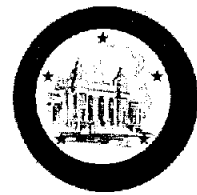


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

346
C



FROM: Redevelopment Agency

SUBMITTAL DATE:

June 28, 2011

SUBJECT: Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project

RECOMMENDED MOTION: That the Board of Directors:

1. Conduct a public hearing in accordance with Health and Safety Code Section 33679
2. Approve a reduction of the contract retention from 10% to 5% per the General Conditions of the contract in relation to the Rancho Jurupa Regional Sports Complex – Well Pumping Project Phase I and release \$10,604.05 to Bakersfield Well and Pump Company;

FISCAL PROCEDURES APPROVED
 PAUL ANGUILO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 6/28/11
 SAMUEL WONG
 Director of Capital Construction

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 6/13/11
 MARSHAL L. VICTOR
 DATE: _____
 REVIEWED BY: *[Signature]*
 Christopher Hains

(Continued)

[Signature]
 Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,988,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: *YES*

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

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
 Jennifer L. Sargent
 County Executive Office Signature

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

Prev. Agn. Ref.: N/A | District: 2 | Agenda Number **4.4**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The improvements to Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing recreational improvements and opportunities to surrounding community;
 - b. No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;
 - c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of buildings, facilities, structures, or other improvements;
4. Adopt the Negative Declaration for Environmental Assessment No. ED1206005012;
5. Adopt Resolution No. 2011-017, Authorization to Purchase Real Property for the Rancho Jurupa Regional Sports Complex Project – Well Pumping Equipment Project Phase II, Assessor's Parcel Number 181-190-018 consisting of .58 acres;
6. Approve the purchase and sale agreement and joint escrow instructions, and authorize the Chairman to execute the documents on behalf of the Board of Directors;
7. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
8. Approve the specifications for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II and authorize the Clerk of the Board to advertise for bids; and
9. Approve a total project budget of \$1,988,000

BACKGROUND:

On October 5, 2010, the Board approved the award of the construction contract to Bakersfield Well & Pump Company in the amount of \$212,081. Pursuant to the General Conditions of the Contract, the Redevelopment Agency is currently retaining 10% of all progress payments to Bakersfield Well & Pump Company. The General Conditions of the Contract states that after the 50% completion point of the contract work, if satisfactory progress is being made, the county has sole discretion to reduce the retention to a minimum of 5% of the contract. Bakersfield Well & Pump Company has completed over 85% of the contract work and excellent progress has been made. The contract work is also being completed on time, within budget, and in a professional manner.

(Continued)

BACKGROUND: (Continued)

Therefore, staff recommends that the contract retention be reduced to 5% of the contract and release \$10,604 to Bakersfield Well & Pump Company.

The plans and specifications for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II are complete and ready to go out to bid. This phase of the project will construct the water well, pumping plant, reservoir, and all above ground improvements necessary to complete the construction of the well. The Redevelopment Agency (RDA) recommends the Board approve the plans and specifications and authorize the Clerk of the Board to advertise for the bid.

As part of the Rancho Jurupa Regional Sports Complex Project – Well Pumping Project Phase II, the RDA seeks to acquire .58 acres of unoccupied land, being a portion of Assessor Parcel 181-190-018, upon which the well will be constructed. The purchase price to acquire the property is \$78,000. The local water utility, Rubidoux Community Services District (RCSD), currently lacks capacity to deliver sufficient water for the planned soccer fields.

Compensation to the owner and transaction costs will be funded through the Jurupa Valley Redevelopment Capital Improvement budget and is further identified in the total project budget. The seller will execute a grant deed that will convey title to the RDA. This resolution has been reviewed and approved by Counsel as to legal form. Notice was provided pursuant to Government Health & Safety Code 33679. The Phase I report for said subject property indicates no contamination. This resolution has been reviewed and approved by Counsel as to legal form. The RDA recommends that the Board adopt Resolution No. 2011-017, authorize the purchase and sale agreement and joint escrow instructions, and authorize the Chairman to execute the documents on behalf of the Board of Directors.

The California Environmental Quality Act (CEQA) documentation and findings are being presented for Board approval. In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177), an Initial Study was prepared to analyze the proposed project to determine any potential significant impacts upon the environment as a result of project implementation.

