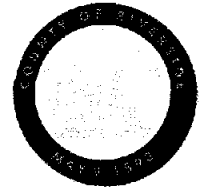


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

463



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
July 14, 2011

**SUBJECT:** RDA Resolution No. 2011-028, Authorization to Purchase in the Mid County Project Area, District 3

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, Section 15061 (b) (3);
2. Approve RDA Resolution No. 2011-028, Authorization to Purchase Real Property in the Mid-County Project Area, within the City of Hemet, County of Riverside;

Approve and authorize the Chairman of the Board to execute the Purchase and Sale Agreement for the purchase of Assessor's Parcel Number 443-050-017, 443-050-018, 443-050-020, 443-050-033, and 443-050-039 from Harold E. Fairchild, Trustee of the Fairchild Family Credit Trust;

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 7/14/11  
 DATE: SAMUEL WONG  
 ANITA C. WILLIS 7-13-11  
 DATE:

REVIEWED BY CIP  
*Christopher Hans*  
 Christopher Hans

Robert Field  
 Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 808,950	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:**

SOURCE OF FUNDS: Low Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

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

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

Prev. Agn. Ref.: N/A      District: 3      Agenda Number: **4.4**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

4. Authorize the Redevelopment Agency to expend \$808,950 for the property transaction costs and due diligence;
5. Authorize the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and,
6. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement the Acquisition Agreement including signing subsequent, necessary related documents to complete this transaction.

**BACKGROUND:**

Agency staff has successfully negotiated a settlement for the acquisition of properties identified as Assessor's Parcel Numbers 443-050-017, 443-050-018, 443-050-020, 443-050-033, and 443-050-039 with Harold E. Fairchild for a purchase price of \$745,000 plus escrow fees and miscellaneous costs associated with the acquisition. An independent fee appraisal report was prepared and used as a basis for the negotiated settlement of the property.

The subject parcels consist of 3.82 acres and are located South of Menlo Avenue and North of Oakland Avenue between State Street and Alessandro Street in North Hemet, County of Riverside. The parcels are contiguous to agency-owned parcels and needed for the potential construction of low-moderate income infill housing. The project will contribute to eliminating blighting conditions in the project area.

Pursuant to the California Environmental Quality Act (CEQA), the proposed acquisition was reviewed and determined to be categorically exempt from CEQA under Guidelines Section 15061 (b) (3); with certainty, there is no possibility that the land acquisition may have a significant effect on the environment and is not subject to CEQA.

Pursuant to CEQA Guidelines Section 15004 (b) (2) (A), an agency shall not formally make a decision to proceed with the use of a site for facilities which would require CEQA review, regardless of whether the agency has made any final purchase of the site for these facilities, except that agencies may designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the on CEQA compliance. Once the subsequent development and use of the site is defined, the lead agency will undergo separate CEQA review pursuant to this section.

The Notice of Intent to Purchase Real Property was published pursuant to Section 6063 of the California Government Code and Section 33397 of the Health and Safety Code.

Guided by Government Code Section 7267: "In order to encourage and expedite the acquisition and relieve congestion in the courts, to assume consistent treatment for owners in the public programs, and to promote public land acquisition practices, public entities shall, to the greatest extent practicable be guided by the provision of Section 7267.1: 'The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation.'

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

**FINANCIAL DATA:**

The following summarizes the funding for the acquisition of Assessor's Parcel Number 439-060-015:

Acquisition	745,000
Escrow and Title Fees	6,000
Real Property Costs	50,000
Due Diligence Expense	1,950
Appraisal	6,000
Total Estimated Acquisition Cost	\$808,950

2 **RDA RESOLUTION NO. 2011-028**  
3 **AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE MID COUNTY**  
4 **PROJECT AREA**  
5 **(Third Supervisorial District)**

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

11 **WHEREAS**, Agency has adopted Redevelopment Plans for Redevelopment  
12 Project Area 1-1986, Jurupa Valley, Mid-County, Desert Communities, and I-215  
13 Corridor, as amended, hereinafter referred to as ("Project Areas"); and

