

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

839



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
May 25, 2011

**SUBJECT:** Adoption of RDA Resolution No. 2011-019, Authorization to Purchase Real Property in the Unincorporated area of Lakeland Village/Wildomar, County of Riverside, California – District 1

**RECOMMENDED MOTION:** That the Board of Directors:

1. Adopt the Initial Study/Negative Declaration (IS/ND) attached hereto as Attachment A for Environmental Assessment ED1103100202, based on the findings incorporated therein;
2. Adopt RDA Resolution No. 2011-019, Authorization to Purchase Real Property located at 18641 Grand Avenue in the unincorporated area of Lakeland Village/Wildomar, Riverside County, California, also known as Assessor's Parcel Number 371-210-028;
3. Allocate the sum of \$481,250 for the purchase of real property, due diligence, appraisal, title and escrow fees, and labor expenses from the 1-1986 Redevelopment Project Area Capital Improvement Funds – Lakeland Village/Wildomar Sub-Area as needed for the completion of the project;

(Continued)

*Robert Field*

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 481,250	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

<b>SOURCE OF FUNDS:</b> 1-1986 Redevelopment Project Area Capital Improvement Funds – Lakeland Village/Wildomar Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 5/23/11  
 DATE: 5-18-11  
 ANITA C. WILLIS  
 Department of Finance

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

Prev. Agn. Ref.: N/A      ATTACHMENTS FILED WITH THE CLERK OF THE BOARD      District: 1      Agenda Number: 4.2

**RECOMMENDED MOTION:** (Continued)

4. Approve and authorize the Chairman of the Board of Directors to execute the attached Acquisition Agreement between the Redevelopment Agency for the County of Riverside and Elsinore Lodge No. 1021, Loyal Order of Moose Incorporated, a California corporation;
5. Authorize the Chairman of the Board of Directors to execute all documents related to this transaction;
6. Authorize and direct the 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 including executing associated documents in order to complete this purchase.

**BACKGROUND:**

The subject property consists of an existing building of approximately 3,750 square feet located on a 2.66 acre lot also known as Assessor's Parcel Number 371-210-028, in an unincorporated area of Lakeland Village/Wildomar, Riverside County, California, depicted in Attachment B attached hereto and incorporated herein

RDA staff has successfully negotiated the acquisition of the subject property at the purchase price of \$420,000 which is based on an independent fee appraisal report.

It is recommended that the Board of Directors adopt RDA Resolution No. 2011-019 authorizing the purchase of the subject property and the allocation of funds from the 1-1986 Redevelopment Project Area Capital Improvement Funds – Lakeland Village/Wildomar Sub-Area.

As the Lead Agency, the Redevelopment Agency for the County of Riverside (RDA) prepared an Initial Study for the proposed project.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, the Initial Study analyzed the proposed project to determine if any potential significant impacts upon the environment would result from project implementation.

The results of the analysis demonstrate that the project would not have any significant impacts on the environment. The Initial Study/Negative Declaration (IS/ND) public comment period ended on May 9, 2011. The IS/ND and Notice of Determination are included as Attachment A.

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

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

**FINANCIAL DATA:** (Commences on Page 3)

Redevelopment Agency

Adoption of RDA Resolution No. 2011-019, Authorization to Purchase Real Property in the Unincorporated area of Lake Elsinore, County of Riverside, California – District 1

May 25, 2011

Page 3

**FINANCIAL DATA:**

The following summarizes the costs necessary to purchase the real property identified as Assessor's Parcel Number 371-210-028.

Acquisition	\$ 420,000
Due Diligence Expenses	\$ 25,000
Real Property Appraisal	\$ 4,000
Title & Escrow Fees	\$ 5,000
Preliminary Title Report	\$ 450
Advertising	\$ 1,800
EDA Administrative Cost	\$ 25,000
Total	\$ 481,250

**Attachments:**

Attachment A - Initial Study/Negative Declaration (IS/ND)

Attachment B - Map

Agreement of Purchase and Sale and Joint Escrow Instructions

2  
3 **RESOLUTION NO. 2011-019**  
4 **AUTHORIZATION TO PURCHASE REAL PROPERTY**  
5 **IN THE UNINCORPORATED AREA OF LAKE ELSINORE**  
6 **IN THE COUNTY OF RIVERSIDE**  
7 **(First District)**  
8