The analysis contained in the Initial Study demonstrates that the project would not have any significant impacts to the environment. The Initial Study and subsequent Negative Declaration (IS/ND) were prepared and circulated for the mandatory 30-day public review period from March 28, 2011 to April 26, 2011, which included notification in the local newspaper, The Press Enterprise. Due to a processing error at the state level, California State Agencies, through the Office of Planning and Research, will have a separate 30-day review period from April 4, 2011 to May 4, 2011. This is permissible under CEQA Guideline Section 15087 (e).

Pursuant to CEQA Section 15074, the county shall consider all comments received during the review period prior to adoption of the IS/ND. No comment letters were received and therefore no letters are included in the report. RDA staff recommends that the Board make the project findings and adopt the Negative Declaration for Environmental Assessment No. ED1206005012. The project budget has been programmed as follows on page 4.

BACKGROUND: (Continued)

Project Budget:

Construction	\$	1,550,000
Property Acquisition and Expenses	\$	90,500
Project Management	\$	25,000
Specialty Inspection and Miscellaneous Costs	\$	100,000
Utility and Development Fees	\$	50,000
Project Contingency	\$	172,500
<hr/>		
Total:	\$	1,988,000

Attachments:

- Negative Declaration for Environmental Assessment No. ED1206005012
- Resolution No. 2011-017
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Plans & Specifications – Well Pumping Equipment Project Phase II



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

From:
Public Agency:
Address:
Contact:
Phone:

Redevelopment Agency for the County of
Riverside
3043 10th Street, 5th Floor
Riverside, CA 92501
Claudia Steiding
(951) 955-8174

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

Lead Agency (if different from above):
Address: _____
Contact: _____
Phone: _____

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

State Clearinghouse Number (if submitted to State Clearinghouse): 2011041017

Project Title: Rancho Jurupa Regional Sports Complex Well Pump Acquisition

Project Location (include county): North of the convergence of 46th Street and Crestmore Road in the unincorporated territory of Riverside County on Assessor's Parcel Number 181-190-018

Project Description: In May, 2010, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Rancho Jurupa Regional Sports Complex ("Sports Park") and circulated for a 30-day period between May 4, 2010, and June 2, 2010, to the State Clearinghouse (SCH No. 2010051006), Responsible Agencies, and interested parties. The project evaluated in the IS/MND for the Sports Park was the construction and operation of a sports park and associated amenities, an approximately 16-inch diameter well to be constructed on property owned by the adjacent Flabob Airport, an approximately 20,000-gallon to 40,000-gallon bolted steel water reservoir, and a booster station. The IS/MND and Sports Park were approved by the County of Riverside Board of Supervisors on June 15, 2010, and the Notice of Determination was filed with the County Clerk and State Clearinghouse.

The approved IS/MND prepared for the Sports Park anticipated that the site of the well, reservoir, and booster station would be owned and operated by the Rubidoux Community Services District (RCSD) and that the RCSD would acquire the well site, located to the west of the Sports Park site, from Flabob Airport. The RCSD and the owners of Flabob Airport were unable to come to an agreement regarding the purchase of the well site. Therefore, the Redevelopment Agency for the County of Riverside (RDA) proposes to acquire the well site and convey the property to the RCSD. The RCSD would own and operate the well, reservoir, and booster station as originally evaluated in the approved IS/MND for the Sports Park. Since the acquisition of the well site by the RDA was not part of the project evaluated in the approved IS/MND for the Sports Park, a subsequent CEQA document is required for the acquisition of the well site by the RDA and its conveyance to the RCSD.

The subsequent Initial Study/Negative Declaration (IS/ND) for the proposed project has been prepared pursuant to Section 15162 *et seq* of the *State CEQA Guidelines*. Since construction and operation impacts of the well pump, reservoir, and booster station were previously evaluated in the aforementioned and approved IS/MND, the scope of the subsequent IS/ND is only the acquisition and conveyance of the well site by the RDA and to the RCSD.

This is to advise that the Board of Directors for the Redevelopment Agency for the County of Riverside approved the above project on

Lead agency or Responsible Agency

June 7th, 2011 and has made the following determinations regarding the above-described project:
(tentative date)

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

This is to certify that the Negative Declaration is available to the General Public for review at:
 Redevelopment Agency for the County of Riverside
 3043 10th Street, 5th Floor
 Riverside, CA 92501

Rubidoux Library
 5840 Mission Boulevard
 Riverside, CA 92509

Signature: (Public Agency) _____ Title: _____

Date: _____ Date received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
 Reference Section 21000-21174, Public Resources Code.