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

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

20 **WHEREAS**, the Agency has based on an independent fee appraisal report,  
21 negotiated a purchase price of \$745,000 for Assessor's Parcel Numbers 443-050-017,  
22 443-050-018, 443-050-020, 443-050-033, and 443-050-039 ("Property"), more  
23 particularly described in Exhibit "A", attached hereto and incorporated herein by  
24 reference; and

25 **WHEREAS**, the North Hemet Sub-Area is located within the Mid-County  
26 Redevelopment Project Area, ("Sub-Area"); and

27 **WHEREAS**, the Property is located within the Sub-Area; and

28 **WHEREAS**, the Agency is purchasing the Property for redevelopment purposes  
that will assist in implementing the Sub-Area's redevelopment plan ("Plan") and assist in

1 eliminating blighting conditions within the Sub-Area; and

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

5 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the  
6 Board of Directors of the Redevelopment Agency for the County of Riverside, State of  
7 California, in regular session assembled on July 26, 2011, as follows:

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

10 2. That the Redevelopment Agency for the County of Riverside is authorized  
11 to purchase real property identified as Assessor's Parcel Numbers 439-050-017, 443-  
12 050-018, 443-050-020, 443-050-033, and 443-050-039, more particularly described in  
13 Exhibit "A".

14 3. That the purchase price for the real property is \$745,000.

15 4. That the Chairman of the Board of Directors is hereby authorized to  
16 execute any and all documents necessary to purchase the real property from Harold E.  
17 Fairchild. Trustee of the Fairchild Family Credit Trust created 9/11/00.

18 5. That the Executive Director of the Redevelopment Agency or designee is  
19 hereby authorized to take the necessary actions and execute any related documents to  
20 complete this transaction.

21 ///

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28 TK:ra/062111/331ED/14.184 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.184.doc

FORM APPROVED COUNTY COUNSEL

DATE 7-13-11  
BY: ANITA C. WILLIS

## EXHIBIT "A"

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

Parcel 1:

The North half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per, map of partition of said Rancho made under Decree of the Superior Court of the State of California and for the County of San Diego, dated, March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the West 30.00 feet.

Parcel 2:

The North half of the South half of the Northwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the West 30.00 feet.

Parcel 3:

The South half of the South half of the Northwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Parcel 4:

The North 50.00 feet of the South Half, of the Northeast quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the East 30.00 feet.

Also Except that portion Conveyed to the County of Riverside by deed recorded June 22, 1966 as Instrument No. 64465 of Official Records.

Parcel 5:

The South 142 50 feet of the East Half of the North Half of the North Half of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of. said rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882 and filed in the Office of the Clerk of the Superior Court of said County.

Except the East 30.00 feet.

Also Except that portion conveyed to the County of Riverside by deed recorded June 22, 1966 as Instrument No. 64465 of Official Records.

Parcel 6:

The South Half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the South 30.00 feet

Also Except the West 181.00 feet.

Parcel 7:

The East 55.00 feet of the West 181.00 feet of the South half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township5 South, Rangel West, San Bernardino Meridian, in Rancho San Jacinto Viejo, County of Riverside, State of California, as per map partition of said Rancho, made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882 and filed in the Office of the Clerk of the Superior Court Of said County.

Except the South 30.00 feet.