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

14 **WHEREAS**, Agency has adopted a Redevelopment Plan, hereinafter referred to  
15 as the "Plan," for the 1-1986 Project Area, hereinafter referred to as "Project Area,"  
16 and

17 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the  
18 Agency began receiving tax increment from the Project Areas in January 2001, and  
19 continues 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, based on an independent appraisal report,  
24 negotiated a purchase price of \$481,250 for the purchase of real property, due  
25 diligence, appraisal, advertising, title and escrow fees for Assessor's Parcel Number  
26 371-210-028, hereinafter referred to as ("the Property"), more particularly described in  
27 Exhibit "A" attached hereto and incorporated herein by reference; and

28 ///

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* DATE: 5-18-11  
NANITA C. WILLIS

1           **WHEREAS**, the Property is owned by Elsinore Lodge 1021 Loyal Order of  
2 Moose Incorporated, a California corporation who wishes to sell the Property to  
3 Agency; and

4           **WHEREAS**, the Property is located in the unincorporated area of Lake Elsinore,  
5 and in the 1-1986 Project Area; and

6           **WHEREAS**, the Agency is purchasing the Property to assist the Agency in  
7 meeting its goal of enhancing communities within the County of Riverside and  
8 implementing the Plan for the 1-1986 Project Area; and

9           **WHEREAS**, prior to the Agency using the Property for purposes described in  
10 the Plan, the Agency agrees to fully comply with the California Environmental Quality  
11 Act.

12           **BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED** by the Board of  
13 Directors of the Redevelopment Agency for the County of Riverside, State of California,  
14 in regular session assembled on June 7, 2011, as follows:

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

17           2.       That the Redevelopment Agency for the County of Riverside is  
18 authorized to purchase real property known as Assessor's Parcel Number 371-210-  
19 028, more particularly described in Exhibit "A" for the amount of \$481,250 for the  
20 purchase of real property, due diligence, appraisal, advertising, title and escrow fees.

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

23           4.       That the Executive Director of the Redevelopment Agency or designee is  
24 hereby authorized to take necessary steps to complete this transaction including  
25 executing subsequent relevant and necessary documents.

26 ///  
27 ///

28 CO:ad/042611/398ED/14.021    S:\Real Property\TYPING\Docs-14.000 to 14.499\14.021.doc

# EXHIBIT "A"

## LEGAL DESCRIPTION

**The land referred to herein is situated in the State of California, County of Riverside, and described as follows:**

The southeasterly 305 feet of Lot(s) 28 of Block D of Elsinore, as shown by map of Resubdivision of said Block on file in Book 6 Page(s) 296, of Maps, Records of Records of San Diego County, California, said 305 feet being measured along the northeasterly line of said lot;

Excepting therefrom that portion thereof described as follows:

Beginning at the most easterly corner of said lot;

Thence northwesterly on the northeasterly line of said lot, 115 feet;

Thence southwesterly parallel with the southeasterly line of said lot, 250 feet;

Thence southeasterly parallel with the northeasterly line of said lot, 115 feet;

Thence northeasterly on the southeasterly line of said lot, 250 feet to the point of beginning;

Excepting therefrom that portion of Pamela Road by Resolution No. 94-007, recorded February 23, 1994 as Instrument No. 75869 of Official Records of Riverside County, California.

APN 371-210-028

(End of Legal Description)

Attachment B



**Selected parcel(s):**  
371-210-028

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Tue Apr 26 09:23:09 2011

Version 101221

**Account Information**

Phone #: (951) 955-2207  
Name: RIVERSIDE CNTY FACILITIES  
MGMT  
Address: 3133 MISSION INN AVE  
  
RIVERSIDE CA 92507  
  
Acct #: 286110  
Client:  
Placed by: Craig Olsen  
Fax #: (951)

**Ad Copy:**

**NOTICE OF INTENT TO PURCHASE OF REAL  
PROPERTY BY THE REDEVELOPMENT  
AGENCY IN THE UNINCORPORATED  
AREA OF LAKE ELSINORE  
ASSESSOR'S PARCEL NUMBER 371-210-028  
(First 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's Parcel Number 371-210-028 and the Board of Directors of the Redevelopment Agency will consider Resolution Number 2011-019 and Agreement of Purchase and Sale and Joint Escrow Instructions on June 7, 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 Elsinore Lodge No. 1021, Loyal Order of Moose Incorporated, a California corporation and the Redevelopment Agency for the County of Riverside. The proposed agreement specifies that the real property, known as Assessor's Parcel Number 371-210-028, consisting of an existing building of approximately 3,750 square feet located on a 2.66 acre lot on Grand Avenue in the unincorporated area of Lake Elsinore, County of Riverside, will be purchased for a total price of \$420,000 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 Craig Olsen, Real Property Agent at (951) 955-4840. 5/2, 9, 16

