

321



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Economic Development Agency

SUBMITTAL DATE:

June 17, 2010

SUBJECT: Resolution No. 2010-176, Authorization to Purchase Real Property in the City of Indio, County of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2010-176, Authorization to Purchase Real Property known as Assessor's Parcel Number 614-340-020, consisting of a .83 +/- acre parcel located in the City of Indio at a purchase price of \$316,000, plus related transactional costs in the amount of \$19,800;
2. Approve the Acquisition Agreement for the purchase of Assessor's Parcel Number 614-340-020 and authorize the Chairman of the Board to execute the documents necessary to complete the purchase;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 335,800	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10
SOURCE OF FUNDS: Palm Desert Redevelopment Pass-Through Funds			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
 Nays: None
 Absent: Ashley
 Date: June 29, 2010
 xc: EDA, Auditor(2), E.O.

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.: 3.15 of 6/15/10

District: 4

Agenda Number:

3.33

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY:
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
BY:
CYNTHIA M. GUNZEL
Departmental Concurrence

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

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or his designee to certify acceptance and execute any documents as part of this transaction and administer all actions necessary to complete this transaction; and
4. Authorize the Auditor-Controller to amend the Economic Development Agency's FY 2009/2010 Real Property budget as specified on Schedule "A."

BACKGROUND:

The County of Riverside is interested in purchasing this real property to potentially develop a health services clinic that could provide no-cost primary health care services to medically underserved people. The City of Indio and surrounding desert community residents would greatly benefit from these enhanced services. While the Economic Development Agency (EDA) will cover the cost for acquisition services at the time of this property transaction, the Palm Desert Redevelopment Pass Through Funds will reimburse EDA for these costs.

Notice of publication to satisfy the Government Code Section 6063 has been published on May 30, June 6, and June 13. See attached proof of publication.

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

FINANCIAL DATA:

The following summarizes the funding that would be necessary to acquire Assessor's Parcel Number 614-340-020:

Purchase Price:	\$316,000
Estimated Title and Escrow Charges	\$ 2,500
Appraisal Report	\$ 1,800
Notice of Publication	\$ 1,500
EDA Real Property Costs	<u>\$ 14,000</u>
Total Estimated Acquisition Costs:	\$335,800

While EDA will cover the cost for the land purchase, as well as due diligence services (Preliminary Title Report, Notice of Publication, and Appraisal), EDA requires a budget adjustment to its FY 2009/10 budget. It is understood that Palm Desert Redevelopment will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary for this transaction.

Schedule A

Decrease Estimated Revenues:

10000-7200400000-778330	Interfund-Salary Reimbursement	\$ 14,000
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Increase Estimated Revenues:

10000-7200400000-790500	Operating Transfers In	\$ 335,800
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Increase Appropriations:

10000-7200400000-526420	Advertising	\$ 1,500
10000-7200400000-525400	Title Company Services	\$ 2,500
10000-7200400000-524550	Appraisal Services	\$ 1,800
10000-7200400000-540040	Land	\$ 316,000

Increase Appropriations:

31540-1100100000-551000	Operating Transfer Out	\$335,800
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Decrease Reserved Net Assets

31540-1100100000-308158	Reserve for RDA Capital Improvements	\$335,800
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2
3 RESOLUTION NO. 2010-176
4 AUTHORIZATION TO PURCHASE REAL PROPERTY
5 CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA
6 ASSESSOR'S PARCEL NUMBER 614-340-020

7 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
8 County of Riverside in regular session assembled on June 29, 2010, that the Authorization to
9 Purchase Real Property from Indio Retail Property, LLC, located at Avenue 48, West of
10 Jackson Street, in the City of Indio, County of Riverside, State of California, identified by
11 Riverside County Assessor's Parcel Number 614-340-020, more particularly described in
12 Exhibit "A" attached hereto and thereby made a part hereof, consisting of a .83 +/- acre parcel
13 at a purchase price not to exceed Three Hundred Sixteen Thousand Dollars (\$316,000), plus
14 miscellaneous escrow, closing and due diligence costs in the approximate amount of
15 Nineteen Thousand Eight Hundred Dollars (\$19,800), is hereby approved.

16 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
17 Supervisors of the County of Riverside is authorized to execute the documents to complete the
18 purchase.

19 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
20 Officer/EDA or his designee, is authorized to execute any other necessary documents to
21 complete this purchase of real property.

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

ROLL CALL:

22 Ayes: Buster, Tavaglione, Stone, and Benoit
23 Nays: None
24 Absent: Ashley

25 The foregoing is certified to be a true copy of a resolution duly
adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: _____
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-15-10
DATE
SYNTHIA M. GUNZEL

CR:jw
05/24/10
151FM
13.312

Exhibit "A"

LEGAL DESCRIPTION

PARCEL 2 OF PARCEL MAP NO. 35883, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 226, PAGES 47 AND 48 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ANY INTEREST IN AND TO THE OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND THERMAL HEAT, IN OR UNDERLYING THE LAND WITHOUT HOVER, THE RIGHT OF SURFACE ENTRY AND WITHOUT THE RIGHT OF ENTRY IN AND TO THE SUBSURFACE THEREOF, AT A DEPTH OF LESS THAN 500 FEET BENEATH THE SURFACE, AS CONVEYED TO R W M C O, A CALIFORNIA CORPORATION BY DOCUMENT RECORDED APRIL 20, 1978 AS INSTRUMENT NO. 76519, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 614-340-020

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2 APN: 614-340-020
3 Address: Avenue 48, West of Jackson Street,
4 Indio, California

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ACQUISITION AGREEMENT

This Acquisition Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called "County", and Indio Retail Property, LLC, a California limited liability company, herein called "Grantor".

