

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

780



FROM: Economic Development Agency

SUBMITTAL DATE:
July 29, 2010

SUBJECT: Ratifying the Transfer Agreement between the County of Riverside and the Board of Trustees of the Riverside County Law Library

RECOMMENDED MOTION: That the Board of Supervisors

1. Ratify and authorize the Chairman to execute the attached Transfer Agreement between the County of Riverside and the Board of Trustees of the Riverside County Law Library;
2. Authorize the conveyance of the Property as intended by the parties and consistent with the MOUs, Transfer Agreement and the Action as described below;
3. Authorize the Chairman of the Board of Supervisors to execute the conveyance documents to complete this transaction; and

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: N/A

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Serena Chow*
Serena Chow

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, 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: August 10, 2010
 xc: EDA, CIP

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 6/28/2005, 3.59a; 1/22/2007, 3.3 District: 2 Agenda Number: **3.14**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel* 7-29-10
 DATE: *7-29-10*
 DEPT. CONCURRENCE: *DATE*
 SYNTHIA M. GUNZEL

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Reviewed by: *[Signature]*
 CIP TEAM
 DEPT. CONCURRENCE

RECOMMENDED MOTION: (continued)

4. Authorize the Assistant County Executive Officer/EDA, or his designee, to administer all actions necessary to consummate this transaction.

BACKGROUND:

On June 28, 2005, the Board of Supervisors Approved Item 3.59a, Memorandum of Understanding ("2005 MOU") by and between the County of Riverside, the City of Riverside, the City of Riverside Redevelopment Agency and the Board of Law Library Trustees ("Law Library") to Various Economic Development Issues in Downtown Riverside. The stated purpose of was to facilitate development in downtown Riverside in a cohesive and collective manner beneficial to all parties. The 2005 MOU provides that the County to acquire certain property located in the City of Riverside on Assessor's Parcel Numbers 215-092-009, 215-092-010, and 215-092-011 ("Property") on behalf of the Law Library through voluntary sale or condemnation for the Riverside Downtown Courts Project.

On January 22, 2007, the County, Law Library, City of Riverside and the City Riverside Redevelopment Agency entered into a supplemental MOU ("2007 MOU"), documenting the manner in which the Property will be acquired. The 2007 MOU is attached hereto as Exhibit "B" and incorporated herein by reference.

The County was unable to acquire the Property through voluntary acquisition. On June 8, 2006, the County initiated eminent domain proceedings ("Action") to acquire the Property. On September 5, 2007, the County deposited \$2,350,000 with the Clerk of the Superior Court, as "probable compensation" to be awarded in the Action. The Law Library funded the deposit.

A settlement was reached in the Action, whereby the lump sum, all inclusive settlement amount of \$3,175,000 will be paid as just compensation for the Property free and clear of all liens and encumbrances. A final judgment in condemnation has been entered into the Superior Court which provides that title to the Property will vest in the name of the County on the date a final order of condemnation is recorded by the recorder's office of the County of Riverside, California. The County and the Law Library Board of Trustees entered into a Transfer Agreement to provide for the transfer of the Property from the County to the Board of Law Library Trustees.

Upon completion of payment for and County receiving clear fee simple title to the Property pursuant to the final judgment in the Action, the County, as Grantor, will complete the transfer of the Property to the Law Library, as Grantee, by grant deed to be executed by the Chairman in accordance with the Transfer Agreement.

The settlement amount of \$3,175,000 will be paid in accordance with the 2007 MOU and as follows:

County to pay:	\$233,333.33
City to pay:	\$233,333.33
<u>Law Library to pay:</u>	<u>\$2,708,333.34</u>

Total Settlement Amount: \$3,175,000.00

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

REAL PROPERTY TRANSFER AGREEMENT

THIS REAL PROPERTY TRANSFER AGREEMENT ("Agreement") is dated 8/10, 2010 and entered into by and between the County of Riverside ("County") and the Board of Trustees of the Riverside County Law Library ("Law Library").

RECITALS

A. On June 28, 2005, the County, Law Library, City of Riverside and City of Riverside Redevelopment Agency entered into a Memorandum of Understanding ("2005 MOU"), the stated purpose of which is to facilitate development in downtown Riverside in a manner beneficial to all parties. The 2005 MOU is attached hereto as Exhibit "A" and incorporated by reference. The 2005 MOU provides for, among other things, the County to acquire on behalf of the Law Library certain Property (defined below) through voluntary sale or condemnation (if there has been a properly adopted resolution of necessity) for the Riverside Downtown Courts Project ("Project").

B. The County was unable to acquire the Property through voluntary acquisition. Accordingly, on June 8, 2006, the County initiated eminent domain proceedings to acquire the Property. (*County of Riverside v. H. Grace Fershko, et al.*, Riverside County Superior Court Case No. RIC451238, hereinafter "Action.")

C. On January 22, 2007, the County, Law Library, City of Riverside and the City of Riverside Redevelopment Agency entered into a supplemental MOU ("2007 MOU"), documenting the manner in which the Property will be acquired. The 2007 MOU is attached hereto as Exhibit "B" and incorporated herein by reference.

D. On September 5, 2007, the County deposited \$2,350,000 with the Clerk of the Superior Court, as "probable compensation" to be awarded in the Action. The Law Library funded the deposit.

E. A settlement was reached in the Action, whereby the lump sum all inclusive amount of \$3,175,000 will be paid as just compensation for the Property free and clear of all liens and encumbrances. The settlement will be effectuated by stipulated judgment in condemnation which provides that title to the Property will vest in the name of the County on the date a final order of condemnation is recorded.