**Ad Information**

Classification: Legals  
Publications: Press-Enterprise

Start date: 05-02-11  
Stop date: 05-16-11  
Insertions: 3

Rate code: LE-County  
Ad type: Ad Liner  
Taken by: Tinajero, Maria

Size: 2x49.420  
Bill size: 99.00x 5.14 agate lines

Amount due: **\$366.30**



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

**ELSINORE LODGE NO. 1021, LOYAL ORDER OF MOOSE  
INCORPORATED, A CALIFORNIA CORPORATION**

**AS SELLER**

**AND**

**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**

**AS BUYER**

**RELATING TO**

**ASSESSOR'S PARCEL NUMBER 371-210-028 LOCATED AT  
18641 GRAND AVENUE, LAKE ELSINORE, CALIFORNIA**



1 building of approximately 3,750 square feet located on a 2.66 acre lot also known as  
2 Assessor's Parcel Number 371-210-028, in an unincorporated area of Riverside County,  
3 California, more particularly described in Exhibit A attached hereto and incorporated herein;

4 (c) **"Purchase Price"**: The Purchase Price for the Property is Four  
5 Hundred Twenty Thousand Dollars (\$420,000.00);

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

8 (e) **"Title Company"**: Stewart Title Company at the address set forth in  
9 subparagraph (h) below. The title order number is 363852 and Norm Burdick is the Title  
10 Officer;

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

15 (g) **"Closing Date"**: The Closing Date shall be on or before August 1,  
16 2011, unless otherwise agreed to by both parties;

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

18 Seller: Rick Christie or Kenny Teyler  
19 Elsinore Moose Lodge  
20 18641 Grand Avenue  
21 Lake Elsinore, CA 92530  
22 Telephone: (951) 678-3950

23 Buyer: REDEVELOPMENT AGENCY FOR  
24 COUNTY OF RIVERSIDE  
25 3403 10<sup>th</sup> Street, Suite 500  
26 Riverside, California 92501  
27 Attn: Craig Olsen  
28 Telephone: (951) 955-4840  
Fax No: (951) 955-4837  
Email: [CAOlsen@rivcoeda.org](mailto:CAOlsen@rivcoeda.org)

1 Escrow Holder: STEWART TITLE COMPANY  
2 2010 Main Street, Suite 250  
3 Irvine, California 92614  
4 Attn: Grace Kim  
5 Telephone: (949) 224-8606  
6 Fax: (714) 242-9886  
7 Email: [gkim@stewart.com](mailto:gkim@stewart.com)

8 Title Company: STEWART TITLE COMPANY  
9 Norm Burdick  
10 7065 Indiana Ave Suite 100  
11 Riverside, CA 92506  
12 Telephone: (951)276-2700  
13 Email: [nburdick@stewart.com](mailto:nburdick@stewart.com)

- 14 (i) **Exhibits:**  
15 Exhibit A - Legal Description  
16 Exhibit B - Form of Deed

17 2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in  
18 this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the  
19 Property, together with all easements, appurtenances thereto and all improvements and  
20 fixtures situated thereon.

21 3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:  
22 Upon the approval of this Agreement and execution by the Board of Directors (the date upon  
23 which this Agreement has been fully executed and delivered to both parties is the "**Effective**  
24 **Date**"), Buyer shall order the full purchase price, plus costs to cover buyer's escrow fees and  
25 shall deposit the sum in the form of a cashier's check or other immediately available funds  
26 payable to the order of Escrow Holder. Should escrow be unable to close immediately, due to  
27 some unforeseen circumstances, Escrow Holder shall deposit said funds in an interest bearing  
28 account which shall be applied against the Purchase Price at closing and any overages  
including the interest shall be returned to Buyer at close of escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow  
Holder within three (3) business days after the Effective Date by delivery to Escrow Holder a

