

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

904 C



FROM: Economic Development Agency

SUBMITTAL DATE:  
August 19, 2010

SUBJECT: Resolution No. 2010-229, Approve the Purchase and Sale Agreement between the Redevelopment Agency for the County of Riverside and Desert Community College District, Thousand Palms area - 4th District

RECOMMENDED MOTION: That the Board of Supervisors

1. Conduct a joint public hearing with the Redevelopment Agency Board of Directors per Health and Safety Code 33431 and 33433; and
2. Adopt Resolution No. 2010-229, Approval to sell Real Property by the Redevelopment Agency for the County of Riverside known as Parcel B of Assessor's Parcel Numbers 650-331-029.

BACKGROUND: (Commences on page 2)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL  
DATA

Current F.Y. Total Cost:	\$ 0	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 DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: N/A

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 31, 2010  
xc: EDA, RDA, CIP

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

(Comp. Item 4.8)

Prev. Agn. Ref.: N/A

District: 4

Agenda Number:

9.10

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: *Michelle Clack*  
MICHELLE CLACK  
DATE: 7/28/10  
Departmental Christopher Hays

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

Resolution No. 2010-229, Approve the Purchase and Sale Agreement between the Redevelopment Agency for the County of Riverside and Desert Community College District, Thousand Palms area  
– 4th District  
August 19, 2010  
Page 2

**BACKGROUND:**

On August 20, 2007, a Memorandum of Understanding (MOU) was signed by the Riverside County Fire Department (RCFD), the Redevelopment Agency for the County of Riverside (RDA), the Desert Community College District (DCCD), and the Riverside County Sheriff's Department (RCSD). This MOU set forth the terms and conditions for the purchase of the Academy Parcel by DCCD and for the construction, operation, and maintenance of the facilities.

In accordance with the MOU, the Redevelopment Agency wishes to Deed the Academy Parcel (Parcel B) to DCCD. In addition, the MOU provides for the reimbursement of \$175,000, of which DCCD has already paid to the Agency and is being held in an escrow account for this purchase.

Summary Report is available for review by contacting this Agency.

Staff recommends the approval of Resolution No. 2010-229.

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

**BOARD OF SUPERVISORS**

**COUNTY OF RIVERSIDE**

**COUNTY RESOLUTION NO. 2010-229  
APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE  
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND DESERT  
COMMUNITY COLLEGE DISTRICT, THOUSAND PALMS AREA – 4<sup>TH</sup> 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 1-1986, Jurupa Valley, Mid-County, Desert Communities and the I-215 Corridor, as amended, (the "Project Areas"); and

**WHEREAS**, pursuant to the provisions of the Community Redevelopment Law, Section 33430 of the Health and Safety Code, the Agency may sell or convey, within a survey area or for purpose of redevelopment, any interest in real property; and

**WHEREAS**, the Agency owns and wishes to sell that certain portion of Assessor's Parcel Number 650-331-029, known as the Academy Parcel and further referenced as Parcel B of Exhibits "A" and "B" (Property), attached hereto and incorporated herein by reference, to the Desert Community College District; and

**WHEREAS**, the Property is in the unincorporated area of the community of Thousand Palms and is located within the Desert Communities Project Area (DCPA); and

**WHEREAS**, the sale of the Parcel B is for redevelopment purposes and will benefit the DCPA by providing for economic growth and will assist in the elimination of blight and is consistent with the implementation plan adopted pursuant to Section 33490 of the Health and Safety Code; and

**WHEREAS**, the consideration is not less than the fair reuse value at the use and provides for the covenants and conditions and development costs.