F. Consistent with the 2005 and 2007 MOUs, the County intends to transfer the Property to the Law Library Board of Trustees within thirty (30) days of recordation of a final order of condemnation in the Action.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, including that set forth in the 2005 and 2007 MOUs, the receipt and adequacy of which are hereby acknowledged, the County and Law Library hereby agree as follows:

1. **Definitions.**

(a) The following is defined collectively as the "Property."

(i) The fee interest in that certain real property, and any and all rights, title and interest in that certain real property, and any and all rights, title and interests in and to all streets, alleys, easements, and right-of-way benefiting or serving such Property, located in the City of Riverside, County of Riverside, State of California, commonly known as 4015, 4023, 4049-A, 4049-B, and 4053 Main Street, Riverside, California, and representing real property assigned Riverside County Assessor's parcel number 215-092-009, 215-092-010, and 215-092-011, all of which is legally described in Exhibit "C," attached hereto and made a part hereof;

(ii) All improvements located on the Property; and

(iii) All rights, privileges, licenses and interests pertinent to the Property, together with all intangible Property held in connection with the Property, including, without limitation, development rights, governmental approvals, and land entitlements.

2. **Transfer of Property.**

(a) Within thirty (30) days of entry of final order of condemnation in the Action, County shall transfer the Property to the Law Library Board of Trustees by way of recordation of a Grant Deed in the form attached hereto as Exhibit "D" and incorporated herein by reference. No escrow shall be required. The County shall record the Grand Deed in the Official Records and provide a copy to the Law Library.

3. **Condition of Property.**

The Law Library acknowledges and agrees that the Property is to be conveyed in its present condition "As Is" and as acquired by the County in the Action.

4. **Warranties and Representations of the County.**

The County hereby represents, warrants and covenants to the Law Library the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the date of this agreement:

(a) To the best of the County's knowledge, other than the Action, there are no suits, actions, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof.

(b) The Property is in good condition and the County shall maintain the Property in good condition and state of repair and maintenance.

(c) Until the recordation of the Grant Deed attached hereto as Exhibit "D," and incorporated herein by reference, the County shall not do anything to impair the County's title to the Property.

(d) To the best of the County's knowledge, neither execution of the Agreement nor the performance of the obligations herein will conflict with or breach any agreement or instrument to which the County or the Property may be bound.

(e) The County has full power and authority to enter into this Agreement and consummate the transaction contemplated hereby, and the execution, performance and delivery of this Agreement has been fully authorized.

5. Representations and Warranties of the Law Library.

The Law Library hereby represents and warrants to the County the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the date of this Agreement.

(a) The Law Library has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by the Law Library.

6. General Provisions.

6.1. Counterparts. This Agreement may be executed in counterparts, including via facsimile, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6.2. Entire Agreement. This Agreement, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

6.3. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

6.4. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

6.5. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

6.6. Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

6.7. Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect. Notwithstanding the foregoing, in the event the date for the performance of an action or the giving of a notice falls on a Saturday, Sunday or holiday, then the date for the performance of such action or giving of such notice shall be automatically extended to the next succeeding business day.

6.8. Further Assurances. If at any time prior to or after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement or any other documents or agreements reasonably requested by either Seller or Buyer in order to consummate the transactions contemplated by this Agreement, the parties to this Agreement shall take all such necessary action. The provisions of this Section shall survive the Closing.

6.9. Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery (including couriers, such as FedEx), or by facsimile to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon receipt by the party to whom notice or demand is being given.

If to the County:	<u>County of Riverside</u> <u>Economic Development Agency</u> <u>3403 Tenth St. Suite 500</u> <u>Riverside, CA 92501</u>
With a copy to:	<u>Burt Presnell</u> <u>Principal Real Property Agent</u>
If to the Law Library:	<u>Riverside County Law Library</u> <u>3989 Lemon Street</u> <u>Riverside, CA 92501-4203</u>
With a copy to:	<u>Judge Victor Micelli</u> <u>President Board of Law</u> <u>Library Trustees</u>

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

"COUNTY"

"LAW LIBRARY"

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

By: Victor Kucala
Its: President Board of Law
Library Trustees

ATTEST:
KECIA HARPER-IHEM, Clerk
By: K. Williams
DEPUTY

ATTEST: Shapleson
RIVERSIDE COUNTY LAW LIBRARY
SECRETARY TO THE BOARD
OF TRUSTEES

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel
SYNTHIA M. GUNZEL DATE

930
**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Capital Improvement Program (CIP) Team

SUBMITTAL DATE:
 June 20, 2005

SUBJECT: Memorandum of Understanding Among the County of Riverside, the City of Riverside, the City of Riverside Redevelopment Agency and the Board of Law Library Trustees to Various Economic Development Issues in Downtown Riverside

RECOMMENDED MOTION: That the Board of Supervisors approve the Memorandum of Understanding (MOU) Among the County of Riverside, the City of Riverside, the City of Riverside Redevelopment Agency and the Board of Law Library Trustees.