1 fully executed originally executed counterparts of this Agreement and this date shall be the  
2 official Opening Date of Escrow referenced herein. This purchase shall be contingent upon the  
3 approval by the Board of Directors of the Authorization to Purchase and the approval of  
4 the Purchase and Sale and Joint Escrow Instructions document. This contingency will be  
5 removed from escrow upon the receipt of the Signed Purchase and Sale Agreement and Joint  
6 Escrow Instructions document signed by the Board of Directors. Buyer and Seller agree to  
7 execute any additional instructions reasonably required by the Escrow Holder. In the event the  
8 Board of Directors has not approved this Agreement on or before June 1, 2011, this Agreement  
9 shall be null and void and both parties shall be relieved from any liabilities and/or obligations  
10 under this Agreement. If there is a conflict between any printed escrow instructions and this  
11 Agreement, the terms of this Agreement will govern.

12           5.       **Deliveries to Escrow Holder.**

13                   5.1       By Seller.     On or prior to the Closing Date, Seller will deliver or cause  
14 to be delivered to Escrow Holder the following items:

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

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

20                   5.2       By Buyer.     On or prior to the Closing Date (and in any event in a manner  
21 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause  
22 to be delivered to Escrow Holder the following items:

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

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

26                   5.3       By Buyer and Seller.   Buyer and Seller will each deposit such other  
27 instruments consistent with this Agreement as are reasonably required by Escrow Holder or  
28 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title

1 Company as the “**Reporting Person**” for the transaction pursuant to Section 6045(e) of the  
2 Internal Revenue Code.

3           **6. Condition of Title.**

4           6.1       At the Close of Escrow, fee simple title to the Property will be conveyed  
5 to Buyer by Seller by Grant Deed subject only to the following matters (“**Permitted**  
6 **Exceptions**”):

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

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

11                   (c)       Matters affecting the condition of title to the Property created by  
12 or with the written consent of Buyer.

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

14           7.1       Conditions Precedent to Buyer’s Obligations. The following conditions  
15 must be satisfied not later than the Closing Date or such other period of time as may be  
16 specified below:

17                   (a)       Title. Buyer has obtained a preliminary report for the Property  
18 prepared by the Title Company dated as of January 27, 2011, and referenced as Order No.  
19 363852 together with copies of the documents described in such report. Buyer hereby objects  
20 to exceptions A, B, C, 6, 7, 8, 9, 10, and 11 as shown in the preliminary report. Seller will have  
21 ten (10) days after the Effective Date to advise Buyer that:

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

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

27                           (iii)       Proceed with the purchase and acquire the Property  
28 subject to such exceptions without reduction in the Purchase Price; or

1 (iv) Renegotiate the terms and conditions set forth in this  
2 Agreement; or

3 (v) Cancel the Escrow and this Agreement by written notice  
4 to Seller and the Escrow Holder, in which case any deposit together with interest thereon will  
5 be returned to Buyer and the cancellation costs will be borne by Buyer.

6 Buyer's failure to give Seller notice of its election within such ten (10)  
7 day period shall not result in any conditional of title having been deemed approved. Any  
8 approval of a condition of title must be by affirmative act, in writing by the Buyer's authorized  
9 representative.

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

13 (b) Title Insurance. As of the Close of Escrow, the Title Company  
14 will issue or have committed to issue the Title Policy to Buyer with only the Permitted  
15 Exceptions.

16 (c) Delivery of Information. Within ten (10) days after the Opening of  
17 Escrow, seller shall deliver to buyer the original or true copies of all surveys, plans and  
18 specifications, residential disclosure statements (as required), building conditions audits, past  
19 hazardous material studies, as-built drawings, building permits, certificates of occupancy,  
20 certificates of completion, soil reports, engineers' reports, other contracts, but not limited to,  
21 studies and similar information which it may have in its possession relating to the Property  
22 except as specifically set forth herein, such items shall be delivered by Seller to Buyer and  
23 shall be to the best of Seller's actual knowledge true and correct and complete copies of the  
24 items in Seller's possession and except as expressly set forth herein, Seller makes no warranty  
25 regarding the contents of such items. If the Escrow shall fail to close for any reason, all such  
26 items shall be immediately returned to Seller.

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

4           The Close of Escrow and Buyer's obligations with respect to this  
5 transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the  
6 items described in Paragraph 5 and 6.1 and the removal of the items described in Paragraph  
7 7.1.