Assessor's Parcel Number: **443-050-017,018,020,033,039**





**THE  
PRESS-  
ENTERPRISE**

**CLASSIFIED  
ADVERTISING**

**PROOF**

Printed by: Tinajero, Maria  
at: 12:12 pm  
on: Tuesday, Jun 07, 2011

Ad #: 10685130

3450 Fourteenth St.  
Riverside, CA 92501-3878  
**1-800-880-0345**  
**951-684-1200**  
**951-368-9018 Fax**

**Account Information**

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

**Ad Copy:**

**NOTICE OF INTENT TO PURCHASE REAL  
PROPERTY IN THE NORTH HEMET AREA OF  
THE MID-COUNTY PROJECT AREA**

This Notice of Intent to Purchase real property is being advertised pursuant to Section 6663 of the California Government Code and Health and Safety Section 33397. The Redevelopment Agency for the County of Riverside, (Agency) intends to purchase real property known as Assessor's Parcel Numbers 439-050-017, 443-050-018, 443-050-020, 443-050-033, and 443-050-039. The Board shall consider the adoption of Resolution Number 2011-028, Authorization to Purchase Real Property in the North Hemet Area on July 12, 2011 at 9:00 AM or as soon thereafter as the agenda of the Board permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following.

**PROJECT DESCRIPTION AND LOCATION**

It is proposed that the Board approve the purchase of real property in the North Hemet area of Riverside County known as Assessor's Parcel Numbers 439-050-017, 443-050-018, 443-050-020, 443-050-033, and 443-050-039 from Harold E. Fairchild at a purchase price of \$745,000 including miscellaneous costs. The properties are located in North Hemet South of Menlo Avenue and North of Oakland Avenue between State Street and Alessandro Street. The properties consist of .54 acres improved with two residential units and 3.28 of unimproved land, totaling 3.82 acres.

At anytime, not 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 4080 Lemon Street, First Floor, Riverside, CA or by calling Tracy Kaiser at (951) 955-8346. 6/9, 16, 23

**Ad Information**

Classification: Legals  
Publications: Press-Enterprise

Start date: 06-09-11  
Stop date: 06-23-11  
Insertions: 3

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

Size: 2x40.470  
Bill size: 81.00x 5.14 agate lines

Amount due: **\$299.70**

**NOTICE OF INTENT TO PURCHASE REAL PROPERTY  
IN THE NORTH HEMET AREA OF THE MID-COUNTY PROJECT AREA**

This Notice of Intent to Purchase real property is being advertised pursuant to Section 6063 of the California Government Code and Health and Safety Section 33397. The Redevelopment Agency for the County of Riverside, ("Agency") intends to purchase real property known as Assessor's Parcel Numbers 439-050-017, 443-050-018, 443-050-020, 443-050-033, and 443-050-039. The Board shall consider the adoption of Resolution Number 2011-028, Authorization to Purchase Real Property in the North Hemet Area on, July 12, 2011 at 9:00 Am., or as soon thereafter as the agenda of the Board permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor, Riverside, California to consider the following.

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

**HAROLD E. FAIRCHILD, TRUSTEE OF THE FAIRCHILD  
FAMILY CREDIT TRUST CREATED 9/11/00**

**AS SELLER**

**AND**

**REDEVELOPMENT AGENCY FOR THE COUNTY OF  
RIVERSIDE**

**AS BUYER**

**RELATING TO**

**Assessor's Parcel Numbers: 443-050-017, 443-050-018, 443-  
050-020, 443-050-033 & 443-050-039**



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

3 (b) **“Property”**: Seller is the owner of certain real property consisting  
4 of 5 parcels located in Hemet between Menlo Avenue south to Oakland Street and  
5 Alessandro Street east to State Street., also known as Assessor’s Parcel Numbers  
6 443-050-017, 443-050-018, 443-050-020, 443-050-033 and 443-050-039, more  
7 particularly described in Exhibit A attached hereto and incorporated herein;

8 (c) **“Purchase Price”**: The Purchase Price for the Property is Seven  
9 Hundred Forty Five Thousand Dollars (**\$745,000**);

10 (d) **“Escrow Holder”**: Lawyers Title Company at the address set  
11 forth in subparagraph (h) below.

