

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

725



FROM: Redevelopment Agency

SUBMITTAL DATE:
May 12, 2011

SUBJECT: RDA Resolution No. 2011-015, Approval of the Mission Plaza Project and Authorization to Purchase Real Property in the Unincorporated Community of Rubidoux- District 2

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program, attached hereto as EA1206001902, based on the findings incorporated therein;
2. Adopt the Mission Plaza project as described in the Initial Study/Mitigated Negative Declaration;

(Continued)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Executive Director

| | | | | |
|-----------------------|-------------------------------|--------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 1,593,000 | 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

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY *Elizabeth J. Olson*
Elizabeth J. Olson

Prev. Agn. Ref.: 3.2 of 11/2/10; 4.2 of 11/2/10 | District: 2 | Agenda Number: 4.9

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY *Samuel Wong* 5/11/11
 DATE: 5-10-11
 ANITA C. WILLIS

FORM APPROVED COUNTY COUNSEL
 BY *Samuel Wong* 5-10-11
 DATE: 5-10-11
 ANITA C. WILLIS

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

RECOMMENDED MOTION: (Continued)

3. Adopt RDA Resolution No. 2011-015, Authorization to Purchase Real Property in the unincorporated community of Rubidoux, APNs 181-020-030 and 181-020-031 between the Redevelopment Agency and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust;
4. Allocate the sum of \$1,593,000 for the purchase of real property and miscellaneous costs from the JVPA Capital Improvement Funds;
5. Approve and Authorize the Chairman of the Board of Directors to execute the attached agreement of Purchase and Sale and Joint Escrow Instructions between the Redevelopment Agency for the County of Riverside and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust;
6. Authorize and direct Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and,
7. Authorize the Executive Director of the Redevelopment Agency or designee to take all necessary steps to implement the agreement of purchase and sale and joint escrow instructions including signing subsequent and necessary related documents to complete this transaction.

BACKGROUND: (Commences on Page 3)

BACKGROUND:

The Mission Plaza Improvement Project is described as approximately 31-acres of land located within Mission Boulevard to the north, Tilton Avenue to the south, Riverview Drive to the west, and Briggs Street to the east, and situated in the Jurupa Valley Redevelopment Project Area. The Redevelopment Agency (RDA), in its continuing commitment to eliminate blight within the Jurupa Valley Project Area, is proposing the redevelopment of the Mission Plaza shopping center and surrounding properties. The project includes: (i) the acquisition and remediation of the property identified as 5786 Mission Boulevard, (ii) redevelopment of all land and buildings located within the Mission Plaza Project area, (iii) land use entitlements, specifically a general plan amendment, change of zone, and conditional use permit; (iv) street improvements to Mission Boulevard, Briggs Road, Tilton Avenue and Riverview Drive, and the addition of two new roads extending between Riverview Drive and the residential site to the south; (v) water and sewer line connections to facilities owned and operated by the Rubidoux Community Services District (RCSD); and (vi) the installation of storm drains and utility relocations.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, an Initial Study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from purchase and subsequent development of the property. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and circulated for the mandated thirty day public review and comment period from April 12, 2011 to May 11, 2011.

Pursuant to CEQA Section 15074, the Board shall consider all comments received during the review period prior to adoption of the IS/MND. The comment letters and responses are included in the IS/MND.

Pursuant to CEQA (Public Resources Code Section 21081.6), the Board is required to adopt a reporting and monitoring plan for the mitigation measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the IS/MND presented to the Board for adoption is designed to ensure compliance during project implementation.

The Initial Study identified that former uses of the property located at 5786 Mission Boulevard, also known as Assessor's Parcel Numbers 181-020-030 and 181-020-031, resulted in impacts to the soil by petroleum hydrocarbons. The Initial Study determined that with implementation of mitigation measures requiring remediation of the site prior to subsequent development would reduce impacts to less than significant levels.

RDA staff has successfully negotiated the acquisition of the subject property which consists of approximately 0.36 acres or 15,682 square feet owned by Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust, at a purchase price of \$1,065,000 plus miscellaneous costs. This value is consistent with current property values in the area based on an independent fee appraisal report.

It is recommended that the Board of Directors adopt Resolution No. 2011-015 authorizing the purchase of the subject property and the allocation of needed funds from the JVPA Capital Improvement Funds.

Notice of publication to satisfy California Government Code 6063 has been completed.

FINANCIAL DATA: (Commences on Page 4)

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of Assessor's Parcel Numbers 181-020-030 and 181-020-031:

| | |
|-------------------------------------|-------------|
| Acquisition: | \$1,065,000 |
| Estimated Title and Escrow Charges: | \$ 8,000 |
| Acquisition Administration: | \$ 20,000 |
| Environmental: | \$ 500,000 |
| Total Estimated Acquisition Costs: | \$1,593,000 |

Attachments:

Resolution No. 2011-015
Advertisement
Environmental Study
Purchase & Sale Agreement

**THE
PRESS-
ENTERPRISE**

**CLASSIFIED
ADVERTISING**

PROOF

Printed by: Walker, Brittany
at: 10:24 am
on: Thursday, Apr 28, 2011

Ad #: 10637191

3512 Fourteenth St.
Riverside, CA 92501-3878
1-800-514-7253
951-684-1200
951-368-9006 Fax

Account Information

Phone #: (951) 955-4820
Name: ECONOMIC DEVELOPMENT
AGENCY
Address: 3403 TENTH ST

RIVERSIDE CA 92501-3813

Acct #: 097576
Client:
Placed by: Ruth Andrews
Fax #: (951)