8           7.2 Conditions Precedent to Seller's Obligations. The following shall be  
9 conditions precedent to Seller's obligation to consummate the purchase and sale transaction  
10 contemplated herein:

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

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

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

19           7.3 Termination of Agreement. In the event that, for any reason, the Closing  
20 does not occur on or before the Closing Date, either party to this Agreement, who is not in  
21 default of its obligations under this Agreement, shall have the right to terminate this Agreement  
22 upon written notice to the other party and to Escrow Holder. Unless Seller is materially in  
23 default hereunder, failure by Buyer to cause Escrow to close on or before the Closing Date  
24 shall constitute a material Buyer default as a result of which Seller may elect to terminate this  
25 Agreement and the Escrow created hereunder.

26           8. **Due Diligence By Buyer.**  
27  
28



1           8.1   Matters To Be Reviewed. Buyer must complete its due diligence and  
2 approve the following matters not later than ninety (90) days following the Effective Date (the  
3 **“Due Diligence Period”**). Seller shall cooperate with Buyer in its investigation.

4           (a)   The physical condition of the Property at the time of sale,  
5 including without limitation, any structural components, electrical, system, plumbing or any  
6 irrigation system, paving, soil conditions, the status of the Property with respect to hazardous  
7 and toxic materials, if any, and in compliance with all applicable laws, including any laws  
8 relating to hazardous and toxic materials and all applicable government ordinances, rules and  
9 regulations and evidence of Seller’s compliance therewith including without limitation zoning  
10 and building regulations;

11           (b)   All applicable government ordinances, rules and regulations and  
12 evidence of Seller’s compliance therewith including without limitation zoning and building  
13 regulations; and

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

16           8.2   Notice and Resolution of Objections.

17           (a)   If Buyer fails to notify Seller in writing of any objections to items  
18 (a) and (b) in Paragraph 8.1 above or to request an extension prior to the end of the Due  
19 Diligence Period such failure shall not be considered a waiver and Buyer shall not be deemed  
20 to have approved such items and nor shall Buyer have been deemed to have elected to  
21 proceed with the acquisition of the Property;

22           (b)   If Buyer notifies Seller in writing of any objections to the condition  
23 of the Property at the time of sale or any other matters relating to the Property as set forth in  
24 Section 8.1 prior to the end of the due diligence period, the parties will have five (5) business  
25 days to agree upon a resolution of the objections(s); provided however, that if, as a result of  
26 investigations and inspections any deficiencies are found or repairs are needed, the cost to  
27 remedy such deficiencies or to make such repairs shall be the exclusive responsibility of the  
28 Seller. In the event that Seller fails to remedy such deficiencies or to make such repairs within

1 a reasonable time period then Buyer may terminate this Agreement by written notice to Seller  
2 and Escrow.

3 (c) There shall be no waiver or deemed approval in the absence of a  
4 timely objection or notice of termination. Upon notice of such failure to timely object or notice  
5 of termination, Buyer shall have the opportunity to affirmatively approve or disapprove the  
6 condition of the property

7 8.3 Material New Matters. If Buyer discovers any new matter prior to close  
8 of escrow which was:

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

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

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

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

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

1 terminate this Agreement.

2           9.     **Investigation and Inspection.** Buyer represents and warrants that prior to the  
3 Close of Escrow, Buyer will have had the opportunity to make and will have made such an  
4 investigation and inspection of all aspects of the condition of the Property as it has deemed  
5 necessary or appropriate, including, but not limited to soils and the Property's compliance or  
6 non-compliance with applicable laws, rules, regulations and ordinances (including any  
7 Environmental Laws) as defined in Paragraph 15.1 and the existence or non-existence of  
8 Hazardous Substances as defined in Paragraph 15.1 on, in or under the Property. Buyer  
9 further represents and warrants that in purchase the Property, Buyer is relying solely upon its  
10 own investigations and inspections of same.

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

21           11.    **Costs and Expenses.**

22                   Seller will pay:

- 23                   (a)     CLTA standard coverage policy;  
24                   (b)     Seller's escrow fees and costs; and  
25                   (c)     Seller's share of prorations.

26  
27                   Buyer will pay:

- 28                   (a)     Buyers escrow fees and costs;

- 1 (b) Any title endorsements; and
- 2 (c) Buyer's share of prorations.

