

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

857



FROM: Redevelopment Agency

SUBMITTAL DATE:
May 6, 2010

SUBJECT: RDA Resolution No. 2010-016, Authorization to Purchase Real Property in the Mead Valley area, known as Assessor's Parcel Number 318-210-050-First Supervisorial District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No. 2010-016, Authorization to Purchase Real Property in the Mead Valley area known as Assessor's Parcel Number 318-210-050 between the Redevelopment Agency and Community Association of Perris;
2. Approve and authorize the Chairman of the Board to execute the Acquisition Agreement pertaining to the purchase of Assessor's Parcel Number 318-210-050;
3. Allocate the sum of \$569,343 for the purchase of real property plus escrow fees; and
4. Authorize the Executive Director of the Redevelopment Agency or designee to take all necessary steps to implement the Acquisition Agreement including signing subsequent and necessary related documents to complete this transaction.

BACKGROUND: (Commences on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 569,343	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No		
SOURCE OF FUNDS: I-215 Corridor, Mead Valley Sub Area, Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY:
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 25, 2010
xc: RDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

FORM APPROVED COUNTY COUNSEL
BY:
MICHELLE CLACK
DATE: 5/13/10
Departmental Concurrence
Reviewed by:
Christopher Hens

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

BACKGROUND:

The Redevelopment Agency wishes to purchase the real property on which the Mead Valley Community Center currently exists, known as Assessor's Parcel Number 318-210-050, for the purpose of continuing as the Mead Valley Community Center.

The Agency staff has successfully negotiated a settlement of the acquisition of the Property which consists of 5.42 acres or 236,095 square feet owned by Community Association of Perris, Inc., at a purchase price of \$569,343 plus escrow fees. The value of the property is based on an independent fee appraisal report.

Notice of publication to satisfy the California Health and Safety Code Section 33397 and Government Code Section 6063 has been published on March 6, March 13, March 20 and March 27. See attached proof of publication.

Agency staff recommends approval of Resolution No. 2010-016 and allocation of \$569,343 from the I-215 Corridor, Mead Valley Sub Area, Redevelopment Capital Improvement Funds.

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.'"

2 RESOLUTION NO. 2010-016
3 AUTHORIZATION TO PURCHASE REAL PROPERTY
4 IN THE MEAD VALLEY AREA
5 IN THE COUNTY OF RIVERSIDE

6 (First District)

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

12 WHEREAS, the Riverside County Board of Supervisors adopted redevelopment
13 plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert
14 Communities and the I-215 Corridor, as amended, (the "Project Areas"); and

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

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

21 WHEREAS, the Agency has, based on an independent appraisal report,
22 negotiated a purchase price of \$569,343.00 plus escrow fees for Assessor's Parcel
23 Number 318-210-050 ("the Property"), more particularly described in Exhibit "A"
24 attached hereto and incorporated herein by reference; and

25 WHEREAS, the Property is owned by The Community Association for Perris
26 California a Non-profit Corporation, who wishes to sell the Property to Agency; and

27 WHEREAS, the Property is located in the Mead Valley Sub Area which is in the
28 I-215 Corridor Redevelopment Project Area; and

WHEREAS, the Agency is purchasing Property for redevelopment purposes,
that will assist in implementing the Redevelopment Plan ("Plan") for the Project Area

FORM APPROVED COUNTY COUNSEL

DATE

BY: MICHELLE CLACK

Project: Mead Valley Community Center
APN: 318-210-050
Address: 21091 Rider St. Perris, CA

ACQUISITION AGREEMENT

This AGREEMENT, herein called "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR COUNTY OF RIVERSIDE, herein called "Agency," and "THE COMMUNITY ASSOCIATION OF PERRIS CALIFORNIA INC., A California Corporation" herein called "Grantor."

Grantor has executed and will deliver to Yolanda King, Real Property Agent for the Agency or to the designated escrow company, a Grant Deed dated April 16, 2010, identifying Assessor's Parcel Number 318-210-050, herein called the "Property," and more particularly described in Exhibit "A" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of Five Hundred Sixty Nine Thousand Three Hundred Forty Three Dollars (\$569,343.00) for the Property, or interest therein, conveyed by said deed, when title to said Property or interest vests in Agency free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes, except those encumbrances and easements which, in the sole discretion of Agency are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq, of the Revenue and Taxation Code.