Ad Information

Classification: Public Notices
Publications: Press-Enterprise
Internet

Start date: 05-01-11
Stop date: 05-15-11
Insertions: 6

Rate code: Open
Ad type: Ad Liner
Taken by: Walker, Brittany

Size: 1x101.360
Bill size: 102.00x 5.14 agate lines

Amount due: **\$1,655.16**

Ad Copy:

**NOTICE OF INTENT TO
PURCHASE OF REAL PROP-
ERTY BY THE REDEVELOP-
MENT AGENCY IN THE
UNINCORPORATED COMMU-
NITY OF RUBIDOUX ASSES-
SOR PARCEL NUMBERS
181-020-030
& 181-020-031
(Second Supervisorial
District)**

Notice is hereby given pursuant to California Health and Safety Code Section 33397 and Government Code 6063 that the Redevelopment Agency for the County of Riverside, "the Agency", intends to purchase real property identified as Assessor Parcel Numbers 181-020-030 & 181-020-031 and the Board of Directors of the Redevelopment Agency will consider Resolution Number 2011-015 and the Agreement of Purchase and Sale and Joint Escrow Instructions on May 24, 2011, at 9:00 a.m., or as soon thereafter as the Board agenda permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

It is proposed that the Board approve the Agreement of Purchase and Sale and Joint Escrow Instructions by and between the Redevelopment Agency for the County of Riverside and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust. The proposed agreement specifies that the real property, known as Assessor Parcel Numbers 181-020-030 & 181-020-031, consisting of .36 acres, located at 5786 Mission Boulevard in the unincorporated community of Rubidoux of the County of Riverside, will be purchased for a total price of \$1,065,000 plus escrow fees.

At anytime, no later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th Street Suite 500, Riverside, CA 92501 or by calling Candice Etter, Real Property Agent at (951) 955-4214.

2
3 **RDA RESOLUTION NO. 2011-015**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE UNINCORPORATED**
5 **AREA OF RUBIDOUX – APNs 181-020-030 and 181-020-031**
6 **(Second Supervisorial District)**
7

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

13 **WHEREAS**, on July 9, 1996 the Riverside County Board of Supervisors adopted
14 Ordinance No. 762/763 amending and merging several project areas and approving
15 the redevelopment plan for the Jurupa Valley Project Area, hereinafter “Project Area”;
16 and

17 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, Agency
18 began receiving tax increment from the Project Area in December 1986, and continues
19 to receive annual tax increment revenue; and

20 **WHEREAS**, pursuant to the provisions of the Community Redevelopment Law,
21 Section 33391 of the Health and Safety Code, the Agency may acquire, within a survey
22 area or for purpose of redevelopment, any interest in real property; and

23 **WHEREAS**, the Agency has negotiated a purchase price of \$1,065,000, plus
24 miscellaneous cost, for real property identified as Assessor’s Parcel Numbers 181-
25 020-030 and 181-020-031, hereinafter “Property”, more particularly described in Exhibit
26 “A”, attached hereto; and

27 **WHEREAS**, the Property is located in the Rubidoux Sub-Area of the Jurupa
28 Valley Project Area; and

FORM APPROVED COUNTY COUNSEL
5-10-11
NITIA S. WILLIS

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WHEREAS, the Agency is purchasing the Property for redevelopment purposes that will assist in implementing the Project Area's redevelopment plan and help the Agency in meeting its goal of eliminating blighting conditions with the Project Area; and

WHEREAS, the Property consists of 15,682 square feet and is improved with a restaurant, no longer in business; and

WHEREAS, prior to using the Property for the purposes described in the Plan, Agency understands and agrees to fully comply with the California Environmental Quality Act.

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Redevelopment Agency for the County of Riverside, State of California, in regular session assembled on May 24, 2011, as follows:

1. That the Board of Directors hereby finds and declares that the above recitals are true and correct.

2. That the Redevelopment Agency for the County of Riverside is authorized to purchase Property identified as Assessor's Parcel Numbers 181-020-030 and 181-020-031.

3. That the purchase price for the Property is \$1,065,000.

4. That an additional \$528,000 is approved to cover any miscellaneous costs.

5. That the Chairman of the Board of Directors is hereby authorized to execute any and all documents necessary to purchase the Property.

6. That the Executive Director of the Redevelopment Agency or designee is hereby authorized to take the necessary actions and execute any related documents to complete this purchase.

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NOTICE OF INTENT TO PURCHASE OF REAL PROPERTY BY THE
REDEVELOPMENT AGENCY IN THE UNINCORPORATED COMMUNITY OF
RUBIDOUX ASSESSOR PARCEL NUMBERS 181-020-030 & 181-020-031

(Second Supervisorial District)

Notice is hereby given pursuant to California Health and Safety Code Section 33397 and Government Code 6063 that the Redevelopment Agency for the County of Riverside, the "Agency," intends to purchase real property identified as Assessor Parcel Numbers 181-020-030 & 181-020-031 and the Board of Directors of the Redevelopment Agency will consider Resolution Number 2011-015 and the Agreement of Purchase and Sale and Joint Escrow Instructions on May 24, 2011, at 9:00 a.m., or as soon thereafter as the Board agenda permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

It is proposed that the Board approve the Agreement of Purchase and Sale and Joint Escrow Instructions by and between the Redevelopment Agency for the County of Riverside and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust. The proposed agreement specifies that the real property, known as Assessor Parcel Numbers 181-020-030 & 181-020-031, consisting of .36 acres, located at 5786 Mission Boulevard in the unincorporated community of Rubidoux of the County of Riverside, will be purchased for a total price of \$1,065,000 plus escrow fees.

At anytime, no later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th Street Suite 500, Riverside, CA 92501 or by calling Candice Etter, Real Property Agent at (951) 955-4214.