12 (e) **“Title Company”**: Lawyers Title Company at the address set  
13 forth in subparagraph (h) below. The title order number is 12328014-10 and Chris  
14 Maziar is the Title Officer;

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

19 (g) **“Closing Date”**: The Closing Date shall be on or before August  
20 30, 2011, unless otherwise agreed to by both parties;

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

22  
23 Seller: Harold E. Fairchild  
24 2200 W. Acacia Avenue, Unit E314  
25 Hemet, CA 92545

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Buyer: REDEVELOPMENT AGENCY FOR  
COUNTY OF RIVERSIDE  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501  
Attn: Tracy Kaiser  
Telephone: (951) 955-8346  
Fax No: (951) 955-4837  
Email: [tkaiser@rivcoeda.org](mailto:tkaiser@rivcoeda.org)

Escrow Holder: LAWYERS TITLE COMPANY  
4100 Newport Place Drive, Suite 120  
Newport Beach, CA 92660  
Attn: Chris Maziar  
Telephone: (949) 724-3170  
Fax: (949) 258-5740  
Email: [unit10@ltic.com](mailto:unit10@ltic.com)

Title Company: LAWYERS TITLE COMPANY  
4100 Newport Place Drive, Suite 120  
Newport Beach, CA 92660  
Attn: Chris Maziar  
Telephone: (949) 724-3170  
Fax: (949) 258-5740  
Email: [unit10@ltic.com](mailto:unit10@ltic.com)

///  
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1 (i) **Exhibits:**

2 Exhibit A - Legal Description

3 Exhibit B - Form of Deed

4 Exhibit C – Plat Map

5 2. **Purchase and Sale.** Upon and subject to the terms and conditions set  
6 forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from  
7 Seller the Property, together with all easements, appurtenances and all improvements  
8 and fixtures situated thereon.

9 3. **Purchase Price.** The Purchase Price for the Property will be paid as  
10 follows: Upon the approval of this Agreement and execution by the Board of Directors  
11 (the date upon which this Agreement has been fully executed and delivered to both  
12 parties is the “**Effective Date**”), Buyer shall order the full purchase price, plus costs to  
13 cover buyer’s escrow fees and shall deposit the sum in the form of a cashier’s check or  
14 other immediately available funds payable to the order of Escrow Holder. Should  
15 escrow be unable to close immediately, due to some unforeseen circumstances,  
16 Escrow Holder shall deposit said funds in an interest bearing account which shall be  
17 applied against the Purchase Price at closing and any overages including the interest  
18 shall returned to Buyer at close of escrow.

19 4. **Escrow.** Buyer and Seller shall open an escrow (the “**Escrow**”) with  
20 Escrow Holder within three (3) business days after the Effective Date by delivery to  
21 Escrow Holder a fully executed original or originally executed counterparts of this  
22 Agreement and this date shall be the official Opening Date of Escrow referenced  
23 herein. This purchase shall be contingent upon the approval by the Board of  
24 Directors of the Authorization to Purchase and their approval of the Purchase and  
25 Sale and Joint Escrow Instructions document. This contingency will be removed from  
26 escrow upon the receipt of the Signed Purchase and Sale Agreement and Joint Escrow  
27 Instructions document signed by the Chairman of the Board of Directors. Buyer and  
28 Seller agree to execute any additional instructions reasonably required by the Escrow

1 Holder.

2 5. **Deliveries to Escrow Holder.**

3 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or  
4 cause to be delivered to Escrow Holder the following items:

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

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

10 5.2 By Buyer. On or prior to the Closing Date (and in any event in a  
11 manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will  
12 deliver or cause to be delivered to Escrow Holder the following items:

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

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

16 5.3 By Buyer and Seller. Buyer and Seller will each deposit such  
17 other instruments consistent with this Agreement as are reasonably required by  
18 Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will  
19 designate the Title Company as the "**Reporting Person**" for the transaction pursuant  
20 to Section 6045(e) of the Internal Revenue Code.

21 6. **Condition of Title.**

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

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

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



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

3 (d) Buyer accepts that tenants are currently residing on the  
4 property.

