:	\$ 7,183
Acquisition Administration:	\$ 6,000
Total Estimated Acquisition Costs:	\$1,345,183

2
3 **RDA RESOLUTION NO. 2010-050**

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

5 **AREA**

6 **APN 181-030-002 and 181-041-002**
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 \$1,332,000 for real property identified as Assessor's Parcel Numbers 181-
24 030-002 and 181-041-002 ("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 181-030-002 and 181-041-002,
17 more particularly described in Exhibit "A" attached.
- 18
- 19 3. That the purchase price for the real property is \$1,332,000.
- 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 Mayfair Realty Inc.
- 23
- 24 5. That the Executive Director of the Redevelopment Agency, or designee, is hereby
25 authorized to execute subsequent and relevant documents necessary to complete this
26 transaction.
- 27
- 28

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis* 12-8-10
ANITA C. WILLIS
DATE

EXHIBIT "A"

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

Those Portions of Lots 5, 6, 7 and 8 of T.M. Parson's Subdivision, in the County of Riverside, State of California, as per Map recorded in Book 1, Page 68 of Maps, in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the most Northerly corner of Lot "A", as shown on Map of Mayfair Square Unit 1, on file in Book 39, Pages 50 and 51 of Maps, Records of Riverside County, California;

Thence South $33^{\circ} 46' 20''$ West, along the Northwesternly line of Lot "A", Lot "J", Lot "C" and Lots 1, 2 and 3 all of said Mayfair Square Unit 1, 543.14 feet to the Northeastly line of Lot "D";

Thence North $56^{\circ} 29' 40''$ West, along the Northeastly line of Lot "D" of said Mayfair Square Unit 1, 360.00 feet;

Thence South $33^{\circ} 46' 30''$ West, along the Northwesternly line of Lot "D" and Lot 9 of said Mayfair Square Unit 1, 162.56 feet to the Northeastly line of Tilton Avenue (Lot "F") as shown on said Map;

Thence North $56^{\circ} 29' 40''$ West, along the Northeastly line of Tilton Avenue (Lot "F"), 11.84 feet;

Thence continuing along the Northeastly line of Tilton Avenue (Lot "F") Northwesternly and Westerly on a curve concave to the South, having a radius of 338.00 feet, through an angle of $60^{\circ} 46' 50''$, an arc length of 358.56 feet to the Southeastly line of that certain parcel of land conveyed to West Riverside School district by deed recorded May 14, 1948 in Book 912, Page 71 of Official Records of Riverside County, California;

Thence North $33^{\circ} 47' 20''$ East, along the Southeastly line of said Parcel of Land conveyed to the West Riverside School District, 879.20 feet;

Thence South $56^{\circ} 27' 10''$ East, 665.77 feet to the point of beginning.

Except that portion described as follows:

Beginning at the most Westerly corner of Lot 3 of Mayfair Square Unit 1, as per Map recorded in Map in Book 39, Pages 50 and 51 in the Office of the County Recorder of said Riverside County;

Thence North $56^{\circ} 29' 40''$ West, 360.00 feet on the Northeastly line of Alley Lot "D" shown on said map to a point on the Southeastly line of the land described in deed to the County of Riverside, recorded December 27, 1967 as Instrument No. 113913 of Official Records of said Riverside County;

Thence North $33^{\circ} 46' 30''$ East, 170.27 feet on said Southeastly line to the most Easterly corner of said land;

Thence South $56^{\circ} 27' 10''$ East, 360.00 feet more or less, to a point on the Northwesternly line of Lot 2 of said Mayfair Square Unit 1, hereinabove referred to;

Thence South $33^{\circ} 46' 20''$ West, on the Northwesternly line of Lots 2 and 3 and the Northwest line of Alley Lot "C", to the point of beginning.

Also except that portion conveyed to the County of Riverside by deed recorded December 27, 1967 as Instrument No. 113913 of Official Records, described as follows:

Beginning at the intersection of the curved Northerly line of Tilton Avenue, as shown by Map of Mayfair Square, Unit 1, on file in Book 39, Page 51 of Maps in the Office of the County Recorder of Riverside County, California, with the Southeasterly line of the parcel described in deed from Martin O. Thorson and Minnie Thorson to West Riverside School District, recorded May 14, 1948 in Book 912, Page 71 of Official Records of Riverside County, said Parcel being that shown by Map filed on April 15, 1948 in Book 15, page 78, Records of Survey, in the Office of the County Recorder of Riverside, and said Southeasterly line being parallel with and 34.47 feet Northwesterly of the Southeasterly line of said Lot 8:

Thence North $33^{\circ} 47' 20''$ East on the Southeasterly line of the Parcel described in said deed a distance of 514.06 feet;

Thence South $56^{\circ} 27' 10''$ East 305.89 feet to the Southeasterly line of said Lot 7, being the Northeasterly prolongation of the Northwesterly line of Lots "D" and 9 of said Mayfair Square, Unit 1;

Thence South $33^{\circ} 46' 30''$ East along the Southeasterly line of said Lot 7 and the Northwesterly line of Lots "D" and 9 of said Mayfair Square, Unit 1, a distance of 340.83 feet to the Northeasterly line of said Tilton Avenue.

1 Project: Mission Plaza
2 APN: 181-030-002, 181-041-002
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 MAYFAIR REALTY INC., A
7 DELAWARE CORPORATION, herein called "Grantor".

8 Grantor has executed and will deliver to John F. McDonald, Real Property Agent for the
9 Agency or to the designated escrow company, a Grant Deed dated, September 7, 2010, for the vacant
10 land commonly known as APN 181-030-002 and 181-041-002 (the "Property") in consideration of
11 which it is mutually agreed as follows:

12 1. The Agency shall:

13 A. Immediately upon recordation of said Grant Deed, pay to the order of Grantor
14 the sum of one million three hundred thirty two thousand dollars (\$1,332,000) for the Property, or
15 interest therein, conveyed by said deed, when title to said property or interest vests in Agency free
16 and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except
17 those encumbrances and easements which, in the sole discretion of the Agency, are acceptable. Said
18 amount shall be paid in accordance with wiring instructions given by Grantor.

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

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

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

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

28 D. The Grant Deed shall record and close of escrow shall occur not later than

1 March 31, 2011.

2 E. This transaction and escrow shall close only if the sale of APNs 181-041-004, 181-
3 041-008 closes concurrently.

4 2. Grantor shall:

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

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

28 C. "Claims" shall not include, and Grantor shall not be liable for, indirect,

1 incidental, consequential, exemplary, punitive or special damages.

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

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

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

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

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

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

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

28 B. If any law, rule or regulation precludes, prohibits or materially adversely

1 impairs Agency's ability to use the Premises for the use permitted herein.

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

4 D. Agency shall provide Grantor with written notification of its election to
5 terminate this transaction not later than March 31 15, 2011; otherwise, Agency shall be deemed to
6 have waived its right of termination. Agency's notice shall state reason for its termination.

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

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

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

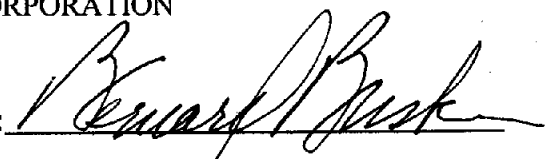
17 11. This agreement is the result of negotiations between the parties and is intended by the
18 parties to be a final expression of their understanding with respect to the matters herein contained.
19 This agreement supersedes any and all other prior agreements and understandings, oral or written,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

25 12. The acquisition of the Property shall be contingent upon the approval on or before
26 March 15, 2011, by the County Board of Directors of the Authorization to Purchase and the approval
27 of the Agreement. This contingency will be removed from escrow upon the receipt of the
28 Agreement signed by the County Board of Directors. If such contingency has not been satisfied by

1 March 15, 2011, then either party may thereafter terminate this Agreement upon notice to the other.
2 13. Grantor, his, her, their assigns and successors in interest, shall be bound by all the
3 terms and conditions contained in this agreement, and all the parties thereto shall be jointly and
4 severally liable thereunder.

MAYFAIR REALTY INC., A DELAWARE CORPORATION

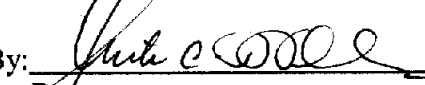
5
6
7 Dated: 11-9-2010

By: 

8
9 Dated: 11-9-2010

By: 

10
11
12 APPROVED AS TO FORM:
13 PAMELA J. WALLS
14 County Counsel

15 By: 
16 Deputy

17
18 ATTEST:
19 KECIA HARPER-IHEM
20 Clerk of the Board

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

21 Dated: _____

22 By: _____
23 Deputy

By: _____
MARION ASHLEY, Chairman
Board of Directors

24
25
26
27
28