BACKGROUND: On May 3, 2005, the Board approved the conceptual downtown Riverside Master Plan, which outlined plans to provide for the expansion of county facilities downtown within an orderly and coherent framework. This MOU is a beginning step toward the future envisioned within the master plan. The County of Riverside, City of Riverside and its Redevelopment Agency, along with the Law Library Board of Trustees desire to enter into the MOU for the purpose of engaging in planning discussions with one another concerning possible exchanges of real property and their effect on achieving mutual goals for downtown Riverside. The MOU sets forth the agreed scope of planning discussion among the parties. (Continued on page 2)

Gary M. Christmas
 GARY M. CHRISTMAS
 Deputy County Executive Officer

T.L. Miller
 for MICHAEL J. SYLVESTER
 Director, Department of Facilities Management

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	04-05

SOURCE OF 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 [Signature]

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, 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, Wilson and Ashley
 Nays: None
 Absent: None
 Date: June 28, 2005
 xc: CIP, E.O., Facil. Mgmt., RDA, City, Law Library, Co.Co., Auditor Deputy

Nancy Romero
 Clerk of the Board
[Signature]

Dept Recomm Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 16.3 5/3/05 | District: 2 | Agenda Number: **3.59a**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

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Capital Improvement Program Team

Memorandum of Understanding Among the County of Riverside, the City of Riverside, the City of Riverside Redevelopment Agency and the Board of Law Library Trustees to Various Economic Development Issues in Downtown Riverside

June 20, 2005

BACKGROUND (continued):

Highlights of the MOU include the following:

County of Riverside

- o Conveyance of the old municipal court site to the city in exchange for the city police department building;
- o Funding of the purchase price for the purchase of the Provident Bank Building for the purpose of locating a new law library facility in an amount not to exceed \$1.7 million (county \$1.6 million, city \$100,000);
- o Receipt of 200 parking spaces within the 12th street parking garage from the city;
- o Receipt of the law library parking lot from the Law Library Board of Trustees.

City of Riverside and City of Riverside Redevelopment Agency

- o Conveyance of the city police department building to the county in exchange for the old municipal court site;
- o Receipt of the old municipal court site from the county for development of an office building;
- o Relinquishment of 200 parking spaces within the 12th street parking garage by the city to the county;
- o Receipt of county parking lot north of 9th Street and east of Lime Street;
- o Fund relocation/transaction costs in an amount not to exceed \$100,000;
- o Cooperate with the county in the relocation of voice and data lines from the old municipal court site to city streets;
- o Coordinate with the county in locating a new law library facility.

Law Library Board of Trustees

- o Acceptance of the Provident Bank Building for the purpose of locating a new law library facility in exchange for the complete law library parking lot;
- o Fund the purchase and transaction costs for property identified as Parcel 6 within the MOU;
- o Continue county's month-to-month lease of the law library parking lot under present terms and conditions until such time the proposed exchanges can be implemented or abandoned;
- o Coordinate with the county and city in locating a new law library facility.

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Capital Improvement Program Team

Memorandum of Understanding Among the County of Riverside, the City of
Riverside, the City of Riverside Redevelopment Agency and the Board of Law
Library Trustees to Various Economic Development Issues in Downtown
Riverside

June 20, 2005

BACKGROUND (continued):

According to the Law Library Board of Trustees, the Provident Building alone is not sufficient for the future law library expansion, which makes it necessary to expand to the contiguous property. They also have concerns that they will not have sufficient funds for future expansion efforts. The Trustees have indicated they will commit 75% of the Income generated from the properties they are acquiring for the future expansion. In addition, the Trustees will ensure the preservation of the historic status of the Provident Building and develop the contiguous property with complementary design and architecture.

The MOU only provides points of understanding for the purpose of discussion of downtown development among the parties. Furthermore, the county recognizes that under the existing Business and Professions Code 6361, it is obligated to provide a county law library and the properties and other consideration exchanged reflects that obligation.

The City of Riverside has scheduled this MOU for consideration at their council meeting scheduled for June 28, 2005.

1 **MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF RIVERSIDE,**
2 **THE CITY OF RIVERSIDE, THE CITY OF RIVERSIDE REDEVELOPMENT AGENCY**
3 **AND THE BOARD OF LAW LIBRARY TRUSTEES WITH RESPECT TO VARIOUS**
4 **ECONOMIC DEVELOPMENT ISSUES IN DOWNTOWN RIVERSIDE**

4 THIS MEMORANDUM OF UNDERSTANDING, dated as of June 28, 2005, is
5 executed by the CITY OF RIVERSIDE ("City"), a municipal corporation organized and
6 existing under the laws of the State of California, the CITY OF RIVERSIDE
7 REDEVELOPMENT AGENCY ("Agency"), the COUNTY OF RIVERSIDE ("County"), a
8 political subdivision of the State of California, and the BOARD OF LAW LIBRARY
9 TRUSTEES ("Board") to set forth the parties' understandings relating to the following
10 matters.

11 **RECITALS**

12 A. The County, the City, and the Board each own several parcels of land in
13 Downtown Riverside, California and some parties intend to purchase additional parcels.

14 B. The County, City, Agency, and Board provide essential governmental and
15 quasi-governmental services in the Downtown Riverside area.

16 C. Due to changing demographics and community needs, each party is
17 reevaluating and updating its facility and parking requirements to improve the level and
18 quality of services it provides to the citizens of the City of Riverside and the County of
19 Riverside.

20 D. The County, City, Agency and Board are interested in exploring the
21 possibility of exchanging and selling certain parcels and buildings to achieve their
22 mutual goals of improving the quality of their services.

23 E. The County, City, Agency and Board desire to enter into this cooperative
24 MOU for the purpose of engaging in planning discussions with one another concerning
25 possible exchanges of real property and their effect on achieving mutual goals for
26 Downtown Riverside.

27 F. The purpose of this Memorandum of Understanding is to set forth the
28 agreed scope of planning discussion as framed by the points set forth below.

1 **POINTS OF UNDERSTANDING**

2 1. The City, Agency and Board propose that the County do the following:

3 a. Convey the property, the Old Municipal Court site, shown on
4 Attachment "A" as Parcel 1 to the Agency in exchange for the Police Department
5 building and related property, shown on Attachment "A" as Parcel 2.