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

6 7.1 Conditions Precedent to Buyer's Obligations. The following  
7 conditions must be satisfied not later than the Closing Date or such other period of time  
8 as may be specified below:

9 (a) Title. Buyer has obtained a preliminary report for the  
10 Property prepared by Lawyers Title Company dated as of November 2, 2010 and  
11 referenced as Order No. 12328014-10 together with copies of the documents  
12 described in such report. Buyer hereby objects to exceptions A, B, C, D, E, G, and H,  
13 identified as Property Taxes and or liens of any tax assessment or Supplemental  
14 escaped assessments of property taxes as shown in the preliminary report. The  
15 prorated portion calculated by the Assessor's Office owed by the Seller of these  
16 Property Taxes or liens will be billed to seller and paid after the close of escrow by  
17 Seller. Buyer accepts all other title exceptions listed on the preliminary report. If  
18 exceptions A, B, C, D, E, G, and H, cannot be removed during escrow, Seller will have  
19 ten (10) days after the Effective Date to advise Buyer that:

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

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

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

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

4 If Buyer does not give Seller notice of its election within such ten (10) day  
5 period, Buyer will be deemed to have approved the condition of title to the Property and  
6 elected to proceed with this transaction.

7  
8 If Seller commits to remove any objection to title and fails to do so by the  
9 Closing Date, Seller will be in default under this Agreement and Buyer may, at Buyer's  
10 election, terminate this Agreement and pursue its remedies as set forth herein.

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

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

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

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 the removal of the items described in Paragraph 7.1.

4 7.2 Conditions Precedent to Seller's Obligations. The following shall  
5 be conditions precedent to Seller's obligation to consummate the purchase and sale  
6 transaction contemplated herein:

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

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

12 7.3 Termination of Agreement. In the event that, for any reason, the  
13 Closing does not occur on or before the Closing Date, either party to this Agreement,  
14 who is not in default of its obligations under this Agreement, shall have the right to  
15 terminate this Agreement upon written notice to the other party and to Escrow Holder.  
16 Unless Seller is materially in default hereunder, failure by Buyer to cause Escrow to  
17 close on or before the Closing Date shall constitute a material Buyer default as a result  
18 of which Seller may elect to terminate this Agreement and the Escrow created  
19 hereunder.

20 8. **Due Diligence By Buyer.**

21 8.1 Matters To Be Reviewed. Buyer must complete its due diligence  
22 and approve the following matters not later than **thirty (30)** days following the Effective  
23 Date (the "**Due Diligence Period**"). Seller shall cooperate with Buyer in its  
24 investigation.

25 (a) The physical condition of the Property at the time of sale,  
26 including without limitation, any structural components, electrical, system, plumbing or  
27 any irrigation system, paving, soil conditions, the status of the Property with respect to  
28 hazardous and toxic materials, if any, and in compliance with all applicable laws,

1 including any laws relating to hazardous and toxic materials and all applicable  
2 government ordinances, rules and regulations and evidence of Seller's compliance  
3 therewith including without limitation zoning and building regulations;

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

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

10 8.2 Notice and Resolution of Objections.

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

15 (b) If Buyer notifies Seller in writing of any objections to the  
16 condition of the Property at the time of sale or any other matters relating to the  
17 Property as set forth in Section 8.1 prior to the end of the due diligence period, the  
18 parties will have five (5) business days to agree upon a resolution of the objections(s);  
19 provided however, that if, as a result of investigations and inspections any deficiencies  
20 are found or repairs are needed, the cost to remedy such deficiencies or to make such  
21 repairs shall be the exclusive responsibility of the Seller. Seller need not make repairs  
22 to the buildings or contents of buildings on the property. In the event that Seller fails to  
23 remedy such deficiencies or to make such repairs within a reasonable time period then  
24 Buyer may terminate this Agreement by written notice to Seller and Escrow.

