

Editor, Yuma Sun

With the profusion of grins one might think there was a Cheshire Cat convention being held downtown. In actuality it was the official groundbreaking for the debut of another hotel that is nigh on within a stone's throw of the existing hotel on city property (translation, taxpayer's land), that has already suffered the throes of a foreclosure. According to San Diego County Superior Court documents that unfortunate, but predictable event, was due in part to the negative economic impact of a nearby combination hotel and casino, yet our city fathers were giving themselves blisters shoveling dirt promoting still another hotel project.

This one, however, has a curious - even bizarre twist. Rather than being a part of the long term lease of the good folks of Yuma's property within the Riverfront Development, absent any public competitive process, the land for this project has been sold outright. How did the stewards of the public's trust allow this to happen? I'm glad you asked. Follow this close because it's important.

The master developer of the Riverfront Development has an exclusive 50 year lease on approximately 22 acres comprising the development area. The project is divided into various components and the agreement calls for the master developer to make use of other "component" developers. Carefully note, the master developer has a "leasehold" interest only, therefore any interest of a component developer can be no greater than leasehold as well.

There's the rub (with apologies to Shakespeare). In this deal the master developer assigned his "leasehold" interest in the citizen's estate to the component developer (for how much we are not privy) and along the way mysteriously, magically what was leasehold became "fee simple" (absolute ownership of the public's property).

But wait! Were we not told that virtually contemporaneous with this most baffling transaction the public's property had been declared to be surplus? How then could surplus property remain a part of the Riverfront Development area and, equally important, how could the master developer have an assignable interest in what had become surplus? Further, is there not a proper process (as opposed to what transpired) for the disposition of the public's surplus property? Did not the Development and Disposition Agreement state that the city would only convey a leasehold interest in the riverfront property (except for the residential component)? Could the ever clever use of ab initio have come into play? Indeed, questions abound.

However, not to worry, all is not lost and hope springs eternal. Recently a Yuma Sun editorial assured us that one essential primary function of journalism was to inform the public and that information would bring about transparency to government and hold officials accountable. Moreover, in its watchdog role, journalistic light would shine in corners where it may otherwise never be seen. Ah yes, even so Yuma Sun, shine on!

Phil Clark