3  
4 **12. Prorations.**

5 12.1 Tax Exempt Agency. All parties hereto acknowledge that the buyer is  
6 public entity and exempt from payment of any real property taxes. There will be no proration of  
7 taxes through escrow. Seller will be responsible for payment of any real property taxes due  
8 prior to close of escrow. In the event any real property taxes are due and unpaid at the close  
9 of escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds  
10 due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept  
11 partial payment of an installment of the real property due at the close of escrow. At the close of  
12 escrow, the Buyer will file any necessary documentation with the County Tax  
13 Collector/Assessor for the property tax exemption. Any prorated refund that will be due the  
14 Seller will be refunded to the Seller by the county Tax Collector/Assessor outside of escrow  
15 and Escrow Holder shall have no liability and/or responsibility in connection therewith.

16 12.2 Utility Deposits. Seller will notify all utility companies servicing the  
17 Property of the sale of the Property to Buyer and will request that such companies send Seller  
18 a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the  
19 utility companies that all utility bills for the period commencing on the Close of Escrow are to be  
20 sent to Buyer. In addition to the Purchase Price, Buyer will pay to Seller an amount equal to the  
21 total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's  
22 right, title and interest in any such utility deposits. If Seller receives a bill for utilities provided to  
23 the Property for the period prior to the Close of Escrow, Seller will pay the bill.

24 12.3 Method of Proration. For purposes of calculating prorations, Buyer shall  
25 be deemed to be in title to the Property and therefore entitled to the income there from and  
26 responsible for the expenses thereof for the entire day upon which the Closing occurs. All  
27 prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five  
28 (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant

1 to this Paragraph 12 shall survive the Closing and shall not merge into any documents of  
2 conveyance delivered at Closing.

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

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

10 13.2 Recording. Cause the Grant Deed to be recorded with the County  
11 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

12 13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

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

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

20 14.1 Each party has the legal power, right and authority to enter into this  
21 Agreement and to consummate this transaction.

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

26 14.3 This Agreement and all other documents required to close this  
27 transaction are and will be valid, legally binding obligations of and enforceable against each  
28 party in accordance with their terms, subject only to applicable bankruptcy, insolvency,

1 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the  
2 rights of contracting parties generally.

3           15.   **Hazardous Substances.**

4                   15.1   Definitions. For the purposes of this Agreement, the following terms  
5 have the following meanings:

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

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

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

17                   15.2   Seller's Representations and Warranties. Except as disclosed in the  
18 Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement, to  
19 Seller's current actual knowledge.

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

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

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

1 (d) There has been no disposal of Hazardous Substances or  
2 accidental spills which may have contaminated the Property. There has been no on-site bulk  
3 storage of vehicle fuels or waste oils.

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

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

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

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

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

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

27 16. **Notices.** All notices or other communications required or permitted hereunder  
28 must be in writing, and be personally delivered (including by means of professional messenger

1 service) or sent by registered or certified mail, postage prepaid, return receipt requested to the  
2 addresses set forth in Paragraph 1 (h). All notices sent by mail will be deemed received three  
3 (3) days after the date of mailing.

4 **17. Miscellaneous.**

5 17.1 Counterparts. This Agreement may be executed in counterparts.

6 17.2 Partial Invalidity. If any term or provision of this Agreement shall be  
7 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not  
8 be affected thereby and each remaining term and provision of this Agreement will be valid and  
9 be enforced to the fullest extent permitted by law.

10 17.3 Waivers. No waiver of any breach of any covenant or provision  
11 contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of  
12 any other covenant or to, a licensed real estate broker (individual or corporate), agent, or finder  
13 or other provision contained herein. No extension of time for performance or any obligation or  
14 act will be deemed an extension of the time for, performance of any other obligation or act  
15 except those of the waiving party which will be extended by a period of time equal to the period  
16 of the delay.

17 17.4 Successors and Assigns. Neither party shall transfer or assign its rights  
18 or responsibilities under this Agreement without the express written consent of the other party.

19 17.5 Entire Agreement. This Agreement (including all Exhibits attached  
20 hereto) constitutes the entire contract between the parties hereto and may not be modified  
21 except by an instrument in writing signed by the party to be charged.

22 17.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that  
23 time is strictly of the essence with respect to each and every term, condition, obligation and  
24 provision hereof.