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

1           8.3 Material New Matters. If Buyer discovers any new matter prior to  
2 close of escrow which was:

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

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

6                           (ii) Is materially inconsistent with a disclosure by Seller  
7 or with any representations or warranties contained in Paragraph 15.2; and

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

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

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

25           9. **Representations.** Buyer represents and warrants that prior to the Close  
26 of Escrow, Buyer will have had the opportunity to make and will have made such an  
27 investigation and inspection of all aspects of the condition of the Property as it has  
28 deemed necessary or appropriate, including, but not limited to soils and the Property's

1 compliance or non-compliance with applicable laws, rules, regulations and ordinances  
2 (including any Environmental Laws) as defined in Paragraph 15.1 and the existence or  
3 non-existence of Hazardous Substances as defined in Paragraph 15.1 on, in or under  
4 the Property. Buyer further represents and warrants that in purchasing the Property,  
5 Buyer is relying solely upon its own investigations and inspections of same.

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

17       11. **Costs and Expenses.**

18             Seller will pay:

- 19             (a) CLTA standard coverage policy;  
20             (b) Seller's escrow fees and costs; and  
21             (c) Seller's share of prorations.

22             Buyer will pay:

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

26       12. **Prorations.**

27             12.1 Tax Exempt Agency. All parties hereto acknowledge that the  
28 buyer is public entity and exempt from payment of any real property taxes. There will

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

11           12.2 Utility Deposits. Seller will notify all utility companies servicing the  
12 Property of the sale of the Property to Buyer and will request that such companies send  
13 Seller a final bill for the period ending on the last day before the Close of Escrow.  
14 Buyer will notify the utility companies that all utility bills for the period commencing on  
15 the Close of Escrow are to be sent to Buyer. In addition to the Purchase Price, Buyer  
16 will pay to Seller an amount equal to the total of all utility deposits held by utility  
17 companies and Seller will assign to Buyer all of Seller's right, title and interest in any  
18 such utility deposits. If Seller receives a bill for utilities provided to the Property for the  
19 period prior to the Close of Escrow, Seller will pay the bill.

20           12.3 Method of Proration. For purposes of calculating prorations, Buyer  
21 shall be deemed to be in title to the Property and therefore entitled to the income there  
22 from and responsible for the expenses thereof for the entire day upon which the  
23 Closing occurs. All prorations will be made as of the date of Close of Escrow based on  
24 a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The  
25 obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and  
26 shall not merge into any documents of conveyance delivered at Closing.

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

1           13.1 Funds. Promptly upon Close of Escrow, disburse all funds  
2 deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:  
3 (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant  
4 to Paragraphs 11, 12 and 17.1 (b) disburse the balance of the Purchase Price and (c)  
5 disburse any excess proceeds deposited by Buyer to Buyer.

6           13.2 Recording. Cause the Grant Deed to be recorded with the County  
7 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

8           13.3 Title Policy. Direct the Title Company to issue the Title Policy to  
9 Buyer.

10          13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the  
11 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow  
12 by Seller. Deliver to Seller any other documents (or copies thereof) deposited into  
13 Escrow by Buyer.

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

17           14.1 Each party has the legal power, right and authority to enter into  
18 this Agreement and to consummate this transaction.

19           14.2 The individuals executing this Agreement and the instruments  
20 referenced herein on behalf of each party and the partners, officers or trustees of each  
21 party, if any, have the legal power, right and actual authority to bind each party to the  
22 terms and conditions of those documents.

23           14.3 This Agreement and all other documents required to close this  
24 transaction are and will be valid, legally binding obligations of and enforceable against  
25 each party in accordance with their terms, subject only to applicable bankruptcy,  
26 insolvency, reorganization, moratorium laws or similar laws or equitable principles  
27 affecting or limiting the rights of contracting parties generally.

28



1           **15. Hazardous Substances.**

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

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

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

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

16           15.2 Seller's Representations and Warranties. Except as disclosed in  
17 the Due Diligence Materials provided by Seller to Buyer as of the date of this  
18 Agreement, to Seller's current actual knowledge.