Revised 2005

2
3 **Resolution No. 2011-017**
4 **Authorization to Purchase Sports Complex**
5 **in the Jurupa Valley Project Area**
6 **(Second Supervisorial District)**

7 **WHEREAS**, the Redevelopment Agency for the County of Riverside ('Agency')
8 is a Redevelopment Agency duly created, establishes and authorized to transact
9 business and exercise its powers pursuant to the provisions of Community
10 Redevelopment law which is codified in Part 1 of Division 24 of the California Health
11 and Safety Code (commencing with Section 33000 et esq.);

12 **WHEREAS**, the Riverside County Board of Supervisors adopted redevelopment
13 plans for Redevelopment project Area No. 1-1986, Jurupa Valley, Mid-County, Desert
14 Communities and the I-215 Corridor, as amended ("Project Areas");

15 **WHEREAS**, pursuant to Health and Safety Code Section 33670, the Agency
16 began receiving tax increment from the Project Areas in January 1988, and continues
17 to receive annual tax increment revenue;

18 **WHEREAS**, pursuant to Health and Safety Code Section 33391, the Agency
19 may acquire, within a survey area or for purposes of redevelopment, any interest in
20 real property;

21 **WHEREAS**, the property is located in the Jurupa Valley project Area;

22 **WHEREAS**, the Agency has based on an independent fee appraisal report,
23 negotiated a purchase price of Seventy Eight Thousand Dollars (\$78,000) for real
24 property owned by Flabob Airport, LLC located in the County of Riverside, identified as
25 a portion of Assessor's Parcel Number 181-190-018 ("Property"), more particularly

1 identified as shown in Exhibit "A", which is attached hereto and incorporated herein;

2 **WHEREAS**, the purchase of the Property is for redevelopment purposes and
3 will assist the Agency in implementing the redevelopment plan for the Project Area and
4 will help eliminate physical blighting conditions with the Project Area; and

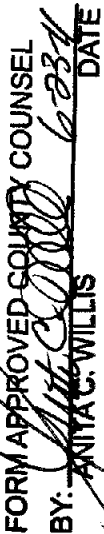
5 **WHEREAS**, the Agency certifies that it has fully complied with the provisions of
6 the California Environmental Quality Act.

7 **NOW THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED** by the Board
8 of Directors of the Redevelopment Agency for the County of Riverside, State of
9 California, assembled in regular session on July 12, 2011 as follows:

- 10 1. That the above recitals are true and correct.
- 11 2. That the nature of the property to be purchased is a vacant parcel located in the
- 12 unincorporated area of the County of Riverside, State of California.
- 13 3. That the seller of the property is Flabob, LLC.
- 14 4. That the purchase price is \$78,000.
- 15 5. That the purchase of the property is authorized by the Board of Directors.
- 16 6. IT IS FURTHER RESOLVED that notice of this purchase has been given
- 17 pursuant to Health and Safety Code Section 33679 and Government Code
- 18 Section 6066.

19 ///
20 ///
21 ///
22 ///
23 ///
24 ///

25 JF:ra/062311/328ED/14.092 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.092.doc

FORM APPROVED COUNTY COUNSEL
BY:  ANITA C. WILLIS
DATE: 6-23-11

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

**FLABOB AIRPORT, LLC.
A California limited Liability Company**

AS SELLER

AND

**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
A Political Subdivision of the State of California**

AS BUYER

RELATING TO

**Assessor's Parcel Number: 181-190-018
Riverside County, California**

1 (a) **“Effective Date”**: The Effective Date is the date on which this
2 Agreement is executed by Chairman of the Board of Directors of Buyer as listed on the
3 signature page of this Agreement;

4 (b) **“Property”**: Seller is the owner of certain real property consisting
5 of approximately .58 acres of land located in an unincorporated area of Riverside
6 County, California, also known as Assessor's Parcel Number 181-190-018, more
7 particularly described in Exhibit A attached hereto and incorporated herein;

8 (c) **“Purchase Price”**: The Purchase Price for the Property is
9 Seventy Eight Thousand Dollars (\$78,000.00);

10 (d) **“Escrow Holder”**: Orange Coast Title at the address set forth in
11 subparagraph (h) below. The escrow number is 140-1222535-32 and Irene Genders is
12 the Escrow Officer;