2. Agency is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by Agency, whichever first occurs.

C. Pay Fifty percent (50%) of escrow fees with Emerald Escrow to be the accommodator of the 1031 tax deferred exchange, and if title insurance is desired by Agency,

1 the premium charged therefore.

2 D. Acknowledges the Property and improvements thereon are being purchased
3 in an "As Is" condition.

4 E. Cooperate with the Grantor in completing a 1031 tax deferred exchange at
5 no cost to the buyer.

6 F. Shall have 90 days from execution of Agreement to conduct buyer's due
7 diligence.

8 G. Acquire Property and improvements thereon to be used for public purposes
9 that benefit the community.

10 H. Allow the Mead Valley Community Development, Inc. to continue using the
11 facility on Fridays from 1 p.m. to 4 p.m. for one year after the close of escrow.

12 2. Grantor shall:

13 A. Indemnify, defend, protect, and hold Agency, its officers, employees, agents,
14 successors, and assigns free and harmless from and against any and all claims, liabilities,
15 penalties, forfeitures, losses, or expenses, including without limitation, attorneys' fees,
16 whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the
17 presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or
18 hazardous substances as a result of Grantor's use, storage, or generation of such materials or
19 substances or (b) Grantor's failure to comply with any federal, state, or local laws relating to such
20 materials or substances. For the purpose of this Agreement, such materials or substances shall
21 include without limitation hazardous substances, hazardous materials, or toxic substances as
22 defined in the Comprehensive Environmental Response, Compensation, and Liability Act of
23 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act,
24 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.
25 Section 6901, et seq.; and those substances defined as hazardous wastes in Section 25117 of
26 the California Health and Safety Code or hazardous substances in Section 25316 of the
27 California Health and Safety Code; and in the regulations adopted in publications promulgated
28 pursuant to said laws.

1 B. Be obligated hereunder to include without limitation, and whether
2 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
3 detoxification, or decontamination of the parcel, and the preparation and implementation of any
4 closure, remedial action, or other required plans in connection therewith, and such obligation
5 shall continue until the parcel has been rendered in compliance with applicable federal, state,
6 and local laws, statutes, ordinances, regulations, and rules.

7 C. Be allowed to remove all personal property of Mead Valley Community
8 Development Inc. which is a non-profit corporation that has no affiliation with The Community
9 Association of Perris California upon close of escrow which will remain the property of Mead
10 Valley Community Development Inc.

11 D. Acknowledges Property and improvements thereon will be used for public
12 purposes that benefit the community.

13 3. Any and all moneys payable under this contract, up to and including the total
14 amount of unpaid principal and interest on the note secured by Deed of Trust recorded or
15 unrecorded, shall, upon demand, be made payable to the beneficiary entitled thereunder; said
16 beneficiary to provide a reconveyance as to APN 318-210-050, and to furnish Grantor with good
17 and sufficient receipt showing said moneys credited against the indebtedness secured by said
18 Deed of Trust.

19 Grantor hereby authorizes and directs the disbursement of funds which are
20 demanded under the terms of said Deed of Trust.

21 4. The close of escrow is subject to an acceptable Phase 1 Environmental Site
22 Assessment Report. Said report shall be the sole responsibility of Agency.

23 5. It is mutually understood and agreed by and between the parties hereto that the
24 right of possession and use of the subject Property by Agency, including the right to remove and
25 dispose of improvements, shall commence at the close of escrow. The amount shown in
26 Paragraph 1A includes, but is not limited to, full payment for such possession and use.

27 6. Grantor recognizes and understands that the consideration hereunder may
28 originate from local, state, and/or federal sources; and therefore, Agency shall have the right

1 to terminate this transaction if:

2 A. Such funding is reduced or otherwise becomes unavailable, based on
3 Agency annual fiscal budget.

4 B. If any law, rule or regulation precludes, prohibits or materially adversely
5 impairs Agency's ability to use the Premises for the use permitted herein.

6 C. If Agency in its sole discretion determines that the Property is no longer
7 suitable for its use for any reason or cause. Agency shall provide Grantor with written notification
8 of its election to terminate this transaction at least 30 days prior to the date of close of escrow.
9 Agency's notice shall state reason for its termination.

10 7. Grantor hereby agrees and consents to the dismissal of any condemnation action
11 which has been or may be commenced by Agency in the Superior Court of Riverside County to
12 condemn said land, and waives any and all claim to money that has been or may be deposited in
13 court in such case or to damages by reason of the filing of such action.