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
BY AND BETWEEN**

Allie T. Mallad 1990 Living Trust

AS SELLER

AND

**REDEVELOPMENT AGENCY FOR THE COUNTY OF
RIVERSIDE**

AS BUYER

RELATING TO

Assessor's Parcel Numbers: 181-020-030 & 181-020-031

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AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this ____ day of _____, 2011, by and between REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate and politic ("Buyer"), and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust ("Seller").

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement the following terms will be defined as follows:

(a) **"Effective Date"**: The Effective Date is the date on which this Agreement is fully executed by both Buyer and Seller and delivered to both parties as listed on the signature page of this Agreement;

(b) **"Property"**: Seller is the owner of certain real property consisting of .36 acre parcels located at 5786 Mission Blvd., also known as Assessor's Parcel Numbers 181-020-030 & 181-020-031, in an unincorporated part of Riverside County known as Rubidoux, California, more particularly described in Exhibit A attached hereto and incorporated herein;

(c) **"Purchase Price"**: The Purchase Price for the Property is One Million Sixty Five Thousand Dollars (\$1,065,000);

(d) **"Escrow Holder"**: Orange Coast Title Company at the address set forth in subparagraph (h) below.

(e) **"Title Company"**: Orange Coast Title Company at the address set forth in subparagraph (h) below. The title order number is 140-1157078-32 and Manny Villalobos is the Title Officer;

(f) **"Closing" and "Close of Escrow"**: Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Paragraph 5.1) is recorded in the official records of the County of

1 Riverside;

2 (g) **"Closing Date"**: The Closing Date shall be on or before June 30, 2011,
3 unless otherwise mutually agreed to by both parties;

4 (h) **"Notices"**: Will be sent as follows to:

5 Seller: Allie T. Mallad, Trustee
6 Allie Mallad
7 PO Box 5186
8 Dearborn, MI 48128
9 Email: alliemallad@hotmail.com

10 Buyer: REDEVELOPMENT AGENCY FOR
11 COUNTY OF RIVERSIDE
12 3403 10th Street, Suite 500
13 Riverside, California 92501
14 Attn: Michael Romo
15 Telephone: (951) 955-9275
16 Fax No: (951) 955-4837
17 Email: mromo@rivcoeda.org

18 Escrow Holder: ORANGE COAST TITLE COMPANY
19 3536 Concours Drive, Suite 120
20 Ontario, California 91764
21 Attn: Irene Genders
22 Telephone: (909) 987-5433
23 Fax: (909) 980-8824
24 Email: ireneg@octitle.com

25 Title Company: ORANGE COAST TITLE COMPANY
26 3536 Concours Drive, Suite 120
27 Ontario, California 91764
28 Attn: Manny Villalobos, Title Officer
Telephone: (909) 987-5433
Fax: (909) 297-2547
Email: mannyv@octitle.com

(i) **"Exhibits"**:
Exhibit A - Legal Description
Exhibit B - Form of Deed

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, together with all easements, appurtenances thereto and all improvements and fixtures situated thereon, as more specifically identified in Exhibit A which is attached hereto and incorporated

1 herein by this reference. It is also mutually understood and agreed between Buyer and Seller
2 that within ten (10) business days after the Close of Escrow, Seller shall remove all personal
3 property, usable fixtures, and equipment in such a way as to not disturb property. The Buyer is
4 to be held harmless and free of any liability that may result from the removal of tangible
5 property during or beyond the Close of Escrow. In the event Seller does not remove personal
6 property, usable fixtures, or equipment, Buyer has the sole and subjective right to dispose of
7 any and all items at their discretion and at anytime beyond ten (10) days after the Close of
8 Escrow.

9 3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

10 Agreement. Upon the approval of this Agreement by the Board of Directors of
11 Buyer (the "Board") and execution by the Chairman of the Board (the date upon which this
12 Agreement has been fully executed and delivered to both parties is the "**Effective Date**"),
13 Buyer shall order the full Purchase Price, plus costs to cover Buyer's escrow fees and any
14 other applicable fees as may be required in Paragraph 11 below, and shall deposit into Escrow
15 the sum in the form of a cashier's check or other immediately available funds payable to the
16 order of Escrow Holder. Should Escrow be unable to close immediately, due to unforeseen
17 circumstances, Escrow Holder shall deposit said funds in an interest bearing account for the
18 benefit of Buyer which shall be applied against the Purchase Price at closing and any
19 overages, including the interest, shall be returned to Buyer at Close of Escrow.

20 4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow
21 Holder within three (3) business days after the Effective Date by delivery to Escrow Holder a
22 fully executed original Agreement (or original counterpart thereof) and such date shall be the
23 official "Opening Date" of Escrow referenced herein. This purchase shall be contingent upon
24 the approval of this Agreement and an "Authorization to Purchase" by the Board. Such
25 contingency will be removed upon Escrow's receipt of Agreement signed by the Chairman of
26 the Board. Buyer and Seller agree to execute any additional instructions reasonably required
27 by the Escrow Holder. If the Closing of escrow has not occurred on or before June 30, 2011,
28 then the Seller, may terminate this Agreement by giving Buyer and Escrow written notice of

1 such termination and the parties shall be relieved from any liabilities and/or obligations under
2 this Agreement. If there is a conflict between any printed escrow instructions and this
3 Agreement, the terms of this Agreement will govern.

4 5. **Deliveries to Escrow Holder.**

5 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause
6 to be delivered to Escrow Holder the following items:

7 (a) A Grant Deed ("**Grant Deed**"), in the form attached to this
8 Agreement as Exhibit B, duly executed and acknowledged by Seller and in recordable form
9 conveying the Property to Buyer; and

10 (b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA**
11 **Certificate**").