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 7/28/10



EXHIBIT A  
LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF LOT 68 OF TRACT NO. 23558-1 AS SHOWN BY MAP IN BOOK 234, PAGES 70 THROUGH 75 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID LOT 68;  
**THENCE** SOUTH 89°38'14" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 68 AND THE NORTHERLY RIGHT OF WAY LINE OF RAMON ROAD 110.00 FEET WIDE A DISTANCE OF 260.48 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION;  
**THENCE** NORTH 00°21'46" WEST 43.00 FEET;  
**THENCE** NORTH 89°38'14" EAST 36.00 FEET;  
**THENCE** NORTH 00°21'46" WEST 154.67 FEET;  
**THENCE** SOUTH 89°38'14" WEST 37.00 FEET;  
**THENCE** NORTH 00°21'46" WEST 41.33 FEET TO THE NORTHERLY LINE OF SAID LOT 68 AND THE SOUTHERLY RIGHT OF WAY LINE OF DATIL ROAD 60.00 FEET WIDE;  
**THENCE** SOUTH 89°38'14" WEST ALONG SAID NORTHERLY LINE AND SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET;  
**THENCE** WESTERLY 17.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°14'13";  
**THENCE** SOUTH 79°24'00" WEST 41.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 70.00 FEET;  
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**THENCE** NORTH 89°38'14" EAST ALONG SAID SOUTHERLY LINE AND NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 340.00 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF APPROXIMATELY 90,575 SQUARE FEET OR 2.079 ACRES.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND BY REFERENCE MADE A PART HEREOF.


  
09-17-2009  
MARK S. LAMOUREUX, P.L.S 5794  
REGISTRATION EXPIRES JUNE 30, 2010  
MSL JN 05031 EXHIBIT A BDY PCL A



EXHIBIT A  
LEGAL DESCRIPTION

PARCEL B

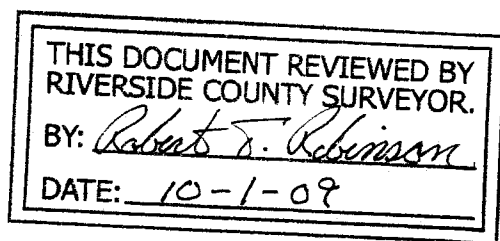
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**THENCE** SOUTH 00°01'20" EAST ALONG THE EASTERLY LINE OF SAID LOT 68 A DISTANCE OF 239.00 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF APPROXIMATELY 56,897 SQUARE FEET OR 1.306 ACRES.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND BY THE REFERENCE MADE A PART HEREOF.

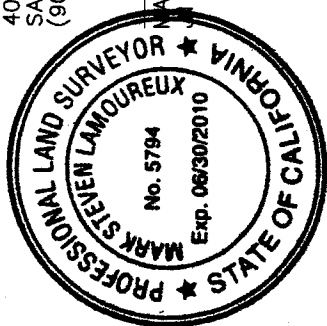
*Mark S. Lamoureux* 09-17-2009  
MARK S. LAMOUREUX, P.L.S 5794  
REGISTRATION EXPIRES JUNE 30, 2010  
MSL JN 05031 EXHIBIT A BDY PCL B