6 b. Lease the City Police Department building back to the City for a
7 maximum period of five years at a cost of \$1 per year.

8 c. Exchange the parking lot located north of 9th Street and east of
9 Lime Street shown on Attachment "A" as Parcel 3 to the City at mutually acceptable
10 terms during the term of this Agreement .

11 d. Accept 200 parking spaces that the City intends to relinquish to the
12 County in the County parking garage located at 3535 12th Street shown on Attachment
13 "A" as Parcel 4.

14 e. Coordinate with the City, Agency and Board in locating a new law
15 library facility.

16 f. Process lot line adjustments, as needed, to facilitate the
17 transactions described herein.

18 g. Provide at City's request a temporary construction easement (TCE)
19 to City on the County owned and retained 15,000 SF Lemon Street side of the former
20 Law Library parking lot during construction on City-owned Orange Street side of the
21 former Law Library parking lot. Hold this property as a possible future shared parking
22 structure site when the law library and County Counsel building are removed and
23 replaced.

24 h. County will fund purchase price plus relocation and transaction
25 costs for the purchase of the Provident Bank Building and,

26 i. Exchange parcel shown on Attachment "A" as Parcel 5 with the
27 Board for the complete Law Library Parking Lot shown on Attachment "A" as Parcel 7.

28 j. Acquire through voluntary sale or condemnation, if a resolution of

1 necessity has been properly adopted, lots and buildings on Main Street shown on
2 Attachment "A" as Parcel 6 using funds supplied by the Board.

3 2. The Agency, Board and County propose that the City do the following:

4 a. Coordinate with the Agency in the development of an office building
5 or office buildings on the property acquired from the County, shown on Attachment "A".

6 b. Convey the Police Department building and related property shown
7 on Attachment "A" to the County.

8 c. Exchange the County employee parking lot shown on Attachment
9 "A" as Parcel 3 located north of 9th Street and east of Lime Street from the County on
10 mutually acceptable terms. The County shall retain at no cost parking rights on this site
11 until such time that it is needed for redevelopment.

12 d. Relinquish 200 parking spaces to the County in the County Parking
13 Garage located at 3535 12th Street.

14 e. City, as easement holder, and County, as anticipated fee title
15 holder, agree to work cooperatively to adjust or eliminate the City alley and associated
16 easement and existing public infrastructure which affect the Law Library parking lot and
17 Municipal Court properties. Such reconfiguration may be required to redevelop the site.

18 f. Fund Sellers relocation and/or transaction costs tied to the County
19 purchase of Parcel 5, for development of a new law library facility in an amount not to
20 exceed \$100,000.

21 g. Cooperate with County in the relocation of voice and data lines and
22 duct banks from the Old Municipal Courts into nearby City streets.

23 3. Board, County and City propose that the Agency do the following:

24 a. Accept the property shown on Attachment "A" from the County in
25 exchange for the Police Department building and related property.

26 b. Coordinate with the County, City and Board in locating a new law
27 library facility.

28 4. The County, Agency and City propose that the Board do the following:

1 a. Accept Parcel 5 property from the County in exchange for the
2 complete Law Library parking lot property. Board acknowledges that the exchange
3 property received by Board may be encumbered with income producing leases with
4 considerable remaining lease terms and options to extend.

5 b. Fund the purchase and transaction costs for Parcel 6 for purchase
6 by County for the future Law Library shown on Attachment "A" as Parcel 6.

7 c. Re-let at \$1.00 per year any space presently leased by County on
8 the property identified as Parcel 6 and being held for the future Law Library. Offer
9 County a first right to lease of any space within the property identified as Parcel 5 under
10 the then current rates paid by the prior tenant.

11 d. Continue County's month-to-month lease of the Law Library
12 Parking Lot under present terms and conditions until such time that the proposed
13 exchanges can be implemented or are abandoned, not to exceed 3 years.

14 e. Coordinate with the County, City, and Agency in locating a new
15 Downtown Law Library facility.

16 **5. Miscellaneous Provisions.**

17 a. Demolition of existing buildings is a significant part of the proposed
18 activities. The City will fund the asbestos remediation, and demolition and engineered
19 fill of the basement area of the Old Municipal Court and the County will fund the
20 asbestos remediation, demolition and fill of the Riverside Police Station.

21 b. **Intent of the Parties.** In entering into this Memorandum of
22 Understanding, the parties are establishing the general policy framework upon which
23 each may proceed to plan and negotiate the terms of the actions proposed herein by
24 each of the parties. To the extent that any agreement contained herein would require
25 CEQA and/ formal board or council approvals or actions, such agreements shall not be
26 binding unless and until such approvals or actions occur in accordance with applicable
27 law, and then only in accordance with such approvals and actions. Nothing contained in
28 the memorandum shall bind or commit any public entity hereto, to acquire real property

1 by condemnation.

2 c. **Negotiation in Good Faith.** The parties hereto each acknowledge
3 that each party will, in reliance upon the execution of this Memorandum of
4 Understanding, undertake substantial effort and expenditure of funds to accomplish the
5 purposes described herein. Therefore, each party agrees to present a comprehensive
6 plan and project for approval and to negotiate in good faith and without unreasonable
7 delay.

8 d. **Assignment.** This Memorandum of Understanding is binding upon
9 and shall inure to the benefit of the parties, and their respective successors and
10 assigns.

11 e. **Authority to Execute.** Each person executing this Memorandum
12 of Understanding represents to the other signatories that he or she has the authority
13 necessary to execute this Memorandum of Understanding, and that no other consent or
14 approvals are required or necessary for this Memorandum of Understanding to be
15 binding.