13 (e) **“Title Company”**: Orange Coast Title at the address set forth in
14 subparagraph (h) below. The title order number is 140-1222535-32 and Manny
15 Villalobos is the Title Officer;

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

20 (g) **“Closing Date”**: The Closing Date shall be on or before July 31,
21 2011, unless otherwise agreed to by both parties;

22 (h) **“Notices”**: Will be sent as follows to:

23 Seller: FLABOB AIRPORT, LLC.
24 4130 Mennes Avenue
25 Riverside, CA 92509
Telephone: 310-650-5305

26 Buyer: REDEVELOPMENT AGENCY FOR THE COUNTY OF
27 RIVERSIDE
28 3403 10th Street, Suite 500
Riverside, California 92501

1 Attn: James Force
2 Telephone: (951) 955-4800
3 Fax No: (951) 955-4837
4 Email: JRForce@rivcoeda.org

5 Escrow Holder: ORANGE COAST TITLE COMPANY
6 3536 Concoors Drive, Suite 120
7 Ontario, California 92614
8 Attn: Irene Genders
9 E-mail: ireneg@octitle.com

10 Title Company: ORANGE COAST TITLE
11 3536 Concoors Drive, Suite 120
12 Ontario, California 92614
13 Attn: Manny Villalobos, Title Officer
14 Telephone: (909) 987-5433
15 Email: manny@octitle.com

16 (i) **Exhibits:**

17 Exhibit A - Legal Description

18 Exhibit B - Form of Deed

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

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

25 3.1 Upon the approval of this Agreement and execution by Chairman
26 of the Board of Directors (the date upon which this Agreement has been fully executed
27 and delivered to both parties is the "**Effective Date**"), Buyer shall order the full
28 purchase price, plus costs to cover Buyer's escrow fees and shall deposit the sum in
the form of a cashier's check or other immediately available funds payable to the order
of Escrow Holder. Should escrow be unable to close immediately, due to some
unforeseen circumstances, Escrow Holder shall deposit said funds in an interest
bearing account which shall be applied against the Purchase Price at closing and any
overages including the interest shall returned to Buyer at close of escrow.

1 4. **Escrow.** Buyer and Seller shall open an escrow (the “**Escrow**”) with
2 Escrow Holder within three (3) business days after the Effective Date by delivery to
3 Escrow Holder a fully executed original or originally executed counterparts of this
4 Agreement and this date shall be the official Opening Date of Escrow referenced
5 herein. This purchase shall be contingent upon the approval by the Board of
6 Directors of the Authorization to Purchase and the approval of the Purchase and
7 Sale and Joint Escrow Instructions document. This contingency will be removed from
8 escrow upon the receipt of the Signed Purchase and Sale Agreement and Joint Escrow
9 Instructions document signed by the Board of Directors. Buyer and Seller agree to
10 execute any additional instructions reasonably required by the Escrow Holder. In the
11 event the Board of Directors has not approved this Agreement on or before July 1,
12 2011, this Agreement shall be null and void and both parties shall be relieved from any
13 liabilities and/or obligations under this Agreement. If there is a conflict between any
14 printed escrow instructions and this Agreement, the terms of this Agreement will
15 govern.

16 5. **Deliveries to Escrow Holder.**

17 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or
18 cause to be delivered to Escrow Holder the following items:

19 (a) A Grant Deed (“**Grant Deed**”), in the form attached to this
20 Agreement as Exhibit “B,” duly executed and acknowledged by Seller and in
21 recordable form conveying the Property to County of Riverside; and

22 (b) A Transferor’s Certificate of Non-Foreign Status (“**FIRPTA**
23 **Certificate**”).

24 5.2 By Buyer. On or prior to the Closing Date (and in any event in a
25 manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will
26 deliver or cause to be delivered to Escrow Holder the following items:

27 (a) The Purchase Price in accordance with Paragraph 3; and
28

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

3 5.3 By Buyer and Seller. Buyer and Seller will each deposit such
4 other instruments consistent with this Agreement as are reasonably required by
5 Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will
6 designate the Title Company as the "**Reporting Person**" for the transaction pursuant
7 to Section 6045(e) of the Internal Revenue Code.

8 **6. Condition of Title.**

9 6.1 At the Close of Escrow, fee simple title to the Property will be
10 conveyed to County of Riverside by Seller by Grant Deed subject only to the following
11 matters ("**Permitted Exceptions**"):

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

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

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

18 (d) Any matters which would be shown by a survey of the
19 Property or by inquiry in possession of the Property.