DATE: 10-1-09

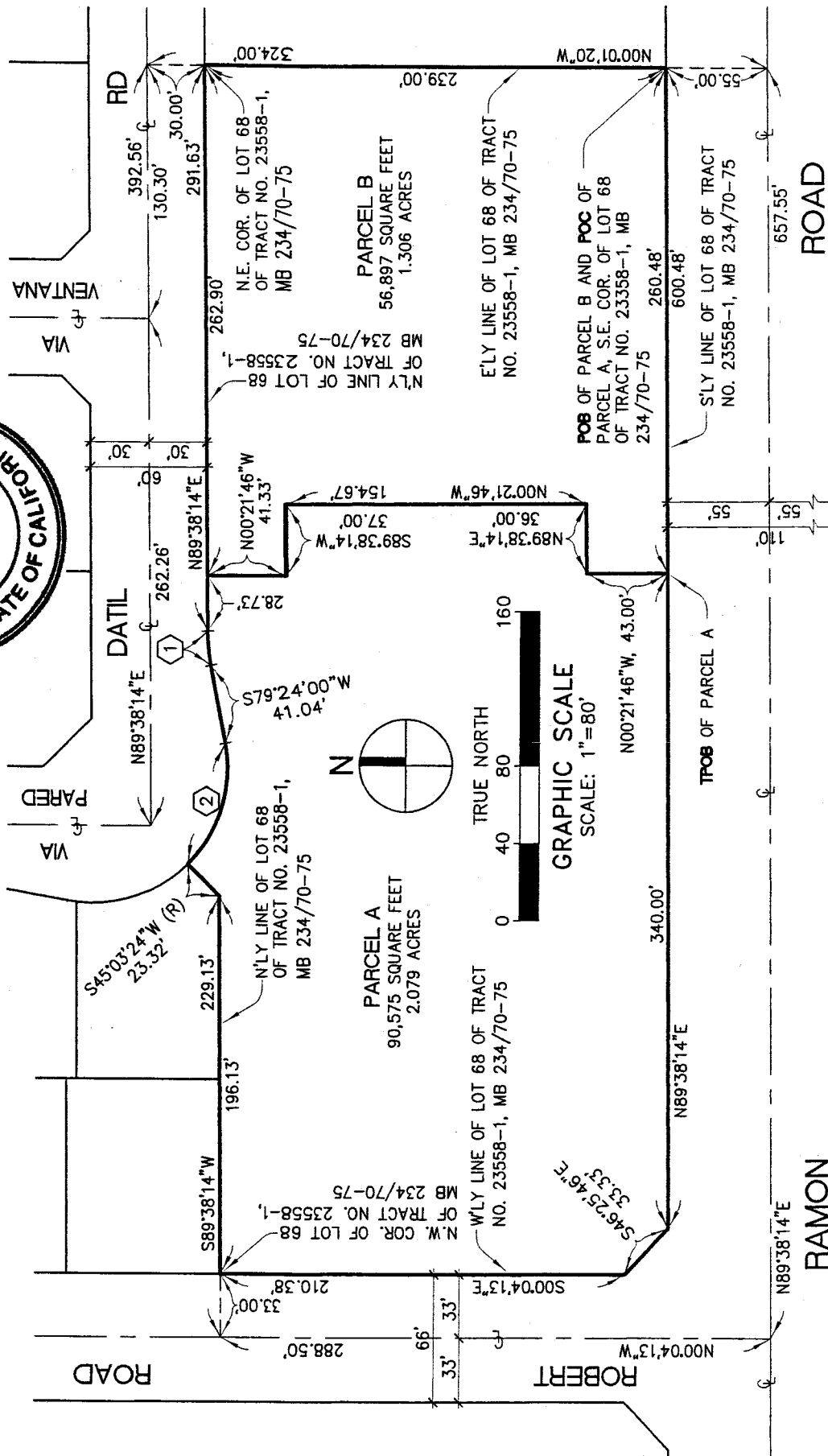
## CURVE DATA TABLE

NO.	Δ	RADIUS	LENGTH
①	10°14'13"	100.00'	17.87'
②	55°39'24"	70.00'	68.00'



MARK S. LAMOUREUX, PRESIDENT, PE, PLS  
MSL ENGINEERING, INC.  
402 W. ARROW HWY. SUITE 4  
SAN DIMAS, CA. 91773  
(909) 305-2395 FAX (909) 305-2397

09-17-09  
DATE  
RK S. LAMOUREUX  
05031-05031 Exhibit B Bdy.dwg  
PLOT DATE: 09-17-09



PURCHASE AND SALE AGREEMENT

This agreement is (the "Agreement"), dated as of July 7, 2010 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, (the "Agency"), and DESERT COMMUNITY COLLEGE DISTRICT, a California Community College District (the "District").

**WITNESSETH:**

WHEREAS, pursuant to Section 33430 of the Health and Safety Code, the Agency may sell or convey, within a survey area or for purpose of redevelopment, any interest in real property; and

WHEREAS, Agency is the fee simple owner of real property containing approximately 3.9 acres located in the Thousand Palms Area of District 4, more commonly described as Assessor's Parcel Number 650-331-029 (the "Property"), more particularly described in Exhibit "A" and as depicted on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the Property is located within the Thousand Palms Sub Area of Desert Communities Redevelopment Project Area; and

WHEREAS, Agency is willing to sell that portion of the Property referenced as Parcel B of Exhibits "A" and "B" ("Parcel B") on the terms and conditions set forth herein; and

WHEREAS, District desires to acquire Parcel B, consisting of real property and improvements, for the sum of one hundred seventy five thousand dollars (\$175,000); and

WHEREAS, District agrees to accept Parcel B without any warranty of title whatsoever, either expressed or implied, and on the terms and conditions hereinafter set forth; and

WHEREAS, District, any and all family members, and agents shall relinquish any and all previous, current, or anticipated claims which have been filed or may be filed in connection with prior project development.