12 5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner
13 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause
14 to be delivered to Escrow Holder the following items:

15 (a) The Purchase Price in accordance with Paragraph 3.1; and

16 (b) The amount due Seller and any third parties, if any, after the
17 prorations are computed in accordance with Paragraph 12.

18 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other
19 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
20 otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title
21 Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the
22 Internal Revenue Code.

23 6. **Condition of Title.**

24 6.1 At the Close of Escrow, fee simple title to the Property will be conveyed
25 to Buyer by Seller by Grant Deed subject only to the following matters ("**Permitted**
26 **Exceptions**");

27 (a) A lien for local real property taxes and assessments not then
28 delinquent;

1 (b) Matters of title respecting the Property approved or deemed
2 approved by Buyer in accordance with this Agreement;

3 (c) Matters affecting the condition of title to the Property created by
4 or with the written consent of Buyer; and

5 (d) Façade Program, obligations and or encumbrances with
6 Redevelopment Agency for the County of Riverside Façade Easement Agreement dated
7 November 22, 2006. Buyer hereby accepts assignment from Seller of, and releases Buyer
8 therefrom, any and all obligations under the Façade program, including any obligations pre-
9 dating the Close of Escrow.

10 7. **Conditions to the Close of Escrow.**

11 7.1 Conditions Precedent to Buyer's Obligations. The following conditions
12 must be satisfied not later than the Closing Date of such period of time as may be specified
13 below:

14 (a) Title. Buyer has obtained a preliminary report for the Property
15 prepared by the Title Company dated as of February 11, 2011 and referenced as Order No.
16 140-1157078 together with copies of the documents described in such report. Buyer hereby
17 objects to exceptions; #10, Identified as "An unrecorded Lease of said land upon the terms,
18 covenants and provisions therein provided, a memorandum thereof being Recorded: April 8,
19 1981 as instrument No. 62005, Official Records - Lessor Texaco Inc - Lessee Glendale
20 Federal Savings and Loan Association, a United States Corporation," #11 "Identified as "A
21 Lease of said land upon the terms, covenants and provisions therein provided - Recorded April
22 8, 1981 as Instrument No. 62006, Official Records - Lessor - Texaco Inc - Lessee Glendale
23 Federal Savings and Loan Association, a United States Corporation," and #17 "A Deed of Trust
24 to Secure the indebtedness of an Amount: \$335,000.00, Trustor Allie T Mallad, Trustee of the
25 Allie T. Mallad 1990 Living Trust - Trustee Property Guarantee Company, Inc., a California
26 Corporation - Beneficiary Patricia J. Traviss 2001 Charitable Remainder Unitrust dated June
27 28, 2001, Patricia J. Traviss, Trustee - Dated August 19, 2008, Recorded 8/26/2008 as
28 Instrument No. 2008-0469421. Official Records" as shown in the preliminary report. Seller will

1 have ten (10) days after the Effective Date to advise Buyer that:

2 (i) Seller will remove any objectionable exceptions to title or
3 obtain appropriate endorsements to the title policy on or before the Closing Date; or

4 (ii) Seller will not cause the exceptions to be removed. If
5 Seller advises Buyer that it will not cause the exceptions to be removed, Buyer will have ten
6 (10) days to elect, at its sole remedy, to:

7 (a) Proceed with the purchase and acquire the
8 Property subject to such exceptions without reduction in the Purchase Price; or

9 (b) Either renegotiate this Agreement or cancel the
10 Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case
11 any deposit together with interest thereon will be returned to Buyer and the cancellation costs
12 will be borne by Buyer.

13 If Buyer does not give Seller notice of its election within such ten (10)
14 day period, Buyer will be deemed to have approved the condition of title to the Property and
15 elected to proceed with this transaction, provided that, under no circumstances shall there be
16 deemed acceptance as to exception number 17, the Deed of Trust in the amount of \$335,000.

17 If Seller commits to remove any objection to title and fails to do so by the
18 Closing Date, Seller will be in default under this Agreement and Buyer may, at Buyer's election,
19 terminate this Agreement and pursue its remedies as set forth herein.

20 (b) Title Insurance. As of the Close of Escrow, the Title Company
21 will issue or have committed to issue the Title Policy (as defined in Paragraph 10) to Buyer with
22 only the Permitted Exceptions.

23 (c) Delivery of Information. Seller has or, within ten (10) days after
24 the Opening of Escrow, shall deliver to Buyer the original or true copies of all surveys, plans
25 and specifications, building conditions audits, past hazardous material studies, as-built
26 drawings, building permits, certificates of occupancy, certificates of completion, soil reports,
27 engineers' reports, other contracts, but not limited to, studies and similar information which
28 Seller may have in its possession relating to the Property. Except as specifically set forth

1 herein, such items shall be delivered by Seller to Buyer and shall be to the best of Seller's
2 actual knowledge true and correct and complete copies of the items in Seller's possession and
3 except as expressly set forth herein, Seller makes no warranty regarding the contents of such
4 items. If the Escrow shall fail to close for any reason, all such items shall be immediately
5 returned to Seller.

6 The conditions set forth in this Paragraph are solely for the benefit of
7 Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any
8 condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

9 The Close of Escrow and Buyer's obligations with respect to this
10 transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date of
11 the items described in Sections 5 and 6 and the removal of the items described in Paragraph
12 7.1(a).