16 f. **Further Documents.** The parties agree to execute any other
17 documents and to take such other and further action as may be reasonably necessary
18 to implement the understandings set forth herein. However, this consent shall not
19 extend to discretionary approvals that require the parties formal approval of the parties
20 governing boards.

21 g. **Duplicate Originals.** The parties may execute duplicate originals
22 of this Memorandum of Understanding or any other documents that they are required to
23 sign or furnish pursuant to this Memorandum of Understanding.

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25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Memorandum of
2 Understanding to be effective on the day and year first above written.

3
4 COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

5
6 By: Marion Ashley
7 Marion Ashley, Chairman
Board of Supervisors

By: Bradley J. Hudson 6-29-05
Bradley J. Hudson
City Manager

8 ATTEST:

ATTEST:

9
10 By: Nancy Romero
11 Nancy Romero
12 Clerk of the Board

By: Colleen J. Nicol
Colleen J. Nicol
City Clerk

13 BOARD OF LAW LIBRARY TRUSTEES

CITY OF RIVERSIDE

REDEVELOPMENT AGENCY

14
15 By: Gregory P. Priamos
16 Chairman
Board of Trustees

By: Bradley J. Hudson 6-29-05
Michael J. Beck Bradley J. Hudson
Executive Director

18 ATTEST:

19
20 By: Colleen J. Nicol
21 Colleen J. Nicol
Agency Secretary

22 APPROVE AS TO FORM:

23
24 By: Gregory P. Priamos
25 Gregory P. Priamos
26 City Attorney/Agency General Counsel

27 By: Ronald O. Loveridge 6-29-05
28 Ronald O. Loveridge
Mayor

JUN 28 2005 3:59pm

1 List of Parcels

2 Parcel 1: Old Municipal Court and Haymond Building site

3 Parcel 2: Riverside Police Department

4 Parcel 3: County Employee Parking Lot on Lime Street

5 Parcel 4: 200 Spaces in County Parking Structure

6 Parcel 5: Provident Bank Building

7 Parcel 6: Zinke Properties

8 Parcel 7: Law Library Parking Lot

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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Executive Office

330

SUBMITTAL DATE:
December 26, 2006

SUBJECT: Downtown Swap MOU among the County of Riverside, the City of Riverside and the Law Library

RECOMMENDED MOTION: That the Board of Supervisors approve the attached MOU among the County of Riverside, the City of Riverside and the Law Library.

BACKGROUND: On June 28, 2005 (Item 3.59a), the Board of Supervisors approved a memorandum of understanding (MOU) among the County of Riverside (County), the City of Riverside (City) and the Law Library (Library). That MOU laid out a framework for the exchange of property; the goal was to facilitate development in downtown Riverside that would be beneficial to all parties.

County and City have completed all preparatory steps necessary to complete the centerpiece exchange of property in the 2005 MOU, however Library has been unable to acquire property at the corner of Main and Tenth. This property is vital for Library's recommended relocation, so the Board of Supervisors agreed on 7/26/05 (Item 9.7) to acquire it through condemnation. This is a deliberate process that requires County Counsel to proceed carefully. A status conference with the judge assigned to the case is scheduled for 3/5/07 and a trial date is expected for October.

(continued)

Christopher Hans, Deputy CEO

Department of Concurrence

FORM APPROVED
COUNTY COUNSEL

DEC 26 2006

FINANCIAL DATA	Current F.Y. Total Cost:	Up to \$ 233,333	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2006/07

SOURCE OF FUNDS: CIP Fund	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

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:

Per Exec. Off.:

Prev. Agn. Ref.:

District: 2

Agenda Number:

3.3

December 26, 2006

Downtown Swap MOU among the County of Riverside, the City of Riverside and the Law Library

Because of the uncertainty inherent in any condemnation, the Law Library Board requests the kind of risk mitigation that can only be provided through a supplemental MOU. County, City and Library staff agreed on mutually-satisfactory terms. The main provisions in the proposed agreement are:

- Library will pay all costs for the condemnation property up to \$2.1 million
- County, City and Library equally split any additional cost – capped at \$700,000
- Rental income for Provident and the condemnation will go to Library
- Should County be unable to acquire the condemnation property, or if this agreement expires, City agrees to buy Provident for the greater of \$2.4 million or appraised value

Approving this action will allow the critical property exchange to be completed within weeks. The exchange is summarized below:

<u>Jurisdiction</u>	<u>Property gained</u>	<u>Property given up</u>
County	City Police	Provident Bank
City	Muni Court Parking	City Police
Library	Provident Bank	Muni Court Parking

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIVERSIDE, THE REDEVELOPMENT AGENCY OF
THE CITY OF RIVERSIDE, THE COUNTY OF RIVERSIDE AND THE
RIVERSIDE COUNTY BOARD OF LAW LIBRARY TRUSTEES**

This Memorandum of Understanding ("MOU") is made and entered into this 22nd day of January, 2007, by and between the City of Riverside, a California charter city and municipal corporation, hereinafter referred to as "City," the Redevelopment Agency of the City of Riverside, hereinafter referred to as "Agency", the County of Riverside, hereinafter referred to as "County", and the Riverside County Board of Law Library Trustees, hereinafter referred to as "Board", with respect to the following facts:

RECITALS

A. The County, the City, the Agency and the Board each own several parcels of land in Downtown Riverside, California and entered into a Memorandum of Understanding dated June 28, 2005 with respect to various properties situated in Downtown Riverside, hereinafter referred to as the "2005 MOU" and attached hereto as Exhibit "A".