25 17.7 Governing Law. The parties hereto expressly agree that this Agreement  
26 will be governed by, interpreted under, and construed and enforced in accordance with the  
27 laws of the State of California. Venue for any proceeding related to this Agreement shall be in  
28 the County of Riverside.



1           17.8 No Recordation. No memorandum or other document relating to this  
2 Agreement shall be recorded without the prior written consent of Seller and Buyer.

3           17.9 Survival. Any provisions of this Agreement which by their terms require  
4 performance by either party after the Close of Escrow shall survive the Close of Escrow.

5           17.10 Brokers. Seller and Buyer represent and warrant to the other that  
6 neither Buyer nor Seller has employed any broker and/or finder to represent its interest in this  
7 transaction. Each party agrees to indemnify and hold the other free and harmless from and  
8 against any and all liability, loss, cost, or expense (including court costs and reasonable  
9 attorney's fees) in any manner connected with a claim asserted by any individual or entity for  
10 any commission or finder's fees in connection with the conveyance of the Property arising out  
11 of agreements by the indemnifying party to pay any commission or finder's fee.

12           17.11 Exhibits. Each exhibit attached hereto is incorporated herein by this  
13 reference as if set forth in full in the body of this Agreement.

14           17.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate  
15 Buyer's obligations hereunder without Seller's prior written consent, which may be withheld in  
16 Seller's sole discretion.

17 ///  
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28

1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and  
2 approved by the Board of Directors of the Redevelopment Agency for the County of Riverside.  
3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and  
4 year set forth below.

5 Dated: \_\_\_\_\_

6 ELSINORE LODGE NO. 1021, LOYAL  
7 ORDER OF MOOSE INCORPORATED, A  
8 CALIFORNIA CORPORATION

9 By: K. A. TYLEN  
10 Name: KENY TYLEN  
11 Its: Gouern

12 By: Richard S. Christie  
13 Name: Richard S. Christie  
14 Its: Administrator

15 REDEVELOPMENT AGENCY FOR THE  
16 COUNTY OF RIVERSIDE

17 By: \_\_\_\_\_  
18 Bob Buster  
19 Chairman, Board of Directors

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

22 By: Pamela J. Walls  
23 Deputy

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

27 By: \_\_\_\_\_

28 CO:ra/051611/398ED/13.994 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.994.doc

# EXHIBIT "A"

## LEGAL DESCRIPTION

**The land referred to herein is situated in the State of California, County of Riverside, and described as follows:**

The southeasterly 305 feet of Lot(s) 28 of Block D of Elsinore, as shown by map of Resubdivision of said Block on file in Book 6 Page(s) 296, of Maps, Records of Records of San Diego County, California, said 305 feet being measured along the northeasterly line of said lot;

Excepting therefrom that portion thereof described as follows:

Beginning at the most easterly corner of said lot;

Thence northwesterly on the northeasterly line of said lot, 115 feet;

Thence southwesterly parallel with the southeasterly line of said lot, 250 feet;

Thence southeasterly parallel with the northeasterly line of said lot, 115 feet;

Thence northeasterly on the southeasterly line of said lot, 250 feet to the point of beginning;

Excepting therefrom that portion of Pamela Road by Resolution No. 94-007, recorded February 23, 1994 as Instrument No. 75869 of Official Records of Riverside County, California.

APN 371-210-028

(End of Legal Description)

## EXHIBIT B

Recorded at request of and return  
to:

Department of Facilities  
Management  
Real Property Division  
3403 10<sup>th</sup> 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)

COra/051211/398ED/13.994

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

APN: 371-210-028

## GRANT DEED

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

ELSINORE LODGE NO. 1021, LOYAL ORDER OF MOOSE INCORPORATED, A  
CALIFORNIA CORPORATION (WHO ACQUIRED TITLE AS ELSINOR LODGE NO. 1021,  
LOYAL ORDER OF MOOSE INCORPORATED, A CALIFORNIA CORPORATION)

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

APN: 371-210-028

Dated: \_\_\_\_\_

ELSINORE LODGE NO. 1021, LOYAL  
ORDER OF MOOSE INCORPORATED, A  
CALIFORNIA CORPORATION

By: \_\_\_\_\_  
Name:  
Its:

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

# EXHIBIT "A"

## LEGAL DESCRIPTION

**The land referred to herein is situated in the State of California, County of Riverside, and described as follows:**

The southeasterly 305 feet of Lot(s) 28 of Block D of Elsinore, as shown by map of Resubdivision of said Block on file in Book 6 Page(s) 296, of Maps, Records of Records of San Diego County, California, said 305 feet being measured along the northeasterly line of said lot;

Excepting therefrom that portion thereof described as follows:

Beginning at the most easterly corner of said lot;  
Thence northwesterly on the northeasterly line of said lot, 115 feet;  
Thence southwesterly parallel with the southeasterly line of said lot, 250 feet;  
Thence southeasterly parallel with the northeasterly line of said lot, 115 feet;  
Thence northeasterly on the southeasterly line of said lot, 250 feet to the point of beginning;

Excepting therefrom that portion of Pamela Road by Resolution No. 94-007, recorded February 23, 1994 as Instrument No. 75869 of Official Records of Riverside County, California.

APN 371-210-028

(End of Legal Description)

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Moose Lodge Purchase and Demolition Project  
**Project Number:** ED1103100202

**Accounting String:** 536780-32700-934001  
• Fish and Game Fees  
• Filing Fees for the Clerk of the Board

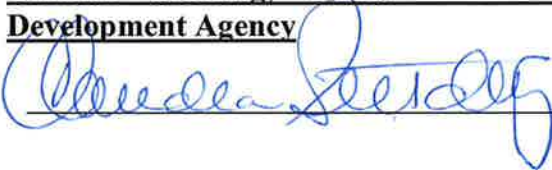
**DATE:** May 12, 2011

**AGENCY:** Redevelopment Agency for the County of Riverside


THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

**AUTHORIZED BY:** Claudia Steiding, Senior Environmental Planner, Economic Development Agency

Signature: 

**PRESENTED BY:** Claudia Steiding, Senior Environmental Planner, Economic Development Agency

Signature: 

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



## Notice of Determination

---

**To:**

**Office of Planning and Research:**

*For U.S Mail:* P.O. Box 3044  
Sacramento, CA 95812-3044

*Street Address:* 1400 Tenth Street  
Sacramento, CA 95814

**County Clerk:**

County of: Riverside  
Address: 2724 Gateway Drive  
P.O. Box 751  
Riverside, CA 92502-0751

**From:**

**Public Agency:** Redevelopment Agency for the  
County of Riverside

Address: 3043 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

Contact: Claudia Steiding  
Phone: (951) 955-8174

**Lead Agency:** Same as above

Address:

Contact:

Phone:

**SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code**

State N/A

Clearinghouse  
Number (if any):

Project Title: **Moose Lodge Purchase & Demolition (ED 1103100202)**

Project Location (include county): The Project site is located at 18641 and 18665 Grand Avenue, Lake Elsinore, Riverside County (APN 371-210-028). The Project is generally located on Grand Avenue between Trinity Way/Fairmont Lane and Pamela Road, Lake Elsinore, CA.

The Project site is located within Township 6 South, Range 4 West, Sections 19, 20, and 29, San Bernardino Baseline and Meridian.

Latitude: 33° 37' 37.11" N, Longitude: 117° 19' 36.87" W

Project Description: RDA proposes to purchase real property located at 18641 and 18665 Grand Avenue, in the unincorporated area of Lake Elsinore, Riverside County. The Project would entail the proper removal/remediation and demolition of a potentially hazardous structure, inactive water well, and abandoned septic system. Collectively, the purchase of real property and the remediation/demolition of the existing onsite facilities comprise the "Project."

The RDA proposes to purchase and demolish Elsinore Moose Lodge No. 1021, which is owned and operated by Elsinore Lodge No. 1021, Loyal Order of Moose Incorporated, a California corporation. The Lodge facility has been improved in random phases, however the improvements were not consistently built to code, which has created a health and safety issue for the workers, visitors and patrons of the Lodge.

There are currently no future plans to construct on this parcel after the existing structures are removed. Therefore, further environmental analysis and California Environmental Quality Act (CEQA) documentation would be required prior to any future development of the site.



This is to advise that the **Lead agency, County of Riverside Redevelopment Agency Board of Directors**, approved the above project on **June 7, 2011** and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was not adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Negative Declaration with comments and responses and record of project approval, is available to the General Public at:

County of Riverside  
Economic Development Agency  
3043 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

Signature (Public Agency): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date received for filing at OPR: \_\_\_\_\_