13 7.2 Conditions Precedent to Seller's Obligations. The following shall be
14 conditions precedent to Seller's obligation to consummate the purchase and sale transaction
15 contemplated herein:

16 (a) Buyer shall have delivered to Escrow Holder, prior to the Closing
17 for disbursement as directed hereunder, all cash or other immediately available funds from
18 Buyer in accordance with this Agreement; and

19 (b) Buyer shall have delivered to Escrow Holder the items described
20 in Paragraphs 5.2 and 5.3.

21 (c) Buyer hereby represents that, absent this agreement to transfer
22 the property by voluntary sale, Buyer would recommend to the Riverside County Board of
23 Supervisors and or the Board of the Redevelopment Agency for the County of Riverside that
24 one or both of those Boards issue the various approvals and adoptions that would be
25 necessary to authorize the acquisition of the Property by condemnation.

26 7.3 Termination of Agreement. In the event that, for any reason, the Closing
27 does not occur on or before the Closing Date, then Seller shall have the right to terminate this
28 Agreement upon written notice to the Buyer and to the Escrow holder. If the Seller elects to

1 terminate, then the Parties hereto shall be relieved from any liabilities and/or obligations under
2 this Agreement.

3 8. **Due Diligence by Buyer.**

4 8.1 Matters To Be Reviewed. Buyer must complete its due diligence and
5 approve the following matters not later than thirty (30) days following the Effective Date (the
6 "**Due Diligence Period**"). Seller shall cooperate with Buyer in its investigation. Buyer shall
7 have the right, at Buyer's sole expense and risk and following not less than one (1) business
8 day's prior notice to Seller, to have its representatives, employees, contractors, subcontractors
9 and agents ("Buyer's Representatives") enter upon the Property, at reasonable times, to
10 conduct any and all tests, inspections and studies as Buyer may deem necessary and
11 desirable, subject to the provisions of this Section, with respect to the following; provided,
12 however, Buyer shall be responsible for any damage or loss to the Property caused by any
13 entry onto or activities upon or about the Property by Buyer's Representatives, and Buyer
14 agrees to indemnify, defend and hold harmless Seller from any and all losses, damages, costs,
15 liabilities and expenses resulting therefrom reasonably and actually incurred by Seller:

16 (a) The physical condition of the Property at the time of sale,
17 including without limitation, any structural components, electrical, system, plumbing or any
18 irrigation system, paving, soil conditions, the status of the Property with respect to hazardous
19 and toxic materials, if any, and in compliance with all applicable laws, including any laws
20 relating to hazardous and toxic materials and all applicable government ordinances, rules and
21 regulations and evidence of Seller's compliance therewith including without limitation zoning
22 and building regulations;

23 (b) All applicable government ordinances, rules and regulations and
24 evidence of Seller's compliance therewith including without limitation zoning and building
25 regulations; and

26 (c) All licenses, permits and other governmental approvals and/or
27 authorizations relating to the Property which shall remain in effect after the Close of Escrow.

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8.2 Notice and Resolution of Objections.

(a) If Buyer fails to notify Seller in writing of any objections to items (a) and (b) in Paragraph 8.1 above or to request an extension prior to the end of the Due Diligence Period then Buyer shall be deemed to have approved such items and elected to proceed with the acquisition of the Property;

(b) If Buyer notifies Seller in writing of any objections to the condition of the Property at the time of sale or any other matters relating to the Property as set forth in Paragraph 8.1 prior to the end of the Due Diligence Period, the parties will have five (5) business days to agree upon a resolution of the objections(s); provided however, that if, as a result of investigations and inspections any deficiencies are found or repairs are needed, the cost to remedy such deficiencies or to make such repairs shall be the exclusive responsibility of the Seller. In the event that Seller fails to remedy such deficiencies or to make such repairs within a reasonable time period then Buyer may terminate this Agreement by written notice to Seller and Escrow.

(c) In the absence of a timely objection or notice of termination, Buyer will be deemed to have knowingly approved the condition of Property at the time of sale and waived any of its objections, and this Agreement will continue in full force and effect.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was:

(a) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

(i) Would appear as an exception to the Title Policy; or
(ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 15.2; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely affect the acquisition, development, sale or use of the Property for Buyer's intended purpose; then Buyer is entitled to treat such new matter as a failure of condition to the Close of Escrow.

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1 (b) If Buyer elects to treat such new matter as a failure of condition to
2 the Close of Escrow, Buyer must give notice to Seller of Buyer's election to terminate this
3 Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in
4 no event later than the Closing Date.

5 (c) However, if Buyer gives Seller notice of its election to terminate
6 this Agreement, Seller may elect, in its sole and absolute discretion by written notice to Buyer
7 and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice,
8 to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter,
9 Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order
10 to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to
11 correct the new matter by the Closing Date as extended, Buyer, as Buyer's sole remedy, may
12 terminate this Agreement.

13 **9. Representations.**

14 9.1 Representations. Buyer represents and warrants that prior to the Close
15 of Escrow, Buyer will have had the opportunity to make and will have made such an
16 investigation and inspection of all aspects of the condition of the Property as it has deemed
17 necessary or appropriate, including, but not limited to soils and the Property's compliance or
18 non-compliance with applicable laws, rules, regulations and ordinances (including any
19 Environmental Laws) as defined in Paragraph 15.1 and the existence or non-existence of
20 Hazardous Substances as defined in Paragraph 15.1 on, in or under the Property. Buyer
21 further represents and warrants that in purchase of the Property, Buyer is relying solely upon
22 its own investigations and inspections of same.

23 9.2 As-Is, Sale and Purchase.