**NOW, THEREFORE**, in consideration of the foregoing, and the covenants, conditions, provisions, and mutual promises contained herein, the parties mutually agree as follows:

1. District hereby agrees to purchase Parcel B of Exhibits "A" and "B" by a Grant



1 Deed, for the purchase price of \$175,000.

2         2.       District herein covenants by and for itself, its heirs, executors, administrator, and  
3 assigns, and all persons claiming under or through them, that there shall be no discrimination  
4 against or segregation of any person or group of persons on account of race, color, creed,  
5 religion, disability, sex or sexual orientation, marital status, ancestry or national origin in the  
6 sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein  
7 conveyed, nor shall the grantee, or any persons claiming under or through him or her,  
8 establish or permit any such practices of occupancy of tenants, lessees, subtenants,  
9 subleases or vendees in the land herein conveyed. The foregoing covenants shall run with  
10 the land.

11         3.       The District agrees that said Parcel B shall not be held for speculation and shall  
12 be used in accordance with the Redevelopment Plan for the Desert Communities Project  
13 Area.

14         4.       District warrants and acknowledges to and agrees with Agency that District is  
15 accepting the Parcel B subject to any and all servitudes and street and drainage right of way  
16 as shown or dedicated on any recorded map, plat, or survey or which has been previously  
17 granted or conveyed in favor of the County of Riverside and/or the Public.

18         5.       District acknowledges that Agency has not, does not and will not make any  
19 representation or warranty with regard to compliance with any environmental protection,  
20 pollution or land use laws, rules, regulations, orders or requirements, including, but not limited  
21 to those pertaining to the handling, generating, treating, storing or disposing of any hazardous  
22 waste or substance, as the terms, "hazardous waste" or "hazardous substance" are defined  
23 by any federal, state or local law, rule, regulation or requirement pertaining to Parcel B.

24         6.       District specifically acknowledges and agrees that it hereby waives releases and  
25 discharges any claim it has, might have had or may have against Agency with respect to the  
26 condition of Parcel B.

27         7.       District shall indemnify, defend (with counsel of Agency's choice) and hold  
28 harmless Agency and the County of Riverside, its employees, officials, and representatives

1 from all claims, losses, damages, actions and liabilities of whatsoever kind and nature related  
2 to or in any way connected with the conditions or maintenance of the Parcel B or this  
3 Agreement. District agrees to protect and defend, at its own expense, including attorney fees,  
4 Agency, its officers, employees and representatives from any and all legal action based upon  
5 any acts or omissions by any person or persons.

6 8. District acknowledges and agrees that they have inspected the Parcel B and  
7 accepts the Parcel B "AS IS" and fully assumes any and all risks thereof.

8 9. District acknowledges and agrees that the Agency will not be required to  
9 execute a parcel map for this conveyance, pursuant to Government Code Section Number  
10 66428, section (a) (2).

11 10. This "sale shall encompass actions pertaining to the County of Riverside, State  
12 of California, and all related Agencies of said County government  
13

14 11. All warranties and other obligations stated in this Agreement shall survive  
15 delivery of the deed.

16 12. Agency will execute and deliver to District, a Grant Deed identifying the  
17 Property.

18 13. The parties hereto, their assigns and successors in interest, shall be bound by  
19 all the terms and conditions contained in this Agreement, and all of the parties hereto shall be  
20 jointly and severally liable hereunder.

21 14. District shall pay for all fees and taxes levied or required by an authorized public  
22 entity. District shall also pay for all escrow fees, and if it desires title insurance, all title  
23 insurance fees as well.

24 15. Each paragraph and provision of this Agreement is severable from each other  
25 provision, and if any provision or part thereof is declared invalid, the remaining provisions  
26 shall remain in full force and effect.

27 16. Failure by a party to insist upon the strict performance of any of the provisions of  
28 this Agreement by the other party, or the failure by a party to exercise its rights upon the

1 default of the other party, shall not constitute a waiver of such party's right to insist and  
2 demand strict compliance by the other party with the terms of this Agreement thereafter.

3 17. Any action at law or in equity arising under this Agreement or brought by a party  
4 hereto for the purpose of enforcing, construing or determining the validity of any provision of  
5 this Agreement shall be filed in the consolidated Courts of Riverside County, State of  
6 California, and the parties hereto waive all provisions of law providing for the filing removal or  
7 change of venue to any other court or jurisdiction.