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

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

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

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-  
3 site bulk 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  
6 the Property may be subject to any threatened or pending investigation by any  
7 governmental agency under any law, regulation or ordinance pertaining to any  
8 Hazardous Substance.

9 15.4 Environmental Audit. Buyer will order, at its sole cost and  
10 expense, an Environmental Audit. Buyer shall complete an Environmental Audit prior to  
11 the end of the Due Diligence Period and may quit this transaction if Buyer identifies  
12 problems in its sole and subjective judgment that would preclude continuing with this  
13 transaction:

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

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

22 (c) Buyer will not conduct invasive testing of the property  
23 without Seller's prior written consent; and

24 (d) Buyer hereby agrees to protect, indemnify, defend and hold  
25 harmless Seller from and against any and all losses, liabilities, claims, liens, stop  
26 notices, actions, obligations, damages and/or expenses caused by reason of Buyer's  
27 (or its agent's, employee's or independent contractor's) entries into the Property prior  
28

1 to the close of escrow pursuant to the foregoing. Buyer shall keep the Property free of  
2 mechanic's liens related to the activities of Buyer.

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

8       **17. Legal and Equitable Enforcement of this Agreement.**

9               **17.1 Waiver of Specific Performance and Lis Pendens.** In the event the  
10 Close of Escrow and the consummation of the transaction contemplated by this  
11 Agreement do not occur by reason of a material, uncured default by Seller, Buyer will  
12 be entitled to payment of its reasonable out-of-pocket expenses incurred in connection  
13 with the transaction. As material consideration to Seller's entering into this Agreement  
14 with Buyer, Buyer waives any right: (a) to pursue an action for the specific  
15 performance of this Agreement and (b) to record or file a notice of lis pendens or notice  
16 of pendency of action or similar notice against any portion of the Property.

17       **18. Miscellaneous.**

18               **18.1 Counterparts.** This Agreement may be executed in counterparts.

19               **18.2 Partial Invalidity.** If any term or provision of this Agreement shall  
20 be deemed to be invalid or unenforceable to any extent, the remainder of this  
21 Agreement will not be affected thereby and each remaining term and provision of this  
22 Agreement will be valid and be enforced to the fullest extent permitted by law.

23               **18.3 Waivers.** No waiver of any breach of any covenant or provision  
24 contained herein will be deemed a waiver of any preceding or succeeding breach  
25 thereof, or of any other covenant or to, a licensed real estate broker (individual or  
26 corporate), agent, or finder or other provision contained herein. No extension of time  
27 for performance or any obligation or act will be deemed an extension of the time for,  
28

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

3 18.4 Successors and Assigns. Neither party shall transfer or assign its  
4 rights or responsibilities under this Agreement without the express written consent of  
5 the other party.

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

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

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

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

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

22 18.10 Brokers. Seller and Buyer represent and warrant to the other that  
23 Seller has not employed a broker and/or finder to represent its interest in this  
24 transaction. Seller agrees to indemnify and hold the Buyer free and harmless from and  
25 against any and all liability, loss, cost, or expense (including court costs and  
26 reasonable attorney's fees) in any manner connected with a claim asserted by any  
27 individual or entity for any commission or finder's fees in connection with the  
28

1 conveyance of the Property arising out of agreements by the indemnifying party to pay  
2 any commission or finder's fee.

3           18.11 Exhibits. Each exhibit attached hereto is incorporated herein by  
4 this reference as if set forth in full in the body of this Agreement.

5           18.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate  
6 Buyer's obligations hereunder without Seller's prior written consent, which may be  
7 withheld in Seller's sole discretion.

8           18.13 Eminent Domain. Buyer hereby represents that, absent this  
9 agreement to transfer the property by voluntary sale, Buyer would recommend to the  
10 Riverside County Board of Supervisors and or the Board of the Redevelopment  
11 Agency for the County of Riverside that one or both of those Boards issue the various  
12 approvals and adoptions that would be necessary to authorize the acquisition of the  
13 Property by condemnation.