24 (a) As-Is. Buyer represents, warrants, acknowledges and agrees
25 that Seller has not made, does not make and specifically negates and disclaims any
26 representations, warranties, promises, covenants, agreements or guaranties of any kind or
27 character whatsoever, whether express or implied, oral or written, past, present or future, of, as
28 to, concerning or with respect to Property, including but not limited to the following: (i) value of

1 the Property; (ii) suitability of the Property for any and all activities and uses which Buyer may
2 conduct therefrom or thereon; (iii) habitability, merchantability, marketability, profitability or
3 fitness for a particular purpose of the Property; (iv) manner, quality, state of repair or lack of
4 repair of the Property; (v) nature, quality or condition of the Property, including without
5 limitation, the water, soil and geology; (vi) compliance of or by the Property or by its operation
6 with any laws, rules, ordinances or regulations of any applicable governmental authority or
7 body; (vii) resources to be derived from the Property or the availability of water or other
8 resources to the Property; (viii) compliance with any Environmental Laws (as defined in
9 Paragraph 15) including but not limited to, environmental protection, pollution or Property use
10 laws, rules, regulations, order or requirements, including but not limited to California Healthy
11 and Safety Code, Federal Water Pollution Control Act, Federal Resource Conservation and
12 Recovery Act, United States Environmental Protection Agency Regulations, Resources
13 Conservation and Recovery Act of 1976 (CERCLA), Clean Water Act, Safe Drinking Water Act,
14 Hazardous Materials Transportation Act, any regulations promulgated under the foregoing; and
15 (ix) presence or absence of any Hazardous Substances, including but not limited to, hazardous
16 or toxic waste, substance or constituent as defined in any applicable federal, state or local law,
17 ordinance or regulation, or any other substance (including, any asbestos, asbestos containing
18 materials, polychlorinated biphenyls, oils, petroleum or any fraction thereof, or crude oil or any
19 fraction thereof, or any underground storage tanks at, on, under, or adjacent to the Property.
20 Buyer further acknowledges and agrees that the sale of the Property as provided for herein is
21 made on an "AS-IS" "WHERE-IS" condition and basis "WITH ALL FAULTS," and that Seller
22 has no obligation to make repairs, replacements or improvements thereto except as may be
23 expressly set forth in this Agreement. Buyer further acknowledges and agrees that any
24 information made available to Buyer or provided or to be provided by or on behalf of Seller with
25 respect to the Property was obtained from a variety of sources and that Seller has not made
26 any investigation or verification of such information and makes not representations as to the
27 accuracy or completeness of such information.

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1 9.3 Indemnification By Seller. Seller agrees to indemnify, defend and hold
2 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
3 expenses, including attorney's fees and costs, damages and losses, cause or causes of action
4 and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of
5 warranty or covenant by Seller in this Agreement.

6 9.4 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold
7 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,
8 including attorney's fees and costs, damages and losses, cause or causes or action and suit or
9 suits arising out of the ownership and/or operation of the Property after the Closing Date for
10 any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any
11 document delivered to Seller pursuant to this Agreement. This indemnification shall include all
12 costs and attorney fees.

13 10. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to
14 issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase
15 Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions
16 ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title
17 insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the
18 additional premium and costs of the policy survey for the ALTA Extended policy of title and the
19 cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election
20 to obtain an ALTA extended policy of title will not delay the Closing and Buyer's inability to
21 obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a
22 failure of any condition to Closing.

23 11. **Costs and Expenses.**

24 Seller will pay:

- 25 (a) Broker's commission
26 (b) Seller's share of prorations

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Buyer will pay:

- (a) All Escrow fees and costs
- (b) Buyer's share of prorations.
- (c) CLTA standard coverage title policy and Endorsements or Extended ALTA title coverage.
- (d) Environmental Audits.
- (e) All inspections of and entries onto the Property.

12. Prorations.

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Any prorate refund that will be due the Seller will be refunded to the Seller by the county Tax Collector/Assessor outside of Escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller represents and warrants that there are no active accounts associated with the Property.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property and therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

1 13. **Disbursements and Other Actions by Escrow Holder.** At the Close of
2 Escrow, Escrow Holder will promptly undertake all of the following:

3 13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited
4 with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit
5 all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11 and 12,
6 (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds
7 deposited by Buyer to Buyer.

8 13.2 Recording. Cause the Grant Deed to be recorded with the County
9 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

10 13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

11 13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the
12 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by
13 Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by
14 Buyer.

15 14. **Joint Representations and Warranties.** In addition to any express
16 agreements of the parties contained herein, the following constitute representations and
17 warranties of the parties each to the other:

18 14.1 Each party has the legal power, right and authority to enter into this
19 Agreement and to consummate this transaction.

20 14.2 The individuals executing this Agreement and the instruments
21 referenced herein on behalf of each party and the partners, officers or trustees of each party, if
22 any, have the legal power, right and actual authority to bind each party to the terms and
23 conditions of those documents.

24 14.3 This Agreement and all other documents required to close this
25 transaction are and will be valid, legally binding obligations of and enforceable against each
26 party in accordance with their terms, subject only to applicable bankruptcy, insolvency,
27 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the
28 rights of contracting parties generally.

1 15. **Hazardous Substances.**

2 15.1 Definitions. For the purposes of this Agreement, the following terms
3 have the following meanings:

4 (a) "Environmental Law" means any law, statute, ordinance or
5 regulation pertaining to health, industrial hygiene or the environment including, without
6 limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act
7 of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

8 (b) "Hazardous Substance" means any substance, material or waste
9 which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a
10 "pollutant" or which is or becomes similarly designated, classified or regulated under any
11 Environmental Law including asbestos, petroleum and petroleum products; and

12 (c) "Environmental Audit" means an environmental audit, review or
13 testing of the Property performed by Buyer or any third party or consultant engaged by Buyer to
14 conduct such study.