B. The Parties desire the timely completion of the land exchanges outlined in the 2005 MOU.

C. The Parties agree and understand that the cost of the Zinke Property, described as "Parcel 6" in the 2005 MOU, cannot be determined with reasonable certainty.

D. The Board desires to set a range of options with respect to the acquisition costs for the Zinke Property, and the City, Agency and County are agreeable to allowing an acquisition cost contingency arrangement to be memorialized.

TERMS

1. **TERM.** This MOU shall terminate on August 31, 2011.
2. **ACQUISITION COST.** The term "acquisition costs" shall mean the amount of money paid to purchase the Zinke Property including legal fees, escrow and closing costs. The contribution of the Parties is contingent on the final acquisition costs paid for the Zinke Property as outlined below:

- a. \$2,100,000.00 or less: In the event the acquisition costs for the Zinke Property are equal to or less than Two Million One Hundred Thousand Dollars (\$2,100,000.00), the Board will pay all acquisition costs.
 - b. Between \$2,100,000.00 and \$2,800,000.00: In the event that acquisition cost for the Zinke Property are between Two Million One Hundred Thousand Dollars (\$2,100,000.00) and Two Million Eight Hundred Thousand Dollars (\$2,800,000.00), the County, the City and the Board will each pay an equal third of the amount exceeding Two Million One Hundred Thousand Dollars (\$2,100,000.00).
 - c. Greater than \$2,800,000.00: The County, the City and the Board will each pay an equal third of the amount exceeding Two Million One Hundred Thousand Dollars (\$2,100,000.00) up to Two Million Eight Hundred Thousand Dollars (\$2,800,000.00). If the total amount exceeds Two Million Eight Hundred Thousand Dollars (\$2,800,000.00), the Board will have the first option to pay the amount above Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) and acquire the Zinke Property. If the Board declines to exercise its option to pay the amount above Two Million Eight Hundred Thousand Dollars (\$2,800,000.00), the County will have the second option to pay the entire acquisition costs for the Zinke Property. City is not obligated to purchase the Zinke Property. If Board and County do not exercise the first or second option to purchase the Zinke Property, respectively, all parties' obligations are terminated with respect to the Zinke Property only.
3. **EMINENT DOMAIN.** The Parties acknowledge that the County has instituted a Complaint of Eminent Domain with respect to Zinke Property.
 4. **RENTAL INCOME.**
 - a. **PROVIDENT BANK BUILDING.** The Provident Bank Building, described as "Parcel 5" in the 2005 MOU, is currently owned by the County. The County agrees that all rental monies shall accrue to the benefit of and be paid to the Board upon the execution of this MOU and the "Downtown Riverside Exchange Agreement" for APN 215-092-008 between the County and the Board.

- b. **ZINKE PROPERTY.** All rental income from the Zinke Property shall accrue to the benefit of and be paid to the Board at such time as the County is entitled to receive such rental income whether by an Order of Immediate Possession, or as otherwise ordered by the Court in the eminent domain action, or by settlement between the County and the existing owners of the Zinke Property.
5. **NO RESULTING ACQUISITION.** In the event the County is unable to acquire the Zinke Property by the termination date of this MOU, the Board, at its sole option, may sell to, and the City shall purchase from the Board, the Provident Bank Building. City agrees to purchase Provident Bank for its appraised value at the time of sale, plus closing costs, however in no event for less than Two Million Four Hundred Thousand Dollars (\$2,400,000.00).
6. **NOTICE.** All notices required to be served hereunder shall be in writing and shall be delivered in person or by mail at the address set forth below:

City
City of Riverside
Development Department
Real Property Division
3900 Main Street
Riverside, CA 92522

Agency
Redevelopment Agency of the
City of Riverside
3900 Main Street
Riverside, CA 92522

Board
Law Library Board
Attn: Gayle Webb
3989 Lemon Street
Riverside, CA 92501

County
County Executive Office
Attn: Christopher Hans
4080 Lemon Street, 4th Floor
Riverside, CA 92501

7. **SUCCESSORS AND ASSIGNS.** It is mutually understood and agreed that this MOU shall be binding upon the City, the County, the Board and their respective successors. Neither, this MOU or any part hereof nor any monies due or to become due hereunder may be assigned without the prior consent of all Parties.

8. **AUTHORITY TO EXECUTE.** The individuals executing this MOU and the instruments referenced herein on behalf of their respective legal entity, respectively, each represent and warrant that they have the legal power, right and actual authority to bind their legal entity to the terms and conditions hereof and thereof.

9. **GENERAL COMPLIANCE WITH LAWS.** All Parties shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by their legal entity, or in any way affect the performance of services by their legal entity pursuant to this MOU. The Parties shall at all times observe and comply with all such laws, ordinances, regulations and shall be responsible for the compliance of their legal entity's services with all applicable laws, ordinances and regulations.

10. **AMENDMENTS.** This MOU may be amended or supplemented only by written documents signed by all parties.

11. **VENUE.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. **NONDISCRIMINATION.** During City, County and Board's performance of this MOU, City, County and Board shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related hereto, marital status, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, City, County and Board agree to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

13. **SEVERABILITY.** Each provision, term, condition, covenant and/or restriction, in whole or in part, in this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU and the remainder of this MOU shall continue in full force and effect.