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

21 7.1 Conditions Precedent to Buyer's Obligations. The following
22 conditions must be satisfied not later than the Closing Date or such other period of time
23 as may be specified below:

24 (a) Title. Buyer has obtained a preliminary report for the
25 Property prepared by the Title Company dated as of February 17, 2011, and
26 referenced as Order No. 140-1222535-32 together with copies of the documents
27 described in such report. Buyer hereby objects to item #4, tax lien, shown in the
28

1 preliminary report. Seller will have ten (10) days after the Effective Date to advise
2 Buyer that:

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

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

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

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

14 If Buyer does not give Seller notice of its election within such ten (10) day
15 period, Buyer will be deemed to have approved the condition of title to the Property and
16 elected to proceed with this transaction, except that there shall be no deemed
17 acceptance of any deeds of trust or liens for delinquent, unpaid taxes of any nature
18 whatsoever.

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

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

25 The conditions set forth in this Paragraph are solely for the benefit of Buyer and
26 may be waived only by Buyer. At all times Buyer has the right to waive any condition.
27 Such waiver or waivers must be in writing to Seller and Escrow Holder.
28

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

5 7.2 Conditions Precedent to Seller's Obligations. The following shall
6 be conditions precedent to Seller's obligation to consummate the purchase and sale
7 transaction contemplated herein:

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

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

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

16 7.3 Termination of Agreement. In the event that, for any reason, the
17 Closing does not occur on or before the Closing Date, either party to this Agreement,
18 who is not in default of its obligations under this Agreement, shall have the right to
19 terminate this Agreement upon written notice to the other party and to Escrow Holder.
20 Unless Seller is materially in default hereunder, failure by Buyer to cause Escrow to
21 close on or before the Closing Date shall constitute a material Buyer default as a result
22 of which Seller may elect to terminate this Agreement and the Escrow created
23 hereunder.

24 8. **Due Diligence By Buyer.**

25 8.1 Matters To Be Reviewed. Buyer must complete its due diligence
26 and approve the following matters prior to the Closing date (the "**Due Diligence**
27 **Period**"). Seller shall cooperate with Buyer in its investigation.

28 (a) The physical condition of the Property at the time of sale,

1 including without limitation, any structural components, electrical, system, plumbing or
2 any irrigation system, paving, soil conditions, the status of the Property with respect to
3 hazardous and toxic materials, if any, and in compliance with all applicable laws,
4 including any laws relating to hazardous and toxic materials and all applicable
5 government ordinances, rules and regulations and evidence of Seller's compliance
6 therewith including without limitation zoning and building regulations;

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

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

13 8.2 Notice and Resolution of Objections.

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

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

27 (c) In the absence of a timely objection or notice of termination,
28 Buyer will be deemed to have knowingly approved the condition of Property at the time

1 of sale and waived any of its objections, and this Agreement will continue in full force
2 and effect.

3 8.3 Material New Matters. If Buyer discovers any new matter prior to
4 close of escrow which was:

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

7 (i) Would appear as an exception to the Title Policy; or

8 (ii) Is materially inconsistent with a disclosure by Seller
9 or with any representations or warranties contained in Paragraph 16.2; and

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

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

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

27 9. **No Side Agreements or Representations.** Buyer represents and
28 warrants that prior to the Close of Escrow, Buyer will have had the opportunity to make

1 and will have made such an investigation and inspection of all aspects of the condition
2 of the Property as it has deemed necessary or appropriate, including, but not limited to
3 soils and the Property's compliance or non-compliance with applicable laws, rules,
4 regulations and ordinances (including any Environmental Laws) as defined in
5 Paragraph 16.1 and the existence or non-existence of Hazardous Substances as
6 defined in Paragraph 16.1 on, in or under the Property. Buyer further represents and
7 warrants that in purchase the Property, Buyer is relying solely upon

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

19 **11. Costs and Expenses.**

20 Seller will pay:

- 21 (a) Seller's share of prorations;
- 22 (b) CLTA Title Policy;

23 Buyer will pay:

- 24 (a) All escrow fees and costs;
- 25 (b) Any additional title endorsements; and
- 26 (c) Buyer's share of prorations.