15 15.2 Seller's Representations and Warranties. Except as disclosed in the
16 Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement (and has
17 been disclosed to Seller as a result of Buyer's investigations at the Property, to Seller's current
18 actual knowledge:

19 (a) No additional Hazardous Substances exist now or have been
20 used or stored on or within any portion of the Property except those substances which are or
21 have been used or stored on the Property by Seller in the normal course of use and operation
22 of the Property and in compliance with all applicable Environmental Laws;

23 (b) There are and have been no federal, state or local enforcement,
24 clean-up, removal, remedial or other governmental or regulatory actions instituted or completed
25 affecting the Property;

26 (c) No claims have been made by any third party relating to any
27 Hazardous Substances on or within the Property; and

28 (d) There has been no disposal of Hazardous Substances or

1 accidental spills which may have contaminated the Property by the Seller. There has been no
2 on-site bulk storage of vehicle fuels or waste oils.

3 15.3 Notices Regarding Hazardous Substances. During the term of this
4 Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or the
5 Property may be subject to any threatened or pending investigation by any governmental
6 agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

7 15.4 Environmental Audit. Buyer has ordered and is conducting, at its sole
8 cost and expense, an Environmental Audit. It shall do so prior to the end of the Due Diligence
9 Period and may quit this transaction if Buyer identifies problems in its sole and subjective
10 judgment that would preclude continuing with this transaction:

11 (a) The Environmental Audit is conducted pursuant to standard
12 quality control/quality assurance procedures. Buyer provided Seller at least one (1) business
13 day's prior notice of any on-site testing of soil or subsurface conditions;

14 (b) Any groundwater, soil or other samples taken from the Property
15 will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable
16 laws. Buyer shall promptly restore the Property to the condition in which it was found
17 immediately prior to Buyer's Environmental Audit;

18 (c) Buyer will not conduct invasive testing of the building without
19 Seller's prior written consent; and

20 (d) Buyer hereby agrees to protect, indemnify, defend and hold
21 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
22 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,
23 employee's or independent contractor's) entries into the Property prior to the Close of Escrow
24 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
25 activities of Buyer.

26 (e) Based on the results of the Phase I and Phase II environmental
27 survey to date, Buyer and Seller acknowledge soil contamination was found. Buyer
28 acknowledges the contamination and accepts property in "as is" condition. Buyer and Seller

1 recognize that additional investigation for possible contamination below foundation is
2 warranted. If additional contamination is found, Buyer understands that ground water
3 contamination is possible, and Buyer is to bear the responsibility for further remediation at its
4 sole cost.

5 16. **Notices.** All notices or other communications required or permitted hereunder
6 must be in writing, and be personally delivered (including by means of professional messenger
7 service), sent by facsimile, or sent by registered or certified mail, postage prepaid, return
8 receipt requested to the addresses set forth in Paragraph 1(h). All notices sent by mail will be
9 deemed received three (3) days after the date of mailing and notices sent by facsimile shall be
10 deemed received upon sender's receipt of facsimile delivery confirmation.

11 17. **Legal and Equitable Enforcement of this Agreement.** Waiver of Specific
12 Performance and Lis Pendens: In the event the Close of Escrow and the consummation of the
13 transaction contemplated by this Agreement do not occur by reason of a material, uncured
14 default by Seller, Buyer will be entitled to payment of its reasonable out-of-pocket expenses
15 incurred in connection with the transaction. As material consideration to Seller's entering into
16 this Agreement with Buyer, Buyer may waive any right: (a) to pursue an action for the specific
17 performance of this Agreement and (b) to record or file a notice of lis pendens or notice of
18 pendency of action or similar notice against any portion of the Property.

19 18. **Miscellaneous.**

20 18.1 Counterparts. This Agreement may be executed in counter parts.

21 18.2 Partial Invalidity. If any term or provision of this Agreement shall be
22 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
23 be affected thereby and each remaining term and provision of this Agreement will be valid and
24 be enforced to the fullest extent permitted by law.

25 18.3 Waivers. No waiver of any breach of any covenant or provision
26 contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of
27 any other covenant or to, a licensed real estate broker (individual or corporate), agent, or finder
28 or other provision contained herein. No extension of time for performance or any obligation or

1 act will be deemed an extension of the time for, performance of any other obligation or act
2 except those of the waiving party which will be extended by a period of time equal to the period
3 of the delay.

4 18.4 Successors and Assigns. Neither party shall transfer or assign its rights
5 or responsibilities under this Agreement without the express written consent of the other party.

6 18.5 Entire Agreement. This Agreement (including all Exhibits attached
7 hereto) constitutes the entire contract between the parties hereto and may not be modified
8 except by an instrument in writing signed by the party to be charged.

9 18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that
10 time is strictly of the essence with respect to each and every term, condition, obligation and
11 provision hereof.

12 18.7 Governing Law. The parties hereto expressly agree that this Agreement
13 will be governed by, interpreted under, and construed and enforced in accordance with the
14 laws of the State of California. Venue for any proceeding related to this Agreement shall be in
15 the County of Riverside.

16 18.8 No Recordation. No memorandum or other document relating to this
17 Agreement shall be recorded without the prior written consent of Seller and Buyer.

18 18.9 Survival. Any provisions of this Agreement which by their terms require
19 performance by either party after the Close of Escrow shall survive the Close of Escrow.