14. **ENTIRE AGREEMENT.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this MOU by, and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

(Signatures on following page)

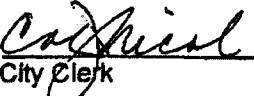
IN WITNESS WHEREOF, the parties hereto on the day and year first written above have executed this MOU:

CITY OF RIVERSIDE

COUNTY OF RIVERSIDE

By: 
City Manager

By: _____
Chairman
Board of Supervisors

Attest: 
City Clerk

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Deputy City Attorney


Deputy County Counsel

REDEVELOPMENT AGENCY
OF THE CITY OF RIVERSIDE

BOARD OF LAW LIBRARY
TRUSTEES

By: 
Executive Director

By: _____
Chairman
Board of Trustees

Attest: 
~~City Clerk~~ Agency Secretary

APPROVED AS TO FORM:



Agency General Counsel

EXHIBIT "A"

1 MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF RIVERSIDE,
2 THE CITY OF RIVERSIDE, THE CITY OF RIVERSIDE REDEVELOPMENT AGENCY
3 AND THE BOARD OF LAW LIBRARY TRUSTEES WITH RESPECT TO VARIOUS
4 ECONOMIC DEVELOPMENT ISSUES IN DOWNTOWN RIVERSIDE

4 THIS MEMORANDUM OF UNDERSTANDING, dated as of June 28, 2005, is
5 executed by the CITY OF RIVERSIDE ("City"), a municipal corporation organized and
6 existing under the laws of the State of California, the CITY OF RIVERSIDE
7 REDEVELOPMENT AGENCY ("Agency"), the COUNTY OF RIVERSIDE ("County"), a
8 political subdivision of the State of California, and the BOARD OF LAW LIBRARY
9 TRUSTEES ("Board") to set forth the parties' understandings relating to the following
10 matters.

11 **RECITALS**

12 A. The County, the City, and the Board each own several parcels of land in
13 Downtown Riverside, California and some parties intend to purchase additional parcels.

14 B. The County, City, Agency, and Board provide essential governmental and
15 quasi-governmental services in the Downtown Riverside area.

16 C. Due to changing demographics and community needs, each party is
17 reevaluating and updating its facility and parking requirements to improve the level and
18 quality of services it provides to the citizens of the City of Riverside and the County of
19 Riverside.

20 D. The County, City, Agency and Board are interested in exploring the
21 possibility of exchanging and selling certain parcels and buildings to achieve their
22 mutual goals of improving the quality of their services.

23 E. The County, City, Agency and Board desire to enter into this cooperative
24 MOU for the purpose of engaging in planning discussions with one another concerning
25 possible exchanges of real property and their effect on achieving mutual goals for
26 Downtown Riverside.

27 F. The purpose of this Memorandum of Understanding is to set forth the
28 agreed scope of planning discussion as framed by the points set forth below.

1 necessity has been properly adopted, lots and buildings on Main Street shown on
2 Attachment "A" as Parcel 6 using funds supplied by the Board.

3 2. The Agency, Board and County propose that the City do the following:

4 a. Coordinate with the Agency in the development of an office building
5 or office buildings on the property acquired from the County, shown on Attachment "A".

6 b. Convey the Police Department building and related property shown
7 on Attachment "A" to the County.

8 c. Exchange the County employee parking lot shown on Attachment
9 "A" as Parcel 3 located north of 9th Street and east of Lime Street from the County on
10 mutually acceptable terms. The County shall retain at no cost parking rights on this site
11 until such time that it is needed for redevelopment.

12 d. Relinquish 200 parking spaces to the County in the County Parking
13 Garage located at 3535 12th Street.

14 e. City, as easement holder, and County, as anticipated fee title
15 holder, agree to work cooperatively to adjust or eliminate the City alley and associated
16 easement and existing public infrastructure which affect the Law Library parking lot and
17 Municipal Court properties. Such reconfiguration may be required to redevelop the site.

18 f. Fund Sellers relocation and/or transaction costs tied to the County
19 purchase of Parcel 5, for development of a new law library facility in an amount not to
20 exceed \$100,000.

21 g. Cooperate with County in the relocation of voice and data lines and
22 duct banks from the Old Municipal Courts into nearby City streets.

23 3. Board, County and City propose that the Agency do the following:

24 a. Accept the property shown on Attachment "A" from the County in
25 exchange for the Police Department building and related property.

26 b. Coordinate with the County, City and Board in locating a new law
27 library facility.

28 4. The County, Agency and City propose that the Board do the following:

1 a. Accept Parcel 5 property from the County in exchange for the
2 complete Law Library parking lot property. Board acknowledges that the exchange
3 property received by Board may be encumbered with income producing leases with
4 considerable remaining lease terms and options to extend.

5 b. Fund the purchase and transaction costs for Parcel 6 for purchase
6 by County for the future Law Library shown on Attachment "A" as Parcel 6.

7 c. Re-let at \$1.00 per year any space presently leased by County on
8 the property identified as Parcel 6 and being held for the future Law Library. Offer
9 County a first right to lease of any space within the property identified as Parcel 5 under
10 the then current rates paid by the prior tenant.

11 d. Continue County's month-to-month lease of the Law Library
12 Parking Lot under present terms and conditions until such time that the proposed
13 exchanges can be implemented or are abandoned, not to exceed 3 years.

14 e. Coordinate with the County, City, and Agency in locating a new
15 Downtown Law Library facility.

16 5. **Miscellaneous Provisions.**

17 a. Demolition of existing buildings is a significant part of the proposed
18 activities. The City will fund the asbestos remediation, and demolition and engineered
19 fill of the basement area of the Old Municipal Court and the County will fund the
20 asbestos remediation, demolition and fill of the Riverside Police Station.