14 8. The performance by Agency of its obligations under this Agreement shall relieve
15 Agency of any and all further obligations or claims on account of the acquisition of the Property
16 referred to herein or on account of the location, grade, or construction of the proposed public
17 improvement.

18 9. This Agreement shall not be changed, modified, or amended except upon the written
19 consent of the parties hereto.

20 10. This Agreement is the result of negotiations between the parties and is intended by
21 the parties to be a final expression of their understanding with respect to the matters herein
22 contained. This Agreement supersedes any and all other prior agreements and understandings,
23 oral or written, in connection therewith. No provision contained herein shall be construed against
24 Agency solely because it prepared this Agreement in its executed form.

25 11. The acquisition of the Property shall be contingent upon the approval by the Agency
26 Board of Directors of the Authorization to Purchase and the approval of the Agreement. This
27 contingency will be removed from escrow upon the receipt of the Agreement signed by the
28 Agency Board of Directors.

1 12. Grantor, his assigns and successors in interest, shall be bound by all the terms and
2 conditions contained in this Agreement, and all the parties thereto shall be jointly and severally
3 liable thereunder.

4 13. This Agreement may be signed by the different parties hereto in counterparts, each
5 of which shall be an original but all of which together shall constitute one and the same
6 agreement.

7
8 The Community Association of Perris California Inc.

9 Dated: 5/15/10

By: [Signature] 5/15/10
Yolonda Williams, President

10
11 Dated: 5/15/10

By: [Signature] 5-15-10
Pearlie Mae Wriggens, Secretary

12
13 RECOMMENDED FOR APPROVAL:

14
15 By: [Signature]
16 Yolanda King
17 Real Property Agent I
Real Property Division

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: [Signature]
Marion Ashley, Chairman
Board of Directors

18 APPROVED AS TO FORM:

19 Pamela J. Walls
20 Agency Counsel

By: [Signature] 5/12/10
21 Deputy Michelle Clack

22 ATTEST:

23 Kecia Harper-Ihem
24 Clerk to the Board

25 Dated: MAY 25 2010

26
27 By: [Signature]
28

Recorded at request of and return to:
 Redevelopment Agency for the
 County of Riverside
 P. O. Box 1180
 Riverside, California 92502
 Attn: Real Property Division

DOC # 2010-0358905

07/30/2010 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



FREE RECORDING
 This instrument is for the benefit of the
 County of Riverside, and is entitled to be
 recorded without fee.
 (Govt. Code 6103)

DM

Project: Mead Valley Community Center

Address: 21091 Rider St. Perris, CA

APN: 318-210-050

140-1036251-32

TRA #098-044

DTT \$0

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GRANT DEED



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

The Community Association of Perris California Inc., a California Corporation

GRANTS to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, organized and existing under, and by virtue of the State of California, the real property in the County of Riverside, State of California described as:

See Attached Exhibit "A" attached hereto and made a part hereof

The Community Association of Perris California Inc.

Date: April 16, 2010

By: Yolonda Williams (Pres)
 Yolonda Williams, President

Date: April 16, 2010

By: Pearlie Mae Wriggins Secretary
 Pearlie Mae Wriggins, Secretary

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On April 16, 2010, before me, VALENTINA SCHAFER, a notary public,
personally appeared YOLONDA WILLIAMS AND PEANIE MAE WIGGINS

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 the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Valentina Schaffer
Notary Public

[SEAL]





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asrclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: VALENTINA SCHAFFER

Commission #: 1699130

Place of Execution: Riverside

Date Commission Expires: Oct 17, 2010

Date: April 16, 2010

Signature: Valentina Schaffer

Print Name: VALENTINA SCHAFFER

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, is hereby accepted by order of the Board of Directors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date:

6/1/10

By:



Robert Field
Executive Director

POLICY OF TITLE INSURANCE ISSUED BY



DUPLICATE ORIGINAL

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Signature


Company

City, State




Stuart Morris Jr.
Senior Chairman of the Board


Malcolm S. Morris
Chairman of the Board


Michael Stalla
President

Serial Number

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the Insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the Insured mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy or the transaction creating the interest of the Insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "Insured": the Insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named Insured, those who succeed to the interest of the named Insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "Insured" also includes

(i) the owner of the indebtedness secured by the Insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the Insured mortgage, or any part thereof, whether named as an Insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "Insured claimant": an Insured claiming loss or damage.

(c) "Insured lender": the owner of an Insured mortgage.

(d) "Insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an Insured in Schedule A.