20 18.10 Brokers. Seller and Buyer represent and warrant to the other that Seller
21 has employed a broker and/or finder to represent its interest in this transaction. Seller agrees
22 to indemnify and hold the Buyer free and harmless from and against any and all liability, loss,
23 cost, or expense (including court costs and reasonable attorney's fees) in any manner
24 connected with a claim asserted by any individual or entity for any commission or finder's fees
25 in connection with the conveyance of the Property arising out of agreements by the
26 indemnifying party to pay any commission or finder's fee.

27 18.11 Property Condition. Seller shall maintain the Property and shall deliver
28 the Property to Buyer in as substantially the same condition as the Property exists at the time of

1 execution of this Agreement by Seller.

2 18.12 Exhibits. Each exhibit attached hereto is incorporated herein by this
3 reference as if set forth in full in the body of this Agreement.

4 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and
5 approved by the Board of Directors of the Redevelopment Agency for the County of Riverside.

6 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
7 date and year set forth below.

8
9 Dated: 5/5/11

10 THE ALLIE T. MALLAD 1990 LIVING TRUST

11 By: Allie T. Mallad, Trustee
12 Allie T. Mallad, Trustee

13 REDEVELOPMENT AGENCY FOR THE
14 COUNTY OF RIVERSIDE

15 By: _____
16 Bob Buster
17 Chairman, Board of Directors

18
19 APPROVED AS TO FORM:
20 PAMELA J. WALLS, Agency Counsel

21 By: Anita C. Willis
22 Deputy ANITA C. WILLIS

23 ATTEST:
24 Kecia Harper-Ihem
25 Clerk of the Board

26 Dated: _____

27 By: _____

ATM

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 11 of Miller and Newman's Survey of Rubidoux Rancho, in the County of Riverside, State of California, as shown by map on file in book 7, page(s) 36 of maps, records of San Bernardino County, California, as that portion of Lot 8, as shown by plat of the survey of a portion of the Jurupa Rancho made January 30, 2882, at the request of P.D. Cover and others, in the City of Rubidoux, County of Riverside, State of California, on file in book 1, page(s) 68, of maps, records of San Bernardino County, California, described as follows:

Beginning at a point on the Northwesterly line of said Lot 8, which bears South 47° 42' West 5.72 feet from the most Northerly corner of said Lot, said point being on the Southerly right of way line of Mission Boulevard;

Thence South 55° 30' East, on the Southerly line of Mission Boulevard, 18.95 feet;

Thence South 31° 10' West 125.00 feet;

Thence North 58° 30' West, parallel with the Southerly line of Mission Boulevard, 142.29 feet, to the Southeasterly line of Riverview Avenue conveyed to the County of Riverside by deed filed for record October 22, 1940 as Instrument No. 1312;

Thence North 32° 42' 10" East, on the Southeasterly line of Riverside Avenue, 86.10 feet;

Thence Easterly, on a curve concave to the South, having a radius of 40 feet; through an angle of 85° 27' 50" an arc length of 61.76 feet, to a point on the Southerly line of Mission Boulevard;

Thence South 58° 50' East, on the Southerly line of Mission Boulevard, 81.05 feet, to the point of beginning.

Excepting therefrom the right of way for Jurupa Ditch.

Also excepting therefrom that portion thereof conveyed to the County of Riverside in deed, recorded March 30, 1981 as Instrument No. 55427 of Official Records of Riverside County, California.

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EXHIBIT B

Recorded at request of and return
to:
Redevelopment Agency for the
County of Riverside
Real Property Division
3403 10th Street , Suite 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)

MR:ra/040711/143ED/13.989

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

APN: 181-020-030 & 181-020-031

GRANT DEED

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

ALLIE T. MALLAD, TRUSTEE OF THE ALLIE T. MALLAD 1990 LIVING TRUST

GRANTS to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public
body, corporate and politic, organized and existing under, and by virtue of laws 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

AMA

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 11 of Miller and Newman's Survey of Rubidoux Rancho, in the County of Riverside, State of California, as shown by map on file in book 7, page(s) 36 of maps, records of San Bernardino County, California, as that portion of Lot 8, as shown by plat of the survey of a portion of the Jurupa Rancho made January 30, 2882, at the request of P.D. Cover and others, in the City of Rubidoux, County of Riverside, State of California, on file in book 1, page(s) 68, of maps, records of San Bernardino County, California, described as follows:

Beginning at a point on the Northwesterly line of said Lot 8, which bears South 47° 42' West 5.72 feet from the most Northerly corner of said Lot, said point being on the Southerly right of way line of Mission Boulevard;

Thence South 55° 30' East, on the Southerly line of Mission Boulevard, 18.95 feet;

Thence South 31° 10' West 125.00 feet;

Thence North 58° 30' West, parallel with the Southerly line of Mission Boulevard, 142.29 feet, to the Southeasterly line of Riverview Avenue conveyed to the County of Riverside by deed filed for record October 22, 1940 as Instrument No. 1312;

Thence North 32° 42' 10" East, on the Southeasterly line of Riverside Avenue, 86.10 feet;

Thence Easterly, on a curve concave to the South, having a radius of 40 feet; through an angle of 85° 27' 50" an arc length of 61.76 feet, to a point on the Southerly line of Mission Boulevard;

Thence South 58° 50' East, on the Southerly line of Mission Boulevard, 81.05 feet, to the point of beginning.

Excepting therefrom the right of way for Jurupa Ditch.

Also excepting therefrom that portion thereof conveyed to the County of Riverside in deed, recorded March 30, 1981 as Instrument No. 55427 of Official Records of Riverside County, California.

ATM

APN: 181-020-030 & 181-020-031

Dated: _____

THE ALLIE T. MALLAD 1990 LIVING TRUST

By: _____
Allie T. Mallad, Trustee

State of California)
County of _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

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.

Dated: _____

By: _____
Robert Field
Executive Director