21 b. **Intent of the Parties.** In entering into this Memorandum of
22 Understanding, the parties are establishing the general policy framework upon which
23 each may proceed to plan and negotiate the terms of the actions proposed herein by
24 each of the parties. To the extent that any agreement contained herein would require
25 CEQA and/ formal board or council approvals or actions, such agreements shall not be
26 binding unless and until such approvals or actions occur in accordance with applicable
27 law, and then only in accordance with such approvals and actions. Nothing contained in
28 the memorandum shall bind or commit any public entity hereto, to acquire real property

1 by condemnation.

2 c. **Negotiation in Good Faith.** The parties hereto each acknowledge
3 that each party will, in reliance upon the execution of this Memorandum of
4 Understanding, undertake substantial effort and expenditure of funds to accomplish the
5 purposes described herein. Therefore, each party agrees to present a comprehensive
6 plan and project for approval and to negotiate in good faith and without unreasonable
7 delay.

8 d. **Assignment.** This Memorandum of Understanding is binding upon
9 and shall inure to the benefit of the parties, and their respective successors and
10 assigns.

11 e. **Authority to Execute.** Each person executing this Memorandum
12 of Understanding represents to the other signatories that he or she has the authority
13 necessary to execute this Memorandum of Understanding, and that no other consent or
14 approvals are required or necessary for this Memorandum of Understanding to be
15 binding.

16 f. **Further Documents.** The parties agree to execute any other
17 documents and to take such other and further action as may be reasonably necessary
18 to implement the understandings set forth herein. However, this consent shall not
19 extend to discretionary approvals that require the parties formal approval of the parties
20 governing boards.

21 g. **Duplicate Originals.** The parties may execute duplicate originals
22 of this Memorandum of Understanding or any other documents that they are required to
23 sign or furnish pursuant to this Memorandum of Understanding.

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Memorandum of
2 Understanding to be effective on the day and year first above written.

3
4 COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

5
6 By: Marion Ashley
7 Marion Ashley, Chairman
Board of Supervisors

By: Bradley J. Hudson 6-29-05
Bradley J. Hudson
City Manager

8 ATTEST:

ATTEST:

9
10 By: Nancy Romero
11 Nancy Romero
Clerk of the Board

By: Colleen J. Nicol
Colleen J. Nicol
City Clerk

12 BOARD OF LAW LIBRARY TRUSTEES

CITY OF RIVERSIDE

13
14 By: Michael J. Beck
15 Michael J. Beck
16 Chairman
Board of Trustees

REDEVELOPMENT AGENCY
By: Bradley J. Hudson 6-29-05
Michael J. Beck Bradley J. Hudson
Executive Director

17
18 ATTEST:

19 FORM APPROVED
COUNTY COUNSEL

By: Colleen J. Nicol
Colleen J. Nicol
Agency Secretary

20 JUN 2 2 2005

21 BY: De S. Rao
22 ASSISTANT COUNTY COUNSEL

APPROVE AS TO FORM:

23
24 Fo- By: Gregory P. Priamos
25 Gregory P. Priamos
City Attorney/Agency General Counsel

26
27 By: Ronald O. Loveridge 6-29-05
28 Ronald O. Loveridge
Mayor

-
- | | |
|----|---|
| 1 | List of Parcels |
| 2 | Parcel 1: Old Municipal Court and Haymond Building site |
| 3 | Parcel 2: Riverside Police Department |
| 4 | Parcel 3: County Employee Parking Lot on Lime Street |
| 5 | Parcel 4: 200 Spaces in County Parking Structure |
| 6 | Parcel 5: Provident Bank Building |
| 7 | Parcel 6: Zinke Properties |
| 8 | Parcel 7: Law Library Parking Lot |
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ATTACHMENT "A"



LIST OF PARCELS

1	Old Municipal Court and Haymond Building Site
2	Riverside Police Department
3	County Employee Parking Lot on Lime St.
4	200 Space in County Parking Structure
5	Provident Bank Building
6	Zinke Properties
7	Law Library Parking Lot

EXHIBIT C

Description of the Property

The southerly 10 feet of Lot 2, Lots 3, 4, 5, 6, 7 and 8 of C. J. Gills Resubdivision of Block 10, Range 7, Riverside, City of Riverside, County of Riverside, as shown by map on file in Book 5, Page 71 of Maps, San Bernardino County Records.

APNS: 215-092-009
 215-092-010
 215-092-011

EXHIBIT D

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

COUNTY OF RIVERSIDE
3403 10th Street, 4th Floor
Riverside, California 92501

ATTN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY

The undersigned grantor declares: Documentary
Transfer Tax not shown pursuant to Section 11932 of
the California Revenue and Taxation Code

This document is exempt from the payment of a
Recording Fee pursuant to Government Code 6103

This document is exempt from documentary transfer
tax pursuant to Revenue & Taxation Code § 1192

GRANT DEED

CITY OF RIVERSIDE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the
County of Riverside ("County"), hereby GRANTS to Riverside County Law Library Board of
Trustees, the following described real property located in the City of Riverside, County of Riverside
("County"), State of California:

The real property commonly known by its street addresses of 4015, 4023, 4049-A, 4049-B,
and 4053 Main Street, Riverside, California and which is designated Riverside County Assessor's
Parcel Nos. 215-092-009, 215-092-010, and 215-092-011, and is legally described as the southerly
10 feet of Lot 2, Lots 3, 4, 5, 6, 7 and 8 of C. J. Gills Resubdivision of Block 10, Range 7, Riverside,
City of Riverside, County of Riverside, as shown by map on file in Book 5, Page 71 of Maps, San
Bernardino County Records.

DATED: _____, 2010

"COUNTY"