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1 **12. Prorations.**

2 12.1 Tax Exempt Agency. All parties hereto acknowledge that the
3 Buyer is public entity and exempt from payment of any real property taxes. There will
4 be no proration of taxes through escrow. Seller will be responsible for payment of any
5 real property taxes due prior to close of escrow. In the event any real property taxes
6 are due and unpaid at the close of escrow, Escrow Holder is hereby authorized and
7 instructed to pay such taxes from proceeds due the Seller at the close of escrow. Seller
8 understands that the Tax Collector will not accept partial payment of an installment of
9 the real property taxes due at the close of escrow. At the close of escrow, the Buyer
10 will file any necessary documentation with the County Tax Collector/Assessor for the
11 property tax exemption. Any prorate refund that will be due the Seller will be refunded
12 to the Seller by the County Tax Collector/Assessor outside of escrow and Escrow
13 Holder shall have no liability and/or responsibility in connection therewith.

14 12.2 Utility Deposits. Seller will notify all utility companies servicing the
15 Property of the sale of the Property to Buyer and will request that such companies
16 send Seller a final bill for the period ending on the last day before the Close of Escrow.
17 Buyer will notify the utility companies that all utility bills for the period commencing on
18 the Close of Escrow are to be sent to Buyer. In addition to the Purchase Price, Buyer
19 will pay to Seller an amount equal to the total of all utility deposits held by utility
20 companies and Seller will assign to Buyer all of Seller's right, title and interest in any
21 such utility deposits. If Seller receives a bill for utilities provided to the Property for the
22 period in which the Close of Escrow occurred, Seller will pay the bill.

23 12.3 Method of Proration. For purposes of calculating prorations, Buyer
24 shall be deemed to be on title to the Property and therefore entitled to the income there
25 from and responsible for the expenses thereof for the entire day upon which the
26 Closing occurs. All prorations will be made as of the date of Close of Escrow based on
27 a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The
28

1 obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and
2 shall not merge into any documents of 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
6 deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:
7 (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant
8 to Paragraphs 11, 12 and 18 (b) disburse the balance of the Purchase Price and (c)
9 disburse any excess proceeds 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
13 Buyer.

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

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

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

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

27 **14.3** This Agreement and all other documents required to close this
28 transaction are and will be valid, legally binding obligations of and enforceable against

1 each party in accordance with their terms, subject only to applicable bankruptcy,
2 insolvency, reorganization, moratorium laws or similar laws or equitable principles
3 affecting or limiting the rights of contracting parties generally.

4 **15. Indemnification.**

5 **15.1 Indemnification By Seller.** Seller agrees to indemnify, defend and
6 hold Buyer harmless for, from and against any and all claims, demands, liens,
7 liabilities, costs, expenses, damages and losses, cause or causes of action and suit or
8 suits of any nature whatsoever arising from any misrepresentation or breach of
9 warranty or covenant by Seller in this Agreement. This indemnification shall include all
10 costs and attorney fees.

11 **15.2 Indemnification By Buyer.** Buyer agrees to indemnify, defend and
12 hold Seller harmless for, from and against any and all claims, demands, liabilities,
13 costs, expenses, damages and losses, cause or causes or action and suit or suits
14 arising out of the ownership and/or operation of the Property after the Closing Date or
15 any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or
16 any document delivered to Seller pursuant to this Agreement. This indemnification
17 shall include all costs and attorney fees.

18 **16. Hazardous Substances.**

19 **16.1 Definitions.** For the purposes of this Agreement, the following
20 terms have the following meanings:

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

25 (b) "Hazardous Substance" means any substance, material or
26 waste which is or becomes designated, classified or regulated as being "toxic" or
27 "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or
28

1 regulated under any Environmental Law including asbestos, petroleum and petroleum
2 products; and

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

6 16.2 Seller's Representations and Warranties. To Seller's current
7 actual knowledge;

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

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

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

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

20 16.3 Notices Regarding Hazardous Substances. During the term of this
21 Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or
22 the Property may be subject to any threatened or pending investigation by any
23 governmental agency under any law, regulation or ordinance pertaining to any
24 Hazardous Substance.