(e) "Knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "Land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any

right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "Public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "Unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the Insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the Insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such Insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the Insured mortgage; (ii) a transferee of the estate or interest so acquired from an Insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the Insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor Insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the Insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured only so long as the Insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of covenants of warranty

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all

appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to other unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and

convey the indebtedness and the Insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the Insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as

insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the Insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the Insured owner.

The provisions of this Section shall not apply to an insured lender, unless such Insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the Insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Insured claimant shall permit the Company to sue, compromise or settle in the name of the Insured claimant and to use the name of the Insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Insured claimant, the Company shall be subrogated (i) as to an Insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the Insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the Insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the Insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the Insured claimant occur and the Insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as Insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured claimant of the Company's right of subrogation.

(c) The Company's Rights against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not

be an Insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

CLTA Standard Policy

DUPLICATE ORIGINAL

Schedule A

Liability:	\$ 169,343.00	Premium:	\$1,477.00
Order No.:	140-1036251-32	Policy:	O-2228-000393451
Loan No.:	59558		
Date of Policy:	July 30, 2010		
Time:	8:00 A.M.		

1. Name of insured:

The Redevelopment Agency for the County of Riverside

2. The estate or Interest in the Land Described in Schedule "A" and which is covered by this policy is:

A fee.

3. The estate or interest referred to herein, is at date of policy vested in:

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

CLTA Standard Policy

Schedule A (continued)

4. The land referred to in this report is situated in the state of California county of Riverside and is described as follows:

All that portion of the West half of Section 15, Township 4 South, Range 4 West, San Bernardino Base and Meridian, described as follows:

Commencing at the Northwest corner of said Section 15; Thence along the North line of said Section South 89° 47' 15" East, a distance of 190.37 feet to the true point of beginning; thence continuing along the North line of said Section South 89° 47' 15" East, a distance of 610 feet; thence along the West line of Lot 71 as shown by licensed Surveyor's Map recorded in book 31, page(s) 2 and 3 of Record of Survey file in the office of the recorder of Riverside County, California, South 00° 18' 30" West, a distance of 436.33 feet to a point in the North line of Lot 70 of said Record of Survey; thence along the North lines of Lots 70 and 2 of said Survey, a distance of 610 feet to the Southeast corner of Lot 1 of said Survey; thence along the East line of said Lot 1, North 00° 18' 30" East, 435.33 feet to the true point of beginning;

Excepting those portions as conveyed to the County of Riverside, as described in those Deeds recorded November 14, 1968 by instrument No. 68-109318 and recorded February 25, 1981 by instrument No. 81-33146, both of Official Records.

CLTA Standard Policy

Schedule B – Part I

Exceptions From Coverage

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easement, claims of easement or encumbrances, which are not show by the public records.
4. Discrepancies, conflicts in boundary lines, shortage of area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims or title to water.
6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not show by the public records.

CLTA Standard Policy

Schedule B -- Part II

A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2010-2011, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES. A LIEN NOT YET PAYABLE.

B. The Lien Of Supplemental Taxes, If Any, Assessed Pursuant To The Provisions Of Section 75, Et Seq. Of The Revenue And Taxation Code Of The State Of California.

Assessments, If Any, For Community Facilities Districts Affecting Said Land, Which May Exist By Virtue Of Assessment Maps Or Notices Filed By Said Districts.

Any Unpaid And/Or Delinquent Bond Or Assessment Amounts Which May Have Been Removed From The Rolls Of The County Tax Assessor And Which May Have Been Removed From The Tax Bills And Tax Default Redemption Amounts.

1. Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.

End of Exceptions

/RG

DOC # 2012-0043793

01/31/2012 02:12 PM Fees: \$0.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

ORANGE COAST TITLE COMPANY
Mail Tax Statements to

WHEN RECORDED MAIL TO:

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
P. O. BOX 1180
RIVERSIDE, CALIFORNIA 92502
ATTN: REAL PROPERTY DIVISION

**This document was electronically submitted
to the County of Riverside for recording**
Received by: QHENSON

FREE RECORDING

**THIS INSTRUMENT IS FOR THE BENEFIT OF THE
COUNTY OF RIVERSIDE AND IS ENTITLED TO BE
RECORDED WITHOUT FEE
(GOVERNMENT CODE 6103)**