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

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

6 Dated: 6-6-2011

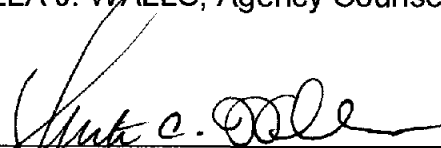
7  
8 **HAROLD E. FAIRCHILD, TRUSTEE OF THE**  
9 **FAIRCHILD FAMILY CREDIT TRUST**  
10 **CREATED 9/11/00**

11 By:   
12 Harold E. Fairchild, Trustee

13 **REDEVELOPMENT AGENCY FOR THE**  
14 **COUNTY OF RIVERSIDE**

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

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

20  
21 By:   
22 Deputy ANITA C. WILLIS

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

26 By: \_\_\_\_\_

# EXHIBIT A

## LEGAL DESCRIPTION

## EXHIBIT "A"

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

Parcel 1:

The North half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of the State of California in and for the County of San Diego, dated, March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the West 30.00 feet.

Parcel 2:

The North half of the South half of the Northwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the West 30.00 feet.

Parcel 3:

The South half of the South half of the Northwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Parcel 4:

The North 50.00 feet of the South Half, of the Northeast quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.



Except the East 30.00 feet.

Also Except that portion Conveyed to the County of Riverside by deed recorded June 22, 1966 as Instrument No. 64465 of Official Records.

Parcel 5:

The South 142 50 feet of the East Half of the North Half of the North Half of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of. said rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882 and filed in the Office of the Clerk of the Superior Court of said County.

Except the East 30.00 feet.

Also Except that portion conveyed to the County of Riverside by deed recorded June 22, 1966 as Instrument No. 64465 of Official Records.

Parcel 6:

The South Half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho San Jacinto Viejo, County of Riverside, State of California, as per map of partition of said rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

Except the South 30.00 feet

Also Except the West 181.00 feet.

Parcel 7:

The East 55.00 feet of the West 181.00 feet of the South half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township5 South, Rangel West, San Bernardino Meridian, in Rancho San Jacinto Viejo, County of Riverside, State of California, as per map partition of said Rancho, made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882 and filed in the Office of the Clerk of the Superior Court Of said County.

Except the South 30.00 feet.

Assessor's Parcel Number: **443-050-017,018,020,033,039**

## EXHIBIT B

Recorded at request of and return  
to:

Redevelopment Agency for the  
County of Riverside  
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)

APN: 443-050-017, 443-050-018, 443-050-020,  
443-050-033 & 443-050-039

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

## **GRANT DEED**

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

HAROLD E. FAIRCHILD, TRUSTEE OF THE FAIRCHILD FAMILY CREDIT  
TRUST CREATED 9/11/00

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:

Exhibit "A" and "C" attached hereto  
are made a part hereof

HAROLD E. FAIRCHILD, TRUSTEE OF THE  
FAIRCHILD FAMILY CREDIT TRUST CREATED  
9/11/00

By: \_\_\_\_\_  
Harold E. Fairchild, Trustee

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Except the West 30.00 feet.

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Parcel 4:

The North 50.00 feet of the South Half, of the Northeast quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in the Rancho Jacinto Viejo, County of Riverside, State of California, as per map of partition of said Rancho made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882, and filed in the Office of the Clerk of the Superior Court of said County.

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Parcel 7:

The East 55.00 feet of the West 181.00 feet of the South half of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 10, Township 5 South, Range 1 West, San Bernardino Meridian, in Rancho San Jacinto Viejo, County of Riverside, State of California, as per map partition of said Rancho, made under Decree of the Superior Court of the State of California, in and for the County of San Diego, dated March 9, 1882 and filed in the Office of the Clerk of the Superior Court Of said County.

Except the South 30.00 feet.

Assessor's Parcel Number: **443-050-017,018,020,033,039**



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 C