25 16.4 Environmental Audit. Buyer has ordered, at its sole cost and
26 expense, an Environmental Audit. It shall do so prior to the end of the Due Diligence
27 Period and may quit this transaction if Buyer identifies problems in its sole and
28 subjective judgment that would preclude continuing with this transaction:

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

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

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

15 **17. Notices.** All notices or other communications required or permitted
16 hereunder must be in writing, and be personally delivered (including by means of
17 professional messenger service) or sent by registered or certified mail, postage
18 prepaid, return receipt requested to the addresses set forth in Paragraph 1 (h). All
19 notices sent by mail will be deemed received three (3) days after the date of mailing.

20 **18. Legal and Equitable Enforcement of this Agreement.**

21 Waiver of Specific Performance and Lis Pendens. In the event the Close of
22 Escrow and the consummation of the transaction contemplated by this Agreement do
23 not occur by reason of a material, uncured default by Seller, Buyer will be entitled to
24 payment of its reasonable out-of-pocket expenses incurred in connection with the
25 transaction. As material consideration to Seller's entering into this Agreement with
26 Buyer, Buyer waives any right: (a) to pursue an action for the specific performance of
27 this Agreement and (b) to record or file a notice of lis pendens or notice of pendency of
28 action or similar notice against any portion of the Property.

1 **19. Miscellaneous.**

2 19.1 Counterparts. This Agreement may be executed in counterparts.

3 19.2 Partial Invalidity. If any term or provision of this Agreement shall
4 be deemed to be invalid or unenforceable to any extent, the remainder of this
5 Agreement will not be affected thereby and each remaining term and provision of this
6 Agreement will be valid and be enforced to the fullest extent permitted by law.

7 19.3 Waivers. No waiver of any breach of any covenant or provision
8 contained herein will be deemed a waiver of any preceding or succeeding breach
9 thereof, or of any other covenant or to, a licensed real estate broker (individual or
10 corporate), agent, or finder or other provision contained herein. No extension of time
11 for performance or any obligation or act will be deemed an extension of the time for,
12 performance of any other obligation or act except those of the waiving party which will
13 be extended by a period of time equal to the period of the delay.

14 19.4 Successors and Assigns. Neither party shall transfer or assign its
15 rights or responsibilities under this Agreement without the express written consent of
16 the other party.

17 19.5 Entire Agreement. This Agreement (including all Exhibits attached
18 hereto) constitutes the entire contract between the parties hereto and may not be
19 modified except by an instrument in writing signed by the party to be charged.

20 19.6 Time of Essence. Seller and Buyer hereby acknowledge and
21 agree that time is strictly of the essence with respect to each and every term, condition,
22 obligation and provision hereof.

23 19.7 Governing Law. The parties hereto expressly agree that this
24 Agreement will be governed by, interpreted under, and construed and enforced in
25 accordance with the laws of the State of California in which the Property is
26 located. Venue for any proceeding related to this Agreement shall be in the County of
27 Riverside.

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1 19.8 No Recordation. No memorandum or other document relating to
2 this Agreement shall be recorded without the prior written consent of Seller and Buyer.

3 19.9 Survival. Any provisions of this Agreement which by their terms
4 require performance by either party after the Close of Escrow shall survive the Close of
5 Escrow.

6 19.10 Brokers. Each party agrees to indemnify and hold the other free
7 and harmless from and against any and all liability, loss, cost, or expense
8 (including court costs and reasonable attorney's fees) in any manner connected with
9 a claim asserted by any individual or entity for any commission or finder's fees in
10 connection with the conveyance of the Property arising out of agreements by the
11 indemnifying party to pay any commission or finder's fee.

12 19.11 Exhibits. Each exhibit attached hereto is incorporated herein by
13 this reference as if set forth in full in the body of this Agreement.

14 19.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate
15 Buyer's obligations hereunder without Seller's prior written consent, which may be
16 withheld in Seller's sole discretion.

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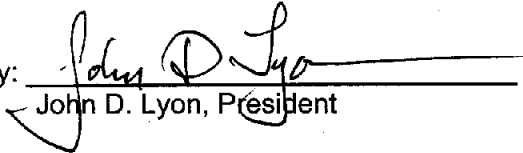
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1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and
2 approved by the Board of Directors of the Redevelopment Agency for the County of
3 Riverside.

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

6 Dated: _____

FLABOB AIRPORT, LLC.