WHEREAS, the County desires to purchase and the Grantor desires to sell certain real property located in Indio, County of Riverside, State of California more particularly known as Assessor's Parcel Number 614-340-020, legally described in Exhibit "A", attached hereto and made a part hereof (the "Property").

Grantor has executed and will deliver to Janet M. Parks, EDA Development Manager for the County or to the designated escrow company, a Grant Deed dated _____, 2010, identifying Assessor's Parcel Number 614-340-020; in consideration of which it is mutually agreed as follows:

1. Effective upon the close of escrow, County shall:

A. Pay to the order of Grantor the sum of Three Hundred Sixteen Thousand Dollars (\$316,000) for the property, or interest therein, conveyed by said deed, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded, other than those being assigned), and taxes except: Those liens, encumbrances, and easements (other than monetary liens) shown on a Preliminary Title Report to be issued by Chicago Title Company and approved by Grantor within ten (10) days of receipt.



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

3 1. All real property taxes shall be prorated, paid, and canceled
4 pursuant to the provisions of Section 5081 et. seq. of the Revenue and Taxation Code.

5 2. County is authorized to pay from the amount shown in Paragraph
6 1 herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or
7 assessments that are due on the date title is transferred to, or possession is taken by the
8 County, whichever first occurs.

9 C. Pay fifty percent (50%) of all escrow, recording, reconveyance, and/or
10 any other fees incurred in this transaction, and if title insurance is desired by County, one
11 hundred percent (100%) of the premium charged therefore.

12 D. Accept the Property "as is, where is and with all faults." County agrees
13 that there have been no warranties or representations by Grantor of any kind concerning the
14 Property, except as expressly set forth in this Agreement. County warrants, represents and
15 agrees that it has been given the opportunity to 1) inspect the Property, 2) review Grantor's
16 records concerning the Property, 3) review the public record relating to the Property, and 4) to
17 conduct unlimited due diligence with respect to the suitability of the Property for County
18 purposes. Completion of the sale of the Property as provided herein constitutes County's
19 agreement to accept the Property "as is, where is and with all faults" and that Grantor shall
20 have no obligation to make repairs, replacements or improvements to the Property.

21 2. Effective upon the close of escrow, Grantor shall:

22 A. Pay fifty percent (50%) of all escrow, recording, reconveyance, and/or
23 any other fees incurred in this transaction

24 B. With respect to matters arising prior to close of escrow, indemnify,
25 defend, protect, and hold Agency/County, its officers, employees, successors, and assigns free



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

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

22 3. It is mutually understood and agreed by and between the parties hereto that the
23 right of possession and use of the Property by County, including the right to remove and
24 dispose of improvements, shall commence upon the close of escrow. The amount shown in
25 Paragraph 1 includes, but is not limited to, full payment for such possession and use.



1 4. Grantor recognizes and understands that the consideration hereunder may
2 originate from local, state, and/or federal sources; and therefore, County shall have the right to
3 terminate this Agreement if:

4 A. Such funding is reduced or otherwise becomes unavailable, based on
5 County's annual fiscal budget.

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

8 C. If County in its sole discretion determines that the Property is no longer
9 suitable for its use for any reason or cause. County shall provide Grantor with written
10 notification of its election to terminate this transaction at least fifteen (15) days prior to the date
11 of close of escrow. County's notice shall state reason for its termination.

12 5. Grantor shall have the right to terminate this Agreement if close of escrow does
13 not take place on or before July 31, 2010.

14 6. The performance by the County of its obligations under this Agreement shall
15 relieve the County of any and all further obligations or claims on account of the acquisition of
16 the Property referred to herein or on account of the location, grade, or construction of the
17 proposed public improvement.

18 7. This Agreement shall not be changed, modified, or amended except upon the
19 written consent of the parties hereto.

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

25 9. The acquisition of the Property shall be contingent upon the approval by the



1 County Board of Supervisors of the Authorization to Purchase and the approval of the
2 Agreement. This contingency will be removed from escrow upon the receipt of the Agreement
3 signed by the County Board of Supervisors.

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

8
9 Dated: _____

GRANTOR:

Indio Retail Property, LLC, a California
limited liability company

11
12 By: 
Dorene C. Dominguez, President

13
14 By: 
Patricia Green, Vice President

15 **ATTEST:**
16 Kecia Harper-Ihem
Clerk of the Board

COUNTY OF RIVERSIDE

17
18 By: 
Marion Ashley, Chairman
Board of Supervisors

19
20 By: 
Deputy

21 **APPROVED AS TO FORM:**
22 Pamela J. Walls
County Counsel

23
24 By: 
Synthia M. Gunzel
Deputy County Counsel

25
CR:jw
04/28/10
151FM
13.271

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 2 OF PARCEL MAP NO. 35883, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 226, PAGES 47 AND 48 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

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APN: 614-340-020

End of Legal Description



Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, #500
Riverside, CA 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

13.271\040110\151FM\CRjw

(Space above this line reserved for Recorder's use)

APN: 614-340-020
ADDRESS: Avenue 48, West of Jackson
Street, Indio

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Indio Retail Property, LLC

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the
real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: _____

GRANTOR:

Indio Retail Property, LLC

By: _____
Dorene C. Dominguez, President

By: _____
Patricia Green, Vice President

NOTARY ACKNOWLEDGMENT ATTACHED



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
Robert Field
Assistant County Executive Officer/EDA



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APN: 614-340-020

End of Legal Description