8 18. The persons executing this Agreement or exhibits attached hereto on behalf of  
9 the parties to this Agreement hereby warrant and represent that they have the authority to  
10 execute this Agreement and warrant and represent that they have the authority to bind the  
11 respective parties to this Agreement to the performance of its obligations hereunder.

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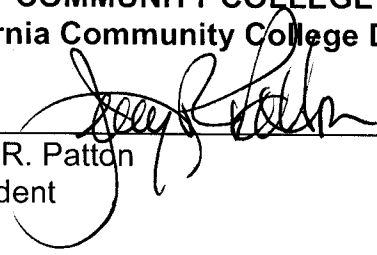
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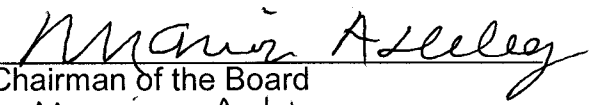
1 19. The Agreement is intended by the parties hereto as a final expression of their  
2 understanding with respect to the subject matter hereof and as a complete and exclusive  
3 statement of the terms and conditions thereof and supersedes any and all prior and  
4 contemporaneous leases, agreements and understandings, oral or written, in connection  
5 therewith. This Agreement may be changed or modified only upon the written consent of the  
6 parties hereto. Any ambiguity contained in the Agreement or any provision thereof shall not  
7 be construed against the party or parties responsible for drafting the Agreement.

8 IN WITNESS WHEREOF, the parties below hereby execute this Agreement on the  
9 date first above written.

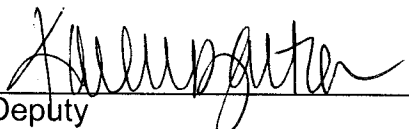
10 **DESERT COMMUNITY COLLEGE DISTRICT,**  
11 **a California Community College District**

12 By:   
13 Jerry R. Patton  
14 President

**REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE**

15  
16 By:   
17 Chairman of the Board  
18 Marion Ashley

19 **ATTEST:**  
20 **KECIA HARPER-IHEM**  
21 Clerk of the Board

22  
23 By:   
24 Deputy

25 **APPROVED AS TO FORM:**  
26 **PAMELA J. WALLS**  
27 Agency Counsel

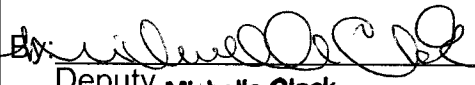
28  
By:  7/28/10  
Deputy **Michelle Clack**

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL A

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SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND BY REFERENCE MADE A PART HEREOF.

*Mark S. Lamoureux*

09-17-2009

MARK S. LAMOUREUX, P.L.S 5794  
REGISTRATION EXPIRES JUNE 30, 2010  
MSL JN 05031 EXHIBIT A BDY PCL A



EXHIBIT A  
LEGAL DESCRIPTION

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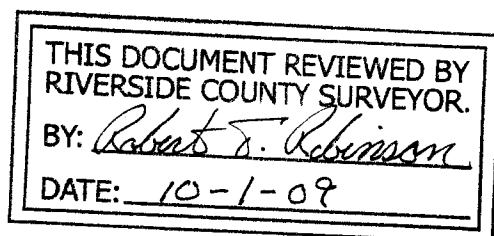
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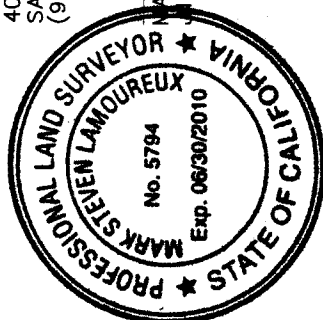


# EXHIBIT B

APN 650-331-029

## PREPARED BY

MARK S. LAMOUREUX, PRESIDENT, PE, PLS  
MSL ENGINEERING, INC.  
402 W. ARROW HWY, SUITE 4  
SAN DIMAS, CA. 91773  
(909) 305-2395 FAX (909) 305-2397



CURVE DATA TABLE			
NO.	Δ	RADIUS	LENGTH
①	101°4'13"	100.00'	17.87'
②	55°39'24"	70.00'	68.00'

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: Robert S. Robinson

DATE: 10-1-09

Mark S. Lamoureux 09-17-09  
DATE

MARK S. LAMOUREUX  
05031-05031 Exhibit B Bdy.dwg  
PLOT DATE: 09-17-09