7
8 By: 
9 John D. Lyon, President

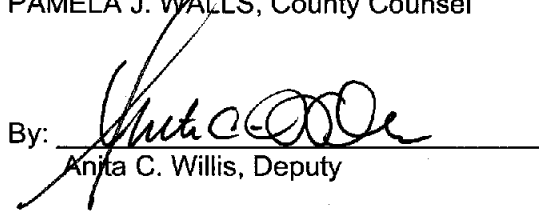
10
11 **REDEVELOPMENT AGENCY FOR THE
12 COUNTY OF RIVERSIDE**

13
14 By: _____
15 Bob Buster
16 Chairman, Board of Directors

17 **ATTEST:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: _____
21 Deputy

22 **APPROVED AS TO FORM:**
23 PAMELA J. WALLS, County Counsel

24 By: 
25 Anita C. Willis, Deputy

26
27
28 JRF:ra/051011/328ED/14.077 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.077.doc

Exhibit "A"
Legal Description

All that certain real property situated in the County of Riverside, State of California,
described as follows:

(See Attachment)

EXHIBIT "A"

APN: 181-190-018

LEGAL DESCRIPTION

That portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10 of Maps at Pages 52 through 54, inclusive thereof, Records of Riverside County, California, lying within Section 22, Township 2 South, Range 5 West, San Bernardino Meridian in the County of Riverside, State of California, being more particularly described as follows:

BEGINNING at the southeasterly corner of that certain parcel of land conveyed to Flabob Airport, LLC by deed recorded October 16, 2007 as Instrument Number 2007-0638283, Official Records of Riverside County, California, said point being on the northerly right-of-way line of Crestmore Road (110 feet in width) as conveyed to the County of Riverside by deed recorded July 20, 1973 as Instrument Number 96006, Official Records of Riverside County, California;

Thence North 10°57'28" West (recorded as North 11°38'54" West), along the easterly line of said parcel of land conveyed to Flabob Airport, LLC, a distance of 133.82 feet;

Thence North 48°43'12" West, departing said easterly line, a distance of 130.64 feet;

Thence, at a right angle, South 41°16'48" West, a distance of 131.50 feet;

Thence, at a right angle, South 48°43'12" East, a distance of 175.67 feet to said northerly right-of-way line of Crestmore Road (110 feet in width);

Thence South 87°54'55" East (recorded as South 88°35'40" East) along said northerly right-of-way line, a distance of 78.41 feet to the **TRUE POINT OF BEGINNING**.

Contains 0.58 acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me
or under my direction:

Frederick A. Elliott

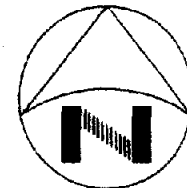
Frederick A. Elliott, P.L.S. 4741

Date: Sept. 01, 2010

Expiration Date: 09/30/2011



PORTION OF LOT 5
EVANS RIO RANCHO
MB 10/52-54, RIV. CO.



SCALE: 1"=40'

E'LY LINE INST. NO. 2007-0638283

APN 181-190-018

APN 181-190-015

S 41°16'48" W, 131.50'

N 48°43'12" W, 130.64'

NE'LY LINE OF
DELTA FARMS
MB 12/20 RV. CO.

APN 181-202-023

S 48°43'12" E, 175.67'

N 10°57'28" W, 133.82'



P.O.B.

S 87°54'55" E
78.41'

N'LY LINE OF INST. NO. 96006

N'LY LINE OF INST. NO. 124243

30'
HALF WIDTH

CRESTMORE RD.

55'
HALF WIDTH

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

PREPARED BY:

KRIEGER

STEWART

INCORPORATED

3602 University Ave. · Riverside, CA. 92501 · 951-684-6900

RIVERSIDE COUNTY REDEVELOPMENT AGENCY

**WELL AND STORAGE RESERVOIR
PROPERTY ACQUISITION**

A.P.N. 181-190-018

EXHIBIT

B

SCALE: 1"=40'

DATE: 9/01/10

DRAWN BY: MWE

CHECKED BY: FAE

W.O.: 807-41

SHEET 1 OF 1

Exhibit "B"

Recorded at request of and return
to:
Economic Development Agency
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)

14.077/042611\328ED\JRFra

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

Sports

PROJECT: Ranch Jurupa Regional
Complex
APN: 181-190-018 (portion)

GRANT DEED

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

FLABOB AIRPORT, LLC.
A California Limited Liability Company

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

See Exhibit "A" attached hereto
And made part hereof

PROJECT: Rancho Jurupa Regional Sports Complex
APN: 181-190-018 (portion)

Dated: _____

GRANTOR:

By: _____
John D. Lyon, President

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]