No Consideration

The undersigned Grantor(s) declare that the Documentary

Transfer Tax is: \$ 0 County \$ 0 City

 Computed on the full value of the interest of property conveyed, or

 Computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale

X Or transfer is EXEMPT from tax for the following reason: **THIS DOCUMENT IS BEING RE-RECORDED
TO ATTACH LEGAL DESCRIPTION, OMITTED FROM ORIGINAL RECORDING ON 7-30-2010 AS
INSTRUMENT NO. 2010-0358905**

APN: 318-210-050

TRA: 098-044

ESCROW NO. 59558

ORDER NO. 140-1036251-32

GRANT DEED

(Title of Document)

RECORDING REQUESTED BY:

ORANGE COAST TITLE COMPANY
Mail Tax Statements to

WHEN RECORDED MAIL TO:

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
P. O. BOX 1180
RIVERSIDE, CALIFORNIA 92502
ATTN: REAL PROPERTY DIVISION

**FREE RECORDING
THIS INSTRUMENT IS FOR THE BENEFIT OF THE
COUNTY OF RIVERSIDE AND IS ENTITLED TO BE
RECORDED WITHOUT FEE
(GOVERNMENT CODE 6103)**

No Consideration

The undersigned Grantor(s) declare that the Documentary

Transfer Tax is: \$ 0 County \$ 0 City

Computed on the full value of the interest of property conveyed, or

Computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale

Or transfer is EXEMPT from tax for the following reason: **THIS DOCUMENT IS BEING RE-RECORDED
TO ATTACH LEGAL DESCRIPTION, OMITTED FROM ORIGINAL RECORDING ON 7-30-2010 AS
INSTRUMENT NO. 2010-0358905**

APN: 318-210-050

TRA: 098-044

ESCROW NO. 59558

ORDER NO. 140-1036251-32

GRANT DEED

(Title of Document)

Recorded at request of and return to:
Redevelopment Agency for the
County of Riverside
P. O. Box 1180
Riverside, California 92502
Attn: Real Property Division

DOC # 2010-0358905

07/30/2010 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



FREE RECORDING
This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 6103)

DM

Project: Mead Valley Community Center
Address: 21091 Rider St. Perris, CA
APN: 318-210-050

140-1036251-32

TRA #098-044

DTT \$0

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GRANT DEED



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

The Community Association of Perris California Inc., a California Corporation

GRANTS to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, organized and existing under, and by virtue of the State of California, the real property in the County of Riverside, State of California described as:

See Attached Exhibit "A" attached hereto and made a part hereof

The Community Association of Perris California Inc.

Date: April 16, 2010

By: [Signature] 11/14/2011
Yolonda Williams, President

Date: April 16, 2010

By: [Signature] 11/14/2011
Pearlie Mae Wriggins, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside } SS

On 11-14-2011 before me, S. L. Arrietta

a notary public in and for said state, personally appeared Yolanda Williams & Pearl Mae Williams 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 the 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 S. L. Arrietta (Seal)



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) other than named above _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint of Signer
Top of thumb here

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint of Signer
Top of thumb here

SIGNER IS REPRESENTING:

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On April 16, 2010, before me, VALENTINA Schaffer, a notary public,
personally appeared YOLONDA Williams AND Pearlle MAE
Wriggins

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 the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Valentina Schaffer
Notary Public

[SEAL]





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: VALENTINA SCHAFER

Commission #: 1699130

Place of Execution: Riverside

Date Commission Expires: Oct 17, 2010

Date: April 16, 2010

Signature: Valt Schaf

Print Name: VALENTINA SCHAFER

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic, is hereby accepted by order of the Board of Directors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 6/1/10

By: 
Robert Field
Executive Director

Exhibit "A"

All that portion of the West half of Section 15, Township 4 South, Range 4 West, San Bernardino Base and Meridian, described as follows:

Commencing at the Northwest corner of said Section 15; Thence along the North line of said Section South $89^{\circ} 47' 15''$ East, a distance of 190.37 feet to the true point of beginning; thence continuing along the North line of said Section South $89^{\circ} 47' 15''$ East, a distance of 610 feet; thence along the West line of Lot 71 as shown by licensed Surveyor's Map recorded in book 31, page(s) 2 and 3 of Record of Survey file in the office of the recorder of Riverside County, California, South $00^{\circ} 18' 30''$ West, a distance of 436.33 feet to a point in the North line of Lot 70 of said Record of Survey; thence along the North lines of Lots 70 and 2 of said Survey, a distance of 610 feet to the Southeast corner of Lot 1 of said Survey; thence along the East line of said Lot 1, North $00^{\circ} 18' 30''$ East, 435.33 feet to the true point of beginning;

Excepting those portions as conveyed to the County of Riverside, as described in those Deeds recorded November 14, 1968 by instrument No. 68-109318 and recorded February 25, 1981 by instrument No. 81-33146, both of Official Records.



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, Ca 92502-0751
(951) 486-7000

Website www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENT TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 318-210-050
Property Address: 21091 Rider St., Perris, CA 92570

I declare that the documentary transfer tax for this transaction is:
County Tax - -0-
City Tax - -0-

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code. Please check one or explain in "Other".)

- 1. Section 11911. The document is a lease for a term of **less** than thirty-five years (including options).
- 2. Section 11911. The easement is **not** perpetual, permanent, or for life.
- 3. Section 11921. The instrument was given to secure a debt.
- 4. Section 11922. The conveyance is to a governmental entity or political subdivision.
- 5. Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
- 6. Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
- 7. Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
- 8. Section 11927. The conveyance relates to a dissolution of marriage or legal separation
- 9. Section 11930. The conveyance is an *inter vivos* gift* or a transfer by death.

***Please be aware that information stated in this document may be given to an used by governmental agencies including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.**

- 10. Section 11930. The conveyance is to the grantor's revocable living trust
- 11. Other (Include explanation and authority) Recording Deed to add legal description. _____

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 30th day of Jan., 2012, at Ontario, CA _____
City State


Signature of Affiant

Orange Coast Title Co.
Printed Name of Affiant Manny Villeobus
Address of Affiant 3536 Concoors Ste. 120, Ontario, CA 91764
909-987-5433
Telephone Number of Affiant (including area code)

Orange Coast Title Co
Name of Firm (if applicable)

This form is subject to the California Public Records Act (Government Code 6250 et. Seq.)

For Recorder's Use:

Affix PCOR Label Here

**THE
PRESS-
ENTERPRISE**

**CLASSIFIED
ADVERTISING**

Printed by: Tinajero, Maria
at: 2:48 pm
on: Thursday, Mar 04, 2010

PROOF

Ad #: 10185569

3450 Fourteenth St.
Riverside, CA 92501-3878

**1-800-880-0345
951-684-1200
951-368-9018 Fax**

Account Information

Phone #: (951) 955-8069
Name: EDAWDC COUNTY OF
RIVERSIDE
Address: 1325 SPRUCE ST STE 400

RIVERSIDE CA 92507-0506

Acct #: 300444
Client:
Placed by: Yolanda King
Fax #: (951)

Ad Information

Classification: Legals
Publications: Press-Enterprise

Ad Copy:

**NOTICE OF PUBLIC HEARING FOR THE
PURCHASE OF REAL PROPERTY BY THE
REDEVELOPMENT AGENCY IN THE
MEAD VALLEY AREA
ASSESSOR'S PARCEL NUMBER 318-210-050
(First Supervisorial District)**

Notice is hereby given pursuant to California Health and Safety Code Section 33679, Section 33397 and Government Code 6063 that the Board of Directors of the Redevelopment Agency for the County of Riverside shall consent to the purchase of real property by the Redevelopment Agency for the County of Riverside ("Agency"), identified as a portion of Assessor's Parcel Number 318-210-050, the ("Subject Property"), for redevelopment purposes to construct a Community Center, ("Proposed Project"). The Subject Property is located in the Mead Valley area of Riverside County, State of California.

The proposed acquisition of the Subject Property particularly described as a 5.42 acre of APN 318-210-050 will be purchased at a total price of \$569,343 from Community Association of Perris a California Corporation. The Agency's Board of Directors will consider the approval of this proposed purchase on April 6, 2010 or as soon thereafter as the Board agenda permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California.

This notice of Publication satisfies the California Health and Safety Code Section 33397 and Government Code Section 6063.

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 of the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th St, Riverside, CA 92501 or by calling Yolanda King, Real Property Agent at (951) 955-9656. 3/6, 13, 20, 27

Start date: **03-06-10**
Stop date: **03-27-10**
Insertions: 4

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

Size: 2x48.640
Bill size: 98.00x 5.14 agate lines

Amount due: **\$480.20**

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: 27018 JARVIS ST
(only if follow-up mail response requested)

City: PERRIS **Zip:** 92570

Phone #: 951-657-9319

Date: MAY 25 2010 **Agenda #** 4.4

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

5-25-10 4.4